



證券 Securities

客戶協議之條款及條件包括額外條款及條件（如適用）

TERMS AND CONDITIONS INCLUDING ADDITIONAL TERMS AND CONDITIONS (IF APPLICABLE) OF CLIENT'S AGREEMENT

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條款及條件

1. 戶口

- 1.1 本人／吾等確認「開戶申請表」及「客戶資料表」內所載之資料，皆為真實、完整、最新及準確。
- 1.2 開戶時提供的資料若有變更，本人／吾等會立即告知財華證券有限公司(下稱“財華證券”)。財華證券有權倚賴此等資料作所有用途，直至收到本人／吾等書面通知有關任何變更為止。
- 1.3 本人／吾等授權財華證券隨時(i)從本人／吾等之往來銀行取得證明或戶口資料（為此本人／吾等豁免往來銀行的保密責任）；以及(ii)聯絡他人，核實本人／吾等提供的資料。此外，本人／吾等授權財華證券調查本人／吾等之信用，以確定本人／吾等之財政狀況。
- 1.4 財華證券會將戶口資料保密，惟財華證券可根據法律、持牌條件，或任何證券交易所會藉條件的規定，向任何監管機關、證券交易所、類似組織提供資料，毋須為此向本人／吾等負責。

2. 法規

- 2.1 凡為或代表本人／吾等在中華人民共和國香港特別行政區（「香港特區」）或其他地方進行與證券有關之交易，都須根據所有適用於財華證券的法律、規則、監管指令進行，包括但不限於：
 - (i) （若交易在香港特區進行）不時修訂之香港聯合交易所（「聯交所」）、香港交易及結算所有限公司之憲章、附例、規則、規例、習俗、慣例、裁決、釋義，以及香港特區法例；以及
 - (ii) （若交易在香港特區境外進行）交易執行所在國的相關證券交易所、結算所、其他市場之憲章、附例、規則、規例、習俗、慣例、裁決、釋義、以及相關法域裏的一切適用法律、規則、規例。
- 2.2 凡財華證券根據一切適用法律採取的行動，都對財華證券及本人／吾等具約束力。
- 2.3 凡財華證券為或代表本人／吾等在香港特區境外進行之證券交易，本人／吾等都同意，財華證券可直接在批准財華證券處理證券經紀業務的證券交易所進行，或透過財華證券酌情決定聘請或委任的經紀，在任何證券交易所進行。除非財華證券沒秉誠選擇經紀，否則財華證券毋須為經紀的行為、遺漏向本人／吾等負責。本人／吾等承諾，在外地市場買賣時，會先熟習之。
- 2.4 本人／吾等進一步承諾，本人／吾等不從事專為或具相當可能造成證券的虛假市場的任何交易，而本人／吾等亦不會從事任何內幕交易或其他被禁止或非法的活動。

3. 命令、指示

- 3.1 本人／吾等明瞭，由於證券交易所（包括聯交所）的營運上的限制及證券價格頻密急速的改變及／或其他在財華證券控制範圍外的原因，有時買賣或會遭延誤及／或財華證券或無法按照任何於某特定時間報出之價格或「最佳價值」或「市值」買賣證券。本人／吾等確認財華證券毋須負責因財華證券未能或無法遵照任何指令或指示中任何條款所引致之任何損失。若財華證券無法全部執行任何指令或指示之全部，除非在有關的特定情況中另有其他特定指示，財華證券有權在事前未向本人／吾等提述或未經本人／吾等確認的情況下，局部執行上述指令或指示。
- 3.2 本人／吾等確認財華證券可接受以書面或口頭（包括以電話、傳真或其他電子方式，包括未經認證之電傳）所給予財華證券之指示。財華證券沒責任核實給予指示者的身份。本人／吾等確認財華證券保留財華證券不時認為適當時拒絕接受指示的權利。本人／吾等完全明白根據以口頭（包括以電話發出）、傳真或其他電子方式所發出之指示營運戶口的風險。本人／吾等承擔所有按此形式營運戶口之風險，並不可撤回地解除財華證券就上述指示產生或有關之一切責任，不論是否按照上述指示採取行動或拒絕採取行動亦然。



3.3 除非本人／吾等給予相反指示，一切指令及指示只能於給予有關指令及指示當天有效，並在指令及指示有關之交易所正式交易日結束時失效。

3.4 財華證券會將與本人／吾等的電話談話錄音，而本人／吾等將接納上述錄音的內容為有關談話及其內容之最後及最終定論證據。

4. 暫停營運或結束戶口

4.1 財華證券可全權及獨自酌情拒絕接納及／或執行任何指示，及／或不時暫停營運戶口，及／或結束戶口，不再代表本人／吾等行事，並無義務就上述拒絕、暫停及／或結束事項給予任何理由。

4.2 於暫停或結束戶口後，本人／吾等欠負財華證券之所有款項須立即到期繳付，而於支付上述款項後，財華證券須於合理可行範圍內，儘快將戶口之任何資金及／或以財華證券（或財華證券之代理或代名人）名義持有的任何證券，交付本人／吾等或本人／吾等之所有權繼承人。只要交付上述任何證券並不實際可行，財華證券就獲得授權，出售上述證券，並向本人／吾等交代收益。

4.3 為免誤會，本人／吾等確認財華證券可全權及獨自酌情決定，從代表本人／吾等持有的證券中，出售什麼證券、何時出售、如何出售及售予何人，而財華證券毋須負責因市場波動或其他原因而導致之損失或支出；財華證券可全權及獨自酌情就按照本條款4.2所作出的行動收取合理之費用。

5. 交易

5.1 財華證券會身為本人／吾等的代理，進行證券交易。若財華證券以當事人身分執行交易，會在相關交易的成交單據或其他文件上，說明此事。

5.2 若沽盤關乎本人／吾等不擁有的證券（即賣空），本人／吾等會知會財華證券。

5.3 在每宗交易裏，除非財華證券已代本人／吾等持有現金或證券，以資交收，否則本人／吾等須（但若另有協議，則作別論）：

(i) 證券款項根據交易執行所在的市場規定到期首日（「交收日」）或之前，向財華證券繳付淨款，或以其他方法確保財華證券已收取該等款項；或

(ii) 在交收日或之前，以可送交的形式送交證券或以其他方法確保該等證券會供財華證券提取。

5.4 對於一切本人／吾等欠財華證券之款項，時間乃為要素。本人／吾等同意若本人／吾等未有履行本條款所述的義務，本人／吾等授權財華證券：

(i) 若為買入交易，轉讓或賣出任何該等證券及／或本人／吾等的任何其他證券（由財華證券全權酌情決定），以履行本人／吾等對財華證券的義務；或

(ii) 若為賣出交易，借入及／或買入此等沽出證券，以履行本人／吾等對財華證券的義務。

5.5 本人／吾等將就有關及／或由於代表本人／吾等所給予財華證券之任何指示及／或就本人／吾等未有在交收日或之前，履行責任所產生之任何損失、費用、使費及開支，對財華證券以全數彌償的基準向財華證券負全責。若財華證券決定行使本條款4款之權利，本人／吾等承諾不會向財華證券提出任何索償。

5.6 若財華證券已代表本人／吾等在公開市場購入證券，但由於賣方經紀未能於交收日進行交收而須另買證券，財華證券須負擔該等在公開市場購入之證券所涉及之差價及有關之支出。

6. 佣金、收費、徵費、回佣

6.1 本人／吾等同意繳付財華證券：

(i) 財華證券所收取的佣金，佣金率為財華證券不時知會本人／吾等，並對戶口適用者；



- (ii) 財華證券就有關本人／吾等授權財華證券代表本人／吾等已正式進行之交易所付之合理收費及其它開銷；
- (iii) 聯交所（或其他執行交易的證券交易所）收取的一切適用徵費、費用；及
- (iv) 所有適用的印花稅。

6.2 財華證券可從戶口扣除佣金、收費、徵費、印花稅。

6.3 茲承認並同意，就財華證券代表本人／吾等訂立的交易而言，財華證券可不時收取，並有權保留若干現金或金錢回佣，以及已扣減佣金的利益，或與基金行、經紀、持牌法團或其他第三方分享佣金，除非相關證券交易所的規章或其他市場慣例明確禁止。

7. 利息

7.1 無論財華證券有否要求，本人／吾等欠財華證券之一切過期未付餘款，本人／吾等同意付息（法庭裁決之前或之後）；利息逐日計算，按財華證券不時單方面酌情釐訂，並書面告知本人／吾等之利率計算，但不超過法律許可的上限。

7.2 利息須於每曆月最後一日計算，並須在同日支付，或於財華證券要求付款時繳付。

8. 轉讓證券

若本人／吾等提出，財華證券會在可行的情況下，儘快促成以本人／吾等或本人／吾等代名人義，將不時構成戶口一部份的證券註冊。

9. 證券之保管

9.1 凡存放於財華證券，以及／或由財華證券代表本人／吾等購入，並由財華證券持有作穩妥保管的證券，都可由財華證券酌情決定：

- (i) 以本人／吾等或財華證券之代名人之名義註冊（為免誤會，若證券交易在香港特區境外進行，代名人包括任何海外代名人）；或
- (ii) 存放於財華證券之往來銀行或證券及期貨事務監察委員會（「證監會」）核准的某些其他機構的指定帳戶內作穩妥保管。

9.2 倘證券未以本人／吾等之名義註冊，在適用法律的規限下，財華證券於收到該等證券所獲派之任何股息或其他利益時，須按本人／吾等與財華證券之合約存入戶口或支付予或轉帳予本人／吾等。倘該等證券屬於財華證券代客戶持有較大數量的相同證券的一部份，本人／吾等有權按本人／吾等所占的比例獲得該等證券之利益。

9.3 未經本人／吾等事先授權，財華證券不得將本人／吾等之任何證券存放於第三方，作為財華證券取得財務通融之抵押品，亦不得為任何目的將證券外借，或放棄管有證券（除非根據本條1款放棄）。財華證券為結清本人／吾等在本協議中所欠的款項，而處置本人／吾等證券的權利，不會受本款影響。

10. 保管和／或代名人服務

10.1 為報酬財華證券應本人／吾等要求，就財華證券以本人／吾等保管人身份持有，或以財華證券代名人義代表本人／吾等註冊的證券，提供保管和／或代名人服務，本人／吾等同意支付財華證券費用，費率為財華證券可不時知會者。

10.2 如果財華證券需就證券採取行動，惟財華證券無法聯絡本人／吾等，或本人／吾等未有就有關行動給予及時或充份指示，茲授權財華證券代為採取財華證券單方面酌情認為適合的行動，包括但不限於行使本人／吾等實益擁有，但以財華證券代名人義註冊的證券所賦與的表決權。若無欺詐或蓄意違反，財華證券毋須對有關行動負責。

10.3 本人／吾等承諾，凡財華證券就代表本人／吾等保管，或以財華證券代名人義註冊的證券，承擔任何費用、收費、開支，客戶協定條款（證券）Version 5 (30 Sep 2016)



本人／吾等都給予免責補償。

- 10.4 財華證券有責任交付、保管或以客戶名義登記其代客戶購入或取得之證券，只要財華證券將跟原先存放於或轉讓予財華證券或財華證券代客戶取得之證券具有相同等級、面值、面額和享有同等權益之證券交付、持有或以客戶名義或客戶之代名人姓名登記，則財華證券算是已經履行前述之責任（當然受期間可能出現的資本重組影響），但財華證券不須交付或歸還在數量、級別、面價、面額和附帶權益方面跟此等證券完全一樣的證券。

11. 為本人／吾等持有的款項

- 11.1 除非本人／吾等另有指示，財華證券須代本人／吾等留存：
- (i) 財華證券就賣出本人／吾等之證券所收訖之所有款項，或財華證券營運戶口另行產生的所有款項（包括但不限於股息及利息收入）；及
 - (ii) 財華證券就買入證券從本人／吾等收訖之所有款項；但減去財華證券根據本協定或財華證券或財華證券集團公司與本人／吾等訂立之任何其他協議有權從中扣除之任何款項。
- 11.2 財華證券代表本人／吾等留存之上述款項，減去財華證券有權從中扣除之任何款項，須於收訖日期起計一個營業日內（或法律規定的其他期間內）轉往根據適用法律不時規定，在持牌銀行維持的指定信託戶口。在本合約中，「營業日」指香港特區銀行開門營業的日子（但不包括星期六）。
- 11.3 本人／吾等同意，財華證券代表本人／吾等留存款項，在存入上文提述之信託戶口之前，不會累算惠及本人／吾等之利息。財華證券可酌情厘定適用於代表本人／吾等以上述信託戶口持有之任何款項之利率及其它條款，並由財華證券不時通知本人／吾等。

12. 匯款

- 12.1 財華證券收到付款通知書後的二十四小時內或代表本人／吾等出售證券，收到款項後（視情況而定），須以支票或匯寄，將所有或部份屬於戶口一部份的款項，付與本人／吾等，但不包括：
- (i) 財華證券有權根據本協定或本人／吾等與財華證券或財華證券集團公司訂立的其他協議扣除之任何款項；和／或
 - (ii) 須繳存於財華證券的定金。
- 12.2 財華證券轉給本人／吾等之任何款項，須轉入「客戶資料表」載述的銀行戶口，或本人／吾等不時書面指示之戶口，或按財華證券同意的其他方式處理。

13. 戶口貨幣

- 13.1 除非另行通知本人／吾等外，否則本人／吾等在財華證券所設的戶口，將維持為港元戶口。若財華證券在獲指示時（或情況需要時）就本人／吾等戶口以港元以外貨幣進行任何交易，財華證券、財華證券的集團公司與財華證券有關連的客戶，可訂立外匯合同，完成交易。財華證券可在有關證券通常買賣的市場之場外市場買賣。
- 13.2 本人／吾等須全數承擔上述貨幣與港元之間匯率波動產生的匯兌損失風險。本人／吾等同意，若無明顯錯誤，由財華證券所釐訂在有關時間之適用匯率，應為決定性的。

14. 財華證券所做的買賣

無論是為財華證券，代表財華證券其他客戶，還是代表財華證券集團公司，財華證券都可持有跟本人／吾等買、賣盤相反的倉位。本協議沒把責任加諸財華證券身上，要求財華證券在以本身身份或以他人身份行事期間，若察覺有任何事實、事情出現，就須向本人／吾等披露。



15. 優先次序

- 15.1 本人／吾等明白，在適用法律和規例的規限下，財華證券妥善考慮從客戶收到的買、賣盤的次序後，可單方面酌情決定買、賣盤的先後次序。本人／吾等無權聲稱自己的買、賣盤比另一客戶的優先，需由財華證券執行。
- 15.2 財華證券可一併執行本人／吾等和其他客戶的買、賣盤，屆時毋須向本人／吾等提及。此舉所得的價格，可能比本可藉獨立執行而取得的價格優勝或遜色。若當時證券不敷一併執行，財華證券妥善考慮買、賣盤的先後次序後，可酌情分配。

16. 留置權

凡為或代表本人／吾等取得，或本人／吾等有權益，且由財華證券為本人／吾等之戶口持有之金錢及證券，財華證券都擁有全面留置權，以確保本人／吾等履行對財華證券之義務。若本人／吾等未有全部地及準時地完成上述義務，本人／吾等同意財華證券有權（但並無義務）按財華證券全權獨自酌情決定的時間、價格及形式沽出全部或部分上述證券，以履行本人／吾等義務；而財華證券毋須就沽出上述證券所導致的損失負責。

17. 戶口合併及抵銷

- 17.1 在不局限財華證券之任何權利及權力的原則下，財華證券可隨時（毋須通知本人／吾等）將本人／吾等之全部或任何戶口及欠負財華證券及／或財華證券之集團公司之債項合併或綜合，或將任何一個或以上該等戶口所存任何款項（不論屬何種貨幣）抵銷或轉撥，以償還本人／吾等其他欠負財華證券及／或財華證券之集團公司之各種債項（包括以當事人或擔保人身份欠負的債務，亦不論該等債項屬實際還是或然，屬主要抑或附屬，還是個別抑或共同）。此項抵銷權為一項持續抵押，並將額外加於及不影響財華證券現時或日後可以持有之任何抵押。
- 17.2 至於財華證券付款，抵銷並解除本人／吾等欠財華證券集團公司的款項，本人／吾等同意，財華證券毋須關心有關欠款是否存在，但前提是財華證券集團公司已要求財華證券付款。在不規限及更改本客戶協定的一般條文下，財華證券特此獲授權調動本人／吾等在財華證券及財華證券的任何一間集團公司所設的不同戶口內的款項，惟須一直遵守香港聯交所的一切規則、規例及程序。

18. 本人／吾等自行判斷

- 18.1 本人／吾等承認及同意，財華證券根據本人／吾等所給予的指示所進行之任何證券及涉及證券交易，因本人／吾等判斷，而非財華證券僱員及／或代理的意見而產生，而本人／吾等亦不會尋求或謀求依賴財華證券僱員及／或代理對此方面的意見。
- 18.2 本人／吾等承認，由任何僱員或代理宣稱給予之投資意見，不屬財華證券之聘用範圍。

19. 發行新股

- 19.1 若本人／吾等要求財華證券代表本人／吾等申請擬於聯交所上市之新發行證券，本人／吾等同意接受發售新股之條款約束，尤其是本人／吾等特此：
- (i) 保證及承諾，上述任何申請乃為本人／吾等利益而遞交之唯一申請，而本人／吾等並不會在該項發行中再遞交申請；
 - (ii) 授權財華證券向聯交所陳述及保證，並本人／吾等不會亦不擬，而他人亦不會、不擬為本人／吾等利益再遞交申請；
 - (iii) 知悉財華證券提出申請時，會靠賴上述保證、承諾及授權；以及
 - (iv) 如新發行之證券沒發給本人／吾等，除非不發行一事因財華證券本身蓄意過失而出現，旨在對本人／吾等造成屆時所受的實際損失，否則本人／吾等放棄所有可能針對財華證券、財華證券董事、僱員及／或代理的申索；但若個別發售新股的條款及一切有關監管機構容許重複申請，上述保證、承諾及授權應告適用，以令財華證券在本人／吾等遵守一切產生之適用規則及條款的基礎上承擔並進行上述申請。



19.2 有關財華證券或其代理人為財華證券本身及／或本人／吾等及／或為財華證券之其他客戶作出的大額申請，本人／吾等確認和同意：

- 19.2.1 該大額申請可能會因與客戶和本人／吾等申請無關的理由而遭到拒絕，而在沒有欺詐、疏忽或故意違約的情況下，財華證券和其代理人毋須就該拒絕對本人／吾等或任何其他人士負上責任；及
- 19.2.2 倘若該大額申請因陳述和保證被違反或任何與本人／吾等有關的理由而遭到拒絕，本人／吾等確認，本人／吾等亦會對其他受上述違反或其他理由影響的人士的損失負上所有任何責任及賠償。

20. 無人認領的款項

本人／吾等同意，凡財華證券收到的款項，無論是股息、未經提示的支票、匯款還是其他，若財華證券在合理情況下盡了力，仍無法識別或追尋款項的擁有人，就從收款之日起六年後，歸財華證券所有。本人／吾等還同意，有關款項根據本條歸財華證券所有後，本人／吾等不再就有關款項或其中部份向財華證券提出申索。本人／吾等特此放棄可能就有關款項或其中部份擁有或取得的權利、申索。

21. 法律責任與免責補償

- 21.1 凡因有關戶口的行為或遺漏而產生的，或與之有關的，並由本人／吾等蒙受的損失，財華證券、財華證券高級職員、僱員、代理都毋須向本人／吾等負責，除非有關損失因財華證券欺詐、疏忽、蓄意違約而產生。
- 21.2 本人／吾等同意，凡因財華證券履行本協議中的責任、酌情權，或因本人／吾等違反對財華證券的義務，或因本人／吾等所給予的聲明或保證失實或不準確而產生的，或與之有關的費用（包括但不限於財華證券收債時承擔的一切律師費和費用）、申索、債務、支出，本人／吾等都給予財華證券、財華證券高級職員、僱員、代理免責補償。

22. 聲明、保證、承諾

22. 本人／吾等聲明並保證，有十足而不受限制的權力簽訂本協定，已取得一切必需的同意，已採取一切必需的行動（包括（如適用）吾等公司或其他章程文件所規定的行動），授權本人／吾等訂立本協定，並履行本協定中的義務。
- 22.2 本人／吾等同意，未經財華證券事先書面同意，不抵押、質押構成戶口一部份的證券或款項，不容許有關抵押、質押續存，亦不（宣稱）出售、給予構成戶口一部份的證券或款項的選擇權，或以其他方式處置該等證券、款項。

23. 通訊及檔

- 23.1 本人／吾等同意，書面確認書、結單、成交單據、通知及任何其他通訊、檔（包括但不限於付款要求、令狀、傳票、命令、訴狀、呈請），可按「客戶資料表」所載之位址、電傳、傳真或電話號碼，或本人／吾等日後以書面通知財華證券之其他位址、電傳、傳真或電話號碼，送呈本人／吾等。按此發送予本人／吾等之一切通訊，無論本人／吾等實際有否收到，如以面呈、電傳、傳真或電話發出，則在傳送時，視為已經收到；如以郵遞發送，即在寄發後四十八小時視為已經收訖。
- 23.2 本人／吾等承諾，若由於任何原因提供本人／吾等之任何結單中有任何錯誤，或於達成任何買賣後本人／吾等並未準時收到結單及／或成交單據，本人／吾等將毫不延遲地通知財華證券交收部門經理或財華證券任何一名董事。本人／吾等將仔細核對成交單據及結單。若無明顯錯誤，本人／吾等在成交單據或結單日期後七曆日內亦無作出書面反對，本人／吾等就成交單據及／或結單所述事項是否正確，接受成交單據及／或結單作為定論，並對本人／吾等具約束力。



24. 《個人資料（私隱）條例》

若財華證券持有香港《個人資料（私隱）條例》（第486章）所界定之個人資料，本人／吾等同意財華證券可將該等個人資料用於下列用途（惟須受該條例之規定限制）：

- (i) 在新客戶或現有客戶驗證程式、持續戶口行政管理或市場推廣上，與財華證券的任何集團公司互相分用、反復查證及轉移該等個人資料；
- (ii) 比較該等個人資料及／或將該等個人資料轉移給第三者，作為信貸查證及／或資料驗證用途；
- (iii) 關於或有關遵守任何法律、規例、法院命令或監管機構命令的任何用途，包括提供任何該等監管機構要求的任何該等資料（而財華證券毋須事前就該等要求之合法性取得法律意見）；及／或
- (iv) 關於或有關財華證券的業務或往來事務，或財華證券的任何集團公司的業務或往來事務的任何其他用途。

25. 不可抗力

本人／吾等同意，凡財華證券直接或間接因財華證券、財華證券董事、高級職員、雇員及代理所不能控制之情況、環境，導致財華證券延遲或未能履行本身在本協議中的義務，或因前述情況、環境直接或間接導致的損失，財華證券、財華證券董事、高級職員、雇員、代理毋須負責。該等情況、環境包括但不限於政府限制、有關交易所、結算所或其他市場暫停交易、電子或機械設備或通訊線路失靈、電話或其他接駁系統出現問題、盜竊、戰爭、罷工、社會騷亂、恐怖活動（或恐怖組織威脅展開的活動）、天災。

26. 賠償基金

若財華證券的過失而導致本人／吾等蒙受金錢上之損失，賠償基金將按證券及期貨條例或相關的附屬法例以不超過相關法例所訂的賠償限額作出賠償（投資者賠償限額規則）。基於此規則，本人／吾等明白所蒙受金錢上之損失，賠償基金只能部份或全部作出賠償。

27. 共同和各別地負責

若客戶由多於一人組成：

- (i) 每人之責任及義務應為共同及個別性質；凡於本文提述客戶時，應詮釋為（如文義有所需要）提述其中一人或每人。其中一人或多人去世後，本協定規範與一名或多名尚存人士交易之條款，不會因此而給影響或削弱；
- (ii) 即使他人因任何原因不受約束，各人仍受約束；
- (iii) 財華證券有權就任何事務之任何範圍分別與各人處理，並不影響其他人士之責任；及
- (iv) 其中一人之指示，對組成客戶之所有其他人士均具有約束力。

28. 修改

在法律上容許之範圍內，財華證券可於沒事先通知或獲得本人／吾等核准之情況下，不時修改本協議之條款，而該等修改之條款根據本協定在本人／吾等接獲通知後立即實行，本人／吾等明白及同意，倘本人／吾等不接受財華證券不時通知本人／吾等之修改條款，本人／吾等有權根據本協定條文第32條之規定，終止本協議。

29. 重要變動

倘財華證券的業務出現重要變動，可能影響財華證券為本人／吾等所提供之服務（包括但不限於財華證券名稱、地址，在證監會的獲發牌地位，以及本協議所列的付款基準有變），財華證券須通知本人／吾等有關之變動。



30. 即時付款

縱然本協議的任何其他條款所載，本人／吾等會在收到財華證券通知時，立即繳付或在到期前繳付所有欠款，並應財華證券的要求，把該等現金、證券等存入財華證券的戶口，還把財華證券信納的抵押物存放於財華證券。本人／吾等在進行交易前按財華證券的要求，不時按財華證券單方面酌情決定，將足夠淨款存入戶口。

31. 未有履約

31.1. 如遇以下事項，均會視為未有履約事件（「**未有履約事件**」）：

- (i) 本人／吾等於到期日未能支付證券買入價及本協議內之其他付款；
- (ii) 有人入稟法院，申請宣佈本人／吾等破產，或將本人／吾等清盤，或開始進行相類似之訴訟；
- (iii) 戶口被扣押；
- (iv) 本人／吾等未有履行或遵守本協議下之任何條款；或
- (v) 需由本人／吾等給予，使本協議得以訂立的同意、授權或董事會決議，已全部或部份廢除、暫停、終止或失效；或
- (vi) 在本協議中給予的，或根據本協定給予的聲明、保證，或已經交付的證書、說明、其他文件，屬於或變成嚴重不正確；或
- (vii) 財華證券秉誠認為，有關行動是保障、執行或保存在本協議中的權利所必需的。

31.2. 倘未有履約事件出現，在無損財華證券對本人／吾等之權利或補償下，財華證券毋須通知本人／吾等，可獲授權（但須受所有適用法例規限）：

- (i) 撤銷任何或所有未實行之指令或以本人／吾等名義作出之承諾；
- (ii) 買入證券以填補戶口賣空情況，或於戶口持倉時出售證券，從而平倉；及
- (iii) 出售、變賣或以任何方式處理戶口之任何證券及任何本人／吾等寄存於財華證券作抵押之證券。

32. 終止協議

32.1 本人／吾等可給予不少於七個曆日通知，終止本協議。該終止協議通知不會影響財華證券在接獲該通知前所進行之任何交易，亦不會損害財華證券或本人／吾等在接獲該通知前之任何權利、權力或責任。財華證券可隨時給予本人／吾等書面通知，終止本協議。

32.2 根據本條款32.1發出通知後，本人／吾等同意財華證券可以終止所有以本人／吾等名義於財華證券開立之任何戶口（包括但不限於現金證券買賣戶口及保證金證券買賣戶口），並將所有存於該等戶口、或為該等戶口持有的金額轉換為港幣，以及變賣該等戶口內之所有證券。當本人／吾等已向財華證券償還所有欠款項時，財華證券須：

- (i) 將該等戶口結餘存入本人／吾等之銀行戶口；
- (ii) 以支票形式，將該等戶口之結餘郵寄到本人／吾等之最後所知地址，本人／吾等願意承擔郵寄之風險；或
- (iii) 以支票形式，把該等戶口之結餘交付本人／吾等，或交付本人／吾等正式授權之代理或委託人。

33. 授權書

本人／吾等承諾會作出及簽署任何財華證券就有關任何本協定所授予或因本協議所產生之條款之實施、執行及強制履行所要求本人／吾等作出之行動及簽署的任何契約、檔或事物。本人／吾等並委任財華證券為本人／吾等之授權人，代表本人／吾等作出及簽署財華證券認為就有關上述實施、執行及強制履行必需或適宜作出之任何行動及簽署之任何契約、檔或事物。本人／吾等會追認及確認一切財華證券合法地及本著真誠地作出及簽署之上述行動、契據、檔或事項。



34. 常設授權(客戶款項)

- 34.1 本授權按財華證券酌情動用其戶口權益淨額超過對客戶該戶口的最低保證金要求，該要求由法律或其他有關監管機構所規定（「款項」）的全部或部份作下列用途，而毋須事先給予本人／吾等任何通知或取得本人／吾等的確認及/或指示：
- (i) 存入本人／吾等於財華證券或任何財華證券所屬的集團公司（根據《公司條例》所作之定義）內的成員公司所開設及持有任何獨立賬戶，以解除本人／吾等對財華證券集團內任何成員的義務或法律責任，不論此等義務和法律責任是確實或突然的，原有或附帶的、有抵押或無抵押的、共同或分別的；
 - (ii) 從任何上述的獨立賬戶之間來回調動；或
 - (iii) 存入本人／吾等於開戶申請表及不時更新提供的指定銀行賬戶內。
- 34.2 本人／吾等謹此同意就財華證券及財華證券所屬的集團公司（根據《公司條例》所作之定義）內的成員公司（或其他任何一間公司）。因執行上述授權而可能產生，蒙受及/或承受的一切虧損、損失、利息、費用、開支、法律訴訟、付款要求索償程式等等向所屬公司作出賠償，並保障該公司免受損害。
- 34.3 本授權的有效期限為十二個月，自本協議開始之日起計有效。本人／吾等確認並同意就財華證券若在本授權的有效期限屆滿前 14 日之前向本人／吾等發出通知，提醒本人／吾等本授權即將屆滿，而本人／吾等沒有在授權屆滿前反對此授權續期，本授權應當作在不需本人／吾等以書面同意下按持續的基準已被續期（十二）12個月。
- 34.4 本授權並不損害財華證券集團可享有有關處理該等獨立賬戶內款項的其他授權或權利。
- 34.5 本授權可於任何時候被本人／吾等以書面通知財華證券提出撤銷，然而在本公司收到撤銷的書面通知之前，任何本公司按本授權所達成的任何交易均不受該項撤銷所影響。

35. 保證金客戶之常設授權(客戶證券)

- 35.1 本人／吾等茲授權財華證券按下列方式處理財華證券或代表財華證券就本人／吾等之帳戶在香港收取或持有之客戶證券及證券抵押品：
- (i) 根據證券借貸協議運用任何客戶證券或證券抵押品；
 - (ii) 將任何證券抵押品存放於認可財務機構（定義見香港法例第155章《銀行業條例》），作為向財華證券提供財務通融之抵押品；
 - (iii) 將任何證券抵押品存放於香港中央結算有限公司、聯交所期權結算有限公司或另一獲發牌或獲註冊進行證券交易之中介人，作為解除和清償財華證券在交收上之責任和負債之抵押品；或
 - (iv) 將任何證券抵押品存放於香港中央結算有限公司、聯交所期權結算有限公司或另一獲發牌或獲註冊進行期貨合約交易之中介人，作為解除和清償財華證券在交收上之責任和負債之抵押品。

財華證券可毋須事先通知本人／吾等執行以上任何事項。倘財華證券收取之任何客戶證券或證券抵押品並未按照上文(i)至(iv)段加以運用或存放，則財華證券須依據《證券及期貨（客戶證券）規則》第5條進行註冊或存放。財華證券仍須就歸還根據本授權書所貸出或存放之任何客戶證券或證券抵押品向本人／吾等負責。

- 35.2 本人／吾等明白並接受以下情況：

- (i) 客戶證券及/或證券抵押品可能受制於第三方之留置權或合法索償，財華證券須於全數抵償該等留置權或索償後，方可將客戶證券及/或證券抵押品退回本人／吾等；
- (ii) 就本人／吾等帳戶持有之證券抵押品可能會與其他人擁有之證券抵押品匯集，從而大大增加受損風險；及
- (iii) 財華證券有轉按保證金客戶證券抵押品予認可財務機構。



- 35.3 本人／吾等亦授權財華證券處置本人／吾等任何或全部證券或證券抵押品，以清償由本人／吾等或有關代表結欠財華證券或任何第三方之負債。該授權在不損害財華證券依法或根據客戶協議而擁有之任何一般留置權、抵銷權或任何其他類似權利之情況下發出，以便處置本人／吾等任何或全部證券或證券抵押品，以清償由本人／吾等或有關代表結欠財華證券或任何第三方之負債。
- 35.4 本協議的有效期為十二(12)個月，自本客戶協議及簽署開戶申請表起計有效。然而，本人／吾等可透過向財華證券發出不少於七(7)個曆日之書面通知，隨時撤銷該授權。有關撤銷通知將於上述七(7)個曆日屆滿後生效，惟前提為本人／吾等於當時並無結欠財華證券任何尚未清償之負債。
- 35.5 本人／吾等明白，財華證券將於是項常設授權距離屆滿至少十四(14)個曆日前，以書面形式提醒本人／吾等該授權即將屆滿。本人／吾等茲同意，除非本人／吾等於屆滿日期前拒絕重續該常設授權，否則常設授權將按本文件所載之相同條款自動重續十二(12)個月。本人／吾等明白，倘常設授權自動重續，財華證券將於其屆滿日期後一(1)星期內寄發重續確認書予本人／吾等。

36. 合適性規定

如財華證券向客戶招攬銷售或建議任何金融產品，該金融產品必須是財華證券經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他財華證券可能要求客戶簽署的文件及財華證券可能要求客戶作出的聲明概不會減損本條款的效力。

(注：「金融產品」指《證券及期貨條例》(香港法例第五七一章)所界定的任何證券。)

37. 管轄法律

本協議須受香港特區法律管轄，並須據之詮釋。本人／吾等不可撤銷地服從香港特區法院的非獨占司法管轄權。

38. 一般規定

- 38.1 本協定取代本人／吾等與財華證券已往就戶口達成的一切協定、安排(如有)。
- 38.2 未經財華證券之書面同意前，本人／吾等不會將本協議中之權利及／或義務轉予他人。
- 38.3 本協議條款不得視為移除、排除、限制本人／吾等在香港特區法律中的權利，以及財華證券在香港特區法律中的義務。倘本協議任何條款給法院或監管機構、組織視為無效或不能執行，其餘條款可否執行，有否效力，不會因此而受影響。
- 38.4 無論如何，倘財華證券在任何時間未能恪守本協議內之任何條款或條件，或於財華證券方面持續出現此等行為，將不構成或視為財華證券放棄任何權力、權利、賠償或特權。
- 38.5 在本協議中，除文義另有所指外，否則：
- (i) 「條」、「款」、「段」、和「附錄」等詞均指本協議之條、款、分段和附錄；「本協議」一詞包括其附錄；
 - (ii) 本協議內表明單數之字應包括眾數(相反如是)，具性別含意的詞語亦應包括所有性別，「人士」一詞則包括個人、機構、公司、註冊公司、未註冊公司、國家或其機關；以及
 - (iii) 本協議所提及的法定條文，須解釋為不時修訂或重新頒佈的條文(不論在本協議簽署之前，還是之後修訂或重新頒佈)，並包括重新頒佈的條文(不論有否修訂)，以及據之制訂的附屬法例。
- 38.6 各項標題只為方便參閱而加插，不影響本協議的解釋。
- 38.7 就本協議而言，「集團公司」指財華證券有限公司最終控股公司及其各家附屬公司(定義見香港《公司條例》(第32章))。



38.8 如文義允許，「本人／吾等」一詞包括「本人／吾等授權的人士」。

39. 英文本與中文本

本人／吾等確認已獲告知，要仔細閱讀本協議之英及／或中文本；本人／吾等已仔細讀之。本人／吾等亦獲告知，要聽取獨立法律意見，且已有此機會。本協定內容亦已全部以本人／吾等選擇的語言，向本人／吾等解釋清楚，而本人／吾等明白並接受本協定內容，同意受之約束。若本協定中文本與英文本有所矛盾，本人／吾等同意以英文本為準。

40. 有客戶身份的承諾

40.1 於無影響本協定任何其他條款的情況下，任何香港特區或海外監管機構可以向財華證券合法索取任何戶口內交易之有關資料，包括但不限於香港證監會、香港交易所及海外交易所（「**監管者**」）：

- (i) 本人／吾等將於財華證券提出要求後，立即向監管者提供其可能要求的資料，包括但不限於以下三類人之身份、位址、職業、聯絡資料及其它身份證明詳情：**(a)**委託展開交易之人士（就本人／吾等所知）；**(b)**於交易中最終獲得利益之人士；及**(c)**發起該項交易之任何第三者；
- (ii) 倘本人／吾等為集體投資計畫、全權控制戶口或全權信託進行交易，本人／吾等將於財華證券提出要求後，立即向監管者提供有關該計畫、戶口或信託之身份、位址、聯絡資料，以及（倘適用）代表該計畫、戶口或信託，指示本人／吾等進行該宗交易的人士的身份、位址、職業及聯絡資料。本人／吾等承諾，本人／吾等代表任何計畫、信託或戶口投資的酌情權給撤銷後，本人／吾等會立即通知財華證券。屆時，本人／吾等亦會應監管者的要求，立即向其提供指示該次交易之人士之身份、位址、職業及聯絡資料；及
- (iii) 倘本人／吾等知悉本人／吾等之客戶，為其他客戶作為中間人進行交易，而本人／吾等並不知道該等客戶之身份、位址、職業及聯絡資料時，本人／吾等確認：
 - (a) 本人／吾等與客戶有合宜安排，使本人／吾等有權應要求立即從客戶取得上文第(i)及／或第(ii)段所列之資料，或促成取得該等資料；及
 - (b) 當財華證券就戶口下之交易提出要求，本人／吾等當立即向指示進行該宗交易之客戶索取上述第(i)及／或是(ii)段所列之資料，使資料可立即提供與監管者。

40.2 本人／吾等確認本人／吾等及本人／吾等之客戶均不受制於禁止本人／吾等作出本條款(i)、(ii)或(iii)段所列之行為，或倘本人／吾等或本人／吾等之客戶受制於該等法律，本人／吾等或本人／吾等之客戶（視乎情況而定）已放棄該等法律之利益，或以書面同意本人／吾等作出上述分段所列之行為。

40.3 縱然戶口或本協議終止，本條款仍然繼續生效。

41. 戶籍

如情況適用，本人／吾等同意填寫第W-8海外身份證書暨披露通知替代表格，在財華證券開立美國股份戶口。本人／吾等同意，若其在美國的戶籍有變，就給予財華證券通知。



額外條款及條件

電子交易服務的條款及條件

1. 定義及釋義

1.1 在本補充協議中，除非文義另有所指，否則下列詞語有以下涵意：

「接達碼」：指密碼和用戶識別；

「財華證券郵件」：指財華證券為交付、收取確認書、結單及其它通知而操作的保密傳訊設施；

「財華證券網服務」：指財華證券根據本補充協定提供之電子交易服務，包括但不限於服務、財華證券郵件、財華證券網站所載的資訊，以及其中包含的軟體；

「信息」：指數據、資料庫、報價、新聞、研究、圖形、繪圖、文本，以及其他可藉服務取閱的資訊；

「資訊提供者」：指提供資訊的第三方，包括但不限於香港及海外各個證券市場，例如：證券交易所（包括香港聯合交易所（聯交所））及其附屬或聯營公司；

「資訊傳送者」：指傳送資訊的第三方；

「知識產權」：指在任何法域的專利權、設計（不論已否註冊）、商標、服務商標、版權、訣竅、商業秘密、商譽，以及相關或類似的權利；

「密碼」：指本人／吾等的私人密碼，與用戶識別一併使用，接達服務、資訊、財華證券郵件，以及財華證券提供的其他服務；

「服務」：指財華證券和／或代表財華證券提供的設施，讓本人／吾等可給予電子指示，買入、沽出或以其他方式進行證券交易（不論是在香港還是在其他地方），並收取資訊、財華證券郵件及使用相關服務；以及

「用戶識別」：指本人／吾等的私人識別，與密碼一併使用，接達服務、資訊、財華證券郵件，以及財華證券提供的其他服務。

1.2 除非另有說明，否則本補充協議沒定義的詞語，沿用客戶協定所賦的涵義。

1.3 除非另有說明，否則本補充協議並不妨礙（而是附加於）客戶協定所有其他條款。

2. 適用客戶協定

本補充協議（包括不時做出的修訂）構成客戶協定的一部份。本人／吾等承認並同意客戶協定連同本補充協定條款，均適用於本人／吾等利用服務跟財華證券進行證券交易。

3. 服務

3.1 本人／吾等同意只根據本補充協定的條款使用服務。凡他日藉財華證券網服務提供的額外服務，本人／吾等都只會根據本補充協定的條款使用。

3.2 本人／吾等可不時指示財華證券，以代理的身份，代為利用服務，為電子戶口存入、買入，以及／或沽出證券，或以其他方式進行證券交易、處理應收款或款項。

3.3 本人／吾等同意是本補充協定所述服務之唯一獲授權使用者，須對財華證券所發的接達碼之保密、安全和使用自行承擔全部責任。

3.4 本人／吾等承認並同意，無論本人／吾等有否授權，凡以接達碼經服務發出的指示，都由本人／吾等自行承擔全部責任。財華證券、財華證券高級職員、雇員、代理毋須為處理、辦錯或遺失指示而負責。若指示經服務發出，凡財華證券因此而招致或蒙受的損失、損害、費用、開銷及法律責任，本人／吾等都會給予免責補償。



- 3.5 本人／吾等承認並同意，利用服務發出指示的先決條件之一，是倘遇下列情況，本人／吾等會即時通知財華證券：
- (i) 本人／吾等已利用服務發出指示，但沒收到命令編號或對買賣指示或其執行的準確確認（不論是書面、電子，還是口頭）；
 - (ii) 無論是書面、電子，還是口頭，本人／吾等收到交易確認，但交易並非本人／吾等所指示，或有類似爭論；
 - (iii) 本人／吾等察覺有人擅自使用本人／吾等接達碼；或
 - (iv) 本人／吾等使用服務時，遇到困難。
- 3.6 本人／吾等收到財華證券電子或書面資訊，確認收到或證實已執行指示後，財華證券才會視為已收到或執行本人／吾等的指示。
- 3.7 本人／吾等同意，每逢輸入指示，都會事先加以復核，因為指示一經發出，便可能無法取消。本人／吾等可要求取消或修改指示，但財華證券無義務答應要求。本人／吾等承認，指示只可在執行之前取消或修改。若取消的指示已完全或局部執行，本人／吾等會對已執行的交易負全責，財華證券毋須為此負責。
- 3.8 本人／吾等承認並同意，倘若本人／吾等使用服務期間所採用的通訊方式暫時無法使用，本人／吾等仍可在此期間繼續操作有關電子戶口，但財華證券有權索取不時認為適合的資料，以核實本人／吾等的身份。
- 3.9 本人／吾等明白，無論以電子還是其他方式，發給財華證券的買賣指示，並不保證會得到執行。本人／吾等同意，若指示沒有執行，財華證券、財華證券高級職員、雇員、代理毋須負責。
- 3.10 本人／吾等明白，除非電子戶口有足夠淨款項或證券，以資交收，否則財華證券不會執行本人／吾等的指示。本人／吾等承認，若電子戶口沒有足夠淨款項或證券，以致服務（包括買賣證券指示的執行）有所延誤，或未有提供，財華證券毋須負責。
- 3.11 本人／吾等同意，支付財華證券可能就服務收取的一切費用、服務費、使用費，亦同意該等費用可以更改，毋須通知。
- 3.12 本人／吾等承認並同意，雖然可以利用服務取閱備考確認書和戶口結單，但以財華證券發出的成交單據和戶口月結單為準，並受之約束。
- 3.13 本人／吾等承認並同意，財華證券可披露本人／吾等的電子通信，披露範圍與財華證券可按客戶協定規定，披露本人／吾等或電子戶口其他資料的範圍相同。
- 3.14 本人／吾等明白並接受，財華證券可隨時自行酌情禁止、限制、終止本人／吾等接達服務，以及買賣的能力，毋須事先通知。財華證券結束電子戶口，不會影響各方在結束之日前承受的權利和／或義務。

4. 電子通訊

本人／吾等明文同意，財華證券可經電子方式或設施，與本人／吾等通信，或給予本人／吾等通知；該等通知或通信若經財華證券郵件或其他方式以電子設備發出，都在資訊傳給本人／吾等之時，視為收訖。

5. 知識產權

- 5.1 本人／吾等承認並同意，凡資訊、有關財華證券網服務的軟體程式和源碼所包含的知識產權，財華證券都是擁有人或經授權獲特許人。本人／吾等不會試圖竄改、修改、解編、還原、損害、毀壞或以任何方式改變或再特許，亦不試圖擅自取閱資訊或財華證券網服務任何部份。本人／吾等承諾，若察覺他人正做出本段前述的行為，就立即通知財華證券。
- 5.2 本人／吾等承認，財華證券從資訊提供者取得資訊。本人／吾等同意遵守資訊提供者（包括但不限於聯交所）就資訊的供應和使用而施加的一切條件、限制。本人／吾等尤其同意：
- (i) 提供給本人／吾等的資訊，僅供本人／吾等個別使用；除非在自己日常業務中使用（但不包括向第三方散播資訊），否則本人／吾等不得使用資訊或其中部份；



- (ii) 若已經或可以在聯交所上市的證券或相關證券正在聯交所以外的場合買賣，就不以資訊（協助）成立、維持或提供交易場或買賣服務；
- (iii) 未經財華證券和資訊提供者明文書面同意，不得以任何方式向他人複製、轉送、散播、出售、經銷、出版、廣播、傳閱，或用於商業用途；以及
- (iv) 不將（亦不容許）資訊用於非法用途。

5.3 本人／吾等同意，不會轉讓、出讓、再特許本補充協議給予本人／吾等的所有或部份權利。

5.4 本人／吾等同意，收到財華證券書面通知後，容許財華證券或財華證券書面授權的人士，隨後為合法目的，就本補充協定的條款，盡促檢查本人／吾等房舍、紀錄；檢查目的包括但不限於信納本人／吾等沒有在違反本補充協定條款的情況下，使用資訊或其所載的軟體。

6. 無保證、擔保

6.1 本人／吾等承認並同意，服務照「原樣」供給本人／吾等；使用服務的風險，由本人／吾等自行承擔。本人／吾等承認，財華證券和資訊提供者都沒就服務（包括經服務提供的資訊）給予明示和默示保證，包括但不限於沒保證不侵犯第三方權利，可以商售，或適合個別目的、用途。

6.2 本人／吾等承認，由於市場情況變化不定，資料傳送過程亦可能有延誤，資料可能並非相關證券或投資的即時市場報價。本人／吾等承認，財華證券並無獨立依據，核實或質疑收到的資訊是否準確、齊全。本人／吾等不得從收到的資訊，推論財華證券有何建議或認可。

6.3 本人／吾等明白，財華證券、財華證券代理、資訊提供者、資訊傳送者都沒保證資訊合時、順序、準確、連續、即時、齊全。

7. 責任限制

7.1 本人／吾等同意：

- (i) 凡因接達或使用，或無法接達或使用服務而導致的各類直接、間接、特殊、隨之而起、附帶損害，包但不限於因資訊提供者或資訊傳送者的行為、遺漏、錯誤、延誤、中斷而導致的損害，財華證券、財華證券高級職員、雇員、代理、資訊提供者、資訊傳送者都毋須就任何損失承擔賠償責任，亦毋須負任何責任。即使財華證券、財華證券高級職員、雇員、代理、資訊提供者、資訊傳送者曾獲告知該等損害、損失可能出現，亦毋須負責；或
- (ii) 凡因財華證券、財華證券高級職員、雇員、代理、資訊提供者、資訊傳送者不能控制的原因而導致的損害，財華證券、財華證券高級職員、雇員、代理、資訊提供者、資訊傳送者都毋須就任何損失承擔賠償責任，亦毋須負任何責任。有關原因包括但不限於政府限制、暫停交易、電子或機械設備或通訊線路失靈；電話或其他互聯網設施遇障；電腦硬體或軟體無法相容；互聯網未能或不可接達；互聯網服務供應商或其他與本人／吾等電腦有關的設備、服務遇障；電力中斷；資料傳送設施遇障；有人擅自接達、盜竊、火災、戰爭、罷工、民眾騷亂、恐怖主義行為（或恐怖組織威脅做出的行為）、天災、勞資糾紛。

7.2 本人／吾等同意，若本人／吾等因使用服務而令本身電腦、軟體、數據機、電話、其他財物受損，財華證券毋須負責。

8. 免責補償

本人／吾等同意，凡因本人／吾等使用服務（包括但不限於本人／吾等違反本補充協議，或侵犯知識產權）而引起的，或與之有關的申索、損失、責任、費用、支出，本人／吾等都會給予財華證券，財華證券高級職員、雇員、代理、資訊提供者、資訊傳送者免責補償。本補充協議終止後，是項義務仍會有效。



9. 風險披露

本人／吾等承認並接受：

- (i) 需求達頂點、市況反復、系統升級或維修期間，或因其他原因，服務之接達可能受到限制，甚或不可供本人／吾等接達；
- (ii) 由於無法預期的網路擁擠和其他原因，電子傳送可能並非可靠的通信媒介，而此事又非財華證券所能控制；
- (iii) 由於網路擁擠，傳送可能受阻、中斷、耽誤；又因互聯網可供大眾使用，可能會有資料誤傳。經電子工具進行的交易，可能因此而受影響；
- (iv) 指示可能不獲執行，或可能有延誤，因此執行價可能與本人／吾等給予指示時通行的價格有異；
- (v) 第三方可能擅自取閱通信和個人資料；
- (vi) 本人／吾等的指示可能未經人手復核，就予以執行；
- (vii) 通常指示一經發出，就不可取消；以及
- (viii) 系統可能故障，包括軟、硬體失靈，或通信設施失效，可能導致本人／吾等的指示沒按照本人／吾等的指示執行，或根本沒有執行。

10. 聯交所免責聲明

香港聯合交易所有限公司竭力確保所提供的資料準確可靠，但不保證其準確可靠，不會對資料不準確或有遺漏所產生的損失、損害負責（無論是侵權法、合約法，還是其他方面的權利）。

11. 其他條款

- 11.1 本人／吾等承認，已閱讀、明白本補充協議的條款，並同意受之約束。
- 11.2 財華證券書面確認收到本人／吾等根據客戶協定第32條發出之書面指示，終止客戶協定前，本補充協定仍有十足效力。



附錄一

以下證券交易的風險披露聲明乃根據《證券及期貨事務監察委員會持牌人或註冊人操守準則》第6條2款(h)段向閣下(客戶)提供，閣下(客戶)務請留意內容及簽署以下客戶確認書。

證券交易的風險披露聲明

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。

保證金證券交易的風險披露聲明

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持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，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。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會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你。

提供將你的證券抵押品等再質押的授權書的風險

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若你是專業投資者，則有關限制並不適用。此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。

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

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。



買賣創業板股份的風險披露聲明

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質及其它特點，意味著這個市場較適合專業及其它熟悉投資技巧的投資者。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白之處，應尋求獨立的專業意見。

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

風險披露聲明

按照納斯達克 — 美國證券交易所試驗計畫（「試驗計畫」）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畫的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計畫。你應知悉，按照該項試驗計畫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。

提供代存郵件或將郵件轉交第三方的授權書的風險披露聲明

假如你向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第571章）及根據該條例制定的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。



TERMS AND CONDITIONS

1. The Account

- 1.1 I/We confirm that the information provided in the Account Opening Form and the Client's Information Statement is true, complete, up-to-date and accurate.
- 1.2 I/We will inform FINET immediately of any changes to the information supplied in opening my/our account. Finet Securities Limited (hereinafter call as "FINET") is entitled to rely on the information for all purposes until FINET has received notice in writing from me/us of any changes.
- 1.3 FINET is authorized at any time: (i) to obtain references and account information from my/our bankers and for this purpose I/we hereby waive my/our bankers' duty of confidentiality; and (ii) to contact any other persons to verify the information provided by me/us. Further, I/we hereby authorize FINET at any time to conduct credit enquiries on me/us for the purpose of ascertaining my/our financial situation.
- 1.4 FINET will keep information relating to the Account confidential, but as required by law, the conditions of FINET's licensed status or membership of any stock exchange, may provide information to any regulatory authority, stock exchange or similar bodies and will not be liable in any way to me/us for so doing.

2. Laws and Rules

- 2.1 All transactions in relation to securities which FINET effected for or on my/our behalf in the Hong Kong Special Administrative Region of the People's Republic of China (the "HKSAR") or elsewhere shall be effected in accordance with all laws, rules and regulatory directions applying to FINET. This includes, but not limited to:-
 - (i) in relation to transactions undertaken by FINET in the HKSAR, the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the Stock Exchange of Hong Kong Limited ("the Exchange") and of the Hong Kong Exchanges and Clearing Limited and the laws of the HKSAR as amended from time to time; and
 - (ii) in relation to transactions undertaken by FINET outside the HKSAR, the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the relevant exchange, clearing house or other market in any country where the transactions are executed and all applicable laws, rules and regulations in the relevant jurisdiction.
- 2.2 All actions undertaken by FINET in accordance with all applicable laws, rules and directions shall be binding on me/us and FINET.
- 2.3 I/We agree that all those transactions in securities undertaken by FINET for or on my/our behalf outside the HKSAR may be effected by FINET directly on any exchanges where FINET is authorized to transact stockbroking business or, at FINET's option, on any exchanges through any other broker which FINET may, at FINET's discretion, decide to employ or engage. Provided FINET has chosen such other broker in good faith, FINET shall not be liable to me/us for any act or omission of such other broker. I/We undertake to familiarise myself/ourselves with the foreign markets in question before I/we trade in those markets.
- 2.4 I/We further undertake that I/we shall not engage in any transactions which are designed to, or likely to, result in the creation of a false market in securities and that I/we will not engage in any insider dealing or any other prohibited or unlawful activities.

3. Orders and Instructions

- 3.1 I/We acknowledge that by reason of physical restraints on stock exchanges (including the Exchange), market volatility in the price of securities and for other reasons beyond FINET's own control, there may on occasions be a delay in dealing and/or FINET may not be able to trade in securities at the prices quoted at any specific time or "at best" or "at market" value. I/We confirm that FINET shall not be liable for any loss arising by reason of FINET's failing, or being unable to comply with any terms of any order or instructions. Where FINET is unable to perform any order or instructions in full, unless specifically instructed otherwise on the particular occasion concerned, FINET is entitled to effect partial performance of the order or



instructions without prior reference to, or confirmation from me/us.

- 3.2 I/We confirm that FINET may accept instructions given to FINET in writing or verbally, including by telephone, facsimile or other electronic means (including unauthenticated telex). FINET will not be under any duty to verify the capacity of the person(s) giving those instructions. I/We confirm that FINET reserves the right to decline to accept instructions from time to time as FINET sees fit. I/We fully understand that there are risks in operating the Account on instructions given verbally (including given by telephone), by facsimile or other electronic means. I/We accept all risks of so doing and irrevocably release FINET from all liabilities arising out of or in connection with such instructions, whether or not FINET takes, or decline to take, action in accordance with those instructions.
- 3.3 Unless I/we give specific instructions to the contrary, all orders and instructions are good for the day only and will lapse at the end of the official trading day of the exchange in respect of which they are given.
- 3.4 FINET will record telephone conversations with me/us and I/we will accept the contents of any such recording as final and conclusive evidence of the conversation concerned and its content.

4. Suspension or Closure of Account

- 4.1 FINET may, in FINET's absolute and sole discretion, refuse to accept and/or carry out any instructions and/or may suspend the operation of the Account from time to time and/or close the Account and cease to act on my/our behalf further, without being obliged to give any reasons for any such refusal and/or suspension and/or closure.
- 4.2 Upon the suspension or closure of the Account all monies owing by me/us to FINET shall immediately become due and payable and upon full payment of all such monies FINET shall deliver as soon as is reasonably practicable any funds in the Account and/or any securities held in FINET's (or FINET's agent's or nominee's) name to me/us or to my/our successors in title. To the extent that it is not practicable to deliver any such securities FINET is authorized to sell the same and account to me/us for the proceeds.
- 4.3 For the avoidance of any doubt, I/we confirm that FINET has absolute and sole discretion to decide what, when, how, and to whom to sell any of securities held on my/our behalf without being liable in any way for losses or expenses thereby caused or incurred whether by market fluctuation or otherwise howsoever; and that FINET is entitled to charge at FINET's absolute and sole discretion reasonable fees in respect of acts done in accordance with Clause 4.2 above.

5. Transactions

- 5.1 FINET will act as my/our agent in effecting transactions in securities. In the event FINET acts as a principal FINET will indicate this fact in the contract note for the relevant transaction or otherwise.
- 5.2 I/We will notify FINET when a sale order relates to securities which I/we do not own, i.e. involves short selling.
- 5.3 Unless otherwise agreed, in respect of each transaction, unless FINET is already holding cash or securities on my/our behalf to settle the transaction, I/we will:-
- (i) pay FINET cleared funds or otherwise ensure that FINET has received such funds on or before the date on which payment for the securities is first due in accordance with the rules of the stock market in which the transactions are effected (the "settlement date"); or
 - (ii) deliver to FINET securities in deliverable form or otherwise ensure that securities will be available to FINET on or before the settlement date.
- 5.4 Time is of the essence as regards all payments and/or delivery of securities due from me/us to FINET. If I/we fail to perform my/our obligations set out in Clause 5.3 above, FINET may:-
- (i) in the case of a purchase transaction, to transfer or sell any such purchased securities and/or any other of my/our securities as FINET may in FINET's absolute discretion decide to satisfy my/our obligations to FINET; or



(ii) in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy my/our obligations to FINET.

- 5.5 I/We will be responsible to FINET for any loss, costs, fees and expenses on a full indemnity basis in connection with and/or arising out of any instructions given to FINET on my/our behalf and/or in respect of any failure to meet my/our obligations by the settlement date; and I/we undertake not to bring any claim against FINET if FINET exercise FINET's rights under Clause 5.4 above.
- 5.6 If FINET has to obtain securities, which FINET has purchased on my/our behalf in the open market, following the failure of the selling broker to deliver on the settlement date, FINET will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.

6. Commissions, Charges, Levies and Rebates

6.1 I/We will pay FINET:-

- (i) FINET's commissions at such rate(s) as FINET may from time to time have notified to me/us as being the rate(s) applicable to the Account;
- (ii) charges and all other disbursements reasonably incurred by FINET in relation to transactions which transactions have been duly authorized by me/us or duly executed for or on my/our behalf;
- (iii) all applicable levies or fees imposed by the Exchange (or such other exchange through which the transaction is executed); and
- (iv) all applicable stamp duties.

6.2 FINET may deduct such commissions, charges, levies and stamp duties from the Account.

6.3 I/We hereby acknowledge and agree that in respect of transactions entered into on my/our behalf, FINET may from time to time receive and shall be entitled to retain certain cash or money rebates and the benefit of reduced commissions or share commissions with fund houses, brokers, licensed corporations or other third parties unless specifically prohibited by the rules and regulations of the relevant exchange or other market practices.

7. Interest

7.1 I/We agree to pay interest, which shall accrue daily, on all overdue balance owing by me/us to FINET (whether pursuant to any demand or otherwise), after as well as before any judgment, at such rate(s), not exceeding the maximum permitted by law, as FINET may from time to time in FINET's absolute discretion determine and have notified me/us in writing.

7.2 Interest on all overdue balance owing by me/us shall be calculated and payable to FINET on the last day of each calendar month or upon any demand being made by FINET.

8. Transfer of Securities

FINET shall if so requested by me/us as soon as reasonably practicable procure the registration of any securities from time to time forming part of the Account in my/our name or my/our nominee's name.

9. Safekeeping of Securities

9.1 Any securities deposited by me/us with FINET and/or purchased by FINET on my/our behalf, and held by FINET for safekeeping may, at FINET's discretion be either:-

- (i) registered in my/our name or in the name of FINET's nominee (including, for the avoidance of doubt, any overseas nominee in circumstances where transactions in securities hereunder take place outside the HKSAR); or
- (ii) deposited in safe custody in a designated account with FINET's banker or some other institution approved by the Securities and Futures Commission ("the SFC").

9.2 Where securities are not registered in my/our name, (subject to any applicable law) any dividends or other benefits arising in respect of such securities



shall, when received by FINET, be credited to the Account or paid or transferred to me/us, as agreed with FINET. Where the securities form part of a larger holding of identical securities held for FINET's 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.

- 9.3 FINET shall not, without my/our prior authority, deposit any of my/our securities with third parties as collateral for financial accommodation provided to FINET or lend or otherwise part with (except as provided in Clause 9.1 above) the possession of any such securities for any purpose. This provision does not affect FINET's right to dispose of my/our securities for the purpose of settling any liability owed by me/us to FINET under this Agreement.

10. Custodian and/or Nominee Services

- 10.1 In consideration of FINET's providing at my/our request custodian and/or nominee services, I/we agree to pay FINET fees at such rate(s) as FINET may from time to time have notified to me/us in respect of any securities held by FINET as my/our custodian or registered by FINET on my/our behalf in the name of FINET's nominee.
- 10.2 If any action is required in respect of such securities and I/we cannot be contacted or fail to give FINET punctual or adequate instructions for such action, I/we hereby authorize FINET to act on my/our behalf as FINET shall in FINET's absolute discretion think fit, including, without limitation, exercising any voting rights in respect of securities of which I am/we are the beneficial owner but which are registered in the name of FINET's nominee and FINET shall not be liable, in the absence of fraud or wilful default, for such action as FINET may take.
- 10.3 I/We undertake to indemnify FINET against all costs, charges and expenses that may be incurred by FINET in respect of securities held by FINET for safekeeping, or registered in the name of FINET's nominee, on my/our behalf.
- 10.4 FINET's obligations to deliver, to hold in safe custody or otherwise or to register in the Client's name, securities purchased or acquired by the Company on the Client's behalf shall be satisfied by the delivery, the holding or registration in the Client's name or the Client's nominee of securities of the same class, denomination and nominal amount as, and rank *pari passu* with, those originally deposited with, transferred to or acquired by FINET on the Client's behalf (subject always to any capital reorganization which may have occurred in the meantime) and FINET shall not be bound to deliver or return securities which are identical with such securities in terms of number, class denomination, nominal amount and rights attached thereto.

11. Monies Held for Me/Us

- 11.1 Unless otherwise direct instructed by me/us, FINET shall retain on my/our behalf:-
- (i) all amounts received by FINET from the sale of my/our securities or which may otherwise arise from the operation of the Account by FINET (including but not limited to dividend and interest receipts); and
 - (ii) all amounts received by FINET from me/us for the purchase of securities; less any amounts which FINET is entitled to deduct therefrom under the terms of this Agreement or any other agreement that FINET or any of FINET's group companies may have with me.
- 11.2 Such monies retained by FINET on my/our behalf, less any amounts which FINET is entitled to deduct therefrom, shall within 1 business day after their receipt (or such other period as may be prescribed by law) be transferred into a designated trust account maintained with a licensed bank as required by applicable laws from time to time. In this Agreement, "**business day**" means a day (excluding Saturday) on which banks are open for business in the HKSAR.
- 11.3 I/We agree that no interest shall accrue for my benefit on sums retained by FINET on my/our behalf until the same are paid into the trust account referred to above. The rate(s) and other terms applicable to any monies held in such trust account on my/our behalf shall be determined by FINET at FINET's discretion and shall be notified by FINET to me/us from time to time.



12. Remission of Monies

- 12.1 FINET shall, within 24 hours of demand or upon receipt of funds by FINET following the sale of securities on my/our behalf (as the case may be), pay by cheque or remit to me/us all or part of the monies forming part of the Account except:-
- (i) such amounts which FINET is entitled to deduct therefrom under the terms of this Agreement or any other agreements that FINET or any of FINET's group companies may have with me; and/or
 - (ii) such monies as shall have been placed on deposit with FINET.
- 12.2 Any amounts to be transferred by FINET to me/us shall be transferred to the bank account specified in the Client's Information Statement or to such other account as I/we may from time to time in writing specify or in such other manner as FINET may agree.

13. Currency of the Account

- 13.1 Unless otherwise notified to me/us, my/our account with FINET will be maintained in Hong Kong dollars. If FINET is instructed (or if the circumstances require FINET) to effect any transaction for my/our account in a currency other than Hong Kong dollars, FINET or FINET's group companies or clients associated with FINET may enter into foreign exchange contracts to complete such transactions. FINET may make purchases and/or sales outside the market in which the securities concerned are normally traded.
- 13.2 I/We accept the risk of loss arising as a result of a fluctuation in the exchange rate between foreign currency and Hong Kong dollars will be entirely mine/ours. I/We agree that in the absence of manifest error FINET's determination as to the rate of exchange applicable at the material times shall be conclusive.

14. Dealings by FINET

FINET may take the opposite position to my/our orders whether it is on FINET's own account or on behalf of FINET's other clients or FINET's group companies. Nothing herein contained shall place FINET under any duty to disclose to me/us any fact or thing which comes to FINET's notice in the course of acting in FINET's own capacity or in the capacity for any other person.

15. Priority

- 15.1 I/We understand that, subject to applicable laws and regulations, FINET may in FINET's absolute discretion determine the priority in the execution of FINET's clients' orders, due regard being had to the sequence in which such orders were received, and I/we shall not have any claim of priority to another client in relation to the execution of any order received by FINET.
- 15.2 FINET may, without reference to me/us, combine for execution my/our orders with the orders of other clients. This may result in a more favourable or less favourable price being obtained for me/us than would have been achieved had the orders been executed separately. Where there are insufficient securities to satisfy orders so combined, the transaction shall be allocated between clients at FINET's discretion, with due regard being given to the sequence in which such orders were received.

16. Lien

Any and all monies and securities, acquired for or on my/our behalf, or in which I/we have an interest which are held for my/our account shall be subject to a general lien for the discharge of my/our obligations to FINET and should I/we not fully and promptly satisfy those obligations I/we agree that FINET shall have the right (but not the obligation) to sell all or some of the said securities at such time(s) and price(s) and manner as FINET in FINET's sole discretion decide, to discharge the obligations without being liable for losses resulting from such sale(s).



17. Consolidation of Accounts and Set-off

- 17.1 Without limiting any of FINET's rights and powers, FINET may at any time without notice to me/us combine or consolidate all or any of my/our accounts with and liabilities to FINET and/or FINET's group companies and set-off or transfer any sum(s) in whatever currency standing to the credit of such account(s) in or towards satisfaction of any of my/our liabilities of whatever nature (including liabilities incurred as principal or surety and whether such liabilities be actual or contingent, primary or collateral, several or joint) to FINET and/or FINET's group companies. This right of set-off is a continuing security and is in addition and without prejudice to any security FINET may now or hereafter hold.
- 17.2 In respect of any payments by FINET to offset and discharge any of my/our obligations to any of FINET's group companies, I/we agree that FINET shall not be concerned whether or not such obligations exist, provided demand has been made on FINET by such group company. Without limiting or modifying the general provisions of this Agreement, FINET is hereby specifically authorized to transfer any sum or sums among the different accounts that I/we have with FINET and with any of FINET's group companies provided that all rules, regulations and procedures of the Exchange are complied with at all times.

18. Own Judgment

- 18.1 I/We acknowledge and agree that any dealing in or with securities effected by FINET pursuant to instruction from me/us shall result from my/our own judgment not from any advice given by FINET's employees and/or agents and I/we shall not seek, nor seek to rely on, any advice from FINET's employees and/or agents in that regard.
- 18.2 I/We acknowledge that investment advice which any employee or agent purports to give, does not fall within the scope of their employment with FINET.

19. New Issues

- 19.1 If I/we request FINET to apply on my/our behalf for securities in a new issue for listing on the Exchange, I/we agree to be bound by the terms of the new issue and in particular, I/we hereby:-
- (i) warrant and undertake that any such application shall be the only application made for my/our benefit and that I/we shall make no other application in that issue;
 - (ii) authorize FINET to represent and warrant to the Exchange that no other application shall be made or shall be intended to be made by me/us or for my/our benefit;
 - (iii) acknowledge that FINET will rely on the above warranties, undertakings and authorizations in making the application; and
 - (iv) waive all and any claims I/we may have against FINET, FINET's directors, employees and/or agents should any securities in the new issue not be issued to me/us unless such non-issue is due to FINET's personal and wilful default, done with intent to cause the actual loss suffered by me/us; Provided that if multiple applications are allowed for a particular new issue under the relevant new issue terms and by all regulatory bodies concerned, then the warranties, undertakings and authorizations above shall apply to such new issue applications to intent that FINET can assume and proceed on the basis that I/we am/are complying with all applicable rules and terms whatsoever and howsoever arising.
- 19.2 In relation to a bulk application to be made by FINET or FINET's agent on the FINET's own account and/or on behalf of me/us and/or the FINET's other clients, I/We acknowledges and agrees:
- 19.2.1 that such bulk application may be rejected for reasons which are unrelated to me/us and my/our application and neither the FINET nor the FINET's agent shall, in the absence of fraud, negligence or wilful default, be liable to me/us or any other person in consequence of such rejection; and

- 13.7.2 to indemnify FINET in accordance with Clause 21 if such bulk application is rejected either in circumstances where the representations and



warranties have been breached or otherwise because of factors relating to me/us. I/We acknowledges that I/We may also be liable in damages to other persons affected by such breach or other factors.

20. Unclaimed Credits

I/We agree that any amounts received by FINET whether in the form of dividends, unrepresented cheques, remittances or any other form whatsoever, where the owner or owners of such amounts cannot be identified or traced by FINET's using reasonable efforts, will become FINET's property after a period of 6 years from the receipt of such amounts by FINET. I/We further agree that once such amounts have become FINET's property in accordance with the terms of this provision, I/we shall have no claim whatsoever against FINET in respect of such amounts or any part thereof and I/we hereby waive any rights or claims whatsoever which I/we may have or acquire over such amounts or any part thereof.

21. Liability and Indemnity

- 21.1 Neither FINET nor any of FINET's officers, employees or agents shall be liable to me/us for any loss suffered by me/us arising out of or in connection with any act or omission in relation to the Account unless such loss results from FINET's fraud, negligence or wilful default.
- 21.2 I/We agree to indemnify FINET and FINET's officers, employees and agents against all costs (including without limitation all legal costs and any costs incurred by FINET in the collection of any debt), claims, liabilities and expenses arising out of or in connection with the performance of FINET's duties or discretions hereunder or arising out of or in connection with any breach by me/us of my/our obligations to FINET or if any representation or warranty made by me/us becomes untrue or inaccurate.

22. Representations, Warranties and Undertakings

- 22.1 I/We represent and warrant that I/we have full and unrestricted power to enter into this Agreement and that I/we have obtained all necessary consents and have taken all necessary action (including, where appropriate, any action required under our corporate or other organizational documents) to authorize me/us to enter into this Agreement and to perform my/our obligations hereunder.
- 22.2 I/We agree not to charge or pledge, or allow to subsist any charge or pledge over, any securities or monies forming part of the Account without FINET's prior written consent or to sell, grant an option over, or otherwise deal in any way with or purport to sell, grant an option over or deal with, any securities or monies forming part of the Account.

23. Communications and Documents

- 23.1 I/We agree that written confirmations, statements, contract notes, notices, and any other communications and documents (including but not limited to demands, writs, summonses, orders, pleadings and petitions) may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address, telex, facsimile or telephone numbers set out in the Client's Information Statement or at such other address, telex, facsimile or telephone numbers as I/we hereafter shall notify to FINET in writing. All communications and documents so given to me/us shall be deemed to have been received at the time of transmission if delivered personally, by telex, facsimile or telephone or 48 hours after despatch if sent by post whether or not I/we actually receive the same.
- 23.2 I/We undertake to notify the manager of FINET's settlement department or one of FINET's directors without delay if for any reason there is an error in any of the statements supplied to me/us or if I/we do not receive statements and/or contract notes promptly after any dealings have taken place. I/We will check all contract notes and statements thoroughly and if I/we do not object in writing within 7 calendar days from the date thereof then in the absence of manifest error I/we accept that such contract notes and/or statements are to be conclusively binding on me/us as to the correctness of the matters stated therein.



24. Personal Data (Privacy) Ordinance

Where FINET holds personal data, within the meaning of the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486), I/we agree that (subject to the provisions of that Ordinance) any such data may be used for the following purposes:-

- (i) sharing, cross-checking and transferring that personal data with any of FINET's group companies whether in relation to new or existing client verification procedures, ongoing account administration or marketing;
- (ii) the comparison and/or transfer to third parties of such personal data for the purposes of credit checking and/or data verification;
- (iii) any purpose relating to or in connection with compliance with any law, regulation, court order or order of a regulatory authority including the provision of any such data to any such regulatory authority which shall request the same (without FINET's having to obtain prior legal advice as to the competence of such a request); and/or
- (iv) any other purpose relating to or in connection with FINET's business or dealings or the business or dealings of any group company.

25. Force Majeure

I/We agree that FINET and FINET's directors, officers, employees and agents shall not be liable for any delay or failure to perform any obligations on FINET's part hereunder or for any losses caused directly or indirectly by any condition or circumstances over which FINET, FINET's directors, officers, employees or agents do not have control, including but not limited to, any government restriction, suspension of trading by any relevant exchange, clearing house or other market, failure of electronic or mechanical equipment or communications lines, telephone or other interconnection problems, theft, war, strikes, civil disorder, acts or threatened acts of terrorism and natural disasters.

26. Compensation Fund

If the Client suffers pecuniary loss by reason of FINET's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

27. Joint and Several Liabilities

Where the Client consists of more than one person:-

- (i) the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them. The death of one or more of them shall not affect or impair the terms hereof as regards transactions thereafter had with the survivor or survivors;
- (ii) each of them shall be bound even though any other such person is not for whatever reason, so bound;
- (iii) FINET shall be entitled to deal separately with each such person on any matter to any extent without affecting the liability of any other such person; and
- (iv) instructions of one such person bind all other persons comprising the Client.

28. Amendments

To the extent permitted by law, FINET may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from me/us and such amendments shall come into effect immediately upon my/our receipt of FINET's notice pursuant to this Agreement. I/We acknowledge that if I/we do not accept any amendments as notified by FINET from time to time, I/we shall have the right to terminate this Agreement in accordance with 客戶協定條款 (證券) Version 5 (30 Sep 2016)



Clause 32 below.

29. Material Changes

FINET shall notify me/us of material changes in respect of FINET's business which may affect the services FINET provided to me/us, including but not limited to any change of FINET's name and address, FINET's licensed status with the SFC and the basis for payment as set out in this Agreement.

30. Payment on Demand

Notwithstanding any of the other provisions of this Agreement, I/we shall pay all my/our indebtedness to FINET on demand or earlier when due and at FINET's request shall deposit such cash or securities and maintain such security with FINET as FINET may deem satisfactory. I/We shall at FINET's request from time to time deposit (at FINET's absolute discretion) sufficient cleared funds in the Account before carrying out any transaction.

31. Default

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

- (i) my/our failure to pay any purchase price or other payments under this Agreement when due;
- (ii) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against me/us;
- (iii) the levying of attachment against the Account;
- (iv) my/our default in the due performance or observance of any terms of this Agreement; or
- (v) any consent, authorisation or board resolution required of me/us to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; or
- (vi) any representation or warranty made in or in pursuance of this Agreement or in any certificate statement or other documents delivered shall be or become incorrect in any material aspect; or
- (vii) FINET form the view in good faith that action is necessary to protect, enforce or preserve FINET's rights hereunder.

31.2 If an Event of Default occurs, without prejudice to any other rights or remedies that FINET may have against me/us and without further notice to me/us, FINET shall be entitled to (subject to all applicable laws):-

- (i) cancel any or all outstanding orders or any other commitments made on my/our behalf;
- (ii) cover any short position in the Account through the purchase of securities or liquidate any long position in the Account through the sale of securities; and
- (iii) sell, dispose of or otherwise deal with in whatever manner any securities in the Account and any collateral securities deposited by me/us with FINET.

32. Termination

32.1 This Agreement may be terminated by me/us by giving no less than 7 calendar days' written notice to FINET. Such notice shall not affect any transaction entered into by FINET prior to FINET's receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of FINET or me/us prior to such receipt. FINET may terminate this Agreement at any time by written notice to me/us.

32.2 Upon the issue of the notice pursuant to Clause 32.1 above, I/we agree that FINET may terminate all accounts (including but not limited to Cash and Margin Securities Account) in my/our name with FINET and convert all monies held in or for such accounts into Hong Kong dollars and realise any securities in such accounts and subject to the full payment of all monies owed by me/us to FINET, FINET shall:-

- (i) credit any balance on such accounts to my/our bank account;



- (ii) 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
- (iii) 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.

33. Power of Attorney

I/We undertake to do and execute any act, deed, document or thing which FINET requires me to do in connection with the implementation, execution and enforcement of any of the terms conferred by or arising out of this Agreement and I/we appoint FINET as my/our attorney to do and execute all acts, deeds, documents or things on my/our behalf as FINET considers necessary or desirable in connection with such implementation, execution and enforcement. I/We will ratify and confirm all such acts, deeds, documents or things so done by FINET acting lawfully and in good faith.

34. Standing Authority (Client Money)

34.1 This Authority authorizes FINET, in the FINET's sole discretion, without having to provide me/us with any prior notice or to obtain the prior confirmation of me/us and / or direction, to transfer from such account the whole or any part of the net equity balance of which exceeds the minimum margin requirements affecting my/our or that account, as may from time to time be prescribed by law or any relevant regulatory authority (the "Monies"):

- (i) into any segregated account(s) opened and maintained by me/us with FINET or any company or companies within the group of companies (as defined in the Companies Ordinance) to which FINET belongs (the "FINET Group") for the purpose of satisfying my/our obligations or liabilities to any member of the FINET Group, whether such obligations or liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several;
- (ii) Interchangeably between any of the said segregated account(s); and
- (iii) into the my/our designated bank account.

34.2 I/We hereby agrees to indemnify, and to keep indemnified, FINET harmless from and the companies within the FINET Group (or any of them) from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and /or sustain as a consequence of any transaction undertaken in pursuance this Authority.

34.3 This Authority is valid for a period of twelve (12) months from this agreement hereof. I/We acknowledges and agrees that this Authority shall be deemed to be renewed on a continuing basis without my/our written consent if FINET issues me/us a written reminder at least fourteen (14) days prior to the expiry date of this Authority, and I/We does not object to such deemed renewal before such expiry date.

34.4 This Authority is given without prejudice to other authorities or rights which FINET Group may have in relation to dealing in the Monies in the segregated accounts.

34.5 This Authority may be revoked by me/us at any time by serving on FINET written notice. Such revocation shall not take effect until actual receipt by FINET of such written notice and shall not affect any transaction undertaken by FINET pursuant to this Authority prior to such revocation taking effect.

35. Standing Authority (Client Securities) for Margin Clients

35.1 I/We hereby authorize FINET to deal with the client securities and securities collateral received or held in Hong Kong by or on behalf of FINET for my/our account in the following ways:

- (i) to apply any of the client securities or securities collateral pursuant to a securities borrowing and lending agreement;
- (ii) to deposit any of the securities collateral with an authorized financial institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) as collateral for financial accommodation provided to FINET;



- (iii) to deposit any of the securities collateral with Hong Kong Securities Clearing Company Limited, SEHK Options Clearing House Limited or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities; or
- (iv) to deposit any of the securities collateral with Hong Kong Securities Clearing Company Limited, SEHK Options Clearing House Limited or another intermediary licensed or registered for dealing in futures contracts as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

FINET may perform any of the above without prior notice to me/us. When any client securities or securities collateral received by FINET is not applied or deposited in accordance with paragraphs (1) to (4) above, they should be registered or deposited by FINET in accordance with Section 5 of the Securities and Futures (Client Securities) Rules. FINET remain responsible to me/us for the return of any of the client securities or securities collateral lent or deposited under this letter of authority.

35.2 I/We understand and accept the following:

- (i) the client securities and/or securities collateral may be subject to liens or lawful claims of third parties and return of such client securities and/or securities collateral to me/us may be subject to satisfaction of such liens or claims;
- (ii) the securities collateral held for my/our account may be pooled with those that belong to others which may substantially increase the risk of loss; and
- (iii) FINET have repledged margin client's securities collateral with authorized financial institution.

35.3 I/We also authorize FINET to dispose of any or all of my/our securities or securities collateral in settlement of any liability owed by or on behalf of me/us to FINET or to any other party. This authority is given without prejudice to and in addition to any general lien, right of set-off or any other similar right to which FINET may be entitled by law or under the Client's Agreement to dispose of any or all of my/our securities or securities collateral to the extent required to settle any liability owed by or on behalf of me/us to FINET or to any other party.

35.4 This Authority is valid for a period of twelve (12) months from the Client's Agreement and signed the Account Opening Form. However, I/we may revoke this authority at any time by giving FINET not less than seven (7) calendar days' written notice. Such notice of revocation shall take effect on expiry of the said seven (7) calendar days provided that I/we do not have any outstanding debts owed to FINET at that time.

35.5 I/We understand that at least fourteen (14) calendar days prior to the expiry of this standing authority FINET will remind me/us in writing of the impending expiry of the authority. I/We hereby agree that unless I/we object to the renewal of the standing authority prior to its expiry date, it will be automatically renewed for a further period of twelve (12) months on the same terms as set out herein. I/We understand that if the standing authority is automatically renewed FINET shall give written confirmation of the renewal to me/us within one (1) week after the expiry date.

36. Suitability Requirement

If FINET solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document FINET may ask the Client to sign and no statement FINET may ask the Client to make derogates from this clause.

(Note: 「Financial Product」 refers to any securities as defined under the SFO (Chapter 571 of the laws of the HKSAR))

37. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the HKSAR and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.



38. General

- 38.1 This Agreement supersedes all previous agreements and arrangements (if any) between me/us and FINET in relation to the Account.
- 38.2 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other party except with FINET's prior written consent.
- 38.3 No provision of this Agreement shall operate to remove, exclude or restrict any of my/ our rights or FINET's obligations under the laws of the HKSAR. If any provision of this Agreement shall be rendered unenforceable or invalid by any court or regulatory agency or body, such unenforceability or invalidity shall not affect the enforceability or validity of the other remaining provisions of this Agreement.
- 38.4 FINET's failure to insist at any time on strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on FINET's part shall in no event constitute or be considered as a waiver by FINET of any of FINET's powers, rights, remedies or privileges.
- 38.5 In this Agreement, unless the context otherwise requires:-
- (i) references to Clauses, Sub-clauses, Paragraphs and Appendices are to be construed as references to the clauses, sub-clauses and paragraphs of, and appendices, to this Agreement and references to this Agreement include its Appendices;
 - (ii) words importing the plural shall include the singular and vice versa; reference to one gender shall include all genders; and references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof; and
 - (iii) references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under those provisions.
- 38.6 The headings used in this Agreement are for convenience only and shall not affect its interpretation.
- 38.7 For the purpose of this Agreement, "group company" means FINET's ultimate holding company and each and every subsidiary of such holding company (as defined in the Hong Kong Companies Ordinance (Cap. 32)).
- 38.8 Where the context permits, references to "I/we" include "my/our authorized person".

39. English/Chinese Versions

I/We declare that I/we have been advised to read the English and/or the Chinese versions of this Agreement carefully, that I/we have done so, that I/we have been advised to obtain independent legal advice and have had the opportunity to obtain the same, that the contents of this Agreement have been explained to me/us fully in a language of my/our choice, that I/we now understand them and I/we accept and agree to be bound thereby. If there is any inconsistency between the Chinese and English versions of this Agreement, I/we agree that the English version shall prevail.

40. Client Identity Undertaking

- 40.1 Without affecting any other provisions of this Agreement, in connection with any lawful request for information made to FINET by any regulator in the HKSAR or elsewhere, including but not limited to the SFC and the Exchange (the "Regulators") in respect of any transaction relating to the Account:-
- (i) I/we shall, upon request by FINET, provide the Regulators immediately with such information as may be required by them including but not limited to the identity, address, occupation, contact details and other identification particulars of (a) the party on whose account the transaction was effected (so far as known to me/us); (b) the person who has the ultimate beneficial interest in the transaction; and (c) any third party who originated the transaction;
 - (ii) if I/we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, I/we shall, upon request by FINET, inform the Regulators immediately 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 me/us to effect the transaction and I/we shall inform FINET immediately after my/our discretion to invest on behalf of any scheme, trust or account has been overridden. In such event, I/we shall also inform the Regulators immediately upon request of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction; and

- (iii) 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(s) for whom the transaction was effected, I/we confirm that:-
- (a) I/we have arrangements in place with my/our client which entitle me/us to obtain the information set out in Paragraphs (i) and/or (ii) above from my/our client immediately upon request or procure that it be so obtained; and
 - (b) I/we shall, upon request from FINET in relation to a transaction under the Account, immediately request the information set out in Paragraphs (i) and/or (ii) above from my/our client on whose instructions the transaction was effected such that the information is provided to the Regulators immediately.

40.2 I/We confirm that neither I/we nor my/our clients are subject to any law which prohibits the performance by me/us of Clause 37.1 (i), (ii) or (iii) above, or if I/we or my/our clients are subject to such law, that I/we or my/our clients (as may be the case) have waived the benefit of such law or consented in writing to the performance by me/us of these paragraphs.

40.3 Paragraph 37.1 shall continue in effect notwithstanding the termination of the Account or this Agreement.

41. Residence Status

Where applicable, I/we agree to complete a Substitute W-8 Certificate of Foreign Status and Disclosure Notice to open an U.S. stock account with FINET. I/We also agree to notify FINET in the event that my/our U.S. residency status changes.



ADDITIONAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF THE ELECTRONIC TRADING SERVICES

1. Definitions and Interpretation

1.1 In this Supplemental Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:-

“**Access Codes**” means together the Password and the User ID;

“**FINET Mail**” means the secured messaging facility operated by FINET for the delivery and receipt of confirmations, statements and other notices;

“**FINET Web Service**” means the electronic trading service provided by FINET under this Supplemental Agreement including but not limited to the Service, the FINET Mail, the Information contained in the FINET Website and the software comprised in them;

“**Information**” means data, database, quotes, news, research, graphics, drawings, text and other information accessible through the Service;

“**Information Providers**” means the third parties who provide the Information, including but not limited to Hong Kong and various securities markets in overseas, such as stock exchanges (including the Stock Exchange of Hong Kong Limited (the “Exchange”)) and their subsidiaries or associated companies;

“**Information Transmitters**” means the third parties who transmit the Information;

“**Intellectual Property Rights**” means any patents, designs (whether registered or not), trade mark, services mark, copyright, know-how, trade secrets, goodwill and any associated or similar rights in each case and in any jurisdiction;

“**Password**” means my/our personal password, used in conjunction with the User ID to gain access to the Service, the Information, the FINET Mail and other services offered by FINET;

“**Service**” means any facility provided by, and/or on behalf of, FINET which enables me/us to give electronic instructions to purchase, sell or otherwise deal in securities, whether in Hong Kong or elsewhere, and to receive the Information, the FINET Mail and related services; and

“**User ID**” means my/our personal identification used in conjunction with the Password to gain access to the Service, the Information, the FINET Mail and other services offered by FINET.

1.2 Unless otherwise specified, terms not defined in this Supplemental Agreement shall have the same meanings assigned to them in the Client’s Agreement.

1.3 Unless otherwise specified, this Supplemental Agreement is made without prejudice and in addition to all other provisions in the Client’s Agreement.

2. Application of the Client’s Agreement

This Supplemental Agreement (including amendments to it from time to time) forms part of the Client’s Agreement. I/We acknowledge and agree that the terms and conditions of the Client’s Agreement together with the terms and conditions of this Supplemental Agreement shall be applicable to me/us in connection with my/our dealing in securities with FINET through the Service.

3. Service

3.1 I/We agree to use the Service only in accordance with the terms and conditions of this Supplemental Agreement. Any additional services offered through the FINET Web Service in the future shall only be used by me/us in accordance with the terms and conditions of this Supplemental Agreement.

3.2 I/We may from time to time, instruct FINET, acting as my/our agent, to deposit, purchase and/or sell securities for the Electronic Account or otherwise deal with the securities, receivables or monies on my/our behalf through the Service.

3.3 I/We agree that I/we shall be the only authorized user of the Service under this Supplemental Agreement. I/We shall be wholly and solely responsible



for the confidentiality, security and use of the Access Codes issued to me/us by FINET.

- 3.4 I/We acknowledge and agree that I/we shall be wholly and solely responsible for all instructions entered through the Service using the Access Codes (whether authorized by me/us or not). Neither FINET nor any of FINET's officers, employees or agents shall incur any liability for the handling, mishandling or loss of any instruction. I/We shall indemnify FINET upon demand against any loss, damage, costs, disbursements and liabilities that FINET may incur or suffer as result of any instructions entered through the Service.
- 3.5 I/We further acknowledge and agree that, as a condition of using the Service to give instructions, I/we shall immediately notify FINET if:-
- (i) an instruction has been placed through the Service and I/we have not received an order number or have not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
 - (ii) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which I/we did not instruct or any similar conflict;
 - (iii) I/we become aware of any unauthorized use of my/our Access Codes; or
 - (iv) I/we have difficulties with regard to the use of the Service.
- 3.6 FINET will not be deemed to have received my/our instructions or have executed my/our orders unless and until I/we am/are in receipt of FINET's message acknowledging receipt or confirming execution of my/our orders, either electronically or by hard copy.
- 3.7 I/We agree to review every order before entering it as it may not be possible to cancel my/our instructions once given. I/We may request to cancel or amend my/our instructions but FINET is not obliged to accept any such request. I/We acknowledge that instructions may be cancelled or amended only before execution. In the case of full or partial execution of my/our cancelled instructions, I/we accept full responsibility for the executed transactions and FINET shall incur no liability in connection therewith.
- 3.8 I/We acknowledge and agree that if the mode of communication used by me/us in the course of the Service becomes temporarily unavailable, I/we can during such period continue to operate the relevant Electronic Account subject to FINET's right to obtain such information regarding the verification of my/our identity as FINET may from time to time think fit.
- 3.9 I/We understand that the giving of an instruction (whether by electronic means or otherwise) in relation to a sale or purchase order with FINET does not guarantee execution of an order, and I/we agree that neither FINET nor any of FINET's officers, employees or agents shall be responsible for any order that is not executed.
- 3.10 I/We understand that FINET will not execute any of my/our orders unless there is sufficient cleared funds or securities in the Electronic Account to settle my/our transactions. I/We acknowledge that FINET will not be responsible for any delay or failure to provide the Service, including the execution of any securities order, in the event there is lack of sufficient cleared funds or securities in the Electronic Account.
- 3.11 I/We agree to pay all subscription, service and use fees, if any, that FINET may charge me/us for the Service and agree that such fees may be changed without notice.
- 3.12 I/We acknowledge and agree that although I/we may be able to access *pro forma* confirmation and statement of accounts through the Service, only the contract notes and monthly statements of accounts issued by FINET shall be conclusive and binding.
- 3.13 I/We acknowledge and agree that FINET may disclose my/our electronic communications to the same extent FINET may disclose other information about me/us or relating to the Electronic Account as provided elsewhere in the Client's Agreement.
- 3.14 I/We understand and accept that FINET may at any time in FINET's sole discretion and without prior notice to me/us, prohibit, restrict or terminate my/our access to the Service and my/our ability to trade. The closing of the Electronic Account by FINET will not affect the rights and/or obligations of either party incurred prior to the date the Electronic Account is closed.



4. Electronic Communications

I/We expressly agree that FINET may communicate with or give notice to me/us via electronic means or facilities and that any such notice or communication delivered to me/us by FINET by electronic devices through the FINET Mail or otherwise shall be deemed to have been received at the time of transmission of the message to me/us.

5. Intellectual Property Rights

5.1 I/We acknowledge and agree that FINET is the proprietor or the authorised licensee of all Intellectual Property Rights subsisting in the Information, software programmes relating to the FINET Web Service and the source code thereof. I/We shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way or sub-license, and shall not attempt to gain unauthorized access to, the Information or any part of the FINET Web Service. I/We undertake to notify FINET immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

5.2 I/We acknowledge that FINET obtains the Information from the Information Providers. I/We agree to comply with all conditions and restrictions imposed by the Information Providers, including but not limited to the Exchange, in relation to the supply and use of the Information. In particular, I/we agree:-

- (i) that the Information is provided to me/us is for my/our individual use only and that I/we shall not use the Information or any part thereof other than in the ordinary course of my/our own business (which shall not include any dissemination to third parties);
- (ii) not to use the Information to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service where trading in securities listed on the Exchange or of a type capable of being so listed or any related securities is being undertaken otherwise than through the Exchange;
- (iii) not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner to any other person without the express written consent of FINET and the Information Providers; and
- (iv) not to use or permit the use of any Information for any illegal purpose.

5.3 I/We agree that I/we shall not assign, transfer or sub-license all or any part of my/our rights under the provisions of this Supplemental Agreement.

5.4 I/We shall allow FINET or any person authorized by FINET in writing to, upon receiving FINET's written request, inspect promptly thereafter the premises and records of me/us for any lawful purpose in connection with the provisions of this Supplemental Agreement including but not limited to the purpose of satisfying that I/we am/are not using the Information or the software comprised in it contrary to any provision contained herein.

6. No Warranty or Guarantee

6.1 I/We acknowledge and agree that the Service is provided to me/us on an "as is" basis and that the use of the Service is at my/our sole risk. I/We accept that neither FINET nor the Information Providers make any warranty of any kind whatsoever relating to the Service (including any Information furnished through the Service), express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use.

6.2 I/We acknowledge that owing to market volatility and possible delay in the data transmission process, the data may not be real-time market quotes for the relevant securities or investment. I/We acknowledge that FINET has no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from FINET shall be inferred from the Information provided.

6.3 I/We understand that neither FINET, FINET's agents, the Information Providers nor the Information Transmitters guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the Information.



7. Limitations of Liability

7.1 I/We agree that neither FINET, FINET's officers, employees, agents, the Information Providers nor the Information Transmitters shall be liable for any loss or have any responsibility:-

- (i) for damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of, or inability to access or use, of the Service, including without limitation damages resulting from the act, omission, mistake, delay or interruption of the Information Providers or the Information Transmitters, even if FINET, FINET's officers, employees, agents, the Information Providers or the Information Transmitters have been advised of the possibility of such damages or losses; or
- (ii) for damages resulting from a cause over which FINET, FINET's officers, employees, agents, the Information Providers or the Information Transmitters do not have control, including but not limited to any government restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines; telephone or other interconnection problems; incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to my/our computer; power failure; problems with data transmission facilities; unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.

7.2 I/We agree that FINET shall not be responsible for any damage to my/our computer, software, modem, telephone or other property resulting from my/our use of the Service.

8. Indemnification

I/We agree to defend, indemnify and hold FINET, FINET's officers, employees, agents, the Information Providers and the Information Transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with my/ our use of the Service, including but not limited to my/our violation of this Supplemental Agreement or infringement of any Intellectual Property Rights. This obligation will survive the termination of this Supplemental Agreement.

9. Risk Disclosure

I/We acknowledge and accept that:-

- (i) access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons;
- (ii) due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and that such unreliability is beyond FINET's control;
- (iii) transactions conducted via electronic means may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet;
- (iv) instructions may not be executed or may be delayed so that they may be executed at prices different from those prevailing at the time my/our instructions were given;
- (v) communications and personal data may be accessed by unauthorized third parties;
- (vi) my/our instructions may be executed without being subject to human review;
- (vii) it is usually not possible to cancel an instruction after it has been given; and
- (viii) there may be system failure, including the failure of hardware and software or breakdown of communication facilities, which may result in my/our instruction not being executed according to my/our instruction or is not executed at all.



10. Exchange Disclaimer

THE STOCK EXCHANGE OF HONG KONG LIMITED ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPTS NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

11. Miscellaneous

- 11.1 I/We acknowledge that I/we have read, understood and agreed to be bound by the terms and conditions of this Supplemental Agreement.
- 11.2 This Supplemental Agreement shall remain in full force until FINET acknowledges receipt in writing of my/our written instruction to terminate the Client's Agreement in accordance with Clause 32 thereof.



APPENDIX 1

The following Risk Disclosure Statements are furnished to FINET (the Client) pursuant to Paragraph 6.2 (h) of the Code of Conduct for Persons licensed by or Registered with the Securities and Futures Commission and FINET (the Client) are requested to note the contents of the same and sign the acknowledgement below.

RISK DISCLOSURE STATEMENT FOR 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.

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 licensed or registered person. 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.

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

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



RISK DISCLOSURE STATEMENT FOR

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

RISK DISCLOSURE STATEMENT FOR

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. FINET should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. FINET 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.

RISK DISCLOSURE STATEMENT

FOR PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

If FINET provides the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for FINET to promptly collect in person all contract notes and statements of FINET’s account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

RISK DISCLOSURE STATEMENT

RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the “Securities and Futures Ordinance” (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.