



证券Securities

客户协议之条款及条件包括额外条款及条件（如适用）

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／吾等确认「开户申请表」及「客户资料表」内所载之资料，皆为真实、完整、最新及准确。
- 1.2 开户时提供的资料若有变更，本人／吾等会立即告知财华证券有限公司(下称“财华证券”)。财华证券有权倚赖此等资料作所有用途，直至收到本人／吾等书面通知有关任何变更为止。
- 1.3 本人／吾等授权财华证券随时(i)从本人／吾等之往来银行取得证明或户口资料（为此本人／吾等豁免往来银行的保密责任）；以及(ii)联络他人，核实本人／吾等提供的资料。此外，本人／吾等授权财华证券调查本人／吾等之信用，以确定本人／吾等之财政状况。
- 1.4 财华证券会将户口资料保密，惟财华证券可根据法律、持牌条件，或任何证券交易所会藉条件的规定，向任何监管机关、证券交易所、类似组织提供资料，毋须为此向本人／吾等负责。

2. 法规

- 2.1 凡为或代表本人／吾等在中华人民共和国香港特别行政区（「香港特区」）或其他地方进行与证券有关之交易，都须根据所有适用于财华证券的法律、规则、监管指令进行，包括但不限于：
 - (i) （若交易在香港特区进行）不时修订之香港联合交易所（「联交所」）、香港交易及结算有限公司之宪章、附例、规则、规例、习俗、惯例、裁决、释义，以及香港特区法例；以及
 - (ii) （若交易在香港特区境外进行）交易执行所在国的相关证券交易所、结算所、其他市场之宪章、附例、规则、规例、习俗、惯例、裁决、释义、以及相关法域里的一切适用法律、规则、规例。
- 2.2 凡财华证券根据一切适用法律采取的行动，都对财华证券及本人／吾等具约束力。
- 2.3 凡财华证券为或代表本人／吾等在香港特区境外进行之证券交易，本人／吾等都同意，财华证券可直接在批准财华证券处理证券经纪业务的证券交易所进行，或透过财华证券酌情决定聘请或委任的经纪，在任何证券交易所进行。除非财华证券没秉诚选择经纪，否则财华证券毋须为经纪的行为、遗漏向本人／吾等负责。本人／吾等承诺，在外地市场买卖时，会先熟习之。
- 2.4 本人／吾等进一步承诺，本人／吾等不从事专为或具相当可能造成证券的虚假市场的任何交易，而本人／吾等亦不会从事任何内幕交易或其他被禁止或非法的活动。

3. 命令、指示

- 3.1 本人／吾等明了，由於证券交易所（包括联交所）的营运上的限制及证券价格频密急速的改变及／或其他在财华证券控制范围外的原因，有时买卖或会遭延误及／或财华证券或无法按照任何於某特定时间报出之价格或「最佳价值」或「市值」买卖证券。本人／吾等确认财华证券毋须负责因财华证券未能或无法遵照任何指令或指示中任何条款所引致之任何损失。若财华证券无法全部执行任何指令或指示之全部，除非在有关的特定情况中另有其他特定指示，财华证券有权在事前未向本人／吾等提述或未经本人／吾等确认的情况下，局部执行上述指令或指示。
- 3.2 本人／吾等确认财华证券可接受以书面或口头（包括以电话、传真或其他电子方式，包括未经认证之电传）所给予财华证券之指示。财华证券没责任核实给予指示者的身份。本人／吾等确认财华证券保留财华证券不时认为适当时拒绝接受指示的权利。本人／吾等完全明白根据以口头（包括以电话发出）、传真或其他电子方式所发出之指示营运户口的风险。本人／吾等承担所有按此形式营运户口之风险，并不可撤回地解除财华证券就上述指示产生或有关之一切责任，不论是否按照上述指示采取行动或拒绝采取行动亦然。



3.3 除非本人／吾等给予相反指示，一切指令及指示只能於给予有关指令及指示当天有效，并在指令及指示有关之交易所正式交易日结束时失效。

3.4 财华证券会将与本人／吾等的电话谈话录音，而本人／吾等将接纳上述录音的内容为有关谈话及其内容之最後及最终定论证据。

4. 暂停营运或结束户口

4.1 财华证券可全权及独自酌情拒绝接纳及／或执行任何指示，及／或不时暂停营运户口，及／或结束户口，不再代表本人／吾等行事，并无义务就上述拒绝、暂停及／或结束事项给予任何理由。

4.2 於暂停或结束户口後，本人／吾等欠负财华证券之所有款项须立即到期缴付，而於支付上述款项後，财华证券须於合理可行范围内，尽快将户口之任何资金及／或以财华证券（或财华证券之代理或代名人）名义持有的任何证券，交付本人／吾等或本人／吾等之所有权继承人。只要交付上述任何证券并不实际可行，财华证券就获得授权，出售上述证券，并向本人／吾等交代收益。

4.3 为免误会，本人／吾等确认财华证券可全权及独自酌情决定，从代表本人／吾等持有的证券中，出售什麼证券、何时出售、如何出售及售予何人，而财华证券毋须负责因市场波动或其他原因而导致之损失或支出；财华证券可全权及独自酌情就按照本条款4.2所作出的行动收取合理之费用。

5. 交易

5.1 财华证券会身为本人／吾等的代理，进行证券交易。若财华证券以当事人身分执行交易，会在相关交易的成交单据或其他文件上，说明此事。

5.2 若沽盘关乎本人／吾等不拥有的证券（即卖空），本人／吾等会知会财华证券。

5.3 在每宗交易里，除非财华证券已代本人／吾等持有现金或证券，以资交收，否则本人／吾等须（但若另有协议，则作别论）：

(i) 证券款项根据交易执行所在的市场规定到期首日（「交收日」）或之前，向财华证券缴付净款，或以其他方式确保财华证券已收取该等款项；或

(ii) 在交收日或之前，以可送交的形式送交证券或以其他方式确保该等证券会供财华证券提取。

5.4 對於一切本人／吾等欠财华证券之款项，时间乃为要素。本人／吾等同意若本人／吾等未有履行本条3款所述的义务，本人／吾等授权财华证券：

(i) 若为买入交易，转让或卖出任何该等证券及／或本人／吾等的任何其他证券（由财华证券全权酌情决定），以履行本人／吾等对财华证券的义务；或

(ii) 若为卖出交易，借入及／或买入此等沽出证券，以履行本人／吾等对财华证券的义务。

5.5 本人／吾等将就有涉及／或由於代表本人／吾等所给予财华证券之任何指示及／或就本人／吾等未有在交收日或之前，履行责任所产生之任何损失、费用、使费及开支，对财华证券以全数弥偿的基准向财华证券负全责。若财华证券决定行使本条4款之权利，本人／吾等承诺不会向财华证券提出任何索偿。

5.6 若财华证券已代表本人／吾等在公开市场购入证券，但由於卖方经纪未能於交收日进行交收而须另买证券，财华证券须负担该等在公开市场购入之证券所涉及之差价及有关之支出。

6. 佣金、收费、徵费、回佣

6.1 本人／吾等同意缴付财华证券：

(i) 财华证券所收取的佣金，佣金率为财华证券不时知会本人／吾等，并对户口适用者；



- (ii) 财华证券就有关本人／吾等授权财华证券代表本人／吾等已正式进行之交易所付之合理收费及其它开销；
- (iii) 联交所（或其他执行交易的证券交易所）收取的一切适用徵费、费用；及
- (iv) 所有适用的印花税。

6.2 财华证券可从户口扣除佣金、收费、徵费、印花税。

6.3 兹承认并同意，就财华证券代表本人／吾等订立的交易而言，财华证券可不时收取，并有权保留若干现金或金钱回佣，以及已扣减佣金的利益，或与基金行、经纪、持牌法团或其他第三方分享佣金，除非相关证券交易所的规章或其他市场惯例明确禁止。

7. 利息

- 7.1 无论财华证券有否要求，本人／吾等欠财华证券之一切过期未付馀款，本人／吾等同意付息（法庭裁决之前或之後）；利息逐日计算，按财华证券不时单方面酌情厘订，并书面告知本人／吾等之利率计算，但不超过法律许可的上限。
- 7.2 利息须於每历月最後一日计算，并须在同日支付，或於财华证券要求付款时缴付。

8. 转让证券

若本人／吾等提出，财华证券会在可行的情况下，尽快促成以本人／吾等或本人／吾等代名人名义，将不时构成户口一部份的证券注册。

9. 证券之保管

- 9.1 凡存放於财华证券，以及／或由财华证券代表本人／吾等购入，并由财华证券持有作稳妥保管的证券，都可由财华证券酌情决定：
 - (i) 以本人／吾等或财华证券之代名人之名义注册（为免误会，若证券交易在香港特区境外进行，代名人包括任何海外代名人）；或
 - (ii) 存放於财华证券之往来银行或证券及期货事务监察委员会（「证监会」）核准的某些其他机构的指定帐户内作稳妥保管。
- 9.2 倘证券未以本人／吾等之名义注册，在适用法律的规限下，财华证券於收到该等证券所获派之任何股息或其他利益时，须按本人／吾等与财华证券之合约存入户口或支付予或转帐予本人／吾等。倘该等证券属於财华证券代客户持有较大数量的相同证券的一部份，本人／吾等有权按本人／吾等所占的比例获得该等证券之利益。
- 9.3 未经本人／吾等事先授权，财华证券不得将本人／吾等之任何证券存放於第三方，作为财华证券取得财务通融之抵押品，亦不得为任何目的将证券外借，或放弃管有证券（除非根据本条1款放弃）。财华证券为结清本人／吾等在本协议中所欠的款项，而处置本人／吾等证券的权利，不会受本款影响。

10. 保管和／或代名人服务

- 10.1 为报酬财华证券应本人／吾等要求，就财华证券以本人／吾等保管人身份持有，或以财华证券代名人名义代表本人／吾等注册的证券，提供保管和／或代名人服务，本人／吾等同意支付财华证券费用，费率为财华证券可不时知会者。
- 10.2 如果财华证券需就证券采取行动，惟财华证券无法联络本人／吾等，或本人／吾等未有就有关行动给予及时或充份指示，兹授权财华证券代为采取财华证券单方面酌情认为适合的行动，包括但不限于行使本人／吾等实益拥有，但以财华证券代名人名义注册的证券所赋与的表决权。若无欺诈或蓄意违反，财华证券毋须对有关行动负责。
- 10.3 本人／吾等承诺，凡财华证券就代表本人／吾等保管，或以财华证券代名人名义注册的证券，承担任何费用、收费、开支，客户协定条款（证券）Version 5 (30 Sep 2016)



本人／吾等都给予免责补偿。

- 10.4 财华证券有责任交付、保管或以客户名义登记其代客户购入或取得之证券，只要财华证券将跟原先存放於或转让予财华证券或财华证券代客户取得之证券具有相同等级、面值、面额和享有同等权益之证券交付、持有或以客户名义或客户之代名人名义登记，则财华证券算是已经履行前述之责任（当然受期间可能出现的资本重组影响），但财华证券不须交付或归还数量、级别、面价、面额和附带权益方面跟此等证券完全一样的证券。

11. 为本人／吾等持有的款项

- 11.1 除非本人／吾等另有指示，财华证券须代本人／吾等留存：
- (i) 财华证券就卖出本人／吾等之证券所收讫之所有款项，或财华证券营运户口另行产生的所有款项（包括但不限于股息及利息收入）；及
 - (ii) 财华证券就买入证券从本人／吾等收讫之所有款项；但减去财华证券根据本协定或财华证券或财华证券集团公司与本人／吾等订立之任何其他协议有权从中扣除之任何款项。
- 11.2 财华证券代表本人／吾等留存之上述款项，减去财华证券有权从中扣除之任何款项，须於收讫日期起计一个营业日内（或法律规定的其他期间内）转往根据适用法律不时规定，在持牌银行维持的指定信托户口。在本合约中，「营业日」指香港特区银行开门营业的日子（但不包括星期六）。
- 11.3 本人／吾等同意，财华证券代表本人／吾等留存款项，在存入上文提述之信托户口之前，不会累算惠及本人／吾等之利息。财华证券可酌情厘定适用于代表本人／吾等以上述信托户口持有之任何款项之利率及其它条款，并由财华证券不时通知本人／吾等。

12. 汇款

- 12.1 财华证券收到付款通知书後的二十四小时内或代表本人／吾等出售证券，收到款项後（视情况而定），须以支票或汇寄，将所有或部份属于户口一部份的款项，付与本人／吾等，但不包括：
- (i) 财华证券有权根据本协定或本人／吾等与财华证券或财华证券集团公司订立的其他协议扣除之任何款项；和／或
 - (ii) 须缴存於财华证券的定金。
- 12.2 财华证券转给本人／吾等之任何款项，须转入「客户资料表」载述的银行户口，或本人／吾等不时书面指示之户口，或按财华证券同意的其他方式处理。

13. 户口货币

- 13.1 除非另行通知本人／吾等外，否则本人／吾等在财华证券所设的户口，将维持为港元户口。若财华证券在获指示时（或情况需要时）就本人／吾等户口以港元以外货币进行任何交易，财华证券、财华证券的集团公司与财华证券有关连的客户，可订立外汇合同，完成交易。财华证券可在有关证券通常买卖的市场之场外市场买卖。
- 13.2 本人／吾等须全数承担上述货币与港元之间汇率波动产生的汇兑损失风险。本人／吾等同意，若无明显错误，由财华证券所厘订在有关时间之适用汇率，应为决定性的。

14. 财华证券所做的买卖

无论是为财华证券，代表财华证券其他客户，还是代表财华证券集团公司，财华证券都可持有跟本人／吾等买、卖盘相反的仓位。本协议没把责任加诸财华证券身上，要求财华证券在以本身身份或以他人身份行事期间，若察觉有任何事实、事情出现，就须向本人／吾等披露。



15. 优先次序

- 15.1 本人／吾等明白，在适用法律和规例的规限下，财华证券妥善考虑从客户收到的买、卖盘的次序後，可单方面酌情决定买、卖盘的先後次序。本人／吾等无权声称自己的买、卖盘比另一客户的优先，需由财华证券执行。
- 15.2 财华证券可一并执行本人／吾等和其他客户的买、卖盘，届时毋须向本人／吾等提及。此举所得的价格，可能比本可藉独立执行而取得的价格优胜或逊色。若当时证券不敷一并执行，财华证券妥善考虑买、卖盘的先後次序後，可酌情分配。

16. 留置权

凡为或代表本人／吾等取得，或本人／吾等有权益，且由财华证券为本人／吾等之户口持有之金钱及证券，财华证券都拥有全面留置权，以确保本人／吾等履行对财华证券之义务。若本人／吾等未有全部地及准时地完成上述义务，本人／吾等同意财华证券有权（但并无义务）按财华证券全权独自酌情决定的时间、价格及形式沽出全部或部分上述证券，以履行本人／吾等义务；而财华证券毋须就沽出上述证券所导致的损失负责。

17. 户口合并及抵销

- 17.1 在不局限财华证券之任何权利及权力的原则下，财华证券可随时（毋须通知本人／吾等）将本人／吾等之全部或任何户口及欠负财华证券及／或财华证券之集团公司之债项合并或综合，或将任何一个或以上该等户口所存任何款项（不论属何种货币）抵销或转拨，以偿还本人／吾等其他欠负财华证券及／或财华证券之集团公司之各种债项（包括以当事人或担保人身份欠负的债务，亦不论该等债项属实际还是或然，属主要抑或附属，还是个别抑或共同）。此项抵销权为一项持续抵押，并将额外加於及不影响财华证券现时或日後可以持有之任何抵押。
- 17.2 至於财华证券付款，抵销并解除本人／吾等欠财华证券集团公司的款项，本人／吾等同意，财华证券毋须关心有关欠款是否存在，但前提是财华证券集团公司已要求财华证券付款。在不规限及更改本客户协定的一般条文下，财华证券特此获授权调动本人／吾等在财华证券及财华证券的任何一间集团公司所设的不同户口内的款项，惟须一直遵守香港联交所的一切规则、规例及程序。

18. 本人／吾等自行判断

- 18.1 本人／吾等承认及同意，财华证券根据本人／吾等所给予的指示所进行之任何证券及涉及证券交易，因本人／吾等判断，而非财华证券雇员及／或代理的意见而产生，而本人／吾等亦不会寻求或谋求依赖财华证券雇员及／或代理对此方面的意见。
- 18.2 本人／吾等承认，由任何雇员或代理宣称给予之投资意见，不属财华证券之聘用范围。

19. 发行新股

- 19.1 若本人／吾等要求财华证券代表本人／吾等申请拟於联交所上市之新发行证券，本人／吾等同意接受发售新股之条款约束，尤其是本人／吾等特此：
- (i) 保证及承诺，上述任何申请乃为本人／吾等利益而递交之唯一申请，而本人／吾等并不会在该项发行中再递交申请；
 - (ii) 授权财华证券向联交所陈述及保证，并本人／吾等不会亦不拟，而他人亦不会、不拟为本人／吾等利益再递交申请；
 - (iii) 知悉财华证券提出申请时，会靠赖上述保证、承诺及授权；以及
 - (iv) 如新发行之证券没发给本人／吾等，除非不发行一事因财华证券本身蓄意过失而出现，旨在对本人／吾等造成届时所受的实质损失，否则本人／吾等放弃所有可能针对财华证券、财华证券董事、雇员及／或代理的申索；但若个别发售新股的条款及一切有关监管机构容许重复申请，上述保证、承诺及授权应告适用，以令财华证券在本人／吾等遵守一切产生之适用规则及条款的基础上承担并进行上述申请。



19.2 有关财华证券或其代理人为财华证券本身及／或本人／吾等及／或为财华证券之其他客户作出的大额申请，本人／吾等确认和同意：

19.2.1 该大额申请可能会因与客户和本人／吾等申请无关的理由而遭到拒绝，而在没有欺诈、疏忽或故意违约的情况下，财华证券和其代理人毋须就该拒绝对本人／吾等或任何其他人士负上责任；及

19.2.2 倘若该大额申请因陈述和保证被违反或任何与本人／吾等有关的理由而遭到拒绝，本人／吾等确认，本人／吾等亦会对其他受上述违反或其他理由影响的人士的损失负上所有任何责任及赔偿。

20. 无人认领的款项

本人／吾等同意，凡财华证券收到的款项，无论是股息、未经提示的支票、汇款还是其他，若财华证券在合理情况下尽了力，仍无法识别或追寻款项的拥有人，就从收款之日起六年後，归财华证券所有。本人／吾等还同意，有关款项根据本条归财华证券所有後，本人／吾等不再就有关款项或其中部份向财华证券提出申索。本人／吾等特此放弃可能就有款或其中部份拥有或取得的权利、申索。

21. 法律责任与免责补偿

21.1 凡因有关户口的行为或遗漏而产生的，或与之有关的，并由本人／吾等蒙受的损失，财华证券、财华证券高级职员、雇员、代理都毋须向本人／吾等负责，除非有关损失因财华证券欺诈、疏忽、蓄意违约而产生。

21.2 本人／吾等同意，凡因财华证券履行本协议中的责任、酌情权，或因本人／吾等违反对财华证券的义务，或因本人／吾等所给予的声明或保证失实或不准确而产生的，或与之有关的费用（包括但不限于财华证券收债时承担的一切律师费和费用）、申索、债务、支出，本人／吾等都给予财华证券、财华证券高级职员、雇员、代理免责补偿。

22. 声明、保证、承诺

22. 本人／吾等声明并保证，有十足而不受限制的权力签订本协议，已取得一切必需的同意，已采取一切必需的行动（包括（如适用）吾等公司或其他章程文件所规定的行动），授权本人／吾等订立本协议，并履行本协议中的义务。

22.2 本人／吾等同意，未经财华证券事先书面同意，不抵押、质押构成户口一部份的证券或款项，不容许有关抵押、质押续存，亦不（宣称）出售、给予构成户口一部份的证券或款项的选择权，或以其他方式处置该等证券、款项。

23. 通讯及档

23.1 本人／吾等同意，书面确认书、结单、成交单据、通知及任何其他通讯、档（包括但不限于付款要求、令状、传票、命令、诉状、呈请），可按「客户资料表」所载之位址、电传、传真或电话号码，或本人／吾等日後以书面通知财华证券之其他位址、电传、传真或电话号码，送呈本人／吾等。按此发送予本人／吾等之一切通讯，无论本人／吾等实际有否收到，如以面呈、电传、传真或电话发出，则在传送时，视为已经收到；如以邮递发送，即在寄发後四十八小时视为已经收讫。

23.2 本人／吾等承诺，若由於任何原因提供本人／吾等之任何结单中有任何错误，或於达成任何买卖後本人／吾等并未准时收到结单及／或成交单据，本人／吾等将毫不延迟地通知财华证券交收部门经理或财华证券任何一名董事。本人／吾等将仔细核对成交单据及结单。若无明显错误，本人／吾等在成交单据或结单日期後七历日内亦无作出书面反对，本人／吾等就成交单据及／或结单所述事项是否正确，接受成交单据及／或结单作为定论，并对本人／吾等具约束力。



24. 《个人资料（私隐）条例》

若财华证券持有香港《个人资料（私隐）条例》（第486章）所界定之个人资料，本人／吾等同意财华证券可将该等个人资料用于下列用途（惟须受该条例之规定限制）：

- (i) 在新客户或现有客户验证程式、持续户口行政管理或市场推广上，与财华证券的任何集团公司互相分用、反复查证及转移该等个人资料；
- (ii) 比较该等个人资料及／或将该等个人资料转移给第三者，作为信贷查证及／或资料验证用途；
- (iii) 关于或有关遵守任何法律、规例、法院命令或监管机构命令的任何用途，包括提供任何该等监管机构要求的任何该等资料（而财华证券毋须事前就该等要求之合法性取得法律意见）；及／或
- (iv) 关于或有关财华证券的业务或往来事务，或财华证券的任何集团公司的业务或往来事务的任何其他用途。

25. 不可抗力

本人／吾等同意，凡财华证券直接或间接因财华证券、财华证券董事、高级职员、雇员及代理所不能控制之情况、环境，导致财华证券延迟或未能履行本身在本协议中的义务，或因前述情况、环境直接或间接导致的损失，财华证券、财华证券董事、高级职员、雇员、代理毋须负责。该等情况、环境包括但不限于政府限制、有关交易所、结算所或其他市场暂停交易、电子或机械设备或通讯线路失灵、电话或其他接驳系统出现问题、盗窃、战争、罢工、社会骚乱、恐怖活动（或恐怖组织威胁展开的活动）、天灾。

26. 赔偿基金

若财华证券的过失而导致本人／吾等蒙受金钱上之损失，赔偿基金将按证券及期货条例或相关的附属法例以不越过相关法例所订的赔偿限额作出赔偿（投资者赔偿限额规则）。基于此规则，本人／吾等明白所蒙受金钱上之损失，赔偿基金只能部份或全部作出赔偿。

27. 共同和各别地负责

若客户由多于一人组成：

- (i) 每人之责任及义务应为共同及个别性质；凡于本文提述客户时，应诠释为（如文义有所需要）提述其中一人或每人。其中一人或多人去世后，本协议规范与一名或多名尚存人士交易之条款，不会因此而给影响或削弱；
- (ii) 即使他人因任何原因不受约束，各人仍受约束；
- (iii) 财华证券有权就任何事务之任何范围分别与各人处理，并不影响其他人士之责任；及
- (iv) 其中一人之指示，对组成客户之所有其他人士均具有约束力。

28. 修改

在法律上容许之范围内，财华证券可于没事先通知或获得本人／吾等核准之情况下，不时修改本协议之条款，而该等修改之条款根据本协议在本人／吾等接获通知后立即实行，本人／吾等明白及同意，倘本人／吾等不接受财华证券不时通知本人／吾等之修改条款，本人／吾等有权根据本协议条文第32条之规定，终止本协议。

29. 重要变动

倘财华证券的业务出现重要变动，可能影响财华证券为本人／吾等所提供之服务（包括但不限于财华证券名称、地址，在证监会的获发牌地位，以及本协议所列的付款基准有变），财华证券须通知本人／吾等有关之变动。



30. 即时付款

纵然本协议的任何其他条款所载，本人／吾等会在收到财华证券通知时，立即缴付或在到期前缴付所有欠款，并应财华证券的要求，把该等现金、证券等存入财华证券的户口，还把财华证券信纳的抵押物存放於财华证券。本人／吾等在进行交易前按财华证券的要求，不时按财华证券单方面酌情决定，将足够净款存入户口。

31. 未有履约

31.1. 如遇以下事项，均会视为未有履约事件（「未有履约事件」）：

- (i) 本人／吾等於到期日未能支付证券买入价及本协议内之其他付款；
- (ii) 有人入禀法院，申请宣布本人／吾等破产，或将本人／吾等清盘，或开始进行相类似之诉讼；
- (iii) 户口被扣押；
- (iv) 本人／吾等未有履行或遵守本协议下之任何条款；或
- (v) 需由本人／吾等给予，使本协议得以订立的同意、授权或董事会决议，已全部或部分废除、暂停、终止或失效；或
- (vi) 在本协议中给予的，或根据本协议定给予的声明、保证，或已经交付的证书、说明、其他文件，属於或变成严重不正确；或
- (vii) 财华证券真诚认为，有关行动是保障、执行或保存在本协议中的权利所必需的。

31.2. 倘未有履约事件出现，在无损财华证券对本人／吾等之权利或补偿下，财华证券毋须通知本人／吾等，可获授权（但须受所有适用法规限制）：

- (i) 撤销任何或所有未实行之指令或以本人／吾等名义作出之承诺；
- (ii) 买入证券以填补户口卖空情况，或於户口持仓时出售证券，从而平仓；及
- (iii) 出售、变卖或以任何方式处理户口之任何证券及任何本人／吾等寄存於财华证券作抵押之证券。

32. 终止协议

32.1 本人／吾等可给予不少於七个历日通知，终止本协议。该终止协议通知不会影响财华证券在接获该通知前所进行之任何交易，亦不会损害财华证券或本人／吾等在接获该通知前之任何权利、权力或责任。财华证券可随时给予本人／吾等书面通知，终止本协议。

32.2 根据本条款32.1发出通知後，本人／吾等同意财华证券可以终止所有以本人／吾等名义於财华证券开立之任何户口（包括但不限于现金证券买卖户口及保证金证券买卖户口），并将所有存於该等户口、或为该等户口持有的金额转换为港币，以及变卖该等户口内之所有证券。当本人／吾等已向财华证券偿还所有欠款项时，财华证券须：

- (i) 将该等户口结馀存入本人／吾等之银行户口；
- (ii) 以支票形式，将该等户口之结馀邮寄到本人／吾等之最後所知地址，本人／吾等愿意承担邮寄之风险；或
- (iii) 以支票形式，把该等户口之结馀交付本人／吾等，或交付本人／吾等正式授权之代理或委托人。

33. 授权书

本人／吾等承诺会作出及签署任何财华证券就有关任何本协议所授予或因本协议所产生之条款之实施、执行及强制履行所要求本人／吾等作出之行动及签署的任何契约、档或事物。本人／吾等并委任财华证券为本人／吾等之授权人，代表本人／吾等作出及签署财华证券认为就有关上述实施、执行及强制履行必需或适宜作出之任何行动及签署之任何契约、档或事物。本人／吾等会追认及确认一切财华证券合法地及本着真诚地作出及签署之上述行动、契据、档或事项。



34. 常设授权(客户款项)

- 34.1 本授权按财华证券酌情动用其户口权益净额超过对客户该户口的最低保证金要求,该要求由法律或其他有关监管机构所规定(「款项」)的全部或部分作下列用途,而毋须事先给予本人/吾等任何通知或取得本人/吾等的确认及/或指示:
- (i) 存入本人/吾等於财华证券或任何财华证券所属的集团公司(根据《公司条例》所作之定义)内的成员公司所开设及持有任何独立账户,以解除本人/吾等对财华证券集团内任何成员的义务或法律责任,不论此等义务和法律责任是确实或突然的,原有或附带的、有抵押或无抵押的、共同或分别的;
 - (ii) 从任何上述的独立账户之间来回调动;或
 - (iii) 存入本人/吾等於开户申请表及不时更新提供的指定银行账户内。
- 34.2 本人/吾等谨此同意就财华证券及财华证券所属的集团公司(根据《公司条例》所作之定义)内的成员公司(或其他任何一间公司)。因执行上述授权而可能产生,蒙受及/或承受的一切亏损、损失、利息、费用、开支、法律诉讼、付款要求索偿程式等等向所属公司作出赔偿,并保障该公司免受损害。
- 34.3 本授权的有效期为十二个月,自本协议开始之日起计有效。本人/吾等确认并同意就财华证券若在本授权的有效期限届满前 14 日之前向本人/吾等发出通知,提醒本人/吾等本授权即将届满,而本人/吾等没有在本授权届满前反对此授权续期,本授权应当作为在不需要本人/吾等以书面同意下按持续的基准已被续期(十二)12个月。
- 34.4 本授权并不损害财华证券集团可享有有关处理该等独立账户内款项的其他授权或权利。
- 34.5 本授权可於任何时候被本人/吾等以书面通知财华证券提出撤销,然而在本公司收到撤销的书面通知之前,任何本公司按本授权所达成的任何交易均不受该项撤销所影响。

35. 保证金客户之常设授权(客户证券)

- 35.1 本人/吾等兹授权财华证券按下列方式处理财华证券或代表财华证券就本人/吾等之帐户在香港收取或持有之客户证券及证券抵押品:
- (i) 根据证券借贷协议运用任何客户证券或证券抵押品;
 - (ii) 将任何证券抵押品存放於认可财务机构(定义见香港法例第155章《银行业条例》),作为向财华证券提供财务通融之抵押品;
 - (iii) 将任何证券抵押品存放於香港中央结算有限公司、联交所期权结算所有限公司或另一获发牌或获注册进行证券交易之中介人,作为解除和清偿财华证券在交收上之责任和负债之抵押品;或
 - (iv) 将任何证券抵押品存放於香港中央结算有限公司、联交所期权结算所有限公司或另一获发牌或获注册进行期货合约交易之中介人,作为解除和清偿财华证券在交收上之责任和负债之抵押品。

财华证券可毋须事先通知本人/吾等执行以上任何事项。倘财华证券收取之任何客户证券或证券抵押品并未按照上文(i)至(iv)段加以运用或存放,则财华证券须依据《证券及期货(客户证券)规则》第5条进行注册或存放。财华证券仍须就归还根据本授权书所贷出或存放之任何客户证券或证券抵押品向本人/吾等负责。

- 35.2 本人/吾等明白并接受以下情况:

- (i) 客户证券及/或证券抵押品可能受制於第三方之留置权或合法索偿,财华证券须於全数抵偿该等留置权或索偿後,方可将客户证券及/或证券抵押品退回本人/吾等;
- (ii) 就本人/吾等帐户持有之证券抵押品可能会与其他人拥有之证券抵押品汇集,从而大大增加受损风险;及
- (iii) 财华证券有转按保证金客户证券抵押品予认可财务机构。



- 35.3 本人／吾等亦授权财华证券处置本人／吾等任何或全部证券或证券抵押品，以清偿由本人／吾等或有关代表结欠财华证券或任何第三方之负债。该授权在不损害财华证券依法或根据客户协议而拥有之任何一般留置权、抵销权或任何其他类似权利之情况下发出，以便处置本人／吾等任何或全部证券或证券抵押品，以清偿由本人／吾等或有关代表结欠财华证券或任何第三方之负债。
- 35.4 本协议的有效期为十二(12)个月，自本客户协议及签署开户申请表起计有效。然而，本人／吾等可透过向财华证券发出不少於七(7)个历日之书面通知，随时撤销该授权。有关撤销通知将於上述七(7)个历日届满後生效，惟前提为本人／吾等於当时并无结欠财华证券任何尚未清偿之负债。
- 35.5 本人／吾等明白，财华证券将於是项常设授权距离届满至少十四(14)个历日前，以书面形式提醒本人／吾等该授权即将届满。本人／吾等兹同意，除非本人／吾等於届满日期前拒绝重续该常设授权，否则常设授权将按本文件所载之相同条款自动重续十二(12)个月。本人／吾等明白，倘常设授权自动重续，财华证券将於其届满日期後一(1)星期内寄发重续确认书予本人／吾等。

36. 合适性规定

如财华证券向客户招揽销售或建议任何金融产品，该金融产品必须是财华证券经考虑客户的财政状况、投资经验及投资目标後而认为合理地适合客户的。本协议的其他条文或任何其他财华证券可能要求客户签署的文件及财华证券可能要求客户作出的声明概不会减损本条款的效力。

(注：「金融产品」指《证券及期货条例》(香港法例第五七一章)所界定的任何证券。)

37. 管辖法律

本协议须受香港特区法律管辖，并须据之诠释。本人／吾等不可撤销地服从香港特区法院的非独占司法管辖权。

38. 一般规定

- 38.1 本协议取代本人／吾等与财华证券已往就户口达成的一切协定、安排(如有)。
- 38.2 未经财华证券之书面同意前，本人／吾等不会将本协议中之权利及／或义务转予他人。
- 38.3 本协议条款不得视为移除、排除、限制本人／吾等在香港特区法律中的权利，以及财华证券在香港特区法律中的义务。倘本协议任何条款给法院或监管机构、组织视为无效或不能执行，其余条款可否执行，有否效力，不会因此而受影响。
- 38.4 无论如何，倘财华证券在任何时间未能恪守本协议内之任何条款或条件，或於财华证券方面持续出现此等行为，将不构成或视为财华证券放弃任何权力、权利、赔偿或特权。
- 38.5 在本协议中，除文义另有所指外，否则：
- (i) 「条」、「款」、「段」、和「附录」等词均指本协议之条、款、分段和附录；「本协议」一词包括其附录；
 - (ii) 本协议内表明单数之字应包括众数(相反如是)，具性别含意的词语亦应包括所有性别，「人士」一词则包括个人、机构、公司、注册公司、未注册公司、国家或其机关；以及
 - (iii) 本协议所提及的法定条文，须解释为不时修订或重新颁布的条文(不论在本协议签署之前，还是之後修订或重新颁布)，并包括重新颁布的条文(不论有否修订)，以及据之制订的附属法例。
- 38.6 各项标题只为方便参阅而加插，不影响本协议的解释。
- 38.7 就本协议而言，「集团公司」指财华证券有限公司最终控股公司及其各家附属公司(定义见香港《公司条例》(第32章))。



38.8 如文义允许，「本人／吾等」一词包括「本人／吾等授权的人士」。

39. 英文本与中文本

本人／吾等确认已获告知，要仔细阅读本协议之英及／或中文本；本人／吾等已仔细读之。本人／吾等亦获告知，要听取独立法律意见，且已有此机会。本协议内容亦已全部以本人／吾等选择的语言，向本人／吾等解释清楚，而本人／吾等明白并接受本协议内容，同意受之约束。若本协议中文本与英文本有所矛盾，本人／吾等同意以英文本为准。

40. 有客户身份的承诺

40.1 於无影响本协议任何其他条款的情况下，任何香港特区或海外监管机构可以向财华证券合法索取任何户口内交易之有关资料，包括但不限于香港证监会、香港交易所及海外交易所（「**监管者**」）：

- (i) 本人／吾等将於财华证券提出要求後，立即向监管者提供其可能要求的资料，包括但不限于以下三类人之身份、位址、职业、联络资料及其它身份证明详情：(a)委托展开交易之人士（就本人／吾等所知）；(b)於交易中最终获得利益之人士；及(c)发起该项交易之任何第三者；
- (ii) 倘本人／吾等为集体投资计画、全权控制户口或全权信托进行交易，本人／吾等将於财华证券提出要求後，立即向监管者提供有关该计画、户口或信托之身份、位址、联络资料，以及（倘适用）代表该计画、户口或信托，指示本人／吾等进行该宗交易的人士的身份、位址、职业及联络资料。本人／吾等承诺，本人／吾等代表任何计画、信托或户口投资的酌情权给撤销後，本人／吾等会立即通知财华证券。届时，本人／吾等亦会应监管者的要求，立即向其提供指示该次交易之人士之身份、位址、职业及联络资料；及
- (iii) 倘本人／吾等知悉本人／吾等之客户，为其他客户作为中间人进行交易，而本人／吾等并不知道该等客户之身份、位址、职业及联络资料时，本人／吾等确认：
 - (a) 本人／吾等与客户有合宜安排，使本人／吾等有权应要求立即从客户取得上文第(i)及／或第(ii)段所列之资料，或促成取得该等资料；及
 - (b) 当财华证券就户口下之交易提出要求，本人／吾等当立即向指示进行该宗交易之客户索取上述第(i)及／或是(ii)段所列之资料，使资料可立即提供与监管者。

40.2 本人／吾等确认本人／吾等及本人／吾等之客户均不受制於禁止本人／吾等作出本条 款(i)、(ii)或(iii)段所列之行为，或倘本人／吾等或本人／吾等之客户受制於该等法律，本人／吾等或本人／吾等之客户（视乎情况而定）已放弃该等法律之利益，或以书面同意本人／吾等作出上述分段所列之行为。

40.3 纵然户口或本协议终止，本条 款仍然继续生效。

41. 户籍

如情况适用，本人／吾等同意填写第W-8海外身份证书暨披露通知替代表格，在财华证券开立美国股份户口。本人／吾等同意，若其在美国的户籍有变，就给予财华证券通知。



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 在本補充協定中，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，否則本補充協定沒定義的詞語，沿用客戶協定所賦的涵義。

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

2. 適用客戶協定

本補充協定（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／吾等可不时指示財華證券，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、办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／吾等承认并同意，利用服务发出指示的先决条件之一，是倘遇下列情况，本人／吾等会即时通知财华证券：
- (i) 本人／吾等已利用服务发出指示，但没收到命令编号或对买卖指示或其执行的准确确认（不论是书面、电子，还是口头）；
 - (ii) 无论是书面、电子，还是口头，本人／吾等收到交易确认，但交易并非本人／吾等所指示，或有类似争论；
 - (iii) 本人／吾等察觉有人擅自使用本人／吾等接达码；或
 - (iv) 本人／吾等使用服务时，遇到困难。
- 3.6 本人／吾等收到财华证券电子或书面资讯，确认收到或证实已执行指示後，财华证券才会视为已收到或执行本人／吾等的指示。
- 3.7 本人／吾等同意，每逢输入指示，都会事先加以复核，因为指示一经发出，便可能无法取消。本人／吾等可要求取消或修改指示，但财华证券无义务答应要求。本人／吾等承认，指示只可在执行之前取消或修改。若取消的指示已完全或局部执行，本人／吾等会对已执行的交易负全责，财华证券毋须为此负责。
- 3.8 本人／吾等承认并同意，倘若本人／吾等使用服务期间所采用的通讯方式暂时无法使用，本人／吾等仍可在在此期间继续操作有关电子户口，但财华证券有权索取不时认为适合的资料，以核实本人／吾等的身份。
- 3.9 本人／吾等明白，无论以电子还是其他方式，发给财华证券的买卖指示，并不保证会得到执行。本人／吾等同意，若指示没有执行，财华证券、财华证券高级职员、雇员、代理毋须负责。
- 3.10 本人／吾等明白，除非电子户口有足够净款项或证券，以资交收，否则财华证券不会执行本人／吾等的指示。本人／吾等承认，若电子户口没有足够净款项或证券，以致服务（包括买卖证券指示的执行）有所延误，或未有提供，财华证券毋须负责。
- 3.11 本人／吾等同意，支付财华证券可能就服务收取的一切费用、服务费、使用费，亦同意该等费用可以更改，毋须通知。
- 3.12 本人／吾等承认并同意，虽然可以利用服务取阅备考确认书和户口结单，但以财华证券发出的成交单据和户口月结单为准，并受之约束。
- 3.13 本人／吾等承认并同意，财华证券可披露本人／吾等的电子通信，披露范围与财华证券可按客户协定规定，披露本人／吾等或电子户口其他资料的范围相同。
- 3.14 本人／吾等明白并接受，财华证券可随时自行酌情禁止、限制、终止本人／吾等接达服务，以及买卖的能力，毋须事先通知。财华证券结束电子户口，不会影响各方在结束之日前承受的权利和／或义务。

4. 电子通讯

本人／吾等明文同意，财华证券可经电子方式或设施，与本人／吾等通信，或给予本人／吾等通知；该等通知或通信若经财华证券邮件或其他方式以电子设备发出，都在资讯传给本人／吾等之时，视为收讫。

5. 知识产权

- 5.1 本人／吾等承认并同意，凡资讯、有关财华证券网服务的软体程式和源码所包含的知识产权，财华证券都是拥有人或经授权获特许人。本人／吾等不会试图窜改、修改、解编、还原、损害、毁坏或以任何方式改变或再特许，亦不试图擅自取阅资讯或财华证券网服务任何部份。本人／吾等承诺，若察觉他人正做出本段前述的行为，就立即通知财华证券。
- 5.2 本人／吾等承认，财华证券从资讯提供者取得资讯。本人／吾等同意遵守资讯提供者（包括但不限于联交所）就资讯的供应和使用而施加的一切条件、限制。本人／吾等尤其同意：
- (i) 提供给本人／吾等的资讯，仅供本人／吾等个别使用；除非在自己日常业务中使用（但不包括向第三方散播资讯），否则本人／吾等不得使用资讯或其中部份；



- (ii) 若已经或可以在联交所上市的证券或相关证券正在联交所以外的场合买卖，就不以资讯（协助）成立、维持或提供交易场或买卖服务；
- (iii) 未经财华证券和资讯提供者明文书面同意，不以任何方式向他人复制、转送、散播、出售、经销、出版、广播、传阅，或用于商业用途；以及
- (iv) 不将（亦不容许）资讯用于非法用途。

5.3 本人／吾等同意，不会转让、出让、再特许本补充协议给予本人／吾等的所有或部份权利。

5.4 本人／吾等同意，收到财华证券书面通知后，容许财华证券或财华证券书面授权的人士，随后为合法目的，就本补充协定的条款，尽促检查本人／吾等房舍、纪录；检查目的包括但不限于信纳本人／吾等没有在违反本补充协定条款的情况下，使用资讯或其所载的软体。

6. 无保证、担保

- 6.1 本人／吾等承认并同意，服务照「原样」供给本人／吾等；使用服务的风险，由本人／吾等自行承担。本人／吾等承认，财华证券和资讯提供者都没就服务（包括经服务提供的资讯）给予明示和默示保证，包括但不限于没保证不侵犯第三方权利，可以商售，或适合个别目的、用途。
- 6.2 本人／吾等承认，由于市场情况变化不定，资料传送过程亦可能有延误，资料可能并非相关证券或投资的即时市场报价。本人／吾等承认，财华证券并无独立依据，核实或质疑收到的资讯是否准确、齐全。本人／吾等不得从收到的资讯，推论财华证券有何建议或认可。
- 6.3 本人／吾等明白，财华证券、财华证券代理、资讯提供者、资讯传送者都没保证资讯合时、顺序、准确、连续、即时、齐全。

7. 责任限制

7.1 本人／吾等同意：

- (i) 凡因接达或使用，或无法接达或使用服务而导致的各类直接、间接、特殊、随之而起、附带损害，包括但不限于因资讯提供者或资讯传送者的行为、遗漏、错误、延误、中断而导致的损害，财华证券、财华证券高级职员、雇员、代理、资讯提供者、资讯传送者都毋须就任何损失承担赔偿责任，亦毋须负任何责任。即使财华证券、财华证券高级职员、雇员、代理、资讯提供者、资讯传送者曾获告知该等损害、损失可能出现，亦毋须负责；或
- (ii) 凡因财华证券、财华证券高级职员、雇员、代理、资讯提供者、资讯传送者不能控制的原因而导致的损害，财华证券、财华证券高级职员、雇员、代理、资讯提供者、资讯传送者都毋须就任何损失承担赔偿责任，亦毋须负任何责任。有关原因包括但不限于政府限制、暂停交易、电子或机械设备或通讯线路失灵；电话或其他互联网设施遇障；电脑硬体或软体无法相容；互联网未能或不可接达；互联网服务供应商或其他与本人／吾等电脑有关的设备、服务遇障；电力中断；资料传送设施遇障；有人擅自接达、盗窃、火灾、战争、罢工、民众骚乱、恐怖主义行为（或恐怖组织威胁做出的行为）、天灾、劳资纠纷。

7.2 本人／吾等同意，若本人／吾等因使用服务而令本身电脑、软体、数据机、电话、其他财物受损，财华证券毋须负责。

8. 免责补偿

本人／吾等同意，凡因本人／吾等使用服务（包括但不限于本人／吾等违反本补充协议，或侵犯知识产权）而引起的，或与之有关的申索、损失、责任、费用、支出，本人／吾等都会给予财华证券，财华证券高级职员、雇员、代理、资讯提供者、资讯传送者免责补偿。本补充协议终止后，是项义务仍会有效。



9. 风险披露

本人／吾等承认并接受：

- (i) 需求达顶点、市况反复、系统升级或维修期间，或因其他原因，服务之接达可能受到限制，甚或不可供本人／吾等接达；
- (ii) 由於无法预期的网路拥挤和其他原因，电子传送可能并非可靠的通信媒介，而此事又非财华证券所能控制；
- (iii) 由於网路拥挤，传送可能受阻、中断、耽误；又因互联网可供大众使用，可能会有资料误传。经电子工具进行的交易，可能因此而受影响；
- (iv) 指示可能不获执行，或可能有延误，因此执行价可能与本人／吾等给予指示时通行的价格有异；
- (v) 第三方可能擅自取阅通信和个人资料；
- (vi) 本人／吾等的指示可能未经人手复核，就予以执行；
- (vii) 通常指示一经发出，就不可取消；以及
- (viii) 系统可能故障，包括软、硬体失灵，或通信设施失效，可能导致本人／吾等的指示没按照本人／吾等的指示执行，或根本没有执行。

10. 联交所免责声明

香港联合交易所有限公司竭力确保所提供的资料准确可靠，但不保证其准确可靠，不会对资料不准确或有遗漏所产生的损失、损害负责（无论是侵权法、合同法，还是其他方面的权利）。

11. 其他条款

11.1 本人／吾等承认，已阅读、明白本补充协议的条款，并同意受之约束。

11.2 财华证券书面确认收到本人／吾等根据客户协定第32条发出之书面指示，终止客户协定前，本补充协定仍有十足效力。



附录一

以下证券交易的风险披露声明乃根据《证券及期货事务监察委员会持牌人或注册人操守准则》第6条2款(h)段向 阁下（客户）提供，
阁下（客户）务请留意内容及签署以下客户确认书。

证券交易的风险披露声明

证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必一定能够赚取利润，反而可能会招致损失。

保证金证券交易的风险披露声明

藉存放抵押品而为交易取得融资的亏损风险可能极大。你所蒙受的亏蚀可能会超过你存放於有关持牌人或注册人作为抵押品的现金及任何其他资产。市场情况可能使备用交易指示，例如“止蚀”或“限价”指示无法执行。你可能会在短时间内被要求存入额外的保证金款额或缴付利息。假如你未能在指定的时间内支付所需的保证金款额或利息，你的抵押品可能会在未经你的同意下被出售。此外，你将要为你的帐户内因此而出现的任何短欠数额及需缴付的利息负责。因此，你应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适你。

提供将你的证券抵押品等再质押的授权书的风险

向持牌人或注册人提供授权书，容许其按照某份证券借贷协议书使用你的证券或证券抵押品、将你的证券抵押品再质押以取得财务通融，或将你的证券抵押品存放为用以履行及清偿其交收责任及债务的抵押品，存在一定风险。

假如你的证券或证券抵押品是由持牌人或注册人在香港收取或持有的，则上述安排仅限於你已就此给予书面同意的情况下方行有效。此外，除非你是专业投资者，你的授权书必须指明有效期，而该段有效期不得超逾 12 个月。若你是专业投资者，则有关限制并不适用。此外，假如你的持牌人或注册人在有关授权的期限届满前最少 14 日向你发出有关授权将被视为已续期的提示，而你对于在有关授权的期限届满前以此方式将该授权延续不表示反对，则你的授权将会在没有你的书面同意下被视为已续期。

现时并无任何法例规定你必须签署这些授权书。然而，持牌人或注册人可能需要授权书，以便例如向你提供保证金贷款或获准将你的证券或证券抵押品借出予第三方或作为抵押品存放於第三方。有关持牌人或注册人应向你阐释将为何种目的而使用授权书。

倘若你签署授权书，而你的证券或证券抵押品已借出予或存放於第三方，该等第三方将对你的证券或证券抵押品具有留置权或作出押记。虽然有关持牌人或注册人根据你的授权书而借出或存放属於你的证券或证券抵押品须对你负责，但上述持牌人或注册人的违规行为可能会导致你损失你的证券或证券抵押品。

大多数持牌人或注册人均提供不涉及证券借贷的现金帐户。假如你毋需使用保证金贷款，或不希望本身证券或证券抵押品被借出或遭抵押，则切勿签署上述的授权书，并应要求开立该等现金帐户。



买卖创业板股份的风险披露声明

创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。你只应在审慎及仔细考虑後，才作出有关的投资决定。创业板市场的较高风险性质及其它特点，意味着这个市场较适合专业及其它熟悉投资技巧的投资者。现时有关创业板股份的资料只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。假如你对本风险披露声明的内容或创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见。

在香港联合交易所有限公司

买卖纳斯达克 — 美国证券交易所证券的 风险披露声明

按照纳斯达克 — 美国证券交易所试验计画（「试验计画」）挂牌买卖的证券是为熟悉投资技巧的投资者而设的。你在买卖该项试验计画的证券之前，应先谘询有关持牌人或注册人的意见和熟悉该项试验计画。你应该知悉，按照该项试验计画挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

提供代存邮件或将邮件转交第三方的授权书的风险披露声明

假如你向持牌人或注册人提供授权书，允许他代存邮件或将邮件转交予第三方，那麼你便须尽速亲身收取所有有关於你帐户的成交单据及结单，并加以详细阅读，以确保可及时侦察到任何差异或错误。

在香港以外地方收取或持有的客户资产的风险

持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第571章）及根据该条例制定的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。



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
- 客户协定条款 (证券) Version 5 (30 Sep 2016)



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, unpresented 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 客户协定条款 (证券) 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.