

GALAXY TREASURE SECURITIES GROUP LIMITED
富盈證券集團有限公司

CLIENT AGREEMENT AND SCHEDULES
客戶協議及附件

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THIS IS AN IMPORTANT DOCUMENT. 此乃重要文件，懇請細閱。

PLEASE READ IT CAREFULLY. CLIENTS MUST NOTE THAT THE PRICES OF SECURITIES CAN AND DO FLUCTUATE. SECURITIES PRICES MAY EXPERIENCE SHARP DOWNWARD OR UPWARD MOVEMENTS AND SECURITIES MAY UNDER SOME CIRCUMSTANCES BE SUSPENDED FROM TRADING OR BECOME VALUELESS. THERE IS AN INHERENT RISK THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF TRADING OR INVESTING IN SECURITIES. IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT OR ABOUT THE SALE AND PURCHASE OF SECURITIES OR OTHERWISE, YOU SHOULD CONSULT YOUR SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT PROFESSIONAL ADVISERS. THERE ARE RISKS ASSOCIATED WITH THE USE OF MARGIN FACILITIES AND MARGIN TRADING IN SECURITIES BUYING OR SELLING. YOU SHOULD READ THIS DOCUMENT CAREFULLY BEFORE YOU DECIDE TO ACCEPT THE MARGIN FINANCING ARRANGEMENT. THERE ARE RISKS ASSOCIATED WITH USING THE INTERNET OR OTHER ELECTRONIC TRADING SERVICE WHICH ARE ADDITIONAL TO THOSE NORMALLY INCURRED IN SECURITIES TRADING.

客戶必須留意，證券價格可並定會波動。證券價格可能急劇下跌或上升，在某些情況下證券更可能被暫時停止買賣或變成毫無價值。除可能獲利外，亦可能有損失，此乃證券交易或投資本身之風險。閣下若對本文件、證券買賣或其他方面有任何疑問，應諮詢閣下之律師、會計師或其他獨立專業顧問。在證券買賣當中使用孖展額及孖展交易存在相關風險。在決定接受孖展融資安排之前，閣下應當仔細閱讀本文件。使用互聯網或其他電子交易服務時，除了通常的證券交易風險之外，亦存在其他相關之額外風險。



1. INTERPRETATION 釋義

1.1 In this Agreement: 在本協議中

“Account”	means the securities trading account(s) (including, without limitation, stock options trading account and collective investment account) opened and maintained by GTSG on behalf of Client pursuant to the Account Application and the terms of this Agreement;
“帳戶”	指富盈依據開戶申請表及本協議條款代客戶開立及維持的一個或多個證券交易帳戶(包括但不限於股票期權交易帳戶或集合投資帳戶);
“Account Application”	means the application submitted by Client to GTSG in such form as required by GTSG for the opening and maintaining of a securities trading account under the terms of this Agreement;
“開戶申請表”	指客戶為了開立及維持在本協議條款下的證券交易帳戶, 按照富盈所要求的格式向富盈提交的申請書;
“Advice”	means a written or typed record (including facsimile or other electronic means from which it is possible to produce a hard copy) (a) confirming and setting out the particulars of any transaction executed by GTSG on any Account, or (b) recording any other event (including without limitation receipts or withdrawals of assets) in relation to the Account, and containing such information as GTSG shall consider appropriate;
“通知書”	指任何書寫或打字記錄(包括任何以傳真或其他電子途徑可製作成印刷本之文件)(a)確認及列明就任何帳戶, 由富盈執行的任何交易詳情; 或(b)紀錄與帳戶有關的其他事宜(包括但不限於資產的收受或提取)並載有富盈認為恰當之資料;
“this Agreement”	means this Client Agreement and Schedules and Appendix(ces) (if any) and Supplement(s) (if any), the Account Application and any applicable schedule, appendices and supplements and/or other documents as specified in the Schedules or determined by GTSG from time to time;
“本協議”	指本客戶協議及附件及附錄(如有)及補充(如有)、開戶申請表以及附件內所列明或由指富盈不時指定的任何適用附件附錄及補充及/或其他文件;
“Authorised Person”	means each of those persons specified as such in the Account Application, or subsequently appointed as such where notice of such appointment has been given to GTSG pursuant to the terms of this Agreement provided that such notice shall not take effect until five (5) days after the actual receipt by GTSG of it
“獲授權人”	指每一位開戶申請表指定為獲授權人士, 或日後獲委任為獲授權人而委任通知已按本協議條款給予富盈, 惟該通知只會於富盈確實收受當日起計 5 日後才會生效;
“Authorised Third Party”	means each of those persons, if any, specified as such in the Account Application, or subsequently appointed as such and notice of such appointment has been given to GTSG pursuant to the terms of this Agreement provided that such notice shall not take effect until five (5) days after the actual receipt by GTSG of it;
“獲授權第三者”	指每一位開戶申請表指定為獲授權第三者(如有的話), 或日後獲委任為獲授權第三者而委任通知已按本協議條款給予富盈, 惟該通知只會於富盈確實收受當日起計五日後才會生效;
“CCASS”	means the Central Clearing and Settlement System established and operated by HK Securities Clearing Company Limited;
“中央結算系統”	指由香港中央結算有限公司建立及運作之中央結算及交收系統;
“Client”	means the person in whose name GTSG has agreed to open and maintain the Account in accordance with the terms of this Agreement and shall in the case where Client: (i)is/are individual(s) include Client and Client’s respective executors and administrators; (ii)is a sole proprietorship firm include the sole proprietor and Client’s executors, administrators and successors in the business; (iii)is a partnership firm include the partners who are the partners of the firm at the time when the Account being maintained and any other person or persons who shall at any time hereafter be or have been a partner or partners of and in the firm and all the aforesaid partners’ respective executors, administrators and the successors to such partnership business; and (iv) is a company include such company and its successors;
“客戶”	指富盈同意以其名義按本協議條款開立及維持帳戶的人士, 及當客戶乃:(i)屬個人, 則包括客戶(等)本身及其等各自之遺囑執行人及遺產管理人;(ii)屬獨資經營商號, 則包括獨資經營人及其遺囑執行人、遺產管理人及其生意繼承人;(iii)屬合夥經營商號, 則包括維持帳戶時該商號之合夥人, 亦包括於今後任何時間加入該商號成為合夥人之任何人士(等)(不論是否其後退出)及所有前述合夥人各自之遺囑執行人、遺產管理人及該合夥經營生意之繼承人;以及(iv)屬公司, 則包括該公司及其繼承人;
“Event of Default”	means each of the events set out in Clause 16.1;
“違約事項”	指第 16.1 條中列明之每一事件;
“Exchange”	means The Stock Exchange of HK Limited and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold;
“交易所”	指香港聯合交易所有限公司以及在世界各地進行證券買賣的任何其他交易所、市場或交易商協會;
“Facility”	in respect of an Account, means any financial accommodation provided by GTSG from time to time to facilitate the acquisition and holding of securities whether or not such securities are listed on an Exchange;
“融資”	就帳戶而言, 指富盈不時提供財務通融以便客戶獲得及持有無論在一交易所上市與否之證券;
“Group”	means Great Treasure International Inc. Limited’s subsidiaries and associated companies, and a “member of the Group” shall be construed accordingly;
“集團”	指寶利國際興業有限公司及其附屬公司及相聯公司, “集團成員”應作相應解釋;
“HK”	means the HK Special Administrative Region of the People’s Republic of China;
“香港”	指中華人民共和國香港特別行政區;
“Laws”	means all laws, rules, regulations and regulatory requirements applying to GTSG, and to other brokers and dealers instructed by GTSG, including, where applicable, the rules of the relevant Exchange and its associated clearing house;
“法例”	指適用於富盈及富盈所指示的其他經紀和交易商的一切法例、規例及規管要求, 包括(如適用)相關交易所及其相聯結算公司的規則;
“Regulators”	means the SFC, the relevant Exchange, the relevant clearing house and any other regulator whether in HK or elsewhere;
“監管機構”	指證監會、有關交易所、結算公司以及任何在香港或其他地方之監管機構;
“Regulatory Rules”	means the rules of the Regulators or other laws, rules, codes, guidelines, circulars and regulatory directions issued by the Regulators from time to time;
“監管規則”	指由監管機構不時發佈之規定或其他法例、規條、守則、指引、通知及規管性指示;
“securities”	means “securities” as defined in the SFO and (if applicable) any interest in the collective investment scheme that is a registered scheme as defined in the Mandatory Provident Funds Schemes Ordinance (Cap.485 of the Laws of HK) or its constituent fund as defined in Section 2 of the Mandatory Provident Fund Schemes (General) Regulation (Cap.485 sub. leg. A of the Laws of HK);
“證券”	與證券及期貨條例內的“證券”具相同含義及(如適用於集體投資計劃(為<強制性公積金計劃條例>(香港法例第 485 章)所定義的註冊計劃)或<強制性公積金計劃(一般)規例>(香港法例第 485 章附屬法例 A)第 2 條所定義的成分基金中的任何權益);
“SFO”	means the Securities and Futures Ordinance (Cap. 571 of the Laws of HK);
“證券及期貨條例”	指證券及期貨條例(香港法例第 571 章);
“SFC”	means the Securities and Futures Commission of HK;
“證監會”	指香港證券及期貨事務監察委員會;



“GTSG”	means Galaxy Treasure Securities Group Limited, a company incorporated in HK, which is the member of Great Treasure International Inc. Limited;
“富盈”	指富盈證券集團有限公司；以及
“subsidiary”	bears the same meaning given to it under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of HK) (as amended from time to time).
“附屬公司”	與<公司(清盤及雜項條文)條例>(香港法例第 32 章)(及其不時修訂本)下所指明的具相同定義。

1.1A For the purposes of this Agreement, two companies shall be taken to be associated companies if one is a subsidiary of the other, or both are subsidiaries of a third company, and “associated company” shall be construed accordingly.
就本協議而言,如兩間公司的其中一間是另一間的附屬公司,或該兩間公司俱是第三間公司的附屬公司,則該兩間公司將視為相聯公司,而“相聯公司”一詞亦據此解釋。

1.2 In this Agreement: 在本協議中

1.2.1 the singular shall be deemed to include the plural and vice versa;

凡指單數之詞語,其釋義將包含眾數,反之亦然;

1.2.2 words importing any gender include every gender and references to persons include companies and corporation;

含有性別意義之辭彙其釋義將一概包含所有性別,凡指人士之詞語,其釋義包括法團和企業;

1.2.3 where GTSG or any member of the Group is given a discretion, such discretion shall be absolute and if exercised, to the fullest extent permitted by applicable laws, GTSG or such member of the Group shall not incur any liability of whatsoever nature to Client or any other person and, unless otherwise stated, GTSG or such member of the Group shall not be required to give reasons for its action, inaction or decision;

凡富盈或任何集團成員被授予以酌情權,該酌情權應是絕對的及若行使該酌情權,在適用法律許可的最廣範圍內,富盈或該集團成員均不會對客戶或任何其他人士承擔任何責任(不論屬任何性質),富盈或該集團成員不必就其行為、不行為或決定而作出解釋,但另有規定者除外;

1.2.4 the headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement;

本協議內之標題僅為方便,於釋義本協議時無須理會;

1.2.5 references to any statute, statutory provision or Regulatory Rule shall include a reference to that statute, provision or Regulatory Rule as from time to time amended, replaced, modified, extended or re-enacted;

凡指法例,法例條文或監管規則,則釋義包括不時生效的修訂本、更替本、修改本、擴充本或重新制定本;

1.2.6 words not defined shall have the meanings ascribed to them in the SFO or the regulations made thereunder unless the context requires otherwise;

凡未有詮釋之文字,應按證券及期貨條例或其下之規則之定義作解釋,除非文意另有所指。

1.2.7 if there is any inconsistency between the Chinese and English versions of this Agreement, the English version shall apply and prevail;

若本協議中英文版本不一致,應以英文版為準。

1.2.8 any reference in this Agreement to an ordinance or a provision of any Regulatory Rules shall be deemed to include such ordinance or provision as now or hereafter amended, replaced, modified, extended or re-enacted;

本協議所提及之條例或任何監管規則之條文其釋義包括有關條例或條文現行及其後修訂、更替、變更、擴充或重新制定之版本;

1.2.9 in the event of any inconsistency between any provision of this Agreement and any Laws, the latter shall prevail and GTSG shall be entitled in its discretion to take or refuse to take any action or to demand that the Client shall take or refrain from taking any action to ensure compliance with the same. All actions taken by GTSG in accordance with the Laws shall be binding on the Client.

如果本協議條文與任何法例有任何抵觸,應以後者為準;富盈有權依據其絕對酌情權採取或拒絕採取任何行動,或者要求客戶採取或不得採取任何行動,以確保合乎法例要求。富盈根據法例所採取之一切行動均對客戶具有約束力。

1.3 Unless otherwise specified in this Agreement or by GTSG in writing, any interest owed by Client to GTSG in connection with this Agreement shall be calculated on the basis of a 365-day year or 366-day year (if the year in question is a leap year). Such basis may be changed by GTSG in its absolute discretion, at any time and from time to time, without notice to or consent from Client unless such notice or consent is stated in this Agreement, or other written agreement by GTSG, to be necessary.

除非本協議另有指明或富盈另以書面指明,就本協議客戶欠富盈的任何利息將基於 365 日一年或 366 日一年(若有閏年份乃是閏年)。該基準可能隨時及不時被富盈按其絕對酌情權所改變而無須通知客戶或獲得客戶同意,除非有關通知或同意於本協議或富盈其他的書面協議中註明乃是必要的。

2. ACCOUNT OPENING 開立帳戶

Client hereby instructs and authorises GTSG to open and maintain securities trading account(s) (including, without limitation, stock options trading account and collective investment account) in the name of Client for purchasing, investing in, selling, exchanging or otherwise dealing in securities in HK or elsewhere, on the terms set out in this Agreement.

客戶謹此指示及授權富盈以客戶姓名開立並維持一個或多個證券交易帳戶(包括但不限於股票期權交易及集合投資帳戶),並根據本協議列明之條款,在香港或其他地方購入、投資、沽出、交換證券或進行其他證券交易。

3. GTSG'S INFORMATION TO CLIENT 富盈給予客戶之資料

3.1 GTSG may, at Client's request, agree to deal in securities on Client's behalf, and to provide information, advice and/or recommendations (as the case may be) in relation to securities, which information advice and/or recommendations (as the case may be) must be reasonably suitable for Client having regard to Client's financial situation, investment experience and investment objectives to the extent as required by the Regulatory Rules.

富盈可按客戶要求,同意代表客戶進行證券交易,並可向客戶提供有關證券之意見、資料及/或建議(視屬何情況而定)。該意見、資料及/或建議(視屬何情況而定)須在監管規則所規定的範圍內經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。

3.2 GTSG shall provide to Client upon request product specifications, any prospectus or other offering document covering securities which are derivative products in which Client wishes to consider dealing.

富盈應按客戶要求,向其提供包含客戶考慮交易的證券而該等證券乃是衍生產品之產品細則、招股章程或其他要約文件。

3.3 If GTSG solicits the sale of or recommends any financial product to Client, the financial product must be reasonably suitable for Client having regard to Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document GTSG may ask Client to sign and no statement GTSG may ask Client to make derogates from this Clause. For the purpose of this Clause, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

假如富盈向客戶招攬銷售或建議任何金融產品,該金融產品必須是富盈經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他富盈可能要求客戶簽署的文件及富盈可能要求客戶作出的聲明概不會減損本條款的效力。就本條的目的而言,“金融產品”指<證券及期貨條例>所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言,其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

3.4 Clause 3.3 (and the provision of information, advice and/or recommendations which must be reasonably suitable under Clause 3.1) shall not apply where Client is (i) an “Institutional Professional Investor” or (ii) a “Corporate Professional Investor” which meets the requirements under paragraphs 15.3A and 15.3B of the “Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission” and accepts to be treated as a professional investor under the Regulatory Rules, in which case Client shall make its own judgments and decisions independently without reliance on GTSG or any other member of the Group in its decisions in relation to dealing in securities.

第 3.3 條(及在第 3.1 條向客戶提供合理地適合的意見、資料及/或建議的條款)將不適用於以下情況:如客戶為(i)“機構專業投資者”或(ii)符合“證券及期貨事務監察委員會持牌人或註冊人操守準則”內第 15.3A 及 15.3B 段的規定及同意根據監管規則被視為專業投資者的“法團專業投資者”。在上述情況客戶應作出獨立判斷及決定有關證券交易之事宜,而不應依賴富盈或任何其他集團成員。



4. CLIENT'S INSTRUCTIONS AND STANDING AUTHORITY 客戶指示及常設授權

- 4.1 Instructions given by Client shall be irrevocable and may be given in writing, verbally, by facsimile or other electronic means (including through the E-Service, as defined in the Sixth Schedule), but in any case at Client's own risk.
客戶發出之指令是不可撤銷的,指令可以採用書面、口頭、傳真或其他電子途徑(包括透過附件六定義之電子服務),但於任何情況風險皆由客戶自行承擔。
- 4.2 Unless Client gives specific instructions to the contrary, Client agrees and acknowledges that all orders and instructions are valid for the official trading day of the Exchange (in this Clause 4 referred to as "Trading Day") on which it is received. Any instruction received after the close of a Trading Day shall be treated as that of the next Trading Day and valid for the next Trading Day only.
除非客戶給予相反的特定指令,客戶同意及確認所有命令及指令只於收到命令或指令之有關交易所正式交易日當日有效(在此條款 4 稱為"交易日")。任何在交易日完結後收到之指令,均被視為該交易日隨後之交易日當日有效。
- 4.3 For any instruction, the name of Client (or any of them in case where Client is more than one person unless otherwise stated in the Account Application), the name of Client's Authorised Person or Authorised Third Party (or the names of the Authorised Persons or Authorised Third Parties if the Account Application states that more than one Authorised Person or Authorised Third Party is required) where such instruction is given by the Client's Authorised Person(s) or Authorised Third Party(ies) and the number of the relevant account opened with GTSG shall be quoted provided always that GTSG may but shall not be under any duty to verify or ensure as to the identity of the or any person giving such instruction and GTSG shall be entitled (but not be obliged) to act on the same and rely on its belief that such instruction emanates from Client, Client's Authorised Person(s) or Authorised Third Party(ies).
在發出任何指令時,應當提供客戶姓名(或如果客戶有多人,則其中任何一人之姓名除非開戶申請表另有所指)、發出指令的客戶之獲授權人或獲授權第三者的姓名(或多位獲授權人或獲授權第三者的姓名若開戶申請表指明需要多過一位獲授權人或獲授權第三者)當該指令乃客戶之一位或多位獲授權人或獲授權第三者所發出,以及在富盈所開立相關帳戶之帳戶號碼;但在任何情況下,富盈都可以但並無責任核實或確保發出指令之人士或任何人士之身份,富盈亦有權(但並無責任)據該指令行事並依據其相信該指令乃由客戶、客戶之一位或多位獲授權人或獲授權第三者發出。
- 4.4 Client may grant to GTSG the following standing authorities, and once granted, Client agrees to be bound by the terms thereof:
客戶可以授予富盈下述之常設授權。一旦授權,客戶同意受其條款所約束:
- 4.4.1 a standing authority pursuant to the Securities and Futures (Client Money) Rules (Cap. 571I of Laws of HK) as amended from time to time;
根據不時修訂之<證券及期貨(客戶款項)規則>(香港法例 571I 章)之常設授權;
- 4.4.2 a standing authority pursuant to the Securities and Futures (Client Securities) Rules (Cap. 571H of Laws of HK) as amended from time to time and for the avoidance of doubt, securities borrowing and lending agreement stated in the standing authority shall include but not be limited to market standard repurchase agreement (such as global master repurchase agreement); and
根據不時修訂之<證券及期貨(客戶證券)規則>(香港法例 571H 章)之常設授權及為免生疑問該常設授權內列明的證券借貸協議包括但不限於標準回購協議(如全球主回購協定);及
- 4.4.3 such other lawfully agreed standing authority, as amended from time to time
其他合法地協定並不時修訂之常設授權。
- 4.5 Subject to applicable laws, any instruction given or purportedly given by Client, its Authorised Person(s) or Authorised Third Party(ies) after;
受制於適用法律下,
- 4.5.1 the revocation by Client of its Authorised Person(s)' or Authorised Third Party(ies)' authority; or
於客戶撤銷其一位或多位獲授權人或獲授權第三者的權力後;或
- 4.5.2 the commencement of liquidation or bankruptcy (as the case may be) in respect of Client or the occurrence of any analogous event; shall continue to be valid and effective in GTSG's favour until Five (5) days after the actual receipt by GTSG of a written notice informing GTSG of the occurrence of the relevant event from Client (in case of the said revocation) or in case of the said liquidation or bankruptcy, the liquidator, the trustee in bankruptcy or similar officer.
在關於客戶的清盤或破產(視情況而定)開始後或發生類似事件後,由或聲稱由客戶、其一位或多位獲授權人或獲授權第三者所發出的任何指令將就富盈利益而言繼續生效及有效直至富盈確實收到由客戶(若是上述撤銷事件)或若是上述清盤或破產事件,由清盤人、破產管理人或類似人員所發出之通知書(通知富盈發生有關事件)後計 5 日為止。
- 4.6 Any instruction given by Client's Authorised Person(s) or Authorised Third Party(ies), as the case may be, shall be deemed to be given by the Client. Client hereby agrees to accept full responsibility and shall not later challenge the instructions given by Client's Authorised Person(s) or Authorised Third Party(ies), as the case may be.
客戶之一位或多位獲授權人或獲授權第三者(視情況而定)所發出之任何指示應當視為客戶所發出。客戶藉此同意完全接受相關責任,其後不得質疑客戶之一位或多位獲授權人或獲授權第三者(視情況而定)所發出之指示。

5. GTSG'S DISCRETION 富盈之酌情權

GTSG shall be entitled to rely on and to act as it thinks fit in accordance with any instruction given or purportedly given by or on behalf of Client which GTSG believes in good faith to have been given by Client or its Authorised Person(s) or Authorised Third Party(ies). Notwithstanding the foregoing, GTSG shall have discretion to reject such instruction. GTSG shall be under no obligation either to act for the Client or upon any instruction, or execute any transaction for or on behalf of the Client if there are insufficient funds in the Account, or if GTSG believes that the acting or the execution might result in either GTSG, any member of the Group or the Client contravening any Laws or Regulatory Rules or for any other reason. If GTSG in its absolute discretion declines to act for the Client or act upon any instruction, or execute any transaction for or on behalf of the Client, GTSG shall in its own discretion notify the Client accordingly, but GTSG shall not in any circumstances whatsoever be liable in any way for any loss, damages, liability, cost, expense or whatsoever suffered or incurred by the Client arising in or in connection with the exercise of the above discretion by GTSG.

富盈有權按其認為合適依照及執行任何由或代或聲稱由或代客戶發出之任何指令而富盈真誠地相信該指示乃由客戶或其一位或多位獲授權人或獲授權第三者所發出。儘管前文所述,富盈亦有酌情權拒絕該指令。倘帳戶內無足夠款項,或富盈相信,執行有關指令或交易可能導致富盈、任何集團成員,或客戶,觸犯任何法例或監管規則或由其他原因,富盈將無責任代表客戶行事或執行指令或為客戶或代表客戶進行任何交易。倘富盈按其絕對酌情決定權拒絕代表客戶行事或執行指令或為客戶或代表客戶進行任何交易,富盈可酌情通知客戶,惟富盈,在任何情況下,均不會負責任何損失、損害賠償、責任、費用、支出,或任何客戶因富盈運用以上酌情權而招致或產生之損失。

6. EXECUTION OF ORDER 執行指令

GTSG may, in carrying out Client's instructions, contract or otherwise deal with or through any broker for the purchase or sale of securities on any Exchange, or any person associated with GTSG in any manner, on such terms as GTSG may in its discretion determine.

在執行客戶的指令時,富盈可以合約形式或其他方式與或透過任何經紀於任何交易所買或賣證券或以任何形式與或透過任何與富盈有關聯之人士以執行客戶的指令,條款由富盈按其酌情權而決定。

7. ADVICE 通知書

- 7.1 GTSG may, and, if required by the Laws, shall, send to the address(es) (email address or otherwise) and/or other contact number(s) of Client on GTSG's records an Advice (which may be in electronic format) after GTSG has facilitated a transaction with or for the Account, or upon the occurrence of certain events of or movements in Client's Account, in accordance with the Laws in relation to the Advice:

在與或為帳戶促成一交易後,或在帳戶發生某些情況或某些調動時,富盈可及若法例要求應按有關通知的法例將有關通知書(可以是以電子格式)送往富盈紀錄中客戶之一個或多個地址(電郵地址或其他)及/或其他一個或多個聯絡號碼:

- 7.1.1 Client agrees that it is its responsibility to ensure that it receives Advice in due time and to make enquiries with and obtain the same from GTSG immediately if not duly received;

客戶同意此乃其責任確保其在期限內收取通知書,如無恰當地收取,應立即查詢富盈並取回通知書;



- 7.1.2 any purported discrepancy between the contents of any Advice and Client's instructions must be notified to GTSG, orally or in writing in accordance with the notice provisions of this Agreement, within seven (7) days following the date of issue or re-issue of the Advice to Client; and
任何通知書與客戶指令之間存在任何聲稱的差異,客戶須在該通知書發出日或重新發出日起7日內,以口頭或書面按本協議之通知條文通知富盈;及
- 7.1.3 at the end of the period of seven (7) days, the contents of the Advice shall be conclusive evidence of the particulars set out therein without any further proof that the Advice and/or the transaction or event to which it relates are correct (subject to the right of GTSG, which may be exercised by it at any time and from time to time, to adjust any entries in the Account and/or details in the Advice where they have been wrongly or mistakenly made by it), except for:
上述7日後,該通知書的內容將被視為其所列明之詳情之終論性證據而無須以任何其他證據以證明該通知書及/或有關交易或其他相關事宜乃是正確的(但富盈可隨時及不時行使權利,修正帳戶上任何紀錄及/或該通知書內任何詳情若那些紀錄及/或詳情乃其不當或錯誤地作出的),除非出現以下情況:
- 7.1.3.1 any alleged errors notified by Client to GTSG in accordance with the notice provisions in this Agreement;
所聲稱之錯誤已由客戶根據本協議之通知條款,通知富盈;
- 7.1.3.2 any payments made on forged or unauthorised endorsement;
已就任何偽造或未經授權之背書支付款項;
- 7.1.3.3 any unauthorised transactions arising from forgery or fraud by any third party (including Client's employee, agent or servant) in relation to which GTSG has failed to exercise reasonable care and skill;
因富盈未能採取合理謹慎及技術,而令任何第三者(包括客戶的員工、代理或受僱人)可以偽造或欺詐手段造成之未獲授權交易;
- 7.1.3.4 any unauthorised transactions arising from forgery or fraud by any employee, agent or servant of GTSG; and/or
任何富盈員工、代理或受僱人以偽造或欺詐手段造成之未獲授權交易;及/或
- 7.1.3.5 any other unauthorised transaction arising from the default or gross negligence on the part of GTSG or any of its employees, agents or servants.
任何因富盈或任何富盈員工、代理或受僱人之違責及重大疏忽而導致之未獲授權交易。
- 7.1.4 GTSG shall not be responsible for failures or delays in the transmission of offers or instructions due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond the reasonable control or anticipation of GTSG.
富盈不會對因通訊設備故障或失竊或任何其他不在富盈合理控制或預期的原因而引起的要約傳輸失敗或延遲負責。

8. SETTLEMENT 結算

- 8.1 Client shall pay to GTSG in cleared funds any money required for the purchase of securities or shall deliver to GTSG the certificates or documents of title or procure the transfer of securities held in CCASS required for the sale of securities (as the case may be), in each case at any time demanded by GTSG (even if required to be paid and/or delivered earlier than the settlement date), and Client shall take all necessary action to enable due settlement and/or delivery in respect of such purchase and sale in accordance with the Laws. Should Client fail to do so, GTSG is authorised:
客戶須向富盈支付買入證券所需並可自由提取使用的款項,或向富盈交付沽出證券所需之所有權證明或文件,或促使沽出證券所需的在中央結算系統中的證券之轉讓(視情況而定),上述每一種情況均應在富盈於任何時間要求時作出(即使要求在交收日之前支付及/或交付亦然),且客戶應採取所有必需的行動,以便根據法例就該買入和沽出作出適當的結算及/或交付。倘客戶未能遵照上述規定,則富盈有權:
- 8.1.1 in the case of a purchase transaction, to transfer or sell any such purchased securities to satisfy Client's obligations to GTSG; or
倘若是一宗買入交易,轉讓或沽出任何該等買入之證券,以償還客戶對富盈之責任;或
- 8.1.2 in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy Client's obligations to GTSG.
倘若是一宗沽出交易,借入及/或購入該等沽出證券,以償還客戶對富盈之責任。
- 8.2 If GTSG has to obtain securities which GTSG has purchased on behalf of Client in the open market, following the failure of the selling broker to deliver on the settlement date, Client shall be responsible for any difference in prices and all incidental expenses in connection with such open market purchase.
倘若富盈因賣方經紀未能在交收日交付證券,導致富盈必須在公開市場代表客戶取得該證券,客戶應負責支付任何差價以及在公開市場上購買該證券所需之一切附帶開支。

9. SHORT SELLING 賣空

Except for any security interest of GTSG or any member of the Group, securities provided by Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client. Client confirms and undertakes that it will give GTSG information and/or assurances in relation to the ownership of the securities as GTSG may require before the selling order is placed. Client must notify GTSG when a sale order relates to securities which the Client does not own i.e. where it involves short selling (including where the Client has borrowed stock for the purposes of the sale). Client acknowledges and agrees that no short selling orders will be accepted by GTSG unless Client provides GTSG with such confirmation, documentary evidence and assurance as GTSG in its opinion considers necessary to show the Client has a presently exercisable and unconditional right to vest such securities in the purchaser before placing any short selling order. 除富盈或任何集團成員之抵押權益外,客戶提供之所有用作沽出及存入帳戶(或多個帳戶)之證券,須已全數繳足款項並具有效力及妥善之所有權,而該證券之法定及實益所有權皆為客戶所有。客戶必須確認及承諾在沽出指令發出之前,按富盈之要求給予富盈有關證券持有權之資料及/或保證。客戶必須通知富盈當其沽出指令涉及客戶沒有擁有的證券即涉及賣空情況(包括客戶為沽售而借來之證券)。客戶確認及同意富盈不會接受任何賣空指示,除非客戶向富盈提供富盈認為必要的確認、文件證據及保證證實客戶在賣空指令發出前,持有即時可行使而不附有條件的權利將有關證券授與買入者。

10. MARGIN TRADING 孖展買賣

Subject to the terms and conditions as set out in the First Schedule, GTSG may grant the Facility to the Client to conduct margin securities trading in respect of the Account.
按照附件一列明之條款,富盈可給予客戶融資以進行涉及帳戶之孖展證券交易。

11. INITIAL PUBLIC OFFERINGS 首次公開發售

Where the Client requests GTSG to apply on Client's behalf for securities in a new issue for listing on an Exchange, the Client hereby agrees to comply with the provisions contained in the Second Schedule.
客戶可以向富盈提出,要求代表客戶認購於交易所上市之新發行證券,並同意遵守附件二之條款。

12. FOREIGN CURRENCY TRANSACTIONS 外幣交易

In the event that Client directs GTSG to enter into any transaction on an Exchange or other market on which such transactions are effected in a foreign currency:
倘若客戶指示富盈在交易所或其他市場訂立交易,而該交易以外幣進行,則:

- 12.1 any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of Client;
所有因匯率波動而引起的損失及利益及風險皆全數由客戶承擔;
- 12.2 all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as GTSG may, at the sole discretion of GTSG, require from time to time; and
富盈擁有絕對酌情權,可以不時要求客戶以富盈要求之貨幣及款額存入作為保證金的所有首次及其後之款項;及
- 12.3 when such a contract is liquidated GTSG shall debit or credit the Account of Client in the currency in which such Account is denominated, at a rate of exchange determined conclusively by GTSG on the basis of the then prevailing money market rates of exchange between such currencies.
當有關合約被平倉結算,富盈應以帳戶指定之貨幣為單位,以當時貨幣市場就有關貨幣之兌換率作基準終論性地決定相關兌換率,並於客戶之帳戶內記入欠帳或進帳。
- 12.4 In the event that GTSG exercises any of its rights under this Agreement, including without limitation the combination or consolidation of the Accounts or the transfer of client money and such combination, consolidation or transfer or exercise of any other right requiring the conversion of one currency into another, the conversion shall be calculated at the spot rate of exchange (as conclusively determined by GTSG) prevailing in such foreign exchange market as determined by GTSG to be relevant on the date of such combination, consolidation, transfer or exercise of that right.



若富盈行使任何本協議權利，包括但不限於合併或綜合帳戶或轉移客戶款項，而當該合併、綜合、轉移或行使任何其他權利牽涉兌換貨幣時，該兌換應以該合併、綜合、轉移或行使該權利當日由富盈決定相關之外匯市場當時之現貨兌換率計算(該兌換率由富盈作最終決定)。

- 12.5 In the event that Client places an order for the sale or purchase of Renminbi-denominated securities, Client acknowledges and agrees that: 當客戶發出指示買賣以人民幣計值的證券時，客戶確認及同意：
- Renminbi is subject to capital controls and is not freely convertible, and therefore transactions involving Renminbi-denominated securities may involve substantial exchange risks;
人民幣受外匯管制及不可自由兌換，因此涉及以人民幣計值的證券之交易可能涉及重大外匯風險；
 - unless otherwise indicated by GTSG, transactions of Renminbi-denominated securities will be settled in Renminbi; and
除富盈另有表明外，以人民幣計值的證券之交易將以人民幣結算；
 - if GTSG is required to settle a transaction on behalf of Client by purchasing or selling Renminbi from or through the market, unless otherwise indicated by GTSG, the exchange rate will be based on prevailing market rate or such rate as quoted by a licensed bank in HK.
如富盈為客戶進行交易結算而需於市場買賣人民幣，除富盈另有表明外，匯率將以現行市場匯率或於香港之持牌銀行所報價為根據。

13. SECURITIES IN THE ACCOUNT(S) 帳戶證券

- 13.1 Client specifically authorises GTSG, in respect of any of the securities (whether in HK or elsewhere) deposited by Client with GTSG or purchased or acquired by GTSG on behalf of Client, and held by GTSG for safe keeping, to register the same in the name of GTSG, any member of the Group or any nominee appointed or agreed by GTSG (whether such nominee is a person in HK or elsewhere) or in Client's name, or deposit in a segregated account which is designated as a trust account or client account and established and maintained in HK by GTSG or any member of the Group with an authorised financial institution, an approved custodian or another intermediary licensed for dealing in securities (in this Clause 13 referred to as "Segregated Account for Securities") or deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Regulatory Rules.

客戶特此授權予富盈就客戶存於富盈之任何證券，或由富盈代表客戶買入或收購之任何證券，還有富盈代為安全保管而持有之任何證券(不論該證券乃於香港或其他地方)，皆可以富盈、任何集團成員或富盈指定或同意的任何代名人(不論該代名人是在香港還是在其他地方的人士)或客戶名義登記該等證券，或將該等證券存入一個由富盈或任何集團成員開立及維持的獨立帳戶內而該獨立帳戶乃指定為信託帳戶或客戶帳戶並設於香港一認可財務機構、核准保管人或其他獲發牌提供證券交易之中介人(於此第13條稱為"獨立證券帳戶")或將該等證券存於任何海外保管人或海外結算公司但須遵守適用的監管規則。

- 13.2 Client specifically authorises GTSG, in respect of any of the securities collateral (whether in HK or elsewhere) deposited with, or otherwise provided by or on behalf of Client to GTSG, to:

客戶特此授權予富盈就任何由或代客戶存放或提供之證券抵押品(不論於香港或其他地方)：

13.2.1 deposit in a Segregated Account for Securities;

將該等證券抵押品存入獨立證券帳戶；

13.2.2 deposit in an account in the name of GTSG or any member of the Group (as the case may be) with an authorised financial institution, an approved custodian or another intermediary licensed for dealing in securities;

存入於一認可財務機構、核准保管人或其他獲發牌提供證券交易中介人並以富盈或任何集團成員之名義(視情況而定)開立之帳戶內；

13.2.3 register in the name of Client on whose behalf the securities collateral has been received, GTSG or any member of the Group or any nominee appointed or agreed by GTSG (whether such nominee is a person in HK or elsewhere); Or

以代其收受證券抵押品的客戶、富盈或任何集團成員或富盈指定或同意的任何代名人(不論該代名人是在香港還是在其他地方的人士)之名義登記；或

13.2.4 deposit with any overseas custodian or overseas clearing house subject to compliance with applicable Regulatory Rules.

存於任何海外保管人或海外結算公司但須遵守適用的監管規則。

- 13.3 Any securities and securities collateral (whether in HK or elsewhere) held by GTSG, any member of the Group, banker, institution, custodian, nominee, intermediary or any other person pursuant to this Clause 13 shall be at the sole risk of Client. GTSG, any member of the Group and the relevant associated entity, banker, institution, custodian, nominee, intermediary and person shall be under no obligation to insure Client against any kind of risk, which obligation shall be the sole responsibility of Client.

富盈或任何集團成員、銀行、機構、保管人、代名人、中介人或任何其他人士依據本第13條持有之任何證券及證券抵押品(不論在香港或在其他地方)，均由客人自行承擔風險。富盈、任何集團成員及相關之聯繫實體、銀行、機構、保管人、代名人、中介人及人士並無責任為客戶之風險投保，該投保責任乃由客戶完全負責。

- 13.4 If in relation to any securities deposited with GTSG or any member of the Group or any other person pursuant to this Clause 13 but which are not registered in Client's name, any dividends or other distributions or benefits accrue in respect of such securities, the Account(s) shall be credited (or payment made to Client as may be agreed) with the proportion of such dividends, distributions or benefits equal to the proportion of the securities held on behalf of Client out of the total number or amount of such securities. In the event that the odd lot of such securities is not eligible for any such dividends, distributions or benefits, the odd lot held on behalf of Client will not be taken into account in the apportionment. Subject to applicable Laws and Regulatory Rules, GTSG may retain, or otherwise dispose of, for its own account and benefit, any fractional shares entitlements to which Client may be entitled, and entitlements (in any form whatsoever) arising from any odd lot held on behalf of Client or from the aggregation of odd lots held on behalf of the clients of GTSG (including Client). The foregoing shall not limit or prejudice, in any way, GTSG's rights to reject Client's instructions under Clause 5 including, without limitation its right to reject Client's instructions in relation to the sale or purchase of any odd lot of any securities. 凡按本第13條存於富盈或任何集團成員或任何其他人士但並非以客戶之名義登記的任何證券，一旦該等證券分派股息或其他分配或利益分發，帳戶(或多個帳戶)將被記入進帳(若客戶同意可另行收受)，該股息、分配或利益之分配比例將等如該等證券之總數或總額中代客戶持有之證券部份。若該等證券的碎股並不符合資格獲得任何該等股息、分派或利益，則代客戶持有的碎股將不獲攤分該等股息、分派或利益。在受制於適用的法例及監管規則下，富盈可為其本身及其利益，保留或以其他方式處置客戶可能享有的任何碎股權益，以及因任何代客戶持有的碎股或合併代其客戶們(包括客戶)持有的碎股而獲得的權益(不論屬任何形式)。前述將不會以任何方式限制或損害富盈於第5條下的權利可拒絕客戶之指令包括但不限於其權利可拒絕就賣或買任何證券的任何碎股客戶之指令。

- 13.5 If in relation to any securities deposited with GTSG or any member of the Group or any other person pursuant to this Clause 13 but which are not registered in the name of Client, and loss is suffered by GTSG or any member of the Group, the Account(s) may be debited (or payment made by Client as may be agreed) with the proportion of such loss equal to the proportion of the securities held on behalf of Client out of the total number or amount of such securities.

凡按本第13條存於富盈或任何集團成員或任何其他人士但並非以客戶之名義登記的任何證券，一旦富盈或任何集團成員遭受損失，帳戶(或多個帳戶)將會被記入虧損(若客戶同意可另行支付)，該損失支付比例將等如該等證券之總數或總額中代客戶持有之證券部份。

- 13.6 Except as provided in this Agreement or otherwise allowed under the Laws, GTSG shall not, without Client's oral or written direction or standing authority, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of Client's securities or securities collateral for any purpose.

除非本協議另有所指或法例容許，否則富盈不應在沒有客戶口頭或書面指示或常設授權下，存入、轉移、借貸、質押、再質押或以任何方式處理任何客戶證券或證券抵押品不論任何目的亦然。

- 13.7 GTSG is authorised, in accordance with applicable Laws or pursuant to a lawfully agreed standing authority, to dispose of any of Client's securities or securities collateral (and GTSG shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of Client to GTSG.

為抵銷任何客戶或代客戶欠下富盈之負債，富盈獲授權(依據適用法例或一合法協定之常設授權)處置客戶任何證券或證券抵押品(富盈有絕對酌情權決定處置哪些證券或證券抵押品)。

- 13.8 The obligations of GTSG (or any other person permitted under this Agreement) to deliver, to hold or to register in Client's name or in the name of Client's nominee, any of Client's securities or securities collateral shall be satisfied by the delivery, the holding or registration in Client's name or Client's nominee of securities of the same class, denomination and nominal amount as, and rank pari passu with, those originally deposited with or transferred to GTSG or any other person permitted under this Agreement or otherwise agreed by Client or acquired by GTSG on Client's behalf ("Original Securities") (subject always to any capital reorganisation which may have occurred in the meantime) and GTSG (or any other person permitted under this Agreement) shall not be bound to deliver or return securities which are identical with the Original Securities in terms of number, class, denomination, nominal amount and rights attached thereto.



就任何客戶之證券或證券抵押品,富盈(或本協議允許的任何其他人士)交付、持有或以客戶或客戶代名人的名義登記的責任將以交付、持有,以客戶或客戶代名人的名義登記等級、面值及面額及權益相等於原先存放於富盈或轉移至富盈或本協議允許或客戶同意的任何其他人士或富盈代客戶認購之證券(“原先之證券”)(但受制於任何其時已發生的資本重組)作為履行該責任,而就數目、等級、面值、面額及附帶權益而言,富盈(或本協議允許的任何其他人士)並無責任交付或交回相同於原先之證券。

- 13.9 Where any securities are held in GTSG's name, the name of any member of the Group or the name of any nominee appointed or agreed by GTSG in accordance with this Clause 13, GTSG or such member of the Group will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of Client. Nothing in this Agreement shall in any way impose on GTSG or any member of the Group any duty to inform Client or to take any action with regards the attendance of meetings and to vote at such meetings. GTSG or any member of the Group has no duty in respect of notices, communications, proxies and other documents, relating to the securities received by GTSG or any member of the Group or to send such documents or to give any notice of the receipt of such documents to Client. GTSG and/or any member of the Group has/have the right to charge Client for its/their respective services in taking or arranging custody of Client's securities or any action pursuant to Client's instruction.

凡任何以富盈或任何集團成員,或富盈指定或同意之任何代名人(按照本第 13 條)名義持有之證券,除非客戶另有書面指令,富盈或該集團成員一概不會出席任何會議,行使任何投票或其他權利,包括填妥委託書。本協議內無訂明富盈或任何集團成員有責任通知客戶出席會議及於會議中投票。就富盈或任何集團成員接收之證券,富盈或任何集團成員須負責有關該等證券之任何通知、訊息、委託書及其他文件,亦不會傳達該等文件或發出任何有關已收取該等文件之通知予客戶。富盈及/或任何集團成員有權因提供或安排保管客戶證券或按客戶指示行動之服務,而向客戶收取費用。

- 13.10 For the avoidance of doubt, GTSG, any member of the Group or any nominee appointed or agreed by GTSG (whether such nominee is a person in HK or elsewhere) may hold any securities for Client in a place outside HK, subject to compliance with applicable Regulatory Rules.

為免存疑,富盈、任何集團成員或富盈指定或同意的任何代名人(不論該代名人是在香港還是在其他地方的人士)在遵從適用的監管規則的情況下,可替客戶在香港以外地方保有證券。

- 13.11 Without prejudice and in addition to other rights and remedies of GTSG and other members of the Group, GTSG may, at any time and from time to time, dispose, or initiate a disposal by any relevant member of the Group, of any of the Client's securities (whether in HK or elsewhere) or securities collateral (whether in HK or elsewhere) in settlement of any liability owed by or on behalf of Client to GTSG, such relevant member of the Group or a third person. GTSG and such relevant member of the Group (if applicable) are authorised to do all things as necessary in connection with any such disposal without any liability for any resulting or associated loss or expense. Without prejudice to the foregoing, Client shall not make any claim against GTSG and/or such relevant member of the Group (if applicable) concerning the manner or timing of such disposal.

在不損害及附加於富盈及其他集團成員的其他權利及補償權下,富盈可隨時及不時處置(或促使任何相關集團成員處置)任何客戶的證券(不論在香港或其他地方)或證券抵押品(不論在香港或其他地方),以解除由或代客戶對富盈、該相關集團成員或第三者所負的責任。富盈及該相關集團成員(若適用)獲授權就任何該處置作出一切必要事項而毋須就相應或連帶的虧損或費用承擔責任。在不損害上文之情況下,客戶不得就該處置之方式或時間向富盈及/或該相關集團成員(若適用)提出任何索償。

14. MONIES IN THE ACCOUNT(S) 帳戶款項

Subject to compliance with applicable Regulatory Rules, GTSG shall be entitled to deposit or transfer any monies held in the Account(s) or received for or on the account of Client with or to or interchangeably between one or more segregated account(s) opened and maintained by GTSG or any member of the Group in HK or elsewhere each of which shall be designated as a trust account or client account, at one or more authorised financial institution(s) and/or any other person(s) approved by the SFC for the purposes of section 4 of the Securities and Futures (Client Money) Rules (Cap. 571I of Laws of HK) and/or any other person(s) overseas subject to compliance with applicable Regulatory Rules. Unless otherwise agreed between Client and GTSG and, any interest accrued on such monies shall belong to GTSG absolutely.

受遵守適用的監管規則所限,富盈有權把在帳戶(或多個帳戶)內持有或代客戶接收之任何款項存放或轉移至由富盈或任何其他集團成員所設於香港或其他地方之一或多個獨立帳戶內或於該等帳戶間互相轉移,而該/該等每一個獨立帳戶須指定為信託帳戶或客戶帳戶,並在一所或多所認可財務機構及/或證監會以<證券及期貨(客戶款項)規則>(香港法例第 571I 章)第 4 條為目的而批准的其他一個或多個人士及/或任何其他一個或多個海外人士(但必須遵從適用的監管規則)處開立。在客戶與富盈均同意,所有上述款項之利息將歸富盈所有。

15. COMMISSIONS, FEES AND CHARGES, LIENS, SET-OFF AND CONSOLIDATION 佣金、收費及費用、留置權、抵銷與合併

- 15.1 In respect of every transaction or Account, Client shall pay to GTSG forthwith on demand the applicable interest, levy, charge, premium, brokerage, commission, fee (including, without limitation, dormant/inactive account fee), cost and expense for the Account under this Agreement as advised to Client from time to time. The most up to date information and notice about interest, levy, charge, premium, brokerage, commission, fee, cost and expense in connection with the purchasing, investing in, selling, exchanging or otherwise dealing in any securities in the Account can be found on the website of GTSG. Subject to applicable Laws, GTSG may, at any time and from time to time, in its absolute discretion, change any commission, fee and/or charge by notice to Client. Client acknowledges that he/she is expected to check the website of GTSG or request updated information from GTSG from time to time before dealing in any securities and Client agrees that any information or notice posted on the website of GTSG from time to time shall be binding on Client and be sufficient advice for all purposes and intents. Subject to applicable Laws, the new commission, fee and/or charge shall be applicable on the effective date specified in such notice, whether the specified effective date is before or after the date of such notice.

就每項交易或每個帳戶而言,客戶須在被要求時立即向富盈繳付,富盈不時通知客戶於本協議項下所示,帳戶之適用利息、徵費、費用、溢價、經紀費、佣金、收費(包括但不限於靜止/不活動帳戶費用)、支出及開支。在富盈的網頁上可以找到關於購買、投資、出售、交換或以其他方式買賣賬戶中的任何證券的有關利息、徵費、費用、溢價、經紀費、佣金、收費、支出及開支的最新資料或通知。受制於適用法例下,富盈可隨時及不時以其絕對酌情權更改任何佣金、收費及/或費用並通知客戶。當進行任何證券交易之前,客戶可隨時查閱富盈的網頁,客戶亦同意,在富盈網頁上不時發布的所有通知均對客戶具有其法律約束力且無論任何目的及意圖均構成足夠的通知。客戶同意富盈在法例許可的程度上,於富盈網站不時張貼的該等通知,在所有用意和目的上,將為足夠通知。受制於適用法例下,新的佣金、收費及/或費用於該通知指定的生效日期起適用,不論指定生效日期乃該通知日期之前或之後。

- 15.2 Client shall pay or reimburse GTSG forthwith on demand an amount equal to all commissions, brokerages, levies, fees, duties and taxes and all other charges and expenses incurred by GTSG arising out of or in connection with any transaction effected by GTSG as agent on behalf of Client or otherwise arising out of or in connection with the performance of the duties of GTSG under this Agreement. For the collective investment account, Client understands that front-end fee (partly/fully as commission payable to GTSG) is charged up to a maximum percentage of the investment amount stated on the prospectus or explanatory memorandum of the relevant fund. Certain funds may charge redemption fee, switch fee and/or annual management fee, all or part of which may be payable to GTSG by the relevant fund management company or its associated company. Detailed information of such fees can be found in the prospectus or explanatory memorandum of the relevant fund. In any event, the fees receivable by GTSG will not exceed the maximum amount of such fees as set out in the prospectus or explanatory memorandum of the relevant fund. All or part of the fees received by GTSG will be paid to the investment consultant serving Client's account as his/her commission.

客戶在被要求時要立即向富盈繳付或付還相當於富盈因或關於其作為客戶代理人交易證券或富盈在履行其在本協議下的職責而令富盈招致的所有佣金、經紀費、徵費、收費、稅項及稅款及所有其他費用和開支。有關集合投資帳戶,客戶理解,首次認購費(部份/全部應付予富盈的佣金)的收取可達有關基金的招股說明書或解釋備忘錄所載的投資額的最大百分比。某些基金可能收取贖回費用、轉換費用及/或年度管理費,這些可能全部或部份由相關基金管理公司或其關聯公司向富盈支付。該等費用詳情請見有關基金的招股說明書或解釋備忘錄。在任何情況下,富盈應收費用將不會超過有關基金的招股說明書或解釋備忘錄所載的該等費用的最大金額。富盈應收的費用將全部或部份用於支付服務客戶帳戶的投資顧問,以作他/她的佣金。

- 15.3 Without prejudice to other provisions of this Clause 15, GTSG may deduct any amount contemplated in Clauses 15.1 and 15.2 above from the Account.

在不影響本 15 條款的其他條文之情況下,富盈可以從帳戶中扣除上述第 15.1 及 15.2 條所預期之任何金額。

- 15.4 Client shall be responsible to GTSG for all losses and expenses resulting from Client's settlement failure, and shall be subject to such additional charges and interest therefor as GTSG may determine.

對於因為客戶未能履行交收責任而引起之所有損失及開支,客戶須向富盈承擔責任,並須繳付富盈所定之額外費用及利息。

- 15.5 Subject to applicable the Laws, without limitation to and in addition to other rights and remedies of GTSG and other members of the Group, Client agrees that:

在遵守適用法例之前提下,以及在不限制並附加於富盈及其他集團成員的任何其他權利及補償權之情況下,客戶同意:

- 15.5.1 Without prejudice to any other provisions in this Agreement, GTSG and the Group shall have a general lien over all or any part of any money or securities held by GTSG or any member(s) of the Group for the discharge of Client's obligations to GTSG, any member of the Group or a third person;

在不影響本協議的任何其他條款之情況下,富盈及集團對富盈或一個或多個集團成員持有的全部或任何部份款項或證券擁有一般留置權,以履行客戶對富盈,任何集團成員或第三者之責任;



- 15.5.2 GTSG may at any time and from time to time without prior notice combine or consolidate all or any of Client's accounts with, and/ or apply Client's securities and/or other properties in or towards satisfaction of, any liabilities to GTSG and/or other members of the Group;
富盈可隨時及不時將客戶所有或任何帳戶與客戶欠富盈及/或其他集團成員的任何債項進行合併或綜合，及/或將客戶的證券及/或其他財產用於清償拖欠富盈及/或其他集團成員的任何負債，而毋須發出事先通知；
- 15.5.3 GTSG may at any time and from time to time without prior notice set-off or transfer any sum in whatever currency standing to the credit of any of Client's accounts with GTSG or other members of the Group in or towards satisfaction of any of Client's 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 GTSG and/or other members of the Group.
富盈可隨時及不時並無須事先通知抵銷或轉移客戶存放於其在富盈或其他集團成員處的任何帳戶內不論何種貨幣的任何款項，以清償客戶對富盈及/或其他集團成員的不論任何性質之任何負債(包括以當事人或擔保人身份招致之債務及不論此等債務為實際或或有、主要或附屬、各別或聯合)。
- 15.6 GTSG may: 富盈可以：
- 15.6.1 without further disclosure to Client, receive, accept and retain for GTSG's own account(s) and benefit absolutely from any broker or underwriter or issuer or any other third parties (who may or may not act as an agent of Client in any respect), any profit, rebate, reallowance, brokerage, commission, fee, benefit, profit, discount and/or other advantage arising out of or in connection with the provision of services to or handling of transactions for Client. Client agrees that the consent given hereunder shall constitute a permission or lawful authority for the purpose of Section 9 of the Prevention of Bribery Ordinance (Cap. 201 of the Laws of HK); and
在沒有進一步向客戶披露的情況下，接收、接受和保留任何來自經紀或承銷商或發行人或任何其他第三方(其可以或可以不在任何方面作為客戶的代理)因向客戶提供服務或處理交易所產生或有關的任何利潤、回扣、補貼、經紀佣金、佣金、費用、利益、利潤、折扣及/或其他利益。客戶同意本協議項下的同意應構成~~防止賄賂條例~~(香港法例第 201 章)第 9 條所指的許可或合法權限；
- 15.6.2 without further disclosure to Client, pay to any broker or underwriter or issuer or any other third parties (who may or may not act as an agent of Client in any respect), any profit, rebate, reallowance, brokerage, commission, fee, benefit, profit, discount and/or other advantage arising out of or in connection with the provision of services to or handling or transactions for Client. Client agrees that the consent given hereunder shall constitute a permission or lawful authority for the purpose of Section 9 of the Prevention of Bribery Ordinance (Cap. 201 of the Laws of HK).
在沒有進一步向客戶披露下，支付任何經紀或承銷商或發行人或任何其他第三方(他/她可以或可以不在任何方面作為客戶的代理)任何為客戶提供服務或處理交易所產生或有關的利潤、回扣、補貼、經紀佣金、費用、利益、利潤、折扣及/或其他利益。客戶同意本協議項下的同意應構成~~防止賄賂條例~~(香港法例第 201 章)第 9 條所指的許可或合法權限。
- 15.7 Without prejudice to and in addition to other rights and remedies of GTSG and other members of the Group, GTSG shall be entitled but not be obliged (and is hereby authorised by Client), at its discretion and without notice to Client, to dispose of Client's securities and/or other properties for the purpose of settling any liability owed by Client to GTSG for or in connection with:
在不損害並附加於富盈及其他集團成員的其他權利及補償權之情況下，富盈有權但無責任(並於此獲客戶授權)可以酌情決定處置客戶的證券及/或其他財產(而不必通知客戶)，以便清還客戶因或關於下述原因而拖欠富盈之債務：
- 15.7.1 dealing in securities which remains after GTSG has disposed of all other assets designated as collateral for securing settlement of that liability,
進行證券買賣引起之債務，而該債務在富盈已經處置了指定作為保證清償該債務之抵押品的所有其他資產後仍然存在；
- 15.7.2 financial accommodation provided by GTSG to Client which remains after GTSG has disposed of all other assets designated as collateral for securing settlement of that liability; or
富盈向客戶提供財務通融引起之債務，而該債務在富盈處置了指定作為保證清償該債務之抵押品的所有其他資產後仍然存在；或
- 15.7.3 maintaining the Account(s) which has/have been designated by GTSG as inactive or dormant account(s).
維持帳戶(一個或多個)而其(等)已被富盈指明為非活躍或不活動帳戶。
- 15.8 Subject to applicable Laws and without prejudice to and in addition to any general lien and other rights and remedies entitled by GTSG and/ or other member(s) of the Group, at any time when Client is indebted to GTSG or any member of the Group in any respect, GTSG or any member of the Group shall be entitled but not be obliged (and Client irrevocably and unconditionally authorises GTSG or any member of the Group), at its discretion and without prior notice to Client, at any time and from time to time:
受制於適用法例下，以及在無損害及附加於富盈及/或其他一個或多個集團成員享有之任何一般留置權及其他權利及補償權之情況下，當客戶在任何時候，在任何方面對富盈或任何集團成員欠有債務，富盈或任何集團有權但無責任(及客戶現不可撤回及無條件地授權富盈或任何集團成員)可以酌情決定並無須事先通知客戶下隨時及不時：
- 15.8.1 to combine or consolidate all or any of Client's existing accounts with GTSG or any member of the Group regardless of whether notice is required and the nature of the account (i.e. whether deposit, loan or any other nature); and
合併或綜合客戶在富盈或任何集團成員所開立的一切或任何現有之帳戶，不論是否需要通知及不管帳戶之性質(即不論是存款、借貸或其他性質)；及
- 15.8.2 to set-off or transfer any sum standing to the credit of any one or more of such accounts wherever they are situated, in order to satisfy Client's liabilities to GTSG and/or any member of the Group on any other account or other respect whatsoever.
抵銷或轉移設於任何地方的任何一個或多個該等帳戶內之存款，以清償客戶於其他帳戶或其他方面對富盈及/或任何集團成員之欠債。
- 15.9 GTSG and any member of the Group are authorised to do the above without notice and notwithstanding any settlement of account or other matter whatsoever. The liabilities referred to above include present or future, actual or contingent, primary or collateral, and several or joint. In addition, GTSG shall have the right to sell such securities, investments and property and utilise the proceeds to offset and discharge all the obligations of Client without any prior notice to Client, whether as principal or as surety, to GTSG and/or any member of the Group regardless of:
富盈及任何集團成員被授權可以在沒有通知之情況下執行以上行動，不論帳戶有任何償付亦不受其他事件影響。上述之債務包括現有或將來的、實際的或是或有的、基本或附帶的以及各別的或聯合的。除此之外，富盈有權沽售該等證券、投資及財產，並以所得款項抵銷及清償客戶所有對富盈及/或任何集團成員不論是作為當事人或擔保人的債務，並毋須向客戶提出事先通知，亦不論：
- 15.9.1 whether any other person is interested in, or whether GTSG has made advances in connection with, such securities, investments or property; and
該等證券、投資或財產是否有任何其他人士之權益，或富盈是否已貸出款項；及
- 15.9.2 the number of accounts Client may carry with GTSG or any member of the Group.
客戶在富盈或任何集團成員開立帳戶之數目。富盈獲授權該沽售作出一切必要事項而毋須就相應虧損承擔責任。在不損害上文之情況下，客戶不得就該沽售之方式或時間向富盈提出任何索償。
- 15.10 Client agrees to pay interest on all overdue balances owing by Client to GTSG and/or the relevant member(s) of the Group (after as well as before any judgment), at such rate(s) from day to day as GTSG and/or the relevant member(s) of the Group shall in its/their absolute discretion determine with reference to the prevailing market rate(s) from the date(s) of default up to the date(s) of actual payment, such interest to be payable on the last day of each calendar month or such other date(s) as determined by GTSG and/or the relevant member(s) of the Group or forthwith upon any demand being made by GTSG and/or the relevant member(s) of the Group. The aforesaid interest rate may be changed by GTSG and/or the relevant member(s) of the Group in its/their absolute discretion, at any time and from time to time and without notice to and without consent from Client or any third party. If any interest rate calculated under this clause would exceed the maximum lawful rate under the Money Lenders Ordinance (Cap. 163 of Laws of HK), then the maximum lawful interest rate under that Ordinance shall be applied instead. Client agrees that GTSG shall be entitled (but not obliged), at any time and from time to time, without prior notice, to debit any Account with GTSG and/or any other account(s) of Client with other member(s) of the Group with any interest due and payable by Client in accordance with this Clause 15.10 and Client undertakes to, immediately upon demand by GTSG, do such act(s) and/or execute such document(s) as may be required by GTSG at any time and from time to time in order to give full effect to each such debit.
客戶同意繳付所有拖欠富盈及/或相關一個或多個集團成員之逾期未付款項所引起之利息(任何判決之前及之後均應付)，利率(一個或多個)由富盈及/或相關一個或多個集團成員按其/其等絕對酌情權並參考現行市場利率(一個或多個)所決定而計算並逐日累算由欠繳日(一個或多個)起計直至實際付款日(一個或多個)止。該利息須在每一個公曆月之最後一日，或其他由富盈及/或相關一個或多個集團成員決定之日，或在富盈及/或相關一個或多個集團成員之要求下立即繳付。富盈及/或相關一個或多個集團成員可按其/其等絕對酌情權隨時及不時改變上述利率及無須通知客戶或任何其他第三方亦無須獲得其等之同意下改變上述一個或多個利率。倘若在本條款下計算之任何息率高於放債人條例(香港法例第 163 章)之法定最高息率，則以該條例下之法定最高息率計算。富盈可(及現獲授權)不時並無須事先通知從富盈處開立之任何帳戶及/或



客戶在其他一個或多個集團成員處的任何一個或多個帳戶內扣除客戶按本 15.10 條款應付之任何利息及客戶承諾應富盈之要求立即作出及/或簽署富盈可能隨時及不時要求之行動及/或文件,以使每一項該等扣除全面生效。

16. DEFAULT 違約事項

16.1 GTSG shall be entitled to exercise their powers under Clause 16.2 upon or at any time after the occurrence of any of the following Events of Default:

富盈有權在以下任何一項違約事項發生之際或其後之任何時候,行使在第 16.2 條下之權力:

16.1.1 **Non-payment:** Client defaults in paying, further securing or satisfying on demand any monies or liabilities under this Agreement or any agreement between Client and any member of the Group;

欠繳: 客戶未償付,或未能在被要求後馬上進一步擔保或清償於本協議下,或於客戶與任何集團成員間之任何協議下,所欠付之金錢或債務;

16.1.2 **Breach of representation:** any statement, representation, warranty or undertaking made, repeated or deemed to have been repeated by Client in this Agreement or in any notice or other document delivered to GTSG or any member of the Group in connection with this Agreement that is or proves to have been incorrect or misleading when made, repeated or deemed to have been repeated;

違反陳述、聲明: 任何客戶在本協議或送達富盈或任何集團成員並有關本協議之任何通知或其他文件內,作出、重申或被視為重申之任何陳述、聲明、保證或承諾,在作出、重申或被視為重申時,該陳述、聲明、保證或承諾是不正確或具誤導性,或被證實作出、重申或被視為重申時,該陳述、聲明、保證或承諾已是不正確或已具誤導性;

16.1.3 **Breach of other obligations:** Client fails to perform or comply with any of its other obligations under this Agreement or any agreement between Client and any member of the Group and, if that failure is capable of remedy, does not remedy such failure to the satisfaction of GTSG immediately following receipt of notice from GTSG or any member of the Group requiring it to do so;

違反其他責任: 客戶未能履行或遵從本協議或客戶與任何集團成員間之協議下其任何其他責任及若該違反行為乃可補救的,但客戶未能在收到富盈或任何集團成員要求補救之通知後立即作出補救並達至令富盈滿意;

16.1.4 **Winding-up, etc.:** where Client is a corporation:

清盤等: 倘若客戶乃一法團:

16.1.4.1 a petition is presented or an order is made or any effective resolution is passed or analogous proceedings are taken for the winding up of Client save for the purposes of an amalgamation, merger or reconstruction the terms whereof have previously been approved in writing by GTSG; or

針對客戶提出清盤呈請、發出清盤令、通過任何有效力的清盤決議或者採取類似程序,惟合乎富盈事前書面同意條件之兼併、合併或重組除外;或

16.1.4.2 Client convenes a meeting for the purpose of making, or proposes and/or enters into, any arrangement or composition for the benefit of its creditors; or

客戶召集會議,該會議目的是為客戶的債權人利益而作出任何債務重整協議或償還安排,或客戶提出及/或訂立任何為客戶的債權人利益的債務重整協議或償還安排;或

16.1.4.3 an encumbrancer takes possession or a Receiver or other similar officer is appointed of the whole or any part of the assets or the undertaking of Client, or a distress or execution is levied or enforced upon or sued out against any of the chattels or property of Client and is not discharged within thirty (30) days of being levied; or

就客戶全部或任何部份之財產或業務,一產權負擔人取得管有權,或一財產接管人或其他類似人員被委任,或客戶的任何動產或財產被查封、執行判決或強制執行,而在被扣押的 30 日內,上述之查封、執行判決或強制執行未獲撤銷;或

16.1.4.4 Client, without the consent in writing of GTSG, stops payment to creditors generally or (if applicable) Client (otherwise than for the purpose of such an amalgamation, merger or reconstruction as is referred to in Clause 16.1.4.1 above) ceases or threatens to cease to carry on its business or any substantial part thereof or be deemed, for the purposes of Section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of HK), to be unable to pay its debts or disposes or threatens to dispose of the whole or a substantial part of its undertaking or assets;

未經富盈書面同意,客戶停止向債權人支付款項或者(如適用)客戶(或以上第 16.1.4.1 條所述之兼併、合併或重組為目的者除外)停止或威脅要停止其業務或其任何實質部份,或根據公司(清盤及雜項條文)條例第 178 條(香港法例第 32 章)被視為無法償還債務,或者處置或威脅要處置其業務或資產之全部或實質部份;

16.1.5 **Bankruptcy, etc.:** Bankruptcy proceedings are commenced in respect of Client where Client is an individual, or a bankruptcy order is made against Client or Client makes any composition or arrangement with Client's creditors, dies, becomes of unsound mind and/ or insane;

破產等: 就客戶乃自然人而言,針對其破產程序啟動,或對客戶發出破產令,或客戶與其債權人達成任何債務重組協議或安排,或者客戶經已死亡、精神不健全及/或精神錯亂;

16.1.6 **Material adverse change in Client's financial condition, etc.:** there occurs a material adverse change in Client's business, assets or financial condition which would, in the opinion of GTSG, prevent or hinder or tend to prevent or hinder Client from performing in any material respect its obligations;

客戶財政狀況出現重大不利的改變等: 客戶的業務、資產或財政狀況出現重大不利的改變,而富盈認為有關改變將重大地阻止或妨礙或有可能阻止或妨礙客戶履行其責任;

16.1.7 **Judgment or court order:** where Client is a partnership or a sole proprietorship, any of its partners or the sole proprietor shall have any judgment or order of Court made or any execution levied against his goods chattels or property, dies, becomes of unsound mind and/or insane;

判決或法庭命令: 當客戶乃合夥經營商號或獨資商號,就任何其合夥人或獨資經營者的貨物、動產或財產,法庭作出判決或頒令,或對該等貨物、動產或財產進行強制執行,或者任何合夥人或獨資經營者經已死亡、精神不健全及/或精神錯亂;

16.1.8 **Incompetence, etc.:** where the Client is an individual, a sole proprietor or a partnership, a judicial declaration of incompetence or mental incapacity is made in respect of the Client or any of the partners, or the Client or any of the partners dies;

不勝任等: 當客戶乃個人、獨資經營者或合夥商號,而客戶或任何合夥人在法律上已被宣佈為不勝任或精神無行為能力,或者客戶或任何合夥人經已死亡;

16.1.9 **Unlawfulness:** where GTSG in its sole opinion believes there may be a basis for suspicion that the Client has engaged or may be engaging in any market malpractice or any other activity which is prohibited by any Laws or Regulatory Rules or applicable terms and conditions of whatsoever nature; or it shall become unlawful for the Client to maintain the Account or to perform any of the Client's obligations under this Agreement; or any authorisation, consent, approval or licence necessary for the Client to continue the Account or to perform any of its obligation under this Agreement is withdrawn, restricted, revoked or otherwise ceases to be in full force and effect;

不合法: 當富盈僅按其看法相信有根據懷疑客戶已或可能參與市場不當行為或任何法例、監管規則或任何適用條款及條件所禁止的任何其他活動;或客戶維持帳戶或履行本協議責任成為非法行為;或客戶維持帳戶或履行本協議責任所需之任何授權、同意、批准或許可被撤回、限制、撤銷或不再具有十足效力及作用;

16.1.10 **Fraud, etc.:** Client is convicted of an offence involving fraud, deception or dishonesty or any other serious criminal offence (other than a road traffic offence where a non-custodial sentence is imposed);

欺詐等: 客戶被裁定有欺詐、欺騙或不誠實等罪行或任何其他嚴重刑事罪行(違反交通規則而毋須判處監禁的情況除外);

16.1.11 **Regulatory requirements:** in the discretion of GTSG, the exercise by GTSG of any powers conferred by Clause 16.2 is necessary for compliance with any Regulatory Rules;

規管要求: 由富盈酌情權判斷,富盈執行第 16.2 條所賦予之權力對於遵守任何監管規則實屬必須;

16.1.12 **Suspension of the Account:** the Account or the trading of any securities or instruments in the Account is for whatsoever reason suspended;

凍結帳戶: 帳戶或者帳戶內任何證券或金融工具之交易無論任何原因而被暫時中止;

16.1.13 **Illiquidity:** in the absolute opinion of GTSG, there occurs market conditions (for example, illiquidity) or actions that may make it difficult or impossible to effect the relevant transactions or liquidate or offset the relevant positions; and

流通性不足: 富盈以其絕對酌情權認為,市場情況(例如流通性不足)或者其行動令其難以或無法執行相關交易,或平倉或抵銷相關倉盤;及

16.1.14 **Others:** in the sole discretion of GTSG, when it regards it to be otherwise necessary or appropriate e.g. due to margin requirements or otherwise.

其他情況: 當富盈以其獨有酌情權認為其他必須或合適之情況,例如由於保證金要求或其他要求。

16.2 Upon or at any time after the occurrence of any of the Event of Default, all amounts owing by the Client to GTSG shall become immediately payable on demand and GTSG, without notice to the Client, may do any of the following in its discretion:-



當發生違約事項之際或其後任何時候,客戶所有未繳付富盈之總額,必須在要求下立即償付;並富盈可在沒有給予客戶任何通知之情況下,酌情採取以下任何行動:

- 16.2.1 terminate all or any part of this Agreement and close the Account, or otherwise suspend operation of the Account;
終止本協議及結束帳戶或暫停運作帳戶;
- 16.2.2 immediately require Client to repay or discharge the Facility, if any;
可要求客戶立即清償或償還任何融資;
- 16.2.3 cancel any or all outstanding orders or any other commitments made on behalf of the Client;
撤銷任何或所有未執行之指令或任何代表客戶作出之其他承諾;
- 16.2.4 close any or all contracts between GTSG and the Client, cover any short position of Client through the purchase of securities on the relevant Exchange(s) or, liquidate any long position of the Client through the sale of securities on the relevant Exchange(s);
結束任何或所有客戶與富盈之間之合約, 透過在一間或多間相關交易所買入證券以填補客戶之任何淡倉, 或透過在一間或多間相關交易所沽出證券以清算客戶之好倉;
- 16.2.5 sell or otherwise dispose of the securities held for the Client to settle any liability owed by the Client to GTSG which remains after GTSG has disposed of all client collateral for securing the settlement of that liability; and
沽出或以其他方式處置為客戶持有之證券,以清償任何客戶對富盈之欠債而該欠債乃在富盈處置所有客戶用以作該欠債之抵押品後仍然存在; 及
- 16.2.6 combine or consolidate any or all accounts of the Client and exercise right of set-off in accordance with this Agreement
按照本協議, 合併或綜合任何或所有客戶的帳戶及行使抵銷權。
- 16.3 In the event of any sale pursuant to Clause 16.2.5
就第 16.2.5 條下之任何沽售
- 16.3.1 GTSG shall not be responsible for any loss occasioned thereby howsoever arising if GTSG has already used reasonable endeavours to sell or dispose of the securities or any part thereof at the then available market price;
倘若富盈已付出合理之努力, 以當時可得到之市場價格沽出或處置證券或其任何部份, 則富盈毋須為任何相關損失不論如何招致而負上責任;
- 16.3.2 GTSG shall be entitled to appropriate to itself or sell or dispose of the securities or any part thereof at the current price to GTSG or any member of its Group without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by GTSG and/or any member of its Group; and
富盈有權以現有之市場價格撥予富盈或向富盈或任何集團成員沽出或處置證券或其任何部份, 而毋須為任何相關損失不論如何招致而負上任何責任, 亦毋須就富盈及/或任何集團成員得到的利益作出交代; 及
- 16.3.3 the Client undertakes to pay to GTSG any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by Client to GTSG.
倘若沽售所得款項不足以填補所有客戶虧欠富盈之數額, 客戶承諾償付不足之數額予富盈。
- 16.4 Any proceeds of sale hereunder shall be applied in the following order of priority:
任何本協議下之沽售所得之款項應以下列之優先次序作出付款:
- 16.4.1 in satisfaction of all costs, levies, charges, expenses and payments (including, without limitation, legal or other professional fees, stamp duty, commission and brokerage) incurred by GTSG on a full indemnity basis;
以完全彌償基準計算, 償還所有富盈之支出、徵費、收費、開支及款項(包括但不限於法律或專業顧問費用、印花稅、佣金及經紀費);
- 16.4.2 in or towards the satisfaction of the amount secured by this Agreement whether principal or interest or otherwise in such order as GTSG may in its discretion decide;
償還本協議所擔保之數額, 不論是本金、利息或其他項目, 其償還次序由富盈酌情決定;
- 16.4.3 in or towards the satisfaction of any other amount owing to GTSG or any member of the Group; and the surplus if any shall be paid to Client or to its order. If there is any deficiency after the sale, Client shall pay such deficiency to GTSG without the need for any demand.
償還任何拖欠富盈或任何集團成員之其他款項; 而如有任何盈餘必須交還客戶或依其指示處理。倘若沽售後仍有短欠數額, 在毋須任何要求下, 客戶必須償付富盈該短欠數額。
- 16.5 Any dividends, interest or other payments which may be received or receivable by GTSG in respect of the Margin Securities (as defined in the First Schedule) (less such reasonable charges as GTSG may determine from time to time) may be applied by GTSG as though they were proceeds of sale hereunder notwithstanding that the power of sale may not have arisen.
富盈就孖展證券(如附件一所定義)而已收取或應收取的任何股息、利息或其他款項(減去富盈不時決定之合理收費)可以被富盈作為沽售所得加以應用, 而不論沽售的權力有否發生。
- 16.6 A declaration, determination or decision by an officer of GTSG that the power of sale has become exercisable under this Clause 16 shall be conclusive evidence of that fact in favour of any purchaser or other person deriving title under the sale.
富盈高級行政人員作出聲明或決定此第 16 條下之出售權利可予行使, 該聲明或決定對於任何買方或承受其所有權的其他人士而言均屬於有關事實之終論性證據。

17. LIABILITY AND INDEMNITY 責任與彌償

- 17.1 Client agrees that GTSG or any member of the Group or any of their respective officers, employees or agents shall not have any liability whatsoever (other than those resulting from fraud, wilful default or a breach of Clause 3.3 on GTSG's part) for any loss, expense or damage which Client may incur as a result of the performance or failure to perform this Agreement or as a result of any act or omission of any third party (whether or not such third party being appointed by GTSG or any member of the Group) or howsoever arising out of any cause beyond the control of GTSG or any member of the Group. Further, GTSG or any member of the Group or any of their respective officers, employees or agents shall accept no liability as a result of compliance with any applicable Regulatory Rules. This Clause 17.1, however, shall not be construed as in any way binding any member of the Group to comply with any provision of this Agreement unless otherwise explicitly agreed by such member of the Group.
客戶同意富盈或任何集團成員或其任何等各自的高級人員、僱員或代理人對因履行或不履行本協議或因第三方(不論該第三方是否由富盈或任何集團成員所指定)之行動或遺漏或如何因任何非富盈或任何集團成員所能控制的原因而可能令客戶招致的任何損失、開支或損害賠償並無任何責任(因富盈方面欺詐、故意失責或違反第 3.3 條而造成者除外)。再者, 富盈或任何集團成員或其任何等各自的高級人員、僱員或代理人將不會對因遵守任何適用的監管規則而負上責任。惟本第 17.1 條款將不會被解釋為以任何方式約束任何集團成員必須遵守本協議的任何條款除非該集團成員另有明確約定。
- 17.2 Client undertakes to indemnify and to keep indemnified GTSG and its officers, employees and agents on a full indemnity basis from and against all losses, damages, interest costs, actions, demands, claims, proceedings, expenses, costs (including, without limitation, legal costs and costs reasonably incurred in collecting debts from Client) and liabilities of whatsoever nature (other than those resulting from fraud or wilful default on GTSG's part) incurred, suffered or sustained by or made or brought against or threatened to be made or brought against each or any of them directly or indirectly arising out of or in connection with the performance of any act or the exercise of any right or discretion or any inaction taken or chosen by or for GTSG and/or any member of the Group pursuant to this Agreement, or arising directly or indirectly from any act or omission by Client whether or not constituting a breach of any of its obligations under this Agreement or the occurrence of any Event of Default or directly or indirectly as a consequence of reliance on by GTSG or any of its officers, employees or agents any representation stated in this Agreement or any information provided by or for Client or directly or indirectly as a result of acting on by GTSG or any of its officers, employees or agents any instruction, signature, instrument, notice, resolution, request, certificate, report or other document believed to be signed or given by the proper party(ies), whether the same is given verbally or in written form and whether the same is an original, facsimiled or electronic copy.
客戶承諾彌償富盈及其高級人員、僱員及代理人, 每一位或任何一位直接或間接因或就由或代富盈及/或任何集團成員按本協議而作出任何行動或行使任何權利或酌情權或採取或選擇任何不行動, 直接或間接由於客戶的任何行動或遺漏, 不論是否構成違反客戶於本協議下之任何責任或發生任何違約事項, 或富盈或其任何高級人員、僱員或代理人直接或間接因依賴本協議所述之任何陳述、聲明或由或代客戶提供之任何資料, 或富盈或其任何高級人員、僱員或代理人直接或間接因依賴相信由適當一方或各方簽署或作出的任何指令、簽署、文據、通知、決議案、要求、證書、報告或其他文件(不論乃口頭或書寫作出, 亦不論是原版本、傳真版本或電子版本), 而招致承擔或面臨或遭興訟或被威脅興訟的一切損失、損害賠償、利息支出、訴訟、要求、索償、法律程序、費用、支出(包括但不限於法律費用及因向客戶追債而合理地招致之費用)及責任(不論屬任何性質但由富盈方面欺詐或故意失責而造成者除外), 客戶並承諾確保富盈及其高級人員、僱員及代理人免受損害。



17.3 If any claim is made against GTSG or Client in connection with this Agreement, GTSG may, without prejudice to Clause 17.1 above, take any such steps at its sole discretion, including the withholding of payment or delivery to Client of any money or securities.

倘若富盈或客戶遭受有關本協議的任何申索,在不影響上述第 17.1 條之原則下,富盈可酌情決定採用任何步驟,包括扣起向客戶支付或交付之任何款項或證券。

17.4 Client acknowledges that handling of Client's Account(s) by any person or party other than the Client must be properly documented as prescribed by GTSG from time to time (for example, in relation to giving of trading instructions, by completion of the relevant prescribed form applicable to Authorised Person or Authorised Third Party, as the case may be). Discretionary handling of clients' accounts by GTSG's representatives is generally not permitted by GTSG policy (and that if exception is granted it must be properly documented in a further GTSG discretionary account agreement with a power of attorney). Client covenants not to hold GTSG responsible in any way, and shall indemnify GTSG, for all and any loss, damage, interest, cost, action, demand, claim, liability, expense or proceeding of any nature whatsoever relating to or resulting from the Client's instruction, permission, acquiescence or approval to, or arrangement or understanding with, any GTSG representative or any person or party other than the Client (whether explicit or tacit) to conduct discretionary trading on the Account or other handling in respect of the Client's Account(s) or Client's money.

客戶確認: 客戶以外的任何人士或一方處理客戶帳戶必須經由富盈不時所指定的方式書面紀錄(例如,就給予客戶指示而言,應當填妥適用於獲授權人或獲授權第三者(視屬何情況而完的)的有關指定表格)。富盈政策通常並不允許其代表全權處理客戶帳戶(如屬許可之例外情況,則必須在全權委託戶口協議書當中妥為記錄並附上委託書)。如果因或關於客戶指示、允許、默許、批准、安排或同意任何富盈代表或任何人士或一方全權進行帳戶交易或以其地方式處置客戶帳戶或客戶款項(不論明示或默許亦然),而導致所有及任何的損失、損害賠償、利息、支出、訴訟、要求、索償、責任及開支或法律程序(不論任何性質亦然),客戶承諾不會要求富盈承擔任何責任,並同時向富盈作出相應彌償。

18. DISCLOSURE OF INFORMATION 資料披露

18.1 Client warrants and undertakes to GTSG that all information provided by Client from time to time in, under or pursuant to this Agreement is and will be accurate, complete and up-to-date. Client shall notify GTSG forthwith of any change to such information. GTSG shall be entitled to rely fully on all such information for all purposes until GTSG is notified to the contrary in writing and any such written notification shall be duly signed by Client. Client understands and accepts that notwithstanding anything to the contrary which may be contained in this Agreement, any change to any such information shall not take effect until five (5) days after the actual receipt by GTSG of the relevant written notification or until such shorter period of time as may be agreed by GTSG in writing.

客戶向富盈保證及承諾,客戶在本協議內或下或按本協議不時所提供之所有資料(及將會提供之資料)均準確、完整及最新的。上述資料如有任何改動,客戶須立即通知富盈。除非富盈接獲客戶以書面通知的任何變更,否則富盈有權完全依賴該等資料作一切用途及任何該等書面通知須由客戶恰當地簽署。客戶明白及接受:儘管本協議或另有相反規定,任何該等資料之任何變更,只會當富盈確實收妥有關書面通知當日起計 5 日後或富盈可以書面同意之較短時間後才會生效。

18.2 GTSG shall notify Client of any material change to the information relating to GTSG provided in, under or pursuant to this Agreement.

本協議內或之下或按本協議所提供關於富盈之資料,如有任何重大改動,富盈應通知客戶。

18.3 Client shall immediately on demand by GTSG at any time and from time to time supply to GTSG such financial and/or other information in connection with the subject matter of this Agreement, Client and/or the compliance of any Laws or Regulatory Rules as GTSG may reasonably require. Client agrees that GTSG may conduct credit enquiries or check on Client for the purpose of ascertaining the financial situation of Client.

在富盈隨時及不時之要求下,客戶應立即向富盈提供其合理要求並有關本協議標的及/或客戶及/或遵守任何法例或監管規則之財務資料及/或其他資料。客戶同意富盈可對客戶進行信用調查或檢查,藉以確定客戶的財政狀況。

18.4 GTSG may provide any information supplied by or relating to Client and/or any transaction and/or the Account to any Regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in GTSG's sole discretion, it deems appropriate in the circumstances. Without limiting the foregoing, relevant information may be disclosed if there is reasonable ground for GTSG to suspect that any Client may have committed a material breach or infringement of, or may not have complied with, any market misconduct provisions in Part XIII or XIV of the SFO.

富盈可將由客戶提供的資料或有關客戶及/或任何交易及/或帳戶之任何資料提供予任何監管機構或其他人士,以遵照合法之規定或要求(不論該等規定或要求是否具強制性)或其他由富盈行使其獨有酌情權認為適當的情形。在不限制上述規定的情況下,如果富盈有合理理由懷疑任何客戶可能重大違反或抵觸,或可能沒有遵守<證券及期貨條例>第 XIII 部及第 XIV 部規定,任何市場失當行為的條文,富盈可披露有關資料。

18.5 GTSG is subject to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of HK) which regulates the use of personal data concerning individuals. GTSG's policies and practices relating to the use of personal data are set out in the Fifth Schedule to this Agreement.

富盈受<個人資料(私隱)條例>(香港法例第 486 章)(該條例規管有關個人的個人資料的使用)所約束。有關富盈使用個人資料的政策和慣例,載列於本協議之附件五。

18.6 Client represents and warrants to GTSG that Client has taken all action necessary to authorise the disclosure to GTSG and other persons permitted hereunder of all information (including, without limitation, personal data as defined in the Personal Data (Privacy) Ordinance, Cap.486) from time to time provided to GTSG by or for Client in, under or pursuant to this Agreement and the use of such information for the purpose of this Agreement and/or any transaction(s) contemplated hereunder and/or the Account. This representation and warranty are taken to be also made by Client on each date that any information is provided to GTSG.

客戶向富盈陳述、聲明並保證,客戶經已採取一切必要行動獲授權可向富盈及本文允許的其他人士披露或由本人/吾等在本協議內或下或按本協議不時所提供之所有資料(包括但不限於<個人資料(私隱)條例>(香港法例第 486 章)所定義之個人資料)及容許富盈可為本協議及/或任何一項或多項本文所預期的交易及/或帳戶而使用該等資料。本陳述、聲明及保證亦視為於每次向富盈提供任何資料當日由客戶作出。

18.7 Notwithstanding other provisions in relation to the disclosure of information and tax-related arrangement under this Agreement, the Client hereby agrees to comply with the provisions contained in the Seventh Schedule. The powers, rights, discretions of GTSG under the Seventh Schedule shall be without prejudice and in addition to the provisions in this Clause 18.

儘管本協議項下有關於信息披露及稅務安排的其他條文,客戶謹此同意遵守附件七中的條文。富盈在該附件七項下之權力、權利及酌情權均不得有所減損,且為本第 18 條條文之補充。

19. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 聲明、陳述、保證及承諾

19.1 Client represents, warrants and undertakes to GTSG (in this Clause 19, referred to as the "Warranties") that:

客戶向富盈陳述、聲明、保證及承諾(在此第 19 條內稱為“保證”):

19.1.1 where Client is a corporation, it has been duly incorporated or established in accordance with all applicable laws and regulations and has the corporate power to enter into and perform this Agreement and has taken all necessary corporate and other action to authorise this Agreement upon these terms and conditions;

倘若客戶乃一法團,客戶已按所有適用法律及規條適當地成立或建立為法團,其並具有訂立及履行本協議之法團權力,並已採取一切必需之法團行動及其他行動,基於本文條款及條件批准本協議;

19.1.2 no consent or authority of any person (except, in the case of a corporate client, as already obtained as contemplated in Clause 19.1.1) is required for Client to enter into this Agreement including without limitation the power of borrowing and giving security over its assets, or as the case may be, Client has obtained all such necessary consent or authority (including without limitation, consent from its employer where applicable);

客戶訂立本協議,毋須任何人士之同意或授權(除非客戶乃法團,並已按第 19.1.1 條取得同意或授權),包括但不限於借貸及抵押其資產權力,或因應情況而定,客戶已經取得所有必須之同意或授權(包括但不限於,如適用,其僱主之同意);

19.1.3 the entering into by Client of this Agreement or any trading or borrowing activity in connection with this Agreement will not place Client in breach of the terms of any other arrangement or document (including any constitutional documents such as Client's memorandum and articles of association if Client is a corporation and/or deed of trust if Client is a trustee or trust corporation), any staff dealing policies or rules of its employer (if any) or of any obligations under general law or imposed by Regulatory Rules; and Client undertakes to fully comply all relevant Laws, Regulatory Rules, terms, policies and rules;

客戶訂立本協議,或進行與本協議有關之交易或借貸活動,均不會導致客戶違反任何其他安排及文件之條款(倘若客戶乃一法團包括其組織章程大綱及章程細則及/或客戶乃一受託人或信託法團,包括其任何信託契據)或任何員工證券交易政策,或其僱主任何之規定(如有的話),或在法律或監管規則下之任何責任。而客戶亦承諾遵守所有相關之法律、監管規則、條款、政策及守則;

19.1.4 Client has not taken any action nor has any step been taken or legal proceeding been started or threatened for the bankruptcy or liquidation of the Client. Nor has the Client entered into a compromise or scheme of arrangement with its creditors; and



客戶沒有採取任何行動、任何步驟作出破產或清盤亦沒有面臨或遭威脅任何涉及破產或清盤之法律程序。同時客戶亦沒有與其債權人作出任何債務妥協方案或債務償還安排；及

19.1.5 Client acknowledges that it is Client's duty to ascertain Client's nationality, citizenship, domicile or similar status. Client undertakes not to deal in, purchase or subscribe for any securities or investments which by virtue of the Client's status or other characteristics Client is prohibited to deal in, purchase or subscribe. Client has taken all necessary professional advice including legal, accounting, estate planning or tax advice relating to its tax or other liability under any jurisdiction and Client has not relied in any way on GTSG relating to any of Client's instructions or orders in respect of dealing in, purchase of or subscription in any securities or investments.

客戶確認其有責任確認自身之國籍、公民身份、居籍或類似身份。客戶承諾不可交易、買入或認購任何證券或投資若此等證券或投資乃因客戶之身份或其他特徵而禁止其交易、買入或認購的。客戶已經取得所有於任何司法管轄區下與其稅項責任或其他責任有關之必要專業建議包括法律、會計、遺產策劃或稅務等方面。客戶在作出有關交易、買入或認購任何證券或投資之指示或指令時，並沒有以任何形式依賴富盈。

19.2 Client further warrants and represents to GTSG that each of the Warranties is true, accurate and not misleading.

客戶進一步向富盈作出保證及陳述、聲明，任何一個保證都是真實、準確而沒有誤導性的。

19.3 Client acknowledges that GTSG has entered into this Agreement on the basis of, and in reliance on, the Warranties. The Warranties are deemed to be repeated on each day up to and including the termination of this Agreement.

客戶確認富盈訂立本協議乃建基於及依賴保證。客戶將被視作每日作出保證，直至及包括終止本協議為止。

20. NOMINEE ARRANGEMENTS 代名人安排

If any of Client's securities are registered in the name of a nominee for Client ("Nominee"), whether or not such Nominee is a member of the Group, Client agrees as follows:

若客戶任何證券以其代名人("代名人")之名義登記，不論該代名人是否集團成員，客戶同意下列各項：

20.1 the Nominee shall have no liability (in negligence or otherwise howsoever) for failure to forward to Client any notice, information or other communication in respect of any such securities;

代名人毋須為未能向客戶送交有關任何該等證券之任何通知、資料或其他通訊而負上責任(不論是疏忽或其他責任)；

20.2 the Nominee shall have full liberty to exercise or refrain from exercising any rights or to satisfy or refrain from satisfying any liabilities arising from or in connection with the holding of any such securities without the need to consult or notify Client beforehand and without being in any way liable therefor and Client shall indemnify the Nominee for all losses, costs, claims, liabilities and expenses incurred by the Nominee and arising directly or indirectly from any action taken or not taken by the Nominee in good faith;

代名人可完全自由行使或不行使持有任何該等證券所引致或關連之任何權利，或清償或不清償持有任何該等證券所引致或關連之任何債務，而毋須事先諮詢或通知客戶亦毋須因此承擔任何責任。同時客戶須彌償代名人直接或間接因其真誠地採取或不採取任何行動所招致之所有損失、費用、索償、責任及開支；

20.3 to pay such fees, expenses and charges as the Nominee may from time to time prescribe in consideration of the nominee services, such fees, expenses and charges to be deducted as GTSG sees fit from any monies standing to Client's credit in any account with GTSG and/or any member of the Group and until payment the securities held by the Nominee are subject to a lien in favour of the Nominee for the amount(s) concerned and such lien shall be in addition and without prejudice to other rights of the Nominee;

客戶須支付代名人不時規定之費用、開支及收費，作為代名人服務之代價。此等費用、開支及收費將按富盈認為恰當，從客戶設立於富盈及/或其他集團成員的任何帳戶內之存款中扣除；而在客戶付款之前，代名人就有關金額對其持有之證券擁有留置權並該留置權乃附加於亦不影響代名人之其他權利；

20.4 the Nominee may act on the instructions of any one Authorised Person or Authorised Third Party; and

代名人可按任何一位獲授權人或獲授權第三者之指令行事；及

20.5 the Nominee is not bound to return to Client securities bearing identical serial numbers as any transferred to the Nominee.

代名人不一定要退還跟之前轉移給代名人證券編號相同之證券予客戶。

21. MISCELLANEOUS 其他

21.1 Governing law 適用法律

21.1.1 This Agreement shall be governed by and construed in accordance with the laws of HK and Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of HK. This Agreement, all rights, obligations and liabilities under this Agreement and all transactions contemplated hereunder shall enure to the benefit of, and bind GTSG, GTSG's successors and assigns, whether by merger, consolidation or otherwise, as well as Client and the heirs, executors, administrators, legatees, successors, personal representatives and permitted assigns of Client.

本協議受香港法律之管轄，並按其詮釋。客戶現不可撤回地服從香港法院行使非獨有之司法管轄權。本協議、本協議下所有權利、責任及債務、本文項下的所有交易對於富盈、富盈的繼承人及受讓人(不論是透過合併、兼併或其他方式成為繼承人或受讓人)、以及對客戶及客戶的繼承人、遺囑執行人、遺產管理人、受遺贈人、繼任人、個人代表或獲批准受讓人均具有約束力並使其等受益。

21.2 Enforceability 可執行範圍

If any provision of this Agreement shall be void or unenforceable by reason of any provision of applicable Laws, the remaining provisions shall continue in full force and effect and if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as possible.

倘若本協議之任何條款因任何適用法例之條文而成為無效或無法強制執行，剩餘之條款應繼續全面有效，且如有需要，剩餘條款應作出所需之修改，以便可以在可能之範圍內充份實現本協議之精神。

21.3 GTSG's role 富盈之角色

Save as expressly provided in this Agreement, GTSG shall act as an agent and not as a principal in relation to any transaction undertaken by GTSG pursuant to this Agreement, except where GTSG gives notice to Client to the contrary or required by the nature of the transaction initiated by Client.

除本協議另有明確規定外，關於富盈按本協議所進行之任何交易，富盈乃以代理人而非當事人之身份行事，惟富盈向客戶發出相反之通知及由於該由客戶提出的交易其性質所需除外。

21.4 GTSG's right to report 富盈之舉報權利

Without prejudice to any right or obligation that GTSG may have under the Laws, Client acknowledges that GTSG shall have the right to report any suspected trading misconduct, other malpractice or irregularity and to disclose relevant information (without prejudice to Clause 18.4) to any Regulators, authorities or the issuer of the financial product concerned, and GTSG may in its sole discretion suspend the operation of the Account or decline to act on any instruction without incurring any liability whatsoever to Client for any claim, loss, proceeding or expense howsoever related to GTSG's suspension of the Account or its delay or refusal to act upon any instruction relating to the Account.

在不影響富盈在法例下之權利及責任之情況下，客戶確認富盈有權向任何監管機構、機關或有關金融產品發行者舉報任何懷疑不當交易行為、其他不良行為或不合規則事件及披露相關信息(在不違背 18.4 條時)。同時，富盈可按其獨有的酌情權暫停運作帳戶或拒絕執行任何指令，就不論怎樣相關富盈暫停運作帳戶或其延遲或拒絕執行關於帳戶之指令而產生之任何申索、損失、法律程序或費用，富盈概不負責。

21.5 Client's obligation 客戶之責任

21.5.1 Client undertakes to do and execute any act, deed, document or thing which GTSG may require in connection with the implementation, execution and enforcement of the terms of this Agreement. Client irrevocably appoints GTSG as its attorney to do and execute any act, deed, document and thing which it undertakes to do or execute under this Agreement but fails to do or execute upon the request of GTSG.

客戶承諾按富盈之要求執行及簽署與實施、簽訂及履行本協議有關之任何行動、契約、文件或事項。客戶不可撤回地委任富盈為其受託代表人，執行及簽訂任何在本協議下客戶承諾執行或簽訂但其在富盈要求下未能完成之任何行動、契約、文件及事項。

21.5.2 If Client suspects that a fraud or an irregularity may have occurred with respect to the Account, it shall notify GTSG of the same immediately by calling GTSG's Anti-Fraud Helpline at (852) 3628 3643 or such other telephone number as subsequently notified to Client by GTSG in writing from time to time.



若客戶懷疑帳戶可能已出現欺詐或不妥情況,客戶須致電富盈的懷疑詐騙熱線:(852) 3628 3643 或嗣後富盈以書面不時通知客戶之其他電話號碼,以便立即通知富盈。

21.6 Joint account 聯名帳戶

21.6.1 Where the Account is a joint account, unless otherwise stated in the Account Application, GTSG may accept instructions from any of the joint account holders, and each joint account holder agrees with the others to be jointly and severally liable for all obligations in connection with this Agreement. GTSG has no obligation to inquire into the purpose or propriety of any instruction given or to see to the application of any funds delivered by Client or any or more of the joint account holders in respect of the Account. GTSG shall be at liberty to release or discharge any of the joint account holders from his/her liability hereunder or to accept any proposition from or make other arrangements with any of the joint account holders without releasing or discharging the obligations of the other or others from or otherwise prejudicing or affecting the rights and remedies of GTSG against the other or others and none of the joint account holders nor shall this Agreement be released or discharged by the death of any one of them.

倘若帳戶乃聯名帳戶,除非開戶申請表內另有說明,富盈可以接受任何聯名帳戶持有人之指令,且每位聯名帳戶持有人同意與其他聯名帳戶持有人共同及各別地負責與本協議有關之所有責任。富盈沒有責任查究任何指令的目的或其適當性或留意就帳戶由客戶或任何一位或多位聯名帳戶持有人所交付之任何款項之運用。富盈可完全自由免除或解除任何聯名帳戶持有人本協議下的責任,亦可以接受任何聯名帳戶持有人提出的建議或者與其作出其他安排,而同時並不免除或解除其他一位或多位聯名帳戶持有人之責任,亦不損害或影響富盈對其他一位或多位聯名帳戶持有人所行使的權利或從此(等)人士獲得補償,任何一位聯名帳戶持有人去世之後,所有聯名帳戶持有人之責任以及本協議仍然有效,不得免除或解除。

21.6.2 Any Advice, report, notice or communication given to any joint account holder in accordance with this Agreement shall be deemed to have been duly given to all joint account holders unless: (i) Client's correspondence address has been provided in the Account Application, in which case, any such Advice, report, notice or communication shall be sent to that correspondence address or such other correspondence address as subsequently notified to GTSG in accordance with this Agreement; or (ii) Client has requested and GTSG has accepted that all Advice shall be sent to the email addresses of all joint account holders, being the last notified email addresses on GTSG's records and in such case, all Advice shall be so given. Any Advice, report, notice or communication given by GTSG pursuant to the foregoing shall be deemed to have been received by all joint account holders and shall be binding on all of them.

根據本協議向任何聯名帳戶持有人發出之任何通知書、報告、通知或通訊將視為已適當地向所有聯名帳戶持有人發出,除非:(i)於開戶申請表中已載有客戶之通訊地址,那麼任何通知書、報告、通知或通訊將送往該通訊地址或嗣後按本協議通知富盈之其他通訊地址;或(ii)客戶已要求並富盈已同意,所有通知書將送往所有聯名帳戶持有人之電郵地址而該等電郵地址乃是於富盈記錄上最後通知其之電郵地址,那麼所有通知書將如此發出。富盈按照上述所發出之任何通知書、報告、通知或通訊將被視為已被所有聯名帳戶持有人收到並對其等具約束力。

21.6.3 The joint account holders each acknowledge and agree that if any one of them should die,

每位聯名帳戶持有人確認及同意,若其等任何一人逝世,則:

21.6.3.1 the surviving joint account holder(s) should immediately notify GTSG in writing of the death;

尚存的聯名帳戶持有人(一位或多位)須立即以書面通知富盈;

21.6.3.2 GTSG is to pay or deliver to or to the order of the surviving joint account holder(s) any moneys, investments, property, instruments and/or documents standing to the credit of or held for the Account, without prejudice to any right GTSG may have in respect of the same arising out of any set-off, counterclaim, lien, charge, pledge or otherwise whatsoever or to any step which GTSG may deem it desirable to take in view of any third party claims thereto and/or for protecting the interest of GTSG and/or other member(s) of the Group and GTSG shall be entitled to require the surviving joint account holder(s) to give and/or sign such document(s) as prescribed by GTSG before releasing any money, investment, property, instrument or document to or to the order of such survivor(s); and

富盈可將存於帳戶或為帳戶持有之任何款項、投資、財產、工具及/或文件支付或交付予尚存的聯名帳戶持有人(一位或多位)或按其(等)要求而支付或交付但並不損害富盈可能擁有的權利-關於以上款項、投資、財產、工具及/或文件並因任何抵銷權、反申索、留置權、押記、質押或任何其他情況而產生的;亦不損害就第三者之申索及/或為保護富盈及/或其他一個或多個集團成員的利益而富盈認為適宜採取之任何步驟,及在發還任何款項、投資、財產、工具或文件予尚存的聯名帳戶持有人(一位或多位)或按其(等)要求而發還之前,富盈有權要求尚存的聯名帳戶持有人(一位或多位)給予及/或簽署由富盈規定之一份或多份文件;及

21.6.3.3 GTSG shall not in any circumstances be liable in any way for any claim, loss, damages, liability, cost, expenses or whatsoever suffered or incurred by any person or entity (including, without limitation, the surviving joint account holder(s)), directly or indirectly, arising from or in connection with any action or inaction taken or chosen by GTSG pursuant to Clause 21.6.3.2 or any breach of this Clause 21.6.3 by any of the joint account holders; and the joint account holders each agree to indemnify GTSG against all claims, losses, damages, liabilities, costs, expenses and whatsoever suffered or incurred by GTSG, directly or indirectly, arising from or in connection with any action or inaction taken or chosen by GTSG pursuant to Clause 21.6.3.2 or any breach of this Clause 21.6.3 by any of the joint account holders.

直接或間接因或關於富盈按第 21.6.3.2 條而作出或選擇之任何行動或不行動或任何聯名帳戶持有人違反本第 21.6.3 條而引致任何人士或實體(包括但不限於尚存的聯名帳戶持有人(一位或多位))蒙受或承擔之任何索求、損失、損害賠償、責任、費用、支出或其他情況,富盈在任何情況下均不會負上任何責任。同時,每位聯名帳戶持有人同意彌償富盈,直接或間接因或關於富盈按第 21.6.3.2 條而作出或選擇之任何行動或不行動或任何一位聯名帳戶持有人違反本第 21.6.3 條而引致富盈蒙受或承擔之所有索求、損失、損害賠償、責任、費用、支出及其他情況。

21.7 Client's authorisation 客戶授權

Where Client has an account with another member of the Group and instructs GTSG to obtain cash, securities and/or other property from such account, Client authorises GTSG, on behalf of Client, to request such member of the Group to release such cash, securities and/or other property to GTSG.

凡客戶在另一集團成員設有帳戶,並指令富盈從該帳戶提取現金、證券及/或其他財產,客戶現授權富盈可代其要求該集團成員發放上述現金、證券及/或其他財產予富盈。

21.8 Telephone recording 電話記錄

GTSG may record telephone conversations with Client and the contents of any such recording shall be final and conclusive evidence of the conversation concerned and its content.

富盈可以記錄與客戶之間之電話對話,且任何該等記錄之內容將作為有關對話及其內容之最終及結論性證據。

21.9 Client's representation 客戶聲明、陳述

Client acknowledges that GTSG has offered to explain to Client the terms of this Agreement, and either Client has received such explanation or that Client fully understands the terms of this Agreement without the need for such explanation. Client acknowledges that Client has been advised, and has had the opportunity, to consult Client's own independent legal and other professional advisers.

客戶確認,富盈曾提出向客戶解釋本協議之條款,而且客戶已得到該解釋或客戶不需要該解釋即完全理解本協議之條款。客戶確認,富盈已經建議客戶及客戶已經有機會徵詢其獨立法律及其他專業顧問之意見。

21.10 Waiver 豁免

Save as expressly provided in this Agreement, no failure to exercise, or delay in exercising, on the part of any party hereto any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by GTSG shall be effective unless it is in writing. The rights and remedies of GTSG are cumulative and not exclusive of any rights or remedies provided by the Laws.

除在本協議中另有明確規定之外,任何本協議一方沒有行使或延遲行使其在本協議下之任何權利、權力或特權,不構成對該權利、權力或特權之豁免;任何單獨或部份行使任何權利、權力或特權,並不排除對該權利、權力或特權之其他或進一步行使,亦不排除行使任何其他權利、權力或特權。富盈對於其權利之豁免,除非採用書面形式通知,否則一律無效。富盈之權利及補償權是累計的,包括法例賦予其之任何權利及補償權。

21.11 Assignment 轉讓

21.11.1 Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any rights or obligations under this Agreement to any person without GTSG's previous written consent. Subject to the Laws, GTSG may assign, sub-contract, delegate, transfer or otherwise dispose of any of its rights and obligations under this Agreement as GTSG may see fit.



未經富盈事先書面同意，客戶不得轉讓、委託、分包、轉移或以其他方式處置其在本協議下之任何權利或責任予任何人士。在遵守法例之大前提下，富盈可以在其認為適合之情況下，轉讓、委託、分包、轉移或以其他方式處置其在本協議下之任何權利或責任。

- 21.11.2 In the event that GTSG consolidates, amalgamates, reorganises or transfers its business to another entity (including within the Group), GTSG may assign any of the rights and obligations under this Agreement to such entity. GTSG shall give Client notice which will specify a date upon which the assignment will become effective. This date will be at least ten (10) days after the date of the notice. Such assignment will have the effect of creating a novated agreement between Client and the entity to which such rights or obligations are assigned. Therefore, in such event, Client hereby consents for any future assignment of this Agreement by GTSG.

當富盈組合、合併、重組或轉移其業務予另一機構(包括在集團內的機構)，富盈可以轉讓在本協議下之任何權利及義務予該機構。富盈應發出通知予客戶，該通知內會列明該轉讓生效日期。該日期應為發出通知後至少 10 日。該轉讓之效力如同於客戶及該機構之間建立一份約務更替協議。因此，若有此等情形，客戶現同意富盈可日後作出任何本協議之轉讓。

21.12 Force majeure 不可抗力

In the event of war, terrorism, revolution, insurrection, restraint of rulers, military disturbances, riot, civil commotion, civil disobedience or other similar action involving any country, strike or lockout or stoppage or restraint of labour, seizure or confiscation of assets or other governmental action having a similar effect, any imposition of currency exchange control or restraint of capital movement or transmission by any government, any "Act of God", epidemic, pandemic, vandalism, disruption of the operation of any Exchange, breakdown of computer systems and/or communication facilities, or any other similar event outside the control of GTSG which hinders or prevents the performance by GTSG of its obligations under this Agreement (an "event of force majeure"), then GTSG may, as an alternative to any performance otherwise required, at its absolute discretion either (a) postpone its performance until the event of force majeure no longer has such effect or (b) where any delivery or payment is required, provide or require a cash settlement based upon the prevailing price of a security or instrument relevant to such settlement on the second business day prior to the occurrence of the event of force majeure; such prevailing price being conclusively determined by GTSG. GTSG shall not be responsible or held liable for any loss suffered by Client arising out of or in connection with an event of force majeure. Client agrees to bear solely the risk of such event of force majeure.

一旦戰爭、恐怖主義活動、革命事件、暴動、統治者之管制、軍事騷動、暴亂、內亂或其他涉及任何國家的類同行動、罷工或停工或拒絕工作或勞工管制、財產被扣押或充公或其他有類同影響的政府行動、政府管制貨幣兌換或政府管制資金流動或轉移、任何天災、流行性傳染病、全國流行性傳染病、惡意破壞行為、任何交易所之營運遭受擾亂、電腦系統及/或通訊設施故障、或任何其他類同事件發生，而非富盈所能控制之範圍內，導致富盈在履行本協議下其責任時受制肘或阻礙(“不可抗力事件”)，那時，富盈可作為履行其責任之其他選擇，絕對酌情權決定：(a) 延遲其履行責任直至該不可抗力事件失卻影響力；或(b)倘若須有任何交付或支付，提供或要求現金結算而該結算乃根據發生不可抗力事件前之第二個營業日當日之有關該結算之證券或金融工具的現行市價(該現行市價由富盈終端地決定)。富盈不會負責客戶任何因或關於發生不可抗力事件而招致之損失。客戶同意獨自承擔不可抗力事件之風險。

21.13 Notice 通知

21.13.1 Any Advice, report, notice or communication to be made or given to Client shall be in writing and may be sent by ordinary post to its address stated in the Account Application, or by facsimile transmission or electronic means (including through the E-Service, as defined in Sixth Schedule) to the fax number or e-mail address stated in the Account Application (or to such other address, fax number, or e-mail address as subsequently notified by Client in writing in accordance with this Clause 21.13). Any notification so given shall be deemed to have been received forty-eight (48) hours after dispatch if sent by post or at the time of transmission if given by facsimile or electronic means.

向客戶作出或提供之任何通知書、報告、通知或通訊，均應採用書面形式，並可以普通郵遞途徑寄至其於開戶申請表上列明之地址，或以傳真或電子途徑(包括透過電子服務，如附件六中之定義)，傳送至開戶申請表上列明之傳真號碼或電郵地址(或嗣後客戶按本第 21.13 條款以書面形式通知之其他地址、傳真號碼或電郵地址)。按照上述方式發出之任何通知，若以郵遞方式發出即在郵寄後的 48 小時後被視為已經送達，或若以傳真或電子方式發出即在傳送時被視為已經送達。

21.13.2 GTSG may also give notice to Client by telephone on the telephone number given in the Account Application or on such other number as Client shall notify GTSG in writing. All notifications so given to Client shall be deemed to have been received instantaneously if given by telephone.

富盈亦可根據開戶申請表上之電話號碼或客戶以書面通知富盈之其他號碼，以電話向客戶發出通知。以電話向客戶發出之所有通知即時被視為已送達。

21.13.3 In all cases if any notice or communication of whatsoever nature is given or delivered to GTSG, it shall only be deemed to have been given or delivered to GTSG on the day of actual receipt by it.

於所有情況下，若向富盈作出或交付任何通知或通訊(不論屬任何性質)，其於富盈確實收受當日才被視為已向富盈作出或交付。

21.14 Amendment and termination 修訂與終止

21.14.1 GTSG may, at its absolute discretion and without giving reasons, suspend or terminate the Account and at any time cease to act on Client's behalf. Upon termination or suspension of the Account, all monies owing from Client to GTSG shall immediately become due and payable and Client shall immediately repay such monies to GTSG.

富盈可行使其絕對之酌情決定權而毋須給予任何理由，暫停或終止帳戶，並可隨時停止代表客戶採取行動。帳戶被暫停或終止時，客戶拖欠富盈之所有款項將立即到期及須繳付，及客戶須立即向富盈支付該等款項。

21.14.2 Client agrees that the terms of this Agreement may be amended by GTSG from time to time, at its discretion, by notice in writing from GTSG to Client, in which event such terms and conditions as so amended shall apply with effect from the effective date specified in such notice, whether the specified effective date is before or after the date of such notice but subject to applicable Laws. Such amendments shall be deemed incorporated into and form part of this Agreement.

客戶同意本協議之條款，可由富盈酌情不時更改，並以書面通知客戶；在此情況下，更改後之條款及條件應從該通知書內所指定之生效日期起適用，不論該指定生效日期是該通知書日期之前或之後但須受制於適用法律。該等更改將被包含為並成為本協議之一部份。

21.14.3 Either party may terminate this Agreement at any time by notice to the other provided that such termination shall not affect:

任何一方均可在任何時候通知另一方終止本協議，惟該終止不應影響：

21.14.3.1 the rights or liabilities of either party arising prior to such termination;

該終止前任何一方已產生之權利或債務；

21.14.3.2 the warranties, representations, undertakings and indemnities given by Client under this Agreement, all of which shall survive termination; and

客戶在本協議下作出之保證、陳述、聲明、承諾及彌償，其等在終止後仍然有效；及

21.14.3.3 any of the Client's obligations to GTSG pursuant to this Agreement.

客戶按本協議對富盈之任何責任。

21.14.4 Termination of this Agreement shall not affect any action by GTSG, or any of its agents or any third party permitted under this Agreement initiated prior to the date of termination or any indemnity or warranty given by Client under this Agreement.

本協議之終止，將不會影響在終止日前富盈或其任何代理人或任何第三方在本協議容許下並已展開之行動，或客戶在本協議下給予之任何彌償或保證。

21.15 Time 時間

Time shall, in all respects, be of the essence of the performance of all the obligations of Client under this Agreement and all transactions contemplated hereunder.

客戶履行其於本協議下及本協議下所預期之所有交易之所有責任時，時間概為要素。

21.16 Undertakings by Intermediary 中介人承諾

If Client is an intermediary specified in section 18(3) (excluding section 18(3)(b)) under Part 2, Division 4 of Schedule 2 of the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("Specified Intermediary") and operates and manages the Account for its own client(s) (whether on a discretionary or non-discretionary basis) or otherwise for the transaction(s) with its own client(s), Client agrees to the following terms:



若客戶是<打擊洗錢及恐怖份子資金籌集(金融機構)條例>附表2第2部第4分部下第18(3)條(第18(3)(b)條除外)所指明的中介人(“指明中介人”)並代表其一位或多位客戶(不論以全權或非全權委託為基準)或為與其一位或多位客戶的一項或多項交易而運作及管理帳戶,客戶(為免混淆,於本21.16條款(僅於中文版本稱為“中介人”)承諾以下條款:

- 21.16.1 Client confirms that it is a Specified Intermediary;
中介人確認其為指明中介人;
- 21.16.2 In respect of each of its own client(s) for whom or for whose transaction(s) the Account is operated and managed, Client consents to be GTSG’s intermediary to carry out for GTSG the customer due diligence (“CDD”) measure(s) as stated in the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (“AMLO”) and applicable regulatory requirements issued by the SFC from time to time and unless otherwise agreed by GTSG in writing, Client shall carry out all the aforesaid CDD measures for GTSG;
就中介人的每一位客戶(帳戶乃代表該(等)客戶或為與其(等)的一項或多項交易而運作及管理的),中介人同意擔任富盈的中介人代富盈執行<打擊洗錢及恐怖份子資金籌集(金融機構)條例>(“反洗黑錢條例”)以及證監會不時發佈的適用監管要求所述的客戶盡職審查措施。並且,除非富盈另以書面同意,中介人將代富盈執行所有前述的客戶盡職審查措施;
- 21.16.3 Client shall on request provide to GTSG a copy of any document, or a record of any data or information, obtained by Client in the course of carrying out the aforesaid CDD measure(s) for GTSG without delay;
中介人將應要求沒有延誤地向富盈提供中介人在代富盈執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄;
- 21.16.4 In relation to each transaction it carries out for the Account, Client shall, if requested by GTSG within a period of six (6) years (beginning on the date on which the transaction is completed, regardless of whether any relevant Business Relationship (defined in section 1(1) under Part 1 of Schedule 2 of the AMLO) ends during that period) or such longer period of time as imposed by the SFC and notified by GTSG to Client from time to time, provide to GTSG a copy of any document, or a record of any data or information obtained by Client in the course of carrying out the aforesaid CDD measure(s) for GTSG as soon as reasonably practicable after receiving the request;
就每一項為帳戶執行的交易,若富盈於該交易完成的日期起計的6年期間(不論任何有關業務關係(定義見反洗黑錢條例附表2第1部第1(1)條)是否否在該段期間內終止)或不時由證監會所規定並富盈已通知中介人的較長期間內提出要求,則中介人須在接獲該要求後,在合理地切實可行的最快時間內,盡快向富盈提供中介人在代富盈執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄;
- 21.16.5 In relation to each of its own client(s) for whom or for whose transaction(s) the Account is operated and managed by Client, Client shall, if requested by GTSG (i) during the continuance of the Business Relationship with the client or within a period of six (6) years beginning on the date on which the relevant Business Relationship ends; or (ii) within such longer period of time as imposed by the SFC and notified by GTSG to Client from time to time, provide to GTSG a copy of any document, or a record of any data or information, obtained by Client in the course of carrying out the aforesaid CDD measure(s) for GTSG as soon as reasonably practicable after receiving the request;
就中介人的每一位客戶(帳戶乃代表該(等)客戶或為與其(等)的一項或多項交易而運作及管理的),若富盈於(i)與該客戶的業務關係繼續期間內或在自有關業務關係終止的日期起計的6年期間內或(ii)不時由證監會所規定並富盈已通知中介人的較長期間內提出要求,則中介人須在接獲該要求後,在合理地切實可行的最快時間內,盡快向富盈提供中介人在代富盈執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄;
- 21.16.6 In relation to each transaction it carries out for the Account or in relation to each of its own client(s) for whom or for whose transaction(s) the Account is operated and managed by Client, Client shall keep all the documents, records, data and information referred to in the above paragraphs of this Clause 21.16 for so long as the Business Relationship(s) with any relevant client(s) remain(s) subsisting (regardless of whether the Business Relationship(s) with any other relevant client(s) has/have already ended) and for a period of six (6) years beginning on the date on which the relevant Business Relationship or the last relevant Business Relationship (if more than one client) ends. If a longer period of time is imposed by the SFC, all such documents, records, data and information shall be kept by Client for such longer period of time as notified by GTSG to Client from time to time and Client must keep all such documents, records, data and information in accordance with the AMLO;
就每一項為帳戶執行的交易或就中介人的每一位客戶(帳戶乃代表該(等)客戶或為與其(等)的一項或多項交易而運作及管理的),中介人應於仍與任何有關客戶的業務關係存續期間(不論任何其他有關客戶的業務關係已終止亦然)及在自有關業務關係或最後一個有關業務關係(若多於一名客戶)終止的日期起計的6年期間內備存本第21.16條款以上段落所提及的所有文件、紀錄、數據及資料。若證監會規定一段較長期間,即所有該等文件、紀錄、數據及資料須於該不時由富盈通知中介人的較長時間內被中介人備存。同時,中介人必須按反洗黑錢條例備存所有該等文件、紀錄、數據及資料;
- 21.16.7 If Client is about to cease trading or does not wish to continue to act as GTSG’s intermediary to carry out the aforesaid CDD measure(s) for GTSG, Client shall give GTSG sixty (60) days’ written notice in advance and shall provide to GTSG all the documents, records, data and information referred to in the above paragraphs of this Clause 21.16 without delay;
中介人將結業或不欲繼續作富盈的中介人為富盈執行上述的客戶盡職審查措施,中介人須事先給予富盈60天書面通知,並且沒有延誤地向富盈提供本第21.16條款以上段落所提及的所有文件、紀錄、數據及資料;
- 21.16.8 If GTSG terminates its appointment of Client as its intermediary to carry out the aforesaid CDD measures(s) for GTSG in respect of any client(s) of Client, Client shall immediately provide to GTSG all the documents, records, data and information referred to in the above paragraphs of this Clause 21.16 and in respect of such client(s);
若富盈終止其委任中介人作其中介人就任何中介人的一個或多個客戶代富盈執行上述客戶盡職審查措施,中介人須立即向富盈提供於本第21.16條款以上段落所提及並有關該(等)客戶的所有文件、紀錄、數據及資料;
- 21.16.9 If there is any legal or regulatory requirement (other than those stated in the AMLO or issued by the SFC) in respect of the aforesaid CDD measure(s) carried out by Client for GTSG and/or any documents, records, data and/or information referred to in the above paragraphs of this Clause 21.16 and/or the keeping of the same, Client shall also comply with such legal or regulatory requirement;
若除了反洗黑錢條例所規定或由證監會所發出的監管要求外,還有任何其他法律或監管的要求並關於中介人代富盈執行上述客戶盡職審查措施及/或本第21.16條款以上段落所提及的任何文件、紀錄、數據及/或資料及/或其(等)的備存,中介人亦須遵守該法律或監管要求;
- 21.16.10 To the extent that any provisions of the AMLO, or of the regulatory requirements issued by the SFC from time to time, in respect of the aforesaid CDD measure(s) carried out by Client for GTSG and/or any documents, records, data and/or information referred to in the above paragraphs of this Clause 21.16 and/or the keeping of any such documents, records, data and/or information are not expressly incorporated in this Agreement, the same shall be incorporated by reference in this Agreement. The provisions of the AMLO, and of the regulatory requirements issued by the SFC from time to time, in respect of the aforesaid CDD measure(s) carried out by Client for GTSG and/or any documents, records, data and/or information referred to in the above paragraphs of this Clause 21.16 and/or the keeping of any such documents, records, data and/or information shall prevail over the provisions of this Clause 21.16. Notwithstanding anything in this Agreement or any other document, Client shall comply with all legal and regulatory requirements (as amended from time to time) in respect of the aforesaid CDD measure(s) carried out for GTSG (including, without limitation, the relevant record-keeping requirements); however, nothing in the foregoing shall, in any way, affect any obligation of GTSG stated in section 18(2) under Part 2, Division 4 of Schedule 2 of the AMLO; and
若反洗黑錢條例中或證監會不時發出的監管要求中的任何條文(該等條文乃關於中介人代富盈執行上述的客戶盡職審查措施及/或本第21.16條款以上段落所提及的任何文件、紀錄、數據及/或資料及/或備存任何該等文件、紀錄、數據及/或資料)未有明文收納於本協議,則該等條文以提述方式收納於本協議內。反洗黑錢條例中或證監會不時發出的監管要求的條文(該等條文乃關於中介人代富盈執行上述的客戶盡職審查措施及/或本第21.16條款以上段落所提及的任何文件、紀錄、數據及/或資料及/或備存任何該等文件、紀錄、數據及/或資料)將凌駕本第21.16條款的條文。儘管本協議或任何其他文件有任何規定,中介人須遵守關於代富盈執行上述客戶盡職審查措施的所有法律及監管要求(及其等不時的修訂本)(包括但不限於相關的備存紀錄的要求),但前述並沒有以任何方式影響反洗黑錢條例附表2第2部第4分部下第18(2)條所述的任何富盈的責任;
- 21.16.11 In this Clause 21.16, (i) words not defined shall have the meanings ascribed to them in the AMLO or applicable regulatory requirements issued by the SFC from time to time unless the context requires otherwise; and (ii) regulatory requirements issued by the SFC from time to time include, without limitation, the requirements contained in the Guideline on Anti-Money Laundering and Counter-Terrorist Financing.



於本第 21.16 條款，(i)凡未有詮釋之文字，應具有按反洗黑錢條例或證監會不時發出的適用監管要求中的定義，除非文意另有所指；及(ii)證監會不時發出的監管要求包括(但不限於)打擊洗錢及恐怖份子資金籌集指引中的要求。

21.17 Additional undertakings 額外承諾

Without prejudice to Clause 21.16 above, GTSG may take or omit to take any action which it, in its sole and absolute discretion, considers appropriate to take (a “Compliance Action”) for the purpose of complying with the Applicable Laws and Compliance Rules, including preventing money laundering, terrorist financing or other crimes or the provision of financial and other services to any persons or entities which may be subject to sanctions (each such person or entity is referred to as a “Sanctioned Party”). Such Compliance Action may include without limitation:

在不影響以上第 21.16 條的情況下，富盈藉其獨有及絕對的酌情權，可採取或不採取任何其認為遵守適用的法律及合規規則而應適當採取的行動(“合規行動”)，包括預防洗錢、恐怖份子融資或者其他犯罪，或防止向可能受制裁的任何人士或實體(每一個人士或實體被稱為“受制裁方”)提供金融及其他服務。該等合規行動可能包括但不限於：

(a) declining the application or refusing to handle or process, or refusing to effect payment in connection with, any transaction contemplated in this Agreement on the ground of, or as a result of, a Compliance Action or if any person or entity relating to any related underlying transaction is a Sanctioned Party;
以合規行動為理由或因合規行動所致，或若與任何相關交易有關的任何人士或實體為受制裁方，否決申請或拒絕處理或進行本協議項下擬進行的任何交易，或拒絕履行有關本協議項下擬進行的任何交易的付款；

(b) (if GTSG becomes aware that any payment made to or at the request of Client contravenes the Compliance Rules) immediately recouping such payment from Client, irrespective of any other contrary agreement with Client;
(如富盈意識到向客戶或應客戶要求作出的任何付款違反合規規則)立即從客戶處收回該等款項，不論任何其他與客戶簽訂的相反的協議亦然；

(c) the interception and investigation of any payment messages and other information or communications sent to or by Client or on Client’s behalf via the systems of GTSG; and
截取及調查任何支付信息和其他發予客戶或由客戶發送或通過富盈的系統代表客戶發送的信息或通訊；

(d) making further enquiries as to whether a name which might refer to a Sanctioned Party actually refers to that party
進一步調查可能為受制裁方的名稱是否實際上為該受制裁方。

GTSG will not be liable for any loss (whether direct, indirect or consequential loss, including without limitation loss of profit or interest) or any damage suffered by Client or any party arising out of:

富盈將不會承擔客戶或任何一方因以下原因而承擔的任何損失(無論是直接的、間接的或後果性的損失,包括但不限於利潤損失或利息損失)或任何損害:

(i) any delay or failure by GTSG in processing any payment messages or other information or communication or any request from Client, or in performing any of its duties or other obligations in connection with any transaction, caused in whole or in part by any Compliance Action; or
在處理任何付款信息或其他信息或通訊或任何來自客戶的要求時，或在履行其職責或與任何交易有關的其他義務時，由於任何合規行動全部或部分引致富盈的延遲或未能履行；

(ii) the exercise of any of GTSG’s rights under or any action taken or omission made by GTSG pursuant to this section.
富盈行使本節項下其權利或根據本節採取或不採取任何行動。

In this section:在本節中：

“Applicable Law” means the legal requirements of any place or any jurisdiction that GTSG operates in or such legal requirements are otherwise applicable on GTSG; and
“適用法律”是指富盈經營所在的任何地方或司法管轄區域的法律規定或該等適用於富盈的法律規定；

“Compliance Rules” means all regulations, sanction regimes, international guidance or procedures or rules of relevant regulatory or industry body that may be applicable to GTSG.
“合規規則”是指適用於富盈的有關監管機構或行業組織的所有法規、制裁制度、國際指引或程序或規則。

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE 合約(第三者權利)條例

Save for any member of the Group and any of their respective officers, employees or agents (“Qualified Third Parties”), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of HK) to enforce any term of this Agreement. Notwithstanding anything to the contrary in this Agreement or in the Contracts (Rights of Third Parties) Ordinance:

除任何集團成員和其各自的任何高級管理人員、員工或代理(“合資格第三者”)以外，非本協議訂約方的任何人士不得享有<合約(第三者權利)條例>(香港法律第 623 章)下的任何權利，以強制執行本協議的任何條款。儘管本協議或<合約(第三者權利)條例>有任何相反的規定：

(a) the parties to this Agreement may terminate, rescind or agree any variation, waiver or settlement under this Agreement without the consent of any Qualified Third Parties; and
本協議的訂約方可在未經任何合資格第三者同意的情況下，終止、撤銷或同意本協議下的任何修改、豁免或和解；及

(b) No Qualified Third Party who is not a party to this Agreement may enforce any right under this Clause without first obtaining the prior written consent of the relevant licensed corporation or company in the Group who is a contracting party to this Agreement.
在未首先獲得為本協議訂約方的集團旗下相關持牌公司或公司事先書面同意的情况下，非本協議訂約方的任何合資格第三者不可強制執行本條款下的任何權利。

23. SUTABILITY CLAUSE 合適性條款

If GTSG solicits the sale of or recommends 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 GTSG may ask the Client to sign and no statement GTSG may ask the Client to make derogates from this clause.

假如富盈向閣下[客戶]招攬銷售或建議任何金融產品，該金融產品必須是富盈經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他富盈可能要求閣下簽署的文件及富盈可能要求閣下作出的聲明概不會減損本條款的效力。



FIRST SCHEDULE - MARGIN FINANCING
附件一 - 保證金(孖展)融資

1. INTERPRETATION 釋義

1.1 In this First Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below:

在本附件一內，除非文意另有所指，下列詞語將具以下釋義：

“Facility Letter” means the letter from GTSG to Client offering the Facility;

“融資安排函件”指富盈提供予客戶之有關融資之函件；

“Indebtedness” means any obligation for the payment or repayment of money, whether actual or contingent;

“債務” 指任何支付或償還金錢之責任，不論實際或或有的亦然；

“Liabilities” means the aggregate of:

“負債” 指以下各項之總計：

- (A) all present and/or future actual and/or contingent Indebtedness or other liabilities (in whatever currency they may be expressed) of Client to GTSG (whether incurred solely, severally or jointly with others and whether incurred as principal or surety) including (without limitation) all monies advanced on any current, loan or other account (whether existing or opened at any time after the date hereof), and all pecuniary obligations arising out of currency and other financial transactions; and

所有客戶現時及/或將來實際及/或或有的拖欠富盈之債務或其他責任(不論以任何貨幣顯示，亦不論客戶以主要債務人或以擔保人的身份，也不論是單獨、各別或與其他人聯同引起的)，包括(但不限於)從任何往來、貸款或其他帳戶(不論已存在或在本協議簽訂日後才開立之帳戶)中預支之所有款項，以及在貨幣和其他金融交易中引起之所有金錢上之責任；

- (B) any interest accrued in respect of the amounts and liabilities referred to in paragraph (A) above both before demand and from the date of demand to the date of payment, as well after as before judgment (whether any of the same shall have been capitalised or not); and

發出還款要求前和自發出還款要求日至付款日期間，以及作出裁決之前及之後，就上述(A)段所提及之款項和負債所引起之任何利息(不論上述任何各項是否已經予以資本化)；及

- (C) all charges, commissions and legal and other expenses incurred in any manner whatsoever by GTSG in relation to the said Indebtedness and liabilities or to this Agreement (including without limitation any foreign exchange losses and expenses incurred by GTSG in enforcing or otherwise attempting to recover any such Indebtedness or liabilities) on a full indemnity basis;

在完全彌償基準之上，富盈以任何方式就上述債務和負債或就本協議所引起之所有收費、佣金、律師費和其他費用，包括但不限於富盈在強制執行或以其他方法試圖討回任何該等債務或負債而引起之任何外匯損失及開支。

“Margin Account” means an Account which has the benefit of a Facility.

“孖展帳戶” 是指具有融資便利的帳戶。

1.2 In the event of any inconsistency between the provisions of this Agreement and this First Schedule, the provisions of this First Schedule shall prevail.

凡本協議條款與本附件一條款之間有任何不一致，以本附件一條款為準。

1.3 Terms and expressions defined in this Agreement shall have the same meaning in this First Schedule unless the context otherwise requires. References to clauses in this First Schedule shall refer to clauses contained in this First Schedule, unless the context otherwise requires.

除非文意另有所指，否則本協議內所定義之詞語在本附件一內意義相同。除非文意另有所指，本附件一中所提述的條款的是指本附件一所載的條款。

1.4 The terms of the Facility Letter and any authorisation letter given by Client with respect to the Facility shall form part of this First Schedule.

融資安排函件之條款及客戶就融資而作出之任何授權書構成本附件一之一部份。

2. MARGIN SECURITIES TRADING ACCOUNT 孖展證券交易帳戶

2.1 In consideration of GTSG granting to Client the Facility, Client charges to GTSG, by way of first fixed charge as a continuing security for the payment and satisfaction on demand of the Liabilities, all of Client's securities which are now or which shall at any time be deposited with, or come into the possession, custody or control of, GTSG or any member of the Group or any nominee or custodian appointed or agreed by GTSG, or with any person, to facilitate the provision of the Facility in respect of the Account, which shall include all dividends and other distributions made or payable in respect of such securities, and all securities (and the dividends and other distributions in respect thereof), rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities (the “Margin Securities”).

作為富盈向客戶提供融資之代價，客戶以第一固定押記之形式持續性地抵押予富盈，所有以下提述之證券作為支付及清償其被要求時須繳付之負債之擔保。該等證券乃客戶現在或在任何時候為了促成提供與帳戶相關之融資而存於富盈或任何集團成員或富盈指定或同意的任何代名人或保管人或任何人士，或由此等人士所擁有、託管或控制之所有客戶之證券，包括就該等證券而派發或支付之所有股息及其他分配，以及在任何時候以贖回、花紅、優先股、認購權、購買代價或任何形式所產生之權利或就上述證券而產生或被提供之所有證券(以及就其等分發之股息及其他分配、權利、款項或任何性質的財產(“孖展證券”))。

2.2 Client undertakes 客戶承諾：

2.2.1 at all times to maintain the level of margin specified in the Facility Letter or any other level of margin determined by GTSG from time to time (“Margin”), either by paying to GTSG sufficient monies or by depositing (or procuring the deposit of) sufficient securities with GTSG; and

通過向富盈支付足夠款項之方式，或通過在富盈存入(或促使存入)足夠證券之方式，以維持融資安排函件中規定的或富盈不時決定之孖展水平(“孖展”)；

2.2.2 forthwith upon demand to pay to GTSG such sum, in cleared funds, in cash and/or deliver to GTSG such additional securities as additional or substituted security for the Liabilities;

在富盈之要求下，立即向富盈並以可自由提取使用之現金支付有關之款項及/或向富盈交付相關之額外證券，作為負債之額外或替代抵押品；

and, for the avoidance of doubt, any securities deposited with or delivered to GTSG under this clause shall form part of the Margin Securities.

為免存疑，按本條款下存放於或交付給富盈之任何證券將構成孖展證券之一部份。

2.3 Any monies received by GTSG from Client may be placed and kept to the credit of an interest bearing suspense account for so long as GTSG thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any Liabilities. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, GTSG may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.

富盈從客戶收取之任何款項，均可以在富盈認為合適之時間內存於一個生息之暫記帳戶內，但同時富盈沒有責任以該等款項或其任何部份以清償任何負債。儘管有任何該等款項，倘若發生破產、清盤、解散、債務重整協議或安排，富盈可就該等款項及負債之全數或任何部份以尤如本抵押不存在時會採用之同樣方式，提出債權證明和同意接收相關之攤還債款或債務重整協議。

2.4 Client shall pay to GTSG on a monthly basis, in respect of the Liabilities, interest at the Normal Interest Rate specified in the Facility Letter but if any Event of Default occurs, the aforesaid Normal Interest Rate may be replaced with the Default Interest Rate specified in the Facility Letter and such replacement shall immediately become effective on the date of the occurrence of such Event of Default unless otherwise agreed in writing by GTSG.

客戶應每月按照融資安排函件內指定之正常息率支付富盈負債相關之利息；然而，若發生任何違約事項，上述正常息率將被融資安排函件內指定之違約息率所替代，而該替代將於發生該違約事項當日即時生效，除非富盈另有書面協定。不管本協議之任何規定，富盈可隨時酌情決定向客戶發出書面通知，指定另一息率，該新指定之息率應自通知日當日或通知書所指明之較後日期當日起生效。

2.5 Notwithstanding any provisions of this Agreement, GTSG may from time to time at its discretion, by written notice to Client, stipulate another interest rate, and such other rate shall apply as from the date of the notice or such later date specified in the notice. If any interest rate mentioned in this clause 2.5 or clause 2.4 above in this First Schedule would exceed the maximum lawful rate under the Money Lenders Ordinance (Cap. 163 of Laws of HK), then the maximum lawful interest rate under that Ordinance shall be applied instead. Client agrees that GTSG shall be entitled (but not be obliged), at any time and from time to time, without prior notice, to debit any Account with GTSG and/or any other account(s) of Client with other member(s) of the Group with any interest due and payable by Client in accordance with this



clause 2.5 or clause 2.4 above in this First Schedule and Client undertakes to, immediately upon demand by GTSG, do such act(s) and/or execute such document(s) as may be required by GTSG at any time and from time to time in order to give full effect to each such debit.

倘若 2.5 條款或本附件上 2.4 條款所述之任何息率高於放債人條例(香港法例第 163 章)之法定最高息率,該息率則為該條例下之法定最高息率。客戶同意,富盈有權(但無責任)可隨時及不時並無須事先通知從富盈處開立之任何帳戶或客戶在其他一個或多個集團成員處的任何一個或多個帳戶內扣除到期及客戶按 2.5 條款或本附件一以上 2.4 條款應付之任何利息及客戶承諾應富盈之要求立即作出及/或簽署富盈可能隨時及不時要求之行動及/或文件,以使每一項該等扣除全面生效。

2.6 GTSG is authorised on Client's behalf and in Client's name to:

富盈獲授權代表客戶及以客戶名義:

2.6.1 draw on the Facility or withdraw from any account maintained by Client with GTSG such sums of money in payment of the purchase price for the securities purchased or purportedly purchased for Client as evidenced by the bought note issued in Client's name and at the same time deposit into any account maintained by Client with GTSG the securities so purchased or purportedly purchased with money withdrawn from any such account. In addition, GTSG may draw on the Facility or withdraw from any account maintained by Client with GTSG such sums of money in payment of brokerage, fees, disbursements, charges and any other sums owed by Client in connection with the Margin Securities; and

從融資中或從客戶在富盈所維持的任何帳戶中提取款項,用作支付為客戶買入或宣稱為客戶買入的證券之買價(以客戶名義發出的買單為證),同時將上述從客戶帳戶中提取的款項而買入或宣稱買入的證券存入客戶在富盈所維持的任何帳戶內。此外,富盈可以從融資中提取款項或從客戶於富盈所維持的任何帳戶中提取款項用作支付經紀費、費用、開支、收費以及客戶就孖展證券所拖欠的任何其他款項;以及

2.6.2 withdraw from any account maintained by Client with GTSG such securities sold or purportedly sold for Client as evidenced by the sole note issued in Client's name and at the same time deposit into any account maintained by Client with GTSG the sums of money representing the net proceeds of sale of the securities so withdrawn and so sold or purportedly sold, or apply the same or any part thereof in or towards discharge of any Liabilities.

從客戶在富盈所維持的帳戶中提取為客戶沽出或宣稱沽出的證券(以客戶名義發出的沽單為證),同時將上述提取並沽出或宣稱沽出的證券的淨收益款項存入客戶在富盈所維持的任何帳戶內,或將該淨收益款項或其任何部份用於清償任何負債。

3. MARGIN SECURITIES 孖展證券

3.1 If Client shall pay to GTSG the whole of the amount of Liabilities without any deduction, GTSG shall at any time after such payment has been so made, upon Client's request and cost, discharge the security created hereby provided always that upon discharge GTSG shall not be bound to return securities bearing serial numbers identical with those deposited with or transferred to GTSG so long as the securities returned are of the same class, denomination and nominal amount and rank pari passu with those originally deposited with or transferred to GTSG (subject always to taking account of such events like any capital reorganisation which may have occurred in the meantime).

倘若客戶毫無扣減地向富盈支付全部負債金額,富盈將在該等款項償付後任何時間,當客戶要求並支付費用後,解除於此產生之抵押。惟當解除抵押時,富盈退還之證券,只需與原本存入或轉讓予富盈之證券屬同等級別、面值、面額及享有同樣權益(惟須考慮可能在此期間出現任何如資本重組等情況),而毋須與原本存入或轉讓予富盈之證券之編號相同。

3.2 The security conferred on GTSG is a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities, or by the closing of any Client's accounts with GTSG (whether subsequently reopened or not and either alone or jointly with others).

授予富盈之抵押乃持續抵押,不應因任何中期支付或清償全部或任何部份負債而解除,或因結束客戶在富盈處開立之任何帳戶而解除(不論是否日後重開及不論獨自或與他人聯同開立)。

3.3 The security hereby conferred on GTSG is in addition to and without prejudice to any collateral or other securities which GTSG may now or hereafter hold from or on account of Client nor shall such collateral or other security or any lien to which GTSG may be otherwise entitled (including any security, charge or lien prior hereto) or the liability of any person or persons not parties hereto for all or any part of the monies and liabilities hereby secured be in any way prejudiced or affected hereby. GTSG shall have full power at its discretion to deal with, exchange, release, modify or abstain from perfecting or enforcing any such securities or other guarantees or rights which it may now or hereafter have or to give time for payment or any indulgence to any other person or persons without discharging or in any way affecting Client's liabilities or the security created hereunder. All monies received by GTSG from Client or any person or persons liable to pay the same may be applied by GTSG to any account or any transactions to which the same may be applicable.

在此授予富盈之抵押,乃添加於且不減損富盈現有或今後可能從客戶或為客戶而持有之任何抵押品或其他保證,且富盈可能因其他原因而享有的抵押品或其他保證或任何留置權(包括在本協議之前之任何抵押、押記或留置權),或並非本協議訂約方之任何人士就本協議下保證之全部或任何部份款項和負債而承擔之責任,均不會在任何方面因在此授予富盈之抵押而受到損害或影響。富盈擁有全權酌情處理、交換、免除、修改或放棄完成,或放棄強制執行任何該等保證或其也現在或嗣後可能享有之其他擔保或權利,或對任何其他一位或多位人士給予付款寬限期或任何寬免,而不會解除或以任何方式影響客戶之負債或本協議下設立之抵押。富盈從客戶或有責任付款之任何一位或多位人士收取之所有款項,富盈可應用在任何適用之帳戶或交易。

3.4 Client shall, during the continuance of this security, pay all payments due in respect of any of the Margin Securities but GTSG may if GTSG thinks fit, make such payments on Client's behalf. Any sums so paid by GTSG shall be repayable forthwith by Client and pending such repayment, shall both carry interest at the applicable rate and be a charge on the Margin Securities.

在本抵押持續期間,客戶須支付所有有關任何孖展證券應付之款項,惟富盈若認為恰當,可代客戶付款。富盈如此支付之任何款項,客戶須立即償還,及在還款前該款項按適用息率附加利息,並成為孖展證券上之押記。

3.5 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which GTSG may be entitled under law or this Agreement, all securities, receivables, monies and other property of Client (held by Client either individually or jointly with others) held by or in the possession of GTSG at any time shall be subject to a general lien in favour of GTSG as continuing security to offset and discharge all of Client's obligations, arising from the business of dealing in securities, to GTSG and any member of its Group.

在附加於及不影響富盈在法例或本協議下,其可享有之任何一般留置權、抵銷權或其他類同權利之情況下,所有富盈持有或擁有之證券、所有應收款項、款項及客戶之其他財產(客戶單獨或聯合持有),均受制於富盈之一般留置權下作為持續抵押,以抵銷及解除客戶在證券交易業務中對富盈或任何集團成員之所有責任。

4. ACKNOWLEDGEMENT 確認

Client acknowledges and accepts, for the avoidance of doubt, that GTSG and any Group company may exercise and enforce any of the rights conferred by this Agreement subject to law, in respect of Indebtedness and Liabilities owed by Client as defined under this Schedule.

客戶確認及接受,為免生疑問,富盈及任何集團公司可就有關本附件內定義的客戶拖欠的債務及負債,在法律的規限下行使及執行任何根據本協議賦予的權利。

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 聲明、陳述、保證及承諾

Client represents, warrants and undertakes to GTSG that no other person has any interest in the Margin Securities and undertakes not to sell, grant an option over or otherwise deal in any way with or create or allow to subsist a charge, pledge or other encumbrance over the Margin Securities other than pursuant to the terms of this Agreement.

客戶向富盈陳述、聲明、保證及承諾,並無他人同時擁有有關孖展證券之任何權益,並承諾除按本協議之條款外,不會沽出孖展證券,不會授予孖展證券之期權,亦不以其他方式處理孖展證券,以及不在孖展證券上設定或允許存在抵押、質押或其他產權負擔。



SECOND SCHEDULE - INITIAL PUBLIC OFFERINGS
附件二 - 首次公開發售

1. INTERPRETATION 釋義

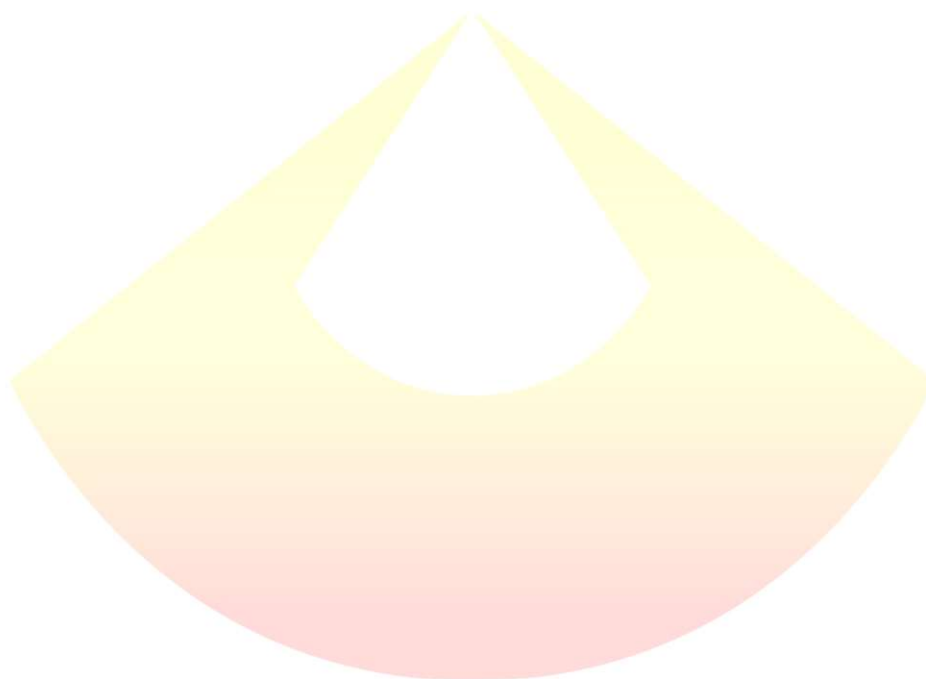
- 1.1 Terms and expressions defined in this Agreement shall have the same meaning in this Second Schedule unless the context otherwise requires. References to clauses in this Second Schedule shall refer to clauses contained in this Second Schedule, unless the context otherwise requires.
除非文意另有所指，於本協議所定義之詞語，在此附件二內含意相同。除非文意另有所指，在此附件二內所提述之條款，即指此附件二內之條款。
- 1.2 In the event of any inconsistency between the provisions of this Agreement and this Second Schedule, the provisions of this Second Schedule shall prevail.
凡本協議條款與本附件二條款之間有任何不一致之處，以本附件二條款為準。

2. INITIAL PUBLIC OFFERINGS 首次公開發售

- 2.1 Client may request GTSG to apply on Client's behalf for securities in a new issue for listing on an Exchange (an "Application") and the provisions of this Second Schedule shall apply.
凡客戶要求富盈代其認購在交易所上市之新發行證券("申購")，此附件二之條款即適用。
- 2.1.1 Client authorises GTSG to complete such application form as may be required, and represents and warrants to GTSG that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of Client.
客戶授權富盈填妥可能需要的申請表，並向富盈陳述、聲明及保證申購人必須作出在申購書上所載述或包含之一切有關客戶之陳述、聲明、保證、確認及承諾，均真實及準確。
- 2.1.2 Client agrees to be bound by the terms of the new issue and Client hereby:
客戶同意受新發行證券之條款所約束並：
2.1.2.1 warrants and undertakes that the Application shall be the only application made for Client's benefit in respect of the same issue of securities and that Client shall make no other application in that issue;
保證及承諾該申購乃在同一證券發行中為客戶利益而作出之唯一申購，及於該次證券發行，客戶不可同時進行其他申購；
2.1.2.2 authorises GTSG to represent and warrant to the Exchange that no other application shall be made or shall be intended to be made by Client or for Client's benefit;
授權富盈向交易所陳述、聲明及保證客戶不會亦不擬作出其他申購，並且不會亦不擬為客戶的利益而作出其他申購；
2.1.2.3 acknowledges that GTSG will rely on the above warranties, undertakings and authorisations in making the application;
確認富盈乃依據以上之保證、承諾及授權而進行申購；
2.1.2.4 acknowledges that GTSG accepts no responsibility to send Client the listing document which sets out the terms and conditions of the new issue of securities ("Prospectus"). By Client's application for subscriptions, Client confirms that Client has obtained such Prospectus from elsewhere, have read and understood the terms and conditions, and Client's application is not in breach of such terms and conditions. Client confirms that Client shall not request subscriptions for new issues of securities unless eligible to do so under the applicable securities legislation; and
確認富盈沒有任何責任把列明新發行證券之條款及條件之上市文件("招股書")交予客戶。對於客戶有關之申購，客戶確認已從其他地方取得招股書，並已細閱及明白其中之條款及條件，而客戶之申購亦不會違反該等條款及條件。客戶確認除非在適用之證券條例下其乃合乎資格，否則客戶不會認購新發行之證券；及
2.1.2.5 represents and warrants that he is not a connected person (as such term is defined in the Regulatory Rules) of the issuer of securities that are subject of the new issue.
陳述、聲明及保證並非有關新發行證券的證券發行者之關連人士(按監管規則下之定義)。
- 2.1.3 Client may at the same time request GTSG to provide a loan for the purpose of the Application (the "Loan"), and the following provisions shall apply:
客戶可同時要求富盈提供貸款作申購之用("貸款")，以下之條款則適用：
2.1.3.1 GTSG has the discretion to accept or reject the request for the Loan.
富盈擁有酌情權接受或拒絕該貸款要求；
2.1.3.2 Upon acceptance of a request for a Loan, GTSG shall provide a term sheet or other document(s) ("Term Sheet") to Client confirming the terms of the Loan as agreed between Client and GTSG, which shall be conclusive and binding on Client.
一旦接受貸款要求，富盈應提供合約細則或其他文件("合約細則")予客戶以確認雙方同意之貸款條款，該等貸款條款乃終論性的，並對客戶具約束力；
2.1.3.3 Prior to the provision of a Loan by GTSG, Client shall provide to GTSG a deposit for the Loan, which shall form part of the proceeds for the Application, in the amount and on or before such time as specified in the Term Sheet. Client authorises GTSG to debit from any of his accounts with GTSG an amount representing the deposit, provided that GTSG may, at its discretion, require Client to pay sufficient monies to GTSG for the deposit.
在富盈提供貸款之前，客戶應先向富盈提供按金，此按金乃組成申購款項之一部份，金額及提供時限在合約細則內列明。客戶授權富盈從其設於富盈的任何帳戶扣除一筆相當於按金的款項，但富盈可自行酌情要求客戶支付足夠款項給富盈作為按金；
2.1.3.4 Unless otherwise specified in the Term Sheet:除非合約細則內另有指明，否則：
(1) the amount of the Loan shall be the total price of the securities applied for in the Application less the amount of deposit provided by Client pursuant to this clause 2.1.3;
貸款之金額應相等於申購證券之總價格，再減去客戶根據本 2.1.3 條付出之按金；
(2) Client shall have no right to repay the Loan, in part or in full, prior to the date of repayment specified in the Term Sheet.
客戶沒有權利在合約細則中訂明之償還日期前償還部份或全部貸款。
2.1.3.5 The rate of interest applicable to the Loan shall be specified in the Term Sheet
適用於貸款的息率將在合約細則中訂明；
2.1.3.6 Where GTSG receives any refund in respect of an Application, GTSG shall have the right, at its discretion, to apply the same or any part thereof in or towards the discharge of the Loan including any interest accrued thereon or to return the same or any part thereof to Client, whether before or after the date of repayment specified in the Term Sheet.
凡富盈接獲有關申購之退款，不論是在合約細則內訂明的償還日期之前或之後，富盈均有酌情權決定將全部或部份退款用以清還貸款包括其已累積之利息，或退回上述退款或其任何部份予客戶。
2.1.3.7 In consideration of GTSG granting to Client the Loan, Client charges to GTSG, by way of fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities in or for the Account ("Interest in the Account"), which shall include, without limitation, all dividends and other distributions made or payable in respect of such securities, rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities and those securities acquired on behalf of Client by virtue of the Application in respect of which the Loan is provided. Subject to the Laws, Client authorises GTSG, for so long as the security created hereby continues, at its discretion and without notice to Client, to dispose of such Interest in the Account in settlement of Client's liability to repay or discharge any financial accommodation provided by GTSG. Upon full repayment of the Loan and the accrued interest thereon, GTSG shall discharge the security created hereby.
作為富盈向客戶發放貸款之代價，客戶以第一固定押記的形式持續性地抵押予富盈所有以下提述之證券作為對貸款及其累計利息全部償還的保證。該等證券乃帳戶內或為帳戶的所有證券("帳戶利益")其中包括但不限於上述證券所衍生的所有證券、股息及其他分配，以及於任何時候以贖回、花紅、優先股、認購權、購買代價或任何其他形式所產生之權利或就上述證券而產生或被提供的權利、金錢或任何形式的財產，以及透過貸款代表客戶申購而購入的證券。在法例的規限下，客戶授權富盈在此抵押仍持續時，得以酌情及不須通知客戶，處置該等帳戶利益以支付客戶要清償或解除由富盈所提供的任何財務融資的責任。富盈於貸款及其累計利息全部清償後，將解除於此產生之抵押。
2.1.3.8 GTSG shall have the additional rights set out in the First Schedule as if the Loan is granted under a Facility.



申購之貸款，尤如在融資安排下發放之貸款一樣，因此，富盈將擁有列明於附件一內之權利。





THIRD SCHEDULE - SPECIAL RULES FOR OPTIONS TRADED ON THE STOCK EXCHANGE OF HK LIMITED
附件三 - 香港聯合交易所有限公司有關期權交易之特別規則

1. INTERPRETATION 釋義

- 1.1 In this Third Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below:
在本附件三內，除非文意另有所指，下列語詞將具以下定義：
- “HKEx” means HK Exchanges and Clearing Limited;
“香港交易所” 指香港交易及結算有限公司；
- “HKSCC” means HK Securities Clearing Company Limited;
“香港結算公司” 指香港中央結算有限公司；
- “SEHK” means The Stock Exchange of HK Limited;
“聯交所” 指香港聯合交易所有限公司；
- “SEOCH” means The Stock Options Clearing House Limited;
“期權結算所” 指香港聯合交易所期權結算有限公司；
- “Options Account” means an Account in respect of which Client deals in options contracts to which this Third Schedule applies;
“期權帳戶” 指客戶在期權合約交易中使用之帳戶，而本附件三之條款乃適用於該帳戶；
- “Options Trading Rules” means the Options Trading Rules of the SEHK as amended from time to time;
“期權交易規則” 指聯交所不時修訂之期權交易規則；
- “Margin” means cash and/or securities and/or other assets as may be agreed from time to time, as security for Client’s obligations to GTSG under this Third Schedule.
“保證金” 指在本附件三下客戶向富盈抵押其等不時同意之現金及/或證券及/或其他資產。
- 1.2 Without prejudice to clause 1.3 below, terms and expressions defined in this Agreement shall have the same meaning in this Third Schedule unless the context otherwise requires.
在不影響以下第 1.3 條之情況下，除非文意另有規定，否則本協議內所定義之詞語在本附件三內意義相同。
- 1.3 Words and phrases not defined will have the meanings given to them in the Options Trading Rules and the Options Clearing Rules of SEOCH
未被定義之詞語及詞句之定義，應根據期權交易規則及期權結算所之期權結算規則所賦予之意義為準。
- 1.4 References to clauses in this Third Schedule shall refer to clauses contained in this Third Schedule, unless the context otherwise requires
除非文意另有所指，在本附件三內對於條款之提述，即指本附件三內之條款。
- 1.5 In the event of any inconsistency between the provisions of this Agreement and this Third Schedule, the provisions of this Third Schedule shall prevail.
凡本協議條款與本附件三條款之間有任何不一致之處，以本附件三之條款為準。

2. SPECIAL RULES FOR OPTIONS TRADED ON SEHK 有關於聯交所交易之期權之特別規則

- 2.1 This Third Schedule only applies to options contracts made pursuant to Rule 513 of the Options Trading Rules incorporating the terms and conditions applicable to such options contracts as specified by the GTSG from time to time as set out in the Options Trading Rules, and an Account in respect of which Client deals in such options contracts.
本附件三僅適用於根據期權交易規則第 513 條所訂立、當中包括經聯交所不時修訂載於期權交易規則之條款及條件的期權合約，以及適用於客戶用以交易該等期權合約之帳戶。
- 2.2 GTSG will keep information relating to an Options Account confidential, but may provide any such information to the SEHK, the SFC, HK Exchanges and Clearing Limited and SEOCH to comply with their respective requirements or requests for information.
富盈將對有關期權帳戶之資料保密，只在交易所、證監會、香港交易及結算有限公司及期權結算所之要求或請求下，提供該等資料。
- 2.3 Client confirms that: 客戶確認：
- 2.3.1 Client is not employed by any other Options Exchange Participant of the SEHK, and no employee of any other Options Exchange Participant will have a beneficial interest in the Options Account; and either
客戶不是聯交所中任何其他期權交易所參與者之僱員，任何期權交易所參與者之僱員均不會在期權帳戶中擁有實益權益；及
- 2.3.2 the Options Account is operated solely for Client’s account and benefit, and not for the benefit of any other person; or
期權帳戶只為客戶及其利益而運作，並非為其他人士之利益；或
- 2.3.3 Client has disclosed to GTSG in writing the name(s) of the person(s) for whose benefit the Options Account is being operated; or
客戶已書面通知富盈客戶代表其等利益運作期權帳戶之人士名單；或
- 2.3.4 Client has requested GTSG to operate the Options Account as an Omnibus Account, and will immediately notify GTSG, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.
客戶已要求富盈以綜合帳戶形式運作該期權帳戶，並會於富盈要求後立即通知富盈任何最終實益擁有客戶合約權益之人士的身份。
- 2.4 Laws and rules: 法例及規則：
- 2.4.1 All Exchange Traded Options Business shall be effected in accordance with all Regulatory Rules applying to GTSG. These include, without limitation, the Options Trading Rules, the Options Clearing Rules of SEOCH and the rules of the HKSCC. In particular, SEOCH has authority under the Regulatory Rules to make adjustments to the terms of Contracts, and GTSG shall notify Client of any such adjustments which affect Client Contracts to which Client is a party. All actions taken by GTSG, by the GTSG, by SEOCH or by HKSCC in accordance with such Regulatory Rules shall be binding on Client.
所有在交易所交易的期權業務應按所有對富盈適用之監管規則而成立。當中包括但不限於期權交易規則、期權結算所的結算規則及香港結算公司的規則。尤其，期權結算所有權按照監管規則修改合約之條款，而富盈應通知客戶有關影響客戶一方之合約修改。由富盈、聯交所、期權結算所或香港結算公司按照監管規則採取之任何行動均對客戶有約束力。
- 2.4.2 All the rights and authority of GTSG or the members of the Group pursuant to this Third Schedule shall be subject to the Regulatory Rules but without limitation to any other rights and remedies which GTSG or any member of the Group may have.
在本附件三賦予富盈之任何權利及權力均須遵照監管規則，但不影響富盈或任何集團成員擁有之其他權利及補償權。
- 2.4.3 Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between GTSG and Client in relation to those options series, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Regulatory Rules.
客戶同意有關於相關的期權系列之標準合約條款均適用於客戶與富盈之間就該等期權系列訂立之每一客戶合約，並所有客戶合約均按監管規則設立、行使、結算及解除。
- 2.5 Margin 保證金：
- 2.5.1 Client agrees to provide GTSG with Margin, the form of which may be agreed from time to time, as security for Client’s obligations to GTSG under this Third Schedule. Such Margin shall be paid or delivered as demanded by GTSG from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Regulatory Rules in respect of Client’s open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
客戶同意為在本附件三項下之責任向富盈提供保證金，其形式由雙方不時同意決定。該等保證金應在富盈不時要求下支付或交付。保證金需要的數額不可少於，但可多於，就客戶持有之未平倉合約或交付責任按監管規則所訂明之數額，及保證金可能被要求添加，藉以反映市值之變化。



- 2.5.2 If GTSG accepts securities by way of Margin, Client will on request provide GTSG with such authority as GTSG may require under the Regulatory Rules to authorise GTSG to deliver such securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from Client's instructions to GTSG. Except as otherwise provided or unless otherwise authorised by Client, GTSG does not have any further authority from Client to borrow or lend Client's securities or otherwise part with possession (except to Client or on Client's instructions) of any of Client's securities for any other purpose.
倘若富盈接受以證券作為保證金,客戶在接獲請求時須向富盈提供監管規則要求富盈須有之授權,致使富盈有權,直接或透過另一期權交易所參與者交付該等證券予期權結算所,以作為關於在交易所交易的期權業務(因客戶指令富盈)之聯交所期權結算所抵押品,除另有訂明外或除非客戶另有授權,富盈不具有客戶任何其他進一步授權,以任何目的,借入或借出客戶之證券,或以其他方式放棄管有客戶之證券(除非交予客戶或按客戶之指示)。
- 2.5.3 If GTSG has not received SEOCH Collateral due from Client promptly, GTSG may treat Client as being in default. GTSG may require Client to maintain SEOCH Collateral with GTSG in advance of accepting instructions from Client or may impose other requirements for the collection of SEOCH Collateral as GTSG thinks fit.
若富盈並無如期收到客戶應付的聯交所期權結算所抵押品,富盈可當客戶違約處理。富盈可於接受客戶的指示之前,預先要求客戶在富盈維持聯交所期權結算所抵押品,或為收取聯交所期權結算所抵押品,施加富盈認為合適的其他要求。
- 2.5.4 GTSG is authorised to deposit any cash balance in any of Client's Options Account with any licensed bank which GTSG considers appropriate. GTSG shall be entitled to retain any benefit resulting from such deposit.
富盈可將客戶之任何期權帳戶的現金結餘存入富盈認為合適的任何持牌銀行,富盈有權保有該等存款衍生之任何利益。
- 2.6 Client Default 客戶違約:
- 2.6.1 Without prejudice to clause 16 of this Agreement, if Client fails to comply with any of its obligations and/or to meet its liabilities under this Third Schedule, including but not limited to failure to provide Margin, and/or in any way commit default of Client's obligations under the Options Trading Rules, GTSG may without prior notice to Client:
在不影響本協議第 16 條之情況下,倘若客戶未能遵循任何在本附件三下之責任及/或承擔任何債務,其中包括但不限於未能提供保證金,及/或以任何方式違反期權交易規則下客戶應遵守之責任,富盈可以在不通知客戶之情況下:
- 2.6.1.1 decline to accept further instructions from Client in respect of Exchange Traded Options Business;
拒絕接受客戶有關在交易所交易的期權業務之進一步指示;
- 2.6.1.2 close out, give-up or exercise some or all of its Client Contracts with GTSG;
平倉、過戶或行使部份或所有客戶與富盈之間之客戶合約;
- 2.6.1.3 enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which GTSG is exposed in relation to Client's failure;
訂立合約或證券、期貨或商品交易,藉此清償因客戶違約而產生的責任,或對沖富盈因客戶未能履行責任或清償債務而須承受的風險;
- 2.6.1.4 dispose of Margin, and apply the proceeds thereof to discharge Client's liabilities to GTSG; and/or
處置保證金,並將所得收益用以付還客戶虧欠富盈之債務;及/或
- 2.6.1.5 dispose of any or all securities held for or on behalf of Client in order to set off any of its obligations and to exercise any rights of set off GTSG may have in relation to Client.
處置任何或所有為客戶持有或代表客戶持有之證券,以抵銷客戶之任何責任及行使任何富盈享有與客戶有關之抵銷權利。
- Any proceeds remaining after discharge of all Client's liabilities to GTSG shall be paid to Client.
客戶清償所有拖欠富盈債務之後,任何所餘收益應支付予客戶。
- 2.6.2 Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against Client) at such rates and on such other terms as GTSG has notified to Client from time to time. Client agrees that GTSG shall be entitled (but not obliged), at any time and from time to time, without prior notice, to debit the Account with GTSG and/or any other account(s) of Client with other member(s) of the Group with any interest due and payable by Client in accordance with this clause 2.6.2 and Client undertakes to, immediately upon demand by GTSG, do such act(s) and/or execute such document(s) as may be required by GTSG at any time and from time to time in order to give full effect to each such debit.
客戶同意支付按富盈不時通知客戶之息率及其他條款計算之所有逾期付款之利息(包括獲得針對客戶的判定債項後產生之利息)。富盈可(及現獲授權)不時並無須事先通知從富盈處開立之任何帳戶或客戶在其他一個或多個集團成員處的任何一個或多個帳戶內扣除客戶按本 2.6.2 條款應付之任何利息及客戶承諾應富盈之要求立即作出及/或簽署富盈可能隨時及不時要求之行動及/或文件,以使每一項該等扣除全面生效。
- 2.7 Contracts 合約:
- 2.7.1 In respect of all Contracts effected on Client's instructions, Client will pay GTSG, within the time period notified by GTSG, Premium, GTSG's commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to Client. GTSG may deduct such Premium, commissions, charges and levies from the Options Account.
根據客戶指示訂立之所有合約,客戶須在富盈所通知之期限內支付已通知客戶之期權金、富盈之佣金及任何其他費用,以及聯交所之適用徵費予富盈。富盈亦可在期權帳戶中扣除該等期權金、佣金、費用及徵費。
- 2.7.2 GTSG may place limits on the open positions or delivery obligations that Client may have at any time. Client acknowledges that:
富盈可限制客戶在任何時候持有之未平倉合約或交付責任,客戶確認:
- 2.7.2.1 GTSG may be required to close out Client Contracts to comply with position limits imposed by the SEHK; and
富盈可能被要求把客戶合約平倉以符合聯交所設下之持仓限制;
- 2.7.2.2 if GTSG goes into default, the default procedures of the SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between Client and another Options Exchange Participant of the SEHK.
倘若富盈違反約定,聯交所之違約程序可能導致客戶合約被平倉或被另一份客戶與聯交所之其他期權交易所參與者之間之客戶合約所替代。
- 2.7.3 At Client's request, GTSG may agree to the Client Contracts between GTSG and Client being replaced, in accordance with the Regulatory Rules, by Client Contracts between Client and another Options Exchange Participant of the SEHK.
在客戶之要求下,富盈可能會同意把與客戶訂立之客戶合約在依據監管規則下,被客戶與聯交所之其他期權交易所參與者之間之客戶合約所替代。
- 2.7.4 On exercise of a Client Contract by or against Client, Client will perform its delivery obligations under the relevant contract, in accordance with the Standard Contract and as Client has been notified by GTSG.
行使客戶合約之時,客戶應按標準合約及富盈對客戶之通知,履行在有關合約下的交付責任。
- 2.7.5 The Client shall be responsible for notifying the SEHK or other relevant Regulators in the event that Client holds a reportable position (as defined in the Securities and Futures (Contract Limits and Reportable Positions) Rules (Cap. 571Y of the Laws of HK) or other applicable rules or regulations).
當客戶持有須申報之持仓量(按證券及期貨(合約限量及須申報的持仓量)規則(香港法例第 571Y 章)或其他適用之規則或規例中之定義),客戶須負責通知聯交所或其他有關規管機構。
- 2.7.6 Client acknowledges that, subject to the provisions of the SFO and any other laws, GTSG may take the opposite position to Client's order in relation to any exchange traded options contract(s), whether on GTSG's own account or for the account of any member of the Group or their respective officers, employees or representatives or other clients of GTSG or any member of the Group, provided that the trading is executed competitively on or through the facilities of the SEHK in accordance with the rules, regulations and procedures of the SEHK or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.
客戶確認,在遵循證券及期貨條例及其他法律之前提下,富盈可就有關在交易所交易之任何期權交易合約,採取與客戶指令相反之倉盤,不論是為富盈本身之帳戶、任何集團成員之帳戶或其等職員、僱員或代表,或富盈或任何集團成員之其他客戶之帳戶而作出的;惟有關交易應根據聯交所的規則、規例及程序透過聯交所的設施、或根據任何其他商品、期貨、期權交易所的規則或規例透過其設施具競爭性地予以執行。
- 2.7.7 Without prejudice to clause 16 of this Agreement, when GTSG exercises any of GTSG's rights:
在不影響本協議第 16 條之情況下,凡富盈行使任何權利:
- 2.7.7.1 under clauses 2.6.1 or 2.7.2 of this Third Schedule by closing or giving-up all or any positions in Client's Options Account; or



按本附件三之第 2.6.1 條或第 2.7.2 條把任何在客戶期權帳戶內之持仓平倉或過戶；

2.7.7.2 under any other clauses in this Third Schedule by closing-out all or any positions or sale or purchase of commodities in any accounts which GTSG or any member of the Group may carry on Client's behalf or maintain with Client,

按本附件三之其他任何條款對富盈或任何集團成員代表客戶或為客戶維持之所有或任何持仓平倉或沽出或買入商品；

2.7.7.3 such closing or giving-up or closing out or sale or purchase (in this clause 2.7.7 referred to as "the transactions")

該撤銷或過戶或平倉或沽出或買入(在本 2.7.7 條稱為"交易")；

2.7.7.4 may be made on any exchange or market where the transactions are usually transacted; or

可在任何以上交易通常會交易的交易所或市場執行；或

2.7.7.5 in such manner as shall be decided by GTSG; 以富盈決定之方式執行。

Client agrees that in respect of the transactions, GTSG shall not be liable for any resulting loss. Without prejudice to the foregoing, Client shall not make any claim against GTSG concerning the manner or timing of the transactions. Client understands that in all cases, GTSG has the right to exercise closing, closing out or giving up without demand or notice. A prior demand or call or notice of such closing, closing out or giving up shall not be considered as a waiver of GTSG's above-mentioned rights.

客戶同意,富盈並不負責任何關於交易而招致之損失。在不影響以上文之情況下,客戶不能就交易方式及時間而向富盈提出申索。客戶理解在任何情況下,富盈均可行使撤銷、平倉或過戶之權利,而毋須提出要求或通知。有關撤銷、平倉或過戶之事前要求、催繳及通知,將不會被當作是富盈放棄以上提述之權利。

2.8 General 概則：

2.8.1 Client acknowledges that, although all Options Contracts are to be executed on the SEHK, Client and GTSG shall contract as principals under Client Contracts.

客戶確認,縱使所有期權合約均在聯交所中執行,客戶及富盈乃以當事人身份訂立客戶合約。

2.8.2 GTSG agrees to provide Client, upon request, with (i) the product specifications for Options Contracts and any prospectus or other offering document covering such Options Contracts and (ii) the HKEx's booklet "Understanding Stock Options (and their Risks)".

富盈同意在客戶要求下向客戶提供(i)期權合約之產品細則及任何涵蓋該等期權合約之發行章程或其他發售文件;(ii)香港交易所之小冊子<理解股票期權(及其風險)>。

2.8.3 If GTSG fails to meet GTSG's obligations to Client pursuant to this Third Schedule, Client shall have a right to claim under the Compensation Fund established under the SFO, subject to the terms of the Compensation Fund from time to time.

倘若富盈未能履行按本附件三下對客戶之責任,客戶有權依據賠償基金之不時修訂的條款,向證券及期貨條例下成立之賠償基金申索。

2.8.4 Client understands that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time.

客戶理解在有效到期日,但僅在有效到期日當天,期權系統將自動發出有關所有在價內等如或高於期權結算所不時所定比率之長倉並未平倉合約之行使指示。

2.8.5 Client may instruct GTSG to override an "automatically generated exercise instruction" referred to in clause 2.8.4 above before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

客戶可以根據期權結算所訂立之結算運作程序,在有效到期日系統終止之前,指示富盈撤銷在第 2.8.4 條中提及之"自動發出之行使指示"。

2.9 Others 其他：

GTSG shall designate a representative to be primarily responsible for Client's affairs. Client shall be notified of the name of that representative and such particulars of the licence of that representative as required by the applicable Laws. GTSG may, in its absolute discretion, at any time and from time to time, designate another representative of its to replace the first-mentioned representative and such replacement will be effective on such date as conclusively determined by GTSG. Any information provided pursuant to this clause 2.9 shall form part of this Agreement.

富盈將指定一位僱員主要負責客戶事務。該僱員的全名及適用法律要求之該僱員的牌照詳情將通知客戶。富盈可按其絕對酌情權,隨時及不時指定富盈的其他一位僱員替代首先提及之僱員,並且該替代將由富盈終論地決定的日子當日起生效。按本第 2.9 條款所提供之任何資料將成為本協議之一部份。



FOURTH SCHEDULE - CLIENT IDENTIFICATION
附件四 - 客戶身份確認

1. INTERPRETATION 釋義

- 1.1 Terms and expressions defined in this Agreement shall have the same meaning in this Fourth Schedule unless the context otherwise requires. References to clauses in this Fourth Schedule shall refer to clauses contained in this Fourth Schedule, unless the context otherwise requires.
本協議所定義之詞語與本附件四所述之意義相同，除非文意另有所指。本附件四所指的條款是指本附件四所包含的條款，除非文意另有所指。
- 1.2 In the event of any inconsistency between the provisions of this Agreement and this Fourth Schedule, the provisions of this Fourth Schedule shall prevail.
如果本協議條款與本附件四條款之間有任何不一致，則以本附件四條款為準。
2. Client shall immediately upon GTSG's request and within two (2) days (or such other time period as may be specified by GTSG) provide to GTSG and/ or a Regulator information (including, without limitation, details of identity, address, occupation, contact details and/or in the case of a corporate entity, nature and scope of business activities, source of funds, business structure, shareholdings and other information) relating to the ultimate beneficial owner(s) of the Account and/or the person(s) ultimately responsible for the giving of instructions in relation to any transaction or in relation to any dealings with any securities or investments in the Account.
在富盈提出要求之後立即並須在 2 日內(或者在富盈所規定的其他限期內)，就有關帳戶最終受益持有人及/或就任何交易、或就帳戶之任何證券或投資交易作出指示的最終負責人士，客戶須向富盈及/或監管機構提供資料(包括但不限於詳細的身份、地址、職業、聯絡詳情及/或倘屬公司實體，其業務性質及經營活動範圍、資金來源、業務架構、股權及其他資料)。
3. If Client operates the Account or effects any transaction for a collective investment scheme, discretionary account or trust, Client shall:
如果客戶為集合投資計劃、全權委託帳戶或信託進行帳戶操作或交易，客戶應當：
- 3.1 immediately upon GTSG's request and within two (2) days (or such other time period as may be specified by GTSG) provide to GTSG and/ or a Regulator the name, address and contact details of such scheme, account or trust and, if applicable, the identity, address, occupation or business structure and contact details of the person who, on behalf of such scheme, account or trust, ultimately originated the instruction to Client to operate the Account and/or effect the transaction; and
在富盈提出要求之後立即並須在 2 日內(或者在富盈所規定的其他限期內)，向富盈及/或監管機構提供該計劃、帳戶或信託之名稱、地址、聯絡詳情，以及(如適用)代表該計劃、帳戶或信託向客戶發出操作帳戶及/或交易之指令而該指令乃最終源自一人之身份、地址、職業或業務架構以及聯絡詳情；以及
- 3.2 as soon as practicable, inform GTSG when Client's discretion or power to operate the Account or to invest on behalf of such scheme, account or trust has been overridden, revoked or terminated. In such case, Client shall, immediately upon GTSG's request and within the time specified by GTSG, provide to GTSG and/or a Regulator the identity, address, occupation and contact details of the person who has given such overriding instruction or notice of revocation or termination.
在客戶代表該計劃、帳戶或信託進行帳戶操作或投資的酌情權或權力被推翻、撤銷或終止時，在切實可行的情況下盡快通知富盈。在如此的情況下，客戶須在富盈提出要求的情況下並於富盈所指定的限期內，即時向富盈及/或監管機構提供有關推翻指示或發出撤銷或終止通知的人士之身份、地址、職業及聯絡詳情。
4. If Client does not know the information referred to in clauses 2 and 3 above, Client must confirm that:
如果客戶並不知悉上面第 2 及第 3 條所述資料，客戶必須確認：
- 4.1 Client has arrangements in place which would entitle Client to obtain and provide to GTSG and/or a Regulator upon its request all such information or to procure that such information be so obtained within two (2) days;
客戶已經制定相關安排，可以在富盈及/或監管機構提出要求之時立即取得並向其/其等提供所有該等資料或在富盈及/或監管機構提出要求 2 日內促使取得該等資料；
- 4.2 Client shall, upon GTSG's request, immediately obtain all such information from any relevant third party, and provide that information to GTSG and/or a Regulator within two (2) days or such other time period as may be specified by GTSG and/or the Regulators; and
客戶須根據富盈的要求即時從任何相關第三者取得所有該等資料，並於 2 日內或富盈及/或監管機構所規定的其他限期之內向富盈及/或監管機構提供所述資料；以及
- 4.3 GTSG may, pending receipt by it and/or by a Regulator of such information, or if such information is not received within two (2) days or such other the time period as may be specified by GTSG and/or the Regulators, decide in its absolute discretion and at any time, not to act (even if such declining may result in any loss) or not to give effect to any of Client's instructions and/or to suspend or terminate the effecting of any transaction or the operation of the Account.
在富盈及/或監管機構收到該等資料之前，或者富盈及/或監管機構未能在 2 日內或在/其等規定的其他限期之內收到該等資料，富盈可以根據其絕對酌情權，隨時拒絕執行客戶任何指示(即使拒絕執行指示可能引致損失)及/或暫停或終止任何交易或帳戶操作。
5. Client confirms that Client is not subject to any Regulatory Rules, or any law of any relevant jurisdiction, which prohibits Client's performance of the obligation under this Fourth Schedule or, if Client is subject to such Regulatory Rules and/or such law, that Client or Client's own customers, as the case may be, has or have waived the benefit of such Regulatory Rules and/or such law or consented in writing to the performance by Client of the obligations under this Fourth Schedule. Client confirms that such waivers are valid and binding under the laws of all relevant jurisdictions.
客戶確認，並無任何監管規則或任何相關司法管轄區之任何法律禁止客戶履行本附件四所規定之責任，或者雖然客戶受到有關監管規則及/或有關法律所約束，但客戶或客戶本身的客戶(視乎情況而定)經已放棄有關監管規則及/或有關法律所賦予的利益，或者已書面同意客戶履行本附件四所規定之責任。客戶確認該放棄，在所有相關司法管轄區的法律之下是有效的並具有約束力。
6. The Client's obligation to provide information under this Fourth Schedule shall continue in full force and effect notwithstanding the termination of this Agreement.
本協議終止後，客戶根據本附件四提供資料的責任將繼續具有十足效力及作用。



FIFTH SCHEDULE - PERSONAL DATA
附件五 - 個人資料

1. INTERPRETATION 釋義

- 1.1 Terms and expressions defined in this Agreement shall have the same meaning in this Fifth Schedule unless the context otherwise requires. References to clauses in this Fifth Schedule shall refer to clauses contained in this Fifth Schedule, unless the context otherwise requires. 本協議所定義之詞語及與本附件五所述之意義相同，除非文意另有所指。本附件五所指的條款是指本附件五所包含的條款，除非文意另有所指。
- 1.2 In the event of any inconsistency between the provisions of this Agreement and this Fifth Schedule, the provisions of this Fifth Schedule shall prevail. 如果本協議條款與本附件五條款之間有任何不一致，則以本附件五條款為準。
2. From time to time, it shall be necessary for Client to supply GTSG with data (including "personal data" as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of HK) as amended from time to time) in connection with the establishment or continuation of accounts or the provision of services by GTSG and generally Client's relationship with GTSG in HK. This may include but will not be limited to information obtained in relation to Client's identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining Client's financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow GTSG to use or disclose, such data may result in GTSG being unable to provide, or continue to provide any of the above facilities or services to or for Client in HK or elsewhere. 關於帳戶之開立或延續，或者富盈所提供之服務以及一般性就於香港客戶與富盈之關係，客戶有必要不時向富盈提供資料(包括不時修訂的<個人資料(私隱)>條例(香港法例第 486 章)所定義之個人資料)。這可能包括但將不限於所獲取的與客戶身份(姓名、出生日期、護照/身份證號碼、地址、婚姻狀況、教育水平和就業信息)相關的信息，以及為確定客戶的財務狀況、風險偏好、收入(包括收入來源)和淨資產而收集的信息。如果無法提供或容許富盈使用或者披露該等資料，可能導致富盈無法在香港或其他地方向或為客戶提供或繼續提供上述任何設施或服務。
3. The purposes for which data may be collected, used and/or disclosed by GTSG (whether before or after the termination of Client's relationship with GTSG) are set out as follows: 富盈可能基於下列目的收集、使用及/或披露資料(不論在客戶終止與富盈的關係之前或之後亦然)：
- 3.1 the processing of applications for, and daily operation of services provided to Client or to other persons for whom Client acts as guarantor or for whom Client provides third-party security; 處理客戶、客戶作為其/其等擔保人或向其/其等提供第三方抵押的其他一位或多位人士所提出的服務申請，或向客戶或該/該等人士所提供服務的日常工作；
- 3.2 customer relationship management (including but not limited to loyalty programs or privileges and rewards schemes); 客戶關係管理(包括但不限於忠誠客戶計劃、優惠及獎勵計劃)；
- 3.3 conducting, seeking or obtaining credit checks, matching procedures, data verification, due diligence and risk management; 執行、尋求或取得信用審查、核對程序、資料確認、盡職審查以及風險管理；
- 3.4 assisting other financial institutions to conduct credit checks and collect debts; 協助其他金融機構進行信用審查及追討債務；
- 3.5 ensuring Client's or any surety's ongoing creditworthiness; 確保客戶或任何擔保人維持可靠信用；
- 3.6 maintaining Client's or any surety's credit history for present and future reference; 維持客戶或任何擔保人的信用記錄作為現在或將來參考之用；
- 3.7 improving, enhancing, designing or launching existing or new financial services or related products for Client's use (including, where appropriate, providing Client with financial advice); 改善、加強、設計或發行供客戶使用的現有的或新的金融服務或相關產品(包括在適當的情況下向客戶提供財務意見)；
- 3.8 if Client has consented (including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the Group and/or entities outside the Group in the Account Application, or otherwise marketing the following goods, products, services and facilities: 倘客戶在帳戶申請時或在其他情況已同意(包括不反對之暗示)集團成員及/或集團以外的實體使用客戶個人資料以作直接促銷的用途，藉向客戶推廣下列貨品、產品、服務和設施：
- 3.8.1 Financial services; 金融服務；
- 3.8.2 Related investment products; 相關投資產品；
- 3.8.3 Financial and investment advice; 金融與投資建議；
- 3.8.4 Client relationship management services; 客戶關係管理服務；
- 3.8.5 Client credit protection and maintenance services; or 客戶信用的保護和維護服務；或
- 3.8.6 Any other related goods, products or services that GTSG or a member of the Group may develop under paragraph 3.7 of this Fifth Schedule, unless Client instructs GTSG otherwise, and seeking or obtaining the same; 除非客戶對富盈另有指示，任何富盈或本集團成員公司可根據本附件五第 3.7 段發展其他相關的產品或服務，及尋求或取得該等產品或服務；
- 3.9 determining the amount of indebtedness owed to or by Client or any surety; 決定客戶或任何擔保人與富盈之間的債務數額；
- 3.10 collecting of amounts outstanding from Client or any surety; 向客戶或任何擔保人追收欠款；
- 3.11 meeting any requests or requirements to make disclosure under the Laws; 滿足法例所提出的資料披露請求或要求；
- 3.12 enabling an actual or proposed assignee of GTSG in connection with merger, amalgamation, reconstruction or otherwise to evaluate the transaction intended to be the subject of the assignment; 使富盈在合併、併合、重組或其他情況下的實際或建議承讓人對擬作轉讓的交易進行評核；
- 3.13 any other purpose disclosed in the website(s) of GTSG or a member of the Group from time to time; 任何其他在富盈或本集團成員公司網站上不時披露的用途；
- 3.14 commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority; 在任何法院或主管當局展開或進行答辯或以其他形式參與任何法律或行政程序；
- 3.15 satisfying any requirements under the codes on takeovers and mergers and share repurchases issued by the SFC (as amended from time to time) and/or any other applicable Laws and/or Regulatory Rules in relation to takeovers in HK and/or any part of the world; 遵守證監會頒佈(並不時修訂)的公司收購、合併及股份購回守則及/或香港及/或世界任何地方有關收購之任何其他適用法例及/或監管規則的任何要求；
- 3.16 seeking or obtaining administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, business consulting, outsourcing, or other services to GTSG in connection with the operation of its business; and 尋求或取得的行政、電訊、電腦、付款、債務追討或證券結算、託管、提供市場資料、審計、銀行、融資、保險、業務諮詢、外判服務或其他予富盈的與其業務經營相關的服務；以及
- 3.17 any other lawful purpose directly or indirectly relating or incidental to any of the above. 任何與上述直接或間接有關或附帶的用途。
4. Data held by GTSG relating to Client, any surety and/or the Account shall be kept confidential but GTSG may, at its sole discretion, provide such information to the following persons for direct marketing purposes (where consented (including an indication of no objection) by Client) or any other purposes permitted by this Fifth Schedule: 富盈所持有關於客戶、任何擔保人及/或帳戶的資料必須保密，惟富盈可以根據其獨有酌情權向下列人士提供該等資料作直接促銷用途(當客戶同意(包括不反對之暗示)時)或附件五所允許的任何其他用途：
- 4.1 any agent, contractor or third party service provider (whether in HK or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, risk management, business consulting, outsourcing, customer relationship management, marketing or other services to GTSG in connection with the operation of its business; 任何向富盈提供行政、電訊、電腦、付款、追討債務、證券結算、託管、提供市場資料、審計、銀行、融資、保險、風險管理、業務諮詢、外判服務、客戶關係管理、營銷或其他富盈業務運作相關服務的代理人、承辦商或第三方服務供應商(不論在香港或其他地方)；
- 4.2 any branch or office of GTSG or any member of the Group, whether in HK or elsewhere; 在香港或其他地方的富盈分支機構、辦事處或在香港或其他地方的任何集團成員；
- 4.3 any person acting or proposing to act as surety; 作為擔保人或擬作為擔保人的任何人士；



- 4.4 any person under a duty of confidentiality to GTSG (or any member of the Group) or who has undertaken to keep such information confidential; 對富盈(或任何集團成員)負有保密責任或者已經承諾對該等資料保密的任何人士;
- 4.5 any financial institution with which Client has or proposes to have dealings; 與客戶進行交易或擬作交易的任何金融機構;
- 4.6 credit reference agencies and, in the event of default, to debt collection agencies; 信貸資料服務機構; 如果客戶欠帳, 可將資料提供予債權追討機構;
- 4.7 the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; 向出票人提供已付款支票副本(其中可能載有收款人資料)的付款銀行;
- 4.8 any actual or proposed assignee or transferee of GTSG; 富盈任何實際或提議的承讓人或受讓人;
- 4.9 any person or entity who has established or proposes to establish any business relationship with GTSG or the recipient of the data; and 與富盈已經建立或擬建立任何業務關係的任何人士或實體或資料接受人; 以及
- 4.10 any person in accordance with the Laws or Regulatory Rules including through or pursuant to any rules, judgment, decision or ruling of the courts, arbitral tribunals, Financial Dispute Resolution Centre Limited, governmental, regulatory or other bodies or institutions, whether as required by the Laws and Regulatory Rules that are applicable to any member of the Group, or otherwise, or any company issuing a notice under section 329 of the SFO. 符合法律或任何監管規則(包括通過或根據法院、仲裁庭、金融糾紛調解中心有限公司、政府、監管或其他團體或機構的任何規則、判決、決定或裁決)的任何人士, 不論是根據法律或監管規則適用於任何集團成員的規例或其他規定之要求或其他情況; 或者發出<證券及期貨條例>第 329 條所指通知的任何公司。
5. Client agrees that data may be transferred overseas pursuant to the provisions of this Fifth Schedule. 客戶同意, 有關資料可以根據本附件五的條款轉移到海外。
6. Client acknowledges and accepts the risks that the information disclosed pursuant to this Fifth Schedule may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in HK due to difference in applicable laws and regulations. 客戶確認並接受, 根據本附件五作出資料披露的風險可能包括接收人根據其在國家之法律向其他人披露資料。而由於適用法律及規例的不同, 與香港的情況相較, 有關法律的適用範圍可能較廣, 其執行亦可能較寬鬆。
7. Client agrees to allow GTSG to disclose Client's data for the purposes and to those persons as set out in this Fifth Schedule and to use such data pursuant to this Fifth Schedule. 客戶同意容許富盈可為本附件五所列之目的及向於本附件五所列人士披露客戶資料及可按本附件五使用該等資料。
8. Where Client supplies GTSG with any data (including personal data), Client represents and warrants to GTSG that Client has taken all action necessary to authorise the disclosure of such data to GTSG and the use by GTSG of such data pursuant to this Agreement. 當客戶向富盈提供任何資料(包括個人資料)時, 客戶向富盈陳述、聲明並保證, 客戶已經採取一切必要行動獲授權可向富盈披露及容許富盈可按本協議使用該等資料。
9. Client may request to ascertain whether GTSG holds Client's personal data and GTSG's policies and practices in relation to personal data. Further, Client may request access to and correction of Client's personal data. Client also has the right to be informed about the kind of personal data held by GTSG and which items of data GTSG routinely discloses to credit reference agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency. Any requests should be made in writing with fourteen (14) days advance notice to the Compliance Department, Room 2106, 21/F, Yardley Commercial Building, 3 Connaught Road West, Hong Kong or such other address as GTSG may subsequently notify from time to time. GTSG may charge a reasonable fee for processing any data access request. 客戶可要求確定富盈是否持有客戶的個人資料及關於個人資料富盈之政策及實務。再者, 客戶可以查詢及更改客戶個人資料。客戶亦有權了解富盈持有的個人資料之種類及富盈常規性地向信貸資料服務機構所披露的資料項目, 並有權獲得進一步的資料, 以便向相關信貸資料服務機構作出查詢及更改資料的要求。任何有關要求應提前 14 日以書面通知寶利國際興業有限公司合規部主管, 地址為香港上環干諾道西 3 號德利商業大廈 21 樓 2106 室或富盈日後所公佈之其他地址。富盈可能會收取合理費用, 以處理任何查閱資料之要求。
10. Where GTSG grants any credit facilities to Client or to another person for whom Client acts as guarantor, in the event that Client or the borrower defaults in repayment for a period exceeding sixty (60) days or such other period as prescribed by the laws or the relevant Regulators from time to time, data (which has been provided by GTSG to the relevant credit reference agency) may be retained by that credit reference agency until the earlier of five (5) years from the date of final settlement of the amount in default and five (5) years from the date of Client's discharge from bankruptcy as notified to that credit reference agency. In the event of termination of the relevant account by full repayment and on condition that there has not been, within five (5) years immediately before account termination, any material default on that account, Client may instruct GTSG to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated account but such instruction should be given within five (5) years after account termination. 當富盈提供融資安排予客戶或客戶作為其擔保人的另一人士時, 倘若客戶或借款人拖欠還款超過 60 日或者法律或相關監管機構不時規定的其他期限, 有關信貸資料服務機構可以保留富盈向其提供之資料直至欠款最終清償之日起計 5 年屆滿為止或該信貸資料服務機構接獲客戶解除破產通知之日起計 5 年屆滿為止, 以較早的日期為準。倘相關帳戶因全數還款而結束, 及若在帳戶結束前 5 年為沒有重大欠帳; 則客戶有權指示富盈向有關信貸資料服務機構提出請求將關於已結束帳戶之任何帳戶資料從其資料庫內刪除, 但該指示須於帳戶結束後 5 年內作出。
11. Without limiting the other provisions of this Fifth Schedule where Client applies for credit (including any loan, overdraft facility or any other kind of credit) to be granted to Client or to another person for whom Client acts as guarantor, the data which Client provides to GTSG may be passed on to a credit reference agency or, in the event of a default, to a debt collection agency in accordance with the provisions of the code of practice on consumer credit data approved and issued under the Personal Data (Privacy) Ordinance as amended from time to time. 在無限制本附件五之其他條款下, 當客戶申請向其或向客戶作為其擔保人的另一人士授予信貸安排(包括任何貸款、透支服務或任何類型的信貸), 客戶向富盈所提供的資料可能會被移交至信貸資料服務機構或債權追討機構(後者適用於拖欠債務的情況), 但必須合乎根據不時修訂的<個人資料(私隱)條例>下所頒佈的個人信貸資料實務守則的條文。
12. For the purposes of this Fifth Schedule, if applicable, account data may include account general data (i.e. general particulars of the relevant account such as account opening date, repayment terms, whether Client as a borrower or guarantor, approved loan amount, repayment terms) and account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue). 就本附件五而言, 若適用, 帳戶資料可包括帳戶一般資料(即相關帳戶的一般細節, 例如開戶日期、還款條款、客戶是借款人或擔保人、批核的貸款金額、還款條款)以及帳戶還款資料(例如已償還金額、貸款未清還餘額, 欠款資料包括拖欠金額及拖欠日數)。
13. Without prejudice to the right of GTSG to rely on grandfathering provision(s) or exemption(s) under the Personal Data (Privacy) Ordinance as amended from time to time or other applicable law, by consenting (including an indication of no objection) to the use of Client's personal data for direct marketing purposes by members of the Group in the Account Application, or otherwise Client agrees and consents that GTSG may send by telephone, mail, email or other electronic means to Client from time to time direct marketing materials or messages relating to services or products which, in the opinion of GTSG, Client may be interested in. Client agrees that to the extent permitted by Laws and the Regulatory Rules the consent herein shall constitute specific opt-in for the purpose of any applicable privacy rules or regulations. Notwithstanding this, Client may at any time request not to receive such direct marketing materials or messages from GTSG if Client so requests in writing to GTSG at this address: Compliance Department, Room 2106, 21/F, Yardley Commercial Building, 3 Connaught Road West, Hong Kong or such other address as GTSG may subsequently notify from time to time. Unless and until Client has so requested in writing, Client shall be deemed to be willing to receive any such information. 在無損富盈依賴不時修訂的<個人資料(私隱)條例>下原有的條文或豁免, 通過同意(包括不反對的暗示)集團成員在帳戶申請時使用客戶個人資料以作直接促銷用途, 客戶同意, 富盈可以透過電話、郵寄、電郵或其他電子方式, 不時向客戶發送富盈認為客戶可能有興趣並且與服務或產品相關的直接促銷材料。客戶同意, 在法律或監管規則許可的前提下, 在此作出的同意即被視為滿足任何適用的私隱規則或規例的特定選擇接收之要求。雖然如此, 客戶可以隨時透過書面方式, 向富盈要求不再接收有關直接促銷材料或訊息。除非客戶已經提出書寫要求, 否則客戶將被視為願意接收任何該等資訊, 地址為香港上環干諾道西 3 號德利商業大廈 21 樓 2106 室寶利國際興業有限公司合規部主管或富盈日後不時公佈之其他地址。



14. The contents of this Schedule may be updated by GTSG by giving written notice to Client at any time. 富盈可隨時就更新本附件向客戶發出書面通知。



SIXTH SCHEDULE - The E-SERVICE
附件六 - 電子服務

1. INTERPRETATION 釋義

1.1 In this Sixth Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below: 在本附件六中，除非文意另有所指，下列詞語具有以下含義：

“Access Codes” means together any Key File (if applicable), Password and the Login ID;

“接達密碼” 統指任何鎖碼檔案(若適用)、密碼及登入識別碼；

“E-Service” means the Internet or other facility provided by, and/or on behalf of, GTSG which enables Client to give electronic Instructions in accordance with the terms of this Agreement, whether in HK or elsewhere, and to receive information and related services;

“電子服務” 指由富盈及/或代表富盈所提供的互聯網或其他設施，以便客戶在香港或其他地方根據本協議條款發出電子指示以及接收資訊及相關服務；

“Instruction” means any offer or acceptance in relation to any Securities or, where applicable, any instruction in relation to the Account and “Instruct” shall be construed accordingly;

“指示” 指關於任何證券的任何要約或承諾或當適用，關於帳戶的任何指令或；

“Internet Trading Policy” means the policy relating to the operation of the E-Service as amended from time to time;

“互聯網交易政策” 指與電子服務運作有關並不時修訂的政策；

“Key File” means a computer file, disk or other device which contains a file code which may be used in conjunction with the Login ID and the Password to gain access to the E-Service;

“鎖碼檔案” 指包含檔案密碼的電腦檔案、磁碟或其他裝置，可能需要與登入識別碼及密碼一同使用以取用電子服務；

“Login ID” means personal identification used in conjunction with other Access Codes to gain access to the E-Service; and

“登入識別碼” 指與其他接達密碼一同使用以取用電子服務的個人身份識別碼；以及

“Password” means Client’s personal password, used in conjunction with other Access Codes to gain access to the E-Service.

“密碼” 指客戶的個人密碼，與其他接達密碼一同使用以取用電子服務。

1.2 Terms and expressions defined in this Agreement shall have the same meaning in this Sixth Schedule unless the context otherwise requires. References to clauses in this Sixth Schedule shall refer to clauses contained in this Sixth Schedule, unless the context otherwise requires.

本協議所定義之詞語與本附件六所述之意義相同，除非文意另有所指。本附件六所指的條款是指本附件六所包含的條款，除非文意另有所指。

1.3 In the event of any inconsistency between the provisions of this Agreement and this Sixth Schedule, the provisions of this Sixth Schedule shall prevail.

如果本協議條款與本附件六條款之間有任何不一致，則以本附件六條款為準。

2. GTSG may at its discretion provide Client with the E-Service on the terms of this Agreement, and the provisions of this Sixth Schedule apply if GTSG provides Client with the E-Service. Client agrees to use the E-Service in accordance with the terms of this Agreement.

富盈可行使其酌情權，按本協議條款向客戶提供電子服務。若富盈向客戶提供電子服務，則本附件六條款得以適用。客戶同意使用電子服務必須遵照本協議之條款。

3. Client understands that the E-Service is a semi-automated facility which enables it to send electronic Instructions and receive information services. Client acknowledges that notwithstanding anything to the contrary contained herein or in any other document (written form or otherwise), GTSG shall have the absolute discretion to determine the functions of E-Services available to Client and such functions may be changed by GTSG at any time and from time to time without notice to or consent from Client and without assigning any reason therefor. Client further acknowledges receipt of the Access Codes and agrees to be the sole user of the Access Codes and not to disclose the Access Codes to any other person; and to be solely responsible for the confidentiality, use and protection of the Access Codes and all Instructions entered through the E-Service using the Access Codes. Client agrees that neither GTSG nor GTSG’s directors, officers or employees shall have any liability to Client, or to any other person whose claim may or may not arise through Client, for any claims with respect to the handling, mishandling or loss of, or loss of confidentiality of, any Instruction. 客戶明白，電子服務為半自動設施，讓客戶發出電子指示，並接收信息服務。客戶確認，儘管本文或任何其他文件(不論以書寫或其他形式)另有規定，富盈有絕對的權力決定客戶可取得之電子服務的功能，及富盈可隨時及不時更改該等功能並無須給予客戶通知或獲得客戶之同意亦無須給予任何理由。客戶再確認已經收到接達密碼，並同意作為接達密碼的唯一使用者，並且不會向任何其他人士透露接達密碼；同時客戶同意獨自負責接達密碼的保密使用及保護以及所有透過電子服務利用接達密碼輸入的指示。客戶同意，富盈、富盈的董事、高級職員或僱員概無須就任何有關處理、錯誤處理或遺失任何指示或其保密性，而對客戶、或不論是否經由客戶提出申索的任何其他人士承擔任何責任。

4. GTSG may, at any time and from time to time, block Client’s access to and/or use of the E-Service (or any part thereof) without prior notice to or any consent from Client and without assigning any reason therefor.

富盈可隨時及不時禁止客戶進入及/或使用電子服務(或其任何部份)而無須給客戶事前通知或取得客戶任何同意，並無須給予任何理由。

5. Client shall forthwith notify GTSG if:

客戶須即時通知富盈以下情況：

5.1 An Instruction has been placed through the E-Service and Client has not received an accurate acknowledgment receipt of the Instruction (whether by hard copy, electronic or verbal means) within one working day of the Instruction and the aforesaid “working day” means a day when GTSG opens for business in HK; 客戶已經透過電子服務發出指示，但在該指示發出的一个工作日内尚未收到有關收到該指示的正確收條(不論透過書面、電子或口頭方式)，前述之“工作日”指富盈於香港開門營業的日子；

5.2 Client has received notification (whether by hard copy, electronic or verbal means) of a transaction which Client did not Instruct; 客戶並未發出指示，但收到有關一項交易通知(不論透過書面、電子或口頭方式)；

5.3 Client becomes aware of any apparent unauthorised use of any of Client’s Access Codes; 客戶察覺其接達密碼明顯未經授權而被使用；

5.4 Client experiences any problems in accessing its Account through the E-Service; or 客戶在通過電子服務進入帳戶時遭到任何問題；或

5.5 Client loses, fails or is otherwise unable to adequately protect confidentiality of the Access Codes. 客戶遺失接達密碼，或者未能或無法給予對接達密碼足夠的保密

6. Any risk, including (without limitation) the risk of transmission error, transmission failure, delay, unauthorised access and unauthorised use, arising from or related to the access to and/or use of the E-Service by Client and/or any software or equipment for accessing and/or using the E-Service (whether provided by GTSG or otherwise), is at the risk of Client. Client shall provide and maintain, at Client’s own risk and cost, the connection equipment (including personal computers, mobile trading devices and modems) and services for accessing and using the E-Service. Client shall be solely responsible for preventing anything which may be harmful to any such equipment (including, without limitation, computer virus, malicious program or harmful component) from entering into any such equipment, whether or not it is originated from GTSG’s websites (including, without limitation, the Group’s Website and the website comprising E-Service), whether maintained or provided by or on behalf of GTSG, (together, the “Websites”) and, if applicable, whether or not originated from anything provided by GTSG. Further, Client acknowledges that the Internet or other electronic medium (including E-Service or any part of the Websites) is an inherently unreliable medium of communication and that such unreliability is beyond GTSG’s control. Client further acknowledges that such unreliability may give rise to various consequences e.g. it may result in failure or delay in transmission of any Instruction or information or affect any function of E-Service or the timeliness, sequence, accuracy, adequacy or completeness of any Instruction or information transmitted or cause loss, or loss of confidentiality, of any Instruction or information transmitted or any transaction made on terms different from the relevant Instruction. Client understands that the aforesaid is not an exhaustive list of all consequences resulted from such unreliability. Client agrees that without limiting the generality of Clause 17.1 of this



Agreement above, GTSG shall not be responsible for any loss, damage, cost, expenses, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with such unreliability or the public nature of the Internet or other electronic medium (including E-Service or any part of the Websites).

對於因或就客戶進入及/或使用電子服務及/或透過任何軟件及/或裝置(無論是由富盈或他人提供)進入及/或使用電子服務,而產生之任何風險,包括(但不限於)傳送錯誤、傳送失敗、延遲、未經授權進入及未經授權使用的風險,客戶須自行承擔。客戶須以自負風險及費用的方式,提供並維持進入及使用電子服務所需的連接裝置(包括個人電腦、移動交易裝置以及數據機)以及服務。客戶須獨自承擔阻止任何可能損害任何該等連接裝置的東西(包括但不限於電腦病毒、惡意程式、有害成份)進入任何該等連接裝置,不論該東西是否源自或由代富盈所維持或提供的富盈網站(包括但不限於集團網站及包含電子服務之網站(統稱“網站”),亦(若適用)不論是否源自富盈所提供的任何東西。再者,客戶確認:電子服務或互聯網乃本質上不可信賴之傳訊媒介而該不可信賴性乃非富盈所能控制的。客戶再確認,該不可信賴性可能引致各種不同的後果,例如:其可能導致任何指示或資料不能或延遲被傳送,或影響電子服務的任何功能,或任何被傳送之指示或資料之及時性、順序、準確性、足夠性、或完整性或令任何被傳送之指示或資料失去或失卻保密性,或任何交易以不同於相關指示的條款達成。客戶明白,前述並非一份沒有遺漏並列舉所有因該不可信賴性而引致之後果的清單。客戶同意:在沒有限制以上本協議第 17.1 條所述的一般性之情況下,直接或間接因該不可信賴性或互聯網或其他電子媒介(包括電子服務或網站的任何部份)之公眾性質而產生的任何損失、損害賠償、支出、費用、索求或責任(不論屬任何性質),富盈將一概不會負責。

7. Client shall use information and materials available through the E-Service for its own needs and shall not resell to any third party or otherwise allow or permit any third party's access to or use of any such information or materials or otherwise deal with it/them in any way.
子服務所提供的資料僅供客戶自身使用,客戶不得轉售予任何第三者、或以其他方式容許他人取覽或使用或者以任何方式處置該/該等資料。
8. Client acknowledges that the E-Service, the Websites, information available via or on the E-Service and/or any part of the Websites and the software comprised in the E-Service and/or any part of the Websites are proprietary to GTSG and/or its agents, partners or contractors. Client warrants and undertakes that it shall not, and shall not attempt to,
客戶確認,電子服務、網站、透過或於電子服務及/或網站之任何部份所提供之資料及電子服務及/或網站之任何部份所包含的軟件均屬於富盈及/或其代理人、合作伙伴或承辦商所擁有。客戶保證及承諾,不會(亦不會嘗試):
 - (i) tamper with, modify, de-compile, reverse-engineer or otherwise alter in any way, or 干擾、更改、拆解、逆改設計或以其他方式修改,或
 - (ii) gain unauthorised access to or make unauthorised use of 未獲授權進入或未獲授權使用;any part of the E-Service or any part of the Websites or any information available via or on the E-Service or any part of the Websites or any of the software comprised in the E-Service or any part of the Websites. Client acknowledges that GTSG may take legal action against it, if Client at any time breaches this warranty and undertakes or if GTSG at any time reasonably suspects that Client has breached the same. Client undertakes to notify GTSG immediately if Client becomes aware that any action described in this clause 8 is being perpetrated or attempted by another person.
電子服務之任何部份或網站之任何部份,或透過或於電子服務或網站任何部份所提供之任何資料,或電子服務或網站任何部份裏面包含的任何軟件。客戶確認,若客戶在任何時候違反是項保證及承諾,或富盈在任何時候合理懷疑客戶已違反是項保證及承諾,則富盈可向客戶採取法律行動。客戶承諾,如果察覺其他人士作出或意圖作出於本第 8 條款所述之任何行動,客戶須即時通知富盈。
9. Client acknowledges that in providing the E-Service, GTSG may use such authentication technologies as it deems appropriate. Client acknowledges that no authentication, verification or
客戶確認,富盈在提供電子服務時可以使用其認為適合的認證科技。客戶確認,任何認證、核證或電腦安全科技均不可能做到完全可靠或安全,客戶同意承擔未經授權進入/使用、黑客入侵或身份被盜等相關風險。
10. Client understands that GTSG shall be entitled to prepare the Internet Trading Policy (as amended from time to time) setting out the operation policy and procedures of the E-Service which shall be available on the Websites (or such part thereof as designated by GTSG from time to time) and the terms of which shall be binding on Client in respect of its use of the E-Service. The Internet Trading Policy may be amended by GTSG at any time and from time to time and each amended version shall be applicable on the effective date as specified in the relevant notice available on the Websites (or such part thereof as designated by GTSG from time to time). In the event of inconsistencies between the terms of this Agreement and the Internet Trading Policy, the terms of this Agreement shall prevail.
客戶明白,富盈有權制定並不時修訂的互聯網交易政策列明之電子服務操作政策及程序,該政策及程序可於網站(或於富盈不時指定之網站部份)取閱及就客戶使用電子服務而言,對客戶具約束力。互聯網交易政策可由富盈隨時並不時地更改,及每一更改版將於網站(或富盈不時指定之網站部份)可得到之相關通知書內所載的生效日期當日起適用。如果本協議的條款與互聯網交易政策之間存在任何矛盾,則以本協議條款為準。
11. Client acknowledges that the price quotation service (if any) available on any part of the Websites may be provided by a third party provider appointed by GTSG from time to time. Client acknowledges and agrees that GTSG shall not be responsible to Client or any other person for any losses, costs, expenses, damages, claims or liabilities of whatsoever nature which Client or such other person may suffer, directly or indirectly, as a result of or in connection with any aspect of such service including, without limitation, Client's or such other person's reliance on such service. Client shall use price quotation (if any) for its individual use only and shall not furnish such data to any other person or entity for any reason.
客戶確認,網址的任何部份所提供的報價服務(若有的話),可由富盈不時指定的第三方提供者所提供。客戶確認及同意,直接或間接因或就該服務之任何方面(包括但不限於客戶或任何其他人士對該服務之依賴)而產生的任何損失、費用、支出、損害賠償、申索或責任(不論屬任何性質),富盈概無須對客戶或該其他人士承擔責任。價格報價(若有的話)僅供客戶使用,客戶不得基於任何理由將該等數據提供予任何其他人士或實體。
12. Client understands that any part of the Websites may provide, for informational purpose only, data regarding Securities and/or other investments published by third parties. 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. Client understands that whilst GTSG believes such data to be reliable, there is no independent basis for GTSG to verify or contradict the accuracy or completeness of such data. Client understands that no recommendation or endorsement from GTSG shall be inferred from such data.
客戶明白,網址的任何部份可能提供由第三方刊發有關證券及/或其他投資數據(僅作為資訊用途)。因市場波動及數據傳送過程的延誤,該等數據可能並非相關證券或投資的實時市場報價。客戶明白,雖然富盈相信該等數據可靠,但沒有獨立基準可供富盈核實或否定該等數據的準確性或完整性。客戶明白,不應從該等數據而推斷富盈作出任何推薦或認可。
13. Client acknowledges and agrees that GTSG does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of any information provided by or via the E-Service or on or via the Websites (or any part thereof) and any such information is provided on an "as is", "as available" basis. GTSG gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to such information. Further, Client acknowledges that GTSG gives no express or implied warranties, representations or undertakings with respect to the prices available from or via E-Service at which Client may make offers in respect of Securities (including, without limitation, any warranty, representation or undertaking that such prices are real-time market quotes or best available market prices).
客戶確認及同意,富盈並不保證任何由或經電子服務或於或透過網站(或其等任何部份)所提供或所載之資料其及時性、順序、準確性、足夠性或完整性,而任何該資料乃以“現況”、“現有”的基礎提供。富盈沒有就該等資料作出明示或默示保證(包括但不限於可商售性或就某一用途的適合性之保證)。再者,客戶確認,關於由或經電子服務可取得之價格(可作為客戶就證券而作出的要約價格),富盈沒有作出明示或默示保證、陳述、聲明或承諾(包括但不限於任何保證、陳述、聲明或承諾該等價格乃實時市場報價或最佳可取得之市價)。
14. Client accepts the risks of receiving or gaining access to services and communication and conducting transactions via the E-Service or over the Internet or by other electronic means or facilities.
客戶接受經由電子服務或互聯網或其他電子方法或設施獲得或取得之服務及通訊以及經由電子服務或互聯網或其他電子方法或設施進行交易所帶來的風險。



15. Client shall, forthwith upon GTSG's demand from time to time, pay to GTSG such applicable costs, charges, expenses, fees, taxes, levies, duties, brokerages, commissions and other applicable remuneration and payments in respect of any transaction via the E-Service and/or the provision to Client of the E-Service (or any part thereof) as notified in writing by GTSG to Client from time to time.
客戶須按富盈不時之要求，立即向富盈支付那些由富盈不時以書面通知客戶關於透過電子服務的任何交易及/或關於向客戶提供電子服務(或其任何部份)之適用成本、收費、開支、費用、稅項、徵費、稅款、經紀費、佣金及其他適用酬金及款項。
16. Client consents that any document (including, without limitation, any Advice), information, notice or communication may be given or presented to or exchanged with Client electronically on, via or over the Internet, the E-Service and/or any part of the Websites. Any document (including, without limitation, any Advice), information, notice or communication so given or presented to or exchanged with Client as aforesaid shall be deemed to have received by it immediately upon despatch. However, all notices and communications given or delivered to GTSG electronically on, via or over the Internet, the E-Service and/or any part of the Websites shall be deemed to have been given or delivered to GTSG on the day of actual receipt by it.
客戶同意，可以電子形式在或透過互聯網、電子服務及/或網站的任何部份，將任何文件(包括但不限於任何通知書)、資料、通知或通訊給予客戶或向客戶出示或跟客戶交換。任何如上述給予客戶或向客戶出示或跟客戶交換之文件(包括但不限於任何通知書)、資料、通知或通訊在發出之時將被視為已被客戶接獲。但所有以電子形式在或透過互聯網、電子服務及/或網站的任何部份向富盈發出或交付的通知及通訊均於富盈實際收訖當日才被視作已向其發出或交付。
17. Client agrees that should it experience any problems in accessing to and/or using the E-Service, it shall attempt to use the alternative method to communicate with GTSG (whether or not for the purpose of any transaction) and inform GTSG of the difficulty it is experiencing.
客戶同意，若客戶進入及/或使用電子服務遭受任何困難，客戶須嘗試使用其他方法與富盈溝通(不論是否為任何交易)，並把所遇困難知會富盈。
18. Client understands that each association/entity asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. Client also understands that no party guarantees the timeliness, sequence, adequacy, accuracy or completeness of market data or any other market information. Client agrees that neither GTSG nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or related message, or the transmission or delivery of the same, or non-performance or interruption of any such data, message or information due to any negligent act of GTSG or any disseminating party, or to any force majeure event, or any other cause beyond GTSG's control or the reasonable control of any disseminating party.
客戶明白，就第三方所發佈的市場數據，提供該等數據的各個機構/實體均主張擁有所有權。客戶亦明白到，任何一方均無擔保市場數據或任何其他市場資訊乃及時、有序、充分、準確，或完整。如果由於任何該等數據、資料或相關訊息有任何不準確、錯誤、延遲或遺漏或其等之傳送或交付或富盈或任何發佈資料一方之任何疏忽作為，或者任何不可抗力事件，或者富盈或任何發佈資料一方不能合理控制之任何其他原因，而造成任何該等數據、訊息或資料不能履行或遭受干擾，並引致任何損失或損害賠償，富盈或任何發佈數據一方均無須負責。
19. Client acknowledges and agrees that there are risks of misunderstanding or errors in any communication (including any communication or Instruction via the E-Service) and that such risks shall be absolutely and solely borne by Client.
客戶確認及同意，任何通訊(包括任何經電子服務之通訊或指示)均有誤解或錯誤的風險，而該等風險須絕對由客戶獨自承擔。
20. Client acknowledges and agrees that each Instruction once given cannot be revoked and if acted on by GTSG, such Instruction shall be binding on Client. For the avoidance of doubt, any Instruction in relation to any Securities given via E-Service shall constitute an irrevocable offer which, if accepted by GTSG, shall become a binding contract between GTSG and Client. Notwithstanding anything to the contrary which may be contained in this Agreement or any other document, GTSG may, at any time and from time to time, in its absolute discretion without notice and without giving any reason therefor, decline to accept any Instruction. Client acknowledges that without prejudice to the foregoing in this clause 20, any trade confirmation issued from or via E-Service shall be merely an acknowledgement of the receipt of the relevant Instruction.
客戶確認及同意，每項指示一經發出，便不可撤銷；若富盈按其行事，該指示則會約束客戶。為免存疑，任何經電子服務發出關於證券的指示將構成一項不可撤銷的要約，而若被富盈接受，該要約將成為富盈與客戶間一份具約束力的合約。儘管本協議或任何其他文件中可能有任何相反規定，富盈可隨時及不時，按富盈絕對酌情權及無須通知並無須給予任何理由，拒絕接受任何指示。客戶確認，在無損害本第 20 條款之前文下，由或透過電子服務發出的任何交易確認僅為相關指示的收條。
21. Client understands that the order management engine used in processing Client's Instructions is, generally speaking, handled on a "First-In-FirstOut" order and accordingly, GTSG does not guarantee that any of Client's Instructions will be processed even though it may have been received.
客戶明白，用以處理客戶的指示的管理器通常是以“先進先出”方式處理指示，富盈並不保證任何客戶的指示一定會被成功處理，即使富盈可能已收到該指示。
22. If Client gives any Instruction to GTSG outside HK, Client agrees to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which such Instruction is given, and Client further agrees that it shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. Client accepts that there may be taxes and/or charges payable to relevant authorities in respect of any Instruction given outside HK, and Client agrees to pay such taxes and/or charges as applicable.
若客戶在香港以外地方向富盈發出任何指示，客戶同意確保並聲明，該指示嚴格遵守該指示發出時所在相關司法管轄區的任何適用法律。同時，客戶進一步同意，客戶有疑問時，會諮詢相關司法管轄區的法律顧問及其他專業人士。客戶接受就在香港以外地區發出的指示，可能需向相關當局支付稅費及/或費用，及客戶同意支付該等適用稅費及/或費用。
23. Without limiting the generality of Clause 17.1 of this Agreement above, Client agrees that GTSG shall not be responsible for any loss, damage, cost, expenses, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with:
在沒有限制以上本協議第 17.1 條所述的一般性之情況下，客戶同意，富盈無須就直接或間接因下列各項而產生或與下列各項有關的任何損失、損害賠償、開支、申索或責任(不論屬任何性質)負上任何責任：
23.1 Client's access to and/or use of the Internet or other electronic medium (including E-Service or any part of the Websites) notwithstanding that such access and/or use is for accessing any website operated by GTSG and/or on GTSG's behalf and/or using any service provided by GTSG and/or on GTSG's behalf; 客戶使用互聯網或其他電子媒介(包括電子服務或網站的任何部份)，儘管該使用是為了登入由及/或代富盈運作的任何網站及/或使用由及/或代富盈提供的任何服務；
23.2 any reliance on any information obtained via Client's use of the Internet or other electronic medium (including E-Service or any part of the Websites) notwithstanding that such information is obtained from any website operated by GTSG and/or on GTSG's behalf; and 依賴客戶透過使用互聯網或其他電子媒介(包括電子服務或網站的任何部份)而獲取的任何資料，儘管有關資料乃由及/或代富盈運作的任何網站所取得；及
23.3 any other cause beyond GTSG's control or anticipation including, without limitation, any delay in the transmission, receipt or execution of any Instruction due to a breakdown or failure of transmission of communication facilities. 任何非富盈可控制或預期的其他原因，包括但不限於因通訊設施故障或傳送失敗而令傳送、收取或執行任何指示有所延誤。
24. Client agrees that notwithstanding anything to the contrary contained herein or in any other document, should there be any inconsistency between the information (including any document but not any Advice) available from or via the E-Service, the Websites, the Internet or other electronic medium (whether or not the same being available in accordance with this Agreement) and the information on GTSG's records, the information on GTSG's records shall prevail save for any manifest error and that GTSG shall accept no liability as a result of the unreliable nature of the Internet or other electronic medium (including E-Service or any part of the Websites) or other reason beyond the control of GTSG.



客戶同意，儘管本文或任何其他文件另有規定，若從或經電子服務、網站、互聯網或其他電子媒介可取得的資料(包括任何文件但並不包括任何通知書)(不論該資料是否根據本協議而可取得)與富盈記錄中的資料有任何不同之處，當以富盈記錄中的資料為準(重大錯誤者除外)，及對 因互聯網或其他電子媒介(包括電子服務及網站任何部份)之不可靠性質或其他非富盈可控制之原因而產生之責任，富盈概不負責。

25. Client understands and accepts the following risks in using the E-Service:

客戶明白及同意接受以下在使用電子服務之風險：

25.1 Risk in relation to the use of the Internet or other electronic medium

使用互聯網或其他電子媒介的風險

- (a) The Internet or other electronic media (including without limitation, where applicable, electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices) is/are an inherently unreliable form(s) of communication, and that such unreliability is beyond GTSG's control. 互聯網或其他電子媒介(包括但不限於(若適用)電子儀器，由第三方電訊服務供應商所提供的服務，例如手提電話或其他手提交易儀器)本質上乃是不可靠的通訊形式，而此不可靠性乃非富盈所能控制的。
- (b) Transactions over the Internet or through other electronic media (including without limitation, where applicable, electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices) may be subject to interruption (including, without limitation, stoppage of price data feed), transmission blackout, delayed transmission due to data volume, incorrect data transmission due to the public nature of the Internet or other electronic media or loss of information or loss of confidentiality. 互聯網或其他電子媒介(包括但不限於(若適用)電子儀器，由第三方電訊服務供應商所提供的服務，例如手提電話或其他手提交易儀器)上的交易可能會遭到干擾(包括但不限於提供價格資料有所停頓)、輸送停頓、因大量數據而延誤傳送，或由於互聯網或其他電子媒介的公眾性質而導致不正確資料傳達或失去資料或失去保密性。
- (c) As a result of such unreliability, there may be time-lags or delays in the transmission of data and receipt of Instructions and Client has to solely bear any loss resulting from any such time-lag or delay. 由於這些不可靠性，可能在傳達訊息和接受指示時會有時間上的差距或延誤，而客戶須獨自承擔因任何該時間上的差距或延誤而產生的任何損失。

25.2 Risk of Electronic Trading System 電子交易系統風險

Trading on one electronic trading system may differ from trading on other electronic trading systems. If Client undertakes transactions on an electronic system, Client shall be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that in respect of Client's Instructions, there may be transmission error, failure or delay. 透過一個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果客戶透過某個電子交易系統進行買賣，便須承受該系統帶來之風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈的結果可能會是：就客戶的指示而言，可能會有傳送錯誤、失敗或延遲。

25.3 Risk of Trading Facilities 交易設施風險

Electronic trading facilities are supported by computer-based component systems. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: Client should ask the firm with which Client deals for details in this respect. 電子交易的設施是以電腦組成之系統所支持的。然而，所有設施及系統均有可能會暫時中斷或失靈，而客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向為客戶進行交易的商號查詢這方面的詳情。

Client understands and acknowledges that the risks above disclosed do not purport to disclose or discuss all of the risks associated with using E-Service and that Client should consult Client's own independent legal and other advisors prior to entering into any transaction via E-Service.

客戶明白及確認，以上所透露之風險並非意圖透露或討論所有使用電子服務之相關風險及在透過電子服務訂立任何交易前，客戶應諮詢客戶本身及獨立之法律及其他顧問之意見。

26. Client consents and authorises GTSG to deliver the Password to Client by email ("Authorisation") to the email address specified in the Account Application and agrees to bear all risks associated with such email delivery, including but not limited to the risks of transmission error, delay, unauthorised disclosure and unauthorised use. Client agrees that the Password will be deemed to have been received by Client immediately upon despatch. Client acknowledges that once the Password is deemed to be received by Client, Client shall be the sole user of the Password and be solely responsible for the confidentiality, protection and use of the Password as well as all instructions/offers placed by using the Password. GTSG shall not have any liability to Client or any third party for any loss, damages, expense, cost, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with any such instruction/offer and/or the handling, inaccurate or incomplete transmission, delay in transmission, loss or loss of confidentiality, or the same. Client agrees at all times on demand to indemnify and keep indemnified GTSG from and against all liabilities, costs and expenses of any nature whatsoever reasonably incurred by it arising from or in any way related to its reliance and/or acting on this Authorisation (including any email address provided by Client). Client acknowledges that this Authorisation will become effective on the date of GTSG's approval of sending the Password in accordance with the terms hereof, which approval may or may not be given by GTSG in its absolute discretion.

客戶同意並授權富盈通過電子郵件(該電子郵件地址於帳戶申請中指定)的方式發送密碼("授權")，並同意承擔與該電子郵件傳遞相關聯的所有風險，包括但不限於傳輸錯誤、延遲、未經授權的披露和未經授權的使用的風險。客戶同意，一經寄發，密碼將被視為已被客戶收取。客戶確認，一旦密碼被視為已被客戶收取，客戶應是密碼的唯一用戶，並獨立對保密、密碼的保護及使用和使用密碼而設的所有指令/指示負責。富盈將不會對客戶或任何第三方的損失、損害、支出、開支、索償或任何性質的責任(無論是直接或間接任何該等指令/指示及或處理、不準確或不完整傳輸、傳輸延遲、損失或保密損失而引致或與其相關)或任何該等指令/指示及或處理、不準確或不完整傳輸、傳輸延遲、損失或保密損失承擔任何責任。客戶同意任何時候一經要求即履行彌償，並就所有責任、支出及開支(無論任何性質並由富盈合理引致或與富盈依賴及/或依據該授權(包括任何客戶提供的電子郵件地址)行動所產生的支出及開支)對富盈保持彌償。客戶確認，該授權將於富盈批准發送密碼(根據本協議條款發送；視其絕對酌情，富盈可以或以可以不批准密碼之發送)之日起生效。

27. Client acknowledges and agrees that the fees set forth in the Websites (or any part thereof) appropriately reflect the allocation of risks set forth in this Agreement. Accordingly, based on the foregoing, Client acknowledges as reasonable the exclusions of warranties and limitations on liability set forth in this Agreement. As such, Client acknowledges and agrees that if any of the exclusions or limitation of warranties or liabilities set forth in this Agreement should be deemed to be invalid, ineffective or unenforceable, or in the event GTSG is found liable for any claim arising out of or in connection with this Agreement or this Sixth Schedule, then, the entire collective liability of GTSG and/or any member of the Group shall in no circumstance exceed two (2) times the amount of fees paid by Client to GTSG in the month immediately preceding the act or omission or circumstance giving rise to a claim.

客戶確認並同意，列載於網站(或其等任何部份)的費用適當反映本協議列載的風險分配。因此，基於上述，客戶確認本協議列載之擔保排除及責任限制合理。就此，客戶確認並同意，倘本協議列載之任何擔保或責任的排除或限制被視為無效、失效或不具執行效力，或當富盈因或有關本協議或本附錄六而被認為對任何索償有責任，富盈及/或集團任何成員的全部集體責任在任何情況下將不超過客戶於引致索償產生的行為或遺漏或情形之日起的前一個日付予富盈的金額之兩(2)倍。

28. All or any part of the E-Service (or any option permitted under all or any part of the E-Service) may be provided at the sole and absolute discretion of GTSG either on an individual account basis or on the basis of all accounts maintained by Client with GTSG. GTSG shall have the right to send a notice by way of a letter, email or other electronic means to require Client to clarify or confirm its instructions relating to all or any part of the E-Service and/or any other service provided under the Agreement. Client shall have the duty to clarify or confirm its instruction as required by such notice. If GTSG does not subsequently receive any express instruction in writing from Client correcting GTSG's understanding of Client's instruction as stated in such notice by the response time limit stated in such notice, Client shall be deemed to have confirmed GTSG's understanding of the relevant instruction of Client and/or the manner in which GTSG handles or will handle Client's instruction as stated in such notice.

富盈有獨自及絕對酌情權以個別單一帳戶的形式或客戶在富盈持有的所有帳戶一併的形式提供電子服務的全部或任何部分(或其下容許的任何選項)。富盈有權以信件、電郵或其他電子方式向客戶發出通知書要求客戶澄清或確認與電子服務或本協議下提供的其他服務的全部或任何部分有關的指示。客戶有責任按該通知書的要求澄清或確認其指示。倘若富盈其後在該通知書訂明的限期內沒有收到客戶作出的糾正該通知書中所述富盈對客戶指示的理解的明確書面指示，則客戶會被視作已確認富盈就該通知書中所述有關客戶指示的理解及/或富盈處理或將處理客戶指示的方式。



SEVENTH SCHEDULE - FOREIGN LAW REQUIREMENTS
附件七 - 外國法要求

1. INTERPRETATION 釋義

1.1 Definitions 定義

In this Seventh Schedule, unless the context otherwise requires, the following words and expressions have the meanings set out below:

除非上下文另有規定，本附件七中的詞彙與術語具有以下含義：

“Close-Out Amount” means, unless otherwise specifically provided for in the transaction documentation applicable to a particular transaction or group of transactions, with respect to each terminated transaction, the amount of the losses or costs of GTSG that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of GTSG that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for GTSG the economic equivalent of the material terms of that terminated transaction. Any Close-out Amount will be determined by GTSG (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. Unpaid Amounts in respect of a terminated transaction and legal fees and out-of-pocket expenses are to be excluded in all determinations of Close-out Amounts. In determining a Close-out Amount, GTSG may consider any relevant information, including, without limitation, quotations (either firm or indicative) for replacement transactions supplied by one or more third parties and market data in the relevant market. When it is commercially reasonable to do so, GTSG may in addition consider in calculating a Close-out Amount any loss or cost (or gain) incurred in connection with its terminating, liquidating or re-establishing any hedge related to a terminated transaction. Commercially reasonable procedures used in determining a Close-out Amount may include the application of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by GTSG in the regular course of its business in pricing or valuing transactions.

“結算款項”除非在適用於特定交易或特定交易組別的交易文件中另有特別規定外，就每筆被終止交易，或在提供與其主要條款具有等同經濟效益時，在當時情況下遭受或將會遭受的損失或費用金額(以正數表示)或富盈在當時情況下實現或將會實現的收益金額(以負數表示)。任何結算款項將由富盈(或其代理)以真誠及商業上合理的程序釐定，以達致商業上合理的結果。在釐定結算款項過程中，結算款項均不包括有關某筆被終止交易的未付款項、法律費用及實付費用。在釐定結算款項時，富盈或會考慮任何相關資料，包括但不限於一個或多個第三方提供的有關替代交易的確定或參考報價，以及相關市場的市場數據。如在商業上合理的話，富盈或會在計算結算款項時額外考慮就其終止、清盤或重新設立與某一交易有關的任何對沖所產生的任何損失或費用(或收益)。釐定結算款項所用的商業合理程序可能包括應用富盈在釐定結算款項時，於日常業務過程中為交易定價或作估值時使用的定價或其他估值模型。

“FATCA” means “海外戶口稅收合規法”或“FATCA”指

- sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof; <1986 年美國國內收入法>(U.S. Internal Revenue Code of 1986)(經修訂)第 1471 條至 1474 條，或其任何修訂或繼任版本；
- any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with item (a) including as entered into by the government of HK; 政府與規管機構之間就上述(a)項訂立的任何政府間協議、諒解備忘錄、承諾及其他安排(包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排)；
- agreements between GTSG and the IRS or other regulator or government agency pursuant to or in connection with item (a); and 富盈與 IRS 或其他規管機構或政府機構根據或就上述(a)項訂立的協議；及
- any laws, rules, regulations, interpretations or practices adopted in the U.S., HK or elsewhere pursuant to any of the foregoing. 根據任何前述者在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例。

“Foreign Law Requirement” means any obligation imposed on GTSG pursuant to any future or present: “外國法要求”指向富盈施加任何義務的任何現行或今後實行的以下各項：

- foreign laws (including foreign laws in respect of which GTSG considers itself bound); 外國法律(包括富盈認為其受約束的外國法律)；
- HK laws that implement HK’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator; 執行因香港與外國政府(包括中國政府)或規管機構所訂立協議下的義務而產生的香港法律；
- agreements entered into between GTSG and a foreign government (including the government of the PRC) or regulator; 富盈與外國政府(包括中國政府)或規管機構訂立的協議；
- agreements entered into between GTSG and any counterparty or between GTSG and any issuer of securities or other investment products under or pursuant to or in connection with which GTSG is required to comply with any foreign laws or any guidelines or guidance mentioned in item (c) below; or 富盈與任何交易對手達成的，或者富盈與任何證券或投資產品發行人達成的協議，在該等協議中，富盈應當遵守任何外國法或下述第(c)項中提及的任何指引或準則；或
- guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of HK in respect of items (a) to (c). 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就上述(a)至(c)項頒佈的指引或準則。

For the avoidance of doubt, this definition includes any obligation or requirement applying to GTSG as amended or introduced from time to time, including pursuant to FATCA. 為免存疑，該定義包含適用於富盈的任何不時經修訂或頒佈的義務或規定，包括根據 FATCA 適用於富盈的義務或規定。

“Government Authority” means any government, government body, government agency or regulator, in or outside of HK, including the Inland Revenue Department of HK and the IRS.

“政府機關”指於香港境內或境外的任何政府、政府團體、政府機構或規管機構，包括香港稅務局及 IRS。

“HK” means the HK Special Administrative Region of the PRC.

“香港”指中華人民共和國香港特別行政區。

“IRS” means the U.S. Internal Revenue Services.

“IRS”指美國國家稅務局(Internal Revenue Services)。

“PRC” means the People’s Republic of China (excluding HK, Macau and Taiwan).

“中國”指中華人民共和國(不包括香港、澳門及臺灣)。

“Relevant Information” means any information, document or certification given by or relating to Client, any Ultimate Owner, any authorised representatives of the Client, any Account with GTSG or any transaction and shall include where the context permits identity information and personal data including Client’s name, address, tax payer identification number, Account numbers, Account balances or value and any payments made in respect to the Accounts.

“有關資料”指客戶提供的或關於客戶、任何最終擁有人、客戶的任何獲授權代表、於富盈開立的任何帳戶或任何交易的任何資料、文件或證明書，以及凡文意允許之處，須包括身份資料及個人資料，包括客戶的名稱、地址、納稅人識別號、帳戶號碼、帳戶餘額或價值，以及任何與帳戶有關的付款。

“Ultimate Owner” means any ultimate beneficial owner of any Account with GTSG, the person ultimately responsible for giving of instructions of any transaction, any person who act on Client’s behalf in receiving payment or any other person identified by GTSG in its sole and absolute discretion as being connected with Client.

“最終擁有人”指於富盈開立任何帳戶的任何最終實益擁有人、就發出任何交易指示負上最終責任的人士、代客戶領取付款的任何人士，或富盈按其唯一絕對酌情權識別為與客戶有關聯的任何其他人士。

“Unpaid Amounts” mean any unpaid amounts and the value of unsettled transactions together with interest thereon as determined by GTSG in good faith and a commercially reasonable manner.

“未付款項”指任何未付款項及由富盈真誠及以商業上合理方式釐定的任何未結算交易的價值，連同有關利息。

“U.S.” means the United States of America

“美國”指美利堅合眾國。

1.2 Terms and expressions defined in this Agreement shall have the same meaning in this Seventh Schedule unless the context otherwise requires. References to clauses in this Seventh Schedule shall refer to clauses contained in this Seventh Schedule, unless the context otherwise requires. 除非上下文另有所指，本協議中已有定義的詞彙及術語在本附件七中具有相同含義。本附件七中提及的條款，均指附件七中的條款，但上下文另有規定的除外。

1.3 In the event of any inconsistency between the provisions of this Agreement and this Seventh Schedule, the provisions of this Seventh Schedule shall prevail; provided, however, that this Seventh Schedule in no way seeks to limit any of GTSG’s rights under this Agreement and should be interpreted accordingly. 當本協議的條文與本附件七存在不一致時，概以本附件七的條文為準；惟本附件七並非旨在限制富盈在本協議項下的權利，以及應當據此詮釋。



2. UNDERTAKING TO PROVIDE INFORMATION 承諾提供資料

- 2.1 Client agrees that GTSG may disclose Relevant Information to any person or Government Authority, whether or not established under HK law, as required under any Foreign Law Requirement (including but not limited to FATCA) as determined by GTSG. 客戶同意，富盈可根據任何外國法要求(包括但不限於 FATCA)，向任何人士或政府機關(不論是否根據香港法例成立)披露富盈決定的有關資料。
- 2.2 Client undertakes to provide GTSG with information, documents and certifications as reasonably required by GTSG in order to meet GTSG's obligations under any Foreign Law Requirement (including but not limited to FATCA). Client acknowledges and agrees that this may include GTSG – Client Agreement January 2017 Edition 26 information, documents or certifications in connection with Client, its authorized representatives, or the Ultimate Owner. 客戶承諾向富盈提供富盈為履行其於任何外國法要求(包括但不限於 FATCA)項下的義務而合理要求的資料、文件及證明書。客戶確認及同意，這可能包括與客戶、客戶的獲授權代表或最終擁有人有關的資料、文件及證明書。
- 2.3 Client will, promptly and from time to time, supply GTSG with identity information and personal data in connection with the establishment or continuation of any Account with GTSG or provision of services. Client further acknowledges that failure to supply Relevant Information may result in GTSG being unable to effect a transaction, provide the services under this Agreement or operate or maintain any Account with GTSG; or may result in GTSG terminating the Account. It may also result in GTSG having to withhold or deduct amounts as required under any Foreign Law Requirement (including but not limited to FATCA). 客戶將不時立即向富盈提供與於富盈開立或維持開立任何帳戶或提供服務有關的身份資料及個人資料。客戶進一步確認：如未能提供有關資料，則可能導致富盈不能進行交易，或不能向客戶提供本協議項下的服務，或不能操作或維持於富盈開立的任何帳戶，或導致富盈終止帳戶，且亦可能導致富盈須根據任何外國法要求(包括但不限於 FATCA)扣繳或扣減款項。
- 2.4 Client shall notify GTSG forthwith of any change to the Relevant Information. GTSG shall be entitled to rely fully on all such Relevant Information for all purposes until GTSG is notified to the contrary in writing and any such written notification shall be duly signed by Client. Client understands and accepts that notwithstanding anything to the contrary which may be contained in this Agreement including this Seventh Schedule, any change to any such information shall not take effect until five (5) days after the actual receipt by GTSG of the relevant written notification or until such shorter period of time as may be agreed by GTSG in writing. 若有關資料有任何改動，客戶須立即通知富盈。除非富盈接獲客戶以書面通知的任何變更，否則富盈有權完全依賴該等有關資料作一切用途及任何該等書面通知須由客戶恰當地簽署。客戶明白及接受：儘管本協議(包括本附件七)或另有相反規定，任何該等資料之任何變更，只會在富盈確實收妥有關書面通知當日起計 5 日後或富盈可以書面同意之較短時間後才會生效。
- 2.5 For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes nondisclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by Client for purposes of such law. 為免存疑，倘若任何適用的禁止披露要求、保密要求、銀行業秘密要求、數據私隱要求或其他法律不允許對交易或本附件要求或允許進行披露的類似資料進行披露，但卻允許一方同意放棄上述禁止要求，則此處之同意及承諾即視為客戶為上述法律之目的作出的同意。

3. INDEMNITY 彌償

Without limiting any other indemnity provided by Client, Client will indemnify GTSG and its directors, employees and representatives against any liability, reasonable loss or expense (including tax or levy) arising from Client's instructions, Account or the provision of a service to Client, including as a result of any failure by Client to comply with this Agreement, including this Seventh Schedule, Client or other agent of Client providing misleading or false information in respect of Client or any other person or matter in connection with this Agreement, unless GTSG is guilty of wilful misconduct.

在並無限制客戶提供的任何其他彌償的情況下，客戶將就因客戶的指示、帳戶或向客戶提供服務而產生的責任、合理損失或開支(包括稅費及其他徵費)，包括因為客戶未能遵守本協議(包括本附件七)、客戶及客戶的其他代理人就客戶或任何其他人士或與本協議有關聯的事宜提供具誤導成份或錯誤的資料而引致的任何責任、合理損失或開支(包括稅費及其他徵費)，向富盈、其董事、僱員及代表作出彌償，但富盈的故意不當行為為罪行所造成者則另作別論。

4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK 同意扣減和扣繳款項及暫停交易

- 4.1 Client acknowledges and agrees that notwithstanding any other provisions of this Agreement: 管本協議內有任何其他條文，客戶確認及同意：
- (a) any payments by GTSG under this Agreement will be subject to taxes, levies, imposts, duties or other charges, withholding and/or deduction of a similar nature, at present or in the future, as required under any Foreign Law Requirement (including but not limited to FATCA), including but not limited to value added taxes, stamp duties, fines, penalties or interest payable in connection with any failure to pay or any delay in paying any of the above; 富盈根據本協議支付的任何款項，將須根據外國法要求(包括但不限於 FATCA)於目前或將來被徵稅費、徵費、稅金、關稅或其他費用，或進行類似性質的扣繳及/或扣減，該等款項包括但不限於未能支付或遲延支付上述稅費而遭致的增值稅、印花稅、罰金、處罰或利息；
- (b) any amount withheld under paragraph (a) above may be held in whatever Account or in whatever manner determined by GTSG; and 據上述第(a)段被扣繳的任何款項可於富盈決定的任何帳戶或按富盈決定的任何方式持有；並且
- (c) GTSG is not liable for any gross up, loss or damage suffered as a result of the exercising of our rights under this Clause 4.1. 富盈毋須對因富盈行使其於本第 4.1 條的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。
- 4.2 Client further acknowledges and agrees that 客戶進一步確認及同意：
- (a) GTSG has the right to refuse to carry out any instruction or perform any service under this Agreement if such instruction or service, in GTSG's opinion, is in contradiction with or constitutes a breach of any Foreign Law Requirement (including but not limited to FATCA) and/or GTSG's policies in relation thereof; 倘若富盈認為本協議項下的任何指示或服務將違反任何外國法要求(包括但不限於 FATCA)及/或富盈與之有關的政策，或者與之有所抵觸，富盈有權拒絕執行該等指示或提供該等服務；
- (b) any transaction, payment or instruction under this Agreement may be delayed, blocked, transferred or terminated as required by GTSG to meet its obligations including those under any Foreign Law Requirement (including but not limited to FATCA) as determined by GTSG; and 如富盈為履行其義務(包括任何外國法要求(包括但不限於 FATCA)項下的義務)而有需要的話，富盈可延遲、暫停、轉讓或終止本協議項下的任何交易、付款或指示；以及
- (c) Client waives any rights to claim for any loss, damage, cost or expenses suffered as a result of GTSG exercising its rights under the Seventh Schedule. 倘若因富盈行使其於附件七中的權利而致使客戶遭受損失、損害、成本或開銷，客戶於此放棄向富盈進行索償的一切權利。

5. TERMINATION 終止

- 5.1 GTSG may take such action that it deems in its sole discretion as appropriate, in respect of the Account, including without limitation suspending or closing the Account if Client fails to comply with any requirement of this Seventh Schedule in respect of any Foreign Law Requirement (including but not limited to FATCA), including failing to provide information, documents and supporting materials as required by GTSG or closure is otherwise necessary or convenient for compliance with any Foreign Law Requirement (including but not limited to FATCA). 倘若客戶未能就外國法要求(包括但不限於 FATCA)遵守本附件七的任何要求，包括未能提供富盈要求的資料、文件及支持材料，或者終結帳戶對於遵守外國法要求(包括但不限於 FATCA)而言是必要或方便的，則富盈有自主酌情權可向帳戶採取所需行動包括但不限於暫停或終結帳戶。
- 5.2 If GTSG terminates the services under this Agreement and close the Account(s) of Client, then GTSG shall have the right, by termination notice to Client, to designate a day not earlier than the day such termination notice is effective as a close-out date (the "Close-Out Date") and close out some or all of the outstanding transaction(s) in relation to the terminated Account(s) of Client at GTSG's sole and absolute discretion. For the avoidance of doubt, when exercising its right to close out the transactions pursuant to this Clause 5, GTSG is not liable for any losses or damages arising therefrom. 倘若富盈終止本協議項下的服務並終結客戶的帳戶，則富盈有權向客戶發出終止通知，其中指定某個不早於該終止通知生效日期的日子為結算日期("結算日期")，並依據富盈的唯一絕對酌情權終止并結算與客戶被終止帳戶有關的部分或全部未完成交易。為免存疑，在行使本第 5 條賦予的權利終止并結算交易時，富盈不對其中產生的任何損失或損害承擔責任。
- 5.3 GTSG shall calculate in good faith, with respect to such terminated transaction(s) as of the Close-Out Date or as soon thereafter as reasonably practicable, the early termination amount (the "Early Termination Amount") as follows: 富盈應於結算日期或在合理切實可行情況下盡快按以下方式真誠計算有關該等被終止交易的提早終止款項("提早終止款項")：
- (a) for each such terminated transaction or each group of such terminated transactions, calculate a Close-Out Amount; 就各項該等被終止交易或各組該等被終止交易計算結算款項；
- (b) calculate the Early Termination Amount being an amount equal to (1) the sum of (A) the aggregate sum of the Close-Out Amount (whether positive or negative) for each terminated transaction, (B) the Unpaid Amounts owing to GTSG and (C) any legal cost and out-of-pocket expenses incurred by GTSG in good faith less (2) the Unpaid Amounts owing to Client; and 計算提早終止款項，該款項等於(1)(A)各筆被終止交易的結算款項之總額(不論正數或負數)，(B)欠負富盈的未付款項與(C) 富盈真誠招致之任何法律費用或實付費用之和，減去(2)欠負客戶的未付款項；及



- (c) if the Early Termination Amount is a positive number, Client will pay it to GTSG; if the Early Termination Amount is a negative number, GTSG will pay the absolute value of the Early Termination Amount to Client. 若提早終止款項為正數，則客戶將向富盈支付有關款項；若提早終止款項為負數，則富盈將向客戶支付該提早終止款項的絕對值。





RISK DISCLOSURE STATEMENTS
風險披露聲明

This risk disclosure statement does not purport to disclose or discuss all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. In light of the risks involved, you (i.e. Client) should undertake a transaction only if you understand its nature, the contractual relationship into which you are entering, and the nature and extent of your exposure to risk. You should also consider whether a transaction is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. While FSHK proposes to give this general risk warning, it is not acting as your financial advisor and you must not regard FSHK as so acting. You should consult your own independent legal, tax or financial advisors prior to entering into any transaction.

本風險披露聲明並非就作出交易或交易本身的全部風險及其他重要方面進行披露或討論。有鑒於所涉及的風險，閣下(即客戶)只應在閣下明白交易的性質，閣下將要訂立的合約關係和閣下所須承擔風險的性質和程度後才進行交易。閣下亦應按閣下的投資經驗、投資目標、財政資源和其他相關條件，去考慮交易是否適合自己。即使富盈作出此一般性的風險的警告，富盈並不是亦不能被視為閣下的財務顧問。閣下應在進行任何交易前諮詢閣下自己的獨立法律、稅務或財務顧問。

RISK OF SECURITIES TRADING 證券交易的風險

- The prices of securities fluctuate, sometimes dramatically, and that 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.
證券價格有時可能會非常波動。同時，證券價格可升可跌，及甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。
- The price of securities, including without limitation, bonds, interests in unit trusts, mutual funds or other collective investment schemes fluctuates, sometimes dramatically, and may move up or down or even become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.
證券(包括但不限於債券或於單位信託基金、共同基金或其他集合投資計畫所持有的利益)的價格有時可能會非常波動，及可升亦可跌，或甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。
- Any representation of past performance is not necessarily a guide to future performance.
任何關於以往業績的陳述，未必能夠作為日後業績的指引或參考。
- Where investments involve exposure to foreign currencies, changes in rates of exchange may cause the value of the investments to fluctuate up or down.
倘若投資涉及外幣，匯率的波動或會導致投資的價值作出上下波動。
- Investments in emerging markets need careful and independent assessment by you of each investment and the risks (including without limitation sovereign risk, issuer risk, price risk, liquidity risk, legal and tax risks). Further, you should be aware that, while such investments can yield high gains, they can also be highly risky as the markets are unpredictable and there may be inadequate regulations and safeguards available to investors.
在新興市場投資，閣下需要對每項投資以及風險(包括但不限於主權風險、發行人風險、價格風險、流動性風險、法律和稅務風險)作出謹慎和獨立的分析。而且閣下亦需注意，雖然這些投資可以產生很高的回報，他們亦同時存在高風險，因為市場是不可估計，而且市場未必有足夠的規條和措施去保障投資者。
- GTSG is entitled to act upon your instructions and you cannot assume that GTSG will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.
富盈有權按閣下的交易指示行動。若閣下的交易指示因任何原因乃不合時宜或不應該進行或該等交易指示很可能會帶給閣下損失，閣下不可假設富盈會向閣下提出警告。
- Before you make any investment, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
在閣下進行任何投資前，閣下應索取有關所有佣金、開支和其他閣下須繳付的費用的明確說明。這些費用會影響閣下的純利潤(如有的話)或增加閣下的損失。

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 買賣創業板股份的風險

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 further profitability. GEM stocks may be very volatile and illiquid.
創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情况下在創業板上市。創業板股份可能非常波動及流通性很低。You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
閣下只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of HK Limited ("SEHK"). GEM companies are usually not required to issue paid announcements in gazetted newspapers.
現時有關創業板股份的資料只可以在香港聯合交易所有限公司("聯交所")所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
假如閣下對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明之處，應尋求獨立的專業意見。

RISKS OF TRADING RENMINBI SECURITIES OR INVESTING IN RENMINBI INVESTMENTS 買賣人民幣證券或投資於人民幣投資的風險

- Exchange risks and Daily Conversion Limit, etc. 外匯風險及每日兌換限制等**
Renminbi (RMB) is currently not freely convertible and there may at any given time be limited availability of RMB outside Mainland China. There is conversion risk in RMB denominated securities, and daily or other limits may apply to conversion amounts. If converting to or from RMB in HK, you may have to allow sufficient time to avoid exceeding such limits. In addition, there is a liquidity risk associated with RMB denominated securities, especially if such securities do not have an active secondary market and their prices have large bid/offer spreads. Investment in RMB denominated securities is subject to exchange rate risks. The value of the RMB against any other foreign currencies fluctuates and is affected by changes in Mainland China and international political and economic conditions and by many other factors. The value of RMB settlement amounts compared to other currencies will vary with the prevailing exchange rates in the market. For RMB products which are not denominated in RMB or with underlying investments which are not RMB-denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses).
現時人民幣不可自由兌換及可能在任何特定時間在中國大陸以外只有有限的人民幣供應。以人民幣計值的證券存有兌換風險，並且就兌換金額可能有每日或其他限制。如在香港買賣人民幣，閣下可能需要容許足夠時間以避免超過該等限制。此外，以人民幣計值的證券帶有流動性風險，特別是如果該等證券沒有交投暢旺的第二市場及他們的價格有大額買賣差價。投資於以人民幣計值的證券須承受匯率風險。人民幣對任何其他外幣的匯價會波動並且受到中國大陸及國際政治及經濟狀況及多個其他因素影響。與其他貨幣相比人民幣結算金額的價值將因應現行市場匯率而變更。就人民幣產品但並非以人民幣計值或帶有並非以人民幣計值的相關投資而言，該等產品因作投資及出售投資而須承受多重貨幣兌換成本，還須承受為履行贖回要求及其他資本規定(例如結算營運開支)而賣出資產時出現的人民幣匯率波動及買賣差價。
- Limited availability of underlying investments denominated in RMB 以人民幣計值的相關投資的有限供應**
For RMB products that do not have access to invest directly in Mainland China, their available choice of underlying investments denominated in RMB outside Mainland China may be limited. Such limitation may adversely affect the return and performance of the RMB products.
就沒有途徑於中國大陸直接投資的人民幣產品而言，他們在中國大陸以外又以人民幣計值的相關投資的可供選擇可能有限。該限制可能導致人民幣產品之回報及表現受到不利影響。
- Projected returns which are not guaranteed 無保證的預期回報**
If the RMB investment product is attached with a statement of illustrative return which is (partly) not guaranteed, you should pay particular attention to any disclosure relating to the return (or the part of the return, as the case may be) which is not guaranteed and the assumptions on which the illustrations are based, including, e.g., any future bonus or dividend declaration.
如果人民幣投資產品附有闡釋性質的聲明說明回報而該回報(部份)並無保證，閣下應特別注意有關無保證回報(或回報之部份，視屬何情況而定)的任何披露及該等說明所依據的假設，例如包括任何未來花紅或股息分派。
- Long term commitment to investment products 對投資產品的長期承擔**



For RMB products which involve a long period of investment, you should pay particular attention to the fact that if you redeem your investment before the maturity date or during the lock-up period (if applicable), you may incur a significant loss of principal where the proceeds may be substantially lower than their invested amount. You should beware of the early surrender/withdrawal fees and charges, if any, as well as the loss of bonuses (where applicable) as a result of redemption before the maturity date or during the lock-up period. 就涉及長時間投資的人民幣產品而言，閣下應特別注意如閣下於到期日前或禁售期(如適用)期間贖回閣下之投資，在贖回收益實質上低於投資額時閣下可能會招致重大本金損失。閣下應注意提早退保發還/退出計劃的費用及收費，如有，及因於到期日前或禁售期期間贖回而導致損失花紅(如適用)。

5. Credit risk of counterparties 交易對手的信貸風險

You should pay particular attention to the credit risk of counterparties involved in the RMB products. To the extent that the RMB products may invest in RMB debt instruments not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a RMB product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the RMB product and result in substantial loss.

閣下應特別注意人民幣產品中涉及的交易對手之信貸風險。在人民幣產品可能投資於不受任何抵押品支持的人民幣債務工具的範圍內，該等產品須全面承受相關交易對手之信貸風險。當人民幣產品投資於衍生工具時，亦可能出現交易對手風險，因為衍生工具發行人違責行為可能導致人民幣產品之表現受到不利影響而引致重大損失。

6. Interest rate risk 利率風險

For RMB products which are, or may invest in, RMB debt instruments, you should pay attention to the fact that such instruments may be susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products.

就屬於人民幣債務工具或可能投資於人民幣債務工具的人民幣產品而言，閣下應注意該等工具可能容易受利率波動的影響而導致人民幣產品之回報及表現受到不利影響。

7. Liquidity Risk 流動性風險

You should pay attention to the liquidity risk associated with the RMB products, and where applicable, the possibility that the RMB products may suffer significant losses in liquidating the underlying investments, especially if such investments do not have an active secondary market and their prices have large bid/offer spreads.

閣下應注意與人民幣產品相關的流動性風險，及在適用情況下，注意在出售產品本身所投資的相關投資時，人民幣產品可能蒙受重大損失的可能性，特別是如果該等投資沒有交投暢旺的第二市場及他們的價格有大額買賣差價。

8. Possibility of not receiving RMB upon redemption 贖回時並非收取人民幣的可能性

For RMB products with a significant portion of non-RMB denominated underlying investments, you should pay attention to the possibility of not receiving the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

就人民幣產品中有相當部份為以非人民幣計值的相關投資而言，閣下應注意贖回時並非全數收取人民幣的可能性。當人民幣的外匯管制及限制導致發行人不能及時取得足夠的人民幣款額，這種情況便可能出現。

9. Additional risks associated with leveraged trading 與槓桿交易相關的附加風險

Prior to conducting leveraged trading of RMB products, you should make sure that you understand and accept the risks and the terms and conditions of the borrowing arrangement. Leveraging heightens the investment risk by magnifying prospective losses. You should pay attention to the circumstances under which you will be required to place additional margin deposits at short notice and that your collateral may be liquidated without your consent. You should beware of the risk that market conditions may make it impossible to execute contingent orders, such as “stop-loss” orders. In addition, you should be mindful of your exposure to interest rate risk, and in particular, your cost of borrowing may increase due to interest rate movements.”

進行人民幣產品的槓桿交易之前，閣下應確保已經明白及接受借貸安排之風險和條款及條件。槓桿放大可能遭受的虧損，因而提高投資風險。閣下應注意在哪些情況下閣下可能被要求在短時間內存入額外的保證金及閣下之抵押品可能在未經閣下的同意下被出售。閣下應小心市場情況可能使備用交易指示，例如“止蝕”指示，無法執行的風險。另外，閣下應留意閣下須承受利率風險，特別是閣下之借貸成本可能因利率變動而增加。

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE SEHK 在聯交所買賣納斯達克—美國證券交易所證券的風險

The securities under the NASDAQ-Amex Pilot Program (“PP”) are aimed at sophisticated investors. You should consult GTSG and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the SEHK. You should only consider participating in the PP if you have sufficient means and resources to acquire and understand the relevant product and market information regarding the PP which is published on or distributed via the internet in English.

按照納斯達克—美國證券交易所試驗計劃(“試驗計劃”)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。閣下在買賣該項試驗計劃的證券之前，應先諮詢富盈的意見和熟悉該項試驗計劃。閣下應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。閣下應當僅在有足夠的辦法和資源獲得並理解通過互聯網以英文刊登和分派的關於試驗計劃的相關產品和市場資料的情況下，方考慮參加試驗計劃。

RISK OF TRADING IN DERIVATIVES AND STRUCTURED PRODUCTS GENERALLY 買賣衍生和結構性產品的一般風險

Derivative transactions (“Derivative Transactions”) can involve a range of products (including some more generally known as structured notes and also including products known as structured deposits). Such products can either be apparently simple (such as forwards or options) or highly (and perhaps individually) structured. These products can have substantial benefits for users but they carry with them substantial risks which must be clearly understood by their users. Considering the possible risks, you should ensure that you have all necessary information you require to assess a Derivative Transaction before deciding on its appropriateness for you. You should consider what you intend to achieve from the Derivative Transaction, including your financial and operational resources, and any tax and accounting considerations. You should be aware of any general framework for Derivative Transactions established by any governing body. There may also be significant regulatory or other legal considerations to be taken into account.

衍生產品的交易(“衍生交易”)可包括一系列的產品(包括通常被稱為結構性票據的產品並包括被稱為結構性存款的產品)。這些產品可以是明顯地簡單(例如期貨或期權)或複雜(或獨立的)結構。這些產品可以為用戶帶來重大利益，亦同時可以為用戶帶來重大風險，而用戶必須清楚明白這些風險。考慮到潛在風險，閣下必須確保閣下在獲得所有用以衡量一項衍生交易的必要資料後，才去決定該交易對閣下是否恰當。閣下應考慮閣下打算在衍生交易中獲取什麼，當中包括閣下有關於財政資源及營運資源，和任何稅務及會計上的考慮。閣下應注意任何監管機構對衍生交易所訂立的一般架構。閣下亦可能要對一些相關的重要法規或其他法律因素作出考慮。

For the sake of simplicity, Derivative Transactions can be divided into four basic forms, although the forms can be overlapping and one deal can be a combination of those four forms. The basic forms are swaps, options, forwards and hybrid instruments (which are asset, liability, equity or debt obligations with an embedded transaction from one of the other three categories). Derivative Transactions can be settled in cash, by delivery of property against other property or cash, or by normal hold to maturity with no cash settlements. No matter what form is involved, a common feature of all derivatives is that the obligations of one or both of the parties are based on price movements in an underlying financial asset from which the transaction is derived. This financial asset may be, for example, securities (including shares and bonds), interest rates, indices, currencies or the creditworthiness of a reference entity.

簡單而言，衍生交易可歸納為四個基本形式，雖然這些形式可能有重疊的地方，而同一交易可以是這四個形式的混合體。這些基本形式分別為掉期、期權、期貨和混合性投資工具(即資產、債務、股本或債務責任並包含其他三個基本形式中的其中一項之交易)。衍生交易可以現金交收，可通過交付充抵其他財產或現金的財產交收，或以現金交收而正常持有至到期為止。無論涉及任何形式，所有衍生工具的一個共同特徵，是一方或雙方的責任乃基於相關金融資產(交易乃由此衍生)的價格浮動，金融資產可以是，例如證券(包括股票及債券)、利率、指數、貨幣或一個參考機構的信用。

You should not enter into a Derivative Transaction unless you fully understand: 閣下不應進行衍生交易，除非閣下完全明白：

- the nature and fundamentals of a derivative and the financial asset underlying such derivative;
衍生工具的性質及其基本原素和該衍生工具的相關金融資產；
- the legal terms and conditions of the documentation for such derivative;
有關衍生工具文件中的法律條款及條件；
- the extent of the economic risk to which you are exposed as a result of entering into such Derivative Transaction (and you have determined that such risk is suitable for you in light of your specific experience in relation to such Derivative Transaction and/or the relevant derivative and your financial objectives, circumstances and resources);
閣下進行該衍生交易所需承擔的經濟風險的程度(而閣下已基於閣下對該衍生交易及/或相關衍生工具的相關投資經驗，閣下的財務目標，財政狀況及財政資源，決定此風險對閣下恰當)；
- the tax treatment of such derivative (which can be complex and/or uncertain); and
該衍生工具的稅務待遇。這可能是複雜和/或未能確定的；及

- the regulatory treatment of such derivative.
此衍生工具所面對的監管待遇。

GENERIC RISKS ASSOCIATED WITH OVER-THE-COUNTER (“OTC”) DERIVATIVE TRANSACTIONS 與場外衍生工具交易有關的一般風險

OTC derivative transactions, like other financial transactions, involve a variety of significant risks. The specific risks presented by a particular OTC derivative transaction necessarily depend upon the terms of the transaction and your circumstances. In general, however, all OTC derivative transactions involve some combination of market risk, credit risk, funding risk and operational risk.

正如其他金融交易一樣，場外衍生工具交易涉及一系列重大風險。與特定場外衍生工具交易相關的具體風險必然取決於交易條件以及閣下所處情況。不過整體而言，所有的場外衍生工具交易或多或少涉及市場風險、信貸風險、融資風險以及操作風險。

- Market risk is the risk that the value of a transaction will be adversely affected by fluctuations in the level or volatility of or correlation or relationship between one or more market prices, rates or indices or other market factors or by illiquidity in the market for the relevant transaction or in a related market.**
市場風險是指由於一個或多個市場價格、利率或指數或者其他市場因素之波動或其等間的關聯性或關係，或者由於相關交易市場或關聯市場流通性不足，從而導致相關交易價值受到不利影響的風險。
- Credit risk is the risk that a counterparty will fail to perform its obligations to you when due.**
信貸風險是指相關交易對手無法按時向閣下履行責任的風險。
- Funding risk is the risk that, as a result of mismatches or delays in the timing of cash flows due from or to your counterparties in OTC derivative transactions or related hedging, trading, collateral or other transactions, you or your counterparty will not have adequate cash available to fund current obligations.**
融資風險是指在場外衍生工具交易或相關對沖、貿易、抵押或者其他交易當中，由於閣下的交易對手的資金流動時機出現錯配或延誤，從而導致閣下或者閣下的交易對手沒有足夠的現金履行責任的風險。
- Operational risk is the risk of loss to you arising from inadequacies in or failures of your internal systems and controls for monitoring and quantifying the risks and contractual obligations associated with OTC derivative transactions, for recording and valuing OTC derivative and related transactions, or for detecting human error, systems failure or management failure.**
操作風險是指由於閣下用作監控及量度與場外衍生工具交易相關風險及合約責任、用作記錄及評估場外衍生工具及相關交易，或者用作監察人為錯誤、系統故障或管理不善的內部系統及控制措施存在缺陷或者出現故障，從而導致閣下蒙受損失的風險。

There may be other significant risks that you should consider based on the terms of a specific transaction. Highly customised OTC derivative transactions in particular may increase liquidity risk and introduce other significant risk factors of a complex character. Highly leveraged transactions may experience substantial gains or losses in value as a result of relatively small changes in the value or level of an underlying or related market factor.

因應相關交易條款，閣下可能仍需考慮其他重大風險。其中，高度地按客戶意思而訂立的場外衍生工具交易可能會增加流通風險並帶來其他較為複雜的重大風險因素。就高槓桿效應交易而言，其指定或相關市場因素若有輕微波幅，則可能會導致相關高槓桿效應之交易出現重大的價值損益。

Because the price and other terms on which you may enter into or terminate an OTC derivative transaction are individually negotiated, these may not represent the best price or terms available to you from other sources.

由於閣下訂立或終止場外衍生工具交易的價格及其他條件是個別議定，其等可能不是閣下可於其他途徑可獲得之最佳價格或條件。

In evaluating the risks and contractual obligations associated with a particular OTC derivative transaction, you should also consider that an OTC derivative transaction may be modified or terminated only by mutual consent of the original parties and subject to agreement on individually negotiated terms. Accordingly, it may not be possible for you to modify, terminate or offset your obligations or your exposure to the risks associated with a transaction prior to its scheduled termination date.

在評估個別場外衍生工具交易有關的風險及其合約責任時，閣下亦須考慮到，該場外衍生工具交易可能須得到原先合約雙方一致同意之後方能修訂或終止，同時該場外衍生工具交易亦必須受到相關合約條款之約束。因此，閣下在預定終止日期之前可能無法修改、終止或抵消閣下就相關交易所承擔之責任 或者所面對之風險。

Similarly, while market makers and dealers generally quote prices or terms for entering into or terminating OTC derivative transactions and provide indicative or mid-market quotations with respect to outstanding OTC derivative transactions, they are generally not contractually obligated to do so. In addition, it may not be possible to obtain indicative or mid-market quotations for an OTC derivative transaction from a market maker or dealer that is not a counterparty to the transaction. Consequently, it may also be difficult for you to establish an independent value for an outstanding OTC derivative transaction. You should not regard your counterparty's provision of a valuation or indicative price at your request as an offer to enter into or terminate the relevant transaction at that value or price, unless the value or price is identified by the counterparty as firm or binding.

同樣地，雖然市場作價者及交易商一般會提供訂立或終止場外衍生工具交易的價格或條件，以及會就未完成的場外衍生工具交易提供指示性或中期市場報價，但一般來說，他們並沒有合約性責任約束其等必須提供上述價格、條件或報價。此外，如果某一市場作價者或交易商並非相關交易對手，就可能無法向其取得場外衍生工具交易的指示性或中期市場報價。因此，閣下可能難以確立未完成場外衍生工具交易的獨立價值。閣下不應將交易對手因應閣下要求而提供的估價或指示性價格視為以該價值或價格訂立或取消相關交易之要約，除非有關價值或價格經已由交易對手確認並承認其具有約束力。

The above does not purport to disclose all of the risks and other material considerations associated with OTC derivative transactions. You should not construe this generic disclosure statement as business, legal, tax or accounting advice or as modifying applicable law. You should consult your own business, legal, tax and accounting advisers with respect to proposed OTC derivative transactions and you should refrain from entering into any OTC derivative transaction unless you have fully understood the terms and risks of the transaction, including the extent of your potential risk of loss.

以上所述並非旨在披露與場外衍生工具交易有關的所有風險及其他考慮因素。閣下不應將此一般披露聲明視為商業、法律、稅務或會計建議或者視為對相關法例之修訂。閣下應當就擬定進行的場外衍生工具交易自行諮詢商業、法律、稅務及會計顧問之意見；除非閣下經已完全明白相關交易的條件及風險，包括閣下可能蒙受損失之風險水平，否則閣下不應參與任何場外衍生工具交易。

RISKS OF TRADING IN EXCHANGE-TRADED STRUCTURED PRODUCTS (“STRUCTURED PRODUCTS”) E.G. DERIVATIVE WARRANTS (“WARRANTS”), CALLABLE BULL/BEAR CONTRACTS (“CBCB”) 買賣交易所買賣之結構性產品(結構性產品)(例如：衍生權證(權證)，牛熊證)的一些相關風險

- Issuer default risk 發行商失責風險**
In the event that a Structured Product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.
倘若結構性產品發行商破產而未能履行其對所發行證券的責任，投資者只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，投資者須特別留意結構性產品發行商的財力及信用。
Note: “Issuers Credit Rating” showing the credit ratings of individual issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants and under CBCBs section on the HKEx corporate website.
注意：香港交易所公司網站的“衍生權證”及“牛熊證”內的“發行商與流通量提供者資料”均載列“發行商之信貸評級”，顯示個別發行商的信貸評級。
- Uncollateralised product risk 非抵押產品風險**
Uncollateralised Structured Products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.
非抵押結構性產品並沒有資產擔保。倘若發行商破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。
- Gearing risk 槓桿風險**
Structured Products such as Warrants and CBCBs are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a Structured Product may fall to zero resulting in a total loss of the initial investment.
結構性產品如權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，結構性產品的價值可以跌至零，屆時當初投資的資金將會盡失。
- Expiry considerations 有效期的考慮**



Structured Products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

結構性產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期限能配合其交易策略。

5. **Extraordinary price movements 特殊價格移動**
The price of a Structured Product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.
結構性產品的價格或會因為外來因素(如市場供求)而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。
6. **Foreign exchange risk 外匯風險**
Investors trading Structured Products with underlying assets not denominated in HK dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the Structured Product price.
若投資者所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。
7. **Liquidity risk 流通量風險**
The Exchange requires all Structured Product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned. There is no guarantee that investors will be able to buy or sell their Structured Products at their target price any time they wish.
聯交所規定所有結構性產品發行商要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來止。並無保證投資者可隨時以其目標價買賣結構性產品。

SOME ADDITIONAL RISKS INVOLVED IN TRADING WARRANTS 買賣權證的一些額外風險

1. **Time decay risk 時間損耗風險**
All things being equal, the value of a Warrant will decay over time as it approaches its expiry date. Warrants should therefore not be viewed as long term investments.
假若其他情況不變，權證愈接近到期日，價值會愈低，因此不能視為長線投資。
2. **Volatility risk 波幅風險**
Prices of Warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.
權證的價格可隨相關資產價格的引伸波幅而升跌，投資者須注意相關資產的波幅。
3. **Market Risk and Turnover 市場風險及成交額**
Other than basic factors that determine the theoretical price of a Warrant, Warrant price are also affected by all prevailing market forces including the demand for and supply of the Warrants. The market forces will be greatest when a Warrant issue is almost sold out and when issuers make further issues of an existing Warrant issue. High turnover should not be regarded as an indication the price of a Warrant will go up. The price of a Warrant is affected by a number of factors in addition to market forces, such as the price of the underlying assets and its volatility, the time remaining to expiry, interest rates and the expected dividend on the underlying assets.
除了決定權證理論價格的基本因素外，權證價格亦會受權證本身在市場上的供求影響，尤其權證在市場上快將售罄又或發行商增發權證時。權證成交額高不應認為其價值會上升，除了市場力量外，權證的價值還受其他因素影響，包括相關資產價格及波幅、剩餘到期時間、利率及預期股息。

SOME ADDITIONAL RISKS INVOLVED IN TRADING CBBCS 買賣牛熊證的一些額外風險

1. **Mandatory call risk 強制收回風險**
Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.
投資者買賣牛熊證，須留意牛熊證可以即日“取消”或強制收回的特色。若牛熊證的相關資產價值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣。屆時，投資者只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值(注意：剩餘價值可以是零)。
2. **Funding costs 融資成本**
The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.
牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，投資者即損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。
3. **Trading of CBBC Close to Call Price 接近收回價時的交易**
When the underlying asset is trading close to the call price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result. However, the trade inputted by the investor may still be executed and confirmed by the Exchange participants after the Mandatory Call Event (“MCE”) since there may be some time lapse between the MCE time and suspension of the CBBC trading. Any trades executed after the MCE will not be recognised and cancelled. Therefore, investors should be aware of the risk and ought to apply special caution when the CBBC is trading close to the call price.
相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會轉闊，流通量亦可減低。牛熊證隨時會被收回而交易終止。由於強制收回事件發生的時間與牛熊證實際停止買賣之間可能會有一些時差。有一些交易或會在強制收回事件發生後才達成及被交易所參與者確認，但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需格外小心。

For more information on Warrants and CBBCs, please visit the HKEx corporate website:

有關權證及牛熊證的進一步資料，請瀏覽香港交易所公司網站：

Derivative Warrants, Products & Services Section (<http://www.hkex.com.hk/eng/prod/secprod/dwrc/dw.htm>)

“產品及服務”的“衍生權證”產品專欄 (http://www.hkex.com.hk/chi/prod/secprod/dwrc/dw_c.htm)

Callable Bull/Bear Contracts, Products & Services Section (<http://www.hkex.com.hk/eng/prod/secprod/cbbc/Intro.htm>)

“產品及服務”的“牛熊證”產品專欄 (http://www.hkex.com.hk/chi/prod/secprod/cbbc/Intro_c.htm)

RISKS OF TRADING IN SYNTHETIC EXCHANGE TRADED FUNDS (“ETFs”) 買賣合成交易所買賣基金(ETFs)的風險

Unlike traditional Exchange traded Funds (“ETFs”), Synthetic ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark’s performance. Investment in Synthetic ETFs involves high risk and is not suitable for every investor. Investors should understand and consider the following risks before trading Synthetic ETFs.

有別於傳統型交易所買賣基金，合成ETFs並不買相關基準的成分資產，一般都是透過金融衍生工具去複製相關基準的表現。投資合成ETFs涉及高風險，並非人皆適合，投資者買賣合成ETFs前必須請認明及考慮以下的風險。

1. Market Risk 市場風險

ETFs are typically designed to track the performance of certain indices, market sectors, or group of assets such as stocks, bonds, or commodities. Investors are exposed to the political, economic, currency and other risks related to the ETF’s underlying index/assets it is tracking. Investment must be prepared to bear the risk of loss and volatility associated with the underlying index/asset.

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別(如股票、債券或商品)的表現。投資者會承受ETFs相關指數/資產有關的政治、經濟、貨幣及其他風險。投資者必須要有因為相關指數/資產的波動而受損失的準備。

2. Counterparty Risk 交易對手風險

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



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

3. Liquidity Risk 流動性風險

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

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

4. Tracking Error Risk 追蹤誤差風險

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

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

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

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

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

6. Foreign Exchange Risk 外匯風險

Investors trading ETFs with underlying assets not denominated in HK dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETFs price.

若投資者所買賣的交易所買賣基金的相關資產並非以港幣為單位,其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響,連帶影響交易所買賣基金的價格。

RISKS OF TRADING IN LEVERAGED AND INVERSE PRODUCTS (“L&I PRODUCTS”)買賣槓桿產品或反向產品的一些相關風險

L&I Products are issued in the form of Exchange traded Funds (“ETFs”) as a type of collective investment schemes but they are in fact derivative products.

槓桿產品或反向產品是指以交易所買賣基金(ETF)形式發行的一種集體投資計劃,但事實上它們是一種衍生工具產品。

Leveraged Products typically aim to deliver a daily return equivalent to a multiple of the underlying index return that they track. Inverse Products typically aim to deliver the opposite of the daily return of the underlying index that they track. In overseas markets, they are commonly known as Leveraged and/ or Inverse ETFs.

槓桿產品的目標一般在提供實現相當於所追蹤相關指數回報若干倍的單日回報。反向產品的目標一般在提供與產品所追蹤相關指數的單日回報相反的收益。海外市場普遍稱相關產品為槓桿及/或反向交易所買賣基金。

To produce the specified leveraged or inverse return, L&I Products have to rebalance their portfolios, typically on a daily basis. As such, they do not share the buy-to-hold characteristics of conventional ETFs. Investors should understand how the performance of L&I Products is likely to be affected when they are held for more than one trading day and its compounding effect. They should be aware that any small variation in the underlying index return may have a large effect on the value of the product you hold.

為產生特定的槓桿或反向回報,該等產品須經常(一般為每日)調整其投資組合。正因如此,它們不具有傳統交易所買賣基金的“購買而持有”的特點。投資者應了解該等產品的回報在持有超過一天之後的影響和其複式效應,亦應知道其相關指數回報的細小變化可以對該產品的價值產生重大影響。

Investors should note the following salient features about L&I Products:閣下須注意以下關於槓桿產品或反向產品的重點:

- It is not advisable to hold L&I Products for longer than the rebalancing interval, typically one day;
不建議持有槓桿產品或反向產品超過其調整周期(一般為一天);
- L&I Products are designed as a trading tool for short-term market timing or hedging purposes, and are not intended for long term investment;
槓桿產品或反向產品是為作為針對短期市場時機或對沖目的而設的交易工具,並不適宜作為長期持有的投資;
- L&I Products are only suitable for sophisticated trading-oriented investors who constantly monitor the performance of their holdings on a daily basis; and
槓桿產品或反向產品只適合富有資深經驗及交易導向型的投資者,並且他們經常及每日可以檢視其組合的表現;及
- the performance of L&I Products, when held overnight, may deviate from the underlying indices.
如隔夜持有槓桿產品或反向產品,其表現可與其相關的指數有所偏離。

The risk of loss in trading in L&I Products is substantial. In particular, they are not suitable for investors who are unfamiliar with the features and risks of L&I Products, as they are designed for daily investment results, and/or investors who are looking for a long-term investment and cannot actively monitor their holdings.

槓桿產品或反向產品交易具有很高的投資損失風險,尤其不適合不熟識槓桿產品或反向產品的特點和風險的投資者,因為該等產品是為即日投資結果而設計的,亦不適合在追求長遠回報的投資者或不能積極檢視其投資組合的投資者。

Therefore, L&I Products are normally not suitable for many members of the public who wish to invest in collective investment schemes or ETFs as a low risk exchange-listed product in order to diversify their investment risks. The regulatory authorities have, taking into account their special risk profile, prohibited and/ or discouraged the use of margin finance for investment in L&I Products. Investors must carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

因此,對許多欲藉投資集體投資計劃或作為低風險交易所上市產品的交易所買賣基金從而作為分散其投資風險的公眾人士而言,槓桿產品或反向產品一般不適合。監管機構考慮到槓桿產品或反向產品的特殊風險取向,已禁止及/或不鼓勵槓桿產品或反向產品的保證金融資交易。在作出有關的投資決定前,閣下須審慎考慮其經驗、目標、財務狀況及其他相關情況。

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

雖槓桿產品或反向產品在交易所上市,但並不能保證其市場流通性。若有關產品涉及衍生工具而其沒有二級市場,則相關的流通性風險就更高。買賣差價較大,可導致交易損失。因此,倘若相關投資工具為受限制而流通量少的市場提供投資機會,那麼提早拆解相關投資工具將會較困難和昂貴。

There may be disparity between the performance of the L&I Product concerned and the performance of the underlying indices due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

由於跟蹤策略的失效、貨幣差價、以及費用及支出的原因,槓桿產品或反向產品的表現可以與其相關的指數存有差異。

L&I Products may currently be traded, cleared and settled in HK dollars, Renminbi and/or US dollars. Investors trading with underlying assets not denominated in HK dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the product price.

槓桿產品或反向產品目前可用港元,人民幣或美元交易。投資於以非港元作為計價貨幣的相關資產亦會承受匯率風險。貨幣匯率的變化可以對相關資產的價值有不利影響,從而影響產品的價格。

Like ETFs, the risk of L&I Products can include counterparty risk, market risk, tracking errors, trading at discount or premium, and liquidity risk.

正如 ETF 一樣,槓桿產品或反向產品的有關風險包括對手方風險、市場風險、追蹤錯誤、以折扣價或溢價交易及流動性的風險。

The specific risks presented by L&I Products necessarily depend upon the terms of the issued product and your circumstances. In general, however, they all involve some combination of market risk, credit risk, funding risk and operational risk.

與槓桿產品或反向產品相關的具體風險必然取決於交易條件以及閣下所處情況。不過整體而言,所有相關產品都或多或少涉及市場風險、信貸風險、融資風險以及操作風險。



1. Market risk is the risk that the value of a transaction will be adversely affected by fluctuations in the level or volatility of or correlation or relationship between one or more market prices, rates or indices or other market factors or by illiquidity in the market for the relevant transaction or in a related market.
市場風險是指由於一個或多個市場價格、利率或指數或者其他市場因素之波動或其等間的關聯性或關係之波動，或者由於相關交易的市場或關聯市場流通性不足，從而導致相關交易價值受到不利影響的風險。
2. Credit risk is the risk that a counterparty will fail to perform its payment or other obligations when due.
信貸風險是指相關交易對手無法按時履行付款或其他責任的風險。
3. Funding risk is the risk that, as a result of mismatches or delays in the timing of cash flows due from or to the counterparties in the relevant transaction in question or related hedging, trading, collateral or other transactions, the parties or a party to the relevant transactions will not have adequate cash available to fund current obligations.
融資風險是指在相關交易或與之相關的對沖、交易、抵押或者其他交易當中，由於由交易對手交付或交付予交易對手的資金流動時機出現錯配或延誤，從而導致交易雙方或一方沒有足夠的現金履行責任的風險。
4. Operational risk is the risk of loss arising from inadequacies in or failures of the issuer's and/or your internal systems and controls for monitoring and quantifying the risks and contractual obligations associated with the transaction in question, for recording and valuing the portfolio and related transactions, or for detecting human error, systems failure or management failure.
操作風險是指由於發行人及/或閣下用作監控及量度相關交易的風險及合約責任、用作記錄及評估投資組合及相關交易，或者用作監察人為錯誤、系統故障或管理不善的內部系統及控制措施存在缺陷或者出現故障，從而導致蒙受損失的風險。

Although L&I Products are listed as ETFs, the HK Stock Exchange does not endorse any product or bear any responsibility and/or liability for any of their existence or performance. 縱使槓桿產品或反向產品是以交易所買賣基金形式上市，香港聯合交易所沒有認可任何產品或就任何產品的存在或其表現負上任何責任及/或法律責任。

You should therefore study and understand L&I Products before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives.

閣下應當在作出交易前研究和理解槓桿產品或反向產品，基於閣下的財務狀況及投資目標，仔細考慮有關交易是否適合閣下。

This brief statement does not disclose all of the risks and other significant aspects of trading in L&I Products. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. You should not construe this generic disclosure statement as business, legal, tax or accounting advice or as modifying applicable law. You should consult your own business, legal, tax and accounting advisers with respect to proposed L&I Product transactions and you should refrain from entering into any transaction unless you have fully understood the terms and risks of the transaction, including the extent of your potential risk of loss.

以上所述並非旨在披露與槓桿產品或反向產品交易有關的所有風險及其他重要考慮因素。基於相關風險，閣下只應在充分理解閣下擬進行的交易的合約性質（以及合同關係）下方才進行該等交易。閣下不應將此一般披露聲明視為商業、法律、稅務或會計的意見或者視為對相關法例之修訂。閣下應當就擬進行的槓桿產品或反向產品交易自行諮詢商業、法律、稅務及會計顧問之意見；除非閣下已經完全明白相關交易的條件及風險，包括閣下可能蒙受損失之風險水平，否則閣下不應參與任何交易。

RISK OF TRADING IN STOCK OPTION(S) (“OPTION(S)”) 股票期權 (“期權”) 交易的風險

The risk of loss in trading in options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

期權買賣的虧蝕風險可以極大。在某些情況下，閣下所蒙受的虧蝕可能會超過最初存入的保證金數額。即使閣下定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。閣下可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，閣下的未平倉合約可能會被平倉。然而，閣下仍然要對閣下的帳戶內任何因此而出現的短欠數額負責。因此，閣下在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合閣下。如果閣下買賣期權，便應熟悉行使期權及期權到期的程式，以及閣下在行使期權及期權到期的權利與責任。

This brief statement does not disclose all of the risks and other significant aspects of trading in options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

本簡要聲明並不涵蓋買賣期權的所有風險及其他重要事宜。就風險而言，閣下在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和閣下就此須承擔的風險程度。期權買賣對很多公眾投資者都不適合，閣下應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

1. Variable degree of risk 不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。

Warning to option holders 對期權持有人的警告

- Some options may only be exercised on an expiry day (European-Style Exercise) and other options may be exercised at any time before expiration (American-Style Exercise). I/We understand that upon exercise, some options require delivery and receipt of the underlying securities, and that other options require a cash payment.

某些期權只能在屆滿日期行使（歐式行使），而其他期權可於屆滿日期之前隨時行使（美式行使）。本人/吾等瞭解，在某些期權行使之後，需要交付及收取相關之證券，而其他期權將需要現金付款。

- An option is a wasting asset and there is a possibility that as an option holder I/we may suffer the loss of the total premium paid for the option. I/We acknowledge that, as an option holder, in order to realise a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. I/We acknowledge that you have no obligation either to exercise a valuable option in the absence of my/our instruction, or to give to me/us prior notice of the expiration date of the option.

期權乃減耗資產，而本人/吾等作為期權持有人，可能會損失期權所付之全部期權金。本人/吾等確認，作為期權持有人，必須行使有關期權或在市場上將期權長倉平倉，方可變現利潤。在若干情況下，由於市場流通性不足，可能難以進行期權交易。本人/吾等確認，如沒有本人/吾等的指示，貴公司並無責任行使有價期權，亦無責任將期權的屆滿日期事先通知本人/吾等。

Warning to option writers 對期權賣方的警告

- As a writer of an option I/we may be required to pay additional margin at any time. I/We acknowledge that as an option writer, unlike an option holder, I/we be liable for unlimited losses based on the rise or fall of the price of the underlying securities and my/our gains are limited to the option premium.

作為期權的賣方，本人/吾等可能隨時被要求繳付額外保證金。本人/吾等確認，作為期權賣方（與期權持有人有所不同），本人/吾等可能須根據相關證券的價格升跌情況而須承擔無限損失，而本人/吾等之得益僅限於期權金。

- Additionally, writers of American-Style Call (Put) Options may be required at any time before expiry to deliver (or pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities. I/we recognise that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.

此外，美式認購（認沽）期權之賣方，可能於屆滿之前隨時需交付（或繳付）相關證券，以至行使價乘以相關證券數目所得之全額款項，而本人/吾等知悉此項責任與賣出期權之時所收到之期權金數值完全不成比例，亦可能須於短時間通知後履行有關責任。

You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

閣下應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the purchased options expire worthless, you understand that you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.



購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任。如所購入的期權在到期時已無任何價值，閣下明白閣下將損失所有投資金額，當中包括所有的期權金及交易費用。假如閣下擬購入極價外期權，應注意閣下可以從這類期權獲利的機會極微。

Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. You acknowledge that GTSG has no obligation either to exercise a valuable option in the absence of your instruction, or to give to you prior notice of the expiration date of the option.

在一些情況下可能因為市場缺乏流動性而難以交易期權。閣下確認，富盈無義務在沒有閣下的指示下行使有價值的期權，或在期權到期日前提前通知閣下。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed; the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option, and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

出售("沽出"或"賣出")期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若期權賣方持有相應數量的相關資產或期貨合約或其他期權作"備兌"，則所承受的風險或會減少。假如有關期權並無任何"備兌"安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些司法管轄區的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有責任支付屆時尚未繳付的期權金。

2. Terms and conditions of contracts 合約的條款及細則

You should ask GTSG about the terms and conditions of the specific options which you are trading and associated obligations (e.g. expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

閣下應向富盈查詢所買賣的有關期權合約的條款及細則，以及有關責任(例如就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。(包括期權行使價)，以反映合約的相關權益的變化。

3. Suspension or restriction of trading and pricing relationships 暫停或限制交易及價格關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. You acknowledge that if you have sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或"停板"措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。閣下確認，如果閣下賣出期權後遇到這種情況，閣下須承受的虧損風險可能會增加。

Further, normal pricing relationships between the underlying interest and the option may not exist. The absence of an underlying reference price may make it difficult to judge "fair" value.

此外，相關權益與期權之間的正常價格關係可能並不存在。缺乏相關資產參考價格會導致投資者難以判斷何謂"公平價格"。

4. Deposited cash and property 存放的現金及財產

You should familiarise yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果閣下為在本地或海外進行的交易存放款項或其他財產，閣下應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於閣下的財產將會如現金般按比例分配予閣下。

5. Commission and other charges 佣金及其他收費

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss. By commencing any trading activities with GTSG, you acknowledge that you have been so informed by GTSG.

在開始交易之前，閣下先要清楚瞭解閣下必須繳付的所有佣金、費用或其他收費。這些費用將直接影響閣下可獲得的淨利潤(如有的話)或增加閣下的虧損。閣下一旦開始與富盈進行任何交易活動即承認閣下已經獲得富盈告知該等事宜。

6. Trading facilities 交易設施

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

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而閣下就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，閣下應向為閣下進行交易的商號查詢這方面的詳情。

7. Electronic trading 電子交易

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

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果閣下透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致閣下的交易指示不能根據指示執行，甚或完全不獲執行。

8. Transactions in other jurisdictions 在其他司法管轄區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使使已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑒於此，在進行交易之前，你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

9. Currency risks 貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

10. Off-exchange transactions 場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with applicable rules and attendant risks.



在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

RISK IN RELATION TO THE USE OF THE INTERNET OR OTHER ELECTRONIC MEDIUM 使用互聯網或其他電子媒體的風險

Any communication or transaction via or information (including any document) transmitted via the Internet or other electronic medium involves risks and you understand and accept the following risks:

任何經互聯網或其他電子媒介之通訊或交易或經其傳送之資料(包括任何文件)皆有風險及閣下明白及接受以下風險：

1. The internet or other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices) are an inherently unreliable form of communication, and that such unreliability is beyond GTSG's control.
互聯網及其他電子媒介(包括但不限於電子儀器，由第三方電訊服務供應商所提供的服務，例如手提電話或其他手提交易儀器)本質上乃是不可靠的通訊形式，而此不可靠性乃非富盈所能控制的。
2. Information (including any document) transmitted or communication or transactions over the internet or through other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices) may be subject to interruption, transmission blackout, delayed transmission due to data volume or incorrect data transmission (including without limitation incorrect price quotation) or stoppage of price data feed due to the public nature of the Internet or other electronic media.
互聯網或其他電子媒介(包括但不限於電子儀器，由第三方電訊服務供應商所提供的服務，例如手提電話或其他手提交易儀器)上或經其傳送之資料(包括任何文件)或通訊或交易可能會遭受干擾、輸出停頓、因為資料容量過大而導致輸出延誤，或由於互聯網或其他電子媒介的公眾性質而導致不正確資料傳達(包括但不限於不正確報價)或，提供價格資料有所停頓。
3. As a result of such unreliability, there may be time-lags or delays or failures or loss of data or loss of confidentiality in the transmission of data and receipt of instructions may be executed at prices different from those prevailing at the time the instructions were given.
由於這些不可靠性，可能在傳達訊息和接受交易指示時會有時間上的差距或延誤或失敗或遺失訊息或失卻保密性，履行交易指示時的價格可能與給予交易指示時的價格有別。

RISK OF PROVIDING AN AUTHORITY TO REPLEGGE YOUR SECURITIES COLLATERAL ETC 提供將閣下的證券抵押品等再質押的授權書的風險

There is risk if you provide GTSG 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.

向富盈提供授權書，容許其按照某份證券借貸協議書使用閣下的證券或證券抵押品、將閣下的證券抵押品再質押以取得財務通融，或將閣下的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

If your securities or securities collateral are received or held by GTSG in HK, 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.

假如閣下的證券或證券抵押品是由富盈在香港收取或持有的，則上述安排僅限於閣下已就此給予書面同意的情況下方有效。此外，除非閣下是專業投資者，閣下的授權書必須指明有效期，而該段有效期不得超過 12 個月。若閣下是專業投資者，則有關限制並不適用。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if GTSG issues you a reminder at least fourteen (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.

此外，假如富盈在有關授權的期限屆滿前最少 14 日向閣下發出有關授權將被視為已續期的提示，而閣下對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則閣下的授權將會在沒有閣下的書面同意下被視為已續期。

You are not required by any law to sign these authorities. But an authority may be required by GTSG, 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. GTSG should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法規規定閣下必須簽署這些授權書。然而，富盈可能需要授權書，以便例如向閣下提供保證金貸款或獲准將閣下的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。富盈應向閣下闡釋將為何種目的而使用授權書。

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 GTSG 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.

倘若閣下簽署授權書，而閣下的證券或證券抵押品已借出予或存放於第三方，該等第三方將對閣下的證券或證券抵押品具有留置權或作出押記。雖然富盈根據閣下的授權書而借出或存放屬於閣下的證券或證券抵押品須對閣下負責，但其違責行為可能會導致閣下損失閣下的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from GTSG. 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.

富盈有提供不涉及證券借貸的現金帳戶。假如閣下毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

RISK OF MARGIN TRADING 保證金買賣的風險

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 GTSG. 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.

藉存放抵押品而為交易取得融資的虧損風險可能極大。閣下所蒙受的虧蝕可能會超過閣下存放於富盈有關作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。閣下可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如閣下未能在指定的時間內支付所需的保證金款額或利息，閣下的抵押品可能會在未經閣下的同意下被出售。此外，閣下將要為閣下的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，閣下應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合閣下。

RISK IN RELATION TO AUTHORISED THIRD PARTY 關於獲授權第三者的風險

There are substantial risks in allowing an Authorised Third Party to trade or operate your account, and it is possible that instructions could be given by persons not properly authorised. You accept all of the risks of such an operation and irrevocably releases GTSG from all liabilities arising out of or in connection with such instructions, whether taken by GTSG or otherwise. 給獲授權第三者交易權和操作閣下帳戶的權利可以有重大的風險，指示有可能是出自未有恰當授權的人士。閣下接受所有與此項運作上的風險及不可撤銷地免除富盈所有有關此類指示而導致的責任，無論是否由富盈接收。

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES 提供代存郵件或將郵件轉交第三方的授權書的風險

If you provide GTSG with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如閣下向富盈提供授權書，允許其代存郵件或將郵件轉交予第三方，那麼閣下便須盡速親身收取所有關於閣下帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

RISKS IN LEAVING MONEY OR OTHER PROPERTY IN THE CUSTODY OF GTSG OR ITS NOMINEES OR AGENTS 將金錢或其他財產交給富盈或其代理人或代理人的風險



You acknowledge that there are risks in leaving money or other property in the custody of GTSG or its nominees or agents. For example, if GTSG is holding your money or other property and becomes insolvent, you may experience significant delay in recovering the same. These are risks that you are prepared to accept.

客戶亦確認，將金錢、財產交由本公司、其代名人或其代理人保管均附有風險。例如，倘若本公司在持有客戶之證券或其他財產時而無力償債，則客戶在收回金錢、證券或其他財產方面可能將嚴重延遲。此為客戶須準備承受之風險。

RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HK 在香港以外地方收取或持有的客戶資產的風險

Client assets received or held by GTSG or GTSG's nominee outside HK are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO (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 HK.

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



EIGHTH SCHEDULE - SUPPLEMENTARY TERMS AND CONDITIONS FOR CHINA CONNECT SECURITIES SERVICES
附件八 - 滬深港股票市場交易互聯互通機制服務補充條款及條件

This document (“Supplementary Terms for China Connect Securities Services”) aims to supplement, and should be applied in conjunction with, the Client’s Agreement provided to the Client. It does not replace the Client’s Agreement currently binding on the Company and the Client. The Client’s Agreement and this Supplementary Terms for China Connect Securities Services are hereinafter collectively referred to as the “Agreement”.

本文件(“滬深港股票市場交易互聯互通機制服務補充條款”)旨在補充提供予客戶的客戶協議書,並應與之一併應用。本文件不會取代現時對公司和客戶雙方皆具有法律約束力之客戶協議書。客戶協議書及本滬深港股票市場交易互聯互通機制服務補充條款在下文統稱為“協議”。

Unless the context otherwise requires, capitalized terms used in this document have the same meanings as defined in the Client’s Agreement.
除文義另有所指外,本文件所用詞彙與客戶協議書所界定者具有相同涵義。

By commencing or continuing using the China Connect Securities Services (“China Connect Services”) provided by the Company, the Client hereby confirms with the Company that the Client has read, understood and agreed to the Supplementary Terms for China Connect Services and accept all risks associated with using and trading through the use of such services as follows:

在客戶開始或繼續使用公司提供的滬深港股票市場交易互聯互通機制服務(“中華通服務”),客戶向公司確認其已詳閱、明白並同意中華通服務補充條款以及接受所有與使用該等服務及透過該等服務進行交易的相關風險如下:

1. The Client shall comply, and be solely responsible for complying, with all laws, rules and regulations as well as all requirements and requests of regulatory or governmental bodies, exchanges, markets, clearing houses and other bodies with competent jurisdiction (including but not limited to The Stock Exchange of Hong Kong Limited (“SEHK”), the Shanghai Stock Exchange (“SSE”), the Shenzhen Stock Exchange (“SZSE”), the respective subsidiaries and affiliates of SEHK, SSE and SZSE, the Securities and Futures Commission of Hong Kong and the China Securities Regulatory Commission) as may be applicable from time to time (“Market Requirements”) to the China Connect Services and trading through the use of such services. Unless otherwise required by laws, the Company is not obliged to update this Supplementary Terms for China Connect Services in light of any change in the Market Requirements.

客戶同意遵守並獨自承擔責任以遵守所有不時適用於中華通服務和透過使用該等服務所進行的任何交易的一切相關法律、法規和規則及監管機構或政府機構、交易所、市場、結算所及其他主管機構的要求及請求(包括但不限於香港聯合交易所有限公司(“聯交所”)、上海證券交易所(“上交所”)、深圳證券交易所(“深交所”)、聯交所、上交所及深交所各別的子公司及聯屬人、香港證券及期貨事務監察委員會、中國證券監督管理委員會(“市場要求”)。除非法律另有規定,公司無須應市場要求之改變而更新本中華通服務補充條款。

2. In particular, the Client shall be fully aware of and comply with all Market Requirements in the Mainland China in relation to short-swing profits, restrictions on conducting off-exchange transactions and transfers, shareholding restrictions and disclosure obligations including but not limited to the following in respect of A shares listed on SSE and SZSE (subject to change without any notice from the Company):

客戶須充分了解並遵守所有不時在內地適用的市場要求,特別是有關短線交易利潤、限制進行場外交易及轉移、持股限制及披露責任的市場要求,包括但不限於關於在上交所及深交所證券上市的A股的規定(該規定被更改時,公司恕不另行通知):

(a) requirement for an investor to disclose interest held or controlled by it in a Mainland China listed company within three working days of its interest reaching 5% of the issued shares of such listed company and not to buy or sell the shares of that company within such three-day period, and the requirement to disclose any change in its shareholding and to comply with the related trading restrictions; and
有關持有或控制中國內地上市公司已發行股份達5%的投資者須於三個工作天內作出利益披露及於該三個工作天內不得買賣該公司股份的要求;且對其持有的股份的任何變動作出披露的要求及遵守有關買賣限制;及

(b) the 10% single foreign investor’s shareholding limit (10% of the total issued shares of a Mainland China listed company) and the 30% aggregate foreign investors’ shareholding limit (30% of the total issued share capital of a Mainland China listed company) applicable to Hong Kong and/or overseas investors and the related forced-sale arrangement.

適用於香港及/或海外投資者的單一境外投資者的10%持股限制(中國內地上市公司已發行股份的10%)及所有境外投資者的30%總持股量限制(中國內地上市公司已發行股份的30%)及相關強制出售的安排。

3. The Client acknowledges that unless otherwise permitted under the Market Requirements, securities listed on SSE (the “SSE-Securities”) and SZSE (the “SZSE-Securities”) purchased on a trading day cannot be sold on the same day and the Client shall have sufficient SSE-Securities or SZSE-Securities in its account with the Company before commencement of trading on a trading day if the Client intends to sell the SSE-Securities or SZSE-Securities. The Client is prohibited from naked short selling in SSE-Securities and SZSE-Securities.

客戶承認除在市場要求容許的情況下,在交易日買入的上交所上市證券(“上交所證券”)及深交所上市證券(“深交所證券”)不能於同一天賣出,而且如客戶擬於個別交易日出售上交所證券或深交所證券,則須於該交易日開市前確保客戶在公司設立的戶口內存有足夠的上交所證券或深交所證券。客戶不可對上交所證券及深交所證券進行無備兌賣空活動。

4. The Client acknowledges that pre-trade checking is in place so that the Client must have his/her shares transferred to the Company’s corresponding CCASS account before the commencement of trading on a trading day if the Client intends to sell the shares during a trading day.

客戶承認設有交易前檢查:如客戶擬於個別交易日出售股份,須於該交易日開市前將股份轉移至公司的相應中央結算系統戶口。

5. The Client acknowledges that all trading of the SSE-Securities and SZSE-Securities must be conducted on SSE and SZSE respectively, i.e. no over-the-counter (OTC) or manual trades are allowed.

客戶承認所有上交所證券及深交所證券交易必須在上交所及深交所進行,不設場外交易或非自動對盤交易。

6. Where the Client conducts margin trading, stock borrowing and lending and/or short-selling activities through the use of the China Connect Services, the Client shall be fully aware of the restrictions, requirements and conditions applicable to such activities. In particular, the Client acknowledges that trading services for such activities may be suspended, restricted or ceased in circumstances stipulated by the Market Requirements (such as when volume of trading activities exceeds the thresholds prescribed by the Market Requirements or any abnormal trading activities have or are suspected to have taken place) and that margin trading and short-selling activities may only be conducted in respect of eligible SSE-Securities and SZSE-Securities. The Client may refer to the lists of eligible SSE-Securities and SZSE-Securities published on the website of SEHK (www.hkex.com.hk) from time to time.



當客戶透過使用中華通服務進行孖展交易、股票借貸及/或賣空活動，客戶必須充分了解適用於該等活動的限制、要求及條件。特別是，客戶承認該等活動的交易服務可能在市場要求所訂立的情況下被暫停、限制或停止(例如交易的活動量超出於市場要求所規定的限度或發生了或懷疑發生了任何不正常的交易活動)，而且客戶只可對合資格的上交所及深交所證券進行孖展交易及賣空活動。客戶可參考不時在聯交所之網頁(www.hkex.com.hk)公佈的合資格上交所證券及深交所證券名單。

7. The Client acknowledges that SEHK, SSE, SZSE and their respective subsidiaries and affiliates have power not to extend their services relating to the China Connect Services in circumstances stipulated by the Market Requirements (such as upon contravention of any Market Requirement or abnormal trading conduct committed by any of the Client, the Company and/or its agents) and the Company may refuse to accept instructions from or cease to provide all or part of the China Connect Services to the Client in the Company's absolute discretion or upon SSE or SZSE's request without any prior notice.

客戶承認聯交所、上交所、深交所及其各別的子公司及聯屬人有權在市場要求所訂立的情況下拒絕提供與中華通服務有關之服務(例如客戶、公司及/或其代理人中之任何一方違反任何市場要求或作出任何不正常交易行為)，而且公司可按其絕對酌情權或會應上交所或深交所要求拒絕接受客戶的任何指示或停止提供所有或部分之中華通服務，而無須另行任何事前通知。

8. The Client agrees that the Company may take or refrain from taking such actions whether in the Client's name or otherwise in the Company's absolute discretion or upon SSE or SZSE's request without any prior notice including but not limited to any action for a forced-sale of the relevant securities, limiting, restricting or rejecting trading, order cancellation or other instructions given by the Client and suspending, restricting or ceasing to provide all or part of the China Connect Services (i) so as to ensure or facilitate compliance with the Market Requirements and to avoid or mitigate any losses that may be incurred or suffered by the Company in so ensuring or facilitating compliance with the Market Requirements; (ii) if the Client breaches any Market Requirement or this Supplementary Terms for China Connect Services; or (iii) upon the happening of any contingency or force majeure event such as hoisting of Typhoon Signal No. 8 in Hong Kong beyond the reasonable control of the Company or its agents.

客戶同意 (i) 公司為確保遵從或促使遵從市場要求及避免或減輕公司可能因此而招致或蒙受的損失; (ii) 在客戶違反任何市場要求或本中華通服務補充條款之任何條款的情況下; 或 (iii) 在發生任何超出公司或其代理人的合理控制能力的任何緊急或不可抗力的事故(如香港懸掛八號颱風訊號)時，公司可按其絕對酌情權或會應上交所或深交所要求採取或不採取相關行動(不論是以客戶的名義與否)包括但不限於強制出售有關證券，限定、限制或拒絕交易，取消交易或由客戶發出的其他指示及暫停、限制或停止提供所有或部分之中華通服務，而無須另行任何事前通知。

9. The Client agrees that for the purposes of carrying out the Client's orders or exercising any of the Company's rights under this Supplementary Terms for China Connect Services or under any of the Client's accounts with the Company, the Company may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any account(s) of the Client or standing to the Client's credit to any other currency, and any exchange rate losses and the costs of conversion shall be borne by the Client.

以執行客戶的指令或行使公司在本中華通服務補充條款下或在客戶的任何帳戶下的權利為目的之情況下，公司可(在任何時候按其獨有及絕對酌情權及並無責任的情況下)將客戶任何帳戶內或客戶所結存的任何幣別的任何金額兌換成任何其他貨幣。滙率損失和兌換成本須由客戶承擔。

10. The Client acknowledges that the regulators, SSE, SZSE, SEHK and the respective subsidiaries and affiliates of SSE, SZSE and SEHK may have powers to carry out investigations in respect of any breach or suspected breach of any Market Requirements and agrees that the Company and/or its agents may, in accordance with the request made by any such bodies, provide relevant information and materials (including but not limited to information, identities and personal data regarding the Client, the Client's accounts and other persons (legal or otherwise) who are ultimately responsible for originating the instruction in relation to a transaction and stand to gain the commercial or economic benefit of the transaction and/or bear its commercial or economic risk and information regarding their orders and transactions) and issue warnings to the Client to facilitate any investigations, surveillance or compliance with the Market Requirements.

客戶承認監管機構、上交所、深交所、聯交所以及上交所、深交所及聯交所各別的子公司及聯屬人有權在市場要求被違反或懷疑被違反時進行調查，並同意公司可按該等機構之要求提供資料及材料(包括但不限於與客戶、客戶帳戶及其他與最初負責發出交易的指示及從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士(不論是否為法律實體)有關的資料、身份及個人資料，以及有關該等人士下單或交易的資料)，及向客戶發出警告，以作配合調查、監察及遵從市場要求之用。

11. The Client agrees that personal data relating to or provided by the Client may be used and transferred outside of Hong Kong in accordance with the Company's Personal Information Collection Statement and the Client undertakes and represents that it shall obtain all necessary consents from the individuals concerned for the said use and transfer and comply with the Personal Data (Privacy) Ordinance.

客戶同意與客戶有關的或由客戶所提供之個人資料可按照公司的收集個人資料聲明使用及轉移至香港以外地區，而且客戶承諾及表述其已經就所述使用和轉移個人資料事宜取得了所需要的一切有關人士的同意，以及遵守《個人資料(私隱)條例》。

12. The Client acknowledges that SEHK, SSE, SZSE and their respective subsidiaries, affiliates, directors, employees and agents shall not be responsible or held liable for any loss, damage or liability directly or indirectly suffered or incurred by the Client or any other parties arising from or in connection with the China Connect Services or trading through the use of such services.

客戶承認客戶或任何其他方若因為中華通服務或透過使用該等服務進行任何交易而直接或間接蒙受或招致任何損失、損害或責任，聯交所、上交所、深交所及其各別的子、聯屬人、董事、僱員及代理人概不負責。

13. Either the Client or the Company may terminate the Client's use of the China Connect Services by giving at least seven days' prior notice to the other party.

客戶或公司任何一方可給予另一方最少七天事前通知終止使用中華通服務。

14. The Client shall be responsible as principal for all obligations and liabilities in connection with the Client's use of the China Connect Services and trading through the use of such services and the Company and its agents do not in any circumstances whatsoever have any responsibility towards any person on whose behalf the Client may act. The Client agrees that the Company may dispose or initiate a disposal by its associated entity of any of the securities or securities collateral received or held on the Client's behalf in settlement of any liability owed by the Client or on the Client's behalf to the Company, the associated entity or a third person.

客戶同意以主事人的身份負責承擔涉及客戶使用中華通服務或者涉及透過使用該等服務所進行的交易的一切有關義務和責任，無論在何種情況下，公司及其代理人都不須對可能委託客戶作為其代理人代其行事的任何人士承擔任何責任。客戶同意公司可處置或促使公司的有聯繫實體處置任何不時代客戶收取或持有的證券或證券抵押品，以解除由客戶或代客戶對公司、其有聯繫實體或第三者所負的法律責任。

15. Notwithstanding the foregoing, the Company has absolute discretion to add or amend any terms governing the China Connect Services from time to time for the purpose of ensuring or facilitating compliance with any Market Requirements or other purposes as the Company considers appropriate. Furthermore, The Client agrees that the



China Connect Services will be or are provided by the Company in respect of particular market(s) or exchange(s) in the Mainland China subject to and upon additional terms from time to time prescribed by the Company and set out in the relevant market annex(es). The said additional and revised terms shall form part of and be read together with this Agreement. Continued use by the Client of the China Connect Services will constitute acceptance of the additional and revised terms by the Client. The Company may post the additional and/or revised terms on its website at www.gtgroup.com or notify the Client by other means as the Client considers appropriate. 儘管以上所述，公司可以按其絕對酌情權自行決定是否為了確保或者促使遵守任何市場要求或者為了公司認為適當的其他任何目的，而不時增加或修改與中華通服務有關的任何條款。此外，客戶也同意，中華通服務是針對中國內地的某些特定的市場或交易所而提供的，並受公司不時附加及在有關的市場附件中載明的條款所約束。上述附加條款及修訂後的條款均構成本協議不可分割的組成部分，並且應與本協議一起閱讀。倘若客戶繼續使用中華通服務，即被視為構成客戶已經接受該等附加條款及修訂後的條款。公司可以將該等附加條款及/或修訂後的條款在公司的網站 www.gtgroup.com 上發佈，也可以採用公司認為適當的其他任何方式通知客戶。

16. The Client has been invited to read carefully and consider the terms of the risk disclosure statements as the Company may provide from time to time setting out risks associated with the use of the China Connect Services and to ask questions and take independent advice if appropriate.
客戶承認已獲邀仔細閱讀和考慮公司不時提供給客戶的有關風險披露聲明書中的條款，該等風險披露聲明書載明與使用中華通服務有關的風險，同時，公司也已經邀請客戶就該等風險披露聲明書提出問題並徵求獨立的意見(如適用)。
17. The Client agrees to pay and reimburse the Company and its agents for all commissions and fees, charges, costs, expenses, levies, penalties and taxes incurred by or imposed on the Company or its agents in connection with the Client's use of the China Connect Services as the Client may agree with the Company from time to time or which are required by any Market Requirements. The Company and its agents shall not be accountable to the Client for any commissions, remuneration, rebates or other benefits which the Company or agent may receive from or offer to any person in respect of any transaction or business conducted with the Client or on the Client's behalf.
就客戶使用中華通服務，客戶同意補償和向公司及其代理人支付客戶不時與公司約定或者公司或其代理人按任何市場要求規定所招致的一切佣金及費用、收費、開支徵費、稅款、罰金和其他各種稅費。客戶同意公司及其代理人無須就任何與客戶或代客戶進行的交易或業務所獲取的或向任何人士提供的佣金、報酬、回佣或其他利益向客戶作出任何交代。
18. The Company and its agents shall not be liable for any failure to perform any of their respective obligations in connection with the China Connect Services where such failure is directly or indirectly due to (i) the restraint, failure, default or act of any governmental or regulatory body, exchange, market, clearing house or other body with competent jurisdiction; (ii) suspension, restriction or cessation of services provided by any exchange; (iii) disruption or failure of settlement and clearing of transactions on the part of any clearing house; (iv) riot, commotion, war, flood, typhoon, earthquake, fire or explosion; (v) any interruption, delay, failure, suspension or error of third party electronic transmission or other electronic system; or (vi) any other cause which is beyond the reasonable control of the Company or its agents. The Company reserves the right to suspend, restrict or cease to provide all or part of the China Connect Services in its absolute discretion without any prior notice upon the happening of any of the above events and the Client should still bear the settlement obligations if the orders are matched and executed.
倘若由於(i)任何政府或監管機構、交易所、市場、結算所或其他主管機構的限制、失誤、違約或行為；(ii)交易所提供的任何服務被暫停、限制或停止；(iii)結算所中斷或未能結算和清算任何交易；(iv)發生暴亂、暴動、戰爭、水災、颱風、地震、火災或爆炸；(v)第三者電子傳輸系統或其他電子系統被中斷、延遲、失誤、暫停或錯誤；或(vi)超過公司或其代理人的合理控制能力的其他任何原因而直接或間接地導致公司及其代理人未能履行其對中華通服務分別應當承擔的義務，則公司及其代理人不需要對該等未能履行的義務承擔任何責任。公司保留權利，在發生任何上述事件以後，按其絕對酌情權決定暫停、限制或者停止提供全部或者部分之中華通服務，而無需作出任何通知，並且如訂單已經配對及執行，客戶仍須承擔交收責任。
19. The Company shall not be liable to the Client for any indirect, consequential, incidental, special or punitive damages, losses, liabilities, costs or expenses whatsoever relating to the China Connect Services including but not limited to any loss of profits.
對於涉及中華通服務的無論何種間接的、因此而產生的、附帶的、特別的或懲罰性的損害、損失、負債、費用或開支(包括但不限於任何利潤損失)而言，公司不需要向客戶承擔任何責任。
20. The terms in this Agreement (as may be amended and supplemented from time to time) shall constitute a legally binding agreement if the Client commences or continues using the China Connect Services. The terms in this Agreement are in addition to the terms and conditions governing the account relationship between the Client and the Company and in the event of any discrepancy, the terms in this Agreement shall prevail.
在客戶開始及繼續使用中華通服務時，本協議中的各項條款(該等條款可能不時被修訂和補充)即構成對客戶具有法律約束力的協議。本協議中的條款為約束客戶及公司之間的賬戶關係的條款及條件的附加條款，而且如兩者有歧異，以本協議內的條款為準。
21. This Agreement shall be governed by the laws of the Hong Kong.
本協議受香港特別行政區的法律管轄。
22. If there is inconsistency between the English version and the Chinese version of this Supplementary Terms for China Connect Services, the English version shall prevail.
如本中華通服務補充條款之中、英文版本之間存在差異，概以英文版本為準
23. The Client acknowledges if the Client has any questions about this supplementary terms, the Client can contact his/her account executive.
客戶承認如客戶對本補充條款有任何疑問，客戶可與他/她的客戶主任聯絡。

RISK DISCLOSURE STATEMENTS FOR CHINA CONNECT SECURITIES SERVICES
滬深港股票市場交易互聯互通機制服務風險披露說明

1. Risk of investing in Renminbi-denominated products
投資人民幣計價產品的風險

A renminbi product is a generic term which may include a wide range of investment products denominated or settled in renminbi or have exposure to renminbi-linked assets or investments. For the avoidance of doubt, “Renminbi-denominated products” shall include “listed Renminbi-denominated securities”. 人民幣產品可包括多種類的投資產品。一般以人民幣計價或結算、或投資於與人民幣掛鈎的資產或投資項目，也可稱為人民幣產品。為避免有任何爭議，“人民幣計價產品”的釋義應包括“上市人民幣計價證券”。

(a) Investment / market risk: Like any investments, renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referred to may fall as well as rise, resulting in gains or losses to the product. This means that the Client may suffer a loss even if renminbi appreciates. 投資風險 / 市場風險: 跟所有投資一樣，人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，客戶亦可能須承受虧損。

(b) Liquidity risk: Renminbi products are also subject to liquidity risk as renminbi products are a new type of product and there may not be regular trading or an active secondary market. Therefore, the Client may not be able to sell his investment in the product on a timely basis, or the Client may have to sell the product at a deep discount to its value.

流通風險: 由於人民幣產品是一項新產品，因此可能沒有一般的交易活動或活躍的二手市場。因此，客戶或不能即時出售有關產品，又或可能要以極低價出售。

(c) Issuer / counterparty risk: Renminbi products are subject to the credit and insolvency risks of their issuers. The Client should consider carefully the creditworthiness of the issuers before investing. Furthermore, as a renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the renminbi products and result in substantial losses.

發行人 / 交易對手風險: 人民幣產品須面對發行人的信貸風險及無力償債風險。客戶應該仔細考慮發行人的信用程度，再作出投資決定。由於人民幣產品亦可能投資於衍生工具，客戶亦須承受衍生工具發行人違約的風險。這些風險可能對產品的回報有負面影響，更可能構成重大損失。

(d) Currency risk: In general, a non-Mainland (including Hong Kong) investor who holds a local currency other than renminbi will be exposed to currency risk if he invests in a renminbi product. This is because renminbi is a restricted currency and subject to exchange controls, the Client may have to convert the local currency into renminbi when the Client invests in a renminbi product. When the Client redeems / sells his investment, the Client may also need to convert the renminbi received upon redemption / sale of his investment product into the local currency (even if redemptions / sale proceeds are paid in renminbi). During these processes, the Client will incur currency conversion costs and the Client will also be exposed to currency risk. In other words, even if the price of the renminbi product remains the same when the Client purchases it and when the Clients redeems / sells it, the Client will still incur a loss when the Client converts the redemption / sale proceeds into local currency if renminbi has depreciated. Like any currency, the exchange rate of renminbi may rise or fall. Further, renminbi is subject to conversion restrictions and foreign exchange control mechanism.

貨幣風險: 一般來說，非內地（包括香港）的投資者若以人民幣以外的本地貨幣投資人民幣產品，便需承受匯率風險。因為人民幣是受到外匯管制的貨幣，當客戶打算投資於人民幣產品時，便可能要將他的本地貨幣轉換為人民幣。而當客戶贖回或售出他的投資時，客戶或需要將人民幣轉換回本地貨幣（即使贖回或出售投資的收益是以人民幣繳付）。在這過程中，客戶會牽涉轉換貨幣的成本，亦要承受匯率風險。換言之，就算客戶買賣該人民幣產品的價格不變，於轉換貨幣的過程中，如果人民幣貶值，客戶亦會有所損失。正如所有貨幣一樣，人民幣的匯率可升可跌，而人民幣更是受到轉換限制及外匯管制的貨幣。

Depending on the nature of the renminbi product and its investment objective, there may be other risk factors specific to the product which the Client should consider. Before making an investment decision, always read the risk factors as set out in the offering documents and seek professional advice where necessary.

視乎該人民幣產品的性質及投資目標，客戶可能須承受其他風險。作出投資決定前，記得要細讀銷售文件內的風險因素，如有需要，應尋求專業意見。

2. Major risks of investing in Mainland A-share market via China Stock Connect
投資中華通股票的主要風險

(a) Not protected by Investor Compensation Fund 不受投資者賠償基金保障

Investors should note that any Northbound or Southbound trading under China Stock Connect will not be covered by Hong Kong's Investor Compensation Fund. 投資者須注意，香港的投資者賠償基金並不涵蓋中華通下的任何北向交易和南向交易。

Hong Kong's Investor Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorized financial institution in relation to exchange-traded products in Hong Kong. Examples of default are insolvency, in bankruptcy or winding up, breach of trust, defalcation, fraud, or misfeasance. As far as Southbound trading is concerned, since Mainland securities brokers are neither licensees nor registered institutions with the SFC in Hong Kong and they are not regulated by the SFC, the Investor Compensation Fund will not cover Southbound trading via China Stock Connect.

香港的投資者賠償基金主要保障任何因持牌中介人或認可財務機構因為違責事項，例如無償債能力、破產或清盤、違反信託、虧空、欺詐或不當行為，而導致任何國籍的投資者因涉及香港交易所上市或買賣的產品而蒙受的金錢損失。就港股通南向交易而言，由於中國內地的證券商並非香港證監會的持牌人或註冊機構，亦不受到證監會的規管，因此投資者賠償基金將不涵蓋港股通南向交易。

As for Northbound trading, according to the Securities and Futures Ordinance, the Investor Compensation Fund will only cover products traded in Hong Kong's recognized securities market (SEHK) and recognized futures market (Hong Kong Futures Exchange Limited, HKFE). Since default matters in Northbound trading via China Stock Connect do not involve products listed or traded in SEHK or HKFE, so similar to the case of investors trading overseas securities, they will not be covered by the Investor Compensation Fund.

就中華通北向交易而言，根據《證券及期貨條例》，投資者賠償基金僅涵蓋在認可股票市場（聯交所）及認可期貨市場（期交所）上買賣的產品。由於中華通北向交易違責事項並不涉及聯交所和期交所上市或買賣的產品，因此一如買賣海外證券的投資者，投資者賠償基金亦不涵蓋中華通北向交易。

For further information on Hong Kong's Investor Compensation Fund, please refer to the website of Investor Compensation Company Limited. For information on licensees and registered institutions under the SFC, please consult the Public Register of Licensed Persons or Registered Institutions in the SFC website.

有關香港的投資者賠償基金的進一步資料，可參閱投資者賠償有限公司網站。至於有關香港的證監會持牌人或註冊機構的資料，則可到證監會網站的持牌人及註冊機構的紀錄冊查詢。

On the other hand, according to the Measures for the Administration of Securities Investor Protection Fund, the functions of China Securities Investor Protection Fund (CSIPF) include “indemnifying creditors as required by China's relevant policies in case a securities company is subjected to compulsory regulatory measures including



dissolution, closure, bankruptcy and administrative takeover by China Securities Regulatory Commission (CSRC) and custodian operation” or “other functions approved by the State Council”. As far as Hong Kong investors participating in Northbound trading are concerned, since they are carrying out Northbound trading through securities brokers in Hong Kong and these brokers are not Mainland brokers, therefore they are not protected by CSIPP on the Mainland.

另一方面，根據《證券投資者保護基金管理辦法》，中國投資者保護基金的用途為“證券公司被撤銷、關閉和破產或被證監會實施行政接管、托管經營等強制性監管措施時，按照國家有關政策規定對債權人予以償付”或“國務院批准的其他用途”。對於參與北向交易的香港投資者而言，由於他們是通過香港本地券商進行北向交易，該券商並非內地證券公司，因此中國內地投資者保護基金亦不涵蓋中華通北向交易。

(b) Quotas used up 額度用盡

When the respective aggregate quota balance for Northbound and Southbound trading is less than the daily quota, the corresponding buy orders will be suspended on the next trading day (sell orders will still be accepted) until the aggregate quota balance returns to the daily quota level. Once the daily quota is used up, acceptance of the corresponding buy orders will also be immediately suspended and no further buy orders will be accepted for the remainder of the day. Buy orders which have been accepted will not be affected by the using up of the daily quota, while sell orders will be continued to be accepted. Depending on the aggregate quota balance situation, buying services will be resumed on the following trading day.

當北向交易和南向交易分別的總額度餘額少於每日額度時，相應買盤會於下一個交易日暫停(但仍可接受賣盤訂單)，直至總額度餘額重上每日額度水平。而每日額度用完時，亦會即時暫停相應買盤交易訂單(已獲接受的買盤訂單不會因每日額度用盡而受到影響，此外仍可繼續接受賣盤訂單)，當日不會再次接受買盤訂單，但會視乎總額度餘額狀況於下一個交易日恢復買盤交易。

(c) Differences trading day 交易日差異

As mentioned above, China Stock Connect will only operate on days when both markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the Mainland market but Hong Kong investors cannot carry out any A-share trading. Investors should take note of the days China Stock Connect is open for business and decide according to their own risk tolerance capability whether or not to take on the risk of price fluctuations in A-shares during the time when China Stock Connect is not trading.

如前所述，由於中華通只有在兩地市場均為交易日、而且兩地市場的銀行在相應的款項交收日均開放時才會開放，所以有可能出現內地市場為正常交易日、而香港投資者卻不能買賣 A 股的情況。投資者應該注意中華通的開放日期，並因應自身的風險承受能力決定是否在中華通不交易的期間承擔 A 股價格波動的風險。

(d) Restrictions on selling imposed by front-end monitoring 前端監控對沽出的限制

For investors who usually keep their A-shares outside of their brokers, if they want to sell certain A-shares they hold, they must transfer those A-shares to the respective accounts of their brokers before the market opens on the day of selling (T day). If they fail to meet this deadline, they will not be able to sell those A-shares on T day.

對於那些一般將 A 股存放於券商以外的投資者而言，如果需要沽出所持有的某些 A 股股票，必須在不遲於沽出當天（T 日）開市前成功把該 A 股股票轉至券商帳戶中。如果投資者錯過了此期限，他/她將不能於 T 日沽出該 A 股。

(e) The recalling of eligible stocks 合資格股票的調出

When a stock is recalled from the scope of eligible stocks for trading via China Stock Connect for above-mentioned reasons, the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of investors. Investors should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by SSE, SZSE and SEHK.

當一些原本為中華通合資格股票由於前述原因被調出中華通範圍時，該股票只能被賣出而不能被買入。這對投資者的投資組合或策略可能有影響。投資者需要密切關注兩地交易所提供及不時更新的合資格股票名單。

(f) Currency risks 貨幣風險

Hong Kong and overseas investor who holds a local currency other than RMB will be exposed to currency risk if he/she invests in RMB products due to the need for the conversion of the local currency into RMB. During the conversion, you will also incur currency conversion costs. Even if the price of the RMB asset remains the same when you purchase it and when you redeem / sell it, you will still incur a loss when you convert the redemption / sale proceeds into local currency if RMB has depreciated. 香港及海外的投資者若以人民幣以外的本地貨幣投資人民幣資產，由於要將本地貨幣轉換為人民幣，便需承受匯率風險。在匯兌過程中，將會牽涉轉換貨幣的成本。即使該人民幣資產的價格不變，於轉換貨幣的過程中，如果人民幣貶值，亦會有所損失。

The above may not cover all risks related to China Stock Connect and any above-mentioned laws, rules and regulations are subject to changes.

以上只概述涵蓋中華通涉及的部分風險，相關法律、法規及規則可能會不時更改。