



东皓证券有限公司
SUNFUND SECURITIES LIMITED

客户协议书
CLIENT AGREEMENT

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STANDARD TERMS AND CONDITIONS (Securities Trading)

标准条款及细则 (证券交易)

(中文版本 - 只供参考)

In consideration for the provision of securities trading, credit facilities and related services by Sunfund Securities Limited (the "Company" or "SSL", which expression shall include the head office and each and every branch of SSL wherever situate, its successors in title and assigns), the client identified in the Account Opening Form¹ or approved by SSL and at whose request or on whose behalf one or more accounts are opened with SSL agrees to accept and be bound by the provisions of the above-mentioned Account Opening Form, these Standard Terms and Conditions ("Conditions") and the applicable First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule hereto (collectively called "this Agreement" or "Agreement"), as from time to time amended or supplemented by SSL, which said provisions of the Agreement shall apply to all of the said services and facilities provided to such client (the "Client" or "you", which expression shall include such client's heirs, executors, administrators, personal representatives and successors as the case may be and all references to "your" shall be construed accordingly), unless otherwise expressly agreed in writing by SSL. If you carry on or continue to carry on business with SSL, it shall constitute your acceptance of SSL's terms and conditions which form part of SSL's agreement with you and constitute a legally binding contract between you and SSL. This Agreement shall be in substitution for and to the exclusion of any prior terms of business between you and SSL relating to the subject matter of this Agreement.

鉴于东皓证券有限公司 ("本公司"或"东皓证券", 此称号包括东皓证券的总行及不论位于何处的各分行, 以及东皓证券的权益继承人及受让人) 所提供的证券交易、信贷融通及有关的服务, 在开户表格¹上识别为客户或由东皓证券核准的有关客户并按该客户的要求或为其于东皓证券开立一个或以上账户的该客户同意接受及受不时可由东皓证券修改或增补的载于上述开户表格、本标准条款及细则 ("标准条款") 及附于本标准条款而适用的第一附表、第二附表、第三附表、第四附表、第五附表及第六附表的条款及细则 (统称 "本协议" 或 "协议") 所约束。除非东皓证券另作明确的书面同意, 否则本协议的条款及细则适用于所有上述向该客户 ("客户" 或 "你", 此称号视任何情况而定将包括该客户的继承人、遗嘱执行人、遗产管理人、个人代表及遗产继任人及所有提述 "你的" 须作相应的诠释) 提供的服务及便利。如果你与东皓证券进行业务往来或继续与东皓证券进行业务往来, 这将会构成你接纳东皓证券的条款 (有关条款将成为东皓证券与你的协议的一部份) 及构成你与东皓证券之间的一份具法律约束力的合约。本协议将会取代及排除你与东皓证券就本协议的目标事宜而先前达成的任何业务条款。

Terms defined in this agreement have the same meaning as in the other schedules annexed thereto.

本协议中所提及的术语与其夹附之其他附表中的术语具有相同的含义。

1. Scope of Agency and Authorization 代理及授权的范围

- 1.1 You or your Authorized Person(s)² may give to SSL instructions (which SSL may in its absolute discretion reject) to effect securities³ and other transactions for you. SSL may act on instructions given orally, in writing or electronically which purport, and which SSL reasonably believes to come from you or your Authorized Person(s) or to have been given on your behalf. SSL will not be under any duty to verify the capacity of the person(s) giving those instructions.

你或你的获授权代理人²可向东皓证券发出指示 (东皓证券有绝对酌情权拒绝接纳有关指示) 以代你执行证券³及其他交易。东皓证券可就据称或其合理地相信源自于你或你的获授权代理人或由你的代表发出的口头、书面或电子形式的指示而行事。东皓证券无任何责任去核对发出这些指示的人士以何种身份行事。

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

Note: "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance.

假如东皓证券向你招揽销售或建议任何金融产品, 该金融产品必须是东皓证券经考虑你的财政状况、投资经验及投资目标后而认为合理地适合你的。本协议的其他条文或任何其他东皓证券可能要求你签署的文件及东皓证券可能要求阁下作出的声明概不会减损本条款的效力。

注: "金融产品" 指《证券及期货条例》所界定的任何证券、期货合约或杠杆式外汇交易合约。

- 1.3 If you are allowed by SSL to engage in securities trading through either cash account or margin account or to use the market data services and other related services, you are further subject to the terms and conditions set out in the First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule hereto as the case may be.

若东皓证券容许你以现金账户或保证金帐户进行证券交易服务或使用市场报价服务及其他相关服务, 你亦进一步受到本协议的第一附表、第二附表、第三附表、第四附表、第五附表及第六附表的条款及细则所约束 (视情况而定)。

¹ "Account Opening Form" means the account opening form or other document (however described) prescribed by SSL from time to time and provided by or on behalf of the relevant client to SSL in respect of such client's application to open one or more accounts with SSL.

"开户表格" 指东皓证券不时指定及由有关客户或其代表向东皓证券呈交与该客户申请于东皓证券开立一个或以上账户的有关开户表格或其他文件 (不论实际如何称述)。

² "Authorized Person(s)" means the person(s) authorized by you to give instructions to SSL as notified to SSL from time to time in such manner as SSL requires.

"获授权代理人" 指获你授权可向东皓证券发出指示的人士, 并且根据东皓证券所要求的形式, 不时通报东皓证券该等授权人士。

³ "Securities" means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to law including, without limitation:- (a) shares, stocks, debentures, loan stocks, funds, certificates of deposit, bonds or notes of, or issued by, any person, government or municipal government authority; (b) rights, options, forward contracts, futures or interests (whether described as units or otherwise) in or in respect of any securities in the said subparagraph (a); (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in the said subparagraph (a); and (d) interests in any collective investment scheme.

"证券" 指任何根据法律名为证券或通常称为证券的权益、权利或财产 (不论属文书或其他形式), 包括但不限于: (a) 任何由人士、政府或市政当局或由其发行的股份、股票、债权证、债权股、基金、存款证、债券或票据; (b) 在 (a) 段所述各证券中或关于该等证券的权利、期权、远期合约、期货或权益 (不论以单位或其他方式描述) (c) 在 (a) 段所述各证券的证明书或收据, 或认购或购买该等证券的权证; 及 (d) 在任何集体投资计划中的权益。

- 1.4 SSL may effect your securities transactions in such manner and through any of its Affiliates⁴, members or participants of any exchange or clearing house, or brokers in the relevant markets as SSL may absolutely decide. SSL will usually act as your execution agent, and if SSL acts as principal to your transactions, this will be disclosed to you prior to or at the point of entering into transaction and in the relevant contract notes or trading confirmations. You agree that SSL, unless otherwise required by relevant laws or regulations, shall not be accountable to you for any commissions, remuneration, rebates or other benefits which SSL may receive from or offer to any person in respect of any transaction or business conducted with you or on your behalf.

东皓证券可根据其绝对决定以何种形式透过任何其附属人⁴、任何交易所或结算所的会员或参与者，或相关市场的经纪执行你的证券交易。东皓证券通常作为你的执行代理人，而如果东皓证券本身是作为你的交易对手，这将会在订立交易前或在订定交易时以及有关的成交单据或交易确认函中向你披露。除非因相关法律或规例所规范，你同意东皓证券毋须就任何与你或代表你进行的交易或业务所获取的或向任何人士提供的佣金、报酬、回佣或其他利益向你作出任何交代。

- 1.5 SSL may, from time to time, act as a distributor of certain investment products, which may be issued by SSL itself, an Affiliate or by a third party independent of SSL. SSL may be affiliated with various issuers of investment products. Issuers that are the holding companies/subsidiaries associated with SSL are SSL's Affiliates. All other issuers are third party issuers which are not Affiliates, and not associated with SSL.

东皓证券将不时地分销某些投资产品，而这些投资产品可能由东皓证券、其附属人或独立于东皓证券的第三方发行。东皓证券可能跟多位投资产品发行商关联。如发行商为东皓证券之控股公司或附属公司，均为东皓证券附属人。其他第三方发行商而非东皓证券之附属人，均非与东皓证券有隶属关系。

- 1.6 SSL or its Affiliates may receive certain benefits from the product issuer for distribution of the product. SSL may also monetarily benefit from distributing its own products. Such benefits might include:

东皓证券及附属人在产品分销时可能从产品发行商得到某些收益。东皓证券可能于分销产品时获得金钱收益。这些收益可能包括：

- (a) Non-explicit monetary benefits for distributing an investment product which is issued by SSL or its Affiliates. SSL and other group companies may benefit from the origination and distribution of certain products;

于分销东皓证券或附属人所发行的产品而收取并非明确金钱报酬。东皓证券或附属人可能于产品成立及分销时获得利益；

- (b) Monetary benefits which are not quantifiable prior to or at the point of sale such as trailer fees and rebates; and

于订立交易前或订定交易时不可量化的金钱收益，例如：销售佣金或回佣；及

- (c) Non-monetary benefits, such as research and advisory services, market analysis, portfolio analysis, training, and seminars.

非金钱收益，例如：研究及建议服务、市场分析、组合分析、培训及讲座。

- 1.7 You may at times be able to benefit from a reduction in or a discount on the fees and charges payable in relation to certain investment products.

因应某些投资产品，你可能不时获得费用及收费折扣。

- 1.8 Securities transactions effected by SSL on your behalf are subject to the laws, regulations, constitution, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, exchange, clearing house or jurisdiction as amended from time to time.

东皓证券代你进行的证券交易须受到有关市场、交易所、结算所或司法管辖区不时修订的法律、规例、宪章、附例、规则、习惯、用法、裁定和诠释及交易征费所约束。

- 1.9 You agree to and hereby irrevocably appoint SSL with full power and authority as your true and lawful attorney, to the fullest extent permitted by law, to act for and on your behalf for purpose of carrying out the provisions of this Agreement and taking any action and executing any document or instrument in your name or in SSL's own name which SSL may deem necessary or desirable to accomplish the purposes of this Agreement.

你同意及谨此不可撤销地委任东皓证券并赋予其全面的权力及权限，作为你的真正及合法授权人（在法律许可的全面范围内）去为你及代表你执行本协议的条款，并于东皓证券认为在履行本协议的目的有所需要或合宜之时，以你或东皓证券本身的名义签订任何文件或文书。1.10 Only your Authorized Persons are entitled to have discretionary authority with respect to your account(s) with SSL and they must exercise their authority in accordance with applicable laws, rules, regulations and regulatory requirements (statutory or otherwise). SSL and its directors, officers, employees and agents may not act as an Authorized Person and shall not have any discretionary authority with respect to any of your account(s) with SSL. SSL shall not be held liable or responsible for anything done or omitted to be done by any person in breach of this provision.

只有你的获授权代理人拥有你在东皓证券开立账户的全权委托授权，而且他们必须遵守适用的法律、规则、规例及监管要求（不论是否法定要求）以执行他们所有的授权。东皓证券及其董事、高级职员、雇员及代理人不可作为获授权代理人之身份行事，并且不得就你在东皓证券开立的任何账户获得任何全权委托授权。东皓证券不会就任何人士违反本条款规定而作出或没有作出的任何事情负上任何义务或责任。

2. Dealing Practices 交易惯例

- 2.1 SSL may determine the priority in the execution of your orders having due regard to market practice, applicable regulations and fairness to all clients.

东皓证券在适当考虑过市场惯例、适用规例及对所有客户之公平性后，可决定执行你的买卖盘的优先次序。

- 2.2 SSL may, without prior reference to you, combine for execution your orders with the orders of other clients. This may result in a more favorable or less favorable price being obtained for you than executing your orders separately. Where there are insufficient securities to satisfy orders so combined, the transactions will be allocated between clients with due regard to market practice and fairness to clients.

东皓证券可在没有事前向你提及的情况下，将你的买卖盘与其他客户的买卖盘合并执行。这可能较独立地为你执行买卖盘而给你带来较有利或不利的执行价格。如果未有足够的证券以满足这些经合并的买卖盘，东皓证券可在适当考虑过市场惯例及对客户之公平性后，将有关交易在其客户之间分配。

- 2.3 SSL will not be liable for any delay or failure in the transmission of orders due to breakdown or collapse of communication facilities or for any other delay or failure beyond the control of SSL.

对于因为通讯设施的故障或失灵或任何其他在东皓证券可控的范围以外的延误或故障而导致买卖盘的传送出现延误或失败，东皓证券将毋须承担责任。

- 2.4 By reason of physical restraints and rapid changes of securities prices, SSL may not always be able to execute your orders in full or at the prices quoted at

⁴ "Affiliate" means, in relation to a party, an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any of such entities' directors, officers or employees.

“附属人”就任何一方而言，指个人、法人、合伙企业或任何其他形式的直接或间接控制，由该方控制或与其共同控制的实体或其董事、高级职员或雇员的任何实体。

any specific time or "at best" or "at market" and you agree to be bound by such executions.

由于实际情况的限制及证券价格迅速的变动，东皓证券可能未必能够全数执行或依照在某个时间的报价或按照“最佳价”或“市价”执行你的买卖盘，而你同意受此等交易的约束。

- 2.5 Request to cancel or amend your orders is only possible before the orders are executed. In the case of full or partial execution of your cancelled orders, you agree to accept full responsibility for the transactions.

取消或修改你的买卖盘的要求只可在此等买卖盘被执行前才可被接纳。如果你要求取消的买卖盘已经全数或部份被执行，你同意就此等交易负上全部责任。

- 2.6 Market orders may result in unfavorable executions owing to volatile market conditions. Moreover, cancellation of market orders is rarely possible as they are subject to immediate execution.

市价买卖盘可能会因为市况波动而导致以不利的价格被执行。此外，由于市价买卖盘会实时被执行，因此通常难以取消。

- 2.7 Your trading orders are good for the day unless you specify otherwise. A good-till-cancelled order remains a pending order until cancelled by you. The order may be executed at any time prior to such cancellation, and you accept full responsibility for the transactions.

除非你另行指明，否则你的买卖盘会在你落盘当日整日有效。一直有效的买卖盘将持续有效地有待执行直至被你取消为止。此等买卖盘可在取消之前的任何时间被执行，而你同意就此等交易承担一切责任。

- 2.8 Following execution of your orders, SSL will send you trade confirmations of your transactions and relevant statements summarizing entries in your account. Transactions recorded on such trade confirmations and statements shall be deemed to be authorised, correct and binding on you if not objected to in writing by you within forty-eight (48) hours in the case of trade confirmations and statements.

在替你执行买卖盘后，东皓证券将会向你发出交易确认及有关的结单扼要地列出你的账户的记项。如果你在收到有关交易确认以后的四十八(48)小时内及在收到有关结单两(2)日内不作出任何书面异议，则该等交易确认及结单内之有关事务历史记录将被视作已被授权、正确及于你而言具有约束性的。

- 2.9 If services are to be provided by SSL to you in relation to derivative products, including options, SSL shall provide to you upon request product specifications and any prospectus or other offering document covering such products.

若东皓证券向你提供有关衍生产品（包括期权）的服务，东皓证券应按照要求向你提供有关该产品的规格或任何章程或其他要约文件。

- 2.10 You confirm that until such time as SSL receives written notice from you to the contrary in respect of one or more specific transactions, you will not give SSL any order to sell securities which is a short selling order (as defined in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong) ("SFO")) to be executed at or through the Stock Exchange of Hong Kong Limited ("SEHK").

你确认除非东皓证券实际收到你关于你对某一项或一项以上的指定交易之反对书面通知，否则你将不会给予东皓证券于或透过香港联合交易所（“**联交所**”）出售证券的交易指示，而该等交易指示是属于卖空指示（其释义按《证券及期货条例》（香港法例第 571 章）（“**证券及期货条例**”）附表 1 第 1 部第 1 条所订定）。

- 2.11 Without prejudice to Clause 2.10 above, in respect of each short selling order to be transacted at or through the SEHK upon your instruction, you understand the relevant provisions of sections 170 and 171 of the SFO and its related subsidiary legislation and agree to ensure compliance with the same by you and any other relevant persons.

在不影响上述第 2.10 条的原则下，关于每一个按你指示于或透过联交所进行卖空的指示，你明白《证券及期货条例》第 170 条及第 171 条及其相关的附属法例的有关条款，并同意确保你及任何其他有关人士将会遵守该等条款。

- 2.12 You understand that where SSL is selling as agent, SSL shall not convey or accept an order to sell securities which is a short selling order at or through the SEHK unless SSL has received from you, or any other person for whose benefit or on whose behalf the order is made, certain required assurance and SSL shall be obliged to collect from you, or such other person, such information (if any), in the form of a document and within such time, as is prescribed by relevant rules made under the SFO.

你明白东皓证券是以代理人身份出售证券，东皓证券不得于或透过联交所传达或接受属于卖空的指示，除非东皓证券已从我或其他人士（如该指示是为该等其他人士的利益或代其他人士作出）并按照《证券及期货条例》的有关规则订明的时间内收取所需的保证，并且东皓证券有义务向你或该等其他人士收取以文件形式提供的如此订明的数据（如有）。

- 2.13 You understand and agree that SSL may use a telephone recording system to record conversations with you and your Authorized Persons. You acknowledge and warrant that each Authorized Person also consents to such recording.

你明白及同意东皓证券可使用电话录音系统将东皓证券与你及你的获授权代理人等的对话交谈录音。你声明及保证每个获授权代理人亦同意东皓证券进行此等录音。

3. Electronic Trading 电子交易

- 3.1 SSL may provide you with electronic trading facilities and services which may include but is not necessarily limited to trading through internet, electronic or mobile devices (collectively called "**Electronic Trading Services**") and they are provided upon the provisions of this Agreement and other terms and conditions to be specified by SSL from time to time.

东皓证券可向你提供电子交易设施及服务，其中可包括但并不必限于通过因特网平台或电子或移动设备的交易等（统称“**电子交易服务**”），而有关设施及服务是按照本协议及东皓证券不时指明的其他条款而提供的。

- 3.2 When using the Electronic Trading Services, you warrant that you are the only authorized user of your Transaction Passwords⁵ and will be responsible for all instructions placed and all transactions conducted with the use of your Transaction Passwords. You also undertake to use your Transaction Passwords with caution.

当使用电子交易服务时，你保证你是你的交易密码⁵的唯一获授权用户及将会就所有透过使用你的交易密码发出的买卖盘及所有进行的交易承担责任。你并且保证会小心地去使用你的交易密码。

- 3.3 You shall not and shall not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to the

⁵ "Transaction Passwords" means your password, PIN, User ID or such codes as may either be notified to you or specified or reset by you from time to time in respect of your access to the Electronic Trading Services.

“交易密码”指你的通行密码、个人身份密码、用户密码或任何就你使用电子交易服务而不时向你通报或不时经由你设定或重设的密码。

Electronic Trading Services.

你不会及不会尝试影响、修改、以破解编程或反向编程方式或以任何方式改变或在未获授权的情况下使用电子交易服务。

- 3.4 When you open an account on-line, in addition to completing and returning the Agreement through the Internet, you agree and undertake to return to SSL the original copy of the Agreement duly completed and signed by you witnessed or certified by a professional person such as a branch manager of a bank, certified public accountant, lawyer, notary public or any other person acceptable to SSL. SSL shall be entitled to refuse to execute your instructions until it has received such hard copy of the Agreement.

当你于在线开立账户时，除了透过在互联网上填妥及交回本协议，你同意及承诺交回你填妥及签署并经由专业人士（例如银行分行经理、执业会计师、律师、公证人或任何其他东皓证券可接受的人士）所见证或验证协议的真本。东皓证券有权拒绝执行你的指示直至东皓证券已收妥上述的协议真本。

- 3.5 Unless otherwise agreed by SSL, SSL is not obliged to execute your instructions until there are sufficient cleared funds or securities in your account to settle your transactions.

除东皓证券同意外东皓证券并没有义务执行你的指示，直至你的账户有足够的已结算款项或证券以结算进行你的交易。

- 3.6 SSL will not be deemed to have received your instructions or have executed your orders unless and until you are in receipt of SSL's message acknowledging receipt or confirming execution of your orders. You agree to immediately notify SSL if you do not receive SSL's message acknowledging receipt or confirming execution of your orders, or you are in receipt of any messages in respect of transactions which you did not instruct, or you become aware of any unauthorized use of your Transaction Passwords.

除非及直至你收到东皓证券的信息确认已收到或确认已执行你的指示，否则东皓证券将不被视为已收到你的指示或已执行你的指示。当你没有收到东皓证券就你的指示而发出的确认已收到或确认已执行的信息，或你收到涉及并非由你作出指示的交易的任何信息，或你发现任何有关你的交易密码未获授权的使用，你同意你会实时通知东皓证券。

- 3.7 The Electronic Trading Services provide you with an additional means to place instructions to SSL or gain access to information relating to your account. You may also do so by calling one of SSL's sales representatives direct. If you experience any problems in reaching SSL through the Electronic Trading Services, you may use other methods to communicate with SSL and inform SSL of the difficulty you are experiencing.

电子交易服务为你提供额外的途径以便向东皓证券发出指示或查阅有关你的户口资料。你亦可直接致电东皓证券的任何一位营业代表发出指示或进行户口数据查询。如果你透过电子交易服务联络东皓证券时遇到任何困难，你可以使用其他方法与东皓证券联络，并通知东皓证券你所遇到的困难。

- 3.8 You agree to review every order before placing it as it may not be possible to cancel your orders once given.

你同意在发出每个指示之前加以复核，因为你的指示一经作出，便可能无法取消。

- 3.9 You may give on-line instructions to SSL regarding fund deposit, fund withdrawal and transfer of securities followed by original copy of such instructions. However, SSL is authorized at its discretion to act upon your on-line instructions alone. Your account will be credited with the relevant funds or securities once SSL receives your cleared funds or securities.

你可以就存款、提款及转移证券向东皓证券作出线上指示，然后再补交有关指示的真本。惟东皓证券获授权可自行决定只根据你的在线指示去执行有关的指示。当东皓证券收到你的已结算款项及证券时，你的账户便会记入有关的款项及证券。

- 3.10 In the case of securities transfer, you will be responsible for arranging the relevant third party to deliver the securities to you or to receive your securities, and that any handling, transfer or custodian fees and charges shall be at your costs.

如涉及转移证券，你须负责安排有关之第三者向你交付证券或收取你的证券，而因此招致的任何处理、转移及托管费用及收费将会由你承担。

- 3.11 The Electronic Trading Services may provide, for informational purposes only, data about securities, derivatives, mutual funds or other investment products 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 products. Whilst SSL believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from SSL shall be inferred from such data.

电子交易服务是纯粹为着提供信息而向你提供由第三者所发布的有关证券、衍生产品、互惠基金及其他投资产品的信息。由于市况波动及数据传送过程可能出现的延误，有关的信息可能并非该等相关产品的实时市场报价。尽管东皓证券相信该等信息是可靠的，但它没有独立的基础可以核证或反驳有关信息的准确性和完整程度。任何人士不得从该等信息来推论东皓证券对该等信息作出推荐或认可。

- 3.12 Information provided under the Electronic Trading Services is provided on an "as is", "as available" basis and SSL does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. SSL gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such information.

电子交易服务所提供的信息是按照“现况”及“现时所供应”的基础而提供的，及东皓证券不会担保该等信息的及时性、次序、准确度、充份程度或完整程度。就该等信息而言，东皓证券没有作出任何明示或默示的保证（包括但不限于可商售性或适合性作任何某种用途的保证）。

- 3.13 Notwithstanding any other provisions contained in this Agreement, where you are a client using the Electronic Trading Services, following execution of your trading orders, you accept that SSL may send you and you agree to receive trade confirmations of your transactions through electronic posting to your account or other electronic means in lieu of printed confirmations. Such information will be freely accessible by you after such sending by SSL and you shall print out the confirmations or make your own arrangements forthwith without delay to maintain your own records if necessary. SSL will also send you relevant statements summarizing entries in your account by mail, email or otherwise.

不论本协议中任何其他条款的规定，若你是使用电子交易服务的客户，于你的买卖指示被执行之后，你接受东皓证券可以而你亦同意接收东皓证券通过电子告示方式或通过其他电子方式以取代印本形式向你发出你的成交单据。于东皓证券发出该等信息之后，你可随意读取该等信息。若有需要的话，你必须尽促将该等单据打印出来或作出你自己的安排，以便在必要时保留你自己的纪录。东皓证券也会以邮递、电子邮件或其他方式向你发出有关的结单，总结你账户内的记账情况。

- 3.14 You accept the risks of receiving or gaining access to services through and communication and conducting transactions over the Internet or other electronic means or facilities.

你接受经由互联网或其他电子方式或便利设施的通讯及进行的交易而接收或取用服务的风险。

4. Settlement 交收

- 4.1 Where SSL has executed a purchase or sale transaction on your behalf, you will on demand or by the due settlement date as required by SSL or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to SSL. If you fail to do so by such time or date, SSL

is authorized by you, in its absolute discretion:

如东皓证券代表你执行买入或出售之交易，你将在东皓证券要求之时或在交收到期日按照东皓证券或有关的交易所或结算所的要求向东皓证券支付已结算的款项或以可交付的形式向东皓证券交付证券。如果到该时间或日期你未有这样做，东皓证券获得你授权根据其绝对酌情权：

(a) in the case of a purchase transaction, to transfer or sell any securities in your account (including the purchased securities) to satisfy your obligations; or
如属买入交易，转移或出售你账户内的任何证券（包括该等已购入的证券）以履行你的义务；或

(b) in the case of a sale transaction, to borrow and/or purchase such sold securities as are necessary to satisfy your settlement obligations and you must pay and be responsible for all losses, costs, fees and expenses of all such transactions
如属出售交易，借入及/或买入所需的该等已出售的证券，以履行你的交收义务。而你必须支付及承担有关交易的所有损失、成本、费用及开支。

4.2 You will reimburse any amounts or premiums which SSL may be required to pay and for any losses, costs, fees and expenses (including legal expenses on a full indemnity basis) in connection with any settlement failure of your trades.

你须偿还东皓证券就你的交易的任何交收失误而可能须支付的任何数额或溢价及任何的损失、成本、费用及开支（包括根据全数弥偿基础计算的法律费用）。

4.3 To facilitate due settlement by you, SSL may in its absolute discretion lend securities to you or borrow securities for you to settle your sale trades. SSL may also enter into securities loans arrangements on your behalf or for your benefit, whether in the name of SSL, its Affiliates or otherwise, upon such terms as SSL conclusively decides. You shall indemnify SSL and its Affiliates for any margins, guarantees, securities or collateral maintenance and expenses as may be required under the securities borrowing and lending arrangements. SSL does not warrant or guarantee the availability or the continuing availability of such short selling facility or securities borrowing and lending facility.

为着方便你准时进行交收，东皓证券可根据其绝对酌情权向你借出股票或代你借入股票以交收你的出售交易。东皓证券亦可以其或其联属人或任何人的名义及根据其最终决定的条款代你或以你的利益订立证券借贷安排。你须弥偿东皓证券或其联属人在该等证券借贷安排之下所需的任何保证金、担保、证券或抵押品的维持金额及费用。东皓证券不会保证或担保这种卖空便利或股票借贷服务的可用性或持续可用性。

4.4 All currency exchange risks in respect of any transactions, settlement actions or steps taken by SSL under this Agreement shall be borne by you.

东皓证券根据本协议而进行的任何交易、交收行动或步骤所涉及的外汇兑换风险将由你承担。

4.5 For the purposes of carrying out your orders or exercising any of SSL's rights under this Agreement or under any of your accounts with SSL, SSL 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 yours or standing to your credit to any other currency. Exchange rate losses and the costs of conversion shall be borne by you.

为了执行你的指令或行使东皓证券在本协议下或在你的任何账户下的权利的目的之情况下，东皓证券可在任何时候按其独有及绝对酌情权及并无责任的情况下将你任何账户内或你的信用额内任何币别的任何金额兑换成任何其他货币。汇率损失和兑换成本须由你承担。

5. Terms of Possession

拥有条款

5.1 Securities purchased for you will be delivered to you (or as you may direct) provided that:

为你购入的证券将会交付给你（或如你所指示），条件是：

(a) such securities are fully paid;

该等证券须已全数付清代价；

(b) such securities have been received by, and under the safe custody of, SSL and

该等证券须已被东皓证券全数收取并安全保管下；及

(c) such securities are not subject to any lien, and/or are not held as collateral by SSL or its Affiliates.

该等证券并没有受到任何留置权约束，及/或非由东皓证券或其联属人持有作为抵押品。

5.2 Client securities and securities collateral of SSL shall be treated and dealt with in compliance with the provisions of the SFO and relevant rules made thereunder and relevant securities from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities with an authorized financial institution, a custodian approved by the Hong Kong Securities and Futures Commission (the "SFC") or another intermediary licensed for dealing in securities, or registered in your name or an associated entity of SSL.

东皓证券的客户证券及证券抵押品所获取的对待及处理须符合《证券及期货条例》及其有关规则条文的规定下，而不时代你收取的有关证券抵押品将被存放于在认可财务机构、获证监会核准的保管人或另一获发牌进行证券交易的中介人处维持，为持有该等客户证券目的，而在香港维持的独立账户稳妥保管；或以你或东皓证券或其有联系实体的名称登记。

5.3 SSL will not return to you the securities originally delivered or deposited but will return securities of the same class, denominations and nominal amount and ranking to you upon your instruction in writing.

东皓证券将不会向你交还你原先所交付或存放的证券，但倘收到你的书面指示，会向你付还同一类别、面值、名义数额及等级的证券。

5.4 Where your securities held by SSL are not registered in your name, any dividends, distributions or benefits which accrue in respect of such securities will be received by SSL and credited into your account. SSL may also exercise voting rights on your behalf with respect to such securities upon your prior specific instructions.

凡由东皓证券代你持有的证券并不是以你的名义登记，则任何就该等证券所带给的股息、分派或利益将会由东皓证券代收，然后记入你的账户。东皓证券亦可依照你事先的具体指示，就该等证券代你行使表决权。

5.5 Subject to the provisions of the SFO and relevant rules made thereunder, you authorize and agree that securities and securities collateral from time to time received or held on your behalf may be treated and dealt with in such manner as SSL may deem fit. You understand that such securities and securities collateral may be subject to a lien or charge in favour of third parties and return of such securities or securities collateral to you may be subject to satisfaction of such lien or charge. You also agree that SSL shall be entitled to retain for its own benefit and not be accountable to you for any fees, income, rebates or other benefits resulting from any lending or deposit of your securities or securities collateral to or with any third party for any purpose by SSL.

在《证券及期货条例》及其有关规则的规限下，你授权并同意不时代你收取或持有的证券及证券抵押品可按东皓证券认为适当的方式去对待及处理。你明白

该等证券及证券抵押品可能受第三者的留置权或押记所约束，及该些证券或证券抵押品必须于解除该等留置权或押记后才可以退还给你。你亦同意东皓证券有权为其本身的益处保留及毋须向你交代源自任何由东皓证券向第三者为任何目的借出或存放你的证券或证券抵押品所获取的任何收费、收入、回佣或其他利益。

- 5.6 Client money of SSL shall be treated and dealt with in compliance with the provisions of the SFO and relevant rules made thereunder and, accordingly, relevant client money from time to time received on your behalf will be paid into a segregated account for client money maintained in Hong Kong with an authorized financial institution or any other person approved by SFC. You agree that SSL shall be entitled to retain for its own benefit and not be accountable to you for any amounts of interest derived from the holding of client money on your behalf.

东皓证券的客户款项所获取的对待及处理须符合《证券及期货条例》及其有关规则条文的规定下，因此不时代你收取的有关款项将按例相应被存入于认可财务机构或获证监会批准的任何其他人士处开立而为持有有关的客户款项目的开立在香港开立及维持的独立账户。你同意东皓证券有权为其本身的益处保留及毋须向你交代任何代你持有的款项所产生的利息款额。

- 5.7 Subject to the provisions of the SFO and relevant rules made thereunder, SSL and its Affiliates shall have your standing authorization given on behalf of yourself and your Affiliates to (without being obliged so to do) effect fund transfers between any two or more of your and your Affiliates' accounts maintained with SSL and its Affiliates (of whatever nature and whether individually or jointly with others) for the purpose of discharging or reducing your or any of your Affiliates' obligations or indebtedness towards SSL or its Affiliates and without further consent from or any notice to you or your Affiliates.

在《证券及期货条例》及其有关规则的规限下，东皓证券及其附属人(于无义务的情况下)将持续被授权以你及你的附属人的名义于两个或以上属于你及你的附属人于东皓证券及其附属人开设的账户(无论是任何性质及是否个别性质或联名性质)之间进行款项转拨而无需你或你的附属人任何进一步的同意或被知会，藉此清算或减低你或任何你的附属人须向东皓证券或其附属人所履行的责任或偿付的债项。

- 5.8 Without prejudice to any other rights and remedies available to SSL, you agree that SSL may dispose or initiate a disposal by an associated entity of SSL of any of the securities or securities collateral from time to time received or held on your behalf in settlement of any liability owed by you or on your behalf to SSL, such associated entity or a third person.

在不影响东皓证券的任何其他权利及补救方法的情况下，你同意东皓证券可处置或促使东皓证券的有联系实体处置任何不时代你收取或持有的证券或证券抵押品，以解除你或代你对东皓证券、其有联系实体或第三者所负的法律上责任。

6. Charges and Expenses

费用及收费

- 6.1 SSL will charge you commissions calculated at such rate and on such basis as SSL may from time to time determine and notify to you. You shall be liable for payment upon demand of any debts and negative balance whatsoever and howsoever arising on your account including but not limited to commissions, charges, fees, statutory fees, taxes, levies, delivery charges and so on. SSL may withdraw cash from or liquidate securities in your account to discharge the amounts due.

东皓证券将会根据其不时决定及向你知会的计算比率及基础向你收取佣金。你必须负责要求支付任何不论为何或以何种形式而在你的账户所产生的任何债项及负结余，包括但不限于佣金、费用、收费、法定收费、税项、征费、交付收费等。东皓证券可从你的账户提取现金或出售持有的证券以支付有关的到期费用。

- 6.2 All your indebtedness to SSL will be charged with interest at such rate(s) to be notified by SSL from time to time. In the absence of such notification, your Hong Kong dollars indebtedness will be charged with interest at an annual rate of the higher of (i) ten per cent (10%) above the prime lending rate on Hong Kong dollars quoted by HSBC; or (ii) twelve and a half per cent (12.5%) above the prevailing one-month Hong Kong Inter-bank Offered Rate. In the case of foreign currency indebtedness, the annual interest rate will be ten per cent (10%) over the cost of funds of SSL to be quoted by SSL whether or not it has actually borrowed the funds.

你欠东皓证券的债项将按照东皓证券不时向你知会的利率征收利息，如果东皓证券没有作出上述的知会，你的港元债项利息将会按照 (i) 香港汇丰银行所报的最优惠贷款利率加百分之十 (10%) 或 (ii) 当前一个月香港银行同业拆息加百分之十二点五 (12.5%) 的年息率计算 (以较高者为准)。如属外币债项，年息率将会是东皓证券所报的资金成本加百分之十 (10%) (不论其是否有借入有关款项)。

- 6.3 Without prejudice to any other rights and remedies available to SSL, SSL may charge a maintenance fee payable at such rate or in such amount and upon such other terms as SSL may prescribe from time to time on your dormant account if you have no trading activity for six (6) months or more. Payment of such fees will be automatically deducted from your account.

在不影响东皓证券的任何其他权利及补救方法的情况下，如你的账户没有进行买卖活动有 六 (6) 个月或以上，东皓证券可根据其不时订明有关的应缴收费率或金额及其他条款向你收取账户维持费，而有关费用将会自动从你的账户中扣除。

7. Indemnity

弥偿

- 7.1 You shall fully indemnify SSL (for itself or as trustee for its Affiliates, directors, employees or agents - "**Indemnified Persons**") against all claims, actions, liabilities (whether actual or contingent) and proceedings against any of the Indemnified Persons and bear any losses, costs, charges or expenses (including legal fees) which the Indemnified Persons may suffer or incur in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under this Agreement, including any action taken by SSL or any of its Affiliates to protect or enforce its rights, or its security interest under this Agreement, whether or not as a result of any default or breach by you.

你应全数加以弥偿所有针对东皓证券 (就东皓证券本身或作为其附属人、董事、雇员或代理人的受托人，一律统称 ("**获弥偿人士**") 而作出的申索、行动、责任 (不论是否实质或潜在性的) 及针对任何获弥偿人士而进行的法律程序，并承担任何获弥偿人士就履行其义务或提供其服务或行使本协议之下的权利、权力或酌情权，包括由东皓证券或其附属人为保障或强制执行其权利或在本协议之下的抵押品权益 (不论是否因你的失责或违反所致)，而蒙受或招致的损失、成本、费用或开支 (包括法律开支)。

8. Lien, Set-off and Combination of Accounts

留置权、抵销权及账户的合并

- 8.1 Subject to the provisions of the SFO and relevant rules made thereunder, SSL shall be entitled and authorized to, for itself or as agent for its Affiliates, at any time or from time to time and without notice to you, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate any or all of your accounts and/or your Affiliates' accounts (of whatever nature and whether held individually or jointly with others) maintained with SSL and its Affiliates and set-off or transfer any money, securities or other property standing to the credit of any one or more of such accounts in or towards satisfaction of the indebtedness, obligations or liabilities of you and/or any of your Affiliates towards SSL and/or any of its Affiliates on any other accounts whether such

indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint and secured or unsecured. Where such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by SSL to be applicable.

在《证券及期货条例》及其有关规则的规限下，东皓证券可为其本身或作为其关联人的代理人而随时或不时及在没有向你作出通知的情况下，及尽管账户已作出任何结算或不论其他何种事宜的情况下，将你及 / 或你的关联人在东皓证券及 / 或其关联人的任何或所有账户（不论是何种性质及是否个人或与他人共同持有）加以合并或综合，及抵销或转移任何一个或以上该等账户中存有的任何款项、证券或其他财产，以清偿你及 / 或你的任何关联人在任何其他账户所欠东皓证券及 / 或其任何关联人的欠债、义务或责任，不论该等欠债、义务或责任是现在的还是未来的、实际的还是潜在的、基本的还是附带的、个别的还是共同的，以及是有抵押的还是无抵押的。凡该种抵销、综合、合并或转移须将一种货币兑换成另一种货币，则该兑换须依照东皓证券最终决定的兑换率计算。

- 8.2 SSL may hold as security and subject to a general lien in its favor all or any of your money, securities and other property held by SSL until you have fully paid SSL or its Affiliates any and all amounts owed.

直至你向东皓证券或其关联人全数付还任何及所有欠债之前，东皓证券对于其代你持有的所有或任何款项、证券及其他财产享有一般性的留置权，并且可持有该等财产作为抵押品。

- 8.3 You as beneficial owner hereby charge in favour of SSL and each of its Affiliates by way of first fixed charge all securities or other property from time to time deposited by you or on your behalf with SSL or purchased for or otherwise being held in or by or under the order or control of SSL for your account, including any and all rights, title and interest, present and future, therein (collectively called "Charged Property") as continuing security for all of your liabilities and obligations due, owing or incurred towards SSL and each of its Affiliates of whatever nature and from time to time and you hereby assign and release to SSL and each of its Affiliates all such securities or other property as aforesaid. Subject to the provisions of the SFO and relevant rules made thereunder, in the event of your failure to pay any indebtedness or outstanding amount due, owing or incurred to SSL or any of its Affiliates when due or on demand by the relevant company, or an order is made or petition presented or resolution passed for the bankruptcy, winding up or dissolution of you, or you are declared mentally incapacitated or die, SSL shall be entitled to sell or, as the case may be, the relevant Affiliate shall be entitled to direct SSL to sell, at the absolute discretion of the relevant company both as to manner and time of sale and consideration, any of the Charged Property whether or not held in mutuum and whether or not the delivery of any property comprised in the Charged Property shall have been required pursuant to any instruction from you or any Authorized Person and to deduct from the sale proceeds such amount as is necessary to discharge the indebtedness or outstanding amount and pay the same to the relevant company. For this purpose, a certificate issued by SSL or any of its Affiliates certifying the amount of indebtedness or outstanding amount due to it by you at any time and that you have failed to pay the same to it shall be final, conclusive and binding on you.

你以实益拥有人的身份谨此将所有不时由你存入或代表你存入东皓证券的、或为你的账户所购买的或持有的或由东皓证券所掌管或控制的证券或其他财产，包括其任何及所有现时及将来的权利、所有权及权益（统称“**抵押财产**”），以第一固定押记形式押记予东皓证券及其每个关联人作为你所有对东皓证券及其每个关联人所应负的任何性质及不时之责任及义务的持续抵押；你并谨此向东皓证券及其每个关联人转让及让予所有上述证券或其他财产。在《证券及期货条例》及其有关规则的规限下，若你未能就任何你对东皓证券或其任何关联人的欠债或结欠款项于到期或有关公司作出要求之时清缴该欠债或结欠款项，或有令状被作出或呈请或议决案被通过要将你破产、清盘或解散，或被宣布为精神上无行事能力或死亡，则东皓证券或其有关的关联人有权指示东皓证券（视属何情况），按有关公司于出售方式及时间及代价方面的绝对酌情权，将任何抵押财产出售，不论该抵押财产是否以消费借贷形式被持有及不论构成该抵押财产的任何财产依照你或任何获授权代理人的任何指示是否须被用作交付，并有权从有关的出售所得数额中扣除为解除上述欠债或结欠款项所需的数额支付予有关公司。为此目的，东皓证券或其关联人所发出的证明书核证你于任何时间的有关欠债或结欠款项的数额及你未能清缴有关欠债或结欠款项将会是最终的、决定性的及对你有约束力的。

- 8.4 Subject to the provisions of the SFO and relevant rules made thereunder, upon an event of default set out in Clause 10 of the Conditions hereunder, SSL shall have the right, without any notice or demand, to take any of the actions set out in the said Clause 10 and apply the net proceeds (after deduction of all fees, costs and expenses incurred) in reduction of your outstanding obligations or indebtedness to SSL or its Affiliates.

在《证券及期货条例》及其有关规则的规限下，当标准条款及细则第 10 条所指的失责事件出现后，东皓证券有权在不给予任何通知或要求的情况下，采取在上述第 10 条所列出的任何行动，并运用所得款项的净额（在扣除所有产生的费用、成本及开支后），以削减你仍欠东皓证券或其关联人仍未履行的义务或未能偿还的欠债。

9. Representations, Warranties and Undertakings

陈述、保证及承诺

- 9.1 You warrant, represent and undertake to SSL that:-

你向东皓证券保证、陈述及承诺：

- (a) you enter into this Agreement as principal and are not trading on behalf of any other person (except where notified to and expressly approved by SSL in writing);

你是以主事人的身份订立本协议，而并不是代表任何其他人士进行交易（除非东皓证券已获得知会并以书面形式明确地批准）；

- (b) the information provided in the Account Opening Form is true and correct and will inform SSL of any changes to the information;

在开户表格所提供的数据是真实和正确的，并将会通知东皓证券该等资料之任何变更；

- (c) you are the beneficial owner of the securities under your account free from any lien, charge, equity or encumbrance save as created by or under this Agreement;

你是你的账户名下的证券的实益拥有人，而该等证券是没有任何留置权、抵押、衡平法权益或产权负担（因本协议所产生者除外）；

- (d) you are the person or entity (legal or otherwise) ultimately responsible for originating the instruction in relation to each transaction in your account and the person or entity (legal or otherwise) that stands to gain the commercial or economic benefit of each transaction in your account and/or bear its commercial or economic risk (except where any other person or entity has been disclosed to SSL in the Account Opening Form or other notices to SSL pursuant to Clause 9.3 of the Conditions hereunder);

就你的帐户内的每宗交易而言，你是初始发出该宗交易指示及将会从该宗交易取得商业或经济利益及 / 或承担其商业或经济风险（在开户表格或依据标准条款及细则第 9.3 条已向东皓证券披露或发出通知的任何其他人士或实体除外）的最终负责人士或实体（不论是否为法律实体）；

- (e) you have full power and authority to enter into and perform your obligations under this Agreement and if you are a corporate client, you have obtained all necessary consents from shareholders and directors and have taken all necessary actions to enable you to enter into this Agreement and perform your obligations under this Agreement;

你拥有全部的权力和权能订立本协议和履行你在本协议之下的义务及如果你是公司客户，你已从公司股东及董事取得一切所需的同意及已采取所有所需的行动以使得你订立本协议及履行你在本协议之下的义务；

- (f) this Agreement and its performance and the obligations contained in this Agreement do not and will not contravene any applicable law and regulations, contravene any provisions of your memorandum and articles of association or by-laws (where applicable), or constitute a breach or default under any agreement or arrangement by which you are bound;

本协议及其履行及所载的义务不会及将不会违反任何适用的法律和规例、违反你的公司组织章程大纲及细则或附例 (如适用)、或构成你受其约束的协议或安排所指的违反或失责事宜;

- (g) you will not charge, pledge or allow to subsist any charge or pledge over your securities or monies in your account or grant or purport to grant an option over any securities or monies in your account without the prior written consent of SSL; and

在未经东皓证券的书面同意之前, 你不会抵押、质押, 或允许你账户中的证券或款项存有任何抵押或质押, 或就该等证券或款项授予或看来是授予一项选择权; 及

- (h) you are not a citizen or resident of the United States of America and you will give specific written notice to SSL if this is not the case or upon any subsequent change to such status.

你并非美国公民或居民, 但若此非属实或你的状况日后有任何更改, 你将会以特别书面方式通知东皓证券。

- 9.2 The above representations and warranties shall be deemed to be repeated immediately before each transaction or dealing is carried out for or any service is provided to you or on your behalf.

以上的陈述及保证将会被视为在替你或代表你进行每宗买卖或交易或向你提供任何服务之前已再次重复作出。

- 9.3 If, in relation to any particular transaction in your account, you are not the person or entity (legal or otherwise) ultimately responsible for originating the instruction or the person or entity (legal or otherwise) that stands to gain its commercial or economic benefit and/or bear its commercial or economic risk, you undertake and agree to provide information on the identity, address and contact and other details of such person or entity to SSL before giving the instruction to SSL. You also undertake and agree to provide such information direct to the relevant exchanges, government agencies or regulators within two (2) days of SSL's written request and such undertaking and agreement will survive any termination of this Agreement.

如果就你的账户的任何某宗交易而言, 你并非初始发出该宗交易指示及将会从该宗交易取得商业或经济利益及/或承担其商业或经济风险的人士或实体 (不论是否为法律实体), 你承诺及同意于发出该宗指示予东皓证券之前, 你会向东皓证券提供该人士或实体的身份、地址及联络与其他详情。你亦承诺及同意会在东皓证券作出书面要求的两(2)日之内, 直接向有关的交易所、政府机构或监管机构提供该等资料, 及该等承诺及同意将在本协议的任何终止后仍然有效。

- 9.4 Where you are acting as an investment manager of any collective investment schemes, discretionary accounts or trusts, if there are any transactions in which your investment discretion is overridden, you agree that you will advise SSL of such fact and provide information on the identity and contact and other details of the person overriding your investment discretion before giving the instruction to SSL. You also undertake and agree that you will disclose such information to the relevant exchanges, government agencies or regulators direct within two (2) days of SSL's written request and such undertaking and agreement will survive any termination of this Agreement.

当你是作为任何集体投资计划、全权委托账户或信托的投资经理, 如果你在任何交易的投资酌情权遭推翻, 你同意会在向东皓证券发出有关交易的指示之前, 通知东皓证券有关事实及提供推翻你的投资酌情权的人士的身份及联络与其他详情。你亦承诺及同意会在东皓证券作出书面要求的两(2)日之内, 直接向有关的交易所、政府机关或监管机构等披露该等资料, 及该等承诺及同意将在本协议的任何终止后仍然有效。

10. Default 失责

- 10.1 All amounts owing by you to SSL or its Affiliates together with interest will become immediately due and payable without any notice or demand upon any one of the following events of default:-

如果出现以下任何一种失责的情况, 你欠东皓证券或其关联人的所有款项连同利息将会在不需任何通知或要求下实时到期及需要清还:

- (a) if, in SSL's opinion, you have breached any material term of this Agreement or defaulted in respect of any transaction with or through SSL or its Affiliates;

如果东皓证券认为你已经违反本协议的任何主要条款, 或与东皓证券或其关联人的任何交易中你出现失责;

- (b) if any representation, warranty or undertaking made by you to SSL was when given or hereafter becomes incorrect in any material respect;

如果你向东皓证券作出的任何陈述、保证或承诺在作出时在其后在要项上已属或变成不正确;

- (c) for compliance with any rules or regulations of any relevant exchange or clearing house;

为遵守任何有关交易所或结算所的规则或规例;

- (d) in the event of your death or being declared mentally incapacitated or a petition in bankruptcy is filed by or against you or an order is made or resolution passed for your voluntary or compulsory winding up or a meeting is convened to consider a resolution that you should be so wound up; or

当你去世或被宣布精神上失去能力或你本人或有人向你作出破产或清盘呈请, 或就你的自愿或强制清盘已作出命令或已通过议决案, 或已召开会议审议一项指称你应予以清盘的议决案; 或

- (e) any warranty or order of attachment or distress or equivalent order is issued against any of your accounts with SSL or its Affiliates;

有人向你在东皓证券或其关联人的账户发出任何查封财产令或财物扣押令或类似的命令;

and upon the occurrence of any of such events, SSL shall be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to SSL, forthwith to:

及当出现以上任何一种情况, 东皓证券将会拥有绝对酌情权, 在无需给予通知或要求及在不影响其拥有的任何其他权利或补救方法的情况下, 实时:

- (i) sell or realize all or any part of your property held by SSL or its Affiliates in such manner and upon such terms as SSL may conclusively decide and satisfy your obligations and indebtedness towards SSL or its Affiliates out of the net proceeds (with fees, expenses and costs deducted) thereof;

将东皓证券或其关联人所持有属于你的财产的全部或部份, 以其最终决定的方式及条款出售或变现, 并将所得的净款项 (扣除费用、开支及成本后) 用以履行你对东皓证券或其关联人应尽的义务及偿还所欠的债务;

- (ii) cancel any open orders for the purchase or sale of securities;

取消任何仍未执行的证券买卖盘;

- (iii) sell any or all securities long in your account;
将你账户中的证券长仓的全部或部份出售；
- (iv) buy any or all securities which may be short in your account; and/or
买入任何或全部证券以补回你账户中的短仓；及 / 或
- (v) exercise any of its rights under this Agreement.
行使其在本协议之下的任何权利。

10.2 Any monies received by SSL will be applied in the following order of priority and any residue will be paid to you or to your order:-

东皓证券所收取的任何款项将会按照以下的优先次序动用，而任何余额将会支付给你或按你的指示予以支付：

- (a) payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by SSL in transferring and selling all or any of your securities;
支付东皓证券为转移或出售你全部或部份的证券而恰当地所招致的所有成本、费用、法律费用及开支，包括印花税、佣金及经纪佣金；
- (b) payment of interest accrued on the aggregate outstanding amount due or owing to SSL or its Affiliates for the time being; and
支付在当时所欠东皓证券及其附属人到期或未偿还总额的累计利息；及
- (c) payment of all money and liabilities due or owing by you to SSL or its Affiliates.
支付欠东皓证券或其附属人的所有到期款项及债项。

10.3 In the event of a default committed by SSL resulting in you suffering pecuniary loss, you shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time.

假如东皓证券违责而导致你遭受金钱损失，你须受到投资者赔偿基金不时制定的条款所规限，而有权向根据《证券及期货条例》设立的投资者赔偿基金索偿。

11. Termination 终止

11.1 Either party may terminate this Agreement at any time on the giving of not less than one month's prior written notice to the other. However, SSL may terminate this Agreement forthwith at any time without notice to you if you breach or fail to comply with any provision of this Agreement. Any termination shall not affect any transaction entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.

任何一方可随时于给予对方不少于一个月的书面预先通知后，终止本协议。但若你违反或不遵守本协议的任何条款，东皓证券可于毋须通知你的情况下，立即终止本协议。任何终止行动将不影响该终止前的任何已订立的交易或损害或影响任何一方的任何权利、权力、责任及义务。

11.2 Upon termination of this Agreement, you will immediately pay to SSL any and all amounts due or owing to it. On the other hand, any interest previously agreed to be payable to you on any credit amount held under your account shall thereupon cease to be payable to you.

在终止本协议后，你将要实时向东皓证券付还任何及所有到期或未清缴之欠款。另外，任何从前同意支付给你在你的户口内任何结存款项的利息，将于本协议终止时立刻停止支付给你。

11.3 In case of any cash or securities balances in your account upon termination of this Agreement, you agree to withdraw such balances within seven (7) days from the date of such termination. If you do not do so, you agree that SSL may on your behalf and without any responsibility for any loss or consequence on its part sell or dispose of your securities in the market or in such manner and at such time and price as SSL may reasonably determine and send to you at your sole risk a crossed cheque representing the total amount of any net sale proceeds and credit balances (if any) in your account to your last known address or return to you such total amount (if any) in such other manner as SSL may consider appropriate.

如果在终止本协议后你的帐户有任何款项或证券结余，你同意在终止日期起计的 七(7) 日之内提取该等结余。如果你没有这样做，你同意东皓证券可代表你及毋须负责任何损失或后果的情况下在市场上或以东皓证券合理地决定的方式及时间与价格出售或处置你的证券，并将代表着任何出售所得净额及你账户的款项结余（如有）的总金额以划线支票寄往你最后为人所知的地址，有关风险则由你承担，或以东皓证券认为适当的其他方式退还该总金额（如有）给你。

12. Notices and Communication 通知及通讯

12.1 Any notice or communication given by SSL to you shall be deemed made or given:

在下述情况，东皓证券向你所作出的任何通知或通讯须视为已经作出或发出：

- (a) if made by letter, upon delivery to you by hand or if sent by prepaid mail, within two (2) days if you are in Hong Kong or within five (5) days if you are outside Hong Kong; and
当以信件方式作出，有关信件以亲手方式递送给你时，或以预付邮资邮件方式作出时，如你在香港则在寄出该邮件 两(2) 日后，或如你不在香港则当该邮件寄出 五(5) 日后；及
- (b) if made by telex, facsimile, electronic mail or other electronic means, upon transmission of the message to or accessible by you.
当由电报、图文传真、电子邮件或其他电子方式作出，则在有关信息向你传送或可由你读取时。

12.2 Any notice or communication made or given by you will be sent at your own risk and will be effective only upon actual receipt by SSL.

就任何由你作出或给予的通知或通讯，你必须承担个人风险，及只当东皓证券实际收到后方能生效。

12.3 You expressly consent to SSL sending any notice, document or communication to you by electronic means and to your receiving the same in electronic form.

你明确地同意东皓证券可以电子方式向你发出任何通知、文件或与你联络，及以电子形式收取该等信息。

13. General Provisions

一般条文

13.1 Time shall be of the essence in relation to all matters arising under this Agreement.

就本协议所产生的一切事宜而言，时间属于重要因素。

13.2 The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

本协议的权利、权力、补救及特权属累积性的，并没有排除任何法律所订明的权利、权力、补救及特权。

13.3 Each of the provisions in this Agreement is several and distinct from the others and if any one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

本协议的每项条文是个别和独立于其他条文，而如果其中一项或多于一项的条文是或变成无效或未能执行，余下的条文的效力、合法性及可执行性将不会因此而受到任何影响或减损。

13.4 SSL shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this Agreement to any third party as it thinks fit and without having to notify you or obtain your consent. You shall not assign, transfer or dispose of your rights, interests or obligations in or under this Agreement to any third party without the prior written consent of SSL.

当东皓证券认为合适，可在无需知会你或得到你的同意而有权转让、转移或出售其在本协议或在本协议之下的全部或部分权利、权益或义务予任何第三者。你在未有取得东皓证券事先书面同意前，不得将你在本协议或在本协议之下的权利、权益或义务出让、转移或出售予任何第三者。

13.5 Your private information is collected and used by SSL in accordance with SSL's Personal Information Collection Statement a copy of which is available upon request and is hereby enclosed to you as the Sixth Schedule. You understand that as an individual client you are entitled, by written request to SSL's Data Protection Officer, to access the personal information held about you and, if applicable, to correct any inaccuracies in that information. Unless you send a written request to the contrary to SSL's Data Protection Officer, the information SSL acquire about you may be used for the purposes of marketing products and services which may be of interest to you. You agree that SSL may disclose your personal information to such persons or classes of persons and use your personal information for such purposes as may be set out in SSL's policies and practices relating to personal data from time to time.

东皓证券是依照其个人资料收集声明来收集和使用的个人资料，你可随时索阅该份声明的副本，亦已附于第六附表中交付给你。你明白作为个人客户你有权向东皓证券的个人资料保护主任提出书面的要求去查阅被持有你的个人资料及（若适用者）要求更改该些数据错误的地方。除非你以书面方式向东皓证券的个人资料保护主任提出你相反的意向，东皓证券获得关于你的数据可被用作推广你可能有兴趣的产品及服务的用途。你同意东皓证券可披露你的个人资料给予某些人士或某些类别的人士及按其不时之政策及处理方式使用你的个人资料作某些用途。

13.6 You understand that your personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. You shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

你明白你的个人资料可被供予信贷参考机构及于失责时给予收数公司。你有权要求被通知那些数据的项目是常规地被披露，获提供进一步资料藉此可向有关信贷参考机构或收数公司（视情况而定）提出查阅及更正的要求。

13.7 SSL will keep information relating to you and your account confidential, save where SSL is required to disclose your details to the relevant exchanges, securities regulators, government agencies, or to any persons pursuant to any court orders or statutory provisions. SSL will comply with such requests without notice to or consent from you. Moreover, SSL may also disclose your information to its Affiliates, agents, assignee or subcontractors and SSL will not be liable to you for any consequences arising out of such disclosures.

东皓证券会将关于你及你的帐户的资料保密，除东皓证券须将你的数据向有关交易所、证券监管机构、政府当局、或依据任何法院命令或明文法规要求的任何人披露外，东皓证券将会无需知会或取得你的同意而遵守上述要求。此外，东皓证券亦会将你的资料向其联属人、代理人、承让人或分判商披露，而东皓证券无需就此等披露所产生的任何后果对你承担责任。

13.8 SSL will not be under any duty to disclose to you any information which may come to the notice of SSL in the course of acting in any capacity for any other persons. However, SSL agrees to take reasonable steps to avoid conflicts of interest and where such conflicts cannot be avoided, SSL will take steps to ensure that its clients are treated fairly.

当东皓证券没有责任向你披露，其以任何身份为任何其他人士行事而掌握的任何资料。然而，东皓证券同意采取合理步骤以防止利益冲突，而当该等冲突无可避免时，东皓证券将会采取步骤以确保其客户得到公平对待。

13.9 SSL may from time to time in its absolute discretion add, amend, delete or substitute any of the terms of this Agreement by giving you notice of such changes which will become effective from the date specified in such notice. The Client may raise written objection within fourteen (14) days after the publication of such amendment notice. Failing which, it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

东皓证券有绝对酌情权不时增加、修订、删除或取代本协议任何条款，并通知你有关改变，而该等改变将会在有关通知指明的日期生效。客户可于修订通知刊载当日后十四天内以书面提出反对。否则被视为接受该修订、删除、取替或增加的条款。

13.10 SSL and you each undertake to notify the other in the event of any material change to the relevant information (as specified in paragraphs 6.2(a), (b), (d), (e) and (f) of the Code of Conduct for Persons Licensed by or Registered with the SFC in force from time to time (the "SFC Code")) provided in this Agreement.

东皓证券及你互相向对方承诺，如在本协议内提供的有关数据（按不时生效的《证券及期货事务监察委员会持牌人或注册人操守准则》（“**证监操守准则**”）第6.2(a)、(b)、(d)、(e)及(f)段所订明者）有任何重要的变更，均会通知对方。

13.11 If you are joint account holders, your obligations and liabilities under this Agreement shall be joint and several and SSL may in its absolute discretion take recourse against any one or all of you. Unless terminated in accordance with this Agreement, the death of one joint holder does not operate to terminate this Agreement. Any notice, payment or delivery by SSL to either or any one of the joint account holders shall be a full and sufficient discharge of SSL's obligations to notify, pay or deliver under this Agreement. SSL is also authorized by you to accept or carry out instructions from either or any one of the joint account holders. For the avoidance of any doubt, upon the death of a joint account holder, all rights and interests of such joint account holder in the joint account will be vested in the survivor(s) under such account by operation of the rule of survivorship.

如果你是联名账户持有人，你们在本协议之下的义务和责任属共同及个别的，而东皓证券可行使其绝对酌情权对你们任何一人或全部采取追索行动。除非以本协议所述方式终止本协议，否则任何一名联名账户持有人的去世不会令本协议终止。东皓证券向任何其中一名的联名账户持有人作出的通知、支付及交付，将会全面及充份地解除东皓证券根据本协议须作出通知、支付及交付的义务。你们亦授权东皓证券可接受或执行任何其中一名的联名账户持有人的指示。为

免生疑问，于一名联名账户持有人去世时，该账户持有人于联名账户下的一切权利及权益，按照生存者取得权的规则归赋于该账户的生存者。

13.12 Neither SSL nor its Affiliates shall be liable for any delay or failure to perform their obligations or any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, SSL and its Affiliates shall not be held responsible for any consequences resulting whether directly or indirectly from any uncontrollable events including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party conduct, suspension of trading, breakdown or collapse of communication facilities, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond SSL's control whatsoever, including any errors, deficiencies or millennium problems associated with date-dependent data, computations, output, operations and other functions of any equipment and related software of SSL and/or its agents, suppliers, vendors or counterparts prior to, during or after the year 2000.

只要东皓证券及其附属人是以良好信念行事，东皓证券及其附属人毋须就延迟或未有履行其义务或因此而导致的任何损失、损害或费用承担责任。此外，东皓证券及其附属人毋须对任何直接或间接地源自任何无法控制的事件（包括但不限于政府限制、实施紧急程序、交易所裁决、第三者行为、暂停交易、通讯设施的故障或停顿、战争、罢工、市场情况、骚动、恐怖主义行为或恐吓、天灾）或任何东皓证券的控制范围以外的行为（包括在公元 2000 年前、期间或之后东皓证券及 / 或其代理人、供货商、卖方或对手的任何器材或相关软件的依赖日期的数据、运算、输出、运作及其他功能的错误、缺陷或千禧年问题）的后果负责。

13.13 You authorize SSL to conduct a credit inquiry or check on you for purpose of ascertaining any information provided by you and your financial situation and investment objectives.

你授权东皓证券就你进行信贷查询及调查，以确定你所提供的任何资料及你的财务状况及投资目标。

13.14 Any failure or delay in exercising all or part of any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver to preclude any subsequent exercise of that right, power or privilege.

任何行使本协议的全部或部分任何权利、权力或特权的失误或延迟，将不会使人假设此等情况构成放弃或排除日后行使该权利、权力或特权。

13.15 You confirm that you have received and read this Agreement in a language of your choice (English or Chinese) and that you understand and accept the terms set out in this Agreement. In the event of discrepancy or inconsistency between the Chinese text and the English text of this Agreement, the English version shall prevail.

你确认你已收到及阅读过你所选择的语言（英文或中文）所编印的本协议及你明白和接纳本协议所列之条款。如本协议的中、英文版本有任何分歧或差异，概以英文版本为准。

13.16 All references to provisions of statutes, rules or regulations in this Agreement shall include such provisions as modified or re-enacted from time to time.

所有本协议述及的法例、规则或规例的条款，是包括该等条款不时修改或重订后的条款。

13.17 In this Agreement, words denoting the singular number only include the plural and vice versa and words importing one gender include every gender. Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

于本协议内所有祇含单数意思的文字包括复数，相反亦言；而祇含某一性别意思的文字包括其他所有性别。本协议各项条文的标题仅供便利，并不影响本协议的诠释。

14. Governing Law 依据的法律

14.1 This Agreement and all rights, obligations and liabilities under the same shall be governed by, construed and enforced in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. You also agree that irrespective of your country of domicile, any dispute with SSL may at SSL's absolute discretion be referred to the SFC, and not other securities regulators in any jurisdictions.

本协议及其所有权利、义务及责任将会依照中华人民共和国香港特别行政区的法律管辖、诠释及执行。你亦同意不论你居住的所在地或注册地点为何，任何与东皓证券的争议将会按东皓证券绝对的酌情权予证监会处理，而不会交予任何司法区的其他证券监管机构处理。

14.2 If you are an individual or a company domiciled outside Hong Kong, you shall, immediately upon demand by SSL, appoint a person or agent in Hong Kong to be your process agent to receive all notices and communications relating to any legal proceedings involving you, and you agree that any service of any legal process on the process agent shall constitute sufficient service on you for the purpose of legal proceedings in the Hong Kong courts.

如果你是在香港以外地方居住或注册的人士或公司，你必须立刻于东皓证券提出要求的时候委任一名于香港的人士或代理人作为你的法律文件接收人，以收取任何涉及你的法律诉讼的有关通知及通讯，而你同意就在香港法院进行的法律诉讼而言，任何对法律文件接收人的法律文件送达，即构成为对你的法律文件的妥善送达。

14.3 You irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

你不可撤回地同意接受香港特别行政区法院的非独占性司法管辖权的约束。

14.4 No provision of this Agreement shall operate to remove, exclude or restrict any of your rights or obligations of SSL under Hong Kong law.

在香港法律之下本协议的条文不得在运作上消除、排除或限制任何你于东皓证券的权利或责任。

15. Risk Disclosure Statement 风险披露

The relevant risk disclosure statement as specified in Schedule 1 to the SFC Code will be attached in Fifth Schedule of this Agreement.

证监操守准则附表 1 指明的有关风险披露声明将会夹附于本协议的第五附表。

First Schedule –Securities Client Agreement

第一附表—证券客户条款

THIS SECURITIES CLIENT AGREEMENT is made on the date stated in this Agreement, BETWEEN:

本证券客户协议书由以下双方于本协议所列之日期签订：

- (1) SUNFUND SECURITIES LIMITED is registered with the SFC as a licensed corporation to carry out type 1 (dealing in securities) regulated activities in Hong Kong (CE NO.: BHV050) and an exchange participant of the Stock Exchange of Hong Kong Limited, whose principal office is located at Room 1004, Bank of America Tower, 12 Harcourt Rd, Central, Central, Hong Kong; and

东皓证券有限公司为证监会注册的持牌法团可从事第一类别(证券交易)之受规管活动(中央编号: BHV050)及香港联合交易所有限公司的交易参与者;其主
要办事处设于香港中环夏慤道12号美国银行中心10楼1004室;及

- (2) (the "Client"), whose address and details are set out in the Account Opening Form annexed hereto.

("客户"), 其地址及相关数据列于夹附的开户表格中。

Whereas

鉴于

- (1) The Client is desirous of opening a Securities Account (the "Account") with the Company for the purpose of trading in securities; and
客户希望与本公司开立证券账户("账户")以进行证券交易;和
- (2) The Company agrees that to open and maintain such Account and act as an agent for the Client in the purchases and sales of securities subject to the terms and conditions of this Agreement.
本公司同意在符合本协议的条款及条件下开立及维持该账户, 并作为客户之代理以买卖证券。

Terms defined in this agreement have the same meaning as in this Client Agreement and other schedules annexed thereto.

本协议中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义。

1. The Account 户口

- 1.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will inform the Company of any changes to that information. The Company is hereby authorised to conduct credit enquiries on the Client to verify the information provided.

客户确认开户表格所载之数据均属完整及正确。该等资料如有任何变更, 客户将会通知本公司。客户特此授权本公司对客户的信用进行查询, 以核实上述表格所载数据。

- 1.2 The Company will keep information relating to the Account confidential, but may provide any such information to the Hong Kong Exchanges and Clearing Limited ("HKEx") and the SFC to comply with their requirements or requests for information.

本公司将会对客户的相关资料予以保密, 但本公司可以根据香港交易及结算所有限公司("港交所")及证监会的规定或应其要求, 将该等数据提供予它们。

- 1.3 Where the Client is an individual, the Company is subject to the Personal Data (Privacy) Ordinance in Hong Kong which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Sixth Schedule to this Agreement and the Client acknowledges that it fully understands and accepts the provisions in Sixth Schedule.

对于个人客户, 本公司须遵守香港的《个人资料(私隐)条例》, 该条例规管个人资料之使用。本公司之有关于个人资料使用的政策和应用已载于本协议的第六附表内。客户确认已完全明白及接受载于第六附表内的条款。

2. Laws and Rules 法例及规定

- 2.1 All transactions in securities which the Company effect on the client's instructions ("Transactions") shall be effected in accordance with all laws, rules, regulatory directions, by-laws, customs and usage applying to the Company. This includes the rules of the SEHK and of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by the Company in accordance with such laws, rules and directions shall be binding on the Client.

本公司按客户的指示而进行的一切证券交易("该等交易"), 将根据适用于本公司的一切法例、规则、监管指示、附例、惯例、惯用法的规定而进行。这方面的规定包括联交所及香港中央结算有限公司("中央结算公司")的规定。本公司根据该等法例、规则及指示而采取的所有行动均对客户具有约束力。

3. Transactions 交易

- 3.1 The Company will act as the Client's agent in effecting Transactions unless the Company indicates (in the contract note for the relevant Transaction or otherwise) that the Company is acting as principal.

除本公司(在有关交易的成交单据或以其他方式)注明以自己本身名义进行该等交易外, 本公司将以客户的代理人身份进行交易。

- 3.2 The Client will notify the Company when a sale order relates to securities which the Client does not own (i.e. involves short selling).

倘若客户的沽盘涉及之有关证券非由其所拥有, 即涉及卖空交易, 客户将会通知本公司。

- 3.3 On all Transactions, the Client shall pay the Company commissions and charges, as notified to the Client, as well as all applicable levies imposed by the SEHK, or clearing houses, stamp duties, bank charges, transfer fees, interest and nominee or custodian expenses, immediately due. The Company may deduct such commissions, charges, levies and duties from the Account.

客户需就所有该等交易支付本公司已通知客户的佣金和收费, 以及缴付联交所或结算所征收所有适用的征费、印花税、银行费用、过户费、立即到期的利息及代名人或托管人费用。本公司可以从账户中扣除该等佣金、收费、征费及税项。

- 3.4 Unless otherwise agreed, in respect of each Transaction, unless The Company is already holding cash or securities on the Client's behalf to settle the Transaction, the Client will (1) pay the Company cleared funds or deliver to the Company securities in deliverable form or (2) otherwise ensure that the Company has received such funds or securities, by such time as the Company has notified the Client in relation to that Transaction. If the Client fails to do so, the Company may (1) in the case of a purchase Transaction, sell the purchase securities and (2) in the case of a sale Transaction, borrow and/or purchase

securities in order to settle the Transaction.

就每一宗交易，除另有协议外，或除非本公司已代客户持有现金或证券供交收之用，否则客户将会在本公司就该项交易通知客户的期限之前：(1) 向本公司交付可实时动用的资金或可以交付的证券，或(2) 以其他方式确保本公司收到此等资金或证券。倘客户未能这样做，本公司可(1) 出售买入的证券（如属买入交易）；及(2) 借入及/或买入证券以进行交易的交收（如属卖出交易）。

- 3.5 The Client will be responsible to the Company for any losses and expenses resulting from the Client settlement failures.

客户将会承担本公司因客户未能进行交收而引起的任何损失及开支。

- 3.6 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company has notified the Client from time to time.

客户同意就所有逾期未付的款项(包括对客户裁定的欠付债务所引起的利息)，按本公司不时通知客户的利率及其他条款支付利息。

- 3.7 In the case of purchase Transaction, if the selling broker fails to deliver securities on the settlement date and the Company has to purchase securities to settle the Transaction, The Client shall not be responsible to the Company for the costs of such purchase.

就买入交易而言，倘卖方经纪未能于交收日内交付证券，导致本公司须买入证券以进行交收，客户毋须为买入该等证券的费用向本公司负责。

4. Safekeeping of Securities 证券的保管

- 4.1 Any securities which are held by the Company for safekeeping may, at the Company's discretion:

任何寄存于本公司作保管的证券，本公司可以酌情决定：

- (a) (in the case of registrable securities) be registered in the Client name or in the name of the Company nominee; or

(如属可注册证券)以客户的名义或以本公司的代理人名义注册；或

- (b) be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company for purpose of holding client securities of the Company with (i) an authorised financial institution; (ii) an approved custodian; or (iii) another intermediary licensed for dealing in securities.

存放在(i) 认可财务机构；(ii) 核准保管人；或(iii) 另一获发牌可进行证券交易的中介人开立的独立账户作稳妥保管，而该账户是指定为信托账户或客户账户并由本公司在香港以持有本公司客户的证券目的开立及维持。

- 4.2 Where securities are not registered in the Client's name, any dividends or other benefits arising in respect of such securities shall, when received by the Company, be credited to the Client's Account or paid or transferred to the Client, as agreed with the Company. Where the securities form part of a larger holding of identical securities held for the Company's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.

倘证券未以客户的名义注册，本公司于收到该等证券所获派发的任何股息或其他利益时，须按客户与本公司的协议记入客户的帐户或支付予或转账予客户。倘该等证券属于本公司代客户持有较大数量的同一证券的一部份时，该客户有权按其于总持股之占比获得该等证券的利益。

- 4.3 The Company does not have the Client written authority under section 7(2) of the Securities and Futures (Client Securities) Rules (the "Client Securities Rules") to: (a) deposit any of the client securities with an authorised financial institution as collateral for financial accommodation provided to the Company; (b) deposit any of the client securities with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities; and (c) apply any of the client securities pursuant to a securities borrowing and lending agreement.

客户并无根据《证券及期货(客户证券)规则》("客户证券规则")第7(2)条以书面授权本公司：(a) 将客户任何证券存放于认可财务机构作为提供予本公司的财务融通的抵押品；(b) 将客户任何证券存放于(i) 认可结算所；或(ii) 另一获发牌或获注册进行证券交易的中介人，作为解除和清偿本公司在交收上的义务和责任抵押品；及(c) 依据证券借贷协议运用任何客户的证券。

5. Cash Held for the Client 代客户保管的现金

- 5.1 Any cash held for the Client, other than cash received by the Company in respect of Transactions and which is on-paid for settlement purposes or to the Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. The Company, at its own discretion, may pay interest on the credit balance in the Account at such rate and under such conditions as the Company notifies the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and are determined by the Company.

代客户保管的现金（此等现金不包括本公司就该等交易取得，及在付为交收之用或转付予客户的现金）将依照适用法例不时规定，存放在一间持牌银行所开立的一个客户信托账户内。本公司可自行决定，按本公司不时通知客户的利率及条件为账户的现金结余支付利息，客户确认并同意该利率是受利率浮动的影响，并且由本公司决定。

6. Risk Disclosure Statement 风险披露声明书

- 6.1 The Company refers the Client to the Risk Disclosure Statement in Fifth Schedule of this Agreement.

本公司要求客户阅读本协议之第五附表之风险披露声明书。

7. General 一般规定

- 7.1 All securities held for the Client's Account shall be subject to a general lien in the Company's favour, for the performance of the Client's obligations to the Company arising in respect to dealing in securities for the Client.

为客户持有在其账户内的所有证券须受有利于本公司的一般留置权所制约，以履行其对本公司代客户买卖证券而产生的责任。

- 7.2 If the Company fails to meet the Company's obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time.

倘本公司没有依照本协议履行对客户责任，受投资者赔偿基金不时条款制约，客户有权向根据《证券及期货条例》成立的投资者赔偿基金索偿。

- 7.3 The Client agrees to notify the Company in writing of any material changes in the information supplied in the Account Opening Form. The Company will notify the Client in writing of any material changes in the information contained in this Agreement and/or material changes in respect of the Company's business which may affect the services that the Company provides to the Client.

客户同意如开户表格中所提供的数据出现任何重要变更，客户将以书面通知本公司。本协议内的数据若出现任何重要变更或本公司的业务出现任何重大变更，并且可能影响本公司为客户提供的服务，本公司将会以书面通知客户。

- 7.4 The Client confirms that the Client has read and agreed to the terms of this Agreement and the Standard Terms and Conditions, which have been explained to the Client in language that the Client understands.

客户确认客户已详阅并同意本协议和标准条款及细则内的条款，而且该等条款已经以客户明白的语言向其解释。

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

本协议受香港特别行政区法律管辖，并且可以根据香港特别行政区法律执行。

8. Over-the-Counter Transactions

场外交易

- 8.1 In relation to any Over-the-Counter ("OTC") transactions, including without limitation trading of any new securities before their listing on the SEHK, entered or to be entered into by the Client, the Client acknowledges and agrees that:

客户就其已进行或予进行的任何场外交易 (包括但不限于任何在联交所上市前的新证券之买卖) 确认及同意:

- 8.1.1 the Company is acting as agent for the Client and does not guarantee the settlement of such OTC transactions;

本公司作为客户的代理，并不保证此等场外交易之结算;

- 8.1.2 the Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant securities subsequently fail to list on the SEHK;

客户的指示可能只有部份被执行或全部未能被执行。倘若有关证券其后没有在联交所上市，已执行的买卖将会被取消及成为无效;

- 8.1.3 in the event that the Client in selling any securities fails to deliver such securities, the Company is entitled to purchase in the market the relevant securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction;

如客户在沽出任何证券而没有交付该等证券，本公司有权为客户就该宗已发生的出售在市场购入所需之相关证券，以完成相关交易的交收。客户须承担该宗交易引致或招致的一切亏损;

- 8.1.4 in the event that (1) the Client buys securities from a seller and such seller fails to deliver the relevant securities and (2) the purchase of the relevant securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant securities pursuant to Clause 8.1.3 above, the Client will not be entitled to obtain the relevant securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant securities;

倘若 (1) 客户向卖方买入证券，而该卖方没有交付相关的证券及 (2) 买入之相关证券未能或本公司行使绝对酌情权决定根据以上的第 8.1.3 条规定不买入相关的证券，客户无权以配对价格取得相关证券，并且只有权收取买入相关证券所付的款项;

- 8.1.5 in the event that the Client in buying any securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant securities but not the sale proceeds of the relevant securities; and

倘若买入任何证券的客户没有存入所需的交收款项，本公司有权出售其账户内任何及所有证券或抵押品，以及使用经扣除交收该宗交易所有成本后的出售所得之款项。然而，如客户于该宗交易内属于卖方，而该宗交易未能交收，则客户只可获得相关证券，而并非相关证券的出售所得之款项; 及

- 8.1.6 Without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.

在不影响上文所载的原则下，客户须自行承担亏损或开支，并就其及/或其交易对手无法结算所招致的任何亏损及开支向本公司负责。

Second Schedule – Margin Client Agreement

第二附表 — 保证金融资 / 孖展买卖协议

Terms defined in this agreement have the same meaning as in this Client Agreement and other schedules annexed thereto.

本协议中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义。

Where your account is allowed to conduct margin trading (i.e. a securities margin trading account) whereby SSL agrees to grant and/or continue to grant margin facilities ("Facility") to you at your request for your securities, futures and/or options trading, you agree to the following terms and conditions:

若你的账户被许可进行保证金融资/孖展交易 (即为证券保证金买卖账户)，而因此东皓证券同意你的要求向你提供及/或继续提供保证金融资便利 ("该便利") 用于你买卖证券、期货及/或期权，你同意以下的条款及细则:

1. The Facility is extended to you in accordance with the provisions set out in this margin client agreement, any facility letter from SSL to you and such other conditions as may be specified by SSL from time to time (collectively called "**Margin Facility Terms**"). This margin client agreement is supplemental to the Conditions of this Agreement to which this margin client agreement is annexed and where any conflict arises between the provisions of the Conditions and the Margin Facility Terms, the provisions of the latter shall prevail.

该便利是依据本保证金融资/孖展买卖协议所列之条文、任何由东皓证券向你发出的融通便利函件及东皓证券不时所指明的其他条款 (统称“**保证金融资便利条款**”) 向你提供的。本保证金融资/孖展买卖协议是补充其所依附之本协议的标准条款及细则, 而如该等标准条款及细则与保证金融资便利条款出现任何冲突, 应以后者的规定为准。

2. The Facility is repayable on demand and may be varied or terminated in the absolute discretion of SSL. SSL will not at any time be obliged to make any advance to you.

该便利在接获要求便需立即付还, 并可由东皓证券根据其绝对酌情权予以更改及终止。东皓证券在任何时候均无义务向你提供任何垫支。

3. SSL is instructed and authorized by you to draw on the Facility to settle any amounts due to SSL or its Affiliates in respect of your purchase of securities, margin maintenance obligations for any futures and options positions required by SSL or its Affiliates, or payment of any commission or other liabilities, costs and expenses owing to SSL or its Affiliates.

你指示及授权东皓证券可动用该便利, 以清偿涉及你买入的证券、东皓证券或其附属人就你的期货及期权持仓所要求维持保证金的责任, 或你欠东皓证券或其附属人的任何佣金或其他责任、费用及开支的付款。

4. You understand that SSL will be under no obligation to make or continue to make any advances if any of the following circumstances should apply:

你明白到如任何下列情况适用, 东皓证券将没有任何义务作出或继续作出任何垫支:

- (a) if you are in default of any provision of the Margin Facility Terms or the Conditions; or

如你未能履行任何保证金融资便利条款的条文或标准条款及细则;

- (b) in the opinion of SSL there is or has been a material adverse change in your financial condition or in the financial condition of any person which might adversely affect your ability to discharge your liabilities or perform your obligations under this Agreement; or

东皓证券认为你的财政状况有或已经有重大的负面改变, 或任何人士的财政状况有或已经有重大的负面改变而可能会影响你解除在本协议之下的责任或履行你在本协议之下的义务;

- (c) making an advance would cause the applicable ratios to be exceeded; or

提供垫支将会令适用的比率超过限制; 或

- (d) SSL in its absolute discretion considers it prudent or desirable for its protection not to do so.

东皓证券根据其绝对酌情权考虑其审慎及适宜的保障下, 不这样做。

5. For so long as there exists any indebtedness to SSL on your part, SSL shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the monies and/or securities in your account and you shall not without the prior consent of SSL be entitled to withdraw any monies and/or securities in part or in whole from your account.

只要你东皓证券存在任何债项, 东皓证券有权在任何时候及不时拒绝从你的账户提取任何或全部款项及/或证券的要求, 以及你在未获得东皓证券事先同意之前, 无权从该账户提取全部或部份的款项及/或证券。

6. You shall from time to time or on demand from SSL make payments of deposits or margin in money, securities and/or other collateral in such amount and in such form and within such time as may be specified by SSL as SSL in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by you shall be made into a designated account of SSL before 10:00 a.m. on the due date in same day funds.

你应不时或按东皓证券要求, 依照东皓证券所指明的数额及以指定的形式及在指定的时间内, 当东皓证券根据其绝对酌情权决定, 对该便利提供足够保障, 以款项、证券及/或其他抵押品支付存款或保证金。任何你所须要支付的款项, 必须在到期支付当日的早上十时之前, 存入东皓证券指定的账户。

7. Any failure by you to comply with Clause 6 of this schedule will constitute an act of default under the Conditions and the Margin Facility Terms and SSL shall, without prejudice to any other rights under the Conditions, the Margin Facility Terms or in law, have the right, and without notice or demand, to terminate the Facility, close your account(s), dispose of your securities, cancel your open orders for the sale and purchase of your securities, and/or borrow or buy any securities required for delivery in respect of any sale effected for you. The proceeds of such transactions will be applied to reduce your indebtedness owing to SSL and/or its Affiliates and any outstanding indebtedness shall be immediately due and payable by you to SSL.

若你没有遵守本附表之第 6 条, 将会构成为标准条款及细则及保证金融资便利条款所指的失责行为, 及东皓证券将会在不影响其在标准条款及细则、保证金融资便利条款及法律上的任何其他权利的情况下, 有权毋须给予通知或要求而终止该便利、关闭你的账户、出售你的证券、取消你所发出但仍未执行的证券买卖盘, 及/或取消就你所作出的出售交易借入或买入任何证券以作交收之用, 而所得之款项将用作减低你欠东皓证券及/或其附属人的债项, 而你欠东皓证券的任何未清还债项亦实时到期及须予以清还。

8. You, as beneficial owner, hereby charge in favor of SSL by way of first fixed charge all your respective rights, title, benefits and interests in and to all securities and other property which are now or which may at any time hereafter be deposited with, transferred or caused to be transferred to or held by SSL or its Affiliates or nominees, or transferred to or held by any other person in circumstances where SSL or its Affiliates has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise). These include without limitation those securities that may come into the possession, custody or control of SSL or its Affiliates from time to time for any purpose whatsoever (which may include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, moneys or property accruing or offering at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities) (collectively called "**Charged Securities**") as a continuing security ("**Charge**") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by you to SSL or its Affiliates, or for which you may be or become liable to SSL or its Affiliates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of SSL or its Affiliates.

你以实益拥有人的身份, 谨此以第一固定押记方式, 向东皓证券抵押所有你于现有或将来任何时候存放在、转移或令致其转移往东皓证券或其附属人或代名人持有的, 或于东皓证券或其附属人拥有任何权益、所有权或权益的情况下 (在每个情况下, 不论是为抵押、稳妥保管、收集或其他的目的) 转移往任何其他人士或由任何其他人士持有的 所有证券及其他财产的各种权利、所有权、利益及权益。这些包括但不限于东皓证券或其附属人不时为任何目的而可能拥有、托管或控制的证券 (包括任何额外或替代证券或就任何该等证券或额外的或替代证券的所提供的或累计, 在任何时间透过赎回、分红、优先权、选择权或其他形式, 所有已支付或需支付的股息或利息、权利、权益、款项或财产) (统称为 "**抵押证券**") 以作为持续的抵押品 ("**该抵押**"), 用以支付及当被要求时清偿所

有款项及绝对或是或有的债项及履行在保证金融资便利条款下，在现时或以后任何时间，可能已到期、未付或由你招致，东皓证券或其附属人，或您可能或已对东皓证券及其附属人有责任以任何账户或以任何方式（无论是单独或与任何其他人士共同，及以任何名称、风格或公司名义），连同由作出还款要求日期至付还日期期间的利息，及在东皓证券及其附属人记录中所显示的任何佣金、法律及其他费用、收费及开支的所有义务。

9. The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by you to SSL and/or its Affiliates and notwithstanding the closing of any of your accounts with SSL and which are subsequently reopened or the subsequent opening of any account by you either alone or jointly with others and shall extend to cover all or any sum of money which shall for the time being constitute the balance due from you to SSL or its Affiliates on any account or otherwise.

该抵押将仍属一项持续的抵押，即使任何中期支付或清结账户或全部或部分付清你欠东皓证券及/或其附属人的欠款，及即使你在东皓证券的任何账户已被关闭及其后已重新开户或其后你单独或与其他人共同开立任何账户，并将会涵盖全部或任何当其时在任何账户或其他地方构成你欠东皓证券或其附属人的所有或任何结余欠款。

10. You represent and warrant that the Charged Securities are legally and beneficially owned by you, that you have good right and title to deposit the securities with SSL or its Affiliates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other securities comprised in the Charged Securities are and will be fully paid up.

你陈述及保证你合法地实益拥有抵押证券，及你拥有良好权利及所有权将该等证券存放予东皓证券或其附属人，及该等证券是及将不受任何类别的留置权、抵押权或任何产权负担所约束，及现时或将来亦不受任何选择权所规限，以及构成抵押证券的任何股票、股份及其他的证券现时已被及将会被全数缴足股款。

11. Upon irrevocable payment in full of all sums which may be or become payable under the Conditions and the full performance of your obligations under the Margin Facility Terms and this schedule, SSL will at your request and expenses release to you all the rights, title and interests of SSL in the Charged Securities and will give such instructions and directions as you may require in order to perfect such release.

当你不可撤回地支付所有在该等标准条款及细则之下可能应支付或成为应支付的款项，及已全部履行你在保证金融资便利条款及本附表之下的义务后，东皓证券将会在你要求下，及向你发还东皓证券在抵押证券的所有权利、所有权及权益后，并会就你为了妥善处理该项发还而作出的要求将给予有关的指示及指令。

12. Until the Charge becomes enforceable, (i) SSL shall have the right, subject only to giving you notice, to exercise voting rights and other rights relating to the collateral to protect the value of the Charged Securities; and (ii) except as otherwise provided in this margin client agreement, you may direct the exercise of other rights attaching to, or connected with, the Charged Securities, but not in any manner which is inconsistent with your obligations under the Margin Facility Terms, or which in any way may prejudice SSL's rights in relation to the Charged Securities.

直至该抵押成为可强制执行之前，(i) 东皓证券于通知你的情况下，有权行使涉及有关抵押的表决权及其他权利，以保障抵押证券的价值；及 (ii) 除非在本保证金融资/孖展买卖协议另有规定，否则你可指示行使依附于或与抵押证券有关的其他权利，但此举不得与你任在保证金融资便利条款之下的义务有所矛盾，或在任何形式下可能影响东皓证券就抵押证券的权利。

13. You by way of security irrevocably appoint SSL to be your attorney on your behalf and in your name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on you by or pursuant to the Margin Facility Terms and generally for enabling SSL to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):

你透过抵押方式不可撤回地委任东皓证券作为你的授权人，代表你及以你的名义行任何事，及签署、盖印、执行、交付、完善及订立所有契据、文书、文件、作为或事物，以履行根据保证金融资便利条款施加于你的任何义务及在整体上促使东皓证券行使保证金融资便利条款或根据保证金融资便利条款或法律而赋予东皓证券的相关权利及权力，包括（但不限于）：

- (a) to execute any transfer or assurance in respect of any of the Charged Securities;

就任何抵押证券签订任何转让契或担保；

- (b) to perfect its title to any of the Charged Securities;

就任何抵押证券完善其所有权；

- (c) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Charged Securities;

就任何抵押证券之下或所产生的到期或变成到期的任何或所有欠款或款项之申索作出查询、规定、要求、接收、综合及作出良好的解除；

- (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Charged Securities; and

就任何抵押证券发出有效的收取及解除及背书任何支票或其他文书或汇票；及

- (e) generally, to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.

一般而言，作出任何申索或采取任何合法的行动或开始任何法律程序，而该等行动是在考虑到有需要，及建议以保障根据保证金融资便利条款所产生的抵押而作出。

14. You agree that in the event of any sale pursuant to the Conditions or the Margin Facility Terms, any Charged Securities will be sold or disposed of in the absolute discretion of SSL and upon any sale by SSL, a declaration made by an officer of SSL that the power of sale has become exercisable shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title to any of the Charged Securities under the sale and no person dealing with SSL or its nominees shall be concerned to inquire into the circumstances of the sale.

你同意当发生任何出售时，并根据该等标准条款及细则或保证金融资便利条款，东皓证券拥有绝对酌情权出售或处置任何抵押证券，并且当东皓证券进行任何该等出售时，由东皓证券一位高级职员所作出该出售权已变可行使之声明，在支持任何购买方或根据该宗出售而获取任何所有权的其他人士，及没有人将与东皓证券或其代名人将关注查询该宗出售交易的情况下，将成为该事实的确据。

15. You shall from time to time upon SSL's request promptly and duly execute and deliver any and all such further instruments and documents as SSL may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

你须不时应东皓证券的要求，迅速地及妥善地签订及交付任何及所有东皓证券为取得保证金融资便利条款的所有利益及其所授予的权利及权力而被东皓证券视为有需要或有必要的任何及所有其他文书及文件。

16. Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:-

在不影响上述的一般性原则下，该抵押或其所抵押的数额将不会因以下所述任何事情所影响：

- (a) any other security, guarantee or indemnity now or hereafter held by SSL or its Affiliates under or in respect of the Margin Facility Terms or any other liabilities;
东皓证券或其附属人就保证金融资便利条款或任何其他责任而在现时或将来所持有的任何其他抵押、担保或弥偿；
- (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
任何抵押、担保或弥偿或其他文件的任何其他修订、更改、宽免或解除（除有关的修改、修订、宽免或解除外，包括该抵押）；
- (c) the enforcement or absence of enforcement or release by SSL or its Affiliates of any security, guarantee or indemnity or other document (including the Charge);
东皓证券或其附属人就任何抵押、担保或弥偿或其他文件（包括该抵押）的强制执行或没有强制执行或免除；
- (d) any time, indulgence, waiver or consent given to you or any other person whether by SSL or its Affiliates;
不论由东皓证券或其附属人向你或其他人士所给予的任何时间、宽限、宽免或同意；
- (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on you whether by SSL or any other person;
不论是由东皓证券或其附属人或任何其他人士对你所作出或没有作出的根据保证金融资便利条款的任何还款要求；
- (f) the insolvency, bankruptcy, death or insanity of you;
你的无偿债能力、破产、死亡或精神不健全；
- (g) any amalgamation, merger or reconstruction that may be effected by SSL with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of SSL to any other person;
东皓证券与任何其他人进行任何合并、兼并或重组或向任何其他人作出任何之出售或转移东皓证券的全部或部份业务、财产或资产；
- (h) the existence of any claim, set-off or other right which you may have at any time against SSL or any other person;
在任何时候你对东皓证券或任何其他人士所提出的任何申索、抵销或其他权利；
- (i) any arrangement or compromise entered into by SSL with you or any other person;
东皓证券与你或任何其他人士订立的安排或妥协；
- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
涉及该便利或任何抵押、担保或弥偿（包括该抵押），或任何一方在有关的任何该等文件或抵押、担保或弥偿（包括该抵押）的任何权利或义务之下的不合法性、无效或无法执行或有他们缺陷的的条文或在任何文件，不论是基于越权、不符合有关人士的利益，或未经任何人妥善授权、签订或交付或任何其他缘故；
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by you on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or
任何根据涉及破产、无偿债能力或清盘的任何法律，可以避免或受其影响的任何协议、抵押、担保、弥偿、支付或其他交易，或任何你依赖任何该等协议、抵押、担保、弥偿、支付或其他交易所提供或作出的免除、和解或解除，及任何该等免除、和解或解除须因此被视为受到限制；或
- (l) any other thing done or omitted or neglected to be done by SSL or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect your liabilities under the Margin Facility Terms.
任何由东皓证券或任何其他人士所作出或遗漏或忽略而作出的事物或任何其他交易、事实、事宜或事物，但因为本条文，可能在运作上损害或影响你在保证金融资便利条款之下的责任。

17. In compliance with the provisions of the SFO and relevant rules made thereunder, relevant securities collateral from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities collateral with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities, or be deposited in an account in the name of SSL or its associated entity with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities, or registered in your name or in the name of SSL or its associated entity.

遵照《证券及期货条例》的条文及其有关规则的规定，不时代你收取的有关证券抵押品将被存放于，在认可财务机构、获证监会核准的保管人或另一获发牌进行证券交易的中介人处维持为持有该等客户证券抵押品目的，而在香港维持的独立账户作稳妥保管；或被存放于以东皓证券或其有联系实体的名称在认可财务机构、获证监会核准的保管人或另一获发牌进行证券交易的中介人处的账户；或以你或东皓证券或其有联系实体的名称登记。

18. Without prejudice to any other right or remedy available to SSL, you authorize and agree that SSL or an associated entity of SSL may deal with securities or securities collateral from time to time received or held on your behalf in one or more of the following ways, namely to:-

在不影响东皓证券可用的任何其他权利或补救方法的原则下，你授权并同意东皓证券或其有联系实体可以下列一种或以上的方式去处理不时代你收取或持有的证券或证券抵押品：

- (a) apply any of your securities or securities collateral pursuant to a securities borrowing and lending agreement;
依据证券借贷协议运用任何你的证券或证券抵押品；
- (b) deposit any of your securities collateral with an authorized financial institution as collateral for financial accommodation provided to SSL; or
存放任何你的证券抵押品于认可财务机构，作为提供予东皓证券的财务通融的抵押品；或
- (c) deposit any of your securities collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of SSL's settlement obligations and liabilities.

存放任何你的证券抵押品于 (i) 认可结算所; 或 (ii) 另一获发牌或获注册进行证券交易的中介人, 作为解除和清偿东皓证券在交收上的义务及责任的抵押品。

You have the right to revoke this authorization by giving not less than five (5) business days' prior written notice to SSL at any time provided that no such revocation shall be effective if there is any outstanding liability owing by you or on your behalf to SSL or any associated entity of SSL.

你有权于任何时候给予东皓证券不少于五(5)个营业日的事先书面通知撤销有关授权, 但假若你或代你须向东皓东皓证券或其任何有联系实体负责的任何仍未解除的责任, 则该项撤销将为无效。

In addition, such standing authority shall remain valid for a period of up to twelve (12) months and will expire on the 31st of December of the year in which your account is first approved by SSL to conduct margin trading but may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO for a subsequent period of twelve (12) months following such renewal.

此外, 该项授权将维持有效不多于十二(12)个月, 并将于你的账户首次被东皓证券许可进行保证金买卖交易之首个年度之十二月三十一日届满, 但可按照《证券及期货条例》下的有关规则予以续期或当视作已续期, 而延续有效期为十二(12)个月。:

19. The Facility will be terminated upon the occurrence of any one or more of the following events:-

当出现以下其中一项或以上的事件, 该便利将会被终止:

- (a) the revocation of your standing authority as contained in or provided under Clause 18 of this schedule; or

载在本附表之第 18 条或按其所述你的常设授权已遭撤销;

- (b) the non-renewal of such standing authority upon its expiry or when called upon to do so; or

当该常设授权的有效期届满或当你被要求就该常设授权续期时, 该常设授权并没有加以续期; 或

- (c) any termination in accordance with Clause 11 of the Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.

根据该等标准条款及细则之第 11 条的规定之任何终止, 而就此而言, 任何的终止通知将被视为对该便利的终止通知。

Upon termination of the Facility, any outstanding indebtedness by you shall forthwith be repaid to SSL.

任何你的债项必须于该便利终止的时候, 立刻向东皓证券清还。

20. Repayment of all or any of the loan amounts owed to SSL will not of itself constitute cancellation or termination of the Margin Facility Terms.

付还所有或部份欠东皓证券的借贷款项, 其本身并不构成取消或终止保证金融资便利条款。

21. You are informed that SSL has the practice of repledging securities collateral of its clients.

谨此通知你东皓证券有再质押客户证券抵押品的做法。

Third Schedule – Terms for Electronic Trading Services

第三附表—电子交易服务条款

This schedule shall be applicable to any account which the Client has chosen to employ or use Electronic Trading Services provided by SSL, and so applicable, shall form an integral part of this Agreement. This schedule is supplemented by and should be read jointly with the other sections herein this Agreement in so far as they are applicable. The Client is reminded to read this schedule carefully and thoroughly. If any conflict arises between this Agreement and the provisions of this schedule, the provisions of the latter shall prevail.

本附表适用于客户选择采用之任何账户, 或使用东皓证券提供的电子交易服务的, 因此将适用构成本协议的整体部分。只要在适用的情况下, 本附表是补充并应与在本协议中其他部分一并阅读。客户被提醒应仔细及彻底地阅读本附表。如果本协议与本附表的条款之间发生任何冲突, 则应以后者的条款为准。.

1. Definitions

释义

1.1 Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto; and unless the context otherwise requires, the following terms shall have the following meaning:

本附表中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义, 并除文意另有所指外, 以下的术语将会具有以下意义:

"Electronic Trading Services" means the software, systems and other facilities, including, but not limited to, SSL's website, telephone, facsimile, electronic mail and other devices provided by SSL under this Agreement, which enables the Client to give electronic Instructions and to obtain information services provided by SSL;

"电子交易服务"指由东皓证券根据本协议所提供的软件, 系统和其他设施, 包括但不限于东皓证券的网站, 电话, 传真, 电子邮件以及其他设备以供客户发出电子指令并获取东皓证券提供的信息服务;

"Transaction Password" means the Client's Transaction Password, PIN, User ID or such codes as may either be notified to the Client or specified or reset by the Client from time to time in respect of the Client's access to the Electronic Trading Services provided by SSL;

"交易密码"指客户的通行密码、个人身份密码、用户密码, 或任何就客户使用东皓证券所提供的电子交易服务而不时向客户通报或不时经由客户设定;

"Login ID" means the Client's personal identification used in conjunction with the Transaction Password to gain access to the Electronic Trading Service and any other services offered by SSL;

"登录名字"指客户之个人识别, 与交易密码一并使用客户可取得电子交易服务及东皓证券提供的任何其他服务;

"Instruction Acknowledgement" means, in relation to an instruction, whether to buy or sell securities or to amend or cancel another prior instruction given, means an acknowledgement by SSL of receipt of that instruction.

“指示认收”就一项指示而言（不管是指购买或出售证券或修订或取消另一项先前已发出的指示，指东皓证券就收到该项指示所作出的认收。

2. Using Electronic Trading Services 电子交易服务

- 2.1 On the issuance by SSL to the Client of its Login ID and the Transaction Password, the Electronic Trading Services shall be activated. SSL will inform the Client regarding the above arrangement by post.

当东皓证券向客户发出其登录名字和交易密码后，电子交易服务即可被启动。而东皓证券将会以邮寄方式通知客户上述之安排。

- 2.2 The Client agrees:

客户同意：

- (a) that it shall use the Electronic Trading Services only in accordance with these terms for Electronic Trading Services and the Agreement;
只根据电子交易服务条款及本协议使用电子交易服务；
- (b) that it shall be the only authorized user of the Electronic Trading Services;
为电子交易服务的唯一授权用户；
- (c) that it shall be responsible for the confidentiality and use of its Login ID and Transaction Password;
对其登录名字和交易密码的保密性和使用负责；
- (d) that it shall be solely responsible for all instructions entered through the Electronic Trading Services using its Login ID and Transaction Password and any instructions so received by SSL shall be deemed to be made by the Client at the time received by SSL and in the form received;
应对使用其登录名字和交易密码通过电子交易服务输入的所有指示全权负责；并且东皓证券所收到的任何指示，以东皓证券所收到的时间及形式为准，均应被视为由客户下达的；
- (e) that it shall immediately inform SSL if it becomes aware of any loss, theft or unauthorized use of its Login ID or Transaction Password;
若得悉其登录名字或交易密码遗失、被盗取或未经授权而被使用，将会立即通知东皓证券；
- (f) that SSL has the right to suspend the Electronic Trading Services if an incorrect Login ID and Transaction Password are entered on more than three (3) occasions;
若错误的登录名字和交易密码被输入超过三次，东皓证券有权暂停其电子交易服务；
- (g) if the Client uses the Electronic Trading Services to which the Client gains access by computer, the Client agrees to provide SSL with the Client e-mail address, promptly notifies SSL with any changes to the Client e-mail address and accepts electronic communications from SSL at the e-mail address the Client specified; and
若客户是以计算机使用电子交易服务，客户同意将其电邮地址提供予东皓证券，并同意若其电邮地址有任何改变，将会从速通知东皓证券，及其指定的电邮地址接收东皓证券向其发出的电子通讯；
- (h) that it shall be bound by any consent the Client gives through the Electronic Trading Services in respect of the provision by SSL of any notices, statements, trade confirmations and other communications to the Client solely pursuant to the Electronic Trading Services; and
就东皓证券向客户提供有关于电子交易服务之任何通知、结单、交易确认书及其他通讯，客户应被其通过电子交易服务而提供的任何同意所约束；及
- (i) that it shall logoff the Electronic Trading Services immediately following the completion of each Electronic Trading Services session.
在每个电子交易服务的时段完结后，客户应立即退出电子交易服务。
- (j) SSL shall not be deemed to have received the Client's instructions or executed its order(s) unless and until SSL message acknowledging receipt or confirming execution of Client's order(s) is received by the Client.
东皓证券不应被视为已收到客户的指示或已执行其买卖盘，除非及直至客户已收到东皓证券的信息表示收到或确认已执行客户的买卖盘。

- 2.3 Without limiting the generality of the forgoing, the Client acknowledges and agrees that it may not be possible to amend or cancel any instruction once it has been given through the Electronic Trading Services but that an instruction can be amended or cancelled provided that such instructions have not been executed by SSL. In such circumstances, SSL will use its best efforts to amend or cancel the instruction but, notwithstanding any receipt by the Client of an Instruction Acknowledgement in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instructions so given to SSL.

在不损害前述的一般性原则下，客户确认并同意一旦其通过电子交易服务发出的指示将难以修订或取消该项指示，但仅在东皓证券尚未执行该项指示的情况下，才可修订或取消该项指示。在这情况下，东皓证券将尽最大努力修订或取消该项指示，但尽管客户收到有关该项修订或取消指示的一项指示认收，但不保证该项修订或取消将会发生。若该项修订或取消没有发生，客户仍须对该项向东皓证券发出的原有指示负责。

- 2.4 In addition to Electronic Trading Services provided by SSL, the Client may also give instructions to SSL by communicating with one of its sales representatives directly. If the Client experiences any problems in reaching SSL via Electronic Trading Services provided by SSL, the Client may use other methods to communicate with SSL and inform SSL of the difficulty which he is experiencing.

除了由东皓证券提供的电子交易服务外，客户亦可直接与东皓证券的营业代表沟通向东皓证券发出指示。倘若客户透过东皓证券提供的电子交易服务与东皓证券联络时遇到任何问题，客户可使用其他方法与东皓证券联络，并通知东皓证券所遇到的困难。

- 2.5 The Client understands and accepts that SSL may at any time in its sole discretion and without prior notice to Client, suspend, prohibit, restrict or terminate the Client's access to the Electronic Trading Services and his/her ability to trade. The suspension, prohibition, restriction or termination of access or closing of the electronic trading account by SSL will not affect the rights and/or obligations of either party incurred prior to the time of the suspension, prohibition, restriction or termination of access or closing of the electronic trading account.

客户明白及接受东皓证券可随时自行决定及无需事先通知客户而暂停、禁止、限制或终止客户使用电子交易服务及其通过该等服务之交易能力，而东皓证券发出之暂停令、禁令、限制令或终止或关闭其电子交易帐户令将不影响任何一方在暂停令、禁令、限制令或终止或关闭其电子交易帐户前所享有的权利及义务。

- 2.6 The Client agrees to pay all subscription, service and other fees, if any, that SSL may charge from time to time for the use of the Electronic Trading Services.

客户同意为了使用电子交易服务支付东皓证券不时收取所有订购、服务及其他收费(如有)。

3. Provision of Information 信息提供

- 3.1 SSL may convey to the Client by any electronic information. The Client may be charged a fee for the information. SSL obtains the information ("Information") from any exchange, markets and from third parties that transmit the Information (collectively referred to as the "Information Providers").

东皓证券可向客户传递任何电子信息。客户可能须就该等信息支付费用。东皓证券会从任何交易所、市场及传递该等信息 ("该等信息") 的第三方 (统称 "信息提供者") 取得信息。

- 3.2 The Information is the property of SSL, the Information Providers or others and is protected by copyright. The Client shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

该等信息属东皓证券、信息提供者或其他人士的财产，且受版权保护。客户除自用或在自己业务的正常过程中使用外，不得在其他方面使用该等信息全部或其任何部份。

- 3.3 The Client agrees not to:

客户同意不会:

- (a) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manners without the express written consent of SSL and the relevant Information provider(s);

在未经东皓证券及有关信息提供者明确的书面同意下，复制、再传递、传播、出售、分发、发布、广播、传阅或在商业上利用该等信息作非法用途或用于其他以任何事物上;

- (b) use the Information for any unlawful purpose;

就任何非法目的使用该等信息;

- (c) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on the SEHK; and

使用该等信息或其任何部份用于设立、维持或提供或协助设立、维持或为在联交所上市的证券提供买卖场地或买卖服务; 及

- (d) disseminate the information to third parties.

向第三方传播信息。

- 3.4 The Client is fully aware that the financial data or other information published by third parties are provided in SSL's Electronic Trading Services for the purpose of information and reference only. By reason of market volatility and possible delay in the data transmission process beyond the control of SSL, such data may not be real-time market quotes whether for investments or otherwise. Whilst SSL considers such data to be reliable, SSL has no independent basis to verify or confirm the accuracy or completeness of the information provided. The Client shall in no way treat such data provided in SSL's Electronic Trading Services as a warranty, recommendation or endorsement from SSL in respect of any Investments.

客户完全知悉东皓证券的电子交易服务内提供，由第三者所发布的金融数据及其他信息是只为提供数据及参考之用。由于东皓证券无法控制市场波动及数据传送过程可能出现之阻延，该等数据可能不是实时市场报价，无论是用于投资还是其他。尽管东皓证券认为该等数据是可靠的，但东皓证券没有任何独立的基础以核证或确认所提供的该等信息的准确性或完整性。客户不得以任何方式将东皓证券的电子交易服务内所提供的的数据推论为东皓证券对该等数据作出的保证、推荐或认可。

- 3.5 The Client agrees to comply with reasonable written requests by SSL so as to protect the respective rights of the Information Provider and SSL in the Information and the Electronic Trading Services.

客户同意遵守东皓证券以书面发出的合理要求，以保障信息提供者和东皓证券在该等信息及电子交易服务中的有关权利。

- 3.6 The Client shall comply with such reasonable directions as SSL may give from time to time concerning permitted use of the Information.

客户应遵守东皓证券不时就允许使用该等信息而发出的合理指示。

4. Intellectual Property Rights 知识产权

- 4.1 The Client acknowledges that the Electronic Trading Services, and the software comprised therein, is proprietary to SSL. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Trading Services or any of the software comprised therein. The Client agrees that SSL shall be entitled to terminate the agreement stated in this schedule if at any time the Client breaches, or if SSL at any time reasonably suspects that the Client has breached this warranty and undertaking.

客户确认电子交易服务和其中包含的软件属东皓证券专有的。客户保证并承诺，其不应且不应试图篡改、更改、取消编纂、逆转设计或以其他方式更改，亦不应在未获授权的情况下试图存取电子交易服务的任何部分或其中包含的任何软件。若东皓证券在任何时候合理地怀疑客户已违反本保证和承诺，客户同意东皓证券有权终止本附表所列之协议。

- 4.2 The Client acknowledges that the Information or market data made available to it through the Electronic Trading Services may be proprietary to third parties and the Client agrees that it will not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

客户确认通过电子交易服务向其提供的该等信息或市场数据可能是第三方专有的，及客户同意在没有事先取得该等权利的拥有人的允许前，不会上载、发布、复制或分发任何受版权或其他知识产权(以及公开和隐私权)保护的该等信息、软件或其他材料。

5. Limitation of Liability and Indemnification

法律责任和赔偿限制

- 5.1 SSL, its relevant agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond SSL's reasonable control including, without limitation:

对东皓证券、其相关代理人及信息提供者概不负责于任何因客户在东皓证券无法合理地控制的情况下所招致的损失、费用、开支或责任,包括但不限于:

- (a) delays, failure or inaccuracies in transaction of communications to or from SSL through telephone, electronic or other systems that are not under SSL's control;

在不受东皓证券控制之电话、电子或其他系统而延迟、故障或不准确地处理向或从东皓证券通过电话、电子或其他不受东皓证券控制的系统的交易的通讯;

- (b) delays, inaccuracies or omissions in research and analysis conducted by third parties, market data and other information prepared by third parties or such research and analysis having not been properly conducted or such market data and such information having not been properly prepared by third parties;

第三方进行的研究和分析的延迟、不准确或遗漏、第三方准备的市场数据和其他信息或未正确进行的该等研究和分析,或该等市场数据和该等信息未经第三方正确地准备;

- (c) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s) and/or account numbers;

未经授权进入通讯系统,包括未经授权使用客户的取存号码、密码及/或帐户号码;

- (d) war or military action, government restrictions, labor disputes or closure of any market or exchange or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god; and

战争或军事行动、政府限制、劳资纠纷、任何市场或交易所关闭或其正常交易秩序的中断、恶劣天气状况以及天灾;及

- (e) any damage to the Client's computer, software, modem, telephone or other property resulting from his/her use of the Electronic Trading Services.

因客户使用电子交易服务时所造成对其计算机、软件、调制解调器、电话或其他财物的损害。

- 5.2 The Client agrees to defend, indemnify and hold SSL, its corresponding agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from the Client's violation of this Agreement (including this schedule), applicable securities laws or regulations, or any third party's rights including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the agreement in this schedule.

客户同意对其违反本协议(包括本附表)、适用的证券法律或条例,或任何第三方的权利,包括但不限于侵犯任何版权,违反任何所有权和侵犯任何隐私权,所引致的任何和所有索赔,损失,责任费用和支出(包括但不限于律师费)进行辩护,赔偿和使东皓证券、其相应代理和信息提供者免受损失。这项义务将在本附表中的协议终止后仍然有效。

- 5.3 The Client agrees to indemnify and hold SSL, its officers, employees, agents, Information Providers and information transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with Client's use of the Electronic Trading Services. This obligation will survive the termination of this Agreement.

客户同意赔偿及免除东皓证券及其高级职员、雇员、代理人、信息提供者及提供信息传送的第三者,因客户使用电子交易服务而引致或与之有关的任何索偿、损失、责任、费用及支出。这项义务将在本协议终止后仍然有效。

6. Termination of Electronic Trading Services

终止电子交易服务

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

东皓证券保留可基于任何原因,包括但不限于未经授权使用客户的取存号码、密码及/或帐户号码、违反本附表内的协议或本协议、东皓证券停止从任何信息提供者取得任何信息或东皓证券与信息提供者所签订的一项或多项协议已终止,全权酌情决定终止客户存取电子交易服务或其任何部分的权利,而毋须向客户发出通知及受到任何限制。

- 6.2 In the event of termination by SSL, the Information Providers, and SSL shall have no liability to the Client provided, however, that if the termination is without any cause, SSL will on a pro-rata basis refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Trading Services not furnished to the Client as of the date of such termination.

若东皓证券终止电子交易服务,信息提供者及东皓证券将不会对客户负上任何责任;但若东皓证券在没有任何原因之下而终止电子交易服务,东皓证券将按比例向客户退回自该终止日期起客户可能尚未向其提供电子交易服务的某部分所已付的任何费用。

7. Risk of Electronic Trading Services

风险披露

- 7.1 SSL refers the Client to the Risk Disclosure Statements in the Fifth Schedule of This Agreement;

东皓证券建议客户参考本协议内的第五附表一风险披露声明书。

- 7.2 The Client acknowledges and accepts the risks of using the Electronic Trading Services described below:

客户承认并接受下述使用电子交易服务的风险:

- (a) If the Client undertakes Transactions (same meaning as defined in First Schedule) via Electronic Trading Services, it will be exposed to risks associated with the Electronic Trading Services system including the failure of hardware and software, and that the result of any system failure may be that its order is neither executed according to its instructions nor executed at all;

若客户通过电子交易服务进行该等交易（与第一附表所界定者俱有相同涵义），客户将面对与电子交易服务系统有关的风险，包括硬件和软件故障、及任何系统发生故障而导致客户的买卖盘未能据指示执行，或未能完全执行；

- (b) Due to unpredictable traffic congestion and other reasons, Electronic Trading Services may not be reliable and that Transactions (same meaning as defined in First Schedule) conducted via Electronic Trading Services are subject to delays in transmission and receipt of its instructions or other information, delays in execution or execution of its instructions at prices different from those prevailing at the time its instructions were given, transmission interruption or blackout, that are risks on misunderstanding or errors in communication, and that there is also not possible to cancel an instruction after it has been given. SSL accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. The Client should not place any Instructions with us through the Electronic Trading Services if the Client is not prepared to accept the risk of such interruptions or delays; and

基于不可预计的通讯拥塞及其他原因，电子交易服务可能不可靠，及通过电子交易服务所进行的该等交易（与第一附表所界定者俱有相同涵义）会受制于在传递和收取客户指示及其他讯息方面之延误、在执行客户指示或执行客户指示时的证券价格不同于发出指示时的当时价格之延误、传递中断或讯号消失，均为在通讯上出现的误解或错误的风险；以及已发出的指示是难以取消。东皓证券不接受客户因该等中断或延误或第三方存取信息而可能招致的损失之责任。若客户并不准备接受该等中断或延误之风险，客户不应通过电子交易服务向本公司发出任何指示。

- (c) Market data and Information made available to the Client through our Electronic Trading Services may be obtained by SSL from third parties. While SSL believes such market data or Information to be reliable, neither SSL nor such third parties guarantee the accuracy, completeness or timeliness of any such market data or information.

通过本公司的电子交易服务向客户提供的市场数据及该等信息可由东皓证券从第三方取得。虽然东皓证券相信该等市场数据或该等信息是可以信赖，但东皓证券和该等第三方均不保证任何该等市场数据或该等信息的准确性、完整性或适时性。

8. General 一般事项

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

若双方有任何异议，客户同意以东皓证券的记录(包括电子记录)为准。

- 8.2 SSL may from time to time in its absolute discretion add, amend, delete or substitute any of the terms of this Agreement by giving the Client notice of such changes which will become effective from the date specified in such notice.

东皓证券有绝对酌情权不时增加、修订、删除或取代本协议任何条款，并通知你有关改变将会在有关通知指定的日期后生效。

Fourth Schedule – Terms for Market Data Services

第四附表—市场报价服务条款

1. Introduction 引言

1.1 Application

适用范围

This Fourth Schedule applies to each client of SSL who is allowed to access or receive the Service (as defined below).

本第四附表适用于每个被许可取用或接收本服务(其定义按以下诠释)的东皓证券的客户。

1.2 Definitions

定义

Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto; and unless the context otherwise requires, the following terms shall have the following meaning:

本附表中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义，并除文意另有所指外，以下的术语将会具有以下意义：

"Content" includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Service;

"该等内容"包括但不限于任何内容、软件、数据、信息、信息及所有文字、声音、影像、静态图像、图表及其他可透过本服务取览的内容及材料；

"E-Quote" means the information service (provided at a fee determined by SSL) under which certain market price or information is displayed or provided in response to each request but which said display or provision will not be updated until there is another request;

"易报价"指一项根据每次要求而显示或提供某些市场报价或数据的信息服务(按东皓证券所指定收费提供)，而该等显示或提供不会自动更新，除非有新的要求；

"Fees" means any subscription fee (including fee for any basic service and fees for any optional services, where applicable) which is payable in advance of each Subscription Period or upon SSL's demand by the Subscriber associated with the Subscriber's use of and/or access to the Service together with such other third party charges, access fees and other fees and charges as may be charged by SSL from time to time, and whether or not as agent, for the Subscriber's use and/or access to the Service (and any other person's use and/or access to the Service where such person was able to access or receive the Service by using the Login ID and Transaction Password) and/or the on-line delivery of Content for the period of the Subscription Period;

"该等费用"指任何订购费用(包括任何基本服务费用及任何自选服务费用(如适用))，须由订购者在每个订购期开始之前预先或于东皓证券要求之时缴付，而该费用乃涉及订购者之使用及/或取用本服务及连同该等其他第三者征收的费用、使用费及东皓证券(不论是否作为代理人)不时可能征收的其他收费及费用，为订购者之使用及/或取用本服务(及任何其他人士之使用及/或取用本服务，而该等人士可凭借输入身份记认及密码而可取用或接收本服务的任何其他人士就的)，及/或在订购期内在线传送之该等内容；

"Login ID and Transaction Password" means any unique personal identifiers issued by SSL to the Subscriber for gaining access to the Service;

"输入身份识别及密码"指任何由东皓证券向订购者发出以便使用本服务的个人独有的身份识别;

"Combo-Quote" means the information service (provided at a fee determined by SSL) under which certain market prices, news, charts, global indices, currency exchange rates, stock rankings based on specific criteria, information on buyers and sellers and/or financial data on companies are displayed or provided and which said display or provision may be updated continually with the latest information.;

"全报价"指一项可显示或提供持续更新信息的信息服务 (按东皓证券所指定的收费提供), 该等信息显示或提供某些市场报价、市场信息、图表、全球市场指数、货币对汇率、按指定方式列序的股票排名、买卖双方的信息及/或公司的财务数据;

"Renewal Date" means the date immediately after the last day of the Subscription Period;

"续期日"指紧接在订购期最后一日的日子;

"Service" means the on-line service (including any basic service and optional services) provided by SSL as part of E-Quotes and/or Combo-Quote and/or any similar or other market data service which the Subscriber wishes or is allowed to access or receive via the Internet, the World Wide Web and/or other electronic communication channel;

"本服务"指订购者希望或被许可透过互联网及/或全球信息网及/或其他电子通讯渠道而使用由东皓证券所提供的易报价或全报价及/或任何相类似或其他市场报价服务;

"Sources" means all Content suppliers including but not limited to SEHK and any other exchanges and specialist data providers whose Content is contained within the Service;

"信息来源"指所有该等内容之提供者, 包括但不限于联交所及任何其他交易所及专门的数据提供者, 而其所提供的该等内容载于本服务之内;

"Subscriber" means the client identified in the Account Opening Form or other subscription document (however described) prescribed by SSL from time to time and provided by or on behalf of such client to SSL and who is allowed to access or receive the Service; and

"订购者"指由该客户或代该客户呈交予东皓证券的开户表格或其他东皓证券不时指定的订购文件 (不论如何称述) 内识别的客户, 而该客户是被许可取用或接收本服务; 及

"Subscription Period" means the period of the Service for which the Fees have been paid to SSL or such other period as may be specified or approved by SSL from time to time.

"订购期"指本服务之期间, 而该段期间之费用已缴付予东皓证券, 或东皓证券可不时指定或批准的其他期间。

2. Licences and Mutual Obligations

许可及相互责任

2.1 Obligations of SSL:

东皓证券的责任:

2.1.1 In consideration of Subscriber paying to, and SSL receiving, all sums due and owing under this schedule, SSL shall grant to Subscriber a non-exclusive, non-transferable limited licence to access or receive the Service in accordance with the terms and conditions of this schedule and subject to any and all copyright notices or restrictions applicable to the Service and its Content and such licence shall not permit local area network or wide area network distribution of the Content and is for individual use only.

基于订购者支付及东皓证券收取所有根据本附表而到期及欠付的金额, 东皓证券须向订购者授予非独有、不可转让的有限度许可, 以依照本附表的条款及细则取用或接收本服务, 并且受到所有适用于本服务及其该等内容的任何版权通知或限制所规限, 及该许可不容许以本地区域网络或广阔地区网络形式发放该等内容及只可作个人使用。

2.1.2 SSL shall authorize for each Subscriber one Login ID and Transaction Password for access by Subscriber to the Service.

东皓证券将会向每个订购者授予一个输入身份识别及密码, 以供订购者取用本服务。

2.1.3 SSL reserves the right at all times to (i) immediately suspend the Subscriber's access to or receipt of the Service without notice, where SSL is of the opinion that the Subscriber has breached any of the terms contained in this schedule or that such action is appropriate, desirable or necessary in the reasonable opinion of SSL; (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this schedule which amendments shall be notified to the Subscriber by posting them on-line or via post or electronic mail and which shall take effect seven (7) days after any such posting is made or otherwise on any other date specified by SSL.

东皓证券在所有时间保留以下权利: (i) 可在毋须给予通知而实时终止订购者取用或接受本服务, 如果东皓证券认为订购者已违反本附表内的任何条款, 或东皓证券合理地认为该项行动是适合、可取或有需要的; (ii) 修订该等费用, 或引入新的费用或修订本附表的任何条款及细则, 而修订须以在线方式或邮寄或电子邮件方式发布以通知订购者, 而该等修订将在上述通知发放的七(7)日后或任何其他东皓证券指定的日期起生效。

2.1.4 SSL may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Subscriber, the presentation, substance or functionality of any Content.

东皓证券拥有绝对酌情权及可于任何时间在毋须向订购者事先通知的情况下加入、修订或删除任何该等内容的呈示方式、实质内容或功能性。

3. Obligations of Subscriber

订购者的责任

3.1 The Subscriber agrees to pay all Fees due to SSL in accordance with the terms of this schedule and in the case of overdue payments, the Subscriber authorizes SSL to debit the Subscriber's account with SSL or credit card or charge card (if any) with the amount of any Fees which are due from time to time.

订购者同意依照本附表的条款向东皓证券支付一切其到期须缴付的该等费用, 而就过期缴费而言, 订购者授权东皓证券从其于东皓证券的账户或其信用卡或支票卡 (若有) 扣取其不时到期须缴付的该等费用之任何金额。

3.2 SSL has the rights to collect from Subscriber all royalties and fees imposed by Sources which supply data to Subscriber. Subscriber understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the Subscription Period.

东皓证券有权向订购者收取信息源 (其向订购者提供数据) 所征收的所有版税及费用。订购者明白该等由信息源所征收的费用可不时改变, 并同意支付在订购期所产生的实际金额。

- 3.3 Subscriber shall inform SSL within ten (10) days of any change in name, address or billing information provided by Subscriber to SSL to use the Service.

订购者为着使用本服务而向东皓证券提供姓名、地址或帐项数据之任何变更, 该等变更须在十(10)日内作出此通知。

- 3.4 Subscriber acknowledges that the Service and the Content are proprietary to and/or the copyright of SSL and/or SSL's holding companies, subsidiary companies or associated companies and/ or Sources and are for use solely by the Subscriber, and the Content provided by the Service may not be copied, manipulated, republished or redistributed to third parties in any form or by any means without the prior written consent of SSL and, where necessary, the Sources.

订购者确认本服务及其该等内容是东皓证券及/或东皓证券的控股公司、附属公司或联属公司及/或信息源的专有的及/或版权, 及仅为订购者专用, 及本服务所提供的该内容不可复印、捏改、重新发布、或在未得东皓证券 (及如必要, 数据源) 的事先书面同意之前, 以任何方式或以任何途径向第三者再次发放。

- 3.5 Subscriber shall forthwith notify SSL in writing of any misuse of, or infringement of, the copyright of any Content.

订购者须实时书面通知东皓证券任何该等内容的版权任何被不当使用或侵害的情况。

- 3.6 The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of SSL's servers, their Content and/or any data areas for which the Subscriber has not been authorized by SSL.

订购者在未获东皓证券授权的情况下, 不会在未获授权的情况下进入、闯入、取用、使用, 或尝试进入、闯入、取用、使用东皓证券服务器之任何部分、其该内容及/或任何数据。

- 3.7 The Subscriber shall not assign, transfer or sub-license all or any part of its rights or obligations under the provisions of this schedule.

订购者不得出让、转让或分许可其在本附表之下的全部或部份权利或责任。

- 3.8 The Subscriber shall not use or permit the use of the Content or any part thereof for any illegal purpose or any other purpose not allowed under the provisions of this schedule.

订购者不得使用或准许该等内容或其任何部分被用作非法用途或任何其他按本附表的规定所不容许的用途。

- 3.9 The Subscriber shall not use the Content or any part thereof other than in the ordinary course of its own business (which shall not include any dissemination to third parties).

订购者不得使用该等内容或其任何部份被用作非订购者正常业务范围之内之用, 但并不包括任何发布予第三者的情况。

- 3.10 The Subscriber shall not use the Content or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing an off market or a trading floor or dealing service where trading in (i) securities listed on an exchange or of a type capable of being so listed or (ii) any other securities relating to securities described at (i) above is being undertaken otherwise than at or through such exchange.

订购者不得使用该等内容或其任何部份去设立、维持或提供或去协助设立、维持或提供非市场、买卖场地或交易服务去买卖 (i) 于某交易所上市或可于交易所上市的证券或 (ii) 与前述第(i)项所指证券有关之任何其他证券, 均非于或通过该交易所进行。

- 3.11 The Subscriber shall allow SSL or any person authorized by SSL in writing to, upon receiving SSL's written request, inspect promptly thereafter the premises and records of the Subscriber for any lawful purpose in connection with the provisions of this schedule including but not necessarily limited to the purpose of satisfying that the Subscriber is not using the Content or any part thereof contrary to any provision under this schedule.

订购者须允许东皓证券或其书面授权的人士, 在收到东皓证券的书面要求下尽速察看订购者的地方及记录为任何有关本附表条款的合法目的, 包括但不限于以满足订购者不使用该等内容或其任何部分是违于本附表之任何条款的目的。

4. Disclaimer of Warranty and Limitation of Liabilities

不作保证免责声明及责任限制

4.1 Disclaimer of Warranty

不作保证免责声明

Subscriber expressly acknowledges and agrees that the Service is provided to it on an 'as is' basis and that its use of the Content is at its sole risk. Neither SSL nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this schedule) relating to the Service including any Content furnished through the Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. SSL and the Sources endeavor to ensure the accuracy and reliability of the Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

订购者明确地确认及同意本服务是以“现况”基础提供的, 并且其单独承担使用该等内容的风险。东皓证券及信息源均没有就有关本服务 (包括透过本服务提供的任何该等内容) 作出任何形式的保证 (除非该等保证已在本附表内明确地列明), 不论该等保证是明示或默示地作出, 包括但不限于第三者权益的侵害、或可商用性或任何特别目的或用途的合适性。东皓证券及信息源致力确保其所提供的该等内容的准确性及可靠性, 但不会其担保准确性及可靠性及不会就任何不准确或遗漏而造成的损失或损害承担任何 (不论是侵权行为或合约上或其他方面上的) 责任。

4.2 Limitation of Liability

责任的限制

- 4.2.1 Neither SSL nor the Sources shall be liable to Subscriber or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by SSL's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event, will SSL or the Sources be liable to Subscriber for any direct, indirect, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to the Service or its use.

东皓证券或信息源均不会对任何直接、间接、后果性或偶然性的损失、费用或损害、或任何特殊的或惩罚性的损害、或全部或部分由东皓证券或信息源在采购、编译、解释、编辑, 报告或提供任何该等内容的疏忽所造成的损害。在任何情况下, 东皓证券或信息源都不会向订购者承担任何直接、间接、后果性、偶然性, 特殊的或惩罚性的损害承担责任, 包括任何利润损失或储蓄损失, 或任何第三方与本服务或其使用有关的任何性质的索赔。

- 4.2.2 Notwithstanding the foregoing, SSL's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall not in any event exceed the subscription fee paid by the Subscriber to SSL under the terms of this schedule for a period of six (6) months.

尽管有以上的规定，东皓证券就损害、损失及诉讼原因，不论在合约上或侵权上（包括疏忽）或其他方面上的责任，在任何情况之下，将以订购者向东皓证券在本附表的条款下所支付的六(6)个月订购费用为限。

4.2.3 Subscriber shall indemnify SSL and the Sources, their respective servants and agents, and hold SSL and the Sources, their respective servants and agents, harmless against all claims, liabilities, losses, damages and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against SSL and the Sources, their respective servants and agents, as a result of the use by Subscriber of the Content or part thereof.

因订购者使用该等内容或其部分，订购者应就所有申索、责任、损失、损害及费用，包括但不限于因对东皓证券及信息来源及其各自雇员或代理人作出的任何申索、诉讼产生或招致的法律费用及支出，弥偿东皓证券及信息来源及其各自雇员或代理人，及免东皓证券及信息来源及其各自雇员或代理人责任。

5. Term and Termination

有效期及终止

5.1 Term

有效期

This schedule shall be deemed to take effect upon first approval by SSL for the Subscriber to access or receive the Service and shall continue until the termination of the agreement in this schedule. Unless otherwise terminated pursuant to Clause 5.2 of this schedule, this schedule shall be automatically renewed at the expiry of each Subscription Period and shall continue from one Subscription Period to the next.

本附表将被视为自订购者首次被东皓证券许可取用或接收本服务的当日起生效，并继续直至本附表内的协议被终止为止。除非依据本附表第 5.2 条予以终止，否则本附表将会在每个订购期完结时自动续期，并将会从一个订购期至另一个订购期持续有效。

5.2 Termination and Effect

终止及效力

5.2.1 Either party may terminate this schedule at any time on the giving of not less than one (1) month's notice prior to the Renewal Date to the other party expiring at the end of a Subscription Period. The Subscriber may not terminate this schedule in the middle of a Subscription Period.

任何一方可向另外一方，在订购期终结的续期日之前给予不少于一(1)个月的通知终止本附表。订购者不得在订购期的中段将本附表终止。

5.2.2 SSL may terminate this schedule forthwith at any time without notice to the Subscriber if the Subscriber breaches any term of this schedule or if the Subscriber's use of or actions in connection with the Service are inappropriate in the reasonable opinion of SSL.

如订购者违反本附表的任何条款，或东皓证券合理地认为订购者就有关本服务的使用或行动是不合适的话，东皓证券可在任何时间实时终止本附表而毋须向订购者给予通知。

5.2.3 Upon the effective date of termination of this schedule (i) all licences and other rights and privileges granted to the Subscriber under the terms of this schedule shall forthwith cease; and (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this schedule.

在终止本附表生效时：(i) 根据本附表之条例而向订购者授予的许可和其他权利或特权将会实时无效；及 (ii) 订购者将不获退回在终止本附表之前以预缴方式已支付的任何该等费用。

5.2.4 Any termination of this schedule shall not affect or prejudice the rights and obligations of both parties accrued prior to such termination.

本附表的任何终止将不会影响或妨碍双方于该终止前的权利及责任。

6. General

一般条款

6.1 Notice

通知

All notices to be provided pursuant to this schedule shall be in writing sent by personal delivery, facsimile transmission, electronic mail or by post, to the appropriate party at such party's last known address or address last notified to the other party in writing or as otherwise agreed in writing between the parties. Such notice shall be deemed effective, in the case of personal delivery on the date of actual delivery; in the case of facsimile transmission or electronic mail, on the date of transmission; and in the case of postal mail, on the date set forth on the postal mark.

根据本附表所作出的所有通知，必须以书面及以私人送递、图文传真、电邮或邮寄方式发出，致有关的一方最后为人所知或通知另一方的地址，并以书面或以双方另行协议的形式。该等通知如属私人送递，被视作送递即日有效；如属图文传真或电邮，被视作在传送之日生效；及如属邮寄，则被视作在邮戳所示之日期生效。

6.2 Invalidity

无效

If any term or provision in this schedule shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or its part shall to that extent be deemed not to form part of this schedule and the enforceability of the remainder of this schedule shall not be affected.

如本附表的任何条款或条文根据任何成文法规或法律，在任何程度上被判定为全部或部份属非法或不可强制执行，则该等条款或条文或其部分在此等何程度上被视作不构成本附表的其中一部份，及本附表余下部份可强制执行性将不受影响。

6.3 Entire Agreement

整体协议

The provisions of this Fourth Schedule shall replace all previous agreements between the parties in relation to the subject matter of this schedule. This schedule forms the entire understanding between SSL and the Subscriber concerning the subject matter of this schedule and all other statements,

representations and warranties in relation to the Service whether expressed or implied by statute, law or otherwise howsoever are excluded.

本第四附表的条款将取代双方以往就本附表的目标事宜所达成的一切协议。本附表构成东皓证券及订购者之间关于本附表的目标事宜的所有理解，及所有其他有关本服务的声明、陈述及保证（不论是否由成文法规、法律或其他方式所明示或暗示的），都一概予以排除。

6.4 Personal Data

个人资料

6.4.1 Subscriber authorizes SSL to release and supply personal data and other information of the Subscriber to SSL's related companies and the Sources and any regulatory bodies.

订购者授权东皓证券可向与东皓证券有关的公司及信息来源及任何监管机构，发放及提供订购者的个人资料及其他信息。

6.4.2 The Subscriber understands that the Subscriber's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Subscriber shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

订购者明白订购者的个人资料可被提供予信贷数据服务机构及于违约事件时给予收债款公司。订购者有权要求知悉那些数据项是一般性被披露，及获提供进一步资料藉此可向有关信贷资料服务机构或收债款公司（按情况而定）提出查阅及更正的要求。

6.5 Governing Law and General Provisions

适用法律及一般条文

6.5.1 The validity, construction and performance of the provisions of this schedule shall be governed by the laws of the Hong Kong Special Administrative Region and both SSL and the Subscriber submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

本附表的条款之有效性、建构及履行须受香港特别行政区的法律所管辖，而东皓证券与订购者双方均接受香港特别行政区法院的非专属司法管辖权所约束。

6.5.2 The provisions of this schedule may, at SSL's sole discretion, be changed from time to time upon giving the Subscriber prior notice by such means as SSL may decide.

本附表的条款可按东皓证券的绝对自决，在向订购者给予任何形式（东皓证券可决定）的事先通知的情况下，不时修改。

Fifth Schedule - Risk Disclosure Statement – Securities Trading Account

第五附表—风险披露声明书 (证券交易帐户)

The following risk disclosure statement is provided pursuant to the Code of Conduct for Persons Licensed by or Registered with the Securities or Futures Commission and The Stock Exchange of Hong Kong Limited.

以下的风险披露声明书是根据《证券及期货事务监察委员会持牌人或注册人操守准则》及香港联合交易所有限公司予以提供。

Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto.

本附表中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义。

1. Risk of Securities Trading

证券交易的风险

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

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

2. Risk of Trading Growth Enterprise Market Stocks

买卖创业板股份的风险

Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by HKEx. GEM companies are usually not required to issue paid announcements in gazetted newspapers. You should seek independent professional advice if you are uncertain of or do not understand any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

创业板（“创业板”）之股份涉及高投资风险。尤其是该等公司可在毋须具备盈利往绩及无预测未来盈利责任的情况下在创业板上市。创业板股份可能非常波动及流动性很低。你只应在审慎及仔细考虑后，才作出投资决定。创业板的较高风险性质及其他特点，意味着这是一个市场较适合专业及其他成熟的投资者。创业板股份的最新数据只可以在港交所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。假如你对本风险披露声明书的任何详情或创业板的性质及在创业板买卖的股份所涉及的风险有不确定及不明白之处，应寻求独立的专业意见。

3. Risks involved in Trading Callable Bull/Bear Contracts ("CBBC")

买卖牛熊证涉及的风险

Mandatory call

强制收回

CBBC are not suitable for all types of investors and investors should consider their risk appetite prior to trading. In any case, one should not trade in CBBC unless he/she understands the nature of the product and is prepared to lose the total amount invested since a CBBC will be called by the issuer when the price of the underlying asset hits the call price and trading in that CBBC will expire early. Payoff for category N CBBC will be zero when they expire early. When category R CBBC expire early the holder may receive a small amount of residual value payment, but there may be no residual value payment in adverse situations. Brokers may charge their clients a service fee for the collection of the Residual Value payment from the respective issuers.

牛熊证并不适合所有投资者，及投资者在买卖前应先考虑其风险承受度。在任何情况下，任何人不应买卖牛熊证，除非他/她明白产品的性质，并已准备损失所有的投资金额，因为当牛熊证的相关资产价格触及收回价，牛熊证会被发行商收回，而牛熊证的买卖会提早到期。当 N 类牛熊证提早到期，并部位损益将会是零。当 R 类牛熊证提早到期，持有人可收回少量剩余价值，但在不利的情况下可能没有剩余价值。经纪为了从有关发行商收取剩余价值款项时，可收取其客户服务费。

In general, the larger the buffer between the call price and the spot price of the underlying asset, the lower the probability of the CBBC being called since the underlying asset of that CBBC would have to experience a larger movement in the price before the CBBC will be called. However, at the same time, the larger the buffer, the lower the leverage effect will be. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back. Besides, the mandatory call event ("MCE") of a CBBC with overseas assets as underlying may be triggered outside the SEHK's trading hours.

一般来说，收回价与相关资产现价的相差越大，牛熊证被收回的机会率越低，因为与该牛熊证相关的资产的价格要有较大的变动才会被收回。但同一时间，相差越大，杠杆作用便越小。当牛熊证被收回后，即使相关资产的价格反弹回正确方向，该被收回的牛熊证不会再次重新在市场上买卖，及投资者不能因价格反弹而获利。此外，与海外资产有关的牛熊证之强制收回事件可能会于联交所交易时段以外的时间发生。

Gearing effects

杠杆作用

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset. Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction.

由于牛熊证是杠杆产品，牛熊证价格之百分比的变幅是较相关资产为高。若投资者预期相关资产价格的走向与最终的走向相反时，他们可能要承受比例上更高的损失。

Limited life

限定的有效期

A CBBC has a limited life, as denoted by the fixed expiry date, with a lifespan of three (3) months to five (5) years. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

牛熊证有一期限，以固定到期日表示。以三(3)个月至五(5)年的有效期不等。若在固定到期日前被收回，牛熊证的有效期可变得更短。牛熊证的价值不时会随着相关资产价格的变动而波动，及于到期后和王某些情况下，甚至在正常到期之前可能会变得没有价值。

Movement with underlying asset

相关资产的走势

Although the price of a CBBC tends to follow closely the price of its underlying asset, but, in some situations, it may not (i.e. delta may not always be close to one). Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. Moreover, the delta for a particular CBBC may not always be close to one, in particular when the price of the underlying asset is close to the call price

虽然牛熊证的价格趋向紧贴其相关资产的价格，但在某些情况下未必如此（即对冲值可能不一定接近一）。牛熊证的价格受多个因素所影响，包括其本身的供求、财务费用及距离到期的时限。此外，个别牛熊证的对冲值亦不会经常接近一，特别是当相关资产的价格接近收回价时。

Liquidity

流通量

Although CBBC have liquidity providers, there is no guarantee that investors will be able to buy/sell CBBC at their target prices any time they wish.

虽然牛熊证设有流通量提供者，但不能保证投资者可以随时以其目标价买入 / 沽出牛熊证。

Funding costs

财务费用

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing /stock borrowing costs after adjustment for expected ordinary dividend of the stock (if the underlying is a Hong Kong stock since the CBBC will not be adjusted for ordinary dividend) plus the issuer's profit margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. The funding costs will gradually be reduced over time along with the CBBC in the secondary market as the CBBC moves towards expiry.

牛熊证的发行价包括财务费用，发行商会在推出牛熊证时在上市文件内订明计算财务费用的程序。牛熊证的财务费用包括发行商的借贷成本、预期正股普通股息的调整(若相关资产为派息股份)及发行商的溢利，投资者宜将由不同发行商发行但相关资产和特色都相似的牛熊证的财务费用作比较。随着牛熊证走向到期，融资成本将随着牛熊证在二级市场上的逐渐减少。

In general, the longer the duration of the CBBC, the higher the total funding costs will be since it is similar to investors borrowing for a longer tenure to trade in the underlying asset.

一般来说，牛熊证的年期越长，总财务费用便越高，因它类似于投资者藉较长期借贷来交易相关资产。

When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for the CBBC turns out to be shorter.

当牛熊证被收回时，牛熊证持有人（投资者）将失去整段时期的融资成本，因为融资成本在发行时即加入在牛熊证的价格内，即使强制收回事件，牛熊证的实际资金周期结果变得更短。

In any case, investors should note that the funding costs of a CBBC after launch may vary during its life and the Liquidity Provider is not obliged to provide a quote for the CBBC based on the theoretical calculation of the funding costs for that CBBC at launch.

在任何情况下，投资者应注意牛熊证在发行后的融资成本在其期限内可能会变动，而流动性提供者则毋须根据牛熊证在发行时融资成本的理论计算来为牛熊证提供报价。

Trading of CBBC close to Call Price

接近收回价时的交易

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 investors after the MCE since there may be some time lapse between the MCE time and suspension of the CBBC trading. Any trades executed after the MCE (i.e. Post MCE Trades) will not be recognized and will be 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. Issuers will announce the exact call time within 1 hour after the trigger of MCE, and SEHK will also send the list of Post MCE Trades to the relevant exchange participants (brokers) who in turn will inform their clients accordingly. For avoidance of doubt on whether their trades have been cancelled (i.e. whether they are Post MCE Trades), the investors may check with their brokers.

相关资产价格接近收回价时，牛熊证的价格可能会变得更加波动，买卖差价可能会较阔，流通量亦可能较低。牛熊证随时会被收回而交易终止。由于强制收回事件发生的时间与停止牛熊证买卖之间可能会有一些时差。有一些交易在强制收回事件发生后才达成及被交易所参与者确认，但任何在强制收回事件后始执行的交易将不被承认并会被取消。因此投资者买卖接近收回价的牛熊证时需额外小心。发行商会于强制收回事件发生后 60 分钟内通知市场确实的收回时间，联交所亦会把于强制收回事件发生后才达成的事务数据发布给有关的交易所参与者，让他们通知其客户。若投资者不清楚交易是否在强制收回事件后才达成或有否被取消，应查询经纪。

CBBC with overseas underlying assets

海外资产发行的牛熊证

Investors trading CBBC with overseas underlying assets are exposed to an exchange rate risk as the price and cash settlement amount of the CBBC are converted from a foreign currency into Hong Kong dollars. Exchange rates between currencies are determined by forces of supply and demand in the foreign exchange markets which are affected by various factors. Besides, CBBC issued on overseas underlying assets may be called outside the SEHK's trading hours. In such case, the CBBC will be terminated from trading on the SEHK in the next trading session or soon after the issuer has notified the SEHK about the occurrence of the MCE. There will be no automatic suspension of the CBBC by AMS/3. For Category R CBBC, valuation of the residual value will be determined on the valuation day according to the terms in the listing documents.

以海外资产发行的牛熊证，其价格及结算价均由外币兑换港元计算，投资者买卖这类牛熊证需承担有关的外汇风险。外汇价格由市场供求厘定，其中牵涉的因素颇多。若属海外资产发行的牛熊证，强制收回事件可能会于联交所交易时段以外的时间发生。有关的牛熊证会于下一个交易时段或发行商通知联交所强制收回事件发生后尽快停止在联交所买卖。强制收回事件发生后，AMS/3 不设自动停止机制。若属 R 类牛熊证，剩余价值会根据上市文件于订价日厘定。

4. Risks involved in Trading Derivative Warrants

投资衍生权证的风险

Derivative warrant trading involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in derivative warrants.

买卖衍生权证（“窝轮”）涉及高风险，并非人皆适合。投资者买卖衍生权证（“窝轮”）前必须清楚明白及考虑以下的风险：

Issuer Risk

发行商风险

Derivative warrant holders are unsecured creditors of an issuer and have no preferential claim to any assets an issuer may hold. Therefore, investors are exposed to credit risk in respect of the issuer.

衍生权证（“窝轮”）的持有人等同衍生权证（“窝轮”）发行商的无担保债权人，对发行商的资产并无任何优先索偿权；因此，衍生权证（“窝轮”）的投资者须承担发行商的信贷风险。

Gearing Risk

杠杆风险

Although derivative warrants may cost a fraction of the price of the underlying assets, a derivative warrant may change in value more or less rapidly than the underlying asset. In the worst case the value of the derivative warrants falls to zero and holders lose their entire purchase price.

尽管衍生权证（“窝轮”）价格远低于相关资产价格，但衍生权证（“窝轮”）价格升跌的幅度亦远较正股为大。在最差的情况下，衍生权证（“窝轮”）价格可跌至零，投资者会损失最初投入的全部资金。

Limited Life

具有效期

Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration.

与股票不同，衍生权证（“窝轮”）有到期日，并非长期有效。衍生权证（“窝轮”）到期时如非价内权证，则完全没有价值。

Time Decay

时间递减

One should be aware that other factors being equal the value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments.

若其他因素不变，衍生权证（“窝轮”）价格会随时间而递减，投资者绝对不宜视衍生权证（“窝轮”）为长线投资工具。

Volatility

波幅

Other factors being equal an increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower

derivative warrant price.

若其他因素不变，相关资产的波幅增加会令衍生权证（“窝轮”）价值上升；相反，波幅减少会令衍生权证（“窝轮”）价值下降。

Market Forces

市场力量

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant prices are also affected by all other prevailing market forces including the demand for and supply of the derivative warrants. Supply and demand forces may be greatest when a derivative warrant issue is almost sold out and when issuers make further issues of an existing derivative warrant issue.

除了决定衍生权证（“窝轮”）理论价格的基本因素外，所有其他市场因素（包括权证本身在市场上的供求）也会影响衍生权证（“窝轮”）的价格。就市场供求而言，当衍生权证（“窝轮”）在市场上快将售罄又或发行商增发衍生权证（“窝轮”）时，供求的影响尤其大。

5. Risks involved in Trading Exchange Traded Funds (“ETFs”)

投资交易所买卖基金涉及的风险

Market risk

市场风险

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

交易所买卖基金主要为追踪某些指数、行业/领域又或资产组别(如股票、债券或商品)的表现。交易所买卖基金经理可用不同策略达至目标，但通常也不能在跌市中酌情采取防守策略。投资者必须要有因为相关指数/资产的波动而蒙受损失的准备。

Tracking errors

追踪误差

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)

这是指交易所买卖基金的表现与相关指数/资产的表现脱节，原因可以来自交易所买卖基金的交易费及其他费用、相关指数/资产改变组合、交易所买卖基金经理的复制策略等等因素。（常见的复制策略包括完全复制/选具代表性样本以及综合复制，详见下文。）

Trading at discount or premium

以折让或溢价交易

An ETF may be traded at a discount or premium to its Net Asset Value (“NAV”). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

交易所买卖基金的价格可能会高于或低于其资产净值，当中主要是供求因素的问题，在市场大幅波动兼变化不定期间尤其多见，专门追踪一些对直接投资设限的市场/行业的交易所买卖基金亦可能会有此情况。

Foreign exchange risk

外汇风险

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

若投资者所买卖结构性产品的相关资产并非以港币为单位，其尚要面对外汇风险。货币兑换率的波动可对相关资产的价值造成负面影响，连带影响结构性产品的价格。

Liquidity risk

流通量风险

Securities Market Makers (“SMMs”) are exchange participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell the product.

证券庄家是负责提供流通量、方便买卖交易所买卖基金的交易所参与者。尽管交易所买卖基金多有一个或以上的证券庄家，但若有证券庄家失责或停止履行职责，投资者或就不能进行买卖。

Counterparty risk involved in ETFs with different replication strategies

交易所买卖基金的不同复制策略涉及对手风险

(a) Full replication and representative sampling strategies

完全复制及选具代表性样本策略

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

采用完全复制策略的交易所买卖基金，通常是按基准的相同比重投资于所有的成份股/资产。采取选具代表性样本策略的，则只投资于其中部分(而不是全部)的相关成份股/资产。直接投资相关资产而不经第三者所发行合成复制工具的交易所买卖基金，其交易对手风险通常不是太大问题。

(b) Synthetic replication strategies

合成复制策略

ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

采用合成复制策略的交易所买卖基金，主要透过掉期或其他衍生工具去追踪 基准的表现。现时，采取综合复制策略的交易所买卖基金可再分为两种：

(i) **Swap-based ETFs**

以掉期合约构成

Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.

总回报掉期让交易所买卖基金经理可以复制基金基准的表现而不用购买其相关资产。

Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

以掉期合约构成的交易所买卖基金需承受源自掉期交易商的交易对手风险。若掉期交易商失责或不能履行其合约承诺，基金或要蒙受损失。

(ii) **Derivative embedded ETFs**

以衍生工具构成

ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.

交易所买卖基金经理也可以用其他衍生工具，综合复制相关基准的经济利益。有关衍生工具可由一个或多个发行商发行。

Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

以衍生工具构成的交易所买卖基金需承受源自发行商的交易对手风险。若发行商失责或不能履行其合约承诺，基金或要蒙受损失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所买卖基金即使取得抵押品，也需依靠抵押品提供者履行责任。此外，索回抵押品的权利一旦行使，抵押品的市值可以远低于当初所得之数，令交易所买卖基金损失严重。

It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

投资者是否了解并能审慎评估不同的交易所买卖基金结构及特色会有何影响极为重要。

6. Specific Risks relating to Securities Trading through Shanghai-Hong Kong Stock Connect and Shenzhen – Hong Kong Stock Connect 透过沪港通及深港通买卖证券的特定风险

(A) **Not protected by Investor Compensation Fund**

不受投资者赔偿基金保障

The Client should note that any Northbound or Southbound trading under Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect will not be covered by Hong Kong's Investor Compensation Fund. 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, they are not protected by China Securities Investor Protection Fund on the Mainland.

客户须注意，香港的投资者赔偿基金并不涵盖沪港通及深港通下的任何北向交易和南向交易。对于参与北向交易的香港投资者而言，由于他们是通过香港本地券商进行北向交易，该券商并非内地证券公司，因此中国内地投资者保护基金亦不涵盖沪股通/深港通的北向交易。

(B) **Quotas used up**

额度用尽

Once the daily quota for Northbound and Southbound trading 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.

当北向交易和南向交易日额度用完时，亦会实时暂停相应买盘交易订单（已获接受的买盘订单不会因每日额度用尽而受到影响，此外仍可继续接受卖盘订单），当日不会再次接受买盘订单。

(C) **Difference in trading day and trading hours**

交易日及交易时间差异

The Client should note that, due to differences in public holidays between Hong Kong and Mainland China or other reasons such as bad weather conditions, there may be differences in trading days and trading hours in the two markets. Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong 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. Therefore, it is possible that there are occasions when it is a normal trading day for the Mainland market but Hong Kong investors cannot trade A-shares. The Client should take note of the days and the hours which Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect is open for trading and decide according to his own risk tolerance capability whether or not to take on the risk of price fluctuations in A-shares during the time when Shanghai-Hong Kong Stock Connect/ Shenzhen-Hong Kong Stock Connect is not trading.

客户应注意因香港和内地的公众假期日子不同或恶劣天气等其他原因，两地交易日及交易时间或有所不同。由于沪港通及深港通只有在两地市场均为交易日、而且两地市场的银行在相应的款项交收日均开放时才会开放，所以有可能出现内地市场为正常交易日、而香港投资者却不能买卖 A 股的情况。客户应该注意沪港通及深港通的开放日期及时间，并因应自身的风险承受能力决定是否在沪港通/深港通不交易的期间承担 A 股价格波动的风险。

(D) **Restrictions on selling imposed by front-end monitoring**

前端监控对沽出的限制

For the Client who deposits his A-shares with securities companies other than SSL, if he wishes to sell certain A-shares he holds, he must transfer such A-shares to his account with SSL before the day of selling (T day). If he fails to meet this deadline, he will not be able to sell such A-shares on T day.

对于那些一般将 A 股存放于东皓证券才证券以外证券公司的客户而言，如欲沽出所持有的某些 A 股股票，必须在不迟于沽出当天（T 日）前成功把该等 A 股股票转移至其东皓证券账户内。如果客户错过了此期限，将不能于 T 日沽出该等 A 股。

(E) The recalling of eligible stocks and trading restrictions

合格股票的调出及买卖限制

A stock which is on the list of eligible stocks for trading via Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect may be recalled from the list for various reasons and, in such event, the stock can only be sold but cannot be bought. This may affect the investment portfolio or strategies of the Client. The Client should therefore pay close attention to the list of eligible stocks as provided and updated from time to time by Shanghai Stock Exchange ("SSE"), Shenzhen Stock Exchange ("SZSE") and HKEx.

Under the following circumstances, purchase of A shares via Northbound trading will be suspended temporarily (but sale is permitted): (i) the A-shares cease to be constituent stocks of the relevant indices; (ii) the A-shares are put under "risk alert"; and/or (iii) the corresponding H shares of the A-shares cease to be traded on HKEx. The Client should also note that such A-shares may be subject to the restriction of price fluctuation limits.

当一只原本在沪港通/深港通合格股票名单内的股票由于各种原因被调出名单时，该股票只能被卖出而不能被买入。这对客户的投资组合或策略可能会有影响。因此，客户需要密切关注上海交易所（「上交所」）、深圳证券交易所（「深交所」）和港交所提供及不时更新的合格股票名单。沪股通及深港通股票将在以下几种情况下被暂停买入（但允许卖出）：（一）该等 A 股不再属于有关指数成份股；（二）该等 A 股被实施「风险警示」；及/或（三）该等 A 股相应的 H 股不再在港交所挂牌买卖。客户亦需留意 A 股交易有可能受涨跌停板幅度限制。

(F) Transaction costs

交易费用

In addition to paying trading fees and stamp duties in connection with trading of A-shares, the Client carrying out Northbound trading via Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect should also take note of any new portfolio fees, dividend tax and tax concerned with income arising from stock transfers, which may be levied by the relevant authorities.

经沪股通及深港通进行北向交易的投资者除须缴交买卖 A 股的交易费用及印花税外，亦需留意可能须缴交相关机构征收之组合费、红利税及针对股票转让而产生收益的税项。

(G) Mainland China's laws and regulations, foreign shareholding restrictions and disclosure obligations

内地法规、外资持股比例限制及披露责任

Under Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect, A-share listed companies and trading thereof are subject to the laws and regulations and disclosure obligations of the A-share market. Any changes in relevant laws or regulations may affect share prices. The Client should also take note of the foreign shareholding restrictions and disclosure obligations applicable to A-shares. The Client may be subject to restrictions on trading and retention of proceeds as a result of his interests and shareholdings in A-shares. The Client himself is responsible for compliance with the requirements of all relevant notifications, reports and disclosure of interests.

沪股通及深港通相关的 A 股上市公司及交易须遵守 A 股市场的法规及披露责任，任何相关法例或法规的改动均有可能影响股价。客户亦应留意适用于 A 股的外资持股比例限制及披露责任。因应客户所拥有 A 股的利益及持股量，客户的交易及收益保留可能受限制，客户需自行负责所有相关申报、通知及利益披露之合规要求。

Under the current Mainland rules, when an investor holds up to five per cent (5%) of the shares of a company listed on SSE, the investor is required to disclose his interest within three (3) working days during which he cannot trade the shares of that company. The investor is also required to disclose any change in his shareholding and comply with related trading restrictions in accordance with the Mainland laws.

根据现行内地法律，当任何一名投资者持有上交所上市公司的股权达百分之五(5%)时，须于三(3)个工作日内披露其权益，该投资者亦不得于该三日内买卖该公司股份。该投资者亦须就其持股量的变化按内地法律进行披露并遵守相关的买卖限制。

According to existing Mainland practices, Hong Kong and overseas investors as beneficial owners of A-shares traded via Shanghai-Hong Kong Stock Connect or Shenzhen-Hong Kong Stock Connect cannot appoint proxies to attend shareholders' meetings on their behalf.

香港及海外投资者作为沪股通或深港通股票的实益拥有人，根据现行内地惯例并不能委任代表其亲身出席股东大会。

(H) Currency risks

货币风险

Northbound investments via Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect will be traded and settled in Renminbi ("RMB"). If the Client invests in A-shares with a local currency other than RMB, the Client will be exposed to a currency risk due to the need for the conversion of the local currency into RMB. During the conversion, the Client will also incur currency conversion costs. Even if the price of the RMB asset remains unchanged, the Client will still incur an exchange loss if RMB depreciates during the process of currency conversion.

沪股通及深港通投资以人民币进行交易和交收。若客户以人民币以外的本地货币投资 A 股，便需承受因需要将该本地货币转换为人民币之货币风险。在汇兑过程中，客户亦将会承担转换货币的成本。即使该人民币资产的价格不变，于转换货币的过程中，如果人民币贬值，客户亦会蒙受汇兑损失。

If the Client invests in A-shares without converting the local currency which he holds, into RMB and this results in a RMB debit balance of his account, our Company will charge debit interest on that outstanding balance. (Please refer to the notice on our Company's website for information of the debit interest rate)

若客户投资 A 股而不将其持有之本地货币转换为人民币，并引致其账户出现人民币欠款，本公司将会收取该欠款之借贷利息（有关借贷息率的资料，请参阅本公司网页上的通告）。

The above summary only covers part of the risks related to Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect and any above-mentioned laws, rules and regulations are subject to change from time to time. The Client should visit the website of HKEx for updates and details for Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect.

以上概述只涵盖沪股通及深港通涉及的部分风险，相关法律、法规及规则有可能会不时更改有关沪股通及深港通的最新信息及详情，客户应自行浏览港交所

之网站。

If the aforesaid provisions are inconsistent with the rules and regulations of HKEx, SZSE and SSE, the rules and regulation of HKEx, SZSE and SSE shall prevail.

上述条款如与港交所、深交所及上交所的条款有抵触，一切以港交所、深交所及上交所的条款为准。

7. Risks of Received or Held Client Assets Outside Hong Kong 在香港以外收取或持有客户资产的风险

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

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

8. Risk of Trading NASDAQ-AMEX Securities at the Stock Exchange of Hong Kong Limited 在香港联合交易所有限公司买卖纳斯达克-美国证券交易 所证券的交易风险

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult a licensed or registered person 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 SEHK.

按照纳斯达克-美国证券交易所试验计划 ("试验计划") 挂牌买卖的证券是为熟悉投资技巧的投资者而设的。你在买卖该项试验计划的证券之前，应先咨询有关持牌人或注册人的意见和熟悉该项试验计划。你应知悉，按照该项试验计划挂牌买卖的证券并非以联交所的主板或创业板作第一或第二上市的证券类别加以监管。

9. Risk of Margin Trading 保证金融资/孖展买卖的风险

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

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

10. Risk of Providing an Authority to Repledge your Securities Collateral 提供将你的证券抵押品等再质押的授权风险

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities. If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to no more than twelve (12) months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 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. You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

向持牌人或注册人提供授权书，容许其按照某份证券借贷合约使用你的证券或证券抵押品，将你的证券抵押品再质押以取得财务通融，或将你的证券抵押品存放为用以履行及清偿其交收责任及债务的抵押品，存在一定风险。假如你的证券或证券抵押品是由持牌人或注册人在香港收取或持有的，则上述安排仅限于你已就此给予书面同意的情况下方有效。此外，除非你是专业投资者，你的授权书必须指明有效期，而该段有效期不得逾 十二(12) 个月。若你是专业投资者，则有关限制并不适用。此外，假如你的持牌人或注册人在有关授权的期限届满前最少 十四(14) 日向你发出有关授权将被视为已续期的提示，而你对于在现有授权的期限届满前以此方式将该授权延续不表示反对，则你的授权将会在没有你的书面同意下被视为已续期。现时并无任何法例规定你必须签署这些授权书。然而，持牌人或注册人可能需要授权书，以便例如向你提供保证金贷款或获准将你的证券或证券抵押品借出予第三方或作为抵押品存放于第三方。有关持牌人或注册人应向你阐释将为何种目的而用户许可证书。倘若你签署授权书，而你的证券或证券抵押品已借出予或存放于第三方，该等第三方将对你的证券或证券抵押品具有留置权或作出押记。虽然有关持牌人或注册人根据你的授权书而借出或存放属于你的证券或证券抵押品须对你负责，但上述持牌人或注册人的违规行为可能会导致你损失你的证券或证券抵押品。大多数持牌人或注册人均提供不涉及证券借贷的现金账户。假如你毋需使用保证金贷款，或不希望本身证券或证券抵押品被借出或遭质押，则切勿签署上述的授权书，并要求开立该等现金账户。

11. Risk of Trading at Grey Market 暗盘市场交易风险

SSL enables clients to trade certain Hong Kong new shares in the pre-IPO market (the "Grey Market"). The objective of this Risk Disclosure is to provide basic

information concerning Grey Market trading and to assist you to make an informed assessment of the risks and uncertainties associated. In light of these risks, you should undertake such transactions only if you understand the nature of the transaction and the extent of your exposure to risk. Not all clients are suitable for Grey Market trading, therefore you should carefully consider whether it is appropriate in the light of your experience, objectives, financial resources, risk tolerance, and other relevant factors. You should carefully read the terms and conditions of contract and rules associated and relevant responsibilities before you decide to invest. If in any doubt, you should seek professional advice. You should also read the other risk disclosure with respect to stock trading.

About Grey Market

SSL enables clients to trade certain Hong Kong new shares in the Grey Market. Grey Market is an over-the-counter ("OTC") market that new shares are traded one trading day prior to the listing date. Clients who get allotted with new shares may sell the shares in the Grey Market, and clients can buy the new shares in Grey Market before official listing date. The transactions in the Grey Market are matched by the system of certain licensed financial institutions instead of the trading system of Hong Kong Stock Exchange ("HKEX").

Stock Price

You may find different Grey Market stock prices of single one new share since the Grey Markets are organized by different financial institutions, and the new share is traded by different groups of buyers and sellers. During Grey Market trading hours, your position value will be calculated on Grey Market price. After Grey Market ends and before its official listing date, your position value will be calculated on the Grey Market closing price. At its official listing date, your position is calculated on offering price of the new share. After its official listing, your position will be calculated on market price of the stock.

Liquidity and Volatility

Before trading on Grey Market, you must understand the nature of the OTC transaction, the trading facilities, and the level of risk you can afford. Grey Market trading is OTC transaction. OTC transaction is subject to risks, including the credit and default risks of transaction counterparties and the risk that the new shares would not be listed in HKEX.

Share traded in Grey Market may have lower liquidities and higher price volatility than shares traded on the HKEX. The Grey Market share price may differ materially from its market opening price or trading price during the regular trading session after the new share is officially listed.

Trading Hours and Settlement Mechanism

Before you invest, you must know the trading hour and settlement mechanism of Grey Market. Trading hours of Grey Market are different from the regular trading session of HKEX. The trading hours of Grey Market last from 4:15 PM to 6:30 PM Hong Kong Time one trading day prior to the official listing date of the new shares. In case of a half trading day, the trading hours will last from 2:15 PM to 4:30 PM Hong Kong Time one trading day prior to the official listing date of the new shares.

T+0 trading mechanism is used for Grey Market. New shares that have been awarded and stocks purchased during the transaction can be sold during the trading day. The settlement date of Grey Market transactions is two trading days after the official listing day of the new shares.

Order Execution and Costs

You must know that order execution in Grey Market is different from regular trading session in HKEX. You can only place limit order in Grey Market, other order types are not available in Grey Market trading hours. Your order cannot be modified unless you cancel it and place a new order, and executed orders will remain valid. All orders placed by clients will be void if a new share fails to list on the HKEX. When Grey Market trading session ends, outstanding orders will be cancelled. Alternation to terms and conditions of IPO will not affect Grey Market unless it leads to postponement or cancellation of the listing.

Fees and costs will be charged for your Grey Market orders. Fee schedules will be publicly disclosed in SSL' official website.

This Risk Disclosure do not purport to disclose or discuss all of the risks and other significant aspects of Grey Market trading. You should therefore consult with your own legal, tax, and financial advisers before entering into any particular transaction.

东皓证券向客户提供在首次公开发行前市场（以下简称“暗盘”）交易部分香港新股的服务。本风险披露旨在提供有关暗盘交易的基本信息，并说明您对相关的风险和不确定性作出评估。鉴于风险因素考虑，只有在您了解交易的性质和您所面临的风险程度的情况下，您才应进行此类交易。并非所有客户都适合进行暗盘交易，因此，您应根据您的经验、目标、财务资源、风险承受能力和其他相关因素，仔细考虑是否适合进行暗盘交易。在您决定投资前，您应仔细阅读相关合同条款和并充分知悉有关规则及相关责任。如有任何疑问，您应寻求专业意见。您也应阅读其他有关股票交易的风险披露。

关于暗盘

东皓证券向客户提供部分香港新股的暗盘交易服务。暗盘是供部分新股在上市前一个交易日进行交易的场外交易市场。获配新股的客户可在暗盘卖出股份，客户也可在新股正式上市前通过暗盘交易买入新股。暗盘交易由持牌金融机构运营的交易系统撮合成交，而不是通过香港联合交易所（以下简称“港交所”）的交易系统成交。

股票价格

由于暗盘是由不同的金融机构组织并运营的，新股由不同的买家和卖家群体交易，您可能会发现同一只新股的暗盘价格不同。在暗盘交易时段内，您的新股持仓价值将以暗盘价格计算。在暗盘结束后至正式上市日前，您的新股持仓价值将以暗盘收盘价计算。在正式上市日开盘前，您的新股持仓价值将以新股的发行价计算。正式上市后，您的新股持仓价值将以该股票的市价计算。

流动性和价格波动

在进行暗盘交易前，您必须了解场外交易的性质、交易设施以及您能承受的风险。暗盘交易属于场外交易。场外交易包含但不限于交易对手方的信用风险和违约风险，以及新股不能在港交所上市的风险。

在暗盘交易的股票可能比在港交所交易的股票流动性较低且价格波动较大。暗盘股价可能与新股正式上市后的正常交易时段的开盘价或交易价有较大差异。

交易时段和结算机制

在投资前，您应当知悉暗盘的交易时间和结算机制。暗盘的交易时段与港交所的正常交易时段不同。暗盘交易时段为新股正式上市前一个交易日的香港时间下午 4:15 至 6:30。如当日为半交易日，则暗盘交易时段为新股正式上市前一个交易日的下午 2:15 至 4:30。

暗盘采用 T+0 交易机制。交易中签的新股和买入的股票可以在普通交易日内卖出。暗盘交易的股票交割日为新股正式上市后的两个交易日。

订单执行和费用

您应当知悉暗盘交易支持的订单类型不同于港交所的正常交易时段。暗盘交易只支持限价盘，其他类型的订单均不支持。您的订单不能被修改，您只能取消订单并重新下单，且已成交的订单将保持有效。若新股未能在港交所上市，客户的所有订单将被撤销。当暗盘交易时段结束时，未成交的订单将被取消。除非新股推迟或取消上市，否则其他上市条款和条件变更不会影响暗盘交易。

您的暗盘市场订单将产生佣金及其他费用。费用明细将在东皓证券的官方网站上公开披露。

本风险披露并未涵盖暗盘交易的所有风险和其他重要信息。因此，在进行任何特定交易前，您应咨询您的法律、税务和财务顾问。

12. Additional Trading Risks

其他买卖风险

(a) Deposited cash and property

存放的现金及财产

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm 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.

如果你为在本地或海外进行的交易存放款项或其他财产，你应了解清楚该等款项或财产会获得哪些保障，特别是在有关商号破产或无力偿债时的保障。至于能追讨多少款项或财产一事，可能须受限于具体法规规定或当地的规则。在某些司法管辖区，收回的款项或财产如有不足之数，则可认定属于你的财产将会如现金般按比例分配予你。

(b) Commission and other charges

佣金及其他收费

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you may be liable. These charges will affect your net profit (if any) or increase your loss.

在开始交易之前，你先要清楚了解你必须缴付的所有佣金、费用或其他收费。这些费用将直接影响你可获得的净利润(如有)或增加你的亏损。

(c) Transactions in other jurisdictions

在其他司法管辖区进行交易

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 regulations which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions in those jurisdictions. 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 for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管辖区的市场(包括与本地市场有正式连系的市场)进行交易，或会涉及额外的风险。根据这些市场的规例，投资者享有的保障程度可能有所不同，甚或有所下降。在进行交易前，你应先行查明在那些司法管辖区有关你将进行的该项交易的所有规则。你本身所在地的监管机构，对于你已执行的交易所在地的所属司法管辖区的监管机构或市场，将不能迫使它们执行有关的规则。有鉴于此，在进行交易之前，你应先查询你本身地区所属的司法管辖区及其他有关司法管辖区可提供哪种补救措施的详情。

(d) Currency risks

货币风险

The profit or loss in transactions in foreign currency-denominated assets (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 assets to another currency.

以外币计算的资产买卖所带来的利润或招致的亏损(不论交易是否在你本身所在的司法管辖区或其他地区进行)，均会在需要将资产的货币单位兑换成另一种货币时受到汇率波动的影响。

(e) Trading Facilities

交易设施

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 exchange participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

电子交易的设施是以计算机组成系统来进行交易指示传递、执行、配对、登记或交易结算。然而，所有设施及系统均有可能暂时中断或失灵，而阁下就此所能获得的赔偿或受制于系统供货商、市场、结算公司及 / 或交易所参与商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同，阁下应向为阁下进行交易的商号查询这方面的详情。

(f) **Electronic Trading**

电子交易

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. You acknowledge and bear the risk that messages sending over the internet may be delayed due to internet traffic jam or other reasons. The licensed or registered person shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to you due to any failure of communication facilities, or any other delays beyond the reasonable control of the licensed or registered person. Communications over the internet may be subject to transmission blackout, interruption, interception, or incorrect data transmission due to the public nature of the internet or other reasons that are beyond the licensed or registered person's control. Messages sent over the internet cannot be guaranteed to be completely secure. You shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from the licensed or registered person's systems. The licensed or registered person shall not be responsible for any losses or damages incurred or suffered as a result thereof.

透过一个电子交易系统进行买卖可能会与透过其他电子交易系统进行买卖有所不同。如你透过某个电子交易系统进行买卖，你须承受该系统带来的风险，包括有关硬件或软件可能会失灵的风险。系统失灵可能会导致持牌人或注册人的买卖盘不能根据指示执行，或完全不获执行。你确认并承担因网络挤塞或其他原因而引致通过互联网传送的讯息有所延误的风险。持牌人或注册人不会就有关延误所构成的后果（包括但不限于延误向交易地点发出指示或命令，或因任何通讯设施故障而延迟向你发出执行报告，或其他不能合理地由持牌人或注册人控制的延误）负责。互联网上的通讯可能暂时中断、传递终止或截取，或因互联网的公众背景或其他持牌人或注册人不能控制的理由引致数据传送有失误。透过互联网发出的讯息无法保证完全安全。你应注意，任何经持牌人或注册人系统发出或接收的讯息/指示均可能出现被延误、遗失、转换、更改、讹用或被病毒感染的风险，你须为有关风险负责。持牌人或注册人不会就有关的损失及损害负上责任。

(g) **Risk of E-Statement Service**

电子结单的风险

Access to the internet or other electronic medium may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Any communication through the internet or other electronic medium may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond the licensed or registered person's control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the designed email address at all. Moreover, communications and personal data may be accessed by unauthorized third parties, and there are risks of misunderstanding or error in any communication and that such risks shall be absolutely borne by you.

互联网及其他电子媒介的接达可能因为高峰期、市场波动、系统升级或维修或因其他原因而受到限制或未能提供。透过互联网及其他电子媒介进行的任何通信可能会受到干扰、出现传输中断，及由于未能预测的互联网通信量或因其他不受持牌人或注册人控制的原因而导致传输延误。基于技术所限，互联网本身为不可靠的通信媒介。因此，可能会出现信息传输及接收之延误，以及结单未必能传送到指定的电邮账号。此外，未经授权第三方可能获得通讯及个人资料，及你须要完全承担任何误解通信或通信错误的风险。

(h) **Off-exchange transactions**

场外交易

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 familiarize yourself with applicable rules and attendant risks.

在某些司法管辖区及只有在特定情况之下，持牌人或注册人获准执行场外交易。持牌人或注册人可能是你所进行的买卖的交易对手方。在这种情况下，有可能难以或甚至无法平掉既有仓位、评估价值、厘定公平价格又或评估风险。因此，这些交易或会涉及更大的风险。场外交易的监管或会比较宽松，又或需遵照不同的监管制度；你在进行该等交易前应了解适用的规则和有关的风险。

13. Limitation of Risk Disclosure

风险披露的限制

This Risk Disclosure Statement may not disclose all exposed risks. You should gather information before making trade and investment. You should consider your investing premise according to your own financial status and investment objectives. You should seek or consult professional advice and be aware of your exposed risks before making any trade and investment.

本风险披露声明可能没有披露所有涉及风险。在进行交易及投资前，你应搜集数据。你应按本身的财政状况及投资目的作为考虑投资的大前提。你在交易或投资前应寻求或咨询专业意见，以及应先了解你涉及的风险。

This Risk Disclosure Statement is revised or supplemented from time to time. Clients should refer to its latest version for reference.

本风险披露声明会不时修订或补充，客户应参考最新版本。

Sixth Schedule – Virtual Assets Trading Agreement

第六附表—虚拟资产交易协议

Terms defined in this agreement have the same meaning as in this Client Agreement and other schedules annexed thereto.

本协议中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义。

Where your account is allowed to conduct Virtual Assets (“VA”) trading (i.e. a virtual assets trading account), in consideration of SSL entering into transactions relating to virtual assets in accordance with your instruction (“Instruction”), you agree to the following terms and conditions:

若你的帐户被许可进行虚拟资产交易（即为虚拟资产交易帐户），就东皓证券同意根据你的指令所作虚拟资产交易，你同意以下的条款及细则：

- You open a virtual asset (“VA”) trading account with SSL in Your name for the purpose of VA dealing under an omnibus account arrangement;**

以你之姓名在东皓证券开立虚拟资产交易账户并在综合帐户安排下虚拟资产交易；
- All Transactions carried out by SSL and its agents/brokers in any of its accounts will be amended from time to time in accordance with the terms of Agreement and You will be notified in advance if the circumstances permit;**

所有由东皓证券于其任何户口所进行的该等交易将根据本协议之条款不时修订及如情况许可下将预先通知你；
- You shall be bound by the terms and conditions of all specifications, offering, circulars, information memorandums and/or other documents (“Documents”) covering such Transactions and You shall not pass the Documents to any other person;**

你将受有关交易的规格、章程内之条款与条件及/或其他要约文件(“文件”)之约束，你不会传递此等文件予任何人；
- You ensure that You have obtained all required authorizations, approvals and consents from any government or other regulatory body or authority applicable to any Transactions and complied with the relevant terms and all applicable regulations of such body and authority;**

你确保其取得适用于任何交易之任何政府或其他监管机构或当局之一切所需授权、批准及同意，并且遵从有关条款及该等机构及当局之一切适用规例；
- When You conduct any relevant VA trading activities, if SSL solicits the sale or recommends any VA product to You, the product must be a product of SSL in subsequent to considering Your financial situation, investment experience and investment objectives and consider that it is reasonably suitable for You. None of the other provisions of the Agreement or any other document that SSL may require You to sign and any declaration that SSL may require You to make shall derogate from the validity of these terms;**

你在进行任何相关虚拟资产交易活动时，假如东皓证券向你招揽销售或建议任何虚拟资产产品，该产品必须是东皓证券经考虑你的财政状况、投资经验及投资目标后而认为合理地适合你的。本协议的其他条文或任何其他东皓证券可能要求你签署的文件及东皓证券可能要求你作出的声明概不会减损本条款的效力；
- You shall pay to SSL the commissions and transaction fees stipulated in the contract by the exchange that determines and informs You from time to time, as well as additional charges of SSL, including but not limited to any remuneration, interest, bank charges, agency and custody fees, and SSL will receive all commissions and fees charged by SSL to You in connection with any Transactions in accordance with the Agreement;**

你须向东皓证券缴付不时厘定及知会你交易所就合约订明之佣金及交易费用，以及东皓证券附加收费，包括但不限于任何报酬、利息、银行费用、代理人及托管费用，以及东皓证券将收取依照本协议与任何交易有关之所有由东皓证券向你收取之佣金及费用单张；
- You shall purchase the VA as principal and not a nominee for any person;**

你以主事人身份购入虚拟资产，并不是任何人士之代理人；
- You have performed Your own due diligence and investigation and You have made Your own independent decision to enter into the relevant Transactions;**

你已进行细心分析及调查，并作出独立决定进行有关交易；
- SSL shall not be responsible for checking, verifying or confirming the legality, suitability and appropriateness of any Instruction and/or Transactions;**

东皓证券并不负责检查、核证或确定有关指令及/或交易之合法性、恰当性及适合性；
- SSL may at its sole discretion refuse to enter into any Transactions or enter into any contract on behalf of the client without giving any reason;**

东皓证券可全权决定拒绝代客户达成任何交易或订立任何合约，而无须给予任何理由；
- You have based yourselves upon Your own judgment and upon advice from such independent professional advisers as You deem necessary in considering the legality, suitability and appropriateness of the Transactions;**

你已根据你自行之判断及独立专业意见对有关交易之合法性、恰当性及适合性作出评估；
- You have not relied on any representation or advice by SSL and neither SSL nor its employees, agents or representatives shall have any liability in respect of the same if expressed at all;**

你并无倚赖任何东皓证券之言论或建议，东皓证券及其雇员、代理人或代表毋须就其发表之言论或建议负责；
- You shall be bound by all Transactions entered into by SSL, and SSL shall not in any way be liable for the payment or other obligations in respect of such Transactions;**

你需负责所有经东皓证券为你作出之交易，而东皓证券毋须为此等交易履行任何付款或其他责任；
- The amount You paid for the VA may not be recoverable in the event an issuer/custodian/exchange is insolvent or in bankruptcy;**

在虚拟资产发行人/托管人/交易所无力偿付债务或破产时，你可能不能收回所支付购买虚拟资产之款项；
- You hereby expressly agree to exclude SSL from all liabilities, claims, damages, costs (including legal cost), proceedings or damages arising out**

of the Transaction. For the avoidance of doubt, SSL shall not be liable for any default in payment by the issuer/custodian/exchange of the VA;

你明确同意免除东皓证券一切因应交易而产生之债务、索偿、成本费用(包括法律费用)、诉讼或损失。为免产生疑问，东皓证券毋须负责任何虚拟资产发行人/托管人/交易所之付款失责行为；

16. You agree to fully indemnify and keep harmless SSL and its officers, employees and agents against any loss, claim, damage, cost (including legal cost), proceedings or liability which any of them may incur or suffer directly or indirectly pursuant to or in connection with your accepting Your Instruction and acting thereon;

你同意全数弥偿及使东皓证券及其主管、雇员及代理人就其直接受你之指令及其行事而引起之一切直接或间接损失、索偿、成本费用(包括法律费用)、诉讼或债务不须负上任何责任；

17. SSL shall incur no liability whatsoever in exercising any or all of SSL's right or for taking or not taking any action (including any legal action or proceeding) in connection with any Transactions;

东皓证券毋须因行使有关在交易上令东皓证券之任何或全部权利或采取或不采取行动(包括任何法律行动或诉讼)而负上任何责任；

18. SSL acts as Your agent for Your sole risk and account. For any Transaction with or through any broker or counterpart, You appreciate that SSL's Agreement with him may expressly provide that as against him SSL acts as principal or that SSL's rights and obligations are not transferable. However, such provisions will not affect SSL's capacity as Your agent in Your transaction with SSL. You agree that the relevant transaction with each broker or counterpart will be subject to the rules, terms and conditions as stipulated him;

东皓证券为你之全权代理人，一切风险由你负责。任何与或经其他证券经纪或对手之交易，你同意有关协议书可以明确列出东皓证券是以主事人身份与其交易或东皓证券之权利和责任是不可转移的，但这些条文并不影响东皓证券与你交易上作为你代理人之身份。你同意与每一经纪或对手之有关交易，均受其规则、条款与条件所约束；

19. The Account may be closed by SSL or by You at any time and for any reason forthwith upon written notice being given in accordance with the Terms and Conditions to the other provided that all acts performed by SSL in accordance with Your instructions prior to SSL receiving written notice of such termination shall be valid and binding on You and Your personal representatives or successors in title;

一旦由你/东皓证券遵照该等条款之规定向对方发出书面通知，你/东皓证券可实时结束该账户。惟东皓证券在收到此书面结束通知前已依据你之指示而执行之事务，仍然有效及对你或你的遗产代理人或你的权益继承人具有约束力；

20. VA dealing services shall only be provided to You that shall be, and remain at all times, the client in respect of SSL's business in Type 1 regulated activity (dealing in securities), which means Your VA account will also be closed if Your securities account is closed;

虚拟资产交易服务仅向你提供时，你须同时一直都是东皓证券第 1 类受监管活动(证券交易)业务的客户，这意味着如果你的证券账户被关闭，你的虚拟资产交易账户也将一并被关闭；

21. This Agreement shall be binding and enure to the benefit of Your successors, whether or not such person has initiated the Instruction;

本协议将约束你及你之继承人，无论此等人士是否发出有关指令；

22. The terms of this Agreement shall remain in full force and effect unless and until you receive, and have a reasonable time to act on, a notice of termination in writing duly signed by You, save that such termination will not release You or any of us from any liability under the terms of this Agreement in respect of any act performed by you pursuant to this Agreement before the expiry of such time; and

除非及直至东皓证券收妥你亲笔签署之终止协议通知书，并有合理充足时间处理，否则本协议之条款仍然有效。在本协议失效前，东皓证券按本协议之条款作出之任何行动，你均须负责；及

23. This Agreement shall be construed and governed by the laws of Hong Kong Special Administrative Region of The People's Republic of China.

本协议须受中华人民共和国香港特别行政区之法律规管及以之执行。

Seventh Schedule – Risk Disclosure Statement (Virtual Assets Trading Account)

第七附表一 风险披露声明书（虚拟资产交易帐户）

Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto.

本附表中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义。

Risk of Trading Virtual Assets and Virtual Assets-Related Products

買賣虛擬資產及虛擬資產相關產品的風險

1. virtual assets are highly risky and investors should exercise caution in relation to these products;

虚拟资产的风险极高，投资者应对有关产品保持审慎；

2. a virtual asset may or may not be considered as “property” under the law, and such legal uncertainty may affect the nature and enforceability of a client's interest in such virtual asset;

虚拟资产根据法律可能会或可能不会被视作“财产”，而这项在法律上的不确定性或会影响客户在该虚拟资产之权益的性质及可执行性；

3. the offering documents or product information provided by the issuer have not been subject to scrutiny by any regulatory body;

发行人所发出的要约文件或产品数据尚未受到任何监管机构审查；

4. the protection offered by the Investor Compensation Fund does not apply to transactions involving virtual assets (irrespective of the nature of the tokens);

投资者赔偿基金提供的保障不适用于涉及虚拟资产的交易（不论代币的性质为何）；

5. a virtual asset is not legal tender, ie, it is not backed by the government and authorities;

虚拟资产并非法定货币，即没有获得政府及有关当局的担保；

6. transactions in virtual assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;

虚拟资产交易可能不可逆转，故此因欺诈性或意外交易而造成的损失可能无法追回；

7. the value of a virtual asset may be derived from the continued willingness of market participants to exchange fiat currencies for a virtual asset, which means that the value of a particular virtual asset may be completely and permanently lost should the market for that virtual asset disappear. There is no assurance that a person who accepts a virtual asset as payment today will continue to do so in the future;

虚拟资产的价值可能源自市场参与者持续地愿意将法定货币转换为虚拟资产，这意味着如果某特定虚拟资产的市场消失的话，该虚拟资产可能会完全及永久地失去价值。无法保证目前接受虚拟资产作为付款方法的人士将来亦会继续如常接受如此付款方法；

8. the extreme volatility and unpredictability of the price of a virtual asset relative to fiat currencies may result in a total loss of the investment over a short period of time;

相对于法定货币，虚拟资产在价格方面极端波动及难以预测，这可能会令客户在短时间内损失全部投资金额；

9. legislative and regulatory changes may adversely affect the use, storage, transfer, exchange and value of virtual assets;

法例及监管方面的改变可能会对虚拟资产的使用、储存、转移、兑换及价值构成不利影响；

10. some virtual asset transactions may be deemed to be executed only when they are recorded and confirmed by an SFC-licensed platform, which may not necessarily be the time at which the client initiates the transaction;

某些虚拟资产交易只有在获得证监会持牌平台记录及确认时（不一定是在客户发出交易指示时），才可能会被视为已予执行；

11. the nature of virtual assets exposes them to an increased risk of fraud or cyberattack; and

虚拟资产的性质令其承受着更高的欺诈或网络攻击风险；及

12. the nature of virtual assets means that technological difficulties experienced by an SFC-licensed platform may prevent clients from dealing in their virtual assets.

虚拟资产的性质意味着证监会持牌平台所遭遇的技术困难可能会妨碍客户就他们的虚拟资产进行交易。

Eighth Schedule – Personal Information Collection Statement

第八附表一 个人资料收集声明

This statement is provided to the Client as an individual account holder of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance (the “**Ordinance**”). Terms defined in this statement have the same meaning as in this Client Agreement and other schedules annexed thereto.

本声明是根据香港《个人资料（私隐）条例》（“**条例**”）之要求而提供予本公司的个人客户。本声明中所提及的术语与客户协议及其夹附之其他附表中的术语具有相同的含义。

1. Disclosure Obligation 披露义务

Unless otherwise stated the Client must supply the personal data requested on the enclosed Account Opening Form to the Company. If the Client does not supply this data, it will not be possible for the Client to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.

除非另有说明，客户必须在随附的开户表格上向东皓证券提供所要求的个人资料。如果客户不提供此数据，客户将无法与本公司开立账户，因为本公司没有足够的数据来开立和管理账户。

2. Use of Personal Data 个人资料之使用

2.1 Users

使用者

All personal data concerning the Client (whether provided by the Client or any other person, and whether provided before or after the date the Client receives this Agreement containing this information) may be used by any of the following companies or persons (each, a “User”) in or outside Hong Kong:

有关客户的所有个人资料（不论是由客户所提供或其他人士所提供；及不论是在客户收到包含此等数据的本协议之日之前或之后提供）可被任何下列位于或不位于香港的公司或人士使用（均为“使用者”）：

- (a) SSL and/or any of the holding companies/subsidiaries associated with SSL (“the Group”);
东皓证券及与之有关的任何控股/子公司（“本集团”）；
- (b) any director, officer or employee or the agent of the Group;
本集团的任何董事、高级职员、雇员或代理人；
- (c) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Client's instructions and/or the business of the Group;
执行客户指示及/或从事本集团业务而由本集团授权的任何人士（例如律师、顾问、代名人、托管人等）；
- (d) any actual or proposed assignee of any rights and obligations of the Group in relation to the Client;
持有本集团与客户相关的任何权利和义务的任何实际或建议受让人的；
- (e) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group; and
任何政府机构、监管机构或其他团体或机构（不论是法例或任何集团成员适用的规例所要求）；及
- (f) any banks, financial institutions or brokers and insurance agents who are business partners, associates or related parties of the Group for the provision of investment products or services.
任何银行、金融机构、中介人、保险经纪，均为本集团之业务合作伙伴、关联公司或关联方，提供投资产品或服务之等。
- (g) any agents, contractors, sub-contractors, service providers or associates of the Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
本集团的任何代理、承包商、次承包商、服务供货商或联营人士(包括彼等的雇员、董事、职员、代理人、承包商、服务供货商及专业顾问)；
- (h) any third-party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Group in connection with the operation of its business (including their employees, directors and officers);
任何就本集团业务运作向本集团提供行政、电讯、计算机、付账、债务追讨或证券结算或其他服务的第三方服务供货商(包括彼等的雇员、董事及职员)；
- (i) any person under a duty of confidentiality to the Group including a member of the Group which has undertaken to keep such information confidential;
任何对本集团有保密责任的其他人士，包括就有关资料对本集团有保密承诺的本集团集团成员；
- (j) credit reference agencies and, in the event of default, to debt collection agencies; and
信贷数据服务机构,如数据当事人欠账时则可将该等数据提供予债务追收代理; 及
- (k) charitable or non-profit making organisations.
慈善或非牟利机构。

2.2 Purposes

目的

All personal data concerning the Client may be used by any User for the following purposes:

客户的所有个人资料可被任何使用者用就下列目的使用：

- (a) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
执行新的或现有顾客的查核及信用调查程序，以及协助其他金融机构从事此类工作；
- (b) ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests;
持续账目管理，包括收取欠款，强制执行担保、抵押或其他权利和权益；
- (c) designing or marketing further products and services to the Client, including but not limited to the products/services of the Group or products/services provided by a broker or issuer authorized by or related to the Group;
设计或推广予客户新产品及服务，包括但不限于本集团的产品及/或服务，或由本集团授权或有关联的中介人或发行商所提供的产品及/或服务；
- (d) comparison with the Client's personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Client or any other person);

为了下列目的而进行客户个人资料的比较（不论收集此等数据的目的及来源，及不论此等数据是向用户或任何其他人士所收集的）：（A）信用调查；（B）资料核实；及/或（C）编制或核实数据，以便采取用户或任何其他人士认为合适的行动（包括可能与客户或任何其他人士的权利、义务或权益有关的行动）；

- (e) providing on the terms of any other agreements and services relating to the Client;
用于与客户有关的任何其他协议和服务之条款所规定之目的；
- (f) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body; and
有关遵守任何法律、规例、法院判决或其他任何监管机构之判决的任何目的；
- (g) any other purpose relating to the execution of the Client's instructions or in connection with the business or dealings of the Company.
任何有关于执行客户指示或与本公司业务或交易有关的目的。

3. Use of Data in Direct Marketing 使用数据作直接促销

The Group intends to use and/or transfer the Client's data to any related companies of the Group for direct marketing and the Group requires the consent (which includes an indication of no objection) of the Client for that purpose. In this connection, please note that:

本集团拟使用及/或转送客户的数据给本集团的任何关联公司作直接促销，而本集团须为此目的取得客户同意（其包括客户不反对之表示）。因此，务请注意：

- (a) your name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data held by the Group from time to time may be used by the Group in direct marketing;
本集团不时持有的你的姓名、联络详情、产品及服务投资组合信息、交易模式及行为、财务背景及统计资料可由本集团用于直接促销；
- (b) the following classes of services, products and subjects may be marketed:
以下服务、产品及目标类别可被推广：
 - (i) securities, commodities, investment, insurance and related services and products;
证券、商品、投资、保险及相关服务和产品；
 - (ii) reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred to in Clause 3(b)(i) above; and
有关上文第 3(b)(i) 款所述的促销目标类别之奖励、忠诚或专享优惠计划；及
 - (iii) donations and contributions for charitable and/or non-profit making purposes.
为慈善及/或非牟利目的而作出之捐款及资助。
- (c) If a Client does not wish the Group to use and/or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.
若客户不愿意本集团使用及/或转送其个人资料作直接促销，客户可免费行使其不同意此安排的权利。

4. Rights of Access and Correction 查阅和修正的权利

The Client has the right to have access to and correction of the Client's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to:

根据条例规定，客户有权查阅和修正客户的个人资料。一般而言（受制于某些豁免）客户有以下的权利：

- (a) enquire whether SSL holds personal data in relation to the Client;
询问东皓证券是否持有与客户有关的个人资料；
- (b) request access to the Client's personal data within reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
要求在合理的时间之内，以合理方式及可理解的形式查阅客户其个人资料，而须付不过高的费用；
- (c) request the correction of the Client's personal data; and
要求修正客户的个人资料；及
- (d) be given reasons if a request for access or correction is refused, and object to any such refusal.
如要求查阅或修正被拒绝，获得提供理由及反对任何该等拒绝。

5. Personal Information Collection Statement under Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transactions Reporting Regime (OTCR) 关于在香港投资者标识符制度及场外证券交易汇报制度下的个人资料收集声明

Processing of Personal Data as part of the HKIDR and OTCR

You acknowledge and agree that we, Sunfund Securities Limited, may collect, store, process, use, disclose and transfer personal data relating to you as the account holder (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes –

5.1 客户明白并同意本公司为了向客户提供与在香港联合交易所(联交所)上市或买卖的证券相关的服务, 以及为了遵守不时生效的联交所与证券及期货事务监察委员会(证监会)的规则和规定, 本公司可收集、储存、处理、使用、披露及转移与阁下有关的个人资料(包括阁下的客户识别信息及券商客户编码)。在不限制以上的内容的前提下, 当中包括:

(a) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time.

(a) 根据不时生效的联交所及证监会规则 and 规定, 向联交所及 / 或证监会披露及转移客户的个人资料(包括客户识别信息及券商客户编码);

(b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and

(b) 允许联交所: (i)收集、储存、处理及使用客户的个人资料(包括客户识别信息及券商客户编码), 以便监察和监管市场及执行《联交所规则》; (ii)向香港相关监管机构 and 执法机构(包括但不限于证监会)披露及转移有关资料, 以便他们就香港金融市场履行其法定职能; 及(iii)为监察市场目的而使用有关数据进行分析; 及

(c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

(c) 允许证监会: (i)收集、储存、处理及使用客户的个人资料(包括客户识别信息及券商客户编码), 以便其履行法定职能, 包括对香港金融市场的监管、监察及执法职能; 及(ii)根据适用法例或监管规定向香港相关监管机构和执法机构披露及转移有关资料。

(d) providing BCAN to Hong Kong Securities Clearing Company Limited (HKSCC) allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store your CID and transfer your CID to the issuer's share registrar to enable HKSCC and/ or the issuer's share registrar to verify that you have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store your CID and transfer your CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing your application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.

(d) 向香港中央结算有限公司(香港结算)提供券商客户编码以允许香港结算: (i)从联交所取得、处理及储存允许披露及转移给香港结算属于阁下的客户识别信息, 及向发行人的股份过户登记处转移阁下的客户识别信息, 以便核实阁下未就相关股份认购进行重复申请, 以及便利首次公开招股抽签及首次公开招股结算程序; 及(ii)处理及储存阁下的客户识别信息, 及向发行人、发行人的股份过户登记处、证监会、联交所及其他公开招股的有关各方转移阁下的客户识别信息, 以便处理阁下对有关股份认购的申请, 或为载于公开招股发行人的招股章程的任何其他目的。

5.2 You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

客亦同意, 即使客户其后宣称撤回同意, 本公司在客户宣称撤回同意后, 仍可继续储存、处理、使用、披露或转移客户的个人资料以作上述用途。

5.3 Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any)

客户如未能向本公司提供个人资料或上述同意, 可能意味着本公司不会或不能够再(视情况而定)执行客户的交易指示或向客户提供证券相关服务, 惟出售、转出或提取客户现有的证券持仓(如有)除外。

"BCAN" means a "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by SEHK, generated by a relevant licensed or registered person in accordance with SEHK's requirements. "CID" means the "Client Identification Data", the following information in relation to a client to whom a BCAN is assigned: (i) the full name of the client as shown in the client's identity document; (ii) the issuing country or jurisdiction of the identity document; (iii) the identity document type; and (iv) the identity document number.

「券商客户编码」指一个符合联交所订明的格式及由相关持牌人或注册人按照联交所的规定产生的唯一标识符; 「客户识别信息」指与获编配券商客户编码的客户有关的以下资料:

(i) 客户的身分证明文件上所示的全名; (ii) 身分证明文件的签发国家或司法管辖区; (iii) 身分证明文件类别; 及(iv) 身分证明文件号码。

6. Contact Person 联络人

If the Client wishes to request access to and/or correction of personal data concerning the Client, the Client should address the Client's request to the Data Protection Officer at the Company.

如客户要求查阅和/或修正与客户有关的个人资料, 客户应向本公司的数据保护专员递交其申请。

Ninth Schedule – Standing Authorization 第九附表 — 常设授权

7.1 The Client hereby expressly confirms and authorizes the standing authority granted by the Client to the Company hereof to pay out money of the Client to SSL including but not limited to the standing authority to the Company to pay to a segregated account under the Securities and Futures (Client Money) Rules (the "Client Money Rules") the money to meet the Client's obligations to meet settlement or margin requirements in respect of dealing in securities or futures contract carried out by the Company on behalf of the Client, or to meet payments due by the Client to the SSL incurred in the course of carrying out the regulated activity under the Client Money Rules, which has been expressly incorporated into this Cash Client Agreement.

客户特此确认并授权本公司常设授权, 以支付客户款项予东皓证券, 包括但不限于在《证券及期货(客户款项)规则》(“客户款项规则”)项下付款予本公司以使款项付予独立账户, 用于履行客户就本公司代其进行的证券交易或期货合约所涉及的交收或保证金规定的义务、或履行客户在东皓证券进行其受客户款项规则项下所规范的活动而招致而须支付予东皓证券的款项的常设授权, 而该常设授权已明确地纳入本现金客户协议书内。

7.2 Each of the client money standing authority, client securities standing authority or any other standing authorities shall be valid for a period up to twelve (12) months and will be expired on the 31st of December of the year in which the Client first enter into this Agreement with SSL subject to renewal by the Client or deemed renewal under the Client Money Rules or Client Securities Rules or any other statutory provisions (as the case may be) referred to in Clause 1.4 hereunder for a subsequent period of twelve (12) months following such renewal. If this authority is signed after 12th December but on or before 31th

December of a calendar year, it will be renewed for a period of 12 months on its expiry.

每份客户款项常设授权、客户证券常设授权或任何其他常设授权在不超过十二(12)个月内有效，并将于客户与东皓证券签订本协议之首个年度之十二月三十一日届满，将依照客户款项规则或客户证券规则或以下第 1.4 条所指的其他法定条例（视情况而定）为客户续期或被视为续期所制约，而续期十二(12)个月。如此授权书于某个历年的 12 月 12 日之后但于 12 月 31 日前签订，将会于到期后续期 12 个月。

- 7.3 Each of the client money standing authority, the client securities standing authority or any other standing authorities may be revoked by giving to the Company written notice addressed to the Customer Service Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of fourteen (14) days from the date of the Company's actual receipt of such notice.

每份客户款项常设授权、客户证券常设授权或任何其他常设授权可以书面方式，向本公司列明在开立表格内的公司地址之客户服务部发送通知或该等本公司为此日向客户发出书面通知的其他地址，该通知自本公司实际收到之十四(14)日届满后才生效。

The Client understands that each of the client money standing authority, the client securities standing authority or any other standing authorities shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues to the Client a written notice of renewal at least fourteen (14) days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.

客户明白每份客户款项常设授权、客户证券常设授权或任何其他常设授权，如果本公司在相关授权到期前至少十四(14)天向客户发出书面续约通知，且客户不反对在该届满日期前被视作续期，则在无需客户的书面同意的情况下，应被视作或以持续为基础地续期。

Tenth Schedule – Complaint Channels

第十附表 — 投诉渠道

If you need to make a complaint about our services, you can use either one of our channels as below:

如果您需要对我们的服务提出投诉，可以使用以下任一渠道：

1. Send email to our Complaints Officers (<https://apps.sfc.hk/publicregWeb/corp/BHV050/co>);

发送电子邮件至我们的投诉主任(<https://apps.sfc.hk/publicregWeb/corp/BHV050/co?locale=zh>);

2. Send a written letter to the address: "Room 1004, Bank of America Tower, 12 Harcourt Rd, Central, Hong Kong" and Attn. to "Complaints Officers"

发送书面信至以下地址：「中环夏慤道 12 号美国银行中心 10 楼 1004 室」给「投诉专员」

When you make a complaint, please provide your client ID with a detailed description of the complaint so that we can record and investigate it. We will contact the customer within 7 working days to explain and communicate the solution. If you are not satisfied with our reply, you may consider continuing feedback through the above channels or seek assistance from the Financial Dispute Resolution Centre.

当您提出投诉时，请提供您的客户号码和提供详细说明投诉的内容，以便我们进行记录和调查。我们将在 7 个工作日内与客户联系，以解释和传达解决方案。如果您对我们的答复不满意，则可以考虑通过上述渠道继续提供反馈，或者寻求金融纠纷调解中心的帮助。

Financial Dispute Resolution Centre 金融纠纷调解中心

Address: Rm 408-409, 4/F West Wing, Justice Place, 11 Ice House Street, Central, Hong Kong 地址：香港中环雪厂街 11 号律政中心西座 4 楼 408-09 室

Telephone 电话：+852 3199 5100

Email 电邮：fdrc@fdrc.org.hk

Website 网站：<https://www.fdrc.org.hk/en/html/pages/contactus.php>

The End

完 结