



T G SECURITIES

T G SECURITIES LIMITED

滙澤證券有限公司

Securities Trading Agreement

證券交易協議書

Licensed under the Securities and Futures Ordinance of Hong Kong to carry out
Type 1 (Dealing in Securities) and Type 2 (Dealing in Futures) regulated activities (CE Number AHU779)

根據香港證券及期貨條例獲發牌進行第一類(證券交易)及第二類(期貨交易)之受規管活動 (中央編號 AHU779)

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Table of Contents

Standard Terms and Conditions for Securities Trading 標準條款及細則 (證券交易).....	P.3
Schedule 1 - Margin Client Agreement 附表一 – 保證金客戶協議書.....	P.10
Schedule 2 - Equity Options Client Agreement 附表二 – 股票期權客戶協議書.....	P.15
Schedule 3 - Internet Trading Agreement 附表三 – 網上交易協議書.....	P.18
Schedule 4 - Required Documents for Account Opening 附表四 - 開戶所需文件.....	P.25
Schedule 5 - Notes On Personal Information Collection 附表五 - 收集個人資料的說明.....	P.27
Account Opening Information Form (Individual/Joint Account) 開戶資料表(個人或聯名帳戶)	
Account Opening Information Form (Corporate/Sole Proprietor/Partnership Account) 開戶資料表(機構 /獨資 / 合夥帳戶)	

T G SECURITIES LIMITED – SECURITIES TRADING AGREEMENT

Standard Terms and Conditions for Securities Trading 標準條款及細則(證券交易)

This Agreement is made on the date stated in the Account Opening Information Form BETWEEN:

本協議書是於“開戶資料表”所陳述的日期由下列雙方簽訂：

- (1) T G Securities Limited, a company incorporated in Hong Kong with its place of business at Room 602, China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong (“T G”), a licensed corporation under the Securities and Futures Ordinance of Hong Kong, CE Number AHU779; and
滙澤證券有限公司，一間於香港註冊成立，營業地址設於香港中環德輔道中 141 號中保集團大廈 6 樓 602 室(以下簡稱“滙澤”)，及根據香港證券及期貨條例註冊的持牌集團，其中央編號為 AHU779
- (2) The party whose name, address and description are set out in the Account Opening Information Form (the “Client”)
其姓名、地址及描述載於開戶資料表的一方(“客戶”)。

WHEREAS 鑑於:

In consideration of the provision of securities trading, margin facilities and related services by T G, the client identified in the Account Opening Information Form and at whose request one or more accounts are opened with T G agrees to accept and bound by the provisions of the Account Opening Information Form, these Standard Terms and Conditions (“Standard Terms”), and the applicable Schedule 1, Schedule 2 and Schedule 3 hereto (collectively called “Agreement”).

滙澤所提供的證券交易、融資便利及有關服務，在開戶資料表上識別為客戶，並按該客戶的要求為其於滙澤開立一個或以上帳戶的該客戶，同意接受載於上述開戶資料表、本標準條款及細則(“標準條款”)及附於本標準條款而適用的附表 1、附表 2 及附表 3 的條款及細則(統稱“本協議”或“協議”)所約束。

1. The Account 帳戶

1.1 The Client confirms that the information provided in the Account Opening Information Form is complete and accurate. The Client undertakes to inform T G of any material changes to that information. T G is authorized to conduct credit enquiries on the Client to verify the information provided.

客戶確認「開戶資料表」表格所載資料均屬完整及正確。倘該等資料有任何重要變更，客戶將會通知滙澤。客戶特此授權滙澤對客戶的財政信用進行查詢，以核實上述表格所載資料。

1.2 T G will keep information relating to the Client’s Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited (“Exchange”), Hong Kong Securities Clearing Company Limited (“the Clearing House”) and Securities and Futures Commission (“SFC”) to comply with their requirements or requests for information.

滙澤將會對客戶帳戶的有關資料予以保密，但滙澤可以根據香港聯合交易所有限公司(“聯交所”)，香港中央結算有限公司(“中央結算”)及證券期貨事務監察委員會(“證監會”)的規定或應其要求，將該等資料提供予聯交所及證監會。

2. Laws and rules 法例及規則

All transactions in securities which T G effects on the instructions issued by Client (“Transaction”) shall be effected in accordance with all laws, rules and regulatory directions applying to T G. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by T G in accordance with such laws, rules and directions shall be legally binding on the Client.

滙澤按客戶的指示而進行的一切證券交易(“交易”)，須根據適用於滙澤的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。滙澤根據該等法例、規則及指示而採取的所有行動均對客戶具有法律約束力。

3. Transaction 交易

3.1 T G will act as the Client’s agent in effecting Transaction unless T G indicates in the statement or confirmation relevant to such Transaction that T G is acting as principal.

除滙澤(在結單或其他確認單據內)註明以自己本身名義進行交易外，滙澤將以客戶的代理人身份進行交易。

3.2 The Client will notify T G when a sale order relates to securities which the Client does not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.

倘沽盤是有關非由客戶擁有的證券，即涉及賣空交易，客戶將會通知滙澤，以便符合證券及期貨條例第 170 條。

3.3 On all Transactions, the Client will pay T G fee, commissions, charges and disbursements incurred by T G, as notified to the Client, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. T G may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account.

客戶會就所有交易支付滙澤通知客戶的佣金和所有收費，繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費，並繳納所有有關的印花稅。滙澤可以從帳戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。

3.4 Unless otherwise agreed, in respect of each Transaction, unless T G is already holding cash or securities on behalf of the Client to settle the Transaction, the Client will

就每一宗交易，除另有協議外或除非滙澤已代表客戶持有現金或證券以供交易交收之用，否則客戶將會滙澤就該項交易通知客戶的期限之前，

- pay T G cleared funds or deliver to T G securities in deliverable form or

向滙澤交付可即時動用的資金或可以交付的證券，或

- otherwise ensure that T G has received such funds or securities

以其他方式確保滙澤收到此等資金或證券。

by such time as T G has notified the Client in relation to that Transaction. If the Client fails to do so, T G may

倘客戶未能這樣做，滙澤可以

- in the case of a purchase Transaction, sell the purchased securities and

如屬買入交易，出售買入的證券；及

- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

如屬賣出交易，借入及/或買入證券以進行交易的交收。

3.5 The Client will be responsible to T G for any losses and expenses resulting from settlement failures of the Client.

客戶將會負擔滙澤因客戶未能進行交收而引起的任何損失及開支。

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

客戶同意就所有逾期未付款項(包括對客戶裁定的欠付債務所引起的利息)，按滙澤不時通知客戶的利率及其他條款支付利息。

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

就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致滙澤須買入證券進行交收，客戶毋須為買入該等證券的費用向滙澤負責。

4. Safekeeping of Securities 證券的保管

4.1 Any securities which are held by T G for safekeeping may, at discretion of T G 寄存滙澤妥為保管的任何證券，滙澤可以酌情決定：-

- in the case of registrable securities, be registered in name of the Client or in name of T G nominee; or

(如屬可註冊證券)以客戶的名義或以滙澤的代理人名義登記；或

- be deposited in safe custody in a designated account with the Clearing House or bankers of T G or with any other institution approved by the SFC, which provides facilities for the safe custody of documents. In the case of securities in Hong Kong Special Administrative Region, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放於滙澤在中央結算、往來銀行或其他經由證監會提供文件保管設施的機構內所特定的帳戶妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

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

倘證券未以客戶的名義登記，滙澤於收到該等證券所獲派的任何股息或其他利益時，須按客戶與滙澤的協議存記入客戶的帳戶或支付予或轉讓予客戶。倘該等證券屬於滙澤代客戶持有較大數量的同一證券的一部份，客戶有權按客戶所佔的比例獲得該等證券的利益。

4.3 T G does not have the written authority of the Client under section 148 of the Securities and Futures Ordinance to: -

客戶並無根據【證券及期貨條例】第 148 條以書面授權滙澤：

- deposit any of securities of the Client with a banking institution as collateral for an advance or loan made to T G, or with the Clearing House as collateral for the discharge of obligations of T G under the clearing system,

將客戶的任何證券存放在銀行業機構，作為滙澤所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行滙澤在結算系統下之責任的抵押品；

- borrow or lend any of securities of the Client, and/or

借貸客戶的任何證券；及/或

- otherwise part with possession (except to the Client or on the Client's instructions) of any of securities of the Client for any purpose.

基於任何目的以其他方式放棄客戶的任何證券之持有權(交由客戶持有或按客戶的指示放棄持有權除外)。

4.4 T G is not bound to deliver securities belong to the Client bearing serial numbers identical with those transferred to the Client so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.

滙澤交回客戶的證券，其編號不須與轉讓予客戶的證券編號相符，只要該等證券是同類型，面值相等及其權益與原本轉讓予客戶的證券相同，當然除了受其間資本重組另有規定外。

5. Money in the Account 帳戶中的款項

5.1 Any amount receivable from, and amount payable to the Client, where such amounts arise from the purchase and sale of securities by the Client on a cash-against-delivery basis, should be set-off with each other, and the net proceeds, or any cash held for the Client, other than cash received by T G in respect of the Transaction and which is on-paid for settlement purpose 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. Subject to mutual agreement between the parties hereto, no interest is payable.

就客戶以銀貨兩訖形式買賣證券而產生的應收及應付款項互相抵消，並將客戶應收之餘款，或除了滙澤收取客戶的現金作為交易的交收之用或轉付予客戶之外，否則代客戶保管的現金須依照適用法律不時的規定，應存放於一家持牌銀行所開立的一個客戶信託帳戶內。根據有關方面共同協議而無須支付利息。

5.2 Payment to the Account shall constitute payment to the Client for all purposes

滙澤支付入帳戶的款項得作為達到對客戶款項支付的目的。

6. Set-off, Lien, Combination of Accounts, Rights of Sale over Securities and other Property and Initial Public Offering Application 抵銷，留置，賬戶合併及出售之權利和發售新股之申請

6.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which T G may be entitled under laws or the Agreement, all securities, receivables, monies and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of T G at any time shall be subject to a general lien in favour of T G as continuing security to offset and discharge all obligations of the Client, arising from the Transaction and/or obligations of the Client in the Agreement.

在不損害滙澤依照法律或本協議所附加應享有之一般留置權、抵銷權或相關權利前提下，對於客戶交由滙澤代管或在滙澤內存放之所有證券、應收賬、款項及其他財產(不論是客戶個人或與其他人士聯名所有)權益，滙澤均享有一般留置權，作為持續的抵押，用以抵銷及履行客戶因進行證券買賣而對滙澤負上的所有責任。

6.2 In addition and without prejudice to any general liens or other similar rights which T G may be entitled under law or this Agreement, at any time without notice to the Client, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, T G may set off or transfer any monies, securities or other property in any such accounts to satisfy obligations or liabilities of the Client to T G, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

除了凡是滙澤依據法律或本協議享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，滙澤在任何時候均可在不通知客戶的情形下，將客戶在滙澤開設之任何性質的任何或所有賬戶(不論是個人的還是與其他人聯名的)進行合併或整合，滙澤可以進行抵銷或轉移任何前述賬戶項下任何資金，證券或其他財產，以履行客戶對滙澤的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務，主債務還是從義務，從債務，不論是有抵押的還是無抵押的，不論是共同的還是各別的。

6.3 Upon default by the Client in payment on demand or on due date thereof of any of indebtedness of the Client to T G or any other default by the Client hereunder T G shall have the right to sell or otherwise realize the whole or any part of such security as when and how and at such price and on such terms as T G shall think fit and to apply the net proceeds of such sale or realization and any money for the time being in hands in of T G or towards discharge of indebtedness of the Client to T G

於客戶收到要求或於有關到期日未能支付客戶所欠滙澤的債務，或於客戶違反本協定情況下，滙澤有權按滙澤認為適合的時間、方式、價格及條款，出售或以其他方式變現有關抵押的全部或任何

部分，並可將出售或變現所得收益淨額及滙澤當時所持有的任何款項，用作付清客戶所欠滙澤的債務。

6.4 The Client may request T G to subscribe for new issue of securities on behalf of the Client. T G may be required to provide warranty or make representation in respect of such application, including but not limited to the following:

- that T G has due authority to make such application on behalf of the Client;
- that no other application is being made for the Client's benefit whether by the Client or by any other person other than the application submitted by T G on behalf of the Client.

The Client hereby expressly authorizes T G to provide such warranty and representation to the relevant Exchange or issuer of the relevant Securities. The Client acknowledges that the aforesaid declaration will be relied upon by the issuer of the relevant Securities in deciding whether or not to make any allotment of Securities in response to the application made by T G as agent of the Client.

客戶可要求滙澤代表客戶認購新發行之證券。滙澤可能被要求就該項申請作出保證或作出聲明，包括但不限於下列各項：

- 滙澤獲適當授權代表客戶作出該等申請；
- 滙澤代客戶提出之申請外，客戶並無為客戶之利益以自己或通過任何其他人士提出其他申請。

客戶謹此表明授權滙澤向有關交易所或證券發行人提供該項保證或聲明。客戶知悉有關證券之發行人將依賴上述申述，決定是否就滙澤代客戶作出之申請作出股份分配。

6.5 At request of the Client, T G will provide financial accommodation ("the Facility") to facilitate the subscription of new issue of securities, and, where applicable, for the continued holding of those securities. The Facility shall be subject to our overriding right of demand for repayment at any time. The Facility may also be terminated by T G at any time without prior notice to the Client. Interest (and default interest) shall be payable on any amount outstanding under the Facility at such rate and in such manner as T G may from time to time determine and notify the Client and shall accrue from day to day on the daily amounts outstanding. The Client shall, upon demand of T G at any time, repay to T G all principal and interest accrued thereon outstanding under the Facility, but nothing in this Clause shall prejudice rights, powers and remedies of T G under any security document executed in favor of T G in respect of the Facility. The use of the Facility will constitute acknowledgment and acceptance of the terms and conditions by the Client for the Facility.

在客戶要求滙澤時，滙澤可提供便利認購新發行之股票，或繼續持有(如若適用)該等證券的財務通融(以下簡稱「財務通融」)。滙澤在任何時間有凌駕權隨時要求還款。滙澤可於任何時間終止財務通融而無須向客戶發出事先通知。客戶須就財務通融的任何欠款支付按每日欠款金額逐日計算的利息(及因欠繳而須支付的利息)，利率及支付方式由滙澤不時決定並通知客戶。客戶須就滙澤隨時作出之要求清償所有財務通融的本金及利息，但此條項不會妨礙客戶就財務通融向滙澤提供的任何抵押文件賦予滙澤的權利、權力及補償。客戶一但使用財務通融，即為承認並接受財務通融之條件及條款。

7. Discretionary Account 委託帳戶

In the event that the Client maintains and continues to operate a discretionary account with T G, the Client hereby authorizes T G or T G's employee (who must be a registered person) so designated by T G to effect Transaction on behalf of the Client on terms herein at absolute discretion of T G and at own risk of the Client and that the Client shall confirm to T G in writing on an annual basis whether the Client wishes to specifically revoke authority of T G in this regard even in the absence of notification of T G to the Client for renewal.

若是客戶在滙澤保留及持續操作一個委託帳戶，客戶茲授權予滙澤或滙澤指定的職員(他應是一位註冊人)全權負責替客戶依照現金客戶協議書作出證券買賣，損失由客戶負責。而客戶將每年用書信確認這授權是否被取銷，甚至不需滙澤通知需否再續。

8. Miscellaneous 一般規定

8.1 If T G fails to meet obligations of T G to the Client pursuant to this Agreement, the Client shall have the right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

倘滙澤沒有依照本協議書的規定履行對客戶的責任，客戶有權向根據【證券及期貨條例】成立的賠償基金索償，惟須受賠償基金不時的條款制約。

8.2 The Client confirms that the Client has read and agreed to the terms of this Agreement which has been explained to the Client in a language (English or Chinese) that the Client understands.

客戶確認客戶已詳閱並同意本協議書的條款，而且該等條款已經以客戶明白的語言(英文或中文)向客戶解釋。

8.3 The Client acknowledges that decision regarding the Transaction is made by the Client at Client's discretion and risk and without reliance on any advice from T G. T G shall not owe the Client any duty to advise on the merits or suitability of any Transaction.

客戶承認所有證券買賣全由客戶決定及承擔風險，並沒有依賴滙澤的意見。滙澤並無責任向客戶提供各證券買賣的利好性或適合性。

8.4 The Client hereby agrees that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on the Client, unless the Client objects to in writing within such period of time as may be specified by T G from time to time.

客戶在收到有關該帳戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若客戶沒有在滙澤不時規定的期間之內以書面提出異議，則該日結單、執行買賣報告及月結單或另類方式通知成為不可推翻，並對客戶有約束力。

8.5 If the Client enters into Transaction in securities in a currency other than Hong Kong dollar, the Client shall reimburse T G exchange loss (if any) and bank charges fully on demand for all expenses incurred by T G on converting any foreign currency into Hong Kong dollar at the prevailing exchange rate at the time of the relevant Transaction.

若客戶用非香港貨幣進行證券買賣，客戶須按滙澤的通知，即時支付滙澤的外匯兌換損失(如有)及銀行服務費及任何因找換外匯成香港貨幣所引致的其他用費，找換外匯是以當日有關交易的外匯匯率計算。

8.6 The Client understands and agrees that, for our mutual agreement, T G may monitor or record any of telephone conversations of the Client (if necessary) conducted with T G.

客戶明白及同意，作為雙方的保障，滙澤可(如有需要)監察客戶與滙澤的電話談話，以及將有關通話錄音。

9. Liability and Indemnity 責任及彌償

9.1 Neither T G nor any of T G's directors, officers, employees or agents shall be liable to the Client for any direct, indirect or consequential loss or damage suffered by the Client arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from T G's fraud, grossly negligence or wilful misconduct as proved.

滙澤或滙澤的任何董事、行政人員、僱員或代理人，均不需負責因客戶或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害，除非此等損失或損害是得到証實是上述人士之欺詐、嚴重疏忽或故意失當行為而引起者。

9.2 The Client undertakes to keep T G and T G's directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by T G arising out of anything done or omitted pursuant to any instructions given by the Client or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which T G may have.

客戶承擔彌償滙澤董事、高級人員、僱員及代理人根據客戶指示處理在本協議書範圍內的交易或任何任務而招致的所有針對滙澤及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訟費及費用、而並不影響滙澤可行使的留置權、抵銷權利或其他權利。

10. Material Changes 重要變化

The Client hereby undertakes to inform T G in writing of any material changes in the Account Opening Information Form and T G shall also undertake to inform the Client in writing of any material changes in corporate particulars registration status, nature of services available, corporate management and business of T G which may affect services to the Client.

客戶承諾用書信通知滙澤客戶開戶資料的重要變化，而滙澤亦承諾用書信通知客戶有關滙澤會影響對客戶服務的滙澤資料，在證監會的註冊身份，可提供客戶的服務、酬勞費用及業務等變化。

11. Data (Privacy) 個人資料(保密)

Whilst the Client expects T G to keep confidential all matters relating to the Account, the Client hereby expressly authorizes T G to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然客戶預期滙澤將予該帳戶有關之事情保密，客戶謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，滙澤可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

12. Risk Disclosure Statement 風險披露聲明書

The Client hereby acknowledges:

客戶明白：

- (1) that in respect of securities trading, the Client understands that the price of securities can and does fluctuate sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;
證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，客戶願意承擔此等風險。
- (2) that in respect of trading Growth Enterprise Market (GEM) stocks, the Client understands
 - (i) that such trading involves a high investment risk and, in particular, companies may list on GEM with neither a track record or profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that the Client shall make the decision to invest only after due and careful consideration;
客戶瞭解此等創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。客戶會在審慎及仔細考慮後，才作出有關的投資決定；
 - (ii) that the greater risk profile and other characteristics of GEM mean that it is a market more suitable to professional and other sophisticated investors;
創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者；
 - (iii) that the current information on GEM stocks may only be found on the internet website operated by the Exchange and GEM Companies are usually not required to issue paid announcements in gazetted newspapers;
現時有關創業板股份的資料只可以在聯交所操作的互聯網網站上找到。創業板上市公司一般無須在憲報指定的報章刊登付費公告；
 - (iv) that the Client should seek independent professional advice if the Client is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks;
假如客戶對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明之處，應尋求獨立的專業意見；
- (3) that there may be risks in leaving assets in safekeeping of T G, for example, if T G is holding the Client's assets and T G becomes insolvent, the Client may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possibly be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall and these are risks that the Client is prepared to accept;
存放款項或其他財產與滙澤保管可能存在風險，若是滙澤持有該款項或財產而無力償債時，客戶將有被延誤回收該等款項或財產，可能須受限於具體法規規定或當地的規則（若是存放在香港以外），而當地法例或規則不同於香港法章 571 的證券及期貨條例，只可收回按比例分配得來的款項或其他財產；
- (4) that there may be risk in providing T G with an authority to hold mail or direct the Client's mail to third parties and that it is important for the Client to promptly collect in person all execution reports, daily and/or monthly statements of account of the Client and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner;
若授權滙澤，允許他人代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤；
- (5) that in respect of trading Nasdaq-Amex securities at the Exchange, the Client understands that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that the Client shall consult independent advice and become familiarised with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and
有關聯交所買賣納斯達克，按照納斯達克—美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶在買賣該項試驗計劃的證券之前，會先諮詢獨立人士的意見和熟悉該項試驗計劃。客戶知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管；及
- (6) that before the Client begins to trade, the Client should obtain a clear explanation of all commissions, fees and other charges for which the Client will be liable, since these charges will affect the Client's net profit (if any) or increase the Client's loss.
在開始交易之前，客戶先要清楚瞭解客戶必須繳付的所有佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤(如有)或增加客戶的虧損。
- (7) Risks involved in Trading Renminbi Products 買賣人民幣產品涉及的風險
 - (i) Renminbi currency risk 人民幣貨幣風險
Renminbi is a restricted currency at present and cannot be freely converted into other currencies through banks in Hong Kong. In the future, if the convertibility of Renminbi and the limitations on the flow of Renminbi funds across the border become more stringent, the depth of Renminbi market in Hong Kong may be further limited.
人民幣現時是一種受外匯管制的貨幣，不能通過香港銀行系統與其他貨幣自由兌換。未來，如果人民幣兌換及限制中港兩地的人人民幣資金進出進一步收緊，香港的人民幣市場將進一步受限。
 - (ii) Exchange rate risk 匯率風險
The exchange rate between Renminbi and Hong Kong dollar or other foreign currencies fluctuates and is influenced by the PRC and international political and economical policies and by many other factors. Investors are subject to multiple currency conversion costs, as well as exchange rate risk and bid/offer spreads of the currency if you invest in a Renminbi product.
人民幣與港元及其他貨幣的匯率波動，並受中國及國際政治及經濟狀況以及其他因素所影響。若閣下投資人民幣產品，便將承受多次貨幣兌換成本，人民幣匯率波動及買賣貨幣差價的風險。
 - (iii) Limitation on the provision of Renminbi funding 提供人民幣資金的限制

In case you do not have sufficient Renminbi funding in your account to subscribe Renminbi products, subject to compliance with all applicable laws, rules and regulations, we may assist you to convert other currencies to Renminbi. However, we do not guarantee that it can provide sufficient Renminbi funding for you due to the limitation on the flow of Renminbi funds in Hong Kong. We may unwind your trade due to insufficient Renminbi funding and your investment may be adversely affected if you suffer losses due to settlement failure.

若閣下的戶口沒有足夠的人民幣資金用於認購人民幣產品，在符合所有適用法律、法規及規則下，本公司可以幫助閣下以其他貨幣兌換人民幣。但是，基於人民幣資金在香港流通之限制，本公司不能保證可以向閣下提供足夠的人民幣資金。若閣下沒有足夠的人民幣資金，本公司可能對閣下之交易平倉，且閣下可能因為不能作出結算而蒙受損失，從而對閣下的投資造成比例影響。

(iv) **Liquidity risk** 流通性風險

Renminbi products may suffer significant losses in liquidating the underlying investment, especially if such investments do not have an active secondary market and their prices have large bid / offer spread.

人民幣資產在清算相關投資時可能蒙受重大損失，尤其是若該些投資沒有一個活躍的第二市場，且其價格有很大的買賣價差。

(8) **Risks involved in Trading Derivative Warrants** 買賣衍生權證涉及的風險

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:

買賣衍生權證涉及高風險，並非人皆適合。投資者買賣衍生權證前必須清楚明白及考慮以下的風險：

(i) **Issuer risk** 發行人風險

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.

衍生權證的持有人等同衍生權證發行商的無擔保債權人，對發行商的資產並無任何優先索償權；因此，衍生權證的投資者須承擔發行商的信貸風險。

(ii) **Gearing risk** 槓桿風險

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.

儘管衍生權證價格遠低於相關資產價格，但衍生權證價格升跌的幅度亦遠較正股為大。在最差的情況下，衍生權證價格可跌至零，投資者會損失最初投入的全部資金。

(iii) **Limited life** 具有有效期

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.

與股票不同，衍生權證有到期日，並非長期有效。衍生權證到期時如非價內權證，則完全沒有價值。

(iv) **Time decay** 時間耗損

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.

若其他因素不變，衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。

(v) **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.

若其他因素不變，相關資產的波幅會令衍生權證價值上升；相反，波幅減少會令衍生權證價值下降。

(vi) **Market forces** 市場力量

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.

除了決定衍生權證理論價格的基本因素外，所有其他市場因素(包括權證本身在市場上的供求)也會影響衍生權證的價格。就市場供求而言，當衍生權證在市場上快將售罄又或發行商增發衍生權證時，供求的影響尤其大。

(9) **Risks involved in Trading Callable Bull/ Bear Contracts (CBBC)** 買賣牛熊證涉及的風險

Callable Bull/ Bear Contracts trading involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in Callable Bull/ Bear Contracts:

買賣牛熊證涉及高風險，並非人皆適合。投資者買賣牛熊證前必須清楚明白及考慮以下的風險：

(i) **Mandatory call** 強制收回

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.

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 Exchange's trading hours.

牛熊證並不適合所有投資者，投資者在買賣牛熊證前應先考慮本身能承受多少風險。在任何情況下，除非投資者清楚明白牛熊證的性質，並已準備好隨時會損失所有的投資金額，否則投資者不應買賣牛熊證，因為萬一牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，買賣亦會終止。N類牛熊證將不會有任何剩餘價值。若是R類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有剩餘價值。經紀代其客戶從發行商收回剩餘價值款項時或會收取服務費。

一般來說，收回價與相關資產現價的相差越大，牛熊證被收回的機會越低，因為相關資產的價格需要較大的變動才會觸及收回價。但同一時間，收回價與現價的相差越大，槓桿作用便越小。

當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，因此投資者不會因價格反彈而獲利。

若屬海外資產發行的牛熊證，強制收回事件可能會於香港交易所交易時段以外的時間發生。

(ii) **Gearing effects** 槓桿作用

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.

由於牛熊證是槓桿產品，牛熊證價格在比例上的變幅會較相關資產為高。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

(iii) **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 3 months to 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.

牛熊證有一固定有效期，並於指定日期到期。有效期可以是 3 個月至 5 年不等。若在到期前遭提早收回牛熊證的有效期將變得更短。期間牛熊證的價值會隨着相關資產價格的變動而波動，於到期後或遭提早收回後更可能會變得沒有價值。

(iv) **Movement with underlying asset** 相關資產的走勢

Although the price of a CBBC tends to follow closely the price of its underlying asset, in some situations it may not be (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.

牛熊證的價格變動雖然趨向緊貼相關資產的價格變動，但在某些情況下未必與相關資產價格的變動同步（即對沖值不一定等於一）。牛熊證的價格受多個因素所影響，包括其本身的供求、財務費用及距離到期的時限。此外，個別牛熊證的對沖值亦不會經常接近一，特別是當相關資產的價格接近收回價時。

(v) **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.

雖然牛熊證設有流通量提供者，但不能保證投資者可以隨時以其目標價買入／沽出牛熊證。

(vi) **Funding costs** 財務費用

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.

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.

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.

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.

牛熊證在發行時已把整個年期的財務費用計算在發行價內，雖然當牛熊證被收回時其年期會縮短，持有人仍會損失整筆財務費用。投資者需注意牛熊證推出後，其財務費用或會轉變，流通量提供者在牛熊證推出時未必會根據財務費用的理論值價格開價。

(vii) **Trading of CBBC close to Call Price** 接近收回價時的交易

When the underlying asset is trading close to the Call Price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result.

However, the trade inputted by the investor may still be executed and confirmed by the 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 HKEx 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.

相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會較闊，流通量亦可能較低。牛熊證隨時會被收回而交易終止。

由於強制收回事件發生的時間與停止牛熊證買賣之間可能會有一些時差。有一些交易在強制收回事件發生後才達成及被交易所參與者確認，但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此投資者買賣接近收回價的牛熊證時需額外小心。

發行商會於強制收回事件發生後 60 分鐘內通知市場確實的收回時間，交易所亦會把於強制收回事件發生後才達成的交易資料發布給有關的交易所參與者，讓他們通知其客戶。若投資者不清楚交易是否在強制收回事件後才達成或有否被取消，應查詢經紀。

(viii) **CBBC with overseas underlying assets** 海外資產發行的牛熊證

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 Exchange's trading hours. In such case, the CBBC will be terminated from trading on the Exchange in the next trading session or soon after the issuer has notified the Exchange 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.

以海外資產發行的牛熊證，其價格及結算價均由外幣兌換港元計算，投資者買賣這類牛熊證需承擔有關的外匯風險。外匯價格由市場供求釐定，其中牽涉的因素頗多。

若屬海外資產發行的牛熊證，強制收回事件可能會於香港交易所交易時段以外的時間發生。有關的牛熊證會於下一個交易時段或發行商通知交易所強制收回事件發生後盡快停止在交易所買賣。強制收回事件發生後，AMS/3 不設自動停止機制。若屬 R 類牛熊證，剩餘價值會根據上市文件於訂價日釐定。

(10) **Risks involved in Trading Exchange Traded Funds (ETFs)** 買賣交易所買賣基金涉及的風險

(i) **Market risk** 市場風險

An ETF is exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index and the market that it is tracking.

交易所買賣基金要承受其所追蹤指數及市場牽涉的市場或行業的經濟、政治、貨幣、法律或其他方面風險。

(ii) **Tracking error risk** 追蹤誤差風險

This is the disparity between the performance of the ETF and the performance of the underlying benchmark. Tracking error may arise due to various factors such as changes in the composition of the underlying benchmark and type of ETF (e.g. physical vs synthetic), failure of the ETF's tracking strategy, impact of fees and expenses, foreign exchange differences between the base currency or trading currency of the ETF and the currencies of the underlying investments.

這是指交易所買賣基金的表現與相關基準組合的表現脫節。原因可能是相關基準組合或交易所買賣基金類別(指實物資產相對於合成)的改變、基金經理的複製策略失效、交易費及其他費用、基準貨幣及交易貨幣及相關資產的外匯風險等因素。

(iii) **Risk in trading at discount or premium to NAV** 以資產淨值折讓或溢價交易

As the trading price of the ETF is typically determined by the supply and demand factors, the EFT may trade at a price higher or lower than its Net Asset Value (NAV). In the case when the ETF is terminated, investors who bought at a premium may suffer a loss and would not be able to recover it through the fund.

交易所買賣基金的價格典型地受供求因素影響，故其買賣價格或會高於或低於其資產淨值。若相關的交易所買賣基金被終止，投資者在高於資產淨值價格買入基金或有損失

及將無法全數取回當初投資的金額。

(iv) **Foreign exchange risk** 外匯風險

Investors trading ETFs with underlying assets not denominated in their same local currency are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the value of the underlying asset of an ETF, thus affecting the price of the ETF.

投資者買賣的交易所基金的相關資產可能牽涉其他國家的貨幣，因而需要面對外匯風險。貨幣兌換率的波動可對交易所買賣基金之相關資產的價值造成負面影響，繼而影響交易所買賣基金的價格。

(v) **Liquidity risk** 流通量風險

Market makers help to provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more market makers, there is no assurance that active trading will be maintained. In the event that the market makers default or cease to fulfill their role, investors may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.

證券莊家為交易所買賣基金提供流通量。儘管多數交易所買賣基金有多於一個或以上的證券莊家，但無法保證該證券莊家能維持流通量，若莊家失責或停止履行職責，投資者或不能買賣該交易所買賣基金，又或發現價格相對資產淨值有折讓或溢價。

(vi) **Stock lending risk** 股票借貸風險

An ETF which engages in stock lending faces the risk that the borrower may not return the securities lent by the ETF as agreed, and thus the ETF may experience losses due to its stock lending activities.

涉及股票借貸活動的交易所買賣基金可能需要面對和承擔借股人沒按協定償還所借出證券的風險，因此會對該交易所買賣基金構成若干損失。

(vii) **Counterparty risk involved in ETFs with different replication strategies** 不同複製策略涉及對手風險

(a) **Full replication and representative sampling strategies** 完全複製及選具代表性樣本策略

Under a full replication strategy, an ETF generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. Under a representative sampling strategy, an ETF invests 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.

在完全複製策略下，交易所買賣基金採用相同比重以達致投資於所有的成份股/資產的基準。而選具代表性樣本策略，則是指該交易所買賣基金只投資於其中部分(而不是全部的)相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不會出現太大問題。

(b) **Synthetic replication strategies** 綜合複製策略

Synthetic ETFs may invest in over-the-counter derivatives issued by counterparties and thus may suffer losses potentially equal to the full value of the derivatives issued by a counterparty upon its default. Hence, synthetic ETFs are exposed to both the risks of the underlying stocks / assets as well as the default risk of the counterparty that issues the financial derivative instruments for replicating the performance of the index.

Some synthetic ETFs may invest in financial derivatives issued by a number of counterparties to diversify counterparty credit risk concentration. However, the more counterparties an ETF has, the higher the mathematical probability of the ETF being affected by a counterparty default which may lead to losses to the ETF.

Synthetic replication ETFs can be further categorized into two forms:

- **Swap-based ETFs**

ETF managers may replicate the benchmark performance through total return swaps without purchasing the underlying assets. Swap-based ETFs would expose to counterparty risk of the swap dealers and may suffer losses if such dealers default.

- **Derivative embedded ETFs**

ETF managers may synthetically replicate the economic benefit of the relevant benchmark by the use of other derivative instruments. These instruments may be issued by one or multiple issuers. Derivative embedded ETFs would expose to counterparty risk of the instruments' issuers and may suffer losses if such issuers default. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivatives issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a "knock-off" effect on the other derivatives counterparty of a synthetic ETF).

Some ETFs may acquire collateral, but it may be subject to counterparty risk if the collateral provider is not 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.

合成的交易所買賣基金可能會投資於由交易對手發行的場外衍生工具，以模擬相關指數的表現。因此，這類交易所買賣基金或會因交易對手違責而蒙受損失，虧損金額可高達衍生工具的全部價值。因此，投資於該類產品時，須面對相關股票/資產的風險，以及發行有關金融產品的交易對手失責風險。

部分交易所買賣基金會通過從多家不同的交易對手買入金融衍生工具，以分散交易對手的信貸風險。不過，交易所買賣基金的交易對手愈多，出現交易對手違責事件的機會率便愈高。

合成的交易所買賣基金可再分為兩種：

- **以掉期合約構成**

交易所買賣基金經理以總回報掉期合約，以複製基金基準的表現而不用購買其相關資產。若掉期交易商失責，基金或需蒙受源自掉期交易商的交易對手風險。

- **以衍生工具構成**

交易所買賣基金經理也可利用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由多於一個發行商發行。若發行商失責，基金或須蒙受源自發行商的交易對手風險。此外，亦應考慮有關衍生工具發行商的潛在連鎖影響及集中風險(例如，由於衍生工具發行商主要是國際金融機構，若合成的交易所買賣基金的其中一個衍生工具交易對手倒閉，即可能對該交易所買賣基金的其他衍生工具交易對手產生「連鎖」影響)。

交易所買賣基金即使取得抵押品，基金也需承受抵押品提供者的失責風險。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

13. Law 法律

This Agreement is governed and constructed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄以及其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

(註：此為中文譯本，若有任何異議，應以英文原本為準)

Schedule 1 – Margin Client Agreement

附表一 – 保證金客戶協議書

TERMS AND CONDITIONS FOR MARGIN TRADING 保證金交易條款及條件

This Margin Client Agreement is supplemental to the Securities Trading Agreement entered into by T G Securities Limited (“T G”) and the Client whereby the Client’s Account is allowed to conduct margin trading (“Margin Account”) and T G agrees to grant credit facilities (“Facility”) to the Client at the request of Client for the Client’s transactions. Where any conflict arises between the Securities Trading Agreement and the provisions of this Margin Client Agreement, the provisions of the latter shall prevail.

本保證金客戶協議書是滙澤證券有限公司(“滙澤”)與客戶簽定的證券交易協議書(以下稱「該證券交易協議書」)的補充文件,據此客戶的賬戶獲准進行保證金交易(以下稱「保證金賬戶」),而公司同意按客戶的要求為客戶的交易向客戶提供信貸融通(以下稱「信貸融通」)。若該證券交易協議書與本保證金客戶協議書的條文有任何衝突,概以後者的條文為準。

1. Definitions 釋義

1.1 Terms defined in this Margin Client Agreement have the same meanings as in the Securities Trading Agreement unless stated otherwise.

除非另有說明,本保證金客戶協議書所界定的詞語,其含意與該證券交易協議書所使用的相同。

1.2 References to “Account” in the Securities Trading Agreement is deemed to include the Margin Account as established pursuant to this Margin Client Agreement.

凡在該證券交易協議書內所指「賬戶」一詞視作包括根據本保證金客戶協議書開設的保證金賬戶。

1.3 “Collateral” means all monies and securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by T G or any Affiliated Company or nominees, or transferred to or held by any other person in circumstances where T G accepts the same as security for the Client’s obligations under the Securities Trading Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of T G or any Affiliated Company from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such securities or additional or substituted securities).

「抵押品」是指客戶為保證履行其在該證券交易協議書項下義務現時或此後任何時間存放於、轉調給或促成轉調給滙澤或任何聯屬公司或代名人作為抵押品的所有金錢及證券,或由滙澤或任何聯屬公司或代名人持有的客戶的所有金錢及證券或轉調給任何其他人士或由任何其他人士持有的客戶的所有金錢及證券而滙澤接納以此作為抵押品的。抵押品包括不時為任何目的由滙澤或任何聯屬公司管有、保管或控制的金錢及證券(並包括任何額外證券或代替證券及任何時候就任何此等證券或額外證券或代替證券通過贖回、分紅、優先權、選擇權或其它方式累計的所有已支付或應支付的股息或利息、權利、權益、金錢或財產)。

1.4 “Credit Limit” is the maximum amount of Facility that T G will grant the Client irrespective of the amount of the Client’s Collateral and Margin Ratio.

「信貸限額」是指滙澤不論客戶的抵押品和保證金比率的數額而將提供予客戶的信貸融通的最高限額。

1.5 “Margin Ratio” is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from T G against the Collateral.

「保證金比率」是指抵押品價值的某個百分率,客戶於交出抵押品後最高可按此百分率借入款項(或以其他方式取得其他形式的財務融通)。

2. Margin Facility 保證金的信貸融通

2.1 The Facility is extended to the Client in accordance with the provisions set out in this Margin Client Agreement, any fees and charges sheet from T G to the Client and in the Securities Trading Agreement (collectively called “Margin Facility Terms”). The Client agrees to use the Facility only in connection with the acquisition or holding of securities by T G for the Client.

信貸融通是根據本保證金客戶協議書列明的條款、滙澤發給客戶的收費表以及該證券交易協議書的條款(以下統稱「保證金的信貸融通條款」)而提供給客戶的。客戶同意只在滙澤為客戶購取或持有證券時才會使用信貸融通。

2.2 Subject to Clause 2.4 below, T G may grant the Client a Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied by notice by T G from time to time. Notwithstanding the Credit Limit as notified to the Client, T G may at its discretion extend the Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Facility given by T G in accordance with Clause 6.1.

在下文第 2.4 條的規限下,滙澤可批給客戶的信貸融通,最多可相當於滙澤不時通知客戶的信貸限額。滙澤可能不時發出通知,隨時更改向客戶提供的信貸限額和保證金比率。儘管已通知客戶有關信貸限額,滙澤可酌情決定向客戶提供超出信貸限額的信貸融通,而客戶同意客戶須負責悉數償還滙澤根據第 6.1 條發放給客戶的任何信貸融通的款項。

2.3 T G is instructed and authorized by the Client to draw on the Facility to settle any amounts due to T G or any Affiliated Company in respect of the Client’s purchase of securities, margin maintenance obligations of any positions required by T G or any Affiliated Company, or payment of any commission or other costs and expenses owing to T G or any Affiliated Company, including costs and expenses that may be incurred in connection with the realisation of any Collateral.

滙澤獲得客戶指示並授權從信貸融通中提取款項向滙澤或任何聯屬公司償付應客戶的要求而購入證券或為任何持倉而遵守維持保證金的規定所欠滙澤或任何聯屬公司的任何款項或償付欠滙澤或任何聯屬公司的任何佣金或其它費用和開支,包括為變現任何抵押品引致的費用和開支。

2.4 T G will not at any time be obliged to provide any Facility to the Client if any of the following circumstances should arise:

- (1) the Client is in default of any provisions of the Margin Facility Terms; or
- (2) in the opinion of T G there is or has been a material adverse change in the Client’s financial condition or in the financial condition of any person which might adversely affect the Client’s ability to discharge the Client’s liabilities or perform the Client’s obligations under the Margin Facility Terms; or
- (3) making an advance would cause the applicable Credit Limit to be exceeded; or
- (4) T G in its absolute discretion considers it prudent or desirable for its protection not to do so.

滙澤在任何時候均沒有義務向客戶提供任何信貸融通。特別是,客戶明白在下述任何情況發生時滙澤可能不會為客戶提供任何信貸融通:

- (1) 客戶違反保證金的信貸融通條款的任何規定;或
- (2) 以滙澤的意見認為客戶的財務狀況或任何人士的財務狀況存在了或已發生了重大不利變化,而此等變化或許會對客戶按保證金的信貸融通條款償付客戶的債務或履行客戶的義務的能力造成不利影響的;或
- (3) 發放貸款會導致超出適用的信貸限額;或
- (4) 滙澤以其絕對酌情權認為不提供有關信貸融通是為保障其本身利益,並且是審慎或適宜的。

2.5 For so long as there exists any indebtedness to T G on the Client's part, T G shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of T G be entitled to withdraw any Collateral in part or in whole from the Client's Account.

在客戶仍欠滙澤任何債務的期間，滙澤有權在任何時候及不時拒絕任何有關提取任何或所有抵押品的要求；事先未經滙澤書面同意，客戶無權從客戶的賬戶中提取任何部份或全部抵押品。

2.6 The Client shall on demand from T G make payments or deposits of margin in monies, securities and/or other assets in such amount and in such form into a designated account and within such time as specified by T G (referred to as a "Margin Call"), as T G in its absolute discretion determines necessary to provide adequate security in respect of the Facility. For the purpose of a Margin Call, T G shall use its best endeavours to contact the Client promptly by phone on the telephone numbers notified by the Client to T G and/ or by sending to the Client a Margin Call notice by post, fax or otherwise. The Client agrees that it shall be deemed properly notified of the Margin Call even if T G fails to contact it by phone or the Client fails to receive the written notice.

客戶須應滙澤的要求，在滙澤具體列明的時限內以金錢、證券及／或其它資產按滙澤指定數額和形式繳付或存放於一個由滙澤指定的賬戶內（以下稱「補倉通知」），作為滙澤以其絕對酌情權確定就信貸融通而必需提供的足夠抵押品。就補倉通知而言，滙澤須盡其最大努力盡速按客戶通知滙澤的電話號碼致電聯絡客戶及／或以郵遞、圖文傳真或其他方式向客戶發出補倉通知書。客戶同意，即使滙澤未能致電聯絡客戶或客戶未能收到有關書面通知，客戶亦會被視為已就補倉要求獲得適當的補倉通知。

2.7 Any failure by the Client to comply with Clause 2.6 of this Margin Client Agreement will constitute an Event of Default under Clause 6 of the Securities Trading Agreement.

若客戶未能遵照本保證金客戶協議書第 2.6 條的規定行事，將構成該證券交易協議書第 6 條項下的失責之事件。

2.8 The Client agrees to pay interest on a daily basis on the amount of the Facility extended to the Client. The interest rate shall be at a percentage above T G's cost of funds which will vary according to the prevailing money market situation and as notified to the Client by T G from time to time. Such interest charges may be deducted by T G from the Margin Account or any other account of the Client with T G or any Affiliated Company.

客戶同意就滙澤提供給客戶的信貸融通款額支付按日計算的利息，息率按滙澤取得資金的成本另加某個百分率確定，並將根據當時的金融市場情況予以更改，有關更改將不時由滙澤通知客戶。此等利息收費可由滙澤從保證金賬戶或客戶在滙澤或任何聯屬公司開設的任何其他賬戶中扣除。

3. Charge 押記

3.1 The Client, as beneficial owner, charges in favour of T G by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral 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 the Client to T G or any Affiliated Company, or for which the Client may be or become liable to T G or any Affiliated Company 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 expense as they appear in the records of T G or any Affiliated Company.

客戶為保證按要求根據保證金的信貸融通條款支付，清償及履行現時或此後任何時間客戶到期應償還予，或欠滙澤或任何聯屬或使滙澤或任何聯屬公司招致的或客戶基於任何原因或以任何方式（不論是單獨或聯同任何其他人士及不論以任何名義、形式或商號）可能須或可能變成須對滙澤或任何聯屬公司承擔責任的所有金錢及所有絕對或者有的負債和義務，連同催繳要求通知當日至還款當日的利息以及滙澤或任何聯屬公司檔案中顯示的任何佣金、法律費用或其他費用、收費和開支，客戶作為實益擁有人茲以滙澤為受益人透過第一固定押記的方式將客戶對抵押品中的所有有關權利、所有權、利益和權益進行押記（以下稱「押記」），作為支付、清償及履行上述所有款項、負債及義務的持續抵押。

3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account of satisfaction of the whole or any part of any sum owing by the Client to T G and/or any Affiliated Company and notwithstanding the closing of the Client's accounts with T G and which are subsequently reopened or the subsequently reopening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to T G or any Affiliated Company on any account or otherwise.

此押記為持續抵押，不論客戶欠滙澤及／或任何聯屬公司的賬目已獲中期支付或結算或客戶欠滙澤及／或聯屬公司的全部款項或任何部份款項已獲清償，亦不論客戶在滙澤開立的任何賬戶被結束及其後重新開設或客戶其後單獨或聯同其他人士開設任何賬戶；此押記須延伸適用於涵蓋當時基於任何原因或以其他方式由客戶欠滙澤或任何聯屬公司的結欠的所有或任何到期應支付的款項。

3.3 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with T G or any Affiliated Company, that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

客戶茲聲明及保證，客戶是抵押品的合法及實益擁有人，客戶有權將抵押品存放於滙澤或任何聯屬公司，而且抵押品現時及此後均不會帶有任何類別的任何留置權、押記或產權負擔，而抵押品中的任何股額、股票及其他證券已經及將會繳足。

3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Securities Trading Agreement and the full performance of the Client's obligations under the Margin Facility Terms, T G will at the Client's request and expense release to the Client all the rights, title and interests of T G in the Collateral and will give such instructions and directions as the Client may require in order to perfect such release.

所有根據該證券交易協議書可能須支付或可能成為應支付的款項已不可撤銷地全數支付時以及客戶在保證金的信貸融通條款項下的義務全部履行時，滙澤將按客戶的要求及由客戶付出開支將滙澤在抵押品中的所有權利、所有權及權益解除歸還客戶，以及將會應客戶的要求發出指示和指令以完成上述權利、所有權及權益的解除。

3.5 Until the Charge becomes enforceable, (i) T G will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and (ii) except as otherwise provided in this Margin Client Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice T G's rights in relation to the Collateral.

在押記成為可強制執行之前，(i) 滙澤將有權（但祇能在向客戶發出通知後）行使有關抵押品的權利，以保障抵押品的價值；及 (ii) 除非本保證金客戶協議書另有規定外，客戶可發出指示行使附連於或有關於抵押品的其他權利，但行使的方式不得與客戶在保證金的信貸融通條款項下的義務相抵觸，也不得在任何方面損害滙澤對抵押品所享有的權利。

4. Power of Attorney 授權書

The Client by way of security irrevocably appoints T G to be the Client's attorney on the Client's behalf and in the Client's 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 the Client by or pursuant to the Margin Facility Terms and generally for enabling T G 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):

- (1) to execute any transfer or assurance in respect of any of the Collateral;
- (2) to perfect its title to any of the Collateral;
- (3) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;
- (4) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and
- (5) generally to file any claims or take any legal action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.

客戶茲以抵押方式不可撤銷地委任滙澤為客戶的代理人，代表客戶並以客戶的名義，為履行按保證金的信貸融通條款對客戶設定的任何義務以及概括地為促使滙澤能夠行使按保證金的信貸融通條款或根據法例賦予滙澤的有關權利和權力，而作出因此可能需要的所有行為及事情，以及為此而簽署、蓋印於、簽訂、交付及完成所有契據、文據和文件，包括（但不限於）：

- (1) 簽署任何有關抵押品的任何轉讓書或保證書；
- (2) 完成任何抵押品的所有權；
- (3) 就任何抵押品項下或所產生的到期或將成為到期的任何及所有款項及款項申索而請求、要求、催促、取得、進行和解以及作出有效的解除；
- (4) 就任何抵押品發出有效的收據及作出有效的解除文據，以及背書任何支票或其它票據或匯票；及
- (5) 概括地提出或提起或採取任何其認為必要或適宜的任何申索或法律行動或法律程序，以保障根據保證金的信貸融通條款所設定的抵押。

5. Disposal of Collateral 處置抵押品

5.1 The Client authorises and agrees that T G may, to the extent permitted under the prevailing laws and regulations, dispose, or initiate a disposal by T G's nominee, of any Collateral without notice to the Client by T G to settle (in part or in full) any liability owed by or on behalf of the Client to:

- (1) T G;
- (2) T G's nominee; or
- (3) a third person.

客戶授權及同意滙澤可在沒有通知客戶及在符合當時的法律及法規的情況下處置，或促使滙澤的代名人處置客戶任何的抵押品用於解除(全部或部份)客戶或代客戶對以下人士所負的任何法律責任：

- (1) 滙澤；
- (2) 滙澤的代名人；或
- (3) 第三者。

5.2 To the extent permitted under the prevailing laws and regulations, the Client hereby authorises and agrees that in respect of Collateral deposited with T G by the Client (or on the Client's behalf), T G shall be entitled to:

在符合當時的法律及法規的情況下，客戶特此授權及同意，就客戶（或代客戶）存放於滙澤的抵押品而言，滙澤可：

- (1) apply any of the Collateral pursuant to a securities borrowing and lending agreement; or
根據證券借貸協議運用任何的抵押品；或
- (2) deposit the Collateral with an authorised institution (as defined in the Banking Ordinance) as collateral for any financial accommodation provided to T G; or
將抵押品存放於一家認可機構（其定義如銀行條例所載）以作為提供予滙澤的財務融通的抵押品；或
- (3) deposit the Collateral with a recognized clearing house (as defined in the Securities and Future Ordinance) as collateral for the discharge and satisfaction of T G's settlement obligations and liabilities;
or
將抵押品存放於一家認可結算所（其定義如證券及期貨條例所載）以作為解除滙澤在交收上的義務和清償滙澤在交收上的法律責任的抵押品；或
- (4) deposit the Collateral with another intermediary licensed under the Securities and Futures Ordinance to deal with securities as collateral for the discharge and satisfaction of T G's settlement obligations and liabilities.
將抵押品存放於另一家根據證券及期貨條例獲發牌進行證券交易的中介人以為解除滙澤在交收上的義務和清償滙澤在交收上的法律責任的抵押品。

5.3 The Client acknowledges and agrees that the authority given under Clause 5.2 will be effective for a period of up to 12 months and may be renewed in accordance with applicable laws and regulations

客戶確認及同意根據第 5.2 條所獲給予的授權的有效期不得超過 12 個月而該授權亦可按照適用的法律及法規續期。

The authority given under Clause 5.2 may be revoked at any time upon 7 days' written notice given by the Client to T G.

客戶可於任何時間以不少於 7 日的書面形式通知滙澤撤銷根據第 5.2 條所給予的授權。

5.4 The Client agrees that in the event of any sale pursuant to the Securities Trading Agreement or the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of T G and upon any sale by T G, a declaration made by an officer of T G that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with T G or its nominees shall be concerned to inquire into the circumstances of the sale.

客戶同意，若根據該證券交易協議書或保證金的信貸融通條款作出任何出售，滙澤將以其絕對酌情權出售或處置任何抵押品，而且在滙澤作出任何出售後，由滙澤一名高級人員作出聲明表示出售權已成為可行使時，對所出售的任何抵押品的任何買方或承受其所有權的其他人士而言，該聲明屬有關事實的終局證據；任何與滙澤或代名人其進行交易的人士均毋須對出售的情況作出查詢。

5.5 In the event the net proceeds of sale shall be insufficient to cover the whole of the Client's liabilities under the Margin Facility Terms, the Client undertakes to pay to T G on demand any balance that may then be due.

若出售所得淨收益不足以償付客戶在保證金的信貸融通條款項下全部負債，客戶承諾按的要求向滙澤支付當時仍欠付的任何差額。

6. Termination of Facility 終止信貸融通

6.1 The Facility is repayable on demand and may be varied or terminated in the absolute discretion of T G. In particular the Facility will be terminated upon the occurrence of any one or more of the following events:

- (1) the revocation or non-renewal of the Client's authorisation to T G under Clause 5.2 above; or
- (2) any termination in accordance with Clause 19 and 24 of the Securities Trading Agreement, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.

信貸融通款額應按要求予以償還，滙澤可絕對酌情決定更改或終止信貸融通。特別是，在發生下述任何一項或以上事件時信貸融通將予以終止：

- (1) 根據第 5.2 條的規定客戶給予滙澤的授權被撤銷或不再延續；或
- (2) 發生該證券交易協議書第 19 條和第 24 條所列明的終止情況，而因此而發出的任何終止通知將視為信貸融通的終止通知。

6.2 Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to T G.

信貸融通終止時，客戶仍未清償的任何債務須立即向滙澤償還。

6.3 Repayment of all or any of the loan amounts owned to T G will not of itself constitute cancellation or termination of the Margin Facility Terms.

償還欠滙澤的所有或任何貸款額，本身並不構成對保證金的信貸融通條款的撤銷或終止。

7. Security Unaffected 抵押不受影響

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

- (1) any other security, guarantee or indemnity now or hereafter held by T G or any Affiliated Company under or in respect of the Margin Facility Terms or any other liabilities;
- (2) 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);
- (3) the enforcement or absence of enforcement or release by T G or any Affiliated Company of any security, guarantee or indemnity or other document (including the Charge);
- (4) any time, indulgence, waiver or consent given to the Client or any other person whether by T G or any Affiliated Company;
- (5) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by T G or any other person;
- (6) the insolvency, bankruptcy, death of insanity of the Client;
- (7) any amalgamation, merger or reconstruction that may be effected by T G with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of T G to any other person;
- (8) the existence of any claim, set-off or other right which the Client may have at any time against T G or any other person;
- (9) any arrangement or compromise entered into by T G with the Client or any other person;
- (10) 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 authorised, executed or delivered by any person or for any other reason whatsoever;
- (11) 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 the Client 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 any other thing done or omitted or neglected to be done by T G or any other person or any other dealing, fact matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

在不損害前述條文的普遍適用性的前提下，押記及因此而抵押的數額在任何方面均不受下列事項影響：

- (1) 滙澤或任何聯屬公司現時或此後根據或基於保證金的信貸融通條款或任何其他負債而持有任何其它抵押、擔保或彌償保證；
- (2) 對任何抵押、擔保或彌償保證或其他文件進行任何其他更改或修改或放棄權利或解除（包括押記，但有關更改、修改、放棄權利或解除的範圍除外）；
- (3) 滙澤或任何聯屬公司強制執行或沒有強制執行或解除任何抵押、擔保或彌償保證或其他文件（包括押記）；
- (4) 不論是滙澤或任何聯屬公司對客戶或任何其他人士給予任何時間寬限、寬免、放棄權利或同意；
- (5) 不論是滙澤或任何其他人士對客戶催繳或沒有催繳按保證金的信貸融通條款應支付的任何款項；
- (6) 客戶無力償債、破產、死亡或精神失常；
- (7) 滙澤與任何其他人士進行併合、合併或重組或滙澤向任何其他人士出售或轉讓其全部或任何部份業務、財產或資產；
- (8) 客戶於任何時候可能對滙澤或任何其他人士提出任何申索、抵銷或其他權利；
- (9) 滙澤與客戶或任何其他人士達成任何債務償還協議及和解協議；
- (10) 有關信貸融通或任何抵押、擔保或彌償保證（包括押記）的任何文件的任何條文成為不合法、無效或不可強制執行或存在任何缺陷或根據或基於任何此等文件或任何抵押、擔保或彌償保證（包括押記）任何當事人的任何權利或義務（不論是否由於超越權限）不符合有關人士的利益或不論由於任何其他原因未經任何人士正式授權，簽署或交付；
- (11) 任何協議、抵押、擔保、彌償保證或其他交易可根據任何關於破產、無力償債或清盤的法例被撤銷或受該等法例的影響或客戶根據任何此等協議、抵押、擔保、彌償保證、付款或其他交易給予或作出任何免除、和解或解除，而任何此等免除、和解或解除視作據此而受到限制；或滙澤或任何其他人士的任何其他作為或不作為或遺漏作為，或任何其他交易、事實、事項或事情若在沒有本條規定的情況下可能會因此而損害或影響客戶在保證金的信貸融通條款項下的債務。

8. Risk Disclosure 風險披露聲明

8.1 Risk of Margin Trading 保證金買賣的風險

The risk of loss in financing a transaction by deposit of Collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as Collateral with T G. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client 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, the Client's Collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Client's account and interest charged on the Client's account. The Clients should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's own financial position and investment objectives.

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

8.2 Risk of Providing An Authority To Repledge The Client's Securities Collateral 提供將客戶的證券抵押品等再質押的授權書的風險

There is risk if the Client provides T G with an authority that allows T G to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of T G's settlement obligations and liabilities.

向滙澤提供授權書，容許滙澤按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務抵押品，存在一定風險。

If securities or securities collateral of the Client are received or held by T G in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

假如客戶的證券或證券抵押品是由滙澤在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情况下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該有效期不得超過 12 個月。若客戶是專業投資者，則有關限制並不適用。

Additionally, the Client's authority may be deemed to be renewed (i.e. without written consent of the Client) if T G issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry data of then existing authority of the Client.

此外，假如本滙澤在有關授權的期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的指示，而客戶對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。

The Client is not required by any law to sign these authorities. But an authority may be required by T G, for example, to facilitate margin lending to the Client or to allow securities or securities collateral of the Client to be lent to or deposited as collateral with third parties. T G should explain to the Client the purposes for which one of these authorities is to be used.

現時並無任何法例規定客戶必須簽署這些授權書。然而，滙澤可能需要授權書，以便例如向客戶提供保證金貸款或獲許將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。滙澤應向客戶闡釋將為何種目的而使用授權書。

If the Client signs one of these authorities and securities or securities collateral of the Client are lent to or deposited with third parties, those third parties will have a lien or charge on the Clients' securities or securities collateral. Although T G is responsible to the Client for securities or securities collateral lent or deposited under the Client's authority, a default by T G could result in the loss of the securities or securities collateral of the Client.

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然滙澤根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但滙澤的違責行為可能會導致客戶損失客戶的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from T G. If the Client does not require margin facilities or does not wish the securities or securities collateral to be lent or pledged, does not sign the above authorities and asks to open this type of cash account.

滙澤提供不涉及證券借貸的現金賬戶。假如客戶毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

9. Confirmation 確認

9.1 The Client confirms that the Client has read, understands and agrees to the terms of this Margin Client Agreement and Risk Disclosure Statements, which have been provided to the Client in a language of the Client's choice (English or Chinese); and the Client was invited to read this Margin Client Agreement and Risk Disclosure Statements, to ask questions, and take independent advice if the Client wished.

客戶茲確認客戶已閱讀，明白及同意本保證金客戶協議書的條款及風險披露聲明，此等條款及風險披露聲明已按客戶所選擇的語言（英文或中文）提供予客戶；客戶已獲邀閱讀本保證金客戶協議書及風險披露聲明，提出問題及徵求獨立的意見（如客戶有此意願）。

9.2 The Client understands that this Margin Client Agreement shall not be effective until such time as it is accepted and agreed to by T G, such acceptance and agreement to be evidenced by the signature of one of the authorised signatories.

客戶明白本保證金客戶協議書在滙澤任何一名獲授權簽署人簽署作實，證明滙澤已接受及同意本保證金客戶協議書之前，將不會發生效力。

10. Governing Law and Jurisdiction 適用法律及司法管轄權

10.1 This Margin Client Agreement shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and may be enforced in accordance with the laws of Hong Kong.

本保證金客戶協議書受中華人民共和國香港特別行政區（以下稱「香港」）的法例規限，及據此予以解釋，並且可以根據香港法例強制執行。

10.2 The Client hereby irrevocably submits to the non-exclusive jurisdiction of any court in Hong Kong in any action or proceeding arising out of or relating to this Margin Client Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court in Hong Kong, provided that nothing herein shall effect T G's right to bring any action or proceeding against the Client or the Client's property in the courts of any other jurisdiction.

客戶茲就由於或有關本保證金客戶協議書所產生的任何訴訟或法律程序不可撤銷地服從香港的任何法院的非專有司法管轄權，並且不可撤銷地同意就此等訴訟或法律程序所提出的申索均可在上述香港的任何法院進行聆訊及裁決，但本協議書內所載的條文並不影響滙澤在任何其他司法管轄區的法院對客戶或客戶的財產提起任何訴訟或法律程序的權利。

Schedule 2 – Equity Options Client Agreement

附件二 – 股票期權客戶協議書

TERMS AND CONDITIONS FOR STOCK OPTIONS TRADING 股票期權交易條款及條件

This Equity Options Client Agreement is supplemental to the Securities Trading Agreement entered into by T G Securities Limited (“T G”) and the Client whereby the Client is allowed to conduct Equity Options Trading on the Exchange (“Options Account”) and T G agrees to provide Exchange Traded Options Business to the Client. Where any conflict arises between the Securities Trading Agreement and the provisions of this Equity Options Client Agreement, the provisions of the later shall prevail.

本股票期權客戶協議書是由滙澤證券有限公司(“滙澤”)與客戶簽定的證券交易協議書(以下稱「該證券交易協議書」)之補充文件，據此客戶獲准在聯交所進行股票期權交易(以下稱「期權賬戶」)，而滙澤同意向客戶提供在聯交所交易的期權業務。若該證券交易協議書與本股票期權客戶協議書的條文有任何衝突，概以後者的條文為準。

1. Definitions 釋義

1.1 Terms defined in this Equity Options Client Agreement have the same meanings as in the Securities Trading Agreement or the Options Trading Rules of the Exchange unless stated otherwise.

除非另有說明，本股票期權客戶協議書所界定的詞語，其含意與該證券交易協議書或聯交所的《期權交易規則》所使用的相同。

1.2 Reference to “Account” in the Securities Trading Agreement is deemed to include the Options Account as established pursuant to this Equity Options Client Agreement.

凡在該證券交易協議書內所指「賬戶」一詞視作包括根據本期權客戶協議書開設的期權賬戶。

1.3 “Options trading” means the purchase, closing, exercise, settlement and discharge of long options transactions and include writing of options through the Options Account or otherwise creating any short open position.

「期權交易」是指期權長倉合約的買入、平倉、行使、交收及解除，包括透過期權賬戶沽出期權或以其他方式建立任何空倉未平倉合約。

1.4 “Client Contract” has the meaning as defined in the Options Trading Rules of the Exchange which means a contract validly made at the time when an order in respect of an option series is matched by the Options System with another order in respect of that options series and incorporates the terms and conditions of the Standard Contract for a particular option series.

「客戶合約」具有聯交所的《期權交易規則》所界定的含意，是指某期權系列的指令通過期權系統與該期權系列的另一指令成功配對時有關雙方所達成的有效合約，並包含某定期權系列標準合約的條款及條件。

2. Laws and rules 法例和規則

2.1 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions (the “Rules”) applying to T G. This includes the Options Trading Rules of the Exchange, the Clearing Rules of The SEHK Option Clearing House Limited (“SEOCH”) and the rules of the Hong Kong Securities Clearing Company Limited (“HKSCC”). In particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, and T G shall notify the Client of any such adjustments which affect Client Contracts to which the Client is a party. All actions taken by T G, by the Exchange, by the SEOCH or by the HKSCC in accordance with such Rules shall be binding on the Client.

所有在聯交所交易的期權業務須根據適用於滙澤的所有法例、規則及監管指示(以下稱「此等規則」)。此等規則包括聯交所的《期權交易規則》、香港聯合交易所期權結算所有限公司(以下稱「聯交所期權結算所」)的《期權結算規則》和香港中央結算有限公司(以下稱「中央結算公司」)的規則。特別是，聯交所期權結算所根據此等規則有權對合約的條款作出修改，而滙澤須就任何此等影響客戶作為立約一方的客戶合約的修改通知客戶。滙澤、聯交所、聯交所期權結算所或中央結算公司根據此等規則所採取的一切行動均對客戶有約束力。

2.2 The Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between T G and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

客戶同意有關期權系列的標準合約條款適用於滙澤與客戶訂立的每一份客戶合約，而所有客戶合約亦須根據此等規則訂立、行使、交收及解除。

3. Margin 保證金

3.1 The Client agrees to provide T G with cash and/or securities and/or other assets (“Margin”) as may be agreed from time to time, as security for the Client’s obligations to T G under this Equity Options Client Agreement. Such Margin shall be paid or delivered as demanded by T G from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Client’s open positions and delivery obligations, and further Margin may be required to reflect changes in market value.

客戶同意向滙澤提供不時協定的現金及/或證券及/或其他資產(以下稱「保證金」)，作為保證客戶根據本股票期權客戶協議書履行客戶的義務的抵押品。此保證金須於滙澤不時提出要求時支付或交付。以保證金方式而須提供數額不得少於(但可多於)根據此等規則就客戶的未平倉合約及交付責任而可能須提供的數額，而且客戶可能須按滙澤要求進一步提供保證金以反映市場價值的變化。

3.2 The Client authorizes and agrees that T G may, to the extent permitted under the prevailing laws and regulations, deliver such securities, directly or through an Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from the Client’s instructions to T G without notice to the Client, as T G may require under the Rules.

客戶授權及同意滙澤可在沒有通知客戶、及在符合當時的法律及法規、及滙澤因此等規則所規定的情況下直接地或透過期權交易所參與者向聯交所期權結算所交付證券，作為就因客戶向滙澤發出指示所產生的在聯交所交易的期權業務而提供的聯交所期權結算所抵押品。

3.3 T G does not have any further authority from the Client to borrow or lend the Client’s securities or otherwise part with possession (except to the Client or on the Client’s instructions) of any of the Client’s securities for any other purpose, except in accordance with the authority given under Clause 3.2, or as otherwise agreed in writing by the Client.

根據第 3.2 條所獲給予的授權或客戶另以書面同意除外，滙澤沒有獲得客戶的任何進一步授權就任何其他目的借入或借出客戶的證券或以其他方式放棄管有客戶的任何證券(但放棄管有歸還客戶或按客戶的指示行事除外)。

3.4 The Client acknowledges and agrees that the authority given under Clause 3.2 will be effective for a period of up to 12 months and may be renewed in accordance with applicable laws and regulations. The authority given under Clause 3.2 may be revoked at any time upon 7 days’ written notice given by the Client to T G.

客戶確認及同意根據第 3.2 條所獲給予的授權的有效期不得超過 12 個月而該授權亦可按照適用的法律及法規續期。客戶可於任何時間以不少於 7 日的書面形式通知滙澤撤銷根據第 3.2 條所給予的授權。

4. Client Default 客戶失責

4.1 If the Client fails to comply with any of the Client’s obligations and/or to meet the Client’s liabilities under this Equity Options Client Agreement, including failure to provide Margin, this will be treated as an Event

of Default under Clause 19 of the Securities Trading Agreement and in addition the actions T G may take under Clause 19, T G is further authorized to:

若客戶未能根據本股票期權客戶協議書履行客戶的任何義務及/或償付債務，包括未能提供保證金，則將會被視為該證券交易協議書第 19 條項下列述的失責事件，而滙澤除了可根據上述第 19 條採取有關行動之外，還可進一步授權：

- (1) decline to accept further instructions from the Client in respect of Exchange Traded Options Business;
就在聯交所交易的期權業務拒絕接受客戶的進一步指示；
- (2) close out some or all of the Client's Contracts with T G;
將客戶與滙澤訂立的部份或全部客戶合約平倉；
- (3) enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which T G is exposed in relation to the Client's default; or
訂立合約或進行證券、期貨或商品的交易，以償付因此而產生的債務，或者就客戶的失責行為導致滙澤承受的風險進行對沖；或
- (4) dispose of Margin, and apply the proceeds thereof to discharge the Client's liabilities to T G.
處置保證金以及運用處置保證金所得款項，向滙澤償付客戶的債務。

Any proceeds remaining after discharge of all the Client's liabilities to T G shall be paid to the Client.

在向滙澤償付客戶的所有債務後餘下的任何款項須支付給客戶。

- 4.2 The Client agrees to pay interest on all overdue balances in its Options Account (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as T G may have notified the Client from time to time.

客戶同意就其期權賬戶內所有逾期結欠繳付利息(包括經法院裁定客戶須償付的債項所產生的利息)，有關利息須按滙澤不時通知客戶的息率和其它條款計付。

5 Contracts 合約

- 5.1 T G shall cause and control the execution of the Clients orders on the Exchange through T G Securities Limited an Options Exchange Participant or through any other Options Exchange Participant (in either case, the "Broker") and any reference in this Agreement to execution by T G or the performance by T G of any of its obligations hereunder shall be construed accordingly. The Client acknowledges that in accordance with the Options Trading Rules, where T G enters into an Options Contract with the Broker, and notwithstanding that all Option Contracts are to be executed in the Exchange, there shall arise a contract between T G and the Broker as principals to such contract.

滙澤須促成及控制透過身為期權交易所參與者的滙澤證券有限公司或透過任何其他期權交易所參與者(不論哪一種情況以下稱「經紀」)在聯交所執行客戶的指令。凡本協議書所指的由滙澤執行或由滙澤履行其在本協議書項下的任何義務須據此作出詮釋。客戶承認根據《期權交易規則》，若滙澤與經紀訂立一份期權合約，不論所有期權合約是否將在聯交所執行，滙澤與經紀均是以主事人身份訂立該份合約。

- 5.2 In respect of all Options Contracts effected on the Client's Instructions, the Client will pay T G, within the time period notified by T G, Premium, T G's commission and any other charges, and applicable levies imposed by the Exchange, as have been notified to the Client. T G may deduct such Premium, commissions, charges and levies from the Options Account or any other account of the Client with T G or any Affiliated Company.

就根據客戶的指示而進行的所有期權合約而言，客戶將在滙澤所通知的期限內向滙澤支付已向客戶作出通知的期權金、滙澤的佣金及任何其他收費，以及聯交所徵收的適用徵費。滙澤可從期權賬戶或客戶在滙澤或任何聯屬公司的任何其他賬戶中扣除此等期權金、佣金、收費和徵費。

- 5.3 The Broker may place limits on the open positions or delivery obligations that the Client may have which will be notified by T G to the Client from time to time.

經紀可對客戶持有的未平倉合約或應履行的交付責任設定限額，此等限額將不時由滙澤通知客戶。

- 5.4 The Client acknowledges that:

客戶知道並承認：

- (1) the Broker may close out Client Contracts to comply with position limits imposed by the Exchange;
經紀可將客戶合約平倉，以遵守聯交所規定的持倉限額；
- (2) if the Broker goes into default, the default procedures of the Exchange may result in Client Contracts being closed out, or replaced by Client Contracts between the Client and another Options Exchange Participant.
若經紀失責，聯交所處理失責行為的程序可能會導致須將客戶合約平倉或以客戶與另一期權交易所參與者訂立的客戶合約予以代替。

- 5.5 On exercise of a Client Contract by or against the Client, the Client shall perform the Client's delivery obligations under the relevant contract, in accordance with the Standard Contract and as notified by T G.

客戶行使或對客戶行使任何客戶合約時，客戶須根據標準合約及按滙澤的通知履行在有關合約項下客戶的交付責任。

- 5.6 The Client acknowledges that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time. The Client may instruct T G to instruct the Broker to override such an "automatically generated exercise instruction" before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

客戶知悉期權系統將於到期日而且只會於到期日自動就在聯交所期權結算所不時規定的百分率或以上的所有價內期權長倉未平倉合約發出行使指示。客戶可根據聯交所期權結算所的結算運作程序於到期日系統終止之前，要求滙澤指示經紀撤銷此一「自動發出的行使指示」。

- 5.7 The Client acknowledges that T G may instruct the Broker, at the Client's request, to replace Client Contracts between T G (on behalf of the Client) and the Broker, in accordance with the Rules, by Client Contracts between T G (on behalf of the Client) and another Options Exchange Participant.

客戶知悉滙澤可按客戶的要求指示經紀根據此等規則以滙澤(代表客戶)及另一期權交易所參與者訂立的客戶合約取代滙澤(代表客戶)及經紀訂立的客戶合約。

6 Risk Disclosure Statement 風險披露聲明

Subject to the provision of Securities and Futures Ordinance and any other applicable laws, rules and regulations, T G may take the opposite position to the order of the Client in relation to any options contract, whether on its own account or on behalf of its other clients, provided that such trade is executed competitively on or through the facilities of the Futures Exchange or any other relevant exchanges in accordance with any applicable rules and regulations.

在證券及期貨條例及任何適用之法律條立規限下，滙澤或會採取與客戶就期權合約發出之買賣指令相反之倉盤(無論其為本身賬戶或代表其他客戶)，只要有關交易按任何適用規則及規例在或經期交所之設施或任何其他相關交易所具競爭力地執行即可。

Risk Disclosure Statement for Options 期權風險披露聲明

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

買賣期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設了備用指示，例如“止蝕”或“限价”等指示，亦未必能夠避免損失。市場情況可能使該指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對其賬戶內任何因此而出現的短欠數額負責。因此，客戶在買賣前應研究及理解期權，以及根據本身的財務狀況及投資目標，仔細考慮這種買賣是否適合。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

Additional Risk Disclosure For Options Trading

- (1) Variable degree of risk
- (2) Terms and conditions of contracts
- (3) Suspension or Restriction of trading and pricing relationships
- (4) Deposited cash and property
- (5) Commission and other charges
- (6) Transactions in other jurisdictions
- (7) Currency risks
- (8) Trading facilities
- (9) Electronic Trading
- (10) Off-exchange Transactions

7. Confirmations 確認

7.1 The Client confirms that:

客戶茲確認:

- (1) the Options Account is operated solely for the Client’s Account and benefit, and not for the benefit of any other person; or
期權賬戶祇為客戶的利益而操作，而非為任何其他人士的利益而操作；或
- (2) the Client has disclosed to T G in writing the name of the person(s) for whose benefit the Options Account is being operated; or
若期權賬戶是為任何其他人士的利益而操作者，客戶已經以書面向滙澤披露該(等)任何人士的姓名/名稱；或
- (3) if relevant, the Client has requested T G to operate the Options Account as an Omnibus Account, and will immediately notify T G, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts
如適用者，客戶已要求滙澤以綜合賬戶的形式操作期權賬戶，並將應要求把在客戶合約擁有最終實益權益的該(等)任何人士的身份通知滙澤。

7.2 The Client confirms that the Client has read, understood and agreed to the terms of this Equity Options Client Agreement and Risk Disclosure Statements, which have been explained to the Client in a language of the Client’s choice (English or Chinese); and the Client was invited to read this Options Client Agreement and Risk Disclosure Statements; to ask questions, and take independent advice if the Client wished.

客戶確認客戶已閱讀，明白及同意本股票期權客戶協議書的條款及風險披露聲明，此等條款及風險披露聲明已用客戶所選擇的語言(英文或中文)向客戶解釋。客戶已獲邀閱讀本期權客戶協議書及風險披露聲明，提出問題及徵求獨立的意見(如客戶有此意願)。

8. General 一般事項

8.1 T G shall provide the Client, upon request, with the product specifications for Options Contracts.

滙澤須按要求向客戶提供有關期權合約的產品說明書。

8.2 T G will notify the Client of material changes in respect of T G’s business which may affect the services T G provides to the Client.

若滙澤的業務發生重大變化，並可能會影響滙澤向客戶提供的服務，滙澤會將有關變化通知客戶。

8.3 The Client agrees to indemnify T G, and T G’s employees and agents, against all losses and expenses resulting from breach of the Client’s obligations under the Options Client Agreement, including costs reasonably incurred in collecting debts from the Client, and in closing the Options Account.

若客戶違反本期權客戶協議書項下客戶的義務而導致任何損失及開支(包括因向客戶追收債項及結束期權賬戶而合理產生的費用)，客戶同意就此等有關損失及開支向滙澤、滙澤的僱員和代理人作出彌償。

8.4 T G will keep information relating to the Client’s Options Account confidential, but may provide such information to the SFC to comply with its requirement or requests for information.

滙澤將會為客戶的期權賬戶的有關資料保密，但可以向證券及期貨事務監察委員會(「證監會」)提供此等資料，以遵守證監會的規定或資料要求。

9. Governing Law and Jurisdiction 適用法律及司法管轄權

9.1 This Options Client Agreement shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and may be enforced in accordance with laws of Hong Kong.

本期權客戶協議書受中華人民共和國香港特別行政區(以下稱「香港」)的法例規限，及據此予以解釋，並且可以根據香港法例強行執行。

9.2 The Client hereby irrevocably submits to the non-exclusive jurisdiction of any court in Hong Kong in any action or proceeding arising out of or relating to this Options Client Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court in Hong Kong, provided that nothing herein shall effect T G’s right to bring any action or proceeding against the Client or the Client’s property in the court of any other jurisdiction.

客戶茲就由於或有關本期權客戶協議書所產生的任何訴訟或法律程序不可撤銷地服從香港的任何法院的非獨家司法管轄權，並且不可撤銷地同意就此等訴訟或法律程序所提出的所有申索均可在上述香港的任何法院進行聆訊及裁決，但本協議書內所載述的條文並不影響滙澤在任何其他司法管轄區的法院對客戶或客戶的財產提起任何訴訟或法律程序的權利。

Schedule 3 – Internet Trading Agreement

附表三 – 網上交易協議書

TERMS AND CONDITIONS FOR T G ONLINE TRADING (“Terms & Conditions”) 滙澤網上交易條款與規章 (「條款與規章」)

This Internet Trading Agreement is supplemental to the Securities Trading Agreement entered into by the Company and the Client whereby the Client’s Account is allowed to conduct online trading at the Client’s request for the Client’s transactions. Where any conflict arises between the Securities Trading Agreement and the provisions of this Internet Trading Agreement, the provisions of the latter shall prevail.

本網上交易協議書是滙澤證券有限公司與客戶簽定的證券交易協議書(以下稱「該證券交易協議書」)的補充文件,據此客戶的賬戶獲准進行網上交易。若該證券交易協議書與本網上交易協議書的條文有任何衝突,概以後者的條文為準。

These Terms & Conditions set out the rights and obligations of T G Securities Limited (“T G”) and the Client, and all relevant persons in connection with the access to and use of T G Online and all other matters in relation to T G Online. These Terms & Conditions shall be legally binding on the Client and all relevant persons if the Client indicates in the Cash Client’s Agreement made between T G and the Client that the Client would like to use T G Online and/or the Client or any person acting or purportedly acting on the Client’s behalf gain(s) access to and/or use(s) T G Online (or any part thereof). The Client should read these Terms & Conditions carefully before so indicating in the Agreement as aforesaid or before access to or use of T G Online and in case of doubt, the Client should consult his/her/its own legal advisors.

此等「條款與規章」訂明「客戶」、「滙澤」及所有相關人等接入及使用 T G Online 及其他關於 T G Online 事宜上之權利及責任。倘「客戶」在與「滙澤」訂立之「現金/保管客戶協議書」註明,其擬使用 T G Online 及/或「客戶」或其他代表或聲稱代表「客戶」之人士接入及/或使用 T G Online(或其任何部份),此等「條款與規章」便對「客戶」及所有相關人等具法律約束效力。「客戶」應小心詳閱此等「條款與規章」,方可如上述在「現金/保管客戶協議書」註明,或接入或使用 T G Online。「客戶」如有任何疑問,應諮詢其個人法律顧問。

1. Interpretation 釋義

In these Terms & Conditions, unless the context requires otherwise, the following words and expressions shall have the following meanings:

於此等「條款與規章」,除非上下文另有規定,否則以下詞語將如下闡釋:

“Access Codes” means together the Password and the User Name (all defined below).

「接入編號」指「密碼」及「用戶名稱」(兩者釋義皆以下文為準)。

“Account” means the Client’s trading account maintained with T G.

「賬戶」指「客戶」於「滙澤」開設之買賣賬戶。

“Agreement” means the Client’s Agreement between T G and the Client as amended from time to time.

「協議書」指訂立之「客戶協議書」及不時生效之修訂本。

“Available Funds” means the remaining positive balance in the Account after excluding (i) those funds for the full discharge of the Client’s liabilities (actual or contingent, present or future, joint or several) owing to T G; and (ii) (if applicable) those funds that may be subject to any mortgage, pledge, charge, lien or any other form of encumbrance or security interest of any kind whatsoever or howsoever arising on or over such funds.

「可用資金」指「賬戶」存有之正數結餘,但並不包括:(i)須全數用作清償「客戶」虧欠「滙澤」負債(實際或或有、現有或未來、聯名或個人債務亦然)所需之資金;及(ii)(如適用者)可能受制於任何按揭、質押、押記、留置權或任何其他產權負擔或擔保權益之資金。

“Available Securities” means the securities of which the Client is the sole beneficial owner and which are available in the Account free from any mortgage, pledge, charge, lien or any other form of encumbrance or security interest of any kind whatsoever or howsoever arising on or over such securities/futures contract.

「可用證券」指「客戶」獨自實益擁有而存於「賬戶」可供使用之證券,並且乃不帶任何按揭、質押、押記、留置權或任何其他產權負擔,或擔保權益。

“Client” means the person(s) described as Client at the beginning of the Agreement.

「客戶」指「協議書」首頁註明為「客戶」之人士(人等)。

“Clearing House” means the Hong Kong Securities Clearing Company Limited or the HKFE Clearing Corporation Limited.

「結算行」指香港中央結算有限公司。

“Contents” means the contents of T G Online (defined below) including, without limitation, the data, information, tradenames, logos, designs, marks shown thereon.

「內容」指在 T G Online(釋義以下文為準)之內容,包括但不限於在 T G Online 出現之數據、資料、商名、標誌、設計、商標。

“T G” means T G Securities Limited.

「滙澤」指滙澤證券有限公司。

“Exchange” means The Stock Exchange of Hong Kong Limited or The Hong Kong Futures Exchange Limited.

「聯交所」指香港聯合交易所有限公司。

「期交所」指香港期貨交易所有限公司。

“General Conditions” means General Conditions issued by T G and as amended from time to time.

「一般條款」指「滙澤」發出之「一般條款」及不時生效之修訂本。

“Group” means the group of companies of T G and “group of companies” shall have the same meaning as defined in section 2 of the Companies Ordinance (Cap.32 of the laws of Hong Kong).

「集團」指「滙澤」屬下之公司集團。「公司集團」之釋義將以《公司條例》(香港法律第 32 章)第 2 條之詮釋為準。

“Hong Kong” means Hong Kong Special Administrative Region of the People’s Republic of China.

「香港」指中華人民共和國香港特別行政區。

“**Internet Trading Policy**” means the policy relating to the use and operation of T G Online as amended from time to time.

「網上交易政策」指關於使用及操作 T G Online 之政策及不時生效之修訂本。

“**Instructions**” or “**Instruction**” means instructions or instruction for the buying or selling of or otherwise dealing in any securities/futures contracts or instructions or instruction concerning the operation of the Account or dealing with any monies or property therein or deposited by the Client with T G or of the Client in the possession or control of T G or any member of the Group.

「指示」指買賣或以其他方式交易任何證券/期貨合約之指示，或關於操作「賬戶」或處理「客戶」存於「賬戶」或「滙澤」之任何款項或財產之指示，或關乎處理由「滙澤」或「集團」屬下任何機構佔管或控制的「客戶」款項或財產之指示。

“**Mail Services**” means the secure electronic messaging facility available as part of T G Online for the delivery and receipt of confirmations, statements, notifications and other notices and communication.

「郵件服務」指屬於 T G Online 一部份之保安電子訊息設施，可供收發確認書、結單、通知書及其他通知及通訊。

“**Other Markets**” means markets or exchanges other than those operated by the Exchange.

「其他市場」指並非「聯交所」/「期交所」營運之其他市場或交易所。

“**Password**” means the Client’s personal password used in conjunction with the User Name to gain access to T G Online Trading Platform and the Mail Services.

「密碼」指「客戶」之個人密碼，與「用戶名稱」一併使用，以接入「T G Online 交易平台」及「郵件服務」。

“**Securities/Futures Contract**” has the same meaning as defined in section 2 of the Securities and futures Ordinance (Cap. 571 of the laws of Hong Kong).

「證券/期貨合約」指《證券及期貨條例》(香港法律第 571 章)第 2 條釋定之證券及期貨合約。

“**Trading Document**” means together the Agreement, these Terms & Conditions and the General Conditions.

「交易文件」統指「協議書」、此等「條款與規章」及「一般條款」。

“**SFC**” means the Securities and Futures Commission.

「證監會」指證券及期貨事務監察委員會。

“**Software**” means any software (if any), which T G provides to the Client as part of T G Online including updates.

「軟件」指「滙澤」向「客戶」提供作為 T G Online 一部份之任何軟件(如有者)，包括軟件更新版本。

“**T G Online**” means the on-line electronic services provided by T G or through T G by T G’s appointed third party providers under the Trading Document (defined below) comprising T G Online’s website/T G’s website, T G Online Trading Platform (defined below), the Mail Services (defined below), the Contents and the software comprised in them.

T G Online 指根據「交易文件」(釋義以下文為準)由「滙澤」提供或由其委任第三方服務供應商透過「滙澤」提供之網上買賣及資訊服務，包括 T G Online 網站/「滙澤」網站、「T G Online 交易平台」(釋義以下文為準)、「郵件服務」(釋義以下文為準)、「內容」及以上各項包含的軟件。

“**T G Online Trading Platform**” means the facility that enables the Client and Users (defined below) to give electronic Instructions (defined below) and receive the information services.

「T G Online 交易平台」指供「客戶」及「用戶」(釋義以下文為準)發出電子指示(釋義以下文為準)及接收資訊服務之設施。

“**T G Online User Manual**” means the manual relating to the use and operation of T G Online Trading Platform as amended from time to time.

「T G Online 用戶手冊」指關於使用及操作「T G Online 交易平台」之手冊及不時生效之修訂本。

“**Terms & Conditions**” means these Terms and Conditions for T G Online as amended from time to time.

「條款與規章」指此等「T G Online 條款與規章」及不時生效之修訂本。

“**Transactions**” or “**Transaction**” means transactions or transaction in securities/futures contracts which T G effects for and on the Client’s behalf and on the Client’s or any User’s Instructions.

「交易」指「滙澤」代表「客戶」及根據「客戶」或任何「用戶」之指示執行之證券/期貨合約交易。

“**Users**” or “**User**” means the natural persons or person listed in Schedule A hereto and such other natural persons nominated by the Client to give Instructions on the Client’s behalf and enter into Transactions, all through T G Online Trading Platform and the Mail Services.

「用戶」指本文附錄 A 註明之一名或若干名自然人及「客戶」提名代其透過「T G Online 交易平台」及「郵件服務」發出指示及訂立「交易」之其他自然人。

“**User Name**” means the Client’s personal identification used in conjunction with the Password to gain access to T G Online Trading Platform and the Mail Services.

「用戶名稱」指「客戶」與「密碼」一併使用以接入「T G Online 交易平台」及「郵件服務」之個人識別名稱。

2. T G Online

Description of T G Online T G Online 之說明

2.1 The Client hereby acknowledges that:

- (a) T G Online Trading Platform is a semi-automated facility that enables the Client and Users to send electronic Instructions and receive information services; and
- (b) except for those information provided and to be provided by T G which is and will be so indicated in the Contents and the tradename and trademark of “T G Online” which are solely owned by T G, the functionalities of T G Online and data and information shown on it are provided or owned by third party providers and are thus beyond the control of T G.

「客戶」現確認：

- (a) 「T G Online 交易平台」乃半自動化設施，可讓「客戶」及「用戶」發出電子指示及接收資訊服務；及

- (b) 除「滙澤」提供及將會提供並於「內容」如此顯示之資料及「滙澤」獨自擁有之 T G Online 之商名及商標外，T G Online 之功能及其登載之數據及資訊乃由第三方供應商提供或擁有，因此不受「滙澤」控制。

Use of T G Online 使用 T G Online

2.2 The Client hereby agrees:

- (a) to gain access to and use T G Online in accordance with the terms of the Trading Document and Internet Trading Policy; and
- (b) to comply with all laws and regulations which apply to the access to and use of T G Online and which apply to Instructions given and Transactions entered into through T G Online Trading Platform and the Mail Services.

「客戶」現同意：

- (a) 遵照「交易文件」及「網上交易政策」之條款接入及使用 T G Online；及
- (b) 遵從所有適用於接入及使用 T G Online 以及適用於透過「T G Online 交易平台」及「郵件服務」所發出之「指示」及執行之「交易」之所有法律及規例。

2.3 The Client warrants and undertakes to ensure that the Users shall comply with the obligations set out in Clause 2.2.

「客戶」保證及承諾會確保「用戶」履行第 2.2 條訂明之責任。

2.4 The Client and the Users shall be the only authorised users of T G Online Trading Platform and the Mail Services under the Account. Until T G is notified to the contrary by the Client in writing, T G shall be entitled to assume that any of the Users has full and unrestricted authority and power to give Instructions on the Client's behalf and enter into Transactions. The Client shall be responsible for the confidentiality and use of the Access Codes. The Client shall be solely responsible for all Instructions entered through T G Online Trading Platform and Mail Services using the Access Codes (notwithstanding that any such Instructions may not have been actually given by the Client or the Users) and shall be bound by all such Instructions. Password may be changed from time to time in accordance with the directions shown on T G Online Trading Platform and thus the Access Codes will be changed correspondingly. The change of the Access Codes shall not affect any Instruction or Transaction given, effected or entered into or any right or obligation of any party to the Trading Document existing or accrued before the change. The Trading Document shall equally apply to Instructions and Transactions given, effected or entered into by using the new Access Codes and shall continue to apply in all respects after the change.

If the Client encounters any problem of gaining access to T G Online Trading Platform, he should immediately notify T G of the problem. He should ensure the Users to give such notification immediately when any of them, at any time, encounters any problem of gaining access to T G Online Trading Platform. Then the Client or any User may give Instructions orally by telephone. When the Client or any User gives Instructions by telephone, he must quote the Account's name, number or other forms of identification as T G may from time to time designate. The Client shall be bound by all Instructions by telephone given as aforesaid notwithstanding that any such Instructions may not have been actually given by the Client or the Users.

Unless T G expressly agrees otherwise, all Instructions given as described in these Terms & Conditions shall be irrevocable notwithstanding that any such Instructions may not have been actually given by the Client or the Users but, without prejudice to T G's right to decline to accept any such Instructions, all such Instructions shall only be effective upon actual receipt by T G. T G shall be entitled to rely and act on any such Instructions and shall not be under any duty to verify the authenticity of such Instructions, their completeness or accuracy or the identity of the persons giving them. And the Client hereby agrees to indemnify and hold T G fully indemnified from and against any losses, costs and expenses (including legal costs) and liabilities of any nature whatsoever reasonably suffered or incurred by T G in reliance on such Instructions.

「客戶」及「用戶」乃唯一獲授權透過「賬戶」使用「T G Online 交易平台」及「郵件服務」的人士。「滙澤」有權假設任何「用戶」均擁有全權及不受限制權力及權限代表「客戶」發出「指示」及執行「交易」，直至「滙澤」接獲「客戶」提出相反意向之書面通知為止。「客戶」應負責「接入編號」之保密及使用，此外並需就所有使用「接入編號」透過「T G Online 交易平台」及「郵件服務」而執行之「指示」承擔全責(儘管任何此等「指示」並非實際由「客戶」或「用戶」發出亦然)，並且受所有此等「指示」約束。「客戶」可不時按照「T G Online 交易平台」登載之指示更改「密碼」，而此「接入編號」亦會相應更改。更改「接入編號」不會影響已發出、執行或訂立之「指示」或「交易」，亦不會影響「交易文件」任何立約方於更改「接入編號」前已有或應計之權利或責任。「交易文件」將同樣適用於使用新「接入編號」發出、執行或訂立之「指示」及「交易」，並且在「接入編號」更改後繼續全面生效。

「客戶」接入「T G Online 交易平台」時如遇到任何困難，應即時通知「滙澤」。「客戶」並確保，倘任何「用戶」於任何時間接入「T G Online 交易平台」時遇到任何困難，「用戶」亦會即時通知「滙澤」。於該情況下，「客戶」或「用戶」可透過電話發出口頭指示。「客戶」或「用戶」發出電話口頭指示時，必須提報「賬戶」名稱、號碼或「滙澤」不時指定之其他形式識別資料。所有上述電話口頭指示均對「客戶」具約束效力，儘管任何此等「指示」並非實際由「客戶」或「用戶」發出亦然。

除非「滙澤」另明確同意，否則所有此等「條款與規章」所載之「指示」一律不可撤回，儘管「指示」實際上並非由「客戶」或「用戶」發出亦然。惟茲以無損「滙澤」拒絕執行任何「指示」之權利為原則，所有「指示」均需待至「滙澤」確實接獲後方始生效。「滙澤」有權信賴及執行任何此等「指示」，而無須負責核實「指示」的真偽、完整性或發出「指示」人士的身份。再者，「客戶」現同意，如「滙澤」因信賴此等「指示」而合理地招致或蒙受任何性質之損失、費用及開支(包括法律費用)及責任，「客戶」將向「滙澤」作出全面彌償，並確保其免責。

2.5 The Client hereby acknowledges that: 「客戶」現確認：

- (a) except otherwise stated in these Terms & Conditions, all titles, rights (including, without limitation, copyright and other intellectual property rights) benefits and interest in, to, of and arising from T G Online and other materials (if any) supplied to the Client by T G are owned by T G and other third party providers appointed by T G to provide parts of T G Online; and 除此等「條款與規章」另有訂明外，所有屬於 T G Online、「滙澤」向「客戶」提供之其他物料(如有者)或由此產生之產權、權利(包括但不限於版權及其他知識產權)、利益及權益，一律屬於「滙澤」及其委任提供部份 T G Online 服務之第三方供應商所有；及
- (b) Software and certain software comprised in T G Online are licensed to T G by their respective owners on a non-transferrable basis for use only in relation to T G Online. Thus, the Client hereby warrants and undertakes that he and the Users shall not, and shall not attempt to (and that he and the Users shall not and shall not attempt to permit or assist any other person to):
- (i) tamper with, modify, decompile, reverse engineer, or otherwise alter in any way, or to gain unauthorised access to, or make unauthorised use of, T G Online, the Software, or the aforesaid materials or any part of the foregoing; and
- (ii) transfer, license, assign, share, rent, lease or copy T G Online, the Software, or the aforesaid materials or any part of the foregoing.
- 「軟件」及 T G Online 包含之某些軟件乃有關之所有人以不可轉讓方式授予「滙澤」使用許可權，並只可用於 T G Online。因此，「客戶」現保證及承諾，其本身及「用戶」均不會亦不嘗試(而其本身及「用戶」均不會亦不嘗試允許或協助任何其他人士)作出以下行為：
- (i) 竄改、改裝、解拆、逆改設計或以其他方式更改或未經許可接入或使用 T G Online、「軟件」或前述物料或以上各項其中任何部份；及
- (ii) 轉讓、准許、出讓、共用、出租、租賃或複製 T G Online、「軟件」或前述物料或以上各項其中任何部份。

The Client hereby agrees that if the Client or any User at any time breaches any of the abovementioned warranties and undertakings or if T G at any time reasonably suspects that the Client or any User has breached the same, T G shall, without prejudice and in addition to all other rights, powers and remedies available to T G under the Trading Document and under the laws, be entitled to immediately end the Client's and Users' use of T G Online Trading Platform and the Mail Services but without notice to the Client and the Users and the Client further acknowledges that T G may take legal action against the Client.

Further, the Client shall indemnify T G against any losses, costs, damages, expenses, demands and claims which result in any way from the breach of any of the abovementioned warranties and undertaking or arise in any way from the Client's or any User's use of or otherwise dealing with T G Online, the Software, or the materials (if any) supplied to the Client by T G or any part of the foregoing.

The Client hereby further undertakes to (and covenants that the Users shall) (a) notify T G immediately if the Client or any User becomes aware that any of the actions described in this Clause 2.5(i) and (ii) is being perpetrated by any other person and (b) give such reasonable assistance and information as T G may request in order to enable T G to take appropriate action.

The Client hereby acknowledges that T G makes no representation, warranty or guarantee as to the completeness, timeliness, correctness or accuracy of T G Online, the Software, and the materials (if any) supplied to the Client. T G Online, the Software, and the said materials are supplied "as is" without any warranty of any kind, express or implied. T G assumes no liability for the consequences of any use or misuse of T G Online, the Software, or the said materials. Except as expressly stated in these Terms & Conditions, T G disclaims all promises, representations and warranties with respect to T G Online, the Software, and the said materials, including, without limitation, their respective merchantability or fitness for any particular purpose.

「客戶」現同意，倘「客戶」或任何「用戶」於任何時間違反以上任何保證及承諾，又或「滙澤」於任何時間有理由懷疑「客戶」或任何「用戶」已違反任何此等保證及承諾，則茲以無損及附加於「交易文件」訂明及法律規定「滙澤」享有之所有其他權利、權力及補償權為原則，「滙澤」有權無須另行通知，即時終止「客戶」及「用戶」使用「T G Online 交易平台」及「郵件服務」。此外，「客戶」並確認，「滙澤」可就此向其採取法律行動。

再者，倘因「客戶」違反以上任何保證及承諾，或因「客戶」或任何「用戶」使用或以其他方式處置 T G Online、「軟件」或「滙澤」向「客戶」所提供物料(如有者)或以上各項其中任何部份，以致「滙澤」招致任何損失、費用、損害、開支、需索及索償，「客戶」將向「滙澤」作出彌償。

「客戶」並且承諾：(a)倘「客戶」或「用戶」得悉任何其他人作出第 2.5(i) 及 2.5(ii) 條所載事件，須即時通知「滙澤」；及(b)按「滙澤」要求提供合理協助及資訊，使「滙澤」能採取適當行動。「客戶」同時承諾「用戶」亦須作以上行為。

「客戶」現確認，「滙澤」並無聲明、承諾或保證 T G Online、「軟件」及其向「客戶」所提供之物料(如有者)乃完整、合時、正確或準確。T G Online、「軟件」及上述物料乃以「現成」形式提供，並無任何性質明確或暗示之保證。「滙澤」不會就任何人使用或濫用 T G Online、「軟件」及上述物料所引起的後果負責。除非此等「條款與規章」另有明確指定，否則「滙澤」不承認負責所有關於 T G Online、「軟件」及上述物料之應允、聲明及保證，其中包括但不限於 T G Online、「軟件」及上述物料之可售性及是否適合作特別用途的應允、聲明及保證。

- 2.6 The Client further acknowledges and agrees that, as a condition of using T G Online, the Client shall immediately notify T G if (a) an Instruction in respect of the Account has been placed through T G Online Trading Platform and the Client/User has not received an order reference number; (b) an Instruction in respect of the Account has been placed through T G Online Trading Platform or the Mail Services and the Client/User has not received an accurate confirmation of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) the Client/User has received confirmation (whether by hard copy, electronic or verbal means) of a Transaction which the Client/User did not instruct or any similar conflict; or (d) the Client becomes aware or suspects that there has been or is unauthorised access to or use of T G Online (or any part thereof) or that the Access Codes have been or may be disclosed, misused or lost. Neither T G nor any of its directors, officers, employees or agents shall have any liability whatsoever to the Client or to any other person for any claims, loss or damages with respect to the handling, mishandling or loss of any Instruction given upon or during the occurrence of any of the foregoing events. And the Client shall fully indemnify T G for all losses, liabilities, costs and expenses which T G may reasonably suffer or incur as a result of T G handling, mishandling or loss of any such Instruction. Further, the Client shall give T G such reasonable assistance and information as T G may request in connection with any such event in order to enable T G to take appropriate action.

「客戶」並且確認及同意，作為其使用 T G Online 之一項條件乃在下列情況下須即時通知「滙澤」：(a)已透過「T G Online 交易平台」發出關於「賬戶」的一項「指示」，但「客戶」/「用戶」並未接獲指令備考號碼；(b)已透過「T G Online 交易平台」或「郵件服務」發出關於「賬戶」的一項「指示」，但「客戶」並未接獲準確之確認該項「指示」或確認執行該項「指示」(不論以書面、電子或口頭作確認)；(c)「客戶」/「用戶」接獲並非其指示執行之「交易」確認通知(不論以書面、電子或口頭作確認)或發生其他同類爭議事件；或(d)「客戶」獲悉或懷疑何人士曾經或現正未經許可接入或使用 T G Online (或其任何部份)，又或「接入編號」經已或可能外洩、濫用或遺失。如於前述事件或在事件過程中，因為處理、不當地處理或遺失任何指示而令「客戶」或任何人士招致索償損失或損害，「滙澤」或其任何董事、高級行政人員、僱員或代理均無須承擔任何責任。再者，如「滙澤」因處理、不當地處理或遺失任何此等「指示」而令「滙澤」合理地蒙受或招致之所有損失、責任、費用及開支一律由「客戶」全數償付及承責。此外，「客戶」需按「滙澤」要求就任何上述事件提供合理協助及資訊，使「滙澤」能採取適當行動。

- 2.7 The Client understands that the Internet Trading Policy may be posted on the Contents and the Client and the Users shall comply with the terms of it. T G Online User Manual shall form part of the Internet Trading Policy. In the event of inconsistencies between the Trading Document and the Internet Trading Policy, the Trading Document shall prevail.

「客戶」了解「網上交易政策」可登載於「內容」上，而「客戶」及「用戶」必須遵從有關條款。「T G Online 用戶手冊」乃「網上交易政策」之一部份。如「交易文件」與「網上交易政策」之條文互相抵觸，概以「交易文件」為準。

- 2.8(a) The Client acknowledges that the real-time quote services available as part of T G Online is provided by third party providers appointed by T G from time to time. The Client hereby authorises T G to debit for each calendar month such amount as may be set by T G from time to time from the Account as soon as practicable following the end of each calendar month for the use of the real-time quote services provided by such third party providers.

「客戶」確認，T G Online 之實時報價服務乃由「滙澤」不時委任之第三方服務供應商提供。「客戶」現授權「滙澤」可於每個公曆月終結後盡快從「賬戶」扣支其不時釐定金額之款項，以作為第三方提供實時報價服務之每個公曆月服務費。

- 2.8(b) The Client acknowledges and agrees that any news, research, commentary or other data or information issued through T G Online or posted on the Contents will not constitute any advice, representation or recommendation of any nature and will not be meant to be relied on by the Client or any User.

「客戶」確認及同意，任何透過 T G Online 發放或於「內容」登載之消息、研究、評論或其他數據或資訊並非任何性質之指導意見、聲明或建議，亦不示意「客戶」或任何「用戶」可依賴此等指導意見、聲明或建議。

- 2.8(c) The Client acknowledges and agrees that T G shall not be responsible to the Client or any other person for any losses, costs, expenses, damages or claims which the Client may suffer or incur as a result of or in connection with the Client's or any User's reliance on any of the news, research, commentary, data and information abovementioned in Clause 2.8(b) and/or as a result of or in connection with any aspect of any such real-time quote service including, without limitation, the Client's or any User's reliance on any such quote service and/or the information and/or data disseminated from it.

「客戶」確認及同意，如「客戶」或任何「用戶」因信賴第 2.8(b) 條所載之消息、研究、評論或其他數據或資訊，及/或因為或鑒於實時報價服務任何一方面(其中包括但不限於「客戶」或任何「用戶」信賴實時報價服務所發放之報價服務及/或資訊及/或數據)而招致任何損失、費用、開支、損害或索償，「滙澤」概不承責。

- 2.9 T G will keep computer records of the on-line communications between T G and the Client and between T G and the Users, including, without limitation, the Instructions and T G's responses, and the times of these communications. Further, T G shall be entitled to use telephone recording procedures in connection with receiving the telephonic Instructions and other communications by telephone. All the aforesaid computer and telephone records will as against the Client be conclusive of the Instructions and communications so recorded.

「滙澤」將記存其與「客戶」及「用戶」之間所有網上通訊之電腦記錄，其中包括但不限於各「指示」及「滙澤」之回應以及通訊之時間。「滙澤」有權在接聽電話「指示」及其他電話通訊時使用電話錄音程序。對「客戶」而言，所有前述之電腦記錄及電話錄音均為其載錄之「指示」及通訊的終論證據。

- 2.10 The Client hereby acknowledges and agrees that: 「客戶」現確認及同意：

(a) T G may develop, add to or change T G Online from time to time.

「滙澤」可不時發展、新增或更改 T G Online；

(b) T G reserves the right to change, from time to time, these Terms & Conditions and/or the Internet Trading Policy. Unless T G believes that there may be or may have been misuse of or unauthorised access to any part of T G Online, T G will inform the Client at least 2 months in advance of any such change. The Client's or any User's continued use of or access to T G Online (or any part thereof) after such change shall mean the Client's acceptance of such change. If the Client does not accept such change, T G shall (without notice to the Client and Users and without liability to the Client or any

person and at any time) be entitled to end the Client's and Users' access to and use of T G Online Trading Platform and the Mail Services.

「滙澤」保留權利不時修訂此等「條款與規章」及/或「網上交易政策」。除非「滙澤」相信可能或可能曾經有任何人士濫用或未經許可接入 T G Online 之任何部份，否則「滙澤」修改「條款與規章」及/或「網上交易政策」之前，最少會給予「客戶」兩(2)個月事前通知。「客戶」或任何「用戶」在條款修訂後繼續使用 T G Online(或其任何部份)，即表示接受修訂條文。如「客戶」不接受修訂條文，「滙澤」有權終止「客戶」及「用戶」接入及使用「T G Online 交易平台」及「郵件服務」之權利而無須通知「客戶」及「用戶」，並且時刻均無須向「客戶」或任何人士承責。

(c) T G may use information and knowledge gained in connection with T G Online in developing T G Online and other products.

「滙澤」可使用透過 T G Online 獲取的資訊及知識發展 T G Online 及其他產品。

(d) If T G provides additional or modified facilities, services or software which are accepted by the Client, the Client agrees to be bound by these Terms & Conditions in relation to them and, in addition, by any other relevant terms and conditions which T G shall advise the Client in writing.

倘「滙澤」提供獲得「客戶」接受之額外或改良設施、服務或「軟件」，「客戶」同意就此受此等「條款與規章」約束，同時亦受「滙澤」以書面通知「客戶」之其他有關條款與規章約束。

2.11 The Client acknowledges that the Exchange, exchanges or associations of Other Markets and other market data providers each asserts a proprietary interest in all of the market data, messages and other market information it furnishes to the parties disseminate such data, messages and information. The Client also acknowledges that no party guarantees the fairness, timeliness, sequence, accuracy, adequacy or completeness of any such market data, message or market information. Neither T G nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, incompleteness, error or delay in or omission from or delay or failure in transmission of any such data, message or information due to any force majeure event, or any other cause beyond the reasonable control of T G or any disseminating party or even due to any negligent act of T G or any disseminating party. The Client shall use such data, message and information for his individual use only and shall not furnish any such data, message or information to any other person for any reason and shall not use such data, message and information for any illegal purpose.

「客戶」確認「聯交所」、「期交所」和「其他市場」之交易所或協會及其他市場資訊供應商各自擁有其向資訊發放者供應之市場數據、消息及其他市場資訊的所有權益。此外，「客戶」並確認，任何一方亦不能擔保此等市場數據、消息及其他市場資訊乃公平、合時、順序、準確、恰當、充份或完整。因任何不可抗力或任何其他不受「滙澤」合理地控制的原因或甚至因任何「滙澤」或發送方之疏忽行為而導致任何此等數據、消息或資訊有任何不準確或不完整之處或有任何錯誤、延遲或遺漏或被延遲傳送或傳送失敗並因此引致或造成任何損失或損害，「滙澤」或任何發放方均不會就此承擔責任。上述數據、消息或資訊只供「客戶」個人使用，「客戶」不得鑒於任何理由向其他人士提供此等數據、消息或資訊，並且不可作非法用途。

2.12 (a) The Client should at his own cost set up and/or make available computer systems (including hardware, software and all related devices) for himself and the Users to gain access to and use T G Online. The Client should ensure the lawful use of the said computer system. The Client and T G each will take reasonable measures to prevent data corrupting or software corrupting devices entering the other's computer systems (including all hardware, software and all related devices). Subject to this, the Client and T G each acknowledges that it is their respective responsibility to prevent any such devices entering the computer systems (including hardware, software and all related devices) they respectively use.

「客戶」應自費設立及/或提供電腦系統(包括硬件、軟件及所有相關裝置)，以便本身及各「用戶」接入及使用 T G Online。「客戶」並應確保各使用人依法使用上述之電腦系統。「客戶」及「滙澤」雙方均需採取合理措施防止破壞數據或軟件的裝置入侵電腦系統(包括所有硬件、軟件及所有相關裝置)。茲以遵從上述規定為原則，「客戶」及「滙澤」各自確認其有責任防止任何上述裝置入侵其使用之電腦系統(包括所有硬件、軟件及所有相關裝置)。

(b) As the access to T G Online is through Internet, a public system which T G has no control, it is the Client's sole responsibility to prevent any computer virus or harmful component from entering the systems (including hardware, software and all related devices) the Client and/or the Users use for access to and/or use of T G Online.

由於使用者乃透過互聯網接入 T G Online，而互聯網乃「滙澤」無法控制之公共網絡系統，因此「客戶」必須承擔全責預防電腦病毒或有害元件入侵「客戶」及/或「用戶」接入及/或使用 T G Online 之電腦系統(包括所有硬件、軟件及所有相關裝置)。

2.13 (a) **The Client hereby acknowledges that the Internet is, due to its unpredictable traffic congestion, its public nature and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of T G and other members of the Group. The Client hereby acknowledges that, as a result of such unreliability, there may be delays or failures in the transmission and receipt of Instructions and other data and information and/or there may be incorrect data transmission of Instructions and other data and information. Thus it may result in delays or failures in the execution of Instructions and/or result in the execution of Instructions at prices different from those prevailing at the time the Instructions were given and/or execution not in accordance with the Instructions. Further, the Client acknowledges that as a result of the unreliability of the Internet, it may be difficult to keep confidentiality of information or data (in part or in whole) or even there may be loss of information or data (in part or in whole). T G and other members of the Group shall not be under any obligations or liabilities whatsoever to the Client arising out of any delay or failure to enter into or effect any Transactions or to carry out any of the Client's and the Users' Instructions (in whole or in part) or arising out of the execution of Instructions at prices different from those prevailing at the time the Instructions were given or execution not in accordance with the Instructions or arising out of any loss of or loss of confidentiality of any data or information (in part or in whole). The Client further acknowledges and agrees that there are risks of misunderstanding or errors in any communication and such risks shall be absolutely borne by the Client. The Client hereby acknowledges and agrees that it shall not usually be possible to cancel an Instruction after it has been given.**

「客戶」現確認，互聯網的資訊流量繁重，時有不可預計之堵塞情況，而且屬於公開網絡，再加上其他因素，因此本質上就是不可靠之通訊媒體，而「滙澤」及「集團」其他機構均無法控制這項不可靠因素。「客戶」現確認，由於互聯網不可靠，因此發送及接收「指示」及其他數據及資訊時可能出現延誤或故障，及/或發生「指示」及其他數據與資訊傳輸不正確之情況，以致執行「指示」時出現延遲或失誤及/或並非以發出「指示」當時價格執行「指示」及/或不按照「指示」執行交易。此外，「客戶」並確認由於互聯網不可靠，因此資訊或數據(全部或部份)有時難以保密，又或甚至遺失資訊或數據(全部或部份)。倘有延遲或不能訂立或實現任何「交易」或執行「客戶」及「用戶」之任何「指示」(全部或部份)，又或並未以發出「指示」當時價格執行「指示」，或不按照「指示」執行交易，或遺失或未能保密任何數據與資訊(全部或部份)，「滙澤」及「集團」其他機構概不就向「客戶」承擔任何責任或義務。再者，「客戶」現確認及同意任何通訊均存在誤解或錯誤的風險，而所有此等風險絕對由「客戶」自負。「客戶」現確認及同意「指示」一旦發出，一般不能取消。

(b) **The Client hereby confirms that he has fully understood the risks related to the use of the Internet for trading and communication purposes. That notwithstanding, the Client hereby expressly consents to use the Internet for trading securities/futures contract and communications as allowed under the Trading Document and the Internet Trading Policy.**

「客戶」現確認其透徹了解使用互聯網進行交易及通訊的有關風險，而儘管如此，「客戶」現仍明確同意按照「交易文件」及「網上交易政策」的規定使用互聯網買賣證券/期貨合約及進行通訊。

3. Deposits, Withdrawals and Transfers to and from the Account 「賬戶」存款、提款及轉賬

Deposits to the Account 「賬戶」存款

3.1 In respect of deposits or transfers of funds into the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a cash deposit form accessible through T G Online Trading Platform and arrange for the transfer of funds in the amount specified in the said cash deposit form. No cash will be accepted by T G and the Client should not submit cash in any circumstances. The Client acknowledges that the Account will not be credited with such amount until the actual receipt by T G of such amount in full and in cleared funds (without any deduction of whatsoever nature).

「客戶」或「用戶」每次透過 T G Online 存款或轉賬到「賬戶」，必須填妥可在「T G Online 交易平台」存取之網上現金存款表格，藉以發出「指示」，以安排將上述表格註明金額之資金轉賬。「滙澤」概不接受現金存款或轉賬，於任何情況下「客戶」均不應交付現金。「客戶」現確認，「滙澤」將待至全數收訖該金額之結清款項(沒有任何性質的扣除)後，方會按該金額入賬予「客戶」「賬戶」。

3.2 In respect of deposits or transfers of securities into the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a stock deposit form accessible through T G Online Trading Platform and must, at the sole risk and expense of the Client, arrange for the delivery or transfer to T G of the securities specified in the said stock deposit form. The Client acknowledges that such

securities will not be credited to the Account until the actual receipt by T G of the same in full (without any deduction of whatsoever nature). The Client further acknowledges that, where securities are to be transferred to T G, the Client shall be responsible for instructing their transfer from the transferring party to T G. And the Client acknowledges that he shall be solely responsible for the transfer, handling and custodial fees and charges incurred in relation to each deposit or transfer of securities into the Account.

「客戶」或「用戶」每次透過 T G Online 將證券存入或過戶至「賬戶」，必須填妥可在「T G Online 交易平台」存取之網上證券存倉表格，藉以發出「指示」，以便以「客戶」自負風險及費用的情況下安排將上述表格註明之證券交付或過戶至「滙澤」。「客戶」現確認，「滙澤」將待至全數收訖該等證券（沒有任何性質的扣除）後，方會悉數入賬「客戶」「賬戶」。再者，「客戶」亦確認當證券將過戶予「滙澤」，「客戶」將負責指示轉讓方將證券過戶予「滙澤」。此外，「客戶」確認將獨自承擔所有因存倉或過戶證券至「賬戶」而招致的過戶、手續及保管人費用及收費。

Withdrawals from the Account 「賬戶」提款

3.3 For withdrawals or transfers of funds from the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a cash withdrawal form accessible through T G Online Trading Platform. Subject to the condition that the Available Funds should exceed the amount specified in the said cash withdrawal form, T G will either issue a cheque to the Client or transfer such amount telegraphically to the Client's bank account nominated for the purpose, as the Client shall request. The Client acknowledges that there will be a charge in connection with the telegraphic transfer of funds. Further, the Client acknowledges that a cash withdrawal form received by T G after 12:00pm (Hong Kong time) on any business day in Hong Kong will not be acted upon until the next business day in Hong Kong.

「客戶」或「用戶」每次透過 T G Online 從「賬戶」提款或轉賬資金，必須填妥可在「T G Online 交易平台」存取之網上現金提款表格，藉以發出「指示」。在符合「賬戶」之「可用資金」必須多於上述現金提款表格所註明金額之條件下，「滙澤」將按「客戶」要求，向「客戶」簽發支票或以電匯方式將資金轉至「客戶」指定之銀行賬戶。「客戶」現確認，「滙澤」可就電匯資金收取手續費。再者，「客戶」現確認，「滙澤」在任何香港營業日下午 12:00 時(香港時間)後接獲之現金提取表格將於下個香港營業日辦理。

3.4 For withdrawals or transfers of securities from the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a stock withdrawal form accessible through T G Online Trading Platform. Subject to the condition that the quantity of the types of the securities intended to be withdrawn or transferred should be less than the quantity of such types of Available Securities, T G will, at the sole risk and expense of the Client, arrange for the delivery to the Client or the transfer to a third party (as the Client shall request) of the securities described in the said stock withdrawal form. The Client shall be solely responsible for instructing a third party to receive the securities contracts transferred from T G. The Client acknowledges that he shall be solely responsible for the transfer and handling fees and charges incurred in relation to each withdrawal or transfer of securities from the Account. The Client further acknowledges that he will receive the securities specified in the said stock withdrawal form within a reasonable period of time. Further, the Client acknowledges that a stock withdrawal form received by T G after 12:00pm (Hong Kong time) on any business day in Hong Kong will not be acted upon until the next business day in Hong Kong.

「客戶」或「用戶」每次透過 T G Online 從「賬戶」提取或過戶證券，必須填妥可在「T G Online 交易平台」存取之網上證券提取表格，藉以發出「指示」。在符合擬提用或過戶之證券必須少於「賬戶」該類「可用證券」之數額之條件下，「滙澤」會但由「客戶」自負風險及費用，安排將上述證券提取表格註明之證券交付予「客戶」或過戶予第三方(以遵照「客戶」要求)。「客戶」須獨自負責指示第三方接收「滙澤」過戶之證券。「客戶」現確認會獨自承擔因從「賬戶」提取或過戶證券而招致之所有過戶、手續及保管人費用及收費，此外並確認會在合理期限內收妥上述證券提取表格註明之證券。再者，「客戶」現確認，「滙澤」在任何香港營業日下午 12:00 時(香港時間)後接獲之證券提取表格將於下個香港營業日辦理。

Transfers among the Account and other accounts 「賬戶」與其他賬戶之間轉賬

3.5 The Client may unconditionally and irrevocably authorise and give Instructions to T G at any time to transfer any amount of funds and/or any quantity of any securities in the Account to any of the Client's accounts maintained with T G or any other member of the Group by the Client or any User completing on-line a cash/stock deposit/withdrawal form (as the case may be) accessible through T G Online Trading Platform or by notice to T G in writing. The Client acknowledges and agrees that T G may transfer the said amount of funds and/or the said quantity of the said securities from the Account to any other accounts held by the Client with T G or any other member of the Group, provided that the Available Funds and/or the quantity of the relevant types of the Available Securities should, for each transfer, exceed the amount of funds and/or the quantity of the securities requested to be transferred.

藉著「客戶」或任何「用戶」填妥可在「T G Online 交易平台」存取之網上現金/證券/存倉/提取表格(視乎情況而定)，或以書面通知「滙澤」，「客戶」可無條件及不可撤回地授權和指示「滙澤」於任何時間將其「賬戶」內任何金額之資金及/或任何數量之證券轉至「客戶」之其他「滙澤」賬戶或「客戶」於「集團」其他機構開設之賬戶。「客戶」現確認及同意「滙澤」可從「賬戶」將上述資金及/或上述數量之上述證券轉至「客戶」於「滙澤」或「集團」其他機構開設之任何其他賬戶，惟每次轉賬時，「可用資金」金額及/或有關類別之「可用證券」數量必須多於「客戶」要求轉賬之資金金額及/或證券數量。

4. Transactions 「交易」

4.1 T G will act as the Client's agent in effecting Transactions unless T G indicates (in the contract note for the relevant Transaction or otherwise) that it is acting as principal. If T G is acting as principal in any Transaction, any quote given via T G Online will not constitute an offer made by T G but the acceptance of such quote by the Client or any User through T G Online shall constitute an offer. If T G accepts such offer made by the Client or User, it will send offer confirmation through T G Online to the Client and only upon the despatch of such offer confirmation, a binding agreement between the Client and T G in respect of that Transaction shall be formed.

除非「滙澤」(於有關「交易」之成交單據上或以其他方式)說明其以當事人身份執行「交易」，否則一律以「客戶」代理名義執行「交易」。如「滙澤」以當事人身份執行「交易」，任何透過 T G Online 提供之報價並不會構成「滙澤」之要約，但「客戶」或任何「用戶」透過 T G Online 接受報價，則會構成要約。倘「滙澤」接受「客戶」或「用戶」之要約，便會透過 T G Online 發出要約確認書。只有在確認書發送後，「客戶」與「滙澤」就有關「交易」締訂的約束性協議方才正式生效。

4.2 Notwithstanding that anything to the contrary may be contained in the Trading Document, the Client acknowledges that:

- (i) T G Online will disallow the Client or any User on the Client's behalf to enter into a Transaction if the amount of Available Funds or the quantity of the relevant types of Available Securities is not sufficient for that Transaction.
- (ii) even the Client has deposited sufficient amount of Available Funds or sufficient quantity of the relevant types of Available Securities before instructing to enter into a Transaction, T G Online may still disallow such instruction as it takes some times for T G and the relevant parties to arrange for the transfer and receipt of the said funds or the said securities. The Account will be credited with the said funds or the said securities only after the actual receipt by T G of the same in full amount and in cleared funds or in full quantity without any deduction of any nature whatsoever.

T G shall accept no liability to the Client or any other person as a result of any disallowing as aforesaid and it is the sole responsibility of the Client to ensure sufficient Available Funds and sufficient Available Securities well before instructing to enter into Transactions.

儘管「證券交易文件」另有相反規定，「客戶」現確認：

- (i) 如「可用資金」或有關類別「可用證券」的數額不足夠進行個別「交易」，T G Online 便會禁止「客戶」或任何「用戶」代表「客戶」進行該項「交易」。
- (ii) 即使「客戶」指示執行「交易」之前已存入足夠「可用資金」或足夠數額之有關類別「可用證券」，T G Online 仍可禁止「交易」，蓋「滙澤」及有關方可能需時安排轉賬及交付資金或證券。「滙澤」將待至已結清資金或證券已實際全數收訖後(沒有任何性質的扣除)，方會將資金或證券入賬「賬戶」。「滙澤」概不承擔因上述之禁止而產生對「客戶」或任何人士的任何責任。「客戶」需自行負責在執行「交易」前確保有充裕之「可用資金」及「可用證券」。

4.3 (a) The Client understands that T G may, at any time, in its absolute discretion and without prior notice to the Client and the Users and without liability to the Client or any person, suspend, prohibit or restrict the Client's and the Users' ability to give Instructions or to substitute securities/futures contracts in the Account or withdraw or suspend T G Online (or any part thereof). The foregoing shall be without prejudice and in addition to all other rights, powers and remedies available to T G under the Trading Document and under the laws. Further, T G shall not be liable for any loss, damages, cost or expenses of whatever

nature which the Client or any other person may suffer or incur as a result of the Client's or any User's inability to gain access to and/or use any part of T G Online for whatever reasons.

「客戶」了解「滙澤」可隨時絕對酌情暫停、禁止或限制「客戶」及「用戶」發出「指示」或取代「賬戶」中之證券/期貨合約或撤銷或暫停 T G Online (或其任何部份)，而事前無須通知「客戶」及「用戶」，亦無須向「客戶」或任何人士承擔責任。前述規定乃無損及附加於「交易文件」及法律訂明「滙澤」擁有之所有其他權利、權力及補償權。此外，如「客戶」或任何「用戶」因任何事故無法接入及/或使用 T G Online 任何部份，以致蒙受或招致任何損失、損害、費用或開支，「滙澤」概不負責。

(b) The aforesaid suspensions, prohibition, restriction or withdrawal shall not affect:

1. any Transactions or any dealings in securities/futures contracts made by T G or any Instructions carried out by T G pursuant to the Trading Document before any such suspension, or such prohibition, restriction or withdrawal or
2. any rights of T G under the Trading Document existing at such time.

All obligations of the Client to T G under the Trading Document shall remain in full force and effect and shall be enforceable by T G notwithstanding any such suspension, or such prohibition, restriction or withdrawal

前述之暫停、禁止、限制或撤銷行動並不影響：

1. 「滙澤」在暫停、禁止、限制或撤銷行動之前根據「交易文件」而執行的任何證券/期貨合約「交易」或買賣或任何「指示」；或
2. 「交易文件」訂明「滙澤」享有而當時已存在之任何權利。

儘管有前述之暫停、禁止、限制或撤銷行動，「交易文件」訂明「客戶」須對「滙澤」承擔之所有責任將維持全面生效及有效，並可由「滙澤」強制執行。

5. Confirmations and Account Statements 確認書及「賬戶」結單

The Client hereby consents that T G will send either electronically or by hard copy to the Client a confirmation promptly following execution of an Instruction and a monthly statement on the Account. Such confirmations and monthly statements of the Account shall be conclusive and deemed to be accepted by the Client if not objected to by notice in writing from the Client within 7 days after T G despatch of such confirmation and statement in accordance with Clause 6. The Client shall be deemed to have waived any alleged errors or omissions in the absence of such notification.

「客戶」現同意，「滙澤」每次執行「指示」隨後向「客戶」發出之確認書可採取電子或書面方式，此外「賬戶」月結單亦可採取電子或書面方式。確認書及「賬戶」月結單發出後，如「客戶」不在七(7)天內按照第 6 條規定以書面提出反對，則一律作終論，並且視作獲得「客戶」接受。「客戶」倘不發出書面質詢，將被視作其寬免任何涉嫌錯誤或遺漏。

6. Notices and Communications 通知及通訊

6.1 The Client hereby consents that reports, statements, confirmations, notifications, notices and any other communication to the Client may be given by mailing the same by post addressed to the Client (who, in the case of a joint account without nominating a person therefore will be deemed for these purposes to be the person whose name first appears in the Account Opening Information Form attached to the Agreement) to any of the Client's business, residential or mailing addresses as they appear from time to time on T G's records, or by delivering the same to the Client or to any such address, or by telex, facsimile or telephone or e-mail to any number or address notified to T G in writing from time to time. Any such report, statement, confirmation, notification, notice or communication shall be deemed to be received by the Client (a) on the second day after such report, statement, confirmation, notification, notice or other communication is mailed (in the case of post); and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone, facsimile transmission or e-mail).

The Client hereby consents that statements, reports, confirmations, notifications, notices and other communications may be delivered and presented in electronic records to the Client through the Mail Services and if any such statement, report, confirmation, notification, notice or other communication is so delivered to the Client, it shall be deemed to have been received by the Client upon sent.

The Client consents that all information and data may be given or presented to the Client in electronic records via T G Online or otherwise.

「客戶」現同意，所有發予「客戶」(如屬聯名「賬戶」而「客戶」並無提名任何人士為收件方，則以「協議書」所夾附「開戶資料表格」中首先登名之人士為收件方)之報告書、結單、確認書、通知書、通告及任何其他通訊均可郵寄至「滙澤」不時記存於記錄中之「客戶」辦事處、住所或郵遞通訊地址，又或手遞至「客戶」或其他地址，又或以電傳、傳真或電話或電郵傳送至「客戶」不時以書面通知「滙澤」之任何號碼或地址。任何此等報告書、結單、確認書、通知書、通告或任何其他通訊將如下視作正式送達「客戶」：(a) (以郵寄方式)報告書、結單、確認書、通知書、通告或任何其他通訊於投寄翌日視作送達「客戶」；及(b) (以手遞方式)交送、(以電傳方式)傳送或(以電話、傳真或電郵方式)發送當時視作正式送達「客戶」。

「客戶」現同意，「滙澤」可透過「郵件服務」以電子記錄方式向其發送結單、報告書、確認書、通知書、通告及任何其他通訊。於該情況下，此等結單、報告書、確認書、通知書、通告及任何其他通訊將於發送時被視作正式送達「客戶」。

「客戶」並同意，所有資訊及數據均可透過 T G Online 或其他渠道以電子記錄的方式發予或提供予「客戶」。

6.2 In all cases, notices, notifications or other communication to T G should be properly addressed to T G at such address as T G may notify the Client from time to time and each said notice, notification or communication shall only be deemed to have been given or delivered to T G on the day of actual receipt by T G. Unless otherwise specified in these Terms & Conditions or expressly agreed by T G in writing, if any such notice, notification or communication to T G is required by these Terms & Conditions to be in writing, such notice, notification or communication shall not be deemed to have been given or delivered to T G if it is sent electronically to T G whether through T G Online or not and notwithstanding that T G has received it.

於任何情況下，發予「滙澤」之通知書、通告或其他通訊均需送往「滙澤」不時通知「客戶」之正確地址。此等通知書、通告或其他通訊將於「滙澤」確實接獲當天視作正式送達至「滙澤」。除非此等「條款與規章」另有訂明或「滙澤」明確以書面同意，否則倘「客戶」透過 T G Online 或其他渠道以電子方式發出或交送任何此等「條款與規章」訂明必須以書面發出之通知書、通告或其他通訊，一律不能視作正式送達，儘管「滙澤」已收妥亦然。

7. General 概則

The use of T G's or others' hyperlinks between T G Online (or any part thereof) and other internet sites by the Client or any User is at the sole risk and expense of the Client. The contents of such internet sites (i.e. all the information, data, materials, opinions and products and services shown on or provided in such internet sites and others which may be seen, read, heard, downloaded and/or gained accessed on, from, to or via such internet sites including, without limitation, files, software, images, illustrations, text, graphics, pictures, sounds, links and other items) and other parts of such internet sites are not and will not be investigated, verified, monitored or endorsed by T G. T G therefore, shall not be liable for any loss or damages which the Client or any other person may suffer, directly or indirectly, as a result of the Client's or any User's use of such hyperlinks or as a result of the Client's or any User's access to and/or use of or the Client's or any User's inability to gain access to and/or use or the Client's or any User's interaction, communication or dealing with any part of such internet sites (or any part of the contents thereof) through any part of T G Online or as a result of the Client's or any other person's reliance on any part of such internet sites (or any part of the contents thereof).

「客戶」或任何「用戶」使用「滙澤」或其他機構之超連結往來 T G Online (或其任何部份)與其他互聯網網站，一切風險及費用概由「客戶」自負。「滙澤」並未亦不會審查、核實、監察或贊同此等互聯網網站之內容(即此等網站登載及提供，及可在或透過此等網站瀏覽、閱讀、收聽、下載及/或接人的所有資訊、數據、資料、意見及產品與服務，其中包括但不限於檔案、軟件、影像、插圖、文字、圖形、照片、音效、連結及其他物項)及此等網站其他部份。因此「滙澤」不會就「客戶」或任何其他人士因使用此等連結，或因「客戶」或任何「用戶」接入及/或使用，或因「客戶」或任何「用戶」無法接入及/或使用經 T G Online 任何部份連結之其他互聯網網站之任何部份，或因「客戶」或任何「用戶」與此等網站之任何部份之間的互動、通訊或交易，或因「客戶」或任何其他人士信賴此等互聯網網站之任何部份(或其內容之任何部份)而直接或間接蒙受之損失或損害承擔責任。

Schedule 4 – Required Documents for Account Opening

附表四 – 開戶所需文件

Individual Clients 個人客戶

For Individual clients, please complete, sign and return the following documents prior to commence trading with us:

如需建立個人客戶，請在開始交易之前把下列文件填寫，簽署並交回：

1. Account Opening Information Form
開戶資料表
2. Specimen Signature Card
簽署樣本卡
3. Photocopy of ID card or passport of all the authorized person(s) to operate the account.
所有授權到經營帳戶的人(等)的身份證或護照的影印本
4. Proof of Residential Address (for Individual or Joint Account only)
住址證明（適用於個人或聯名帳戶）
5. Agreement For Client Acting As Intermediary (for Intermediary Client only)
客戶作為中介人協議（適用於中介人客戶）

Corporate Clients 機構客戶

For Corporate Clients, in addition to item 1 and item 2 above, please also provide us with the following documents of your company, duly certified by any one director as true copies:

如需建立機構客戶，除了以上的第一和第二項，也請向我們提供以下的公司文件，文件需經任何一名董事正式認證方可作為真正的副本：

- i. the Certificate of Incorporation and subsequent Certificate of Incorporation on Change of Name; if appropriate, the Certificate of Registration of Oversea Company (or its equivalent)
公司成立證明書副本
- ii. the Memorandum and Articles of Association (or its equivalent)
公司章程副本
- iii. the resolutions (and the printed form of resolutions provided by us) passed at a meeting of the directors to approve the open of a securities trading account with us
董事會議記錄批准開設證券買賣帳戶
- iv. the latest audited financial statements, if one is available.
最新公司財務狀況表

If your company is duly incorporated in **Hong Kong**, please provide the certified true copies of the following documents in addition to documents numbered (i) to (iv) above:

如公司在香港正式註冊，除了以上的(i)至(iv)項的文件，請提供下列文件：

- i. a valid business registration certificate
商業登記證書副本
- ii. the latest annual return filed with the Companies Registry/any Form D2 and Form D3
公司註冊署的表格“D2及D3”副本，或公司註冊署的最新年報副本

If your company is incorporated in a place **other than Hong Kong**, please provide the following documents in addition to the documents numbered (i) to (iv) above:

如公司在其他地方註冊，除了以上的(i)至(iv)項的文件，請提供下列文件：

- i. the letter of guarantee and certified Extract of Board Resolution for granting a guarantee (for corporate guarantor)
董事會決議的保證和認證信（適用於公司擔保人）
- ii. certified true copies of documents equivalent to business registration certificate (if applicable)
相當於商業登記證的副本文件（如適用）
- iii. certified true copies of the Register of Directors and Register of Members
董事及成員登記書的副本文件
- iv. certified true copies of documents equivalent to the latest annual return filed with the Companies Registry, Forms D2 and Form D3 (if applicable)
相當於公司註冊署的最新年報副本文件，表格 D2 和 D3（如適用）

Schedule 5 - Notes On Personal Information Collection

附表五 - 收集個人資料的說明

With the coming into force of the Personal Data (Privacy) Ordinance on 20 December 1996, these Notes are prepared to assist you in understanding your rights and obligations in relation to supply of personal data by you to the T G Securities Limited or any member thereof ('the company') which data may relate to yourself or other persons and the manner in which the company may use or deal with such data.

隨著個人資料(私隱)條例已於1996年12月20日起生效,滙澤證券有限公司(「本公司」)擬定此說明以協助閣下瞭解在提供個人資料與本公司時的權利及責任,及本公司將會如何使用或處理該等資料的方式。

Provision of personal data from Clients will be requested from time to time by the company which is required in relation to and in connection with the opening, establishments, operation and continuation of the accounts of Clients with the Company for the purposes of trading and dealing in securities, futures and commodities, managing and advising on investment portfolios, provision of credit facilities or other financial services or investment advisory services. Failure to supply the requested personal data may result in the Company being unable to perform the functions as an agent of you.

本公司不時要求客戶提供個人資料,那些資料有助於客戶在本公司開設,成立,運作及持續其戶口作為證券買賣,期貨買賣,投資管理及意見提供,提供信貸安排或其他財務意見或投資諮詢服務。倘若客戶未能提供所需的個人資料會導致本公司無法發揮經紀之功能。

The personal information that you have provided to us may be used for the following purposes (a) the daily operation of the accounts and other related facilities provided to Clients; (b) conducting credit checks for the purposes of ascertaining the financial strength of Clients, approving credits to Clients, reviewing the margin level or percentage in respect of the Client's account; (c) ascertaining the investment strategies and / or risk acceptance level of Clients; (d) designing financial services or related products for Clients' use; (e) marketing financial services or related products; (f) ensuring ongoing, credit worthiness of Clients; (g) determining the amount of indebtedness owed to or by Clients; (h) collection of amounts outstanding from Clients and those providing security for Clients' obligations; (i) meeting the requirements to make disclosure under the requirements of any law binding on the Company; and (j) purposes relating thereto.

客戶資料可能用作以下目的:(a) 日常戶口之運作及其他有關設施之提供;(b) 信用查核以確定客戶之財政狀況,批核信貸額,審查按揭水平或成數;(c) 確定投資策略及/或客戶風險之可接受水平;(d) 設計客戶之財務服務或有關商品;(e) 推廣財務服務或有關商品;(f) 確保持續值得信貸;(g) 確定借予或欠客戶之數額;(h) 收回客戶所欠之款項及為客戶責任提供抵押之款項;(i) 符合對本公司具約束力法律之要求,作出披露;及(j) 有關之目的。

Data held by the Company relating to a Client will be kept confidential but the Company may provide such information to (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, or clearing or other services to the Company in connection with the operation of its business; (b) any other person under a duty of confidentiality to the Company including any member of the Company. As from time to time constituted which has undertaken to keep such information confidential; (c) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the Client.

本公司會對客戶之資料保密,唯本公司可能提供資料予:(a) 提供行政、通訊、電腦、付款或結算或其他服務予本公司作業務上運作的代理人、承商或第三者;(b) 已承諾對資料有保密責任的其他人士包括本公司的成員;(c) 本公司的實際或建議的承讓人,參與者或次參與者或承轉人。

Under and in accordance with the terms of the Ordinance any individual (a) has the right to check whether the Company holds data about him and the right to access to such data; (b) has the right to require the Company to correct any data relating to him which is inaccurate; (c) has the right to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

根據條例,任何人士:(a) 有權查詢本公司是否持有其資料及有權查閱資料;(b) 有權有求本公司更正任何有關該人士之不正确資料;(c) 有權查明本公司對資料處理的措施及手法,及本公司知會所持有的個人資料種類。根據條例,本公司對客戶查閱資料的要求,有權收取合理費用。

You may contact our Compliance Officer for access to or correction of data or for information regarding our policies and practices in relation to personal data and kinds of data held by us.

任何關於查詢或更正資料,或索取本公司對持有客戶資料的政策及處理手法作出查詢,請聯絡我們的監管主任。

Yours sincerely

T G Securities Limited

滙澤證券有限公司