

CASH CLIENT' S AGREEMENT

現金客戶協議書

BETWEEN 訂約方

(1) **Prior Securities Limited, ("the Company")**

昇悅證券有限公司 (「本公司」)

A company incorporated in Hong Kong with its registered office and principal business address at Room 902, 9/F Harcourt House, 39 Gloucester Road, Wan Chai, Hong Kong and a licensed corporation [CE No. **BEG494**] for Type 1 (dealing in securities) regulated activity under the Securities and Futures Ordinance and an exchange participant of The Stock Exchange of Hong Kong Limited ; and

一間在香港註冊成立的公司，其註冊及主要營業地址為香港灣仔告士打道 39 號夏慤大廈 9 樓 902 室，並為根據【證券及期貨條例】就第一類(證券交易)受規管活動獲發牌的持牌法團(中央編號：**BEG494**)，及聯合交易所有限公司交易所參與者；及

(2) **The client whose particulars are set out in the Account Opening Application Form (as defined below) ("Client")**

客戶，詳情載於開戶申請表格 (定義見下文) (「客戶」)。

WHEREAS 鑒於

(1) **The Client is desirous of opening a securities cash account (the "Account") with the Company and agree to effect transactions as hereinafter defined subject to the following terms and conditions of this Cash Client's Agreement.**

客戶欲於本公司開立一證券買賣現金戶口(下稱「戶口」)，並同意根據下列本協議書的條件進行證券買賣。

(2) **The Company agrees that it will open such an Account and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement**

本公司同意開立該戶口，並以客戶之代理身份，根據本合約之條款，進行證券買賣。

NOW IT IS HEREBY AGREED as follows:-

現雙方協議如下：

PART A - GENERAL TERMS AND CONDITIONS 一般條款及條件

1 The Account 帳戶

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

客戶確認「開戶表格」所載資料均屬完整及正確。倘該等資料有任何重要變更，客戶將會通知本公司。客戶特此授權本公司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 The Company 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 the Securities and Futures Commission ("SFC") and exchanges, clearing houses, regulators of the relevant jurisdiction for Foreign Securities to comply with their requirements or requests for information, and to any of the company's branches or Associates and Correspondent Agent, without any consent from or notification to the Client.

本公司將會對客戶帳戶的有關資料予以保密，但本公司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」)及證券及期貨事務監察委員會(「證監會」)及外地證券有關之交易所、結算所、監管機構的規定或應其要求，將該等資料提供予以上機構，本公司亦可以在無需通知客戶或徵求客戶同意下，將該等資料提供予本公司任何分行或聯營公司。

2 Laws and Regulations 法例及規則

All transactions in securities which the Company effects on the Client's instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to the Company. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by the Company in accordance with such laws, rules and directions shall be legally binding on the Client. For the Transaction in relation to Foreign Securities, the Company shall effect on the Transaction in accordance with all relevant laws, rules and regulatory directions in the relevant jurisdiction applicable to the Company and/or the Transaction.

本公司按客戶的指示而進行的一切證券交易(「交易」)，須根據適用於本公司的一切法例、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。本公司根據該等法例、規則及指示而採取的所有行動均對客戶具有法律約束力。有關外地證券，本公司將以有關法律、規則及監管指令以完成該等交易。

3 Authority 授權

3.1 The Client (in the case of a corporation) authorizes the Authorized Persons to represent the Client in all matters in relation to all Transactions with the Company and to sign on the Client's behalf all Agreements and documents relating to the Account and its operation, including this Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Client. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Persons until the Client notifies the Company in writing that the authorization has been revoked or varied.

客戶(此處指公司客戶)授權予授權人士在與本公司進行的所有交易事務中代表客戶，及代表客戶簽署與帳戶及其操作相關的所有協議和文件。所有這類文件和指示對客戶有絕對的、最終的約束力。客戶同意本公司有權依據人士的指示行動，直到客戶書面通知本公司撤銷或變更該授權為止。

3.2 If the Client (in case of an individual) wishes to appoint Authorized Persons, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Person until the Client notifies the Company in writing that the power of attorney has been revoked or varied.

如果客戶(此處指個人客戶)要指定獲授權人士，則客戶在填寫完開戶表格之外，還要以本公司規定或可接受的格式向本公司提交正式簽署的授權書或類似的委任文件。客戶同意本公司有權依據獲授權人士的指示行動，直到客戶書面通知本公司撤銷或變更該授權為止。

3.3 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and the Company is responsible only for the execution, clearing and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment adviser or third party in connection with the Account or any Transaction therein. In relation to Transactions entered by the Client not as a result of the Company's recommendation or solicitation, the Company is not responsible to the Client with respect to the suitability of the Transaction. Nor is the Company responsible for the profitability, tax, legal or accounting consequences of any Transactions.

客戶承認並同意，客戶對所有交易負有完全的責任，本公司只對交易的執行、結算和進行負責，本公司對於與帳戶或交易有關的介紹公司、投資顧問或其他第三方的任何操守、行動、陳述或聲明概不承擔義務和責任。本公司亦不會對任何交易盈利、稅項、法律和會計的後果承擔責任。

3.4 Any advice or information provided by the Company, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction, or an investment recommendation. The Client independently and without reliance on the Company, makes its own judgment on Transactions.

由本公司、本公司的董事、高級職員、僱員或代理人提供的任何意見或資料(不論是否被要求的)都不應構成進行交易的要約或投資的建議。客戶應獨立地並且不依賴本公司，作出其本身的交易的判斷。

3.5 The Client authorizes the Company to instruct such Correspondent Agent as the Company may in its absolute discretion select to execute Transactions and acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House (including the same outside Hong Kong) on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.

客戶授權本公司可經由有絕對酌情權下選擇的業務代理執行交易；客戶確認該業務條款及進行交易及結算的任何交易所與結算所(包括外地有關機構)的規則將適用於這類交易，並對客戶具有約束力。

4 Transaction 交易

- 4.1 The Company will act as the Client's agent in effecting Transaction unless the Company indicates in the statement or confirmation relevant to such Transaction that the Company is acting as principal. For the avoidance of doubt, in the case in any trading of Foreign Securities, the Company will be maintaining an omnibus account with the Correspondent Agents.
除本公司(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，本公司將以客戶的代理人身份進行交易。為免生疑問，有關外地證券的交易，本公司將與業務代理設立綜合帳戶。
- 4.2 The Client agrees that the Client will only place sale orders with the Company in respect of securities which the Client presently owns.
客戶同意只會就客戶當時實際擁有的證券向本公司發出沽售指令。
- 4.3 On all Transactions, the Client will pay the Company's fee, commissions, charges and disbursements incurred by the Company, 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. The Company may deduct such commissions, charges, levies, trading fee, clearing fee and stamp duties from the Account.
客戶會就所有交易支付本公司通過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。本公司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。
- 4.4 Unless otherwise agreed, in respect of each Transaction, unless the Company 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本公司已代表客戶持有現金或證券以供交易交收之用，否則客戶將會在本公司就該項交易通知客戶的期限之前，
- (1) pay the Company cleared funds or deliver to the Company securities in deliverable form or
向本公司交付可即時動用的資金或可以支付的證券，或
 - (2) otherwise ensure that the Company has received such funds or securities
以其他方式確保本公司收到此等資金或證券。
- by such time as the Company has notified the Client in relation to that Transaction. If the Client fails to do so, the Company may
倘客戶未能這樣做，本公司可以
- (1) 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
 - (2) 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。
- 4.5 The Client will be responsible to the Company for any losses and expenses resulting from the Client's settlement failures.
客戶將會負擔本公司因客戶未能進行交收而引起的任何損失及開支。
- 4.6 The Client agrees to pay interest on all overdue balance (including interest (which the interest rate shall be at a percentage above HKD Prime Rate of our Company designated bank arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company has notified the Client from time to time.
客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(用以計算之利率應高於本公司指定銀行之港元最優惠利率))，按本公司不時通知客戶的利率及其他條款支付利息。
- 4.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Company has to purchase securities to settle the Transaction, the Client shall not be responsible to the Company for the costs of such purchase.
就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致本公司須買入證券進行交收，客戶毋須為買入該等證券的費用向本公司負責。

- 4.8 In relation to any Over-the-Counter (“OTC”) transactions, including without limitation trading of any New Securities before their listing on the Exchange or Foreign Securities, entered or to be entered into by the Client, the Client acknowledges and agrees that:
客戶就其已進行或將予進行的任何場外 (Over-the-Counter) 交易 (包括但不限制於任何新證券在交易所上市前的交易或外地證券) 承認及同意：
- (i) subject to Clause 4.1 above and Clause 7.1 below, the Company is acting as an agent for the Client and does not guarantee the settlement of such OTC transactions;
在上述第 4.1 條及下述第 7.1 條的規限下，本公司擔任客戶的代理，並不保證此等場外交易之結算；
 - (ii) the Client’s orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the Exchanges;
客戶的指示可能只有部份執行或全部未能執行。倘有關證券其後無法在交易所上市，已執行的交易將會被取消及成為無效；
 - (iii) in the event that the Client in selling any Securities fails to deliver such Securities, the Company is entitled to purchase in the market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction.
如沽出證券的客戶無法交付此等證券，本公司有權為客戶就此項已進行的銷售在市場購入相關的證券(以當時市價)，以完成相關交易的結算，客戶須承擔此項交易引致或招致的一切虧損；
 - (iv) in the event that (1) the Client buys Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant Securities pursuant to Clause 4.8 (iii), the Client will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;
倘若(1)客戶賣方購入證券，而該賣方無法交付相關證券及(2)未能購入相關證券或本公司行使絕對酌情權決定根據第 4.8(iii)條規定不購入相關證券，客戶無權以配對價格取得相關證券，並且只有權收取買入相關證券所付的款項；
 - (v) in the event that the Client is buying any Securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all Securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and
倘若購買任何證券的客戶無法存入所需的結算款項，本公司有權出售其帳戶內任何及所有證券或抵押品，以及使用經扣除結算交易所有費用後的出售所得款項。然而，如客戶於該宗交易內屬於賣方，而該宗交易未能結算，則客戶只可獲得相關證券，而並非相關證券的出售所得款項；及
 - (vi) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty’s settlement failures.
在不影響上文所載的原則下，客戶須自行承擔虧損開支，並就其及/或其交易對手無法結算所招致的任何虧損及開支向本公司負責。
- 4.9 In relation to any trading in relation to Foreign Securities, the Client hereby agrees, understands, and acknowledges that the execution and settlement such transactions shall be subject to the rules, laws and regulations of the relevant exchange, clearing house and regulator of the relevant jurisdiction. 關於外地證券交易，客戶同意、明白及承認有關交易的執行及交收將以有關司法管轄區之法律、法規及有關交易所、結算所及監管機構之規例進行。
- 4.10 In relation to any trading in relation to Foreign Securities, the Company shall inform the Client in writing about the trading time, method of orders and settlement from time to time. The Client agrees and confirms that such notice(s) shall be an agreement between the Company and the Client in relation to the transactions of the relevant Foreign Securities.

關於外地證券交易，本公司將不時以書面通知客戶有關交易時段、落盤方式及交收方法，客戶同意及確認，該等通知將為本公司及客戶有關外地證券交易之協議。

- 4.11 The Client understands and acknowledges that the Company may not execute the transactions in relation to Foreign Securities within the time(s) and at the prices(s) as specified by the Client or execute the transactions at the best or market price of Foreign Securities. The Client agrees and confirms that the Company shall not be responsible for any loss and/or damage arising from such execution of transactions. The Company may at its absolute discretion to execute only part of the orders placed by the Client for the Foreign Securities and the Client agrees that such part of the placements and the transactions shall be binding on the Client.

客戶明白及承認本公司可能不可在客戶指定的時間內及價格完成交易或不可以最佳市場價格完成交易。客戶同意及確認本公司將不為所完成交易所引致的任何損失負上任何責任，本公司可運用其酌情權以完成部份客戶有關外地證券交易的指示，而客戶同意接受該部份完成交易的約束。

- 4.12 The Client understands and acknowledges that in relation to the trading of the Foreign Securities, the Client may not have any protection under the laws and regulations of the relevant jurisdiction. The Client further agrees that, when in doubt, the Client shall consult with legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that the Company shall not be liable for any of such cost.

客戶明白及承認有關外地證券交易，客戶可能不會受到有關司法權地方的法律及規例保障。客戶更同意如遇有疑問時，應該於有關司法管轄區諮詢或取得法律及專業意見。客戶同意支付就有關任何指示可能須繳付的稅項或收費，本公司並不須就該等費用負上任何責任。

5 Order and Order Recording 買賣指示及電話記錄買賣指示

- 5.1 The Company may accept instructions from the Client (or its Authorized Person) for order of Transaction by telephone or in writing sent by facsimile or by post. The Company may also accept instructions in the Company's prescribed order form signed by the Client in the Company's presence.

本公司可接納客戶(或其授權人士)用電話、圖文傳真或郵遞方式發出之書面指示買賣證券。本公司亦可接納客戶親臨本公司辦公室填寫本公司的買賣證券指示表格。

- 5.2 The Client declares that the Company shall not be liable for delay in acting or for any inaccuracy, interruption, error, delay or failure in transmission of the Client's instructions by facsimile unless there is fraud or willful default on the Company's part.

客戶聲明，除非本公司欺詐或蓄意失責，否則本公司無須因延遲執行、或客戶透過圖文傳真方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。

- 5.3 In the event of receipt of conflicting instructions the Company may refuse to act on any of the instructions until Company has received unequivocal instructions.

倘若本公司收到互相抵觸的指示時，本公司可拒絕執行任何此等指示，直至接到明確的指示為止。

- 5.4 The Company may, in the Company's absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by the Client arising out of such refusal.

本公司有絕對酌情權決定拒絕客戶的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致客戶失去的盈利、損失、經濟責任、支出或費用作出負責。

- 5.5 The Company may record telephone conversation in connection with receiving orders and instructions through the Company's telephone recording system. The Client acknowledges that such records are the Company's sole property and they will be accepted as final and conclusive evidence of the orders or instruction given in case of disputes.

客戶同意本公司可由本公司的電話錄音系統記錄電話交談中有關買賣指示。客戶承認該記錄由本公司擁有，並接受如有糾紛時，此錄音為最後及最終之證據。

- 5.6 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, the Company's record of the telephone instruction or facsimile instructions shall prevail.

凡經電話或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以本公司的電話錄音或收到

的圖文傳真指示記錄為準。

- 5.7 For the avoidance of doubt, the Company is only obliged to keep the telephone recordings up to the retention period in accordance with regulatory requirements in Hong Kong or as required relevant overseas regulator(s) for trading in Foreign Securities, if any.

為免生疑問，本公司只有責任將電話記錄存放至有關香港或海外監管機構(如是外地證券)所指定的存放期。

6 Short Selling 沽空

Save and except for the covered short selling (as a result of borrowing these Securities), the Client undertakes that it will not effect any short selling order through the Company.

除借貸沽空外，客戶承諾不會通過本公司進行任何沽空指示。

7 Conflict of Interest 利益衝突

- 7.1 The Client acknowledges and agrees that the company, its directors, officers or employees and its Correspondent Agent may trade on its/their own account or on the account of an Associate.

客戶承認並同意本公司及其董事、高級職員或僱員及其業務代理可以為其本身帳戶或聯營公司帳戶進行交易。

- 7.2 The Company is authorized to buy, sell, hold or deal in any Securities or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of an Associate or its Clients.

本公司有權（不論本公司是作自行買賣或代表聯營公司或其他客戶）買入、賣出、持有或買賣任何證券、或採納與客戶指示對立的倉盤買賣。

- 7.3 The Company is authorized to match the Client's orders with those of other Clients.

本公司有權將客戶指示與其他客戶的指示進行對盤。

- 7.4 The Company is authorized to effect Transactions in Securities where the Company or its Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

本公司有權對本公司或其聯營公司有持倉或就該證券作為包銷商、保薦人或其他身份的證券進行交易。

- 7.5 In any of situations referred to in this Clause the Company shall not be obligated to account to the Client for any profits or benefits obtained.

在本條款中提及的任何情況下，本公司都不負有對客戶說明所得利潤或利益的義務。

8 Client Identity/Ultimate Beneficiary 客戶身份/最終受益人

- 8.1 Subject to the provisions herein, the Client shall, in respect of transaction in which the Client is not acting as principal or ultimate beneficiary, immediately upon demand by the Company inform SFC and/or the Exchange of the identity, address and contact details of :-

在符合本協議書中條文的規定下，凡有關客戶並非以主事人或最終受益人之身份進行的交易，客戶將應本公司的要求即時向證監會及/或聯交所提供受益人下列資料：—

- (i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and

最終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情；及

- (ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk,

會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情，

and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.

並且，如實體者是投資基金或帳戶，則提供該投資基金或帳戶的經理人資料。

- 8.2 The Client hereby declares that if the Client is not the true owner/ultimate beneficiary or originator of instructions of the Account, the Client will complete the detailed information in the Account Opening Form.

客戶茲聲明如若客戶非帳戶的主事人或最終受益人，客戶須在開戶表格填寫詳情及資料。

9 Safekeeping of Securities 證券的保管

- 9.1 Any securities which are held by the Company or the Company's associated entity for safekeeping may, at the

Company's discretion:-

寄存本公司或本公司的有聯繫實體妥為保管的任何證券，本公司可以酌情決定：-

- (i) be deposited in safe custody in a segregated account which is designated as a trust account or client account established and maintained in Hong Kong by the Company or the Company's associated entity with the Clearing House, an authorized financial institution, a custodian approved by the SFC or another intermediaries licensed for dealing in securities ; or
存放於本公司或本公司的有聯繫實體在中央結算、認可財務機構、獲香港證券及期貨事務監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立的獨立帳戶作穩妥保管，而該帳戶是指定為信託帳戶或客戶帳戶並由本公司或本公司的有聯繫實體為持有本公司的證券抵押品目的而在香港開立及維持的；
- (ii) in the case of registrable securities, be registered in the Client's name or in the name of the Company or the Company's associated entity.
如屬可註冊證券以客戶的名稱或以本公司的有聯繫實體名稱登記。

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

倘證券未以客戶的名義登記，本公司於收到該等證券所獲派的任何股息或其他利益時，須按客戶與本公司的協議存入客戶的帳戶或支付予或轉賬予客戶。倘該等證券屬於本公司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。

9.3 The Company does not have the Client's written authority under section 148 of the Securities and Futures Ordinance to: -

根據【證券及期貨條例】第 148 條，客戶並無以書面授權本公司：-

- (i) deposit any of the Client's securities with an authorized financial institution as collateral for an advance or loan made to the Company, or with the Clearing House as collateral for the discharge of the Company obligations under the clearing system;
將客戶的任何證券存放在認可財務機構，作為本公司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行本公司在結算系統下之責任的抵押品；
- (ii) borrow or lend any of the Client's securities, and/or
借貸客戶的任何證券；及/或
- (iii) otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities 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)。

9.4 The Company is not bound to deliver securities belonging 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.

本公司交回客戶的證券，其編號無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。

10 Monies in the Account 帳戶中的款項

10.1 Any cash which are received or held by the Company on the Client's behalf, other than cash received by the Company in respect of Transaction and which is on-paid for settlement purpose or payable to the Client, shall be credited to one or more segregated accounts, each of which shall be designated as a trust account or client account, established and maintained in Hong Kong with an authorized financial institution or any other person approved by the SFC. Subject to mutual agreement between the parties hereto, no interest is payable.

由本公司代客戶在香港收取或持有的現金，除了本公司客戶的現金作為交易的交收之用或轉付予客戶之外，須存入在認可財務機構或監察委員會批准的任何其他人士處所開立的一個或多於一個的獨立帳戶內，而每個該等帳戶均須指定為信託帳戶或客戶帳戶並在香港開立及維持，除非雙方另有共同協議外，無須支付此帳戶內產生的利息款項。

10.2 Payment to the Account shall constitute payment to the Client for all purposes.

本公司支付入帳戶的款項作為達到對客戶款項支付的目的。

11 Set-off and lien 抵銷及留置權

In addition and without the prejudice to any general liens, rights of set-off or other similar rights to which the Company 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 the Company at any time shall be subject to a general lien in the Company's favour as continuing security to offset and discharge all of the Client's obligations, arising from the Transaction and/or the Client's obligations in the Agreement.

在不損害本公司依照法律或本協議所附加應享有一般留置權、抵銷權或相類權利的前提下，對於客戶交由本公司代管或在本公司內存放之所有證券、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，本公司均享有一般留置權，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本公司負上的所有責任。

12 Miscellaneous 一般規定

12.1 All securities held for the Client's Account shall be subject to a general right of disposal in the Company's favour, for the performance of the Client's obligations to the Company arising in respect of dealing in securities for the Client. The Company may at any time, without prior notice to the Client, apply any credit balances (including amount payable to the Client arising from sale of securities) in any currencies to which the Client is at any time beneficially entitled on any accounts opened with the Company to set-off against any liabilities owed to the Company (including amount payable to the Company arising from the purchase of securities).

所有客戶戶口內的證券均受制於本公司的全面處置權，以確保客戶履行本公司代客戶買賣證券而產生的責任。本公司可於任何時間而無須通知客戶，運用客戶於本公司開設之任何戶口的任何幣值結餘(包括應向客戶因賣出證券而需支付的款項)抵銷任何客戶對本公司之負債(包括客戶因買入證券而應向本公司支付的款項)。

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

倘本公司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】成立的投資者賠償基金索償，惟須受投資者賠償基金不時修改的條款制約。

12.3 If the Client embarks on trading US Securities, the Client shall carefully read through the Information Documentation for Clients on Pilot Programme For Trading US Securities issued by the Exchange.

若客戶開始買賣美國證券，客戶承認及確認客戶將會詳細閱讀聯交所發出予客戶參考的美國證券交易試驗計劃簡介。

12.4 The Client confirms that the Client has read and agrees to the terms of this Agreement which have 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。

12.5 The Client acknowledges that decisions regarding the Transaction are made by the Client at the Client's discretion and risk and without reliance on any advice from the Company. The Company 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，並沒有依賴本公司的意見。本公司並無責任向客戶提供有關各證券買賣的利好性或適合性的建議。

12.6 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 contract notes, daily statement, execution report and monthly statement of the Account or advices shall be conclusive and binding on the Client, unless the Client objects in writing within such period of time as may be specified by the Company 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，倘若客戶沒有在本公司不時規定的期間之內以書面提出異議，則該日買賣單、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。

12.7 The Account Opening Form and the Agreement will form one composite agreement.

本協議書所指的開戶表格及本協議書合成為一份完整的協議。

12.8 If the Client enters into Transaction in securities in a currency other than Hong Kong dollar currency, the Client

shall reimburse the Company's exchange loss (if any) and bank charges fully on demand for all expenses incurred by the Company on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction. For the avoidance of doubt, the Client agrees and acknowledges that the Company may use the exchange rate as specified by the foreign exchange and/or clearing house for the relevant Foreign Securities.

若客戶用非香港貨幣進行證券買賣，客戶須按本公司的通知，即時支付本公司的外匯兌換損失（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費用。找換外匯是以當日有關交易的外匯匯率計算。為免產生疑問，客戶同意及確認本公司可採用由外地交易所及/或結算所指定的兌換率。

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

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

13 Liability and Indemnity 責任及彌償

- 13.1 Neither the Company nor any of the Company'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 the Company's fraud, gross negligence or willful misconduct as proved.

本公司或本公司的任何董事、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的任何直接、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為上述人士之欺詐、嚴重疏忽或故意失當行為而引起的。

- 13.2 The Client undertakes to keep the Company and the Company's directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by the Company 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 the Company may have.

客戶承擔彌償本公司董事、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本公司及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訟費及費用、而並不影響本公司可行使的留置權、抵銷權利或其他權利。

- 13.3 The Client agrees and acknowledges that the Company shall not be responsible for any misconduct, negligence and/or fraud of the Company's Correspondent Agent which are beyond the control of the Company. 客戶同意及確認本公司將不會因業務代理而非在本公司控制範圍內之任何失當行為、疏忽及/或欺騙負上任何責任。

14 Material Changes 重要變化

The Client hereby undertakes to inform the Company in writing of any material changes in the Client's Account Opening Form and the Company shall also undertake to inform the Client in writing of any material changes in the Company's corporate particulars registration status, nature of services available, corporate management, description of any remuneration to be paid by the Client and the Company's business which may affect the Company's services to the Client.

客戶承諾用書信通知本公司客戶開戶表格的重要變化，而本公司亦承諾用書信通知客戶有關本公司會影響對客戶服務的公司資料，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。

15 Personal Data (Privacy) 個人資料 (私隱)

- 15.1 Whilst the Client expects the Company to keep confidential all matters relating to the Account, the Client hereby expressly authorizes the Company 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.

雖然客戶預期本公司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，本公司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。

- 15.2 The Client hereby declares that the Client have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance referred to in the Standard Terms and Conditions of the Company.

客戶在此聲明，客戶已詳閱於本公司之標準章則中所載之根據個人資料（私隱）條例發出的個人資料通告。

16 Term 有效期

The Agreement will come into effect on the date when the Company accepts the Account Opening Form signed by the Client and the Account number assigned by the Company. The Account will not be closed unless in accordance with Clause 17.

本協議書在本公司接受客戶已簽署的開戶表格及本公司分配其帳戶號碼之日期起開始生效，有效期持續至該帳戶按照條款 17 之規定被終止。

17 Termination 終止

- 17.1 The Account may be closed by the Company or by the Client at any time and for any reason forthwith upon written notice being given to the other party in accordance with Clause 18 hereunder provided that all acts performed by the Company in accordance with the Client's instructions prior to either party receiving written notice of such termination shall be valid and binding on the Client.

不論任何原因，任何一方一旦遵照條款 18 之規定向對方發出書面通知，帳戶即時結束。惟所有本公司在任何一方收到此書面結束通知前已依根據客戶之指示而執行之任務，仍然有效及對客戶有約束力。

- 17.2 Upon termination all monies owing from the Client to the Company shall immediately become due and payable and subject to payment of all such monies, the Company is authorized to deliver as soon as reasonably practicable any securities held in the Company's or the Company's agent's or nominee's name to the Client.

一旦本協議書終止，所有客戶欠負的債項即時變為到期應付。在繳清此等債項後，本公司獲授權在合理切實可執行範圍內，盡快將該帳戶內以本公司（或代理人或代名人）名義持有之證券，交付客戶。

18 Notices 通告

- 18.1 All notices, demands and other communications and documents required to be given by the Company to the Client or by the Client to the Company in relation to the Account or connected therewith may be given by letter, telex, facsimile transmission, e-mail or telephone to the address or appropriate numbers.

所有涉及或與客戶帳戶有關而須由本公司發給客戶或客戶發給本公司之通知書、追索書及其他傳訊及文件，均可以用書信、專用電報、圖文傳真、電郵或電話方式發送到該地址或適用號碼。

- 18.2 All notices, demands, communications and documents so sent by the Company to the Client shall be deemed to have been received by the Client and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated, and, in case by letter sent locally the day following the day deposited in the mail or sent by airmail overseas 72 hours after dispatched and in case of telex or facsimile message or e-mail when the same is dispatched.

所有以上述形式發出給客戶之通知書、追索書、通知及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。

- 18.3 All notices, demands and other communications and documents sent by the Client to the Company shall not be effective until the same are actually received by the Company.

所有由客戶發出的通知書、追索書及其他傳訊及文件，由本公司實際接收到始生效。

19 Amendments 修改

- 19.1 The Company shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as the Company considers necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is dispatched to the Client.

本公司有權對本協議書作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給客戶起生效。

- 19.2 No amendment made by the Company to the Agreement or by the Client to the Company in relation to the

information supplied to the Company in the Account Opening Form will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

本公司對本協議書之條款所作之修改，及客戶向本公司提供的關於本協議書之資料的修改，例如，開戶表格，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。

20 Severability 局限應用

Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidable, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidable, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內為非法、無效、禁止實施或不能實施。

21 Assignment 轉讓

21.1 The benefit and burden of the Agreement is personal to the Client and shall not be capable of assignment by the Client without the Company's consent.

本協議書範圍內之權益及責任，只屬於客戶本身的權益及責任，未經本公司同意，客戶不得將其轉讓予他人。

21.2 We agree that the Company may transfer the Company's rights and obligations under the Agreement without the Client's consent.

客戶同意本公司可轉讓在本協議書下的權利和義務而不須取得客戶的同意。

22 Interpretation 釋義

In this Agreements unless the context otherwise requires:-

本合約中，除文意另有所指外：—

- (1) The expression "The Client" or "the Client's" wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.
「客戶」一詞，若指本協議簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人；若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人；若指獨資經營商號，則包括該商號主人、其遺囑執行人及遺產管理人、其生意繼承人；若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，尚有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合夥生意之繼承人；若指有限公司，包括有限公司之繼承人及受讓人。
- (2) "Correspondent Agent" means anyone (including the incorporated body) who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of Exchange or Clearing House and/or the member of foreign stock exchange and foreign clearing house.
「業務代理」指代表本公司在香港或其他地方進行的交易或結算的代理人，包括交易所或結算的任何成員，及/或海外交易所或結算的任何成員。
- (3) "Instructions" means any instructions or orders communicated by the Client or its Authorized Persons to the Company in accordance with Clause 5.1 above.
「指示」指由客戶或其他授權人士根據本協議第 5.1 條規定向本公司發生任何指示或買賣盤。
- (4) "Securities" means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), warrants, debentures, unit trusts, mutual funds, exchange traded funds, options, derivatives, bonds or notes of, or issued by, anybody, whether incorporated or unincorporated, or of any government or local government authority, as the Company may at the Company's absolute discretion from

time to time offer to deal in. For the avoidance of doubt, "Securities" includes "Foreign Securities".

「證券」指各類普遍認為是證券的工具，包括但不限於股份、股票（上市或非上市者）、認股權證、公司債券、信託基金、互惠基金、交易所買賣基金、期權、衍生工具、債券或票據由註冊團體、非註冊團體或政府或本地政府機構發行，本公司可不時提供交易者。為免產生疑問，「證券」包括「外地證券」。

- (5) "Foreign Securities" means all kinds of securities defined herein which listed in a stock exchange operated in a country or territory outside Hong Kong or all kinds of securities over the counter of foreign markets.

「外地證券」指外地證券交易所界定的所有證券或所有外地場外交易的證券。

- (6) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.

若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。

- (7) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.

凡表示單數之字眼包括複數含義，反之亦然；凡表示男性之字眼亦包括女性及中性含義。

- (8) Words importing "persons" shall include limited company (including local and foreign).

字義上所指的「人」亦包括有限公司（本港或海外）。

23 Law 法律

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

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的專屬司法管轄，及規則可能會不時更改。

- 24 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

本協議書之中英文本文義，如有歧義，將以英文本為準。

PART B - RISK DISCLOSURE STATEMENT 風險披露聲明書

The risk disclosure statement forms an integral part of the Terms and Conditions for Securities Trading Accounts. You should read this statement carefully 風險披露聲明構成證券交易帳戶條款及條件的組成部分。閣下務請仔細閱讀該聲明。

Where we are providing the Services to you or for your Account, you should inform yourself and be aware of the risks generally and, in particular, the risks warnings set out below. However, please note that not all of the following risk disclosures may be relevant to your particular circumstances or the services currently provided to you. 倘我們向閣下或閣下的帳戶提供服務，閣下須自行了解及注意一般風險並特別注意下文載列的風險警告。然而，務請注意下列風險披露並非全部與閣下的具體情況或當前提供予閣下的服務有關。

You should further note the following is not an exhaustive list of all the risks of engaging us to provide the Services and/or Accounts. You should, therefore, carefully consider whether the transactions you are proposing to enter into are suitable for you in light of your own experience, financial position and investment objectives. You should be aware that this is your sole responsibility. 閣下務請進一步注意下列並未詳盡列明委聘我們提供服務及/或帳戶的全部風險。因此，閣下應根據閣下自身經驗、財務狀況及投資目標審慎考慮閣下擬訂立的交易是否合適。閣下須了解此為閣下自身的責任。

1. RISK OF SECURITIES TRADING 證券交易的風險

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. 證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

Any representation of past performance is not necessarily a guide to future performance. 任何關於以往業績的陳述，未必能夠作為日後業績的指引或參考。

Where investments involve exposure to foreign currencies, changes in rates of exchange may cause the value of the investments to fluctuate up or down. 倘若投資涉及外幣，匯率的波動或會導致投資的價值作出上下波動。

Investments in emerging markets need careful and independent assessment by you of each investment and the risks (including without limitation sovereign risk, issuer risk, price risk, liquidity risk, legal and tax risks). Further, you should be aware that, while such investments can yield high gains, they can also be highly risky as the markets are unpredictable and there may be inadequate regulations and safeguards available to investors. 在新興市場投資，閣下需要對每項投資以及風險（包括但不限於主權風險、價格風險、流動性風險、法律和稅務風險）作出謹慎和獨立的分析。而且，閣下亦需注意，雖然這些投資可以產生很高的回報，它們亦同時存在高風險，因為市場是不可估計，而且市場未必有足夠的規條和措施去保障投資者。

Prior Securities is entitled to act upon your instructions and you cannot assume that Prior Securities will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss. 昇悅證券有權按閣下的交易指示行動。若閣下的交易指示因任何原因乃不合時宜或不應該進行或該等交易指示很可能會帶給閣下損失，閣下不可假設昇悅證券會向閣下提出警告。

Before you make any investment, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss. 在閣下進行任何投資前，閣下應索取有關所有佣金、開支和其他閣下須繳付的費用的明確說明。這些費用會影響閣下的純利潤（如有的話）或增加閣下的損失。

2. RISK OF TRADING MAIN BOARD STOCKS 主板證券交易的風險

PRODUCT KNOWLEDGE AND RISK TOLERANCE 產品認識及承擔風險的能力

Before trading in any security, investors should carefully read the most up-to-date prospectuses/listing documents, financial statements, announcements and other information published either on the issuers' websites, HKEX corporate and HKEXnews websites to learn about the product features and risk factors involved. Investors should not trade any security unless it suits their investment objectives, financial resources and risk tolerance. 在買賣任何證券前，投資者應細閱發行商網站、香港交易所公司網站或披露易網站所載的最新招股書／上市文件、財務報表、公告及其他資料，了解產品的特色及涉及的風險因素。除非產品適合自己的投資目標、財務資源及承受風險能力，否則投資者不宜隨便買賣證券。

PRICE AND LIQUIDITY RISKS 價格及流通量風險

The price of any security may go up or down so there is an inherent risk that losses may be incurred as a result of buying and selling securities. Security prices may also fluctuate due to various market factors, and investors' exposure to risk may vary according to the type of orders they input (e.g. short selling orders, market orders, at auction orders), the way the transaction is financed (e.g. margin financing) and the nature of the security product concerned (e.g. whether it is leveraged or issued with a fixed expiry date). Liquidity of securities may also fluctuate, resulting in situations where an investor may not be able to buy or sell the security in a timely manner at their preferred price range if the turnover volume were to drop significantly. 任何證券的價格都可升可跌，買賣證券必然存在損失的風險。此外，證券價格或會因著各種市場因素而波動，投資者面對的風險亦可能會因應種種因素而有別，例如其輸入買賣盤的種類（如：賣空盤、市價盤或競價盤）、交易的融資方式（如：保證金融資）、所涉及證券產品的性質（如：是否涉及槓桿或有固定到期日）等等。證券的流通量也可能會波動，若成交量大跌，投資者未必能及時以合意的價格買入或賣出證券。

COUNTERPARTY RISK 交易對手風險

Some securities such as structured products and exchange traded funds may carry exposure to counterparty risk of financial intermediaries involved in structuring or managing the products concerned or providing liquidity to support trading of the securities. 部分證券（如結構性產品及交易所買賣基金）在產品設計或管理又或流通量提供上會牽涉到金融中介人，投資這些產品的人士因而尚要面對交易對手風險。下表為結構性產品及交易所買賣基金一般涉及各類金融中介人。

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

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. 創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

You should make the decision to invest in GEM stocks only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. 你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers. 現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading GEM stocks. 假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

4. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong 在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障

5. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

郵件或將郵件轉交第三方的授權書的風險

If you provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion. 假如你向持牌人或註冊人提供授權書，允許持牌人或註冊人代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

6. RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that the Client shall consult the Client's licensed or registered person and become familiarized 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 Hong Kong Limited.

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，會先諮詢持牌人或註冊人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。

Client begins to trade, the Client should obtain a clear explanation of all commission, 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(如有)或增加客戶的虧損。

PART C - PERSONAL INFORMATION COLLECTION STATEMENT 個人資料收集聲明書

This notice is given by Prior Securities Limited (the Company) that pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong Special Administrative Region) ("Ordinance") in relation to the supply of client's personal data to the Company for the opening or maintaining of client account(s) ("the Account") for securities trading and related services with the Company.

此告示是昇悅證券有限公司(「本公司」)依照香港特別行政區法例第 486 章個人資料(私隱)條例(「條例」)作出的。它是關於客戶在本公司開立或持續操作帳戶(「帳戶」)以作證券買賣及有關服務時向本公司提供個人資料的告示。

1 Purposes of Collection 收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client's opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:-

客戶因在本公司開設或持續操作帳戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：-

(a) activities relating to the processing of client's application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region ("HKSAR") and overseas, or the processing of client's application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);

與處理客戶申請開設及持續操作帳戶有關事宜，包括但不限於透過本港及海外的信貸報告或處理客戶向本公司申請給予信貸或「孖展」的安排（如適用）；

(b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of client; and
代購買、出售、投資、交易、收購、保管、處置及辦理各種證券等有關事宜；及

(c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission ("SFC"), the rules and regulations of The Stock Exchange of Hong Kong Limited ("the Exchange") and Hong Kong Securities Clearing Company Limited ("the Clearing House").

保存有關資料，以符合本港所制訂有關證券交易的條例及附屬規例、證券及期貨事務監察委員會(「證監會」)的守則，以及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」)的規則及規例。

2 The Obligation to Provide Personal Data 提供個人資料的責任

2.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料，本公司可拒絕為客戶開設或持續操作帳戶或提供有關的服務。

2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance.

鑒於客戶在條例下的責任，當向本公司提供個人資料時，客戶須確認所提供的資料正確。

3 Disclosure of Information 資料的披露

3.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company's auditors such information as it requires to operate client's account or execute client's orders relating to the activities described in 1(b) above.

本公司如認為有需要，可向處理證券、期貨及期權結算的代理人或代名人、聯系人、個人或法團及本公司的核數師披露客戶開設帳戶的資料以運作客戶帳戶或執行上述 1(b) 所提及的事宜。

3.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR

relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例、證監會的守則、以及聯交所及中央結算的規則，客戶所提供的個人資料，本公司可向聯交所及中央結算、證監會及條例所界定的財務監管機構，根據法律有權查閱該等資料的政府部門、其他監管機構、個人或法團等披露。

4 Access to Personal Data 查閱個人資料

In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request.

根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理的費用以處理有關要求。

5 Enquiries 查詢

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections, should be addressed to :-

如客戶對本公司提供的個人資料有任何疑問，包括查閱及更正該等個人資料，可致函：

Prior Securities Limited

昇悅證券有限公司

Office Address: Room 902, 9/F Harcourt House, 39 Gloucester Road, Wan Chai, Hong Kong

辦公室地址：香港灣仔告士打道 39 號夏愨大廈 9 樓 902 室

Telephone No 電話號碼：(852) 2110 0181

Fax No. 傳真號碼：(852) 2110 0183

Part D – INTERNET SECURITIES TRADING SERVICES AGREEMENT 互聯網證券交易服務協議

If I/We hereby apply for your internet securities trading services with the following additional services. In consideration of your providing internet securities trading services, I/we agree and accept that:-

若本人/吾等申請您的互聯網證券買賣服務，鑒於閣下提供網上證券交易服務，本人/本公司同意及接受：

- The Services are for my/our sole and exclusive use. At no time and under no circumstances shall I/we disclose the user identification code (the 'User ID') and/or the password (the 'Password') of the Services to any other person. 此服務僅供本人/本公司獨家使用。在任何時候及情況下，本人/本公司均不得向任何其他人士透露使用者名稱及/或密碼。
- I/We shall be fully responsible for any accidental or unauthorised disclosure of the User ID and/or the Password to any other person and shall bear the risks of the User ID and/or the Password being used by unauthorised persons or for unauthorised purposes. 若使用者名稱及/或密碼在任何無意或未經授權的情況下為其他人士所知悉，本人/本公司須負全責；使用者名稱及/或密碼被未經授權人士使用或被用於未經授權用途的風險，亦須由本人/本公司承擔。
- Any instruction given in connection with the Services by quoting the User ID and the Password of mine/ours, once given, may not be rescinded or withdrawn without your consent. All such instructions given, as understood and acted on by you in good faith, shall be irrevocable and binding on me/us whether given by me/us or by any other person purporting to be me/us. You shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User ID and the Password. 經引用使用者名稱及密碼之任何與此服務有關的指示，一經發出後，如未經閣下同意，一概不得取消或撤回。所有此等已發出的指示，不論由本人/本公司或聲稱為本人/本公司的任何其他人士發出，經閣下按其誠信理解並予以執行後，即不可撤回，且對本人/本公司有約束力。除核證本人/本公司的使用者名稱及密碼外，閣下並無任何責任，核證任何此等指示的人士的身分，或核證此等指示的真確性。
- I/We shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any information or report or any other information as a result of such use by me/us or any other person whether or not authorised. 本人/本公司或任何其他人士（不論經授權與否）使用此服務及/或因使用此服務而獲得任何資訊或報告或其他資料而產生或與其有關的後果，本人/本公司須承擔全部責任。
- I/We shall indemnify you, any other person appointed by you and their respective officers and employees against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by you and/or any of them and all actions or proceedings which may be brought by or against you and/or any of them in connection with the provision of the Services and/or as a result of any default by me/us in the performance of these terms and conditions unless due to your and/or their negligence or wilful default, and this indemnity shall continue despite the termination of these terms and conditions. 本人/本公司須就閣下、閣下委任的任何其他人士，及上述機構/人士的有關行政人員及僱員可能招致的一切申索、債務、損害賠償、損失、法律費用及任何性質開支對閣下及/或該等機構/人士作出彌償；並就閣下及/或該等機構/人士可能在與提供此服務有關連的情況下，及/或由於本人/本公司在履行此等條款與細則時有任何失責而可能提出的任何法律訴訟或程序，或可能遭受到的任何法律訴訟或程序作出彌償，但由於閣下、上述機構/人士的疏忽或故意失責而招致者除外。是項彌償將於此等條款與細則終生效後繼續維持有效。
- Data held by you relating to me/us will be kept confidential but you may provide such information to any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services in connection with the operation of the Services. 閣下會對其持有本人/本公司的資料保密，但閣下可能會把該等資料提供給任何代理人、承包商、或向閣下提供行政、電訊、電腦或其他與此服務運作有關的第三方服務供應者。
- You reserve the right to charge fees in relation to the use and/or termination of the Services and to revise such fees. You shall determine and give reasonable notice to me/us the rate of any fee from time to time before they become effective which shall be binding on me/us if I/we continue to maintain or use the Services on or after the effective date. Fees may be collected from me/us in such manner and at such intervals as you may specify. 閣下有權就此服務的使用及/或終止使用收取費用，以及調整該等收費。閣下將不時就各類費用釐訂收費率，並在生效前的合理時間向本人/本公司發出通知；如本人/本公司於該等收費率生效日期當日或其後繼續保留或使用此服務，則該等收費率即對本人/本公司具有約束力。閣下可指定向本人/本公司收費的方式及周期。

8. All electronic channel and internet is, due to unpredictable traffic congestion and other reason, an inherently unreliable medium of communication and that such unreliability is beyond your control. I/We acknowledge that, as a result of such unreliability, there are security risks and risks of failure or delay in the transmission and receipt of instructions and other information and that this may result in influence on integrity and privacy of data, failure or delay in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given.
由於通訊擠塞及其他原因，任何電子渠道和互聯網屬不可靠通訊媒體，而此不可靠本質並非閣下所能控制。本人/本公司確認由於有此不可靠本質，在傳送及接收指令及其他通訊時會存在保安風險及無法傳送及接收以及延誤風險，影響資料的完整性和私隱性，或導致無法或延誤執行指令及/或執行指令時之價位有別於指令發出時之價位。
9. I/We acknowledge and agree that there are risks of interception of instructions as well as of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. In addition, I/we acknowledge and agree that it is not usually possible to cancel an instruction after it has been given.
本人/本公司確認及同意，在任何通訊中均存在指令遭人截取、誤解或出錯之風險，而此等風險須由本人/本公司全部承擔。再者本人/本公司確認及同意指令一經發出，通常不能撤消。
10. All online quoted data and information provided by you or any other third party is for reference purpose only and you shall not be liable for any inaccuracy thereof or any loss and damages whatsoever me/us in reliance thereon.
所有閣下及/或其他第三者於網上所報數據及資料只屬參考性質，閣下不會就其準確性或本人/本公司對之依賴而產生之任何損失及損害承擔任何責任。
11. The Services are only one of the order placing methods and I/we shall be bound by the client' s agreement between you and me/us for orders placing through the Services as if orders placing through ordinary methods. In addition, in case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.
此服務只為其中一種指示買賣方法。本人/本公司以此種方法指示買賣將如同以常用方法指示買賣般受客戶協議書約束。再者中英文本如有歧異，應以英文本為準。

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