# 富榮證券集團有限公司
# Forwin Securities Group Limited

## 客戶協議
## Client Agreement

## 公司客戶
## Corporate Client

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(Chinese version is for reference only)
(中文版本只供參考之用)


**1. STANDARD TERMS AND CONDITIONS (Securities Trading) 標準條款及細則 (證券交易)** 1
1.1 Scope of Agency and Authorization 代理及授權的範圍 1
1.2 Dealing Practices 交易慣例 2
1.3 Electronic Trading 電子交易 3
1.4 Settlement 交收 4
1.5 Terms of Possession 擁有條款 4
1.6 Charges and Expenses 費用及收費 5
1.7 Indemnity 彌償 5
1.8 Lien, Set-off and Combination of Accounts 留置權、抵銷權及帳戶的合併 5
1.9 Representations, Warranties and Undertakings 陳述、保證及承諾 6
1.10 Default 失責 7
1.11 Termination 終止 7
1.12 Notices and Communication 通知及通訊 8
1.13 General Provisions 一般條文 8
1.14 Governing Law 依據的法律 9
1.15 Risk Disclosure Statement 風險披露 9
1.16 Tax Compliance 稅務合規 9

**2. CASH CLIENT AGREEMENT 現金客戶條款** 10
2.1 The Account 戶口 10
2.2 Laws and Rules 法例及規定 11
2.3 Transactions 交易 11
2.4 Safekeeping of Securities 證券的保管 11
2.5 Cash Held for the Client 代客戶保管的現金 11
2.6 Risk Disclosure Statement 風險披露聲明 12
2.7 General 一般規定 12
2.8 Standing Authorization 常設授權 12
2.9 Over-the-Counter Transactions 場外交易 12

**3. MARGIN CLIENT AGREEMENT 保證金融資/孖展買賣協議** 13

**4. TERMS FOR ELECTRONIC TRADING SERVICES 電子交易服務條款** 16
4.1 Definitions 釋義 16
4.2 Using Electronic Trading Services 電子交易服務 16
4.3 Provision of Information 資訊提供 17
4.4 Intellectual Property Rights 知識產權 17
4.5 Limitation of Liability and Indemnification 法律責任和賠償限制 18
4.6 Termination of Electronic Trading Services 終止電子交易服務 18
4.7 Risk of Electronic Trading Services 風險披露 18
4.8 General 一般規定 19

**5. TERMS FOR MARKET DATA SERVICES 市場報價服務條款** 19
5.1 Introduction 引言 19
5.2 Licences and Mutual Obligations 許可及相互責任 20
5.3 Obligations of Subscriber 訂購者的責任 20
5.4 Disclaimer of Warranty and Limitation of Liabilities 不作保證免責聲明及責任限制 20
5.5 Term and Termination 有效期及終止 21
5.6 General 一般條款 21

**6. RISK DISCLOSURE STATEMENT – SECURITIES TRADING ACCOUNT 風險披露聲明 (證券交易帳戶)** 22
6.1 Risk of Securities Trading 證券交易的風險 22
6.2 Risk of Trading Growth Enterprise Market Stocks 買賣創業板股份的風險 22
6.3 Risks involved in Trading Callable Bull/Bear Contracts ("CBBC") 買賣牛熊證涉及的風險 22
6.4 Risks involved in Trading Derivative Warrants 投資衍生權證的風險 23
6.5 Risks involved in Trading Exchange Traded Funds ("ETFs") 投資交易所買賣基金涉及的風險 24
6.6 Risks Relating to Leveraged & Inverse ("L&I Products") 有關槓桿及反向產品(「槓桿及反向產品」)的風險 25
6.7 Specific Risks relating to Securities Trading through Shanghai-Hong Kong Stock Connect and Shenzhen – Hong Kong Stock Connect 透過滬港通及深港通買賣證券的特定風險 26
6.8 Risks of Received or Held Client Assets Outside Hong Kong 在香港以外收取或持有客戶資產的風險 27
6.9 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交易風險 27
6.10 Risks of Trading of Foreign Securities 買賣外國證券的風險 27
6.11 Risks of Trading Equity-linked Instruments 買賣高息票據的風險 27

6.12 Risks Relating to Structured Products 有關結構性產品的風險 28
6.13 Risks of Fund and Unit Trusts 基金及單位信託基金的風險 28
6.14 Risks of Investment in Collective Investment Schemes 投資集體投資計畫的風險 29
6.15 Risks of Trading Bonds 買賣債券的風險 29
6.16 Risks in relation to Authorized Third Party 與授權第三方有關的風險 29
6.17 Risk of Margin Trading 保證金融資/孖展買賣的風險 29
6.18 Risk of Providing an Authority to Repledge your Securities Collateral 提供將你的證券抵押品等再質押的授權風險 29
6.19 Additional Trading Risks 其他買賣風險 29
6.20 Limitation of Risk Disclosure 風險披露的限制 30

**7. PERSONAL INFORMATION COLLECTION STATEMENT 個人資料收集聲明** 30
7.1 Disclosure Obligation 披露義務 31
7.2 Use of Personal Data 個人資料之使用 31
7.3 Use of Data in Direct Marketing 使用資料作直接促銷 31
7.4 Rights of Access and Correction 查閱和修正的權利 32
7.5 Contact Person 聯絡人 32

**8. CLIENT ACCOUNT OPENING FORM 客戶開戶表格** 33
8.1 Corporate Information 公司資料 33
8.2 Shareholder(s) and Beneficial Owner(s) Information 股東及實益擁有人資料 34
8.3 Director(s) Information 董事資料 34
8.4 Bank Information 銀行資料 34
8.5 Authorized Person(s) Information 授權操作帳戶人資料 35
8.6 Investment Objectives/ Experience and Level of Risk Taking 投資目的/經驗及風險承受水平 35
8.7 Financial Status 財務狀況 36
8.8 Other Accounts and Related Account(s) 其他帳戶及關聯帳戶 36
8.9 Service of statements 送達結單 37
8.10 Use of Personal Data in Direct Marketing 使用個人資料作直接促銷用途 37
8.11 Identity Declaration 身份聲明 38
8.12 Acknowledgement and Consent 確認及承諾 39
8.13 Witnessing of Client Signature 見證客戶簽署 40
8.14 Declaration by Licensed Person 持牌人聲明 41

**9. CLIENT DECLARATION 客戶聲明** 42

**10. KNOWLEDGE OF DERIVATIVES QUESTIONNAIRE 衍生工具認識問卷調查** 43

**11. PERSONAL GUARANTEE 私人擔保** 44

**12. CERTIFIED EXTRACTS OF THE BOARD RESOLUTION 經核證之會議紀錄摘要** 46

**13. CLIENT CONSENT UNDER HONG KONG INVESTOR IDENTIFICATION REGIME (HKIDR) AND OVER-THE-COUNTER SECURITIES TRANSACTIONS REPORTING REGIME (OTCR)**
**香港投資者識別制度及場外證券交易彙報制度確認函** 49

# 1. STANDARD TERMS AND CONDITIONS (Securities Trading)
# 標準條款及細則 (證券交易)

In consideration for the provision of securities trading, credit facilities and related services by Forwin Securities Group Limited (the "**Company**" or "**FORWIN**", which expression shall include the head office and each and every branch of FORWIN wherever situate, its successors in title and assigns), the client identified in the Account Opening Form[1] or approved by FORWIN and at whose request or on whose behalf one or more accounts are opened with FORWIN agrees to accept and be bound by the provisions of the above-mentioned Account Opening Form, these Standard Terms and Conditions ("**Conditions**") and the applicable Clause 2, Clause 3, Clause 4, Clause 5, Clause 6 and Clause 7 hereto (collectively called "**this Agreement**" or "**Agreement**"), as from time to time amended or supplemented by FORWIN, which said provisions of the Agreement shall apply to all of the said services and facilities provided to such client (the "**Client**" or "**you**", which expression shall include such client's heirs, executors, administrators, personal representatives and successors as the case may be and all references to "**your**" shall be construed accordingly), unless otherwise expressly agreed in writing by FORWIN. If you carry on or continue to carry on business with FORWIN, it shall constitute your acceptance of FORWIN's terms and conditions which form part of FORWIN's agreement with you and constitute a legally binding contract between you and FORWIN. This Agreement shall be in substitution for and to the exclusion of any prior terms of business between you and FORWIN relating to the subject matter of this Agreement.
鑒於富榮證券集團有限公司 (「**本公司**」 或 「**富榮證券**」，此稱號包括富榮證券的總行及不論位於何處的各分行，以及富榮證券的權益繼承人及受讓人) 所提供的證券交易、信貸融通及有關的服務，在開戶表格[1]上識別為客戶或由富榮證券核准的有關客戶並按該客戶的要求或為其於富榮證券開立一個或以上帳戶的該客戶同意接受及受不時可由富榮證券修改或增補的載於上述開戶表格、本標準條款及細則 (「**標準條款**」 ) 及附於本標準條款而適用的第二條、第三條、第四條、第五條、第六條及第七條的條款及細則 ( 統稱「**本協議**」 或 「**協議**」 ) 所約束。除非富榮證券另作明確的書面同意，否則本協議的條款及細則適用於所有上述向該客戶(「**客戶**」或「**你**」，此稱號視任何情況而定將包括該客戶的繼承人、遺囑執行人、遺產管理人、個人代表及遺產繼任人及所有提述 「**你的**」 須作相應的詮釋 ) 提供的服務及便利。如果你與富榮證券進行業務往來或繼續與並進行業務往來，這將會構成你接納富榮證券的條款 ( 有關條款將成為富榮證券與你的協議的一部份 ) 及構成為你與富榮證券之間的一份具法律約束力的合約。本協議將會取代及排除你與富榮證券就本協議的標的事宜而先前達成的任何業務條款。

Terms defined in this agreement have the same meaning as in the other schedules annexed thereto.
本協議中所提及的術語與其夾附之其他附表中的術語具有相同的含義。

**1.1 Scope of Agency and Authorization 代理及授權的範圍**

1.1.1 You or your Authorized Person(s)[2] may give to the Company instructions (which the Company may in its absolute discretion reject) to effect securities[3] and other transactions for you. The Company may act on instructions given orally, in writing or electronically which purport, and which the Company reasonably believes to come from you or your Authorized Person(s) or to have been given on your behalf. The Company will not be under any duty to verify the capacity of the person(s) giving those instructions.
你或你的獲授權代理人[2]可向本公司發出指示 (本公司有絕對酌情權拒絕接納有關指示 ) 以代你執行證券[3]及其他交易。本公司可就據稱或其合理地相信源自於你或你的獲授權代理人或由你的代表發出的口頭、書面或電子形式的指示而行事。本公司無任何責任去核對發出這些指示的人士以何種身份行事。

1.1.2 If FORWIN solicits the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives, whereas "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. 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.
假如富榮證券向你招攬銷售或建議任何金融產品，該金融產品必須是富榮證券經考慮你的財政狀況、投資經驗及投資目標後而認為合理地適合你，而「**金融產品**」是指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。本協議的其他條文或任何其他富榮證券可能要求你簽署的文件及富榮證券可能要求閣下作出的聲明概不會減損本條款的效力。

1.1.3 If you are allowed by FORWIN to engage in securities trading through either cash account or margin account or to use the market data services and other related services, you are further subject to the terms and conditions set out in the Clause 2, Clause 3, Clause 4, Clause 5, Clause 6 and Clause 7 hereto as the case may be.
若富榮證券容許你以現金帳戶或保證金帳戶進行證券交易服務或使用市場報價服務及其他相關服務，你亦進一步受到本協議的第二條、第三條、第四條、第五條、第六條及第七條的條款及細則所約束 ( 視情況而定 )。

1.1.4 The Company may effect your securities transactions in such manner and through any of its Affiliates[4], members or participants of any exchange or clearing house, or brokers in the relevant markets as FORWIN may absolutely decide. FORWIN will usually act as your execution agent, and if FORWIN acts as principal to your transactions, this will be disclosed to you prior to or at the point of entering into transaction and in the relevant contract notes or trading confirmations. You agree that FORWIN, unless otherwise required by relevant laws or regulations, shall not be accountable to you for any commissions, remuneration, rebates or other benefits which FORWIN may receive from or offer to any person in respect of any transaction or business conducted with you or on your behalf.
本公司可根據其絕對決定以何種形式透過任何其聯屬人[4]、任何交易所或結算所的會員或參與者，或相關市場的經紀執行你的證券交易。富榮證券通常作為你的執行代理人，而如果富榮證券本身是作為你的交易對手，這將會在訂立交易前或在訂定交易時以及有關的成交單據或交易確認函中向你披露。除非因相關法律或規例所規範，你同意富榮證券毋須就任何與你或代表你進行的交易或業務所獲取的或向任何人士提供的佣金、報酬、回佣或其他利益向你作出任何交代。

1.1.5 The Company may, from time to time, act as a distributor of certain investment products, which may be issued by FORWIN itself, an Affiliate or by a third party independent of FORWIN. FORWIN may be affiliated with various issuers of investment products. Issuers that are the holding companies/subsidiaries associated with FORWIN are FORWIN's Affiliates. All other issuers are third party issuers which are not Affiliates, and not associated with FORWIN.
本公司將不時地分銷某些投資產品，而這些投資產品可能由富榮證券、其聯屬人或獨立於富榮證券的第三方發行。富榮證券可能跟多位投資產

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1 **"Account Opening Form"** means the account opening form or other document (however described) prescribed by FORWIN from time to time and provided by or on behalf of the relevant client to FORWIN in respect of such client's application to open one or more accounts with FORWIN.
**「開戶表格」**指富榮證券不時指定及由有關客戶或其代表向富榮證券所呈交與該客戶申請於富榮證券開立一個或以上帳戶的有關開戶表格或其他文件 ( 不論實際如何稱述 )。

2 **"Authorized Person(s)"** means the person(s) authorized by you, as described in Clause 8, to give instructions to FORWIN as notified to FORWIN from time to time in such manner as FORWIN requires.
**「獲授權代理人」**指於第八條內所表述獲你授權可向富榮證券發出指示的人士，並且根據富榮證券所要求的形式，不時通報富榮證券該等授權人士。

3 **"Securities"** means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to law including, without limitation:- (a) shares, stocks, debentures, loan stocks, funds, certificates of deposit, bonds or notes of, or issued by, any person, government or municipal government authority; (b) rights, options, forward contracts, futures or interests (whether described as units or otherwise) in or in respect of any securities in the said subparagraph (a); (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in the said subparagraph (a); and (d) interests in any collective investment scheme.
**「證券」**指任何根據法律名為證券或通常稱為證券的權益、權利或財產 ( 不論屬文書或其他形式 )，包括但不限於：(a) 任何由人士、政府或市政府當局或由其發行的股份、股票、債權證、債權股、基金、存款證、債券或票據；(b) 在 (a) 段所述各證券中或關乎該等證券的權利、期權、遠期合約、期貨或權益 ( 不論以單位或其他方式描述 ) (c) 在 (a) 段所述各證券的證明書或收據，或認購或購買該等證券的權證 ; 及 (d) 在任何集體投資計劃中的權益。

4 **"Affiliate"** means, in relation to a party, an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any of such entities' directors, officers or employees.
**「聯屬人」**就任何一方而言，指個人、法團、合夥企業或任何其他形式的直接或間接控制，由該方控製或與其共同控制的實體或其董事，高級職員或僱員的任何實體。

品發行商聯屬。如發行商為富榮證券之控股公司或附屬公司，均為富榮證券聯屬人。其他第三方發行商而非富榮證券之聯屬人，均非與富榮證券有聯屬關係。

1.1.6 The Company or its Affiliates may receive certain benefits from the product issuer for distribution of the product. FORWIN may also monetarily benefit from distributing its own products. Such benefits might include:
本公司及聯屬人在產品分銷時可能從產品發行商得到某些收益。富榮證券可能於分銷產品時獲得金錢收益。這些收益可能包括：

a. Non-explicit monetary benefits for distributing an investment product which is issued by FORWIN or its Affiliates. FORWIN and other group companies may benefit from the origination and distribution of certain products;
於分銷富榮證券或聯屬人所發行的產品而收取並非明確金錢報酬。富榮證券或聯屬人可能於產品成立及分銷時獲得利益；

b. Monetary benefits which are not quantifiable prior to or at the point of sale such as trailer fees and rebates; and
於訂立交易前或訂定交易時不可量化的金錢收益，例如：銷售佣金或回佣；及

c. Non-monetary benefits, such as research and advisory services, market analysis, portfolio analysis, training, and seminars.
非金錢收益，例如：研究及建議服務、市場分析、組合分析、培訓及講座。

1.1.7 You may at times be able to benefit from a reduction in or a discount on the fees and charges payable in relation to certain investment products.
因應某些投資產品，你可能不時獲得費用及收費折扣。

1.1.8 Securities transactions effected by FORWIN on your behalf are subject to the laws, regulations, constitution, bye-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, exchange, clearing house or jurisdiction as amended from time to time.
富榮證券代你進行的證券交易須受到有關市場、交易所、結算所或司法管轄區不時修訂的法律、規例、憲章、附例、規則、習慣、用法、裁定和詮釋及交易徵費所約束。

1.1.9 You agree to and hereby irrevocably appoint FORWIN with full power and authority as your true and lawful attorney, to the fullest extent permitted by law, to act for and on your behalf for purpose of carrying out the provisions of this Agreement and taking any action and executing any document or instrument in your name or in FORWIN's own name which FORWIN may deem necessary or desirable to accomplish the purposes of this Agreement.
你同意及謹此不可撤銷地委任富榮證券並賦予其全面的權力及權限， 作為你的真正及合法授權人 ( 在法律許可的全面範圍內 ) 去為你及代表你執行本協議的條款，並於富榮證券認為在履行本協議的目的有所需要或合宜之時，以你或富榮證券本身的名義簽訂任何文件或文書。

1.1.10 Only your Authorized Persons are entitled to have discretionary authority with respect to your account(s) with FORWIN and they must exercise their authority in accordance with applicable laws, rules, regulations and regulatory requirements (statutory or otherwise). FORWIN and its directors, officers, employees and agents may not act as an Authorized Person and shall not have any discretionary authority with respect to any of your account(s) with FORWIN. FORWIN shall not be held liable or responsible for anything done or omitted to be done by any person in breach of this provision.
只有你的獲授權代理人擁有你在富榮證券開立帳戶的全權委託授權，而且他們必須遵守適用的法律、規則、規例及監管要求 ( 不論是否法定要求 ) 以執行他們所有的授權。富榮證券及其董事、高級職員、僱員及代理人不可作為獲授權代理人之身份行事，並且不得就你在富榮證券開立的任何帳戶獲得任何全權委託授權。富榮證券不會就任何人士違反本條款規定而作出或沒有作出的任何事情負上任何義務或責任。

1.1.11 FORWIN is not an independent intermediary because (i) it receives fees, commissions or other monetary benefits from other parties (which may include product issuers) in relation to its distribution of Investment Products to you. For details, you should refer to the disclosure on monetary benefits which FORWIN is required to deliver to you prior to or at the point of entering into any transaction in Investment Products; and/or (ii) FORWIN receives non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that FORWIN may distribute to you.
富榮證券並非獨立仲介機構，因為：(i) 對於其向閣下分銷的投資產品，富榮證券從其他各方（可能包括產品發行人）收取費用、佣金或其他金錢利益。對於相關詳情，閣下可查閱關於金錢利益的資訊披露，富榮證券須於達成投資產品的任何交易之前向閣下提交相關披露；及／或披露 (ii) 富榮證券從其他各方收取非金錢利益，或與富榮證券向閣下所分銷產品的發行人有密切關聯或其他法律或經濟關係。

**1.2 Dealing Practices 交易慣例**

1.2.1 The Company may determine the priority in the execution of your orders having due regard to market practice, applicable regulations and fairness to all clients.
本公司在適當考慮過市場慣例、適用規例及對所有客戶之公平性後，可決定執行你的買賣盤的優先次序。

1.2.2 The Company may, without prior reference to you, combine for execution your orders with the orders of other clients. This may result in a more favorable or less favorable price being obtained for you than executing your orders separately. Where there are insufficient securities to satisfy orders so combined, the transactions will be allocated between clients with due regard to market practice and fairness to clients.
本公司可在沒有事前向你提及的情況下，將你的買賣盤與其他客戶的買賣盤合併執行。這可能較獨立地為你執行買賣盤而為你帶來較有利或不利的執行價格。如果未有足夠的證券以滿足這些經合併的買賣盤，富榮證券可在適當考慮過市場慣例及對客戶之公平性後，將有關交易在其客戶之間分配。

1.2.3 The Company will not be liable for any delay or failure in the transmission of orders due to breakdown or collapse of communication facilities or for any other delay or failure beyond the control of the Company.
對於因為通訊設施的故障或失靈或任何其他在富榮證券可控的範圍以外的延誤或故障而導致買賣盤的傳送出現延誤或失敗，本公司將毋須承擔責任。

1.2.4 By reason of physical restraints and rapid changes of securities prices, the Company may not always be able to execute your orders in full or at the prices quoted at any specific time or "at best" or "at market" and you agree to be bound by such executions.
由於實際情況的限制及證券價格迅速的變動，本公司可能未必能夠全數執行或依照在某個時間的報價或按照「最佳價」或「市價」執行你的買賣盤，而你同意受此等交易的約束。

1.2.5 Request to cancel or amend your orders is only possible before the orders are executed. In the case of full or partial execution of your cancelled orders, you agree to accept full responsibility for the transactions.
取消或修改你的買賣盤的要求只可在此等買賣盤被執行前才可被接納。如果你要求取消的買賣盤已經全數或部份被執行，你同意就此等交易負上全部責任。

1.2.6 Market orders may result in unfavorable executions owing to volatile market conditions. Moreover, cancellation of market orders is rarely possible as they are subject to immediate execution.
市價買賣盤可能會因為市況波動而導致以不利的價格被執行。此外，由於市價買賣盤會即時被執行，因此通常難以取消。

1.2.7 Your trading orders are good for the day unless you specify otherwise. A good-till-cancelled order remains a pending order until cancelled by you. The order may be executed at any time prior to such cancellation, and you accept full responsibility for the transactions.
除非你另行指明，否則你的買賣盤會在你落盤當日整日有效。一直有效的買賣盤將持續有效地有待執行直至被你取消為止。此等買賣盤可在取消之前的任何時間被執行，而你同意就此等交易承擔一切責任。

1.2.8 Following execution of your orders, FORWIN will send you trade confirmations of your transactions and relevant statements summarizing entries in your account. Transactions recorded on such trade confirmations and statements shall be deemed to be authorized, correct and binding on you if not objected to in writing by you within **forty-eight (48)** hours after receiving the relevant trade confirmations and statements and within **two (2)** days upon receiving the relevant statements.
在替你執行買賣盤後，富榮證券將會向你發出交易確認及有關的結單扼要地列出你的帳戶的記項。如果你在收到有關交易確認以後的**四十八(48)**小時內及在收到有關結單**兩(2)**日內不作出任何書面異議，則該等交易確認及結單內之有關交易記錄將被視作已被授權、正確及於你而言具有約束性的。

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

若富榮證券向你提供有關衍生產品（包括期權）的服務，富榮證券應按照要求向你提供有關該產品的規格或任何章程或其他要約文件。

1.2.10 You confirm that until such time as FORWIN receives written notice from you to the contrary in respect of one or more specific transactions, you will not give FORWIN any order to sell securities which is a short selling order (as defined in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong) ("**SFO**")) to be executed at or through the Stock Exchange of Hong Kong Limited ("**SEHK**").
你確認除非富榮證券實際收到你關於你對某一項或一項以上的指定交易之反對書面通知，否則你將不會給予富榮證券於或透過香港聯合交易所(「**聯交所**」)出售證券的交易指示，而該等交易指示是屬於賣空指示（其釋義按《證券及期貨條例》(香港法例第 571 章)(「**《證券及期貨條例》**」)附表 1 第 1 部第 1 條所訂定）。

1.2.11 Without prejudice to Clause 1.2.10 above, in respect of each short selling order to be transacted at or through the SEHK upon your instruction, you understand the relevant provisions of sections 170 and 171 of the SFO and its related subsidiary legislation and agree to ensure compliance with the same by you and any other relevant persons.
在不影響上述第 1.2.10 條的原則下，關於每一個按你指示於或透過聯交所進行賣空的指示，你明白《證券及期貨條例》第 170 條及第 171 條及其相關的附屬法例的有關條款，並同意確保你及任何其他有關人士將會遵守該等條款。

1.2.12 You understand that where FORWIN is selling as agent, FORWIN shall not convey or accept an order to sell securities which is a short selling order at or through the SEHK unless FORWIN has received from you, or any other person for whose benefit or on whose behalf the order is made, certain required assurance and FORWIN shall be obliged to collect from you, or such other person, such information (if any), in the form of a document and within such time, as is prescribed by relevant rules made under the SFO.
你明白富榮證券是以代理人身份出售證券，富榮證券不得於或透過聯交所傳達或接受屬於賣空的指示，除非富榮證券已從你或其他人士（如該指示是為該等其他人士的利益或代其他人士作出）並按照《證券及期貨條例》的有關規則訂明的時間內收取所需的保證，並且富榮證券有義務向你或該等其他人士收取以文件形式提供的如此訂明的資料（如有）。

1.2.13 You understand and agree that FORWIN may use a telephone recording system to record conversations with you and your Authorized Persons. You acknowledge and warrant that each Authorized Person also consents to such recording.
你明白及同意富榮證券可使用電話錄音系統將富榮證券與你及你的獲授權代理人等的對話交談錄音。你聲明及保證每個獲授權代理人亦同意富榮證券進行此等錄音。

**1.3 Electronic Trading 電子交易**

1.3.1 FORWIN may provide you with electronic trading facilities and services which may include but is not necessarily limited to trading through internet, electronic or mobile devices (collectively called "**Electronic Trading Services**") and they are provided upon the provisions of this Agreement and other terms and conditions to be specified by FORWIN from time to time.
富榮證券可向你提供電子交易設施及服務，其中可包括但並不必限於通過網際網路平台或電子或移動設備的交易等（統稱「**電子交易服務**」），而有關設施及服務是按照本協議及富榮證券不時指明的其他條款而提供的。

1.3.2 When using the Electronic Trading Services, you warrant that you are the only authorized user of your Transaction Passwords[5] and will be responsible for all instructions placed and all transactions conducted with the use of your Transaction Passwords. You also undertake to use your Transaction Passwords with caution.
當使用電子交易服務時，你保證你是你的交易密碼[5]的唯一獲授權使用者及將會就所有透過使用你的交易密碼發出的買賣盤及所有進行的交易承擔責任。你並且保證會小心地去使用你的交易密碼。

1.3.3 You shall not and shall not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to the Electronic Trading Services.
你不會及不會嘗試影響、修改、以破解編程或反向編程方式或以任何方式改變或在未獲授權的情況下使用電子交易服務。

1.3.4 When you open an account on-line, in addition to completing and returning the Agreement through the Internet, you agree and undertake to return to FORWIN the original copy of the Agreement duly completed and signed by you witnessed or certified by a professional person such as a branch manager of a bank, certified public accountant, lawyer, notary public or any other person acceptable to FORWIN. FORWIN shall be entitled to refuse to execute your instructions until it has received such hard copy of the Agreement.
當你於線上開立帳戶時，除了透過在互聯網上填妥及交回本協議，你同意及承諾交回你填妥及簽署並經由專業人士（例如銀行分行經理、執業會計師、律師、公證人或任何其他富榮證券可接受的人士）所見證或驗證協議的真本。富榮證券有權拒絕執行你的指示直至富榮證券已收妥上述的協議真本。

1.3.5 Unless otherwise agreed by FORWIN, FORWIN is not obliged to execute your instructions until there are sufficient cleared funds or securities in your account to settle your transactions.
除富榮證券同意外富榮證券並沒有義務執行你的指示，直至你的帳戶有足夠的已結算款項或證券以結算進行你的交易。

1.3.6 FORWIN will not be deemed to have received your instructions or have executed your orders unless and until you are in receipt of FORWIN's message acknowledging receipt or confirming execution of your orders. You agree to immediately notify FORWIN if you do not receive FORWIN's message acknowledging receipt or confirming execution of your orders, or you are in receipt of any messages in respect of transactions which you did not instruct, or you become aware of any unauthorized use of your Transaction Passwords.
除非及直至你收到富榮證券的信息確認已收到或確認已執行你的指示，否則富榮證券將不被視為已收到你的指示或已執行你的指示。當你沒有收到富榮證券就你的指示而發出的確認已收到或確認已執行的信息，或你收到涉及並非由你作出指示的交易的任何信息，或你發現任何有關你的交易密碼未獲授權的使用，你同意你會即時通知富榮證券。

1.3.7 The Electronic Trading Services provide you with an additional means to place instructions to FORWIN or gain access to information relating to your account. You may also do so by calling one of FORWIN's sales representatives direct. If you experience any problems in reaching FORWIN through the Electronic Trading Services, you may use other methods to communicate with FORWIN and inform FORWIN of the difficulty you are experiencing.
電子交易服務為你提供額外的途徑以便向富榮證券發出指示或查閱有關你的戶口資料。你亦可直接致電富榮證券的任何一位營業代表發出指示或進行戶口資料查詢。如果你透過電子交易服務聯絡富榮證券時遇到任何困難，你可以使用其他方法與富榮證券聯絡，並通知富榮證券你所遇到的困難。

1.3.8 You agree to review every order before placing it as it may not be possible to cancel your orders once given.
你同意在發出每一個指示之前加以複核，因為你的指示一經作出，便可能無法取消。

1.3.9 You may give on-line instructions to FORWIN regarding fund deposit, fund withdrawal and transfer of securities followed by original copy of such instructions. However, FORWIN is authorized at its discretion to act upon your on-line instructions alone. Your account will be credited with the relevant funds or securities once FORWIN receives your cleared funds or securities.
你可以就存款、提款及轉移證券向富榮證券作出線上指示，然後再補交有關指示的真本。唯惟富榮證券獲授權可自行決定只祇根據你的線上指示去執行有關的指示。當富榮證券收到你的已結算款項及證券時，你的帳戶便會記入有關的款項及證券。

1.3.10 In the case of securities transfer, you will be responsible for arranging the relevant third party to deliver the securities to you or to receive your securities, and that any handling, transfer or custodian fees and charges shall be at your costs.
如涉及轉移證券，你須負責安排有關之第三者向你交付證券或收取你的證券，而因此招致的任何處理、轉移及託管費用及收費將會由你承擔。

1.3.11 The Electronic Trading Services may provide, for informational purposes only, data about securities, derivatives, mutual funds or other investment products published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for

5 **"Transaction Passwords"** means your password, PIN, User ID or such codes as may either be notified to you or specified or reset by you from time to time in respect of your access to the Electronic Trading Service.
**「交易密碼」**指你的通行密碼、個人身份密碼、使用者密碼，或任何就你使用電子交易服務而不時向你通報或不時經由你設定或重設的密碼。

the relevant products. Whilst FORWIN believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from FORWIN shall be inferred from such data.
電子交易服務是純粹為着提供參考信息而向你提供由第三者所發佈的有關證券、衍生產品、互惠基金及其他投資產品的信息。由於市況波動及數據傳送過程可能出現的延誤，有關的信息可能並非該等相關產品的實時市場報價。儘管富榮證券相信該等信息是可靠的，但它沒有獨立的基礎可以核證或反駁有關信息的準確性和完整程度。任何人士不得從該等信息來推論富榮證券對該等信息作出推薦或認可。

1.3.12 Information provided under the Electronic Trading Services is provided on an "as is", "as available" basis and FORWIN does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. FORWIN gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such information.
電子交易服務所提供的信息是按照「現況」及「現時所供應」的基礎而提供的，及富榮證券不會擔保該等信息的及時性、次序、準確度、充份程度或完整程度。就該等信息而言，富榮證券沒有作出任何明示或默示的保證（包括但不限於可商售性或適合性作任何某種用途的保證）。

1.3.13 Notwithstanding any other provisions contained in this Agreement, where you are a client using the Electronic Trading Services, following execution of your trading orders, you accept that FORWIN may send you and you agree to receive trade confirmations of your transactions through electronic posting to your account or other electronic means in lieu of printed confirmations. Such information will be freely accessible by you after such sending by FORWIN and you shall print out the confirmations or make your own arrangements forthwith without delay to maintain your own records if necessary. FORWIN will also send you relevant statements summarizing entries in your account by mail, email or otherwise.
不論本協議中任何其他條款的規定，若你是使用電子交易服務的客戶，於你的買賣指示被執行之後，你接受富榮證券可以而你亦同意接收富榮證券通過電子告示方式或通過其他電子方式以取代印本形式向你發出你的成交單據。於富榮證券發出該等信息之後，你可隨意讀取該等信息。若有需要的話，你必須盡快將該等單據列印出來或作出你自己的安排，以便在必要時保留你自己的紀錄。富榮證券也會以郵遞、電子郵件或其他方式向你發出有關的結單，總結你帳戶內的記帳情況。

1.3.14 You accept the risks of receiving or gaining access to services through and communication and conducting transactions over the Internet or other electronic means or facilities.
你接受經由互聯網或其他電子方式或便利設施的通訊及進行的交易而接收或取用服務的風險。

**1.4 Settlement 交收**

1.4.1 Where FORWIN has executed a purchase or sale transaction on your behalf, you will on demand or by the due settlement date as required by FORWIN or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to FORWIN. If you fail to do so by such time or date, FORWIN is authorized by you, in its absolute discretion:
如富榮證券代表你執行買入或出售之交易，你將要在富榮證券要求之時或在交收到期日按照富榮證券或有關的交易所或結算所的要求向富榮證券支付已結算的款項或以可交付的形式向富榮證券交付證券。如果到該時間或日期你未有這樣做，富榮證券獲得你授權根據其絕對酌情權：

a. in the case of a purchase transaction, to transfer or sell any securities in your account (including the purchased securities) to satisfy your obligations; or
如屬買入交易，轉移或出售你帳戶內的任何證券（包括該等已購入的證券）以履行你的義務；或

b. in the case of a sale transaction, to borrow and/or purchase such sold securities as are necessary to satisfy your settlement obligations and you must pay and be responsible for all losses, costs, fees and expenses of all such transactions
如屬出售交易，借入及/或買入所需的該等已出售的證券，以履行你的交收義務。而你必須支付及承擔有關交易的所有損失、成本、費用及開支。

1.4.2 You will reimburse any amounts or premiums which FORWIN may be required to pay and for any losses, costs, fees and expenses (including legal expenses on a full indemnity basis) in connection with any settlement failure of your trades.
你須付還富榮證券就你的交易的任何交收失誤而可能須支付的任何數額或溢價及任何的損失、成本、費用及開支（包括根據全數彌償基礎計算的法律費用）。

1.4.3 To facilitate due settlement by you, FORWIN may in its absolute discretion lend securities to you or borrow securities for you to settle your sale trades. FORWIN may also enter into securities loans arrangements on your behalf or for your benefit, whether in the name of FORWIN, its Affiliates or otherwise, upon such terms as FORWIN conclusively decides. You shall indemnify FORWIN and its Affiliates for any margins, guarantees, securities or collateral maintenance and expenses as may be required under the securities borrowing and lending arrangements. FORWIN does not warrant or guarantee the availability or the continuing availability of such short selling facility or securities borrowing and lending facility.
為着方便你準時進行交收，富榮證券可根據其絕對酌情權向你借出股票或代你借入股票以交收你的出售交易。富榮證券亦可以其或其聯屬人或任何人的名義及根據其最終決定的條款代你或以你的利益訂立證券借貸安排。你須彌償富榮證券或其聯屬人在該等證券借貸安排之下所需的任何保證金、擔保、證券或抵押品的維持金額及費用。富榮證券不會保證或擔保這種賣空便利或股票借貸服務的可用性或持續可用性。

1.4.4 All currency exchange risks in respect of any transactions, settlement actions or steps taken by FORWIN under this Agreement shall be borne by you.
富榮證券根據本協議而進行的任何交易、交收行動或步驟所涉及的外匯兌換風險將由你承擔。

1.4.5 For the purposes of carrying out your orders or exercising any of FORWIN's rights under this Agreement or under any of your accounts with FORWIN, FORWIN may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any account(s) of yours or standing to your credit to any other currency. Exchange rate losses and the costs of conversion shall be borne by you.
為了執行你的指令或行使富榮證券在本協議下或在你的任何帳戶下的權利的目的之情況下，富榮證券可在任何時候按其獨有及絕對酌情權及並無責任的情況下將你任何帳戶內或你的信用額內任何幣別的任何金額兌換成任何其他貨幣。滙率損失和兌換成本須由你承擔。

**1.5 Terms of Possession 擁有條款**

1.5.1 Securities purchased for you will be delivered to you (or as you may direct) provided that:
為你購入的證券將會交付給你（或如你所指示），條件是：

a. such securities are fully paid;
該等證券須已全數付清代價；

b. such securities have been received by, and under the safe custody of, FORWIN and
該等證券須已被富榮證券全數收取並安全保管下;及

c. such securities are not subject to any lien, and/or are not held as collateral by FORWIN or its Affiliates.
該等證券並沒有受到任何留置權約束，及/或並非由富榮證券或其聯屬人持有作為抵押品。

1.5.2 Client securities and securities collateral of FORWIN shall be treated and dealt with in compliance with the provisions of the SFO and relevant rules made thereunder and relevant securities from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities with an authorized financial institution, a custodian approved by the Hong Kong Securities and Futures Commission (the "**SFC**") or another intermediary licensed for dealing in securities, or registered in your name or an associated entity of FORWIN.
富榮證券的客戶證券及證券抵押品所獲取的對待及處理須符合《證券及期貨條例》及其有關規則條文的規定下，而不時代你收取的有關證券抵押品將被存放於在認可財務機構、獲證券及期貨事務監察委員會（「**證監會**」）核准的保管人或另一獲發牌進行證券交易的中介人處維持，為持有該等客戶證券目的，而在香港維持的獨立帳戶穩妥保管；或以你或富榮證券或其有聯繫實體的名稱登記。

1.5.3 FORWIN will not return to you the securities originally delivered or deposited but will return securities of the same class, denominations and nominal amount and ranking to you upon your instruction in writing.
富榮證券將不會向你交還你原先所交付或存放的證券，但倘收到你的書面指示，會向你付還同一類別、面值、名義數額及等級的證券。

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

凡由富榮證券代你持有的證券並不是以你的名義登記，則任何就該等證券所帶給的股息、分派或利益將會由富榮證券代收，然後記入你的帳戶。富榮證券亦可依照你事先的具體指示，就該等證券代你行使表決權。

1.5.5 Subject to the provisions of the SFO and relevant rules made thereunder, you authorize and agree that securities and securities collateral from time to time received or held on your behalf may be treated and dealt with in such manner as FORWIN may deem fit. You understand that such securities and securities collateral may be subject to a lien or charge in favor of third parties and return of such securities or securities collateral to you may be subject to satisfaction of such lien or charge. You also agree that FORWIN shall be entitled to retain for its own benefit and not be accountable to you for any fees, income, rebates or other benefits resulting from any lending or deposit of your securities or securities collateral to or with any third party for any purpose by FORWIN.
在《證券及期貨條例》及其有關規則的規範及限制下，你授權並同意不時代你收取或持有的證券及證券抵押品可按富榮證券認為適當的方式去對待及處理。你明白該等證券及證券抵押品可能受第三者的留置權或押記所約束，及該些證券或證券抵押品必須於解除該等留置權或押記後才可以退還給你。你亦同意富榮證券有權為其本身的益處保留及毋須向你交代源自任何由富榮證券向第三者為任何目的借出或存放你的證券或證券抵押品所獲取的任何收費、收入、回佣或其他利益。

1.5.6 Client money of FORWIN shall be treated and dealt with in compliance with the provisions of the SFO and relevant rules made thereunder and, accordingly, relevant client money from time to time received on your behalf will be paid into a segregated account for client money maintained in Hong Kong with an authorized financial institution or any other person approved by SFC. You agree that FORWIN shall be entitled to retain for its own benefit and not be accountable to you for any amounts of interest derived from the holding of client money on your behalf.
富榮證券的客戶款項所獲取的對待及處理須符合《證券及期貨條例》及其有關規則條文的規定下，因此不時代你收取的有關款項將按例相應被存入於認可財務機構或獲證監會批准的任何其他人士處開立而為持有有關的客戶款項目的開立在香港開立及維持的獨立帳戶。你同意富榮證券有權為其本身的益處保留及毋須向你交代任何代你持有的款項所產生的利息款額。

1.5.7 Subject to the provisions of the SFO and relevant rules made thereunder, FORWIN and its Affiliates shall have your standing authorization given on behalf of yourself and your Affiliates to (without being obliged so to do) effect fund transfers between any two or more of your and your Affiliates' accounts maintained with FORWIN and its Affiliates (of whatever nature and whether individually or jointly with others) for the purpose of discharging or reducing your or any of your Affiliates' obligations or indebtedness towards FORWIN or its Affiliates and without further consent from or any notice to you or your Affiliates.
在《證券及期貨條例》及其有關規則的規範及限制下，富榮證券及其聯屬人( 於無義務的情況下) 將持續被授權以你及你的聯屬人的名義於兩個或以上屬於你及你的聯屬人於富榮證券及其聯屬人開設的帳戶( 無論是任何性質及是否個別性質或聯名性質) 之間進行款項轉撥而無需你或你的聯屬人任何進一步的同意或被知會，藉此清算或減低你或任何你的聯屬人須向富榮證券或其聯屬人所須履行的責任或償付的債項。

1.5.8 Without prejudice to any other rights and remedies available to FORWIN, you agree that FORWIN may dispose or initiate a disposal by an associated entity of FORWIN of any of the securities or securities collateral from time to time received or held on your behalf in settlement of any liability owed by you or on your behalf to FORWIN, such associated entity or a third person.
在不影響富榮證券的任何其他權利及補救方法的情況下，你同意富榮證券可處置或促使富榮證券的有聯繫實體處置任何不時代你收取或持有的證券或證券抵押品，以解除你或代你對富榮證券、其有聯繫實體或第三者所負的法律責任。

**1.6 Charges and Expenses 費用及收費**

1.6.1 FORWIN will charge you commissions calculated at such rate and on such basis as FORWIN may from time to time determine and notify to you. You shall be liable for payment upon demand of any debts and negative balance whatsoever and howsoever arising on your account including but not limited to commissions, charges, fees, statutory fees, taxes, levies, delivery charges and so on. FORWIN may withdraw cash from or liquidate securities in your account to discharge the amounts due.
富榮證券將會根據其不時決定及向你知會的計算比率及基礎向你收取佣金。你必須負責應要求支付任何不論為何或以何種形式而在你的帳戶所產生的任何債項及負結餘，包括但不限於佣金、費用、收費、法定收費、稅項、徵費、交付收費等。富榮證券可從你的帳戶提取現金或出售持有的證券以支付有關的到期費用。

1.6.2 All your indebtedness to FORWIN will be charged with interest at such rate(s) to be notified by FORWIN from time to time. In the absence of such notification, your Hong Kong dollars indebtedness will be charged with interest at an annual rate of the higher of (i) **twelve per cent (12%)** above the prime lending rate on Hong Kong dollars quoted by HSBC; or (ii) **seventeen and one-eighth per cent (17.125%)** above the prevailing one-month Hong Kong Inter-bank Offered Rate. In the case of foreign currency indebtedness, the annual interest rate will be **twelve per cent (12%)** over the cost of funds of FORWIN to be quoted by FORWIN whether or not it has actually borrowed the funds.
你欠富榮證券的債項將按照富榮證券不時向你知會的利率徵收利息，如果富榮證券沒有作出上述的知會，你的港元債項利息將會按照 (i) 香港匯豐銀行所報的最優惠貸款利率加**百分之十二 (12%)** 或 (ii) 當前一個月香港銀行同業拆息加**百分之十七點一二五 (17.125%)** 的年息率計算( 以較高者為準 )。如屬外幣債項，年息率將會是富榮證券所報的資金成本加**百分之十二 (12%)** ( 不論其是否有借入有關款項 )。

1.6.3 Without prejudice to any other rights and remedies available to FORWIN, FORWIN may charge a maintenance fee payable at such rate or in such amount and upon such other terms as FORWIN may prescribe from time to time on your dormant account if you have no trading activity for **six (6)** months or more. Payment of such fees will be automatically deducted from your account.
在不影響富榮證券的任何其他權利及補救方法的情況下，如你的帳戶沒有進行買賣活動有**六 (6)** 個月或以上，富榮證券可根據其不時訂明有關的應繳收費率或金額及其他條款向你收取帳戶維持費，而有關費用將會自動從你的帳戶中扣除。

**1.7 Indemnity 彌償**

You shall fully indemnify FORWIN (for itself or as trustee for its Affiliates, directors, employees or agents - "**Indemnified Persons**") against all claims, actions, liabilities (whether actual or contingent) and proceedings against any of the Indemnified Persons and bear any losses, costs, charges or expenses (including legal fees) which the Indemnified Persons may suffer or incur in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under this Agreement, including any action taken by FORWIN or any of its Affiliates to protect or enforce its rights, or its security interest under this Agreement, whether or not as a result of any default or breach by you.
你應全數加以彌償所有針對富榮證券 ( 就富榮證券本身或作為其聯屬人、董事、僱員或代理人的受託人，一律統稱 (「**獲彌償人士**」) 而作出的申索、行動、責任 ( 不論是否實質或潛在性的 ) 及針對任何獲彌償人士而進行的法律程序，並承擔任何獲彌償人士就履行其義務或提供其服務或行使本協議之下的權利、權力或酌情權，包括由富榮證券或其聯屬人為保障或強制執行其權利或在本協議之下的抵押品權益 ( 不論是否因你的失責或違反所致 )，而蒙受或招致的損失、成本、費用或開支 ( 包括法律開支 )。

**1.8 Lien, Set-off and Combination of Accounts 留置權、抵銷權及帳戶的合併**

1.8.1 Subject to the provisions of the SFO and relevant rules made thereunder, FORWIN shall be entitled and authorized to, for itself or as agent for its Affiliates, at any time or from time to time and without notice to you, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate any or all of your accounts and/or your Affiliates' accounts (of whatever nature and whether held individually or jointly with others) maintained with FORWIN and its Affiliates and set-off or transfer any money, securities or other property standing to the credit of any one or more of such accounts in or towards satisfaction of the indebtedness, obligations or liabilities of you and/ or any of your Affiliates towards FORWIN and/or any of its Affiliates on any other accounts whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint and secured or unsecured. Where such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by FORWIN to be applicable.
在《證券及期貨條例》及其有關規則的規範及限制下，富榮證券可為其本身或作為其聯屬人的代理人而隨時或不時及在沒有向你作出通知的情況下，及儘管帳戶已作出任何結算或不論其他何種事宜的情況下，將你及 / 或你的聯屬人在富榮證券及 / 或其聯屬人的任何或所有帳戶 ( 不

論是何種性質及是否個人或與他人共同持有 ) 加以合併或綜合，及抵銷或轉移任何一個或以上該等帳戶中存有的任何款項、證券或其他財產，以清償你及 / 或你的任何聯屬人在任何其他帳戶所欠富榮證券及 / 或其任何聯屬人的欠債、義務或責任，不論該等欠債、義務或責任是現在的還是未來的、實際的還是潛在的、基本的還是附帶的、個別的還是合共的，以及是有抵押的還是無抵押的。凡該種抵銷、綜合、合併或轉移須將一種貨幣兌換成另一種貨幣，則該兌換須依照富榮證券最終決定的兌換率計算。

1.8.2 FORWIN may hold as security and subject to a general lien in its favor all or any of your money, securities and other property held by FORWIN until you have fully paid FORWIN or its Affiliates any and all amounts owed.
直至你向富榮證券或其聯屬人全數付還任何及所有欠債之前， 富榮證券對於其代你持有的所有或任何款項、證券及其他財產享有一般性的留置權，並且可持有該等財產作為抵押品。

1.8.3 You as beneficial owner hereby charge in favor of FORWIN and each of its Affiliates by way of first fixed charge all securities or other property from time to time deposited by you or on your behalf with FORWIN or purchased for or otherwise being held in or by or under the order or control of FORWIN for your account, including any and all rights, title and interest, present and future, therein (collectively called "**Charged Property**") as continuing security for all of your liabilities and obligations due, owing or incurred towards FORWIN and each of its Affiliates of whatever nature and from time to time and you hereby assign and release to FORWIN and each of its Affiliates all such securities or other property as aforesaid. Subject to the provisions of the SFO and relevant rules made thereunder, in the event of your failure to pay any indebtedness or outstanding amount due, owing or incurred to FORWIN or any of its Affiliates when due or on demand by the relevant company, or an order is made or petition presented or resolution passed for the bankruptcy, winding up or dissolution of you, or you are declared mentally incapacitated or die, FORWIN shall be entitled to sell or, as the case may be, the relevant Affiliate shall be entitled to direct FORWIN to sell, at the absolute discretion of the relevant company both as to manner and time of sale and consideration, any of the Charged Property whether or not held in mutuum and whether or not the delivery of any property comprised in the Charged Property shall have been required pursuant to any instruction from you or any Authorized Person and to deduct from the sale proceeds such amount as is necessary to discharge the indebtedness or outstanding amount and pay the same to the relevant company. For this purpose, a certificate issued by FORWIN or any of its Affiliates certifying the amount of indebtedness or outstanding amount due to it by you at any time and that you have failed to pay the same to it shall be final, conclusive and binding on you.
你以實益擁有人的身份謹此將所有不時由你存入或代表你存入富榮證券的、或為你的帳戶所購買的或持有的或由富榮證券所掌管或控制的證券或其他財產， 包括其任何及所有現時及將來的權利、所有權及權益 ( 統稱「**抵押財產**」)， 以第一固定押記形式押記予富榮證券及其每個聯屬人作為你所有對富榮證券及其每個聯屬人所應負的任何性質及不時的責任及義務的持續抵押 ; 你並謹此向富榮證券及其每個聯屬人轉讓及讓予所有上述證券或其他財產。在《證券及期貨條例》及其有關規則的規範及限制下，若你未能就任何你對富榮證券或其任何聯屬人的欠債或結欠款項於到期或有關公司作出要求之時清繳該欠債或結欠款項， 或有令狀被作出或呈請或議決案被通過要將你破產、清盤或解散，或你被宣佈為精神上無行事能力或死亡，則富榮證券或其有關的聯屬人有權指示富榮證券 ( 視屬何情況 )， 按有關公司於出售方式及時間及代價方面的絕對酌情權， 將任何抵押財產出售，不論該抵押財產是否以消費借貸形式被持有及不論構成該抵押財產的任何財產依照你或任何獲授權代理人的任何指示是否須被用作交付，並有權從有關的出售所得數額中扣除為解除上述欠債或結欠款項所需的數額支付予有關公司。為此目的，富榮證券或其聯屬人所發出的證明書核證你於任何時間的有關欠債或結欠款項的數額及你未能清繳有關欠債或結欠款項將會是最終的、決斷性的及對你有約束力的。

1.8.4 Subject to the provisions of the SFO and relevant rules made thereunder, upon an event of default set out in Clause 1.10 of the Conditions hereunder, FORWIN shall have the right, without any notice or demand, to take any of the actions set out in the said Clause 1.10 and apply the net proceeds (after deduction of all fees, costs and expenses incurred) in reduction of your outstanding obligations or indebtedness to FORWIN or its Affiliates.
在《證券及期貨條例》及其有關規則的規範及限制下，當標準條款及細則第 1.10 條所指的失責事件出現後，富榮證券有權在不給予任何通知或要求的情況下，採取在上述第 1.10 條所列出的任何行動，並運用所得款項的淨額 ( 在扣除所有產生的費用、成本及開支後 )，以削減你仍欠富榮證券或其聯屬人仍未履行的義務或未償還的欠債。

**1.9 Representations, Warranties and Undertakings 陳述、保證及承諾**

1.9.1 You warrant, represent and undertake to FORWIN that:-
你向富榮證券保證、陳述及承諾 :

a. you enter into this Agreement as principal and are not trading on behalf of any other person (except where notified to and expressly approved by FORWIN in writing);
你是以主事人的身份訂立本協議，而並不是代表任何其他人士進行交易 ( 除非富榮證券已獲得知會並以書面形式明確地批准 );

b. the information provided in the Account Opening Form is true and correct and will inform FORWIN of any changes to the information;
在開戶表格所提供的資料是真實和正確的，並將會通知富榮證券該等資料之任何變更;

c. you are the beneficial owner of the securities under your account free from any lien, charge, equity or encumbrance save as created by or under this Agreement;
你是你的帳戶名下的證券的實益擁有人，而該等證券是沒有任何留置權、抵押、衡平法權益或產權負擔 ( 因本協議所產生者除外 );

d. you are the person or entity (legal or otherwise) ultimately responsible for originating the instruction in relation to each transaction in your account and the person or entity (legal or otherwise) that stands to gain the commercial or economic benefit of each transaction in your account and/or bear its commercial or economic risk (except where any other person or entity has been disclosed to FORWIN in the Account Opening Form or other notices to FORWIN pursuant to Clause 1.9.3 of the Conditions hereunder);
就你的帳戶內的每宗交易而言，你是初始發出該宗交易指示及將會從該宗交易取得商業或經濟利益及 / 或承擔其商業或經濟風險(在開戶表格或依據標準條款及細則第 1.9.3 條已向富榮證券披露或發出通知的任何其他人士或實體除外) 的最終負責人士或實體 ( 不論是否為法律實體 );

e. you have full power and authority to enter into and perform your obligations under this Agreement and if you are a corporate client, you have obtained all necessary consents from shareholders and directors and have taken all necessary actions to enable you to enter into this Agreement and perform your obligations under this Agreement;
你擁有全部的權力和權能訂立本協議和履行你在本協議之下的義務及如果你是公司客戶，你已從公司股東及董事取得一切所需的同意及已採取所有所需的行動以使得你訂立本協議及履行你在本協議之下的義務 ;

f. this Agreement and its performance and the obligations contained in this Agreement do not and will not contravene any applicable law and regulations, contravene any provisions of your memorandum and articles of association or bye-laws (where applicable), or constitute a breach or default under any agreement or arrangement by which you are bound;
本協議及其履行及所載的義務不會及將不會違反任何適用的法律和規例、違反你的公司組織章程大綱及細則或附例 ( 如適用 )、或構成為你受其約束的協議或安排所指的違反或失責事宜 ;

g. you will not charge, pledge or allow to subsist any charge or pledge over your securities or monies in your account or grant or purport to grant an option over any securities or monies in your account without the prior written consent of FORWIN; and
在未得富榮證券的書面同意之前，你不會抵押、質押，或允許你帳戶中的證券或款項存有任何抵押或質押，或就該等證券或款項授予或看來是授予一項選擇權 ; 及

h. you are not a citizen or resident of the United States of America and you will give specific written notice to FORWIN if this is not the case or upon any subsequent change to such status.
你並非美國公民或居民，但若此非屬實或你的狀況日後有任何更改，你將會以特定書面方式通知富榮證券。

1.9.2 The above representations and warranties shall be deemed to be repeated immediately before each transaction or dealing is carried out for or any service is provided to you or on your behalf.
以上的陳述及保證將會被視作為在替你或代表你進行每宗買賣或交易或向你提供任何服務之前已再次重複作出。

1.9.3 If, in relation to any particular transaction in your account, you are not the person or entity (legal or otherwise) ultimately responsible for originating the instruction or the person or entity (legal or otherwise) that stands to gain its commercial or economic benefit and/or bear its commercial or economic risk, you undertake and agree to provide information on the identity, address and contact and other details of such person or entity to FORWIN before giving the instruction to FORWIN. You also undertake and agree to provide such information direct to the relevant exchanges, government agencies or regulators within **two (2)** days of FORWIN's written request and such undertaking and agreement will survive any termination of this Agreement.
如果就你的帳戶的任何某宗交易而言，你並非初始發出該宗交易指示及將會從該宗交易取得商業或經濟利益及 / 或承擔其商業或經濟風險的人士或實體 ( 不論是否為法律實體 )，你承諾及同意於發出該宗指示予富榮證券之前，你會向富榮證券提供該人士或實體的身份、地址及聯絡與其他詳情。你亦承諾及同意會在富榮證券作出書面要求的**兩(2)**日之內，直接向有關的交易所、政府機構或監管機構提供該等資料，及該等承諾及同意將在本協議的任何終止後仍然有效。

1.9.4 Where you are acting as an investment manager of any collective investment schemes, discretionary accounts or trusts, if there are any transactions in which your investment discretion is overridden, you agree that you will advise FORWIN of such fact and provide information on the identity and contact and other details of the person overriding your investment discretion before giving the instruction to FORWIN. You also undertake and agree that you will disclose such information to the relevant exchanges, government agencies or regulators direct within **two (2)** days of FORWIN's written request and such undertaking and agreement will survive any termination of this Agreement.
當你是作為任何集體投資計劃、全權委託帳戶或信託的投資經理，如果你在任何交易的投資酌情權遭推翻，你同意會在向富榮證券發出有關交易的指示之前，通知富榮證券有關事實及提供推翻你的投資酌情權的人士的身份及聯絡與其他詳情。你亦承諾及同意會在富榮證券作出書面要求的**兩(2)**日之內，直接向有關的交易所、政府機關或監管機構等披露該等資料，及該等承諾及同意將在本協議的任何終止後仍然有效。

### 1.10 Default 失責

1.10.1 All amounts owing by you to FORWIN or its Affiliates together with interest will become immediately due and payable without any notice or demand upon any one of the following events of default:-
如果出現以下任何一種失責的情況，你欠富榮證券或其聯屬人的所有款項連同利息將會在無需任何通知或要求下即時到期及需要清還：

a. if, in FORWIN's opinion, you have breached any material term of this Agreement or defaulted in respect of any transaction with or through FORWIN or its Affiliates;
如果富榮證券認為你已經違反本協議的任何主要條款，或與富榮證券或其聯屬人的任何交易中你出現失責；

b. if any representation, warranty or undertaking made by you to FORWIN was when given or hereafter becomes incorrect in any material respect;
如果你向富榮證券作出的任何陳述、保證或承諾在作出時在其後在要項上已屬或變成不正確；

c. for compliance with any rules or regulations of any relevant exchange or clearing house;
為遵守任何有關交易所或結算所的規則或規例；

d. in the event of your death or being declared mentally incapacitated or a petition in bankruptcy is filed by or against you or an order is made or resolution passed for your voluntary or compulsory winding up or a meeting is convened to consider a resolution that you should be so wound up; or
當你去世或被宣佈精神上失去能力或你本人或有人向你作出破產或清盤呈請，或就你的自願或強制清盤已作出命令或已通過議決案，或已召開會議審議一項指稱你應予以清盤的議決案；或

e. any warranty or order of attachment or distress or equivalent order is issued against any of your accounts with FORWIN or its Affiliates;
有人向你在富榮證券或其聯屬人的帳戶發出任何查封財產令或財物扣押令或類似的命令；

and upon the occurrence of any of such events, FORWIN shall be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to FORWIN, forthwith to:
及當出現以上任何一種情況，富榮證券將會擁有絕對酌情權，在無需給予通知或要求及在不影響其擁有的任何其他權利或補救方法的情況下，即時：

a. sell or realize all or any part of your property held by FORWIN or its Affiliates in such manner and upon such terms as FORWIN may conclusively decide and satisfy your obligations and indebtedness towards FORWIN or its Affiliates out of the net proceeds (with fees, expenses and costs deducted) thereof;
將富榮證券或其聯屬人所持有屬於你的財產的全部或部份，以其最終決定的方式及條款出售或變現，並將所得的淨款項 ( 扣除費用、開支及成本後 ) 用以履行你對富榮證券或其聯屬人應盡的義務及償還所欠的債務；

b. cancel any open orders for the purchase or sale of securities;
取消任何仍未執行的證券買賣盤；

c. sell any or all securities long in your account;
將你帳戶中的證券長倉的全部或部份出售；

d. buy any or all securities which may be short in your account; and/or
買入任何或全部證券以補回你帳戶中的短倉；及 / 或

e. exercise any of its rights under this Agreement.
行使其在本協議之下的任何權利。

1.10.2 Any monies received by FORWIN will be applied in the following order of priority and any residue will be paid to you or to your order:-
富榮證券所收取的任何款項將會按照以下的優先次序動用，而任何餘額將會支付給你或按你的指示予以支付：

a. payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by FORWIN in transferring and selling all or any of your securities;
支付富榮證券為轉移或出售你全部或部份的證券而恰當地所招致的所有成本、費用、法律費用及開支，包括印花稅、佣金及經紀佣金；

b. payment of interest accrued on the aggregate outstanding amount due or owing to FORWIN or its Affiliates for the time being; and
支付在當時所欠富榮證券及其聯屬人到期或未償還總額的累計利息；及

c. payment of all money and liabilities due or owing by you to FORWIN or its Affiliates.
支付欠富榮證券或其聯屬人的所有到期款項及債項。

1.10.3 In the event of a default committed by FORWIN resulting in you suffering pecuniary loss, you shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time.
假如富榮證券違責而導致你遭受金錢損失，你須受到投資者賠償基金不時制定的條款所規範和限制，而有權向根據《證券及期貨條例》設立的投資者賠償基金索償。

### 1.11 Termination 終止

1.11.1 Either party may terminate this Agreement at any time on the giving of not less than one month's prior written notice to the other. However, FORWIN may terminate this Agreement forthwith at any time without notice to you if you breach or fail to comply with any provision of this Agreement. Any termination shall not affect any transaction entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.
任何一方可隨時於給予對方不少於一個月的書面預先通知後，終止本協議。但若你違反或不遵守本協議的任何條款，富榮證券可於毋須通知你的情況下，立即終止本協議。任何終止行動將不影響該終止前的任何已訂立的交易或損害或影響任何一方的任何權利、權力、責任及義務。

1.11.2 Upon termination of this Agreement, you will immediately pay to FORWIN any and all amounts due or owing to it. On the other hand, any interest previously agreed to be payable to you on any credit amount held under your account shall thereupon cease to be payable to you.
在終止本協議後，你將要即時向富榮證券付還任何及所有到期或未清繳之欠款。另外，任何從前同意支付給你在你的戶口內任何結存款項的利息，將於本協議終止時立刻停止支付給你。

1.11.3 In case of any cash or securities balances in your account upon termination of this Agreement, you agree to withdraw such balances within **seven (7)** days from the date of such termination. If you do not do so, you agree that FORWIN may on your behalf and without any responsibility for any loss or consequence on its part sell or dispose of your securities in the market or in such manner and at such time and price as FORWIN may reasonably determine and send to you at your sole risk a crossed cheque representing the total amount of any net sale proceeds and credit balances (if any) in your account to your last known address or return to you such total amount (if any) in such other manner as FORWIN may consider appropriate.
如果在終止本協議後你的帳戶有任何款項或證券結餘，你同意在終止日期起計的**七(7)**日之內提取該等結餘。如果你沒有這樣做，你同意富榮證券可代表你及毋須負責任何損失或後果的情況下在市場上或以富榮證券合理地決定的方式及時間與價格出售或處置你的證券，並將代表着任何出售所得淨額及你帳戶的款項結餘（如有）的總金額以劃線支票寄往你最後為人所知的地址，有關風險則由你承擔，或以富榮證券認為適當的其他方式退還該總金額（如有）給你。

**1.12 Notices and Communication 通知及通訊**

1.12.1 Any notice or communication given by FORWIN to you shall be deemed made or given:
在下述情況，富榮證券向你所作出的任何通知或通訊須視作為已經作出或發出：
a. if made by letter, upon delivery to you by hand or if sent by prepaid mail, within **two (2)** days if you are in Hong Kong or within **five (5)** days if you are outside Hong Kong; and
當以信件方式作出，有關信件以親手方式送遞給你時，或以預付郵資郵件方式作出時，如你在香港則在寄出該郵件**兩(2)**日後，或如你不在香港則當該郵件寄出**五(5)**日後；及
b. if made by telex, facsimile, electronic mail or other electronic means, upon transmission of the message to or accessible by you.
當由電報、圖文傳真、電子郵件或其他電子方式作出，則在有關信息向你傳送或可由你讀取時。

1.12.2 Any notice or communication made or given by you will be sent at your own risk and will be effective only upon actual receipt by FORWIN.
就任何由你作出或給予的通知或通訊，你必須承擔個人風險，及只當富榮證券實際收到後方能生效。

1.12.3 You expressly consent to FORWIN sending any notice, document or communication to you by electronic means and to your receiving the same in electronic form.
你明確地同意富榮證券可以電子方式向你發出任何通知、文件或與你聯絡，及以電子形式收取該等信息。

**1.13 General Provisions 一般條文**

1.13.1 Time shall be of the essence in relation to all matters arising under this Agreement.
就本協議所產生的一切事宜而言，時間屬於重要因素。

1.13.2 The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.
本協議的權利、權力、補救及特權屬累積性的，並沒有排除任何法律所訂明的權利、權力、補救及特權。

1.13.3 Each of the provisions in this Agreement is several and distinct from the others and if any one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
本協議的每項條文是個別和獨立於其他條文，而如果其中一項或多於一項的條文是或變成為無效或未能執行，餘下的條文的效力、合法性及可執行性將不會因此而受到任何影響或減損。

1.13.4 FORWIN shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this Agreement to any third party as it thinks fit and without having to notify you or obtain your consent. You shall not assign, transfer or dispose of your rights, interests or obligations in or under this Agreement to any third party without the prior written consent of FORWIN.
當富榮證券認為合適，可在無需知會你或得到你的同意而有權轉讓、轉移或出售其在本協議或在本協議之下的全部或部份權利、權益或義務予任何第三者。你在未有取得富榮證券事先書面同意前，不得將你在本協議或在本協議之下的權利、權益或義務出讓、轉移或出售予任何第三者。

1.13.5 Your private information is collected and used by FORWIN in accordance with FORWIN's Personal Information Collection Statement a copy of which is available upon request and is hereby enclosed to you as the Clause 7. You understand that as an individual client you are entitled, by written request to FORWIN's Data Protection Officer, to access the personal information held about you and, if applicable, to correct any inaccuracies in that information. Unless you send a written request to the contrary to FORWIN's Data Protection Officer, the information FORWIN acquire about you may be used for the purposes of marketing products and services which may be of interest to you. You agree that FORWIN may disclose your personal information to such persons or classes of persons and use your personal information for such purposes as may be set out in FORWIN's policies and practices relating to personal data from time to time.
富榮證券是依照其個人資料收集聲明來收集和使用你的個人資料，你可隨時索閱該份聲明的副本，亦已附於第七條中交付給你。你明白作為個人客戶你有權向富榮證券的個人資料保護主任提出書面的要求去查閱被持有關於你的個人資料及（若適用者）要求更改該些資料錯誤的地方。除非你以書面方式向富榮證券的個人資料保護主任提出你相反的意向，富榮證券獲得關於你的資料可被用作推廣你可能有興趣的產品及服務的用途。你同意富榮證券可披露你的個人資料給予某些人士或某些類別的人士及按其不時的政策及處理方式使用你的個人資料作某些用途。

1.13.6 You understand that your personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. You shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.
你明白你的個人資料可被供予信貸參考機構及於失責時給予收數公司。你有權要求被通知那些資料的項目是常規地被披露，獲提供進一步資料藉此可向有關信貸參考機構或收數公司 (視情況而定) 提出查閱及更正的要求。

1.13.7 FORWIN will keep information relating to you and your account confidential, save where FORWIN is required to disclose your details to the relevant exchanges, securities regulators, government agencies, or to any persons pursuant to any court orders or statutory provisions. FORWIN will comply with such requests without notice to or consent from you. Moreover, FORWIN may also disclose your information to its Affiliates, agents, assignee or subcontractors and FORWIN will not be liable to you for any consequences arising out of such disclosures.
富榮證券會將關於你及你的帳戶的資料保密，除富榮證券須將你的資料向有關交易所、證券監管機構、政府當局、或依據任何法院命令或明文法規要求的任何人披露外，富榮證券將會無需知會或取得你的同意而遵守上述要求。此外，富榮證券亦會將你的資料向其聯屬人、代理人、承讓人或分判商披露，而富榮證券無需就此等披露所產生的任何後果對你承擔責任。

1.13.8 FORWIN will not be under any duty to disclose to you any information which may come to the notice of FORWIN in the course of acting in any capacity for any other persons. However, FORWIN agrees to take reasonable steps to avoid conflicts of interest and where such conflicts cannot be avoided, FORWIN will take steps to ensure that its clients are treated fairly.
當富榮證券沒有責任向你披露，其以任何身份為任何其他人士行事而掌握的任何資料。然而，富榮證券同意採取合理步驟以防止利益衝突，而當該等衝突無可避免時，富榮證券會採取步驟以確保其客戶得到公平對待。

1.13.9 FORWIN may from time to time in its absolute discretion add, amend, delete or substitute any of the terms of this Agreement by giving you notice of such changes which will become effective from the date specified in such notice. The Client may raise written objection within **fourteen (14)** days after the publication of such amendment notice. Failing which, it shall be deemed an acceptance of such amendment, deletion, substitution or addition.
富榮證券有絕對酌情權不時增加、修訂、刪除或取代本協議任何條款，並通知你有關改變，而該等改變將會在有關通知指明的日期生效。客戶可於修訂通知刊載當日後**十四(14)**天內以書面提出反對。否則被視為接受該修訂、刪除、取替或增加的條款。

1.13.10 FORWIN and you each undertake to notify the other in the event of any material change to the relevant information (as specified in paragraphs 6.2(a), (b), (d), (e) and (f) of the Code of Conduct for Persons Licensed by or Registered with the SFC in force from time to time (the "**SFC Code**")) provided in this Agreement.
富榮證券及你互相向對方承諾，如在本協議內提供的有關資料（按不時生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》(「**證**

**監操守準則**」) 第 6.2(a)、(b)、(d)、(e) 及 (f) 段所訂明者 ) 有任何重要的變更，均會通知對方。

1.13.11 If you are joint account holders, your obligations and liabilities under this Agreement shall be joint and several and FORWIN may in its absolute discretion take recourse against any one or all of you. Unless terminated in accordance with this Agreement, the death of one joint holder does not operate to terminate this Agreement. Any notice, payment or delivery by FORWIN to either or any one of the joint account holders shall be a full and sufficient discharge of FORWIN's obligations to notify, pay or deliver under this Agreement. FORWIN is also authorized by you to accept or carry out instructions from either or any one of the joint account holders. For the avoidance of any doubt, upon the death of a joint account holder, all rights and interests of such joint account holder in the joint account will be vested in the survivor(s) under such account by operation of the rule of survivorship.
如果你是聯名帳戶持有人，你們在本協議之下的義務和責任屬共同及個別的，而富榮證券可行使其絕對酌情權對你們任何一人或全部採取追索行動。除非以本協議所述方式終止本協議，否則任何一名聯名帳戶持有人的去世不會令本協議終止。富榮證券向任何其中一名的聯名帳戶持有人作出的通知、支付及交付，將會全面及充份地解除富榮證券根據本協議須作出通知、支付及交付的義務。你們亦授權富榮證券可接受或執行任何其中一名的聯名帳戶持有人的指示。為免生疑問，於一名聯名帳戶持有人去世時，該帳戶持有人於聯名帳戶下的一切權利及權益，按照生存者取得權的規則歸賦於該帳戶的生存者。

1.13.12 Neither FORWIN nor its Affiliates shall be liable for any delay or failure to perform their obligations or any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, FORWIN and its Affiliates shall not be held responsible for any consequences resulting whether directly or indirectly from any uncontrollable events including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party conduct, suspension of trading, breakdown or collapse of communication facilities, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond FORWIN's control whatsoever, including any errors, deficiencies or millennium problems associated with date-dependent data, computations, output, operations and other functions of any equipment and related software of FORWIN and/or its agents, suppliers, vendors or counterparts prior to, during or after the year 2000.
只要富榮證券及其聯屬人是以良好信念行事，富榮證券及其聯屬人毋須就延遲或未有履行其義務或因此而導致的任何損失、損害或費用承擔責任。此外，富榮證券及其聯屬人毋須對任何直接或間接地源自任何無法控制的事件 (包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、暫停交易、通訊設施的故障或停頓、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐嚇、天災) 或任何富榮證券的控制範圍以外的行為 (包括在公元 2000 年前、期間或之後富榮證券及 / 或其代理人、供應商、賣方或對手的任何器材或相關軟件的依賴日期的數據、運算、輸出、運作及其他功能的錯誤、缺陷或千禧年問題) 的後果負責。

1.13.13 You authorize FORWIN to conduct a credit inquiry or check on you for purpose of ascertaining any information provided by you and your financial situation and investment objectives.
你授權富榮證券就你進行信貸查詢及調查，以確定你所提供的任何資料及你的財務狀況及投資目標。

1.13.14 This Agreement will govern the service(s) provided or to be provided to you. You confirm that you are advised to read and understand this Agreement, to ask questions and to seek independent legal advice before you sign this Agreement.
本協議將規管已向或將向你提供的服務。你確認你已在簽署本協議前細閱及理解本協議，提問並尋求獨立的法律意見。

1.13.15 Any failure or delay in exercising all or part of any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver to preclude any subsequent exercise of that right, power or privilege.
任何行使本協議的全部或部份任何權利、權力或特權的失誤或延遲，將不會使人假設此等情況構成為放棄或排除日後行使該權利、權力或特權。

1.13.16 You confirm that you have received and read this Agreement in a language of your choice (English or Chinese) and that you understand and accept the terms set out in this Agreement. In the event of discrepancy or inconsistency between the Chinese text and the English text of this Agreement, the English version shall prevail.
你確認你已收到及閱讀過應你所選擇的語言 (英文或中文) 所編印的本協議及你明白和接納本協議所列之條款。如本協議的中、英文版本有任何分歧或差異，概以英文版本為準。

1.13.17 All references to provisions of statutes, rules or regulations in this Agreement shall include such provisions as modified or re-enacted from time to time.
所有本協議述及的法例、規則或規例的條款，是包括該等條款不時修改或重訂後的條款。

1.13.18 In this Agreement, words denoting the singular number only include the plural and vice versa and words importing one gender include every gender. Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
於本協議內所有只含單數意思的文字包括複數，相反亦言 ; 而只含某一性別意思的文字包括其他所有性別。本協議各項條文的標題僅供便利，並不影響本協議的詮釋。

### 1.14 Governing Law 依據的法律

1.14.1 This Agreement and all rights, obligations and liabilities under the same shall be governed by, construed and enforced in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. You also agree that irrespective of your country of domicile, any dispute with FORWIN may at FORWIN's absolute discretion be referred to the SFC, and not other securities regulators in any jurisdictions.
本協議及其所有權利、義務及責任將會依照中華人民共和國香港特別行政區的法律管轄、詮釋及執行。你亦同意不論你居住的所在地或註冊地點為何，任何與富榮證券的爭議將會按富榮證券絕對的酌情交予證監會處理， 而不會交予任何司法區的其他證券監管機構處理。

1.14.2 If you are an individual or a company domiciled outside Hong Kong, you shall, immediately upon demand by FORWIN, appoint a person or agent in Hong Kong to be your process agent to receive all notices and communications relating to any legal proceedings involving you, and you agree that any service of any legal process on the process agent shall constitute sufficient service on you for the purpose of legal proceedings in the Hong Kong courts.
如果你是在香港以外地方居住或註冊的人士或公司，你必須立刻於富榮證券提出要求的時候委任一名於香港的人士或代理人作為你的法律文件接收人，以收取任何涉及你的法律訴訟的有關通知及通訊，而你同意就在香港法院進行的法律訴訟而言，任何對法律文件接收人的法律文件送達，即構成為對你的法律文件的妥善送達。

1.14.3 You irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
你不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

1.14.4 No provision of this Agreement shall operate to remove, exclude or restrict any of your rights or obligations of FORWIN under Hong Kong law.
在香港法律之下本協議的條文不得在運作上消除、排除或限制任何你於富榮證券的權利或責任。

### 1.15 Risk Disclosure Statement 風險披露

The relevant risk disclosure statements as specified in Schedule 1 to the SFC Code will be attached in Clause 6 of this Agreement.
證監操守準則附表 1 指明的有關風險披露聲明將會夾附於本協議的第六條。

### 1.16 Tax Compliance 稅務合規

1.16.1 The Client and any person acting on its behalf acknowledge that it is the sole responsibility of the Client to understand and comply with its tax obligations in all jurisdictions. The Client is advised to seek independent legal and tax advice and neither the Company nor its agents provide tax advice.
客戶及代表其行事的人士確認客戶須全權負責瞭解及遵守客戶在所有司法管轄區的稅務責任。客戶須尋求獨立法律及稅務意見， 本公司或本公司代理人概不會提供稅務意見。

1.16.2 The Client undertakes to provide the Company with information, documents and certificates as required by the Company in order to meet obligations imposed by applicable lnter-jurisdictional Tax Compliance Rules. “Inter-jurisdictional Tax Compliance Rules” includes but without limitation to:
客戶承諾向本公司提供所需的資料、檔及證明書，以履行適用的司法管轄區之間的稅務合規規則對本公司施加的責任。「司法管轄區之間的稅務合規規則」包括但不限於：

(a) Foreign Account Tax Compliance Act ("**FATCA**"), which means:
「外國賬戶稅務合規法案」，乃指：

(i) sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
《1986 年美國國內稅收法（經修訂）》第 1471 至 1474 條，或其任何經修訂或繼後版本；

(ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with Clause 1.16.2(a)(i), including as entered into the government of Hong Kong;
政府與監管機構就第 1.16.2(a)(i)段所訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排，包括由香港政府所訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排；

(iii) agreements between the Company and the Internal Revenue Service of the United States or other regulator or government agency pursuant to or in connection with Clause 1.16.2(a)(i); and
本行與美國國稅局或其他監管機構或政府機構根據或就第 1.16.2(a)(i)段所訂立的協議；及

(iv) any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and
任何根據前述在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例。

(b) "Tax Information Sharing Arrangements", which means any local or foreign laws, regulations and rules including, without limitation to, the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting the Company.
「稅務資料分享安排」，乃指任何本地或外國法律、規例及規則，包括但不限於外國賬戶稅務合規法案下的責任、相關規則及規例，以及其他影響本行的國際交換安排。

1.16.3 The Client acknowledges and agrees that the Company may report and disclose any information, document, certification or account details (including but not limited to the relevant account balances, gross amounts of relevant interest incomes, dividend incomes and withdrawals) given by or relating to the Client, any beneficial owners, any authorized signatories or other representative, any account with the Company or any transaction to the tax authorities, as required under the applicable local or foreign laws, regulations and rules and as determined by us. The Client also acknowledges and understands that the Company's obligations imposed by applicable local or foreign laws are continuous.
客戶確認及同意，本公司可根據適用的本地或外國法律、規例及規則，由本公司決定向稅務當局報告及披露客戶、任何實益擁有人、任何被授權簽字人或其他代表所提供或有關客戶、任何實益擁有人、任何被授權簽字人或其他代表的任何資料（包括但不限於您的身份資料）、檔、證明或賬戶資料（包括但不限於有關賬戶結餘、有關利息收入、股息收入及提款總額）。客戶亦確認及明白適用的本地或外國法律對本公司施加的責任是連續性的。

1.16.4 The Client will, from time to time, supply the Company with identity information and personal data in connection with the establishment or continuation of any account with the Company or provision of its services. Failure to supply the information may result in the Company being unable to effect a transaction, provide the services or operate or maintain any of the Client's accounts. It may also result in the Company having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.
客戶在本公司設立或延續任何賬戶或提供服務，需不時向本公司提供身份資料及個人資料。未能提供資料可導致無法完成交易、提供服務或操作或維持在本公司的任何賬戶，亦可能導致本公司須根據本地或外國法律、規例及規則預扣或扣除的款項。

1.16.5 Without limiting any other indemnity provided by the Client, the Client will indemnify the Company, its Affiliates or agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from its instructions, account or provision of services to the Client, including as a result of any failure by the Client to comply with these clauses or any other undertakings given by the Client providing misleading or false information in respect of its account or any other person or matter in connection with these clauses, unless the Company is negligent or guilty of willful misconduct.
在不影響客戶提供的任何其他彌償保證的原則下，客戶須就其指示、賬戶或因向客戶提供的服務所產生的任何法律責任、合理損失或開支（包括稅項及徵費）向本公司、本公司之附屬成員或代理人作出彌償，包括因客戶未能遵守此等條款及條件或客戶給予的任何其他承諾或客戶的代理人就客戶本人或任何其他人士或事項提供有關此等條款及條件具誤導性或虛假的資料，除非本公司疏忽或犯有故意的不當行為。

## 2. CASH CLIENT AGREEMENT
## 現金客戶條款

THIS CASH CLIENT AGREEMENT is made on the date stated in this Agreement, BETWEEN:
本現金客戶協議書由以下雙方於本協議所列之日期簽訂：

(1) Forwin Securities Group Limited is registered with the SFC as a licensed corporation to carry out type 1 (dealing in securities) regulated activities in Hong Kong (CE NO.: BEI223) and an exchange participant of the Stock Exchange of Hong Kong Limited, whose principal office is located at Unit 2201, 22/F, Office Tower Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong; and
富榮證券有限公司為證監會註冊的持牌法團可從事第一類別(證券交易) 之受規管活動 (中央編號：BEI223) 及香港聯合交易所有限公司的交易參與者；其主要辦事處設於香港灣仔港灣道 1 號會展廣場辦公大樓 22 樓 2201 室；及

(2) (the "**Client**"), whose address and details are set out in the Account Opening Form annexed hereto.
(「**客戶**」)，其地址及相關資料列於夾附的開戶表格中。

Whereas
鑒於

(1) The Client is desirous of opening a Cash Account (the "**Account**") with the Company for the purpose of trading in securities; and
客戶希望與本公司開立現金帳戶 (「**帳戶**」) 以進行證券交易；和

(2) The Company agrees that to open and maintain such Account and act as an agent for the Client in the purchases and sales of securities subject to the terms and conditions of this Agreement.
本公司同意在符合本協議的條款及條件下開立及維持該帳戶，並作為客戶之代理以買賣證券。

Terms defined in this agreement have the same meaning as in this Client Agreement and other schedules annexed thereto.
本協議中所提及的術語與客戶協議及其夾附之其他附表中的術語具有相同的含義。

### 2.1 The Account 戶口

2.1.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will inform the Company of any changes to that information. The Company is hereby authorized to conduct credit enquiries on the Client to verify the information provided.
客戶確認開戶表格所載之資料均屬完整及正確。該等資料如有任何變更，客戶將會通知本公司。客戶特此授權本公司對客戶的信用進行查詢，以核實上述表格所載資料。

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

本公司將會對客戶的有關資料予以保密，但本公司可以根據香港交易及結算所有限公司(「**港交所**」)及證監會的規定或應其要求，將該等資料提供予它們。

2.1.3 Where the Client is an individual, the Company is subject to the Personal Data (Privacy) Ordinance in Hong Kong which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Clause 7 to this Agreement and the Client acknowledges that it fully understands and accepts the provisions in Clause 7.
對於個人客戶，本公司須遵守香港的《個人資料(私隱)條例》，該條例規管個人資料之使用。本公司之有關於個人資料使用的政策和應用已載於本協議的第七條內。客戶確認已完全明白及接受載於第七條內的條款。

**2.2 Laws and Rules 法例及規定**

All transactions in securities which the Company effect on the client's instructions ("**Transactions**") shall be effected in accordance with all laws, rules, regulatory directions, bye-laws, customs and usage applying to the Company. This includes the rules of the SEHK and of the Hong Kong Securities Clearing Company Limited (the "**Clearing House**"). All actions taken by the Company in accordance with such laws, rules and directions shall be binding on the Client.
本公司按客戶的指示而進行的一切證券交易(「**該等交易**」)，將根據適用於本公司的一切法例、規則、監管指示、附例、慣例、慣用法的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司(「**中央結算公司**」)的規定。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約束力。

**2.3 Transactions 交易**

2.3.1 The Company will act as the Client's agent in effecting Transactions unless the Company indicates (in the contract note for the relevant Transaction or otherwise) that the Company is acting as principal.
除本公司（在有關交易的成交單據或以其他方式）註明以自己本身名義進行該等交易外，本公司將以客戶的代理人身份進行交易。

2.3.2 The Client will notify the Company when a sale order relates to securities which the Client does not own (i.e. involves short selling).
倘若客戶的沽盤涉及之有關證券非由其所擁有，即涉及賣空交易，客戶將會通知本公司。

2.3.3 On all Transactions, the Client shall pay the Company commissions and charges, as notified to the Client, as well as all applicable levies imposed by the SEHK, or clearing houses, stamp duties, bank charges, transfer fees, interest and nominee or custodian expenses, immediately due. The Company may deduct such commissions, charges, levies and duties from the Account.
客戶需就所有該等交易支付本公司已通知客戶的佣金和收費，以及繳付聯交所或結算所徵收所有適用的徵費、印花稅、銀行費用、過戶費、立即到期的利息及代名人或託管人費用。本公司可以從帳戶中扣除該等佣金、收費、徵費及稅項。

2.3.4 Unless otherwise agreed, in respect of each Transaction, unless The Company is already holding cash or securities on the Client's behalf to settle the Transaction, the Client will (1) pay the Company cleared funds or deliver to the Company securities in deliverable form or (2) otherwise ensure that the Company has received such funds or securities, by such time as the Company has notified the Client in relation to that Transaction. If the Client fails to do so, the Company may (1) in the case of a purchase Transaction, sell the purchase securities and (2) in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
就每一 宗交易，除另有協議外，或除非本公司已代客戶持有現金或證券供交收之用，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) 向本公司交付可即時動用的資金或可以交付的證券，或 (2) 以其他方式確保本公司收到此等資金或證券。倘客戶未能這樣做，本公司可 (1) 出售買入的證券（如屬買入交易）；及 (2) 借入及/或買入證券以進行交易的交收（如屬賣出交易）。

2.3.5 The Client will be responsible to the Company for any losses and expenses resulting from the Client settlement failures.
客戶將會承擔本公司因客戶未能進行交收而引起的任何損失及開支。

2.3.6 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company has notified the Client from time to time.
客戶同意就所有逾期未付的款項(包括對客戶裁定的欠付債務所引起的利息），按本公司不時通知客戶的利率及其他條款支付利息。

2.3.7 In the case of purchase Transaction, if the selling broker fails to deliver securities on the settlement date and the Company has to purchase securities to settle the Transaction, The Client shall not be responsible to the Company for the costs of such purchase.
就買入交易而言，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以進行交收，客戶毋須為買入該等證券的費用向本公司負責。

**2.4 Safekeeping of Securities 證券的保管**

2.4.1 Any securities which are held by the Company for safekeeping may, at the Company's discretion:
任何寄存於本公司作保管的證券，本公司可以酌情決定：

a. (in the case of registrable securities) be registered in the Client name or in the name of the Company nominee; or
(如屬可註冊證券)以客戶的名義或以本公司的代理人名義註冊；或

b. be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company for purpose of holding client securities of the Company with (i) an authorized financial institution; (ii) an approved custodian; or (iii) another intermediary licensed for dealing in securities.
存放在(i) 認可財務機構；(ii) 核准保管人；或(iii) 另一獲發牌可進行證券交易的中介人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司公在香港以持有本公司客戶的證券目的開立及維持。

2.4.2 Where securities are not registered in the Client's name, any dividends or other benefits arising in respect of such securities shall, when received by the Company, be credited to the Client's Account or paid or transferred to the Client, as agreed with the Company. Where the securities form part of a larger holding of identical securities held for the Company's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.
倘證券未以客戶的名義註冊，本公司於收到該等證券所獲派送的任何股息或其他利益時，須按客戶與本公司的協議記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時，該客戶有權按其於總持股之佔比獲得該等證券的利益。

2.4.3 The Company does not have the Client written authority under section 7(2) of the Securities and Futures (Client Securities) Rules (the "**Client Securities Rules**") to:- (a) deposit any of the client securities with an authorized financial institution as collateral for financial accommodation provided to the Company; (b) deposit any of the client securities with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities; and (c) apply any of the client securities pursuant to a securities borrowing and lending agreement.
客戶並無根據《證券及期貨(客戶證券)規則》(「**客戶證券規則**」）第 7(2)條以書面授權本公司：(a) 將客戶任何證券存放於認可財務機構作為提供予本公司的財務融通的抵押品；(b) 將客戶任何證券存放於 (i) 認可結算所；或 (ii) 另一獲發牌或獲註冊進行證券交易的中介人，作為解除和清償本公司在交收上的義務和責任的抵押品；及(c) 依據證券借貸協議運用任何客戶的證券。

**2.5 Cash Held for the Client 代客戶保管的現金**

Any cash held for the Client, other than cash received by the Company in respect of Transactions and which is on-paid for settlement purposes or to the Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. The Company, at its own discretion, may pay interest on the credit balance in the Account at such rate and under such conditions as the Company notifies the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and are determined by the Company.
代客戶保管的現金（此等現金不包括本公司就該等交易取得，及在付為交收之用或轉付予客戶的現金）將依照適用法例不時的規定，存放在一間持牌銀

行所開立的一個客戶信託帳戶內。本公司可自行決定，按本公司不時通知客戶的利率及條件為帳戶的現金結餘支付利息，客戶確認並同意該利率是受利率浮動的影響，並且由本公司決定。

**2.6 Risk Disclosure Statement 風險披露聲明**

The Company refers the Client to the Risk Disclosure Statement in Clause 6 of this Agreement.
本公司要求客戶閱讀本協議之第六條之風險披露聲明。

**2.7 General 一般規定**

2.7.1 All securities held for the Client's Account shall be subject to a general lien in the Company's favor, for the performance of the Client's obligations to the Company arising in respect to dealing in securities for the Client.
為客戶持有在其帳戶內的所有證券須受有利於本公司的一般留置權所制約，以履行其對本公司代客戶買賣證券而產生的責任。

2.7.2 If the Company fails to meet the Company's obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time.
倘本公司沒有依照本協議履行對客戶的責任，受投資者賠償基金不時的條款制約，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。

2.7.3 The Client agrees to notify the Company in writing of any material changes in the information supplied in the Account Opening Form. The Company will notify the Client in writing of any material changes in the information contained in this Agreement and/or material changes in respect of the Company's business which may affect the services that the Company provides to the Client.
客戶同意如開戶表格中所提供的資料出現任何重要變更，客戶將以書面通知本公司。本協議內的資料若出現任何重要變更或本公司的業務出現任何重大變更，並且可能影響本公司為客戶提供的服務，本公司將會以書面通知客戶。

2.7.4 The Client confirms that the Client has read and agreed to the terms of this Agreement and the Standard Terms and Conditions, which have been explained to the Client in language that the Client understands.
客戶確認客戶已詳閱並同意本協議和標準條款及細則內的條款，而且該等條款已經以客戶明白的語言向其解釋。

2.7.5 This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.
本協議受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。

**2.8 Standing Authorization 常設授權**

2.8.1 The Client hereby expressly confirms and authorizes the standing authority granted by the Client to the Company hereof to pay out money of the Client to FORWIN including but not limited to the standing authority to the Company to pay from a segregated account under the Securities and Futures (Client Money) Rules (the "**Client Money Rules**") the money to meet the Client's obligations to meet settlement or margin requirements in respect of dealing in securities or futures contract carried out by the Company on behalf of the Client, or to meet payments due by the Client to FORWIN incurred in the course of carrying out the regulated activity under the Client Money Rules, which has been expressly incorporated into this Cash Client Agreement.
客戶特此確認並授權本公司常設授權，以支付客戶款項予富榮證券，包括但不限於在《證券及期貨(客戶款項)規則》(「**客戶款項規則**」）項下以使款項從獨立帳戶付予本公司，用於履行客戶就本公司代其進行的證券交易或期貨合約所涉及的交收或保證金規定的義務、或履行客戶在富榮證券進行其受客戶款項規則項下所規管的活動而招致而須支付予富榮證券的款項的常設授權，而該常設授權已明確地納入本現金客戶協議書內。

2.8.2 Each of the client money standing authority, client securities standing authority or any other standing authorities shall be valid for a period up to **twelve (12)** months and will be expired on the 31st of December of the year in which the Client first enter into this Agreement with FORWIN subject to renewal by the Client or deemed renewal under the Client Money Rules or Client Securities Rules or any other statutory provisions (as the case may be) referred to in Clause 2.8.4 hereunder for a subsequent period of **twelve (12)** months following such renewal.
每份客戶款項常設授權、客戶證券常設授權或任何其他的常設授權在為期不超過**十二(12)**個月內有效，並將於客戶與富榮證券簽訂本協議之首個年度之十二月三十一日屆滿，將依照客戶款項規則或客戶證券規則或以下第 2.8.4 條所指的其他法定條例 (視情況而定) 為客戶續期或被視為續期所制約，而續期**十二(12)**個月。

2.8.3 Each of the client money standing authority, the client securities standing authority or any other standing authorities may be revoked by giving to the Company written notice addressed to the Customer Service Department at the Company's address specified in the Account Opening Form or such other address which the Company may notify the Client in writing for this purpose. Such notice shall take effect upon the expiry of **fourteen (14)** days from the date of the Company's actual receipt of such notice.
每份客戶款項常設授權、客戶證券常設授權或任何其他的常設授權可以書面方式，向本公司列明在開立表格內的公司地址之客戶服務部發送通知或該等本公司為此目向客戶發出書面通知的其他地址，該通知自本公司實際收到之**十四(14)**日屆滿後才生效。

2.8.4 The Client understands that each of the client money standing authority, the client securities standing authority or any other standing authorities shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues to the Client a written notice of renewal at least **fourteen (14)** days prior to the expiry date of the relevant authority, and the Client does not object to such deemed renewal before such expiry date.
客戶明白每份客戶款項常設授權、客戶證券常設授權或任何其他的常設授權，如果本公司在相關授權到期前至少**十四（14）**天向客戶發出書面續約通知，且客戶不反對在該屆滿日期前被視作續期，則在無需客戶的書面同意的情況下，應被視作或將以持續為基礎地續期。

**2.9 Over-the-Counter Transactions 場外交易**

2.9.1 In relation to any Over-the-Counter ("**OTC**") transactions, including without limitation trading of any new securities before their listing on the SEHK, entered or to be entered into by the Client, the Client acknowledges and agrees that:
客戶就其已進行或將予進行的任何場外交易(包括但不限於任何在聯交所上市前的新證券之買賣) 確認及同意：

2.9.1.1 the Company is acting as agent for the Client and does not guarantee the settlement of such OTC transactions;
本公司作為客戶的代理，並不保證此等場外交易之結算；

2.9.1.2 the Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant securities subsequently fail to list on the SEHK;
客戶的指示可能只有部份被執行或全部未能被執行。倘若有關證券其後沒有在聯交所上市，已執行的買賣將會被取消及成為無效；

2.9.1.3 in the event that the Client in selling any securities fails to deliver such securities, the Company is entitled to purchase in the market the relevant securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction;
如客戶在沽出任何證券而沒有交付該等證券，本公司有權為客戶就該宗已發生的出售在市場購入所需之相關證券，以完成相關交易的交收。客戶須承擔該宗交易引致或招致的一切虧損；

2.9.1.4 in the event that (1) the Client buys securities from a seller and such seller fails to deliver the relevant securities and (2) the purchase of the relevant securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant securities pursuant to Clause 2.9.1.3 above, the Client will not be entitled to obtain the relevant securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant securities;
倘若 (1) 客戶向賣方買入證券，而該賣方沒有交付相關的證券及 (2) 買入之相關證券未能或本公司行使絕對酌情權決定根據以上的第 2.9.1.3 條規定不買入相關的證券，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；

2.9.1.5 in the event that the Client in buying any securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant securities but not the sale proceeds of the relevant securities; and
倘若買入任何證券的客戶沒有存入所需的交收款項，本公司有權出售其帳戶內任何及所有證券或抵押品，以及使用經扣除交收該宗交易所有成本後的出售所得之款項。然而，如客戶於該宗交易內屬於賣方，而該宗交易未能交收，則客戶只可獲得相關證券，而並非相關證券的出售所得之款項；及

2.9.1.6 without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.
在不影響上文所載的原則下，客戶須自行承擔虧損或開支，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。

## 3. MARGIN CLIENT AGREEMENT
## 保證金融資/孖展買賣協議

Terms defined in this agreement have the same meaning as in this Client Agreement and other schedules annexed thereto.
本協議中所提及的術語與客戶協議及其夾附之其他附表中的術語具有相同的含義。

Where your account is allowed to conduct margin trading (i.e. a securities margin trading account) whereby FORWIN agrees to grant and/or continue to grant margin facilities ("**Facility**") to you at your request for your securities, futures and/or options trading, you agree to the following terms and conditions:
若你的帳戶被許可進行保證金融資/孖展交易（即為證券保證金買賣帳戶），而因此富榮證券同意應你的要求向你提供及/或繼續提供保證金融資便利(「**該便利**」)用於你買賣證券、期貨及/或期權，你同意以下的條款及細則：

3.1 The Facility is extended to you in accordance with the provisions set out in this margin client agreement, any facility letter from FORWIN to you and such other conditions as may be specified by FORWIN from time to time (collectively called "**Margin Facility Terms**"). This margin client agreement is supplemental to the Conditions of this Agreement to which this margin client agreement is annexed and where any conflict arises between the provisions of the Conditions and the Margin Facility Terms, the provisions of the latter shall prevail.
該便利是依據本保證金融資/孖展買賣協議所列之條文、任何由富榮證券向你發出的融通便利函件及富榮證券不時所指明的其他條款（統稱「**保證金融資便利條款**」）向你提供的。本保證金融資/孖展買賣協議是補充其所依附之本協議的標準條款及細則，而如該等標準條款及細則與保證金融資便利條款出現任何衝突，應以後者的規定為準。

3.2 The Facility is repayable on demand and may be varied or terminated in the absolute discretion of FORWIN. FORWIN will not at any time be obliged to make any advance to you.
該便利在接獲要求便需立即付還，並可由富榮證券根據其絕對酌情權予以更改及終止。富榮證券在任何時候均無義務向你提供任何墊支。

3.3 FORWIN is instructed and authorized by you to draw on the Facility to settle any amounts due to FORWIN or its Affiliates in respect of your purchase of securities, margin maintenance obligations for any futures and options positions required by FORWIN or its Affiliates, or payment of any commission or other liabilities, costs and expenses owing to FORWIN or its Affiliates.
你指示及授權富榮證券可動用該便利，以清償涉及你買入的證券、富榮證券或其聯屬人就你的期貨及期權持倉所要求維持保證金的責任，或你欠富榮證券或其聯屬人的任何佣金或其他責任、費用及開支的付款。

3.4 You understand that FORWIN will be under no obligation to make or continue to make any advances if any of the following circumstances should apply:
你明白到如任何下列情況適用，富榮證券將沒有任何義務作出或繼續作出任何墊支：
a. if you are in default of any provision of the Margin Facility Terms or the Conditions; or
如你未能履行任何保證金融資便利條款的條文或標準條款及細則;
b. in the opinion of FORWIN there is or has been a material adverse change in your financial condition or in the financial condition of any person which might adversely affect your ability to discharge your liabilities or perform your obligations under this Agreement; or
富榮證券認為你的財政狀況有或已經有重大的負面改變，或任何人士的財政狀況有或已經有重大的負面改變而可能會影響你解除在本協議之下的責任或履行你在本協議之下的義務；
c. making an advance would cause the applicable ratios to be exceeded; or
提供墊支將會令適用的比率超過限制; 或
d. FORWIN in its absolute discretion considers it prudent or desirable for its protection not to do so.
富榮證券根據其絕對酌情權考慮其審慎及適宜的保障下，不這樣做。

3.5 For so long as there exists any indebtedness to FORWIN on your part, FORWIN shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the monies and/or securities in your account and you shall not without the prior consent of FORWIN be entitled to withdraw any monies and/or securities in part or in whole from your account.
只要你對富榮證券存在任何債項，富榮證券有權在任何時候及不時拒絕從你的帳戶提取任何或全部款項及/或證券的要求，以及你在未獲得富榮證券事先同意之前，無權從該帳戶提取全部或部份的款項及/或證券。

3.6 You shall from time to time or on demand from FORWIN make payments of deposits or margin in money, securities and/or other collateral in such amount and in such form and within such time as may be specified by FORWIN as FORWIN in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by you shall be made into a designated account of FORWIN before 10:00 a.m. on the due date in same day funds.
你應不時或按富榮證券要求，依照富榮證券所指明的數額及以指定的形式及在指定的時間內，當富榮證券根據其絕對酌情權決定，對該便利提供足夠保障，以款項、證券及/或其他抵押品支付存款或保證金。任何你所須要支付的款項，必須在到期支付當日的早上十時之前，存入富榮證券指定的帳戶。

3.7 Any failure by you to comply with Clause 3.6 of this clause will constitute an act of default under the Conditions and the Margin Facility Terms and FORWIN shall, without prejudice to any other rights under the Conditions, the Margin Facility Terms or in law, have the right, and without notice or demand, to terminate the Facility, close your account(s), dispose of your securities, cancel your open orders for the sale and purchase of your securities, and/or borrow or buy any securities required for delivery in respect of any sale effected for you. The proceeds of such transactions will be applied to reduce your indebtedness owing to FORWIN and/or its Affiliates and any outstanding indebtedness shall be immediately due and payable by you to FORWIN.
若你沒有遵守第條款之第 3.6 條，將會構成為標準條款及細則及保證金融資便利條款所指的失責行為，及富榮證券將會在不影響其在標準條款及細則、保證金融資便利條款及法律上的任何其他權利的情況下，有權毋須給予通知或要求而終止該便利、關閉你的帳戶、出售你的證券、取消你所發出但仍未執行的證券買賣盤，及/或取消就你所作出的出售交易借入或買入任何證券以作交收之用，而所得之款項將用作減低你欠富榮證券及/或其聯屬人的債項，而你欠富榮證券的任何未清還債項亦即時到期及須予以清還。

3.8 You, as beneficial owner, hereby charge in favor of FORWIN by way of first fixed charge all your respective rights, title, benefits and interests in and to all securities and other property which are now or which may at any time hereafter be deposited with, transferred or caused to be transferred to or held by FORWIN or its Affiliates or nominees, or transferred to or held by any other person in circumstances where FORWIN or its Affiliates has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise). These include without limitation those securities that may come into the possession, custody or control of FORWIN or its Affiliates from time to time for any purpose whatsoever (which may include any

additional or substituted securities and all dividends or interest paid or payable, rights, interest, moneys or property accruing or offering at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities) (collectively called "**Charged Securities**") as a continuing security ("**Charge**") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by you to FORWIN or its Affiliates, or for which you may be or become liable to FORWIN or its Affiliates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of FORWIN or its Affiliates.
你以實益擁有人的身份，謹此以第一固定押記方式，向富榮證券抵押所有你於現有或將來任何時候存放在、轉移或令致其轉移往富榮證券或其聯屬人或代名人持有的，或於富榮證券或其聯屬人擁有任何權益、所有權或權益的情況下（在每個情況下，不論是為抵押、穩妥保管、收集或其他的目的）轉移往任何其他人士或由任何其他人士持有的 所有證券及其他財產的各種權利、所有權、利益及權益。這些包括但不限於富榮證券或其聯屬人不時為任何目的而可能擁有、託管或控制的證券（包括任何額外或替代證券或就任何該等證券或額外的或替代證券的所提供的或累計，在任何時間透過贖回、分紅、優先權、選擇權或其他形式，所有已支付或需支付的股息或利息、權利、權益、款項或財產）（統稱為「**抵押證券**」）以作為持續的抵押品（「**該抵押**」），　用以支付及當被要求時清償所有款項及絕對或是或有的債項及履行在保證金融資便利條款下，在現時或以後任何時間，可能已到期、未付或由你招致，富榮證券或其聯屬人，或您可能或已對富榮證券及其聯屬人有責任以任何帳戶或以任何方式（無論是單獨或與任何其他人士共同，及以任何名稱、風格或公司名義），連同由作出還款要求日期至付還日期期間的利息，及在富榮證券及其聯屬人記錄中所顯示的任何佣金、法律及其他費用、收費及開支的所有義務。

3.9 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by you to FORWIN and/or its Affiliates and notwithstanding the closing of any of your accounts with FORWIN and which are subsequently reopened or the subsequent opening of any account by you either alone or jointly with others and shall extend to cover all or any sum of money which shall for the time being constitute the balance due from you to FORWIN or its Affiliates on any account or otherwise.
該抵押將仍屬一項持續的抵押，即使任何中期支付或清結帳戶或全部或部份付清你欠富榮證券及/或其聯屬人的欠款，及即使你在富榮證券的任何帳戶已被關閉及其後已重新開戶或其後你單獨或與其他人共同開立任何帳戶，並將會涵蓋全部或任何當其時在任何帳戶或其他地方構成你欠富榮證券或其聯屬人的所有或任何結餘欠款。

3.10 You represent and warrant that the Charged Securities are legally and beneficially owned by you, that you have good right and title to deposit the securities with FORWIN or its Affiliates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other securities comprised in the Charged Securities are and will be fully paid up.
你陳述及保證你合法地實益擁有抵押證券，及你擁有良好權利及所有權將該等證券存放予富榮證券或其聯屬人，及該等證券是及將不受任何類別的留置權、抵押權或任何產權負擔所約束，及現時或將來亦不受任何選擇權所規範和限制，以及構成抵押證券的任何股票、股份及其他的證券現時已被及將會被全數繳足股款。

3.11 Upon irrevocable payment in full of all sums which may be or become payable under the Conditions and the full performance of your obligations under the Margin Facility Terms and this schedule, FORWIN will at your request and expenses release to you all the rights, title and interests of FORWIN in the Charged Securities and will give such instructions and directions as you may require in order to perfect such release.
當你不可撤回地支付所有在該等標準條款及細則之下可能應支付或成為應支付的款項，及已全部履行你在保證金融資便利條款及本附表之下的義務後，富榮證券將會在你要求下，及向你發還富榮證券在抵押證券的所有權利、所有權及權益後，並會就你為了妥善處理該項發還而作出的要求將給予有關的指示及指令。

3.12 Until the Charge becomes enforceable, (i) FORWIN shall have the right, subject only to giving you notice, to exercise voting rights and other rights relating to the collateral to protect the value of the Charged Securities; and (ii) except as otherwise provided in this margin client agreement, you may direct the exercise of other rights attaching to, or connected with, the Charged Securities, but not in any manner which is inconsistent with your obligations under the Margin Facility Terms, or which in any way may prejudice FORWIN's rights in relation to the Charged Securities.
直至該抵押成為可強制執行之前，(i) 富榮證券於通知你的情況下，有權行使涉及有關抵押的表決權及其他權利，以保障抵押證券的價值；及 (ii) 除非在本保證金融資/孖展買賣協議另有規定，否則你可指示行使附於或與抵押證券有關的其他權利，但此舉不得與你在保證金融資便利條款之下的義務有所矛盾，或在任何形式下可能影響富榮證券就抵押證券的權利。

3.13 You by way of security irrevocably appoint FORWIN to be your attorney on your behalf and in your name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on you by or pursuant to the Margin Facility Terms and generally for enabling FORWIN to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):
你透過抵押方式不可撤回地委任富榮證券作為你的授權人，代表你及以你的名義行任何事，及簽署、蓋印、執行、交付、完善及訂立所有契據、文書、文件、作為或事物，以履行根據保證金融資便利條款施加於你的任何義務及在整體上促使富榮證券行使保證金融資便利條款或根據保證金融資便利條款或法律而賦予富榮證券的相關權利及權力，包括（但不限於）：

a. to execute any transfer or assurance in respect of any of the Charged Securities;
就任何抵押證券簽立任何轉讓契或擔保；

b. to perfect its title to any of the Charged Securities;
就任何抵押證券完善其所有權；

c. to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Charged Securities;
就任何抵押證券之下或所產生的到期或變成到期的任何或所有欠款或款項之申索作出查詢、規定、要求、接收、綜合及作出良好的解除；

d. to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Charged Securities; and
就任何抵押證券發出有效的收取及解除及背書任何支票或其他文書或匯票；及

e. generally, to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.
一般而言，作出任何申索或採取任何合法的行動或開始任何法律程序，而該等行動是在考慮到有需要，及建議以保障根據保證金融資便利條款所產生的抵押而作出。

3.14 You agree that in the event of any sale pursuant to the Conditions or the Margin Facility Terms, any Charged Securities will be sold or disposed of in the absolute discretion of FORWIN and upon any sale by FORWIN, a declaration made by an officer of FORWIN that the power of sale has become exercisable shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title to any of the Charged Securities under the sale and no person dealing with FORWIN or its nominees shall be concerned to inquire into the circumstances of the sale.
你同意當發生任何出售時，並根據該等標準條款及細則或保證金融資便利條款，富榮證券擁有絕對酌情權出售或處置任何抵押證券，並且當富榮證券進行任何該等出售時，由富榮證券一位高級職員所作出該出售權已變可行使之聲明，在支持任何購買方或根據該宗出售而獲取任何所有權的其他人士，及沒有人與富榮證券或其代名人將關注查詢該宗出售交易的情況下，將成為該事實的確據。

3.15 You shall from time to time upon FORWIN's request promptly and duly execute and deliver any and all such further instruments and documents as FORWIN may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.
你須不時應富榮證券的要求，迅速地及妥善地簽訂及交付任何及所有富榮證券為取得保證金融資便利條款的所有利益及其所授予的權利及權力而被富榮證券視為有需要或有必要的任何及所有其他文書及文件。

3.16 Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:-
在不影響上述的一般性原則下，該抵押或其所抵押的數額將不會因以下所述任何事情所影響：

a. any other security, guarantee or indemnity now or hereafter held by FORWIN or its Affiliates under or in respect of the Margin Facility Terms or any other liabilities;

富榮證券或其聯屬人就保證金融資便利條款或任何其他責任而在現時或將來所持有的任何其他抵押、擔保或彌償 ；

b. any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除 ( 除有關的修改、修訂、寬免或解除外，包括該抵押 );

c. the enforcement or absence of enforcement or release by FORWIN or its Affiliates of any security, guarantee or indemnity or other document (including the Charge);
富榮證券或其聯屬人就任何抵押、擔保或彌償或其他文件 ( 包括該抵押 ) 的強制執行或沒有強制執行或免除 ；

d. any time, indulgence, waiver or consent given to you or any other person whether by FORWIN or its Affiliates;
不論由富榮證券或其聯屬人向你或其他人士所給予的任何時間、寬限、寬免或同意 ；

e. the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on you whether by FORWIN or any other person;
不論是由富榮證券或其聯屬人或任何其他人對你所作出或沒有作出的根據保證金融資便利條款的任何還款要求 ；

f. the insolvency, bankruptcy, death or insanity of you;
你的無償債能力、破產、死亡或精神不健全 ；

g. any amalgamation, merger or reconstruction that may be effected by FORWIN with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of FORWIN to any other person;
富榮證券與任何其他人進行任何合併、兼併或重組或向任何其他人作出任何之出售或轉移富榮證券的全部或部份業務、財產或資產 ；

h. the existence of any claim, set-off or other right which you may have at any time against FORWIN or any other person;
在任何時候你對富榮證券或任何其他人所提出的任何申索、抵銷或其他權利;

i. any arrangement or compromise entered into by FORWIN with you or any other person;
富榮證券與你或任何其他人訂立的安排或妥協 ；

j. the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
涉及該便利或任何抵押、擔保或彌償 ( 包括該抵押 ) ，或任何一方在有關的任何該等文件或抵押、擔保或彌償 ( 包括該抵押 )的任何權利或義務之下的不合法性、無效或無法執行或有他們缺陷的條文或在任何文件，不論是基於越權、不符合有關人士的利益，或未經任何人妥善授權、簽立或交付或任何其他的緣故 ；

k. any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by you on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or
任何根據涉及破產、無償債能力或清盤的任何法律，可以避免或受其影響的任何協議、抵押、擔保、彌償、支付或其他交易，或任何你依賴任何該等協議、抵押、擔保、彌償、支付或其他交易所提供或作出的免除、和解或解除，及任何該等免除、和解或解除須因此被視為受到限制 ; 或

l. any other thing done or omitted or neglected to be done by FORWIN or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect your liabilities under the Margin Facility Terms.
任何由富榮證券或任何其他人士所作出或遺漏或忽略而作出的事物或任何其他交易、事實、事宜或事物，但因為本條文，可能在運作上損害或影響你在保證金融資便利條款之下的責任。

3.17 In compliance with the provisions of the SFO and relevant rules made thereunder, relevant securities collateral from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities collateral with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities, or be deposited in an account in the name of FORWIN or its associated entity with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities, or registered in your name or in the name of FORWIN or its associated entity.
遵照《證券及期貨條例》的條文及其有關規則的規定，不時代你收取的有關證券抵押品將被存放於，在認可財務機構、獲證監會核准的保管人或另一獲發牌進行證券交易的中介人處維持為持有該等客戶證券抵押品目的，而在香港維持的獨立帳戶作穩妥保管；或被存放於以富榮證券或其有聯繫實體的名稱在認可財務機構、獲證監會核准的保管人或另一獲發牌進行證券交易的中介人處的帳戶；或以你或富榮證券或其有聯繫實體的名稱登記。

3.18 **Standing Authorization 常設授權**

Without prejudice to any other right or remedy available to FORWIN, you authorize and agree that FORWIN or an associated entity of FORWIN may deal with securities or securities collateral from time to time received or held on your behalf in one or more of the following ways, namely to:-
在不影響富榮證券可用的任何其他權利或補救方法的原則下，你授權並同意富榮證券或其有聯繫實體可以下列一種或以上的方式去處理不時代你收取或持有的證券或證券抵押品：

a. apply any of your securities or securities collateral pursuant to a securities borrowing and lending agreement;
依據證券借貸協議運用任何你的證券或證券抵押品；

b. deposit any of your securities collateral with an authorized financial institution as collateral for financial accommodation provided to FORWIN; or
存放任何你的證券抵押品於認可財務機構，作為提供予富榮證券的財務通融的抵押品；或

c. deposit any of your securities collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of FORWIN's settlement obligations and liabilities.
存放任何你的證券抵押品於（i）認可結算所；或（ii）另一獲發牌或獲註冊進行證券交易的中介人，作為解除和清償富榮證券在交收上的義務及責任的抵押品。

You have the right to revoke this authorization by giving not less than **five (5)** business days' prior written notice to FORWIN at any time provided that no such revocation shall be effective if there is any outstanding liability owing by you or on your behalf to FORWIN or any associated entity of FORWIN.
你有權於任何時候給予富榮證券不少於**五(5)**個營業日的事先書面通知撤銷有關授權，但假若你或代你須向富榮證券或其任何有聯繫實體負責的任何仍未解除的責任，則該項撤銷將為無效。

In addition, such standing authority shall remain valid for a period of up to **twelve (12)** months and will expire on the 31st of December of the year in which your account is first approved by FORWIN to conduct margin trading but may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO for a subsequent period of **twelve (12)** months following such renewal.
此外，該項授權將維持有效不多於**十二(12)**個月，並將於你的帳戶首次被富榮證券許可進行保證金買賣交易之首個年度之十二月三十一日屆滿，但可按照《證券及期貨條例》下的有關規則予以續期或當視作已續期，而延續有效期為**十二(12)**個月。；

3.19 The Facility will be terminated upon the occurrence of any one or more of the following events:-
當出現以下其中一項或以上的事件，該便利將會被終止 ：

a. the revocation of your standing authority as contained in or provided under Clause 3.18 of this clause; or
載在本條款之第 3.18 條或按其所述你的常設授權已遭撤銷 ；

b. the non-renewal of such standing authority upon its expiry or when called upon to do so; or
當該常設授權的有效期屆滿或當你被要求就該常設授權續期時，該常設授權並沒有加以續期 ; 或

c. any termination in accordance with Clause 1.11 of the Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.
根據該等標準條款及細則之第 1.11 條的規定之任何終止，而就此而言，任何的終止通知將被視為對該便利的終止通知。

Upon termination of the Facility, any outstanding indebtedness by you shall forthwith be repaid to FORWIN.
任何你的債項必須於該便利終止的時候，立刻向富榮證券清還。

3.20 Repayment of all or any of the loan amounts owed to FORWIN will not of itself constitute cancellation or termination of the Margin Facility Terms.
付還所有或部份欠富榮證券的借貸款項，其本身並不構成為取消或終止保證金融資便利條款。

3.21 You are informed that FORWIN has the practice of repledging securities collateral of its clients.
謹此通知你富榮證券有再質押客戶證券抵押品的做法。

# 4. TERMS FOR ELECTRONIC TRADING SERVICES
# 電子交易服務條款

This schedule shall be applicable to any account which the Client has chosen to employ or use Electronic Trading Services provided by FORWIN, and so applicable, shall form an integral part of this Agreement. This schedule is supplemented by and should be read jointly with the other sections herein this Agreement in so far as they are applicable. The Client is reminded to read this schedule carefully and thoroughly. If any conflict arises between this Agreement and the provisions of this schedule, the provisions of the latter shall prevail.
本附表適用於客戶選擇採用之任何帳戶，或使用富榮證券提供的電子交易服務的，因此將適用構成本協議的整體部分。只要在適用的情況下，本附表是補充並應與在本協議中其他部分一併閱讀。客戶被提醒應仔細及徹底地閱讀本附表。如果本協議與本附表的條款之間發生任何衝突，則應以後者的條款為準。.

## 4.1 Definitions 釋義

Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto; and unless the context otherwise requires, the following terms shall have the following meaning:
本附表中所提及的術語與客戶協議及其夾附之其他附表中的術語具有相同的含義，並除文意另有所指外，以下的術語將會具有以下意義：

| | |
|---|---|
| "**Electronic Trading Services**" | means the software, systems and other facilities, including, but not limited to, FORWIN's website, telephone, facsimile, electronic mail and other devices provided by FORWIN under this Agreement, which enables the Client to give electronic Instructions and to obtain information services provided by FORWIN; |
| 「**電子交易服務**」 | 指由富榮證券根據本協議所提供的軟件，系統和其他設施，包括但不限於富榮證券的網站，電話，傳真，電子郵件以及其他設備以供客戶發出電子指令並獲取富榮證券提供的資訊服務； |
| "**Transaction Password**" | means the Client's Transaction Password, PIN, User ID or such codes as may either be notified to the Client or specified or reset by the Client from time to time in respect of the Client's access to the Electronic Trading Services provided by FORWIN; |
| 「**交易密碼**」 | 指客戶的通行密碼、個人身份密碼、使用者密碼，或任何就客戶使用富榮證券所提供的電子交易服務而不時向客戶通報或不時經由客戶設定； |
| "**Login ID**" | means the Client's personal identification used in conjunction with the Transaction Password to gain access to the Electronic Trading Service and any other services offered by FORWIN; |
| 「**登錄名字**」 | 指客戶之個人識別，與交易密碼一併使用客戶可取得電子交易服務及富榮證券提供的任何其他服務； |
| "**Instruction Acknowledgement**" | means, in relation to an instruction, whether to buy or sell securities or to amend or cancel another prior instruction given; means an acknowledgement by FORWIN of receipt of that instruction. |
| 「**指示認收**」 | 就一項指示而言（不管是指購買或出售證券或修訂或取消另一項先前已發出的指示，指富榮證券就收到該項指示所作出的認收。 |

## 4.2 Using Electronic Trading Services 電子交易服務

4.2.1 On the issuance by FORWIN to the Client of its Login ID and the Transaction Password, the Electronic Trading Services shall be activated. FORWIN will inform the Client regarding the above arrangement by electronic mail.
當富榮證券向客戶發出其登錄名字和交易密碼後，電子交易服務即可被啟動。而富榮證券將會以電子郵件方式通知客戶上述之安排。

4.2.2 The Client agrees:
客戶同意：

a. that it shall use the Electronic Trading Services only in accordance with these terms for Electronic Trading Services and the Agreement;
只根據電子交易服務條款及本協議使用電子交易服務；

b. that is shall be the only authorized user of the Electronic Trading Services;
為電子交易服務的唯一授權用戶；

c. that it shall be responsible for the confidentiality and use of its Login ID and Transaction Password;
對其登錄名字和交易密碼的保密性和使用負責；

d. that it shall be solely responsible for all instructions entered through the Electronic Trading Services using its Login ID and Transaction Password and any instructions so received by FORWIN shall be deemed to be made by the Client at the time received by FORWIN and in the form received;
應對使用其登錄名字和交易密碼通過電子交易服務輸入的所有指示全權負責；並且富榮證券所收到的任何指示，以富榮證券所收到的時間及形式為準，均應被視為由客戶下達的；

e. that it shall immediately inform FORWIN if it becomes aware of any loss, theft or unauthorized use of its Login ID or Transaction Password;
若得悉其登錄名字或交易密碼遺失、被盜取或未經授權而被使用，將會立即通知富榮證券；

f. that FORWIN has the right to suspend the Electronic Trading Services if an incorrect Login ID and Transaction Password are entered on more than **three (3)** occasions;
若錯誤的登錄名字和交易密碼被輸入超過**三(3)**次，富榮證券有權暫停其電子交易服務；

g. if the Client uses the Electronic Trading Services to which the Client gains access by computer, the Client agrees to provide FORWIN with the Client e-mail address, promptly notifies FORWIN with any changes to the Client e-mail address and accepts electronic communications from FORWIN at the e-mail address the Client specified; and
若客戶是以電腦使用電子交易服務，客戶同意將其電郵地址提供予富榮證券，並同意若其電郵地址有任何改變，將會從速通知富榮證券，及以其指定的電郵地址接收富榮證券向其發出的電子通訊；

h. that it shall be bound by any consent the Client gives through the Electronic Trading Services in respect of the provision by FORWIN of any notices, statements, trade confirmations and other communications to the Client solely pursuant to the Electronic Trading Services; and
就富榮證券向客戶提供有關於電子交易服務之任何通知、結單、交易確認書及其他通訊，客戶應被其通過電子交易服務而提供的任何同意所約束；及

i. that it shall logoff the Electronic Trading Services immediately following the completion of each Electronic Trading Services session.
在每個電子交易服務的時段完結後，客戶應立即退出電子交易服務。

j. FORWIN shall not be deemed to have received the Client's instructions or executed its order(s) unless and until FORWIN message acknowledging receipt or confirming execution of Client's order(s) is received by the Client.
富榮證券不應被視為已收到客戶的指示或已執行其買賣盤，除非及直至客戶已收到富榮證券的信息表示收到或確認已執行客戶的買賣盤。

4.2.3 Without limiting the generality of the forgoing, the Client acknowledges and agrees that it may not be possible to amend or cancel any instruction once it has been given through the Electronic Trading Services but that an instruction can be amended or cancelled provided that such instructions have not been executed by FORWIN. In such circumstances, FORWIN will use its best efforts to amend or cancel the instruction but, notwithstanding any receipt by the Client of an Instruction Acknowledgement in relation to the amendment of cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instructions so given to FORWIN.
在不損害前述的一般性原則下，客戶確認並同意一旦其通過電子交易服務發出的指示將難以修訂或取消該項指示，但僅在富榮證券尚未執行該項指示的情況下，才可修訂或取消該項指示。在這情況下，富榮證券將盡最大努力修訂或取消該項指示，但儘管客戶收到有關該項修訂或取消指示的一項指示認收，但不保證該項修訂或取消將會發生。若該項修訂或取消沒有發生，客戶仍須對該項向富榮證券發出的原有指示負責。

4.2.4 In addition to Electronic Trading Services provided by FORWIN, the Client may also give instructions to FORWIN by communicating with one of its sales representatives directly. If the Client experiences any problems in reaching FORWIN via Electronic Trading Services provided by FORWIN, the Client may use other methods to communicate with FORWIN and inform FORWIN of the difficulty which he is experiencing.
除了由富榮證券提供的電子交易服務外，客戶亦可直接與富榮證券的營業代表溝通向富榮證券發出指示。倘若客戶透過富榮證券提供的電子交易服務與富榮證券聯絡時遇到任何問題，客戶可使用其他方法與富榮證券聯絡，並通知富榮證券所遇到的困難。

4.2.5 The Client understands and accepts that FORWIN may at any time in its sole discretion and without prior notice to Client, suspend, prohibit, restrict or terminate the Client's access to the Electronic Trading Services and his/her ability to trade. The suspension, prohibition, restriction or termination of access or closing of the electronic trading account by FORWIN will not affect the rights and/or obligations of either party incurred prior to the time of the suspension, prohibition, restriction or termination of access or closing of the electronic trading account.
客戶明白及接受富榮證券可隨時自行決定及無需事先通知客戶而暫停、禁止、限制或終止客戶使用電子交易服務及其通過該等服務之交易能力，而富榮證券發出之暫停令、禁令、限制令或終止或關閉其電子交易帳戶令將不影響任何一方在暫停令、禁令、限制令或終止或關閉其電子交易帳戶前所享有的權利及或義務。

4.2.6 The Client agrees to pay all subscription, service and other fees, if any, that FORWIN may charge from time to time for the use of the Electronic Trading Services.
客戶同意為了使用電子交易服務支付富榮證券不時收取所有訂購、服務及其他收費(如有)。

**4.3 Provision of Information 資訊提供**

4.3.1 FORWIN may convey to the Client by any electronic information. The Client may be charged a fee for the information. FORWIN obtains the information ("**Information**") from any exchange, markets and from third parties that transmit the Information (collectively referred to as the "**Information Providers**").
富榮證券可向客戶傳遞任何電子資訊。客戶可能須就該等資訊支付費用。富榮證券會從任何交易所、市場及傳遞該等資訊（「**該等資訊**」）的第三方（統稱「**資訊提供者**」）取得資訊。

4.3.2 The Information is the property of FORWIN, the Information Providers or others and is protected by copyright. The Client shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
該等資訊屬富榮證券、資訊提供者或其他人士的財產，且受版權保護。客戶除自用或在自己業務的正常過程中使用外，不得在其他方面使用該等資訊全部或其任何部份。

4.3.3 The Client agrees not to:
客戶同意不會：

a. reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manners without the express written consent of FORWIN and the relevant Information provider(s);
在未經富榮證券及有關資訊提供者明確的書面同意下，複製、再傳遞、傳播、出售、分發、發佈、廣播、傳閱或在商業上利用該等資訊作非法用途或用在其他以任何事物上；

b. use the Information for any unlawful purpose;
就任何非法目的使用該等資訊；

c. use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on the SEHK; and
使用該等資訊或其任何部份用於設立、維持或提供或協助設立、維持或為在聯交所上市的證券提供買賣場地或買賣服務；及

d. disseminate the information to third parties.
向第三方傳播資訊。

4.3.4 The Client is fully aware that the financial data or other information published by third parties are provided in FORWIN's Electronic Trading Services for the purpose of information and reference only. By reason of market volatility and possible delay in the data transmission process beyond the control of FORWIN, such data may not be real-time market quotes whether for investments or otherwise. Whilst FORWIN considers such data to be reliable, FORWIN has no independent basis to verify or confirm the accuracy or completeness of the information provided. The Client shall in no way treat such data provided in FORWIN's Electronic Trading Services as a warranty, recommendation or endorsement from FORWIN in respect of any investments.
客戶完全知悉富榮證券的電子交易服務內提供，由第三者所發布的金融數據及其他資訊是只為提供資料及參考之用。由于富榮證券無法控制市況波動及數據傳送過程可能出現之阻延，該等數據可能不是實時市場報價，無論是用於投資還是其他。儘管富榮證券認為該等數據是可靠的，但富榮證券沒有任何獨立的基礎以核證或確認所提供的該等資訊的準確性或完整性。客戶不得以任何方式將富榮證券的電子交易服務內所提供的數據推論為富榮證券對該等數據作出的保證、推薦或認可。

4.3.5 The Client agrees to comply with reasonable written requests by FORWIN so as to protect the respective rights of the Information Provider and FORWIN in the Information and the Electronic Trading Services.
客戶同意遵守富榮證券以書面發出的合理要求，以保障資訊提供者和富榮證券在該等資訊及電子交易服務中的有關權利。

4.3.6 The Client shall comply with such reasonable directions as FORWIN may give from time to time concerning permitted use of the Information.
客戶應遵守富榮證券不時就允許使用該等資訊而發出的合理指示。

**4.4 Intellectual Property Rights 知識產權**

4.4.1 The Client acknowledges that the Electronic Trading Services, and the software comprised therein, is proprietary to FORWIN. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Trading Services or any of the software comprised therein. The Client agrees that FORWIN shall be entitled to terminate the agreement stated in this schedule if at any time the Client breaches, or if FORWIN at any time reasonably suspects that the Client has breached this warranty and undertaking.
客戶確認電子交易服務和其中包含的軟件屬富榮證券專有的。客戶保證並承諾，其不應且不應試圖篡改、更改、取消編纂、逆轉設計或以其他方式更改，亦不應在未獲授權的情況下試圖存取電子交易服務的任何部分或其中包含的任何軟件。若富榮證券在任何時候合理地懷疑客戶已違反本保證和承諾，客戶同意富榮證券有權終止本附表所列之協議。

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

客戶確認通過電子交易服務向其提供的該等資訊或市場數據可能是第三方專有的，及客戶同意在沒有事先取得該等權利的擁有人的允許前，不會上載、發布、複製或分發任何受版權或其他知識產權(以及公開和隱私權)保護的該等資訊、軟件或其他材料。

**4.5 Limitation of Liability and Indemnification 法律責任和賠償限制**

4.5.1 FORWIN, its relevant agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond FORWIN's reasonable control including, without limitation:
對富榮證券、其相關代理人及資訊提供者概不負責於任何因客戶在富榮證券無法合理地控制的情況下所招致的損失、費用、開支或責任，包括但不限於：

a. delays, failure or inaccuracies in transaction of communications to or from FORWIN through telephone, electronic or other systems that are not under FORWIN our control;
在不受富榮證券控制之電話、電子或其他系統而延遲、故障或不準確地處理向或從富榮證券通過電話，電子或其他不受富榮證券控制的系統的交易的通訊；

b. delays, inaccuracies or omissions in research and analysis conducted by third parties, market data and other information prepared by third parties or such research and analysis having not been properly conducted or such market data and such information having not been properly prepared by third parties;
第三方進行的研究和分析的延遲、不准確或遺漏、第三方准備的市場數據和其他資訊或未正確地進行的該等研究和分析，或該等市場數據和該等資訊未經第三方正確地準備；

c. unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s) and/or account numbers;
未經授權進入通訊系統，包括未經授權使用客戶的取存號碼、密碼及/或帳戶號碼；

d. war or military action, government restrictions, labor disputes or closure of any market or exchange or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god; and
戰爭或軍事行動、政府限制、勞資糾紛、任何市場或交易所關閉或其正常交易秩序的中斷、惡劣天氣狀況以及天災；及

e. any damage to the Client's computer, software, modem, telephone or other property resulting from his/her use of the Electronic Trading Services.
因客戶使用電子交易服務時所造成對其電腦、軟件、數據機、電話或其他財物的損害。

4.5.2 The Client agrees to defend, indemnify and hold FORWIN, its corresponding agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from the Client's violation of this Agreement (including this schedule), applicable securities laws or regulations, or any third party's rights including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the agreement in this schedule.
客戶同意對其違反本協議（包括本附表）、適用的證券法律或條例，或任何第三方的權利，包括但不限於侵犯任何版權，違反任何所有權和侵犯任何隱私權，所引致的任何和所有索賠，損失，責任費用和支出（包括但不限於律師費）進行辯護，賠償和使富榮證券、其相應代理和資訊提供者免受損失。這項義務將在本附表中的協議終止後仍然有效。

4.5.3 The Client agrees to indemnify and hold FORWIN, its officers, employees, agents, Information Providers and information transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with Client's use of the Electronic Trading Services. This obligation will survive the termination of this Agreement.
客戶同意賠償及免除富榮證券及其高級職員、僱員、代理人、資訊提供者及提供資訊傳送的第三者，因客戶使用電子交易服務而引致或與之有關的任何索償、損失、責任、費用及支出。這項義務將在本協議終止後仍然有效。

**4.6 Termination of Electronic Trading Services 終止電子交易服務**

4.6.1 FORWIN reserves the right to terminate the Client's access to the Electronic Trading Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client access number(s), password(s) and/or account number(s), breach of the agreement in Clause 4.4 or this clause, discontinuance of FORWIN's access to any Information from any Information Provider or termination of one or more agreements between FORWIN and the Information Providers.
富榮證券保留可基於任何原因，包括但不限於未經授權使用客戶的取存號碼、密碼及/或帳戶號碼、違反本條款內的第 4.4 條協議或本協議、富榮證券停止從任何資訊提供者取得任何資訊或富榮證券與資訊提供者所簽訂的一項或多項協議已終止，全權酌情決定終止客戶存取電子交易服務或其任何部分的權利，而毋須向客戶發出通知及受到任何限制。

4.6.2 In the event of termination by FORWIN, the Information Providers, and FORWIN shall have no liability to the Client provided, however, that if the termination is without any cause, FORWIN will on a pro-rata basis refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Trading Services not furnished to the Client as of the date of such termination.
若富榮證券終止電子交易服務，資訊提供者及富榮證券將不會對客戶負上任何責任；但若富榮證券在沒有任何原因之下而終止電子交易服務，富榮證券將按比例向客戶退回自該終止日期起客戶可能就未向其提供電子交易服務的某部分所已付的任何費用。

**4.7 Risk of Electronic Trading Services 風險披露**

4.7.1 FORWIN refers the Client to the Risk Disclosure Statements in the Clause 6 of This Agreement;
富榮證券建議客戶參考本協議內的第六條－風險披露聲明。

4.7.2 The Client acknowledges and accepts the risks of using the Electronic Trading Services described below:
客戶承認並接受下述使用電子交易服務的風險：

a. If the Client undertakes Transactions (same meaning as defined in Clause 2.2) via Electronic Trading Services, it will be exposed to risks associated with the Electronic Trading Services system including the failure of hardware and software, and that the result of any system failure may be that its order is neither executed according to its instructions nor executed at all;
若客戶通過電子交易服務進行該等交易（與第 2.2 條所界定者俱有相同涵義），客戶將面對與電子交易服務系統有關的風險，包括硬件和軟件故障、及任何系統發生故障而導致客戶的買賣盤未能據指示執行，或未能完全執行；

b. Due to unpredictable traffic congestion and other reasons, Electronic Trading Services may not be reliable and that Transactions (same meaning as defined in Clause 2.2) conducted via Electronic Trading Services are subject to delays in transmission and receipt of its instructions or other information, delays in execution or execution of its instructions at prices different from those prevailing at the time its instructions were given, transmission interruption or blackout, that are risks on misunderstanding or errors in communication, and that there is also not possible to cancel an instruction after it has been given. FORWIN accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. The Client should not place any Instructions with us through the Electronic Trading Services if the Client is not prepared to accept the risk of such interruptions or delays; and
基於不可預計的通訊擁塞及其他原因，電子交易服務可能不可靠，及通過電子交易服務所進行的該等交易（與第 2.2 條所界定者俱有相同涵義）會受制於在傳遞和收取客戶指示及其他訊息方面之延誤、在執行客戶指示或執行客戶指示時的證券價格不同於發出指示時的當時價格之延誤、傳遞中斷或訊號消失，均為在通訊上出現的誤解或錯誤的風險；以及已發出的指示是難以取消。富榮證券不接受客戶因該等中斷或延誤或第三方存取資訊而可能招致的損失之責任。若客戶並不準備接受該等中斷或延誤之風險，客戶不應通過電子交易服務向本公司發出任何指示。

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

通過本公司的電子交易服務向客戶提供的市場數據及該等資訊可由富榮證券從第三方取得。雖然富榮證券相信該等市場數據或該等資訊是可以信賴，但富榮證券和該等第三方均不保證任何該等市場數據或該等資訊的準確性、完整性或適時性。

### 4.8 General 一般事項

4.8.1 In the event of any dispute between the parties, the Client agrees that the records of FORWIN (including electronic records) shall prevail.
若雙方有任何異議，客戶同意以富榮證券的記錄(包括電子記錄)為準。

4.8.2 FORWIN may from time to time in its absolute discretion add, amend, delete or substitute any of the terms of this Agreement by giving the Client notice of such changes which will become effective from the date specified in such notice.
富榮證券有絕對酌情權不時增加、修訂、刪除或取代本協議任何條款，並通知你有關改變將會在有關通知指定的日期後生效。

## 5. TERMS FOR MARKET DATA SERVICES
## 市場報價服務條款

### 5.1 Introduction 引言

5.1.1 Application 適用範圍
This Clause 5 applies to each client of FORWIN who is allowed to access or receive the Service (as defined below).
本第五條適用於每個被許可取用或接收本服務 (其定義按以下詮釋) 的富榮證券的客戶。

5.1.2 Definitions 定義
Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto; and unless the context otherwise requires, the following terms shall have the following meaning:
本附表中所提及的術語與客戶協議及其夾附之其他附表中的術語具有相同的含義，並除文意另有所指外，以下的術語將會具有以下意義：

| | |
|---|---|
| "**Content**" | includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Service; |
| 「**該等內容**」 | 包括但不限於任何內容、軟件、數據、資訊、信息及所有文字、聲音、影像、靜態圖像、圖表及其他可透過本服務取閱的內容及材料； |
| "**Easy-Quote**" | means the information service (provided at a fee determined by FORWIN) under which certain market price or information is displayed or provided in response to each request but which said display or provision will not be updated until there is another request; |
| 「**報價易**」 | 指一項根據每次要求而顯示或提供某些市場報價或資料的資訊服務 (按富榮證券所指定收費提供)，而該等顯示或提供不會自動更新，除非有新的要求； |
| "**Fees**" | means any subscription fee (including fee for any basic service and fees for any optional services, where applicable) which is payable in advance of each Subscription Period or upon FORWIN's demand by the Subscriber associated with the Subscriber's use of and/or access to the Service together with such other third party charges, access fees and other fees and charges as may be charged by FORWIN from time to time, and whether or not as agent, for the Subscriber's use and/or access to the Service (and any other person's use and/or access to the Service where such person was able to access or receive the Service by using the Login ID and Transaction Password) and/or the on-line delivery of Content for the period of the Subscription Period; |
| 「**該等費用**」 | 指任何訂購費用 (包括任何基本服務費用及任何自選服務費用 (如適用)) ，須由訂購者在每個訂購期開始之前預先或於富榮證券要求之時繳付，而該費用乃涉及訂購者之使用及/或取用本服務及連同該等其他第三者徵收的費用、使用費及富榮證券 (不論是否作為代理人) 不時可能徵收的其他收費及費用，為訂購者之使用及/或取用本服務 (及任何其他人士之使用及/或取用本服務，而該等人士可憑藉輸入身份記認及密碼而可取用或接收本服務的任何其他人士就的)，及/或在訂購期內線上傳送之該等內容； |
| "**Login ID and Transaction Password**" | means any unique personal identifiers issued by FORWIN to the Subscriber for gaining access to the Service; |
| 「**輸入身份記認及密碼**」 | 指任何由富榮證券向訂購者發出以便使用本服務的個人獨有的身份記認； |
| "**Complete-Quote**" | means the information service (provided at a fee determined by FORWIN) under which certain market prices, news, charts, global indices, currency exchange rates, stock rankings based on specific criteria, information on buyers and sellers and/or financial data on companies are displayed or provided and which said display or provision may be updated continually with the latest information.; |
| 「**全面報價**」 | 指一項可顯示或提供持續更新資訊的資訊服務 (按富榮證券所指定的收費提供)，該等資訊顯示或提供某些市場報價、市場資訊、圖表、全球市場指數、貨幣對換率、按指定方式列序的股票排名、買賣雙方的資訊及/或公司的財務資料； |
| "**Renewal Date**" | means the date immediately after the last day of the Subscription Period; |
| 「**續期日**」 | 指緊接在訂購期最後一日的日子； |
| "**Service**" | means the on-line service (including any basic service and optional services) provided by FORWIN as part of Easy-Quotes and/or Complete-Quote and/or any similar or other market data service which the Subscriber wishes or is allowed to access or receive via the Internet, the World Wide Web and/or other electronic communication channel; |
| 「**本服務**」 | 指訂購者希望或被許可透過互聯網及/或全球資訊網及/或其他電子通訊渠道而使用由富榮證券所提供的報價易或全面報價及/或任何相類似或其他市場報價服務； |
| "**Sources**" | means all Content suppliers including but not limited to SEHK and any other exchanges and specialist data providers whose Content is contained within the Service; |
| 「**資訊來源**」 | 指所有該等內容之提供者，包括但不限於聯交所及任何其他交易所及專門的數據提供者，而其所提供的該等內容載於本服務之內； |
| "**Subscriber**" | means the client identified in the Account Opening Form or other subscription document (however described) prescribed by FORWIN from time to time and provided by or on behalf of such client to FORWIN and who is allowed to access or receive the Service; and |
| 「**訂購者**」 | 指由該客戶或代該客戶呈交予富榮證券的開戶表格或其他富榮證券不時指定的訂購文件 (不論如何稱述) 內識別的客戶，而該客戶是被許可取用或接收本服務；及 |
| "**Subscription Period**" | means the period of the Service for which the Fees have been paid to FORWIN or such other period as may be specified or approved by FORWIN from time to time. |
| 「**訂購期**」 | 指本服務之期間，而該段期間之費用已繳付予富榮證券，或富榮證券可不時指定或批准的其他期間。 |

**5.2 Licences and Mutual Obligations 許可及相互責任**

5.2.1 Obligations of FORWIN 富榮證券的責任：

5.2.1.1 In consideration of Subscriber paying to, and FORWIN receiving, all sums due and owing under this schedule, FORWIN shall grant to Subscriber a non-exclusive, non-transferable limited licence to access or receive the Service in accordance with the terms and conditions of this schedule and subject to any and all copyright notices or restrictions applicable to the Service and its Content and such licence shall not permit local area network or wide area network distribution of the Content and is for individual use only.
基於訂購者支付及富榮證券收取所有根據本附表而到期及欠付的金額，富榮證券須向訂購者授予非獨有、不可轉讓的有限度許可，以依照本附表的條款及細則取用或接收本服務，並且受到所有適用於本服務及其該等內容的任何版權通知或限制所規範和限制，及該許可不容許以本地區域網絡或廣闊地區網絡形式發放該等內容及只可作個人使用。

5.2.1.2 FORWIN shall authorize for each Subscriber one Login ID and Transaction Password for access by Subscriber to the Service.
富榮證券將會向每個訂購者授予一個輸入身份記認及密碼，以供訂購者取用本服務。

5.2.1.3 FORWIN reserves the right at all times to (i) immediately suspend the Subscriber's access to or receipt of the Service without notice, where FORWIN is of the opinion that the Subscriber has breached any of the terms contained in this schedule or that such action is appropriate, desirable or necessary in the reasonable opinion of FORWIN; (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this schedule which amendments shall be notified to the Subscriber by posting them on-line or via post or electronic mail and which shall take effect **seven (7)** days after any such posting is made or otherwise on any other date specified by FORWIN.
富榮證券在所有時間保留以下權利：(i) 可在毋須給予通知而即時終止訂購者取用或接受本服務，如果富榮證券認為訂購者已違反本附表內的任何條款，或富榮證券合理地認為該項行動是適合、可取或有需要的;(ii) 修訂該等費用，或引入新的費用或修訂本附表的任何條款及細則，而修訂須以線上方式或郵寄或電子郵件方式發布以通知訂購者，而該等修訂將在上述通知發放的**七(7)**日後或任何其他富榮證券指定的日期起生效。

5.2.1.4 FORWIN may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Subscriber, the presentation, substance or functionality of any Content.
富榮證券擁有絕對酌情權及可於任何時間在毋須向訂購者事先通知的情況下加入、修訂或刪除任何該等內容的呈示方式、實質內容或功能性。

**5.3 Obligations of Subscriber 訂購者的責任**

5.3.1 The Subscriber agrees to pay all Fees due to FORWIN in accordance with the terms of this schedule and in the case of overdue payments, the Subscriber authorizes FORWIN to debit the Subscriber's account with FORWIN or credit card or charge card (if any) with the amount of any Fees which are due from time to time.
訂購者同意依照本附表的條款向富榮證券支付一切其到期須繳付的該等費用，而就過期繳費而言，訂購者授權富榮證券從其於富榮證券的帳戶或其信用卡或支帳卡（若有）扣取其不時到期須繳付的該等費用之任何金額。

5.3.2 FORWIN has the rights to collect from Subscriber all royalties and fees imposed by Sources which supply data to Subscriber. Subscriber understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the Subscription Period.
富榮證券有權向訂購者收取資訊來源（其向訂購者提供數據）所徵收的所有版稅及費用。訂購者明白該等由資訊來源所徵收的費用可不時改變，並同意支付在訂購期所產生的實際金額。

5.3.3 Subscriber shall inform FORWIN within **ten (10)** days of any change in name, address or billing information provided by Subscriber to FORWIN to use the Service.
訂購者為着使用本服務而向富榮證券提供姓名、地址或帳項資料之任何變更，該等變更須在**十(10)**日內作出此通知。

5.3.4 Subscriber acknowledges that the Service and the Content are proprietary to and/or the copyright of FORWIN and/or FORWIN's holding companies, subsidiary companies or associated companies and/ or Sources and are for use solely by the Subscriber, and the Content provided by the Service may not be copied, manipulated, republished or redistributed to third parties in any form or by any means without the prior written consent of FORWIN and, where necessary, the Sources.
訂購者確認本服務及其該等內容是富榮證券及/或富榮證券的控股公司、附屬公司或聯屬公司及/或資訊來源的專有的及/或版權，及僅為訂購者專用，及本服務所提供的該內容不可複印、捏改、重新發佈、或在未得富榮證券（及如必要，資料來源）的事先書面同意之前，以任何方式或以任何途徑向第三者再次發放。

5.3.5 Subscriber shall forthwith notify FORWIN in writing of any misuse of, or infringement of, the copyright of any Content.
訂購者須即時書面通知富榮證券任何該等內容的版權任何被不當使用或侵害的情況。

5.3.6 The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of FORWIN's servers, their Content and/or any data areas for which the Subscriber has not been authorized by FORWIN.
訂購者在未獲富榮證券授權的情況下，不會在未獲授權的情況下進入、闖入、取用、使用，或嘗試進入、闖入、取用、使用富榮證券伺服器之任何部分、其該等內容及/或任何數據。

5.3.7 The Subscriber shall not assign, transfer or sub-license all or any part of its rights or obligations under the provisions of this schedule.
訂購者不得出讓、轉讓或分許其在本附表之下的全部或部份權利或責任。

5.3.8 The Subscriber shall not use or permit the use of the Content or any part thereof for any illegal purpose or any other purpose not allowed under the provisions of this schedule.
訂購者不得使用或准許該等內容或其任何部分被用作非法用途或任何其他按本附表的規定所不容許的用途。

5.3.9 The Subscriber shall not use the Content or any part thereof other than in the ordinary course of its own business (which shall not include any dissemination to third parties).
訂購者不得使用該等內容或其任何部份被用作非訂購者正常業務範圍之內之用，但並不包括任何發佈予第三者的情況。

5.3.10 The Subscriber shall not use the Content or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing an off market or a trading floor or dealing service where trading in (i) securities listed on an exchange or of a type capable of being so listed or (ii) any other securities relating to securities described at (i) above is being undertaken otherwise than at or through such exchange.
訂購者不得使用該等內容或其任何部份去設立、維持或提供或去協助設立、維持或提供非市場、買賣場地或交易服務去買賣 (i) 於某交易所上市或可於交易所上市的證券或 (ii) 與前述第(i)項所指證券有關之任何其他證券，均非於或通過該交易所進行。

5.3.11 The Subscriber shall allow FORWIN or any person authorized by FORWIN in writing to, upon receiving FORWIN's written request, inspect promptly thereafter the premises and records of the Subscriber for any lawful purpose in connection with the provisions of this schedule including but not necessarily limited to the purpose of satisfying that the Subscriber is not using the Content or any part thereof contrary to any provision under this schedule.
訂購者須允許富榮證券或其書面授權的人士，在收到富榮證券的書面要求下儘速察看訂購者的地方及記錄為任何有關本附表條款的合法目的，包括但不必要限於以滿足訂購者不使用該等內容或其任何部分是有違於本附表之任何條款的目的。

**5.4 Disclaimer of Warranty and Limitation of Liabilities 不作保證免責聲明及責任限制**

**5.4.1 Disclaimer of Warranty 不作保證免責聲明**

Subscriber expressly acknowledges and agrees that the Service is provided to it on an 'as is' basis and that its use of the Content is at its sole risk. Neither FORWIN nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this schedule) relating to the Service including any Content furnished through the Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. FORWIN and the Sources endeavor to ensure the accuracy and reliability of the Content provided but do not guarantee

its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.
訂購者明確地確認及同意本服務是以「現況」基礎提供的，並且其單獨承擔使用該等內容的風險。富榮證券及資訊來源均沒有就有關本服務（包括透過本服務提供的任何該等內容）作出任何形式的保證（除非該等保證已在本附表內明確地列明），不論該等保證是明示或默示地作出，包括但不限於第三者權益的侵害、或可商用性或任何特別目的或用途的合適性。富榮證券及資訊來源致力確保其所提供的該等內容的準確性及可靠性，但不會其擔保準確性及可靠性及不會就任何不準確或遺漏而造成的損失或損害承擔任何（不論是侵權行為或合約上或其他方面上的）責任。

**5.4.2 Limitation of Liability 責任的限制**

5.4.2.1 Neither FORWIN nor the Sources shall be liable to Subscriber or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by FORWIN's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event, will FORWIN or the Sources be liable to Subscriber for any direct, indirect, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to the Service or its use.
富榮證券或資訊來源均不會對任何直接、間接、後果性或偶然性的損失、費用或損害、或任何特殊的或懲罰性的損害、或全部或部分由富榮證券或資訊來源在採購，編譯、解釋、編輯，報告或提供任何該等內容的疏忽所造成的損害。在任何情況下，富榮證券或資訊來源都不會向訂購者承擔任何直接、間接、後果性、偶然性，特殊的或懲罰性的損害承擔責任，包括任何利潤損失或儲蓄損失，或任何第三方與本服務或其使用有關的任何性質的索賠。

5.4.2.2 Notwithstanding the foregoing, FORWIN's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall not in any event exceed the subscription fee paid by the Subscriber to FORWIN under the terms of this schedule for a period of **six (6)** months.
儘管有以上的規定，富榮證券就損害、損失及訴訟原因，不論在合約上或侵權上（包括疏忽）或其他方面上的責任，在任何情況之下，將以訂購者向富榮證券在本附表的條款下所支付的**六(6)**個月訂購費用為限。

5.4.2.3 Subscriber shall indemnify FORWIN and the Sources, their respective servants and agents, and hold FORWIN and the Sources, their respective servants and agents, harmless against all claims, liabilities, losses, damages and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against FORWIN and the Sources, their respective servants and agents, as a result of the use by Subscriber of the Content or part thereof.
因訂購者使用該等內容或其部分，訂購者應就所有申索、責任、損失、損害及費用，包括但不限於因對富榮證券及資訊來源及其各自僱員或代理人作出的任何申索、訴訟　產生或招致的法律費用及支出，彌償富榮證券及資訊來源及其各自僱員或代理人，及免富榮證券及資訊來源及其各自僱員或代理人責任。

**5.5 Term and Termination 有效期及終止**

**5.5.1 Term 有效期**

This schedule shall be deemed to take effect upon first approval by FORWIN for the Subscriber to access or receive the Service and shall continue until the termination of the agreement in this schedule. Unless otherwise terminated pursuant to Clause 5.5.2 of this clause, this schedule shall be automatically renewed at the expiry of each Subscription Period and shall continue from one Subscription Period to the next.
本附表將被視為自訂購者首次被富榮證券許可取用或接收本服務的當日起生效，並繼續直至本條款內的協議被終止為止。除非依據本附表第 5.5.2 條予以終止，否則本附表將會在每個訂購期完結時自動續期，並將會從一個訂購期至另一個訂購期持續有效。

**5.5.2 Termination and Effect 終止及效力**

5.5.2.1 Either party may terminate this schedule at any time on the giving of not less than **one (1)** month's notice prior to the Renewal Date to the other party expiring at the end of a Subscription Period. The Subscriber may not terminate this schedule in the middle of a Subscription Period.
任何一方可向另外一方，在訂購期終結的續期日之前給予不少於**一(1)**個月的通知終止本附表。訂購者不得在訂購期的中段將本附表終止。

5.5.2.2 FORWIN may terminate this schedule forthwith at any time without notice to the Subscriber if the Subscriber breaches any term of this schedule or if the Subscriber's use of or actions in connection with the Service are inappropriate in the reasonable opinion of FORWIN.
如訂購者違反本附表的任何條款，或富榮證券合理地認為訂購者就有關本服務的使用或行動是並不合適的話，富榮證券可在任何時間即時終止本附表而毋須向訂購者給予通知。

5.5.2.3 Upon the effective date of termination of this schedule (i) all licences and other rights and privileges granted to the Subscriber under the terms of this schedule shall forthwith cease; and (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this schedule.
在終止本附表生效時：(i) 根據本附表之條例而向訂購者授予的許可和其他權利或特權將會即時無效；及 (ii) 訂購者將不獲退回在終止本附表之前以預繳方式已支付的任何該等費用。

5.5.2.4 Any termination of this schedule shall not affect or prejudice the rights and obligations of both parties accrued prior to such termination.
本附表的任何終止將不會影響或妨礙雙方於該終止前的權利及責任。

**5.6 General 一般條款**

**5.6.1 Notice 通知**

All notices to be provided pursuant to this schedule shall be in writing sent by personal delivery, facsimile transmission, electronic mail or by post, to the appropriate party at such party's last known address or address last notified to the other party in writing or as otherwise agreed in writing between the parties. Such notice shall be deemed effective, in the case of personal delivery on the date of actual delivery; in the case of facsimile transmission or electronic mail, on the date of transmission; and in the case of postal mail, on the date set forth on the postal mark.
根據本附表所作出的所有通知，必須以書面及以私人送遞、圖文傳真、電郵或郵寄方式發出，致有關的一方最後為人所知或通知另一方的地址，並以書面或以雙方另行協議的形式。該等通知如屬私人送遞，被視作送遞即日有效；如屬圖文傳真或電郵，被視作在傳送之日生效；及如屬郵寄，則被視作在郵戳所示之日期生效。

**5.6.2 Invalidity 無效**

If any term or provision in this schedule shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or its part shall to that extent be deemed not to form part of this schedule and the enforceability of the remainder of this schedule shall not be affected.
如本附表的任何條款或條文根據任何成文法規或法律，在任何程度上被判定為全部或部份屬非法或不可強制執行，則該等條款或條文或其部分在此等何程度上被視作不構成本附表的其中一部份，及本附表餘下部份可強制執行性將不受影響。

**5.6.3 Entire Agreement 整體協議**

The provisions of this Clause 5 shall replace all previous agreements between the parties in relation to the subject matter of this schedule. This schedule forms the entire understanding between FORWIN and the Subscriber concerning the subject matter of this schedule and all other statements, representations and warranties in relation to the Service whether expressed or implied by statute, law or otherwise howsoever are excluded.
本第五條的條款將取代雙方以往就本附表的標的事宜所達成的一切協定。本附表構成富榮證券及訂購者之間關於本附表的標的事宜的所有理解，及所有其他有關本服務的聲明、陳述及保證（不論是否由成文法規、法律或其他方式所明示或暗示的），都一概予以排除。

**5.6.4 Personal Data 個人資料**

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

訂購者授權富榮證券可向與富榮證券有關的公司及資訊來源及任何監管機構，發放及提供訂購者的個人資料及其他信息。
The Subscriber understands that the Subscriber's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Subscriber shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.
訂購者明白訂購者的個人資料可被提供予信貸資料服務機構及於違約事件時給予收數公司。訂購者有權要求知悉那些資料項目是一般性被披露，及獲提供進一步資料藉此可向有關信貸資料服務機構或收債款公司（按情況而定）提出查閱及更正的要求。

**5.6.5 Governing Law and General Provisions 適用法律及一般條文**

The validity, construction and performance of the provisions of this schedule shall be governed by the laws of the Hong Kong Special Administrative Region and both FORWIN and the Subscriber submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
本附表的條款之有效性、建構及履行須受香港特別行政區的法律所管轄，而富榮證券與訂購者雙方均接受香港特別行政區法院的非專屬司法管轄權所約束。
The provisions of this schedule may, at FORWIN's sole discretion, be changed from time to time upon giving the Subscriber prior notice by such means as FORWIN may decide.
本附表的條款可按富榮證券的絕對自決，在向訂購者給予任何形式（富榮證券可決定）的事先通知的情況下，不時修改。

# 6. RISK DISCLOSURE STATEMENT – SECURITIES TRADING ACCOUNT
# 風險披露聲明（證券交易帳戶）

**The following risk disclosure statement is provided pursuant to the Code of Conduct for Persons Licensed by or Registered with the Securities or Futures Commission and The Stock Exchange of Hong Kong Limited.**
**以下的風險披露聲明是根據《證券及期貨事務監察委員會持牌人或註冊人操守準則》及香港聯合交易所有限公司予以提供。**

Terms defined in this schedule have the same meaning as in this Client Agreement and other schedules annexed thereto.
本附表中所提及的術語與客戶協議及其夾附之其他附表中的術語具有相同的含義。

## 6.1 Risks 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。

## 6.2 Risks 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. You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by HKEx. GEM companies are usually not required to issue paid announcements in gazetted newspapers. You should seek independent professional advice if you are uncertain of or do not understand any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
創業板（「**創業板**」）之股份涉及高投資風險。尤其是該等公司可在毋須具備盈利往績及無預測未來盈利責任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。你只應在審慎及仔細考慮後，才作出投資決定。創業板的較高風險性質及其他特點，意味着這是一個市場較適合專業及其他成熟的投資者。創業板股份的最新資料只可以在港交所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。假如你對本風險披露聲明的任何詳情或創業板的性質及在創業板買賣的股份所涉的風險有不確定及不明白之處，應尋求獨立的專業意見。

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

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.
牛熊證並不適合所有投資者，及投資者在買賣前應先考慮其風險承受度。在任何情況下，任何人不應買賣牛熊證，除非他/她明白產品的性質，並已準備損失所有的投資金額，因為當牛熊證的相關資產價格觸及收回價，牛熊證會被發行商收回，而牛熊證的買賣會提早到期。當 N 類牛熊證提早到期，並部位損益將會是零。當 R 類牛熊證提早到期，持有人可收回少量剩餘價值，但在不利的情況下可能沒有剩餘價值。經紀為了從有關發行商收取剩餘價值款項時，可收取其客戶服務費。
In general, the larger the buffer between the call price and the spot price of the underlying asset, the lower the probability of the CBBC being called since the underlying asset of that CBBC would have to experience a larger movement in the price before the CBBC will be called. However, at the same time, the larger the buffer, the lower the leverage effect will be. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back. Besides, the mandatory call event ("**MCE**") of a CBBC with overseas assets as underlying may be triggered outside the SEHK's trading hours.
一般來說，收回價與相關資產現價的相差越大，牛熊證被收回的機會率越低，因為與該牛熊證相關的資產的價格要有較大的變動才會被收回。但同一時間，相差越大，槓桿作用便越小。當牛熊證被收回後，即使相關資產的價格反彈回正確方向，該被收回的牛熊證不會再次重新在市場上買賣，及投資者不能因價格反彈而獲利。此外，與海外資產有關的牛熊證之強制收回事件可能會於聯交所交易時段以外的時間發生。

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，牛熊證價格之百分比的變幅是較相關資產為高。若投資者預期相關資產價格的走向與最終的走向相反時，他們可能要承受比例上更高的損失。

Limited life 限定的有效期
A CBBC has a limited life, as denoted by the fixed expiry date, with a lifespan of **three (3)** months to **five (5)** years. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after

expiry and in certain cases, even before the normal expiry if the CBBC has been called early.
牛熊證有一期限，以固定到期日表示。以**三(3)**個月至**五(5)**年的有效期不等。若在固定到期日前被收回，牛熊證的有效期可變得更短。牛熊證的價值不時會隨着相關資產價格的變動而波動，及於到期後和王某些情況下，甚至在正常到期之前可能會變得沒有價值。

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, but, in some situations, it may not (i.e. delta may not always be close to one). Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. Moreover, the delta for a particular CBBC may not always be close to one, in particular when the price of the underlying asset is close to the call price
雖然牛熊證的價格趨向緊貼其相關資產的價格，但在某些情況下未必如此（即對沖值可能不一定接近一）。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。

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。

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.
牛熊證的發行價包括財務費用，發行商會在推出牛熊證時在上市文件內訂明計算財務費用的程式。牛熊證的財務費用包括發行商的借貸成本、預期正股普通股息的調整(若相關資產為派息股份)及發行商的溢利，投資者宜將由不同發行商發行但相關資產和特色都相似的牛熊證的財務費用作比較。隨著牛熊證走向到期，融資成本將隨著牛熊證在二級市場上的逐漸減少。

In general, the longer the duration of the CBBC, the higher the total funding costs will be since it is similar to investors borrowing for a longer tenure to trade in the underlying asset.
一般來說，牛熊證的年期越長，總財務費用便越高，因它類似於投資者藉較長期借貸來交易相關資產。

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.
當牛熊證被收回時，牛熊證持有人（投資者）將失去整段時期的融資成本，因為融資成本在發行時即加入在牛熊證的價格內，即使強制收回事件，牛熊證的實際資金周期結果變得更短。

In any case, investors should note that the funding costs of a CBBC after launch may vary during its life and the Liquidity Provider is not obliged to provide a quote for the CBBC based on the theoretical calculation of the funding costs for that CBBC at launch.
在任何情況下，投資者應注意牛熊證在發行後的融資成本在其期限內可能會變動，而流動性提供者則毋須根據牛熊證在發行時融資成本的理論計算來為牛熊證提供報價。

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 **one (1)** hour after the trigger of MCE, and SEHK will also send the list of Post MCE Trades to the relevant exchange participants (brokers) who in turn will inform their clients accordingly. For avoidance of doubt on whether their trades have been cancelled (i.e. whether they are Post MCE Trades), the investors may check with their brokers.
相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**六十(60)**分鐘內通知市場確實的收回時間，聯交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。

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 SEHK's trading hours. In such case, the CBBC will be terminated from trading on the SEHK in the next trading session or soon after the issuer has notified the SEHK about the occurrence of the MCE. There will be no automatic suspension of the CBBC by AMS/3. For Category R CBBC, valuation of the residual value will be determined on the valuation day according to the terms in the listing documents.
以海外資產發行的牛熊證，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聯交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聯交所強制收回事件發生後盡快停止在聯交所買賣。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。

### 6.4 Risks involved in Trading Derivative Warrants 投資衍生權證的風險

Derivative warrant trading involves high risks and is not suitable for every investor. Investors should understand and consider the following risks before trading in derivate warrants.
買賣衍生權證(「窩輪」)涉及高風險，並非人皆適合。投資者買賣窩輪前必須清楚明白及考慮以下的風險：

Issuer Risk 發行商風險
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.
窩輪的持有人等同窩輪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，窩輪的投資者須承擔發行商的信貸風險。

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.

儘管窩輪價格遠低於相關資產價格，但窩輪價格升跌的幅度亦遠較正股為大。在最差的情況下，窩輪價格可下跌至零，投資者會損失最初投入的全部資金。

Limited Life 具有效期
Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration.
與股票不同，窩輪有到期日，並非長期有效。窩輪到期時如非價內權證，則完全沒有價值。

Time Decay 時間遞耗
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，窩輪價格會隨時間而遞減，投資者絕對不宜視窩輪為長線投資工具。

Volatility 波幅
Other factors being equal an increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price.
若其他因素不變，相關資產的波幅增加會令窩輪價值上升；相反，波幅減少會令窩輪價值下降。

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.
除了決定窩輪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）也會影響窩輪的價格。就市場供求而言，當窩輪在市場上快將售罄又或發行商增發窩輪時，供求的影響尤其大。

**6.5 Risks involved in Trading Exchange Traded Funds ("ETFs") 投資交易所買賣基金涉及的風險**

Market risk 市場風險
ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.
交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別(如股票、債券或商品) 的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。投資者必須要有因為相關指數/資產的波動而蒙受損失的準備。

Tracking errors 追蹤誤差
Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/representative sampling and synthetic replication which are discussed in more detail below.)
這是指交易所買賣基金的表現與相關指數/資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數/資產改變組合、交易所買賣基金經理的複製策略等等因素。（常見的複製策略包括完全複製/選具代表性樣本以及綜合複製，詳見下文。）

Trading at discount or premium 以折讓或溢價交易
An ETF may be traded at a discount or premium to its Net Asset Value ("**NAV**"). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.
交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場/行業的交易所買賣基金亦可能會有此情況。

Foreign exchange risk 外匯風險
Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.
若投資者所買賣結構性產品的相關資產並非以港幣為單位，其仍要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

Liquidity risk 流通量風險
Securities Market Makers ("**SMMs**") are exchange participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell the product.
證券莊家是負責提供流通量、方便買賣交易所買賣基金的交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，投資者或就不能進行買賣。

Counterparty risk involved in ETFs with different replication strategies 交易所買賣基金的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

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.
採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分(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是太大問題。

B. Synthetic replication strategies 合成複製策略
ETFs utilizing a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:
採用合成複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤 基準的表現。現時，採取綜合複製策略的交易所買賣基金可再分為兩種：

i. Swap-based ETFs 以掉期合約構成

Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
總回報掉期讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。
Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.
以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

ii. Derivative embedded ETFs 以衍生工具構成
ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。
Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honor their contractual commitments.
以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.
交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。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。
It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.
投資者是否了解並能審慎評估不同的交易所買賣基金結構及特色會有何影響極為重要。

**6.6 Risks Relating to Leveraged & Inverse ("L&I Products") 有關槓桿及反向產品（「槓桿及反向產品」）的風險**

L&I Products are different from conventional ETFs. They do not share the same characteristics and risks as conventional ETFs.
槓桿及反向產品有別於傳統 ETF。具有與傳統 ETF 不同的特點及風險。

Investment Risks 投資風險
L&I Products are derivatives. Trading L&I Products involves investment risk and are not intended for all investors. There is no guarantee of repaying the principal amount.
槓桿及反向產品是衍生品。交易槓桿及衍生品涉及投資風險，僅適用於富有經驗及每天不斷監控其持股表現的交易型投資者，並非面向所有投資者。不保證償還本金。

Volatility Risks 波幅風險
Prices of L&I Products may be more volatile than conventional ETFs because of using leverage and the rebalancing activities.
槓桿及反向產品價格可能較傳統 ETF 更加波動，因為使用槓桿及進行調倉活動。

Long-term Holding Risks 長期持倉風險
L&I Products are not intended for holding longer than the rebalancing interval, typically one day. Daily rebalancing and the compounding effect will make the L&I Product's performance over a period longer than one day deviate in amount and possibly direction from the leveraged/inverse performance of the underlying index over the same period. The deviation becomes more pronounced in a volatile market.
槓桿及反向產品並非為持倉超過調倉間隔而設，通常持倉不超過一天。如果持倉超過一天，每日調倉及複息效應會使槓桿及反向產品表現在數額以及可能在方向方面偏離相同時期標的指數的槓桿／反向產品表現。在波動的市場中，這種偏離變得更為明顯。
As a result of daily rebalancing, the underlying index's volatility and the effects of compounding of each day's return over time, it is possible that the leveraged product will lose money over time while the underlying index increases or is flat. Likewise, it is possible that the inverse product will lose money over time while the underlying index decreases or is flat.
由於存在每日調倉、標的指數波幅及每日回報隨時間推移的複息效應影響，可能出現槓桿產品隨時間推移而虧損，而標的指數上漲或持平的情況。同樣，亦可能出現反向產品隨時間推移而虧損，而標的指數下跌或持平的情況。

Risks of Rebalancing Activities 調倉活動的風險
There is no assurance that L&I Products can rebalance their portfolios on a daily basis to achieve their investment objectives. Market disruption, regulatory restrictions or extreme market volatility may adversely affect the rebalancing activities.
無法保證槓桿及反向產品可以每日調整其投資組合以實現其投資目標。市場中斷、監管限制或極端市場波幅可能對調倉活動產生不利影響。

Liquidity Risks 流動性風險
Rebalancing typically takes place near the end of a trading day (shortly before the close of the underlying market) to minimize tracking difference. The short interval of rebalancing may expose L&I Products more to market volatility and higher liquidity risk.
調倉通常在接近交易日結束時（於相關市場收盤前短時間內）進行，以將追蹤偏離降至最低。調倉的短時間間隔可能會使槓桿及反向產品承受更大的市場波幅及更高的流動性風險。

Intraday Investment Risks 日內投資風險
Leverage factor of L&I Products may change during a trading day when the market moves but it will not be rebalanced until day end. The L&I Product's return during a trading day may be greater or less than the leveraged/opposite return of the underlying index.
槓桿及反向產品的槓桿係數或會在市場波動的一個交易日內發生變化，但會等到交易日結束時才進行調倉。槓桿及反向產品在交易日內的回報可能高於或低於標的指數的槓桿／反向回報。

Portfolio Turnover Risks 投資組合周轉風險
Daily rebalancing causes a higher level of portfolio transaction when compared to conventional ETFs, and thus increases brokerage and other transaction costs.
與傳統 ETF 相比，每日調倉會導致投資組合交易水平增加，從而增加經紀及其他交易費用。

Correlation Risks 相關性風險
Fees, expenses, transactions cost as well as costs of using financial derivatives may reduce the correlation between the performance of the L&I Product and the leveraged/inverse performance of the underlying index on a daily basis.
費用、開支、交易成本以及使用金融衍生工具的成本可能會降低每日槓桿及反向產品表現與標的指數的槓桿／反向表現之間的相關性。

Termination Risks 終止風險
L&I Products must be terminated when all the market makers resign. Termination of the L&I Product should take place at about the same time when the resignation of the last market maker becomes effective.
當所有做市商退出時，槓桿及反向產品必須終止。槓桿及反向產品應當在最後一個做市商退出生效的同時終止。

Leverage Risks (for leveraged products only) 槓桿風險（僅適用於槓桿產品）

The use of leverage will magnify both gains and losses of leveraged products resulting from changes in the underlying index or, where the underlying index is denominated in a currency other than the leveraged product's base currency, from fluctuations in exchange rates.

使用槓桿將會放大槓桿產品的收益及損失，該等收益和損失是由於標的指數變化，或當標的指數以槓桿產品基準貨幣以外的貨幣計價的情況下，由於匯率波動而產生。

Unconventional Return Pattern (for inverse products only) 非傳統回報模式（僅適用於反向產品）

Inverse products aim to deliver the opposite of the daily return of the underlying index. If the value of the underlying index increases for extended periods, or where the exchange rate of the underlying index denominated in a currency other than the inverse product's base currency rises for an extended period, inverse products can lose most or all of their value.

反向產品旨在實現與標的指數每日回報相反的表現。如果標的指數的價值在較長時期內上升，或者當以反向產品基準貨幣以外的貨幣計價的標的指數匯率在較長時期內上升，則反向產品可能會損失其大部分或全部價值。

Inverse Products vs Short Selling (for inverse products only) 反向產品與賣空（僅適用於反向產品）

Investing in inverse products is different from taking a short position. Because of rebalancing, the performance of inverse products may deviate from a short position in particular in a volatile market with frequent directional swings.

投資反向產品不同於建立空頭持倉。由於進行調倉，反向產品的表現可能偏離空頭持倉，尤其是在頻繁發生定向震盪的波動市場中。

**6.7 Specific Risks relating to Securities Trading through Shanghai-Hong Kong Stock Connect and Shenzhen – Hong Kong Stock Connect**
**透過滬港通及深港通買賣證券的特定風險**

**6.7.1 Not protected by Investor Compensation Fund 不受投資者賠償基金保障**

The Client should note that any Northbound or Southbound trading under Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect will not be covered by Hong Kong's Investor Compensation Fund. As far as Hong Kong investors participating in Northbound trading are concerned, since they are carrying out Northbound trading through securities brokers in Hong Kong and these brokers are not Mainland brokers, they are not protected by China Securities Investor Protection Fund on the Mainland.

客戶須注意，香港的投資者賠償基金並不涵蓋滬港通及深港通下的任何北向交易和南向交易。對於參與北向交易的香港投資者而言，由於他們是通過香港本地券商進行北向交易，該券商並非內地證券公司，因此中國內地投資者保護基金亦不涵蓋滬股通/深股通的北向交易。

**6.7.2 Quotas used up 額度用盡**

Once the daily quota for Northbound and Southbound trading is used up, acceptance of the corresponding buy orders will also be immediately suspended and no further buy orders will be accepted for the remainder of the day. Buy orders which have been accepted will not be affected by the using up of the daily quota, while sell orders will be continued to be accepted.

當北向交易和南向交易日額度用完時，亦會即時暫停相應買盤交易訂單 (已獲接受的買盤訂單不會因每日額度用盡而受到影響，此外仍可繼續接受賣盤訂單)，當日不會再次接受買盤訂單。

**6.7.3 Difference in trading day and trading hours 交易日及交易時間差異**

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

客戶應注意因香港和內地的公眾假期日子不同或惡劣天氣等其他原因，兩地交易日及交易時間或有所不同。由於滬港通及深港通只有在兩地市場均為交易日、而且兩地市場的銀行在相應的款項交收日均開放時才會開放，所以有可能出現內地市場為正常交易日、而香港投資者卻不能買賣 A 股的情況。客戶應該注意滬港通及深港通的開放日期及時間，並因應自身的風險承受能力決定是否在滬港通/深港通不交易的期間承擔 A 股價格波動的風險。

**6.7.4 Restrictions on selling imposed by front-end monitoring 前端監控對沽出的限制**

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

對於那些一般將 A 股存放於富榮證券才證券以外證券公司的客戶而言，如欲沽出所持有的某些 A 股股票，必須在不遲於沽出當天（T 日）前成功把該等 A 股股票轉移至其富榮證券帳戶內。如果客戶錯過了此期限，將不能於 T 日沽出該等 A 股。

**6.7.5 The recalling of eligible stocks and trading restrictions 合資格股票的調出及買賣限制**

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

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

當一隻原本在滬港通/深港通合資格股票名單內的股票由於各種原因被調出名單時，該股票只能被賣出而不能被買入。這對客戶的投資組合或策略可能會有影響。因此，客戶需要密切關注上海交易所（「**上交所**」）、深圳证券交易所（「**深交所**」）和港交所提供及不時更新的合資格股票名單。滬股通及深港通股票將在以下幾種情況下被暫停買入（但允許賣出）：（一）該等 A 股不再屬於有關指數成份股；（二）該等 A 股被實施「風險警示」；及/或（三）該等 A 股相應的 H 股不再在港交所掛牌買賣。客戶亦需要留意 A 股交易有可能受漲跌停板幅度限制。

**6.7.6 Transaction costs 交易費用**

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

經滬港通及深港通進行北向交易的投資者除須繳交買賣 A 股的交易費用及印花稅外，亦需留意可能須繳交相關機構徵收之組合費、紅利稅及針對股票轉讓而產生收益的稅項。

**6.7.7 Mainland China's laws and regulations, foreign shareholding restrictions and disclosure obligations**
**內地法規、外資持股比例限制及披露責任**

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

滬港通及深港通相關的 A 股上市公司及交易須遵守 A 股市場的法規及披露責任，任何相關法例或法規的改動均有可能影響股價。客戶亦應留

意適用於 A 股的外資持股比例限制及披露責任。因應客戶所擁有 A 股的利益及持股量，客戶的交易及收益保留可能受限制，客戶需自行負責所有相關申報、通知及利益披露之合規要求。

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

根據現行內地法律，當任何一名投資者持有上交所上市公司的股權達**百分之五(5%)**時，須於**三(3)**個工作日內披露其權益，該投資者亦不得於該**三(3)**日內買賣該公司股份。該投資者亦須就其持股量的變化按內地法律進行披露並遵守相關的買賣限制。

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

香港及海外投資者作為滬股通或深港通股票的實益擁有人，根據現行內地慣例並不能委任代表代其親身出席股東大會。

**6.7.8 Currency risk 貨幣風險**

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

滬股通及深股通投資以人民幣進行交易和交收。若客戶以人民幣以外的本地貨幣投資 A 股，便需承受因需要將該本地貨幣轉換為人民幣之貨幣風險。在匯兌過程中，客戶亦將會承擔轉換貨幣的成本。即使該人民幣資產的價格不變，於轉換貨幣的過程中，如果人民幣貶值，客戶亦會蒙受匯兌損失。

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

若客戶投資 A 股而不將其持有之本地貨幣轉換為人民幣，並引致其帳戶出現人民幣欠款，本公司將會收取該欠款之借貸利息 (有關借貸息率的資料，請參閱本公司網頁上的通告 )。

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

以上概述只涵蓋滬港通及深港通涉及的部分風險，相關法律、法規及規則有可能會不時更改有關滬港通及深港通的最新資訊及詳情，客戶應自行瀏覽港交所之網站。

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

上述條款如與港交所、深交所及上交所的條款有抵觸，一切以港交所、深交所及上交所的條款為準。

**6.8 Risks of Received or Held Client Assets Outside Hong Kong 在香港以外收取或持有客戶資產的風險**

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 therein. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關的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》(香港法例第 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。

**6.9 Risks 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交易風險**

The securities under the Nasdaq-Amex Pilot Program ("**PP**") are aimed at sophisticated investors. You should consult a licensed or registered person and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of SEHK.

按照納斯達克－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。你在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

**6.10 Risks of Trading of Foreign Securities 買賣外國證券的風險**

You should only undertake trading of foreign securities if you understand the nature of foreign securities trading and the extent of your exposure to risks. In particular, foreign securities trading is not regulated by the SEHK and will not be covered by the Investor Compensation Fund. You should carefully consider whether such trading is appropriate for you in light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt.

你必須先瞭解外國證券買賣的性質以及將面臨的風險，然後方可進行外國證券的買賣。特別是，外國證券的買賣並不受聯交所管轄，並且不會受到投資者賠償基金所保障。你應根據本身的投資經驗、風險承受能力以及其他相關條件，小心衡量自己是否適合參與該等買賣及徵求獨立專業意見(如有疑問) 。

**6.11 Risks of Trading Equity-linked Instruments 買賣高息票據的風險**

The return component of equity-linked instruments is based on the performance of a single equity security, a basket of equities securities, or an equity index. You may suffer capital loss should the price of the underlying shares go against your view. In extreme cases, you may lose your entire capital. The maximum return on investment is usually limited to a predetermined amount of cash as specified in the equity-linked instruments. So even if your view of the direction of the underlying stock price is correct, you will not gain more than the specified amount. The return payable for the equity-linked instruments is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after the specified time. Unlike traditional time deposits, there is no guarantee that you will get a return on your investment or any yield. There is also a possibility that a note issuers default on their obligation in returning you the purchase principal or in selling you the underlying stocks. When you buy equity-linked instruments for higher returns, you must be prepared to take higher risks. You should, therefore, consult with your own legal, tax, financial and other relevant professional advisers prior to entering into any particular transaction. It is important for you to determine whether any transaction is suitable for you or (where applicable) your operations, business or organization in light of your own experience, circumstances, objectives and resources, and you should be aware that this is your sole responsibility.

高息票據的回報，取決於某隻股票，一籃子股票或某隻股票指數的表現。如正股股價的走勢和你的看法相反，你可能會虧本。在最壞的情況下，你可能蝕掉全部本金。投資高息票據的最大回報，通常只限於高息票據中預訂的現金數額，因此即使你對正股的走勢看法正確，所得的回報不會超過訂明的數額。高息票據的回報，取決於正股在估價日某個特定時間的表現，並不受正股在該特定時間之前或之後的股價波動所影響。與傳統定期存款不同，投資在高息票據並不保證你會有回報或收益。此外，票據發行商可能不履行責任把購買本金退還你或向你出售正股。你購買高息票據以追求較高回報，必須有準備要承擔較高風險。因此，你在執行任何交易前，必須先諮詢本身的法律、稅務、財政及其他有關專業顧問意見。你必須考慮本身經驗、環境、目標及資源，決定交易是否適合你或(倘適用) 你的營運，業務或機構，你須知道責任概由你承擔。

**6.12 Risks Relating to Structured Products 有關結構性產品的風險**

For a list of risk factors in relation to any structured products, please refer to the listing or offering documents in respect of such structured products. You should make your own independent appraisal of the risks and should consult, to the extent your consider necessary, your own legal, financial, tax, accounting and other professional advisors in this respect prior to any subscription or acquisition. The price of structured products may fall in value as rapidly as it may rise and investors in certain structured products may sustain a total loss of their investment. There can be no assurance that a trading market will develop in a structured product even if it is listed on the SEHK. There may at times be no counterparty or in the case of structured products listed on the SEHK, the issuer of such structured products or its affiliate may be the only person quoting prices on the SEHK. Investing in any of the structured products is not equivalent to investing directly in the underlying stock, index or other asset. The market value of the structured products may by influenced by many unpredictable factors, including but not limited to market conditions affecting the underlying asset, the actual or perceived creditworthiness of the issuer and/or guarantor of such structured products, interest rates and general economic, financial, political, regulatory or judicial events. Where past performance is referred to, it is not indicative of future performance. FORWIN and its associates may engage in transactions involving, as well as provide investment banking and other services to, any company or to any trustee or manager of a trust underlying the structured products or their securities and those transactions may have a positive or negative impact on the value of such structured products. FORWIN and its associates may have officers who serve as directors of any of the companies underlying the structured products and may issue other competing financial products which may affect the value of the structured products. You should also note that potential conflicts of interest may arise from the different roles played by members of FORWIN and its associates in connection with the structured products and the economic interests in each role may be adverse to your interests in such structured products. FORWIN and its associates owe no duty to you to avoid such conflicts.
有關個別結構性產品風險的論述，請參閱有關該結構性產品的上市或發售文件。你於作出任何認購或購買前，須對風險自行作出獨立評估，並在你需要時，諮詢你的法律、財務、稅務、會計及其他專業顧問。結構性產品的價格可急速下跌或上升，若干結構性產品的投資者可能蒙受其投資的全盤損失。即使某結構性產品在聯交所上市，概無保證會形成該結構性產品的買賣市場。有些時候，你可能無法為進行結構性產品交易覓得對手，或當有關結構性產品在聯交所上市時，只有結構性產品的發行人或其相關公司在聯交所報價。投資於結構性產品等如直接投資於相關股票、指數或其他資產。結構性產品的市值可受到多種無法預測的因素影響，包括但不僅限於影響相關資產的市況、該結構性產品之發行人及/或擔保人的實際信譽或對其信譽的看法、利率及一般經濟、金融、政治、監管或司法事件。供參考的過往表現概非對日後表現的指示。富榮證券及其關聯公司有可能參與涉及任何公司、任何信託受託人或經理人相關證券之交易，並且向他們提供投資銀行及其他服務，而這些交易可能對此類結構性產品的價值產生正面或負面的影響。富榮證券及其關聯公司可能有主管人員在結構性產品有關之任何公司中擔任董事，並且可能發行其他競爭的金融產品，從而影響結構性產品的價值。你亦須注意，富榮證券及其關聯公司可能由於在結構性產品中擔任不同角色而產生潛在的利益衝突，而且各角色之經濟利益可能與你在此類結構性產品中之利益有負面影響。富榮證券及其關聯公司概不承擔為你避免此類衝突之責任。

**6.13 Risks of Fund and Unit Trusts 基金及單位信託基金的風險**

Risks are involved in investing in funds and unit trusts. The prices of funds and unit trusts fluctuate, sometimes dramatically. The price of funds and unit trusts 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 funds and unit trusts. Past performance figures are not indicative of future performance. You should carefully read the offering documents for details before making any investment decision. Investment in funds or unit trusts is different to placing moneys on deposit with a bank. The funds or unit trusts are not deposits or other obligations of, or guaranteed by, our Affiliates or us. The fund company or unit trusts manager is under no obligation to redeem shares in any fund or unit trust at the price at which they were issued. Although we may not charge a fee for providing services relating to funds or unit trusts, we will normally be paid a commission or rebate by the fund or unit trust manager for arranging transactions involving funds or unit trusts. Since some markets in which some of the funds or unit trusts invest may be subject to a higher than usual risk of political or economic instability. the assets of and income from such funds or unit trusts may be affected unfavorably by fluctuations in currency rates, exchange control and fiscal regulations and as a result, the shares of these funds and unit trusts may be subject to substantial price volatility. Some markets may not be subject to accounting, auditing and financial reporting standards and practices comparable to those applicable in more advanced countries, and there may be less government supervision, legal regulation and less well defined tax laws and procedures than in countries with more advanced securities markets. Certain funds or unit trusts may incest in higher yielding securities rated lower than investment grade. Below investment grade securities such as, for example, high yield debt securities, may be considered speculative and can include securities that are unrated or in default. As a result, investment in these funds or unit trusts are accompanied by a higher degree of credit risk than is present in investment in higher rated, lower yielding securities.
投資基金及單位信託基金涉及風險。基金及單位信託基金價格可能非常反覆。基金及單位信託基金價格可升可跌，甚至變成毫無價值。一般情況下，買賣基金及單位信託基金未必可賺取利潤，反而會蒙受損失。往績數字並非未來表現的指標。你於作出任何投資決定前，應仔細閱讀發售文件。基金或單位信託基金投資有別於在銀行置存款項。基金或單位信託基金並不屬於存款或本公司聯屬人或本公司的其他責任或保證。基金公司或單位信託基金經理不負責按任何基金或單位信託基金的發售價贖回在基金或單位信託基金的股份。儘管本公司不一定就提供基金或單位信託基金的相關服務而收費，惟本公司一般會獲基金或單位信託基金經理支付安排涉及基金或單位信託基金的佣金或回佣。由於部分市場的某些基金或單位信託基金可能會受到較一般政治或經濟不穩定風險為高的限制，因此該等基金或單位信託基金的資產及收益可能會蒙受匯率、外匯管制及財政規例反覆的不利影響，並可能由此令此等基金或單位信託基金的股份受著價格大幅波動的規限。部分市場可能不受會計、核數及財務報告準則及實務的規限，惟該等規限則適用於較先進的國家。此外，較諸於有較先進證券市場的國家，該等市場的政府監管、法律規例及已確立的稅法及程式可能會較少。若干基金或單位信託基金可能會投資於低於投資評級但具有較高收益率的證券。在投資級別以下的證券，例如高收益率債務證券可能被視為屬投機性，其中可包括非評級或失責證券。因此，投資於此等基金或單位信託基金較諸于目前投資於評級較高但收益率較低的證券具有更高度的信貨風險。

You should carefully consider prior to investing in funds or unit trusts:-
在投資基金或單位信託基金前，你應詳細考慮：-

(a) the possible tax consequences;
可能的稅務後果

(b) the legal requirements and;
法律規定，以及

(c) any foreign exchange control requirements which you might encounter under the laws of the countries of your incorporation, citizenship, residence or domicile and which might be relevant to the purchase, sale, subscription, holding, conversion or disposal of the shares in funds or unit trusts.
根據你的註冊成立國家、公民地位、住所或本籍國家的法律，你可能面對的及可能與購買、銷售、認購、持有、轉換或出售基金或單位信託基金內股份有關的任何外匯管制規定。

The market for technology or technology-related funds or unit trusts can be highly volatile and in many cases their prices may reflect market speculation rather than the underlying economic value of such funds or unit trusts.
有關科技或科技相關的基金或單位信託基金的市場可以極之波動，且在大部分情況下，其價格可能反映市場的投機活動，而非該等基金或單位信託基金的當時經濟價值。

Certain capital guaranteed/capital preserved funds or unit trusts generally carry some terms and conditions, and redemption of shares in the funds or unit trusts prior to fulfilling all the terms and conditions specified in the offering documents or prospectus will be subject to market fluctuations or a redemption fee. Capital guaranteed/capital preserved funds or unit trusts are not guaranteed by us or our Affiliates.
若干保本/資本保值基金或單位信託基金一般附帶某些條款及條件，而於達成發售文件或章程列明的所有條款及條件前，贖回基金或單位信託基金股份將受市場波動或贖回費所規限。本公司或本公司的聯屬人對保本/資本保值基金或單位信託基金作出保證。

**6.14 Risks of Investment in Collective Investment Schemes 投資集體投資計畫的風險**

Investment in collective investment schemes involves risk and the Client should read the relevant constitutive documents, information memoranda, prospectuses and other offering documentation for further details.
投資於集體投資計畫涉及風險，客戶應細讀有關之章程文件、資料備忘，招股書及其他要約文件以瞭解詳情。

**6.15 Risks of Trading Bonds 買賣債券的風險**

The price of bonds can and does fluctuate and any individual bond may experience upward or downward movements and may even become valueless. There is inherent risk that losses may be incurred rather than profits made as a result of trading bonds. Independent assessment of the risks and appropriateness of the transaction in light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction, should be considered before entering into any transaction.
債券之價格可能會及確會波動，而個別債券之價格亦可升可跌。甚至變成毫無價值。債券買賣具有其潛在風險，故未必一定能夠賺取利潤，反而可能會招致損失。在決定買賣前，您應先瞭解交易的風險及性質，並考慮個人能承受的風險、期望回報、整體要求及其他情況。

**6.16 Risks in relation to Authorized Third Party 與授權第三方有關的風險**

There are substantial risks in allowing an authorized third party to trade or operate the Account, and it is possible that instruction could be given by persons not properly authorized. You accept all of the risks of such an operation and irrevocably release FORWIN from all liabilities arising out of or in connection with such instructions, whether taken by FORWIN or otherwise.
允許授權第三方買賣和操作本帳戶存在重大風險，有可能指示會由未經正確授權的第三方發出。你茲接受所有此類操作的風險，並不可撤銷地免除富榮證券由此類指示 (不論富榮證券有否執行) 導致或與之有關的所有責任。

**6.17 Risk of Margin Trading 保證金融資/孖展買賣的風險**
The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.
為藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如「止蝕」或「限價」指示無法執行。你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。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被變現。此外，你將要為你的帳戶內因此而出現的任何結欠數額及需繳付的利息負責。因此，你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你。

**6.18 Risk of Providing an Authority to Repledge your Securities Collateral 提供將你的證券抵押品等再質押的授權風險**

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities. If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to no more than **twelve (12)** months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least **fourteen (14)** days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority. You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.
向持牌人或註冊人提供授權書，容許其按照某份證券借貸合約使用你的證券或證券抵押品，將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超逾**十二(12)**個月。若你是專業投資者，則有關限制並不適用。此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少**十四(14)**日向你發出有關授權將被視為已續期的提示，而你對於在現有授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你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。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如你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質押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

**6.19 Additional Trading Risks 其他買賣風險**

**6.19.1 Deposited cash and property 存放的現金及財產**
You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.
如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於你的財產將會如現金般按比例分配予你。

**6.19.2 Commission and other charges 佣金及其他收費**
Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you may be liable. These charges will affect your net profit (if any) or increase your loss.
在開始交易之前，你先要清楚瞭解你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你可獲得的淨利潤(如有)或增加你的虧損。

**6.19.3 Transactions in other jurisdictions 在其他司法管轄區進行交易**
Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulations which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to

your particular transactions in those jurisdictions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.
在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明在那些司法管轄區有關你將進行的該項交易的所有規則。你本身所在地的監管機構，對於你已執行的交易所在地的所屬司法管轄區的監管機構或市場，將不能迫使它們執行有關的規則。有鑑於此，在進行交易之前，你應先查詢你本身地區所屬的司法管轄區及其他有關司法管轄區可提供哪種補救措施的詳情。

**6.19.4 Currency risks 貨幣風險**

The profit or loss in transactions in foreign currency-denominated assets (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the assets to another currency.
以外幣計算的資產買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行)，均會在需要將資產的貨幣單位兌換成另一種貨幣時受到匯率波動的影響。

**6.19.5 Trading Facilities 交易設施**

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or exchange participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.
電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而閣下就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或交易所參與商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，閣下應向為閣下進行交易的商號查詢這方面的詳情。

**6.19.6 Electronic Trading 電子交易**

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. You acknowledge and bear the risk that messages sending over the internet may be delayed due to internet traffic jam or other reasons. The licensed or registered person shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to you due to any failure of communication facilities, or any other delays beyond the reasonable control of the licensed or registered person. Communications over the internet may be subject to transmission blackout, interruption, interception, or incorrect data transmission due to the public nature of the internet or other reasons that are beyond the licensed or registered person's control. Messages sent over the internet cannot be guaranteed to be completely secure. You shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from the licensed or registered person's systems. The licensed or registered person shall not be responsible for any losses or damages incurred or suffered as a result thereof.
透過一個電子交易系統進行買賣可能會與透過其他電子交易系統進行買賣有所不同。如你透過某個電子交易系統進行買賣，你須承受該系統帶來的風險，包括有關硬件或軟件可能會失靈的風險。系統失靈可能會導致持牌人或註冊人的買賣盤不能根據指示執行，或完全不獲執行。你確認並承擔因網路擠塞或其他原因而引致通過互聯網傳送的訊息有所延誤的風險。持牌人或註冊人不會就有關延誤所構成的後果（包括但不限於延誤向交易地點發出指示或命令，或因任何通訊設施故障而延遲向你發出執行報告，或其他不能合理地由持牌人或註冊人控制的延誤）負責。互聯網上的通訊可能暫時中斷、傳遞終止或截取，或因互聯網的公眾背景或其他持牌人或註冊人不能控制的理由引致資料傳送有失誤。透過互聯網發出的訊息無法保證完全安全。你應注意，任何經持牌人或註冊人系統發出或接收的訊息/指示均可能出現被延誤、遺失、轉換、更改、訛用或被病毒感染的風險，你須為有關風險負責。持牌人或註冊人不會就有關的損失及損害負上責任。

**6.19.7 Risk of E-Statement Service 電子結算單的風險**

Access to the internet or other electronic medium may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Any communication through the internet or other electronic medium may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond the licensed or registered person's control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the designed email address at all. Moreover, communications and personal data may be accessed by unauthorized third parties, and there are risks of misunderstanding or error in any communication and that such risks shall be absolutely borne by you.
互聯網及其他電子媒介的接達可能因為高峰期、市場波動、系統升級或維修或因其他原因而受到限制或未能提供。透過互聯網及其他電子媒介進行的任何通信可能會受到幹擾、出現傳輸中斷，及由於未能預測的互聯網通信量或因其他不受持牌人或註冊人控制的原因而導致傳輸延誤。基於技術所限，互聯網本身為不可靠的通信媒介。因此，可能會出現資訊傳輸及接收之延誤，以及結算單未必能傳送到指定的電郵帳號。此外，未經授權第三方可能獲得通訊及個人資料，及你須要完全承擔任何誤解通信或通信錯誤之風險。

**6.19.8 Off-exchange transactions 場外交易**

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.
在某些司法管轄區及只有在特定情況之下，持牌人或註冊人獲准執行場外交易。持牌人或註冊人可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或甚至無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；你在進行該等交易前應先瞭解適用的規則和有關的風險。

**6.20 Limitation of Risk Disclosure 風險披露的限制**

This Risk Disclosure Statement may not disclose all exposed risks. You should gather information before making trade and investment. You should consider your investing premise according to your own financial status and investment objectives. You should seek or consult professional advice and be aware of your exposed risks before making any trade and investment.
本風險披露聲明可能沒有披露所有涉及風險。在進行交易及投資前，你應搜集資料。你應按本身的財政狀況及投資目的作為考慮投資的大前提。你在交易或投資前應尋求或諮詢專業意見，以及應先瞭解你涉及的風險。
This Risk Disclosure Statement is revised or supplemented from time to time. Clients should refer to its latest version for reference.
本風險披露聲明會不時修訂或補充，客戶應參考最新之版本。

## 7. PERSONAL INFORMATION COLLECTION STATEMENT
## 個人資料收集聲明

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

本聲明是根據香港《個人資料（私隱）條例》(「**條例**」) 之要求而提供予本公司的個人客戶。本聲明中所提及的術語與客戶協議及其夾附之其他附表中的術語具有相同的含義。

**7.1 Disclosure Obligation 披露義務**

Unless otherwise stated the Client must supply the personal data requested on the enclosed Account Opening Form to the Company. If the Client does not supply this data, it will not be possible for the Client to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.
除非另有說明，客戶必須在隨附的開戶表格上向富榮證券提供所要求的個人資料。如果客戶不提供此資料，客戶將無法與本公司開立帳戶，因為本公司沒有足夠的資料來開立和管理帳戶。

**7.2 Use of Personal Data 個人資料之使用**

**7.2.1 Users 使用者**
All personal data concerning the Client (whether provided by the Client or any other person, and whether provided before or after the date the Client receives this Agreement containing this information) may be used by any of the following companies or persons (each, a "**User**") in or outside Hong Kong:
有關客戶的所有個人資料（不論是由客戶所提供或其他人士所提供；及不論是在客戶收到包含此等資料的本協議之日之前或之後提供）可被任何下列位於或不位於香港的公司或人士使用（均為「**使用者**」）：

a. FORWIN and/or any of the holding companies/subsidiaries associated with FORWIN (the "**Group**");
富榮證券及與之有關的任何控股/子公司（「**本集團**」）；
b. any director, officer or employee or the agent of the Group;
本集團的任何董事、高級職員、僱員或代理人；
c. any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Client's instructions and/or the business of the Group;
執行客戶指示及/或從事本集團業務而由本集團授權的任何人士（例如律師、顧問、代名人、託管人等）；
d. any actual or proposed assignee of any rights and obligations of the Group in relation to the Client;
持有本集團與客戶相關的任何權利和義務的任何實際或建議受讓人的；
e. any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group; and
任何政府機構、監管機構或其他團體或機構（不論是法例或任何集團成員適用的規例所要求）；及
f. any banks, financial institutions or brokers and insurance agents who are business partners, associates or related parties of the Group for the provision of investment products or services.
任何銀行、金融機構、中介人、保險經紀，均為本集團之業務合作夥伴、關聯公司或關聯方，提供投資產品或服務之等。
g. any agents, contractors, sub-contractors, service providers or associates of the Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
本集團的任何代理、承包商、次承包商、服務供應商或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問);
h. any third-party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Group in connection with the operation of its business (including their employees, directors and officers);
任何就本集團業務運作向本集團提供行政、電訊、電腦、付帳、債務追討或證券結算或其他服務的第三方服務供應商(包括彼等的僱員、董事及職員);
i. any person under a duty of confidentiality to the Group including a member of the Group which has undertaken to keep such information confidential;
任何對本集團有保密責任的其他人士，包括就有關資料對本集團有保密承諾的本集團之集團成員;
j. credit reference agencies and, in the event of default, to debt collection agencies; and
信貸資料服務機構,如資料當事人欠款時則可將該等資料提供予債務追收代理; 及
k. charitable or non-profit making organizations.
慈善或非牟利機構。

**7.2.2 Purposes 目的**
All personal data concerning the Client may be used by any User for the following purposes:
客戶的所有個人資料可被任何使用者用就下列目的使用：

a. carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
執行新的或現有顧客的查核及信用調查程序，以及協助其他金融機構從事此類工作；
b. ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests;
持續帳目管理，包括收取欠款，強制執行擔保、抵押或其他權利和權益；
c. designing or marketing further products and services to the Client, including but not limited to the products/services of the Group or products/services provided by a broker or issuer authorized by or related to the Group;
設計或推廣予客戶新產品及服務，包括但不限於本集團的產品及/或服務，或由本集團授權或有關聯的中介人或發行商所提供的產品及/或服務；
d. comparison with the Client's personal data (irrespective of the purposes and sources for which such data were collected , and whether collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Client or any other person);
為了下列目的而進行客戶個人資料的比較（不論此等資料的目的及來源，及不論此等資料是向使用者或任何其他人士所收集的）：（A）信用調查；（B） 資料核實；及/或（C）編製或核實資料，以便採取使用者或任何其他人士認為合適的行動（包括可能與客戶或任何其他人的權利、義務或權益有關的行動）；
e. providing on the terms of any other agreements and services relating to the Client;
用於與客戶有關的任何其他協議和服務之條款所規定之目的；
f. any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body; and
有關遵守任何法律、規例、法院判決或其他任何監管機構之判決的任何目的；
g. any other purpose relating to the execution of the Client's instructions or in connection with the business or dealings of the Company.
任何有關於執行客戶指示或與本公司業務或交易有關連的目的。

**7.3 Use of Data in Direct Marketing 使用資料作直接促銷**

The Group intends to use and/or transfer the Client's data to any related companies of the Group for direct marketing and the Group requires the consent (which includes an indication of no objection) of the Client for that purpose. In this connection, please note that:
本集團擬使用及/或轉送客戶的資料給本集團的任何關聯公司作直接促銷，而本集團須為此目的取得客戶同意 (其包括客戶不反對之表示)。因此，務請你注意：

a. your name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data held by the Group from time to time may be used by the Group in direct marketing;
本集團不時持有的你的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行為、財務背景及統計資料可由本集團用於直接促銷；

b. the following classes of services, products and subjects may be marketed:
以下服務、產品及標的類別可被推廣：
   i. securities, commodities, investment, insurance and related services and products;
   證券、商品、投資、保險及相關服務和產品；
   ii. reward, loyalty or privileges programs in relation to the class of marketing subjects as referred to in Clause 7.3(b)(i) above; and
   有關上文第 7.3(b)(i) 款所述的促銷標的類別之獎勵、忠誠或專享優惠計劃；及
   iii. donations and contributions for charitable and/or non-profit making purposes.
   為慈善及/或非牟利目的而作出之捐款及資助。

c. If a Client does not wish the Group to use and/or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.
若客戶不願意本集團使用及/或轉送其個人資料作直接促銷，客戶可免費行使其不同意此安排的權利。

**7.4 Rights of Access and Correction 查閱和修正的權利**

The Client has the right to have access to and correction of the Client's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to:
根據條例規定，客戶有權查閱和修正客戶的個人資料。一般而言（受制於某些豁免）客戶有以下的權利：

a. enquire whether FORWIN holds personal data in relation to the Client;
詢問富榮證券是否持有與客戶有關的個人資料；

b. request access to the Client's personal data within reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
要求在合理的時間之內，以合理方式及可理解的形式查閱客戶其個人資料，而須付不過高的費用；

c. request the correction of the Client's personal data; and
要求修正客戶的個人資料；及

d. be given reasons if a request for access or correction is refused, and object to any such refusal.
如要求查閱或修正被拒絕，獲得提供理由及反對任何該等拒絕。

**7.5 Contact Person 聯絡人**

If the Client wishes to request access to and/or correction of personal data concerning the Client, the Client should address the Client's request to the Data Protection Officer at the Company.
如客戶要求查閱和/或修正與客戶有關的個人資料，客戶應向本公司的資料保護專員遞交其申請。

## 8. CLIENT ACCOUNT OPENING FORM
## 客戶開戶表格

Account No. 帳戶編號： | | | | | | | (For official use only)

AE Code 經紀代號： | | | | | | | (For official use only)

***Note 注意：Please tick ✓ where applicable and *delete where inappropriate. 請在適當的地方加上剔號 ✓ 及*將不適用者刪去。***

Type of Services 服務類別： ☐ Cash Account 現金戶口 ☐ Margin Account 保證金戶口
☐ Electronics Trading 電子交易服務

| **8.1 Corporate Information 公司資料** | | | |
|---|---|---|---|
| 公司名稱(中文) | | | |
| Company Name (English) | | | |
| Date of Incorporation<br>註冊日期 | | Certificate of Incorporation No.<br>註冊證書號碼 | |
| Place of Incorporation<br>註冊地點 | | Hong Kong Business Registration No.<br>香港商業登記證號碼 | |
| Type of Entity<br>公司類別 | Private Limited Company / Public Limited Company / Others _____*<br>私人有限公司 / 公共有限公司 / 其他 _____* | | |
| Years of Business<br>業務年資 | | Nature of Business<br>業務性質 | |
| Contact Person/Tel. No.<br>聯絡人/電話 | | | |
| Office Tel. Number<br>辦公室電話 | | Fax Number<br>傳真號碼 | |
| E-Mail Address<br>電郵地址 | | | |
| Registered Office<br>註冊辦事處 | | | |
| Business Address<br>業務地址<br>(Within the latest 3 month<br>最近三個月內) | | | |
| Correspondence Address<br>聯絡地址 | | | |

## 8.2 Shareholder(s) and Beneficial Owner(s) Information

## 股東及實益擁有人資料

| Name of Shareholder and Beneficial Owner<br>股東及實益擁有人姓名 | CI / HKID card / Passport No<br>公司註冊證明書/香港身份證/護照號碼 | Date & Place of Incorporation / Birth & Nationality<br>公司註冊/出生日期、地點及國籍 | Contact Tel.<br>聯絡電話 | Control %<br>控股權百分比 | Residential and permanent address (for individual) / Business address (for corporation)<br>住宅及永久地址 (適用於個人) / 公司地址 (適用於公司) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## 8.3 Director(s) Information 董事資料

| Name of Director<br>董事姓名 | CI / HKID card / Passport No<br>公司註冊證明書/香港身份證/護照號碼 | Date & Place of Incorporation / Birth & Nationality<br>公司註冊/出生日期、地點及國籍 | Contact Tel.<br>聯絡電話 | Residential and permanent address<br>住宅及永久地址 (適用於個人) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## 8.4 Bank Information 銀行資料

Unless otherwise to be instructed by Client, all monies payable to Client will be deposited to the following bank account by cheque (for fund deposit only)
除客戶另行指示外，客戶的款項將會以支票形存入下列銀行戶口(只供存款用途)

| | |
|---|---|
| Bank name<br>銀行名稱 | |
| Account No. *****<br>帳戶號碼* | |
| Currency<br>貨幣 | HKD/ RMB |

** The owner of the bank account must bear the same name as the account holder of this account.*
*銀行受益人必須跟本帳戶持有人的名稱相同。*

## 8.5 Authorized Person(s) Information 授權操作帳戶人資料

| Particulars of Authorised Person(s)<br>授權人資料 | Group<br>組別 | Signature(s) of Authorised Person(s)<br>授權人簽署 |
|---|---|---|
| Name 姓名:<br>HKID No. 身份證號碼:<br>Contact No.聯絡電話 | | |
| Name 姓名:<br>HKID No. 身份證號碼:<br>Contact No.聯絡電話 | | |
| Name 姓名:<br>HKID No. 身份證號碼:<br>Contact No.聯絡電話 | | |
| Name 姓名:<br>HKID No. 身份證號碼:<br>Contact No.聯絡電話 | | |

Signing Instruction 簽署指示:

☐ Any one of Authorised Person(s) 任何一位授權人的指示
☐ Any two Authorised Persons 任何兩位授權人的共同指示
☐ Any ____ from Group _____ & any one from Group _____ jointly
組別_____中任何____位授權人及組別_____中任何____位授權人的共同指示

## 8.6 Investment Objectives/ Experience and Level of Risk Taking 投資目的/經驗及風險承受水平

| | |
|---|---|
| Investment Horizon<br>投資年期 | ☐ Short Term 短線 (less than 1 year 少於一年)<br>☐ Medium Term 中線 (1 to 3 year 1 年至 3 年)<br>☐ Long Term 長線 (more than 3 years 多於 3 年) |
| Investment Objectives<br>投資目的 | ☐ Hedging 對沖 ☐ Capital Gain 資本增值<br>☐ Dividend Incomed 股息回報 ☐ Speculation 投機<br>☐ Arbitrage 套戥<br>☐ Others (Please specify) 其他 (請註明) _____ |
| Investment Experience<br>投資經驗 | ***Stock/Shares 股份/股票***<br>☐ None 無 ☐ Less than 1 year 不足一年<br>☐ 1 to 3 years 一至三年 ☐ 3 to 5 years 三至五年<br>☐ Over 5 years 五年以上<br><br>***Warrants/Options/Futures 認股權證/期權/期貨***<br>☐ None 無 ☐ Less than 1 year 不足一年<br>☐ 1 to 3 years 一至三年 ☐ 3 to 5 years 三至五年<br>☐ Over 5 years 五年以上<br><br>***Bonds 債券***<br>☐ None 無 ☐ Less than 1 year 不足一年<br>☐ 1 to 3 years 一至三年 ☐ 3 to 5 years 三至五年<br>☐ Over 5 years 五年以上 |

| | |
|---|---|
| Estimated Investment Amount<br>估計投資金額 | ☐ Less than 少於 $100,000 ☐ $100,001 to $500,000<br>☐ $500,001 to $1,000,000 ☐ $1,000,001 to $5,000,000<br>☐ $5,000,001 to $10,000,000 ☐ over 多於 $10,000,001 |
| Level of Risk Taking^<br>風險承受水平^ | ☐ High 高 ☐ Medium 中<br>☐ Low 低 ☐ Very Low 非常低 |

^ *If your attitude towards risk taking is very low, it may not be appropriate for you to trade in warrants, options, futures or other derivative products or other financial products of a high-risk nature. If you have placed orders dealing in the above products, you will be deemed to have adopted a high level of risk-taking.*
*若閣下可承受的風險水平為非常低，閣下則未必適合買賣認股權證、期權、期貨或其他衍生工具及列為高風險的金融產品。若閣下曾經買賣此類產品，則閣下會被視為可承受高風險。*

## 8.7 Financial Status 財務狀況

| | | | |
|---|---|---|---|
| Paid Up Capital (in HK$ )<br>繳足股本(港幣)： | | Net Asset Value (in HK$)<br>資產淨值(港幣)： | |
| Liquid Assets (in HK$)<br>流動資產(港幣)： | | Latest Annual Profit after Tax (in HK$)<br>最近年度除稅後利潤 (港幣)： | |

## 8.8 Other Accounts and Related Account(s) 其他帳戶及關聯帳戶

Particulars of all other accounts (whether individual, joint, corporate, trustee) beneficially held, owned or operated by me/us for or on my/our behalf or for another person(s), body or corporation or in which I/we have an interest (whether direct or indirect) with FORWIN.

任何及所有其他在富榮證券開設，由本人/吾等或本人/吾等代表他人、團體或公司實益持有、擁有或運作、或本人/吾等擁有直接或間接利益的戶口(無論個人、聯名、公司、託管)的詳情。

| Account Name 帳戶名稱 | Account Number<br>帳戶號碼 | Percentage<br>百分比 | Relationship<br>關係♀ |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

♀ Relationship 關係

(Please insert the appropriate number to denote the relevant relationship 請填上適當的號碼以示相應的關係)：

1. I am the spouse of the beneficiary of another client with FORWIN.
   本人是另一富榮證券客戶的配偶。
2. I/Substantial shareholder of our company either alone or with the spouse am/are in control of 35% or more of the voting rights of another corporate client with FORWIN.
   本人/吾等的帳戶主要股東單獨或與配偶共同控制富榮證券的另一公司客戶 35%或以上之表決權。
3. Another client with FORWIN either alone or with the spouse is/are in control of 35% or more of the voting rights of our account.
   另一富榮證券的客戶單獨或與配偶共同控制吾等的的帳戶 35%或以上之表決權。
4. We and another corporate client with FORWIN are members of same group of companies.
   吾等與富榮證券的另一公司客戶均屬同一公司集團的成員。

## 8.9 Service of statements 送達結單

I/We understand that e-statement service (delivery of all correspondence inclusive of statement via email) is available. I/We acknowledge that there may be delays in delivery of physical statements and that is beyond the control of Forwin. I/We also acknowledge that a monthly fee of **HK$150** will be charged to my/our account if physical statements are sent during that month in accordance with the requests by me/us for my/our account is.

本人/吾等明白電子結單服務(通過電子郵件發送)是可供選擇。本人/吾等明白郵寄之結單有可能會延誤，這並非富榮證券可控制範圍之內。若本人/吾等 要求當月有結單寄送給本人/吾等，本人/吾等同意從本人/吾等的帳戶內扣除月費**港幣 150 元**。

Please select the following method(s) of receiving all correspondence and statements:

請選擇以下方式收取將來的通訊及結單:

☐ By post 郵遞方式： ☐ By Email (Administrative Fee may be waived) 電子方式 (可豁免行政費)

☐ Residential Address 住宅地址

☐ Business Address 營業地址

☐ Others 其他：_____

Language 語言：☐ Traditional Chinese 繁體中文 ☐ Simplified Chinese 簡體中文 ☐ English 英文

## 8.10 Use of Personal Data in Direct Marketing 使用個人資料作直接促銷用途

I am hereby informed that FORWIN and/or any of the holding companies/subsidiaries associated with FORWIN (collectively "Forwin Group Companies") intends to use and transfer within Forwin Group Companies the personal data of me ("Data Subject") for the direct marketing of: (i) financial services and investment products; (ii) related promotion schemes; (iii) financial and investment advices; or (iv) promotional and marketing events of Forwin Group Companies for the aforesaid services or products. Such personal data includes the Data Subject's name, contact details, financial background and statistical data which are provided to Forwin Group Companies under this Account Opening Form or obtained by Forwin Group Companies from time to time. I understand that I may, at any time, require Forwin Group Companies to cease to use or transfer within Forwin Group Companies the Data Subject's personal data for direct marketing through such channel prescribed by Forwin Group Companies. I agree to the aforesaid use of the Data Subject's personal data in Forwin Group Companies and to transfer of the Data Subject's personal data within Forwin Group Companies, unless otherwise stated below:

本人作為帳戶持有人，現獲告知富榮證券及/與之有關的任何控股/子公司(統稱「富榮集團公司」)擬使用及在富榮集團公司之間轉移本人（「資料當事人」）之個人資料以直接促銷: (i) 金融服務和產品; (ii) 相關優惠計劃; (iii) 金融與投資建議;或 (iv) 富榮集團公司就前述產品及服務之業務推廣和宣傳活動。資料當事人的資料包括本人在本開戶表格中向富榮集團公司提供的及富榮集團公司不時獲得的姓名、聯絡詳情、財務背景及統計資料等個人資料。本人明白吾等可以隨時通過富榮集團公司指定的渠道要求富榮集團公司停止在直接促銷中使用本人的個人資料。本人同意富榮集團公司如上述情況使用資料當事人之個人資料及在富榮集團公司之間轉移資料當事人之個人資料，除了下文所載明的情形外。

☐ I should check ("✓") this box if I do not wish FORWIN to use my personal data in direct marketing and/or transfer my personal data to any Forwin Group Companies for their use as mentioned above.

本人不希望富榮證券如上所述使用本人個人資料及/或將本人個人資料提供予富榮集團公司作直接促銷用途，請在空格內加**("✓")**。

## 8.11 Identity Declaration 身份聲明

*Note 注意：Please delete wherever inappropriate. 請刪去不適用的地方。*

8.11.1 Is your company acting for a third party? If Yes, contact details of the ultimate beneficial owner(s) is/ are:
貴公司是否為第三者運作此帳戶? 如是，帳戶的最終實益擁有人者聯絡資料是：

☐ Yes 是
☐ No 否

Name 名稱：_____

ID/Passport No.身份證或護照號碼：_____

Contact Number 聯絡電話號碼：_____

Address 地址：_____

8.11.2 Is any of your directors, partners or substantial shareholders related to the senior management or director or management shareholder or controlling shareholders of any listed company whose shares are traded on any exchange including Hong Kong? If Yes, please state:
貴公司之董事、合夥人或主要股東是否與任何地方交易所包括香港的任何上市公司的高級管理層或董事或管理層股東存在任何關連? 如是，請列明：

☐ Yes 是
☐ No 否

Name of associated company (if applicable) 關聯公司名稱 (如適用)：

_____

Name of shareholder/director/employee and relationship 股東/董事/僱員名稱及關係：

_____

8.11.3 Is any of your directors, partners or substantial shareholders related to any of FORWIN's director, officers or Employees? If Yes, please state the name(s)
貴公司之董事、合夥人或主要股東是否與富榮證券任何董事，主任及職員存在任何關連? 如是，請列明：

☐ Yes 是
☐ No 否

Name of the person 該人士名稱：_____

Name of shareholder/director/employee & Relationship 股東/董事/僱員名稱及關係：

_____

8.11.4 Is any of your directors, partners or substanstial shareholders an agent, officer or employee of any licensed or registered person to carry on regulated activities as defined in the Securities and Futures Ordinance (whether the relevant person is currently a SFC licensed person /HKMA registered relevant individual or not)? (If yes, please provide your employer consent letter). If Yes, please state:
貴公司之董事、合夥人或主要股東是否從事證券及期貨條例界定的受規管活動的持牌或註冊機構之代理人、高級人員、職員〈不管相關人士現時是否為證監會持牌人士/金管局註冊有關人士〉? (如是，請提供你僱主的書面同意) 若是，請列明：

☐ Yes 是
☐ No 否

Name of licensed or registered entity 持牌或註冊機構名稱 ：

_____

Client's Position/Status 客戶職位/身份: _____

8.11.5 Are/Were/Is/Was your company/the ultimate beneficial owner(s) of the Account entrusted with prominent public functions (such as heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of government owned corporations, and important political party officials)? If Yes, please state:
貴公司或本帳戶的最終受益人目前或以往是否曾經擔任重要公職 (例如國家或政府首長，資深政客，高級政府官員，高級司法人員，高級軍官，政府擁有企業的高級行政人員及政黨的要員) 若是，請列明：

☐ Yes 是
☐ No 否

_____

8.11.6 Is your company/the ultimate beneficial owner(s) of the Account a citizen or tax resident◎ of the United States? (Please note: Due to United States tax reporting requirements, United States persons' accounts require special approval)
貴公司或本帳戶的最終受益人是否美國公民或納稅居民◎? (注意: 美國稅收申報要求，美國人帳戶需要特別審批)

☐ Yes 是
☐ No 否

| | |
|---|---|
| ◎ *United States tax residents include Green Card holder (i.e. holder of United States Permanent Resident card) as well as individual who meets the substantial presence test (i.e. he/ she has been present in the United States for at least 183 days during a 3 year period (including current year)). Please seek advice from tax advisor regarding the substantial presence test when necessary.*<br>*美國納稅居民包括綠卡持有人(即美國永久居民卡)以及任何符合實質居所測試(substantial presence test)之人士(即該人士於過去三年內(包括本年) 於美國居住至少 183 天。如有需要，請諮詢稅務顧問有關實質居所測試的意見。)* | |
| 8.11.7 Is your company/the ultimate beneficial owner(s) of the Account a tax resident in any place other than Hong Kong? If yes, please list the country(ies):<br>貴公司或本帳戶的最終受益人是否香港以外的納稅居民? 如是，請列出該國家：<br>_____ | ☐ Yes 是<br>☐ No 否 |
| 8.11.8 I/We understand and agree that for unsettled debit balances of the Securities Margin Trading Account, I/we will be charged at either the agreed interest rate or cost of fund, whichever is higher.<br>本人/吾等明白及同意本帳戶借貸結餘的適用利率，為已同意的利率或罰息利率或借貸成本，以較高者計算為準。 | ☐ Understand and Agree<br>明白及同意 |

## 8.12 Acknowledgement and Consent 確認及承諾

1. I/We acknowledge my/our receipt of the Client Agreement and all forms enclosed therein. (collectively "the Agreement").
   本人/吾等 確認收妥客戶協議及其附上的表格( 統稱為「本協議」)。

2. I/We agree to abide by the Rules and Regulations of The Stock Exchange of Hong Kong Limited ("SEHK")or any other regulatory body(ies) as amended from time to time governing the purchase and sale of securities quoted on the SEHK or any other stock exchanges
   本人/吾等 同意遵守香港交易所及其他監管機構不時修訂以監管於香港交易所或其他交易所進行證券買賣之條例及規則。

3. The Agreement and Risk Disclosure Statements: I/We hereby acknowledge and confirm that the Agreement and the Risk Disclosure Statements set out in the Agreement, was provided to me/us in a language of my/our choice (English or Chinese) and I was/We were invited to read all terms and conditions and the Risk Disclosure Statements set out in the Agreement carefully, ask questions about the relevant laws and regulations, commission and fees schedules as well as the Risk Disclosure Statement and take independent advice if I/we so wish.
   本協議和風險披露聲明：本人/吾等 謹此承認並確認本人/吾等 已獲得按照本人/吾等 所選擇的語言（英文或中文）的本協議及風險披露聲明，以及本人/吾等 已獲邀請仔細閱讀所有本協議內之條款與條件及風險披露聲明、提出與證券買賣的相關法律法規、佣金費用和風險披露聲明等有關的問題及徵求獨立意見（如本人/吾等 有此意願）。

4. I/We are satisfied with the explanations and clarifications provided to me/us. I/We hereby declares that I/we am/are willing and capable of fulfilling the duties and obligations as specified in this Agreement.
   本人/吾等 充分理解富榮證券對相關問題的解釋和說明，本人/吾等 有能力並願意履行承擔本協議規定的權利和義務。

5. I/ We declare and represent that the information provided on or with this Client Account Opening Form is true, accurate complete and up to date that FORWIN is entitled to rely fully on such information and representations for all purposes, unless FORWIN receive(s) notice in writing of any change. FORWIN is authorised at any time to contact anyone, including banks, brokers or any credit agency, for purposes of verifying the information provided on or with this Client Account Opening Form. I/ we agree to fully indemnify and hold FORWIN harmless from and against all claims, damages, losses, costs and expenses whatsoever incurred as a result of such non-compliance or omission.
   本人/吾等 聲明及確認本客戶開戶表格上提供及隨附的資料皆為屬實、真確、完整及最新的。除非富榮證券接獲客戶以書面通知的任何變更，否則有權完全依賴此等資料及聲明作一切用途。此外，富榮證券亦獲授權在任何時間聯絡任何人士（包括銀行、經紀或任何信貸機構），以確定本客戶開戶表格上提供及隨附的資料。 本人/吾等 同意悉數對富榮證券因客戶違規或遺漏而蒙受的任何索償、損害、損失、費用及開支作出彌償並保證其利益不受損害。

6. I/ We understand that my/ our submission of this Client Account Opening Form and the acceptance of this form by FORWIN in no way implies approval for opening of the account for customer and FORWIN reserves the unconditional right to reject the application. All application documents would not be returned.

本人/吾等 明白本人/吾等 提交此客戶開戶表格及富榮證券接納此開戶表格並非表示富榮證券已經同意為本人/吾等開立相關帳戶，富榮證券保留無條件謝絕客戶開戶申請之權利；如果本人/吾等 的申請被拒絕，本人/吾等 明白、同意並接受本人/吾等 之任何開戶申請文件將不予退回。

7. I/We have read, understood and agreed to all the terms and conditions set out in the entire Client Agreement and this Client Account Opening Form and accept to be bound by the same.
本人/吾等已經閱讀並明白及同意所載於整份客戶協議及本客戶開戶表格內的所有條款與條件，並接受這些條款與條件的約束。

Client's Signature(s) 客戶簽署 | Company Chop 公司印章

Name of Authorized Person 授權代表姓名 | Position of Authorized Person 授權代表職位 | Date 日期

## 8.13 Witnessing of Client Signature 見證客戶簽署

If this Account Opening Form is not executed in front of FORWIN's SFC licensed employee or is not submitted with a cheque※, a specified person, including any SFC licensed or registered person, a Justice of Peace, or professional such as a branch manager of a bank, certified public accountant, lawyer or notary public, should be required to sign below. The specified person should provide us with self-certified ID copy and copy of the professional qualification documents.
若本開戶表格並非在富榮證券之證監會持牌僱員面前簽立或並非連同支票※一併遞交，則以下部分應由指定人士，包括其他證監會持牌人或註冊人、太平紳士或專業人士例如銀行分行經理、執業會計師、律師或公證人，簽署驗證。而該指定人士需提供其已簽署之身份證明文件副本及其專業資格證明文件之副本。

The undersigned person hereby certifies the signing of this Account Opening Form (together with the Client Agreement) by the above Client(s) and witness of related identity documents of such Client(s) ：
以下簽署人士謹此見證上述客戶簽立此文件(連同客戶協議書) 及其有關的身份證明文件：

Signed and Certified by
簽署及驗證

Signature 簽署 | Name 姓名 | Cert. Number 牌照號碼

Profession/Title 所屬專業 / 職銜 | Date 日期 | Notary Public Number (if applicable)

Contact No 聯絡電話 | Contact Address 聯絡地址

※ *A crossed cheque bearing your name shown in your identity document and drawn on your account with a licensed bank in Hong Kong with your same signature(s) as shown on this Form in favor of "FORWIN SECURITIES GROUP LIMITED" for not less than HK$10,000. Your approved new account will not be activated until the cheque is cleared.*

※ *客戶發出之支票必須由香港持牌銀行發出，並印有客戶在身分證明文件上所顯示之姓名。由該客戶簽發的支票上的簽名，必須與本表格的簽名相符。客戶發出的支票之抬頭人須為以'FORWIN SECURITIES GROUP LIMITED'，數額不得少於 10,000 港元。客戶被批核的新賬戶必須待支票兌現後才可使用。*

## 8.14 Declaration by Licensed Person 持牌人聲明

I, the licensed person named below, have provided the Risk Disclosure Statements as set out in Clause 6 of this Agreement to the client in a language (English or Chinese) of the Client's choice. I have also invited the Client to read the Risk Disclosure Statements, ask questions and take independent advice if the Client so wish.

本人(下述持牌人)已按照客戶所選擇的語言(英文或中文) 提供載於本協議中第六條的風險披露聲明，並邀請客戶閱讀風險披露聲明、提出有關問題及尋求獨立意見（如客戶有此意願）。

| Signature of licensed person 持牌人士簽署 | Name of licensed person 持牌人士正楷姓名 | CE Number of licensed person 持牌人士的中央編號 |
|---|---|---|

Date 日期

Confirmation with Client with phone recording 以電話錄音向客戶確認

Ext 內線: Time 時間: HH 時 MM 分

I hereby declare to the best of my knowledge and belief, that the information provided by the Client in this Account Opening Form is true, complete, and correct.

本人現謹聲明，據本人所知及所信，客戶在本表格所填報的所有資料，均屬真確無訛。

| Signature of Account Executive 客戶主任簽署 | Name of Account Executive 客戶主任名稱 | Date 日期 |
|---|---|---|

Money Laundering Risk Classification: 洗黑錢風險分類 ☐ Low Risk 低風險 ☐ Medium Risk 中風險 ☐ High Risk 高風險

**For Internal Use 內部使用**

AE Name：

AE Code 客戶主任編號：

Year(s) of Knowing Client 認識客戶年資：

| | Phone Trading | Internet Trading |
|---|---|---|
| Commission (%) | | |
| Min. Commission (HK$) | | |
| Trading Limit (HK$) | | |
| Credit Limit (HK$) | | |

| | | | |
|---|---|---|---|
| Document Reviewed by 文件查核<br>*Remarks:* | *Name of Staff:* | *Signature of Staff:* | *Date:* |
| Customer Information Checked by 客戶資料核對<br>*Remarks:* | *Name of Staff:* | *Signature of Staff:* | *Date:* |
| Account Opening Approved by 開戶審批<br>*Remarks:* | *Name of Staff:* | *Signature of Staff:* | *Date:* |
| Credit Limit Approved by 信貸額審批<br>*Remarks:* | *Name of Staff:* | *Signature of Staff:* | *Date:* |

## 9. CLIENT DECLARATION
## 客戶聲明

**Date 日期：** _____

**To 致：FORWIN SECURITIES GROUP LIMITED**

☐ I/We wish to purchase the following derivative product(s) which is/are traded on an exchange:
Callable Bull Bear Contracts（CBBC）/ Derivative Warrants Exchange Traded Funds（ETF）/ Leveraged and Inverse Products
本人/吾等有意認購以下交易所買賣的衍生產品：
牛熊證 / 衍生權證（窩輪） / 交易所買賣基金 / 槓桿及反向產品

My/Our knowledge of derivative products are as followed: 本人/吾等對衍生產品的認識如下：

☐ I/We underwent training or attended courses on derivative products that provide general knowledge of the nature and risks of derivatives (e.g. courses offered by academic or financial institutions).
本人/吾等已接受有關介紹一般衍生產品之性質及風險的培訓或課程(例如學術機構或金融機構所提供之課程)。

☐ I/We have work experience related to derivative products.
本人/吾等擁有與衍生產品有關之工作經驗。

☐ I/We have relevant trading experience i.e. I/We have executed five or more transactions in derivative products within the past three years.
本人/吾等有相關之交易經驗，即本人/吾等於過去三年曾執行過五次或以上有關衍生產品之交易。

☐ I/We do not have any knowledge of derivative products.
本人/吾等並未有衍生產品之認識。#

I/We hereby sign and confirm that I/We accept Forwin Securities Group Limited's explanation on the risk associated with derivative products. I/We fully understand different types of risks associated with derivative products and I/We accept the potential risks arising from trading derivative products.
本人/吾等現簽署確認富榮證券集團有限公司就本人/吾等對衍生產品之認識所作出的評估。本人/吾等清楚明白相關衍生產品的各類風險及願意承擔交易相關衍生產品所帶來的潛在風險。

Authorized Signature 客戶簽署

_____

Account Name 帳戶名稱：

Date 日期：

# When you do not have any knowledge of derivative products, you could accept Forwin Securities Group Limited's explanation on risks associated with derivative products and complete the questionnaire if you wish to purchase derivative products which are traded on an exchange.
即使閣下並未有衍生產品之認識，如閣下有意認購交易所買賣的衍生產品，亦可接受富榮證券集團有限公司就相關衍生產品所作出之風險解釋及完成問卷調查。

## 10. KNOWLEDGE OF DERIVATIVES QUESTIONNAIRE
## 衍生工具認識問卷調查

**To 致: FORWIN SECURITIES GROUP LIMITED 富榮證券集團有限公司**

I/We did not have knowledge of derivative products and have already accepted Forwin Securities Group Limited's explanation on the risk associated with derivatives products, please complete the questionnaire below:
本人/吾等過去並未對衍生產品有認識，並已接受富榮證券有限公司就相關衍生產品作出之風險解釋，請完成該問卷：

Callable bull/bear contracts (CBBCs) 牛熊證部份：

1. Can the residual value of CBBCs be zero after it was mandatory called?
   牛熊證於強制回收後，其價值是否有機會等於零? ☐Yes 是 ☐ No 否

2. Can investors continue to trade the callable bull/bear contracts (CBBCs) after it was mandatory called?
   牛熊證於強制回收後，投資者是否仍能進行買賣? ☐Yes 是 ☐ No 否

Derivative Warrants 衍生權證(窩輪)部份：

1. Is issuer default risk one of the risks for trading derivative warrants?
   發行商失責風險是否買賣衍生權證(窩輪)的其中一項風險? ☐Yes 是 ☐ No 否

2. Is gearing risk one of the risks for trading derivative warrants?
   槓桿風險是否買賣衍生權證(窩輪)的其中一項風險? ☐Yes 是 ☐ No 否

Exchange Traded Funds (ETFs) 交易所買賣基金：

1. Would the issuer of Exchange Traded Funds (ETFs) be classified as a financial institution that would not default nor bankrupt?
   交易所買賣基金(ETF)的發行商是否被視為不會失責或者破產的金融機構? ☐Yes 是 ☐ No 否

2. Is foreign exchange risk one of the risks of Exchange Traded Funds (ETFs)?
   外匯風險是否交易所買賣基金(ETF)的其中一項風險? ☐Yes 是 ☐ No 否

Risk of Leveraged and Inverse (L&I) Products 槓桿及反向產品部份：

1. May investment in the L&I Product suffer substantial/total losses?
   投資於槓桿及反向產品，是否有機會蒙受巨額/全盤損失? ☐Yes 是 ☐ No 否

2. If the L&I Product is a futures based product, are high volatility, leverage, rollover and margin risks one of the risks of the L&I Product?
   如槓桿及反向產品是以期貨為基礎的產品，期貨合約風險 (如高波動性、槓桿作用、轉倉及保證金風險)是否槓桿及反向產品的其中一項風險? ☐Yes 是 ☐ No 否

I/We hereby sign and confirm that I/we accept Forwin Securities Group Limited's explanation on the risk associated with derivative products. I/We fully understand different types of risks associated with derivative products and I/we accept the potential risks arising from trading derivative products.
本人/吾等現簽署確認富榮證券集團有限公司就本人/吾等對衍生產品之認識所作出的評估。本人/吾等清楚明白相關衍生產品的各類風險及願意承擔交易相關衍生產品所帶來的潛在風險。

Authorized Signature 客戶簽署

_____

Account Name 帳戶名稱：

Date 日期

# 11. PERSONAL GUARANTEE
# 私人擔保

**THIS DEED OF GUARANTEE** is made on **本擔保契約**乃訂立於_____by 由
*( date 日期 )*

_____
*( name of guarantor 擔保人姓名 )*

(holder of Hong Kong identity card / passport* 持有香港身份證/護照*：_____
*( country of issuing the passport 發出護照國家 )*

No.號碼_____), whose residential address is 其住址為_____

_____(the "**Guarantor**") (「**擔保人**」),
*( address of guarantor 擔保人地址 )*
in favour of Forwin Securities Group Limited ("**FORWIN**") 向富榮證券集團有限公司(「**富榮證券**」) of Unit 2201, 22/F, Office Tower Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong 其註冊地址為香港灣仔港灣道 1 號會展廣場辦公大樓 22 樓 2201 室 in respect of 有關於 the Client Agreement (the "**Agreement**")

客戶協議書(「**該協議**」) made/to be made on 訂立/將訂立於_____between 由 FORWIN 富榮證券 and 與
*( date 日期 )*

_____ (the "**Client**") (「**該客戶**」) for the opening
*( name of account 帳戶名稱 )*

of securities trading account(s) 為開立證券交易帳戶_____ (the "**Accounts**") (「**該帳戶**」) and the provision of relevant
*( account number 帳戶號碼)*
securities trading services (including margin financing services) (collectively, the "**Services**") by FORWIN to the Client 及通過富榮證券向該客戶提供相關證券交易服務 ( 包括保證金融資服務 ) ( 統稱「**該服務**」).

**WHEREAS 鑑於**

(A) In consideration of FORWIN, at the request of the Guarantor, agreeing to the terms of the Agreement to maintain or to continue to maintain the Accounts with the Client and to provide or to continue to provide the Services from time to time to the Client under the Agreement, the Guarantor guarantees in favour of FORWIN the due observance and performance by the Client of the obligations and liabilities of the Client to FORWIN under the Agreement.
考慮到富榮證券，應擔保人的要求，同意該協議的條款以維持或繼續維持與該客戶的該帳戶，並根據該協議不時向該客戶提供或繼續提供該服務，擔保人向富榮證券保證該客戶適當地遵守和履行該客戶在該協議下對富榮證券的義務和責任。

(B) The execution of this Deed of Guarantee is one of the condition precedents to the provisions or continuing provisions of maintaining the Accounts with the Client by FORWIN.
本擔保契據的執行是富榮證券與該客戶維持該帳戶的條款或持續條款的先決條件之一。

**IT IS HEREBY AGREED as follows 協議如下：-**

1. The Guarantor hereby guarantees unconditionally and irrevocably as primary obligor in favour of FORWIN the due observance and performance by the Client of the obligations and liabilities of the Client to FORWIN under the Agreement (the "**Obligations**").
擔保人特此保證無條件地且不可撤銷地作為主要責任人向富榮證券保證該客戶應適當地遵守和履行該客戶根據該協議對富榮證券的義務和責任(「**該等責任**」）。

2. In the event that the Client fails to promptly perform any of the Obligations, the Guarantor shall forthwith on demand by FORWIN indemnify and keep FORWIN indemnified fully against any loss or damage which FORWIN may suffer or incur as a result of such failure on the part of the Client, or of such other circumstances.
若該客戶未能及時履行任何該等責任，擔保人應立即根據富榮證券的要求彌償，並向富榮證券作出彌償任何富榮證券可能承受或因該客戶未能及時履行任何該等責任，或此類其他情況而引致的任何損失或損害。

3. The guarantee hereunder is and shall be a continuing guarantee and shall cover any of the Obligations of the Client notwithstanding the liquidation, insolvency, incapacity or any change in the constitution of the Client or any settlement of the Agreement or variation or modification of the Agreement or any indulgence or waiver given by any party to the Agreement or any other matter whatsoever until all the Obligations of the Client have been satisfied in full.
本擔保是並將作為持續性之擔保，並應涵蓋該客戶的任何該等責任，儘管該客戶的清盤，破產，無能力或任何該客戶的企業章程的變更，或該協議的任何解決或對該協議的變更或修改或該協議任何一方給予的任何寬恕或豁免或任何其他事項，直至該客戶的所有該等義務全部滿足為止。

4. Should any purported obligation of the Client under the Agreement which if valid or enforceable would be the subject of the guarantee

hereunder, be or become wholly or in part invalid or unenforceable against the Client by reason of any defect in or insufficiency or want of power of the Client or irregular or improper purported exercise of powers or breach or want of authority by any person purporting to act on behalf of the Client, the Guarantor shall nevertheless be liable to FORWIN in respect of the Obligations as if the same were wholly valid and enforceable.
若該協議下該客戶的任何聲稱責任（此等責任如為有效或可執行的將屬本擔保之保證範圍）因該客戶缺少或未有足夠權力或不規則地或不適當地聲稱行使有關權力或任何聲稱代表該客戶的人士違反或缺少權力而使該客戶對該等責任完全或部分無效或無法執行，擔保人乃須就該等責任向富榮證券負責，猶如上述責任為完全生效及可執行一般。

5. The guarantee hereunder may be enforced against the Guarantor without FORWIN first instituting legal proceedings against the Client in the first instance or joining the Client as a party in the same proceedings against the Guarantor.
本擔保可以向擔保人強制執行，而毋須首先由富榮證券針對該客戶提起作為原訴的法律程序，或加入該客戶作為一方針對擔保人的法律程序。

6. The provisions of this Deed of Guarantee shall be continuous; shall cover individually and collectively all accounts which the Client may open with FORWIN, and shall inure to the benefit of, and bind FORWIN, FORWIN's successors and assignees, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors and personal representatives of the Guarantor.
本擔保契據的條款應是持續的；應單獨和共同地涵蓋該客戶可能與富榮證券開立的所有帳戶，並應符合富榮證券、富榮證券的繼任人和受讓人（無論是通過兼併，合併或是其他方式）以及擔保人的繼承人，執行人，管理人，遺產受贈人，繼任人及個人代表的利益及對上述人士具約束力。

7. In this Deed of Guarantee, where there are two or more persons included in the expression the "**Guarantor**", covenants expressed to be made by the Guarantor shall be deemed to be made by such person jointly and severally.
在本擔保契約中，若「**擔保人**」意指兩位人士以上，被指為擔保人所作出之承諾應被視為由該等人士聯合地及個別地作出的。

8. The Guarantor makes the following representations and warranties to FORWIN:
擔保人對富榮證券作出以下聲明和保證：

   (a) this Deed of Guarantee, as executed and delivered, constitutes legal, valid and binding obligations of the Guarantor in accordance with its terms, and the execution and performance of this Deed of Guarantee will not violate any regulation or any deed or arrangement or other instrument to which the Guarantor is a party or which is binding on, or upon any assets of, the Guarantor; and
   本擔保契據經已簽立並交付，根據其條款構成擔保人合法的，有效的和有約束力的義務，並本保證契約之簽署及執行不會違反任何法規或以保證人為其中合約方或對保證人或其任何資產具約束力的任何契約、安排或文件;和

   (b) all necessary governmental and other consents, authorities and approvals (if any) for the Guarantor to execute this Deed of Guarantee have been obtained and are in full force, validity and effect and as of the date of this Deed of Guarantee no further government or other consents, authorities or approvals are necessary for the performance by the Guarantor of its obligations hereunder.
   所有讓擔保人執行本擔保契據必要的政府及其他許可、授權和批准（如有），已經取得並具完全效力，有效性及作用，且直至本擔保契據訂立之日，對於擔保人履行其在本擔保契據下的責任不再需要取得進一步的政府或其他許可、授權和批准。

9. This Deed of Guarantee and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereto shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.
本擔保契據及其包含之各方之權利和責任，將根據中華人民共和國香港特別行政區(「**香港**」) 的法律規限及詮釋及解釋，並擔保契據下的各方將接受香港法院的非專屬司法管轄權。

10. The Chinese translation contained herein is for information only and is not a formal translation of the English version of this Deed of Guarantee and the Guarantor hereby acknowledges and confirms that he has been advised to seek his own independent translation of the English version of this Deed of Guarantee. In the event of discrepancy between the Chinese version and the English version of this Deed of Guarantee, the English version shall prevail.
本擔保契據的中文版僅作參考用途，其非本擔保契據英文版的正式譯本。擔保人特此知悉與確認，已獲建議就此英文版的擔保契據尋求獨立的譯本。如本擔保契據的中文版本與英文版本存有任何歧義，一概以英文版本為準。

SIGNED, SEALED, AND DELIVERED 簽署、蓋章及送呈 )
)
BY 由_____ )
)
)
_____
In the presence of 見證 ) Signature of Guarantor 擔保人簽署
Name of witness 見證人名稱： )
)
)
_____
Hong Kong Identity Card No.香港身份證號碼 or 或 Passport No. )
護照號碼： )
)
_____
_____ ) Signature of Witness 見證人簽署

* Please delete where inapplicable. 請刪除不適用的地方。

# 12. CERTIFIED EXTRACTS OF THE BOARD RESOLUTION
# 經核證之會議紀錄摘要

To: FORWIN SECURITIES GROUP LIMITED
致: 富榮證券集團有限公司

We hereby certify that the following resolutions have been duly passed by the Board of Directors of 吾等茲證明下

列決議已經 _____ (the "**Company**")
(「**本公司**」) 董事會 at a Meeting of the Board of Directors of the Company duly convened and held at the address

of 假 _____

_____

on 於 _____ at which a quorum was present and acted throughout in accordance with
(Date 日期)
the Memorandum and Articles of Association or the Bye-Laws of the Company and have been duly recorded in the minute book of the Company and that no action has been taken to rescind or amend the said resolutions and that the same are now in full force and effect 召開及舉行的董事會會議(該會議有足夠法定人數出席按本公司組織章程大綱及公司細則進行整個會議)按合適程序通過，並記錄於本公司的會議紀錄冊中。上述決議並未經撤銷或修改，現為全面生效授權代表公司開戶：

**IT WAS RESOLVED THAT 決議如下：**

ACCOUNT OPENING 開戶

1. An account (the "**Account**") be opened and maintained with Forwin Securities Group Limited ("**FORWIN**") for the purchase and sale (including short sale) or otherwise dealing in (as the case may be) Securities or other related products on cash/margin* or otherwise and in accordance with such terms and conditions which FORWIN may from time to time prescribe for the Account. For the purpose of this Resolution (1), "**Securities**" shall include any shares, stocks, debentures, loan stocks, funds, bonds, or notes of , or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority; and includes (a) rights, options, or interests (whether described as units or otherwise) in or in respect of any of the foregoing; (b) Certificates of interest or participation in, or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, any of the foregoing; or (c) any instruments commonly known as securities, and the definition of "Securities" in Schedule 1 of Securities and Futures Ordinance; and
于富榮證券集團有限公司（「**富榮證券**」）開立及維持帳戶（「**帳戶**」）以進行買賣（包括沽空）或以其他方式買賣（視情況而定）證券或其他相關產品現金/保證金*或其他方式，並根據富榮證券可能不時為帳戶規定的條款和條件訂明。就本決議（1）而言，「**證券**」應包括由任何機構（不論是註冊成立或非註冊成立）、或任何政府或地方政府機關發行之股票、債權證、貸款股票、基金、債券，或由；並包括（a）任何上述之權利，期權或權益（不論是以單位或其他形式表述）；（b）上述任何一項的利益或參與證書、或臨時或期中證書、收據、或保證認購或買入；或（c）通常稱為證券的任何文書，以及證券及期貨條例附表 1 中「證券」的定義；和

2. That the Company has commercial reasons for opening the Account with FORWIN for the purpose of FORWIN acting on behalf of the Company on any exchange or market in Hong Kong and anywhere in the world.
本公司有商業理由向富榮證券開立帳戶，讓富榮證券代表本公司在香港及世界任何地方的任何交易所或市場上行事。

3. That FORWIN be given a list (the "**List**") of the names of the Shareholders, Ultimate Beneficial Owner, Directors, officers, and other authorized persons of the Company ( together with their signatures and particulars of any required signing arrangements ) authorized to give oral or written instructions on behalf of the Company, by telephone or in person or by letter or otherwise to purchase and sell ( including short sale) or otherwise dealing in ( as the case may be ) Securities in all matters affecting the Account, in particular in relation to payment or transfer of funds, to deliver or transfer of Securities into or out of the Account and that FORWIN shall be advised in writing from time to time of any changes in the List or the signing arrangements particularized below together with a copy of the Resolution of the Board authorizing the same and specimens of any new signatures.
向富榮證券發出有股東名稱、最終實益擁有人、董事、高級職員及本公司其他獲授權人士的名單（「**該名單**」）（連同其簽字及任何所需簽署安排的詳情）授權代表本公司通過電話或親自或通過信件或其他方式進行口頭或書面指示，以買入和賣出（包括沽空）或以其他方式交易（視情況而定）證券以所有影響帳戶的事項中，特別是有關支付或轉移資金，用於將證券交付或轉入或轉出帳戶，本公司將不時以書面形式通知富榮證券該名單或以下具體的簽署安排的任何變更，並附以董事會決議的副本授權相同和任何新簽署樣式。

4. That without prejudice to Resolution (3) above, FORWIN be requested and authorized to effect all transactions in Securities (as the case may be) in response to instructions given to, purport to be given by or on behalf of the Company whether by the authorized persons under Resolution (3) above, FORWIN is entitled but not obligated to insist on such instructions being confirmed by the Company in writing. In the event of FORWIN acting on any such instructions, whether the same be subsequently so confirmed or not and whether authorized persons in the List or not, the Company acknowledges that FORWIN will thereby be and be deemed to be acting at the Company's request, for the Company's benefit and at the Company's risk and that the Company will be bound by such instructions.

在不損害上述第（3）項決議的情況下，富榮證券會被由本公司或看似由本公司或代表本公司(無論是否根據上述第（3）項決議的授權人)所發出的指示要求並授權進行所有證券交易（視情況而定），富榮證券有權但沒有義務堅持由本公司以書面形式確認此等指示。如果富榮證券根據任何此等指示行事，無論是否隨後如此確認，以及無論該名單中是否有授權人，本公司都承認富榮證券將因此被視為按本公司的要求、本公司的利益和本公司的風險而行事，以及本公司將受此等指示的約束。

5. That the Company do hereby confirm and agree to enter into the Client Agreement (the "**Agreement**") which has/have been supplied to the Company.
本公司特此確認並同意訂立已經向本公司提供的客戶協議（「**該協議**」）。

6. That the Authorized Persons set out in the List hereunder be authorized to sign and/or confirm the Client Agreement, such letters or memoranda and all other agreements and documents relating to the operation of the Accounts as FORWIN may from time to time require.
以下該名單所列出的授權人有權簽署及/或確認客戶協議，此等信函或備忘錄以及與帳戶運作相關的所有其他協議和文件按富榮證券之可能不時要求。

7. That the Company acknowledges that due to the volatile nature of Securities markets, the purchase and sale ( including short sale) or otherwise dealing in Securities involve a high degree of risk. This is a risk that the Company is prepared to accept.
本公司確認由於證券市場的波動性，證券的買賣（包括沽空）或其他交易涉及高風險。這是本公司已準備接受的風險。

8. That the Agreement and relevant documents including but not limited to Risk Disclosure Statement stated in the Agreement were present in the Meeting. The Authorized Person(s) set out in the List hereunder confirmed to read and understand the Risk Disclosure Statements, including but not limited to the risk of using electronic services under the Electronic Trading Agreement ("**RDS**"). The Authorized Person(s) confirmed that the Authorized Person(s) was/were invited by FORWIN's Licensed Representative(s) to read the RDS and to ask questions and take independent advice if the Authorized Person(s) wish.
該協議及相關文件（包括但不限於該協議中所述的風險披露聲明）均於會議中出示。以下該名單中列出的授權人已確認閱讀並理解風險披露聲明，包括但不限於根據該協議中使用電子交易服務的風險（「**該風險披露聲明**」）。授權人確認授權人受富榮證券的持牌代表邀請閱讀該風險披露聲明，並在授權人的意願下提出問題並採取獨立意見。

9. That, for the electronic trading only (if any), the Company do hereby confirm and agree to take sole responsibility to undertake any risk and/or loss and/or legal liability incurred due to the electronic trading. The Company also confirms and agrees to execute the electronic trading through FORWIN electronic trading system by the Authorized Person(s) according to the below List and the arrangement of the electronic trading instructions only whatsoever and to monitor closely the Authorized Person(s) to execute the electronic trading in compliance with the laws of Hong Kong, Securities and Futures Ordinances and the Agreement. The Company hereby confirms and agrees to report to FORWIN and Securities Futures Commissions in respect of any illegality or non-compliance activities of the Company immediately (if any).
對於僅限於電子交易（如有），本公司特此確認並同意承擔全部責任，承擔因電子交易而產生的任何風險及/或損失及/或法律責任。本公司亦確認並同意根據以下該名單中列出的授權人的電子交易指示安排所發出通過富榮證券電子交易系統執行的電子交易，並密切監察由授權人及執行符合香港法律、證券及期貨條例及該協議的電子交易。本公司特此確認並同意立即向富榮證券及證券期貨事務監察委員會報告本公司的任何非法或不合規活動（如有）。

The List of Authorized Person(s) 授權人名單

Names, Capacities and Specimen signatures of Shareholders, Ultimate Beneficial Owners, Directors, Officers and other signatories referred to in Resolution (3) above. 上文第（3）項決議案所述之股東、最終實益擁有人、董事、高級職員及其他簽署人的姓名、職位及簽字樣式。

| Name 姓名 | Position 職位 | Specimen Signature 簽署樣式 |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Company Chop 公司印章

Signing Arrangement: Payment or delivery instruction(s) given by any _____ of the above signatories will be valid.
簽署安排：由上述任何_____簽署人所提供付款或交付的簽署指示均有效。

Oral Instructions: Oral instruction(s) given by any _____ of the above signatories will be valid.
口頭指示：由上述任何_____簽署人所提供的口頭指示均有效。

Electronic Trading Instructions (if any) : Electronic trading instruction(s) given by any _____ of the above signatories will be valid.
電子交易(如有)：由上述任何_____簽署人所提供的電子交易指示均有效。

PERSONAL GUARANTEE 個人擔保

10. That a guarantee be granted in the name of _____ (the "**Guarantor**") to FORWIN in relation to the provision by FORWIN to the Client of securities trading, whether on margin or otherwise, margin facilities and other financial accommodation and related services pursuant to the Agreement attached thereto (as may be amended or supplemented by FORWIN from time to time; and
就富榮證券向客戶提供證券交易服務，無論是否根據夾附在該協議（由富榮證券不時修訂或補充）內有關保證金或其他保證金融資便利及其他財務融通及相關服務，_____（「**擔保人**」）以其名義作為擔保人向富榮證券授予此等服務的擔保。

11. That a letter of personal guarantee (copy of which said letter is attached hereto in the Agreement as Clause 11) be executed by the Guarantor (the "**Letter of Guarantee**") and be produced to this meeting and be hereby approved; and the signed original Letter of Guarantee be delivered to FORWIN.
一份個人擔保書（其副本夾附在為該協議的第 11 條）（「**擔保書**」），由擔保人簽署並出具予本次會議並特此批准，並將已簽署的擔保書真本交付了富榮證券。

We further certify that the Company is duly organized and validly existing and has the power to take the action called for by the foregoing Resolutions.
吾等茲證明本公司已經正式組建和合法存在，並有決議上述所要求採取的行動之權利。

Date 日期 the day of 20 .

DULY AUTHORIZED
FOR AND ON BEHALF OF THE COMPANY
授權代表公司

_____
SIGNATURE 簽字

NAME 姓名:

TITLE 職銜:

* Please delete where inapplicable. 請刪除不適用的地方。

# 13. CLIENT CONSENT UNDER HONG KONG INVESTOR IDENTIFICATION REGIME (HKIDR) AND OVER-THE-COUNTER SECURITIES TRANSACTIONS REPORTING REGIME (OTCR)
# 香港投資者識別制度及場外證券交易彙報制度確認函

Dear Valued Client,
尊敬的客户：

Under the Hong Kong Investor Identification Regime and the Over-the-counter Securities Transactions Reporting Regime, we are obliged to obtain an express consent from you and to update client identification data ("**CID**") from you for the required transfer of clients' CID to the Stock Exchange of Hong Kong ("**SEHK**") and the Securities and Futures Commission ("**SFC**").
根據香港投資者識別制度及場外證券交易彙報制度下，我們有責任取得閣下的明確同意並確保取得您最新的客户識別資訊，以便按要求將客户識別資訊轉移到香港聯合交易所（「**聯交所**」）和證券及期貨事務監察委員會（「**證監會**」）。

By signing the attached confirmation, you consent, acknowledge and agree to Forwin Securities Group Limited ("**FORWIN**") to collect, store, process, use, disclose and transfer personal data relating to you (including your CID and Broker-to-Client Assigned Number(s) ("**BCAN(s)**")) as required for us to provide brokerage services to you in relation to securities listed and traded on SEHK and in compliance with the rules and regulations of SEHK and the SFC in effect from time to time. Without limiting the foregoing, this includes –
當閣下簽署隨附的確認函，閣下允許、確認並同意富榮證券集團有限公司（「**富榮證券**」）收集、存儲、處理、使用、披露和傳輸與您有關的個人資料（包括您的客户識別資訊和券商客户編碼），以便我們向您提供有關在聯交所上市及交易的證券經紀服務，並遵守聯交所和證監會不時生效的規則及法規，不限制前述內容的情況下，這些規則及法規包括 —

(A) Disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
根據不時生效的聯交所及證監會規則及法規，向聯交所及／或證監會披露及轉移閣下的個人資料（包括客户識別資訊及券商客户編碼）；

(B) Allowing SEHK to 允许联交所:
(i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Listing Rules of the Exchange of SEHK; and
收集、儲存、處理及使用閣下的個人資料（包括客户識別資訊及券商客户編碼），以便市場監察和監管目的及執行聯交所的《上市規則》
(ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and
向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及
(iii) use such information for conducting analysis for the purposes of market oversight; and
為監察市場目的而使用有關資料進行分析；及

(C) Allowing the SFC to 允许证监会:
(i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and
收集、儲存、處理及使用閣下的個人資料（包括客户識別資訊及券商客户編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及
(ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

(D) Providing BCAN to Hong Kong Securities Clearing Company Limited ("**HKSCC**") allowing HKSCC to:
向香港中央結算有限公司（「**香港結算**」）提供券商客户編碼以允許香港結算：
(i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store your CID and transfer your CID to the issuer's share registrar to enable HKSCC and/ or the issuer's share registrar to verify that you have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and

從聯交所取得、處理及儲存允許披露及轉移給香港結算屬於閣下的客戶識別資訊，及向發行人的股份過戶登記處轉移閣下的客戶識別資訊，以便核實閣下未就相關股份認購進行重複申請，以及便利首次公開招股抽籤及首次公開招股結算程式；及

(ii) process and store your CID and transfer your CID to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing your application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.
處理及儲存閣下的客戶識別資訊，及向發行人、發行人的股份過戶登記處、證監會、聯交所及其他公開招股的有關各方轉移閣下的客戶識別資訊，以便處理閣下對有關股份認購的申請，或載于公開招股發行人的招股章程的任何其他目的。

In addition, despite any subsequent purported withdrawal of consent by you, your agreement is required to confirm that your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.
此外，即使閣下其後宣稱已撤回允許，亦須閣下允許仍可繼續儲存、處理、使用 、披露或轉移閣下的個人資料以作上述用途。

Please kindly note that failing to provide us with your personal data or consent as stated above may lead to FORWIN not being able, or no longer being able to, as the case may be, carry out your trading instructions or provide you with other securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).
請注意如閣下未能向我們提供個人資料或上述之允許，可能意味著富榮證券不能或無法（視情況而定）執行閣下的交易指示或向閣下提供證券相關服務（惟出售、轉出或提取閣下現有的證券持倉（如有）除外）。

Please also note that the terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.
亦請注意本條文所述的「券商客戶編碼」及「客戶識別資訊」具有《證券及期貨事務監察委員會持牌人或註冊人操守準則》第 5.6 段所界定的含義。

This letter is prepared in both English and Chinese. In the event of inconsistency, the English version shall prevail.
本函以英文及中文編寫，如中文譯本如與英文版本有歧異，一概以英文版本為准。

Yours sincerely,
此致

Forwin Securities Group Limited
富榮證券集團有限公司

**Date 日期：** _____

**To 致：FORWIN SECURITIES GROUP LIMITED**

I/We acknowledge that I/we have read and understand the content of the letter of "CLIENT CONSENT UNDER HONG KONG INVESTOR IDENTIFICATION REGIME (HKIDR) AND OVER-THE-COUNTER SECURITIES TRANSACTIONS REPORTING REGIME (OTCR)"

本人 / 吾等確認已閱讀並明白上述《香港投資者識別制度及場外證券交易彙報制度確認函》的內容。

By signing this confirmation, I/we hereby give consent to FORWIN to collect, store, process, use, disclose and transfer personal data of myself/ourselves and I/we confirm my/our understanding of the consequences of failing to provide such consent to FORWIN. Thereby, I/we agree to accept the terms stipulated in this letter and provide such consent to FORWIN.

本人/吾等通過簽署本確認函表示本人/吾等確認富榮證券收集、存儲、處理、使用、披露和傳輸本人/吾等的個人資料，並且本人/吾等確認理解本人/吾等未能向富榮證券提供此等允許的後果。本人/吾等在此同意接受此信函內規定的條款，並確認向富榮證券提供此等允許。

Authorized Signature 客戶簽署

_____

Account Name 帳戶名稱：