

**PANDO FINANCE LIMITED**  
**潘渡有限公司**

**GENERAL TERMS AND CONDITIONS**  
**一般條款及條件**

## SECTION A – General Terms and Conditions

### 1. DEFINITIONS AND INTERPRETATION 定義與釋義

In this Agreement, unless the context requires otherwise, the following expressions shall have the following meanings: 除非內文另有規定，本協議之下列用詞須解作如下：

**"Account"** means one or more accounts maintained by the Client with the Company from time to time for the purpose of purchasing, investing in, selling, exchanging or otherwise disposing of and generally dealing in and with all kinds of securities in accordance with the terms and conditions of this Agreement;

「帳戶」指客戶按照本協議之條款及條件於本公司不時持有一個或多個交易帳戶，以作購買、投資、出售、交換、或以其他方式處理或進行各類證券之一般交易；

**"Account Opening Application"** means the form of account opening application or other document (however described) required by the Company from time to time and provided by or on behalf of the relevant client to the Company in respect of such client's application to open one or more Accounts with the Company;

「開戶申請表」指本公司不時要求客戶或其代表於開立一個或多個帳戶時須提供之申請表或其他文件(不論其名稱)；

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

「關聯實體」指就任何一方、個人、公司、合夥商號或其他形式之實體直接或間接操控、被操控或與該一方或任何該等實體、董事、主管及僱員被共同操控；

**"Associated entity"** means an associated entity as defined in the Securities and Futures Ordinance;

「有聯繫實體」指證券及期貨條例所界定之「有聯繫實體」；

**"Authorised Person"** means the person(s) or any of them designated in or pursuant to this Agreement to give instructions on behalf of the Client in relation to the Account and initially the persons named in the Account Opening Application or as otherwise advised in writing, including but not limited to the letter of Third Party Authorisation;

「獲授權人」指該人士或其中任何人被指定或遵照本協議代表客戶就有關帳戶發出指示，及最初於開戶申請表上被任命之人士或客戶另行以書面形式包括但 限於第三者授權書通知本公司之人士；

**"Business Day"** means any day on which the relevant Exchange opens for trading other than Saturdays, Sundays, public holidays and any other day declared by the relevant Exchange to be a non-business day;

「營業日」是指任何相關交易所可進行交易之日子，即星期六、星期日、公眾假期及任何有關交易所宣佈為非營業日以外之日子；

**"Clearing House(s)"** means Hong Kong Securities Clearing Company Limited, HKFE Clearing Corporation Limited or such other clearing houses in or outside Hong Kong;

「結算所」指香港中央結算有限公司、香港期貨結算有限公司或其他在香港境內或境外之結算公司；

**"Client"** means the party or parties whose name(s), address(es) and other details are set out in the form of Account Opening Application which constitutes an integral part of this Agreement;

「客戶」指其姓名、地址及詳情列載於開戶申請表(構成本協議一重要部份)之人士；

**"Client Money Rules"** means the Securities and Futures (Client Money) Rules made by the SFC under section 149 of the Securities and Futures Ordinance, as amended from time to time;

「客戶款項規則」指證券及期貨事務監察委員會按照證券及期貨條例第 149 條所訂立經不時修訂之證券及期貨(客戶款項)規則；

**"Client Money Standing Authority"** means the standing authority granted by the Client to the Company in the terms set out in Clause 13 hereof as amended from time to time;

「客戶款項常設授權」指由客戶按照此條款及條件第 13 條經不時修訂之條款所賦予本公司之常設授權；

**"Client Securities Rules"** means the Securities and Futures (Client Securities) Rules made by the SFC under section 148 of the Securities and Futures Ordinance, as amended from time to time;



PANDOFINANCE

「客戶證券規則」指證券及期貨事務監察委員會按照證券及期貨條例第 148 條所訂立，經不時修訂之證券及期貨(客戶證券)規則；

"**Client Securities Standing Authority**" means the standing authority granted by the Client to the Company in the terms set out in Clause 12 hereof, as amended from time to time;

「客戶證券常設授權」指由客戶按照此條款及條件第 12 條經不時修訂之條款所賦予本公司之常設授權；

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the SFC made under the Securities and Futures Ordinance in force from time to time;

「操守準則」指現時生效之證券及期貨條例訂立之證券及期貨事務監察委員會持牌人或註冊人操守準則；

"**Company**" means **Pando Finance Limited**, a company incorporated under the laws of Hong Kong having its registered office at Suite 1408, Two Exchange Square, 8 Connaught Place, Central, Hong Kong;

「本公司」指潘渡有限公司，乃根據香港法律成立之公司，其註冊辦事處設於香港中環康樂廣場8號交易廣場第二座1408室；

"**Confirmation**" includes any confirmation or contract note issued by the Company in respect of a Transaction and includes anything else which is specified as a Confirmation in a Schedule;

「確認書」包括任何本公司就客戶買賣交易發出之確認書或成交單據及任何其他在附表指明之確認書；

"**Exchange**" means SEHK or any other stock exchanges, markets or over-the-counter markets; 「交易所」指聯交所、期交所或其他證券交易所，市場及場外交易市場；

"**HKSCC**" means the Hong Kong Securities Clearing Company Limited;

「香港結算」指香港中央結算有限公司；

"**Market Requirements**" means all applicable laws, the clearing regulations of any Clearing House, the constitution and any rule, regulation, custom, order, direction, restriction, limitation, requirement or condition (including any trading or position limits) of or imposed by any relevant Exchange, Clearing House, brokers and/or the Company from time to time;

「市場規定」指所有適用法例、結算所之結算規例、憲章及任何有關之交易所、結算所、經紀及/或本公司不時實施之規則、規例、慣例、規律、方向、限制、規限或條款(包括任何交易或持倉限額)；

"**Assets**" means securities, authorized/un-authorized funds, trust units, or any other properties in the market.

「資產」指證券，任何基金，信託單位，或任何市場的資產；

"**Schedule**" is a schedule to this Agreement and includes any document which is stated to be a schedule to this Agreement and to form part of this Agreement, and which has been agreed by the parties, whether or not it is attached to this Agreement or agreed to subsequent to this Agreement;

「附表」包括於本協議列為附表並構成本協議一部份之任何文件，及任何雙方同意為附表之文件，而不論是否現已附加在本協議或在本協議訂立後同意之文件；

"**Section**" is a section of this Agreement and includes any document which is stated to be a section to this Agreement and to form part of this Agreement, and which has been agreed by the parties, whether or not it is attached to this Agreement or agreed to subsequent to this Agreement;

"**securities**" or "**Securities**" means securities as defined by the Securities and Futures Ordinance or the applicable law in the relevant jurisdictions, including, without limitation, (a) shares, stocks, debentures, loan stocks, funds, bonds or notes of, or issued by, a body, whether incorporated or unincorporated, or a government or municipal government authority; (b) rights, options or interests (whether described as units or otherwise) in, or in respect of, such shares, stocks, debentures, loan stocks, funds, bonds or notes; (c) certificates of interest or participation in, temporary or interim certificates for, receipt for, or warrants to subscribe for or purchase, such shares, stocks, debentures, loan stocks, funds, bonds or notes; (d) interests in any collective investment schemes; (e) interests, rights or property, whether in the form of an instrument or otherwise, commonly known as securities; (f) interests, rights, or of a class or description prescribed by the Securities and Futures Ordinance as securities;

「證券」泛指根據證券及期貨條例或有關法例所訂立，包括但不限於：(a) 任何團體，無論是否屬法團，或政府或市政府當局的或由它發行之股份、股額、債權證、債權股額、基金、債券或票據；(b) 在(a)段所述各項目中的或關乎該項目的權利、期權或權益(無論以單位或其他方式描述)；(c) (a)段所述各項目的權益證明書、參與證明書、臨時證明書、中期證明書、收據、或認購或購買該等項目的權證；(d) 在集體投資計劃中的權益；(e) 通常稱為



證券之權益、權利或財產，不論屬文書或其他形式； (f) 證券及期貨條例以公告訂明為證券之類別或種類之權益，權利或財產；

"**Securities and Futures Ordinance**" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), as amended or re-enacted from time to time;

「證券及期貨條例」指不時修改及重訂之香港法例第 571 章證券及期貨條例；

"**SEHK**" means The Stock Exchange of Hong Kong Limited;

「聯交所」指香港聯合交易所有限公司；

"**SEHK Rules**" means the Rules, Regulations and Procedures of SEHK as revised, amended or substituted from time to time;

「聯交所規則」指不時修改及修訂及取代之香港聯合交易所有限公司之證券交易所規則、規例及程序；

"**SFC**" means the Securities and Futures Commission in Hong Kong;

「證監會」指證券及期貨事務監察委員會；

"**Third Party Authorisation**" means an authorisation form as stipulated by the Company from time to time;

"**Transaction**" means any transaction entered into pursuant to this Agreement (or any Schedule or Section) and includes anything which is specified as a Transaction in any Schedule or Section.

「交易」指於本協議或附表下進行之交易，並包括附表所指定之任何項目。

## 2. AGREEMENT 協議

2.1 This Agreement made between the Company and the Client comprises the Account Opening Application as well as the terms and conditions hereof together with all Schedules and Sections which sets out the terms and conditions applicable to all Transactions. The Schedules and Sections form part of this Agreement.

本協議為本公司與客戶之間所訂立，包含開戶申請表、條款及條件連同所有附表，以訂明普遍適用於本協議下所有交易之條款及條件。

2.2 If there is any inconsistency between the provisions of a Schedule or a Section and the provisions of this Agreement, the Schedule or Section will prevail. If there is any inconsistency between the provisions of a Confirmation and the provisions of a Schedule, Section or this Agreement, the Confirmation will prevail.

若附表之條文與條款及條件之條文有任何抵觸，應以附表為準。若確認書的條文與附表或條款及條件之條文有任何抵觸，應以確認書為準。

2.3 In this Agreement, all references to the provisions of legislation, rules or regulations shall include such provisions as modified or re-enacted from time to time.

在本協議中，凡提述法例、規則或規例的條文，應包括不時修訂或重訂的有關條文。

2.4 In the event of any discrepancy in the interpretation or meaning between the English and Chinese versions of this Agreement, the English version shall prevail.

在本協議中如英文版本及中文譯本有任何歧異，概以英文版本為準。

## 3. APPLICABLE RULES AND REGULATIONS 適用規則和規例

3.1 All Transactions for the Account(s) shall be subject to the relevant constitution, rules, regulations, by-laws, customs, usages, rulings, and interpretations, as amended from time to time, of the Exchange(s) and the Clearing House(s) and of the laws of Hong Kong and other places in which the Company is dealing on the Client's behalf, as amended from time to time.

本公司代表客戶為其帳戶於香港與其他地方進行之一切交易均受交易所及結算所不時修訂之有關憲章、規則、規例、則例、成規和慣例，及香港與該地方不時修訂之法例所約束。

3.2 The Rules of the SEHK and the HKSCC, where applicable, and in particular those rules which relate to clearing and settlement, shall be binding on both the Company and the Client in respect of any Transactions concluded on the instructions of the Client.

就按客戶指示完成之交易而言，本公司及客戶均受制於聯交所和香港結算公司之規則，尤其是有關結算及交收方面。

## 4. SERVICES 服務

4.1 The Client hereby instructs and authorizes the Company to open and maintain one or more Account(s) in the name of the Client for the purpose of purchasing, investing in, selling, exchanging or otherwise disposing of and generally dealing in and with all kinds of securities or other Assets. Contracts in accordance with the terms and conditions of this Agreement from time to time. Unless otherwise indicated by the Company or specified in this Agreement (in the contract note for the relevant Transaction or otherwise), the Company shall act as agent,



distributor, or introducing broker for the Client in effecting Transactions in accordance to the service agreement mentioned.

客戶特此指示並授權本公司以客戶名義開立並維持一個或多個帳戶，不時按照本協議之條款及條件購買、投資、出售、轉換或以其他方式處置或進行一般各類證券交易及其他資產。除非本公司(於有關交易之成交單據或以其他方式)另有表示或本協議另有指明，否則本公司將以客戶代理人身分完成交易。

- 4.2 All Transactions for the Account(s) may be effected by the Company directly on any Exchanges where the Company is authorized to deal in securities or other Assets on any Exchanges indirectly through a broker which the Company may, at its discretion, decide to appoint.

本公司可於已獲授權經營證券或其他資產之交易所直接完成帳戶下之交易，本公司可隨意選用其他經紀或交易所間接完成交易。

- 4.3 Where any Assets are held in the name of the Company or its associated entity or its nominee in accordance with Clause 10.1 or 10.2 hereof, the Company will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of the Client. Nothing in this Agreement shall in any way impose on the Company or any of its Affiliates any duty to inform the Client or to take any action with regard to the attendance of meetings and to vote at such meetings. Neither the Company nor any of its Affiliates has any duty in respect of notices, communications, proxies and other documents, relating to the securities received by the Company or its Affiliates or to send such documents or to give any notice of the receipt of such documents to the Client. The Company has the right to charge the Client for its services in taking any action pursuant to the Client's instruction.

任何根據此條款及條件第 10.1 或 10.2 條以本公司或任何關聯實體或其代名人之名義持有的證券或其他資產，除按照客戶書面指示外，本公司概不出席任何會議或行使任何投票權或其它權利，當中包括完成委任代表出席表格。本協議沒有條文就有關出席會議及在會議中投票向本公司或任何關聯實體施加任何通知客戶或採取任何行動之責任。本公司及任何關聯實體對所收到之證券就通知，通訊，委任代表及其它文件並不負責，且沒有責任傳送該等文件予客戶，亦沒有責任通知客戶收到該等文件。本公司有權向客戶就按照客戶指示作出的任何行動收取服務費用。

## 5. INSTRUCTIONS 指示

- 5.1 The Client or its Authorised Persons may from time to time give instructions to the Company to deposit, purchase and/or sell any securities, enter into or close out any other Transactions for the Account(s).

客戶或其授權人可不時向本公司發出指示為其帳戶存放、購買及／或出售證券或其他資產，及進行任何其他交易。

- 5.2 All instructions shall be given by the Client (or its Authorised Person) orally either in person or by telephone, or in writing, delivered by hand, by post or through electronic means or in such other form as from time to time agreed by the Company.

一切指示均須由客戶（或其授權人）親自或通過電話以口頭方式，或以書面方式經專人派遞、郵寄或以電子方式，或按本公司不時同意之其他方式發出。

- 5.3 The Client acknowledges and agrees that any instructions given or purported to be given by any means to the Company by the Client or by any Authorised Person and which are acted on or relied on by the Company shall at all times be irrevocable and binding on the Client, and the Company will not be responsible for any loss which the Client may incur as a result. The Company will not have any obligation to enquire or verify the identity or authority of the person giving instructions by any agreed means.

客戶確認及同意，若任何指示經由或聲稱由客戶或其授權人以任何方式發出予本公司，而本公司並已執行該指示或賴以為據，則該指示於任何時間均不可被撤銷，並對客戶具約束力，及本公司不會承擔該指示引致客戶之任何損失。本公司亦無責任以任何約定方式查詢或核實發出指示者之身份或授權。

- 5.4 The Client undertakes to keep the Company indemnified on demand at all times for all costs, claims, losses, damage and expenses which may be brought against the Company or suffered by the Company as a result of its accepting, relying and/or acting on the instructions referred to above.

客戶承諾於任何時間均會應本公司要求彌償本公司就接受、依據及／或執行上文所述之指示所承受或蒙受之一切費用、申索、損失、損害及支出。

- 5.5 The Client acknowledges that instructions may be cancelled or amended only before execution. Cancellation of market instructions is rarely possible as they are subject to immediate execution. In the case of full or partial execution of the Client's instructions before cancellation, the Client accepts full responsibility for the executed transactions and the Company shall incur no liability in connection therewith.

客戶確認，指示只可在執行之前被取消或被修訂。由於市價指示須即時於市場執行，故取消指示有可能做不到的。若客戶之指示於被取消前已被完成或局部執行，客戶須為已執行的交易負上全責，本公司概不承擔任何因而產生的責任。

- 5.6 The Company may, in its absolute discretion, and without assigning any reason therefor, decline to accept any instruction from the Client or any Authorised Person. In such event, the Company will endeavour to notify the Client accordingly, but the Company shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, costs or expense suffered or incurred by the Client arising out of or in connection with the Company declining to act on any instruction or omitting to so notify the Client that it has declined to act on any instruction.



本公司可毋須給予客戶或任何授權人任何理由及有絕對權拒絕接受其作出的指示。在此情況下，本公司會盡力將有關事宜通知客戶，但對於客戶因本公司拒絕執行指示或本公司遺漏將本公司拒絕執行指示之事通知客戶而令客戶蒙受或招致任何利潤或收益之損失、損害、責任、費用或支出，本公司在任何情況下概不以任何方式承擔責任。

## 6. DEALING PRACTICE 交易常規

- 6.1 Any day order for the purchase or sale of Securities or other Assets placed by the Company at the instruction of the Client but has not been executed before the close of business of the relevant Exchange or such other expiration date as stipulated by the relevant Exchange or such other later time as the Client and the Company may agree shall be deemed to have been cancelled automatically (to the extent not executed if executed in part). 若本公司按客戶要求所發出之任何即日證券或其他資產指令於有關交易所收市前或交易所規定之屆滿期前或客戶與本公司可同意之其他較後時間前仍未執行，此等指令(之未被執行部分若部分已被執行)須被視作已被自動取消。
- 6.2 Unless otherwise agreed with the Company in writing, the Client shall be acting as principal whenever the Client places an order or instruction with the Company in accordance with the terms of this Agreement and shall be bound by all such transactions effected through the Company and/or its agents. 除非客戶與本公司另有書面同意，否則客戶按本協議之條款發出的指令或指示時，均視以為主事人之身份行事，並受本公司或其代理人經手辦理之交易所約束。
- 6.3 The Client authorises the Company to instruct execution brokers and dealers (local or overseas) to execute Transactions in respect of the Assets in such terms and at such times as in the Company's discretion deems fit and acknowledges that the terms of business of such brokers and dealers shall apply to such Transactions and the Client agrees to be bound by such terms. 客戶授權本公司就本公司認為合適之條款及時限指示經紀及交易商執行證券或其他資產之交易，並承認有關經紀及交易商之商業條款適用於有關交易，及客戶同意受此條款約束。
- 6.4 The Client acknowledges that communication by telephone calls or other means between the Client and the Company may be recorded and/or otherwise electronically monitored without any warning messages and that the records may be used as final and conclusive evidence of the Client's instructions in case of any dispute. 客戶確認本公司可在未有警告信息下將與客戶之電話通訊進行錄音及/或電子監控，而此等記錄於糾紛出現時將構成客戶所給指示之最終及不可推翻之證據。
- 6.5 The Client hereby authorises the Company at any time and in exercise of the Company's absolute discretion to consolidate and/or disaggregate instructions to execute Transactions in respect of securities or other Assets on behalf of the Client with similar instructions received from other clients. The Company will ensure that such consolidation or disaggregation will not result in the execution of the Client's instructions at a price less favourable than could have been achieved had the Client's instructions been executed individually. If insufficient Assets units are available to satisfy purchase orders so consolidated, the Transactions will be allocated between clients with due regard to market practice and fairness to clients. 客戶特此授權本公司，可於任何時間按本公司有絕對決定權，將代表客戶執行之證券或其他資產有關交易指示與其他客戶的同類指示合併及/或分拆處理。本公司將確保有關合併或分拆處理，不會導致執行客戶指示時所用之價格較單獨地執行有關客戶指示時之價格為差。若成交之證券或其他資產不足以滿足此綜合處理之買入指令，有關交易將會按市場慣例及對各客戶公平之原則分配予各客戶。
- 6.6 The Client acknowledges that due to the trading practices of the Exchanges or other markets in which transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Company following instructions given by the Client and agrees that the Company shall not be liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the order of the Client. 客戶確認，由於受該等交易所或進行買賣的其他市場的交易常規所限，本公司不一定能夠以所報之最佳價格或市價履行指示，只要本公司遵照客戶的指示完成交易，客戶同意在任可情況下均願意受此等交易約束。客戶亦同意本公司概不負責因未能或無法遵照該指示之條款而令客戶蒙受之任何損失。
- 6.7 Where the instructions for effecting transactions in the Assets of a specified quantity cannot be effected in full, it may be effected in any lesser amount or quantity. In that event, the executed portion shall be binding on and be accepted by the Client. 若指定數量之證券或其他資產交易未能全額執行，該指示可以較低金額或證券數量執行。在有關情況下，有關指示中已執行之一部分，將會對客戶具約束力並獲客戶接受。
- 6.8 Subject to the applicable laws and regulations and Market Requirements, the Company may in its absolute discretion determine the priority in the execution of its clients' orders, having due regard to the sequence in which such orders have been received, and the Client shall not have any claim of priority over another client in relation to the execution of any order received by the Company. 在符合適用法律、規例和市場要求之前提下，及恰當地考慮本公司收到客戶指令之次序，本公司可運用絕對酌情權決定執行該等指令之優先次序，而客戶不可要求其指令比另一客戶之指令享有優先之執行服務。
- 6.9 None of the Company's employees or representatives shall accept appointment by the Client as agent to operate the Client's Account unless a separate agreement is entered into in accordance with Schedule 6 of the Code of Conduct.

本公司的僱員或代表一概不可接受客戶委任為客戶之代理人以操作其帳戶，除非雙方已遵照證監會操守

準則之附表六而另行協議。

7. **CLIENT RESPONSIBILITY FOR DISCLOSURE OF INTEREST AND INVESTMENT CHOICE**  
**客戶權益之披露責任及投資選擇之責任**

7.1 The Client acknowledges that the legislation in Hong Kong imposes reporting obligations on the Company to disclose certain shareholdings including corporate and family interests of the Client and/or associated persons under certain circumstances. Disclosure obligations of the Company with respect to the interest of the Client and/or associated persons may also arise under legislation of other jurisdictions or the rules and regulations of other Exchanges.

客戶確認，香港法例規定本公司具申報責任，須於某些情況下將若干持股情況（包括客戶及／或有聯繫者之公司及家族權益）作出披露。本公司亦可能因其他司法管轄區之法例或其他交易所之規則及規例而有責任就客戶及／或有聯繫者的權益作出披露。

7.2 The Company acts as broker and is not responsible for advising the Client on any such obligations generally or any particular obligation which may arise from any instruction of the Client or which has arisen as a result of any transaction or from any holding or otherwise. Such obligations of disclosure are personal obligations of the Client. The Company shall not be obliged to give notice of holdings to the Client in any form or within any time frame for such purpose save and except any notice or statement to be issued as expressly provided for in this Agreement. The Company shall not be liable for any of the losses, costs or expenses of the Client resulting from any failure of or delay by the Client or any other person to disclose for compliance with any such obligation, nor for any delay or default in making notification to the Client as to the carrying into effect of instructions, and the Client shall indemnify the Company for all losses, costs or expenses arising from any such failure.

本公司以經紀身份行事，並無責任就因任何客戶之指示、交易之結果、持有之股份或其他方式產生的一般或特定之披露責任通知客戶。有關披露責任均屬客戶之個人責任。本公司並無責任就客戶持有之股份於任何時限內發出任何形式之通知，除非本協議已明確規定會發出之通知或結單。本公司將承擔客戶因其本人或任何其他人士未有或延遲遵行有關披露責任、或因本公司未有或延遲通知客戶就指示生效日期而產生之任何損失、費用或支出，而客戶須就有關不遵行披露事宜產生的一切損失、費用或支出向本公司作出彌償。

7.3 The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account and the Company is responsible only for the execution, clearing and carrying out of Transactions in the Account in accordance with the instructions of the Client; and that the Company has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein; and that any advice or information provided by the Company, its employees or agents, whether solicited or not, shall not constitute an offer to enter into a Transaction and the Company shall be under no liability whatsoever in respect of such information or advice.

客戶確認並同意，客戶對帳戶內所有交易決定負上全責，而本公司只負責遵從客戶之指示於其帳戶內執行交易、結算和貫徹交易；至於任何介紹商號、投資顧問或其他第三者對帳戶或帳戶內任何交易所作的任何行為、作為、陳述或聲明，本公司既無義務亦不負任何責任；而本公司、其僱員或代理人提供的任

何意見或資料，不管是否因應客戶之要求，均不構成交易邀約，而本公司對該意見或資料均不負任何法律責任。

8. **SOLICITATION OR RECOMMENDATION 招攬銷售或建議**

If the Company solicits the sales of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是經考慮的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損條款的效力。

9. **FEES, EXPENSES AND COMMISSIONS 收費、佣金及支出**

9.1 All Transactions executed in pursuance of the instructions of the Client on the Exchanges shall be subject to a transaction levy and any other levies that the relevant Exchange may impose from time to time. The Company is authorized to collect any such levies in accordance with the rules prescribed by the relevant Exchange from time to time.

所有按客戶指示在該等交易所完成之交易須支付交易徵費和有關交易所不時徵收的其他徵費。本公司獲授權按照有關交易所不時規定之規則向客戶徵收任何此等徵費。

9.2 The Client shall on demand pay the Company commissions on all Transactions including purchases, sales and other transactions or services for the Account(s) at such rate as the Company may from time to time have notified the Client, together with all stamp duties, bank charges, transfer fees, interest, custodial expenses and other

expenses in respect of or in connection with the Account(s) or any transaction or services thereof or any Assets therein.

客戶須即時應本公司要求依照本公司不時通知之收費率，支付本公司關於帳戶內購買、出售及其他交易或服務之佣金，同時亦須支付與帳戶有關之任何交易、服務或證券或其他資產之印花稅、銀行收費、轉讓費用、利息、保管費用及其他開支。

- 9.3 The Company shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any Transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commissions, rebates or similar payments received in connection therewith, and rebates from commissions charged by brokers or other agents. The Company shall also, at its absolute discretion, be entitled to offer any benefit in connection with any Transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any benefit relating to commissions or similar payments in connection therewith.

本公司可行使其絕對酌情權，索取、接受及保留任何為客戶按照本協議條款並受其條件約束，與任何人士完成之任何交易有關之利益，包括為此等交易而收取之任何佣金、回扣或類似之費用，以及經紀或其他代理人向其客戶收取之佣金內回扣之金額。本公司亦可以行使其絕對酌情權，提供代客戶按照本協議條款及受其條件約束，與任何人士完成之任何交易有關之利益，當中包括跟佣金有關的任何利益或跟此等交易有關的類似費用。

## 10. SECURITIES/ASSETS IN THE ACCOUNTS 帳戶內之證券或其他資產

- 10.1 The Client specifically authorizes the Company, in respect of all Assets deposited by the Client with the Company or purchased or acquired by the Company on behalf of the Client, and held by the Company for safe keeping, to register the same in the name of the Company or its associated entity or the Client, or deposit 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 or its associated entity of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in Assets.

客戶特此授權本公司以本公司或本公司之聯繫實體或客戶之名義登記客戶存放在本公司或本公司代客戶購入或取得並由本公司保管之所有證券或其他資產，或者將此等證券存放在一個獨立帳戶作穩妥保管，而該帳戶是指定為信託帳戶或客戶帳戶並由本公司或本公司之有聯繫實體與認可財務機構、核准保管人或另一在香港開立及營運並獲發牌的證券或其他資產交易中介人。

- 10.2 The Client specifically authorizes the Company, in respect of all Assets collateral deposited with, or otherwise provided by or on behalf of the Client to the Company, to:

客戶特此授權本公司將客戶存放，或以其它方式代客戶存放或提供予本公司的所有證券或其他資產抵押品：

- 10.2.1 deposit 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 or an associated entity for the purpose of holding collateral of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in the Assets;

存放在一個獨立帳戶作穩妥保管，而該帳戶是指定為信託帳戶或客戶帳戶並由本公司或本公司之有聯繫實體與認可財務機構、核准保管人或另一獲發牌進行證券或其他資產交易之中介人在香港開立及營運；

- 10.2.2 deposit in an account in the name of the Company or an associated entity (as the case may be) with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in assets; or

存放於以本公司或本公司之有聯繫實體（視乎情況而定）之名義在認可財務機構、核准保管人、或另一獲發牌進行證券或其他資產交易之中介人所開立之帳戶；或

- 10.2.3 register in the name of the Client on whose behalf the collateral has been received, the Company or an associated entity.

以客戶（在該等證券，證券抵押品是代客戶收取之情況下），本公司或本公司有聯繫實體之名義登記。

- 10.3 Any Assets or collateral held by the Company, any associated entity of the Company, banker, institution, custodian or intermediary pursuant to Clauses 10.1 and 10.2 hereof shall be at the sole risk of the Client, and the Company and the relevant associated entity, banker, institution, custodian and intermediary shall be under no obligation to insure the Client against any kind of risk, as such obligation shall be the sole responsibility of the Client.

客戶必須單獨承擔客戶根據此條款及條件之第 10.1 及 10.2 條將任何證券或其他資產抵押品交付予本公司、本公司之有聯繫實體、銀行、機構、保管人或中介人保管所產生之風險。本公司及有聯繫實體、銀行、機構、保管人或中介人均無責任就任何風險替客戶購買保險，而購買保險之責任全屬客戶。

- 10.4 If in relation to any Assets deposited with the Company which are not registered in the Client's name, any dividends or other distributions or benefits accrue in respect of such Assets, the Account(s) shall be credited (or payment made to the Client as may be agreed) with the proportion of such benefit equivalent to the proportion of the securities held on behalf of the Client out of the total number or amount of such securities.





凡存放於本公司但不以客戶名義登記之證券或其他資產所產生之任何紅利、分紅或利益，本公司將以代客戶所持證券或其他資產佔此等證券或其他資產之總持量或總額之比例計算其利益之部份撥歸帳戶（或者按協定付款給客戶）。

- 10.5 If in relation to any Assets deposited with the Company but which are not registered in the name of the Client, and loss is suffered by the Company, the Account(s) may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equivalent to the proportion of the Assets held on behalf of the Client out of the total number or amount of such Assets.

凡存放於本公司但不以客戶名義登記之證券證券，如本公司蒙受損失，本公司將以代客戶所持證券或其他資產佔此等證券或其他資產總持量或總額之比例計算從帳戶扣除損失（或者由客戶按協定付款予本公司）。

- 10.6 Except as provided in Clauses 10.7 and 21.1 hereof, the Company shall not, without the Client's oral or written direction or standing authority under the Client Securities Rules, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of Client's Assets collateral for any purpose.

除此條款及條件之第 10.7 及 21.1 條所說明，本公司在未有獲得客戶根據客戶證券規則所作出之口頭或書面指示或常設授權不得將客戶的任何證券或證券抵押品或其他資產存放，移轉，借出，質押，再質押或為任何其它目的以其它方式處理。

- 10.7 The Company is authorized, pursuant to section 6(3) of the Client Securities Rules, to dispose, or initiate a disposal by its associated entity, of any of the Client's Assets or collateral (and the Company shall have absolute discretion to determine which Assets or collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of the Client to the Company, the associated entity or a third person.

本公司獲授權根據客戶證券規則第 6(3) 條處置或促使本公司之有聯繫實體處置客戶之任何證券或證券抵押品的權利，（本公司擁有絕對酌情權決定處置客戶那一種證券或證券抵押品）以履行由客戶或代客戶對本公司、有聯繫實體或其它第三者負有的任何法律責任。

- 10.8 The obligations of the Company to deliver, to hold in safe custody or otherwise or to register in the Client's name, Assets purchased or acquired by the Company on the Client's behalf shall be satisfied by the delivery, the holding or registration in the Client's name or the Client's nominee of Assets of the same class, denomination and nominal amount as, and rank pari passu with, those originally deposited with, transferred to or acquired by the Company on the Client's behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company shall not be bound to deliver or return Assets which are identical with such Assets in terms of number, class denomination, nominal amount and rights attached thereto.

本公司有關交付、持有作保管或以其他方式或以客戶名義登記為代客戶購買或取得之證券或其他資產等責任，可由本公司將原先存放於或轉讓予本公司或本公司代客戶取得之證券或其他資產具有相同等級、面值、面額和享有同等權益之證券或其他資產交付、持有或以客戶名義或客戶之代名人義登記，以履行前述之責任（期間可能出現的資本重組影響），但本公司不須交付或歸還在數量、級別、面價、面額和附帶權益方面跟此等證券或其他資產完全一樣的證券或其他資產。

## 11. MONIES IN THE ACCOUNT 帳戶款項

Subject to the provisions of the Securities and Futures Ordinance and the rules made thereunder (including without limitation the Client Money Rules) and the Client Money Standing Authority, the Company shall be entitled to deposit or transfer any of the monies held in the Account(s) or received for or on the account of the Client with or to or interchangeably between one or more segregated account(s) in Hong Kong each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules and/or may transfer such monies to an overseas account at the discretion of the Company.

在符合證券及期貨條例及有關之規則（包括但不限於《證券及期貨（客戶款項）規則》）及客戶款項常設授權之前提下，本公司有權把在一個或多個帳戶內持有或代客戶接收之任何款項存放於或轉移至由本公司所開立並持有設於香港之一個或多個獨立帳戶內或於該等帳戶間互相轉移，而該等獨立帳戶須指定為信託帳戶或客戶帳戶，並在一所或多所認可財務機構及/或證監會以《證券及期貨（客戶款項）規則》（香港法例第571I章）第4條為目的而批准的其他一個或多個人士及/或行使酌情權轉移該等款項至一個海外帳戶。

## 12. STANDING AUTHORITY 常設授權

- 12.1 The Client Money Standing Authority covers money held or received by the Company in Hong Kong in one or more segregated account(s) on the Client's behalf ("**Monies**"). Segregated account(s) including any account(s) designated as client account(s) established and maintained in or outside Hong Kong.

客戶款項常設授權涵蓋本公司為客戶在香港收取或持有並存放於一個或多個獨立帳戶內的款項（下稱「款項」）。獨立帳戶包括在香港或香港以外地方設立及維持並標明為客戶帳戶之任何帳戶。

- 12.2 The Client authorizes the Company to:

客戶授權本公司：

- 12.2.1 combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to the Company,



## PANDOFINANCE

whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and

組合或合併本公司所持有之任何或全部獨立帳戶，無論任何性貨、單獨或共同擁有，而本公司可將該等獨立帳戶內任何數額之款項於各帳戶間作出轉移，以履行客戶對本公司的義務或法律責任，不論此等義務和法律責任是確實、或然、主要或抵押、有擔保或無擔保、共同或分別；及

- 12.2.2 transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by the Company.  
從本公司於任何時候持有之任何獨立帳戶之間來回調動任何數額之款項。
- 12.2.3 receive and/or hold Monies in any segregated account(s) opened and maintained by the Company with its nominated Assets broker(s) at the Company's own discretion ("**Nominated Broker**") for the purposes of dealing in the Client's transactions; and/or  
存入及/或持有款項於本公司全權所指定的證券或其他資產及/或期貨經紀（“**指定經紀**”）之開設及持續的任何獨立賬戶，以用作客戶之交易；及/或
- 12.2.4 transfer Monies interchangeably between the segregated account(s) opened and maintained by the Company in Hong Kong and the segregated account(s) opened and maintained by the Company with the Nominated Broker.  
從本公司在香港設立的獨立賬戶及指定經紀在獨立賬戶之間來回調動。
- 12.3 The Client Securities Standing Authority is in respect of the treatment of the Client's Assets or collateral as set out below in this Clause 12.  
客戶證券或其他資產常設授權是有關處置客戶之證券或證券抵押品或其他資產，詳列於此條款及條件之第 12 條。
- 12.4 The Client authorises the Company to:  
客戶授權本公司：
- 12.4.1 deposit any of the Client's collateral with an authorized financial institution as collateral for financial accommodation provided to the Company;  
將任何客戶之證券抵押品或其他資產存放於認可財務機構，作為該機構向本公司提供財務通融之抵押品；
- 12.4.2 deposit any of the Client's collateral with HKSCC as collateral for the discharge and satisfaction of the settlement obligations and liabilities of the Company. The Client understands that HKSCC will have a first fixed charge over the Client's Assets to the extent of the obligations and liabilities of the Company;  
將任何客戶之證券抵押品或其他資產存於香港結算，作為抵押品，以履行並完成本公司之結算責任與義務。客戶明白香港結算因應本公司之責任與義務而對客戶之證券或其他資產設定第一固定押記；
- 12.4.3 deposit any of the Client's Assets collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in Assets, as collateral for the discharge and satisfaction of the settlement obligations and liabilities of the Company; and  
將任何客戶之證券抵押品或其他資產存於任何其它的認可結算所或任何其它獲發牌或獲註冊進行證券或其他資產交易的中介人，作為履行本公司在交收上的義務和清償本公司在交收上的法律責任之抵押品；
- 12.4.4 apply or deposit any of the Client's collateral in accordance with Clauses 12.4.1, 12.4.2 and/or 12.4.3 above if the Company provides financial accommodation to the Client in the course of dealing in Assets and also provides financial accommodation to the Client in the course of any other regulated activity for which the Company is licensed.  
如本公司在進行證券或其他資產交易及本公司獲發牌或獲註冊進行之任何其它受規管活動過程中向客戶提供財務通融，即可按照上述第 12.4.1、第 12.4.2 及/或第 12.4.3 條所述運用或存放任何客戶之證券或其他資產抵押品。
- 12.5 The Client acknowledges and agrees that the Company may do any of the things set out in Clauses 12.2 and 12.4 without giving the Client notice.  
客戶確認並同意本公司可不向客戶發出通知而採取上述第 12.2 條及 12.4 條之行動。
- 12.6 The Client also acknowledges that:  
客戶同時確認：
- 12.6.1 the Client Money Standing Authority is given without prejudice to other authorities or rights which the Company may have in relation to dealing in Monies in the segregated accounts; and  
此客戶款項常設授權並不損害本公司可享有有關處理該等獨立帳戶內款項之其它授權或權利；及
- 12.6.2 the Client Securities Standing Authority shall not affect the right of the Company to dispose or initiate a disposal by the Company or its associated entity of the Client's Assets or collateral in settlement of any liability owed by or on behalf of the Client to the Company, the associated entity or a third person.



## PANDOFINANCE

客戶證券或其他資產常設授權不影響本公司為履行由客戶或代客戶對本公司、本公司之有聯繫實體或第三者所負之法律責任，而處置或促使本公司或本公司之有聯繫實體處置客戶之證券或證券或其他資產抵押品的權利。

- 12.7 The Client understands that a third party may have rights to the Client's Assets, which the Company must satisfy before the Client's Assets can be returned to the Client.  
客戶明白客戶之證券或其他資產可能受制於第三者之權利，本公司須全數抵償該等權利後，方可將客戶的證券退回客戶。
- 12.8 Each of the Client Money Standing Authority and the Client Securities Standing Authority is valid for a period of 12 months from the date of this Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules or Client Securities Rules (as the case may be) referred to in Clause 12.10.  
受此條款及條件之第 12.10 條指明按照客戶款項規則或客戶證券或其他資產規則由客戶續期或當作已被續期之前提下，客戶款項常設授權及客戶證券或其他資產常設授權（視乎屬何情況而定）之有效期為自本協議書之日期起計十二個月。
- 12.9 Each of the Client Money Standing Authority and the Client Securities Standing Authority may be revoked by the Client giving the Company written notice at the address of the Company specified in the Account Opening Application 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 14 days from the date of actual receipt of such notice by the Company.  
客戶可撤銷款項常設授權及證券或其他資產常設授權，客戶可按開戶申請表內列明之公司地址或該等為此目的之其它地址以書面方式通知本公司。該等通知之生效日期為本公司收到該等通知後之 14 日起計。
- 12.10 The Client understands that each of the Client Money Standing Authority and the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least 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.  
客戶明白本公司若在客戶款項常設授權及客戶證券或其他資產常設授權之有效期屆滿之 14 日前，向客戶發出書面通知，提醒客戶有關之常設授權即將屆滿，而客戶沒有在該等常設授權屆滿前反對該等常設授權續期，客戶款項常設授權及客戶證券或其他資產常設授權應當作在不需要客戶的書面同意下按持續之基準已被續期。

### 13. INTEREST ON DEBIT BALANCE 借方結餘之利息

- 13.1 The Client undertakes to pay interest to the Company in respect of any debit balance on any account from time to time opened in the name of the Client and maintained with the Company pursuant to this Agreement, or on any amount otherwise owing to the Company at any time at such rate as may be determined and notified from time to time by the Company to the Client.  
客戶承諾，隨時按本公司不時規定及通知之利率，就按本協議不時在本公司以客戶名稱開設或設置之任何帳戶內任何借方結餘或欠下本公司之任何債務，給本公司支付利息。
- 13.2 Such interest shall accrue on a daily basis and shall be payable on a monthly basis or upon any demand being made by the Company.  
該利息將逐日累計，並且應每月或按本公司要求之任何日期支付。

### 14. INTEREST ON CREDIT BALANCE 貸方結餘之利息

- 14.1 The Company shall pay interest on the credit balance of the Account for trading in Assets at such rate and under such conditions as the Company may determine and notify the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuations and may be different from the rates of interest paid by bank(s) on the trust account(s) where such credit balances are held by the Company on the Client's behalf.  
本公司按不時決定及通知客戶之利率及條件向為證券或其他資產交易而開立之帳戶之貸方結餘支付利息。客戶確認並同意該利率是浮動而有別於銀行支付予本公司為客戶所持有之信託帳戶之利率。

### 15. CONFLICT OF INTERESTS 利益衝突

- 15.1 The Company and its directors, officers or employees may trade on its/their own account subject to compliance with the applicable regulatory requirements.  
本公司及其董事、主管或僱員均可為其本人(等)經營買賣交易，惟必須受適用法規所規範。
- 15.2 The Company may buy, sell, hold or deal in any Assets or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of its other clients.  
本公司可以購買、出售、持有或交易任何證券或其他資產或採取與客戶指令相反的立場，無論是為自己或代其他客戶辦事。
- 15.3 The Company may match the Client's orders with those of other clients.  
本公司可以將客戶之指令與其他客戶之指令進行配對。
- 15.4 The Company may effect transactions in Assets where the Company or any of its Affiliates has a position in the securities or is involved with those Assets as underwriter, sponsor or otherwise.



即使本公司或任何關聯實體持有證券或其他資產或以包銷商、贊助商或其他身分牽涉其中，本公司仍然可以進行該等證券或其他資產之交易。

- 15.5 In any of the above-mentioned events the Company shall not be obliged to account for any profits or benefits obtained.

在上述任何事件中，本公司無須為獲取的任何利潤或利益作出解釋。

## 16. REPRESENTATIONS AND WARRANTIES 陳述及保證

- 16.1 The Client hereby represents and warrants to the Company on a continuing basis that.-

客戶特此向本公司作出以下持續的陳述及保證：

- 16.1.1 (in case of a corporation) it is validly incorporated and existing under the laws of its place of incorporation and has full power and capacity to enter into and perform its obligations hereunder; its entry into this Agreement has been duly authorized by its governing body and is in accordance with the memorandum and articles of association or by-laws as the case may be of the Client;

(若果客戶是一法團) 它是有效地根據當地之法律成立並現存於成立所在國，且具有充分之權力及能力訂立及履行本協議下之責任；其訂立本協議亦已獲其理事機構恰當授權，並已按照其組織章程大綱及細則或則例之規定(視乎屬何情況而定)；

- 16.1.2 neither the signing, delivery or performance of this Agreement nor any instructions given hereunder will contravene or constitute a default under any existing applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which the Client or any of the Client's Assets is bound;

本協議之簽署、遞交或履行合約及按本協議發出之任何指示均不會觸犯或違反任何現存適用法律、法規、條例、規則、規例或判令，亦不會超越任何客戶或其資產之任何部分所受約束之限制；

- 16.1.3 save as otherwise disclosed to the Company in writing, all transactions to be effected under this Agreement are for the benefit of the Client and no other party has any interest therein;

除非另向本公司以書面作出相反披露，本協議下一切交易均為客戶之利益而完成，其他人士不能在交易中享有任何利益；

- 16.1.4 subject to any Assets interest of the Company created pursuant to any agreement between the Client and the Company, all Assets provided by the Client for selling or crediting into the Account(s) are fully paid with valid and good title and whose legal and beneficial titles are owned by the Client;

除了根據客戶與本公司之間任何協議所產生並屬於本公司之抵押品權益，一切由客戶提供用作出售或存入帳戶之證券或其他資產均應為已繳足價款，且具有有效及良好之擁有權，客戶並擁有此等證券或其他資產之法定及實益擁有權；

- 16.1.5 the information contained in the Account Opening Application or other information supplied by or on behalf of the Client to the Company in connection with the Account(s) is complete, true and correct. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received by the Company;

「開戶申請表」內的資料或由客戶或授權人代表客戶就帳戶向本公司提供之其他資料均是完整、真實及正確。在未收到客戶任何更改資料之書面通知前，本公司均依賴上述資料；

- 16.1.6 the Client understands the nature and suitability for its purposes of the types of transactions contemplated by these terms and conditions and the risks involved in them, and that it has sufficient experience to assess the suitability of such transactions;

客戶對按照此條款及條件各類擬進行之交易均明白及理解其性質、並能預期是否合適以達該目的及所涉的風險，並具足夠經驗評定該等交易是否合適；

- 16.1.7 the Client will enter into Transactions in reliance only on its own judgment and without reliance on any advice or views from the Company as to likely future market movements or the benefits or risks involved in such transactions; and

客戶將進行之交易，乃純粹自行判斷未來市場走勢或該等交易涉及之利益或風險，而非依賴本公司就此提供之任何建議或觀點；及

- 16.1.8 the Client enters into this Agreement with the Company, and subject to these terms and conditions will enter into Transactions as a principal trading on its own behalf and not as trustee or agent.

客戶與本公司訂立本協議，並於此等條款及條件約束下以當事人而非信託人或代理人身份進行交易。

- 16.2 If the Client effects Transactions for the account of his client(s), whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of the Client, the Client hereby agrees that, in relation to a Transaction where the Company has received an enquiry from SEHK, and/or SFC (collectively, the "Hong Kong Regulators"), the following provisions shall apply:

凡客戶為其客人進行交易，不論是否被其客人全權或非全權委託、以代理人身份或以當事人身份與其客人進行對盤交易，客戶同意若本公司接獲聯交所及/或證監會（「香港監管機構」）查詢交易而言，須遵守下列規定：



- 16.2.1 Subject to as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of his client(s) or person(s) for whose account the transaction was effected and (so far as known to the Client) of the person(s) with the ultimate beneficial interest in the transaction. The Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the Client/the ultimate beneficiary) who originated the transaction.  
除下文規定，客戶須按本公司要求（此要求應連同香港監管機構之聯絡詳情），立即知會香港監管機構有關所進行交易之帳戶所屬客人及（據客戶所知）該宗交易之最終受益人之身份、地址、職業及聯絡資料。客戶亦須知會香港監管機構任何發起有關交易之第三者（如與客人/最終受益人不同者）之身份、地址、職業及聯絡資料。
- 16.2.2 If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust:  
若客戶是為籌集投資計劃、全權委託帳戶或全權信託進行交易：
- (a) the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction.  
客戶須按本公司要求（該要求應連同香港監管機構之聯絡詳情），立即知會香港監管機構有關該名代表該計劃、帳戶或信託向客戶發出交易指示的人士之身份、地址、職業及聯絡資料。
- (b) the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.  
客戶在其全權代表該計劃、帳戶或信託進行投資酌情權力已被撤銷時須盡快可行之情況下通知本公司。在客戶全權代客人投資酌情權力已被撤銷之情況下，客戶須按本公司要求（該要求應連同香港監管機構之聯絡詳情），立即知會香港監管機構有關該名/或多名曾向客戶發出指示之人士之身份、地址、職業及聯絡資料。
- 16.2.3 If the Client is a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as practicable, inform the Company when his discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.  
若客戶是一籌集投資計劃、全權委託帳戶或全權信託，而客戶、其主管或僱員就某一交易擁有之酌情權力已被撤銷時，客戶須在盡快可行的情況下通知本公司有關其投資酌情權何時已被撤銷。在客戶代客之投資酌情權力已被撤銷之情況下，客戶須按本公司要求（該要求應連同香港監管機構之聯絡詳情），立即知會香港監管機構有關該名/或多名曾向客戶發出有關交易指示之人士的身份、地址、職業及聯絡資料。
- 16.2.4 If the Client is aware that his client is acting as intermediary for its underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, the Client confirms that:  
若客戶知悉其客人乃為其本身客戶之中介人進行交易，但客戶並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則客戶確認如下：
- (a) the Client has arrangements in place with his client which entitle the Client to obtain the information set out in Clauses 16.2.1 to 16.2.3 above from his client immediately upon request or procure that it be so obtained; and  
客戶須與其客人作出安排，讓客戶可按要求立即向其客人取得此條款及條件第 16.2.1 及/或 17.2.3 分條之資料，或促使取得有關資料；及
- (b) the Client will, upon request from the Company in relation to a transaction, promptly request the information set out in Clauses 16.2.1 to 16.2.3 above from his client on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators as soon as it is received from his client or procure that it be so provided.  
客戶將按本公司就有關交易提出的要求，立即要求或促使向客戶發出交易指示的客人提供此條款及條件第 16.2.1 及/或 16.2.3 分條之資料，及在收到客人之客戶所提交的資料後即呈交予香港監管機構。



16.2.5 The above terms shall continue in effect notwithstanding the termination of this Agreement.

上述條款即使在本協議書終止後仍繼續生效。

16.3 The Client undertakes to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by the Company for the performance or implementation of this Agreement or any part thereof.  
客戶承諾會履行、簽署和簽立一切本公司為本協議或其任何部分之履行或執行而要求的行為、協議或任何文件。

16.4 The Client must notify the Company when a sale order relates to Assets which the Client does not own, i.e. where it involves short selling (including where the Client has borrowed stock for the purposes of the sale). The Client acknowledges and agrees that no short selling orders will be accepted by the Company, and the Client should provide the Company with such confirmation, documentary evidence and assurance as the Company deems necessary to show that the Client has a presently exercisable and unconditional right to vest such Assets in the purchaser before placing any short selling order.

倘客戶沽售任何並非其已持有之證券或其他資產（即賣空），包括客戶為沽售而借入的證券或其他資產，則客戶必須通知本公司。客戶確認並同意，除非客戶向本公司提供本公司認為必要之該等確認書、證明文件及保證，以證明客戶在賣空前確有可將該等證券或其他資產轉歸於其購買人的名下（且為即時可供行使及無條件）之權利，否則本公司將不會接納賣空指示。

16.5 The Client agrees not to pledge or charge any Assets or monies forming part of any Account(s) without the prior consent of the Company, or to sell, grant an option over, or otherwise deal in any Assets or monies forming part of the Account(s).

客戶同意，在未取得本公司同意之前，不會質押或抵押組成任何帳戶內之任何證券或其他資產或款項，或者出售、授贈優先購買權或以其他方式處置帳戶內之任何證券或其他資產或款項。

16.6 The Company and the Client undertake to inform each other of any material change to the information provided in this Agreement. In particular, the Company and the Client agree that:

本公司及客戶承諾，倘若本協議所提供之數據有任何重大變動，將通知對方。本公司及客戶尤其同意：

16.6.1 the Company will notify the Client of any material change to its business which may affect the services provided by the Company to the Client; and

倘若本公司業務出現任何重大變動，而該等變動可能影響本公司向客戶提供之服務，則本公司將會通知客戶有關變動；及

16.6.2 the Client will notify the Company of any change of name and address and provide supporting documents as reasonably required by the Company.

客戶將通知本公司有關其姓名及地址之任何變動，並按本公司合理之規定提供證明文件。

## 17. WAIVER 豁免

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

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

## 18. ASSIGNMENT 轉讓

18.1 The Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any rights or obligations under this Agreement to any person without the prior written consent of the Company. Subject to the applicable laws and regulations, the Company may assign, sub-contract, delegate, transfer or otherwise dispose of any of its rights and obligations under this Agreement as the Company may deem fit.

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

18.2 In the event that the Company consolidates, amalgamates, reorganizes or transfers its business to another entity, the Company may assign any of the rights and obligations under this Agreement to such entity. The Company shall give the Client notice which will specify a date upon which the assignment will become effective. The date of assignment will be at least ten (10) days after the date of the notice. Such assignment will have the effect of creating a novated agreement between the Client and the entity to which such rights or obligations are assigned. The Client hereby consents to such assignment of this Agreement by the Company.

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

19. **TIME 時間**

It is acknowledged and agreed that time shall be of the essence in relation to any payment or delivery required by this Agreement (including the provision by the Client of any margin).

客戶確認並同意於本協議下所要求之有關付款或交收(包括客戶之保證金規定)，時間將視為要素。

20. **INDEMNITY 彌償**

20.1 Neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any of the losses, expenses or damage suffered by the Client as a result of:

本公司、其任何董事、僱員或代理人在法律上均不須負責(不管是疏忽或其他)客戶因以下事件而蒙受之任何損失、開支或損害：

20.1.1 the Company acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by the Company or by any of its directors, employees or agents; or

本公司執行或倚賴客戶發出的任何指示，論客戶是否已聽取本公司或其任何董事、僱員或代理人之推薦、忠告或意見後發出該等指示；或

20.1.2 any condition or circumstances which are beyond the reasonable control or anticipation of the Company, its directors, employees and agents, including but not limited to any delays in the transmission of orders due to disruption, breakdown, failure or malfunction of transmission of communication facilities, failure of electronic or mechanical equipment, telephone or other interconnection problems, prevailing fast market conditions, governmental agency or exchange actions, theft, war (whether declared or not), severe weather, earthquakes and strikes; or

出現不受本公司、其董事、僱員及代理人合理操控或預期之條件或情況，此等條件或情況包括但並不限於通訊設備中斷、故障、失靈或障礙引致之指示傳送延誤，電子、機械設備、電話故障或其他連接問題，未獲授權使用交易密碼，市場持續急劇變化，政府機構或交易所之行動，盜竊，戰爭(不論宣戰與否)，惡劣天氣，地震以及罷工；或

20.1.3 the Company exercising any or all of its rights conferred by the terms of this Agreement; or

本公司行使本協議條款所賦予之任何或全部權利；或

20.1.4 any conversion of one currency to another pursuant to in relation to or arising from this Agreement.

根據、關於或出於本協議而將某一貨幣兌換成另一貨幣。

20.2 The Client undertakes to indemnify and keep the Company indemnified in respect of any of the costs, claims, demands, damage and expenses whatsoever which may be reasonably and properly suffered or incurred by the Company directly or indirectly arising out of or in connection with any transaction entered into by the Company as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Company in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to the Company, on demand, all costs and expenses (including legal expenses on a full indemnity basis) reasonably and properly incurred by the Company in the enforcement of any of the provisions of this Agreement.

客戶承諾就本公司可能直接或間接蒙受或承擔的任何費用、索償、要求、損害和開支，彌償本公司和使之獲得彌償，前述各項所指是那些由於或關於任何本公司以客戶代理人身分進行之任何交易或由於本公司依照本協議條款或客戶任何指示或傳達之意願作出或未有作出的事情而引起之任何費用、索償、要求、賠償和開支。客戶亦同意即時支付本公司因強制執行本協議任何條款而遭致之所有賠償、費用及開支(根據全數彌償基準計出之法律費用)。

20.3 The Client undertakes to indemnify and keep indemnified the Company and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder, including any costs reasonably and necessarily incurred by the Company in collecting any debts due to the Company or in connection with the closure of the Account(s).

客戶承諾就任何由於或關於客戶違反其在本協議內之責任而引起的損失、費用、索償、法律責任或開支，彌償本公司及其主管、僱員和代理人及使之獲得彌償，當中包括本公司為了追討任何客戶欠下本公司之債務或關於結束帳戶而承擔之任何合理及必須的費用。

20.4 The above terms shall continue to take effect notwithstanding the termination of this Agreement.

上述條款即使在本協議書終止後仍繼續生效。

21. **SETTLEMENT 結算**

21.1 The Client shall pay to the Company in cleared funds any money required for the purchase of Assets and/or commodities or shall deliver to the Company the certificates or documents of title or procure the transfer of Assets held in CCASS required for the sale of Assets and/or procure the transfer of commodities required for the sale of commodities (as the case may be), in each case at any time demanded by the Company (even if required to be paid and/or delivered earlier than the settlement date), and the Client shall take all necessary action to enable due settlement and/or delivery in respect of such purchase and sale in accordance with the Market Requirements. Should the Client fail to do so, the Company is hereby authorised:

客戶須以結算資金支付本公司以購買證券及/或商品或其他資產，或交付沽出證券或其他資產擁有權之證書或文件予本公司，或促使沽售證券或其他資產於中央結算系統中之證券或其他資產得以轉讓，及/或促使沽出商品得以轉讓（視情況而定），上述每一種情況下本公司均可於任何時間提出要求（即使要求在交收日之前支付及/或交付亦然），而客戶應採取所有必須之行動，以便該等購買及沽售可按市場規定作出恰當之結算及/或交付。倘客戶未能遵照上述規定，則本公司特此被授權：

- 21.1.1 in the case of a purchase transaction, to transfer or sell any such purchased Assets to satisfy the Client's obligations to the Company; or  
倘若是一宗購買交易，轉讓或沽售任何該等買入之證券及/或其他資產，以償還客戶對本公司之責任；或
- 21.1.2 in the case of a sale transaction, to borrow and/or purchase such sold Assets to satisfy the Client's obligations to the Company.  
倘若是一宗沽售交易，借入及/或購買該等沽出證券及/或其他資產，以償還客戶對本公司之責任。
- 21.2 If the Company has to obtain Assets and/or commodities which the Company has purchased on behalf of the Client in the open market, following the failure of the selling broker to deliver on the settlement date, the Client shall be responsible for any difference in prices and all incidental expenses in connection with such open market purchase.  
倘若本公司因賣方經紀未能在交收日交付證券及/或商品或其他資產，導致本公司必須在公開市場代客戶取得該證券及/或商品或其他資產，客戶應負責支付任何差價以及在公開市場上購買該證券及/或商品或其他資產所引致之一切附帶開支。
- 21.3 In case of the sale of any commodity or other property by the Company at the direction of the Client and the inability of the Company to deliver the same to the purchaser by reason of the Client's failure to supply the Company therewith, the Client shall be responsible for any loss which the Company may sustain thereby, any premiums which the Company may be required to pay, or for any loss which the Company may sustain by reason of the inability of the Company to borrow the Assets or other property sold.  
倘若本公司根據客戶指令沽出任何商品或財產，但由於客戶無法交出該商品或財產而導致本公司未能向買家交付，則客戶應當負責承擔本公司所蒙受之相應損失、本公司可能要支付的任何溢價，或本公司由於無法借得證券或其他資產而蒙受的任何損失。

## 22. EVENTS OF DEFAULT 違約事件

- 22.1 Any one of the following events shall constitute an event of default ("Event of Default"):  
下述任何一事情均構成違約事件（「違約事件」）：
- 22.1.1 the Client's failure to pay any deposits, margins or any other sums payable to the Company or submit to the Company any documents or deliver any Assets to the Company hereunder, when called upon to do so or on due date; .  
當被要求或於到期時，客戶未能支付按金、保證金或其他款項予本公司，或未能按本協議將任何有關文件呈交本公司或將任何有關證券或其他資產交付本公司；。
- 23.1.2 default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchanges and/or Clearing Houses;  
客戶未有恰當地履行本協議任何條款及遵守適當的該（等）交易所及/或結算所之則例、規例和規則；
- 22.1.3 the filing of a petition for bankruptcy, winding up or the commencement of other proceedings against the Client;  
任何人士針對客戶向法院申請破產呈請、清盤或進行其他之法律程序；
- 22.1.4 the death of the Client (being an individual);  
客戶之死亡（作為個人）；
- 22.1.5 the levy or enforcement of any attachment, execution or other process against the Client;  
針對客戶徵取或強制執行任何扣押、判決之執行或其他程序；
- 22.1.6 any representation or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading;  
客戶於本協議或其他文件向本公司作出之任何陳述或保證是或變成不真確或誤導；
- 22.1.7 any consent, authorisation or board resolution required of the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;  
客戶（作為公司或合夥商號）簽訂本協議所需之任何同意、授權或董事會決議全部或部分被撤回、暫停、終止或不再具有十足效力及作用；
- 22.1.8 the occurrence of any event which, in the sole opinion of the Company, might jeopardize any of the rights of the Company under this Agreement;  
出現任何本公司單方面認為可能會損害其於本協議下任何權利之事件；
- 22.1.9 the receipt by the Company of a notice of any dispute as to the validity of any order or instruction from the Client and/or any Assets;





## PANDOFINANCE

本公司收到有關任何客戶指令或指示及/或任何證券、期貨或期權合約或其他資產之有效性之任何爭議之通知；

- 22.1.10 the continued performance of any contract under this Agreement and/or the continued performance of this Agreement ceasing to be legal or claimed by any government authority to be illegal; and  
持續履行任何根據本協議之合約及/或持續履行本協議不再合法，或任何政府部門聲稱為非法；及
- 22.1.11 the Client having defaulted on or committed a breach of the terms and conditions of this Agreement.  
客戶有拖欠或犯有違反本協議之條款及條件。
- 22.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client, the Company shall be entitled to:  
若果出現違約事件，在不影響其他權利或賠償前提下，本公司可採取下述行動而不需向客戶另行通知：
- 22.2.1 immediately close the Account(s);  
即時終止帳戶；
- 22.2.2 terminate all or any part of this Agreement;  
終止本協議之全部或任何部分；
- 22.2.3 satisfy any obligation the Client may have to the Company (either directly or in exercise of the rights under guarantee or surety) out of any margin and/or property belonging to the Client in the custody or control of the Company, and any Assets and collateral deposited with the Company;  
運用任何屬於客戶而由本公司保管或控制之保證金或財產，及任何存放於本公司之證券及抵押品或其他資產，以清償客戶欠負本公司之任何義務（不論直接或行使擔保或保證書之權利）；
- 22.2.4 liquidate any, some or all of the Client's open long positions and short positions in respect of any Transactions;  
代為結算任何或全部未平倉之長倉及短倉之交易；
- 22.2.5 cancel all or any outstanding order or any other commitments made on behalf of the Client;  
取消任何或全部未執行之指令或任何其他代客戶作出的承諾；
- 22.2.6 call upon, realize, retain, appropriate and utilize the benefit of any margin or any Assets including but not limited to any guarantees and letter of credit which may have been issued to or in favour of the Company as Assets for the relevant Account(s);  
要求、變現、保存、取用及運用任何保證金或抵押的利益，包括但不限於作為有關帳戶的抵押而發給本公司或讓本公司受益的任何擔保或信用證；
- 22.2.7 subject to Clauses 10.6 and 10.7 hereof, dispose of any or all Assets held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company;  
受此條款及條件第 10.6 及 10.7 條所制約下，出售為或代客戶持有之任何或部分證券及其它財產或其他資產，並將所得款項及任何寄存現金用來清繳欠本公司之一切未償還餘額；
- 22.2.8 combine, consolidate and set-off any or all Accounts of the Client in accordance with Clause 28 hereof;  
按照此條款及條件第 28 條合併、綜合及抵銷客戶之任何或全部帳戶。
- 22.3 In the event of any sale or liquidation pursuant to this Clause:  
依照本條款作出任何出售或平倉時：
- 22.3.1 the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has already used reasonable endeavors to sell or dispose of the assets and/or any part thereof at the then available market price;  
本公司不須負責由於種種原因導致之任何損失若本公司已經作出合理努力，以當天市價出售或處置部分或全部證券及/或其他資產；
- 22.3.2 the Company will exercise its absolute discretion in determining the time to sell or dispose of the assets and the Company shall not be responsible for any resulting loss if any;  
本公司將行使絕對酌情權決定何時出售或處置部分或全部證券及/或其他資產，如因此導致任何損失，本公司概不負責；
- 22.3.3 the Company shall be entitled to appropriate to itself or sell or dispose of the assets and/or close out or liquidate any futures or option contract or any part thereof at the current price to the Company without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company; and  
本公司有權以現價自行分配予本公司或出售或轉讓部分或全部之證券或其他資產予本公司及/或將任何期貨或期權合約或其任何部份平倉或斬倉，而不須負責因此導致之損失，亦不須交代因此獲得之任何利潤；及
- 22.3.4 the Client undertakes to pay to the Company any deficiency if the net proceeds of sale or net proceeds realized pursuant to Clause 23.2 hereof shall be insufficient to cover all the outstanding balances owing by the Client to the Company.  
倘若按此條款及條件第 23.2 條出售所得淨收益或斬倉所得淨收益不足抵償客戶欠本公司之所有欠款，客戶承諾支付本公司任何差額。



22.4 Any of the actions mentioned in Clause 23.2 hereof may be taken by the Company without making any prior demand for margin or additional margin, regardless of whether a demand for margin has ever been made at all, or whether any prior demand for margin has been satisfied, or without prior notice of sale or purchase or other notice to the Client (as the case may be). In liquidating the Client's long or short positions the Company may, at its absolute discretion, sell or purchase in the same contract month or initiate new long or short positions in order to establish a spread or straddle as the Company deem necessary or advisable to protect existing positions in the Client's Account(s). Any sale or purchase hereunder may be made at the Company's absolute discretion on any relevant market or at public auction or at a private sale and the Company may purchase the whole or any part thereof free from any right of redemption. It is hereby agreed and declared that in all cases, a prior demand or call or prior notice of the time and place of a sale or purchase shall not be considered a waiver of the Company's right to sell or buy without demand or notice as herein provided. The Client shall at all times be liable for the payment of any debit balance of the Client's Account(s) upon demand by the Company, and in all cases, the Client shall be liable for any deficiency remaining in the Client's Account(s) in the event of the liquidation thereof in whole or in part initiated by the Company or by the Client.

本公司可毋須事先要求繳付保證金或額外保證金而採取此條款及條件第 23.2 條所述之任何行動，不論本公司有否要求繳付保證金，亦不論客戶有否繳清事先要求之保證金，或本公司有否向客戶發出事先買賣通知或其他通知（視乎情況而定）。在代客戶的長倉或短倉平倉之時，本公司可以絕對酌情權決定於同一合約月份內沽出或購入短倉或長倉，或訂立新長倉或短倉，藉以訂立本公司認為需要或合宜的跨價期或馬鞍式組合，從而保障客戶帳戶內現存之買賣盤。本公司可以絕對酌情權決定在任何有關市場或按公開拍賣或私人出售方式作出有關沽出或買入事項，而本公司可買入全部或部分有關買賣盤，免受任何贖回權利制約。現特此同意及聲明，在任何情況下，任何事前要求或催繳，或沽出或買入時間及地點的事前通知並不視作本公司放棄有關毋須要求或通知客戶而進行買賣之權利之規定。客戶須於任何時間應本公司的要求繳付客戶帳戶內任何欠繳結餘，而在任何情況下，客戶須負責其帳戶內因本公司或客戶將有關買賣盤全部或部分平倉後而尚餘的任何不敷之數。

### 23. PROCEEDS OF SALE 出售收益

23.1 Subject to Clauses 10.6 and 10.7 hereof, the proceeds of sale or liquidation of the Account(s) made under Clause 22 hereof shall be applied in the following order of priority and any residue shall be paid to the Client or to the order of the Client:

受此條款及條件第 10.6 及 10.7 條所制約下，按此條款及條件第 22 條款本公司替帳戶出售或斬倉所得收益必須按以下次序分配，任何餘額將支付給客戶或其指定第三者：

23.1.1 payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage fee properly incurred by the Company in transferring and selling all or any of the Assets or properties in the Account(s) or in perfecting title thereto;

支付本公司轉讓或出售帳戶內全部或任何證券或財產或其他資產或完善此等證券或財產之完全產權而引致

的一切費用、收費、法律費用和開支，當中包括印花稅、佣金和經紀費；

23.1.2 payment of all interest due;

支付所有到期利息；

23.1.3 payment of all monies and liabilities due, owing or incurred by the Client, to the Company.

償付本公司，客戶拖欠、欠下或承擔的一切款項和法律責任。

23.2 Subject to the Client Money Rules, any dividends, interest or other payments which may be received or receivable by the Company in respect of any of the Assets may be applied by the Company as though they were proceeds of sale hereunder.

受客戶款項規則所制約下，任何該等證券或其他資產倘若引致本公司可以收取或應收取之任何分紅、利息或其他款項，本公司可視之為本條款述及的出售收益而作出分配。

### 24. FORCE MAJEURE 不可抗力

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

一旦戰爭、恐怖主義活動、革命事件、暴動、統治者之管制、軍事騷動、暴亂、內亂或其他涉及任何國家的類同行動、罷工或停工或拒絕工作或勞工管制、財產被扣押或充公或其他有類同影響的政府行動、政府管制貨幣兌換



或政府管制資金流動或轉移、任何天災、流行性傳染病、全國流行性傳染病、惡意破壞行為、任何交易所之營運遭受擾亂、電腦系統及／或通訊設施故障、或任何其他類同事件發生，而非本公司所能控制之範圍內，導致本公司在履行本協議下其責任時受制肘或阻礙（「**不可抗力事件**」），那時，本公司可作為履行其責任之其他選擇，以絕對酌情權決定：（a）延遲其履行責任直至該不可抗力事件失卻影響力；或（b）倘若須有任何交付或支付，提供或要求現金結算而該結算乃根據發生不可抗力事件前之第二個營業日當日之有關該結算之證券或其他資產或金融工具的現行市價（該現行市價由本公司終論地決定）。本公司不會負責客戶任何因或關於發生不可抗力事件而招致之損失。客戶同意獨自承擔不可抗力事件之風險。

## 25. FOREIGN CURRENCY TRANSACTIONS 外幣交易

25.1 In the event that the Client directs the Company to enter into any transaction on an Exchange or other market on which such transactions are effected in a foreign currency:

倘若客戶指示本公司在交易所或其他市場訂立交易，而該交易以外幣進行，則：

25.1.1 any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client;

所有因匯率波動而引起的損失及利益及風險皆全數由客戶承擔；

25.1.2 all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as the Company may, at the sole discretion of the Company, require from time to time; and

本公司擁有絕對酌情權，可以不時要求客戶以本公司要求之貨幣及款額存入作為保證金之所有首次及其後之款項；及

25.1.3 when such a contract is liquidated, the Company shall debit or credit the Account of the Client in the currency in which such Account is denominated, at a rate of exchange determined conclusively by the Company on the basis of the then prevailing money market rates of exchange between such currencies.

當有關合約被平倉結算，本公司應以帳戶指定貨幣單位，以當時貨幣市場就有關貨幣之兌換率作基準終論性地決定相關兌換率，並於客戶之帳戶內記入欠帳或進帳。

25.2 If the Client maintains a margin account, the Client may be able to trade products denominated in different currencies using a base currency chosen by the Client. Upon purchase of a product denominated in a different currency from the base currency, a margin loan is created to fund the purchase, secured by the Assets in the Client's Accounts. If the Client maintains positions denominated in foreign currencies, the Company will calculate margin requirements by applying exchange rates specified by the Company.

如客戶持有保證金帳戶，客戶可使用一個由客戶選定的基礎貨幣對以不同貨幣計價的產品進行交易。在購買與基礎貨幣不同的計價貨幣產品時，將創建保證金貸款以為購買提供資金，並由客戶帳戶中的資產擔保。如客戶保持以外幣計價的持倉，本公司將利用由其指定的匯率計算保證金要求。

25.2 The Company will apply "haircuts" (a percentage discount on the foreign currency equity amount) to reflect the possibility of fluctuating exchange rates between the base currency and the foreign currency. The Client must closely monitor margin requirements at all times, particularly for positions denominated in foreign currencies, because fluctuation in the currency and the value of the underlying position can cause a margin deficit.

本公司將應用"折扣"(基於外幣股權金額的一個百分比折扣率)以反映基礎貨幣與該外幣之間的匯率波動的可能性。客戶必須隨時密切監視保證金要求，特別是以外幣計價持倉的保證金要求，因為該貨幣與相關證券或其他資產持倉價值的波動可能引起保證金不足。

25.3 The Client agrees that the Company's obligations to the Client shall be denominated in: (i) the Hong Kong dollar; (ii) a currency in which funds were deposited by the Client or were converted at the request of the Client, to the extent of such deposits and conversions; or (iii) a currency in which funds have accrued to the Client as a result of trading conducted on a designated contract market or registered derivatives transaction execution facility, to the extent of such accruals. Information regarding the Client's currency conversions is provided on the client statements provided by the Company.

客戶同意本公司對客戶的責任以下列方式計算：（i）港元；（ii）客戶存入資金或應客戶要求轉換資金的貨幣，以此類存款和轉換為限；或（iii）客戶通過特定的合約市場或合法衍生性商品交易市場投資獲利產生的貨幣。客戶貨幣轉換的相關資訊詳載於本公司客戶結單中。

25.4 The Client acknowledges that conversion of one currency to another may be delayed or services unavailable based on certain transaction conditions, including currency availability, regulatory and foreign exchange issue, service periods or differences in time zones. The Client acknowledges and agrees to bear solely the risk of delay or loss of such currency conversion.

客戶承認，根據某些交易條件，包括貨幣可用性、監管和外匯問題、服務期限或時區差異，可能會無法轉換一種貨幣到另一種貨幣或產生延遲。客戶承認並同意獨自承擔此類貨幣轉換延遲或損失的風險。

25.5 In the event that the Company exercises any of its rights under this Agreement, including without limitation the combination or consolidation of the Accounts or the transfer of client money and such combination, consolidation or transfer or exercise of any other right requiring the conversion of one currency into another, the conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Company) prevailing in such foreign exchange market as determined by the Company to be relevant on the date of such combination, consolidation, transfer or exercise.



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

26. **DISCLOSURES AND REFEREES 披露及諮詢人**

- 26.1 The Company is authorised to make such disclosure of all the accounts and transactions under this Agreement as may be required under the regulations of any relevant market, banking or government authority, if any, or as may be required under any law, regulation, orders or lawful requests including those from the Client's agent without further consent of the Client.

本公司現獲授權，可按任何有關市場、銀行或政府機構之規例（如有）、規定或任何法律、規例、命令或合法要求（包括客戶的代理人的要求）披露本協議所載之一切帳戶及交易資料而毋須客戶同意。

- 26.2 The Company is authorised to contact such referees including employers, banks and other financial institutions as the Company may deem appropriate to verify, clarify or assess the Client's financial position. The Client further authorises any such referee to respond fully to the Company's enquiries.

本公司現獲授權聯絡本公司認為適當之諮詢人（包括僱主、銀行及其他金融機構），藉以核實、釐清或評核客戶之財務狀況。客戶進一步授權任何有關諮詢人詳盡答覆本公司之查詢。

27. **LIEN, SET-OFF AND COMBINATION OF ACCOUNTS 留置、抵銷及合併帳戶**

- 27.1 Subject to the provisions of the Securities and Futures Ordinance and relevant rules made thereunder, including without limitation the Client Securities Rules and the Client Money Rules, the Company 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 the Client, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate any or all of the Client's Accounts (of whatever nature and whether held individually or jointly with others) maintained with the Company and its Affiliates and set-off or transfer any money, Assets or other property standing to the credit of anyone or more of such accounts in or towards satisfaction of the indebtedness, obligations or liabilities of the Client towards the Company 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 the Company to be applicable.

在不抵觸《證券及期貨條例》的條文及根據該條例制定的有關規則（包括但不限於客戶證券規則及客戶款項規則）之情況下，本公司有權並獲授權於任何時間或不時以本公司身份或作為其聯繫實體的代理人身份及毋須通知客戶（即使有清繳帳戶或其他事宜亦然）下而聯合或合併客戶在本公司或其聯繫實體持有的任何或所有帳戶（不論其屬何性質，亦不論個人持有或與他人聯名持有亦然），並可抵銷或轉移任何一個或多於一個有關帳戶貸項所記之任何款項、證券或其他財產，藉以繳清客戶就任何其他帳戶而欠本公司及／或其任何聯繫實體之債務、債項或負債，不論有關債務、債項或負債屬現行或未來，確實或或然，原有或附帶的，分別或共同性，及有抵押或無抵押。若因有關抵銷、綜合、合併或轉移而須將一種貨幣換算成其他貨幣，有關換算將按照本公司最終決定之適用匯率進行。

- 27.2 The Company may hold as Assets and subject to a general lien in its favor all or any of the Client's money, Assets and other property held by the Company until the Client has fully paid the Company or its Affiliates any and all amounts owed.

本公司可將其持有之客戶款項、證券及其他財產作為抵押，並對有關款項、證券及其他財產享有一般留置權，直至客戶將所欠的款項全數付給本公司或其關聯實體為止。

- 27.3 The Client as beneficial owner hereby charges in favour of the Company and each of its Affiliates by way of first fixed charge on all Assets from time to time deposited by the Client or on the Client's behalf with the Company or purchased for or otherwise being held in or by or under the order or control of the Company for the Account or any other account whatsoever, including any and all rights, title and interest, present and future, therein (collectively called "Charged Property") as continuing security for all of the Client's liabilities and obligations due, owing or incurred towards the Company and each of its Affiliates of whatever nature and from time to time and the Client hereby assigns and releases to the Company and each of its Affiliates all such Assets or other property as aforesaid. Subject to the provisions of the Securities and Futures Ordinance and relevant rules made thereunder, should there be an Event of Default as set out in Clause 23 hereof, the Company shall be entitled 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 the Client 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 the Company or any of its Affiliates certifying the amount of indebtedness or outstanding amount due to it by the Client at any time and that the Client has failed to pay the same to it shall be final, conclusive and binding on the Client.

客戶作為實益擁有人 特此以第一固定押記方式抵押就帳戶或任何其他帳戶不時由本公司代客戶存放或由本公司購入或持有或在其命令或控制之所有證券、商品、或其他資產任何保證金或其他財產（包括任何及所有乃屬現在及未來之權利、所有權及權益）（統稱為「抵押財產」）予本公司或其關聯實體作受惠人，作



為客戶不時欠本公司及其關聯實體不論何種性質之負債及債務之持續保證，以及客戶特此把全部上述證券及其他財產轉讓及解除予本公司及其關聯實體。在不抵觸《證券及期貨條例》的條文及根據該條例制定之有關規則的情況下，在發生此條款及條件第 23.1 條所載的違約事件時，本公司有權出售或有關聯實體以其絕對酌情權決定出售之形式及時間及代價，任何抵押財產(不論是否以委託保管形式持有，亦不論押記財產內任何財產之交付是否根據客戶或任何授權人士之指示作出)，及從出售收益中因應需要扣除藉以解除及欠本公司及其關聯實體之債項或未清償之金額。就此而言，由本公司或任何關聯實體所發出之證書，以證明客戶於任何時間之負債或未清償之金額及尚未清付有關款項，應為最後及最終確證，並對客戶具約束力。

- 27.4 Subject to the provisions of the Securities and Futures Ordinance and relevant rules made thereunder, upon an Event of Default set out in Clause 23 of this Agreement, the Company shall have the right, without any notice or demand, to take any of the actions set out in the said Clause 23 and apply the net proceeds (after deduction of all fees, costs and expenses incurred) in reduction of the Client's outstanding obligations or indebtedness to the Company or its Affiliates.

在不抵觸《證券及期貨條例》的條文及根據該條例制定的有關規則之情況下，在此條款及條件第 23 條所載的違約事件發生後，本公司有權毋須通知或要求而採取所述第 23 條所載的任何行動，並可應用所得款項淨額（已扣除所招致之一切收費、費用及支出）消減客戶所欠本公司或其關聯實體之未清償債項或債務。

## 28. JOINT ACCOUNTS 聯名客戶

- 28.1 Where the Client consists of more than one person: 當客戶包括多於一位持有人時：

28.1.1 the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;

各持有人之法律責任及義務均是共同及個別性，述及客戶之處，依內文要求，必須理解為是指稱他們任何一位或每位；

28.1.2 the Company shall be entitled to, but shall not be obliged to, act on instructions or requests from any of them;

本公司有權但無義務按照他們任何一位之指示或請求行事；

28.1.3 each of them shall be bound though any other Client or any other person intended to be bound is not, for whatever reason, so bound; and

即使任何原本要受約束之其他客戶或其他人士由於種種原因未被約束，客戶之每一位持有人仍將受約束；以及

28.1.4 the Company shall be entitled to deal separately with any of the Client on any matter including the discharge of any liability to any extent without affecting the liability of any others.

本公司有權個別地與該客戶的任何一位持有人處理任何事情，包括在任何程度上解除任何法律責任，但不會影響其他任何一位持有人之法律責任。

- 28.2 Where the Client consists of more than one person, on the death of any of such persons (being survived by any other such person(s)), this Agreement shall not be terminated and the interest in the Account(s) of the deceased will thereupon vest in and enure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased person shall be enforceable by the Company against such deceased person's estate. The surviving person(s) undertakes to give the Company a written notice of death immediately upon awareness of any such death.

倘若客戶包括多於一位持有人，任何此等持有人之死亡（其他此等持有人仍存活）不會令本協議終止，死者在帳戶內之權益將轉歸該（等）存活持有人名下，但本公司有權向該已去世客戶之持有人之遺產強制執行已去世客戶持有人承擔之任何法律責任。該（等）存活持有人中任何人士保證在得悉上述任何死訊時，立即書面通知本公司。

## 29. AMENDMENT 修訂

The Company reserves the right from time to time in its absolute discretion to add, amend, delete or substitute any of the clauses of this Agreement by giving the Client notice of such changes in writing, with such changes to become effective from the date as specified in such notice.

本公司保留權利，可不時以絕對酌情權決定增訂、修訂、刪改或取代本協議之任何條款，惟須向客戶發出書面變更通知，而有關變更須按通知上指定之日期生效。

## 30. CONFIRMATIONS 通知書

- 30.1 The Company may, and, if required by law, rules and/or regulations, shall, send to the address(es) (email address or otherwise) and/or other contact number(s) of the Client on the Company's records a confirmation after the Company has facilitated a transaction with or for the Account, or upon the occurrence of certain events or movements in the Client's Account, in accordance with the law, rules and/or regulations in relation to the confirmations.



## PANDOFINANCE

在與或為帳戶促成一交易後，或在帳戶發生某些情況或某些調動時，本公司可及按法例、規例及和規管要求應按有關通知之法例、規例及和規管將有關通知書（可以是以電子格式）送往本公司紀錄中客戶之一個或多個地址（電郵地址或其他）及/或其他一個或多個聯絡號碼：

30.1.1 the Client agrees that it is the responsibility of the Client to ensure that confirmations have been duly received on a timely basis, and to make enquiries with and obtain such confirmations from the Company if otherwise;

客戶同意此乃其責任確保按時收取通知書，如未能按時收到，應立即諮詢本公司並索回通知書；

30.1.2 any purported discrepancy between the contents of any confirmation and the Client's instructions must be notified to the Company orally or in writing in accordance with the notice provisions of this Agreement, within seven (7) Business Days following the date of issue or re-issue of the confirmation to the Client; and

任何通知書與客戶指令之間存在任何聲稱之差異，客戶須在該通知書發出日或重新發出日起七日內，以口頭或書面按本協議之通知條文通知本公司；及

30.1.3 at the expiration of seven (7) Business Days, the contents of the confirmation shall be deemed conclusive evidence of the particulars set out therein without any need for further proof that the confirmation and/or the transaction or event to which it relates are correct (subject to the right of the Company, which may be exercised at any time and from time to time, to adjust any entries in the Account and/or details in the confirmation where they have been wrongly or mistakenly made), except for:

七工作日後，該通知書之內容將被視為其所列明之詳情之終論性證據而無須以任何其他證據以證明該通知書及/或有關交易或其他相關事宜乃是正確的（但本公司可隨時及不時行使權利，修正帳戶上任何紀錄及/或該通知書內任何詳情若那些紀錄及/或詳情實屬不當或錯誤），除非出現以下情況：

(a) any alleged errors notified by the Client to the Company in accordance with the notice provisions in this Agreement;

所聲稱之錯誤已由客戶根據本協議之通知條款，通知本公司；

(b) any payments made on forged or unauthorised endorsement;

已就任何偽造或未經授權之背書支付款項；

(c) any unauthorised transactions arising from forgery or fraud by any third party (including the Client's employee, agent or servant) which exercise reasonable care and skill;

未能採取合理謹慎及技術，而令任何第三者（包括客戶的員工、代理或受僱人）可以偽造或以欺詐手段造成之未獲授權交易；

(d) any unauthorised transactions arising from forgery or fraud by any employee, agent or servant of the Company; and/or

任何本公司員工、代理人或員工以偽造或欺詐手段進行之未獲授權交易；及/或

(e) any other unauthorised transaction arising from the default or gross negligence on the part of the Company or any of its employees, agents or servants.

任何因本公司或任何本公司員工、代理或受僱人之違責及重大疏忽而導致之未獲授權交易。

## 31. NOTICE通知

31.1 Any Confirmation, report, notice or communication to be made or given to the Client shall be in writing and may be sent by ordinary post to the Client's address stated in the Account Application Form, or by facsimile transmission or electronic means (including through the Electronic Trading Service, as defined in Schedule 2) to the fax number or e-mail address stated in the Account Opening Application (or to such other address, fax number, or email address as subsequently notified by the Client in writing in accordance with this Clause 34). Any notification so given shall be deemed to have been received forty-eight (48) hours after dispatch if sent by post or at the time of transmission if given by facsimile or electronic means.

向客戶作出或提供之任何通知書、報告、通知或通訊（包括但不限於運作帳戶之指令或通知書），均應採用書面形式，並可用普通郵遞途徑寄至對方於開戶申請表上列明之地址，或以傳真或電子途徑（包括透過電子服務，如附件二中之定義），傳送至開戶申請表上列明之傳真號碼或電郵地址（或嗣後客戶按本第34條款以書面形式通知之其他地址、傳真號碼或電郵地址）。按照上述方式發出之任何通知，若以郵遞方式發出即在郵寄後的48小時後被視為已經送達，或若以傳真或電子方式發出即在傳送時被視作已經送達。

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

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

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



於所有情況下，若向本公司給予或交付任何通知或通訊(不論屬任何性質)，本公司只認定確實收妥當日才被視作給予或交付至本公司。

32. **SEVERABILITY 可分割性**

Each of the provisions of this Agreement including these terms and conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way. In the event that any provision would be invalid if part of the wordings thereof were not deleted, the provision shall apply as if the relevant wordings were deleted.

本協議包括此條款及條件之每條條款均獨立於其他條款，並可與其他條款相分離，倘若此等條款之任何一條或多條是或變成不合法、無效或不能強制執行，其他條款概不受任何影響。倘若任何條款之部分字句若不刪除即會令該條款無效的話，則在適用該條款時，該等字句應視作已被刪去。

33. **DATA PROTECTION 資料保護**

The Client understands that the Company is subject to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of 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 Section C of this Agreement and, where the Client is an individual, the Client acknowledges and accepts that he or she fully understands and accepts the provisions in Section C.

客戶明白本公司須受《個人資料(私隱)條例》(香港法例第486章)，就個人資料的使用之規限。本公司之個人資料政策及實行措施，已載於本協議的C部份，如客戶是個人客戶，客戶現確認及接受並完全明白及接受C部份的條文。

34. **TERMINATION 終止**

34.1 This Agreement may be terminated by either the Company or the Client giving not less than seven (7) Business Days' notice in writing to the other.

本公司或客戶均可向對方發出不少於七(7)個營業日的書面終止通知，從而終止本協議。

34.2 Service of notice of termination under Clause 34.1 shall not affect any Transaction entered into by the Company pursuant to this Agreement before the notice has actually been received by the Company.

根據此條款及條件第34.1條的規定而發出之終止通知在本公司未收到前將不會影響本公司根據本協議而訂立的任何買賣交易。

34.3 Notwithstanding Clause 34.1, the Client shall have no right to terminate this Agreement if the Client has outstanding liabilities or obligations.

儘管有此條款及條件第34.1條的規定，若客戶仍有未清償債務或債項，客戶將無權終止本協議。

34.4 Any termination pursuant to Clause 34.1:-

若根據第34.1條的規定終止協議：

(a) shall not affect the accrued rights and liabilities of either party;

將不會影響任何一方的累計權利及債務；

(b) shall not affect any warranties, undertakings and indemnities given by the Client; and

將不會影響客戶作出的任何保證、承諾及彌償；及

(c) shall not affect the Company's right under the Agreement over such of the Client's Assets (including cash) held by the Company whether the same be held for safe custody, margin or otherwise and whether pursuant to this Agreement or otherwise, so long as there is any outstanding liability of the Client to the Company.

只要客戶仍欠本公司任何未清償債務，本公司就本協議下本公司為其客戶持有的資產(包括現金)所享有的權利將不會影響，不論此資產是用作保管、保證金或其他用途，亦不論根據本協議或其他方式持有。

35. **GOVERNING LAW 適用法律**

35.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Client and the Company as parties to this Agreement hereby submit to the non-exclusive jurisdiction of the courts in Hong Kong.

本協議受香港法律之管轄，並按其詮釋。而客戶與本公司作為訂約雙方特此接受非專屬司法管轄之香港法院。

35.2 Nothing in this Agreement shall operate to remove, exclude or restrict any of the Client's rights or the obligations of the Company under Hong Kong law.

本協議的任何規定，概不用於免除、豁除或限制香港法例規定的客戶權利或本公司責任。

36. **SEVERE WEATHER ARRANGEMENTS 惡劣天氣交易安排**

36.1 Severe Weather refers to the scenario where a typhoon signal No. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an "extreme conditions" announcement is made by the HKSAR Government.

惡劣天氣指香港天文台發出八號或以上颱風信號或黑色暴雨警告，或香港特區政府作出「極端情況」公布的情形。



- 36.2 This Agreement is subject to and shall be deemed as overruled or modified by the SWT Arrangement (defined hereinafter) implemented by Hong Kong Exchanges and Clearing Limited and/or its subsidiaries and affiliates (“HKEx”) from time to time including those arrangements published under Appendix II of the Consultation Conclusions of Severe Weather Trading of Hong Kong Securities and Derivatives Markets (collectively called the “SWT Arrangement”). General trading, clearing and settlement services and operations in Hong Kong’s securities and derivatives markets stipulated in the Agreement and other services as may be made available by the Company from time to time for compliance with the SWT Arrangement shall not be deferred despite (i) Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted by the Hong Kong Observatory; or (ii) extreme conditions is announced by the Hong Kong SAR Government (collectively called “SW conditions”). Clients may refer to HKEx website for details of the SWT Arrangement. To the extent of conflict or inconsistency between the provisions of this Agreement and the SWT Arrangement, the business, operation and other services provided by the Company under this Agreement during any SW conditions shall be subject to and deemed as modified to comply with the SWT Arrangement.

本協議受香港交易及結算有限公司及/或其子公司和關聯公司（「香港交易所」）不時實施，包括香港交易所發表的「香港證券及衍生產品市場維持惡劣天氣下交易」諮詢總結附錄二所刊發的惡劣天氣交易安排（統稱「惡劣天氣交易安排」）所約束、取代或修改。在惡劣天氣交易安排下，儘管(i)香港天文台懸掛 8 號或以上颱風信號或黑色暴雨警告；或(ii)香港特別行政區政府公布極端情況(統稱「惡劣天氣情況」)本協議闡述之香港證券市場及衍生產品市場的一般交易、結算和交收服務及運作及本公司為符合及遵守惡劣天氣交易安排不時提供的其他服務將不會因而延遲。客戶可瀏覽香港交易所網站了解有關惡劣天氣交易安排的詳情。若本協議的條款與惡劣天氣易安排有任何衝突或不一致，本公司按本協議在惡劣天氣情況下提供之業務、運作及服務將受惡劣天氣易安排約束或視作修改，以符合惡劣天氣交易安排。

- 36.3 As branches and counter services in Banks of Hong Kong may be closed during SW conditions, the Company recommends Clients to utilize electronic fund transfer to fulfill any need of payment obligations on SWT days, and adjust the electronic transfer limit in advance accordingly.

由於香港銀行分行及櫃檯服務在惡劣天氣情況下可能關閉，故本公司建議客戶以電子方式完成資金轉帳，並在有需要時預先調整電子轉帳限額，以便履行支付責任。

- 36.4 The services provided by the Company during SW conditions may be affected by operations of third parties such as service providers, banks, issuers, custodians, counter parties, and execution brokers etc, the Company shall not be liable for any loss of clients save in case of any negligence on the part of the Company.

本公司在惡劣天氣情況下提供之服務可能受服務供應商、銀行、發行商、託管行、交易對手及執行經紀等安排影響，本公司概不負責任何非因本公司疏忽而引致的客戶損失。





PANDOFINANCE

**SCHEDULE 1 附表一**  
**INITIAL PUBLIC OFFERINGS**  
首次公開發售

**1. INTERPREATION 釋義**

Words and expressions defined in the Agreement shall, except as otherwise re-defined herein or dictated otherwise by the context herein, have the same meanings when used in this Schedule.

除非文意另有所指，於本協議所定義之詞語，在此附件內含意相同。

**2. INITIAL PUBLIC OFFERINGS 首次公開發售**

2.1 The Client may request the Company to apply on behalf of the Client for Assets in a new issue for listing on an Exchange (an “**Application**”) and the provisions of this Schedule shall be applicable.

凡客戶要求本公司代其認購在交易所上市之新發行證券（「**申購**」），此附件之條款即適用。

2.1.1 The Client hereby authorises the Company to complete an application form for the Application as may be required, and represents and warrants to the Company that all representations, warranties, confirmations and undertakings in respect of the Client as applicant contained or incorporated in the application form are true and accurate.

客戶授權本公司填妥可能需要的申請表，並向本公司陳述、聲明及保證申購人必須作出在申購書上所載述或包含之一切有關客戶之陳述、聲明、保證、確認及承諾，均真實及準確。

2.1.2 The Client agrees to be bound by the terms of the new issue and the Client hereby:

客戶同意受申購新發行證券之條款所約束並：

(a) warrants and undertakes that the Application shall be the only application made for the benefit of the Client in respect of the same issue of Assets and that the Client shall make no other Application in that issue; 保證及承諾該申購乃在同一次證券發行中為客戶利益而作出之唯一申購，及於該次證券發行，客戶不會同時進行其他申購；

(b) authorises the Company to represent and warrant to the Exchange that no other Application shall be made or shall be intended to be made by the Client or for the benefit of the Client;

授權本公司向交易所陳述、聲明及保證客戶不會亦不擬作出其他申購，並且不會亦不擬為客戶的利益而作出其他申購；

(c) acknowledges that any Application made by an unlisted company which does not carry on any business other than dealing in Assets and in respect of which the Client exercises statutory control shall be deemed to be an Application made for the benefit of the Client;

確認倘若未上市公司除證券買賣外未有從事其他業務而客戶對該公司具法定控制權力，則該公司作出的申請應被視為為客戶的利益而作出的。

(d) acknowledges that the Company will rely on the above warranties, undertakings and authorisations in making the Application;

確認本公司乃依據以上之保證、承諾及授權而進行申購；

(e) acknowledges that the Company accepts no responsibility to send the Client the listing document which sets out the terms and conditions of the new issue of Assets (“Prospectus”). By completing the Application for subscriptions, the Client confirms that the Client has obtained such Prospectus, read and understood the terms and conditions in relation thereto, and the Client’s Application is not in breach of such terms and conditions. The Client confirms that the Client shall not apply for subscriptions of new issues of Assets unless eligible to do so under the applicable securities legislation; and

確認本公司沒有任何責任把列明新發行證券之條款及條件之上市文件（「**招股書**」）交予客戶。對於客戶有關之申購，客戶確認已從其他地方取得招股書，並已細閱及明白其中之條款及條件，而客戶之申購亦不會違反該等條款及條件。客戶確認除非在適用之證券條例下其乃合乎資格，否則客戶不會認購新發行之證券；及

(f) represents and warrants that the Client is not a connected person (as defined in the relevant law, rules and regulations) governing the issuer of Assets that are the subject of the new issue.

陳述、聲明及保證並非有關新發行證券的證券發行者之關連人士（按監管規則下之定義）。

2.1.3 In relation to a bulk Application to be made by the Company or the agent of the Company on the Company’s own account and/or on behalf of the Client and/or the Company’s other clients, the Client acknowledges and agrees:

有關本公司或其代理人為本公司本身及/或客戶及/或為本公司之其他客戶作出的大額申請，客戶確認和同意：



- (a) that such bulk Application may be rejected for reasons which are unrelated to the Client and the Client's Application and neither the Company nor the agent of the Company shall, in the absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection; and

該大額申請可能會因與客戶和客戶申請無關的理由而遭到拒絕，而在沒有欺詐、疏忽或故意違約的情況下，本公司和其代理人毋須就該拒絕對客戶或任何其他人士負上責任；及

- (b) to indemnify the Company in accordance with the indemnity set out in Clause 21 of this Agreement if such bulk Application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable for damages to other persons affected by such breach or other factors.

倘若該大額申請因陳述和保證被違反或任何與客戶有關的理由而遭到拒絕，按第21條向本公司作出賠償。客戶確認，客戶亦會對其他受上述違反或其他理由影響的人士的損失負上責任。

2.1.4 The Client may at the same time apply to the Company for a loan for the purpose of the Application (the "Loan"), and the following provisions shall apply:

客戶可同時向本公司申請提供貸款作申購之用（「貸款」），以下之條款則適用：

- (a) The Company has the absolute discretion to approve or disapprove the application for the Loan.

本公司擁有酌情權接受或不接受該貸款要求；

- (b) Upon approval of the application for a Loan, the Company shall provide a term sheet or other document(s) of similar nature ("Term Sheet") to the Client confirming the terms of the Loan as agreed between the Client and the Company, which shall be conclusive and binding on the Client upon acceptance thereof by the Client.

一旦接受貸款申請，本公司應提供合約細則或其他文件（「合約細則」）予客戶以確認雙方同意之貸款條款，一經客戶接受，該等貸款條款乃終論性的，並對客戶具約束力；

- (c) Prior to the draw-down of a Loan made available by the Company, the Client shall, on or before such time as specified in the Term Sheet, provide to the Company a deposit, which together with the Loan, shall form the proceeds for the Application. The Client authorizes the Company to debit from any of his Accounts with the Company an amount representing the deposit, provided that the Company may, at its absolute discretion, require the Client to pay sufficient monies to the Company for the deposit.

在本公司提供貸款之前，客戶應在合約細則內列明的時限內，先向本公司提供按金，此按金乃組成申購款項之一部份。客戶授權本公司從其設於本公司的任何帳戶扣除一筆相當於按金的款項，但本公司可自行酌情要求客戶支付足夠款項給本公司作為按金；

- (d) Unless otherwise specified in the Term Sheet:

除非合約細則內另有指明，否則：

- (i) the amount of the Loan shall be the total subscription costs of the Assets applied for in the Application less the amount of deposit provided by the Client pursuant to this Clause 2.1.4; 貸款之金額應相等於申購證券之總申購額，再減去客戶根據本2.1.4條付出之按金；

- (ii) the Client shall have no right to repay the Loan, in part or in full, prior to the date of repayment specified in the Term Sheet.

客戶沒有權利在合約細則中訂明之償還日期前償還部份或全部貸款。

- (e) The rate of interest applicable to the Loan shall be specified in the Term Sheet.

適用於貸款的息率將在合約細則中訂明；

- (f) Where the Company receives any refund in respect of an Application, the Company shall have the right, at its absolute discretion, to apply the same or any part thereof in or towards the discharge of the Loan including any interest accrued thereon or to return the same or any part thereof to the Client, whether before or after the date of repayment specified in the Term Sheet.

凡本公司接獲有關申購之退款，不論是在合約細則內訂明的償還日期之前或之後，本公司均有酌情權決定將全部或部份退款用以清還貸款包括其已累積之利息，或退回上述退款或其任何部份予客戶。

- (g) In consideration of the Company granting to the Client the Loan, the Client charges to the Company, by way of a first fixed charge as continuing security for the full repayment of the Loan and accrued interests thereon, all the securities in the Account ("Interests in the Account"), which shall include all securities, all dividends and other distributions made or payable in respect of such securities, rights, monies or property of whatever nature accruing to or offered at any time by way of redemption, bonus, preference, options, purchase consideration or otherwise in right or in respect of the aforesaid securities and those securities acquired on behalf of Client by virtue of the Application in respect of which the Loan is provided. Subject to the applicable law, rules and regulations, the Client authorises the Company, for so long as the security created hereby continues, at its absolute discretion and without notice to the Client, to dispose of such Interests in the Account in settlement of the Client's liability to repay or discharge any financial accommodation provided by the Company. Upon full repayment of the Loan and accrued Interests thereon, the Company shall discharge the security created thereby.



**PANDOFINANCE**

作為本公司向客戶發放貸款之代價，客戶以第一固定押記的形式持續性地抵押予本公司，所有以下提述之證券作為對貸款及其累計利息全部償還的保證。該等證券乃帳戶內的所有證券（「帳戶利益」）其中包括上述證券所衍生的所有證券、股息及其他分配，以及於任何時候以贖回、花紅、優先股、認購權、購買代價或任何其他形式所產生之權利或就上述證券而產生或被提供的權利、金錢或任何形式的財產，以及透過貸款代表客戶申購而購入的證券。在法例的規限下，客戶授權本公司在此抵押仍持續時，得以酌情及不須通知客戶，處置該等帳戶利益以支付客戶要清償或解除由本公司所提供的任何財務融資的責任。本公司於貸款及其累計利息全部清償後，將解除於此產生之抵押。

SCHEDULE 2 附表二  
ELECTRONIC TRADING SERVICES  
電子交易服務

1. DEFINITIONS AND INTERPRETATION 定義與釋義

1.1 In this Schedule:

在此附表:

"Access Code" means collectively the Password and the Login ID.;

「登錄密碼」指密碼及登錄身份;

"Login ID" means the Client's identification, used in conjunction with the Password to gain access to the **Electronic Services**;

「登錄身份」指客戶之身份證明、須聯同密碼一併使用才可登入電子交易服務;

"Electronic Services" means the Internet/other electronic trading service and facility provided by the Company under this Agreement so as to enable the Client to trade Options, Futures, Securities and Commodities through the Company and give electronic instructions to purchase, sell and otherwise deal with Options, Futures, Securities and Commodities through the Client's relevant Account(s);

「電子交易服務」指本公司根據本協議提供之互聯網/其他電子交易服務及設施,藉此讓客戶透過本公司進行期權、期貨、證券及商品或其他資產之交易,及以客戶之有關帳戶發出電子指示購買、出售或以其他方式進行期權、期貨、證券及商品或其他資產之交易;

"Instruction" means any instruction given through the **Electronic Services** for the buying or selling of or otherwise dealing in

any Options, Futures, Securities and Commodities and any instruction to check the portfolio holdings in the relevant Account(s); and

「指示」指經電子交易服務所發出之任何買賣或以其他方式處理任何期權、期貨、證券及商品或其他資產之指示,及任何查核有關帳戶持有之投資組合;

"Password" means the Client's personal identification number, which may be changed by the Client at any time, used when instructing the Company in the **Electronic Services**.

「密碼」指客戶可隨時更改之個人識別碼,藉此於電子交易服務運作時向本公司發出指示。

1.2 This Schedule is a "Schedule" as defined in this Agreement. Terms defined in this Agreement are used with the same meanings in this Schedule unless otherwise defined or interpreted in this Schedule.

本附表為本協議定義下所指之「附表」。本協議已定義之用詞,如在本附表使用,應具相同涵義,除非本附表另行作出定義或詮釋,則作別論。

1.3 Unless otherwise specified, references in this Schedule to "Clauses" are to Clauses of this Schedule. For the purposes of this Agreement, Transactions and Client Contracts are "Transactions".

除非另有說明,否則凡於本附表提述「條款」,均指本附表之條款。在本協議下,買賣交易及客戶合約均屬「買賣交易」。

2. ELECTRONIC TRADING SERVICES 電子交易服務

2.1 The Company may provide the Client with electronic trading services via **Electronic Services**, and the Client hereby requests for the provision of such services, upon the terms and conditions as embodied in this Agreement with Schedules, which shall be modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by the Company.

本公司可藉電子交易服務為客戶提供電子交易服務,而客戶要求本公司按本協議包括其附表所載之條款及條件提供此服務,且此等條款及條件均可由本公司不時發出之通知、信件、出版物或其他文件予以修訂、修改或擴增。

2.2 The Client may from time to time instruct the Company, acting as the Client's agent, to deposit, purchase and/or sell Options, Futures, Securities and Commodities for the Account(s) or otherwise deal with Options, Futures, Securities and Commodities, receivables or monies on behalf of the Client through the **Electronic Services**.

客戶可隨時藉電子交易服務指示本公司以代理人之身份代表客戶為其帳戶存放、購買及/或出售或以其他方式處理期權、期貨、證券、商品或其他資產、應收款項或款項。

2.3 The Client agrees that the Client shall be the only authorised user of the **Electronic Services** under this Agreement. The Client

shall be wholly and solely responsible for the confidentiality security and use of the Access Codes issued to the Client by the Company.



客戶同意客戶於本協議下為 電子交易服務 之唯一獲授權使用人士。客戶承諾將會對本公司發予之登錄密碼之機密性、保安性及行使權自行獨力承擔全部責任。

- 2.4 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all instructions entered through the **Electronic Services**. The Client further acknowledges that the **Electronic Services**, the Company's website, and the software comprised in them, are proprietary to the Company. The Client undertakes and warrants that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the **Electronic Services**, the Company's website, and any of the software comprised in them. The Client agrees that the Company shall be entitled to close any or all of the Account(s) immediately without notice to the Client, and the Client acknowledges that the Company may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if the Company at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify the Company immediately if the Client becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.

客戶承認並同意對藉 電子交易服務 向本公司發出之所有指示自行獨力承擔全部責任。客戶更承認 電子交易服務、本公司之網頁與所涉及之軟件均為本公司專有。客戶承諾及保證不得及不可嘗試竄改、修改、破解編程、以反向破解編程、破壞、毀壞或以任何其他方式更改、亦不得嘗試於未獲授權之情況下登入電子交易服務、本公司之網頁以其所涉及之軟件之任何部分。客戶同意本公司有權不經通知即時結束客戶之任何或所有帳戶，及客戶亦承認若客戶在任何時間違反此等承諾及保證或本公司若於任何時間合理懷疑客戶已違反此等承諾及保證時，本公司可對其採取法律行動。客戶承諾在知悉任何其他人士進行本段所載任何上述違反行為時，即時通知本公司。

- 2.5 As and when the Company allows the Client to open an Account on-line with the Company in addition to completing and returning this Agreement through the internet, the Client agrees to return to the Company the hard copy of this Agreement (including the Account Opening Application, applicable Risk Disclosure Statement and any authority given by the Client to the Company with respect to the Account(s)) duly completed and executed.

若本公司允許客戶在線上開立帳戶，客戶須經互聯網填妥及交回本協議，並同意遞交予本公司已填妥及簽署之本協議正本(包括開戶申請表、適用之風險披露聲明書及客戶就帳戶而賦予本公司之任何授權)。

- 2.6 Unless otherwise agreed between the Company and the Client, the Company will not execute any trading orders of the Client until there are sufficient cleared funds, Securities, Commodities or other Assets acceptable to the Company in the Client's Account(s) to settle the Client's transactions and upon receipt of the documents as stated in Clause 2.5.

除非本公司與客戶另訂協議，本公司將不會執行客戶之任何交易指示直至客戶之帳戶持有足夠已結算款項、證券、商品或其他資產或其他本公司所接受之資產以待交收客戶之交易，而本公司又已收到本附表第 2.5 條所述之文件。

- 2.7 The Company will not be deemed to have received the Client's instructions or have executed the Client's orders unless and until the Client is in receipt of the Company's message acknowledging receipt or confirming execution of the Client's orders, either electronically or by hard copy.

本公司不得被視為已收到或已執行客戶的買賣指示除非及直至客戶已收到本公司以電子或書面形式發出的信息，承認已收妥或確認已執行客戶之買賣指示。

- 2.8 The Client acknowledges and agrees that, as a condition of using the **Electronic Services** to give instructions, the Client shall immediately notify the Company if:

客戶承認並同意，作為使用 電子交易服務 發出買賣指示之先決條件，客戶須即時通知本公司若：

- 2.8.1 an instruction has been placed through the **Electronic Services** and the Client has not received an Instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);

客戶已經藉 電子交易服務發出買賣指示，但客戶並無收到指示編號或正確之買賣指示確認或其執行確認(不論是以書面、電子或口頭方式作出)；

- 2.8.2 the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct or any similar conflict;

客戶收到一項其未有發出指示之交易確認(不論是以書面、電子或口頭方式作出)或有類似之分歧；

- 2.8.3 the Client becomes aware of any of the acts stated in Clause 2.4 being done or attempted by any person;

客戶獲悉任何人正在進行或嘗試進行此附表第 2.4 條所述之任何行動；

- 2.8.4 the Client becomes aware of any unauthorised use of the Client's Access Codes; or

客戶獲悉有未獲授權人士使用客戶之登錄密碼；及

- 2.8.5 the Client has difficulties with regard to the use of the **Electronic Services**.

客戶在使用電子交易服務時遇到困難。

- 2.9 The Client agrees to review every order before entering it into the system on computer as it may not be possible to cancel the Client's instructions once given.

客戶同意檢視每個買賣訂單才輸入電腦系統，因為客戶指示一經發出便未必可能取消。

- 2.10 The Client agrees that the Company shall not be liable for any loss or damage the Client or any other person may suffer as a result of using or attempting to use the **Electronic Services** unless such loss or damage are caused by wilful default or gross negligence on the part of the Company. The Client further undertakes to indemnify the



Company, on a full indemnity basis, on demand, for any loss or damage the Company may suffer as a result of the use of the electronic services via **Electronic Services**.

客戶同意本公司概不須承擔就客戶或任何其他人士因使用或嘗試使用電子交易服務而引致之任何損失或損害，除非該等損失或損害是因本公司故意失責或重大疏忽所導致。客戶且承諾當本公司要求時，客戶及將按全額彌償基礎向本公司作出彌償因客戶使用 電子交易服務而引致本公司蒙受之任何損失或損害。

- 2.11 The Client acknowledges and agrees that if the means of communication used by the Client in the course of accessing **Electronic Services** becomes temporarily unavailable, the Client can during such period continue to operate the relevant Account subject to the right of the Company to obtain such information regarding the verification of the Client's identity as it may from time to time think fit.

客戶承認及同意，倘若客戶採用登入 電子交易服務之通訊方法暫時無法使用，客戶仍可在此期間繼續操作有關帳戶，但本公司有權在其認為適當時索取該等資料以核實客戶身份。

- 2.12 The Client acknowledges that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. The Client also understands that the Company does not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to the Client through the **Electronic Services**). The Company shall not be liable in any way for any loss arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message, (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, message or information whether due to any act of the Company, or (5) by any forces beyond the control of the Company.

客戶承認，交易所和一些機構可就其所提供予其他人士之市場數據並被發佈各方擁有專有之權益與權利，而客戶同意不會採取任何此等可能構成侵權或侵犯上述權益和權利之行動。客戶亦理解本公司不會保證該等市場數據或任何市場資料(包括透過 電子交易服務提供予客戶之任何資料)之及時性、次序、準確性或完整性。本公司對下述事項所引起或造成之任何損失概不承擔任何責任：(1)任何該等數據、資料或信息的不準確性、錯誤或遺漏；(2)傳送或交付該等數據、資料或信息之延誤；(3)通訊之中斷或阻塞；(4)不論是否由於本公司之行為所引致之該等數據、資料或信息之無法提供或中斷；或(5)本公司無法操控之任何勢力。

**SCHEDULE 3 附表三**  
**INDEMNITY FOR DERIVATIVE TRANSACTIONS**  
**衍生產品之交易彌償**

The Company may as the Client's agent from time to time purchase and sell derivative products ("**derivative transaction**"), and including without limitation equity-linked notes, credit-linked notes, swaps, currencies, over-the-counter transactions, capital guarantee notes and convertible bonds on the Client's behalf at the Client's request.

The Client acknowledges and agrees that:

基於本公司以客戶代理人身份，按客戶要求代表客戶不時購入及出售衍生產品（「衍生產品交易」）包括（但不限於）與證券掛鈎之票據、信貸掛鈎票據、掉期、貨幣、場外交易、保本票據及可換股債券，客戶確認及同意：

1. For all derivative transactions which the Company may from time to time on the Client's behalf enter into, the Company acts as agent on the Client's behalf, notwithstanding that the issuer ("**Issuer**") and/or guarantor of the relevant derivative product will or may look to the Company as though the Company were acting in the capacity of a principal, and that the Company shall not be liable to the Client in respect of any default or breach committed by the Issuer and/or the guarantor.

就本公司代表客戶不時訂立之所有衍生產品交易，本公司均以客戶代理人身份行事，即使有關衍生產品之發行人（「發行人」）及/或擔保人將會或可將本公司當作主事人行事處理，而就發行人及/或擔保人所作出之任何失責或違約，本公司毋須向客戶承擔任何責任。

2. The Client shall indemnify and hold harmless the Company and all of its staff for all costs, expenses, claims or losses incurred by the Company or any of its staff by reason of entering into derivative transactions on the Client behalf including, without limitation, by reason of any default or breach on the part of the Issuer and/or the Guarantor.

客戶就本公司或其任何職員代客戶訂立衍生產品交易而產生之一切費用、支出、申索或損失（包括但不限於）因發行人及/或擔保人之任何失責或違約所引致，向本公司及其所有職員作出彌償並保持其不受損害。

3. The Client hereby warrants, represents and undertakes to the Company that:

客戶特此向本公司作出保證、陳述與承諾如下：

- (a) the Client has read and understood the general terms and conditions relating to derivative products;  
客戶已閱讀及瞭解衍生產品有關之一般條款及條件；
- (b) the Client is acting on its own account and the Client has made an independent decision to purchase and/or sell derivative products;  
客戶代表其本人行事，而客戶獨立決定購入及/或出售衍生產品；
- (c) the Client has never treated and shall not treat the Company as an investment adviser and even if the Client has had or shall have any discussion with any staff of the Company prior to entering into any derivative transaction, the Client has not relied and shall not rely on any communication made in writing or orally by the staff of the Company. The Client has exercised and shall exercise the Client's own independent judgment to determine whether or not it is appropriate or proper for the Client to purchase or sell derivative products. Furthermore, any information supplied by the Company and/or explanation relating to the terms and conditions of derivative products given by the staff of the Company shall not amount to investment advice or recommendation to purchase or sell derivative products;  
客戶從來沒有亦將不會將本公司視作投資顧問，即使客戶曾經或將會在進行任何衍生產品交易之前與本公司任何職員進行任何討論，客戶也不會及將不會依靠本公司職員書面或口頭作出之任何通訊。客戶已及將會憑藉其獨立判斷，考慮客戶購入或出售衍生產品是否適合或妥當。此外，本公司提供之任何資料及/或本公司職員對衍生產品之條款及條件所作出之解釋，並不構成購入或出售衍生產品之投資意見或建議；
- (d) the Client is capable of assessing and understanding the merits of and risks in and the terms and conditions of executing derivative transactions (irrespective of whether or not the Client has obtained prior independent professional advice);  
客戶有能力評估及瞭解衍生產品交易之條款及條件、優點及風險（不論客戶事前有否獲取獨立專業意見）；
- (e) the Client assumes and is capable of assuming the risks in dealing with derivative products; and  
客戶承擔及有能力承擔買賣衍生產品之風險；及
- (f) no communication either made in writing or orally between the Company and the Client shall constitute any assurance, warranty or guarantee, and the Company and its staff shall not be liable for and the Client will not commence any action against the Company or its staff in connection with any such communication.

本公司與客戶所作出之書面或口頭通訊，並不構成任何保障、保證或擔保，而本公司及其職員毋須對有關通訊承擔責任，客戶亦不會基於任何有關通訊對本公司或其職員展開任何訴訟。

4. If the Client comprises two or more persons, such persons shall be jointly and severally liable.

若客戶由兩人或多於兩人組成，該等人士須共同及各別承擔責任。



**INVESTMENT ADVISORY / NOMINEE ACCOUNT – COLLECTIVE INVESTMENT SCHEMES**

**投資建議/ 代理人帳戶 – 集體投資計劃**

This Section applies if the Client appoints the Company to subscribe for investments in any of the collective investment schemes that are managed by the Company and/or by any third party, through the Company as nominee for the Client, and/or through the Company as agent to submit the application to the relevant fund house(s) or service provider(s); and the Company agrees to accept such appointment.

客戶希望委託本公司以客戶之代理人及/或仲介人身份向有關基金公司或服務商提交申請表以代其認購任何由本公司及/或任何第三者管理之集體投資計劃，本公司特此在以下的條件與條款管制下同意接受此委託。

**1. DEFINITIONS**

**釋義**

1.1 **Units or Shares** mean any units or shares in any fund offered or distributed by the Company or in relation to which the Company acts as manager or agent for the manager, provided always that the Company has the right to determine from time to time at its absolute discretion without giving notice to the Client that the units or shares in respect of any such fund shall be excluded from references to Units or Shares for the purposes of these terms and conditions.

「單位」「股份」均指本公司所發售或分銷或本公司擔任經理人或經理人仲介人之任何基金之任何單位或股份，惟本公司有權不時全權決定不將任何該等基金之單位或股份計入本條款及條件所指之「單位」「股份」範圍內，而毋須知會客戶；

**Client** means any natural person, company or unincorporated association that applies for any Units or Shares, as the case may be, and where the Client consists of more than one person, this terms and conditions will be binding on the Client jointly and severally;

「客戶」指申請以便代表客戶進行任何單位或股份投資交易之人士，該等人士可以是自然人、公司或不屬法團性質之組織，以及彼等之代表人、繼承者或受讓者，如客戶包含一名以上之人士，則當中每一人士須共同地和分別地受本條款及條件約束；

**Account** means the account or accounts opened by the Company in the name of the Client for the purpose of its acting on behalf of the Client in respect of transaction in any investment of Units or Shares.

「帳戶」指本公司為客戶以其名所開設之一個以至多個之綜合帳戶，以便本公司代表客戶進行任何基金單位或股份之交易；

**Custodian** means the Company or any nominee company, depository or member firm of any Assets exchange appointed by the Company or the relevant fund or investment company to act as the custodian of the Units or Shares investment.

「保管人」指本公司或任何本公司或有關基金或投資公司委託作為單位或股份投資保管人之代理公司、寄存處或證券交易所成員商號；

**Business Day** shall mean any days from and including Monday to Friday (except a local holiday) when banks in Hong Kong are opened for normal banking business.

「營業日」指星期一至五(包括首尾兩天)香港銀行經營一般銀行業務的日子(本港假期除外)。

1.2 Each joint Client's obligation is joint and several and any reference herein to the Client, where appropriate, may refer to any one or more of such persons.

各聯名客戶所負乃共同及各另自之責任，凡此中提及客戶之處，均須解釋為提及聯名客戶中任何方或多方(如適用)。

1.3 References to persons include corporations, references to one gender include both genders and references to the singular include the plural and vice versa.

凡提及個人之詞語亦包括公司在內，提及個別性別之詞語亦包括另一性別在內，提及單數之詞語亦包括複數之含義，反之亦然。

**2. APPLICATION/REJECTION/CANCELLATION**

**申請/拒絕受理/註銷**

2.1 All application monies must be paid or transferred as instructed by the Company.

所有申請款項必須按本公司之指示支付或轉帳。

2.2 The Company is entitled to:-

本公司有權

(a) reject any application form or any instruction which is not completed in full and delivered together with payment and any documents required by the Company from time to time or defer issue of any relevant Units or Shares where applicable pending receipt of duly completed instructions, payment and all the requested documents; and  
 拒絕受理任何並未完全填妥及未附上付款及本公司不時要求之任何文件之申請表或任何指示，或延遲發行任何有關單位或股份，直至收到已填妥之指示、付款及一切所要求之文件為止；

(b) in its absolute discretion (without giving reasons) reject in whole or in part any application for subscription and/or suspend the operation of the account.

全權決定(並毋須提出理由)拒絕受理任何認購或轉換申請或其中部份，及/或暫停帳戶之操作。

2.3 If an application is rejected in whole or in part, the application monies or the balance thereof will be returned (without interest) by the Company by bank transfer or, at the cost of the Client, by telegraphic transfer within 14 Business Days of the rejection.

若申請之全部或部份不獲接納，申請款項或其餘額將向本公司在拒絕受理的 14 個營業日內以電匯(費用由客戶自負)方式退還(不附利息)予客戶。

2.4 In the event that certain funds or investment companies, or the sub-funds thereof are closed to new subscriptions or conversions in the same (but not to redemptions or conversions out of the same) without notice to holders of Units or Shares, the Company shall not be liable for any cost, expenses or loss arising out of an application rejected by such funds or investment companies.

若有關基金或投資公司或其附屬基金在沒有通知單位或股份持有人之情況下暫停接受新認購或轉換申請(惟並不禁止贖回該基金或結構性產品單位或股份或將之轉換為其他基金或結構性產品)，本公司概不負責任何因申請被拒而蒙受之開支、費用或損失。

2.5 If the Portfolio receives one or more Redemption Notices requesting the redemption of Shares on any single Redemption Day having an aggregate NAV in excess of 25% of the NAV of the Portfolio, the Directors may, in their absolute discretion, reduce the number of Shares redeemed pursuant to each Redemption Notice (pro rata based on the number of Shares requested to be redeemed in each Redemption Notice) so that the aggregate NAV of all Shares being redeemed on the relevant Redemption Day is equal to 25% (or such higher percentage as the Directors may determine) of the NAV of all issued Shares attributable to the Portfolio ("Redemption Gate").

### 3. INVESTMENT ADVISORY SERVICES 投資顧問服務

3.1 The Company may, at its sole and absolute discretion, provide Investment Advice to the Client from time to time. For these purposes, "Investment Advice" means advice in relation to (among other things) the acquisition, disposal, retention, exchange or other dealing in Units or Shares.

本公司在其唯一及絕對酌情權下，可不時給予客戶提供投資意見。此等，“投資意見”是指（包括及不限於）有關建議的購買、出售、持有、交換或其他單位或股份的交易。

3.2 If the Company is in possession of any relevant product specification(s) or document(s), prospectus, offering document(s), marketing material(s) and any other related documents in relation to the Units or Shares ("Product Information"), then it may, at its sole and absolute discretion, provide such Product Information or a copy of such Product Information to the Client. If such Product Information is not available or is not provided to the Client by the Company, it is the Client's duty to obtain such Product Information from the product manager, issuer, representative, agent, investment manager or other relevant person before giving any instruction.

如本公司擁有任何相關產品的細節或文件，招股書，發售文件，市場推廣資料和任何相關股份或單位的其他相關文件（“產品資訊”），可以在其唯一及絕對酌情權下，提供此類產品資訊或其副本等給予客戶。如此類產品資訊本公司未能獲取或未能提供給客戶，客戶有責任先從產品經理、發行人、代表、仲介人、投資經理或其他有關人士獲取產品資訊，始行向本公司發出任何指令。

3.3 In giving any instruction which relates to any Investment Advice provided by the Company to the Client, the Client warrants and represents that it has obtained, read and understood the relevant Product Information.

客戶如參考本公司提供的任何投資意見而發出任何指令時，客戶即視為已保證並聲稱已獲取閱讀及了解相關產品資訊。

3.4 The Client acknowledges and agrees that:

客戶確認並同意：

(a) Investment Advice given by the Company to the Client is based on the relevant Product Information that the Company has in its possession at the time of providing the Investment Advice, which may only be relevant or applicable at such relevant time and is provided for reference only;



## PANDOFINANCE

由本公司給予客戶所提供的投資意見，乃根據本公司當時取得之相關的產品資訊而提供，其關連性或適用性祇於該時刻合用，並僅供客戶參考；

- (b) the Client's investment decisions with respect to the acquisition, disposal, retention, exchange or other dealing in Investments are investment decisions independently made by the Client on the Client's own accord;  
客戶的投資決定，包括收購、出售、保存、交換或其他的買賣交易出於客戶本意而獨立自行作出；
- (c) in providing Investment Advice, the Company acts as the Client's independent adviser; and 本公司提供投資意見時，乃作為客戶的獨立顧問； 及
- (d) no warranty or undertaking is given by the Company as to the performance or profitability of any investment.  
及本公司不會在任何投資回報表現或盈利能力給予任何保證或承諾。

### 3.5 Other remuneration 其他報酬

The Company may, to the extent in compliance with all applicable laws and regulations: 在可遵照的所有適用之法律和法規範圍下，本公司可：

- (a) receive and retain commission, cash rebates, goods and services and other soft dollar benefits arising out of (i) entering into transactions for or with the Client and (ii) client referrals from any agent, delegate, Company, affiliate and other person in connection with such transactions and client referrals; 因 (i) 為客戶或與客戶進行交易，及因 (ii) 經任何仲介人、受委人、本公司或關聯人士有關的其他人，其他的客戶介紹之客戶轉介，可接受和保留佣金、現金回佣、物品和服務及其他非金錢利益。
- (b) pay or share commission, cash rebates, goods and services and other soft dollar benefits arising out of (i) entering into transactions for or with the Client and (ii) client referrals to any agent, delegate, Company, affiliate and other person in connection with such transactions and client referrals; and make and retain gains by entering into transactions for or with the Client at prices which are different to the prices at which the Company has entered into with any other person (including any affiliate).  
因 (i) 為客戶或與客戶進行交易，及因 (ii) 經任何仲介人、受委人、本公司或關聯人士有關的其他人，其他的客戶介紹之客戶轉介，可支付或分享佣金、現金回佣、物品和服務以及其他非金錢利益； 及
- (c) make and retain gains by entering into transactions for or with the applicant at prices which are different to the prices at which the Company has entered into with any other person (including any affiliate).  
透過客戶或與客戶進行交易中取得及保留利潤之價格可因個別人士(包括關聯人士)而不同。

## 4. NOMINEE & AGENT 代理人及仲介人

- 4.1 The Client authorises and instructs the Company as its nominee to hold in the name of the Company any Units or Shares for which the Client intend to subscribe and to deal with any dividends or other entitlements in respect of those Units or Shares in accordance with paragraph 3.4(c).  
客戶授權及指示本公司以代理人之身份，以本公司名義持有客戶所認購之任何單位或股份及遵照第 3.4(c)條處理所有與該等單位或股份有關之股息及其他權利。
- 4.2 The Client agrees to be bound by the terms and conditions under which the Company acts as nominee for any Units or Shares which are subscribed for the Client and held by the Company as nominee.  
客戶同意接受本公司以代理人之身份就客戶所認購之單位或股份有關之條款及條件約束。
- 4.3 The Client agrees that the Company has the right at any time at its absolute discretion, upon giving the Client not less than 14 calendar days' notice in writing, to require the transfer of any Units or Shares then held in the name of the Company for the account of the Client directly to the name of the Client if applicable.  
客戶同意本公司可全權決定隨時在向客戶發出不少於 14 個曆日之書面通知後，要求將當時以本公司名義代客戶持有之任何單位或股份直接移轉至客戶名下。



4.4 The Client agrees that the Company may:

客戶同意本公司可:

- (a) on the Client's instructions, or otherwise in accordance with these terms and conditions or applicable laws and regulations, place any orders for the sale or purchase of Units or Shares held or to be held  
按客戶指示 或遵照本條款及條件或適用法律及規例，就
- (i) by the Company as nominee for the account of the Client or  
本公司以代理人之身份代客戶所持有之單位或股份，或
- (ii) by the Company as agent for the account of the Client, i.e. Units or Shares held directly by the Client;  
本公司以仲介人之身份直接由客戶所持有之單位或股份，發出有關出售或購入之指示;
- (b) on the Client's instructions, or otherwise where the Company acts as nominee, without further instructions from the Client, deal with the conversion of any such Units or Shares, whether pursuant to their terms or pursuant to any plan of merger, consolidation, reorganisation, recapitalisation or readjustment or otherwise (but only to the extent that this would not involve any transfer of or other such dealing with the Units or Shares); and  
按客戶指示或以代理人之身份而毋須得到客戶發出之任何指示，處理任何該等單位或股份之各項轉換，不論是否基於該等股份之條款或任何合併、鞏固、重組、重新注資或再調整或其他原因(惟僅限於該等行動不涉及任何單位或股份轉讓或其他類似交易)，及
- (c) where the Company acts as nominee, without further instruction from the Client, direct the investment company to procure that, or cause, any dividends or other entitlements or redemption proceeds payable in respect of any such Units or Shares to be paid directly to the Company on behalf of the Client.  
本公司以代理人之身份，毋須得到客戶發出之任何指示，指示投資公司促使或安排將任何該等單位或股份所應獲支付之股息或其他應得分派或贖回款項全部直接付予本公司(作為客戶之代表)。

4.5 The Company as nominee or agent shall act on any instructions received by the Company from the Client in connection with any Units or Shares held by the Company as nominee for the Client, or held directly by the Client, provided that the Company receives sufficient notice to enable it to so act (the sufficiency of such notice to be determined, in its absolute discretion, by the Company).

本公司將會就有關本公司以客戶之代理人身份代其所持有、或客戶直接持有之任何單位或股份以其代理人或仲介人之身份按照客戶之指示行事，惟本公司必須獲得足夠之通知時間以便其執行指示(本公司將全權決定何謂足夠之通知時間)。

4.6 Instructions referred to in paragraph 3.5 include instructions relating to attendance at meetings or voting in respect of any such Units or Shares or as regards any merger, consolidation, re-organisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any such Units or Share but, other than as provided in paragraph 3.5, neither the Company as nominee or the Company as agent will have

any duty or responsibility in respect thereof nor will the Company in either of the cases be under any duty to investigate or participate therein or to take any affirmative action in connection therewith.

第 3.5 條所述之指示包括與下列各項有關之指示就任何有關單位或股份出席會議或投票，或有關合併、鞏固、重組、財產接管、破產或無力償債訴訟、債務妥協或安排或該等單位或股份之存放。但除第 3.5 條所述之事項外，本公司(不論是以客戶之代理人或仲介人身份)均毋須對上述各項承擔任何義務或責任，亦無義務就此展開調查或介入或採取任何有關行動。

**5. RECEIPT AND DISBURSEMENT OF MONIES 款項之收取與支出**

5.1 The Client confirms that payments of any redemption or other monies, if any, shall be made to the Client's account named in the BANK INFORMATION set out in the application form. Any such payment shall be made without further reference to the Client unless the Company has received prior contrary instructions in writing duly signed by the Client(s).

客戶確認本公司可將任何贖回款項或其他付款(如有)存入申請表內所載「銀行資料」上所指定之客戶帳戶。除非本公司事先已接獲自客戶親自簽署之有關相反指示，否則本公司將按此等方式支付款項，而毋須另行通知客戶。

5.2 The Client hereby acknowledges that all risks associated with payment and/or transfer of monies to or from the Company shall be borne by the Client and under no circumstances shall any monies paid and/or transferred by the Client be deemed receipt by the Company unless and until such monies are actually received by the Company.

客戶明白一切與付款及/或轉帳予或轉帳自本公司之款項有關的風險概由客戶承擔，任何情況下，除非及直至本公司已確實收到有關款項，否則客戶所支付及/或轉帳之任何款項概不會視作已確實由本公司收取。



- 5.3 The Company is authorised to convert any application monies received by it in a currency other than that in which the relevant Units or Shares are offered, at the risk and expense and for the account of the Client.  
本公司有權將所收到任何與有關單位或股份之發售幣別不同之申請款項兌換為有關貨幣，風險及費用均由客戶自負。

## 6. MARKET TIMING PRACTICES

### 選時交易之活動

The Client hereby undertakes not to engage in market timing or related excessive, short-term trading practices and that this undertaking is deemed repeated every time the Client places instructions to the Company.

客戶承諾不會從事選時交易或相關之過量短線交易之活動，而客戶每次向本公司遞交指示時均被視為重複作出此項承諾。

## 7. CUSTODY OF UNITS OR SHARES INVESTMENT/DISTRIBUTIONS

### 單位或股份投資/派息之保管

- 7.1 The Custodian will record and hold in a separate account in its books all Units or Shares investment received and held by it for the Client's account where the Company acts as agent, or for the account of the Company in trust for the Client where the Company acts as nominee.

保管人將在其帳冊內的一獨立帳戶記錄及持有其為以本公司作為仲介人之客戶帳戶、或以本公司作為代理人之客戶受託於本公司帳戶收取及持有之一切單位或股份投資。

- 7.2 The Client shall not be entitled to receive any interest on any monies held or owed by the Company for or to the Client (for the avoidance of doubt, for this purpose this excludes any monies which form part of the Assets of any fund whose Units or Shares are offered or distributed by the Company or in relation to which the Company acts as manager or agent for the manager) and consents to the Company retaining for its own benefit any interest received in connection with such monies.

客戶無權就本公司為其持有或所欠客戶之任何款項（為免產生疑點，就此款項並不包括屬本公司所銷售或分銷或本公司擔任經理人或經理人業務代表的任何基金資產部份的款項）收取任何利息，並同意本公司將收取自該等款項的利息留作己用。

- 7.3 Where applicable, all distributions, dividends or other entitlements shall be paid to the Client in the base currency of the relevant fund unless otherwise specified by the Company.

除非本公司另外指明，所有分派、股息或其他權利均會以有關基金之基本貨幣派發予客戶。

## 8. INSTRUCTIONS/VOICE RECORDINGS

### 指示/錄音

- 8.1 In the case of joint Clients, either one of the joint Clients may give instructions to the Company for the operation of the Account unless the Company has been specifically notified otherwise in writing.

除非本公司另外接獲具體書面通知，聯名客戶中之任何方均可發出有關操作本帳戶之指示。

- 8.2 All instructions given or purported to be given by a person named in the application form or otherwise notified to the Company in writing as authorised to give instructions for the operation of the Account are binding on the Client. The Company shall not have any obligation to authenticate any such instructions or verify the identity or authority of any person giving or purporting to give such instructions. The Company shall not be held accountable to the Client or any other person for the fraudulent use by any third party of the signature of the Client, whether such signature be authentic or forged.

在申請表上指定或本公司以其他方式接獲之書面通知中指定為有權操作本帳戶之人士所發出（或聲稱由其發出）之一切指示均對客戶具約束力。本公司並無任何責任核實任何該等指示或查證發出（或聲稱發出）該等指示之任何人士之身份或權力。若任何第三者以欺詐方式使用客戶的簽名（不論該簽名乃屬真確或偽冒），本公司毋須對客戶或任何其他人士負責。

- 8.3 Without prejudice to any other provisions contained herein, the Company may at its option carry out any authentication procedures that it considers appropriate to verify, confirm or clarify the Client's payment instructions. Where it has not been possible to complete any authentication procedures to its satisfaction, the Company may at its discretion delay the processing of payment instructions, until authentication procedures have been satisfied, to a date later than the envisaged payment date. If the Company is not satisfied with any verification or confirmation, it may decline to execute the relevant instruction until satisfaction is obtained. The Company shall not be held liable to the Client or any other person if it delays execution or declines to execute instructions in these circumstances.

在不影響本條款及條件任何其他規定的情況下，本公司可選擇進行其認為適當的認證程序，以查證、確定或澄清客戶的付款指示。若不可能完成任何令其滿意的認證程序，本公司可酌情押後處理付款指示至預計付款日期之後，直至可完成令其滿意的認證程序為止。若任何查證或確認未能令本公司滿意，則本公司可拒絕執行有關指



示，直至有關查證或確認結果令其滿意為止。若本公司或代理人於此等情況下延遲執行或拒絕執行指示，本公司毋須向客戶或任何人士負責。

- 8.4 The Client agrees that the Company may use voice recording procedures that can be used as evidence of the instructions or communications so recorded.

客戶同意本公司有權採用錄音程序，以作為所錄取指示或通訊之確實證據。

## 9. ELECTRONIC ENQUIRY FACILITY

### 網上查詢設施

- 9.1 This paragraph 9 applies to the Client's use of any website or internet domain name from time to time as specified by the Company (**Site**) and any other electronic enquiry facilities.

本第 9 條適用於客戶所使用任何本公司不時指定之網址或聯網域名（「**網址**」）及任何其他網上查詢設施。

- 9.2 The Company may issue the Client with a Login ID and client password from time to time in order for the Client to access certain parts of the Site or to use any other electronic enquiry facility. The Client is responsible for safeguarding any such Login ID and client password. The Company shall be entitled to assume that any person accessing such parts of the Site or using any such other electronic enquiry facility with that Login ID and client password is either the Client or a person duly authorised to act for the Client.

本公司會向客戶發出登入名稱及客戶密碼，以便客戶登入網址之若干部份或使用任何其他網上查詢設施。客戶必須負責保管該登入名稱及客戶密碼。本公司有權推定任何運用客戶之登入名稱及登入網址有關部份或使用任何此等網上查詢設施之人士乃客戶本人或已獲客戶授權代其行事。

- 9.3 By accessing any electronic enquiry facility with the Login ID and client password, the Client authorises the Company to receive and/or confirm instructions sent by the Client, including by the use of electronically encrypted messages sent via the Site, and further authorises the Company to use the Site or other electronic enquiry facility as a medium to communicate with or transmit data, documentation and/or information to the Client.

當運用登入名稱及客戶密碼而使用任何網上查詢設施時，客戶即授權本公司接受及/或確認自客戶發出之指示，包括使用經網址傳送以電子加密訊息形式傳遞之指示，並授權本公司以網址及其他網上查詢設施為媒介與客戶通訊或傳遞資料、文件及/或資訊。

- 9.4 The Client acknowledges that the Company may, in its sole discretion and without notice, vary, modify, suspend or discontinue the Site or any other electronic enquiry facility (or part thereof) and the services available on it. The Client further acknowledges that the Company may, in its sole discretion vary, or impose additional, terms and conditions in relation to the operation of the Site or any other electronic enquiry facility and the services available on it; and the Client agrees to be bound by any such variation.

客戶明白本公司可全權自行決定更改、修訂、暫停或終止網址或任何其他網上查詢設施（或其中部份）及有關之服務，而毋須另行通知。客戶亦明白本公司可全權酌情更改及施加有關網址或任何其他網上查詢設施的運作及所提供的服務的條款及條件，而客戶同意受任何該等更改之約束。

- 9.5 The Client acknowledges that content on the Site or otherwise available from the Company through any other electronic enquiry facility (**Content**) is subject to copyright and possibly other intellectual property rights (**IPRs**). Unless expressly permitted by law, the Client shall not, and shall not permit any other person to, sell, modify, copy, reproduce, distribute, display or publish any Content which the Client does not own or hold under licence or otherwise infringe the IPRs of any person in using the Site or any other electronic enquiry facility or any Content.

客戶明白網址之內容或本公司透過任何其他網上查詢設施所提供之內容（「**內容**」）須受版權及其他可能存在之知識產權（「**知識產權**」）之約束。除經法律明文許可，客戶在使用網址或任何其他網上查詢設施或任何內容時，概不可、亦不得容許他人出售、修改、抄錄、複製、分發、展示或發表任何客戶並不擁有或按特許權擁有之內容，或以其他方式侵犯他人之知識產權。

- 9.6 The Site or any other electronic enquiry facility may contain Content posted, emailed or otherwise submitted by the Client and/or, in the case of the Site, by other users of the Site (**User Content**). The Company has the right to access and examine any User Content and may in its absolute discretion move, remove or disable access to User Content or cause the same to be done.

網址或任何其他網上查詢設施可能會含有客戶以郵寄、電郵或其他方式傳遞之內容及/或（如屬網址）其他網址使用者傳遞之內容（「**使用者內容**」），本公司有權登入及檢閱任何使用者內容及全權決定移動、移走或禁止查閱使用者內容或致使上述情形出現。

- 9.7 The Client grants the Company a perpetual, irrevocable, royalty free licence to use, reproduce, modify, adapt, publish, translate, incorporate in other works, distribute and display any information posted, emailed or otherwise submitted by the Client, in whole or in part.

客戶授予本公司一項永久延續、不可撤銷及免使用費之特許權，可使用、複製、修改、改寫、發表、翻譯、分發及展示客戶以郵寄、電郵或其他方式傳遞之全部或部份資料，及將其收錄於其他文件。

- 9.8 The Client acknowledges that the price of any Units or Shares which may from time to time appear on the Site may differ from the actual price per Unit or Share issued to the Client or redeemed. The actual price per Unit or Share will be confirmed by contract note following execution of any instruction to subscribe, redeem or switch any investment(s). 客戶明白網址上不時載列之任何單位或股份價格可能有別於客戶所獲發行或所贖回每單位或每股之實際價格。每單位或每股之實際價格將於任何有關認購、贖回或轉換投資項目指示執行後以交易通知書覆實。
- 9.9 The Company will not be liable for any direct, indirect, special or consequential losses, costs, damages or expenses which may be suffered or incurred by the Client or any other person in connection with any unauthorised or other access or any use of, or inability to use, the Site and/or any Content. 客戶或任何其他人士若因進行任何未經批准或以其他方式查閱或使用又或因無法使用網址、任何其他網上查詢設施及/或任何內容而蒙受或招致任何直接、間接、特殊或相應引致之損失、開支、損害賠償或費用，本公司概不負責。

## 10. TERMINATION

### 終止

- 10.1 In the case of the death of any one of the joint Clients, title to the Account shall vest in the surviving Client(s). The investment of any Units or Shares shall be held to the order of the survivor(s) provided always that the Company has no obligation to transfer the investment of any Units or Shares until the liabilities of the surviving Client(s) to the Company under this terms and conditions have been fully discharged. 若任何一名聯名客戶不幸去世，帳戶的擁有權將撥歸於尚存之客戶所有，但尚存之客戶在本條款及條件下已向本公司承擔之責任未完全履行前，本公司並無責任轉移該等單位或股份投資予尚存之客戶。
- 10.2 The Client may terminate the account agreement by giving the Company not less than 14 calendar days' written notice. Upon receipt of notice of such termination, the Client will be deemed to have given the Company instructions to cause at the Company's absolute discretion any Units or Shares then held by the Company as nominee for the account of the Client (a) to be redeemed on the day upon which that notice is received by the Company or, if that day is not a dealing day or if that notice is received after the latest time for dealing as specified in the relevant offering document, on the next dealing day (**Effective Date**) and for the redemption proceeds thereof to be remitted to the Client or (b) to be transferred by the Company as nominee on the Effective Date directly to the Client. 客戶可在向本公司發出 14 個香港營業日書面通知後終止本帳戶協議。於收到終止通知時，客戶將被視為已向本公司發出指示，由本公司全權(a)於本公司收到終止通知當日，贖回所有於當時自本公司以代理人之身份代客戶持有之單位或股份，如當日並非交易日，又或本公司於有關銷售文件指定之最後交易時間過後始收到通知，贖回事項則於下交易日生效(「生效日」)，贖回所得款項將退還客戶或(b)由本公司以代理人之身份於生效日直接將該等單位或股份移轉予客戶。
- 10.3 If the Client is at any time in breach of these terms and conditions, the Company may at any time whilst that breach is continuing by notice in writing immediately terminate its appointment as nominee or agent hereunder and cause all or any Units or Shares then held by the Company as nominee for the account of the Client to be redeemed and the redemption proceeds thereof to be remitted to the Client. 任何時候如客戶違反本條款及條件，本公司可隨時(於違約期間內)發出書面通知，即時終止為其出任代理人或仲介人之委託，並安排將本公司以代理人之身份當時代客戶持有之全部或任何單位或股份贖回，並將所得之贖回款項支付予客戶。

## 11. LIABILITY AND INDEMNITY

### 責任及彌償

- 11.1 The Client shall indemnify and agrees to keep indemnified each of the Company as nominee or as agent, its directors, its officers, its affiliates, each relevant fund and/or investment company and any of their respective agents (each a "Relevant Fund Party") against all direct or indirect losses which the Company or the Relevant Fund Party may incur or suffer arising directly or indirectly out of, or in connection with, this terms and conditions or from any cause whatsoever including any purchase, holding, switching and redemption of Units or Shares, the operation of the Account and the enforcement of this terms and conditions save where such losses are due to gross negligence or willful breach of duty on the part of the Company. None of the Company and the Relevant Fund Party shall be liable for any losses or failure or delay in complying with our obligations under these terms and conditions caused directly or indirectly by force majeure including but not limited to any Act of God, war, terrorism, industrial disputes, natural disaster, adverse weather conditions, failure of communication systems or any other cause beyond the Company's control. 客戶明白及同意，如因本條款及條件或其他各種原因，包括購買、持有、轉換及贖回單位或股份投資、操作帳戶及執行本條款及條件，引致本公司(不論是以客戶之代理人或仲介人之身份)、本公司之董事、職員及關聯成員、及每一有關基金及/或投資公司及彼等之任何業務代表(不論直接或間接)蒙受損失，只要該等損失並非本公司任何人士之蓄意失責、疏忽或欺詐所致，客戶將賠償及同意不時賠償上述各方所面臨及招致的一概賠償。若因不可抗力、自然災害、戰爭、恐怖活動、勞資糾紛、惡劣天氣、通訊系統失靈或其他非本公司所能控制之原因，直接



或間接地導致各種損失或使本公司未能履行本條款及條件下之義務或履行此等義務時出現延誤，本公司、代理人及任何有關基金或投資公司概毋須承擔責任。

11.2 For each transaction, the Client will be bound by these terms and conditions, the explanatory memorandum or offering document (or equivalent) for the relevant fund, the terms of the constitutive documents of the relevant fund, in each case as amended from time to time.

客戶之每項交易均受本條款及條件、有關基金之說明書或銷售文件(或同等文件)、各有關基金之組成文件(各文件概以最新版本為準)之約束。

## 12. LEGAL AND TAX IMPLICATIONS

### 法律及稅務方面之影響

12.1 The Client must inform itself of, and take its own independent professional advice on, the relevant legal, tax and exchange control regulations which apply to it relating to entry into the Account and the subscription, holding, switching, redemption and transfer of and any other transactions in Units and/or Shares (each, a **Relevant Event**) under the laws of the place of its operations, domicile, residence, citizenship and/or incorporation or any other relevant laws or regulations and the Client shall fully observe all such regulations.

客戶務須自行瞭解在其擁有業務、戶籍、居留權、公民權及/或註冊成立地區之法律或任何有關法律或規例下其開立帳戶及認購、持有、轉換、贖回及轉讓單位及/或股份及進行任何其他有關單位及/或股份之交易(以上各項稱為「**有關事件**」)而適用於其本人之有關法律、稅務及外匯管制各方面之規例，並就此徵詢獨立專業意見，客戶並須完全遵守一切有關規例。

12.2 The Client acknowledges that neither the Company as nominee or agent, its directors, its officers, its affiliates, nor any fund and/or investment company, nor any manager, investment manager or agents of such fund and/or investment company have (i) made any warranty and/or representation as to the tax consequences in relation to any Relevant Event (or combination of Relevant Events), or (ii) taken any responsibility for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and each of such parties expressly disclaims any liability whatsoever for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and/or for any loss howsoever arising (whether directly or indirectly) from any Relevant Event (or combination of Relevant Events).

客戶明白，本公司(不論是以客戶之代理人或仲介人之身份)、本公司之董事、職員及關聯成員、或任何基金及/或投資公司又或該等基金及/或投資公司的任何經理人、投資經理或業務代表概無(i)就任何有關事件(或多項有關事件的結合)的稅務後果而作出任何保證及/或聲明，亦無(ii)就任何有關事件(或多項有關事件的結合)的任何稅務後果承擔任何責任，上述各方並分別表明，概不就任何有關事件(或多項有關事件的結合)及/或因任何有關事件(或多項有關事件的結合)所引致的任何損失承擔任何責任。

12.3 The Client also acknowledges that the information relating to tax contained in the relevant constitutional documents and/or offering documents where applicable is intended as a general guide only and do not necessarily describe the tax consequences for all types of investors in the relevant fund and/or investment company. The Client understands that dividends, interest income, gains on the disposal of investments and other income received by the relevant fund and/or investment company on its investments in some countries may be liable to the imposition of withholding tax or other tax.

客戶並明白，有關組成文件及/或銷售文件所載有關稅項的資料僅為一般指引，不一定詳述有關基金及/或投資公司所有類別投資者的稅務後果。客戶明白有關基金及/或投資公司若在部份國家/地區獲得任何股息、利息收入、出售投資之增值及其他收益，或須繳納預扣稅或其他稅項。

12.4 Notwithstanding anything to the contrary, the Client will be responsible for any taxes incurred by the Company as nominee or agent in respect of any Units or Shares held for the account of the Client other than any such taxes which may be incurred solely by reason of the Company as nominee holding those Units or Shares in its name and which would not have been incurred had the Client held the relevant Units or Shares directly in the Client's name.

不論有否其他規定，客戶均須承擔本公司(不論是以客戶之代理人或仲介人之身份)為客戶持有任何單位或股份而招致之任何稅項惟不包括任何純粹由於本公司(不論是以客戶之代理人或仲介人之身份)以其名義持有該等單位或股份而引致、但若客戶直接以其本人名義持有有關單位或股份則不會招致之稅項。

## 13. DATA PROTECTION

### 資料保護

The Client understands that the Company is subject to the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of 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 Section C of this Agreement and, where the Client is an individual, the Client acknowledges and accepts that he or she fully understands and accepts the provisions in Section C. 客戶明白本公司須受《個人資料(私隱)條例》(香港法例第486章)，就個人資料的使用之規限。本公司之個人資料政策及實行措施，已載於本協議的C部份，如客戶是個人客戶，客戶現確認及接受其完全明白及接受C部份之條文。



## 14. NOTICES

### 通知

- 14.1 The Client and the Company undertake to each other to notify the other in the event of any material change to the information provided herein or in the application form.  
若本條款及條件或申請表內所提供之資料有任何重大變動，客戶及本公司雙方均有責任通知對方。
- 14.2 Communication or notice will be sent manually or electronically at the Company's absolute discretion and at the risk of the Client to the Client's address (postal or e-mail) or number as detailed in the application form. The Client shall promptly notify the Company of any change of postal or email address in writing or by other means as accepted by the Company and any such change shall be effective on such date as may be specified by the Company from time to time following receipt by the Company of such notice. Communication or notice sent to the Client's last known address (postal or email), will be deemed to have been duly delivered to the Client.  
本公司將全權決定按客戶在申請表上所列之(郵遞或電郵)地址或號碼以人手投寄或以電子方式發出各種通信及通知，所有風險概由客戶承擔。客戶之郵遞或電郵地址如有任何變更，客戶會盡快以書面或任何其他本公司可接受之方式通知本公司，而有關變更將會在本公司收到有關通知後由本公司可能不時指明之日期起生效。所有通信及通知一經寄往客戶的最後所知(郵遞或電郵)地址，即視作已妥善交付客戶。
- 14.3 If the Client does not notify the Company in writing of non-receipt of, or any errors in any communication or notices within 14 business days of the relevant dealing day, the transactions will be deemed to be binding on the Client. The Client shall not raise any objections or pursue any remedies against the Company, the Nominee or the relevant fund or investment company.  
倘若客戶未能在有關交易日之 14 個香港營業日內以書面方式通知本公司其並未收到任何通信或/及通知，或指出任何上述通信或/及通知之任何錯誤，有關交易將視作對客戶具約束力。客戶不可向本公司、代表人或有關基金或投資公司提出反對或追討任何補救賠償。
- 14.4 All notices and other communications sent from or to the Client will be sent at the risk of the Client. Unless due to their wilful default or gross negligence, none of the Company as nominee or agent, its directors, its officers, its affiliates, and the relevant fund or investment company shall be responsible for any inaccuracy, interruption, error or delay or failure in transmission or delivery of any telephone, electronic or other form of communication, or for any equipment failure or malfunction and none of them shall be liable for any direct or indirect or consequential losses arising from or in connection with the foregoing.  
客戶與本公司之間所有通知及其他通訊上所涉及之任何傳遞風險，概由客戶承擔。除本公司(不論是以客戶之代理人或仲介人之身份)、本公司之董事、職員及關聯成員、及有關基金或投資公司本身之蓄意失責或嚴重疏忽外，任何因電話、電子或其他通訊方式在傳送或發送方面之任何不確、中斷、錯失或延誤或故障，或任何設備發生故障或機能失常，本公司、代理人及有關基金或投資公司概不承擔任何責任，亦不會對上述情況所直接或間接或相應導致之任何損失承擔任何法律責任。
- ## 15. OTHERS
- ### 其他
- 15.1 The Client represents that it has complied with, and will continue to comply with, all applicable laws and regulations and that this representation is deemed repeated every time the Client subscribes, redeems or converts Units or Shares.  
客戶聲明其已遵從、並會繼續遵從一切適用法例及規例，而客戶每次認購、贖回或轉換單位或股份時均被視為重複作出此項聲明。
- 15.2 The Company shall have a first and general lien on all Assets, Units or Shares held for the Client's account for any amounts owed by or other liability of the Client to the Company under this terms and conditions and may without notice to the Client set off and appropriate and apply any credit balance on any account of the Client with the Company (whether subject to notice or not and whether matured or not) against any amounts owed by or other liability of the Client to the Company under these terms and conditions.  
若客戶在本條款及條件下欠負本公司各種款項，本公司即時為客戶帳戶持有的任何資產、單位或股份具有第一及全面的留置權，並可不經通知客戶，即動用客戶於本公司開設之任何帳戶內持有的任何資產、單位或股份，抵銷客戶在本條款及條件下欠負本公司各種款項，而不論該等資產、單位或股份是否設有通知期，亦不論其是否已達原定之到期日。
- 15.3 Each benefit, right and indemnity set out herein in favour of the Company is also given, to the extent possible under the applicable law and regulation (as may be amended from time to time), in favour of each Relevant Fund Party as if set out in full in favour of each such party.  
本條款及條件內所賦予本公司之每項利益、權利及賠償保證均在依照適用法律及規例(經不時修訂)的可行情況下賦予每名有關基金方，猶如所載者乃悉數賦予每一方無異。
- 15.4 The Account is personal to the Client and cannot be charged, assigned or transferred in any way by the Client. 本帳戶屬客戶私人所有，客戶不得以任何方式抵押、出讓或轉讓。

- 15.5 The Company reserves the right at its absolute discretion to vary these terms and conditions and the Client agrees that it will be bound by any such variation. The Company shall notify the Client of any such variation as soon as reasonably practicable.  
本公司保留按其全權決定修改上述條款及條件之權利，而客戶亦同意接受任何該等修改約束。本公司將在合理可行範圍內盡早將該等修改告知客戶。
- 15.6 Timing shall be of the essence for any of the Client's obligations hereunder.  
客戶對履行本條款及條件所訂任何義務時必須嚴格遵守時間規定。
- 15.7 If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable under any applicable law, neither the validity nor enforceability of the remaining provisions will in any way be affected or impaired.  
任何時候若本條款及條件之任何條文因任何適用法律而成為不合法、無效或無法執行，則餘下條文之效力或可執行範圍概不受影響或妨礙。
- 15.8 Failure or delay by the Company in exercising any of its rights shall not constitute a waiver or forfeiture of such rights.  
本公司若未有或延誤行使其任何權利，概不表示放棄或取銷該等權利。

**16. RISK DISCLOSURE STATEMENTS**  
**風險披露聲明**

Section D hereto issued in accordance with the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission in Hong Kong constitutes an integral part of this Agreement.  
本協議書之D部份所發佈乃依照香港證券及期貨事務監察委員會持牌人或註冊人操守準則制定其主要部份。

## SECTION C

### PERSONAL DATA (PRIVACY) ORDINANCE NOTICE 《個人資料（私隱）條例》通知

1. For the purposes of opening and maintaining an account with Pando Finance Limited (the “Company”) in relation to the services that the Client requires, the Client shall provide to the Company personal data as required by applicable law, codes, guidelines and regulations issued by the relevant regulatory authorities in Hong Kong as well as other relevant jurisdictions from time to time.  
為開立及維持與潘渡有限公司（「本公司」）之帳戶以便本公司提供客戶要求之服務，客戶須不時按照香港及其他有關司法管轄區之有關監管機構發出之適用法律、守則、指引及規例向本公司提供個人資料為開戶之先決條件。
2. Should a client fail to provide the Company with the necessary personal data, the Company would be unable to open or maintain account(s) for the Client, or to take instructions from the Client for the provision of services to the Client.  
若客戶未能向本公司提供充分之個人資料，將導致本公司不能為客戶開立或管理其帳戶，或接收客戶指示，從而不能向客戶提供服務。
3. Personal data of clients may be used by the Company for the following purposes:  
個人資料可用作以下用途：
  - (a) conducting due diligence for opening and maintaining accounts  
就開立及管理帳戶而進行盡職審查
  - (b) attending to daily operation of account(s) for provision of services to clients  
為帳戶的日常運作提供服務
  - (c) conducting credibility checks on clients to ensure ongoing credit-worthiness of clients  
對客戶進行信用審查，以確保客戶維持可靠信用
  - (d) development of new financial products and/or services to meet client demands  
開發新金融產品及/或服務，以滿足客戶需求
  - (e) marketing suitable financial products and/or services to clients  
向客戶推銷適合的金融產品及/或服務
  - (f) collection of amounts due, enforcement of Assets, charge or other rights and interests in favour of the Company  
為本公司追收欠款、強制執行抵押、押記或其他權利及權益
  - (g) making disclosures as imposed on the Company by the applicable laws or regulatory requirements  
按適用法律或監管要求之規定作出披露
  - (h) making disclosures as required by law or regulatory requirements applicable to the institution(s) with which we have or propose to have dealings for the purpose of rendering services to clients  
按照法律規定或監管要求向與本公司有事務往來或進行事務往來的機構作出適用的披露以便提供服務予客戶
  - (i) any other purposes incidental to any of the above  
與上述項目有關之任何其他用途
4. Personal data held by the Company will be kept confidential subject to disclosure to:-  
本公司持有之客戶個人資料將被保密，惟按照對本公司具約束力之法例本公司被強制作出披露的，則可作出披露予以下人士：
  - (a) any agent, contractor, or service provider who offers administrative, data processing, telecommunications, computer, financial, professional, custodial, settlement, banking, clearing, printing or other services to the Company in connection with the operation of the Company’s business;  
任何代理人、承包商、或服務供應商以提供行政、數據處理、電訊、電腦、金融、專業、保管、交收、銀行、結算、印刷或其他與本公司業務運作有關之服務；
  - (b) any person to whom the Company is under an obligation to make disclosure under the requirements imposed by the applicable law or under and for the purposes of any rules, codes, guidelines issued by the regulatory or other authorities that are applicable to the Company;  
任何按照適用之法律規定或根據或基於監管或其他機構所發出適用於本公司的任何規則、守則、指引本公司有責任向其作出披露的人士；
  - (c) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom the account is transferred; and  
承讓人、受讓人、參與者、分參與者、獲轉授人、承繼人或獲轉讓有關帳戶之人士；及
  - (d) any person under a duty of confidentiality to the Company which has undertaken to keep such information confidential;  
對本公司有保密責任並承諾將有關資料保密的人士

- (e) any financial institution with which the Company has or proposes to have dealings for the purpose of rendering services to clients when the Company compelled to make disclosure under the requirements of any laws binding on the Company.

任何金融機構為向客戶提供服務而與本公司有事務往來，或建議進行事務往來。

5. In accordance with the provisions of the Ordinance, any individual has the right to:

按照該條例的條文，任何個人客戶有權：

- (a) check whether the Company hold any personal data about him/her and gain access to such data  
查核本公司是否持有其個人資料及查閱該等資料
- (b) require the Company to correct any personal data relating to him/her which is inaccurate  
要求本公司改正有關其不準確之個人資料
- (c) ascertain the policies and practice of the Company in relation to personal data and be informed of the kind of personal data held by the Company  
查明本公司有關個人資料之政策及實行措施，並獲告知本公司持有之個人資料種類

6. By virtue of section 28 of the Ordinance, the Company may impose a reasonable fee for the processing of any data access request.

憑藉該條例第 28 條之規定，本公司可就處理任何查閱資料之要求收取合理費用。

7. **USE OF DATA IN DIRECT MARKETING** 在直接促銷中使用資料

The Company intends to use a client's data in direct marketing and the Company requires the client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that: 本公司擬把客戶資料用於直接促銷，而本公司為該用途須獲得客戶同意（包括表示不反對）。請注意：

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Client held by the Company from time to time may be used by the Company in direct marketing;  
本公司可能把本公司不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行爲、財務背景及人口統計數據用於直接促銷；
- (ii) the following classes of services, products and subjects may be marketed: 可用作促銷下列類別的服務、產品及促銷標的：
- (1) financial, insurance, investment, wealth and asset management and related services and products;  
財務、保險、投資、財富及資產管理和相關服務及產品；
- (2) reward, loyalty or privileges programmes and related services and products;  
獎賞客戶或優惠計劃及相關服務及產品；
- (3) the Company's partners may be provide and promotion information for the relevant services and products to you, as the case may be); and  
本行合作夥伴或許向閣下提供其相關服務及產品
- (iii) the above services, products and subjects may be provided or solicited by the Company and/or:  
上述服務、產品及促銷標的可能由本公司及/或下列各方提供或徵求：
- (1) the Company's group companies;  
本公司集團成員公司；
- (2) third party financial institutions, insurers, co-operation companies, securities and investment services providers;  
第三方金融機構、承保人、合作公司、證券及投資服務供應商；
- (3) third party reward, loyalty, co-branding or privileges programme providers;  
第三方獎賞、客戶或合作品牌或優惠計劃供應商；
- (4) co-branding partners of the Company and the Company's group companies.  
本行及本行集團成員公司之合作品牌夥伴。
- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (7)(i) above to all or any of the persons described in paragraph (7)(iii) above for use by them in marketing those services, products and subjects, and the Company requires the Client's written consent (which includes an indication of no objection) for that purpose;



## PANDOFINANCE

除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上（7）（i）段所述的資料提供予以上（7）（iii）段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行爲此用途須獲得客戶書面同意（包括表示不反對）；

- (v) The Company may receive money or other property in return for providing the data to the other persons in paragraph (7)(iv) above and, when requesting the Client's consent or no objection as described in paragraph (7)(iv) above, the Company will inform the Client if it will receive any money or other property in return for providing the data to the other persons.

本公司可能因如以上（7）（iv）段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本公司因提供資料予其他人士而獲得任何金錢或其他財產的回報，本公司會於以上（7）（iv）段所述徵求客戶同意或不反對時如是通知客戶。

**If a Client does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the Client may exercise his opt-out right by completing the “Form X” which can be found just after this section by notifying the Company about your intention.**

如客戶不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可填寫緊隨於本章節後的「表格 X」通知本公司行使其選擇權拒絕促銷。

8. All requests for access to personal data, correction of personal data or incidental information should be addressed to the Compliance Officer of the Company at Suite 1408, Two Exchange Square, 8 Connaught Place, Central, Hong Kong. 如有任何查閱個人資料、改正個人資料或其他有關資料之要求，請向本公司合規部主管（Compliance Officer）提出，地址為香港中環康樂廣場8號交易廣場第二座1408室。

Form X 「表格 X」

**Notification to refuse using personal data information**

**拒絕使用個人資料通知書**

Client's Name :  
客戶姓名 :

Account Number:  
帳戶號碼

I confirm that I refuse any of my personal data disclosed to your company during the time of account opening to be used by your company or any of your related group companies or co- partners.

本人確認本人拒絕貴公司、貴公司之關連公司或合作伙伴採用本人在貴公司開立帳戶過程中所披露的任何個人資料。

Client's Signature:  
客戶簽署

Client's Name:  
客戶姓名

Date:  
日期

To be filled by the Company公  
司填寫

Date received 收到日期	Handled by 處理	Approved by 批核	Compliance File & Review 合規部存檔及覆核

SECTION D

RISK DISCLOSURE STATEMENT

風險披露聲明書

The Risk Disclosure Statement, which has been provided in this Schedule in accordance with the Code of Conduct, forms an integral part of this Agreement. This Statement cannot disclose all of the risks and significant aspects of all investment activities or of markets in which the Client may elect to trade under the terms and conditions of this Agreement or other arrangements with the Company from time to time. The Client should therefore study carefully the salient features of each of the investment activities and/or any other relevant trading arrangements before the Client enters into any Transaction. The Client should also consider whether a Transaction is appropriate for the Client in the light of the Client's experience, objectives, financial resources and other relevant circumstances.

本風險披露聲明書按照香港證券及期貨事務監察委員會《持牌人及註冊人操守準則》的規定向閣下提供，屬於本協議的主體部份。本聲明書未能盡錄客戶根據本協議所載的條件及條款或不時與本公司訂立的其他安排所決定投資活動或市場有關的所有風險或其他重要事項。因此，在進行買賣交易之前，客戶應仔細研究每項投資活動及／或任何其他交易安排的重要特色。客戶須因應本身之投資經驗、投資目標、財政資源及其他相關情況，仔細衡量是否適合進行買賣交易。

By entering into this Agreement and executing the form of Account Opening Application, the Client acknowledges that the Client has read this Risk Disclosure Statement and understands the risks applicable to the services and products to be made available to the Client by the Company.

若客戶訂立本協議及簽訂開戶申請表，即為客戶確認已細閱本風險披露聲明書，並瞭解本公司向客戶提供的服務及產品有關的風險。

A. RISK DISCLOSURE STATEMENT FOR CASH ACCOUNT

現金帳戶及保證金帳戶的風險披露聲明書

1. RISK OF SECURITIES TRADING

證券交易的風險

The prices of Assets fluctuate, sometimes dramatically. The price of a Assets 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 Assets.

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。

2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上上市。創業板股份可能非常波動及流通性很低。

The Client 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.

客戶確認並明白客戶只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其它特點，意味著這個市場較適合專業及其它熟悉投資技巧的投資者。

Current information on GEM stocks may only be found on the internet website operated by SEHK. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

現時有關創業板股份的數據只可以在聯交所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

The Client should seek independent professional advice if the Client is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

假如客戶對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

3. RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE

在聯交所買賣納斯達克 – 美國證券交易所證券的風險

The Securities under the Nasdaq-Amex Pilot Program ("PP") at SEHK are aimed at sophisticated investors. The Client should consult a licensed or registered person and become familiarised with the PP before trading in the PP Securities. The

Client should be aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or GEM 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。客戶在買賣該項試驗計劃的證券之前，應先諮詢持牌或註冊人的意見和熟悉該項試驗計劃。客戶應知悉，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。

#### 4. RISK OF TRADING OF OVERSEAS SECURITIES, INCLUDING B SHARES LISTED IN THE PEOPLE'S REPUBLIC OF CHINA

##### 買賣外國證券包括中國 B 股的風險

The Client should only undertake trading of foreign securities if the Client understands the nature of overseas securities trading and the extent of the exposure to risks. In particular, overseas securities trading is not regulated by the SEHK and will not be covered by the Investor Compensation Fund despite the fact that the Company is an exchange participant of the SEHK. The Client should carefully consider whether such trading is appropriate for the Client in light of the Client's experience, risk profile and other relevant circumstances and seek independent professional advice if the Client is in doubt.

客戶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，儘管本公司是聯交所的交易所參與者，外國證券的買賣並不受聯交所所管轄，並且不會受到投資者賠償基金所保障。客戶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)。

#### 5. RISKS OF AFTER-HOURS TRADING

##### 盤後交易的風險

Trading in securities at times that are outside the ordinary trading hours for the Exchange(s) upon which such securities are traded ("After-Hours Trading" or "Extended Hours Trading") involves additional risks. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended hours trading than you would during regular markets hours. Client must familiarizing themselves with such risks before undertaking any After-Hours Trading, including: 在交易所常規交易時段之外交易證券（“盤後交易”或“延長交易時段”）涉及額外風險。因此，您的訂單可能只是部分執行，或者根本不執行，或者您可能在延長交易時段內獲得的價格低於常規交易時段。在進行任何盤後交易之前，客戶必須熟悉此類風險，包括：

There may be lower liquidity in extended hours trading as compared to regular market hours.

與常規交易時段相比，延長交易時段的流動性可能較低。

There may be greater volatility in extended hours trading than in regular market hours.

延長交易時段的波動可能比常規交易時段更大。

The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular market hours, or upon the opening of the next morning.

在延長交易時段交易的證券價格可能無法在常規交易時段結束時或第二天早晨開盤時反映價格。

Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities.

根據延長交易時段系統或一天中的時間，特定延長交易時段系統上顯示的價格可能無法反映在同一證券交易在其他同時運營的延長交易時段系統中的價格。

Issuers may make news announcements that may affect the price of their securities after regular market hours which, if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

發行人可能會在常規交易時段後發布可能影響其證券價格的新聞公告，如果再加上較低的流動性和較高的波動性，可能會導致股票在短時間內達到一個不可持續的誇張價格。

Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

延長交易時段內較低的流動性和較高的波動性可能導致特定證券的差價超出正常水平。

For certain derivative securities products, an updated underlying index value or intraday indicative value may not be calculated or publicly disseminated in extended trading hours, which may cause prices during Extended Trading Hours to not reflect the prices of those securities when they open for trading.

對於某些衍生證券產品，更新的相關指數值或日內指示值可能無法在延長交易時段內計算或公開發布，這可能導致延長交易時段內的價格不能反映這些證券常規交易時段開始時的價格。

The Exchange(s) will not report a value of an index underlying an index option trading during Extended Trading Hours, because the value of the underlying index will not be recalculated during or at the close of Extended Trading Hours.

交易所不會在延長交易時段內報告指數期權交易的指數值，因為在延長交易時段或延長交易時段結束時不會重新計算相關指數的價值。

During After-Hours Trading, the Company or its brokers may provide quotations from and execute Client trades through various electronic communications networks, exchanges or other trading systems ("After-Hours Trading Facilities"). Quotations provided during After-Hours Trading may be different than quotations provided during exchange trading hours.



Likewise, it is possible that the quotations displayed by the Company or its brokers from After-Hours Trading Facilities on which the Company or its brokers can execute Client trades may be less favorable than those on other After-Hours Trading Facilities to which the Company or its brokers do not have access. Last sale information provided by the Company or its brokers may not reflect the prices of the most recent trades on all of the various After-Hours Trading Facilities.

在盤後交易期間，本公司或其經紀人可通過各種電子通訊網絡，交易所或其他交易系統（“盤後交易設施”）提供報價並執行客戶交易。在盤後交易期間提供的報價可能與在交易所交易時段內提供的報價不同。同樣，本公司或其經紀人透過在公司或其經紀人可以執行客戶交易的盤後交易設施中顯示的報價可能不如其他本公司或其經紀人沒有使用的盤後交易設施的報價。本公司或其經紀商提供的最新銷售信息可能無法反映所有各種盤後交易設施的最新交易價格。

## **B. RISK DISCLOSURE STATEMENTS FOR ALL TYPES OF ACCOUNTS**

### **適用於所有種類帳戶的風險披露聲明書**

#### **1. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

##### **在香港以外地方收取或持有的客戶資產的風險**

Client Assets received or held by the Company 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 and the rules made thereunder. Consequently, such Assets of the Client may not enjoy the same protection as that conferred on Client Assets received or held in Hong Kong.

本公司在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》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。

#### **2. RISK OF USING THE ELECTRONIC TRADING**

##### **電子交易的風險**

Trading on one electronic trading system may differ from trading on another electronic trading system. If the Client undertakes transactions on an electronic trading system, the Client will be exposed to risks associated with the system, including the failure of its hardware and/or software. Any system failure may result in the Client's order either not executed according to the Client's instructions or not executed at all. The Client acknowledges that internet and email services may be subject to certain IT risks and disruption.

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

Communication of information or transactions 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 Company's control. Messages sent over the internet cannot be guaranteed to be completely secure. The Client acknowledges and agrees to bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages or instructions either sent to or received from the Company's systems over the internet. The Company shall not be responsible for any losses or damages incurred or suffered as a result thereof, including without limitation delays in the transmission of instructions or orders to the place of execution or the transmission of reports of execution to the Client due to any failure of communication facilities, or any other delays beyond the reasonable control of the Company.

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本公司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。客戶應注意，任何經本公司系統發出或接收的訊息或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，客戶須為有關風險負責。本公司不會就有關的損失及損害負上責任(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客戶發出執行報告，或其他不能合理地由本公司控制的延誤)。

#### **3. RISK OF E-STATEMENT SERVICES**

##### **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 control of the Company. 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 designated 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 the Client.

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干擾、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本公司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，及客戶須要完全承擔任何誤解通信或通信錯誤之風險。

Appropriate computer equipment and software, internet access and a specific email address provided and designated by the Client are required for using the E-Statement Service. As a result, the Client may incur additional costs for using the E-Statement Service. The Company will send an email notice to the Client's designated email address. The Client should inform the Company as soon as practicable upon a change in the designated email address.

客戶須配備適當的電腦設備和軟件、接達互聯網，及提供和指定一個電郵地址，方可使用電子結算單服務。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，及客戶須要完全承擔任何誤解通信或通信錯誤之風險。

Moreover, the Client acknowledges that email will be the Client's only notice that trade documents have been posted on the Company's website, and the Client should check the designated email address regularly for such notice. The Client should promptly review trade documents posted on the Company's website upon receiving notice from the Company to ensure that any errors are detected and reported to the Company as soon as practicable. Revocation of consent to the provision of trade documents by access through websites will be subject to the giving of such advance notice by the Client as the Company may reasonably require.

客戶或招致額外費用方可使用電子結算單服務。客戶收到本公司的通知後，應從速查閱登載於本公司網站的交易文件，以確保在切實可行的範圍內盡快發現任何錯漏並向本公司提出指正。客戶如欲撤銷同意以透過網站取覽的方式獲提供交易文件，須按照本公司的合理要求給予事先通知。

The Client may be required to pay a reasonable charge for obtaining a hard copy of any trade document that is no longer available for access and downloading through the Company's website. As a result, the Client should save an electronic copy in his own computer storage or print a hard copy of the trade document for future reference.

客戶如要取得不可再透過本公司網站取覽及下載的任何交易文件的列印本，或須繳付合理費用。因此，客戶應把交易文件的電子版本儲存於本身的電腦存儲裝置，或備存一份列印本，以作日後參考。

## C. DISCLAIMERS

### 免責聲明

#### 1. NO INVESTMENT OR TAX ADVICE

##### 並無提供稅務意見

The Company does not offer investment or tax advice of any nature and whilst the Company may provide information or express opinions from time to time, such information or opinions are not offered as investment or tax advice. The Client should decide upon any dealing only after having made all such enquiries and assessments as the Client considers appropriate, and the Client should place no reliance on the Company to give advice or make recommendations.

本公司並無提供任何性質的稅務意見。雖則本公司可不時提供資料或表達意見，有關資料或意見並非作為稅務意見。在決定進行交易之前，應作出客戶認為適當的查詢及評估，並不應倚賴本公司提供意見或建議。

#### 2. INDEPENDENT ADVICE

##### 獨立意見

If the Client is in any doubt about the risks involved in any trading or investment arrangements or the Client is uncertain of or have not understood any aspect of the Risk Disclosure Statement, the Client should seek independent professional advice.

若客戶對任何交易或投資安排的所涉風險有任何疑問，或對本風險披露聲明的任何方面有不確知或不明白之處，客戶應尋求獨立專業意見。

。

## SECTION E

### ANTI-MONEY LAUNDERING UNDERTAKINGS

#### 防止洗黑錢活動

1. The Client hereby represents that all application monies are not third party monies and that this representation is deemed repeated every time the Client effects payments to the Company.  
客戶茲聲明所有申請款項並非第三者款項，而客戶每次向本公司付款時均被視為重複作出此項聲明。
2. The Client hereby undertakes not to engage in any money laundering activities and that this undertaking is deemed repeated every time the Client places instructions to the Company. Money laundering activities referred to in this paragraph may involve the following misconduct:  
客戶承諾不會從事任何洗黑錢活動，而客戶每次向本公司遞交指示時均被視為重複作出此項承諾。本條款所述之洗黑錢活動包括以下之不法行為：
  - (a) Drug-trafficking offenses - include the manufacture, importation, sale, or distribution of controlled substances; the commission of acts constituting a continuing criminal enterprise and transportation of drug paraphernalia; 藥品銷售之犯罪 - 指製造、進口、銷管制藥品，上開犯罪行為包括由持續性之犯罪集團所為及隨身攜帶毒品在內；
  - (b) Financial misconduct - includes the concealment of Assets from a receiver, custodian, trustee, marshal, or other officer of the court, from creditors in a bankruptcy proceeding; the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding with the intent to defraud any bankruptcy law, the giving of false oaths or claims in relation to a bankruptcy proceeding; bribery; the giving of commissions or gifts for the procurement of loans; theft, embezzlement, or misapplication of bank funds or funds of other lending, credit, or insurance institutions; the making of fraudulent bank or credit institution entries or loan or credit application; and mail, wire, or bank or bank postal robbery or theft; and  
財務上之不法行為 - 指對收受者、保管人、受託人、或法院執行官隱匿資產、及在破產程序中對債權人隱匿資產；在破產程序中，蓄意違反破產法之規定，製造虛偽之移轉行為；在破產程序中作出虛假之宣誓或請求；行賄；在貸款程序中給予佣金或餽贈；竊盜，侵佔，或向銀行、其他借貸機構、保險機構申請不當借貸；向銀行或信用機構提出虛偽之貸款或信用申請；及郵寄、電匯或詐欺銀行或對銀行郵寄作業之搶奪及竊盜；及
  - (c) Other activities associated with money laundering may include counterfeiting, espionage, kidnapping or hostage taking, copyright infringement, entry of goods by means of false statements, smuggling, removing goods from the custody of customs officials, illegally exporting arms, etc.  
其他與洗錢有關之犯罪行為，尚包括仿冒行為、間諜行為、綁架及擄走人質、侵著作權、或是藉由虛偽之聲明引進貨品、侵佔或移走海關人員保管下之貨物、非法出口武器等在內。
3. The Client further acknowledges and accepts that all dealings will be subject to applicable laws and regulations, including without limitation, those relating to marketing timing and anti-money laundering, as well as the internal procedures of the Company and that the process of settlement instructions including payment and transfer of monies may be delayed and/or declined due to requirements of these laws regulations and /or procedures. In these circumstances, the Company shall be free to take such further action as it, in its discretion, may deem appropriate or necessary. The Company shall not be held accountable to the Client or any other person if it delays execution or declines to execute instructions in these circumstances.  
客戶並明白及接納一切買賣均須受制於適用之法例及規例 (包括但不限於與選時交易及防止洗黑錢活動相關者)，以及本公司之內部程序，而交收指示 (包括款項的支付及過戶) 或會因此等法例、規例之規定及/或程序而受到阻延及/或被拒絕受理。在此等情況下，本公司將可自行酌情決定及採取本公司視為適當或必需之進一步行動。若本公司在此等情況下延遲執行或拒絕執行指示，本公司將概不會對客戶或任何其他人士負責。

## SECTION F

### Important Notes and Specific Risks of trading via Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect (China Connect)

#### 有關透過滬港通及/或深港通交易之重要文件及特別風險

The following describes some of the risks and other significant aspects of trading the Shanghai Stock Exchange (“SSE”) securities and/or Shenzhen Stock Exchange (“SZSE”) via Shanghai-Hong Kong Stock Connect (“China Connect”) and/or Shenzhen-Hong Kong Stock Connect (collectively referred to as “China Connect”) through Pando Finance Limited (the “Company”). In light of the risks, you should undertake such transactions only if you understand the nature of China Connect trading and the extent of your exposure to risk. You should carefully consider (and consult your own advisers where necessary) whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. 以下是一些通過潘道有限公司(“公司”)透過滬港通及/或深港通(下稱“中港通”)買賣上海證券交易所及/或深圳證券交易所之風險及其他重要詳情。由於涉及風險，你只應在你完全理解中港通之性質及你將承受之風險才進行有關交易。你應按你的經驗、目的、財務資源及其他因素小心考慮(及在有需要時諮詢你的顧問)該等交易是否適合你。

You must observe relevant laws and regulations of Mainland China and Hong Kong as well as the rules of the exchanges. You must accept and agree the aforesaid and the risks related to China Connect, including but not limited to being liable or responsible for breaching the SSE Listing Rules, SSE Rules, SZSE Listing Rules, SZSE Rules and other applicable laws and regulations before giving instructions. Detailed information on trading via China Connect can be referred to on HKEX or the Company website. 你必須遵守中國內地及香港相關之法律及法規，和一切有關交易所之條例。在作出交易指示前，你必須接受並同意上述有關中港通之風險，包括但不限於為上海證券交易所之上市條例、上海證券交易所條例、深圳證券交易所之上市條例、深圳證券交易所及其他有關法律及法規負責。有關中港通交易詳細資料可參閱聯交所或公司網站。

#### 1. No day trading is allowed

##### 不容許即日買賣

You are not allowed to carry out day trading through China Connect. A shares bought on trade day (T-day) can only be sold on or after T+1 day.

中港通不允許即日買賣。在交易日(T日)購買的股票只可在T+1日或以後出售。

#### 2. OTC trading is not permitted

##### 不容許場外交易

All trading must be conducted on SSE and or SZSE, i.e. no over-the-counter (OTC) or manual trades are allowed.

所有交易一定要在上海證券交易所及/或深圳證券交易所進行。場外交易及人手交易將不被允許。

#### 3. Must have shares in Company’s CCASS account before the market opens

##### 開市前於公司之中央結算系統持足夠股票

You must have your shares transferred to the Company’s corresponding CCASS account before the commencement of trading on a trading day if you intend to sell the shares during a trading day.

如你欲在交易日出售股票，你一定要在同一交易日開市前將股票轉到公司相應之中央結算系統戶口。

#### 4. Stock and money settlement arrangement

##### 股票及款項交收安排

For SSE and SZSE shares trading, stock settlement will be conducted on T-day, while money (including the transaction amount as well as the related fees and levies) will settle on T+1 day. You should ensure you have sufficient RMB in your account for settlement.

上海證券交易所及/或深圳證券交易所之交易及股票結算將在T日進行，而資金(包括交易金額及相關之費用及稅款)將於T+1日結算。你應確保戶口內有足夠的人民幣作結算之用。

#### 5. Company’s right to cancel your orders in case of contingency

##### 公司有權在突發情況時取消你的落盤指令

The Company shall have the right to cancel your orders without prior notice in case of contingency such as any incident beyond the control of the Company which may affect order placing or settlement of the transaction. You acknowledge that the Company may be requested by the SEHK, SSE, SZSE or any other China Connect Authority to reject orders from you.

公司將有權在突發情況時如在本公司控制範圍以外影響到交易及交收的情況下，沒有預先通知取消你的買賣指令。你同意本公司將會因應香港交易所、上海股票交易所、深圳股票交易所或其他中港通法定機構的指示而取消你的交易指示。

#### 6. Quota restrictions

## 每日額度限制

Purchases of SSE and or SZSE securities through China Connect are subject to certain daily quota controls. As a result, there is no assurance that a buy order can be successfully placed through China Connect. 在上海證券交易所及/或深圳證券交易所透過中港通購買之證券將受每日額度限制。所以購買指令不保證可透過中港通執行。

### 7. Difference in trading day and trading hours

#### 交易日及交易時間之差異

China Connect allows trading only on the days when both Hong Kong and the respective Mainland Chinese markets are open for trading, and banking service are available in both markets on the corresponding settlement days. You should also note that A shares trading will follow the trading hours of the Exchange where it is listed.

中港通之交易日需要在香港及相應內地交易所同時開放市場交易，並在相應的交收日於兩地均有銀行服務。A股之交易將遵從有關交易所之交易時間。

### 8. Foreign shareholding restriction

#### 外資持股比例限制

Under Mainland China laws, there is a limit to how many shares a single foreign investor is permitted to hold in a single Mainland China listed company. The Company has the right to force-sell your shares upon receiving a forced-sale notification from SEHK. Accordingly, you should ensure you fully understand the Mainland rules and regulations in relation to shareholding restrictions and disclosure obligations and follow such rules and regulations.

中國內地法律限制外國投資者對單一國內上市公司之持股量。公司在收到香港聯交所強制出售指示後有權強制出售投資者的股票。因此，你應確保其完全理解中國內地有關持有股份之限制及披露責任之法規，並遵重該等法規。

### 9. Short Swing Profit Rule

#### 短線交易利潤規例

Under Mainland China laws, the “short swing profit rule” requires investors to return any profits made from purchases and sales in respect of China Connect securities of a Mainland China listed company if (a) your shareholding in the Mainland China listed company exceeds the threshold prescribed by the relevant China Connect authority from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. 按中國內地法律，“短線交易利潤規例”要求投資者歸還任何透過中港通購買及出售之中國上市公司證券所獲之得益，如(a)投資者對中國內地之上市公司持股量超過有關中港通監管機構不時制定之門檻，及(b)有關出售交易在購買交易之6個月內發生，反之亦然。

### 10. Not protected by Investor Compensation Fund

#### 不受投資者賠償基金保障

You should note that both SSE and SZSE trading under China Connect will not be covered by Hong Kong’s Investor Compensation Fund. As Hong Kong investors are not carrying out SSE and/or SZSE trading through Mainland brokers, they are not protected by China Securities Investor Protection Fund on the Mainland.

投資者應注意在上海證券交易所及/或深圳證券交易所之交易將不受香港投資者賠償基金保障。且因香港投資者並非透過中國內地經紀交易，香港投資者將不受中國內地之中國證券投資者保護基金保障。

### 11. Warnings

#### 警告

SSE and/or SZSE may request SEHK to require the Company to issue warning statements (verbally or in writing) to clients, and not to extend SSE and/or SZSE trading service to certain clients.

上海證券交易所及/或深圳證券交易所可要求香港聯交所指令公司向客戶發出警示公告(口頭或書面)，及向某些客戶不提供上海證券交易所及/或深圳證券交易所交易服務。

### 12. Liability

#### 責任

SEHK, SEHK parent companies and subsidiaries, SSE, SSE subsidiary, SZSE and SZSE subsidiary and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Company, its clients or any third parties arising from or in connection with SSE and/or SZSE trading or the CSC.

香港聯交所、香港聯交所之母公司及其子公司、上海證券交易所及/或深圳證券交易所、上海證券交易所及/或深圳證券交易所之子公司及該等之董事、僱員及代理人將不對公司、其客戶、或任何第三方因與上海證券交易所及/或深圳證券交易所或中港通有關之交易所做成之任何直接或間接損失負責。

End  
完