

**ORIENT SECURITIES (HONG KONG) LIMITED**

**東方證券(香港)有限公司**

**ORIENT FUTURES (HONG KONG) LIMITED**

**東方期貨(香港)有限公司**

**TERMS AND CONDITIONS FOR ACCOUNT**

**賬戶條款及細則**

Address: 28th and 29th Floor, 100 Queen's Road Central, Hong Kong

Telephone: 3519-1188 Fax: 2259-9188

地址：香港中環皇后大道中 100 號 28 樓及 29 樓

電話：3519-1188 傳真：2259-9188

V2024-09

## PART I – DEFINITIONS AND INTERPRETATIONS

### 第一部份 – 定義及釋義

This Agreement sets out the rights and obligations of you and us, Orient Securities (Hong Kong) Limited (as defined hereinafter) and/or Orient Futures (Hong Kong) Limited (as defined hereinafter), in connection with the operation of your securities and/or futures trading account(s) opened or to be opened with us for dealing in purchase and / or sale of securities and/or futures.

協議就您（們）使用於東方證券(香港)有限公司（如下述定義）及／或東方期貨(香港)有限公司（如下述定義）已開立或即將開立的證券及／或期貨交易帳戶以供處理買賣證券及／或期貨，載列閣下與東方證券(香港)及／或東方期貨(香港)各自的權利及義務。

You agree and acknowledge that the regulated activities under Type 1 (dealing in securities) and 4 (advising on securities) licences of the SFO (as defined hereinafter) will be conducted by Orient Securities (Hong Kong) and the regulated activity under Type 2 (dealing in futures contracts) licence of the SFO will be conducted by Orient Futures (Hong Kong).

您（們）同意及知悉東方證券(香港)從事證券及期貨條例（如下述定義）項下第 1 類（證券交易）及第 4 類（就證券提供意見）受監管活動，而東方期貨(香港)則從事證券及期貨條例項下第 2 類（期貨合約交易）受監管活動。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

在協議中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

“Account”  
「有關帳戶」

means any one or more securities and/or futures trading account(s) (as the case may be) opened for the Client pursuant to this Agreement with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) and to be operated in accordance with this Agreement.

指客戶根據協議與東方證券(香港)及／或東方期貨(香港)（視屬何情況而定）開立及運作的一個或以上的證券及／或期貨的交易帳戶（視屬何情況而定）。

“Account Mandate”  
「帳戶指令」

means account opening forms, signature card (s) and all other documents for any type of clients in the form prescribed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) in connection with the operation of the Account and/or using the Service.

指格式由東方證券(香港)及／或東方期貨(香港)（視屬何情況而定）指定的關於任何類型客戶操作帳戶及／或使用服務的開戶書、印鑑卡及其他所有文件。

“Account Opening Form”  
「開戶表格」

means the application form of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) completed and signed by the Client which shall be treated as forming part of this Agreement and any amendments made thereto from time to time includes all such statements and any relevant statement of Personal

	<p>Information.</p> <p>指由客戶填妥及簽署的已完成東方證券(香港)及／或東方期貨(香港)（視屬何情況而定）的申請書，須被視為協議的組成部分，以及其任何不時作出的修訂，包括所有該等聲明及任何有關個人資料的聲明。</p>
<p><b>“Agreement”</b> 「協議」</p>	<p>means these Terms and Conditions for Account and the Account Opening Form which shall be read together as one agreement as original executed and may be amended or supplemented thereafter from time to time.</p> <p>指本賬戶條款及細則及開戶表格（上述文件應合併理解為原來簽訂的或其後不時修訂或補充的一份協議）。</p>
<p><b>“Applicable Laws”</b> 「適用法律」</p>	<p>means the legal and regulatory requirements of any place or any jurisdiction that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) operates in or such legal and regulatory requirements which are otherwise applicable on Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) at any time and from time to time.</p> <p>指東方證券(香港)及／或東方期貨(香港)（視屬何情況而定）經營所在的任何地方或司法管轄區域的法律及監管要求或該等在任何時候及不時適用於東方證券(香港)及／或東方期貨(香港)（視屬何情況而定）的法律及監管要求。</p>
<p><b>“Associate”</b> 「聯營公司」</p>	<p>means in relation to a party, an individual, corporation, partnership or any other form of entity direct or indirect controlling, controlled by or under common control with such party or any such entities’ directors, officers or employees.</p> <p>指當事人、個人、法團及合夥或任何其他方式實體（由該當事人或任何該實體的董事、高級人員或僱員直接或間接控制、受控或共同控制）。</p>
<p><b>“Authorized Person”</b> 「獲授權人」</p>	<p>means the persons authorized by the Client to give instructions in connection with the Account(s) and Transaction(s) on the Client’s behalf, or any one of them.</p> <p>指獲客戶授權，代表客戶發出與帳戶和交易有關的指示的人士（或其中任何一人）。</p>
<p><b>“Average Pricing”</b> 「平均定價」</p>	<p>means the allocation or application of an average price per China Connect Securities to each individual fund managed by the same fund manager in respect of trades in such China Connect Securities on the same Trading Day.</p> <p>指在同一交易日就任何中華通標的證券的交易分配給或適用於同一基金管理人管理的各個別基金的該</p>

中華通證券的平均價格。

**“Business Agent”**  
「業務代理」

means the agent acting on behalf of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) for trading or clearing in Hong Kong or elsewhere, including any member of the Exchange or the Clearing House.

指代表東方證券(香港)及／或東方期貨(香港)（視屬何情況而定）在香港或其他地方進行交易或結算的代理人，包括交易所或結算所的任何成員。

**“Business Day(s)”**  
「營業日」

means a day when banks are generally open for business in Hong Kong but excluding Saturdays, Sundays, public holiday, gale warning day or black rainstorm warning day as defined in Interpretation and General Clauses Ordinance, and “extreme conditions” as announced by the Hong Kong Government.

指在香港銀行正常開門之營業日，但不包括星期六、星期日、公眾假期、《釋義及通則條例》界定的烈風警告日或黑色暴雨警告日、及香港政府公布的「極端情況」的日子。

**“Cash Account”**  
「現金賬戶」

means any cash account, as indicated as such in the Account Opening Form, opened by the Client with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) for trading of securities without Margin Facility granted by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be).

指客戶與東方證券(香港)及／或東方期貨(香港)(視情況而定)開立，任何根據開戶表格中指明為現金賬戶並可買賣證券的賬戶，就此東方證券(香港)及或東方期貨(香港)（視屬何情況而定）不會提供保證金融資。

**“Clearing House”**  
「結算所」

in relation to HKEX, means HKSCC or other body appointed by or established and operated by HKEX to provide clearing services to exchange participants of HKEX; in relation to HKFE, means HKCC; in relation to any other Foreign Futures Exchange, any clearing house providing clearing services equivalent to HKCC; and, in relation to any other Exchange, any clearing house providing similar services for such Exchange.

就港交所而言，指中央結算，或聯交所委任或建立及運作以提供結算服務予聯交所參與者的其他機構，就期交所而言，期貨結算所；就外地期貨交易所而言，指任何提供等同於期貨結算所的結算服務之任何結算所；而就任何其他有關交易所而言，指為該交易所提供類似服務的任何結算所。

**“Clearing Participant”**  
「結算參與者」

has the meaning given to such term in the rules of the CCASS.

具有中央結算系統的規則賦予的含義。

**“Client”**  
**「客戶」**

means any individual, or company who signed the Account Opening Form and any personal representative or successor in title thereof and permitted assign thereof. 指已簽署開戶表格的任何個人或東方證券(香港)及/或東方期貨(香港)(視屬何情況而定), 以及其任何遺產代理人或業權繼承人及獲許可受讓人。

**“Client Securities Rules”**  
**「客戶證券規則」**

means the Securities and Futures (Client Securities) Rules (Cap. 517H of the Laws of Hong Kong). 指香港法例第 517 H 章《證券及期貨(客戶證券)規則》。

**“Communication(s)”**  
**「溝通」**

means communications including but not limited to request, order, instruction, inquiry, message or information between Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) and the Client. 指客戶與東方證券(香港)及/或東方期貨(香港)(視屬何情況而定)之間的任何溝通, 包括但不限於客戶發出的要求、買賣盤、指示、詢問、訊息或資料。

**“Compliance Rules”**  
**「合規規則」**

means all rules, regulations, sanction regimes, international guidance or procedures of the relevant regulatory or industry body applicable to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) at any time and from time to time. 指在任何時候及不時適用於東方證券(香港)及/或東方期貨(香港)(視屬何情況而定)的有關監管機構或行業組織的所有規則、規例、制裁架構、國際指引或程序。

**“CRS”**  
**「共同申報準則」**

means Common Reporting Standard as amended from time to time. 指不時修訂的共同申報準則。

**“CRS Obligations”**  
**「共同申報準則義務」**

means obligations under CRS (as varied or supplemented by the local legislations and guidance note issued by the applicable tax authorities) including, without limitation, our obligations to undertake due diligence into account holders to identify Reportable Account and Reportable Person, to report information on Reportable Person and Reportable Account to the applicable tax authorities pursuant to Applicable Laws and regulations. 指共同申報準則下的義務(有關稅務當局將頒布地方法例或指引對此加以修訂或補充), 包括但不限於, 對賬戶持有人盡職審查以確定應申報賬戶和應申報人士, 根據適用的法例及規定向適當稅務當局

申報上述賬戶或人士的信息。

**“Derivative Product”**  
「衍生性產品」

means any financial or other product which value is designed to track the return on or is derived from currencies, interest rates, bonds, financial instruments, securities, metals and other commodities, money market instruments, reference indices or any other benchmarks and includes, without limitation, warrants, options, futures and swaps.

指金融或其他產品，其價值反映貨幣、利率、債券、金融工具、證券、金屬及其他商品、貨幣市場工具、參考指數或任何其他基準的回報或收益，包括但不限於認股權證、期權、期貨及掉期。

**“Electronic Media”**  
「電子媒介」

means any electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) may from time to time determine and prescribe.

指任何電子或電訊媒介，包括但不限於互聯網、互動電視系統、電話、無線應用系統規約，或東方證券(香港)及/或東方期貨(香港)（視屬何情況而定）不時確定和指定的任何其他電子或電訊設備或系統。

**“ETF”**  
「ETF」

means exchange-traded funds.

指交易所買賣基金。

**“Event(s) of Default”**  
「失責事件」

means any of the events of default as specified in clause 18 of Part II of this Agreement.

指載列於協議第二部分第 18 條中的任何失責事件。

**“Exchange”**  
「交易所」

in relation to Securities trading, means HKEX and any other exchange, market or association of dealers in any part of the world on which securities are bought and sold; and in relation to Futures Transactions, means HKFE and any Foreign Future Exchange.

就買賣證券而言，指港交所及於世界任何地方進行買賣證券的任何其他交易所、市場或交易商組織；而就期貨交易而言，指期交所及任何外地期貨交易所。

**“FATCA”**  
「外國帳戶稅收遵從法」

means:-

是指：-

- (a) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the U.S. Code or any associated treasury regulations, as

	<p>amended or supplemented from time to time, or other official guidance; or  根據美國收入法第 1471 至 1474 章或任何相關國庫規例（經不時修訂或補充），或其他官方指引而制定的美國國稅局《海外帳戶稅收合規法案》；或</p> <p>(b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or  由任何其他司法管轄區制定的，或關於由美國與任何其他司法管轄區簽訂的跨政府協議（在任何情況）旨在促進實施上述段落(a)的任何條約、法律、規例或其他官方指引；或</p> <p>(c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.  任何依據上述段落(a)和(b)的實施而與國家稅務局、美國政府或在任何其他司法管轄區的任何政府機關或稅務機關當局簽訂的協定。</p>
<p><b>“Financial Product”</b>  「相關金融產品」</p>	<p>means any securities, any futures contract or any leveraged foreign exchange contract as defined in the SFO.  指證券及期貨條例所界定的任何證券、期貨合約或槓桿式外匯交易合約。</p>
<p><b>“HKCC”</b>  「期貨結算所」</p>	<p>means the HKFE Clearing Corporation Limited.  指香港期貨結算有限公司。</p>
<p><b>“HKEX”</b>  「港交所」</p>	<p>means the Hong Kong Exchanges and Clearing Limited.  指香港交易及結算所有限公司。</p>
<p><b>“HKFE”</b>  「期交所」</p>	<p>means the Hong Kong Futures Exchange Limited.  指香港期貨交易所有限公司。</p>
<p><b>“HKSCC”</b>  「中央結算」</p>	<p>means the Hong Kong Securities Clearing Corporation Limited.  指香港中央結算有限公司。</p>
<p><b>“Hong Kong”</b>  「香港」</p>	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China.  指中華人民共和國香港特別行政區。</p>
<p><b>“Identity Details”</b></p>	<p>means the identity, address, contact details or</p>

「身份細節」	information of the Client. 指客戶的身分、地址、聯絡詳情或其他關於客戶之資料。
“Indemnified Person(s)” 「受償人」	means Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) and its Associates and its Business Agents as well as their respective directors, officers, employees and agents. 指東方證券(香港)及/或東方期貨(香港)（視屬何情況而定）和其聯營公司，其業務代理及其各自的董事、高級職員、僱員及代理人。
“Information Provider” 「資料提供者」	means Orient (Hong Kong), the information providers (including but not limited to the holding company of HKEX and each and every subsidiary of such holding company) or the licensors. 指東方香港、資訊提供者（包括但不限於聯交所的控股公司以及該控股公司的各附屬公司）或其特許人。
“Instructions” 「指示」	include instructions given by the Client, which in any way relate to purchases, sales, holdings or other dealings in Securities and other Financial Products effected through Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) on behalf of client, arise out of and /or are in connection with the Account, whether such instructions are given orally, in writing, by facsimile, telex and /or by electronic means. 指客戶及/或其代表就有關賬戶向東方證券(香港)及/或東方期貨(香港)（視屬何情況而定）發出的買賣、持有或以其他方式處置證券或相關金融產品的指示(不論有關指示以口頭、書面、傳真、電傳及/或電子的方式發出)。
“Internal Revenue Service” 「國家稅務局」	means the Internal Revenue Service of the US. 指美國國家稅務局。
“Margin” 「保證金」	means the amount, whether cash or non-cash collateral as may from time to time be demanded by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) from the Client by way of margin (including without limitation the initial margin and additional margin), variation adjustments or cash adjustments or otherwise in relation to the amount drawn under Margin Facility for the purpose of protecting Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) against any loss or risk of loss on present, future or contemplated obligations arising from Margin Facility including and not being less than amount of margin required by the relevant Clearing House (if applicable), and “margin requirements” means the requirements set by Orient



Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) in respect of the collection and specifications of the Margin, usually the required amount of margin is set to be equal to applicable percentage as notified and determined by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) to the Client of the prevailing market value of collateral.

指東方證券(香港)及/或東方期貨(香港) (視屬何情況而定) 不時以保證金 (包括但不限於首筆保證金和追加保證金)、變價調整、現金調整或其他方式, 向客戶要求的款額 (不論是現金或非現金抵押物), 以保障東方證券(香港)及/或東方期貨(香港) (視屬何情況而定) 免受就保證金融資下取得的款項或客戶合約有關的現在、未來或預期的保證金融資或其他 和/或客戶合約的責任所引致任何損失或虧損風險, 包括但不限於相關的結算所保證金 (如適用), 而「**保證金規定**」則指東方證券(香港)及/或東方期貨(香港) (視屬何情況而定) 所釐定關於保證金的收取或詳情的規定, 一般而言按有關抵押品當時市值, 依適用比例計算 (比例由東方證券(香港)及/或東方期貨(香港) (視屬何情況而定) 決定並通知客戶) 以釐訂保證金的所需金額。

**“Margin Account”**  
「保證金賬戶」

means any margin account, as indicated as such in the Account Opening Form, opened by the Client with Orient Securities (Hong Kong) for trading of securities with the Margin Facility granted by Orient Securities (Hong Kong).

指客戶與東方證券(香港)開立, 任何根據開戶表格中指明為保證金賬戶並可買賣證券的保證金賬戶, 並且東方證券(香港)會提供保證金融資。

**“Margin Facility”**  
「保證金融資」

means the credit facility provided by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) to the Client to facilitate the acquisition of securities and the continued holding of those securities under the Margin Account and for other related purposes.

指東方證券(香港)及/或東方期貨(香港) (視屬何情況而定) 向客戶提供, 用作於保證金賬戶中購買證券及繼續持有證券或其他用途的信貸安排。

**“Non-trade Transfer”**  
「非交易過戶」

means a transfer of China Connect Securities which involves a change in the beneficial ownership of the China Connect Securities and which is not conducted through the China Connect Service and executed on the China Connect Market.

指並非通過中華通服務進行和中華通市場成交的、涉及任何中華通證券實益所有權變更的中華通證券轉讓。

**“Orient Futures (Hong Kong)”**  
**「東方期貨(香港)」**

means Orient Futures (Hong Kong) Limited, a company licensed by the SFC to conduct Type 2 (dealing in futures contracts) regulated activity under the SFO, Central Entity Number AWD036, HKFE Futures Commission Merchant Customer Code ORN, HKCC Clearing Participant Customer Code CORN.

指東方期貨(香港)有限公司，一間經證監會許可從事證券及期貨條例項下第 2 類（期貨合約交易）受監管活動的公司，中央編號 AWD036，期交所期貨交易商代號 ORN，期貨結算所結算參與者代號 CORN。

**“Orient (Hong Kong)”**  
**「東方香港」**

means the holding company of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) and each and every subsidiary of such holding company.

指東方證券(香港)及/或東方期貨(香港)（視屬何情況而定）的控股公司以及該控股公司的各附屬公司。

**“Orient Securities (Hong Kong)”**  
**「東方證券(香港)」**

means Orient Securities (Hong Kong) Limited, a company licensed by the SFC to conduct Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the SFO, Central Entity Number AVD362, SEHK Participant and China Connect Exchange Participant ID 01900, SEHK Options Trading Exchange Participant Customer Code ORN, HKSCC Direct Clearing Participant and China Connect Clearing Participant ID B01900, SEOCH Direct Clearing Participant CORN.

指東方證券(香港)有限公司，一間經證監會許可從事證券及期貨條例項下第 1 類（證券交易）及第 4 類（就證券提供意見）受監管活動的公司，中央編號 AVD362，聯交所交易所參與者及中華通交易所參與者代號 01900，聯交所期權買賣交易所參與者代號 ORN，中央結算直接結算參與者及中華通結算參與者代號 B01900，期權結算公司直接結算參與者代號 CORN。

**“Orient Securities Nominee”**  
**「東方證券代理人」**

means such agents, correspondents, sub-custodians or nominees in Hong Kong or elsewhere employed by Orient Securities (Hong Kong) as it thinks fit to hold securities or other assets, to pay for and receive or to deliver or exchange or to make collections with respect to securities or other assets or otherwise to perform any of Orient Securities (Hong Kong)’s duties as custodian under this Agreement and shall include (for the avoidance of doubt) depositories and clearing systems.

指東方證券(香港)在其認為合適的情況下在香港或其他地區僱用的、為東方證券(香港)持有證券或其他資產、辦理與證券或其他資產有關的支付、接

收、交付、交換或收賬或履行東方證券(香港)在協議下作為託管行的任何其他職責的代辦人、代理行、附屬託管人或代理人，為免生疑問，包括託管機構和結算系統。

**“Personal Data”**  
「個人資料」

means personal data about the Client within the meaning ascribed in the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).  
指東方證券(香港)及/或東方期貨(香港)(視情況而定)的客戶個人資料(根據《個人資料(私隱)條例》(香港法例第486章))。

**“Personal Information”**  
「開戶相關資料」

means Orient Securities (Hong Kong)’s and/or Orient Futures (Hong Kong)’s (as the case may be) records, registers or any correspondences or materials with regard to the Client personal Account information.  
指有關東方證券(香港)及/或東方期貨(香港)(視屬何情況而定)的客戶個人有關賬戶的記錄，登記冊或任何通訊或材料。

**“QFII”**  
「QFII」

means Qualified Foreign Institutional Investors.  
指合格境外機構投資者。

**“Related Person”**  
「關係人」

means (a) an exchange participant, (b) any Associate of Orient (Hong Kong) or an exchange participant, or (c) any director, officer, employee or agent of the Orient (Hong Kong), an exchange participant or any Associate of Orient (Hong Kong) or an exchange participant.  
指：(a)交易所參與者；(b)銀行或交易所參與者的任何聯營公司；(c)公司、交易所參與者或者公司或交易所參與者的任何聯營公司的任何董事、管理人員、員工或代理人。

**“Relevant Regulators”**  
「有關監管機構」

means the SEHK, the SFC and/or any other regulators in Hong Kong having jurisdiction over securities transactions.  
指聯交所、證監會及/或於香港擁有證券交易的司法管轄權的任何其他監管機構。

**“Reportable Account”**  
「應申報賬戶」

means a financial account that:-  
指如下有關財務賬戶：-

- (a) has been identified as such under the due diligence requirements of CRS; and  
依共同申報準則盡職審查要求確認為應申報賬戶；及
- (b) is held by:  
被以下人士持有的財務賬戶:-
  - (i) at least one Reportable Person; or  
賬戶持有人至少有一位為應申報人

- 士；或
- (ii) certain corporate or other entity with at least one controlling person being a Reportable Person.  
有關公司或其他實體的控權人至少有一位為應申報人士。

**“Reportable Person”**  
**「應申報人士」**

means according to the CRS:-  
指根據共同申報準則，

- (a) an individual or entity that is a resident for tax purposes of a reportable jurisdiction; or  
為參與稅務管轄區稅務居民的個人或實體；或
- (b) an estate of a decedent who was a resident for tax purposes of a reportable jurisdiction;  
參與稅務管轄區稅務居民人士之遺產繼承人。

but Reportable Person does not include:-  
應申報人士不包括：

- (i) a corporation the stock of which is regularly traded on an established securities markets;  
該實體的股票經常在某具規模的證券市場上買賣；
- (ii) a corporation that is related entity of a corporation mentioned in subparagraph (i) above;  
該實體為以上第(i)分段所述實體的有關連實體；
- (iii) a governmental entity;  
政府實體；
- (iv) an international organization;  
國際組織；
- (v) a central bank;  
中央銀行；
- (vi) a financial institution.  
金融機構。

**“RQFII”**  
**「RQFII」**

means RMB Qualified Foreign Institutional Investors.  
指人民幣合格境外機構投資者。

**“Secured Obligations”**  
**「有抵押債務」**

means all money, obligations or liabilities in any currency (together with any accrued interest) falling due, owing or incurred by the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) under the Margin Account, or to any member of Orient (Hong Kong) under any other accounts now and in the future, whether actually or

contingently, whether solely or jointly with others.

指客戶到期未付、欠下或招致東方證券(香港)及/或東方期貨(香港)(視情況而定)或東方(香港)成員分別與保證金賬戶或其他賬戶有關的任何貨幣計算的一切的款項、責任和債項(連同任何累算的利息)，不論是現時或將來的、實際或可能的，亦不論是客戶自己或與其他人共同欠下的。

**“Securities”**  
**「證券」**

means includes:-  
指包括:-

- (a) items under the definition of securities in Schedule I to the SFO;  
根據證券及期貨條例的附表一所賦予的涵義；
- (b) all investment products (including but not limited to funds, bonds and securities) may or may not be listed or traded on Exchanges; and  
所有於交易所上市或未有於交易所上市的投資產品(包括但不限於基金，債券及證券)；及
- (c) any investment products prescribed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) as such; and  
東方證券(香港)及/或東方期貨(香港)(視情況而定)指定之投資產品。

**“SEHK”**  
**「聯交所」**

means the Stock Exchange of Hong Kong Limited.  
指香港聯合交易所有限公司。

**“SEHK Subsidiary”**  
**「聯交所子公司」**

means a wholly-owned subsidiary of SEHK duly authorised as an automated trading service provider under the SFO and licensed under applicable laws in PRC to provide the order routing service under China Connect.

指在《證券及期貨條例》項下被正式授權為自動化交易服務提供者和在中國適用法律項下獲得提供中華通下買賣盤傳遞服務許可的聯交所全資子公司。

**“Service”**  
**「有關服務」**

means the services in respect of the Account(s) and/or Transactions provided or to be provided by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be) to the Client from time to time.

指由東方證券(香港)及/或東方期貨(香港)(視情況而定)不時提供予客戶關於有關賬戶及/或有關交易的服務。

**“SFC”**  
**「證監會」**

means in relation to Hong Kong, The Securities and Futures Commission constituted under the SFO, in relation to any other regions, other statutory bodies performing similar functions as the SFC and have

	<p>jurisdiction over the relevant Exchanges.</p> <p>指就香港而言，指證券及期貨條例授予職能的證券及期貨事務監察委員會，而就其他地區而言，指於當地擁有與證監會類似職能的法定機構，並對該地區的有關交易所具有管轄權。</p>
<p><b>“SFC Code of Conduct”</b> 「證監會操守準則」</p>	<p>means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission as amended and supplemented from time to time.</p> <p>指《證券及期貨事務監察委員會委員會註冊人操守準則》，不時予以修訂及補充。</p>
<p><b>“SFO”</b> 「證券及期貨條例」</p>	<p>means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder amended, consolidated or substituted from time to time.</p> <p>指《證券及期貨條例》(香港法例第 571 章) 以及根據上述條例制定的任何附屬法例及其不時經修訂、合併或取代的版本。</p>
<p><b>“Signing Arrangement”</b> 「簽署安排」</p>	<p>means the signing arrangement of person(s) with authority to operate the Account and/or use the service subject to change from time to time and accepted by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (as the case may be).</p> <p>指客戶指定的及不時變更及由東方證券(香港)及/或東方期貨(香港)(視情況而定)接納的一套關於有權操作帳戶或使用服務的人士的簽署安排。</p>
<p><b>“Special China Connect Securities”</b> 「特別中華通證券」</p>	<p>means any securities and/or ETFs listed on the relevant China Connect Market which the SEHK (after consulting with such relevant China Connect Market) from time to time accepts or designates as eligible only for China Connect sell orders and not China Connect buy orders.</p> <p>指聯交所（在諮詢相關中港通市場後）不時接受或者選定的只適合中港通賣出訂單而不適合中港通買入訂單的相關中港通市場掛牌上市的任何證券及/或 ETF 基金。</p>
<p><b>“SSE STAR Market”</b> 「上交所科創板市場」</p>	<p>means the STAR market operated by SSE (as defined in Part IV of this Agreement).</p> <p>指上交所（定義見協議第四部份）營運的科創板市場。</p>
<p><b>“STAR”</b> 「科創板」</p>	<p>means the Science and Technology Innovation Board.</p> <p>指上海證券交易所科創板。</p>
<p><b>“STAR shares”</b> 「科創板股份」</p>	<p>means A shares accepted for listing and admitted to trading on the SSE STAR Market from time to time.</p> <p>指不時獲准在上交所科創板市場上市及買賣的 A</p>

股。

**“Taxes”**  
「稅收」

means all taxes, duties, levies, imposts, charges, assessments, deductions, withholdings and related liabilities (whether past, present or future), including additions to tax, penalties and interest imposed on or in respect of (a) China Connect Securities or Cash, (b) any Transaction effected hereunder or (c) the Customer.

指針對 (a) 中華通證券或現金；(b) 協議項下進行的任何有關交易；或(c) 客戶被徵收或與之相關的所有稅收、稅金、稅款、費用、估定稅、扣款、扣繳稅和相關納稅義務（包括過去、現在和將來的納稅義務），包括但不限於與之相關的附加稅、罰款和利息。

**“Tax Authorities”**  
「稅務部門」

means the Inland Revenue Department of Hong Kong or foreign tax, revenue or monetary authorities.

指香港稅務局或海外稅項、收入及金融管理部門。

**“Tax Information”**  
「稅務信息」

means documentation or information about the Client’s tax status.

指與客戶的稅務狀態相關的文件或信息。

**“Trading Day”**  
「交易日」

means:

指:-

- (a) in relation to SEHK, as defined in Chapter 1 of Rules of the Exchange of SEHK;  
就聯交所而言，應具聯交所規則第一章所訂之涵義；
- (b) in relation to HKFE, as defined in Chapter 1 of Rules, Regulations and Procedures of the Futures Exchange of HKFE;  
就期交所而言，應具期交所規則、規例及程序第一章所訂之涵義；
- (c) in relation to any other Exchange, as defined in similar rules of such Exchange.  
就其他交易所而言，應具該交易所相類規則所訂之涵義。

**“Transaction(s)”**  
「有關交易」

means any transaction concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities on any Exchange including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefor and other transactions effected under or pursuant to this Agreement.

指關於購入、認購、出售、交換或以其他方式處置任何種類或所有種類證券的買賣，包括（但不限於）證券保管、提供相關代理人或託管服務及在協議下或依據協議而施行的其他交易。

“US” means the United States of America.  
「美國」 指美利堅共和國。

“U.S. Code” means the U.S. Internal Revenue Code of 1986, as  
「美國收入法」 amended.  
指經修訂的《1986年美國國內收入法》。

- 1.2 The clause headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement and have no legal effect.  
協議之標題僅為方便閱讀而添加，並不影響協議的解釋及無法律效力。
- 1.3 References in this Agreement to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.  
在協議中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 Where the client consists of more than one individual or where the client is a firm consisting of two or more individuals, the agreements by and the liabilities of the client shall be joint and several of such individuals.  
若客戶由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及客戶之責任，須由此等人士個別及共同承擔責任。
- 1.5 Unless otherwise specified, where Orient Securities (Hong Kong) or any Associate is granted with discretion, such discretion shall be absolute discretion, and if such discretion is exercised, Orient Securities (Hong Kong) or such Associate shall not, to the largest extent permitted by Applicable Laws, be liable (regardless of any nature) to the Client or any other person, and Orient Securities (Hong Kong) or such Associate shall not be held accountable for its acts, omissions or decisions.  
凡東方證券(香港)及/或東方期貨(香港)(視情況而定)或任何聯營公司被授以酌情權，該酌情權應是絕對的及若行使該酌情權，在適用法律容許的最大範圍內，東方證券(香港)及/或東方期貨(香港)(視情況而定)或該聯營公司均不會對客戶或任何其他人士承擔任何責任（不論屬任何性質），東方證券(香港)及/或東方期貨(香港)(視情況而定)或該聯營公司不必就其行為、不行為或決定而作出解釋，但另有規定者除外。
- 1.6 Words importing persons shall include limited company (including local and foreign).  
字義上所指的「人」（若適用）亦包括有限公司（包括本地及海外公司）。
- 1.7 Unless the context otherwise requires, the terms and expressions not interpreted shall be explained in accordance with the rules, regulations and procedures of the HKFE and/or the HKCC as well as the SFO or the regulations thereunder.  
凡未有詮釋之文字，應按期交所及/或期貨結算所的規則、規例及程序、證券及期貨條例或其下之規例之定義作解釋，除非文意另有所指。
- 1.8 References in this Agreement to clauses, sub-clauses and schedules are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedules to this Agreement.  
除非另有說明，在協議中，凡提及條款、分條款及附表，即指協議內的條款、分條款及附表。
- 1.9 References in this Agreement to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.



在協議中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。

- 1.10 Reference in this Agreement to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.

在協議中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。

- 1.11 References in this Agreement to “this Agreement” or any other documents shall, except otherwise expressly provided, include references to this Agreement or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements this Agreement or any such other documents.

在協議中所指的「協議」或其他文件，除非另有規定，均視作包括對協議或其他文件的不時加以任何方式修訂、延展、代替、取代及／或補充的版本及就協議及／或其他文件不時進行修訂、延展、代替、取代及／或補充的文件。

- 1.12 In the event of any inconsistency between any provision of this Agreement and any laws, the latter shall prevail.

如果協議條款與任何法例有任何抵觸，應以後者為準。

## PART II – GENERAL TERMS AND CONDITIONS

### 第二部份 – 一般條款及細則

#### 1. Applicable Laws and Rules 適用法律及規則

- 1.1 Instructions given by the Client and all Transactions done by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) on behalf of the Client (whether in Hong Kong or elsewhere) shall be: (a) in accordance with the terms and conditions of this Agreement; (b) subject to the existing or effective constitutions, rules, regulations, practices, conventions, provisions and interpretations of the Exchange or other market (and their respective clearing houses, if any) where the Transactions are effected, including but not limited to the procedures, regulations and rules of the Exchange; (c) subject to any laws, rules or regulations applicable at the time laid down by any government agencies and statutory bodies having jurisdictions, including but not limited to the SFO and the rules and regulations thereunder, as amended from time to time; and (d) compliance with the provisions, policies and procedures of business implemented by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from time to time for the operation and maintenance of Client's Accounts.

客戶的指示及進行的所有有關交易（無論在香港還是在其他地方）均：（a）依據協議的條款及細則；（b）受進行交易的交易所或其他市場（及其各自的結算所，如有）當時已存在的或當時生效的章程、規則、規例、常規、慣例、規定及解釋所規限，包括但不限於交易所程序、交易所規例、交易所規則及香港結算規則；（c）受一切具司法管轄權的政府機構及法定團體所制訂的當時適用的任何法律、規則或規例所規限，包括但不限於不時修訂的證券及期貨條例及其附屬法例；以及（d）遵守東方證券（香港）及/或東方期貨（香港）不時就客戶的有關帳戶運作及維持而實施的業務規定、政策與程序。

- 1.2 Any clause in this Agreement shall be independent and separated from other clauses. If any clause in this Agreement is inconsistent with any present or future law or with the laws, rules or regulations of the Exchange, the Clearing House or any authority having jurisdiction over this Agreement, such clause shall be deemed to be rescinded or modified by such laws, rules or regulations, and this Agreement shall remain in full force and effect. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled by its absolute discretion to take or refuse to take any action or require the Client to take or not to take any action so as to ensure compliance with the provisions of relevant constitutions, rules, regulations and Applicable Laws. All actions taken by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) hereby shall be binding on the Client.

協議的任何條款均獨立並可與其他條款分離。如協議任何條款與現行或將來的法律或與交易所、結算所或對協議有司法管轄的任何權力機構的法律，規則或規例存在衝突，該條款將被視為已根據有關法律、規則、規例被廢除或修訂，而協議繼續保持完全有效。而東方證券（香港）及/或東方期貨（香港）有權依據其絕對酌情權採取或拒絕採取任何行動，或者要求客戶採取或不得採取任何行動，以確保合乎有關的章程、規則、規例及適用的法律規定。東方證券（香港）及/或東方期貨（香港）據此所採取之一切行動均對客戶具有約束力。

- 1.3 Without prejudice to the aforesaid, the Client acknowledges that he has been required to pay special attention to the provisions as amended from time to time in the SFO related to the market misconduct and disclosure of interests sections. The Client has been reminded that he himself shall be responsible for the compliance with and for ensuring compliance with any duties or obligations arising from the SFO. The Client confirms that he is aware of the provisions contained in the SFO and that he will comply and ensure compliance with the foregoing clauses so as to ensure Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not be in breach of the SFO as a result of anything done or proposed to be done by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) when acting on the Instructions.

在無損上文之情況下，客戶承認其已經被要求特別注意不時被修改之證券及期貨條例有關市場失當行為及權益披露部分之條款。客戶已獲提醒其本身須獨自負責遵從及確保遵從根據證券及期貨條例所引起之任何責任或義務。客戶確認知悉證券及期貨條例所載之條款，而客戶將會遵從及確保遵從上述條款，以確保東方證券（香港）及/或東方期貨（香港）不會因執行指示而作出之任何行動或打算作出之任何行動而違反證券及期貨條例。

## **2. Opening of Account 開立有關賬戶**

- 2.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will inform Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of any changes to that information.

客戶確認開戶表格所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知東方證券（香港）及/或東方期貨（香港）。

- 2.2 Whilst the Client expects Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to keep confidential all matters relating to his Account, the Client hereby expressly agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be required to disclose his details to the Relevant Regulators, government agencies, or to any persons pursuant to any court orders or statutory provisions. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will comply with such requests without notices to or consent from the Client.

雖然客戶預期東方證券（香港）及/或東方期貨（香港）保持一切客戶的有關帳戶資料機密，惟客戶仍明確同意東方證券（香港）及/或東方期貨（香港）可能有需要向有關機構如有關監管機構，政府當局或根據任何法院命令或成文法規要求，將客戶資料披露。而東方證券（香港）及/或東方期貨（香港）將毋須知會客戶或取得客戶的同意而遵守上述要求。

- 2.3 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is authorized to conduct credit enquiries on the Client or contact any relevant persons including bankers, the brokers or any credit agency of the Client to verify the information provided by the Client.

客戶授權東方證券（香港）及/或東方期貨（香港）查詢客戶之信用狀況，或聯絡客戶之銀行，經紀或任何信用機構，以核實客戶提供之資料。

- 2.4 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s records shall, in the absence of manifest error, be conclusive and binding on the Client as to the amount standing to the debit or credit of the Account.

東方證券（香港）及/或東方期貨（香港）就有關帳戶之借方或貸方之記錄，在沒有明顯錯誤之情況下為最後決定及對客戶具約束力。

- 2.5 With respect to non-face-to-face account opening procedures, the Client shall open an Account with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in accordance with the acceptable account opening approaches provided in the SFC Code of Conduct (the “**Acceptable Account Opening Approaches**”). Where an electronic signature or digital signature may be required under the Acceptable Account Opening Approaches, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall accept such electronic signature or digital signature of the Client so long as such signature is provided in accordance with the provisions under Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong) and shall bind the Client.

就非面對面開戶方式而言，客戶應按照證監會操守準則規定之可接受開戶方式（下稱「**可接受開戶方式**」）在東方證券（香港）及/或東方期貨（香港）開立帳戶。凡根據可接受開戶方式的要求提供電子簽署或數碼簽署，東方證券（香港）及/或東方期貨（香港）應接受客戶的電子簽署或數碼簽署，但前提是該簽署需按照香港法律第 553

章《電子交易條例》項下條文的要求簽署，且該簽署對客戶具有約束力。

### 3. **Bank Sub-Account Service 銀行子帳戶服務**

- 3.1 Client authorises Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in opening bank sub account(s). The main purpose of the sub-account service is to provide a fast and convenient deposit service to the Client. Therefore, the Client can directly deposit funds into his/her Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) Securities account opened in his/her own name as to facilitate their trading of Securities.

客戶授權東方證券（香港）及/或東方期貨（香港）開立指定銀行的銀行子帳戶，銀行子帳戶主要作用是為提供快捷方便的存款服務予客戶。因此，透過該子帳戶，可方便客戶直接把款項存進東方證券（香港）及/或東方期貨（香港）為客戶開立的同名證券帳戶以方便進行證券交易。

- 3.2 Client confirms and understands that the sub-account service is a supplementary deposit account service provided by a bank. All sub-accounts are opened under the account of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).

客戶確認及明白子帳戶服務屬於銀行提供的補充存款帳戶服務。所有子帳戶於東方證券（香港）及/或東方期貨（香港）的帳戶下開立。

- 3.3 Client confirms and understands that the sub-account is not a general bank account. It is an incidental service of deposit account with the purpose of facilitating the Client's deposit. Therefore, the Client cannot withdraw or transfer money directly from his/her sub-account. If the Client intends to withdraw money from the sub-account, he/she/it shall give withdrawal Instructions to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for arrangement.

客戶確認及明白銀行子帳戶本身並不是一般的銀行帳戶，它僅是一個附帶功能，說明客戶存款到東方證券（香港）及/或東方期貨（香港）有限公司設立的存款帳戶，因此，客戶不能直接透過銀行子帳戶進行提款或轉帳。假若客戶需要提款，需先向東方證券（香港）及/或東方期貨（香港）發出提款指示，並再作安排處理。

- 3.4 Client confirms and understands that both Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and any of its Associate shall not be held liable to any compensation to the Client or other person(s) for the consequences of: interruption, interception, suspension, delay, unavailability or other failure in providing the banking services; or any inability to follow the Instructions given to Orient Securities (Hong Kong), its Associates and the bank for the banking services.

客戶確認及明白東方證券（香港）及/或東方期貨（香港）及其聯營公司均不會就任何中斷、阻截、暫停、延誤、無法使用、損毀或任何其他原因導致指定銀行無法提供銀行服務；或無法按給予指定銀行及/或東方證券（香港）及/或東方期貨（香港）或其聯營公司的銀行服務的指示行事，而產生的任何後果向客戶或任何其他人士承擔任何賠償責任。

- 3.5 Client confirms and understands that in all circumstances, even if Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or Orient (Hong Kong) have been advised of possibility of such damages or loss, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and any of its Associate shall not assume any legal liability for the losses or damages arising out of the use of banking service or resulting from the act or omission of the bank and/or Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and/or Orient (Hong Kong) (whether directly, indirectly, consequentially or exceptionally suffered by the Client). The

losses and damages include all kind of losses, costs and expenses, revenue losses, operating losses, or any losses or damages incurred as result of failure to achieve the expected saving.

客戶確認及明白在任何情況下，即使東方證券（香港）及/或東方期貨（香港）或其聯營公司已事先獲悉有招致此等損失的可能，東方證券（香港）及/或東方期貨（香港）及其聯營公司定不會就有關使用銀行服務，及/或指定銀行或東方證券（香港）及/或東方期貨（香港）有限公司/或其聯營公司及/或東方香港的行為或疏忽而導致客戶蒙受任何直接、間接、相應而生或特殊的損害，包括但不限於所有損失、費用、支出、利潤上的損失，營業收入的損失或不成功實現預期的儲蓄所造成的損失，而對客戶或任何其他人士負上任何法律責任。

- 3.6 Client confirms and understands that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has absolute discretion to decide whether to allow the Client using the above service.

客戶確認及明白東方證券（香港）及/或東方期貨（香港）可酌情決定是否同意客戶使用上述服務。

#### 4. **Authority 授權**

- 4.1 The Client (in the case of a corporation) authorizes the Authorized Person to have full authority to represent the Client in all matters in relation to all Transactions with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and to sign on the Client's behalf all agreements and documents relating to the Account and its operation, Transaction and this Agreement, unless otherwise provided. All such documents, instructions or orders which, if given or signed by the Authorized Person, shall be absolutely and conclusively binding on the Client provided that verbal orders or instructions from any one of the Authorized Person shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing instructions specified in the Account Opening Form.

客戶（若是公司）授權其獲授權人在涉及與東方證券（香港）及/或東方期貨（香港）進行有關交易的一切事務上全權代表客戶，並全權代表客戶簽署與有關賬戶及其運作、有關交易及協議有關的協議和文件，另有規定者除外。凡由授權人發出或簽署的文件、指示或買賣指令將對客戶有絕對而不可推翻的約束力，但前提是任何授權人發出的口頭指令或指示都是真確的和具效力的，若以書面指令或指示而經親手簽署，則按照《開戶表格》指明的簽署指示安排。

- 4.2 If the Client is an individual who wishes to appoint Authorized Person, the Client shall in addition to completing the Account Opening Form, furnish to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to Orient Securities (Hong Kong).

如個人客戶欲委任獲授權人，除填妥開戶表格外，客戶還應向東方證券（香港）及/或東方期貨（香港）呈交妥為簽署且格式是東方證券（香港）及/或東方期貨（香港）所指定或可接受的授權書或其他類似委任文件。

- 4.3 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is responsible only for the execution, clearing and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is also not responsible to the Client with respect to the suitability, profitability, tax, legal or accounting

consequences of any Transactions.

客戶承認並同意其對所有有關交易承擔全部責任，而東方證券（香港）及/或東方期貨（香港）僅負責交易的執行、結算和實施，且對涉及賬戶或賬戶項下任何交易關於介紹企業、投資顧問或其他第三方的任何行為、行動、陳述或聲明不負任何責任或義務。東方證券（香港）及/或東方期貨（香港）亦不就任何有關交易的合適性、盈利能力、稅務、法律或會計後果對客戶負上任何責任。

- 4.4 It is the Client's obligation to notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing and provide to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) the Authorized Person's particulars and the specimen signature (s) together with all other information as prescribed by Orient Securities (Hong Kong). Unless otherwise agreed between the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing, the Authorized Person is authorized to give instruction to deal with all the matters or Transactions in connection with the Account and the Service in accordance with the Account Mandate, the specimen signature and the Signing Arrangement except for:-

客戶必須以書面通知東方證券（香港）及/或東方期貨（香港）及向東方證券（香港）及/或東方期貨（香港）提供獲授權人的詳細資料及簽字式樣，連同附有其他由東方證券（香港）及/或東方期貨（香港）規定的資料。除非東方證券（香港）及/或東方期貨（香港）與客戶另有書面協議，獲授權人被授權可根據賬戶指令、簽字式樣及簽署安排就有關賬戶及有關服務的所有事項或有關交易發出指示，但下列事項除外：

- (a) the application for opening of new account or new services;  
申請開立新賬戶或設立新服務；
- (b) any change of the Authorized Person or the Signing Arrangement; and  
更改獲授權人或簽署安排；及
- (c) any change of the correspondence address, contact number or other personal particulars of the Account holder(s).  
更改客戶之地址、聯絡號碼或有關賬戶持有人的其他個人資料。

- 4.5 Unless otherwise agreed between the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing, any change in the Authorized Person and/or the specimen signature and/or the Signing Arrangement (whether addition or revocation and whether in whole or in part) shall remain ineffective unless and until Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall have actually received such documents and/or authorizations in the form and substance satisfactory to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and has a reasonable opportunity to respond to such change, addition or revocation.

除非東方證券（香港）及/或東方期貨（香港）與客戶另有書面協議，任何獲授權人及/或簽字式樣及/或簽署安排的更改（不論是增加或撤銷及不論全部或部份）均會被視作無效，除非及直至東方證券（香港）及/或東方期貨（香港）已實際收到令東方證券（香港）及/或東方期貨（香港）滿意關於上述更改、增加或撤銷事項的文件及/或書面授權，及有合理的機會就上述各項作出回應。

- 4.6 Unless otherwise agreed between the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing, any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature and/or the Signing Arrangement shall apply to all of the Account or the service.

除非東方證券（香港）及/或東方期貨（香港）與客戶另有書面協議，任何關於獲授權人及/或簽字式樣及/或簽署安排的有效更改、增加或撤銷均適用於所有有關賬戶或有

關服務。

- 4.7 Any advice or information provided by Orient Securities (Hong Kong), its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a Transaction or investment advice and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be under no liability whatsoever in respect of such advice or information and the Client independently and without reliance on Orient Securities (Hong Kong), makes its own judgments.

凡由東方證券（香港）及/或東方期貨（香港）或其董事、高級職員、僱員或代理人提供的諮詢意見或資料（不論是否應邀提供），均不構成一項達成某一有關交易或一種投資意見的要約，東方證券（香港）及/或東方期貨（香港）亦不承擔這類諮詢意見或資料有關的任何責任，客戶是獨立且未依賴東方證券（香港）及/或東方期貨（香港）而作出其自己的判斷。

- 4.8 The Client authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to instruct such correspondent agent as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may in its absolute discretion deem fit to execute Transactions and acknowledges that the terms of business of such correspondent agent and the rules of any Exchange and Clearing House on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.

客戶授權東方證券（香港）及/或東方期貨（香港）向其業務代理發出東方證券（香港）及/或東方期貨（香港）行使其絕對酌情權而認為是適合於執行有關交易的指示。客戶承認，該業務代理的業務經營條款、進行有關交易的任何交易所的規則以及為有關交易進行結算的任何結算所的規則，均應適用於有關交易，且對客戶具有約束力。

## 5. **Instructions 指示**

- 5.1 All Instructions shall be given by the Client (or his Authorized Person) orally either in person or by telephone, or in writing and delivered by hand, post, facsimile transmission or electronic means or by other manners as accepted by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from time to time.

所有指示應由客戶（或其獲授權人）當面或通過電話口頭發出，或以書面方式通過親手傳遞、郵寄、傳真或通過電子通訊方式發出，或以東方證券（香港）及/或東方期貨（香港）不時接受的其他方式發出。

- 5.2 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is entitled to rely upon and act in accordance with Instructions given through any means to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) by (or purported by) the Client or any Authorized Person, and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has no obligation either to inquire into or verify the authority or identity of the person making or giving or purporting to make or give such instructions or to regard to the circumstances prevailing at the time when such instructions are given.

由（或聲稱由）客戶或其獲授權人通過任何方法向東方證券（香港）及/或東方期貨（香港）發出的指示，東方證券（香港）及/或東方期貨（香港）有權依賴及按照該等指示行事，而東方證券（香港）及/或東方期貨（香港）毋須查詢或核實作出或發出或聲稱作出或發出該等指示的人士的權力或身份，亦毋須理會發出該等指示當時的情況。

- 5.3 The Client understands that from time to time Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) needs to act on facsimile or electronic instructions (including but not limited to email), and the Client understands that facsimile or electronic instructions are not secure means of communication and there are risks involved. The Client hereby requests Orient

Securities (Hong Kong) and/or Orient Futures (Hong Kong) to accept facsimile or electronic instructions for the Client's convenience. Provided that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) exercises reasonable care in verifying the authorized signature of the Client on the facsimile or the identity of the person giving the electronic instructions, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be liable for any actions taken in good faith for accepting facsimile or electronic instructions that are not given by the true Authorized Person.

客戶明白東方證券（香港）及/或東方期貨（香港）不時要根據以傳真或電子形式作出的指示（包括但不限於電子郵件），客戶明白傳真或電子指示並非安全的傳遞形式，同時亦存在風險。客戶特此要求東方證券（香港）及/或東方期貨（香港）為給與客戶方便的目的接受傳真或電子指示。只要東方證券（香港）及/或東方期貨（香港）採取合理措施審視傳真內的客戶的授權簽名或電子指示發出者的身份，東方證券（香港）及/或東方期貨（香港）不必對因為接受非真正授權者所發出的傳真或電子指示而採取的任何真誠的行為負責。

- 5.4 The Client agrees to bear all the risks arising from the breakdown or transmission failure of the communication facilities or from any other cause or causes beyond the control or anticipation of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and agrees to discharge Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of any liabilities in this regard. The aforesaid risks include but not limited to delivery errors, misunderstandings or errors arising from the verification by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of the identity of the Client or his Authorized Person.

客戶同意承擔所有由於通訊設備損毀、無法傳達訊息、或其他一切東方證券（香港）及/或東方期貨（香港）不能控制或預測的原因所產生的風險及同意解除東方證券（香港）及/或東方期貨（香港）在這方面的任何責任。上述風險包括但不限於傳遞錯誤、誤解或由於東方證券（香港）及/或東方期貨（香港）對客戶或其獲授權人身份確認所產生的錯誤。

- 5.5 The Client may vary or cancel the Instructions that have been given, and the Client agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is not obligated to accept such variations or cancellations. Instructions may only be varied or cancelled prior to execution. The Client must assume full responsibilities for the Transactions that have been executed in part or in full prior to the processing of his variation and/or cancellation requests.

客戶可能會修改或取消已經發出的指示，客戶同意東方證券（香港）及/或東方期貨（香港）並非必須接受此類修改或取消。指示只有在尚未執行前才可以修改或取消。客戶必須對在處理其指示修改及/或取消請求之前的部分或全部已經執行的交易負完全責任。

- 5.6 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may, in its discretion and without giving any reason therefor, refuse to carry out any Transactions for the Client or his Authorized Person, despite such trading Instructions have been accepted by the employee of Orient Securities (Hong Kong). The Client agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be liable for any losses or damages, either actual or hypothetical, incurred as a result of such restrictions.

東方證券（香港）及/或東方期貨（香港）可運用其酌情權及無須給予解釋的情況下，拒絕為客戶或其獲授權人進行任何有關交易，即使此等買賣指令已被東方證券（香港）及/或東方期貨（香港）的員工所接受。客戶同意東方證券（香港）及/或東方期貨（香港）無須對因此類限制而造成的任何實際或假設的損失或損害承擔責任。



## 6. Transactions 交易

- 6.1 Instructions for purchase or sale of Securities placed by the Client but not yet executed by the end of the Business Day of the Exchange (or by a later time as agreed between the Client and Orient Securities (Hong Kong)) shall be deemed to have been cancelled automatically.  
客戶下達的證券買入和賣出指示如果在交易所交易日結束之前（或於客戶與東方證券（香港）及/或東方期貨（香港）雙方同意之較後時間內）沒有成交，該指令將被視為已自動取消。
- 6.2 The Client authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to, at any time and in Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s absolute discretion, execute the Instructions for purchase and/or sale of Securities in combination with or in separation from similar instructions received by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from other Clients. The Client agrees that if the Securities available are insufficient to satisfy Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s combined Securities purchase or sale orders, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will assign to the relevant Clients the actually purchased or sold number of Securities according to the sequence of the Instructions received.  
客戶授權東方證券（香港）及/或東方期貨（香港）可以在任何時候及根據東方證券（香港）及/或東方期貨（香港）的絕對酌情權，將客戶的買入及/或售出證券的指示與東方證券（香港）及/或東方期貨（香港）收到其他客戶的相似指示合併及/或拆散地執行。客戶同意如果沒有足夠的證券去滿足合併後的買入或售出證券的指令，東方證券（香港）及/或東方期貨（香港）將根據收到指示的次序把實際買入或售出證券的數量分配給有關的客戶。
- 6.3 By reason of the physical constraints of any market and the rapid changes in Securities prices that frequently take place, there may be delay in making prices or in dealing at any specific time or "at best" or "at market" despite Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s and the Business Agents' reasonable endeavours. The Client agrees that it will in any event accept and be bound by Transactions carried out on the Client's behalf, and further agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be held liable for any losses arising by reason of its failure or inability to comply with any terms of any order of the Client.  
由於任何市場的實質限制及經常性出現的證券價格急速變動，即使東方證券（香港）及/或東方期貨（香港）、業務代理作出合理的努力，於任何特定時間或「最佳」或「於市場」作價或交易時或會間中出現延誤。客戶同意在任何情況下均接納代客戶進行的有關交易，並受其約束，亦同意東方證券（香港）及/或東方期貨（香港）毋須就因未能或不能遵守客戶的任何指令條款而產生的任何損失負責。
- 6.4 Subject to Applicable Laws and regulations and market requirements, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may, in its absolute discretion and with due regard to the sequence of the Instructions received, determine the priorities of executing the Instructions, and the Client shall not object to the priorities in which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) executes the Instructions it received.  
在受適用法律和規例及市場要求約束的前提下，東方證券（香港）及/或東方期貨（香港）可據其絕對酌情權，及考慮接收指示的次序，決定執行指示的優先權，及客戶不得對有關東方證券（香港）及/或東方期貨（香港）執行任何收到的指示的優先次序提出異議。
- 6.5 Where Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or the Business Agent is unable to perform any order in full, Orient Securities (Hong Kong) and/or Orient

Futures (Hong Kong) or such Business Agent shall have the right of partial performance without prior notice to or confirmation from the Client.

若東方證券（香港）及/或東方期貨（香港）或業務代理未能十足履行任何指令，東方證券（香港）及/或東方期貨（香港）或該等業務代理有權只進行部分履行，而毋須事先告知客戶或由客戶確認。

- 6.6 Unless otherwise agreed, in respect of each Transaction, the Client shall by such time as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) notifies the Client pay to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) an amount that could be used for settlement (including payment in a currency other than Hong Kong dollar) or deliver to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) Securities fully paid up with valid and full title and deliverable form, unless Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has already held cash or Securities on the Client's behalf to settle the Transaction. The Client shall be responsible for any losses and expenses incurred by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) as a result of the Client's settlement failures.

除另有約定外，就每一宗有關交易而言，除非東方證券（香港）及/或東方期貨（香港）已代表客戶持有現金或證券以進行有關交易的結算，客戶應按東方證券（香港）及/或東方期貨（香港）通知客戶的時間內向東方證券（香港）及/或東方期貨（香港）支付可用作結算的款項（包括以港幣以外的其他貨幣支付），或向東方證券（香港）及/或東方期貨（香港）交付已繳清股款並擁有有效和完整的所擁有權及可交付形式的證券。客戶應對東方證券（香港）及/或東方期貨（香港）由於客戶的交收失誤而導致任何損失和費用承擔責任。

- 6.7 If the Client fails to make such payment or delivery of Securities on or before the date of settlement, or if the Client requests closure of the Account or termination of the relationship with Orient Securities (Hong Kong), the Client shall authorize Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) who may in its sole discretion and without prior notice to the Client:

一旦客戶在清算日或清算日之前無法支付資金或證券，或當客戶要求關閉帳戶或終止與東方證券（香港）及/或東方期貨（香港）的關係時，客戶授權東方證券（香港）及/或東方期貨（香港）可以完全自主決定並無須事先通知客戶：

- (a) Execute, cancel or liquidate the Client's Transactions;  
將客戶的有關交易執行、取消或清算；
- (b) Set-off any amount receivable from the Client against those payable to the Client;  
將應從客戶收取的款項與應向客戶支付的款項相互抵銷；
- (c) Dispose of any Securities in the Client's Account to settle any liabilities owed by the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) arising from the purchase of Securities;  
賣出客戶帳戶中的任何證券，以償還客戶因買入證券而產生對東方證券（香港）及/或東方期貨（香港）的負債；
- (d) Borrow and/or purchase in the Client's name Securities sold by the Client but not yet settled with the funds available in the Client's Account; and  
從客戶帳戶中的可動用資金，以客戶的名義借入及/或買入客戶已賣出而未交收的證券；及
- (e) Pursuant to clause 22 of Part II of this Agreement, merge, consolidate, hold on lien

and offset any or all Accounts of the Client.

根據協議第二部份第 22 條，合併、整合、留置和抵銷客戶的任何或所有客戶的有關帳戶。

- 6.8 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall assume no liabilities no matter which of the above authorizations are exercised, and the Client hereby acknowledges that he shall indemnify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) against any losses, costs, charges and expenses whatsoever it may incur as a result of the Client's failure to carry out any Transaction settlement.

無論執行上述何種授權，東方證券（香港）及/或東方期貨（香港）均無須承擔任何責任，客戶特此確認將賠償東方證券（香港）及/或東方期貨（香港）任何因客戶無法進行交易清算而產生的任何損失，成本，收費和費用。

- 6.9 The Client shall notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) immediately after payment and deliver the payment receipt to Orient Securities (Hong Kong). The Client acknowledges that such payment will be credited to the Client's Account or reflected in any account statement only after Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has received such notice. The Client agrees that the interest payable or receivable will be calculated on this basis.

客戶付款後應立即通知東方證券（香港）及/或東方期貨（香港）並將該付款的書面憑證交付給東方證券（香港）及/或東方期貨（香港）。客戶確認，只有東方證券（香港）及/或東方期貨（香港）收到該通知後，該付款才會被記入客戶的有關帳戶內或反映在任何帳戶結單內。客戶同意，應付或應收的利息將按此基礎計算。

- 6.10 The Account shall be opened in Hong Kong dollar or such other currency as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and the Client may agree from time to time. In the event that the Client instructs Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to effect any Transaction in a currency other than Hong Kong dollar, any profits or losses arising from fluctuation in exchange rates of the relevant currencies will be borne by the Client alone. Any conversion from one currency into another required for Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s performance of any action or step under this Agreement may be effected by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in such manner and at such time as it may decide in its absolute discretion. The Client authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to deduct from the Client's Account any expenses incurred in the course of currency conversion. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) reserves the right to decline at any time to accept and/or execute any of the Instructions as to currency conversion.

有關帳戶應以港元或東方證券（香港）及/或東方期貨（香港）和客戶雙方不時同意的其他貨幣開設。如客戶指示東方證券（香港）及/或東方期貨（香港）以港元以外的其他貨幣進行任何有關交易，因相關貨幣的匯率波動而導致的任何收益或損失將由客戶獨自承擔。如因東方證券（香港）及/或東方期貨（香港）履行協議下的任何行動或步驟而需進行由一種貨幣轉換為另一種貨幣時，東方證券（香港）及/或東方期貨（香港）可按其絕對酌情權決定的方式及時間進行該轉換。客戶授權東方證券（香港）及/或東方期貨（香港）從客戶的有關帳戶中扣除貨幣轉換過程中產生的任何費用。東方證券（香港）及/或東方期貨（香港）保留在任何時候拒絕接受及/或執行客戶關於貨幣轉換的任何指示的權利。

- 6.11 The Client acknowledges that telephone calls or other forms of communication between the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be recorded or otherwise monitored electronically without any warning, and such tapes may be used as final and conclusive evidence of the Instructions in case of disputes between the parties. Whilst such

tapes are properties of Orient Securities (Hong Kong), Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may provide copies of such tapes to the Client upon the Client's request and payment of necessary expenses.

客戶確認客戶與東方證券（香港）及/或東方期貨（香港）之間的電話通訊或其他形式的通訊可能會被錄音，或以其他電子形式被監聽而不予任何警示，及如果雙方發生爭議時，該等錄音可用作為指示的最終及不可推翻的證據。雖然該等錄音帶是東方證券（香港）及/或東方期貨（香港）的財產，東方證券（香港）及/或東方期貨（香港）可應客戶要求及客戶支付所需費用後向客戶提供這些錄音帶的複製本。

- 6.12 If Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) engages services of the Business Agent, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled (for its own benefit) to accept and retain any commission or rebate Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may receive in respect of any business Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) provides to the Business Agent on behalf of the Client.

如果東方證券（香港）及/或東方期貨（香港）雇用業務代理的服務，東方證券（香港）及/或東方期貨（香港）有權（為自身的利益）接受並保留東方證券（香港）及/或東方期貨（香港）就代表客戶向業務代理提供任何業務而可能收到的任何佣金或回佣。

- 6.13 The Client acknowledges that the Instructions might not be able to execute as a result of emergencies and/or technical failures. The Client agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not be held liable for any actual or hypothetical loss resulted directly or indirectly from government actions, price variations, Exchange/market restrictions, equipment and communication system failures, unauthorized accesses to the Account or Transactions, and other objective factors and technical restraints beyond Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s control.

客戶確認存在因突發事件及/或技術故障而使指示無法執行的事實。客戶同意東方證券（香港）及/或東方期貨（香港）將無須對任何直接或間接因政府行為，價格變動，交易所/市場限制，設備和通訊系統故障，未授權進入有關帳戶或有關交易以及其他超越東方證券（香港）及/或東方期貨（香港）控制的客觀因素和技術限制而導致的實際或假設損失負責。

## **7. Client Responsibility and Disclosure of Interests 客戶披露權益責任**

- 7.1 The Client shall pay attention to the provisions of the SFO and the obligations therein to disclose certain shareholdings (including corporate and family interests). Other disclosure obligations may arise under legislation of other jurisdictions or the rules and regulations of relevant markets. 客戶請注意證券及期貨條例的條文及當中披露若干持股量（包括公司及家族權益）的責任。其他披露責任可根據其他司法管轄區的法例或市場的規則及規例產生。
- 7.2 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is not responsible for reminding the Client of any obligations in general or any obligations that may arise from any Instructions or any obligations arisen as a result of any Transaction or from any holdings or otherwise. Such obligations of disclosure are the personal obligations of the Client. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be obliged to notify the Client in respect of his holdings in any form or in respect of any time limits of such holdings, except any notifications or statements that are expressly required to be given according to this Agreement. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be held liable for any losses, costs or expenses arising from any failure or delay by the Client or any other person to disclose in accordance with any relevant obligations or from any delay or default in notifying the Client in respect of executing any Instructions, whereas the Client shall

indemnify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) against any losses, costs or expenses arising from any such failure, delay or default.

東方證券（香港）及/或東方期貨（香港）無責任提醒客戶一般或可能由任何指示產生的任何責任，或因任何交易或從任何持有或以其他方式產生的任何責任。該等披露責任是客戶的個人責任。東方證券（香港）及/或東方期貨（香港）無責任就客戶任何方式的持有或就該持有的任何時限發出通知，惟協議訂明須發出的任何通知或聲明除外。東方證券（香港）及/或東方期貨（香港）毋須就客戶或任何其他人士未能或延遲根據任何有關責任作出披露或任何通知客戶有關執行任何指示的延遲或失責而引致的任何損失、費用或開支負責，而客戶須彌償東方證券（香港）及/或東方期貨（香港）因任何該等未能、延遲或失責而招致的任何損失、費用或開支。

## 8. **Settlement 交收**

- 8.1 Unless otherwise agreed or Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is already holding sufficient cash or Securities on the Client's behalf to settle the Transaction, in respect of each Transaction, the Client shall by such time as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may notify (whether verbally or in writing) the Client in relation to the relevant Transactions:

就每宗有關交易而言，除非另有協議或東方證券（香港）及/或東方期貨（香港）已經代客戶持有足以用作交收的現金或證券，否則，客戶須於東方證券（香港）及/或東方期貨（香港）已經就有關交易通知客戶的交收時限前（不管口頭或書面）：

- (a) pay Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) cleared funds or deliver to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) Securities in deliverable form; or  
支付東方證券（香港）及/或東方期貨（香港）可即時動用的資金或將證券以可交付之形式交付東方證券（香港）及/或東方期貨（香港）；或
- (b) otherwise ensure that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has received such funds or Securities.  
以其他方式確保東方證券（香港）及/或東方期貨（香港）已經收到此資金或證券。

- 8.2 Unless otherwise agreed, the Client agrees that if the Client fails to make such payment or delivery of Securities by the due time as mentioned in clause 8.1 above, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is hereby authorized to:

除非另有協定，客戶同意，倘若客戶未有按照上述第 8.1 條在到期時限前付款或將證券交付東方證券（香港）及/或東方期貨（香港），東方證券（香港）及/或東方期貨（香港）於此獲授權：

- (a) in the case of a purchase transaction, sell the purchased Securities; and  
若為買入交易，轉讓或出售任何此等購入之證券；及
- (b) in the case of a sale transaction, borrow and/or purchase such Securities in order to settle the Transactions.  
若為賣出交易，借入及/或購入此等出售之證券，以完成有關交易。

- 8.3 The Client hereby acknowledges that the Client shall be responsible to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for any loss, costs, fees and expenses incurred by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in connection with the

Client's failure to meet the Client's obligations by the due time as set out in clause 8.1.

客戶於此確認，由於客戶未能按上述第 8.1 條規定在到期時限前履行責任而導致東方證券（香港）及/或東方期貨（香港）承擔任何損失、費用、收費和開支，客戶必須就此向東方證券（香港）及/或東方期貨（香港）負責。

- 8.4 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has notified the Client from time to time.

客戶同意須就所有逾期未付款項（包括法院判定客戶須負責的債項），按東方證券（香港）及/或東方期貨（香港）不時通知客戶而東方證券（香港）及/或東方期貨（香港）有絕對酌情權決定的利率支付有關利息。

- 8.5 Without prejudice to any other rights and remedies available to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is authorized to dispose of any of the Securities or Securities collateral (and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall have the absolute discretion to determine which Securities and Securities collateral and such quantities are to be disposed of) from time to time received from or held on behalf of the Client in settlement of any liability owed by or on behalf of the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or a third person.

在不損害東方證券（香港）及/或東方期貨（香港）可能享有的任何其他權利和補償的情況下，東方證券（香港）及/或東方期貨（香港）獲授權處置，不時東方證券（香港）及/或東方期貨（香港）由客戶收取或代客戶持有的證券或證券抵押品（東方證券（香港）及/或東方期貨（香港）絕對有權決定處置哪一類證券及證券抵押品及有關數量），以履行客戶對東方證券（香港）及/或東方期貨（香港）或其他第三人負有的法律責任。

- 8.6 Without prejudice to the right of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) under clause 22 of Part II of this Agreement, in respect of any amount in an Account receivable from the Client (including such amount arising from purchase of Securities by the Client) and any amount in an Account payable to the Client (including such amount arising from sale of securities by the Client), the Client hereby authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to set-off the aforesaid amounts in the Account against each other. As such, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is entitled to record the amounts of Transactions in an Account on a rolling balance basis.

在不損害東方證券（香港）及/或東方期貨（香港）根據協議第二部份第 22 條可享有的權利，就有關賬戶中客戶應收取款項（包括由賣出證券而產生的款項）及有關賬戶中客戶應支付款項（包括由客戶買入證券而產生的款項），客戶謹此授權東方證券（香港）及/或東方期貨（香港）將上述兩類款項互相抵銷。就此，東方證券（香港）及/或東方期貨（香港）可以滾轉餘額形式記錄有關賬戶中的有關交易款項。

- 8.7 The time for the Client to provide sufficient cash or Securities under clause 8.1 above is of the essence and if no time is notified by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or stipulated by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in such notification, the Client is required to provide sufficient cash or securities forthwith (or at a designated time if so required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from time to time) after (in case of no time is notified) the confirmation of the order for the Transactions or (in case of no time is stipulated in such notification) the time of making such notification. In view of the rapidly changing market conditions, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) reserves the right to revise, accelerate or shorten the time for provision of cash or Securities which was previously notified to the Client and the Client shall comply with such latest time limit with immediate effect. In addition to the rights

set out in clause 8.2 above, in case of any breach of settlement obligations in clause 8.1 above, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is entitled to treat such breach as an Event of Default and to exercise any of the rights set out in clause 18 of Part II of this Agreement.

客戶按上述第 8.1 條提供現金或證券的時間是非常關鍵。倘東方證券（香港）及/或東方期貨（香港）未有通知交收時限或東方證券（香港）及/或東方期貨（香港）未有在有關通知提出時限，客戶須（倘未有通知時限）在有關交易的買賣盤確定，或（倘通知中未有時限）在作出通知之後（或東方證券（香港）及/或東方期貨（香港）不時要求的時間）即時提供足夠金錢或證券。鑑於市場情況迅速變化，東方證券（香港）及/或東方期貨（香港）保留更新、加速或縮短之前通知客戶須提供金錢或證券的時限，客戶必須即時遵守最新時限。倘客戶違反上述第 8.1 條所述交收責任，東方證券（香港）及/或東方期貨（香港）除可行使享有上述第 8.2 條所述的權利以外，還可視上述違反為失責事件並可行使協議第二部份第 18 條所述的權利。

## **9. Commissions, Charges and Interest 佣金、收費及利息**

- 9.1 In all Transactions, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled to deduct from the Client's Account the commissions and other charges (in such amounts as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will notify the Client from time to time) in connection with any Transactions effected for the Client, as well as other charges such as all applicable levies imposed by the Exchange or the Clearing House, commissions, stamp duties, bank charges, transfer fees, interests due and nominee or custodian expenses. The Client acknowledges and agrees that the commission rates and other fees shall be determined and set solely by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), the Exchange and other government agencies, and are subject to change at any time.  
在所有有關交易中，東方證券（香港）及/或東方期貨（香港）有權從客戶有關帳戶扣除有關為客戶進行任何有關交易的佣金和其他各項費用（金額將按東方證券（香港）及/或東方期貨（香港）不時通知客戶）、交易所或結算所徵收的所有相關征費、佣金、印花稅、銀行費用、過戶費、到期的利息及代名人或託管人費用等各項費用。客戶確認並同意佣金費率和各項費用將完全由東方證券（香港）及/或東方期貨（香港）、交易所和其他政府機構決定和設置，並可能隨時變化。
- 9.2 The Client shall pay default interest on all overdue balances in the Account (including any amount owing to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) at any time) at such rates and on such other terms as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in its absolute discretion set and notify the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be pay on the last day of each calendar month or as soon as possible upon demand by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). Default interest shall be compounded monthly and shall itself bear interest.  
客戶應按東方證券（香港）及/或東方期貨（香港）按其絕對酌情權不時釐定而不時通知客戶的利率及其他條款的規定，就有關帳戶內的一切逾期餘款（包括在任何時候欠東方證券（香港）及/或東方期貨（香港）的任何款項）支付違約利息。該利息將逐日累計，並且應在每個日曆月的最後一天或按東方證券（香港）及/或東方期貨（香港）要求盡快支付。違約利息將按每月複利計算及包括利息本身將產生新的利息。
- 9.3 Without prejudice to any other rights available to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may charge a service fee of such amount and currency as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may determine from time to time on the dormant Accounts if the Client has no trading for six (6) months or more. Such fee (if any) will be deducted

automatically from the Client's Account.

在不影響東方證券（香港）及/或東方期貨（香港）的任何其他權利的情況下，如客戶有關帳戶沒有進行買賣活動 6 個月或以上，東方證券（香港）及/或東方期貨（香港）可就該等不活躍與有關帳戶收取帳戶服務費，而東方證券（香港）及/或東方期貨（香港）可不時決定有關的費用及貨幣。該項費用（如有）將從客戶的有關帳戶中自動扣除。

- 9.4 The Client shall bear any taxes, levies, tax reporting and other obligations imposed by relevant authorities in any relevant jurisdiction in respect of any Instructions and/or activities made in his Account. If demanded by such third parties, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to sell any asset in the Client's Account to settle such liabilities without prior notice to the Client.

客戶須就其有關帳戶內所作的任何指示及/或活動，承擔其所屬之任何司法管轄區有關當局之任何稅項、徵費、稅務報告及其他責任。東方證券（香港）及/或東方期貨（香港）有權在不給予客戶事前通知的情況下在該類第三方要求時出售客戶有關帳戶內任何資產以解決有關的責任。

## **10. Client Money and Securities 客戶款項和證券**

- 10.1 Unless the Client provides to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) each a standing authority with respect to dealing with client money and/or client securities, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be subject to the provisions under the Securities and Futures (Client Money) Rules (Cap. 571I, Laws of Hong Kong) and/or the Client Securities Rules in dealing with client money and/or client securities.

除非客戶向東方證券（香港）及/或東方期貨（香港）各自提供一份有關處理客戶款項及/或客戶證券的常設授權，否則東方證券（香港）及/或東方期貨（香港）需遵守香港法律第 571I 章《證券及期貨（客戶款項）規則》及/或客戶證券規則項下的條例處理客戶款項及/或客戶證券。

- 10.2 Monies held in the Account or received for or on behalf of the Client shall be deposited in one or more segregated account(s) which is designated as a trust account or client account, etc. opened and maintained by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in Hong Kong with an authorized financial institution or otherwise be deposited in accordance with Securities and Futures (Client Money) Rules ("Segregated Accounts"). Any interest accrued on monies in Segregated Accounts shall belong to and be retained by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).

有關帳戶內持有的款項及為或代表客戶收取的款項將被存入一個或多個由東方證券（香港）及/或東方期貨（香港）在認可財務機構在香港開立及維持的獨立帳戶，而每個該等帳戶須指定為信託帳戶或客戶帳戶等，或按照《證券及期貨（客戶款項）規則》存放（「獨立帳戶」）。獨立帳戶內款項所產生的利息歸屬東方證券（香港）及/或東方期貨（香港）所擁有。

- 10.3 Where Orient Securities (Hong Kong) is required to register the Securities in the name of the Orient Securities nominee, or be deposited in safe custody in a designated account with the Orient Securities (Hong Kong)'s bankers or with any other institutions approved by the SFC, or commingle and form part of a larger holding of identical Securities held for the Orient Securities (Hong Kong)'s clients generally, Orient Securities (Hong Kong) shall maintain records at all times of the Client's interest in the Securities in the relevant account(s). In addition, Orient Securities (Hong Kong) shall segregate the Securities of the Clients from the proprietary positions of Orient Securities (Hong Kong), and from that of its nominees and sub-custodians. 當東方證券（香港）須以東方證券代名人的名義登記證券時，或將證券存放於東方證券



(香港)的銀行或經證監會批准的任何其他機構的指定賬戶內時，或匯集並成為代東方證券(香港)客戶持有較大數量的同一證券的一部份時，東方證券(香港)應隨時保存客戶在相關帳戶中的證券權益的記錄。此外，東方證券(香港)應將客戶的證券與東方證券(香港)的自營部位及經其代名人和分託管人持有的自營部位分開。

## **11. Conflict of Interest 利益衝突**

- 11.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and its directors, officers, employees or Business Agents may trade for the benefit of itself or its Associate.  
東方證券(香港)及/或東方期貨(香港)及其董事、高級職員或僱員及其業務代理可以為其本身的利益或聯營公司的利益進行交易。
- 11.2 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to (whether on its own account or on behalf of the Associate or other Clients) buy, sell, hold or deal in any Securities or adopts position dealings opposite to the Instructions.  
東方證券(香港)及/或東方期貨(香港)有權(不論是自行買賣或代表聯營公司或其他的客戶)買入、賣出、持有或買賣任何證券，或採納與指示對立的倉盤買賣。
- 11.3 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to match the Instructions with those of other Clients.  
東方證券(香港)及/或東方期貨(香港)有權將指示與其他客戶的指示進行對盤。
- 11.4 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to effect Transactions in Securities in which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or its Associate has a position or in respect of which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or its Associate acts as underwriter, sponsor or otherwise.  
東方證券(香港)及/或東方期貨(香港)有權對東方證券(香港)及/或東方期貨(香港)或其聯營公司有持倉或就該證券作為包銷商、保薦人或其他身份的證券進行交易。
- 11.5 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to have the Instructions executed by any other brokers.  
東方證券(香港)及/或東方期貨(香港)有權以任何理由將指示給予其他經紀執行。
- 11.6 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to request, accept and retain any rebates, brokerage fees, commissions, fees, benefits and discounts arising from execution of tradings and other benefits derived from Transactions. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may also in its sole discretion provide any benefits to any persons related to such Transactions.  
東方證券(香港)及/或東方期貨(香港)有權要求、接受及保留任何因執行買賣產生之回佣、經紀費、佣金、費用、利益、折扣及其他由交易產生之利益。東方證券(香港)及/或東方期貨(香港)亦可以其酌情權提供任何利益予交易相關之任何人士。
- 11.7 In any of the circumstances mentioned in this clause 11, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be obliged to account to the Client for any profits or benefits it obtained.  
在本第 11 條條款中提及的任何情況下，東方證券(香港)及/或東方期貨(香港)都不負有對客戶說明自身所得利潤或利益的義務。

## **12. Joint and Partnership Account 聯名及合夥賬戶**

- 12.1 Unless otherwise provided, this clause 12 shall apply where the account holder or the user of the Service consists of more than one person such as joint account holders, trustees or personal representatives.  
除非另有規定，本第 12 條條款將適用於賬戶持有人或服務使用者多於一個人的情況，例如聯名賬戶持有人、信託人或遺產代理人或服務使用者。
- 12.2 Where the Account consists of more than one person or the service user is more than one person, all of the Account holders or service users will be jointly and severally liable for all or any of the obligations or liabilities under this Agreement.  
當有關賬戶或服務使用者多於一個人時，所有賬戶持有人或服務使用者均須共同及分別地承擔協議項下的所有或任何義務或責任。
- 12.3 Unless otherwise agreed between Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and the Client in writing: -  
除非東方證券（香港）及/或東方期貨（香港）與客戶另有書面協議：
- (a) each joint account holder of the Account or service user will have sole authority on behalf of all the joint account holders or service users to deal with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) fully and completely without any notice to the other joint account holders or service users;  
每一個聯名賬戶持有人或服務使用者均有全面及完全的權力在毋須通知其他聯名賬戶持有人或服務使用者的情況下與東方證券（香港）及/或東方期貨（香港）進行業務；
  - (b) any of the joint account holders or service users may give Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) an effective and final discharge in respect of any of their obligations or liabilities hereunder; and  
任何一個有關賬戶的聯名賬戶持有人均可有效地及最終地解除東方證券（香港）及/或東方期貨（香港）的義務或責任；及
  - (c) any notice or communication given to one of the joint account holders or service users shall be deemed to be given to all.  
任何東方證券（香港）及/或東方期貨（香港）給予聯名賬戶其中一名持有人或其中一名聯名服務使用者的通知或通訊均會被視作送達予全部聯名賬戶持有人或服務使用者。
- 12.4 On the death of any of the account holders or the service users, this Agreement will not terminate but remain in full force and effect and binding on the surviving account holder or the service users unless otherwise agreed between the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing. Further, all rights and interests of and in the Account and the Service will be vested in the survivor under the Account or the service by operation of the rule of survivorship.  
除非客戶與東方證券（香港）及/或東方期貨（香港）另行同意，當任何一位賬戶持有人或服務使用者身故，協議不會因而終止，並保持有效及對其他在世的聯名賬戶持有人或服務使用者仍有約束力。並且，賬戶及有關服務項下的所有權利及權益將按照生存者取得權的規則施行並歸賦於有關賬戶或服務的生存者。
- 12.5 Notwithstanding the foregoing provisions, Orient Securities (Hong Kong) and/or Orient

Futures (Hong Kong) reserves its right:-

儘管上述條文，東方證券（香港）及/或東方期貨（香港）保留下列權利：

- (a) to require joint instructions from some or all of the joint account holders or the service users before taking any action under this Agreement; and  
於根據協議採取任何行動前，向所有或多於一位的聯名賬戶持有人或服務使用者尋求共同指示；及
- (b) if Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) receives instructions from any one of the joint account holders or the joint service users which are not consistent with other instructions, to advise one or more joint account holders or service users of such conflict or inconsistency and/or take no action on any such instructions until Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) receives further instructions in the form and substance to its satisfaction.  
倘若東方證券（香港）及/或東方期貨（香港）收到其中一名聯名賬戶持有人或服務使用者的指令與其他指示有衝突及不一致，東方證券（香港）及/或東方期貨（香港）有權通知一個或多個聯名賬戶持有人或服務使用者此等衝突及不一致及/或不執行有關指示直至東方證券（香港）及/或東方期貨（香港）收到認為恰當的進一步指示為止。

- 12.6 In the event of a joint account holder becoming mentally incapacitated, the other joint account holder(s) and/or the committee of the estate of the incapacitated joint account holder appointed by the court (if any) shall inform Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) by way of a written notice immediately. Upon actual receipt of the notice, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may suspend operation of the joint account until Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is satisfied that all other joint account holder(s) are aware of the circumstances and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has been provided with all the required information and documentations relating to the incapacitated account holder for the purpose of reactivation of such joint account as conclusively determined by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). For the avoidance of doubt, instructions given to and followed by, and/or the Transactions executed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) prior to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s receipt of the above notice are conclusively binding on all the account holders. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is, in its absolute discretion, entitled (but not obliged) to determine the conditions and limitations subject to which the joint account may be resumed before a legally valid arrangement with respect to the interest of the incapacitated joint account holder is made.

倘一名聯名帳戶持有人失去行為能力（不論精神上或其他方面），其餘聯名帳戶持有人及/或由法庭委任之失去行為能力的聯名帳戶持有人之產業受託監管人（如有）須立刻以書面形式通知東方證券（香港）及/或東方期貨（香港）。在東方證券（香港）及/或東方期貨（香港）實際收到通知後，東方證券（香港）及/或東方期貨（香港）可暫停聯名帳戶之運作直至東方證券（香港）及/或東方期貨（香港）滿意所有其餘聯名帳戶持有人知悉有關情況，及東方證券（香港）及/或東方期貨（香港）已獲提供所有其判定為合適之有關失去行為能力的聯名帳戶持有人之資料及文件以恢復運作該聯名帳戶。為免生疑問，在東方證券（香港）及/或東方期貨（香港）實際收到上述通知之前，東方證券（香港）及/或東方期貨（香港）獲發及跟從之指示及/或由東方證券（香港）及/或東方期貨（香港）執行的有關交易對所有帳戶持有人具有最終約束力。東方證券（香港）及/或東方期貨（香港）有權（但非必要）按其絕對酌情決定，在失去行為能力的聯名帳戶持有人之利益有合法安排前，恢復運作聯名帳戶所受限之條件及限制。

12.7 If the Client is a partnership, the following provisions shall apply:-  
倘若客戶是合夥企業，下列條文將會適用：

- (a) unless otherwise agreed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), the Client's partnership agreement, if any, will not bind Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) regardless of whether or not it has notice thereof and the operation of a partnership account is governed by and subject to this Agreement;  
除非東方證券（香港）及/或東方期貨（香港）另行同意，客戶的合夥協議不會對東方證券（香港）及/或東方期貨（香港）構成任何約束力（不論東方證券（香港）及/或東方期貨（香港）是否知悉該合夥協議），而客戶的合夥賬戶將受協議規管；
- (b) all partners will be jointly and severally responsible for their obligations and liabilities under this Agreement;  
所有合夥人將共同及分別地承擔協議項下的義務及責任；
- (c) notwithstanding any change in the partnership's constitution, the remaining partners will have full power and authority to deal with the joint Account or use the Service until Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall have actually received the notice of change; and  
即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理聯名有關賬戶或使用有關服務，直至東方證券（香港）及/或東方期貨（香港）收到實際的變更通知為止；及
- (d) unless otherwise agreed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), the Client will provide to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) a new Account Mandate and open a new account upon any change of constitution.  
除非東方證券（香港）及/或東方期貨（香港）另行同意，客戶於組織變更時，將向東方證券（香港）及/或東方期貨（香港）提供新的賬戶指令及開立新賬戶。

### 13. **Variation of Information 資料變更**

13.1 The Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) undertake to inform each other of any material change to the information provided in this Agreement. Particularly, the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) agree that:-

東方證券（香港）及/或東方期貨（香港）及客戶承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及東方證券（香港）及/或東方期貨（香港）同意：-

- (a) the Client shall be notified by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of any material change to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s business which may affect the Service rendered to the Client by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong); and  
倘東方證券（香港）及/或東方期貨（香港）業務出現任何重大變動，而該等變動可能影響東方證券（香港）及/或東方期貨（香港）向客戶提供之有

關服務，則東方證券（香港）及/或東方期貨（香港）將會通知客戶有關變動；及

- (b) the Client will notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of any change of name, address, tax status, particulars and information and provide such supporting documents as reasonably required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to support such changes.  
客戶將通知東方證券（香港）及/或東方期貨（香港）有關姓名、地址、稅務身份、詳細資料及其他資料之任何變動，並按東方證券（香港）及/或東方期貨（香港）合理之要求提供支持文件以茲證明。

- 13.2 The Client is required to provide valid mobile phone number and/or other contact numbers for liaison and notification purpose and the Client shall notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in a timely manner if any of such number is changed. The supporting documents for such change should be provided as soon as reasonably required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).  
客戶應向東方證券（香港）及/或東方期貨（香港）提供有效的手提電話號碼及/或其他聯絡號碼以作聯絡及通知用途。倘號碼有變動，應盡快通知東方證券（香港）及/或東方期貨（香港），並按東方證券（香港）及/或東方期貨（香港）合理之要求盡快提供支持文件以茲證明。

#### 14. Client's Identity 客戶身份

- 14.1 If the Client effects Transactions in Securities listed on the SEHK or related Derivative Product for the account of his customer, whether on a discretionary or non-discretionary basis, and whether entering into matching transactions as an agent or as a principal with his customer, the Client hereby agrees that the following provisions shall apply when Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is investigated by Relevant Regulators respecting related Transactions:

倘若客戶為其顧客的帳戶進行聯交所上市證券或相關的衍生性產品的交易，不論是否受顧客全權委託，以代理人身份抑或以當事人身份與客戶進行對盤交易，客戶茲同意在東方證券（香港）及/或東方期貨（香港）接受有關監管機構進行有關交易的調查時，下述條款將會適用：

- (a) Subject to the following clauses, the Client shall, immediately upon request by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (such request shall include the relevant contact details of the Relevant Regulators), provide the identity, address, occupation and contact details of the customer effecting Transactions with the Client's Account and (so far as known to the Client) of the ultimate beneficiary to the Relevant Regulators. The Client shall also provide the identity, address, occupation and contact details of the third party (if different from the customer/ultimate beneficiary) who initiated the Transactions to the Relevant Regulators.

受制於下述條款，客戶在收到東方證券（香港）及/或東方期貨（香港）的要求後（該要求應包括有關監管機構有關的聯絡資料），應即時向有關監管機構提供與其有關帳戶進行交易的顧客及（就客戶所知的）交易最終受益人的身份、地址、職業和詳細聯絡資料。客戶還應將引發交易的第三方（如果該第三方並非客戶/最終受益人）的身份、地址、職業和詳細聯絡資料告知有關監管機構。

- (b) If the Client effects Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by Orient

Securities (Hong Kong) and/or Orient Futures (Hong Kong) (such request shall include the relevant contact details of the Relevant Regulators), provide the identity, address and contact details of such scheme, account or trust to the Relevant Regulators, and (if applicable) provide the identity, address, occupation and contact details of the person giving Transactions Instructions to the Client on behalf of such scheme, account or trust to the Relevant Regulators.

如果客戶為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶須按東方證券（香港）及/或東方期貨（香港）的要求（該要求應包括有關監管機構有關的聯絡資料）即時向有關監管機構提供有關該計劃、帳戶或信託的身份、地址和的詳細聯絡資料；及（如適用）提供有關該名代表該計劃、帳戶或信託向客戶下達交易指示的人士之身份、地址和詳細聯絡資料。

- (c) If the Client effects Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) when its authority to invest on a discretionary basis on behalf of such scheme, account or trust is revoked. In the case where the Client's authority to invest on a discretionary basis on behalf of his customer has been revoked, the Client shall, immediately upon request by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (such request shall include the relevant contact details of the Relevant Regulators), provide the identity(ies), address(es), occupation(s) and contact details of the person or persons giving related Transactions Instructions to the Client on behalf of to the Relevant Regulators.

如果客戶為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶在其全權代表該計劃、帳戶或信託進行投資權力已予撤銷時，須在盡快可行的情況下通知東方證券（香港）及/或東方期貨（香港）。在客戶的全權代客投資權力已予撤銷情況下，客戶須按東方證券（香港）及/或東方期貨（香港）的要求（該要求包括有關監管機構有關的聯絡資料）即時向有關監管機構提供有關該名/或多名曾向客戶下達有關交易指示的人士的身份、地址和詳細聯絡資料。

- (d) If the Client is aware that its customer is effecting Transactions as intermediary for its own customer, but the Client does not know the identity, address, occupation and contact details of the underlying customer in respect of whom the related Transactions is effected, the Client shall confirm that:

如果客戶知悉其顧客乃作為其本身顧客的中介人進行有關交易，但客戶並不知道有關交易所涉及的相關顧客的身份、地址、職業和詳細聯絡資料，則客戶應該確認以下各項：

- (i) he has arrangements in place with such customer by which the Client is authorized to obtain the information set out in clauses 14.1(a) and 14.1(b) above under this Agreement from its customer immediately upon request; or procure obtaining such information; and

客戶已經與該顧客作出安排，授權客戶可按要求立即向其取得協議第 14.1(a)和 14.1(b) 條中列出的各項資料；或促使取得有關資料；及

- (ii) on request from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in respect of related Transactions, he will promptly request or procure the customer who gives Transaction Instructions to the Client to provide the information set out in clauses 14.1(a) and 14.1(b) above under this Agreement, and shall, as soon as receiving those information, submit them to the Relevant Regulators.

客戶將按東方證券（香港）及/或東方期貨（香港）就有關連的有關

交易提出的要求，立即要求或促使向客戶下達交易指示的該顧客提供協議中第 14.1(a) 和 14.1(b) 條中列出的各項資料，並在收到其所提交的資料後即呈交予有關監管機構。

- (e) The Client confirms that, where necessary, he has obtained all consents or waivers from the customer, collective investment scheme, discretionary account or discretionary trust effecting the Transactions, so that the Client can provide to the Relevant Regulators the identity and contact details of such customer, scheme, account or trust that effecting Transactions in his Account as well as the identity and contact details of the ultimate beneficiary and the person (if different from his customer/ultimate beneficiary) who initiated the Transactions.  
如有需要，客戶確認已經得到進行有關交易的顧客、集體投資計劃、全權委託帳戶或全權委託信託的全部同意或豁免，使客戶可以向有關監管機構提供以其有關帳戶進行的有關顧客、計劃、帳戶或信託的身份和詳細聯絡資料及交易最終受益人和引發交易人士（如果該等人士並非其顧客/最終受益人）的身份和詳細聯絡資料。
- (f) The provisions in this clause shall survive notwithstanding the termination of this Agreement.  
即使協議終止，本條款中所列各規定依然有效。

## **15. Transaction Notices and Statements 交易通知及結單**

- 15.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will report to the Client about the status of Transactions execution in the following ways:  
東方證券（香港）及/或東方期貨（香港）將通過以下方式向客戶報告有關交易執行的情況：
- (a) promptly by telephone, facsimile or otherwise; and/or  
迅速地以電話、傳真或其他方式；及/或
- (b) by sending the Client Transactions confirmation and account statement by post or by electronic means in two business days after Transactions execution.  
在執行有關交易之後兩個營業日內，向客戶寄送客戶有關交易確認書和帳戶結單，或以電子確認書和帳戶結單方式通知客戶。
- 15.2 In any particular month, unless there is no Transaction or balance, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will send the Client a physical monthly statement showing the monthly transaction summary or an electronic monthly statement.  
在任何特定月份，除非沒有任何有關交易或結餘，東方證券（香港）及/或東方期貨（香港）將向客戶寄送記錄當月交易狀況摘要的月結單或發出電子月結單。
- 15.3 The Client has the duty to examine carefully the Transaction confirmations, the account statements and the monthly statements, and to notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing of any error or inconsistency therein within five (5) Business Days or such other period of time as specified by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) generally or in any particular case after the sending date of such confirmations or statements. The Client agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is not responsible for the damages caused by the delay in notifying Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of such errors and for the influence of market fluctuations. Furthermore, in the absence of manifest errors, the Transaction

confirmations, the account statements and the monthly statements shall be conclusive, the Client shall be deemed to have waived the right to challenge any errors, and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be released from all claims by the Client in connection with the statements or any action taken or omitted regarding the Account.

客戶有責任仔細審核有關交易確認書、帳戶結單和月結單，並在該確認書或結單發出之日後五(5)個營業日或東方證券(香港)及/或東方期貨(香港)一般或就個別的案件指定的時間內，以書面方式向東方證券(香港)及/或東方期貨(香港)報告其中的錯誤或不符。客戶同意東方證券(香港)及/或東方期貨(香港)不承擔由於遲延向東方證券(香港)及/或東方期貨(香港)報告錯誤導致的損害和受市場波動影響的責任。另外，在沒有明顯錯誤的情況下，有關交易確認書、帳戶結單和月結單將是不可被推翻的，客戶將被視為已放棄質詢任何錯誤的權利，東方證券(香港)及/或東方期貨(香港)亦被解除對客戶就結單或任何有關帳戶採取或未有採取的行動的索償責任。

## 16. Access Service 取覽服務

- 16.1 The Client consents to gain access to the trade documents required to be provided by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) under Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Cap. 571N of the Laws of Hong Kong) through the use of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s online trading platform (the “**Access Service**”), unless otherwise agreed between the Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing.

除非客戶與東方證券(香港)及/或東方期貨(香港)另有書面約定，客戶同意透過使用東方證券(香港)及/或東方期貨(香港)的在線交易平台取覽東方證券(香港)及/或東方期貨(香港)根據香港法例第 571N 章《證券和期貨(財政資源)規則》規定須提供的交易文件(下稱「**取覽服務**」)。

- 16.2 Unless specified otherwise, the Client acknowledges his understanding and acceptance of the following arrangements when using the Access Service:

除非另有約定，客戶表示同時確認其明白及接受使用取覽服務時的下述安排：

- (a) appropriate hardware and software, internet access and a specific email address, mobile phone number or other electronic address provided and designated by the Client for receiving email, short message service or other electronic notifications from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) are required for using the Access Service;  
客戶須配備適當的設備和軟件、接達互聯網，及提供和指定一個特定的電郵地址、流動電話號碼或其他電子地址，以接收東方證券(香港)及/或東方期貨(香港)發送的電郵、短訊或其他電子通知，方可使用取覽服務；
- (b) internet, email, short message service and other electronic information services may be subject to certain intelligence technology risks and disruption;  
互聯網、電郵、短訊及其他電子資訊服務可能涉及某些資訊科技風險及出現中斷；
- (c) revocation of consent to the Access Service will be subject to the giving of such advance notice by the Client through such methods as specified by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong);  
如撤銷對取覽服務的同意，客戶將須透過東方證券(香港)及/或東方期貨(香港)所指明的方法給予事先通知；
- (d) the Client may be required to pay a reasonable charge for:



客戶在以下情況或須繳付合理費用：

- (i) obtaining a copy of any trade document that is no longer available for access and downloading through the intermediary's website; or  
取得不可再透過中介人網站取覽及下載的任何交易文件的副本；  
或
  - (ii) requesting the intermediary to provide trade documents to him, in addition to the request for the Access Service, by other means;  
除了要求使用取覽服務外，還要求東方證券(香港)及／或東方期貨(香港)以其他方式向其提供交易文件；
- (e) in order to avoid missing notifications, the Client needs to inform Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) as soon as practicable upon a change in the designated email address, mobile phone number or other electronic address.  
為了避免未能收取通知，客戶如更改指定的電郵地址、流動電話號碼或其他電子地址，便需在切實可行的範圍內盡快告知東方證券(香港)及／或東方期貨(香港)。

- 16.3 The Client further acknowledges and confirms that he shall have the right to, by giving not less than 2 months' prior written notice to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in accordance with this clause 16 hereunder, revoke his consent to the use of the Access Service.

客戶進一步承認及確認其有權根據協議項下本第 16 條向東方證券（香港）及／或東方期貨（香港）發出不少於 2 個月的事先書面通知，以撤回其對取覽服務之同意。

## **17. Representations, Warranties and Undertakings 聲明、保證及承諾**

- 17.1 The Client represents, warrants and undertakes (and such representations, warranties and undertakings shall be deemed to be repeated by the Client on the date on which Transaction is made pursuant to this Agreement) that:

客戶聲明、保證及承諾（及該聲明、保證及承諾將被視作於根據協議而進行有關交易的當天由客戶重新作出）：

- (a) The information provided by the Client pursuant to this Agreement is true, accurate and complete, and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled to rely thereon until Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has received written notice of any changes to such information. The Client will notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) immediately in writing of any material changes in such information; Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) also has the obligation to inform the Client timely of any material changes on its name, address, registration status, services, charge rates and margin/short selling facilities;  
客戶根據協議提供的資料是真實、準確及完整的，及東方證券（香港）及／或東方期貨（香港）有權依賴該等資料行事直至東方證券（香港）及／或東方期貨（香港）收到有關資料更改的書面通知為止。如該等資料有重要變更，客戶將立即以書面通知東方證券（香港）及／或東方期貨（香港）；東方證券（香港）及／或東方期貨（香港）同樣有義務將其在名稱、地址、註冊狀態、服務內容、費率及保證金/賣空設施方面的重大變化及時通知客戶；

- (b) All necessary consents or authorizations necessary for signing this Agreement and for the carrying out of any Transaction on any market have been obtained and are in full force and effect;  
已取得簽署協議及於任何市場上進行任何有關交易所需的一切必須同意或授權，並具有十足效力及生效；
- (c) The Client has the authority, power and legal capacity to open the Account and to perform its obligations under this Agreement, and this Agreement constitute valid and legally binding obligations of the Client;  
客戶具有開立有關帳戶及根據協議履行其責任的授權、權力及法定資格，協議對客戶構成有效及具有法律約束力的責任；
- (d) The execution, delivery and performance mentioned in any clauses will not violate or in breach of any laws applicable to or binding on the Client or enforce the creation of any lien, security interest or encumbrance on the Client's assets;  
任何條款提及的執行、交付及履行將不會違反或違背任何適用於或對客戶具約束力的法律，或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
- (e) The Client shall provide or endeavour to provide Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) with the required relevant information, so that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) could perform and comply with its obligations under this Agreement;  
客戶須即時提供或設法提供予東方證券（香港）及/或東方期貨（香港）所需的相關資料及協助以便東方證券（香港）及/或東方期貨（香港）可履行及遵守協議下的義務；
- (f) When the Account is the account of the Client's customer, the Client has reliable systems in place to verify the identity of his customer and has appropriate systems and controls in place to redistribute the monies deposited in the combined Account to each of the underlying customers. In addition, the Client possesses the exact knowledge as to the source of funds used to open the Account and deposit into the Account;  
當有關帳戶為客戶顧客的帳戶時，客戶設有可靠的制度去確認其顧客的身分及有適當的制度及控制將存放於已混合的有關帳戶的款項，再分配給背後的個別顧客。另外，客戶對於開立有關帳戶及存入有關帳戶的款項的來源有確切的了解；
- (g) The Client shall deposit his own monies solely for investment in Securities. The Client further represents, warrants and undertakes not to deposit Securities, cheques, bank drafts or other assets not under his name into his Account; and  
客戶存入其自有資金且僅用於證券投資。客戶並進一步聲明、保證及承諾不將任何不屬於其名下的證券，支票，銀行匯票或其他資產存入其有關帳戶；及
- (h) The source of fund complies with all laws and regulations, and will provide evidence of compliance on the source and transfer of funds as required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).  
資金的來源合乎一切法律法規，並會按東方證券（香港）及/或東方期貨（香港）的要求提供資金來源及劃轉的合規證明。

17.2 Within the scope permitted by law, the Client warrants and undertakes to ratify and confirm as

required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) any acts, deeds, things or matters lawfully done by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in the proper performance of its duties or obligations hereunder.

於法律容許的範圍內，客戶保證及承諾按東方證券（香港）及/或東方期貨（香港）的要求追認及確認任何東方證券（香港）及/或東方期貨（香港）合理地履行協議的責任或義務時合法地所作出的行為、契據、事項或作為。

## **18. Event of Default 失責事件**

18.1 Any one of the following events shall constitute an Event of Default:

下述任何一事件均構成失責事件（下稱「失責事件」）：

- (a) the Client's failure to pay any deposits or sums payable to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or its Associates or such deposits or sums are overdue, or failure to submit any document or deliver any Securities to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong);  
客戶無法按照東方證券（香港）及/或東方期貨（香港）要求支付或逾期未能向東方證券（香港）及/或東方期貨（香港）或其聯營公司支付任何存款或應支付款項、或未能向東方證券（香港）及/或東方期貨（香港）提交任何文件或交付任何證券；
- (b) the Client's failure to perform any provisions of this Agreement and failure to comply with any laws or rules and rules and regulations of the relevant Exchange and/or Clearing House;  
客戶未履行協議的任何條款，及未遵守任何法例、規則和相關交易所及/或結算所的規則和規例；
- (c) the filing of a petition of bankruptcy or winding up or the commencement of other analogous proceedings against the Client;  
客戶已被提出破產呈請、清盤呈請，或針對客戶的類似法律程序已開始；
- (d) the death of the Client (being an individual) or the Client being judicially declared as insane or incompetent;  
客戶身故（指個人客戶）或客戶被法庭裁定為精神失常或無勝任能力；
- (e) the enforcement of any attachment, execution or other legal process against the Client;  
針對客戶的任何扣押、執行或其他法律過程；
- (f) any representations or warranties made by the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in this Agreement or in any document being incorrect or misleading;  
客戶在協議或任何文件中向東方證券（香港）及/或東方期貨（香港）作出的任何陳述或保證不正確或具有誤導性；
- (g) any consent, authorization or board resolution necessary for the Client (being non-individual Client) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to be in full force and effect; and  
客戶（指非個人客戶）簽署協議所必要的任何同意、授權或董事會決議被部分或全部撤回或暫時終止或終止或不再全面有效；及
- (h) the occurrence of any event which, in the opinion of Orient Securities (Hong Kong)

and/or Orient Futures (Hong Kong), might jeopardize its rights under this Agreement.

東方證券（香港）及/或東方期貨（香港）認為發生了可能危及東方證券（香港）及/或東方期貨（香港）在協議所擁有權利的任何事件。

- 18.2 If an Event of Default occurs, without prejudice to any other rights of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s right of compensation against the Client and without further notice to the Client, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled to:

如果發生失責事件，在無損東方證券（香港）及/或東方期貨（香港）的其他權利或東方證券（香港）及/或東方期貨（香港）向客戶獲得補償的權利，及無需進一步通知客戶的情況下，東方證券（香港）及/或東方期貨（香港）有權採取以下行動：

- (a) close the Account immediately;  
立即結束有關帳戶；
- (b) terminate all or any part of this Agreement;  
終止協議的全部或任何部分；
- (c) cancel all commitments made by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong);  
取消東方證券（香港）及/或東方期貨（香港）作出之所有承諾；
- (d) cancel any or all outstanding orders and any other commitments made on behalf of the Client;  
取消任何或所有未完成的買賣盤和代表客戶所作的任何其他承諾；
- (e) close any or all contracts between Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and the Client, cover any short positions of the Client through purchasing Securities on the relevant Exchange, or liquidate any long positions of the Client through selling Securities on the relevant Exchange;  
將東方證券（香港）及/或東方期貨（香港）和客戶之間的任何或所有合約平倉，或在相關交易所購買證券以填補客戶的任何淡倉，或在相關交易所賣出證券以結清客戶的任何長倉；
- (f) charge the default interests and/or fees determined by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from time to time;  
收取由東方證券（香港）及/或東方期貨（香港）不時釐定之違約利息及/或手續費用；
- (g) dispose of any or all Securities held on behalf of the Client, and apply the proceeds and any deposits of the Client to satisfy the outstanding balances owing to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and/or its Associates, including all costs, charges, legal fees and other expenses (including stamp duties, commissions and broker commissions) incurred when Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) transfers or sells all or any Securities or property in the Client's Account or, completes its ownership;  
處置代表客戶持有的任何或所有證券，並用所得收益以及客戶的任何現金存款償還欠東方證券（香港）及/或東方期貨（香港）及/或其聯營公司的未清餘額，包括東方證券（香港）及/或東方期貨（香港）轉讓或賣出客戶帳戶內所有或任何證券或財產，或完整其所有權時所招致的所有成本、費用、法律

費用及其他開支(包括印花稅、佣金及經紀佣金)；

- (h) borrow or buy any Securities required for delivery in respect of any sale effected on behalf of the Client; and  
就代客戶進行的任何出售，借入或購買交收所需的任何證券；及
- (i) pursuant to clause 22 of Part II of this Agreement, merge, consolidate, hold on lien and offset any or all accounts of the Client.  
根據協議第二部份第 22 條條款，合併、整合、留置和抵銷客戶的任何或所有帳戶。

18.3 All amounts due or owing by the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) under this Agreement shall become immediately due and payable if an Event of Default occurs.

如果失責事件發生，根據協議客戶欠東方證券（香港）及/或東方期貨（香港）的所有到期或欠下的款項將立即到期付款並須立刻繳交。

18.4 In the event of sale of any Securities pursuant to this clause:  
若根據本條款出售任何證券：

- (a) Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be responsible for any losses caused thereby if Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has made reasonable endeavours and has sold or disposed of the Securities or any part thereof at the prevailing market price;  
如果東方證券（香港）及/或東方期貨（香港）已經作出了適當努力並以當時的市場價格賣出或處置證券或其中任何部分，東方證券（香港）及/或東方期貨（香港）將不承擔因此導致的任何損失；
- (b) Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled, at its discretion, to retain for itself or sell or dispose of all Securities owed by the Client or any part thereof at the prevailing market price. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not in any way assume the losses occasioned thereby and has no obligation to account for any profit made therefrom by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and/or any of the Associates; and  
東方證券（香港）及/或東方期貨（香港）有權按其酌情權以當時的市場價格，為其本身保留或向其他人賣出或處置客戶擁有的所有證券或其中任何部分。東方證券（香港）及/或東方期貨（香港）不會以任何方式承擔因此而導致的損失，並且沒有義務說明東方證券（香港）及/或東方期貨（香港）及/或其任何聯營公司由此而獲得的任何利潤；及
- (c) the Client agrees to pay to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) any deficiency if the net proceeds received from the sale of Securities are insufficient to cover the amount owing by the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).  
如果賣出證券獲得的淨收益不足以彌補客戶欠東方證券（香港）及/或東方期貨（香港）的款項，客戶同意向東方證券（香港）及/或東方期貨（香港）支付其不足部分。

## 19. **Compliance Action 合規行動**

- 19.1 Notwithstanding the provisions contained herein to the contrary, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is, in its absolute discretion, entitled and empowered to take or omit to take any action as it shall consider appropriate (the “**Compliance Action**”) for the purpose of complying with the Applicable Laws and Compliance Rules as well as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)’s internal policies and procedures with respect to prevention of money laundering and terrorist financing activities, other crimes and fraudulent activities; or non-provision of financial and other services to any persons or entities under sanction (whether the United Nations sanction or otherwise). The Compliance Action includes, without limitation:

儘管協議中載有相反規定，東方證券（香港）及/或東方期貨（香港）藉其獨有及絕對的酌情權，可採取或不採取任何行動以遵守，關於預防洗錢及恐怖份子融資活動或者其他犯罪和欺詐活動，或不向受制裁的任何人士或實體（無論是否受到聯合國制裁或其他）提供金融及其他服務的適用法律、合規規則及東方證券（香港）及/或東方期貨（香港）的內部政策和程序（下稱「**合規行動**」）。合規行動包括但不限於：

- (a) declining the application or refusing to handle or process, or refusing to accept payment in or make payment out in connection with, any order, direction, Instruction or Transaction contemplated under this Agreement;  
否決申請或拒絕處理或進行協議項下擬進行的任何指令、命令、指示或有關交易，或拒絕履行協議項下擬進行的任何訂單、命令、指示或有關交易的存款或付款；
- (b) suspending the Account or putting a hold on the Account’s operations in whole or in part;  
終止有關帳戶或者暫停有關帳戶操作（全部或者部分）；
- (c) (if Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) becomes aware that any payment made to, or at the request of, the Client contravenes the Compliance Rules) immediately recouping such payment from the Client, irrespective of any other agreement with the Client to the contrary;  
（如東方證券（香港）及/或東方期貨（香港）意識到向客戶，或應客戶要求作出的任何付款違反合規規則）立即從客戶處收回該等款項，不論是否與客戶簽訂任何其他相反的協議；
- (d) the interception and investigation of any payment messages and other information or communications sent to or by the Client via the systems of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or other systems; and  
截取及調查任何通過東方證券（香港）及/或東方期貨（香港）系統或其他系統的支付信息及其他發予客戶或由客戶發送的信息或通訊；及
- (e) making further enquiries as to whether a name which might refer to a sanctioned party actually refers to that party.  
進一步調查可能為受制裁方的名稱是否實際上為該受制裁方。

- 19.2 For the avoidance of doubt, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not be liable for any loss (whether direct, indirect or consequential), including, without limitation loss of profit or interest or any damage suffered by the Client or any party arising out of or in connection with:

為免生疑問，東方證券（香港）及/或東方期貨（香港）將不會承擔客戶或任何一方因以下原因或與之相關而衍生的任何（無論是直接的、間接的或後繼的）的損失，包括但不限於利潤或利息損失或任何損害：

- (a) any delay or failure by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in processing any payment messages or other information or communication or any request from the Client, or in performing any of its duties or other obligations in connection with any order, direction, Instruction or Transaction, triggered by the Compliance Action in whole or in part; or  
由於任何合規行動全部或部份地引致東方證券（香港）及/或東方期貨（香港）的延遲或未能處理任何付款信息或其他信息或通訊或任何來自客戶的要求，或延遲或未能履行其責任或與任何與指令、命令、指示或有關交易有關的其他義務；或
- (b) the exercise of any of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s rights under, or any action taken or non-action made by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), pursuant to this clause.  
東方證券（香港）及/或東方期貨（香港）行使本條項下的權利或根據本條的作為或不作為。

## **20. Suspension and Termination 暫停及終止**

20.1 Either party signing this Agreement may terminate this Agreement at any time by giving written notice to the other party. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may terminate this Agreement immediately upon the occurrence of any one or more of the following events:

簽署協議的任何一方向另一方提出書面通知，均可於任何時候終止協議。如果發生下列的一種或多種情況，東方證券（香港）及/或東方期貨（香港）也可以立即終止協議：

- (a) the withdrawal or non-renewal upon expiry (or when the Client is asked to provide such renewal) of the Client's authorization to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in this Agreement;  
客戶給予東方證券（香港）及/或東方期貨（香港）於協議內的授權被撤回或有效期屆滿時（或當客戶被要求就該項授權續期時）沒有加以續期；
- (b) the withdrawal of the Client's appointment of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) as his custodian under Part IX of this Agreement;  
客戶撤回按協議第九部份所作出的委任，不再委任東方證券（香港）及/或東方期貨（香港）作為客戶的保管人；
- (c) the Client has any Events of Default set out in clause 18 of Part II of this Agreement;  
客戶發生協議第二部份第 18 條的失責事件；
- (d) the Client will close the Account; or  
客戶將予終止有關帳戶；或
- (e) the Client rejects the amendments made by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to the provisions of this Agreement or rules of business.  
客戶不接受東方證券（香港）及/或東方期貨（香港）對協議條款或業務操作規則的修訂。

- 20.2 Termination of this Agreement under this clause shall not affect any Transactions entered into theretofore by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) pursuant to this Agreement and the guarantees, representations, commitments, and indemnities made by the Client pursuant to this Agreement, and such guarantees, representations, commitments, and indemnities shall survive the termination of this Agreement.  
按本條款規定終止協議時，不會影響東方證券（香港）及/或東方期貨（香港）根據協議在終止前已進行的任何有關交易和客戶在協議下所作的擔保、聲明、承擔及賠償保證，該等保證、聲明、承擔及賠償保證在協議終止後繼續有效。
- 20.3 Upon termination of this Agreement under this clause, all amounts due or owed by the Client under this Agreement shall become immediately due and payable. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall have no further obligations to deal in Securities on behalf of the Client in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Client to the contrary.  
當協議依據本條款終止時，客戶在協議下所有到期或欠下的款項將立即到期付款並須立刻繳交。儘管客戶有任何相反的指示，東方證券（香港）及/或東方期貨（香港）不再有任何責任按協議各項條款的規定代表客戶買賣證券。
- 20.4 Upon termination of this Agreement, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled to exercise its absolute discretion to sell, realize, redeem, liquidate or otherwise dispose of all or part of the Client's Securities to satisfy all indebtedness of the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong); the risk and cost of the aforesaid disposals shall be borne solely by the Client, and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be held liable for any losses or damages suffered by the Client.  
當協議終止時，東方證券（香港）及/或東方期貨（香港）有權行使絕對酌情權，賣出、變賣、贖回、清算或採取其他方法處置客戶的全部或部分客戶證券，以償還客戶所欠東方證券（香港）及/或東方期貨（香港）之所有債務，前述處置風險和成本由客戶獨自承擔，東方證券（香港）及/或東方期貨（香港）對客戶所遭受的任何損失或損害均不承擔任何責任。
- 20.5 Any net cash proceeds received by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) pursuant to the provisions of this clause from such sale, realization, redemption, liquidation or other disposals shall be credited to the Client's Account; such proceeds shall first deduct of all costs, charges, transfer fees and expenses (including legal expenses) incurred by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in the aforesaid sale, realization, redemption, liquidation or other disposals, all other monies and sums due or owing to Orient Securities (Hong Kong), and all other debts accrued or accrual and payable but remain unpaid to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (whether actual or contingent, present or future or of other nature). All Securities not realized and disposed of together with any relevant documents of title in Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s possession shall be delivered to the Client at the Client's sole risks and expenses.  
東方證券（香港）及/或東方期貨（香港）根據本條款的規定從賣出、變賣、贖回、清算或採取其他方法處置所獲得的任何現金淨額將貸記入客戶有關帳戶；在首先扣除東方證券（香港）及/或東方期貨（香港）在前述出售、變賣、贖回、清算或以其他形式處置中發生的所有成本、收費、過戶費、開支（包括法律費用），應付給或結欠東方證券（香港）及/或東方期貨（香港）的所有其他款項及金額，及已計或應計支付給東方證券（香港）及/或東方期貨（香港）而尚未償付的所有其他債務（不論是實有的還是或有的，不論是現有、將來的還是其他性質的）。所有未變賣和未處置的證券及東



方證券（香港）及/或東方期貨（香港）擁有任何有關的業權文件都將在客戶自行承擔風險和自行支付相關費用的條件下交付給客戶。

- 20.6 If a debit balance on the Account still exists, the Client shall immediately pay to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) an amount equal to such debit balance together with the relevant cost of funding of such amount up to the date of actual receipt of the payment in full (before and after any legal judgement) as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) notifies the Client.  
如果有關帳戶仍出現結欠，客戶應當立即向東方證券（香港）及/或東方期貨（香港）支付相等於該帳戶結欠金額及相應利息，連同東方證券（香港）及/或東方期貨（香港）通知客戶該金額直至實際收到全部支付款項之日（在任何法律裁決之前或之後）的有關資金成本的款項。
- 20.7 For the purposes of performing this clause, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may effect such currency conversions as necessary at the spot rate of exchange prevailing at the time (as determined by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in its absolute discretion) in the relevant foreign exchange market (as determined by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in its absolute discretion) on the relevant date.  
為履行本條款的規定，東方證券（香港）及/或東方期貨（香港）可以在有關日期以（由東方證券（香港）及/或東方期貨（香港）據其絕對酌情權決定的）相關外匯交易市場當時（由東方證券（香港）及/或東方期貨（香港）據其絕對酌情權決定）的即期匯率進行必要的貨幣轉換。
- 20.8 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) reserves its right to suspend the Account when any one of the following events occurs:-  
當發生下列任何一項事件時，東方證券（香港）及/或東方期貨（香港）保留權利暫停有關帳戶：
- (a) Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has notice of irregularity (either actual, constructive or otherwise) in connection with the operation, maintenance or closing of the Account;  
東方證券（香港）及/或東方期貨（香港）得悉任何關於操作、維持或取消有關帳戶之不正常的情況（無論是實際、推論或從其他方面得悉）；
  - (b) Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) receives conflicting Instruction(s) from the Client or the Authorized Person;  
東方證券（香港）及/或東方期貨（香港）從客戶或獲授權人處獲得相反的指示；或
  - (c) the arising of any notice of dispute within the Client and/or between the Authorised Person and/or, where the Client is a corporate Client (whether a sole proprietorship/ partnership firm/ limited company), the directors/shareholders/partners of the Client;  
or  
倘若客戶（不論內部和/或獲授權人士之間）有任何爭議。就公司客戶而言（不論是獨資企業、合夥企業或有限公司），倘若客戶董事、股東或合夥人之間有任何爭議；或
  - (d) the arising of any disputes involving interest of the Account.  
出現涉及有關帳戶權益的任何糾紛。

## 21. **Liability and Indemnity 責任與賠償**

- 21.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will use its best efforts to comply with and carry out the Instructions given by the Client and accepted by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) concerning the Account and the Transactions; provided, however, that neither Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) nor any of its directors, officers, employees or agents (unless it has been established that they or any of them commit acts of fraud and willful default) shall be held liable howsoever (whether in contract, tort or otherwise) for any losses, expenses or damages suffered by the Client as a result of the following:

東方證券（香港）及/或東方期貨（香港）將盡力遵從和執行由客戶發出並被東方證券（香港）及/或東方期貨（香港）接受的關於有關帳戶和有關交易的指示。但是，東方證券（香港）及/或東方期貨（香港）或其董事、高級職員、僱員及/或代理人（除非已經證實他們或他們其中的任何人有欺詐行為和故意違約行為）均不對客戶由於以下原因導致的任何損失、費用或損害承擔任何責任（不論基於合約、侵權行為或其他責任）：

- (a) the inability, failure or delay on the part of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to comply with or carry out any Instruction or any ambiguity or defect in such Instruction;  
東方證券（香港）及/或東方期貨（香港）欠缺能力、不能或延遲遵守或執行任何指示或該指示含糊或有不完善之處；
- (b) Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s acting or relying in good faith on any Instruction of the Client, whether or not such Instruction is given after Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of its Associates or any of its or their directors, officers, employees or agents has or have provided any recommendations, advices or opinions;  
東方證券（香港）及/或東方期貨（香港）忠誠地按照或信賴客戶的指示行事，無論該指示是否在東方證券（香港）及/或東方期貨（香港）或其聯營公司或其任何董事、高級職員、僱員或代理人給予提議、建議或意見後發出；
- (c) Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restrictions, closure of or rulings by any Exchange (or any division thereof), suspension of trading, breakdown or failure of communication or computer facilities, postal or other strikes or other similar industrial actions, or the failure of any Exchange, Clearing House, Business Agent or other person to perform its obligations;  
東方證券（香港）及/或東方期貨（香港）因任何不受其控制的原因導致其不能履行協議下的責任，包括任何政府或監管機構的限制、任何交易所（或其個別部門）的關閉或裁決、暫停交易、傳訊或電腦設備出現故障或失靈、郵政或其他罷工或其他類同的工業行動、任何交易所、結算所、業務代理或其他人士不能履行其責任；
- (d) any Exchange, Clearing House, Business Agent or other person ceasing for any reason to recognize the existence or validity of any Transactions or failing to perform or withdraw any contracts of such Transactions, provided that the occurrence of the foregoing shall not affect the Client's obligations and duties hereunder in respect of such contracts or arising therefrom;  
任何交易所、結算所、業務代理或其他人士因任何原因停止承認任何有關交易的存在或有效性，或不能履行或撤銷任何上述有關交易之合約，但任何上述情況的發生不能影響客戶在此合約下對該等合約或從其產生的責任和義務；

- (e) the mis-understanding or mis-interpretation of any Instruction given by means of oral or electronic communications, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, suspension or termination in the continuing operation or availability and mechanical failure or inadequacy of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and service; and/or  
任何以口頭或電子通訊方式發出的指示被錯誤理解、錯誤詮釋，或電子訊息傳遞出現擠塞情況或因任何其他原因導致傳遞上出現延誤或錯誤，或東方證券（香港）及/或東方期貨（香港）用作接收及處理透過電訊裝置傳遞指示的電話或通訊系統或裝置及所有其他有關設備、設施及服務出現任何機械故障、暫停或停止持續運作或不足；及/或
- (f) in the event of a default of any third party, including any bank, institution or other person selected by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), which holds money belonging to the Client and which has been paid to the third party by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) on the Client's behalf.  
任何第三方違約事件。第三方包括任何銀行、機構或其他經東方證券（香港）及/或東方期貨（香港）挑選的人士，彼等持有屬於客戶而由東方證券（香港）及/或東方期貨（香港）代客戶支付予該第三方的款項。

- 21.2 The Client agrees to fully indemnify and keep Indemnified Persons against any losses, costs, claims, liabilities or expenses (including legal fees) that may be suffered or incurred by any and/or all of the Indemnified Persons arising out of or in connection with any Transactions or arising out of any action or omission by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in accordance with the provisions of this Agreement or the breach by the Client of any of its obligations under this Agreement, including any costs reasonably incurred by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in collecting any debts owing by the Client and any due amounts on the Account, in enforcing the rights of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) hereunder or in connection with the closure of the Account, and any penalty charged as a result of any Transaction to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) by any Exchange and/or Clearing House.

客戶同意，對於因任何有關交易而導致的或與之有關的，或因東方證券（香港）及/或東方期貨（香港）依照協議規定而採取或不採取任何行為而導致受償人中任何一個及/或全體所蒙受或發生的損失、成本、索賠、責任或費用（含法律費用），包括東方證券（香港）及/或東方期貨（香港）在收取客戶所欠債務和帳戶結欠過程中，東方證券（香港）及/或東方期貨（香港）在行使協議下的權利或與終止有關帳戶有關的合理費用，及因交易導致任何交易所及/或結算所向東方證券（香港）及/或東方期貨（香港）徵收的罰款，客戶將對受償人作出充分賠償，並維持對受償人作出賠償。

- 21.3 If the Client suffers any pecuniary losses due to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s default, his effective claims will be paid by the compensation fund established under the relevant regulatory rules, but shall be subject to the monetary caps and terms stipulated by such relevant regulatory rules. Therefore, there is no guarantee that such pecuniary loss will be paid in full, in part or at all by out of the compensation fund.  
倘若客戶因東方證券（香港）及/或東方期貨（香港）之過失而蒙受金錢損失，其有效索償將由有關監管規則下所成立之賠償基金償付，惟須受該有關監管規則所定之金額上限及條款規限。因此，並無保證該等金錢損失或獲賠償基金悉數、部分或任何賠償。

## **22. Set off, Lien and Combination of Accounts 抵銷、留置及帳戶合併**

- 22.1 Without prejudice to any general liens or rights of set-off of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or similar rights Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be entitled under laws and in addition such rights, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall also be subject to general liens towards any monies, commodities or other properties that the Client delivers to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for custody for any purpose or holds in any Account (whether held by himself or jointly with others), or that are held by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or its Associates in custody at any time and for any purpose (including for safekeeping) as a continuing security for the compensation and payment of all debts the Client owing to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and/or its Associates as a result of the Transactions or otherwise.

在不損害東方證券（香港）及/或東方期貨（香港）的任何一般留置權、抵銷權或東方證券（香港）及/或東方期貨（香港）依法享有的類似權利的情況下及除此等權利之外，對於客戶不論為任何目的交由東方證券（香港）及/或東方期貨（香港）代管或在任何有關帳戶內（不論是其個人或與人聯名持有），或不論何時及不論為任何目的（包括保管）而由東方證券（香港）及/或東方期貨（香港）或其聯營公司保管的任何資金、商品或其他財產，亦享有一般留置權，以此作為賠償和清償客戶因有關交易或其他緣故引致而欠東方證券（香港）及/或東方期貨（香港）及/或其聯營公司的所有債務的連續擔保。

- 22.2 Without prejudice to any general liens or rights of set-off of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or similar rights Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be entitled under laws and in addition such rights, in respect of all or any Securities, assets, monies or any other properties deposit at or otherwise held by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and/or its Associate on behalf of or in the name of the Client, regardless such Securities, assets, monies or other properties are of custody or other nature, if the Client has any due yet unpaid amounts, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may sell such Securities, assets, monies or other properties or any part thereof at such prices and in such manners as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) determines (Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is authorized to do all such things necessary in connection with such sale), and apply the proceeds of the sale to set off or satisfy the debts of the Client towards Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of its Associates, regardless whether any other person may have interests in such properties or whether Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has advanced payments respecting such properties, and regardless how many Accounts the Client opens with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has the right to, at any time without notice to the Client, combine and/or consolidate the Client's Accounts and utilize the amounts therein to set off the obligations or liabilities the Client owing towards Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of its Associates, whether such obligations or liabilities are actual or contingent, fundamental or incidental, secured or unsecured, or joint or several. The truthfulness of such debts has nothing to do with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) would pay its Associates immediately in full upon request.

在不損害東方證券（香港）及/或東方期貨（香港）的任何一般留置權、抵銷權或東方證券（香港）及/或東方期貨（香港）依法享有的類似權利的情況下及除此等權利之外，所有或任何存放於或由東方證券（香港）及/或東方期貨（香港）及/或聯營公司以其其他方式代客戶或以客戶名義持有的證券、資產、款項或任何其他財產，不論上述證券、

資產、款項或其他財產是屬於保管或其他性質，倘若客戶有任何款項到期而未付，東方證券（香港）及/或東方期貨（香港）可將上述證券、資產、款項或其他財產或其任何部份以東方證券（香港）及/或東方期貨（香港）決定的價格及方式出售（東方證券（香港）及/或東方期貨（香港）獲授權進行與此項出售有關而須做的一切事情），及利用出售所得款項以抵銷或抵償客戶對東方證券（香港）及/或東方期貨（香港）及/或任何聯營公司所負債務，不論其他人士對此等財產是否享有權益或東方證券（香港）及/或東方期貨（香港）對此等財產是否曾經墊支款項，亦不論客戶在東方證券（香港）及/或東方期貨（香港）設有多少個帳戶，東方證券（香港）及/或東方期貨（香港）有權隨時合併及/或綜合客戶的有關帳戶，運用其中款項抵銷客戶欠負東方證券（香港）及/或東方期貨（香港）或其任何聯營公司的責任或債務而不須另行通知，不論該等責任或債務是實際或待確定的、基本或附帶的、有擔保或無擔保的，個人承擔或共同承擔的。至於債務是否屬實，概與東方證券（香港）及/或東方期貨（香港）無關，只要收到聯營公司要求，東方證券（香港）及/或東方期貨（香港）即如數支付。

- 22.3 In addition and without prejudice to any general liens or other similar rights which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be entitled under the law or this Agreement, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for itself and as agent for any of its Associates, at any time without notice to the Client, may combine or consolidate any or all Accounts, of any whatsoever and either individually or jointly with others, with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of its Associates and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may set off or transfer any monies, Securities or other property in any such Accounts to satisfy obligations or liabilities of the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

除了凡是東方證券（香港）及/或東方期貨（香港）依據法律或協議享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，東方證券（香港）及/或東方期貨（香港）為了其自己（及以其任何聯營公司之代理人身份），在任何時候均可在不通知客戶的情形下，將客戶在東方證券（香港）及/或東方期貨（香港）或其任何聯營公司處開設之任何性質的任何或所有有關帳戶（不論是個人的還是與其他人聯名的）進行合併或整合，東方證券（香港）及/或東方期貨（香港）可以進行抵銷或轉移任何前述有關帳戶項下任何資金、證券或其他財產，以履行客戶對東方證券（香港）及/或東方期貨（香港）或其任何聯營公司的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務，主債務還是從義務，從債務，不論是有抵押的還是無抵押的，不論是共同的還是個別的。

**23. Transactions in which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be Interested 東方證券（香港）及/或東方期貨（香港）可能有利益關係的有關交易**

- 23.1 Client should note that in the event that the amount of dividends, interest payments, distributions, rights entitlements or Securities received by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or the Orient Securities Nominee (where appropriate) in respect of Securities exceeds the amount which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is required to distribute to Clients pursuant to this Agreement, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall have no further liability to any Client in respect of such excess amount of dividends, interest payments, distributions, rights entitlements or securities and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be authorized to appropriate such excess amount and interest thereon or other distributions accruing thereto for its own account and benefit.

客戶應留意，如果東方證券（香港）及/或東方期貨（香港）或東方證券代理人(如適用)就證券收到的股息、利息、分派、權利或證券多於東方證券（香港）及/或東方期貨（香港）按協議規定需要分派給客戶的數量，東方證券（香港）及/或東方期貨（香港）不必就超額部份的股息、利息、分派、權利或證券對任何客戶承擔進一步的法律責任；東方證券（香港）及/或東方期貨（香港）應獲得授權將上述超額部份款項連同利息或其累計的其他分派留為己用。

23.2 Client authorises Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to do the following:-

客戶授權東方證券（香港）及/或東方期貨（香港）從事下述行為：

- (a) buying, holding or dealing in any Securities for its own account notwithstanding that similar Securities may be comprised in the Account;  
為東方證券（香港）及/或東方期貨（香港）本身買入，持有或買賣任何證券，即使有關帳戶內可能也有同一類證券；
- (b) purchasing for the Account in any Securities held by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for its own account or held by any Associates of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for their own accounts or held by any other of its or their Clients provided that in any case the terms of the purchases are not less favourable to the Client than they would have been had the Transactions been entered into with a party other than Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any Associates of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or one of its or their Clients;  
為有關帳戶買入東方證券（香港）及/或東方期貨（香港）為其本身持有的、或東方證券（香港）及/或東方期貨（香港）聯營公司為其本身持有的、或由東方證券（香港）及/或東方期貨（香港）或東方證券（香港）及/或東方期貨（香港）聯營公司的任何其他顧客所持有的任何證券，前提是，購買的條款無論如何不遜於客戶與東方證券（香港）及/或東方期貨（香港）、東方證券（香港）及/或東方期貨（香港）聯營公司及東方證券（香港）及/或東方期貨（香港）或東方證券（香港）及/或東方期貨（香港）聯營公司顧客以外的一方進行上述有關交易的話原可採用的購買條款；
- (c) selling Securities forming part of the Account, to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for its own account or for the account of any Associates of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or for the account of any other of its or their Clients provided that in any case the terms of the sales are not less favourable to the Client than they would have been had the transactions been entered into with a party other than Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any Associates of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or one of its or their Client; and/or  
將構成有關帳戶一部份的證券售予東方證券（香港）及/或東方期貨（香港）本身或任何東方證券（香港）及/或東方期貨（香港）聯營公司本身，或售予東方證券（香港）及/或東方期貨（香港）或東方證券（香港）及/或東方期貨（香港）聯營公司任何其他顧客，前提是對客戶來說，出售的條款無論如何不遜於客戶與東方證券（香港）及/或東方期貨（香港）、東方證券（香港）及/或東方期貨（香港）聯營公司及東方證券（香港）及/或東方期貨（香港）或東方證券（香港）及/或東方期貨（香港）聯營公司顧客以外

的一方進行上述交易的話原可採用的出售條款；及/或

- (d) taking the opposite position to orders of the Client for Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s own account or on behalf of any Associates of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or other customers of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).

東方證券（香港）及/或東方期貨（香港）自行抵銷或代表任何東方證券（香港）及/或東方期貨（香港）聯營公司或東方證券（香港）及/或東方期貨（香港）的其他顧客抵銷客戶的買賣指令。

- 23.3 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be liable to the Client for any claims against Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any Associate of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in relation to any Transaction which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is interested referred to in this clause including without limitation to any claims for commissions, profits, rebate or any other benefits whatsoever earned or received by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any Associate of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).

東方證券（香港）及/或東方期貨（香港）不必另行向客戶披露本條文所述東方證券（香港）及/或東方期貨（香港）在其中有利益關係的有關交易，也不必就客戶向東方證券（香港）及/或東方期貨（香港）或任何東方證券（香港）及/或東方期貨（香港）聯營公司提出的、與本條文所述東方證券（香港）及/或東方期貨（香港）在其中有利益關係的交易有關申索對客戶承擔法律責任，這些申索包括但不限於對東方證券（香港）及/或東方期貨（香港）或任何東方證券（香港）及/或東方期貨（香港）聯營公司所賺得或收到的佣金、盈利、退款或其他利益的申索。

- 23.4 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall, subject to Applicable Laws and regulations, be entitled to solicit, accept and retain any benefit in connection with any Transaction effected with any person for the Client pursuant to this Agreement, including any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their Clients. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall also, at its absolute discretion but subject to Applicable Laws and regulations (e.g. the disclosure requirements, obtaining Clients' written consent), 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.

在遵循適用法律和規例的前提下，東方證券（香港）及/或東方期貨（香港）有權就其根據協議代表客戶與任何人達成的交易索取、收受和保留任何利益，包括就上述交易收到的任何佣金、退款或類似的款項，以及東方證券（香港）及/或東方期貨（香港）或其他代理對其顧問標準佣金的退款。在遵守適用法律及規例(例如：披露規則，獲得客戶的書面同意)的前提下，東方證券（香港）及/或東方期貨（香港）還有絕對酌情權決定是否就其根據有關協議代表客戶與任何人達成的有關交易提出給予任何利益，包括與上述交易有關佣金或類似款項的利益。

- 23.5 Unless otherwise instructed in writing by the Client, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may aggregate the Client's orders with those of its own or of any Associate of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or other Clients of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). The Client agrees that in the event of there being insufficient Securities available to satisfy the Instructions so aggregated, the number of Securities bought or sold shall be attributed to the relevant Clients

in the order in which those instructions were received by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). Priority will be given to satisfy orders of Clients in any subsequent allocation if all orders cannot be filled.

除非客戶另行以書面作出指示，否則東方證券（香港）及/或東方期貨（香港）可以將客戶的指令與其本身的指令或任何東方證券（香港）及/或東方期貨（香港）聯營公司或東方證券（香港）及/或東方期貨（香港）其他顧客的指令合併處理。客戶同意，倘若證券的數量不足以滿足據此合併後的指示，證券的買賣數量應依照東方證券（香港）及/或東方期貨（香港）收到指示的先後次序分配予有關顧客。倘若所有指令未能滿足，則於任何其後分配將優先滿足客戶指令。

- 23.6 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will act as the Client's agent in effecting Transactions pursuant to this Agreement unless Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) indicates (in the contract note for the Transaction or otherwise) that it is acting as principal.

東方證券（香港）及/或東方期貨（香港）將根據協議在執行有關交易中作為客戶的代理，除非東方證券（香港）及/或東方期貨（香港）（在有關交易的成交單據中或以其他方式）指出其以當事人身份行事。

- 23.7 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may at its sole and absolute discretion pay interest on the credit balance in the Account at such rate and under such conditions as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) notifies the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and the interest rates promulgated by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be different from those of other banks or financial institutions.

東方證券（香港）及/或東方期貨（香港）可全權酌情決定根據其不時通知客戶有關利率及條件，就有關帳戶項下結存餘額支付利息，客戶承認並同意，利率會波動，而東方證券（香港）及/或東方期貨（香港）頒布的利率或會與其他銀行或財務機構所頒布者有異。

## **24. Tax Compliance 稅務合規**

- 24.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) are required under the CRS and/or the FATCA (as the case may be), to collect appropriate documentation and information from the Client. The Client may be requested to complete the relevant forms to provide his Tax Information. Where such information is collected from the Client, it may impact his financial experience with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) depending on the type of account the Client holds, the countries where the Client or his business has a relationship with Orient Securities (Hong Kong), and whether the Client is a U.S. person. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may also be required to report details of the Client's financial activities, income received and Tax Information to the U.S. Internal Revenue Service and/or other relevant Tax Authorities.

根據共同申報準則及/或外國帳戶稅收遵從法，東方證券（香港）及/或東方期貨（香港）下的實體須向客戶收集適當的文件及資料。客戶可能被要求填妥相關表格以提供客戶的稅務信息。當東方證券（香港）及/或東方期貨（香港）從客戶收集該等資料時，客戶於東方證券（香港）及/或東方期貨（香港）的金融業務體驗可能根據客戶所持的帳戶類別、客戶之業務與東方證券（香港）及/或東方期貨（香港）存在關係的國家及客戶是否為美國人士而受到影響。東方證券（香港）及/或東方期貨（香港）亦可能被要求向美國國家稅務局及/或其他相關稅務部門申報閣下的財務活動、所得收入及稅務信息。



- 24.2 The Client acknowledges that he/she/it is solely responsible for understanding and complying with his/her/its tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant Taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of the Client's Accounts(s) or Services provided by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or members of Orient (Hong Kong).  
客戶確認會自行負責了解及遵守客戶在所有司法管轄區有關及因開立及使用客戶有關賬戶或東方證券（香港）及/或東方期貨（香港）或東方（香港）的成員所提供的服務而引起的稅務責任（包括繳稅或提交報稅表或有關繳交所有相關稅收的其他所需文件）。
- 24.3 The Client may be requested to provide a self-certification or other documentation to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in order to establish the Client's tax liability in any jurisdiction. Furthermore, if there is any change in circumstances that would affect the Client's tax residence status or there are reasons for Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to suspect that the Client's self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Client. The Client will fully cooperate in respect of any enquiries that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may make for the purpose of compliance with all Applicable Laws, rules, regulations and directives including, and without limitation, the CRS and/or FATCA, including promptly providing all relevant information, details and/or documents as may be necessary to enable Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to comply with the same.  
客戶可能被要求向東方證券（香港）及/或東方期貨（香港）提供自我認證或其他文件，以確立客戶於任何司法管轄區的稅務責任。此外，如果有任何情況的改變影響客戶的稅務居民狀況或當東方證券（香港）及/或東方期貨（香港）有理由懷疑客戶的自我認證是不正確或不可靠，客戶需要提供一份新的自我認證及/或附加文件。客戶將對東方證券（香港）及/或東方期貨（香港）為遵守所有適用法律、規則、規例及指引，包括但不限於共同申報準則及/或外國帳戶稅收遵從法，所須作出的任何查詢予以充分合作，包括盡速提供所有必需的相關資料、詳情及/或文件，以便東方證券（香港）及/或東方期貨（香港）遵從該等要求。
- 24.4 The Client hereby consents to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of the Associate to gather, store, use, process, disclose and report towards domestic and overseas regulators, tax or other competent authorities (if necessary) the Client's information and data to establish the Client's tax liability in any jurisdiction. The Client consents and agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of the Associate may, without notice or liability to the Client, withhold from the Account(s) such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable laws, rules, regulations and directives including, and without limitation, the CRS and/or FATCA.  
客戶謹此同意東方證券（香港）及/或東方期貨（香港）或任何聯營公司於必要時收集、保存、使用、處理、披露和報告客戶的資料及訊息予本地及海外監管、稅務或其他主管當局(如有需要)以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意東方證券（香港）及/或東方期貨（香港）或任何聯營公司可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於共同申報準則及/或外國帳戶稅收遵從法，從客戶的有關帳戶中預扣款項，而毋須通知客戶或對客戶負上任何責任。
- 24.5 The Client hereby undertakes to notify Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of any change of the following information in writing forthwith:-  
客戶謹此承諾即時以書面通知東方證券（香港）及/或東方期貨（香港）下述資料的任

何變動：-

- (a) the Client's particulars, circumstances, status, including any changes in citizenship, residence, tax residency, addresses on record, telephone or facsimile number and email address; and  
客戶的資料、狀況、身份、包括任何有關公民身份、居住地、稅務上的常駐國家、紀錄上的地址、電話或傳真號碼及電郵地址的變更；及
- (b) (where applicable) the Client's constitution, shareholders, partners, directors or company secretary, or the nature of the Client's business.  
(如適用)客戶的組織章程、股東、合伙人、董事或公司秘書，或客戶業務的性質。

24.6 If the Client fails to provide Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) with any of the necessary information or to take action as required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) within the time specified, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled to do anything it considers appropriate, and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be entitled to close the Client's Account or classify the Client's Account as "non-consenting" or "non-participating financial institution" or execute tax withholding and to report to relevant government/Tax Authorities under requirements of CRS and/or FATCA.  
如客戶未能提供東方證券（香港）及/或東方期貨（香港）任何必要的信息或在指定的時間內對東方證券（香港）及/或東方期貨（香港）的要求採取行動，東方證券（香港）及/或東方期貨（香港）有權作出任何其認為是適當的行動，及東方證券（香港）及/或東方期貨（香港）有權關閉客戶的有關帳戶或將客戶的有關帳戶分類為「非自願」或「非參與金融機構」或執行稅務預扣及根據共同申報準則及/或外國帳戶稅收遵從法要求向相關政府/稅務部門作出報告。

## 25. **Suitability Obligation 合適性責任**

- 25.1 If Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) solicits the sale of or recommend any of the 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 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may ask the Client to sign and no statement Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may ask the Client to make derogates from this clause.  
假如東方證券（香港）及/或東方期貨（香港）向客戶招攬銷售或建議任何金融產品，該金融產品必須是東方證券（香港）及/或東方期貨（香港）經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。協議的其他條文或任何其他東方證券（香港）及/或東方期貨（香港）可能要求客戶簽署的文件及東方證券（香港）及/或東方期貨（香港）可能要求客戶作出的聲明概不會減損本條款的效力。
- 25.2 Unless Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) expressly agrees in writing to the contrary, no representation or warranty, express or implied, is given by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) as to the value or suitability for the Client of any Transaction entered into by the Client.  
除非東方證券（香港）及/或東方期貨（香港）另行以書面明確地同意，否則東方證券（香港）及/或東方期貨（香港）不會就客戶所訂立的任何有關交易對客戶的價值或適宜性，作出任何明示或暗示的陳述或保證。

25.3 The Client hereby acknowledges that any information communicated to the Client by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), although obtained from sources believed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to be reliable, has not been independently verified by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and may be incomplete, inaccurate or changed without notice to the Client. The Client acknowledges that any such information is provided by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to the Client for its information and reference only and is not intended as investment advice or for trading or other purposes. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) makes no representation, warranty or guarantee with respect to the sequence, accuracy, truth, reliability, adequacy, timeliness, completeness or correctness of such information. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall have no responsibility or liability whatsoever in respect of any information given, or views expressed by them or any of their directors, officers, employees or agents to the Client, whether or not such information or views are expressed at the request of the Client. The Client understands that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), or other members of Orient (Hong Kong), may purchase or sell or have a position in the Securities or financial instruments which are the subject of information furnished to the Client, and that the positions or Transactions of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any of the Orient (Hong Kong) may or may not be consistent with the information furnished to the Client by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). Any information communication or explanation from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to the Client in respect of any Instruction or Transaction under this Agreement shall not be regarded as investment advice or recommendation to enter into any Transaction under this Agreement.

客戶謹此確認，即使東方證券（香港）及/或東方期貨（香港）傳遞給客戶的任何資料是來自東方證券（香港）及/或東方期貨（香港）相信是可靠的來源，但有關資料並未獲東方證券（香港）及/或東方期貨（香港）獨立地作出核證，可能是不完整、不準確或在並無向客戶發出通知的情況下被更改。客戶謹此確認任何此等資料僅由東方證券（香港）及/或東方期貨（香港）向客戶提供以作客戶的純資訊或純屬參考用途，此等資料並非作為投資建議或作交易或其他用途。東方證券（香港）及/或東方期貨（香港）對於有關資料的序列、準確度、真實性、可靠性、充足與否、及時性、完整性或正確性並無作出任何陳述、保證或擔保。東方證券（香港）及/或東方期貨（香港）及/或東方香港對於彼等或其任何董事、高級職員、僱員或代理向客戶提供的任何資訊或發表的意見（不論是否應客戶要求而提供該等資訊或發表該等意見），概無任何責任亦無須承擔任何法律責任。客戶了解到，東方證券（香港）及/或東方期貨（香港）或東方香港的其他成員，可買賣或持有向客戶提供的資訊內所提及的證券或金融工具，而東方證券（香港）及/或東方期貨（香港）或任何東方香港成員的持倉量或有關交易，可能或可能不會與東方證券（香港）及/或東方期貨（香港）向客戶提供的資訊相符。東方證券（香港）及/或東方期貨（香港）就協議下的任何指示或有關交易向客戶提供的任何資料、通訊或解釋，不得被視為訂立協議下的任何交易的投資意見或建議。

25.4 If the Client enters into a transaction with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to buy and/or sell a product without or inconsistent with any solicitation or recommendation from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not have any obligation or duty to assess whether or ensure that the product is suitable for the Client. The Client acknowledge and agree that it is the Client's sole responsibility to assess and to satisfy the Client that the transaction is appropriate for the Client. Any limitation of obligation or duty of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in this Clause 25.4 is subject to compliance with all applicable regulations.

如客戶在沒有東方證券（香港）及/或東方期貨（香港）的任何招攬或建議或與之不一致的情況下與東方證券（香港）及/或東方期貨（香港）進行購買及/或出售產品的交易，東方證券（香港）及/或東方期貨（香港）將沒有任何義務或責任評估該產

品是否適合客戶或確保其適合客戶。客戶知悉及同意，客戶應自行負責評估及自行信納交易為適合客戶。於本第 25.4 條中所列明的東方證券（香港）及/或東方期貨（香港）的義務或責任的限制將會受制於所有適用法規。

## **26. Currency Exposures 貨幣風險**

- 26.1 For any Transaction effected under the Account in currencies other than Hong Kong dollars, the Client acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Client's account and at the Client's own risk. 對於以港幣以外的貨幣進行於有關賬戶項下的有關交易，客戶承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔。

## **27. Conclusive Evidence 終局性證據**

- 27.1 Except for manifest error, the books and records kept by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (including, without limitation, tape recording and any handwritten information recorded by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s employees or agents in the course of their dealing with the Client) with respect to the Account and/or the Service shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.

除非存在明顯的偏差，由東方證券（香港）及/或東方期貨（香港）保存有關於有關帳戶及/或有關服務的帳冊及紀錄（包括但不限於錄音帶及由東方證券（香港）及/或東方期貨（香港）員工或代理與客戶交易期間手寫的紀錄、資料或數據）均對客戶具絕對約束力及會於所有法庭及其他所有作為中，成為終局性的證據。

## **28. Risk Disclosure 風險披露**

- 28.1 The Client represents and acknowledges that he has been fully explained of the Risk Disclosure Statements (annexed as Schedule 1) and has been invited to seek independent legal and financial advices in relation to these Risk Disclosure Statements.

客戶聲明及確認風險披露聲明（列於附錄 1）已向客戶全部解釋，及客戶已被獲邀尋求有關此等風險披露聲明之獨立法律及財務意見。

- 28.2 The Client further represents that he has read the Risk Disclosure Statements and fully understands the contents and agrees to be bound in all respects by the same.

客戶並重申聲明其已閱讀該風險披露聲明，並完全明白該內容及同意接受該內容的一切約束。

## **29. Notices and Communications 通知與通訊**

- 29.1 All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) and shall be delivered in person, by post, by facsimile or by e-mail, if to the Client, at the address, facsimile number or e-mail address provided by the Client in the Account Opening Form, or at such other address, facsimile number or e-mail address as designated by the Client through written notice to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong); and if to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), at the address of its office as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may from time to time select and notify the Client. For general issues such as changes in commission or interest rate and amendments to this Agreement, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may inform the Client by ways of website

releases, electronic trading system publications and other appropriate announcements without having to inform the Client through the above means.

所有通知、報告、結單、確認書和其他通訊將以書面或電子形式（如適用）以專人送達、郵寄、傳真或電子郵件的方式傳達，如送致客戶，應送致客戶在開戶表格中所載的地址、傳真號碼或電子郵件地址，或客戶以書面通知東方證券（香港）及/或東方期貨（香港）之其他指定地址、傳真號碼或電子郵件地址；如送致東方證券（香港）及/或東方期貨（香港），應送致東方證券（香港）及/或東方期貨（香港）不時選擇及通知客戶的辦事處地址。有關普遍性的事項，例如佣金、利率的變更及協議的修訂，東方證券（香港）及/或東方期貨（香港）可以採用網站公布、電子交易系統發佈等適當的公告方式通知客戶，無須另行採用以上方式通知客戶。

- 29.2 All notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:

所有通知、報告、結單、確認書和其他通訊，如：

- (a) if delivered in person, at the time of delivery to the Client;  
以專人送達，則在送達客戶之時被視作妥善送達；
- (b) if delivered by facsimile or e-mail, at the time of transmission;  
以傳真或電子郵件方式，則在發送之時被視作妥善送達；
- (c) if sent by post, within 2 Business Days after posting; or  
如以郵寄方式發送，則在投寄後兩個營業日被視作妥善送達；或
- (d) if delivered by public announcement, on the date of publication.  
如以公告方式，則在公告發出後當日被視作妥善送達。

- 29.3 The Client agrees to check regularly his mailbox, e-mail inbox, facsimile machine and other facilities used to receive communications from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not be responsible for any losses arising from the Client's failure, delay or negligence to check such sources or facilities of communication or arising from any failure of such sources or facilities of communication.

客戶同意定期查看其用於接收東方證券（香港）及/或東方期貨（香港）通訊的郵箱，電子郵箱，傳真機和其他設備。對於因客戶未能、延誤或疏忽於檢查上述通訊來源或設施，或因上述通訊來源或設施故障而形成的任何損失，東方證券（香港）及/或東方期貨（香港）將不負任何責任。

- 29.4 For the purpose of protecting the interests of both parties and detecting and rectifying misunderstandings in a timely manner, the Client agrees and authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to, at its discretion and without further prior notice, monitor and record the electronic communications and telephone conversations between both parties.

為保護雙方的利益，及時發現和糾正誤解，客戶同意並授權東方證券（香港）及/或東方期貨（香港）可以自主並無須進一步事先通知即可對雙方之間的電子通訊和電話談話進行監控和錄音。

### **30. Foreign Currency Indemnity 外幣擔保賠償**

- 30.1 Payment by the Client to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)

shall be in the currency(ies) of the relevant liability(ies) or, if so agreed by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), in a different currency or currencies (the “**Appropriate Currency**”), in which case the conversion(s) to that different currency(ies) shall be made at the exchange rate(s) which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) determines to be prevailing in the relevant foreign exchange market(s) at the relevant time(s) (the “**Applicable Exchange Rate**”). Such determination to be made by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in its absolute discretion is conclusive and binding on the Client. If for any reason the Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) receives an amount in any currency other than the Appropriate Currency, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is authorised to purchase the amount in the Appropriate Currency with the amount of the payment so received at the Applicable Exchange Rate in accordance with the usual practice of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and the Client shall indemnify and keep indemnified Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), such shortfall shall form part of the sums due and owing hereunder to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and bear interest accordingly. Any shortfall not paid on demands shall bear default interest in accordance with clause 9.2 of Part II of this Agreement.

由客戶向東方證券（香港）及/或東方期貨（香港）支付的款項，應以相關負債的貨幣支付，或者，若東方證券（香港）及/或東方期貨（香港）同意，則以其所同意之不同貨幣（下稱「**適當貨幣**」）為之，而其轉換為不同貨幣時，應依東方證券（香港）及/或東方期貨（香港）行使其絕對酌情權決定適用之各該外幣交易市場於相關時間之匯率為準（下稱「**適用匯率**」），且此決定將不可推翻及對客戶有約束力。無論基於任何理由若東方證券（香港）及/或東方期貨（香港）收受任何非屬適當貨幣之貨幣金額，則東方證券（香港）及/或東方期貨（香港）被授權依照其常規，以適用匯率購入相當於所收到付款金額之適當貨幣，而客戶應補償東方證券（香港）及/或東方期貨（香港）其中之任何差額（包括兌換之成本）。於此等差額償還東方證券（香港）及/或東方期貨（香港）之前，此等差額應記入協議下所積欠東方證券（香港）及/或東方期貨（香港）之金額之內，並隨之承擔利息。任何經提出要求而未支付之差額，應依協議第二部份第 9.2 分條款之規定承擔違約利息。

### 31. **Personal Data Protection 保障個人資料**

- 31.1 Where the Client is an individual, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will comply with the Hong Kong Personal Data (Privacy) Ordinance, which regulates the use of Personal Data. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s policies and practices relating to the use of Personal Data are set out in Schedule 2 to this Agreement. The Client acknowledges that he fully understands and accepts the provisions set out in Schedule 2.

對於個人客戶，東方證券（香港）及/或東方期貨（香港）將遵守監管個人資料之使用的香港《個人資料（私隱）條例》。東方證券（香港）及/或東方期貨（香港）有關個人資料使用的政策和應用載於協議的附錄 2 內。客戶確認已完全明白及接受載於附錄 2 內的條款。

### 32. **Provision of Information to Client 向客戶提供資訊**

- 32.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may provide financial market data, quotes, news, research or other information, including graphic images (collectively, the “**Information**”), to Client by means of hardcopy, conversation, Electronic Media, website operated by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or otherwise (no matter in writing or verbally). The Client acknowledges that the rights in the Information

are the property of the Information Providers which are protected by applicable copyright and other intellectual property laws. The Client is allowed to use the Information on the agreement of not engaging in any actions which may infringe the rights of the Information Providers.

東方證券（香港）及/或東方期貨（香港）可透過印本、談話、電子媒介、其網站或其他方式（不論書面或口頭形式）向客戶提供金融市場的資料、報價、新聞、研究或其他資訊，包括圖形圖像（統稱「**有關資訊**」）。客戶確認有關資訊的產權屬於資訊提供者，並且受適用的版權及其他知識產權法律所保護。客戶獲允許使用有關資訊的權利基於其同意不參與任何可能侵犯資訊提供者權利之行為。

- 32.2 The Client acknowledges that none of the Information Providers makes any representation or warranty of any kind (including but not limited to warranties of merchantability or fitness for any particular use) and does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of the Information. In particular owing to market volatility and possible delay in data-transmission process, the market data containing in the Information may not be real-time market quotes for the relevant products. While Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) believes such data to be reliable, it has no independent basis to verify the accuracy or completeness of the Information provided. No recommendation or endorsement from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall be inferred from such data.

客戶確認資訊提供者不就有關資訊作出任何類別的任何聲明或保證（包括但不限於可商售性保證或適合某一特定用途保證）以及不會確保有關資訊的及時性、次序、準確性、足夠或全面性，尤其由於市場波動或傳送數據之延誤有關資訊中投資產品的市場報價未必實時。雖然東方證券（香港）及/或東方期貨（香港）相信該等數據為可靠，但東方證券（香港）及/或東方期貨（香港）未就此作出獨立核證其資料正確或完全。客戶不應認為東方證券（香港）及/或東方期貨（香港）對該筆數據作出任何推薦或贊許。

- 32.3 The Client acknowledges that the Information is provided for informational purpose only and should not be used as a basis for making business, investment or any kind of decision and the Information Providers do not accept any responsibility or liability for any loss or damage howsoever arising from any person acting or refraining from acting in reliance on the Information.

客戶確認和同意有關資訊的提供是僅為參閱之用途及，不應該用以作出商業或投資以及其他類別的決定之根據。資訊提供者不會就任何人士依賴該等有關資訊行事或不行事而引致的任何損失或損害賠償或承擔任何責任。

### 33. **Disclosure of Information 資訊披露**

- 33.1 Subject to the provisions of this Agreement, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will keep the information relating to the Accounts confidential. The Client acknowledges that there are laws, rules and regulations of the relevant markets and Exchanges which contain provisions requiring Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) upon the request of the Relevant Regulators having jurisdiction over the Transactions, to disclose details of the Transactions, the name of the Client, beneficial identity of the Transactions and such other information concerning the Client as any such Relevant Regulators may require and that the Client agrees to provide such information concerning the Client as Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may require in order for Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to comply with the requirements.

受限於協議，東方證券（香港）及/或東方期貨（香港）必須為有關賬戶內的資料保密。客戶確認根據有關市場和交易所、規則和監管之條文下，在有關監管機構的法律要求下，東方證券（香港）及/或東方期貨（香港）需透露有關賬戶中有關交易的詳情、客

戶姓名或名稱、受益人身分和客戶的其他資料，客戶同意提供該等資料予東方證券（香港）及/或東方期貨（香港）以符合有關要求。

- 33.2 Without limiting the disclosure to anything provided in clause 33.1 above, the Client hereby irrevocably authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and any members of Orient (Hong Kong), without further notice and consent from the Client, to disclose to any person information, reports, records or documents pertaining to the Account together with such other information as may be required or Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may deem appropriate and to produce computerized record or other document relating to the Client and the Account if that disclosure is required by the Relevant Regulators for the purpose of assisting them with any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if the disclosure is in the public interest or in Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s or the Client's interest or is made with the Client's expressed or implied consent.

在沒有限制披露任何於上述第 33.1 條所述之資訊的前提下，客戶茲不可撤銷地授權東方證券（香港）及/或東方期貨（香港）和東方香港之任何成員，在有關監管機構要求以協助其調查或查詢或司法管轄權之法院要求或為公眾利益或為東方證券（香港）及/或東方期貨（香港）或客戶的利益或客戶作出明示或暗示同意的情況下，有權在無須通知客戶及獲其同意的情況下，向任何人披露有關賬戶資料、報告、記錄或屬於有關賬戶的文件和其他合適資料，且東方證券（香港）及/或東方期貨（香港）可適當地製造一份有關客戶和客戶賬戶的電腦記錄或其他文件。

- 33.3 The Client further agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may, whether during the continuance or after the termination of this Agreement, without notice to the Client, disclose any information relating to the Client and the Account (s) to any members of Orient (Hong Kong), or to any assignee of any of the rights or obligations of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) under this Agreement.

客戶亦同意東方證券（香港）及/或東方期貨（香港）可於協議繼續有效時或終止後，在毋須通知客戶的情況下，披露任何有關客戶和有關賬戶的資料給予東方香港之任何成員或任何根據協議賦予東方證券（香港）及/或東方期貨（香港）的任何權利或義務的承讓人。

- 33.4 The Client shall, in accordance with the requests of the Relevant Regulators, provide the information about the Identity Details of the following persons:

客戶須應有關監管機構之要求，向其提供以下人士有關其身分細節或其他關於客戶之資料：

- (a) the Client,  
客戶；
- (b) the person or entity ultimately responsible for originating the Instructions in relation to the Transactions, or  
就有關有關交易而言，最終負責最初發出該等交易的指示的人士或實體；  
或
- (c) the person or entity to gain the commercial or economic benefit of the Transactions and/or bear its commercial or economic risk;  
將會從有關交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士或實體；



or such other information concerning the Client as any relevant regulator may require in order for Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to comply with the Applicable Laws and regulations and the Client authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to provide such information to such Relevant Regulators without further consent from or notification to the Client.

或有關客戶的其他資料以協助東方證券（香港）及/或東方期貨（香港）遵守適用法律及規則。客戶並且授權東方證券（香港）及/或東方期貨（香港）將上述資料向有關監管機構透露，而無須徵詢客戶的同意或通知客戶。

- 33.5 Without prejudice to clause 33.4 above, if the Client effects Transactions for the account of its Clients, whether on a discretionary or non-discretionary basis, and whether as an agent or by entering into matching Transactions as principal with any customers of the Client, the Client agrees that, in relation to a Transaction where Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has received an enquiry from the Relevant Regulators, the following provisions shall apply:

在不損害上述第 33.4 條條款下，倘若客戶執行其客戶之有關交易，不論是全權委託或不是全權委託，不論作為代理人或以主事人身分去進行有關交易，客戶同意在涉及東方證券（香港）及/或東方期貨（香港）的有關交易被任何有關監管機構諮詢時，下述條款將適用：

- (a) Subject to as provided below, the Client shall, immediately upon request by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), inform the Relevant Regulators of the Identity Details of the customer for whose account the Transaction was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transaction. The Client shall also inform the Relevant Regulators of the Identity Details of any third party (if different from the customer/the ultimate beneficiary) originating the Transaction.

根據以下條款，在東方證券（香港）及/或東方期貨（香港）要求下，（其要求必須包括有關監管機構的聯絡細節）客戶必須立即通知有關監管機構客戶或（客戶所知悉的）賬戶最終受益人的身分細節，客戶必須通知有關監管機構有關任何最初發出有關交易指示的第三者（若果與客戶/最終受益人不同）的身分細節。

- (b) If the Client effects the Transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall:  
如客戶進行的有關交易屬於集體投資計劃、全權委託賬戶或全權委託信託，客戶必須：

- (iii) immediately upon request by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of the Identity Details of the person (s) who, on behalf of the scheme, account or trust, has instructed the Client to effect the Transaction; or

立即按東方證券（香港）及/或東方期貨（香港）要求（其要求必須包括有關監管機構的有關聯絡細節），將代表有關該計劃、賬戶或信託的執行人向客戶發出指示進行有關交易的的身分細節通知有關監管機構；或

- (iv) as soon as practicable, inform Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) when its discretion to invest on behalf of the scheme, account or trust has been overridden, and the Client shall

immediately upon request by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) (which request shall include the relevant contact details of the Relevant Regulators) of the Identity Details of the person who has given the instruction.

盡快通知東方證券（香港）及/或東方期貨（香港）當其為該計劃、賬戶或信託投資的酌情權已被否決。如客戶的投資酌情權被否決，客戶必須按東方證券（香港）及/或東方期貨（香港）要求（其要求必須包括有關監管機構的聯絡細節）通知有關監管機構該提供指示的執行人的身分細節。

- (c) If the Client is aware that its customer is acting as an intermediary for its underlying customers, and the Client does not know the Identity Details of any underlying customer for whom the Transaction is effected, the Client confirms that:

如客戶注意到其相關客人亦為某些指定客人的中介人，而客戶不知道該有關客人（代其進行有關交易）的身分細節時，客戶須確定：

- (i) the Client has legally binding arrangements in place with its customers which entitle the Client to obtain the information set out in clauses 33.5 (a) and (b) above from its customers immediately upon request or procure that it be so obtained; and

客戶與其相關客人達成有法律約束力的安排，容許客戶透過要求或促使其相關客人提供，以獲得根據上述第 33.5(a) 及 (b) 條所概述的資料；及

- (ii) the Client will, upon request from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in relation to a Transaction, promptly request the information set out in clauses 33.5 (a) and (b) above from its customers on whose instructions the transaction is effected, and provide the information to the Relevant Regulators as soon as it is received from its customers or procure that it be so provided.

客戶必須在東方證券（香港）及/或東方期貨（香港）要求就有關交易，立即要求其相關客人提供根據上述第 33.5(a) 及 (b) 條概述的資料。從其相關客人收到或促使其提供這些資料後，客戶應盡速將資料提供給有關監管機構。

- 33.6 The Client hereby agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be in any way liable for any consequences arising out of any disclosure made under this clause 33.

客戶特此同意東方證券（香港）及/或東方期貨（香港）毋須就其根據本第 33 條披露所引發的後果負上任何責任。

- 33.7 The Client understands that the Client has supplied or may from time to time supply to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or Orient (Hong Kong) the Personal Data, in connection with the opening or maintenance of any Account (s) or the provision of Services to the Client by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or any members of Orient (Hong Kong). The Client acknowledges that the Client is not required to provide any Personal Data to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and any members of Orient (Hong Kong) unless the Client chooses to do so. However, if the Client fails to supply any such Personal Data, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may not be able to open or maintain an Account (s) for the Client and/or provide the Client with any Services.

客戶理解，客戶就開設或維持任何有關賬戶或就東方證券（香港）及/或東方期貨（香

港)或任何東方香港成員向客戶提供有關服務,已向東方證券(香港)及/或東方期貨(香港)或其他東方證券(香港)及/或東方期貨(香港)集團成員提供或可能不時提供個人資料。客戶承認,除非客戶選擇提供個人資料予東方證券(香港)及/或東方期貨(香港)或任何東方香港成員,否則客戶無須提供。但是,如果客戶不提供任何個人資料,東方證券(香港)及/或東方期貨(香港)可能無法為客戶開設或維持有關賬戶及/或向客戶提供任何有關服務。

- 33.8 The terms contained in this clause 33 shall continue in effect notwithstanding the termination of this Agreement.

即使協議終止,本第33條的條文繼續有效。

- 33.9 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from its trustees, collective investment schemes, discretionary accounts or discretionary trust for whose account Transactions may be effected to release information to the Relevant Regulators of the identity and contact details of such trustees, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transactions, and (if different from the customer/ultimate beneficiary) of the person (s) who originated the Transactions.

客戶確認(如有需要)其已取得了其委託人、集體投資計劃、全權委託賬戶或全權委託信託(代客戶進行有關交易),就向有關監管機構披露前述委託人、集體投資計劃、全權委託賬戶或全權委託信託以及有關交易權益最終的實益擁有人和促成有關交易的任何人士(如不是客戶/最終的實益擁有人)之身分和聯絡詳情所發出的所有必要同意書或豁免書。

- 33.10 In the event that the Tax Authorities or relevant authority of the US requests for the Client's information and/or data (whether transactional, financial or otherwise), the Client authorizes Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to disclose such information and/or data to the Tax Authorities or relevant authority without prior notice to the Client.

如果美國的稅務部門或相關當局要求提供客戶的資料及/或資訊(無論是交易、財務或其他方面的資料或資訊),客戶授權東方證券(香港)及/或東方期貨(香港)將此等資料及/或資訊透露予該等稅務部門或相關當局,而毋須事先通知客戶。

#### **34. Force Majeure 不可抗力**

- 34.1 While Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) agrees to use its best endeavour to honour its obligations in a timely manner, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will not be liable for any failure or delay in the performance of this Agreement which is caused by circumstances beyond its reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be held liable for any loss the Client may incur as a result thereof. 東方證券(香港)及/或東方期貨(香港)同意竭盡所能地以及時的方式履行東方證券(香港)及/或東方期貨(香港)的義務,但倘若東方證券(香港)及/或東方期貨(香港)由於超越其合理控制範疇的原因,包括但不限於通訊、系統或電腦故障、市場失效、暫停、故障或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而不能或需延遲履行協議下的責任,則東方證券(香港)及/或東方期貨(香港)不須對此承擔責任。東方證券(香港)及/或東方期貨(香港)亦毋須對客戶因上述原因而遭受的損失或損害負責。

## **35. Waiver 寬免**

- 35.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power or privilege binding and privilege provided by law or other documents held by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).

東方證券（香港）及/或東方期貨（香港）不行使或執行或行使遲延或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予東方證券（香港）及/或東方期貨（香港）的權利、補救方法、權力和特權是累加的，將不會取代法律或東方證券（香港）及/或東方期貨（香港）持有的其他文件所賦予東方證券（香港）及/或東方期貨（香港）的權利、補救方法、權力或特權。

## **36. Ongoing Monitoring Obligations 持續監管責任**

- 36.1 In the event that the Client failed to submit information and/or documents as may be required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in its absolute discretion from time to time, or such information and/or documents are, in the reasonable opinion of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), incomplete or cannot fully reflect the circumstances and status of the Client or assist Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in conducting ongoing Client due diligence and discharging its suitability obligations, until the provision of outstanding information and/or documents has been provided by the Client to the satisfaction of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is entitled to refuse to execute an Instruction from the Client and/or suspend any Transaction provided that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) has given the Client 30 days' written notice. Further, the sum of money and/or Securities deposited into the Account shall not be withdrawn, transferred or otherwise disposed of except with Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s consent.

倘客戶未能提供東方證券（香港）及/或東方期貨（香港）不時按其絕對酌情權要求的資料及/或文件或東方證券（香港）及/或東方期貨（香港）合理地認為由客戶所提交之該等要求的資料及/或文件為不完整或未能充份地反映客戶的狀況及地位或協助東方證券（香港）及/或東方期貨（香港）進行持續客戶盡職審查及履行其為客戶提供合理適當建議的責任，東方證券（香港）及/或東方期貨（香港）有權在給予客戶書面通知的 30 日後，拒絕執行客戶的有關交易指示及/或暫停交易，直至東方證券（香港）及/或東方期貨（香港）信納客戶已提供要求的資料及/或文件以使東方證券（香港）及/或東方期貨（香港）滿意為止。此外，除得東方證券（香港）及/或東方期貨（香港）同意外，存放於有關賬戶內的款項及/或證券將不得提取、撥轉或作其他形式的處理。

- 36.2 The Client agrees that all loss and damage incurred as a result of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s refusal to execute the Instruction and/or suspension of the Transactions pursuant to clause 36.1 above shall be borne by the Client.

客戶同意東方證券（香港）及/或東方期貨（香港）根據上述第 36.1 條拒絕執行指示及/或暫停交易而招致的一切損失或損害，應由客戶自行承擔。

- 36.3 The Client shall indemnify and keep Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) indemnified on a full indemnity basis from and against all loss and damage incurred as a result of the Client's failure to provide adequate and timely information to assist Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to conduct ongoing Client due diligence and discharge its suitability obligation.

客戶須以全額賠償基準彌償東方證券（香港）及/或東方期貨（香港）因客戶未能提供充足和及時的資料以協助東方證券（香港）及/或東方期貨（香港）進行持續客戶盡職審查及履行其為客戶提供合理適當建議的責任而招致的一切損失或損害。

### **37. Successors 繼任人**

- 37.1 This Agreement shall be binding on and ensure to the benefit of the successors, permitted assigns and personal representatives (where applicable) of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) and the Client.

東方證券（香港）及/或東方期貨（香港）及客戶的繼任人、獲許可受讓人及遺產代理人（如適用）的利益均受客戶協議約束。

- 37.2 On the death of a sole Client, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may, upon its receipt of notice from the Client's representative, at its discretion close the Account or suspend its operation. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall not be obliged to act on communications from a personal representative of the Client until it has received evidence reasonably satisfactory to it of the death of the Client and of the official appointment of the personal representative.

如果一名單獨客戶去世，東方證券（香港）及/或東方期貨（香港）在收到該客戶代表的通知後，可酌情決定關閉有關帳戶或暫停該帳戶的操作。東方證券（香港）及/或東方期貨（香港）於收到令其合理信納該客戶去世的證據，以及證明該客戶的遺產代理人經正式委任之前，東方證券（香港）及/或東方期貨（香港）概無責任按照該客戶遺產代理人的通訊辦事。

### **38. Confidentiality 保密**

- 38.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) will keep information relating to the Account as confidential, provided that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may provide, without any consent from or notification to the Client, such information to the Exchange and the SFC or any other regulatory authorities (including overseas regulatory authorities) to comply with their requirements or requests for information. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may also provide, without any consent from or notification to the Client, such information to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s Associates.

東方證券（香港）及/或東方期貨（香港）將為有關帳戶有關的資料保密，但為遵照交易所和證監會或任何其他監管機構（包括海外監管機構）的規定或要求資料時，東方證券（香港）及/或東方期貨（香港）可以在無需徵求客戶同意或無需通知客戶的情況下，將該等資料提供予該等機構。東方證券（香港）及/或東方期貨（香港）亦可在無需徵求客戶同意或無需通知客戶的情況下，將該等資料提供予東方證券（香港）及/或東方期貨（香港）的聯營公司。

### **39. Assignment 轉讓**

- 39.1 The Client shall not assign any rights or obligations under this Agreement without prior written

consent of the Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).

在未有獲得東方證券（香港）及/或東方期貨（香港）書面同意下，客戶不可轉讓協議項下的任何權利或義務。

- 39.2 Subject to the provisions of the SFO and any Applicable Law, the Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may assign any rights or obligations under this Agreement to another person after written notice have been provided to the Client.

在遵守證券及期貨條例及任何適用法律的前提下，東方證券（香港）及/或東方期貨（香港）可在書面通知客戶後轉讓協議項下的的任何權利或義務予其他人。

- 39.3 All the provisions under this Agreement shall survive any changes or successions in Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s business and shall be binding, where the Client is a corporation upon its successors, where the Client is a partnership upon the partners and their personal representatives, and where the Client is an individual upon his personal representatives.

協議項下的全部條文應在東方證券（香港）及/或東方期貨（香港）的業務變更或繼承後仍然有效；如果客戶是一家公司，該等條文應對其繼任人有約束力；如果客戶是合夥企業，則該等條文對合夥人及他們的遺產代理人有約束力；如果客戶是任何個人，則該等條文對其遺產代理人有約束力。

#### **40. Exclusion of Liability 免責**

- 40.1 To the extent permitted by the Applicable Laws and Rules in clause 1 of Part II of this Agreement, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) accepts no liability for any loss or damages the Client sustains or suffers directly or indirectly arising out of any default, negligence, act or omission of any Business Agent, counter-party, custodian, sub-custodian, professional advisors, brokers, dealers, agents or of any party contracted or retained for the purposes hereunder. Further, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) gives no warranty as to the solvency of any Business Agent, counter-party, custodian, sub-custodian, professional advisors, brokers, dealers or agents.

於協議第二部份的第 1 條條款有關適用法律及規則容許的範圍內，對於任何業務代理、交易對手、託管人、附屬託管人、專業顧問、經紀、交易商、代理人或任何締約方或根據協議聘用的任何人士的錯失、疏忽、作為或不作為而直接或間接導致客戶的損失或損害，東方證券（香港）及/或東方期貨（香港）毋須承擔任何責任。此外，東方證券（香港）及/或東方期貨（香港）對任何業務代理、交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人償債能力不給予任何保證。

#### **41. Amendments 修訂**

- 41.1 To the extent permitted by law, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying the Client in accordance with clause 29 of Part II of this Agreement, or by any other means, including but not limited to uploading such changes to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s website or any such other means to be unilaterally determined by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in its absolute discretion. If the Client does not accept the same, the Client may terminate this Agreement by notifying Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) in writing within seven (7) Business Days from the Client's receipt or deemed receipt of the notice in accordance with clause 29 of Part II of this Agreement. If the Client does not terminate this Agreement within such time or if the Client continues to operate the Account after receipt or deemed receipt of notice of the amendment or supplement, the Client shall be deemed to have accepted such amendment or supplement and shall continue to be bound by this Agreement as so amended or

supplemented.

在法律允許的範圍內，東方證券（香港）及/或東方期貨（香港）可透過按協議第二部份第 29 條規定通知客戶而不時修訂或補充（不論是通過在協議加上附件或以其他方式進行）協議的任何條款及細則，或以其他方式，包括但不限於上載該等變更至東方證券（香港）及/或東方期貨（香港）的網站，或由東方證券（香港）及/或東方期貨（香港）按其絕對酌情權單方面決定之其他方式。如果客戶不接受該等修訂或補充，客戶可在按協議第二部份第 29 條收到或被視為收到通知後七 (7) 個營業日內書面通知東方證券（香港）及/或東方期貨（香港），從而終止協議。如果在該時限內客戶沒有終止協議，或如果客戶在收到或被視為收到該修訂或補充的通知後繼續操作有關賬戶，客戶應被視作已接受經修訂或補充後的協議所約束。

- 41.2 Subject to clause 41.1 above, no provision of this Agreement may be amended or supplemented unless agreed into writing signed by the authorized representative(s) of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong).  
除上述第 41.1 條所述外，協議的任何條文不得予以修訂或補充，除非獲得東方證券（香港）及/或東方期貨（香港）的授權代表簽署的書面同意書。

#### **42. Telephone Recording 電話錄音**

- 42.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may record all telephone conversation with the Client or the agent in order to verify the Communication of the Client. The Client agrees that the contents of any such recording shall be used as evidence of Communications given by the Client (or the Authorized Person or the Agent) in case of dispute. 東方證券（香港）及/或東方期貨（香港）可以將所有與客戶或代理人之電話會談用錄音方式錄下，以核實客戶之溝通。客戶同意於爭議時接納任何錄音內容為客戶(或獲授權人或代理人)所作出溝通之最終確證。

#### **43. Handling of Complaints 投訴處理**

- 43.1 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) shall ensure that:-  
東方證券（香港）及/或東方期貨（香港）應確保:-
- (a) complaints from the Client in relation to its business are handled in a timely and appropriate manner;  
客戶就其業務作出的投訴，可及時地及妥善地處理;
  - (b) Steps are taken to investigate and respond promptly to the complaints from the Client;  
and  
盡快地採取步驟對有關投訴作出調查及回應；及
  - (c) where a complaint is not remedied promptly, the Client shall be advised of further steps which may be available to the Client under the regulatory system including the right to refer a dispute to the Financial Dispute Resolution Centre.  
如有關投訴未有即時予以處理，則應知會客戶在監管制度下可採取哪些其他步驟，包括將糾紛轉介到金融糾紛調解中心有限公司的權利。

#### **44. Miscellaneous Provisions 一般條款**

- 44.1 This Agreement set forth the entire agreement and understanding between the parties hereto as to the matters set out herein and the opening, maintenance and operations of the Account (s), and supersedes all previous representations, agreements, understandings, whether oral or

written or otherwise, between them.

就協議所提及的事項，以及有關賬戶的開立、維持及運作的事宜，協議構成協議雙方之間的完整協議及理解，並且取代協議雙方任何較早前表達或達成的聲明、協議或理解（不論是以口述、書面或其他形式表達）。

- 44.2 The Client hereby declares that he has read this Agreement in the language of the Client's choice of English or Chinese and that the Client understands and agrees to be bound by the terms of this Agreement.

客戶特此宣布其已經閱讀依其選擇語言文本（英文或中文版本）的協議，理解協議的條款及同意受該等條款約束。

- 44.3 This Agreement may be translated into Chinese language for reference purpose but in the event of any conflict arising the English version shall prevail.

協議可被翻譯為中文文本供參考之用，但如果發生任何抵觸，應以英文文本為準。

- 44.4 Time shall in all respects be of the essence in the performance of all the Client's obligations under or in connection with this Agreement, in particular for the Client's obligation in providing adequate collateral to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) within the prescribed time limit.

在履行客戶在協議項下或與協議有關的義務時，時間在一切方面是關鍵要素，尤其在指定時限內，客戶應向東方證券（香港）及/或東方期貨（香港）提供足夠的抵押品。

- 44.5 Except where Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is given express written Instructions to the contrary, in accordance with the terms of this Agreement, it may make payment of any amounts owing to the Client by crediting the same to the Account, details of which are specified in this Agreement. Payment to such Account shall constitute payments to the Client for all purposes.

除東方證券（香港）及/或東方期貨（香港）獲得相反的明示書面指示外，按協議的規定，東方證券（香港）及/或東方期貨（香港）可將欠客戶的任何款項貸記入有關賬戶而支付該等任何款項，詳情在協議中規定。就一切目的而言，向該有關賬戶付款等同向客戶付款。

- 44.6 All sums payable by the Client in connection with this Agreement shall be exclusive of all Taxes or other charge of similar nature. If any Taxes or other charge of similar nature is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the making of any withholding, Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) receives on the due date a net sum equal to what it would have received and retained had no deduction been made.

客戶就協議應付的一切款項應不包括一切稅收或其他性質類似的收費。如果法律規定須從該等款項預扣任何稅收或其他性質類似的收費，客戶應付的金額在必要的範圍內應予增加，以確保在作出任何預扣後東方證券（香港）及/或東方期貨（香港）於到期日收到相等於如無作出任何扣除其本應會收到和保留的淨額。

- 44.7 Any provision in this Agreement which is invalid for any reason in any jurisdiction shall be ineffective to the extent of such invalidity and shall be severed from this Agreement in that jurisdiction without affecting the validity of the remaining provisions of this Agreement in that jurisdiction or affecting validity of such provision in any other jurisdiction.

任何協議條文在任何司法管轄範圍由於任何原因被視為無效，只會在該項無效之限下，在該司法管轄範圍內失去效力。該條文將會在該司法管轄範圍從協議分割出來，因而不會影響協議的其他條文在該司法管轄範圍的效力，亦不會影響該條文在其他司法管



轄範圍的效力。

- 44.8 The Client hereby irrevocably appoints Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) with the full power and authority as the Client's Authorized Person, to the fullest extent permitted by law, to act for and on behalf of the Client for the purpose of carrying out the provisions of this Agreement and taking any action and executing any document or instrument in the name of the Client or Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may deem necessary or desirable to accomplish the purposes of this Agreement, including (without limitation), in particular for an Account being a Margin Account:

客戶特此不可撤銷地委任東方證券（香港）及/或東方期貨（香港）並賦予其全面的權力及權限，作為客戶的獲授權人（在法律許可的全面範圍內）為客戶及代表客戶執行協議的條款，並於東方證券（香港）及/或東方期貨（香港）認為在履行協議的目的有所需要或合宜之時，以客戶或東方證券（香港）及/或東方期貨（香港）本身的名義簽立任何文件或文書。尤其當有關賬戶為保證金賬戶時，授權範圍包括（但不限於）：

- (a) to execute any transfer or assurance in respect of any of the collateral;  
就任何抵押品簽立轉讓契或擔保；
- (b) to perfect Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s title to any of the collateral;  
就任何抵押品完善東方證券（香港）及/或東方期貨（香港）對其享有的所有權；
- (c) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the collateral;  
就任何抵押品之下或所產生的到期或變成到期的欠款或款項申索作出查詢、規定、要求、接收、綜合及作出充分的責任解除；
- (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the collateral; and  
就任何抵押品發出有效的收取及解除及認可任何支票或其他文件或匯票；及
- (e) generally to file any claims or take any lawful action or institute any proceedings which Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) considers to be necessary or advisable to protect the security created under this Agreement.  
就為著東方證券（香港）及/或東方期貨（香港）考慮到有需要及應當保障根據協議的條款所產生的抵押權益起見，一般而言作出申索或採取任何合法的行動或開始任何法律程序。

#### 45. **Governing Law and Jurisdiction 管轄法律及司法管轄權**

- 45.1 This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong. The Client and Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) hereby irrevocably submit to exclusive jurisdiction of the courts of Hong Kong as regards any claim, matter or proceedings arising under this Agreement. The Client agrees that the rulings, orders, decisions and/or judgments of the courts of Hong Kong are final and conclusive.

協議及在協議下的一切權利、義務及責任，均受香港法律管轄及根據香港法律解釋。客戶及東方證券（香港）及/或東方期貨（香港）謹此不可撤銷地同意提交給香港法院對於協議下產生的任何申索、事宜或法律程序的專屬管轄權。客戶同意，香港法院的裁定、命令、決定及／或裁決是最終及不可推翻的。

- 45.2 The Client agrees that Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is entitled to enforce and execute the judgment of the courts of Hong Kong in any jurisdiction as it thinks fit. The Client hereby further agrees not to oppose in any legal proceedings arising under this Agreement (including the legal proceedings in other jurisdictions for the enforcement of judgment) and not to appeal the judgment of the courts of Hong Kong or other jurisdiction. 客戶同意，東方證券（香港）及/或東方期貨（香港）有權在其認為合適的任何司法管轄區強制執行及執行香港法院的裁決。客戶謹此進一步同意，不會在協議下產生的任何法律程序中（包括為在其他司法管轄區強制執行裁決而進行的法律程序）提出反對，亦不就香港或其他司法管轄區法院的裁決提出上訴。

- 45.3 The Client agrees that any writ, summons, order, judgment or other document shall be and be deemed duly and sufficiently served on the Client if addressed to the Client and left at or sent by post to the Client's registered office or the address of the Client set out in the Account Opening Form or last known to Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). The foregoing shall not limit the right of Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to serve process on the Client in any manner permitted by laws of the relevant jurisdiction.

客戶同意任何令狀、傳票、命令、判決或其他文件若致送客戶及郵寄致客戶於開戶表格內所述或按東方證券（香港）及/或東方期貨（香港）最近所知之註冊辦事處或通訊地址，將視作妥為送達。上述方式將不限制東方證券（香港）及/或東方期貨（香港）根據相關司法管轄區法律所允許的任何方法而進行送達程序的權利。

#### **46. Process Agent 送達代收人**

- 46.1 The service of any process connected with proceedings in the Hong Kong courts and relating to this Agreement will be deemed to have been validly served on the Client if it is received by the process agent in Hong Kong whose name and present address are set out in the prescribed form and service will be deemed to have been acknowledged by the Client if it is acknowledged by the process agent.

有關香港法庭司法程序及有關協議之任何文件之送達，如其已由姓名及地址載列於規定表格及由客戶委任之香港送達代收人所收受，應被視為已合法送達於客戶，且如其已由送達代收人所知悉則應被視為已為客戶所知悉。

#### **47. Restricted Service Under Severe Weath 惡劣天氣下的有限度服務**

- 47.1 In compliance with the arrangements for maintaining normal operations of the Hong Kong securities and derivatives markets during severe weather conditions (“Severe Weather Trading” or “SWT”) as announced by the HKEX, the terms and conditions of this Agreement are subject to and shall be deemed as overruled or modified by the SWT arrangement implemented by HKEX from time to time including those set out in Appendix II of the Consultation Conclusions on Severe Weather Trading of Hong Kong Securities and Derivatives Markets (“SWT Arrangement”). Details of the SWT Arrangement are available at the website of HKEX. Nevertheless, services relevant to the severe weather trading and operational arrangements (such as trading, clearing and settlement services, operations, etc. (“SWT Service”)) in relation to Hong Kong's securities and derivatives markets mentioned in this Agreement may be deferred or restricted when Typhoon Signal No. 8 or above, or Black Rainstorm Warning is

issued by the Hong Kong Observatory, or extreme condition is announced by the Hong Kong Government (“SW Conditions”). Orient (Hong Kong) will adopt, so far as reasonably practicable, remote operations to perform limited securities trading services under severe weather (unavailable services scope and/or services channels will be based on any latest announcement by Orient (Hong Kong) on its official website) and take all reasonable steps to execute client orders promptly and on the best available terms.

為遵從港交所公佈的在惡劣天氣下維持香港證券及衍生品市場正常運作的安排（「惡劣天氣交易」），本協議的條款及條件受包括香港交易所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載的安排（「惡劣天氣交易安排」）的港交所不時實施的惡劣天氣交易安排的約束，並被視為被有關安排推翻或修改。惡劣天氣交易安排的詳情請參閱港交所網站。盡管如此，本協議所提及的與香港證券及衍生產品市場有關的惡劣天氣交易及運作安排（例如交易、結算及交收服務、運作等（「惡劣天氣交易服務」））的相關服務，在香港天文台發出八號或以上上颶風信號或黑色暴雨警告，或香港政府公布極端情況（「惡劣天氣情況」）或會被延誤或受限制，東方（香港）將只在切實可行的範圍內採用遙距運作模式提供有限度的證券交易服務（未能提供的服務範圍及/或服務渠道將以東方（香港）在官方網站最新公布為準），並採取一切合理步驟按所能取得的最佳條件執行客戶交易指示。

- 47.2 To the extent of conflict or inconsistency between the provisions of this Agreement and the SWT Arrangement, the trading, clearing and settlement services, operations, etc. of Orient (Hong Kong) in relation to the SWT Services under this Agreement during the SW conditions shall be subject to and deemed as modified to the intent of compliance with the SWT Arrangement.

若本協議的條款與惡劣天氣交易安排有衝突或不一致，在惡劣天氣情況下，東方（香港）與本協議下的惡劣天氣交易服務相關的交易、清算和結算服務、運營等將受惡劣天氣交易安排約束，並被視為旨在符合及遵守惡劣天氣交易安排而受其變更。

- 47.3 Notwithstanding the SWT Arrangement mentioned in paragraph 47.1 and 47.2 above, if there is any other condition or circumstances beyond Orient’s reasonable control (e.g, equipment malfunctioning, power outages, suspension of electronic money transfer channels, interruption of communication network) during SW Conditions resulting in any suspension or delay of service concerning Client’s instructions, Orient (Hong Kong) shall have the right to cancel and reject Client’s instructions without any liability. In addition, the Client should transfer funds electronically during SW Conditions to meet his trading needs and settlement or margin obligations in a timely manner. In anticipation of SW Conditions (in particular Hong Kong Observatory or Hong Kong Government announced in advance), Client should also deposit additional funding in advance to prevent missing any Margin Call (as defined in PART VII) and notice of sale of collateral due to interruption of communication network.

儘管有上文第 47.1 及 47.2 段所述的惡劣天氣交易安排，若在惡劣天氣情況期間出現東方無法合理控制的任何其他條件或情況（例如設備故障、停電、電子轉賬渠道暫停、通訊網絡中斷等），導致有關客戶指示的服務暫停或延遲，東方（香港）可取消及拒絕客戶的指示而無需承擔任何責任。此外，客戶應在惡劣天氣情況期間以電子資金轉帳以便及時滿足其交易需求及履行其結算或保證金義務。在預期出現惡劣天氣情況時（尤其香港天文台或香港政府已提前宣布），客戶應提早存入額外資金，以避免因通訊網絡中斷而錯過任何追加保證金通知（定義見第七部分）及出售抵押品通知。

## PART III - TERMS AND CONDITIONS FOR SECURITIES CASH TRADING

### 第三部份 – 證券現金交易的條款及細則

The provisions in these Terms shall apply to the Cash Account only, and are in addition to other provisions of this Agreement.

本條款之條文僅適用於現金賬戶，及補充於本協議的其他條文。

The Cash Account established with Orient Securities (Hong Kong) is subject to this Agreement and these Terms.

於東方證券(香港)開立的現金賬戶須受本協議及本條款所規管。

These Terms should be read in conjunction with Part II of this Agreement- General Terms and Conditions. In the event of any difference between those provisions and these Terms, the provisions herein shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I shall, where applicable, have the same meanings when used herein.

在本條款中，除詞彙另有定義或文意另有所指外，第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

**“Local Securities”**

「本地證券」

means the securities which are listed or traded on a recognized market as defined under the SFO (including the market operated by the SEHK) or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by Orient Securities (Hong Kong).

指由東方證券(香港)於香港收取或持有的於證券及期貨條例項下定義之有關認可市場（包括聯交所營運的市場）上市或交易的證券，或認可集體投資計劃（如證券及期貨條例所定義）的權益。

**“Overseas Securities”**

「海外證券」

means any securities of the Client other than Local Securities.

除本地證券以外之客戶證券。

**“Short Sell Order”**

「賣空指令」

means Orient Securities (Hong Kong) placing a sale order on the Client's behalf when the order relates to the Securities which the Client does not own.

東方證券(香港)以客戶名義發出的賣空指令出售客戶並不擁有的證券。

**“these Terms”**

「本條款」

means all the terms and conditions in this Part III headed “Terms and Conditions for Securities and Cash Trading” as from time to time amended and supplemented.

指本第三部份題為「證券現金交易賬戶的條款及細則」

中的所有條款及細則（以不時經修訂及補充的版本為準）。

## 2. **Securities in the Account 有關賬戶中的證券**

- 2.1 The Securities of the Client in the Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the Local Securities shall be:-

客戶於有關賬戶中的證券須根據證券及期貨條例之條文獲對待及處理。特別是，本地證券應：-

- (a) deposited in safe custody in a segregated account which is designated as a trust account or client account opened and maintained by Orient Securities (Hong Kong) in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities and is not subject to a licensing condition which shall not hold client assets, or  
被存放於東方證券(香港)在認可財務機構、獲證監會核准的保管人；或另一獲發牌進行證券交易且沒有受限於不可持有客戶資產的發牌條件限制之中介人在香港開立及維持，並指定為信託賬戶或客戶賬戶的獨立賬戶作為保管；或
- (b) registered in the name of the Client.  
以客戶的名稱登記。

- 2.2 In respect of the Overseas Securities held for safekeeping by any other party engaged by Orient Securities (Hong Kong) on the Client's behalf, the Client hereby authorizes Orient Securities (Hong Kong) to instruct the relevant party on behalf of the Client to deposit such Overseas Securities in the safe custody of that party or its custodian or with any other institution in the relevant jurisdiction where the relevant Transaction was effected which provides facilities for the safe custody of documents.

就東方證券(香港)代客戶委任的任何其他人士持有的海外證券作保管用途而言，客戶謹此授權東方證券(香港)代客戶指示有關人士，將該等海外證券存放於該方或其於託管商，或在進行有關交易之相關司法管轄區內提供保管文件設備的任何其他機構。

- 2.3 Any Securities held by Orient Securities (Hong Kong) on behalf of the Client in the manner mentioned in clauses 2.1 and 2.2 hereof or otherwise shall be at the sole risk of the Client and Orient Securities (Hong Kong) has no obligation to insure the Client against any kind of risk. Orient Securities (Hong Kong) shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such engagement or custody under the aforesaid clauses, including without limitation any losses arising from fraud or negligence of the party so engaged.

客戶須獨自承擔東方證券(香港)以本條款第 2.1 條款及第 2.2 條款所述或其他方式代客戶持有的任何證券所引致的風險，東方證券(香港)概無責任替客戶就各類風險作出保證。東方證券(香港)亦毋須承擔本條款第 2.1 條款及第 2.2 條款中涉及的有關委任或保管所引致之損失、成本、損害、利息及費用，包括但不限於因被委任一方欺騙或其疏忽所引致的任何損失。

- 2.4 For any Securities of the Client deposited with Orient Securities (Hong Kong) not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such Securities which are received by Orient Securities (Hong Kong) shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by Orient Securities (Hong Kong). For any Securities forming part of a larger holding of identical Securities which are held by Orient Securities (Hong Kong) for

the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by Orient Securities (Hong Kong). Orient Securities (Hong Kong) shall not be responsible for any failure in making such distribution of any party which holds Securities of the Client for safekeeping. Orient Securities (Hong Kong) may also exercise voting right on behalf of the Client with respect to such Securities upon prior specific instruction received by Orient Securities (Hong Kong) from the Client.

任何不以客戶的名義登記存放於東方證券(香港)的證券，則任何由東方證券(香港)收取的該等證券之任何股息、分派或利益將會於扣除東方證券(香港)收取的合理行政費後記入有關賬戶（或約定付款給客戶）。倘任何該等證券屬由東方證券(香港)代客戶及其他客戶持有較大數量的同一證券之一部份，於扣除東方證券(香港)收取的合理行政費後，客戶有權按其所佔的比例獲得該等證券的利益。倘持有客戶的證券以提供保管服務的其他人士未能作出有關的分配，東方證券(香港)毋須為此而負上任何責任。東方證券(香港)亦可依照客戶的事先具體指示就該等證券代客戶行使表決權。

- 2.5 Securities purchased for the Client will be delivered to the Client (or as the Client may direct) PROVIDED THAT such Securities are fully paid and are not subject to any lien, and/or are not held as collateral by Orient Securities (Hong Kong) or any member of Orient (Hong Kong). 為客戶購買的證券將會交付給客戶（或如客戶所指示），前提是該等證券須已全數付清代價，及該等證券並沒有受到任何留置權約束，及/或並非由東方證券(香港)或東方(香港)成員持有作為抵押品。
- 2.6 Orient Securities (Hong Kong) is not obliged to return the Securities originally delivered or deposited by the Client but may return Securities of the same class, denominations, nominal amount and ranking to the Client. 東方證券(香港)毋須向客戶交還客戶原先所交付或存放的證券，而可向客戶交還同一類別、面值、名義數額及等級的證券。
- 2.7 Without prejudice to any other rights and remedies available to Orient Securities (Hong Kong), Orient Securities (Hong Kong) is authorized to dispose of any of the Securities from time to time received from or held on behalf of the Client in settlement of any liability owed by the Client or on the Client's behalf to Orient Securities (Hong Kong) or a third person. 在不損害東方證券(香港)擁有的任何其他權利及補救之前提下，東方證券(香港)獲授權處置不時從客戶處收取或代客戶持有的證券，用以解除由客戶或代客戶解除對東方證券(香港)或第三者所負的任何交收責任。
- 2.8 Except as provided in clause 2.7 hereof or clauses 8.2, 18.2 and 22 of Part II of this Agreement or permitted under the SFO, Orient Securities (Hong Kong) shall not without the Client's oral or written direction or standing authority deposit, transfer, lend, pledge, re-pledge or otherwise deal with any securities of the Client. 除本條款第2.7條款及協議第二部份第8.2、18.2及22條內所說明或證券及期貨條例所容許，東方證券(香港)在未有獲得客戶作出之口頭或書面指示或常設授權前不得將客戶的任何證券存放、移轉、借出、質押、再質押或為任何其他目的以其他方式處理任何客戶的證券。
- 2.9 Subject to the provisions of the SFO, the Client agrees that Orient Securities (Hong Kong) is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client with any third party for any purpose by Orient Securities (Hong Kong). 證券及期貨條例容許的情況下，客戶同意東方證券(香港)有權為其本身的益處保留及毋須向客戶交代源自任何東方證券(香港)向第三者為任何目的借出或存放客戶的證券所獲取的任何收費、收入、回佣或其他利益。

### 3. Short Selling 賣空

- 3.1 The Client acknowledges that Orient Securities (Hong Kong) will not accept any instruction to sell short on behalf of the Client unless it is a “covered” short sell. Orient Securities (Hong Kong) shall not be responsible to the Client for verifying whether an instruction is to sell short. The Client undertakes that he will not give any instruction of short selling unless it is “covered”, that he will notify Orient Securities (Hong Kong) when a selling order is related to the uncovered short selling of Securities, such notice shall be given simultaneously with the selling order.

客戶確認，東方證券(香港)不會代客戶接納賣空指示（屬「有擔保」的賣空指示除外）。東方證券(香港)毋須向客戶就核實該指示是否賣空而負責。客戶承諾，其將不會發出任何賣空的指示（屬「有擔保」的賣空指示除外），並倘於任何賣出指令是無擔保賣空證券時通知東方證券(香港)，而該通知須與賣出指令的指示同時作出。

- 3.2 In connection with any instruction that amounts to Short Sell Order, the Client must confirm to Orient Securities (Hong Kong), prior to giving such instruction:

就任何相當於賣空指令的指示而言，客戶必須在發出該等指令前向東方證券（香港）確認：

- (a) the Client have a presently exercisable and unconditional right to vest the securities to which the Short Sell Order relates, in the purchaser of such securities; AND

客戶具有一項即時可行使而不附有條件的權利，以將賣空指令相關的證券轉歸於其購買人名下；及

- (b) the counterparty or the other person (as the case may be) giving the Client the right referred to in paragraph (a) above, has the securities to which the Short Sell Order relates, available to lend or deliver to the Client (a “Covered Short Selling Order”).

給予客戶上述(a)段所述權利的對手方或另一人(視屬何情況而定)備有該賣空指令所關乎的證券可供借給或交付給客戶（「有擔保賣空指令」）。

- 3.3 In respect of a Short Sell Order placed with Orient Securities (Hong Kong) via FIX message, the Client hereby confirms the following tags in FIX protocol functionality constitute written confirmation and assurance from the Client, pursuant to Section 171 and 172 of the SFO, that an order is a Covered Short Selling Order:

就透過 FIX 訊息向東方證券（香港）發出的賣空指令，客戶特此確認 FIX 協定功能中的以下標籤構成客戶根據 SFO 第 171 和 172 條作出的書面確認和保證，指令是有擔保賣空指令：

- (a) Tag 54 = “5” (indicating “short sale”); AND

標籤 54 = 「5」（表示為「賣空」）；及

- (b) Tag 114 = “N” or “False” (indicating “covered”).

標籤 114 = 「N」或「False」（表示為「有擔保」）

- 3.4 The Client must provide transaction details and assurances stated in paragraph 3.2 or 3.3 above to Orient Securities (Hong Kong) whenever the Client proposes to place a Covered Short Selling Order or Orient Securities (Hong Kong) will reject to accept such selling instruction because Orient Securities (Hong Kong) can only convey or accept a Short Selling Order if the Client provides a documentary assurance that the proposed sale is covered at the time of placing the selling instruction. For the avoidance of doubt, if the Client do not notify Orient Securities (Hong Kong) that an instruction to sell amounts to Short Sell Order, Orient Securities (Hong Kong) shall treat such an instruction to sell as a long sale orde.

當客戶擬發出有擔保賣空指令時，客戶必須向東方證券（香港）提供上文第 3.2 或 3.3 段所述的交易詳情及保證，否則東方證券（香港）將拒絕接受該賣出指示，因為東方證券（香港）只有在客戶發出賣出指示時提供書面保證表明該擬出售是有擔保的情況

下，才能傳達或接受賣空指令。為免生疑問，若客戶沒有通知東方證券（香港）該賣出指示為賣空指令，則東方證券（香港）將視此賣出指示為長倉出售指示。

- 3.5 The Client authorizes Orient Securities (Hong Kong) to arrange a buy-in of the relevant Securities at the prevailing market prices when the Client accidentally sell short, and he will exempt Orient Securities (Hong Kong) of and indemnify Orient Securities (Hong Kong) against all losses, litigations, costs and expenses which may be sustained or incurred by Orient Securities (Hong Kong) as a result of executing the Short Sell Order.
- 客戶授權東方證券(香港)在客戶意外賣空時安排以市場現價買入被賣空的相關證券，且免除並彌償東方證券(香港)承擔因執行賣空指令而承受或產生的所有損失、法律訴訟、成本及開支。



## PART IV - TERMS AND CONDITIONS FOR CHINA CONNECT SERVICE

### 第四部份 – 中華通服務條款及細則

These Terms should be read in conjunction with Part II of this Agreement- General Terms and Conditions. In the event of any difference between those provisions and these Terms, the provisions herein shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless the context requires otherwise, the following words and phrases shall bear the following meanings:-

在本條款中，除非上下文另有要求，否則以下詞語應具有以下含義：-

“CCASS”  
「中央結算系統」 means the Central Clearing and Settlement System and any replacement or successor organization.  
指香港中央結算及交收系統及其任何替代或承繼機構。

“China Connect”  
「中華通」 means the Shanghai Hong Kong Stock Connect and/or the Shenzhen Hong Kong Stock Connect (as the case may be).  
指滬港通及／或深港通（視屬何情況而定）。

“China Connect Applicable Laws and Regulations”  
「中華通適用法律法規」 means (a) the laws and regulations of Hong Kong and PRC from time to time with respect to China Connect or any activities arising from or associated with China Connect; and (b) any regulations, rules, policies, codes of conduct or guidelines issued by any China Connect Competent Authority or China Connect Entities from time to time with respect to China Connect or any activities arising from or associated with China Connect provided that the CSRC China Connect Rules are excluded.  
指(a)香港和中國不時與中華通或者因中華通引起或與中華通有關的任何活動相關的法律法規；及(b)任何中華通主管部門或中華通機構不時發佈的、與中華通或者因中華通引起或與中華通有關的任何活動相關的任何條例、規則、政策、行為準則或指引，但是不包括中國證監會中華通規則。

“China Connect Competent Authority”  
「中華通主管部門」 means the regulators which regulate China Connect and activities in relation to China Connect, including the CSRC, the PBOC, the SAFE, the SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.  
指負責監管中華通和相關活動的監管機構，包括中國證監會、人民銀行、外管局、證監會及擁有或承擔與中華通有關的管轄權、許可權或責任的任何其他監管機構、機關或機構。

<p><b>“China Connect Entities”</b>  <b>「中華通機構」</b></p>	<p>means the exchanges, clearing systems and other entities which provide services relating to China Connect, including the SEHK, the HKSCC, the SEHK Subsidiaries, SSE, SZSE and ChinaClear.  指提供與中華通有關的服務的交易所、結算系統和其他機構，包括聯交所、香港結算、聯交所子公司、上交所、深交所及中國結算。</p>
<p><b>“China Connect Market”</b>  <b>「中華通市場」</b></p>	<p>means the SSE and/or the SZSE.  指上交所及／或深交所。</p>
<p><b>“China Connect Market System”</b>  <b>「中華通市場系統」</b></p>	<p>means the system used for the trading of (a) SSE Securities on SSE, as operated by SSE and/or (b) SZSE Securities on SZSE as operated by SZSE (as the case may be).  指(a)上交所運營的、用於在上交所交易滬港通證券；及/或(b)深交所運營的、用於在深交所交易深港通證券的系統（視屬何情況而定）。</p>
<p><b>“China Connect Securities”</b>  <b>「中華通證券」</b></p>	<p>means any A shares and/or ETFs listed on any China Connect Market which may be traded by Hong Kong and international investors under China Connect.  指香港和國際投資者可以在中華通下交易的、在任何中華通市場上市的任何 A 股及或交易所買賣基金。</p>
<p><b>“China Connect Service”</b>  <b>「中華通服務」</b></p>	<p>means the order-routing service through which Northbound orders placed by an Exchange Participant may be transmitted by an SEHK Subsidiary to the corresponding China Connect Market for the buying and selling of China Connect Securities and any related supporting services.  指任何聯交所子公司將交易所參與者發出的北向買賣盤傳輸給相應的中華通市場以買賣中華通證券的買賣盤傳遞服務和任何相關支援服務。</p>
<p><b>“ChinaClear”</b>  <b>「中國結算」</b></p>	<p>means China Securities Depository and Clearing Corporation Limited.  指中國證券登記結算有限責任公司。</p>
<p><b>“ChiNext Board”</b>  <b>「創業板」</b></p>	<p>means the ChiNext of SZSE.  指深交所創業板。</p>
<p><b>“ChiNext Shares”</b>  <b>「創業板股票」</b></p>	<p>means securities listed on the ChiNext Board of the SZSE which may be traded by Hong Kong and overseas investors under China Connect.  指香港和海外投資者可以在中華通下交易的深交所創業板上市證券。</p>
<p><b>“Clearing Participant”</b>  <b>「結算參與者」</b></p>	<p>has the meaning given to such term in the rules of the CCASS.  具有中央結算系統的規則賦予的含義。</p>

<p>“CSC” 「中華證券通系統」</p>	<p>means the China Stock Connect System for receiving and routing orders under China Connect to the trading system on a China Connect Market for automatic matching and execution. 指用於接收和傳遞中華通買賣盤到中華通市場的交易系統以進行自動撮合和成交的中華證券通系統。</p>
<p>“CSRC” 「中國證監會」</p>	<p>means China Securities Regulatory Commission. 指中國證券監督管理委員會。</p>
<p>“CSRC China Connect Rules” 「中國證監會中華通規則」</p>	<p>means the Several Provisions on the Transaction Interconnection Mechanism for the Mainland and Hong Kong Stock Markets, as promulgated by CSRC to prescribe the launch and operation of the China Connect. 指中國證監會發佈的、有關中華通的啟動和操作的《內地與香港股票市場交易互聯互通機制若干規定》。</p>
<p>“Eligible ChiNext Investor” 「合格創業板投資者」</p>	<p>means a “professional investor” within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of “professional investor” in section 1 of Part I of Schedule 1 to the SFO or other types of investors that are permitted or approved by the China Connect Competent Authority to trade ChiNext Shares through Shenzhen Hong Kong Stock Connect. 指《證券及期貨條例》附件 1 第一部分第 1 條「專業投資者」定義(a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)或(i)項定義的「專業投資者」或中華通主管部門允許或準許通過深港通交易創業板股票的其他類型的投資者。</p>
<p>“Exchange Participant” 「交易所參與者」</p>	<p>in general, has the meaning given by the rules of the SEHK, and in relation to Futures Contract, means an exchange participant which is approved by and registered with HKFE to perform the functions of a Futures Commission Merchant in accordance with the rules, regulations and procedures of the HKFE, as amended or varied from time to time. 一般而言，具有聯交所的規則賦予的含義，而就期貨合約而言，是指根據期交所規則、規例及程序及其不時所作出之修訂或更改由期交所批准及註冊的從事期貨委託商業務的交易所參與者。</p>
<p>“Market Data Information” 「市場數據資料」</p>	<p>means any market data information in respect of any China Connect Securities which SEHK or any other China Connect Competent Authority from time to time disseminates or otherwise makes available to Orient Securities (Hong Kong) and which Orient Securities</p>

	<p>(Hong Kong) and/or its Associate disseminates or otherwise makes available to the Client.</p> <p>指聯交所或其他中華通主管部門不時發佈或以其他方式提供給東方證券(香港)，以及東方證券(香港)及/或任何其聯營公司發佈或以其他方式提供給客戶的關於任何中華通證券的任何市場數據資料。</p>
<p><b>“Northbound”</b> 「北向」</p>	<p>denotes the trading of China Connect Securities by Hong Kong and international investors through China Connect.</p> <p>指香港及國際投資者通過中華通交易中華通證券。</p>
<p><b>“PBOC”</b> 「人民銀行」</p>	<p>means the People’s Bank of China.</p> <p>指中國人民銀行。</p>
<p><b>“PRC”</b> 「中國」</p>	<p>means the People’s Republic of China (excluding Hong Kong, the Special Administrative Region of Macau and Taiwan).</p> <p>指中華人民共和國，不包括香港、澳門特別行政區和臺灣。</p>
<p><b>“PRC Listco”</b> 「中國上市公司」</p>	<p>has the meaning given in clause 14 of Part E of Schedule 1 of this Agreement.</p> <p>具有協議的附錄 1 戊部第 14 條賦予的含義。</p>
<p><b>“PRC Resident”</b> 「中國居民」</p>	<p>means a person who is a citizen of PRC and does not have permanent right of abode in a jurisdiction outside PRC.</p> <p>指在中國境外的任何司法管轄區沒有永久性居留權的任何中國公民。</p>
<p><b>“Pre-Trade Checking”</b> 「交易前監控」</p>	<p>means the requirements and procedures under the China Connect Applicable Laws and Regulations pursuant to which a China Connect Competent Authority or China Connect Entities may reject a sell order if an investor does not have sufficient and available China Connect Securities in its account.</p> <p>指中華通適用法律法規項下有關任何中華通主管部門或中華通機構在投資者的帳戶中可用中華通證券的數量不足的情況下可以拒絕執行其賣盤的要求和程序。</p>
<p><b>“Related Person”</b> 「關係人」</p>	<p>means (a) the Exchange Participant, (b) any Associate of the Orient Securities (Hong Kong) or the Exchange Participant, or (c) any director, officer, employee or agent of the Orient Securities (Hong Kong), the Exchange Participant or any Associate of Orient Securities (Hong Kong) or the Exchange Participant.</p> <p>指：(a)交易所參與者；(b)銀行或交易所參與者的任何聯營公司；(c)東方證券(香港)、交易所參與者或者東方證券(香港)或交易所參與者的任何</p>

	聯營公司的任何董事、管理人員、員工或代理人。
“Renminbi” or “RMB” 「人民幣」	means the lawful currency of PRC deliverable in Hong Kong. 指可以在香港交付的中國法定貨幣。
“SAFE” 「外管局」	means the State Administration of Foreign Exchange. 指中國國家外匯管理局。
“SEHK China Connect Rules” 「聯交所中華通規則」	means the rules of SEHK, as amended for the purposes of implementing China Connect, and as amended, supplemented, modified and/or varied from time to time. 指聯交所發佈和不時經修訂、補充、變更和/或修改的、用於實施中華通的規則。
“Shanghai Hong Kong Stock Connect” 「滬港通」	means a securities trading and clearing links programme developed or to be developed by SEHK, SSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SSE. 指聯交所、上交所、香港結算和中國結算為建立聯交所和上交所互聯互通機制而推出或將推出的證券交易和結算互聯互通計劃。
“Shenzhen Hong Kong Stock Connect” 「深港通」	means a securities trading and clearing links programme developed or to be developed by SEHK, SZSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SZSE. 指聯交所、深交所、香港結算和中國結算為建立聯交所和深交所互聯互通機制而推出或將推出的證券交易和結算互聯互通計劃。
“SSE” 「上交所」	means the Shanghai Stock Exchange. 指上海證券交易所。
“SSE Rules” 「上交所規則」	means the rules, operation procedures, circulars and notices of SSE in respect of the stock listing and trading activities taking place on SSE and the SSE Regulations on the Shanghai Hong Kong Stock Connect Programme which have been published by SSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time. 指上交所發佈的、與上交所的股票上市和交易活動有關的規則、操作規程、公告和通知，以及上交所為實施中華通而發佈和不時經修訂、補充、變更和/或修改的《上交所滬港通業務實施辦法》。
“SSE Securities” 「滬港通證券」	means any securities and/or ETFs listed on the SSE which may be traded by Hong Kong and international investors under China Connect.

指香港和國際投資者可以在中華通下交易的任何上交所上市證券及／或 ETF。

“SZSE”  
「深交所」

means the Shenzhen Stock Exchange.  
指深圳證券交易所。

“SZSE Rules”  
「深交所規則」

means the rules, operation procedures, circulars and notices of SZSE in respect of the stock listing and trading activities taking place on SZSE (including on the ChiNext Board) and the SZSE Regulations on the Shenzhen Hong Kong Stock Connect Programme which have been published by SZSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

指深交所發佈的、與深交所（包括創業板）的股票上市和交易活動有關的規則、操作規程、公告和通知，以及深交所為實施中華通而發佈和不時經修訂、補充、變更及／或修改的《深交所深港通業務實施辦法》。

“SZSE Securities”  
「深港通證券」

means any securities and/or ETFs listed on the SZSE which may be traded by Hong Kong and international investors under China Connect. For the avoidance of doubt, SZSE Securities shall include ChiNext Shares.

指香港和國際投資者可以在中華通下交易的任何深交所上市證券及／或 ETF。為免生疑問，深港通證券包括創業板股票。

“Trading Day”  
「交易日」

means a day on which SEHK is open for Northbound trading for (a) Hong Kong and Shanghai (in the case of Shanghai Hong Kong Stock Connect) or (b) Hong Kong and Shenzhen (in the case of Shenzhen Hong Kong Stock Connect), where “T day” denotes the Trading Day on which a transaction is executed and “T+1 day” denotes (as the case may be) the day which is one Trading Day, or in the context of the settlement of funds, one business day (on which banks (a) Hong Kong and Shanghai (in the case of Shanghai Hong Kong Stock Connect) or (b) Hong Kong and Shenzhen (in the case of Shenzhen Hong Kong Stock Connect) are generally open for business) after T day.

指聯交所可以進行(a)香港和上海（如果是滬港通）；或(b)香港和深圳（如果是深港通）之間的北向交易的任何一日，「T 日」指任何交易成交所在交易日，「T+1 日」指 T 日後的第一個交易日，或者，如果是資金的交收，指 T 日後(a)香港和上海（如果是滬港通）；或(b)香港和深圳（如果是深港通）的銀行正常營業的一個營業日。

“these Terms”  
「本條款」

means all the terms and conditions in this Part IV headed “Terms and Conditions for China Connect

Service” as from time to time amended and supplemented.

指本第四部份題為「中華通服務條款及細則」中的所有條款及細則（以不時經修訂及補充的版本為準）。

## **2. Service 服務**

- 2.1 Orient Securities (Hong Kong) provides to the Client the China Connect Service subject to and upon this Agreement and in particular the provisions in these Terms.

東方證券(香港)將依照協議尤其是本條款的規定，向客戶提供中華通服務。

- 2.2 Orient Securities (Hong Kong) may to vary, modify, reduce or revoke the scope of the China Connect Service in whole or in part from time to time without prior notice or reference to the Client.

東方證券(香港)可以不時在未事先通知或諮詢客戶的情況下，全部或部分變更、修改、縮小或取消中華通服務的範圍。

## **3. Compliance with Laws and Rules 遵守法律及規則**

- 3.1 Any trading in China Connect Securities will be subject to all China Connect Applicable Laws and Regulations and all such other applicable laws, rules and regulations as may be supplemented, amended and revised from time to time. The Clients agrees to be bound by all of the above in force from time to time and at any time.

中華通證券的任何交易均應遵守不時經補充、修訂及變更的所有中華通適用法律法規和所有其他適用法律、法規及條例。客戶同意在任何時候均受所有上述不時生效的法律法規及條例之約束。

- 3.2 Without prejudice and in addition to all other rights provided to Orient Securities (Hong Kong) and all other obligations on the part to be performed by the Client, Orient Securities (Hong Kong) may, in its absolute discretion, refuse to execute any order or instruction given by the Client in the event that:-

在不妨礙賦予東方證券(香港)的所有其他權利和客戶應履行的所有其他義務的情況下，東方證券(香港)可以在下列情形中自主決定拒絕執行客戶發出的任何買賣盤或指示：-

- (a) it does not comply with any China Connect Applicable Laws and Regulations or if Orient Securities (Hong Kong) form a reasonable opinion that it does not comply with any China Connect Applicable Laws and Regulations or if Orient Securities (Hong Kong) is required by the SEHK, the China Connect Competent Authority or such other competent authorities not to accept it;  
該買賣盤或指示不符合或者東方證券(香港)合理認為其不符合任何中華通適用法律法規，或聯交所、中華通主管部門或其他主管部門要求東方證券(香港)拒絕該買賣盤或指示；

- (b) Orient Securities (Hong Kong) may, in relation to any instruction to place a Northbound sell order, determine in its sole and absolute discretion that the Client does not have sufficient Securities to deliver for settlement purpose at the time of such order instruction or if submission of the order would cause Orient Securities (Hong Kong) to be in breach of the Pre-Trade Checking requirements or other applicable requirements (whether legal or regulatory) under the China Connect Applicable Laws and Regulations; or

對於要求發出任何北向賣盤的指示，東方證券(香港)自主認定客戶在該買賣盤或指示發出之時沒有足夠證券用於交收或者該買賣盤的提交將導致東方證券(香港)違反交易前監控要求或中華通適用法律法規項下其他適用要求（不論是法律或監管要求）；或

- (c) Orient Securities (Hong Kong) may, in relation to any instruction to place a Northbound buy order, determine in its absolute discretion that the Client does not have immediately available funds to honour his/her/its payment obligation in respect thereof.

對於要求發出任何北向買盤的指示，東方證券(香港)自主認定客戶沒有足夠履行相關支付義務的立即可用資金。

- 3.3 Neither Orient Securities (Hong Kong) nor any Associate shall have any liability for any losses or risks which may result directly or indirectly from such refusal.

東方證券(香港)或任何聯營公司均毋須為因該拒絕執行直接或間接導致的任何損失或風險承擔任何責任。

- 3.4 In the event that SEHK, the relevant SEHK Subsidiaries or HKSCC is notified by SSE, SZSE, ChinaClear or any other relevant exchange, clearing house or governmental or regulatory body that it is reasonably believed that the Client has failed to comply with or has breached any China Connect Applicable Laws and Regulations, the Client shall, as per Orient Securities (Hong Kong)'s request, supply such information, data and documents in such form as may be reasonably required by Orient Securities (Hong Kong) to enable Orient Securities (Hong Kong) to assist the relevant exchange, clearing house or governmental or regulatory body including, without limitation, SSE, SZSE, ChinaClear or any PRC governmental or regulatory authority or authorities to determine as to whether there is any non-compliance or contravention of the China Connect Applicable Laws and Regulations and/or the extent of any non-compliance or breach.

如果上交所、深交所、中國結算或任何其他相關交易所、結算所、政府或監管機構通知聯交所、相關聯交所子公司或中央結算，其合理認為客戶未遵守或已違反任何中華通適用法律法規，客戶應按東方證券(香港)合理要求的格式提供後者為協助相關交易所、結算所、政府或監管機構（包括但不限於上交所、深交所、中國結算或中國的任何其他政府或監管機構）確定是否存在任何不遵守或違反中華通適用法律法規的行為和/或該等違法違規行為的程度而合理要求提供的資訊、資料及文件。

- 3.5 In the event that the Client has failed to comply with or has breached any China Connect Applicable Laws and Regulations, Orient Securities (Hong Kong) may issue warning statements (verbally or in writing) to the Client, and not to extend the China Connect Service to the Client.

如果客戶未遵守或已違反任何中華通適用法律法規，東方證券(香港)可向客戶發出口頭或書面警告聲明，以及拒絕向客戶提供中華通服務。

#### **4. Representations, Warranties and Undertakings 聲明、保證及承諾**

- 4.1 The Client represents, warrants to and undertakes with Orient Securities (Hong Kong) (representations, warranties and undertaking hereunder are deemed to be repeated on the date upon which the Client places an order or gives an instruction in relation to China Connect Securities and/or China Connect Services) that:-

客戶向東方證券(香港)聲明、保證及承諾（該等聲明、保證及承諾應視為在客戶每次發出與中華通證券及／或中華通服務有關的任何買賣盤或指示之日重複作出）：

-



- (a) the Client is not a PRC Resident or an entity incorporated or registered under the laws of PRC and if the Client is a PRC Resident, the Client is using the his/her/its own funds and located outside PRC to make investments in China Connect Securities;  
客戶並非中國居民或依照中國法律成立或註冊的實體，或者如果客戶為中國居民，客戶使用自有資金和在中國境外進行中華通證券投資；
- (b) if the Client is an entity duly incorporated or registered under the laws of PRC, his/her/its investment in China Connect Securities has been conducted pursuant to a program or scheme (including the Qualified Domestic Institutional Investor Program, if applicable) approved by any competent regulator in PRC;  
如果客戶為依照中國成立或註冊的實體，其依照經中國主管部門批准的計劃（包括合格境內機構投資者計劃，如適用）進行中華通證券投資；
- (c) the Client's investment in China Connect Securities does not breach the laws and regulations of PRC, including, without limitation, those in relation to foreign exchange control and reporting; and  
客戶進行的中華通證券投資不違反中國法律法規，包括但不限於與外匯管理和報告有關的法律法規；及
- (d) the Client will not trade ChiNext Shares unless the Client is and, in the case where the Client is an intermediary (including, without limitation, a fund manager, asset manager, broker or order placer) trading for or on behalf of underlying client(s) who is(are), an Eligible ChiNext Investor.  
除非客戶為合格創業板投資者，或者如果客戶為中介機構（包括但不限於基金管理人、資產管理人、經紀或買賣盤委託下單機構），客戶為之代理交易的客戶為合格創業板投資者，否則客戶不得進行創業板股票交易。

4.2 The Client further represents and warrants to and undertakes with Orient Securities (Hong Kong) (representations, warranties and undertakings hereunder are deemed to be repeated on the date upon which the Client places an order or gives an instruction in relation to China Connect Securities and/or China Connect Services) that:-  
客戶向東方證券(香港)進一步聲明、保證及承諾（該等聲明、保證及承諾應視為在客戶每次發出與中華通證券和/或中華通服務有關的任何買賣盤或指示之日重複作出）：-

- (a) the Client has read and fully understood the additional risk disclosure for China Connect service and other information set out in Part E of Schedule 1 of this Agreement;  
客戶已閱讀和完全理解協議的附錄1第戊部中包含的中華通服務的相關風險及其他資訊；
- (b) the Client understands his/her/its obligations set out in Part E of Schedule 1 of this Agreement including any consequences of a contravention of China Connect Applicable Laws and Regulations;  
客戶理解協議的附錄1第戊部中規定的義務，包括違反中華通適用法律法規的任何後果；
- (c) trading on China Connect Securities may be suspended or prohibited at any time and his/her/its orders to trade China Connect Securities may be declined without offering any reason therefor;

中華通證券交易可能在任何時候被暫停或禁止，客戶發出的中華通證券買賣盤可能被拒絕，且不說明任何理由；

- (d) neither Orient Securities (Hong Kong) nor any Associate shall be liable for any loss, liability, proceedings, demand, costs and expenses sustained or suffered by the Client (whether directly or indirectly) arising out of or in connection with any action or inaction by Orient Securities (Hong Kong) or any Associate in relation to the provision of China Connect Securities Services to the Client by Orient Securities (Hong Kong) including, without limitation, the materialization of any of the risks described herein;

東方證券(香港)或其任何關聯公司均毋須為其與東方證券(香港)向客戶提供中華通證券服務有關的任何作為或不作為而直接或間接引起或導致客戶遭受或發生的任何損失、賠償責任、訴訟、索償、支出和費用（包括但不限於發生本條款所述任何風險）承擔責任；

- (e) if the SSE Rules and/or the SZSE Rules are breached, or the disclosure and other obligations referred to in any China Connect Applicable Laws and Regulations are contravened, then the relevant China Connect Market has the power to carry out investigations, and may, through SEHK (or through the relevant SEHK Subsidiary, or any other governmental or regulatory authority), require Orient Securities (Hong Kong) or any Associate to (i) provide the Client's relevant information and materials and any other persons referred to in the SEHK China Connect Rules including, without limitation, in relation to his/her/its identity, personal data and trading activity; and (ii) assist investigation in relation to the Client and/or his/her/its trading activity undertaken by China Connect Competent Authority; and that the Client may be subject to regulatory investigations and liable to legal and regulatory consequences in the event of his/her/its breach of, or failure to comply with, such laws, rules and regulations; 如果違反上交所規則和/或深交所規則或任何中華通適用法律規定的披露和其他義務，相關中華通市場有權開展調查，並且可以通過聯交所（或相關聯交所子東方證券(香港)或任何其他政府或監管機構）要求東方證券(香港)或任何聯營公司：(i)提供客戶的相關資訊和資料，以及聯交所中華通規則提及的任何其他人的資訊和資料，包括但不限於身份、個人資料和交易活動；以及(ii)協助中華通主管部門對客戶及／或其交易活動進行調查；如果客戶違反或未遵守該等法律、法規及條例，可能受到監管機構調查和承擔法律及監管後果；

- (f) in providing the Northbound trading, Orient Securities (Hong Kong) and its Related Person are required to:-

在提供北向交易服務時，東方證券(香港)及其關係人被要求：-

- (i) tag each of the Client's orders submitted to the China Connect Market System with a Broker-to-Client Assigned Number (the "BCAN") that is unique and specifically assigned to the Client or the BCAN that is assigned to the Account in joint names, if any; and 為提交中華通市場系統的每個客戶買賣盤標注專門分配給客戶或聯名持有的有關帳戶（如有）的唯一券商客戶編碼（下稱「**券商客戶編碼**」）；及
- (ii) provide to the SEHK the assigned BCAN and such identification information (the "**Client ID**") relating to the Client as SEHK may request from time to time in accordance with the Applicable Laws

and China Connect Applicable Laws and Regulations,  
向聯交所提供分配給客戶的券商客戶編碼及聯交所依照適用法律及中華通適用法律法規不時要求提供的客戶身份資訊（下稱「**客戶身份**」）；

- (g) without prejudice and in addition to the Client's consent given to Orient Securities (Hong Kong) to release, disclose, transfer or process his/her/its personal data and/or information before, the Client further acknowledges and agrees that Orient Securities (Hong Kong) and the Related Person may collect, store, use, process, disclose and transfer the Client's personal data and/or information with respect to the Northbound trading which includes, without limitation:-

在不妨礙客戶此前對東方證券(香港)透露、披露、轉移或處理其個人資料及／或資訊所給予的同意的情況下，客戶進一步承認和同意，東方證券(香港)及其關係人可以收集、保存、使用、處理、披露和轉移客戶與北向交易有關的個人資料及／或資訊，包括但不限於：

- (i) to disclose and transfer the BCAN and Client ID to the SEHK and the relevant SEHK Subsidiaries from time to time, including tagging the BCAN when placing a Northbound order into the China Connect Market System, which will be routed to the relevant China Connect Market operator on a real-time basis;

不時向聯交所和相關聯交所子公司披露和傳送券商客戶編碼和客戶身份資訊，包括在將任何北向買賣盤輸入中華通市場系統時標注券商客戶編碼，該買賣盤將即時傳遞給相關中華通市場運營機構；

- (ii) to permit each of the SEHK and the relevant SEHK Subsidiaries to:  
(1) collect, use and store the BCAN, Client ID and any consolidated, validated and mapped the BCANs and Client ID information provided by ChinaClear and the relevant clearing house (in the case of storage, by any of them or via HKEx) for the purpose of market surveillance and monitoring and enforcement of the SEHK's rules;  
(2) transfer those information to the relevant China Connect Market operator (whether directly or through ChinaClear and the relevant clearing house) from time to time for the purposes specified in (iii) and (iv) below; and (3) disclose those information to the relevant regulators and law enforcement agencies in Hong Kong to enable them to perform their functions;

允許聯交所和相關聯交所子公司：(1)收集、使用及保存券商客戶編碼、客戶身份資訊以及中國結算和相關結算所提供（如用於保存，由上述任何機構提供或通過港交所提供）的任何經合併、確認和配對的券商客戶編碼和客戶身份資訊，用於市場監管和監督以及聯交所規則的執行；(2)為以下(iii)和(iv)款所述目的，不時直接或通過中國結算和相關結算所將該等資訊傳送給相關中華通市場運營機構；以及(3)將該等資訊披露給香港的相關監管機構和執法機構，以便其履行職責；

- (iii) to permit ChinaClear and the relevant clearing house to: (1) collect, use and store the BCAN and the Client ID for the consolidation and validation of the BCANs and the Client ID and the mapping of the BCANs and the Client ID with its investor identification database,

and provide such consolidated, validated and mapped the BCANs and Client ID information to the relevant China Connect Market operator, the SEHK and the relevant SEHK Subsidiaries; (2) use the BCAN and Client ID to perform its regulatory functions of securities account management; and (3) disclose such information to PRC regulatory authorities and law enforcement agencies for them for the purpose of performing their regulatory, surveillance and enforcement functions; and

允許中國結算和相關結算所：(1)收集、使用和保存券商客戶編碼和客戶身份資訊，用於合併和確認券商客戶編碼和客戶身份資訊以及將券商客戶編碼和客戶身份資訊與其投資者身份資料庫進行配對，以及向相關中華通市場運營機構、聯交所和相關聯交所子公司提供經合併、確認和配對的券商客戶編碼和客戶身份資訊；(2)使用券商客戶編碼和客戶身份資訊履行其有關證券帳戶管理的監管職責；以及(3)將該等資訊披露給中國監管機構和執法機構，以便其履行監管、監督和執法職責；及

- (iv) to permit the relevant China Connect Market operator to: (1) collect, use and store the BCAN and the Client ID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market operator; and (2) disclose such information to PRC regulatory authorities and law enforcement agencies for them for the purpose of performing their regulatory, surveillance and enforcement functions;

允許相關中華通市場運營機構：(1)收集、使用和保存券商客戶編碼和客戶身份資訊，以便監管和監督通過使用中華通服務在相關中華通市場上進行的證券交易和執行該中華通市場運營機構的規則；以及(2)將該等資訊披露給中國監管機構和執法機構，以便其履行監管、監督和執法職責；

- (h) the Client also acknowledges that despite that the Client would subsequently withdraw his/her/its consent, the Client's personal data may continue to be stored, used, disclosed, processed and transferred for the specified purposes above. In addition, the Client's personal data may be retained by Orient Securities (Hong Kong) for not less than 20 years in accordance with the legal and regulatory requirements. For the avoidance of doubt, the Client acknowledges that the Client's acknowledgements and agreements herein will not change his/her/its direct marketing preference provided to Orient Securities (Hong Kong). If the Client fails to provide Orient Securities (Hong Kong) with the personal data and/or information requested for by Orient Securities (Hong Kong) or give the Client's consent as above (or in the case of the jointly-named accounts, the personal data or consents of all the account holders), Orient Securities (Hong Kong) may not, or may be unable to, carry out the Northbound order or provide the Client with the China Connect Service;

客戶進一步承認，儘管客戶之後可以撤回同意，客戶的個人資料可能依然為上述目的進行保存、使用、披露、處理和轉移。此外，東方證券(香港)可以依照法律法規的要求，將客戶的個人資料保存不超過20年時間。為避免疑義，客戶承認，其在本條款中作出的承認和同意並未變更其告知東方證券(香港)的直接行銷偏好。如果客戶未向東方證券(香港)提供後者要求的個人資料和/或資訊或同意上述事項（或者如果是聯名帳戶的，

未提供所有帳戶持有人的個人資料或同意），東方證券(香港)可能不會或無法執行北向買賣盤或向客戶提供中華通服務；

- (i) in the event that a China Connect Competent Authority is in its sole opinion that there is a serious breach of the SSE Rules and/or the SZSE Rules, Orient Securities (Hong Kong) may be required by a China Connect Competent Authority to (1) issue warning statements (whether verbally or in writing) to the Client; and (2) cease providing the Client with any service relating to trading China Connect Securities through China Connect;  
如果任何中華通主管部門自主認為存在嚴重違反上交所規則和/或深交所規則的行為，中華通主管部門可能要求東方證券(香港)：(1)向客戶發出口頭或書面警告；以及(2)停止向客戶提供與通過中華通進行中華通證券交易有關的任何服務；
- (j) unless Orient Securities (Hong Kong) has confirmed to the Client in the manner conclusively determined by Orient Securities (Hong Kong) that a Northbound buy order placed with it by the Client has been settled, the Client shall not instruct a Northbound sell order in respect of the China Connect Securities which are purchased by the relevant Northbound buy order;  
除非東方證券(香港)向客戶確認其已最終認定客戶向其發出的任何北向買盤已完成交收，否則客戶不得發出與其通過該北向買盤購買的中華通證券有關的任何北向賣盤；
- (k) the Client consents to Orient Securities (Hong Kong) or any Associate providing, processing or sharing information relating to the Client and his/her/its profile, including the type and value of Northbound buy and sell orders and transactions executed on his/her/its behalf to a China Connect Competent Authority or a China Connect Entities at such intervals and in such form as such China Connect Competent Authority or China Connect Entities (as the case may be) may prescribe from time to time including in relation to an investigation or surveillance by a China Connect Competent Authority or a China Connect Entities (as the case may be);  
客戶同意東方證券(香港)或其任何聯營公司按照任何中華通主管部門或中華通機構不時規定的間隔期和格式（包括任何中華通主管部門或中華通機構(視屬何情況而定)為進行任何調查或監督而要求提供資訊的情形），向該等中華通主管部門或中華通機構提供、處理或分享與客戶及其基本資料有關的資訊，包括東方證券(香港)代表其執行的北向買賣盤和交易的類型和價格；
- (l) the Client shall be solely responsible for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required under any China Connect Applicable Laws and Regulations relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities;  
客戶應自行負責支付和繳納與任何中華通證券及其任何股息或權益有關的所有收費、費用、稅金和稅收，以及遵守任何中華通適用法律法規要求履行的、與之相關的任何申報或登記義務；
- (m) Orient Securities (Hong Kong) will be subject to recordkeeping requirements under the China Connect Laws and Regulations and may therefore retain records (including telephone and electronic communications and account information) with respect to Client's Northbound orders and trading for 20 years

or as otherwise required under the China Connect Applicable Laws and Regulations;

東方證券(香港)需遵守中華通適用法律法規的記錄保存要求，並且可能因此保存與客戶的北向買賣盤和交易有關的記錄（包括電話和電子通信以及帳戶資訊），保存期為20年或中華通適用法律法規要求的其他時間；

- (n) China Connect Competent Authority or its respective directors, employees and agents shall not be responsible or held liable for any loss or damage (directly or indirectly) suffered by the Client or any other third party arising from or in connection with:  
中華通主管部門或其董事、員工和代理人無需為客戶或任何其他第三方因下列任何原因或與之相關而直接或間接遭受的任何損失或損害承擔任何賠償或其他責任：
- (i) the trading of China Connect Securities or the operation of the CSC in respect of China Connect Securities;  
中華通證券交易或中華證券通系統與中華通證券有關的運作；
  - (ii) any amendments, making or enforcement of the China Connect Applicable Laws and Regulations; or  
中華通適用法律法規的任何修訂、頒布或執行；或
  - (iii) any action taken by a China Connect Competent Authority when discharging its supervisory or regulatory obligations or functions;  
任何中華通主管部門為履行其監督或監管職責而採取的任何行動；
- (o) the Client is aware of and shall comply with all China Connect Applicable Laws and Regulations;  
客戶知悉和將遵守所有中華通適用法律法規；
- (p) the execution of any order placed with Orient Securities (Hong Kong) shall not result in any breach of any China Connect Laws and Regulations;  
向東方證券（香港）發出的任何買賣盤的執行不會導致違反任何中華通適用法律法規；
- (q) the Client understands and has assessed and understood all risks associated with China Connect and the Client is willing and ready to undertake all the risks in respect thereof;  
客戶瞭解並且已經評估和瞭解了與中華通有關的所有風險，願意和準備承擔所有該等風險；
- (r) the Client does not have notice or knowledge of any fact that might impair the validity of such China Connect Securities and that the Client has full authority to receive, deal with and give instructions, authorisations or declarations in respect of the same;  
客戶未獲悉可能損害該等中華通證券有效性的任何情形，並且擁有接受、交易該等中華通證券和發出或作出與之相關的指示、授權或聲明的充分權力；
- (s) there is no adverse claim to such China Connect Securities; and  
不存在與該等中華通證券有關的任何不利權利主張；及

- (t) there is no restriction on the transfer of such China Connect Securities other than those expressly provided for under the SEHK rules or CCASS rules.  
除非聯交所規則或中央結算系統規則另有明確規定的情形，該等中華通證券不受任何轉讓限制的約束。

## 5. **Dealing Practice 交易慣例**

- 5.1 The Client's orders shall be treated equally and fairly. When Orient Securities (Hong Kong) processes Northbound orders, Orient Securities (Hong Kong) may aggregate his/her/its orders with other clients' orders subject to the Applicable Law and China Connect Applicable Laws and Regulations. The Client understands that his/her/its orders placed with Orient Securities (Hong Kong) may not be executed or may be executed in whole or in part.  
客戶的買賣盤將受到平等和公平的處理。東方證券(香港)在處理北向買賣盤時，可以依照適用法律和中華通適用法律法規的規定將客戶的買賣盤和其他客戶的買賣盤合併。客戶理解其發給東方證券(香港)的買賣盤可能無法執行或者僅部分執行。

- 5.2 All client orders and transactions to be undertaken for clients (the "Client Orders") which are for submission to the applicable open auction, closing auction (if any) or start of continuous trading session (the "Opening") shall be handled by Orient Securities (Hong Kong) in a manner, as Orient Securities (Hong Kong) shall consider fit, to ensure that all such Client Orders have a fair and equal opportunity to participate in the Opening. All such Client Orders which are received by Orient Securities (Hong Kong) only at the point at which its system submits Client Orders into the applicable opening auction, closing auction (if any) or start of continuous trading session.

為客戶執行的、將提交開盤競價、收盤競價（如有）或持續交易時段的開盤階段（下稱「開盤」）的所有客戶買賣盤和指示（以下簡稱「委託盤」）均將由東方證券(香港)以其認為合適的方式處理，以確保所有委託盤均獲得參與開盤的公平和平等機會。所有該等委託盤只有在東方證券(香港)的系統將其提交相應的開盤競價、收盤競價（如有）或持續交易時段的開盤階段方可視為已被東方證券(香港)收到。

## 6. **Compliance with Requirements for Pre-Trade Checking 遵守交易前監控要求**

- 6.1 The Client agrees, confirms and acknowledges that the Client will comply with all and any requirements relating to Pre-Trade Checking prescribed by the China Connect Competent Authority, the China Connect Entities or as notified to the Client by Orient Securities (Hong Kong) from time to time.

客戶同意、確認及承認，其將遵守中華通主管部門或中華通機構制定或東方證券(香港)不時通知客戶的、有關交易前監控的任何及所有要求。

- 6.2 The Client further agrees, confirms and acknowledges to ensure that the Client will deposit sufficient and available China Connect Securities into the Account by the cut-off time (as notified to the Client by Orient Securities (Hong Kong) from time to time) to honour his/her/its settlement obligations in regard to any proposed sell order placed with Orient Securities (Hong Kong) on the relevant Trading Day.

客戶進一步同意、確認及承認，其將確保在截止時間（由東方證券(香港)不時通知客戶）之前將足夠的可用中華通證券存入有關帳戶，以便在相關交易日履行與其擬向東方證券(香港)發出的任何賣盤有關的交收義務。

- 6.3 If Orient Securities (Hong Kong) reasonably opines that the Client does not for whatever reason have sufficient and available China Connect Securities in the Account to settle a sell order by the prescribed cut-off time (as notified to the Client by Orient Securities (Hong Kong) from time to time) Orient Securities (Hong Kong) may (but not obliged to) in its sole

and absolute discretion:

東方證券(香港)如合理認為有關帳戶在截止時間(由東方證券(香港)不時通知客戶)因任何原因沒有足夠用於任何賣盤交收的可用中華通證券,東方證券(香港)可以自主決定(但是沒有義務)採取下列措施:

- (a) decline the Client's sell order in whole or in part;  
全部或部分拒絕客戶的賣盤;
- (b) use any China Connect Securities in the designated CCASS stock account(s) which Orient Securities (Hong Kong) holds for itself or on behalf of its other Clients to fulfil the Pre-Trade Checking requirement in relation to the Client's sell order, in which case the Client shall reimburse Orient Securities (Hong Kong) for any costs, losses or expenses suffered or incurred by Orient Securities (Hong Kong) in full as a result of buying in or otherwise sourcing the amount of China Connect Securities which the Client has failed and/or refused to deliver in respect of his/her/its sell order on such terms and at such price (including any associated fees and expenses) and at such time as Orient Securities (Hong Kong) shall determine in its absolute discretion); or  
使用東方證券(香港)在中央結算系統的指定股票帳戶為其自身或代表其他客戶持有的任何中華通證券滿足與客戶的賣盤有關的交易前監控要求,在此情況下,客戶應全額賠償東方證券(香港)因按照其自主決定的條款、價格(包括任何相關收費和費用)和時間購買和取得客戶未能及/或拒絕交付的、與其賣盤有關之數量的中華通證券而發生的任何支出、損失或費用;或
- (c) perform any other act which Orient Securities (Hong Kong) deems necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Applicable Laws and Regulations to cover the Client's shortfall (including but not limited to applying any other China Connect Securities available to Orient Securities (Hong Kong) from other sources).  
採取東方證券(香港)認為對於遵照交易前監控及/或相關中華通適用法律法規的要求彌補客戶出現的差額必要或合理的任何其他措施(包括但有限於使用東方證券(香港)從其他來源獲得的任何其他中華通證券)。

- 6.4 In the event that the Client gives any sell order in respect of any China Connect Securities allocated to any fund managed by the Client, the Client shall ensure that there are sufficient and available China Connect Securities in his/her/its account allocated to such fund by the prescribed cut-off time (as notified to the Client by Orient Securities (Hong Kong) from time to time) to cover any such proposed sell order on the relevant Trading Day. It is the Client's sole and own responsibility to ensure that each of the funds managed by the Client complies with all China Connect Applicable Laws and Regulations to which the relevant fund may be subject.

客戶如發出與分配給其管理的任何基金的任何中華通證券有關的任何賣盤,客戶應確保在截止時間(由東方證券(香港)不時通知客戶)之前,分配給該基金的帳戶內有足夠在相關交易日執行任何該等擬議賣盤所需要的可用中華通證券。客戶應自行負責確保其管理的所有基金均遵守該等基金可能適用的所有中華通適用法律法規。

## **7. Settlement and Currency Conversion 交收及貨幣兌換**

- 7.1 The Client acknowledges and understands that Northbound trading is executed and settled in Renminbi. If Orient Securities (Hong Kong) does not receive sufficient Renminbi before settlement of a Northbound buy order to settle such purchase of China Connect Securities, settlement may be delayed and/or fail and the Client may not acquire title to, or become



entitled to sell or transfer the relevant China Connect Securities. When holding any funds on the Client's behalf, Orient Securities (Hong Kong) is authorized to convert any funds in any other currency which Orient Securities (Hong Kong) holds for the Client into Renminbi for the purposes of settlement thereof if the Client has insufficient Renminbi funds for settlement purpose or honouring other payment obligations.

客戶承認和理解，北向交易以人民幣執行及交收。如果東方證券(香港)在任何北向買盤的交收前未收到足夠完成所購買中華通證券的交收的人民幣，該交收可能被延遲和/或無法完成，因此，客戶可能無法獲得相關中華通證券的所有權，也無權出售或轉讓相關中華通證券。在為客戶保管任何資金時，如客戶沒有足夠的人民幣資金完成交收或履行其他支付義務，東方證券(香港)被授權將其為客戶保管的任何其他貨幣的任何資金兌換為人民幣，以完成交收。

- 7.2 Notwithstanding any provisions contained herein, where it is necessary to convert one currency to another pursuant to these Terms for Investment Services, such conversion may be carried out automatically by Orient Securities (Hong Kong) in a commercially reasonable manner without prior notice to the Client. Any risk, loss or cost (including fees, charges and/or commissions) in connection with or resulting from any conversion of one currency into another currency pursuant to these Terms shall be borne by the Client.

不論本條款是否有任何其他規定，在有必要依照本條款的規定將某種貨幣兌換為另一種貨幣時，東方證券(香港)可以採用商業上合理的方式自動進行該兌換，毋須事先通知客戶。因依照本條款的規定進行的任何貨幣兌換引起或與之相關的任何風險、損失或支出（包括任何收費、費用及／或佣金）應由客戶自行承擔。

- 7.3 The Client agrees and acknowledges that in the event of the Client failing to honour in a timely manner any payment obligation in relation to buy order of China Connect Securities, Orient Securities (Hong Kong) has the right and is at liberty to forthwith and without prior notice to the Client take such action as Orient Securities (Hong Kong) considers appropriate to reduce or eliminate any loss or liability that Orient Securities (Hong Kong) suffers or may suffer (including but not limited to taking any steps to sell, realize, dispose of or otherwise deal with the relevant China Connect Securities) and that the Client shall indemnify and hold Orient Securities (Hong Kong) harmless for any liabilities, expenses or other losses Orient Securities (Hong Kong) may incur in exercising the foregoing right. The Client further acknowledges and agrees that Orient Securities (Hong Kong) shall not be responsible for any loss, diminution in value or other damages whatsoever for any action or inaction of Orient Securities (Hong Kong) or Orient Securities (Hong Kong)'s agents pursuant to this clause. 客戶同意和承認，如果客戶未及時履行與中華通證券買盤有關的任何支付義務，東方證券(香港)有權立即採取其認為合適的措施（毋須事先通知客戶），以減少或消除東方證券(香港)發生或可能發生的任何損失或賠償責任（包括但不限於採取任何措施出售、變賣、處置或以其他方式交易相關中華通證券），並且客戶應賠償東方證券(香港)因行使上述權利而可能發生的任何賠償責任、費用或其他損失，並確保東方證券(香港)免遭損害。客戶進一步承認及同意，對於因東方證券(香港)或其代理依照本條規定發生的任何作為或不作為而引起的任何損失、減值或任何其他損害，東方證券(香港)毋須承擔責任。

- 7.4 Notwithstanding any provisions contained herein, where Orient Securities (Hong Kong) determines that there is insufficient liquidity in RMB to settle any buy orders, Orient Securities (Hong Kong) may, in its sole and absolute discretion, decline the Client's order placed with Orient Securities (Hong Kong) without being liable to any loss or damage the Client may suffer or sustain arising out of its declination.

不論本條款是否有任何其他規定，東方證券(香港)如認定沒有充足的人民幣完成任何買盤的交收，東方證券(香港)可以自主決定拒絕客戶發給東方證券(香港)的買賣盤，毋須為客戶因該拒絕遭受或發生的任何損失或損害承擔責任。

## 8. Sale Transfer 出售及轉讓

- 8.1 Once Orient Securities (Hong Kong) receives notice (a “**Forced-sale Notice**”) from a China Connect Competent Authority or China Connect Entities requiring Orient Securities (Hong Kong) to sell and liquidate a specified number of China Connect Securities pursuant to China Connect Applicable Laws and Regulations, Orient Securities (Hong Kong) shall have the right to issue a corresponding notice (a “**Client Forced-sale Notice**”) to the Client requiring the Client to sell and liquidate any number of such China Connect Securities that the Client holds in his/her/its account with Orient Securities (Hong Kong) (as determined by Orient Securities (Hong Kong) in its sole discretion) within the period prescribed by the relevant China Connect Competent Authority or China Connect Entities. The Client undertakes to comply with any such Client Forced-sale Notice and waive all and any of his/her/its right to challenge the enforceability, legality and validity of the Forced-sale Notice.  
東方證券(香港)如收到任何中華通主管部門或中華通機構要求其依照中華通適用法律法規出售和賣出特定數量的中華通證券的通知(下稱「**強制出售通知**」),東方證券(香港)有權向客戶發出相應通知(以下簡稱「**客戶強制出售通知**」),要求客戶在該中華通主管部門或中華通機構規定的期限內,出售和賣出其在東方證券(香港)開立的帳戶內持有的任何數量的相關中華通證券(具體數量由東方證券(香港)自主決定)。客戶承諾遵守任何該等客戶強制出售通知的要求,並放棄對該通知的可強制執行性、合法性或效力提出異議的任何及所有權利。
- 8.2 As regards any Forced-sale Notice, Orient Securities (Hong Kong) is authorised to sell or arrange for the sale of such China Connect Securities on the Client’s behalf at such price and on such terms as Orient Securities (Hong Kong) may, in its absolute discretion, determine.  
對於任何強制出售通知,客戶授權東方證券(香港)代表其按東方證券(香港)自主決定的價格和條款出售或安排出售相關中華通證券。
- 8.3 Where China Connect Securities owned by the Client that are the subject of a Client Forced-sale Notice have been transferred from the holding of the Clearing Participant that settled the relevant Northbound buy order (the “**Original CP**”) to another Clearing Participant or custodian (the “**Recipient Agent**”), Orient Securities (Hong Kong) is authorized to provide instructions to the Recipient Agent on behalf of the Client to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all China Connect Applicable Laws and Regulations. The Client also undertakes to inform the Recipient Agent of such authorisation and, where required, the Client undertakes to instruct the Recipient Agent to act accordingly.  
如果客戶持有的、屬於任何客戶強制出售通知標的的中華通證券已被辦理相關北向買盤交收的結算參與者(下稱「**原結算參與者**」)過戶給其他結算參與者或託管人(下稱「**接受代理**」),客戶授權代表其向該接受代理發出指示,要求後者將相關中華通證券退還給原結算參與者,以依照中華通適用法律法規出售和變現。客戶承諾將該授權通知該接受代理,並在必要時指示該接受代理依此行事。
- 8.4 Orient Securities (Hong Kong) is authorized and empowered to sell or arrange for the sale of any amount of China Connect Securities owned by the Client in the case that Orient Securities (Hong Kong) receives notice from any China Connect Competent Authority or China Connect Entities requiring the Client to disgorge any profits as a result of the “short swing profit rule”, as described in clause 15 of Part E of Schedule 1 to this Agreement.  
東方證券(香港)如收到任何中華通主管部門或中華通機構要求客戶上繳因本條款中協議附錄1第戊部第15條所述「短線交易獲利規則」獲得的任何盈利的通知,東方證券(香港)被授權出售或安排出售客戶持有的任何數量的中華通證券。

- 8.5 In addition to and without prejudice to the above, Orient Securities (Hong Kong) is authorized to sell, transfer or carry out any other action in relation to China Connect Securities owned by the Client if Orient Securities (Hong Kong) is instructed to do so by any China Connect Competent Authority or if Orient Securities (Hong Kong) otherwise determines in its absolute discretion that it is necessary or desirable to do so for the purpose of compliance with any China Connect Applicable Laws and Regulations.  
在不影響上述規定的情況下，在收到任何中華通主管部門的指示或東方證券(香港)自主決定對符合任何中華通適用法律法規的規定必要或合理的情況下，東方證券(香港)被授權出售、轉讓客戶持有的中華通證券或採取與該等證券有關的任何其他行動。
- 8.6 Neither Orient Securities (Hong Kong) nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by the Orient Securities (Hong Kong) or a Related Person in respect of clause 8 of these Terms.  
東方證券(香港)或任何關係人均毋須為因其依照本條款第 8 條規定採取的任何行動直接或間接導致的任何損失或風險承擔任何責任。

## **9. Custody 託管**

- 9.1 This clause is only applicable when the Client has delivered to Orient Securities (Hong Kong) the China Connect Securities in relation to Pre-Trade Checking under the China Connect Applicable Laws and Regulations.  
本條僅在客戶已根據中華通適用法律法規向東方證券(香港)交付與交易前監控相關的中華通證券時適用。
- 9.2 The Client acknowledges that:  
客戶確認：
- (a) the primary or only reason that Orient Securities (Hong Kong) is offering Client custodial services is because of Pre-Trade Checking under the China Connect Applicable Laws and Regulations, and that the provision of custodial services is not part of Orient Securities (Hong Kong)'s normal business activities. Accordingly, any custodial services offered by Orient Securities (Hong Kong) are limited in their nature. The provisions in this clause are without prejudice to Part IX of this Agreement, any agreements the Client may have with Orient Securities (Hong Kong) or its Affiliates providing the Client with custodial services;  
客戶確認東方證券(香港)向客戶提供託管服務的主要或唯一原因是因為中華通適用法律法規下的交易前監控，並且提供託管服務並不是東方證券(香港)一般的業務活動。因此，東方證券(香港)提供的任何託管服務本質上是有限的。本條中的條文並不影響協議第九部份、客戶與東方證券(香港)或其聯營公司之間達成的任何向客戶提供託管服務的約定；
  - (b) Orient Securities (Hong Kong) conducts business in China Connect Securities for other clients and for Orient Securities (Hong Kong)'s account; and  
東方證券(香港)為其他客戶及自身進行中華通證券業務；及
  - (c) The Client shall be solely responsible for all filings, tax returns and reports of any transaction in respect of or relating to China Connect Securities held under this clause, as may be required by any relevant authority, whether government or otherwise.  
客戶應就本條持有的中華通證券所涉及或有關的任何相關政府機構或其他機構要求的所有申報、報稅和交易報告單獨負責。

- 9.3 The Client authorizes Orient Securities (Hong Kong) to establish on his books a custody account or accounts (the "**Custody Account**") for the receipt, safekeeping and maintenance of China Connect Securities. Orient Securities (Hong Kong) will determine in its reasonable discretion whether to accept in the Custody Account any proposed delivery of China Connect Securities.

客戶授權東方證券(香港)在其簿冊中以接收、妥善保管和維護中華通證券為目的而開立一個或多個託管帳戶(下稱「託管帳戶」)。東方證券(香港)將合理酌情決定是否將擬交付的任何中華通證券接收至託管帳戶。

9.4 Custodial procedures 託管程序

- (a) Orient Securities (Hong Kong) will be under no obligation to credit China Connect Securities to the Custody Account before its receipt of such China Connect Securities by final settlement.

在東方證券(香港)通過最終交收收到中華通證券之前，東方證券(香港)無義務將該等中華通證券存入託管帳戶。

- (b) If Orient Securities (Hong Kong) receives one or more Instructions to deliver from the Custody Account an amount of China Connect Securities exceeding those credited to the Custody Account, Orient Securities (Hong Kong) may reject any such Instruction or elect to perform any Instruction in whole or in part, and in any order.

若東方證券(香港)收到一個或多個指示使從託管帳戶交付的中華通證券的數量超過已存入託管帳戶的數量，東方證券(香港)可拒絕任何該等指示或按任意順序選擇執行任何指示的部分或全部。

- (c) The Client acknowledges that deliveries of China Connect Securities and payments therefor may not be simultaneous. Accordingly, if Orient Securities (Hong Kong) receives an Instruction to deliver China Connect Securities against payment or to pay for China Connect Securities against delivery, Orient Securities (Hong Kong) may make or accept payment for or delivery of China Connect Securities in accordance with relevant market practices and/or rules.

客戶確認，中華通證券的交付和付款可能不會同時進行。因此，如果東方證券(香港)收到付款交付中華通證券或付款交付中華通證券的指示，東方證券(香港)可根據相關市場慣例及/或規則支付或接受中華通證券的付款或交付。

- (d) Orient Securities (Hong Kong) shall make payment for and/or receive or deliver China Connect Securities only upon receipt of and in accordance with specific Instructions (except as otherwise specifically provided in these Terms).

東方證券(香港)僅在收到具體指示並根據具體指示付款和/或接收或交付中華通證券(除非本條款另有明確規定的除外)。

- (e) Unless Orient Securities (Hong Kong) has received and accepted a contrary Instruction, Orient Securities (Hong Kong) may carry out the following without any Instruction:

除非東方證券(香港)已收到並接受相反的指示，否則東方證券(香港)可在無需任何指示的情況下執行以下事項：

- (i) in the Client's name or on the Client's behalf, sign any document relating to China Connect Securities which may be required (i) to obtain receipt of any China Connect Securities or funds or (ii) by any tax or regulatory

authority; and

以客戶的名義或代表客戶簽署 (i) 接收任何中華通證券或基金的收據，或 (ii) 任何稅務或監管部門可能要求的與中華通證券相關的任何文檔；及

- (ii) collect and/or receive and/or take other necessary or appropriate action in relation to any payment or distribution in respect of China Connect Securities (whether pursuant to a stock dividend, bonus issue, share subdivision or reorganization, capitalization of reserves or otherwise).  
對與中華通證券有關的支付或分派（無論是依據股息、紅股派送、股份拆細或重組、準備金資本化或其他）進行代收、接收及／或採取其他的必要或適當的措施。

- (f) The Client acknowledges that Orient Securities (Hong Kong) may re-deliver to the Client or to the Client's usual custodian, at such time as Orient Securities (Hong Kong) may determine in Orient Securities (Hong Kong)'s absolute discretion, any China Connect Securities which have not been utilized by Orient Securities (Hong Kong) in the settlement of any Transaction on the Client's behalf. The Client acknowledges that Orient Securities (Hong Kong) may, within one trading day of receipt, deliver or pay to the Client or the Client's usual custodian or bank (net of any fees or other expenses payable by the Client to Orient Securities (Hong Kong)) any distribution or payment received by Orient Securities (Hong Kong) in respect of China Connect Securities for the Account. The Client will promptly on Orient Securities (Hong Kong)'s request, give such authorizations or instructions (to Orient Securities (Hong Kong) and/or the Client's usual custodian and/or any other person) as Orient Securities (Hong Kong) may require to pre-authorize any such re-delivery or payment.

客戶確認，東方證券(香港)可在絕對酌情權決定的時間向客戶或客戶通常託管人再次交付東方證券(香港)以客戶名義進行交收時沒有使用的任何中華通證券。客戶確認，東方證券(香港)可在收到後一個交易日內，向客戶或客戶通常託管人或銀行（扣除客戶應向東方證券(香港)支付的任何費用或其他支出）交付或支付東方證券(香港)為有關帳戶就中華通證券收到的任何分配或付款。由於對於該再次交付或支付東方證券(香港)可能需要事先授權，客戶將在收到東方證券(香港)的請求後立即（向東方證券(香港)及／或客戶的通常託管人及／或任何其他人）發出東方證券(香港)所需的授權或指示。

- (g) In circumstances where Orient Securities (Hong Kong) have not, after using reasonable endeavours, been able to (i) re-deliver to the Client or to the Client's usual custodian any such China Connect Securities, or (ii) deliver or pay to the Client or the Client's usual custodian or bank any such distribution or payment, including, for example, and without limitation, where (1) the Client fails to provide such Instructions upon Orient Securities (Hong Kong)'s reasonable request and/or (2) the Client's usual custodian refuses to accept any such delivery of China Connect Securities or payment, the Client authorizes Orient Securities (Hong Kong) in its absolute discretion to sell, liquidate or otherwise dispose of the relevant China Connect Securities and to transfer the sale, liquidation and /or disposal proceeds and/or any distribution or payment to the Client's usual bank account or, if there is no bank account, to an account established for the Client by Orient Securities (Hong Kong) with a third party bank selected by Orient Securities (Hong Kong) in its absolute discretion pending instructions for payment to the Client's preferred account.

在東方證券(香港)盡合理努力後，仍未能 (i) 向客戶或客戶的通常託管人再交付任何該等中華通證券，或 (ii) 向客戶或客戶的通常託管人或銀行交

付或支付任何該等分配或付款的情況下，包括但不限於（1）客戶未能應東方證券(香港)合理要求提供該等指示和/或（2）客戶的通常託管人拒絕接受中華通證券的任何該等交付或付款，客戶授權東方證券(香港)絕對酌情權出售、清算或以其他方式處置相關中華通證券，並將出售、清算和/或處置收益和/或任何分配或付款轉至客戶的慣常銀行帳戶，或如無銀行帳戶，則轉至東方證券(香港)在其完全自行決定選定的第三方銀行為客戶開立的帳戶，等待向客戶的帳戶付款的指示。

- (h) Orient Securities (Hong Kong) shall have no obligation whatsoever to collect or receive or take any other action (including attending any general meeting and/or exercising any voting rights) in relation to any payment or distribution in respect of China Connect Securities for the Account or to notify the Client of the existence of or the terms of any notice, circular, report, announcement or similar corporate action in respect of China Connect Securities. The Client acknowledges that in certain circumstances, including, without limitation, as a result of any China Connect Applicable Laws and Regulations, it may be difficult, impracticable or impermissible for HKSCC or its nominee (and for Orient Securities (Hong Kong) or the Client) to exercise any rights or entitlements or to participate in any actions, transactions or other matters in respect of China Connect Securities. If Orient Securities (Hong Kong) makes any such collection or receipt, take any such action or give the Client any such notification or take any action pursuant to any such notification, Orient Securities (Hong Kong) shall not have : (i) any liability in respect of any inaccuracies or delays; and (ii) any obligation to continue or repeat any such action.

東方證券(香港)沒有任何義務對有關帳戶內與中華通證券有關的任何支付或分派進行代收、接收或採取任何其他措施（包括出席任何股東大會及／或行使任何投票權），或通知客戶與中華通證券有關的任何通知、通函、報告、公告或類似公司行動的條款或其存在。客戶確認，在某些情況下（包括但不限於根據任何中華通適用法律法規），中央結算或其指定人（以及東方證券(香港)或客戶）可能難以或不可行或不被允許行使與中華通證券相關的任何權利或權利或參與與之相關的任何行動、交易或其他事項。若東方證券(香港)進行了該代收、接收或採取該行為，或向客戶提供該通知，或根據該通知採取任何行動，東方證券(香港)不承擔：（i）與任何錯誤或延遲相關的任何責任；及（ii）繼續或重複任何該等行動的任何義務。

## 9.5 Pooling/sub-custodians/clearance systems

匯集／次託管／結算系統

- (a) Orient Securities (Hong Kong) may pool China Connect Securities and treat them as fungible with the same China Connect Securities of other clients. Orient Securities (Hong Kong) may at any time allocate equivalent China Connect Securities to Client and shall not be bound to return to Client the original China Connect Securities delivered to Orient Securities (Hong Kong).

東方證券(香港)可將中華通證券匯集，並視其與其他客戶相同的中華通證券可互換。東方證券(香港)可在任意時間向客戶分配等量的中華通證券，而不必向客戶歸還客戶向東方證券(香港)交付的原中華通證券。

- (b) Orient Securities (Hong Kong) may deposit China Connect Securities with any sub-custodian or with any clearance system as required by the Applicable Laws, and are not responsible for performance by or monitoring of any sub-custodian or by any clearance system or its practices. In addition, Orient Securities (Hong Kong) shall not be liable for any act or omission by, or the insolvency of, any clearance

system. In the event the Client incurs a loss due to the negligence, wilful default, or insolvency of any clearance system, Orient Securities (Hong Kong) will make reasonable endeavours, in its discretion, to seek recovery from the relevant clearance system, but Orient Securities (Hong Kong) will not be under any obligation to institute legal proceedings, file any proof of claim in any insolvency proceeding, or take any similar action.

東方證券(香港)可根據適用法律的要求將中華通證券存放在任何次託管人或結算系統，並不對任何次託管人或結算系統的執行或監管或其操作負責。另外，東方證券(香港)不對任何結算系統的任何行為、疏忽或破產負責。若客戶因何結算系統的疏忽、故意違約或破產而產生損失，東方證券(香港)將根據其酌情決定權採取合理措施向相關結算系統尋求補償，但東方證券(香港)沒有義務進行法律訴訟、在任何破產程序中提交申索證明、或採取類似措施。

#### 9.6 Confirmations by the Client 客戶確認

- (a) The Client confirms that during the subsistence of these Terms:  
客戶確認，在本條款存續期間：
  - (i) The Client has authority to deposit and hold China Connect Securities in the Custody Account and there is no claim or encumbrance that will or may adversely affect any delivery of China Connect Securities; and  
客戶有權在託管帳戶保存並持有中華通證券，並且不存在對任何交付中華通證券有或可能有不利影響的申索或產權負擔；以及
  - (ii) if the Client acts as an agent for any of the Client's own clients, whether or not expressly identified to Orient Securities (Hong Kong) at any time, no such client shall be or be considered a client or indirect client of Orient Securities (Hong Kong), and the Client's obligations under these Terms are as principal.  
若客戶作為其客戶的代理人，無論在任何時候是否向東方證券(香港)明示，該客戶不是或不被視為東方證券(香港)的客戶或間接客戶，客戶是本條款下的義務的本人。
- (b) The Client will, promptly on Orient Securities (Hong Kong)'s request, execute such documents and do such acts and things as Orient Securities (Hong Kong) may require in order to perform Orient Securities (Hong Kong)'s obligations under these Terms or otherwise to comply with the China Connect Applicable Laws and Regulations.  
客戶將根據東方證券(香港)的請求立即執行東方證券(香港)為履行本條款下義務或符合中華通適用法律法規的要求所需的文檔，並採取東方證券(香港)為上述目的要求的行為和行動。

#### 9.7 Custodial duties and liabilities 託管職責和責任

- (a) Orient Securities (Hong Kong) shall have only those duties expressly provided in these Terms. Orient Securities (Hong Kong) shall have no fiduciary duties or other implied duties or obligations whatsoever.  
東方證券(香港)僅有本條款明確提出的職責。東方證券(香港)沒有受信責任或其他隱含職責或其他任何類似義務。
- (b) The performance by Orient Securities (Hong Kong) of its duties is subject to:

東方證券(香港)履行其職責受限於：

- (i) all relevant local laws, regulations, decrees, orders and government acts;  
所有相關的當地法律、法規、法令、命令和政府法案；
  - (ii) the rules, operating procedures and practices of any relevant stock exchange, clearance system or market; and  
任何相關證券交易所、結算系統或市場的規則、操作程序和慣例；  
及
  - (iii) any event or circumstance beyond Orient Securities (Hong Kong)'s reasonable control.  
超出東方證券(香港)合理控制範圍的任何事件或情況。
- (c) In respect of any custodial services described in this clause:  
就本條所述的任何託管服務而言：
- (i) Orient Securities (Hong Kong) will not be liable for any loss or damage suffered by the Client unless such loss or damage results from Orient Securities (Hong Kong)'s gross negligence, wilful misconduct or fraud;  
東方證券(香港)不對客戶遭受的任何損失或損害負責，除非該損失或損害由東方證券(香港)的嚴重疏忽、故意不當行為或欺詐所致；
  - (ii) Orient Securities (Hong Kong) shall not be liable for consequential loss or damage (including, without limitation, lost profits) in any circumstances, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to the Custody Account or Orient Securities (Hong Kong)'s services hereunder; and  
對於託管帳戶或東方證券(香港)有關的服務，東方證券(香港)在任何情況下不對任何的間接損失或損害（包括但不限於利潤損失）負責，無論是否可預見，亦無論該申索以何種行為提出；及
  - (iii) in the case of gross negligence or wilful misconduct, Orient Securities (Hong Kong)'s liability shall not exceed the replacement cost or the market value of the relevant China Connect Securities at the relevant time (whichever is lower).  
對於嚴重疏忽或故意不當行為，東方證券(香港)的責任不能超過在相關時間替換相關中華通證券的費用或相關中華通證券的市場價值（取其較低者）。
- (d) Orient Securities (Hong Kong) may establish cut-off times for receipt of Instructions. If Orient Securities (Hong Kong) receives an Instruction after an established cut-off time, Orient Securities (Hong Kong) may regard the Instruction as having been received on the following Trading Day and act on it accordingly.  
東方證券(香港)可以規定接收指示的截止時間。如果東方證券(香港)在設定的截止時間後收到指示，東方證券(香港)可將該指示視為已於下一個交易日收到，並據此採取行動。

9.8 No interest will be payable on the Custody Account.  
託管帳戶不會產生任何利息。

**10. Provision of Market Data to Client 向客戶提供市場資訊**



10.1 In addition and without prejudice to clause 32 of Part II of this Agreement, the Client agrees as follows:

在不妨礙協議第二部份第 32 條的情況下，客戶同意如下：

- (a) the Client shall use the Market Data Information only as an end-user and shall not disseminate the Market Data Information to any person or grant any person any access to the Market Data Information, whether free of charge or otherwise;  
客戶應只以最終使用者身份使用市場數據資料，並不應在不論免費還是收費情況下向任何人士散發市場數據資料或允許任何人士接觸市場數據資料；
- (b) the Client shall not use or permit the use of the Market Data Information for any illegal purpose;  
客戶不得將市場數據資料用於或允許他人將其用於任何非法目的；
- (c) the Client shall not use the Market Data Information for index computation and compilation or as the basis for any tradable derivative product;  
客戶不得將市場數據資料用於計算和編製指數，或者將其作為任何可買賣衍生產品的基礎；
- (d) subject to clause 10.1(c) above, the Client shall use the Market Data Information only for his own purpose, in the ordinary course of his own business (which shall not include the dissemination of Market Data Information to any persons or third parties, whether on a for-profit basis or otherwise), or for the purpose of enabling his software system suppliers to develop, connect or apply relevant software solutions to facilitate his use of the Market Data Information;  
受限於上述第 10.1(c)條的規定下，客戶只准將市場數據資料用於本身的目的、在其本身業務的正常過程之中使用（不應包括不論是否為求牟利而向任何人士或第三方散發市場數據資料）、或者為使其軟件系統供應商能夠開發、連接或應用相關的軟件解決方案以便利客戶使用市場數據資料的目的而使用之；
- (e) where the Client receives any market data from Orient Securities (Hong Kong) or its Associate, the Client acknowledges that the China Connect Market, the SEHK and its holding company and/or any subsidiaries of such holding company endeavours to ensure the accuracy and reliability of the information provided but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.  
在不妨礙協議第二部份第 32 條的情況下，如客戶接獲來自東方證券(香港)或其聯營公司的任何市場數據，客戶承認，中華通市場、聯交所及其控股公司及／或該控股公司的各家附屬公司致力確保所提供的資料的準確性和可靠性，但其並不就資料的準確性和可靠性作出保證，也不會因資料不準確或有所遺漏而承擔由此引起的各種損失和損害的責任（包括侵權行為責任、合同責任和其他的責任）。
- (f) Orient Securities (Hong Kong) and/or its Associate, by disseminating or making available any Market Data Information received from the SEHK to the Client, do not warrant or represent the accuracy or reliability of any Market Data Information or accept any responsibility (whether in tort or contract or otherwise) with respect to any loss or damage caused to the Customer or any third parties arising from any inaccuracy or omission in or of the Market Data Information.

東方證券（香港）及／或任何其聯營公司將來自聯交所的各種市場數據資料散發或提供給客戶時，東方證券（香港）及／或任何其聯營公司並不就任何市場數據資料的準確性和可靠性作出任何保證和聲明，也不會因有關的市場數據資料不準確或有所遺漏而承擔由此導致客戶或任何第三方蒙受各種損失和損害的責任（包括侵權行為責任、合同責任和其他的責任）。

## **11. Client Information and Record Keeping 客戶資料和記錄保存**

- 11.1 If the Client instructs Orient Securities (Hong Kong) to effect a Northbound transaction in China Connect Securities on behalf of his/her/its client (a “**Client Transaction**”), the Client shall and is obliged to retain for a period of not less than 20 years (or such other period as Orient Securities (Hong Kong) may instruct the Client in accordance with China Connect Applicable Laws and Regulations) records of any client instructions and account information with respect to the Client Transaction (such records the “**Client Information**”).

客戶如指示東方證券(香港)代表其客戶進行中華通證券的任何北向交易（下稱「**客戶交易**」），客戶應當並且有義務將與該客戶交易有關的任何客戶指示和帳戶資訊的記錄（該等記錄下稱「**客戶資料**」）保存至少 20 年（或東方證券(香港)根據中華通適用法律法規的規定指示客戶的其他時間）。

- 11.2 (applicable to intermediary only) The Client undertakes and confirms that the Client has arrangements in place that it:-

（僅適用於中介人）客戶承諾和確認已作出如下安排：-

- (a) requires its client to retain or procure the retention of the Client Information in relation to the beneficial owner of the Client Transaction for the period specified in clause 11.1 above; and  
要求其客戶在以上第 11.1 條規定的期間內保存或安排保存與客戶交易的實益所有人有關的客戶資料；及

- (b) consents to the Client to obtain and disclose the Client Information with respect to the beneficial owner upon request and within the required time limit specified by Orient Securities (Hong Kong), or procure that it be so obtained and disclosed.  
同意一經要求，在東方證券(香港)規定的期限內，獲得和披露，或促使獲得和披露，與該實益所有人有關的客戶資料。

- 11.3 If Orient Securities (Hong Kong) receives an enquiry from any China Connect Competent Authority in relation to a Client Transaction, the Client shall, upon request and within the time limit specified by Orient Securities (Hong Kong), disclose to Orient Securities (Hong Kong) or to the relevant China Connect Competent Authority the Client Information, or procure such disclosure, in relation to the beneficial owner of the Client Transaction.

東方證券(香港)如收到任何中華通主管部門與任何客戶交易有關的任何詢問，一經要求，客戶應在東方證券(香港)規定的期限內，向或安排向東方證券(香港)或該中華通主管部門披露與該客戶交易的實益所有人有關的客戶資料。

## **12. Indemnity 賠償**

- 12.1 In addition and without prejudice to any of Orient Securities (Hong Kong)’s rights provided hereunder, the Client will indemnify Orient Securities (Hong Kong) and any Related Person (together, the “**Indemnified Parties**”) on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from Orient Securities (Hong Kong) or any Related Person

providing any services to the Client in respect of his/her/its trading or investment in China Connect Securities, including, without limitation, to:

在不妨礙東方證券(香港)在本條款項下擁有的任何其他權利的情況下，客戶應全額賠償東方證券(香港)和任何關係人(以下統稱「**受償方**」)因向客戶提供與客戶的中華通證券交易或投資有關的任何服務而直接或間接遭受或發生的任何索賠、索償、訴訟、法律程式、損害、支出、費用、損失和所有其他責任，包括但不限於：

- (a) any Taxes resulting from any trading or holding of China Connect Securities in relation to China Connect;  
因交易或持有與中華通有關的任何中華通證券而引起的任何稅收；
- (b) the materialization of any risk referred to in Schedule 1 of this Agreement;  
發生協議附錄 1 所述任何風險；
- (c) any legal costs which any of the Indemnified Parties may incur in connection with any instruction given by the Client;  
任何受償方因客戶發出的任何指示而發生的任何訴訟費用；
- (d) any fees or expenses payable to any clearance systems arising from the holding of China Connect Securities; or  
因持有中華通證券而應支付給任何結算系統的任何收費或費用；或
- (e) any costs incurred in connection with clause 8 of these Terms.  
與本條款第 8 條有關的任何費用。

## PART V - TERMS AND CONDITIONS FOR NEW LISTING OF SECURITIES

### 第五部份 — 新上市證券的條款及細則

The provisions in these Terms shall only apply to any Account in respect of which the Client has requested Orient Securities (Hong Kong) to make an Application under these Terms, and are in addition to other provisions of this Agreement.

本條款之所有條文僅適用於客戶要求東方證券(香港)根據本條款提出申請的任何有關賬戶，及補充於協議的其他條文。

The Application is subject to this Agreement and these Terms.

申請須受協議及本條款所規管。

These Terms should be read in conjunction with Part II - General Terms and Conditions and Part III - Terms and Conditions for Securities Cash Trading and Part VII - Securities Margin Trading of this Agreement. In the event of any difference between those provisions and these Terms, these Terms herein shall prevail.

本條款須與協議第二部份—一般條款及細則、第三部份—證券現金交易的條款及細則及第七部份—證券保證金交易的條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I shall, where applicable, have the same meanings when used herein.

在本條款中，除另有定義或文意另有所指外，第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

“Allotted Securities”

「獲分配證券」

means, in respect of each Application, all the Securities in relation to which the Application is accepted.

就每項申請而言，指有關申請被接納的所有證券。

“Application”

「申請」

means any and each application to be made by Orient Securities (Hong Kong) or its agent as agent on behalf of the Client for the subscription or purchase of the Offer Securities pursuant to clause 2 of these Terms.

指東方證券(香港)或其代理人，以代理人身分代表客戶根據本條款第 2 條款認購或購買發售證券而提出的任何及每項申請。

“Application Amount”

「申請金額」

means, in respect of each Application, an amount equal to the total value of the Offer Securities applied for in the Application plus all fees, charges and expenses payable by the Client in connection with the Application (including transaction levy, commission, account opening fee and such other fees where applicable).

就每項申請而言，指相等於在申請中所申請的發售證券總價值的金額，加上客戶就申請應付的所有費用、

收費及開支（包括交易徵費、佣金、開戶費用及其他有關費用（如適用））。

**“Funding Fee”**  
「集資費用」

means the amount of moneys, fees, costs, interest, expenses, commissions and charges arising out of or in connection with the Loan as Orient Securities (Hong Kong) may from time to time notify the Client (if any).  
指東方證券(香港)不時通知客戶因貸款所引起或相關的款項、費用、成本、利息、開支、佣金及收費的金額（如有）。

**“HKD”**  
「港幣」

means the lawful currency of Hong Kong for the time being.  
指現時香港的法定貨幣。

**“IPO”**  
「首次公開招股」

means public offer of the Securities in respect of a new listing and/or issue of such Securities on an Exchange.  
指公開發售新上市的證券及／或在交易所發行該等證券。

**“Issuer”**  
「發行人」

means the issuer or vendor of the Offer Securities.  
指發售證券的發行人或出售人。

**“Loan”**  
「貸款」

means a loan made available, provided or granted by or agreed to be made available by Orient Securities (Hong Kong) to the Client on demand in respect of an Application under and pursuant to clause 4 of these Terms and the Loan Agreement from time to time.  
指東方證券(香港)不時根據本條款第4條款及貸款協議項下的申請而應要求向客戶提供、授予或同意提供或授予的貸款。

**“Loan Agreement”**  
「貸款協議」

means the loan arrangement made or to be made between Orient Securities (Hong Kong) and the Client, as amended or supplemented from time to time, whereby, subject to the terms and conditions thereof, Orient Securities (Hong Kong) has agreed to make available, provide or grant a Loan to the Client for the purposes stated therein. The loan arrangement shall be conducted as follows:  
指東方證券(香港)與客戶訂立或將訂立的貸款安排（以不時經修訂或補充的版本為準），而根據並受限於上述安排的條款及條件下，東方證券(香港)同意就安排中所述目的向客戶提供或授出貸款。貸款的安排如下：

- (a) to make an online application by the Client via an online platform supported by Orient Securities (Hong Kong) in which the Client shall accept and confirm the terms of the Loan such as interest, amount and term of the Loan to be bound by the Client; or

客戶通過東方證券(香港)的網上平台進行網上申請，並接受及確認受貸款的條款（例如：利息、金額及期限）約束；或

- (b) upon the acceptance of the request of the Loan, Orient Securities (Hong Kong) shall issue a confirmation letter detailing the terms of the Loan to the Client via email and such terms shall bind the Client upon the Client's confirmation by return email.

在接受貸款的請求後，東方證券(香港)將以電郵方式向客戶發出確認函，詳細定明有關貸款的條款。一旦客戶通過電郵回函確認該等條款，客戶將受該等條款約束。

**“Offer”**  
**「發售」**

means an IPO or Placing, as the case may be.  
指首次公開招股或配售（視屬何情況而定）。

**“Offer Securities”**  
**「發售證券」**

means the Securities offered by the Issuer for (a) subscription in an IPO; or (b) purchase in a Placing.  
指由發行人提供(a)在首次公開招股中供認購的證券；或(b)在配售中供購買的證券。

**“Placing”**  
**「配售」**

means a placing and/or selected/restricted offering of Securities.  
指配售及／或選定／有限制的證券要約。

**“Relevant Person”**  
**「相關人士」**

means, in respect of an Offer, the Issuer, sponsors, underwriters, placing agents, registrar, central depository, receiving bank, other intermediaries involved in such Offer, the Exchange, the Relevant Regulators, the Clearing House, any other relevant regulators and/or persons.  
就一項發售而言，指發行人、保薦人、包銷商、配售代理、過戶處、中央存管處、受理銀行，以及該項發售涉及的其他中介機構、交易所、有關監管機構、結算所、任何其他相關監管機構及／或人士。

**“these Terms”**  
**「本條款」**

means all the terms and conditions in this Part V headed “Terms and Conditions for New Listing of Securities” as from time to time amended and supplemented.  
指本第五部份題為「新上市證券的條款及細則」中的所有條款及細則（以不時經修訂及補充的版本為準）。

## **2. Application 申請**

- 2.1 The Client irrevocably and unconditionally requests and authorizes Orient Securities (Hong Kong) or its agent to make Application(s) containing the following details:-  
客戶不可撤銷地及無條件地要求及授權東方證券(香港)或其代理人作出申請，並附有以下詳情：-

- (a) the quantity of the Offer Securities to be applied for;  
將予申請的發售證券數目；
  - (b) the name of Issuer of such Offer Securities; and  
該發售證券的發行人名稱；及
  - (c) the Application Amount for such Offer Securities.  
該發售證券的申請金額。
- 2.2 Orient Securities (Hong Kong) reserves the right to refuse making any Application on the Client's behalf if there are insufficient funds in the Account at the relevant time for settling the Application Amount and Funding Fee or if, in Orient Securities (Hong Kong)'s opinion, there is any other reasonable ground for such refusal.  
東方證券(香港)保留因有關賬戶在相關時間沒有足夠資金結清申請金額及集資費用，或基於東方證券(香港)認為的任何其他合理原因，拒絕代客戶提出任何申請。
- 2.3 Where Orient Securities (Hong Kong) or its agent submits an Application, Orient Securities (Hong Kong) or its agent acts as the agent of the Client for the purpose of applying for the Offer Securities and neither Orient Securities (Hong Kong) nor its agent (as the case may be) is the agent of the Issuer or any Relevant Person.  
倘若由東方證券(香港)或其代理人遞交申請，就申請發售證券而言，東方證券(香港)或其代理人乃客戶的代理人，但東方證券(香港)或其代理人（視屬何情況而定）並非發行人或任何相關人士的代理人。
- 2.4 The Client must apply for the Offer Securities as principal only. Any Application by the Client as agent, nominee or trustee for any other person will not be processed by Orient Securities (Hong Kong).  
客戶必須以主事人身分申請發售證券。任何以客戶為任何其他人士的代理人、代名人或受託人的身分而提出的申請，將被東方證券(香港)拒絕受理。
- 2.5 The Client must ensure that each Application complies with any minimum, maximum, denomination and/or other requirements (whether in respect of the quantity or value of the Offer Securities or the number of Application) prescribed by the Issuer of the relevant Offer. Any Application which does not fully comply with such requirements will not be processed by Orient Securities (Hong Kong).  
客戶必須確保每一項申請均遵照發行人訂明有關發售證券首次公開招股或／及配售的任何最低、最高、股份面額及／或其他要求（不論是涉及發售證券的數量或價值或申請的數目）。任何未完全遵照該等要求的申請，將不獲東方證券(香港)受理。
- 2.6 Each Application shall be subject to these Terms and this Agreement.  
每項申請須按照本條款及協議規定而進行。
- 2.7 With respect to a bulk application to be made by Orient Securities (Hong Kong) or its agent on behalf of Orient Securities (Hong Kong) and/or Client and/or Orient Securities (Hong Kong)'s other clients, the Client acknowledges and agrees:-  
有關東方證券(香港)或其代理人為東方證券(香港)本身及／或客戶及／或東方證券(香港)之其他客戶作出的大額申請，客戶確認及同意：-
  - (a) that such bulk application may be rejected by reasons which are unrelated to the Client and the Application and neither Orient Securities (Hong Kong) nor its agent shall, in the absence of fraud or wilful default, be liable to the Client or any other person in consequence of such rejection;

該大額申請可能會因為與客戶及申請無關的理由而遭到拒絕，而在沒有欺詐或故意失責的情況下，東方證券(香港)及其代理人均毋須就該拒絕的後果對客戶或任何其他人士負上責任；

- (b) to indemnify Orient Securities (Hong Kong) against any and all losses, damages, costs, charges, expenses (including but not limited to legal fees on a full indemnity basis), claims or demands whatsoever which may be sustained or incurred by or made against Orient Securities (Hong Kong) in the event that such bulk application is rejected as a result of the Client's failure to comply with any of its obligations under these Term and this Agreement or otherwise in connection with the Application (including any representations, undertakings and/or warranties of the Client being or becoming untrue or having been breached) or any other factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such failure, breach or factors; and  
倘若該大額申請因客戶未能遵守其於本條款及協議項下或與申請有關的任何責任（包括客戶的任何陳述、承諾及／或保證是或變為不真實或被違反）或因任何與客戶有關的其他理由而遭到拒絕，就東方證券(香港)可能蒙受或招致或被提出的任何及所有損失、損害、費用、收費、開支（包括但不限於按十足彌償基準計算的法律費用）、申索或索求，向東方證券(香港)作出彌償。客戶確認，客戶亦可能須對其他受上述違反或其他理由影響的人士負上支付損害賠償的責任；及
- (c) that in the event that the bulk application is only partially filled, Orient Securities (Hong Kong) is entitled to distribute the Allotted Securities in its absolute sole discretion, including distributing the Allotted Securities equally among Orient Securities (Hong Kong)'s clients under the bulk application and the Client shall not have any claim to the Allotted Securities or claim of priority to another Orient Securities (Hong Kong)'s client in relation to the bulk application.  
倘若大額申請只獲部分發售，則東方證券(香港)有權按其絕對酌情權分派獲分配證券，包括在所有參加大額申請的東方證券(香港)客戶間平均分派獲分配證券。就有關大額申請分派獲分配證券的數額或給予其他東方證券(香港)客戶的優先次序而言，客戶並沒有任何申索權。

2.8 If the Offer Securities are denominated in a foreign currency or in both HKD and a foreign currency, Orient Securities (Hong Kong) shall have the absolute sole discretion to:-  
若發售證券是以外幣計值，或同時以港幣及外幣計值，則東方證券(香港)就以下事情具有絕對酌情權：-

- (a) request the Client to pay or transfer to Orient Securities (Hong Kong) the Application Amount and the Funding Fee in HKD and/or the relevant foreign currency in such proportion as may be determined by Orient Securities (Hong Kong) from time to time; and  
要求客戶以東方證券(香港)不時決定的港幣及／或有關外幣比例支付或轉移申請金額及集資費用；及
- (b) convert (the entirety or any part of) the Application Amount and the Funding Fee from one currency to another currency for the purpose of submission of the Application and/or other purposes relating or incidental to the Application.  
為提交申請及／或提交申請的其他附帶目的，而將（全部或部分）申請金額及集資費用從一種貨幣轉換為另一種貨幣。



- 2.9 In respect of each Application, the Client acknowledges that Orient Securities (Hong Kong) has invited the Client to seek independent legal and other professional advice or the Client does not wish to seek independent legal or other professional advice despite every chance having been offered to the Client to do so.  
就每項申請而言，客戶確認東方證券(香港)已邀請客戶就申請尋求獨立的法律及其他專業意見，或客戶雖獲提供機會尋求獨立的法律或其他專業意見，但並不認為有此需要。
- 2.10 The Client acknowledges and agrees that any Application, once submitted by Orient Securities (Hong Kong) or its agent on behalf of the Client, cannot be withdrawn, cancelled or modified without the prior written consent of Orient Securities (Hong Kong).  
客戶確認及同意，東方證券(香港)或其代理人一旦代客戶提供任何申請，未經東方證券(香港)事先書面同意，不得撤銷、取消或修改。
- 2.11 The Client may make any Application via the Electronic Trading Service (as defined in Part X of this Agreement) and shall be subject to the terms in Part X of this Agreement.  
客戶可通過電子交易服務（定義見協議第十部份）提交申請，並應遵守協議第十部份的條款。
- 3. Representations, Warranties and Undertakings of the Client 客戶的陳述、承諾及保證**
- 3.1 The Client shall be familiarized with and abide by all the terms and conditions governing, including but without limitation, the Offer Securities, the Application and selling restrictions set out in any prospectus and/or offering document and the application form or any other relevant documents in respect of such Offer Securities and the Client acknowledges and agrees to be bound by such terms and conditions in any such Application.  
客戶須熟悉了解並遵守任何在發行證券的招股章程及／或發售文件，及申請表或任何其他相關文件中已載列的規管，包括但不限於發售證券、申請及銷售限制之條款及細則。客戶承認及同意在任何申請中均受該等條款及細則的約束。
- 3.2 The Client agrees to be bound by the terms and conditions of the client agreement in relation to each Offer for which Orient Securities (Hong Kong) or its agent makes an Application on behalf of the Client.  
客戶同意，就東方證券(香港)或其代理人代客戶提出申請的每項發售而言，受每項發售的客戶協議的所有條款及條件約束。
- 3.3 The Client shall make the investment decision based on the prospectus, offering document and any other relevant documents with respect to the Offer instead of relying on any other information, marketing materials and media coverage of the Offer.  
客戶須基於該發售的招股章程、要約文件及任何其他相關文件，而非基於關於該發售任何其他資料、推廣資料及傳媒報導作出投資決定。
- 3.4 The Client authorizes Orient Securities (Hong Kong) to complete such Application form in relation to the Application as may be required.  
客戶授權東方證券(香港)按要求填寫與申請有關的申請表格。
- 3.5 The Client warrants and undertakes that the Application shall be the only Application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of Securities and the Client shall make no other Application in that issue.  
在同一次證券發行中，客戶保證及承諾申請乃惠及客戶的利益由客戶或代表客戶遞交的唯一申請，而客戶在該次發行並沒有作其他申請。

- 3.6 (where the Application is made by the Client as agent for the account of another person) The Client warrants and undertakes that no other Application is being made by the Client as agent for or for the account of that person or by that person or by any other person as agent for that person.

(倘若客戶以代理人身份代表其他人士之戶口提出申請) 保證及承諾客戶絕不再以代理人身份代表該人士或其戶口提出申請，而該人士或任何其他以該人士代理人身份行事的人士亦不可再提出申請。

- 3.7 The Client warrants and undertakes that the applicant under the Application is fully entitled to make such Application and hold the Offer Securities applied for and no breach of the Applicable Laws will arise or result from the making or approval of any such Application.

保證及承諾該項申請項下之申請人可全權提出申請及持有發售證券，且不會由於或因為提出申請或取得該等申請之批准而產生或導致違反適用法律。

- 3.8 The Client authorizes Orient Securities (Hong Kong) to represent and warrant to the SEHK that no other Application shall be made or shall be intended to be made by the Client or for the Client's benefit.

授權東方證券(香港)向聯交所聲明及保證，客戶不會亦不擬作出其他申請，並且不會亦不擬為客戶的利益而作出其他申請。

- 3.9 The Client represents that any Application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an Application made for the benefit of the Client.

客戶確認，倘若非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。

- 3.10 The Client represents and warrants that all representations, warranties and undertakings on the part of the Client contained or incorporated in the Application form are true and accurate in all respects.

客戶陳述及保證，申請表格所載或包含的客戶之所有陳述、保證及承諾於各方面均屬真實及準確。

- 3.11 The Client represents that Orient Securities (Hong Kong) will rely on the above warranties, undertakings and authorizations in making the Application.

確認東方證券(香港)作出申請時，會依賴上述保證、承諾及授權。

- 3.12 The Client acknowledges that the legal, regulatory requirements and market practice in respect of the Application may change from time to time. The Client undertakes to provide to Orient Securities (Hong Kong) with such information and take such additional steps and make such addition representations, warranties and undertakings as may be required according to the Applicable Laws and market practice.

確認關於申請的法律和監管要求及市場慣例均會不時作出修訂。客戶承諾會根據適用法律及市場慣例向東方證券(香港)提供必要的資料及採取必要的額外行動，並作出必要的額外陳述、保證及承諾。

#### **4. Application for a Loan 申請貸款**

- 4.1 Where the Client at the same time applies for a Loan, the following provisions shall apply:-  
倘客戶同時申請貸款，下列規定則適用：-

- (a) Orient Securities (Hong Kong) has absolute sole discretion to accept or reject the request for the Loan;

東方證券(香港)有絕對酌情權接受或拒絕貸款要求；

- (b) upon the acceptance of the request for the Loan, a Loan Agreement shall be executed between Orient Securities (Hong Kong) and the Client, which shall be conclusive and binding on the Client;  
東方證券(香港)接受貸款要求時，東方證券(香港)或東方香港（視屬何情況而定）需與客戶簽署貸款協議，並對客戶具終局性約束力；
- (c) before the provision of the Loan, the Client shall provide Orient Securities (Hong Kong) with a deposit, which shall form part of the proceeds for the Application, in the amount and within the time in accordance with the Loan Agreement;  
東方證券(香港)提供貸款之前，客戶應按貸款協議內指定的金額及時限，向東方證券(香港)提供貸款按金，此按金應組成申請款項的一部份；
- (d) Unless contrary to the Loan Agreement:-  
除非貸款協議中另有指定：-
- (i) the Loan amount is the total price of the Offer Securities (including applicable charges) applied under the Application less the amount of deposit in clause 4.1(c) hereof; and  
貸款金額應是申請書內所申請發售證券的總價格減除客戶根據本第五部份第4.1(c)條款提供的按金款額；及
- (ii) the Client has no right to repay the Loan, in part or full, before the date of repayment in accordance with the Loan Agreement;  
客戶應無權於貸款協議中指定的還款日期之前償還部份或全部貸款；
- (e) the interest rate applicable to the Loan shall be determined under the Loan Agreement;  
適用於貸款的利率會根據貸款協議釐定；
- (f) when Orient Securities (Hong Kong) receives any refund in respect of the Application, Orient Securities (Hong Kong) has the right, at its discretion, to apply the same or part of it towards the discharge of the Loan including any interest accrued thereon and/or return the same or the remaining balance (if any) to the Client, whether before or after the repayment date in accordance with the Loan Agreement;  
東方證券(香港)在接獲關於申請的任何退款，不論是貸款協議指定的還款日期之前或之後，有權自行酌情把上述退款或其任何部份用以清還貸款及累計利息或把上述退款或其任何部份交還給客戶；
- (g) in consideration for the Orient Securities (Hong Kong)'s granting of the Loan to the Client, the Client charges to Orient Securities (Hong Kong) by way of first fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities acquired on behalf of the Client under the Application in respect of which the Loan is provided. The Client has no right to the possession of the aforesaid securities until the full repayment of the Loan (including interest accrued thereon). The Client authorizes Orient Securities (Hong Kong) to dispose of the aforesaid charged securities without prior notice to the Client for discharge of the liabilities owing to Orient Securities (Hong Kong) under the Loan so long as the Loan (including interest thereon) has not been repaid in full. 因應東方證券(香港)給與客戶的貸款，客戶將所有由貸款申請而獲得的證券以第一固定押記的形式抵押於東方證券(香港)，作為對貸款及累計利息全部

償還的持續性保證。在貸款（包括其累計利息）仍未全數償還前，客戶對上述證券概無管有權。客戶授權東方證券(香港)在貸款（包括其累計利息）仍未全數償還前，得以酌情及不須事前通知客戶處置該等證券以支付客戶要清償或解除由東方證券(香港)所提供的任何財務融資的責任。

## PART VI – TERMS AND CONDITIONS FOR PRE-LISTING TRADING

### 第六部份- 上市前交易的條款及細則

The provisions in these Terms are in addition to other provisions of this Agreement.

本條款之所有條文補充於協議的其他條文。

All Pre-Listing Trading (as defined hereinafter) effected, conducted, carried on and entered into by the Client with and through Orient Securities (Hong Kong) for or on the Account, and the Automated Trading Services (as defined hereinafter) to be provided by Orient Securities (Hong Kong) to the Client shall be subject to and upon this Agreement.

客戶與及通過東方證券(香港)在有關賬戶完成、處理、進行及訂立的所有上市前交易時段(定義見下文)及自動化交易服務(定義見下文)須受制於及根據協議進行。

These Terms should be read in conjunction with Part II of this Agreement - General Terms and Conditions. In the event of any difference between those provisions and these Terms, these Terms shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I of this Agreement shall, where applicable, have the same meanings when used herein.  
在本條款中，除另有定義或文意另有所指外，協議的第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:  
在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

“Allotted Securities” 「獲分配證券」	means the Securities that are allotted pursuant to an IPO. 指有關申請首次公開招股而被分配的證券。
“Automated Trading Services” 「自動化交易服務」	has the meaning as defined in the SFO. 具有《證券及期貨條例》所定義的意思。
“Clearing Rules” 「香港結算規則」	means the general rules, operational procedures and other applicable rules, procedures and regulations of CCASS from time to time in force. 指中央結算系統不時生效之一般規則、運作程序及其他適用的規則、程序及規例。
“ETS” 「電子交易系統」	means the Electronic Trading System via which Orient Securities (Hong Kong) provides the Automated Trading Services for the purpose of the Pre-Listing Trading. 指東方證券(香港)為了上市前交易提供自動化交易服務的電子交易系統。
“Matched Orders” 「獲配對指令」	has the meaning ascribed to it in clause 3.3 of these Terms. 具有本條款第 3.3 條款所定義的意思。

**“IPO”**  
**「首次公開招股」**

means a public offer of the Securities in respect of a new listing and/or issue of such Securities on the SEHK.  
指公開發售新上市的證券及／或在交易所發行該等證券。

**“Pre-Listing Trading”**  
**「上市前交易」**

means any transaction, trading or agreement to purchase, invest in, sell, acquire, clear, settle or otherwise dispose of any Allotted Securities and generally dealing in the Allotted Securities prior to their official listing on the SEHK.

指獲分配證券及一般買賣獲分配證券在其正式在聯交所上市前的任何交易、貿易或協議買入、投資、賣出、收購、結算、交收、或以其他方式處置。

**“these Terms”**  
**「本條款」**

means all the terms and conditions in this Part VI headed “Terms and Conditions for Pre-Listing Trading” as from time to time amended and supplemented.

指本第六部份題為「上市前交易的條款及細則」中的所有條款及細則（以不時經修訂及補充的版本為準）。

**“Trading Day”**  
**「交易日」**

means, in respect of any Allotted Securities, the day immediately prior to their official listing on the SEHK.

指，以獲分配證券而言，在聯交所正式上市前一日。

**“Pre-Listing Trading Session”**  
**「上市前交易時段」**

means the trading hours from 4:15p.m. to 6:30p.m. or such other trading hours as determined and announced by Orient Securities (Hong Kong) from time to time.

指由下午 4：15 開始至下午 6：30 或其後由東方證券(香港)不時決定及公佈的交易時段。

- 1.3 Where it is necessary for the true construction or interpretation of any provision of this Agreement, all references to (i) “Transaction” in Part I of this Agreement shall be construed as references to include Pre-Listing Trading; and (ii) “Securities” in Part I of this Agreement shall be construed as references to include Allotted Securities.

如需就協議任何條文進行真實解釋或釋義，(i)協議第一部份凡提述「交易」之處，須解釋為包括上市前交易；及(ii)協議第一部份凡提述「證券」之處，須解釋為包括獲分配證券。

## **2. Applicable Rules and Regulations 適用規則及規例**

- 2.1 All Instructions for the Pre-Listing Trading and the Pre-Listing Trading made or entered into by Orient Securities (Hong Kong) on behalf of the Client shall be subject to the following. In addition, in respect of the above, both Orient Securities (Hong Kong) and the Client shall be bound by: -

所有上市前交易指令及東方證券(香港)代表客戶作出或訂立的所有上市前交易，須受制於以下各項，以及就上述而言，東方證券(香港)及客戶須受到以下各項的約束：-

- (a) this Agreement;  
協議；

- (b) Orient Securities (Hong Kong)'s rules, regulations, procedures and policies from time to time in force;  
東方證券(香港)不時生效的規則、規例、程序及政策；
  - (c) the memorandum and articles of association of the SEHK, the SEHK rules, the Clearing Rules in Hong Kong and the customs, usages, rulings and procedures of the SEHK; and  
聯交所的組織章程大綱及章程細則、聯交所規則、香港結算規則及聯交所的常規、慣例、裁定及程序；及
  - (d) the SFO and the Applicable Laws.  
證券及期貨條例及適用法律。
- 2.2 If there shall be any conflict or inconsistency between any of the provisions of this Agreement and anything contained in paragraphs (b), (c) and (d) of clause 2.1 above, Orient Securities (Hong Kong) may, in its absolute discretion, take or refuse to take any action, or demand the Client to take or refrain from taking any action to ensure compliance with the same.  
倘若協議的任何條文與上述第 2.1 條款的(b)、(c)及(d)段的任何條文之間出現任何衝突或不一致情況，則東方證券(香港)可按其絕對酌情權，就確保遵守有關條文而決定採取或拒絕採取任何行動，或要求客戶採取或停止採取任何行動。

### 3. **Pre-Listing Trading 上市前交易**

- 3.1 The Client may only conduct Pre-Listing Trading in the Pre-Listing Trading Session on the Trading Day.  
客戶只可在交易日的上市前交易時段內執行上市前交易。
- 3.2 Notwithstanding anything contained in these Terms, Orient Securities (Hong Kong) shall have the sole and absolute right exercisable at its sole discretion at any time, without notice to the Client, without limitation and without any liability to the Client:-  
即使本條款另有說明，東方證券(香港)亦可在任何時間按其絕對酌情權決定下列事宜，而毋須另行通知客戶，及毋須受限制及毋須對客戶負上任何責任:-
- (a) to vary the trading hours of the Pre-Listing Trading Session;  
改變上市前交易時段的交易時間；
  - (b) limit or suspend Pre-Listing Trading on any Trading Day;  
限制或停止交易日的上市前交易；
  - (c) limit, vary, suspend or terminate the Automatic Trading Services provided to the Client under this Agreement; and/or  
限制、改變、暫停或終止在協議下提述的提供予客戶之自動化交易服務；及／或
  - (d) set any limit on any Instruction or order that can be given for Pre-Listing Trading,  
對任何上市前交易指示或指令定立限制，

for any reason whatsoever, including any unauthorized use of the Automatic Trading Services provided to the Client under this Agreement.  
無論為何原因，上述包括任何未經授權而在協議下提供給客戶使用的自動化交易服務。

- 3.3 Subject to clause 3.5 and clause 6.2 of these Terms, all Instructions and orders for Pre-Listing Trading accepted by Orient Securities (Hong Kong) and recorded in and matched by ETS (the “**Matched Orders**”) will be executed and effected by Orient Securities (Hong Kong) notwithstanding any suspension, breakdown and disruption of ETS referred to in clause 6.1 of these Terms.  
受限於本條款第 3.5 條款及第 6.2 條款，獲東方證券(香港)接納而被電子交易系統記錄及配對的上市前交易指示及指令（下稱「**獲配對指令**」）將會被執行及完成，即使電子交易系統出現本條款第 6.1 條款所訂定的停止，損壞及阻礙。
- 3.4 At the end of the Pre-Listing Trading Session, all Instructions and orders for Pre-Listing Trading which remain wholly or partly unmatched shall be cancelled.  
在上市前交易時段完結時，所有未獲配對或只有部分獲配對的上市前交易指示及指令將被取消。
- 3.5 Notwithstanding clause 3.3 above, if, in respect of any Allotted Securities, there is any postponement or cancellation of their official listing on the SEHK or alteration to the terms and conditions of the IPO of such Allotted Securities, all Instructions and orders for the Pre-Listing Trading in such Allotted Securities (including Matched Orders) will be cancelled automatically and will not be executed or effected by Orient Securities (Hong Kong). Orient Securities (Hong Kong) shall not, in any circumstances, be liable in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out of (directly or indirectly) or in connection with its not accepting, carrying out, executing or effecting such Instructions and orders or omitting to give notice therefor.  
儘管上述第 3.3 條款，若聯交所延遲或取消任何獲分配證券的正式上市計劃，或獲分配證券的首次公開招股改變條款及條件，所有在獲分配證券（包括獲配對指令）的上市前交易指示及指令將被自動取消，及不會被東方證券(香港)執行或完成。東方證券(香港)在任何情況下無須對於客戶因為其不接納、進行、執行、完成有關指示及／或該等交易或不行事，或遺漏發出相關通知而引致客戶（直接或間接）或就此而蒙受及／或招致的任何損失、損害賠償、開支或任何利潤損失，承擔責任。
- 3.6 In the event of SW Conditions in Hong Kong on any Trading Day:  
就香港而言，倘若在任何交易日出現惡劣天氣情況：
- (a) before 4:00 p.m., Orient Securities (Hong Kong) may, in its sole and absolute discretion: (i) determine that the trading hours of the Pre-Listing Trading Session on such Trading Day will commence and end as usual; (ii) vary the trading hours of the Pre-Listing Trading Session on such Trading Day; or (iii) limit or suspend Pre-Listing Trading on such Trading Day, as may be announced by Orient Securities (Hong Kong) by posting on the website of Orient Securities (Hong Kong); and  
在下午四時正前，東方證券(香港)可按其絕對酌情：(i) 決定在此交易日的上市前交易時段的交易時間在何時開始及何時結束；(ii) 改變此交易日的上市前交易時段的交易時間；或 (iii) 限制及取消在此交易日的上市前交易時段，並由東方證券(香港)在其網站不時公佈；及
  - (b) on or after 4:00 p.m., the trading hours of the Pre-Listing Trading Session on such Trading Day will commence and end as usual.  
在下午四時正或之後，上市前交易時段於該交易日的交易時間將如期開始及結束。
- 3.7 Orient Securities (Hong Kong) shall not, in any circumstances, be liable in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by



the Client arising out of (directly or indirectly) or in connection with its actions taken pursuant to clause 3.6 above.

東方證券(香港)在任何情況下毋須對於客戶因為其（直接或間接）或就上述第 3.6 條而蒙受及／或招致的任何損失、損害、賠償或任何利潤損失，承擔責任。

#### 4. Settlement 結算

- 4.1 The Client shall deliver to Orient Securities (Hong Kong) Allotted Securities which are fully paid with valid and good title and in deliverable form for delivery against sales or pay Orient Securities (Hong Kong) cleared funds for the payment of Allotted Securities purchased, by such time as Orient Securities (Hong Kong) has notified the Client. Any failure by the Client to do so shall entitle Orient Securities (Hong Kong), without further notice or demand, to forthwith:-

當東方證券(香港)已就有關獲分配證券進行交易通知客戶時，客戶將需向東方證券(香港)交付已獲悉數支付，具備有效的所有權，以及可予交付的形式之獲分配證券或支付東方證券(香港)已結算資金以支付獲分配證券，否則東方證券(香港)有權毋須另行通知或要求下：-

- (a) borrow and/or buy the Allotted Securities required for delivery at a price as Orient Securities (Hong Kong) shall in its absolute discretion determine, charge any Account for the cost thereof, deliver the Allotted Securities to satisfy the Client's obligations, and credit any Account with the payment received for delivery; or

就獲分配證券而言，東方證券(香港)將有權按其絕對酌情權以必須交收的價格借入及／或買入獲分配證券；而以任何有關帳戶支付成本，交付獲分配證券以滿足客戶的責任，及以收回來的交付金額進帳任何有關帳戶；或

- (b) accept delivery of the Allotted Securities, charge any Account for the payment to satisfy the Client's obligations, transfer and/or sell the Allotted Securities at a price as Orient Securities (Hong Kong) shall in its absolute discretion determine, and credit any Account for the proceeds thereof.

接受獲分配證券的實貨交付，支付任何有關帳戶以滿足客戶的責任，東方證券(香港)將有權按其絕對酌情權以價格轉讓及／或出售獲分配證券，及進帳任何有關帳戶以支付實際用途。

or, in addition or as an alternative to (a) or (b) above, to have recourse to its rights of combination and set-off as set out in Part I of this Agreement in order to settle the Pre-Listing Trading.

或，除上述(a)或(b)的情況外，東方證券(香港)有權按其絕對酌情權可額外或另行追索其於協議第一部份所述的組合及抵銷的權益，以結算上市前交易。

- 4.2 The Client shall be liable for any deficit resulting from losses and any cost or expense (including legal costs) incurred by Orient Securities (Hong Kong), on a full indemnity basis, related to the purchase and sale of Allotted Securities pursuant to clause 4.1 above.

客戶須按全面彌償基準，對任何根據上述第 4.1 條款購買及出售獲分配證券後存在的任何虧損而招致東方證券(香港)的任何成本或開支負上法律責任（包括法律費用）。

- 4.3 The Client acknowledges and accepts all Pre-Listing Trading are over-the-counter transactions, which are exposed to counterparty risk if the counterparty fails to meet its settlement obligations. As the Automatic Trading Services under this Agreement will only be provided to clients of Orient Securities (Hong Kong), Orient Securities (Hong Kong) will use its reasonable endeavours to minimize settlement failures of Matched Orders by taking any action as Orient

Securities (Hong Kong) shall think fit (including but not limited to those actions referred to in clause 4.1 above).

客戶確認及接納所有上市前交易為場外交易，若第三方不能承擔其結算之責任，便須面對第三方風險。由於在協議中自動化交易系統只會提供予東方證券(香港)的客戶，東方證券(香港)將採取合理措施，以減少獲配對指令的配對失誤，屆時，東方證券(香港)將採取其認為合理的行動（包括但不限於上述第 4.1 條款所及的行動）。

- 4.4 Notwithstanding clause 4.3 above, Orient Securities (Hong Kong) makes no representation, warranty or guarantee with respect to the settlement of any Matched Order. There may be circumstances where Orient Securities (Hong Kong) would consider inappropriate to take any action to avoid any settlement failure of Matched Orders, in which case: -

儘管上述第 4.3 條的規範，東方證券(香港)對任何獲配對指令的結算將不作任何陳述、保證或擔保。其中，亦有些情況東方證券(香港)可能認為不適宜採取任何行動去避免獲配對指令的任何結算失誤，以下其中一項情況：-

- (a) where the Client is the purchaser of Allotted Securities, the Client should only be entitled to the refund of the cleared funds paid (in full but without interest) for such purchase;  
當客戶是獲分配證券的買家，客戶應只可取回已支付的結算資金（全數獲退回但不可連利息）；
- (b) where the Client is the seller of Allotted Securities, the Client should only be entitled to the return of the Allotted Securities delivered for such sale;  
當客戶是獲分配證券的賣家，客戶應只可取回退回獲分配證券以作出售；

and the Client shall bear all losses and expenses resulting from the counterparty's failure to meet its settlement obligations. Orient Securities (Hong Kong) shall not, in any circumstances, be liable in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out of (directly or indirectly) or in connection with, any settlement failure of the Matched Orders.

及客戶將負責所有因第三方不能達到結算責任的損失及開支。東方證券(香港)在任何情況下毋須對於客戶（直接或間接）就獲配對指令結算失誤而蒙受及／或招致的任何損失、損害、賠償、開支或任何利潤損失，承擔責任。

## **5. Client's Representations, Undertakings and Warranties 客戶的陳述、承諾及保證**

- 5.1 The Client acknowledges and accepts that Automatic Trading Services under these Terms will only be provided to clients of Orient Securities (Hong Kong). The Client represents and warrants that: -

客戶確認及接受，本條款下的自動化交易系統僅提供予東方證券(香港)的客戶。客戶陳述及保證：

- (a) the Client will be the ultimate originator of all Pre-Listing Trading and is dealing on its own account;  
客戶將是所有上市前交易的最終始創人，以及以個人名義進行買賣；
- (b) the Client will not be conducting any Pre-Listing Trading for the account of any other persons; and  
客戶將不會以他人名義進行上市前交易；及
- (c) the Client has or will have good and unencumbered title as beneficial owner to all Allotted Securities which the Client instructs Orient Securities (Hong Kong) to sell or

otherwise dispose of in accordance with this Agreement and that no one other than the Client has any interest in the relevant Allotted Securities.

客戶作為所有證券（客戶指示東方證券(香港)根據協議出售或以其他方式處置的證券）的實益擁有人而擁有或將擁有獲分配證券的妥善及無產權負擔的所有權，及沒有其他非客戶本人擁有獲分配證券的權益。

## **6. Limitation of Liabilities 責任的限制**

- 6.1 Unless due to the willful default of Orient Securities (Hong Kong), their directors, officers, employees and agents and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Pre-Listing Trading (whichever is less), Orient Securities (Hong Kong) shall not assume any liability or responsibility whatsoever to the Client or any other person for the consequences arising from or in connection with: (a) any interruption, interception, suspension, delay, loss, unavailability, mutilation, breakdown, disruption or other failure of ETS (whether or not within the control of Orient Securities (Hong Kong) including, without limitation, failure of any communication network or computer downtime, act or omission of any third party information or service providers, housekeeping, computer virus, unauthorized access by any person (including hacker), upgrade or preventive or remedial maintenance activities, mechanical failure, power failure, malfunction, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); (b) transmission, posting and/or storage of any information and/or data relating to the Client, ETS and/or Pre-Listing Trading conducted by the Client through or in any system, equipment or instrument of any communication network provider; and (c) Act of God, government act, government restrictions, the imposition of emergency procedures, civil commotion, strike, acts or threatened acts of terrorism, war, natural disasters, fire, flood, explosion or other circumstances beyond third party's control.

除非因東方證券(香港)、其董事、高級職員、僱員或代理人故意違反而直接及唯一招致直接及合理可預見的損失及損害（如有）或相關上市前交易的款額（以較低的金額為準）外，東方證券(香港)毋須對客戶或任何其他人士就以下情況所引起或有關之結果負上任何責任：(a)電子交易系統的任何干擾、截取、暫停、延遲、損失、不可用、殘害、損毀或其他故障（不論是否在東方證券(香港)的控制範圍內），包括但不限於任何通訊網路故障或電腦停機、任何第三者資料或服務供應商的行為或不作為、內部管理、電腦病毒、任何人士（包括駭客）的未授權接觸、升級或預防或補救的維護活動、機械故障、電力故障、機件失靈、停頓，或設備、裝置或設施不足，或任何法律、規則、規例、守則、指令、監管指引或政府命令（不論是否具有法律效力）；(b)經由任何系統、設備或由任何通訊網路供應商提供的工具所進行與客戶、電子交易系統及／或由客戶進行有關上市前交易有關的任何資料及／或資料傳送、張貼及／或儲存；及(c)不可抗力、政府行事、政府限制、緊急程序之頒布、內亂、罷工、恐怖主義行為或威脅、戰爭、天災、火災、水災、爆炸或其他不在第三者控制之內的情況。

- 6.2 In case of any suspension, breakdown or disruption of ETS referred in clause 6.1:-  
倘若遇到上述第 6.1 條款所述的電子交易系統的暫停、損毀或其他阻礙故障：

- (a) Orient Securities (Hong Kong) will as soon as practicable notify the Client by posting announcements on the website of Orient Securities (Hong Kong); and  
東方證券(香港)將會在切實可行的情況下在東方證券(香港)網站張貼公告以通知客戶；及
- (b) Orient Securities (Hong Kong) shall have the sole and absolute right and discretion to
  - (i) cancel any Instructions or orders for Pre-Listing Trading (including Matched

Orders); and/or (ii) limit, vary, suspend or terminate the Automatic Trading Services provided to the Client under this Agreement,

東方證券(香港)將按其絕對酌情權決定 (i) 取消任何關於上市前交易的指示及指令 (包括獲配對指令) ; 及 / 或 (ii) 限制, 變更, 暫停或終止在協議下提供予客戶的自動化交易系統,

and the Client shall have no claim whatsoever against Orient Securities (Hong Kong) arising from any of the foregoing.

及客戶將不會就上述而向任何東方證券(香港)有任何索償。

- 6.3 Orient Securities (Hong Kong) shall not in any circumstances or in any way be liable to the Client for any loss of use, revenue, profits, savings or opportunity or any other incidental, consequential, special or indirect loss or damages arising from the foregoing irrespective of how such loss may be caused.

東方證券(香港)毋須在任何情況下以任何方式對於任何用途、收益、利潤、儲備或機會的損失, 或因為上市前交易而招致的任何其他附帶、相應產生、特殊或間接損失或損壞向客戶負上任何責任, 不論有關損失是如何產生。

## PART VII - TERMS AND CONDITIONS FOR SECURITIES MARGIN TRADING

### 第七部份 — 證券保證金交易的條款及細則

The provisions in these Terms shall apply to the Margin Account only, and are in addition to other provisions of this Agreement.

本條款之條文僅適用於保證金賬戶，及補充於協議的其他條文。

The Margin Account established with Orient Securities (Hong Kong) is subject to this Agreement and these Terms.

於東方證券(香港)開立的保證金賬戶須受協議及本條款所規管。

These Terms should be read in conjunction with Part II of this Agreement- General Terms and Conditions. In the event of any difference between those provisions and these Terms, the provisions herein shall prevail.

本條款須與協議第二部份 — 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I shall, where applicable, have the same meanings when used herein.

在本條款中，除詞彙另有定義或文意另有所指外，第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

**“Charge”**

「該押記」

means the charge over the Collateral in favour of Orient Securities (Hong Kong) to secure repayment of the Secured Obligations in accordance with clause 3 hereof, and includes such modification or supplement from time to time.

指根據本條款第3條款作出以東方證券(香港)為受惠人及用以抵押償還有抵押債務的有關抵押品之押記，並包括不時作出的變化和補充。

**“Collateral”**

「抵押品」

means any securities, money and any other properties provided by the Client to Orient Securities (Hong Kong) or purchased or received by Orient Securities (Hong Kong) for the Client or otherwise which come to the possession, custody or control of Orient Securities (Hong Kong) or other persons on behalf of Orient Securities (Hong Kong) which are charged to Orient Securities (Hong Kong) as security under the clause 3 hereof. Accordingly, “securities collateral” refers to the securities comprised in the Collateral.

指由東方證券(香港)或其他人士代東方證券(香港)持有、託管或控制所有由客戶向東方證券(香港)提供、東方證券(香港)代客戶購買或收取或以其他任何形式獲得的任何證券、款項及其他財產，而該等財產已根據本條款第3條款，抵押予東方證券(香港)作為押記。「證券抵押品」指有關抵押品中的證券。

<p><b>“Local Securities Collateral”</b>  <b>「本地證券抵押品」</b></p>	<p>means the securities collateral which are listed or traded on market operated by the SEHK or interests in an authorized collective investment scheme (as defined in the SFO) and are received or held in Hong Kong by Orient Securities (Hong Kong).</p> <p>指由東方證券(香港)於香港收取或持有的於聯交所營運的市場上市或交易的證券，或認可集體投資計劃（如證券及期貨條例所定義）的權益。</p>
<p><b>“these Terms”</b>  <b>「本條款」</b></p>	<p>means all the terms and conditions in this Part VII headed “Terms and Conditions for Securities Margin Trading” as from time to time amended and supplemented.</p> <p>指本第七部份題為「證券保證金交易的條款及細則」中的所有條款及細則（以不時經修訂及補充的版本為準）。</p>

## 2. Margin Facility 保證金融資

- 2.1 In accordance with the provisions set out in these Terms and all other terms as determined by Orient Securities (Hong Kong), the Margin Facility is extended to the Client.  
保證金融資是根據本條款載列及其他所有由東方證券(香港)決定的條款提供予客戶。
- 2.2 Subject to clause 2.42.4 below, Orient Securities (Hong Kong) may grant the Client an amount of the Margin Facility not exceeding such credit limit as Orient Securities (Hong Kong) notifies the Client from time to time. Orient Securities (Hong Kong) may, by notice from time to time, vary the credit limit and the margin ratio available to the Client. Notwithstanding the credit limit that has been notified to the Client, Orient Securities (Hong Kong) shall have the discretion to extend the Margin Facility exceeding such credit limit to the Client, and the Client agrees that the Client shall be liable to repay the full amount of any Margin Facility granted by Orient Securities (Hong Kong) in accordance with the provisions of these Terms.  
受限於下述第 2.4 條款的規定，東方證券(香港)可向客戶提供不超過東方證券(香港)不時通知客戶的信貸額度的保證金融資。東方證券(香港)可按不時通知，更改客戶可使用的信貸額度及保證金比率。儘管已通知客戶信貸額度，東方證券(香港)擁有酌情權向客戶提供超過該信貸額度的保證金融資，而客戶亦同意客戶有責任按本條款的條款全數償還任何由東方證券(香港)授予的任何保證金融資。
- 2.3 The Client instructs and authorizes Orient Securities (Hong Kong) to draw on the Margin Facility to satisfy the amounts payable to Orient Securities (Hong Kong) or its Associate in respect of the Client’s purchase of Securities, performance of such margin obligations for any positions as required by Orient Securities (Hong Kong) or its Associate, or payment of any commission or other costs and expenses owing to Orient Securities (Hong Kong) or its Associate.  
客戶指示並授權東方證券(香港)提取保證金融資，用以清償應付予東方證券(香港)或其聯營公司的任何有關客戶購買證券、履行東方證券(香港)或其聯營公司要求任何持倉的保證金義務、或支付所欠東方證券(香港)或其聯營公司的任何佣金或其他開支及費用之款項。
- 2.4 Orient Securities (Hong Kong) shall be entitled at any time to refuse to provide any Margin Facility to the Client. The Client understands that Orient Securities (Hong Kong) will not provide any Margin Facility to the Client especially when any of the following circumstances arise:-  
東方證券(香港)在任何時候均有權不向客戶提供任何保證金融資。客戶明白尤其是在

下列任何情況發生時，東方證券(香港)將不會向客戶提供任何保證金融資：-

- (a) the Client fails to perform any provisions of this Agreement; or  
客戶未能履行協議的任何條款；或
- (b) Orient Securities (Hong Kong) believes that material adverse changes are occurring or have occurred to the financial condition of the Client, any person which might adversely affect the Client's liabilities under this Agreement or the performance of the Client's obligations under this Agreement; or  
東方證券(香港)認為客戶的財務狀況正出現或已出現了重大的不利變化，或任何人士的財務狀況發生了重大不利變化，而可能會影響客戶在協議之下的責任或履行客戶在協議之下的義務；或
- (c) the advancement provided would lead to the applicable credit limit being exceeded; or  
提供墊支將會令有關適用的信貸額度被超過；或
- (d) Orient Securities (Hong Kong), in its absolute sole discretion, considers it prudent or desirable not to provide such Margin Facility.  
東方證券(香港)按其絕對酌情權，認為不提供該等保證金融資將更為審慎或適宜。

2.5 As long as the Client has any indebtedness owing to Orient Securities (Hong Kong), Orient Securities (Hong Kong) shall be entitled to refuse at any time and from time to time any withdrawal by the Client of any or all Collaterals from the Account; and without the prior written consent of Orient Securities (Hong Kong), the Client shall not withdraw any Collateral in part or in full from the Account.  
只要客戶欠負東方證券(香港)任何債務，東方證券(香港)有權在任何時候及不時拒絕客戶從有關賬戶處提取任何或所有的抵押品，及在未獲得東方證券(香港)事先書面同意之前，客戶將不能從有關賬戶處提取任何部分或全部的抵押品。

2.6 If Orient Securities (Hong Kong), in its absolute sole discretion, determines that it is necessary to provide adequate guarantee for the Margin Facility it provides, the Client shall, on demand of Orient Securities (Hong Kong), pay a certain sum of deposit or margin in such amount and form as Orient Securities (Hong Kong) designates by ways of cash, Securities and/or other assets, and such deposit or margin shall be paid to the designated Account within such time as specified (referred to as a "**Margin Call**"). For the purpose of making a Margin Call, Orient Securities (Hong Kong) shall use its best endeavours to contact the Client as soon as possible by phone through the number provided by the Client in the Account Opening Form, and/or make the Margin Call to the Client by post, facsimile, email or otherwise. The Client agrees that he shall be deemed to have been properly notified even if Orient Securities (Hong Kong) fails to contact the Client by phone or the Client does not receive such written notice.  
若東方證券(香港)按其絕對酌情權，認為對其提供的融資需要有足夠的擔保，客戶應根據東方證券(香港)的要求，按照東方證券(香港)指定的金額及形式，以現金、證券及／或其他資產的形式支付一定數額的存款或保證金，並在指定的時限內支付至指定的帳戶內（下稱「**追加保證金通知**」）。為發出追加保證金通知，東方證券(香港)將盡力及盡快按照客戶在開戶表格中提供的電話號碼以電話形式聯絡客戶，及／或通過郵件、傳真、電郵或其他方式向客戶發出追加保證金通知。客戶同意，即使東方證券(香港)未能以電話聯絡客戶，或客戶未收到該書面通知，客戶將被視為已獲得適當的通知。

2.7 Any failure on the part of the Client to comply with the provisions in clause 2.6 hereof will constitute an Event of Default under clause 18 of Part II – General Term and Conditions.



若客戶未能遵守本條款第 2.6 條的規定，將構成第二部份 – 一般條款及細則項下第 18 條款的失責事件。

- 2.8 The Client agrees to pay interest on the Margin Facility he received, and such interest will be accrued on a daily basis. The calculation of interest rate shall be at a level permitted under the Money Lenders Ordinance (Cap. 163 of the Laws of Hong Kong) and will vary according to the prevailing money market condition, and Orient Securities (Hong Kong) shall notify the Client of such changes from time to time. Such interest may be deducted by Orient Securities (Hong Kong) from the Margin Account or any other Accounts of the Client with Orient Securities (Hong Kong) or its Associate.

客戶同意為自己獲得的保證金融資支付利息，而該利息將以逐日計算。利息率之計算為《放債人條例》（香港法例第 163 章）所允許之水平，並將會隨當前的貨幣市場狀況而改變及由東方證券(香港)不時通知客戶。該利息費用可由東方證券(香港)從保證賬戶或客戶在東方證券(香港)或其聯營公司開立的或任何其他賬戶中扣除。

- 2.9 If the Client fails to pay the Margin or deposit or any amount payable to Orient Securities (Hong Kong) provided in these Terms and this Agreement prior to the deadline requested by Orient Securities (Hong Kong), or if the Client fails to comply with any terms of these Terms or this Agreement, then, without prejudice to any other rights that Orient Securities (Hong Kong) may enjoy, Orient Securities (Hong Kong) shall be entitled, without notice to the Client, to close out the Margin Account and/or dispose of any or all the Securities held for or on behalf of the Client. Orient Securities (Hong Kong) shall also be entitled to apply the proceeds of such disposal and any cash Margin to satisfy all outstanding amounts owing to Orient Securities (Hong Kong). The Client agrees that Orient Securities (Hong Kong) shall also be entitled to sell or dispose to its Associate the Securities in the Account at market price, and Orient Securities (Hong Kong) shall not in any event be liable for any losses suffered by the Client, nor shall Orient Securities (Hong Kong) be liable to account for any profits earned by its Associate thereafter. If the proceeds of such sale of Securities are insufficient to satisfy all liabilities due from the Client to Orient Securities (Hong Kong), the Client undertakes that he will repay any due and payable amounts at the request of Orient Securities (Hong Kong).

如客戶未能於東方證券(香港)要求之限期前繳付保證金或按金，或任何根據本條款或協議規定須付予東方證券(香港)之款項，或客戶未有遵行本條款或協議之任何條款，在不影響東方證券(香港)可能享有任何其他權利的情況下，東方證券(香港)有權於毋須通知客戶的情況下而結束保證金帳戶，及／或處置任何或所有為或代表客戶持有之證券。東方證券(香港)亦有權將出售所得款項及任何現金保證金，用以清償一切未償還予東方證券(香港)之款項。客戶同意東方證券(香港)亦有權向其聯營公司以市值出售或變賣有關賬戶內的證券，而毋須在任何情況下就客戶所蒙受的任何損失負上責任，東方證券(香港)亦毋須就其聯營公司於其後所賺取的利潤負責。若出售證券後的所得款項不足以清還客戶欠東方證券(香港)的全部債項，客戶承諾按東方證券(香港)要求償付任何到期之欠款。

- 2.10 The liabilities due from the Client to Orient Securities (Hong Kong) and the amounts payable by the Client to Orient Securities (Hong Kong) include but not limited to the Margin Facility and their interests, all commissions, fees, expenses, charges and other outgoings, legal fees and collection expenses, and other indebtedness due from the Client to Orient Securities (Hong Kong) and its Associate.

客戶欠東方證券(香港)的債項及應償付東方證券(香港)的欠款，包括但不限於保證金融資及其利息、所有佣金、手續費、費用、收費及各項開支、法律費用及追收費用，及客戶結欠東方證券(香港)及其聯營公司的其他債務。



### 3. Collateral 抵押品

- 3.1 The Client, as beneficial owner of the Collateral, hereby charges in favour of Orient Securities (Hong Kong) in respect of all the Secured Obligations by way of first fixed charge all the Client's right, title, benefits and interests in and to the Collateral including any additional or substituted collateral and all dividends, interest paid or payable, rights, interests, money or other properties accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of the Collateral as continuing security for the payment and discharge of the Secured Obligations.

客戶以實益擁有人的身分，謹此以第一固定押記形式，向東方證券(香港)抵押抵押品的所有權利、所有權、利益及權益。這些包括但不限於任何額外或被替代的財產或就該等財產或額外的或獲替代的財產的應累計或在任何時間透過贖回、分紅、優先權、選擇權或其他形式所提供的所有股息、已支付或需支付的利息、權利、權益、款項或財產，以作為持續的抵押品，以便償還有抵押債務。

- 3.2 The Charge is a continuing security notwithstanding any intermediate payment, settlement of the Margin Account or satisfaction of whole or any part of the Secured Obligations and notwithstanding any closure and subsequent opening of such Margin Account.

即使客戶作出任何中期支付、清結保證金賬戶或全部或部份付清有抵押債務，及即使客戶結束保證金賬戶及其後再重新開戶，押記仍屬一項持續的抵押。

- 3.3 Orient Securities (Hong Kong) is entitled to exercise any voting right or other right in respect of the Collateral for the protection of Orient Securities (Hong Kong)'s interest in the Collateral and the Client shall not exercise any right attaching to the Collateral in any manner which, in Orient Securities (Hong Kong)'s opinion, may be inconsistent with the obligations under these Terms or prejudicial to Orient Securities (Hong Kong)'s right in the Collateral.

東方證券(香港)有權行使涉及有關抵押品的表決權及其他權利，以保障其在有關抵押品的利益。客戶不得以東方證券(香港)認為與本條款項下的義務相抵觸、或損害東方證券(香港)權利的任何方式行使抵押品附帶的任何權利。

- 3.4 Whenever there is any outstanding Secured Obligations, Orient Securities (Hong Kong) has the right, without prior notice or consent from the Client, to dispose of or otherwise deal with any part of the Collateral at its absolute discretion upon such terms and in such manner it thinks fit for settlement of the Secured Obligations to protect its interest, in particular for the Client's failure in meeting any call for Collateral or margin call made by Orient Securities (Hong Kong) or significant fluctuation in market prices. In event of any deficiency after the sale of Collateral, the Client shall make good and pay on demand to Orient Securities (Hong Kong) such deficiency.

只要仍有未償還的有抵押債務，東方證券(香港)有權在未事先通知或獲得客戶同意前，行使其絕對酌情以其認為適合的條款及方式保障其利益，處置或以其他方法處理有關抵押品的任何部份，用以償還有抵押債務，尤其客戶未能根據東方證券(香港)要求提供有關抵押品時或市場價格發生重大波幅時。如出售有關抵押品後仍有缺欠，客戶須補足並按要求的向東方證券(香港)付款，用以彌補該不足之數。

- 3.5 The Client shall pay or reimburse Orient Securities (Hong Kong) immediately upon demand all costs (including collection expenses and legal costs on a full indemnity basis) and expenses in connection with the enforcement or preservations of any right of Orient Securities (Hong Kong) under these Terms.

客戶須按要求的向東方證券(香港)即時支付或償還所有與執行或保障東方證券(香港)根據本條款享有的任何權利有關的費用（包括追數收費及以足額彌償為基準的法律費用）及開支。

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

在不影響上述的概括性原則下，押記或其所抵押的數額將不會受以下所述任何事物影響：-

- (a) any other security, guarantee or indemnity now or hereafter held by Orient Securities (Hong Kong) or members of Orient (Hong Kong) in respect of the Secured Obligations;  
就有抵押債務，東方證券(香港)或東方香港成員現時或將來所持有的任何其他抵押、擔保或彌償；
- (b) any variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including the Charge except to the extent of the relevant variation, amendment, waiver or release);  
任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除（包括押記，除有關的修改、修訂、寬免或解除外）；
- (c) the enforcement or absence of enforcement or release by Orient Securities (Hong Kong) or members of Orient (Hong Kong) of any security, guarantee or indemnity or other document (including the Charge);  
東方證券(香港)或東方香港成員就任何抵押、擔保或彌償或其他文件（包括押記）的強制執行或沒有強制執行或免除；
- (d) any time, indulgence, waiver or consent given to the Client or any other person whether by Orient Securities (Hong Kong) or members of Orient (Hong Kong);  
不論由東方證券(香港)或東方香港成員向客戶或其他人士所給予的時間、寬限、寬免或同意；
- (e) the making or absence of any demand for the Collateral or payment of any sum payable under this Agreement and/or these Terms made on the Client whether by Orient Securities (Hong Kong), Orient (Hong Kong) or any other person;  
不論由東方證券(香港)、東方香港成員或任何其他人士所作出或沒有作出根據協議及／或本條款的任何提供有關抵押品或償還款項的要求；
- (f) the insolvency, bankruptcy, death or insanity of the Client;  
客戶的無償債能力、破產、死亡或精神不健全；
- (g) any amalgamation, merger or reconstruction that may be effected by Orient Securities (Hong Kong) with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of Orient Securities (Hong Kong) to any other person;  
東方證券(香港)與任何其他人士進行合併、兼併或重組或向任何其他人士出售或轉移東方證券(香港)的全部或部份業務、財產或資產；
- (h) the existence of any claim, set-off or other right which the Client may have at any time against Orient Securities (Hong Kong) or any other person;  
在任何時候客戶對東方證券(香港)或任何其他人士所存在的任何申索、抵銷或其他權利；
- (i) any arrangement or compromise entered into by Orient Securities (Hong Kong) with Client or any other person;  
東方證券(香港)與客戶或任何其他人士訂立的安排或妥協；

- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Margin Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;  
涉及保證金融資的任何文件的條文或任何抵押、擔保或彌償（包括該押記）之下及有關的條文的不合法性，無效或未能執行或缺陷，不論原因是基於越權、不符合有關人士的利益或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他的緣故；
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or  
任何根據涉及破產、無償債能力或清盤的任何法律可以避免或受其影響的協議、抵押、擔保、彌償、支付或其他交易，或任何客戶依賴任何該等協議、抵押、擔保、彌償、支付或其他交易所提供或作出的免除、和解或解除，而任何該等免除、和解或解除因此須被視為受到限制；或
- (l) any other thing done or omitted or neglected to be done by Orient Securities (Hong Kong) or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under these Terms governing the Margin Facility.  
任何由東方證券(香港)或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物（如果不是因為本條文）可能在運作上損害或影響客戶在與保證金融資有關的本條款項下的責任。

#### **4. Disposal of Collateral 抵押品的處理**

- 4.1 The Client agrees that in the event of Client's default, any sale of Collateral by Orient Securities (Hong Kong) pursuant to the Margin Facility terms will be done in the absolute discretion of Orient Securities (Hong Kong) and upon any sale by Orient Securities (Hong Kong), a declaration made by an officer of Orient Securities (Hong Kong) that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with Orient Securities (Hong Kong) or its nominees shall be concerned to inquire into the circumstances of the sale.  
客戶同意，假如客戶違約，東方證券(香港)有絕對酌情權根據保證金融資條款出售抵押品。在東方證券(香港)將抵押品出售後，由東方證券(香港)人員所作出的關於可行使出售權力的聲明，將成為有利於證實購買者或其他人士在該出售下取得抵押品所有權此一事實的最終證明。任何與東方證券(香港)或其被指定人進行交易的人士，均毋須理會抵押品是在甚麼情況下出售。
- 4.2 In the event that the net proceeds of sales of Collateral shall be insufficient to cover the whole of the Client's indebtedness and liabilities to Orient Securities (Hong Kong), the Client undertakes to pay to Orient Securities (Hong Kong) on demand any balance which may then be due.

假如出售的抵押品淨收益不足全數償還客戶欠負東方證券(香港)的欠款，客戶承諾將應東方證券(香港)的要求償還到期應付的短欠數額。

## **5. Termination of Margin Facility 終止保證金貸款**

- 5.1 The Margin Facility is repayable on demand and may be varied or terminated in the absolute discretion of Orient Securities (Hong Kong). In particular, the Margin Facility will be terminated upon any termination in accordance with the terms of this Agreement and any notice of termination for that purposes shall be deemed to be a notice of termination of the Margin Facility.

東方證券(香港)有權隨時要求償還保證金融資及可以按其絕對酌情更改或終止保證金融資。特別是，假如保證金融資根據協議規定被終止及任何為該目的而發出的終止通知須視為保證金融資終止通知書。

- 5.2 Upon termination of the Margin Facility, any outstanding indebtedness by the Client shall forthwith be repaid to Orient Securities (Hong Kong).

保證金融資終止後，客戶須立即償還東方證券(香港)任何仍未清還的欠款。

- 5.3 Repayment of all or any of the Margin Facility owed to Orient Securities (Hong Kong) will not of itself constitute cancellation or termination of the Margin Facility terms.

保證金融資條款不會因客戶償還東方證券(香港)所有或任何欠負的保證金融資而構成取消或終止。

## **6. Securities Collateral in the Account 有關賬戶內的證券抵押品**

- 6.1 The securities collateral in the Account shall be treated and dealt with in compliance with the provisions of the SFO. In particular, the Local Securities Collateral shall be:-

客戶於有關賬戶中的證券抵押品須根據證券及期貨條例之條文獲對待及處理。特別是，本地證券抵押品應：-

- (a) deposited in safe custody in a segregated account which is designated as a trust account or Client account opened and maintained by Orient Securities (Hong Kong) in Hong Kong with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities and is not subject to a licensing condition which shall not hold client assets;

被存放於東方證券(香港)在認可財務機構、獲證監會核准的保管人；或另一獲發牌進行證券交易且沒有受限於不可持有客戶資產的發牌條件限制之中介人在香港開立及維持，並指定為信託賬戶或客戶賬戶的獨立賬戶作為保管；或

- (b) deposited in an account in the name of Orient Securities (Hong Kong) with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities and is not subject to a licensing condition which shall not hold client assets; or

被存放於東方證券(香港)以其名義在認可財務機構、獲證監會核准的保管人；或另一獲發牌進行證券交易且沒有受限於不可持有客戶資產的發牌條件限制之中介人的賬戶；或

- (c) registered in the name of the Client or Orient Securities (Hong Kong).

以客戶或東方證券(香港)的名稱登記。

- 6.2 In respect of any securities collateral of the Client other than Local Securities Collateral to

which the Securities and Futures (Client Securities) Rules are not applicable under Section 3 of the aforesaid rules, the Client authorizes Orient Securities (Hong Kong) in its discretion to deposit, transfer, lend, pledge, re-pledge or otherwise deal with such securities collateral to any other parties in whatsoever manner and for any purpose (including without limitation as security for financial accommodation provided to Orient Securities (Hong Kong)) Orient Securities (Hong Kong) thinks fit.

就客戶擁有除本地證券抵押品以外之證券抵押品（根據《證券及期貨（客戶證券）規則》的第3條該規則並不適用於前述的證券抵押品）而言，客戶謹此授權東方證券(香港)，按其酌情權認為合適的任何方式及用途（包括但不限於作為提供予東方證券(香港)之財務通融之抵押），存放、轉讓、借出、質押、再質押或其他方式處理客戶之該等證券抵押品。

- 6.3 Any securities collateral held by Orient Securities (Hong Kong) on behalf of the Client in the manner mentioned in clauses 6.1 and 6.2 hereof or otherwise shall be at the sole risk of the Client and Orient Securities (Hong Kong) has no obligation to insure the Client against any kind of risk. Orient Securities (Hong Kong) shall not be responsible for any losses, costs, damages, interests and charges arising from or in connection with such dealing of securities collateral under the aforesaid clauses in the absence of bad faith or willful default of or by Orient Securities (Hong Kong).

客戶須獨自承擔東方證券(香港)以本條款第6.1條款及第6.2條款所述或其他方式代客戶持有的任何證券所引致的風險，東方證券(香港)概無責任替客戶就各類風險作出保證。於東方證券(香港)沒有惡意或故意違約的情況下，東方證券(香港)亦毋須承擔按本條款第6.1條款及第6.2條款中涉及的該等證券抵押品之交易所招致或引致的損失、費用、損害、利息及收費。

- 6.4 For any securities collateral of the Client deposited with Orient Securities (Hong Kong) not registered in the name of the Client, any dividend, distribution or benefits accrued in respect of such securities collateral which are received by Orient Securities (Hong Kong) shall be credited to the Account (or payment made to the Client as may be agreed) subject to a reasonable administration fee charged by Orient Securities (Hong Kong). For any securities collateral forming part of a larger holding of identical securities which are held by Orient Securities (Hong Kong) for the Client and other persons, the Client is entitled to the same share of the benefits arising on the holding as the share of the Client of the total holding which is also subject to a reasonable administration fee charged by Orient Securities (Hong Kong). Orient Securities (Hong Kong) shall not be responsible for any failure in making such distribution of any party which holds securities collateral of the Client.

任何不以客戶的名義登記存放於東方證券(香港)的證券抵押品，則任何由東方證券(香港)收取的該等證券抵押品之任何股息、分派或利益將會於扣除東方證券(香港)收取的合理行政費後記入有關賬戶（或約定付款給客戶）。倘任何該等證券抵押品屬由東方證券(香港)代客戶及其他客戶持有較大數量的同一證券之一部份，於扣除東方證券(香港)收取的合理行政費後，客戶有權按其所佔的比例獲得該等證券抵押品的利益。倘持有客戶的證券抵押品以提供保管服務的其他人士未能作出有關的分配，東方證券(香港)毋須為此而負上任何責任。東方證券(香港)亦可依照客戶的事先具體指示就該等證券抵押品代客戶行使表決權。

- 6.5 As long as the Client has any indebtedness owing to Orient Securities (Hong Kong), Orient Securities (Hong Kong) shall be entitled to refuse at any time and from time to time any withdrawal by the Client of any or all securities collateral; and without the prior written consent of Orient Securities (Hong Kong), the Client shall not withdraw any securities collateral in part or in full.

只要客戶欠負東方證券(香港)任何債務，東方證券(香港)有權在任何時候及不時拒絕客戶提取任何或所有的證券抵押品，及在未獲得東方證券(香港)事先書面同意之前，客



戶將不能提取任何部分或全部的證券抵押品。

- 6.6 Orient Securities (Hong Kong) is not obliged to return the securities collateral originally delivered or deposited by the Client but may return securities collateral of the same class, denominations and nominal amount and ranking to the Client.  
東方證券(香港)毋須向客戶交還客戶原先所交付或存放的證券抵押品，而可客戶交還同一類別、面值、名義數額及等級的證券抵押品。
- 6.7 Without prejudice to any other rights and remedies available to Orient Securities (Hong Kong), Orient Securities (Hong Kong) is authorized to dispose of any of the securities collateral from time to time received from or held on behalf of the Client in settlement of any liability owed by the Client or on the Client's behalf to Orient Securities (Hong Kong) or a third person.  
在不損害東方證券(香港)擁有的任何其他權利及補救之前提下，東方證券(香港)獲授權處置不時從客戶處收取或代客戶持有的證券抵押品，用以解除由客戶或代客戶解除對東方證券(香港)或第三者所負的任何交收責任。
- 6.8 Without prejudice to any other right or remedy available to Orient Securities (Hong Kong), the Client agrees to give the standing authority to Orient Securities (Hong Kong) to deal with the Local Securities Collateral from time to time received or held on the Client's behalf in one or more of the following ways (inter alia), namely to:  
在不影響東方證券(香港)任何其他的權利或補救方法的情況下，客戶同意給予東方證券(香港)常設授權，讓東方證券(香港)可以（除了別的以外）按下列一種或以上的方式去處理不時代客戶收取或持有的本地證券抵押品：
- (a) apply any of the Local Securities Collateral pursuant to a securities borrowing and lending agreement; or  
依據證券借貸協議運用任何客戶的本地證券抵押品；或
  - (b) deposit any of Local Securities Collateral with an authorized financial institution as collateral for financial accommodation provided to Orient Securities (Hong Kong); or  
將任何客戶的本地證券抵押品存放於認可財務機構，作為提供予東方證券(香港)的財務通融的抵押品；或
  - (c) deposit any of the Local Securities Collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of Orient Securities (Hong Kong)'s settlement obligations and liabilities. Such authority shall remain valid for a period of twelve (12) months from the approval date of the opening of the Margin Account unless the Client gives not less than seven (7) business days' prior written notice to Orient Securities (Hong Kong) to revoke the same at any time, provided that no such revocation shall be effective if there is any indebtedness in the Margin Account. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO. If the Client requests for revocation of such standing authority or the standing authority has not been renewed by the Client whom Orient Securities (Hong Kong) called upon to do so, Orient Securities (Hong Kong) reserves the right to terminate this Agreement and operations of the Margin Account and then the Client shall forthwith settle any indebtedness owing to Orient Securities (Hong Kong) and the members of Orient (Hong Kong); or  
將任何客戶的本地證券抵押品存放於(i)認可結算所；或(ii)另一獲發牌或獲註冊進行證券交易的中介人，作為解除東方證券(香港)在交收上的義務及清償東方證券(香港)在交收上的法律責任債務的抵押品。除非客戶於任何時候

給予東方證券(香港)不少於七(7)個營業日的書面通知撤銷有關授權，此項授權由保證金賬戶的授權開戶開始起計十二(12)個月內有效；但假若保證金賬戶中的債項仍未解除，則該項撤銷將為無效。在有效期屆滿前沒有被撤銷的此項常設授權，可按照證券及期貨條例項下的有關規則予以續期或當作已續期。倘若客戶要求撤銷有關授權，或東方證券(香港)要求續期時，客戶沒有將常設授權加以續期時，東方證券(香港)保留權利終止協議及保證金賬戶的運作，而客戶必須立即清還欠東方證券(香港)及其他東方香港成員的債務；或

- (d) subject to the provisions of the SFO, the Client agrees that Orient Securities (Hong Kong) is entitled to retain for its own benefit and not accountable to the Client for any fee, income, rebate or other benefits resulting from any lending or deposit of the securities of the Client held in the Account with any third party for any purpose by Orient Securities (Hong Kong).

受限於證券及期貨條例下，客戶同意東方證券(香港)有權為其本身的益處保留及毋須向客戶交代源自任何東方證券(香港)向第三者為任何目的借出或存放客戶的證券所獲取的任何收費、收入、回佣或其他利益。

## **7. Power of Attorney 授權書**

- 7.1 The Client by way of security irrevocably appoints Orient Securities (Hong Kong) to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the Margin Facility terms and generally for enabling Orient Securities (Hong Kong) to exercise the respective rights and powers conferred on it by or pursuant to the Margin Loan terms or by law including (but without limitation):-

客戶以擔保的方式，不可撤銷地委任東方證券(香港)作為客戶的受託代表人，代表客戶並以客戶的名義作出所有行為及事物，及簽署、蓋章、執行、交付、完善及訂立所有契約、文書、文件，行為或事物，以便客戶可以履行根據保證金融資條款施加於客戶的義務，並使東方證券(香港)可一般地行使及／或根據保證金融資條款或根據法律而賦予東方證券(香港)的權利及權力，包括（但不限於）：-

- (a) to execute any transfer or guarantee in respect of any Collateral;  
就任何抵押品執行任何轉讓或擔保；
- (b) to perfect its title to any of the Collateral;  
完善任何抵押品的所有權；
- (c) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;  
請求、要求、索求、收取、了結及徹底清償在任何抵押品之下或因抵押品而產生的到期或將到期的任何及所有款項及索償的款項；
- (d) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and  
就任何抵押品發出有效的收據及解除及背書任何支票或其他票據或匯票；  
及
- (e) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under

the Margin Facility terms.

一般地提出任何申索或採取其認為必要及合宜的任何法律行為或啟動任何法律程序，以保障在保證金融資條款項下設置的擔保。

## **8. Short Selling 賣空**

- 8.1 Terms and conditions in “PART III - TERMS AND CONDITIONS FOR SECURITIES CASH TRADING” in this Agreement in relation to short selling shall apply to the Margin Account.  
本協議「第三部份－證券現金交易的條款及細則」中有關賣空的條款與條件適用於保證金帳戶。



## PART VIII - TERMS AND CONDITIONS FOR STOCK OPTIONS TRADING

### 第八部份 - 股票期權交易的條款及細則

These Terms are applicable to any Account for which the Client has applied for trading in the Stock Options Account and under which Orient Securities (Hong Kong) has agreed to allow the Client to conduct such trading.

本條款適用於客戶已申請在股票期權帳戶進行交易的任何有關帳戶，且東方證券(香港)已允許客戶進行此類交易。

The exchange traded options business is subject to this Agreement and these Terms.  
交易所交易的期權業務須受協議及本條款所規管。

These Terms should be read in conjunction with Part II of this Agreement- General Terms and Conditions. In the event of any difference between those provisions and these Terms, these Terms shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

- 1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I of this Agreement shall, where applicable, have the same meanings when used herein.

在本條款中，除另有定義或文意另有所指外，協議第一部份所定義的詞彙在本條款具有相同涵義。

- 1.2 Unless otherwise specified or the context otherwise requires, terms and expressions defined in the Rules (as defined hereinafter) shall have the same meanings when used in these Terms.  
除非另有指明或文意另有要求，該等規則（定義見下文）中之各詞彙及用語與本條款所使用之該詞彙及用語具有相同涵義。

- 1.3 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:-

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：-

“Margin”  
「保證金」

means such amount in such currency and such other security whatsoever as Orient Securities (Hong Kong) may from time to time demand in accordance with these Terms from the Client by way of margin, variation adjustments or cash adjustments in relation to the Options Contract.

指東方證券(香港)不時根據本條款要求客戶以指定貨幣提供的一定數額的現金或其他抵押品，作為有關期權合約的保證金，價格變動調整或資金調整。

“Operational Clearing Procedures”  
「《結算運作程序》」

means the Operational Clearing Procedures for Options Trading Exchange Participants of SEOCH as from time to time in force.

指不時生效的期權結算公司《期權買賣交易所參與者結算運作程序》。

“Options Clearing Rules”  
「期權結算規則」

means the Options Clearing Rules of SEOCH as from time to time in force.

指不時生效的期權結算公司的《期權結算規則》。

**“Options Contract”**

「期權合約」

means a stock options contract pursuant to which one party grants to the other party a right (but not obliged), exercisable by the latter party on or before a specified date, to acquire or to dispose of (as the case may be) a specified quantity of securities at an agreed price.

指一方給予另一方可在特定的日期或在之前行使，按約定價格獲取或處置（視屬何情況而定）特定數量的證券的權利（但無義務）的股票期權合約。

**“Options Trading Rules”**

「期權交易規則」

means the Options Trading Rules of the SEHK and any amendments, supplements, variations or modifications thereto from time to time in force.

指聯交所《期權交易規則》及其不時生效之任何修訂、補充、更改或修改。

**“SEOCH”**

「期權結算公司」

means The SEHK Options Clearing House Limited including, where the context so requires, its agents, nominees, representatives, officers and employees.

指香港聯合交易所期權結算所有限公司，如文意許可，亦包括其代理人、代名人、代表、職員及僱員。

**“Stock Options Account”**

「股票期權帳戶」

means any account now or in future opened and maintained in the name of the Client with Orient Securities (Hong Kong) for trading the Options Contracts in accordance with these Terms, and/or all other account(s) of whatsoever nature now or in future opened and maintained in the name of the Client with Orient Securities (Hong Kong) in accordance with these Terms or other agreement or document.

指現時或將來根據本條款在東方證券(香港)以客戶名義為交易期權合約而開立及維持的任何帳戶，及／或現時或將來根據本條款或其他協議或文件在東方證券(香港)以客戶名義開立及維持的任何性質的帳戶。

**“these Terms”**

「本條款」

means all the terms and conditions in this Part VIII headed “Terms and Conditions for Stock Options Trading” as from time to time amended and supplemented.

指本第八部份題為「股票期權交易的條款及細則」中的所有條款及細則（以不時經修訂及補充的版本為準）。

## **2. Stock Options Account 股票期權帳戶**

- 2.1 In accordance with the Instructions from the Client or an Authorized Person, Orient Securities (Hong Kong) is authorized to transact exchange traded options business for the Account. 根據客戶或獲授權人之指示，東方證券(香港)獲授權為有關帳戶辦理在交易所交易的期權業務。

- 2.2 Orient Securities (Hong Kong) will keep information relating to the Stock Options Account confidential, but may provide any such information to the SFC, SEHK, HKEX and other relevant tax or regulatory authorities to comply with their requirements or requests for information.  
東方證券(香港)將對股票期權帳戶的有關資料保密，但可提供任何該等資料予證監會、聯交所、港交所及其他相關稅務或監管機構，以遵守彼等提供的規定或滿足其索取資料的要求。
- 2.3 The Client confirms that:  
客戶確認：-
- (a) the Stock Options Account is operated solely for the Account and the Client's benefit, and not for the account or benefit of any other person; or  
股票期權帳戶純粹為有關賬戶及客戶的利益而並非為任何其他人的帳戶或利益而運作；或
  - (b) the Client has disclosed to Orient Securities (Hong Kong) in writing the name(s) of the person(s) for whose benefit the Stock Options Account is being operated; or  
客戶已經向東方證券(香港)書面披露某人的姓名或名稱（股票期權帳戶是為該某人的利益而運作）；或
  - (c) the Client has requested Orient Securities (Hong Kong) to operate the Stock Options Account as an omnibus account, and will immediately notify Orient Securities (Hong Kong), on request, of the identity of any person(s) ultimately beneficially interested in Options Contracts.  
客戶已要求東方證券(香港)以綜合帳戶運作股票期權帳戶，並會即時應要求通知東方證券(香港)任何擁有期權合約的最終實益權益的人士的身分。
- 2.4 The Client confirms that he is not employed by any other options exchange participant of the Exchange, and no employee of any other options exchange participant will have a beneficial interest in the Stock Options Account.  
客戶確認其並非受僱於任何交易所的期權交易所參與者及沒有任何其他期權交易所參與者的僱員於股票期權帳戶持有實益。

### **3. Joint Accounts 共同帳戶**

- 3.1 Where the Stock Options Account is jointly owned by two or more individuals, the Client states that the Client are joint tenants with right of survivorship. The Client's liabilities and obligations shall be joint and several. In the event of death of either or any of the Client, the entire interest in any account opened on the Client's behalf shall be vested in the survivor or survivors on the same terms and conditions in this Agreement.  
如股票期權帳戶由兩個或以上人士共同擁有，客戶聲明客戶為共有人及對共有產業有相互繼承之繼承權。客戶的責任及義務應為共同及單獨的責任及義務。當某一客戶或任何客戶去世時，為客戶開立之任何帳戶的整個權益應按協議的條款轉歸仍在生者。
- 3.2 Each of the Clients shall have authority to exercise all his rights, powers and discretions hereunder and generally to deal with Orient Securities (Hong Kong) as if each of them alone was the Stock Options Account holder without notice to the other. Orient Securities (Hong Kong) may follow the Instructions of any of them concerning the Stock Options Account and shall not be obliged to inquire into or see the application of any monies as between the joint account holders.  
客戶中的任何一人有權行使其根據本條款具有的所有權利、支配權及酌情決定權，並

以帳戶持有人的身份單獨與東方證券(香港)接觸，而毋須通知其他人。而東方證券(香港)可以執行客戶之間任何人發出的與股票期權帳戶相關的指示，且無義務查詢共同帳戶持有人之間資金的使用狀況。

#### **4. Applicable Laws and Rules 適用法律及該等規則**

- 4.1 All exchange traded options business under the Stock Options Account shall be effected in accordance with all laws, rules and regulatory directions (the “**Rules**”) applying to Orient Securities (Hong Kong), which include the Options Trading Rules, the Options Clearing Rules and the rules of HKSCC; and in particular, SEOCH has authority under the Rules to make adjustments to the terms of the Options Contracts, and Orient Securities (Hong Kong) should notify the Client of any such adjustments which affect the Options Contracts to which the Client is a party, and all actions taken by Orient Securities (Hong Kong), by the SEHK, by the SEOCH or by the HKSCC in accordance with such Rules shall be binding on the Client.

所有在股票期權帳戶進行的交易所交易的期權業務須根據適用於東方證券(香港)之所有法例、規則及監管指示的規定(下稱「**該等規則**」)而進行，當中包括期權交易規則、期權結算規則及中央結算的規則；特別是期權結算公司根據該等規則獲賦權調整期權合約的條款，而東方證券(香港)應知會客戶任何影響客戶身為訂約一方的期權合約的該等調整；以及東方證券(香港)、聯交所、期權結算公司及中央結算根據該等規則採取的所有行動，均對客戶具有約束力。

- 4.2 The Client agrees that the terms of the standard contract for the relevant options series shall apply to each Client Contract between Orient Securities (Hong Kong) and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

客戶同意有關期權系列的標準合約的條款適用於東方證券(香港)與客戶訂立的每份客戶合約，而所有客戶合約須根據該等規則訂立、行使、交收及解除。

#### **5. Margin Requirement and Margin Call 保證金要求及催繳保證金**

- 5.1 In respect of all Options Contracts entered into by Orient Securities (Hong Kong) on behalf of the Client, the Client shall before the relevant Options Contract is entered into or otherwise immediately upon demand provide Orient Securities (Hong Kong) with such Margin together with such guarantees and other security in such form and amount and on such terms as Orient Securities (Hong Kong) may in its sole and absolute discretion require from time to time. Such Margin shall be maintained with Orient Securities (Hong Kong) and the Client shall not withdraw the same until the Options Contract to which it relates has been closed out. Orient Securities (Hong Kong) shall be entitled to refuse to execute any of the Instruction unless the Margin required by Orient Securities (Hong Kong) has been provided to Orient Securities (Hong Kong).

就東方證券(香港)代表客戶訂立的所有期權合約，客戶須於有關合約訂立之前或即時應東方證券(香港)的要求，向東方證券(香港)提供按其不時絕對酌情權所要求的保證金，及符合其規定的某種形式及數額，及符合某些條件的擔保及其他抵押品。該保證金須一直由東方證券(香港)持有，直至有關的期權合約被平倉之後，客戶方可提取該保證金。除非客戶已提供東方證券(香港)所要求的保證金，否則東方證券(香港)有權拒絕執行客戶的任何指示。

- 5.2 The Client agrees to maintain such Margin and shall on demand pay or deliver such additional Margin or variation adjustment by means of cash, securities and/or other assets in such form and amounts and within such time as may be determined by Orient Securities (Hong Kong) to be payable by the Client or by Orient Securities (Hong Kong) on the Client's behalf in respect of such Margin or any other payment in connection with any Options Contracts entered into on

the Client's behalf under these Terms. The amounts required by way of Margin should not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Client's open positions and delivery obligations, and further Margin may be required to reflect changes in market value.

客戶同意維持該等保證金並須應要求以東方證券(香港)決定之形式、金額、時限以現金、證券、及／或其他資產方式，支付或交付額外保證金或變價調整，該等保證金及額外保證金指客戶須支付，或東方證券(香港)代表客戶支付與東方證券(香港)根據本條款代表客戶訂立之任何期權合約相關之保證金或任何其他款項。客戶須要支付保證金之金額應不少於，但可超過根據該等規則規定與客戶未平倉及交付責任相關之金額。此外，客戶可能因應市值變化而需進一步支付保證金。

- 5.3 If Orient Securities (Hong Kong) accepts securities by way of Margin (the “**Margin Securities**”), the Client will on request provide Orient Securities (Hong Kong) with such authority as Orient Securities (Hong Kong) may require under the Rules to authorize Orient Securities (Hong Kong) to deliver such securities, directly or through an options exchange participant, to the SEOCH or the relevant clearing house as collateral resulting from the Instructions to Orient Securities (Hong Kong). In respect of the Margin Securities related to the Options Contracts listed in Hong Kong, Orient Securities (Hong Kong) does not have any further authority from the Client to borrow or lend Client's securities or otherwise part with possession (except to the Client or on the Instructions or consent) of any of the Client's securities for any other purpose.

倘若東方證券(香港)接受證券作為保證金（下稱「**保證金證券**」），則客戶須應東方證券(香港)根據該等規則而作出的要求給予東方證券(香港)適當授權，使其可以直接或透過期權交易所參與者向期權結算公司或相關結算所交付該等證券，作為客戶向東方證券(香港)作出指示之抵押品。就與香港上市期權合約有關的保證金證券而言，東方證券(香港)概無客戶之進一步授權為任何其他目的借入、借出或放棄持有客戶之證券（還予客戶或應客戶指示或客戶同意除外）。

- 5.4 The Client acknowledges and agrees that Orient Securities (Hong Kong) has the right at its discretion without notice to the Client to close out open positions in respect of which any margin calls and demands of variation adjustment are not met in accordance with clause 5.2 above.

東方證券(香港)有酌情權而毋須通知客戶，當客戶未能在上述第 5.2 條所訂明的限期之前繳交催繳保證金及變價調整要求，或未能在作出該等催繳保證金通知或變價調整，將未平倉合約平倉。

- 5.5 Without prejudice to clause 5.25.2 above, Orient Securities (Hong Kong) shall be entitled to revise margin requirements from time to time in its sole and absolute discretion. No previous margin requirements shall establish a precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the Options Contracts affected by such revision.

在不影響上文第 5.25.2 條之情況下，東方證券(香港)有絕對酌情權不時修訂保證金規定。過往之保證金規定概不會構成先例，經修訂之規定一旦訂立，將適用受該等修訂影響之現持有及新增期權合約。

- 5.6 The Client acknowledges and agrees that Orient Securities (Hong Kong) will deduct commissions and various other fees from the Account and that such deductions may affect the amount of equity to be applied against the margin requirements. The Account positions are subject to liquidation and if deduction of commissions, fees or other charges causes the Stock Options Account to have an insufficient balance to satisfy the margin requirements.

客戶確認並同意東方證券(香港)將自有關賬戶扣除佣金及各項其他費用，且該等扣減或會影響用於支付保證金的權益金額。倘扣減佣金、費用或其他開支致令股票期權帳戶沒有充足餘額支付保證金，則帳戶持倉須進行清算。

## **6. Client Default 客戶違約**

- 6.1 If the Client fails to comply with any of the obligations and/or to meet the liabilities under this Agreement including these Terms, including without limitation failure to provide Margin, without prejudice to any other rights Orient Securities (Hong Kong) may have, Orient Securities (Hong Kong) shall have the right to:-

假如客戶未有根據協議（包括本條款）履行本身的任何責任及／或償還任何債務（包括但不限於未有提供保證金），則在不影響東方證券(香港)擁有之任何其他權利的情況下，東方證券(香港)有權：-

- (a) decline to accept further Instructions from the Client in respect of exchange traded options business;  
拒絕接受客戶就在交易所交易的期權業務給予的進一步指示；
- (b) offset, close out and/or cancel some or all of the Options Contracts with Orient Securities (Hong Kong);  
將客戶與東方證券(香港)之間的部分或全部期權合約抵銷、平倉及／或取消；
- (c) enter into any contracts, or into any transactions in Securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which Orient Securities (Hong Kong) is exposed in relation to the Client's failure or default; and/or  
訂立任何合約或進行任何證券、期貨或商品的交易以履行所產生的責任或對沖東方證券(香港)因客戶未有履行責任或因客戶違責而須承擔的風險；及／或
- (d) dispose of any or all of the Margin, and apply the proceeds thereof to discharge the Client's liabilities to Orient Securities (Hong Kong), and any proceeds remaining after discharge of all the Client's liabilities to Orient Securities (Hong Kong) should be paid to the Client.  
處置任何或所有保證金，並將該等處置所得收益清償客戶欠下東方證券(香港)的債務；及將在客戶欠東方證券(香港)的一切債務清償後的任何收益餘款付予客戶。

## **7. Contracts 合約**

- 7.1 The Client agrees that the terms of the Options Contract (including that of the standard contract as defined in the Options Trading Rules) for the relevant options series shall apply to each Options Contract between Orient Securities (Hong Kong) and the Client, and that all Options Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

客戶同意有關期權系列之期權合約（包括期權交易規則所界定的標準合約的條款，將適用與東方證券(香港)及客戶訂立之各份期權合約，並且所有期權合約須依照該等規則予以訂立、行使、結算及撤銷。

- 7.2 in respect of all contracts effected on the Instructions, the Client will pay Orient Securities (Hong Kong) within the time period notified by Orient Securities (Hong Kong), premium, Orient Securities (Hong Kong)'s commission and any other charges, and applicable levies imposed by SEHK, as have been notified to the Client; and Orient Securities (Hong Kong) may deduct such premium, commissions, charges and levies from the Stock Options Account.

就按照指示已執行的所有合約，該名客戶將在東方證券(香港)所通知的期間內，付予東方證券(香港)客戶已獲知會的期權金、東方證券(香港)的佣金及其他費用以及聯交所規定適用的交易徵費；並且東方證券(香港)可從股票期權帳戶中扣除該等期權金、佣金、費用及交易徵費。

- 7.3 Without prejudice to any other rights and remedies available to Orient Securities (Hong Kong), Orient Securities (Hong Kong) may, at its absolute discretion, refuse to carry out any Instruction or place limits on the open positions or delivery obligations that the Client may have or the open positions that may be exercised by the Client at any time.  
於不影響東方證券(香港)之其他權利及補救措施之情況下，東方證券(香港)按其絕對酌情權可拒絕執行客戶之任何指示或隨時就客戶的未平倉持倉或交付責任或就客戶可行使的未平倉持倉訂定限額。
- 7.4 The Client acknowledges that:-  
客戶確認：-
- (a) Orient Securities (Hong Kong) may be required to offset or close out the Options Contract to comply with position limits imposed by the SEHK; and  
東方證券(香港)可能須將期權合約抵銷或平倉以符合聯交所訂定的持倉限額；及
  - (b) if Orient Securities (Hong Kong) goes into default, the default procedures of the SEHK may result in the Options Contract being closed out, or replaced by the Options Contract between the Client and another options exchange participant.  
假如東方證券(香港)違責，聯交所的違責處理程序可能會導致期權合約被平倉，或由另一名期權交易所參與者與客戶所訂立的期權合約所取代。
- 7.5 On exercise of an Options Contract by or against the Client, the Client will perform the Client's delivery obligations under the relevant contract, in accordance with the standard contract and as the Client has been notified by Orient Securities (Hong Kong).  
客戶行使期權合約或期權合約被行使時，客戶將根據標準合約及按照其從東方證券(香港)所獲通知，履行客戶根據有關合約須承擔的交付責任。
- 7.6 The Client acknowledges that, although all Options Contracts are to be executed on SEHK, the Client and Orient Securities (Hong Kong) shall contract as principals under Client Contracts.  
客戶確認雖然所有期權合約均在聯交所執行，客戶及東方證券(香港)在客戶合約中須以當事人身分訂立合約。
- 7.7 At the Client's request, Orient Securities (Hong Kong) may agree to the Options Contract between Orient Securities (Hong Kong) and the Client being replaced, in accordance with the Rules, by the Options Contract between the Client and another options exchange participant.  
如果客戶提出要求，東方證券(香港)可同意根據該等規則，以客戶與另一名期權交易所參與者訂立的期權合約，取代東方證券(香港)與客戶訂立的有關期權合約。
- 7.8 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as Orient Securities (Hong Kong) has notified to the Client from time to time.  
客戶同意按照東方證券(香港)不時通知客戶的息率及其他條款，支付一切未清償逾期欠款的利息（包括客戶被判定應償還債項後所招致的利息）。
- 7.9 If Orient Securities (Hong Kong) fails to meet its obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the investor compensation fund established under the SFO, subject to the terms of the investor compensation fund from time to time.  
假如東方證券(香港)未有依據協議的規定履行對客戶的責任，客戶有權向根據證券及期貨條例設立的投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。

- 7.10 On the expiry day but only on the expiry day, the options system will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time.  
在有關到期日（但亦只限於有關到期日當日），期權系統將就價內值百分比相等於或高於期權結算公司不時釐定的標準的所有價內期權長倉未平倉合約，自動產生行使指示。
- 7.11 The client may instruct Orient Securities (Hong Kong) to override an “automatically generated exercise instruction” referred to in clause 7.10 above before the system closure on the expiry day according to the Operational Clearing Procedures.  
客戶可指示東方證券(香港)按照《結算運作程序》，在有關到期日系統終止前，取消上述第 7.10 條提述的“自動產生行使指示”。

## **8. General Rules 一般規則**

- 8.1 Orient Securities (Hong Kong) agrees to provide the Client, upon request, with the product specifications for Options Contracts and any prospectus or other offering document covering such Options Contracts.  
東方證券(香港)同意在客戶要求下向客戶提供期權合約的產品細則及該等期權合約的發行章程或其他發售文件。
- 8.2 Orient Securities (Hong Kong) will notify the Client of material changes in respect of the Orient Securities (Hong Kong)’s business which may affect the services Orient Securities (Hong Kong) provide to the Client.  
東方證券(香港)的業務如果出現重大變化，因而可能會影響到東方證券(香港)向客戶所提供的服務，東方證券(香港)將就此知會客戶。
- 8.3 The Client acknowledges that Orient Securities (Hong Kong) has provided to the Client the category of options exchange participantship under which it is registered and the full name and contact details of the options officer or options representative who will be primarily responsible for the Client’s affair.  
客戶確認東方證券(香港)已述明其獲註冊列入的期權交易所參與者的資格類別，並已提供主要負責客戶的事務的期權主任或期權代表的全名及聯絡詳情。
- 8.4 If the Client is acting as intermediary for its underlying clients, and Orient Securities (Hong Kong) does not know the identity and contact details of the underlying clients for whom the transaction was effected, the Client acknowledges the following:  
如果客戶為某些指定客戶的中介人，而東方證券（香港）並不知道進行交易的指定客戶的身份及聯繫詳情，客戶確認：
- (a) that it shall entitle Orient Securities (Hong Kong) to obtain such information from the Client immediately upon request or to require the Client to provide such information immediately on request direct to the Exchange and/or the SFC; and  
授權東方證券（香港）可應要求即時向客戶索取該等資料或要求客戶即時直接向交易所及／或證監會提供資料；及
  - (b) to provide such information to Orient Securities (Hong Kong) (in which case Orient Securities (Hong Kong) shall provide the information to the Exchange and/or the SFC as soon as received from the Client) or promptly request the Client to provide such information direct to the Exchange and/or the SFC.  
向東方證券（香港）提供該等資料（在此情況下，東方證券（香港）須在收到



客戶提供的資料後即時向交易所及/或證監會提供有關資料) 或立即要求客戶直接向交易所及/或證監會提供該等資料。

## PART IX – TERMS AND CONDITIONS FOR CUSTODIAN SERVICE

### 第九部份 – 託管服務的條款及細則

These Terms should be read in conjunction with Part II of this Agreement- General Terms and Conditions. In the event of any difference between those provisions and these Terms, these Terms shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Services 服務

- 1.1 All Securities from time to time delivered to or collected by Orient Securities (Hong Kong) for the Client shall be held by Orient Securities (Hong Kong) for the Client, either directly or through the custodian services provided by its agents/nominees.

東方證券(香港)代表客戶不時收到的所有證券均由東方證券(香港)直接或通過其代理／代名人提供的託管服務為客戶持有。

- 1.2 Such Securities may be treated by Orient Securities (Hong Kong) as fungible and may be pooled together with the Securities of Orient Securities (Hong Kong)'s other clients and that at any time Orient Securities (Hong Kong) may at its sole and absolute discretion allocate specific Securities to the Client, which allocation shall be conclusive and binding on the Client. If for any reason whatsoever, all or any part of the Securities of a particular class, company, or denomination deposited by the Client with Orient Securities (Hong Kong) and pooled by Orient Securities (Hong Kong) together with the Securities of Orient Securities (Hong Kong)'s other clients are lost or otherwise become unavailable for delivery, the reduction in the quantity or amount of such Securities shall be shared on a pro rata basis between the Client and all other relevant clients of Orient Securities (Hong Kong).

東方證券(香港)可以將該等證券視為可以互換的證券，並與東方證券(香港)其他客戶的證券合併，並且東方證券(香港)可以在任何時候按其自主及絕對酌情權決定將特定證券分配給客戶，該分配為最終分配，對客戶具有約束力。如果客戶委託東方證券(香港)保管並被東方證券(香港)與其他客戶的證券合併的任何特定類別、公司或面額的證券因任何原因全部或部分遺失或變得不可交付，客戶及東方證券(香港)的其他相關客戶應按比例分擔該等證券減少的數量或金額。

- 1.3 Such Securities shall be deposited with Orient Securities (Hong Kong) at the sole risk of the Client and Orient Securities (Hong Kong) will not be responsible or held liable for any loss or damage suffered by the Client unless such loss or damage has been caused as a direct consequence of gross negligence, wilful default or fraud on the part of Orient Securities (Hong Kong) in the performance of its duties hereunder but not otherwise.

存放於東方證券(香港)的證券的風險由客戶獨自承擔，且東方證券(香港)將不會對客戶所遭受的任何損失和損害承擔責任或義務，除非這類損失及損害是因東方證券(香港)履行本條款項下義務的過程中的疏忽、故意違約或欺詐行為直接導致的。

#### 2. Authorization 授權

- 2.1 For the Securities registered in the name of Orient Securities Nominee, Orient Securities (Hong Kong) is authorized to do or cause to be done all or any of the following at the cost and expense of the Client:-

對於登記在東方證券代理人名下的證券，客戶授權東方證券(香港)執行或安排執行下列所有或任何事宜，因此而產生的支出及費用由客戶承擔：-

- (a) to collect on behalf of the Client dividends, interest and other payments of income or capital in respect of such Securities and to credit the same after deduction of all

fees, costs and expenses incurred therewith rounded up or down in such manner as Orient Securities (Hong Kong) may reasonably think fit into the Account;

代表客戶收取與該等證券有關的股息、利息及其他收入或資金，並在扣除因此而產生的所有收費、支出及費用後，將餘額（由東方證券(香港)以其任何合適的方式向上或向下取整數）記入有關賬戶的貸方；

- (b) to take such action at the cost and expense of the Client when Orient Securities (Hong Kong) deems appropriate to effect the collection referred to in clause 2.1(a) above;  
採取東方證券(香港)認為對於完成以上第 2.1(a)條款所述收賬合適的行動，因此而產生的支出費用由客戶承擔；
- (c) to surrender any of such Securities against receipt of the monies payable at maturity or on redemption if called prior to maturity, provided that when the Securities are called for redemption prior to maturity, Orient Securities (Hong Kong) shall have no duty or responsibility to present or cause to be presented the relevant Securities for redemption, unless, after the call is made, the Client requests Orient Securities (Hong Kong) in writing so to do;  
在到期或贖回（如果在到期前兌回）時收到應付款項的情況下，交還任何該等證券，但是如果在到期前要求贖回證券，除非在提出兌回後，客戶以書面形式要求東方證券(香港)提交相關證券以便贖回，否則東方證券(香港)沒有義務或責任提交或安排提交相關證券；
- (d) where monies are payable in respect of any of such Securities in more than one currency, to collect them in the currency of the Account or such currency as Orient Securities (Hong Kong) may determine in its sole and absolute discretion;  
與任何該等證券有關的應付款項以不止一種貨幣計價的，以有關賬戶的貨幣或東方證券(香港)按其自主及絕對酌情權決定的其他貨幣收取該等款項；
- (e) if required by any Applicable Laws to complete and deliver on behalf of the Client as owner thereof any ownership certificates, declaration or information in connection with such Securities;  
依照任何適用法律的要求，代表客戶（作為該等證券的所有人）填寫及提交與之相關的任何所有權證書、聲明書或資訊；
- (f) in Orient Securities (Hong Kong)'s sole and absolute discretion, to comply with the provisions of any Applicable Laws which purport to impose on a holder of any of such Securities a duty to take or refrain from taking any action in connection with any of such Securities or any payments or distributions or monies payable in respect of any of such Securities;  
由東方證券(香港)按其自主及絕對酌情權決定遵守意在使任何該等證券的持有人有義務採取或不採取與任何該等證券或與之相關的任何款項、分配或應付款項有關的任何行動的任何適用法律的規定；
- (g) to exchange any of such Securities in interim or temporary form for the Securities in definitive form;  
將臨時形式的任何該等證券轉換為明確形式的證券；
- (h) in Orient Securities (Hong Kong)'s sole and absolute discretion, to sell or dispose of fractional shares to which the Client may be entitled for Orient Securities (Hong Kong)'s own account and benefit absolutely.  
由東方證券(香港)按其自主及絕對酌情權決定的為東方證券(香港)自身利益

出售或處置客戶享有所有權的碎股。

### 3. **Liability 責任**

- 3.1 Whether securities are registered in the name of Orient Securities (Hong Kong) or Orient Securities Nominees, neither Orient Securities (Hong Kong) nor Orient Securities Nominee shall be obliged to forward to the Client any notices, proxies, prospectuses, offering memoranda, annual reports, or other documents or communications in respect of such Securities. The Client acknowledges that if the securities are registered in the name of Orient Securities Nominee, the securities will be held by the Orient Securities Nominee on its standard terms and conditions as may from time to time be in force. Orient Securities (Hong Kong) or Orient Securities Nominee may only be able to execute one of the options of corporate action for all Client due to operational considerations and restrictions, Clients agree that unless Orient Securities (Hong Kong) or Orient Securities Nominee commit fraud or willful default, Orient Securities (Hong Kong) or Orient Securities Nominee will not be responsible for only providing part of or one of the corporate action options. Notwithstanding the aforesaid, if Orient Securities (Hong Kong) or Orient Securities Nominee at its sole and absolute discretion determines that any action is required in respect of such Securities and the Client cannot be contacted or fails to give Orient Securities (Hong Kong) punctual, adequate, valid and executable Instructions for such action, the Client hereby authorizes Orient Securities (Hong Kong) or Orient Securities Nominee to act on his behalf at its sole and absolute discretion as it thinks fit, including without limitation, exercising any voting rights in respect of such Securities, electing and receiving on behalf of the Client cash dividend or scrip dividend, elect cash option or convert existing shares to new shares, etc., and Orient Securities (Hong Kong) and Orient Securities Nominee shall not be liable, in the absence of fraud or wilful default, for such action it may take. The Client undertakes to indemnify Orient Securities (Hong Kong) and Orient Securities Nominee against all costs, charges and expenses that may be incurred by them in respect of the Securities held by them for safe-keeping on the Client's behalf.

無論證券是以東方證券(香港)或是東方證券代理人的名義登記，東方證券(香港)或東方證券代理人均沒有義務將與該等證券有關的任何通知、委託書、招股說明書、發行備忘錄、年報或其他文件或通信轉交客戶。倘證券以東方證券代理人的名義登記，客戶承認此等證券是按東方證券代理人不時生效的標準條款及條件持有。東方證券或是東方證券代理人亦可能因營運考慮及限制而只會為客戶統一執行公司行動中的其中一個選項，客戶同意除非東方證券(香港)或東方證券代理人有欺詐或蓄意違責行為，否則毋須對只能提供部份或單一公司行動選項負責。儘管有上述規定，如果東方證券(香港)或東方證券代理人按其自主及絕對酌情權決定需要採取與該等證券有關的任何行動，但是無法聯繫客戶或者客戶未向東方證券(香港)發出有關該行動的及時、恰當、有效、可執行的指示，則客戶特此授權東方證券(香港)或東方證券代理人按其自主及絕對酌情權認為合適的方式代表客戶行事，包括但不限於行使與該等證券有關的表決權、代表客戶選擇及接收現金股息或以股代息、行使現金選擇權或以新股換取現有證券等，並且除非存在欺詐或故意違約行為，東方證券(香港)或東方證券代理人毋需為其採取的該等行動承擔責任。客戶承諾賠償東方證券(香港)及東方證券代理人因其為客戶保管的證券而衍生的所有支出、收費和費用。

- 3.2 Neither Orient Securities (Hong Kong) nor Orient Securities Nominee shall have any duty or responsibility in respect of any proxy, corporate action information (including elect dividend or scrip dividend, elect cash option or convert existing shares to new shares, etc.) or other document received by it or its agent in respect of the Securities or to send any proxy, corporate action information (including elect dividend or scrip dividend, elect cash option or convert existing shares to new shares, etc.) or other document or to give any notice of receipt of the same to the Client. Orient Securities (Hong Kong) and Orient Securities Nominee are authorized to act at its sole and absolute discretion as it thinks fit.

東方證券(香港)或東方證券代理人均無需為其或其代理人收到的、與證券有關的任何委託書、有關公司行動的資料(包括選擇股息或以股代息、行使現金選擇權或以新股換取現有證券等)或其他文件承擔任何義務或責任，也沒有義務或責任將任何委託書、有關公司行動的資料(包括選擇股息或以股代息、行使現金選擇權或以新股換取現有證券等)或其他文件發送給客戶或向客戶發出收到任何委託書、有關公司行動的資料(包括選擇股息或以股代息、行使現金選擇權或以新股換取現有證券等)或其他文件的通知。東方證券(香港)及東方證券代理人獲授權按其自主及絕對酌情權採取認為合適的行動。

- 3.3 The Securities returned to the Client need not be the original Securities received from the Client, so long as the Securities returned are of the same class, denomination and nominal amount and rank pari passu with those accepted by Orient Securities (Hong Kong), subject always to any reorganization, share exchange or similar event which may have occurred. Orient Securities (Hong Kong) shall have no duty to inform the Client of the serial numbers of Securities held in custody for the Client's account.

向客戶交還的證券不必是從客戶處收取的原先的證券，只要所退還證券的類別、面額及順位與東方證券(香港)所收到的證券相同即可，發生任何重組、股份轉換或類似事件除外。東方證券(香港)沒有義務將其為客戶保管的證券的編號告知客戶。

#### 4. **Withdrawal 提取**

- 4.1 The Client must give reasonable prior written notice to Orient Securities (Hong Kong) to withdraw any or all of the Securities provided always that:-

客戶提取任何或全部證券，必須合理地提前書面通知東方證券(香港)，並且必須符合下列條件：-

- (a) such Securities may not be withdrawn when they are being processed for, transfer to and registration in the name of Orient Securities (Hong Kong) or a custodial agent;  
該等證券在進行過戶給東方證券(香港)或任何託管代理人或登記在東方證券(香港)或任何託管代理人名下的處理期間不得提取；
- (b) withdrawal of any class of the Securities shall be in multiples of its lowest denomination (whether in board lots or otherwise) and shall be effected at such place as Orient Securities (Hong Kong) may direct;  
所提取的任何類別的證券數量必須是最小單位（不論是否為買賣單位）的整數倍，並在東方證券(香港)指定的地點提取；
- (c) the Client is not indebted to Orient Securities (Hong Kong);  
客戶不欠東方證券(香港)任何債務；
- (d) Orient Securities (Hong Kong)'s obligation to re-deliver the scrips and/or documents upon withdrawal of the relevant Securities shall be subject to Orient Securities (Hong Kong)'s receipt of such scrips and/or documents from the relevant Orient Securities Nominee or person with whom Orient Securities (Hong Kong) has deposited the relevant Securities; and  
東方證券(香港)在該等證券提取時交還憑證及／或文件的義務須以東方證券(香港)從其委託保管該等證券的相關東方證券代理人或其他人士處收到該等憑證及／或文件為前提；及
- (e) the Client shall not be entitled to withdraw such Securities which he has agreed not to do so.

客戶無權提取其已同意不提取的該等證券。

## PART X - TERMS AND CONDITIONS FOR ELECTRONIC TRADING SERVICES

### 第十部份 – 電子交易服務的條款及細則

The provisions in these Terms shall apply when the Client agrees that the Account is to be operated through the Electronic Trading Service by the Client or the Authorized Person for the purpose of and in connection with the sale and purchase of the Securities, and are in addition to other provisions of this Agreement.

本條款之所有條文僅適用於當客戶同意由客戶或獲授權人就證券買賣及相關事宜通過電子交易服務運作有關賬戶。本條款補充於協議的其他條文。

The Electronic Trading Service is subject to this Agreement and these Terms.

電子交易服務須受協議及本條款所規管。

These Terms should be read in conjunction with Part II of this Agreement- General Terms and Conditions. In the event of any difference between those provisions and these Terms, these Terms shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I shall, where applicable, have the same meanings when used herein.

在本條款中，除另有定義或文意另有所指外，第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:-

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：-

“Access Code” 「進入密碼」	means the Password and the User Name. 指密碼及帳號。
-------------------------	--

“Device” 「裝置」	means any smart phone, computer, laptop, tablet or any other device which has similar function and has access to the internet. 指任何智能手機、電腦、筆記型電腦、平板電腦或任何其他具有類似功能並可接入互聯網的裝置。
------------------	---

“Electronic Trading Service” 「電子交易服務」	means any facility and service (including without limitation those relating to dealing services, information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by Orient Securities (Hong Kong) or Orient Securities (Hong Kong)’s contractor or agent or service provider from time to time under these Terms which enables the Client to give Instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of Securities or other information through any electronic media. 指由東方證券(香港)或東方證券(香港)的承辦商或代理人不時根據本條款提供的任何設施及服務(包括但不限於交易服務、資訊服務、電子郵件服務，以及前者有關的軟件)，使客戶可透過任何電子媒介就有關賬戶的任何有關交易發出指示或獲取證券的報價或其他資訊。
--	---

<b>“Electronic Trading Policy”</b> <b>「電子交易政策」</b>	means the policy relating to the operation of the Electronic Trading Service as amended from time to time. 指有關電子交易服務運作不時修訂的政策。
<b>“Market Data”</b> <b>「市場資訊」</b>	means any market data including without limitation, exchange rate, interest rate, dealing rate and other prices and information provided by either Orient Securities (Hong Kong) or any third party. 指由東方證券(香港)或任何第三方提供的市場資訊，包括但不限於兌換率、利率、買賣報價或其他價格及資料。
<b>“Password”</b> <b>「密碼」</b>	means the Client’s personal password used in conjunction with the User Name to gain access to the Electronic Trading Service. 指客戶與帳號一併使用的個人密碼，據之可進入電子交易服務。
<b>“these Terms”</b> <b>「本條款」</b>	means all the terms and conditions in this Part X headed “Terms and Conditions for Electronic Trading Services” as from time to time amended and supplemented. 指本第十部份題為「電子交易服務的條款及細則」中的所有條款及細則（以不時經修訂及補充的版本為準）。
<b>“User Name”</b> <b>「帳號」</b>	means the Client's personal identification used in conjunction with the Password to gain access to the Electronic Trading Service and other services offered by Orient Securities (Hong Kong). 指客戶與密碼一併使用的個人身份，據之可進入電子買賣服務，以及其他由東方證券(香港)提供的其他電子交易服務服務。

- 1.3 Where it is necessary for the true construction or interpretation of any provision of this Agreement, all references to “Account” in Part I of this Agreement shall be construed as references to include the electronic trading account with Orient Securities (Hong Kong) operated through the Electronic Trading Service.  
如需就協議任何條文進行真實解釋或釋義，協議第一部份提述「有關賬戶」之處，須解釋為包括客戶在東方證券(香港)開立的電子交易帳戶，經由電子交易服務運作。

- 1.4 In the event of a personal Client, the Electronic Trading Service is for the Client’s sole and exclusive use. In the event of a non-personal Client, the Electronic Trading Service shall only be used by the Authorized Person and not any other person. In these Terms, all references to “the Client” shall include the Authorized Person, where applicable.  
倘若客戶屬個人客戶，電子交易服務僅供客戶專屬使用。倘若客戶屬非個人客戶，電子交易服務僅供獲授權人士使用，任何其他人士概無權使用。本條款內凡提述「客戶」之處，須解釋為包括獲授權人(如適用)。

## 2. **Terms for Electronic Trading Service 電子交易服務的條款**

- 2.1 The Client understands that the Electronic Trading Service is semi-automated facility which enables the Client to send electronic Instruction and receive information services.  
客戶瞭解，電子交易服務為一半自動設施，讓客戶發出電子指示，並接收信息服務。
- 2.2 The Client agrees to use the Electronic Trading Service and any additional services in



accordance with these Terms in addition to this Agreement.

客戶同意必須遵照本條款及協議以使用電子交易服務及額外服務。

- 2.3 The Client shall be the only authorized user of the Electronic Trading Service under the Account. The Client understands and acknowledges that the Electronic Trading Service relies on the Access Code to authenticate the Client as the authorized user for the Account. The Client shall be responsible for the confidentiality and use of the Access Code. The Client acknowledges and agrees that, the Client shall be solely responsible for all Instructions entered through the Electronic Trading Service using the Access Code and neither Orient Securities (Hong Kong) nor directors, officers or employees of Orient Securities (Hong Kong), shall have any liability to the Client or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instruction.
- 客戶為有關賬戶項下電子交易服務的唯一獲授權使用者。客戶明白及同意，電子交易服務依賴進入密碼來認證客戶為有關賬戶的授權用戶。客戶需對進入密碼的保密及使用承擔責任。客戶承認及同意，客戶需就使用進入密碼輸入電子交易服務的所有指示負責，而東方證券(香港)或東方證券(香港)的董事、高級職員或僱員概毋須對客戶、或經由客戶提出申索的任何其他人士（就任何有關處理、錯誤處理或遺失任何指示）的申索承擔任何責任。
- 2.4 The Client acknowledges that the Electronic Trading Service is proprietary to Orient Securities (Hong Kong). The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse, engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Trading Service. The Client acknowledges that Orient Securities (Hong Kong) may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if Orient Securities (Hong Kong) at any time reasonably suspects that Client has breached the same. The Client undertakes to notify Orient Securities (Hong Kong) immediately if the Client becomes aware of any of the actions described above in this clause is being perpetrated by any other person.
- 客戶承認，電子交易服務的所有人權益屬東方證券(香港)。客戶保證及承諾，客戶不會（亦不會嘗試）干擾、修改、拆解、易轉、操縱或以其他方式修改（且亦不會嘗試未獲授權進入）電子交易服務的任何部份。客戶承認，若客戶在任何時候違反是項保證及承諾，或東方證券(香港)在任何時候合理懷疑客戶違反是項保證及承諾，則東方證券(香港)可向客戶採取法律行動。客戶承諾，若客戶知悉任何人士干犯本條上文所述任何行動，則客戶須即時通知東方證券(香港)。
- 2.5 The Client further acknowledges and agrees that, as a condition precedent of using the Electronic Trading Service to give Instructions, the Client shall immediately notify Orient Securities (Hong Kong) if:-
- 客戶進一步承認及同意，作為使用電子交易服務發出指示的先決條件，若有下列情況，客戶需即時通知東方證券(香港)：-
- (a) an Instruction in respect of the Account has been placed through the Electronic Trading Service and Client has not received an order number;  
有關賬戶的指示已經由電子交易服務作出，而客戶未收到命令編號；
  - (b) an Instruction in respect of the Account has been placed through the Electronic Trading Service and Client has not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means);  
有關賬戶的指示已經由電子交易服務作出，而客戶未收到對指示或其執行的準確認收（不論經書面、電子或口頭途徑）；

- (c) 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; or  
客戶收到交易指示的認收（不論經書面、電子或口頭），但交易指示並非客戶作出，或其他類似的不一致情況；或
- (d) the Client becomes aware of any unauthorized use of the User Name or Password.  
客戶知悉帳號或密碼的任何未經授權使用。

2.6 The Client understands that Orient Securities (Hong Kong) shall prepare the Electronic Trading Policy setting out the operation policy and procedures of the Electronic Trading Service applicable at any time which shall be available at the internet trade website. The terms of the Electronic Trading Policy shall be binding on the Client in respect of the Client's use of the Electronic Trading Service. In the event of inconsistencies between these Terms and the Electronic Trading Policy, these Terms shall prevail.

客戶明白，東方證券(香港)擬備電子交易政策，列出電子交易政策及程序。該政策可經由網址取得，在任何時間均適用。該政策的條款，對客戶對使用電子交易服務具約束力。若本條款與電子交易政策不一致，以本條款為準。

2.7 Any Market Data provided by Orient Securities (Hong Kong) or third party on the internet site(s) or otherwise is for reference only and is not binding. Any Market Data offered by Orient Securities (Hong Kong) or third party for the purpose of the relevant Transaction shall be binding on the Client upon his acceptance irrespective of any different Market Data quoted by Orient Securities (Hong Kong) or such third party. The Client acknowledges and agrees that Orient Securities (Hong Kong) shall not be responsible to the Client for any losses, costs, expenses, damages or claims which the Client may suffer as a result of or in connection with any aspect of the quote service including the Client's reliance on such service.

東方證券(香港)或第三方透過互聯網網站或其他媒介提供之任何市場資訊僅供參考之用，並不對東方證券(香港)具任何約束力。儘管東方證券(香港)或第三方曾提供不同之市場資訊，客戶及（如適用）獲授權人士一經接納東方證券(香港)或該第三方就有關交易而提供之任何市場資訊，即對客戶具有約束力。客戶承認及同意，對客戶在任何方面因報價服務或因客戶依賴該服務而發生或與之有關的任何損失、費用、支出、損害賠償或申索東方證券(香港)概毋須承擔責任。

2.8 The Client is deemed to have agreed with the terms under the agreements signed between Orient Securities (Hong Kong) and any third party market data provider (the “**Third Party Agreements**”).

客戶被視作同意東方證券(香港)與任何第三方市場資訊提供者簽署的協議(下稱「**第三方協議**」)項下之條款。

2.9 The Client agrees that he will not:

客戶同意不會：

- (a) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit Market Data or any part thereof in any manner without prior written consent of Orient Securities (Hong Kong) and the relevant third party;  
在未獲得東方證券(香港)和相關第三方的書面同意之前，以任何方式複製、再傳送、傳播、出售、分發、出版、廣播、傳閱或商業利用市場資訊或其任何的部份；

- (b) use the Market Data or any part thereof for any unlawful purposes;  
將市場資訊或其任何的部份用於任何非法目的；
- (c) use the Market Data or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a dealing platform or dealing service for trading Securities, Futures Contract (as defined in Part XI of this Agreement) and other investment products;  
將市場資訊或其中的任何部份用於建立、維持或提供，或用於協助建立、維持或提供一個買賣證券、期貨合約（定義見協議第十一部份）及其他投資產品的交易平台或交易服務；
- (d) disseminate the Market Data or any part thereof to any other person.  
向其他人傳播市場資訊或其中的任何部份。

2.10 The Client understands that the Electronic Trading Service may provide, for informational purpose only, about securities published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant securities or investment. The Client understands that whilst Orient Securities (Hong Kong) believes such data to be reliable, there is no independent basis for Orient Securities (Hong Kong) to verify or contradict the accuracy or completeness of the information provided by third parties.

客戶明白，就提供資訊而言，電子交易服務只提供由第三方刊發的證券資料。因市場波動及資料傳送過程的延誤，該等資料可能並非有關證券或投資的實時市場報價。客戶明白，雖然東方證券(香港)相信該等資料可靠，但沒有獨立基準可茲證實（或否定）所提供資料的準確及完整性。

2.11 The Client understands that no recommendation or endorsement from Orient Securities (Hong Kong) shall be inferred from the data provided with respect to any securities or investment.

客戶明白，不應從所提供的任何證券或投資資料而推斷東方證券(香港)作出任何推薦或認可。

2.12 The Client understands that information provided in the Electronic Trading Service is provided on an “as is” and “as available” basis and Orient Securities (Hong Kong) does not guarantee the timelessness, sequence, accuracy, adequacy or completeness of such information. Orient Securities (Hong Kong) gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for particular use) with respect to such information.

客戶明白，在電子交易服務中提供的資料，以「現狀」及「可提供」基準提供，東方證券(香港)並不保證該等資料的時候、順序、準確性、足夠性或完整性。東方證券(香港)沒有就該等資料作出明示或默示保證（包括但不限於可商售性或就某一用途的適合性而作出的保證）。

2.13 The Client accepts the risks of receiving or gaining access to Electronic Trading Service through and communicating and conducting transactions over the internet or other electronic means or facilities.

客戶接受經由互聯網或其他電子方法或設施接受或取得電子交易服務及經由互聯網或其他電子設備或設施溝通或進行交易所帶來的風險。

2.14 The Client accepts that regardless of any breach of conditions in these Terms, Orient Securities (Hong Kong) may at any time, at its own discretion and without prior notice to the Client, suspend, prohibit or restrict the Client's ability to give instruction by using the

Electronic Trading Service.

客戶接納，不論本條款的條件有任何違反，東方證券(香港)或可隨時酌情且在毋須給予客戶事先通知下，暫停、禁止或限制客戶利用電子交易服務發出指示的能力。

### **3. The Account 有關賬戶**

- 3.1 The Client acknowledges that, Client may only access the Account through the internet and the Client agrees that should the Client experiences any problem in reaching Orient Securities (Hong Kong) through the internet, the Client shall attempt to use alternative methods to communicate with Orient Securities (Hong Kong) and inform Orient Securities (Hong Kong) of the difficulty the Client is experiencing.

客戶承認，客戶只可經由互聯網進入有關賬戶，且客戶承認，若客戶在經由互聯網接觸東方證券(香港)時有任何困難，客戶需嘗試使用其他方法與東方證券(香港)溝通，並把所遇困難知會東方證券(香港)。

- 3.2 When opening the Account, the Client shall state in the Account Opening Form the amount of the initial deposit of funds in the Account is to be used with the Electronic Trading Service. Such amount shall be paid to Orient Securities (Hong Kong)'s offices or bank account either by cheque, bankers draft or telegraphic transfer. The Client acknowledges that the Access Code shall not be provided to the Client until cleared funds in the amount stated on the Account Opening Form have been received by Orient Securities (Hong Kong). 在開立有關賬戶時，客戶需在開戶表格上寫明通過電子交易服務操作有關賬戶而存入的首筆存款金額。該金額可由客戶親自以支票、銀行本票存入或以電傳存入東方證券(香港)的辦事處或銀行帳戶。客戶承認東方證券(香港)收到開戶表格上所載有效款項後，方會把進入密碼提供予客戶。

### **4. Registered Devices 已註冊裝置**

- 4.1 The Client agrees and understands that the Client can register with Orient Securities (Hong Kong) up to three (3) Devices for the purposes of using the Electronic Trading Service. The Client further acknowledges that Orient Securities (Hong Kong) shall only accept the Instruction via any one of the registered Devices to conduct the Transaction at any given time.

客戶同意並理解，為使用電子交易服務，客戶最多可在東方證券(香港)註冊三(3)個裝置。客戶進一步確認，於任何特定時間，東方證券(香港)將只接受通過任何一個註冊裝置所發出的指示進行交易。

- 4.2 The Client acknowledges and understands that any Instruction given by the Client via any one of the registered Devices shall be binding on the Client and that the Instruction may not be cancelled after it has been given.

客戶同意及明白，客戶通過任何一個註冊裝置發出的任何指示對客戶具有約束力，且發出指示後可能不能取消。

### **5. Instructions - Dealings through in the Electronic Trading Service 指示 – 經電子交易服務進行交易**

- 5.1 Orient Securities (Hong Kong) shall not be responsible for delays in the transmission, receipt or execution of Instructions due to either transmission of communication facilities, or unreliable medium of communication or to any other cause beyond Orient Securities (Hong Kong)'s control or anticipation.

如因故障、通訊設施傳送失敗、或通訊媒體不可靠或並非東方證券(香港)所能控制或預期的原因，以致在傳送、收取或執行指示上出現延誤，東方證券(香港)毋須承擔責任。

- 5.2 The Client understands that each participating securities exchange or association asserts a proprietary interest in all of the Market Data it furnishes to the parties who disseminate such data. The Client also understands that no party guarantees the timeliness, sequence, accuracy or completeness of Market Data or any other market information. Neither Orient Securities (Hong Kong) nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any negligent act of Orient Securities (Hong Kong) or any disseminating party, or to any force majeure event, or any other cause beyond Orient Securities (Hong Kong)'s control or the reasonable control of any disseminating party. The Client shall use stock quotation for the Client's individual use only and shall not furnish such data to any other person or entity for any reason.

客戶明白，向傳播市場資訊的各方提供市場資訊的每一參與證券交易所或組織，對其提供的全部資料申張財產權益。客戶亦明白，任何方概不保證市場資訊或任何其他市場信息的時效、序列、準確或完整性。任何損失或損害，若因下列原因或由其產生，東方證券(香港)或任何傳播方概毋須承擔任何責任：任何該等資料、資訊或信息不準確、錯誤、延誤或遺漏；或該等資料、資訊或信息傳送或交付時的任何不準確、錯誤、延誤遺漏；或任何該等資料、資訊或信息因東方證券(香港)或任何傳播方的疏忽行為以致無法履行或提供；或任何不可抗力事件；或任何其他非東方證券(香港)所能控制或任何傳播方所能合理控制的其他原因。客戶只會把股票報價用於自身用途，不會因任何原因向任何其他人士或實體提供該等資料。

- 5.3 The Client acknowledges that the internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond Orient Securities (Hong Kong)'s control. The Client acknowledges that, as a result of such unreliability, there may be delays in the transmission and receipt of Instruction and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. The Client further acknowledges and agrees that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client. The Client acknowledges and agrees that Instruction may not be cancelled after it has been given.

客戶承認，因無法預料的通訊擠塞及其他原因，互聯網是存有內在不可靠的通訊媒體，而該不可靠性非東方證券(香港)所能控制，客戶承認，因該不可靠性，在傳播及接收指示及其他資料時可能有延誤，以致執行指示的延誤及／或執行指示的價格與發出指示時的價格不同。客戶進一步承認及同意，任何通訊均有誤解或錯誤的風險，而該等風險需絕對由客戶承擔。客戶承認及同意，指示一經發出，則有可能不可取消。

- 5.4 To the fullest extent permitted by the Applicable Laws, unless due to Orient Securities (Hong Kong)'s gross negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), Orient Securities (Hong Kong) shall not assume any liability or responsibility to the Client or any other person for the consequences arising from or in connection with:-

於適用法律容許的最大範圍內，除非由於公司之嚴重疏忽或故意失責所引致，並僅由由此直接引起的直接及可合理預見的損失及損害（如有）或相關交易的金額（以

較少者為準)為限,公司概不會就由以下所引致之後果,而向客戶或任何其他人士承擔任何法律責任或責任:-

- (a) the use of the Electronic Trading Service and/or access to any information as a result of such use by the Client or any other person whether authorized or not;  
由客戶(倘若屬非個人客戶,則獲授權人士)或任何其他不論是否獲授權之人士使用電子交易服務及/或取得任何資料;
- (b) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Electronic Trading Service, in transmitting instructions or information relating to the Electronic Trading Service or in connection with the internet site(s) caused by any acts, omissions or circumstances beyond Orient Securities (Hong Kong)'s reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, computer hacking, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes of conduct, directions, regulatory guidelines or government order (whether or not having the force of law); and  
在提供電子交易服務、傳送與電子交易服務有關之指示或資料或與互聯網網站連線時因任何行為、遺漏或公司所能合理控制範圍以外之情況,包括但不限於通訊網路失靈、提供服務之第三者之作為或不作為、電腦被黑客入侵和機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、規例、守則、指令、監管指引或政府命令(不論是否具法律效力)而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障;及
- (c) transmission and/or storage of any information and/or data relating to the Client, the Electronic Trading Service and/or Transactions or dealings conducted by the Client pursuant to the Electronic Trading Service through or in any system, equipment or instrument of any communication network provider.  
透過任何通訊網路供應商之系統、設備或儀器傳送及/或儲存任何與客戶及或獲授權人士依據電子交易服務進行服務及/或有關交易或買賣有關之資料及/或數據。

## **6. Instructions Outside Hong Kong 境外指示**

- 6.1 If the Client gives any Instruction to Orient Securities (Hong Kong) outside Hong Kong, the Client agrees to ensure and represent that such Instruction will have been given in compliance with the Applicable Laws, and the Client further agrees that, he shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect to any Instruction given outside Hong Kong, and the Client agrees to pay such taxes or charges as required.

若客戶在香港以外地方向東方證券(香港)發出指示,客戶同意確保及聲明,該等指示嚴格遵守該等指示發出的適用法律。客戶進一步同意,客戶有疑問時會諮詢相關司法轄區的法律顧問。客戶接受在香港以外地區發出的指示,可能需向相關當局支付稅費,客戶同意支付該等適用稅費。客戶同意,按要求彌償東方證券(香港)因客戶在香港以外地區發出指示而發生的任何損害、損失、費用、法律程序、要求或申索。

## PART XI –TERMS AND CONDITIONS OF FUTURES AND OPTIONS TRADING

### 第十一部份 – 期貨及期權交易的條款及細則

These Terms apply to the Service to be provided to the Client within the office hours as determined by Orient Futures (Hong Kong) from time to time in its absolute discretion.

本條款適用於在東方期貨(香港)以其絕對酌情不時決定的營業時間中向客戶提供的有關服務。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I shall, where applicable, have the same meanings when used herein.

在本條款中，除另有定義或文意另有所指外，第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

“Chief Executive”  
「行政總裁」 means the chief executive from time to time appointed by the board of directors of HKFE.  
指期交所董事局不時委任的行政總裁。

“Clearing House Rules”  
「結算所規則」 means the rules and regulations of the Clearing House, as amended from time to time.  
指結算所的規則及規例及其不時所作出之修訂。

“Exchange Contract”  
「期交所合約」 means a contract for a commodity approved by the SFC and HKFE for trading on a market and which may result in a Futures Contract and/or Options Contract.  
是指一份由證監會及期交所批准可以在市場進行交易的商品合約，可以是一份期貨合約及/或期權合約。

“Foreign Futures Exchange”  
「外地期貨交易所」 means a futures exchange which is permitted to operate in a country or territory.  
指獲准於一個國家或地區運作的期貨交易所。

“Futures Contract”  
「期貨合約」 means a contract executed on any commodity, futures or options exchange, the effect of which is that (i) one party agrees to deliver to the other party at an agreed future time, an agreed commodity or quantity of a commodity at an agreed price; or (ii) the party will make an adjustment between them at an agreed future time according to whether the agreed commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the commodity, futures or options exchange in which that contract is made.  
指具有以下效力之有關任何商品，期貨或期權交易之合約：(i) 一方當事人承諾在約定的時間及以約定的價格，交付予另一方當事人約定之商品或約定數量的商品；或(ii) 雙方同意在約定時間根據該商品當時之價值之高低(視屬何情況而定)與簽訂合約時雙方協定的價值作出的調整，有關差

額將根據管轄該合約之商品、期貨、期權交易所規則決定。

**“Futures  
Transaction”  
「期貨交易」**

means the entering into of Futures Contracts or Options Contracts by Orient Futures (Hong Kong) pursuant to the Instruction and the sale, purchase, liquidation, closing out, effecting delivery and settlement of such contracts.

指東方期貨(香港)按照指示訂立之期貨合約或期權合約及對該等合約的買賣、結算、平倉、交付和交收。

**“HKFE Rules”  
「期交所規則」**

means the rules, regulations and procedures of the HKFE, as amended or varied from time to time.

是指期交所規則、規例及程序及其不時所作出之修訂或更改。

**“Options Contract”  
「期權合約」**

means a contract pursuant to which one party (the “first party”) gives in favour of the other party (the “second party”) the right, but not the obligation, to buy from (a call option) or to sell to (a put option) an agreed commodity, or quantity of commodity, the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to buy or to sell (as the case may be) (i) the first party is obliged to deliver or to take delivery (as the case may be) of the commodity at the agreed price; or (ii) the first party shall pay to the second party an amount referable to the amount (if any) by which the commodity is worth more than the agreed price (for call options) or agreed price is worth more than the commodity (for put options), any of such payment shall be determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made.

指該等合約，其中一方(下稱「第一方」)賦予另一方(下稱「第二方」)在雙方約定的將來日期或之前或在雙方約定之將來日期(視屬何情況而定)及以約定之價格，行使認購(認購期權)或認沽(認沽期權)某一種或某一數量之商品之權利(但不是責任)及倘若第二方行使其認購或認沽權利(視屬何情況而定)，則：(i) 第一方必須以約定之價格交付有關之商品或接受有關商品交付(視屬何情況而定)；或(ii) 第一方必須支付第二方一個根據商品價格比約定價格高出的差額(認購期權)或根據約定價格比商品價格高出的差額(認沽期權)計算的金額，而任何有關之付款需根據該合約訂立之有關商品、期貨或期權交易所之規則交付。

**“Open Position”  
「未平倉合約」**

means a Futures Contract or an Options Contract other than a closed out contract.

是指任何除了平倉合約以外之期貨合約或期權合約。

**“these Terms”  
「本條款」**

means all the terms and conditions in this Part XI headed “Terms and Conditions of Futures and Options Trading” as from time to time amended and supplemented.

指本第十一部份題為「貨及期權交易的條款及細則」中的所有條款及細則(以不時經修訂及補充的版本為準)。



## **2. Instructions and Authorisation 指示及授權**

- 2.1 The Client agrees to give Instructions to deal with all the matters relating to the Account and the Service in accordance with the Account Mandate, the specimen signature and the Signing Arrangement from time to time provided to Orient Futures (Hong Kong) by the Client.  
客戶同意根據不時由客戶提供予東方期貨(香港)的帳戶指令、簽字式樣及簽署安排就有關賬戶及有關服務的所有事項發出指示。
- 2.2 Orient Futures (Hong Kong) may in its absolute discretion refuse to accept or act in accordance with the Instruction without giving any reason therefor. If the Instruction is not accepted by Orient Futures (Hong Kong), Orient Futures (Hong Kong) will take all reasonable steps to notify the Client promptly of this but Orient Futures (Hong Kong) will not be liable for any failure to do so.  
東方期貨(香港)可按絕對酌情權拒絕接受或執行指示而毋須作出任何解釋。倘若東方期貨(香港)拒絕接受客戶的指示，東方期貨(香港)將採取一切合理行動儘速通知客戶，但東方期貨(香港)毋須對未能儘速通知客戶承擔責任。
- 2.3 Orient Futures (Hong Kong) is authorized to execute the Transaction in accordance with the Applicable Laws and market practice from time to time of Exchange, HKFE, Clearing House and all Transactions so executed shall be conclusively binding on the Client.  
東方期貨(香港)被授權根據適用法律及交易所、期交所、結算所的市場慣例進行有關交易。所有以此進行的有關交易都對客戶具約束性。
- 2.4 Orient Futures (Hong Kong) has unfettered right to retain Business Agent to execute the Transaction and the Client acknowledges that the terms of business of such Business Agent and the rules of any Exchange, Clearing House or the market practice relevant to such Transaction shall be conclusively binding on the Client.  
東方期貨(香港)有不受約束的權力指示業務代理進行有關交易。客戶承認業務代理的商業條款及通過其進行或結算交易的交易所及結算所的規則或關於有關交易的市場慣例。上述各項對客戶均具決定性的終局約束力。
- 2.5 Orient Futures (Hong Kong) shall not be responsible for any delays or inaccuracies in the transmission of orders or other information due to any cause whatsoever beyond its reasonable control.  
東方期貨(香港)無須就因其合理控制範圍以外之原因而導致指令或其他資料在傳送時出現延誤或不正確而承擔責任。

## **3. Dealing Rules and Practice 交易規則及實務**

- 3.1 In executing the Transaction, Orient Futures (Hong Kong) may take all such steps as may be required or permitted by Applicable Laws and market practice. Orient Futures (Hong Kong) will be entitled to take or not to take any action as Orient Futures (Hong Kong) considers fit in order to ensure compliance with the same and all such actions so taken or not taken will be binding on the Client.  
於進行有關交易時，東方期貨(香港)有權根據適用法律及市場慣例的要求或准許採取行動。東方期貨(香港)有權按其認為是否合適而採取或不採取行動以符合所有適用法律及市場慣例的要求。上述的行動或不行動對客戶均具約束力。
- 3.2 In executing the Transaction, Orient Futures (Hong Kong) may act either as the Client's agent or the principal subject to these Terms. Unless otherwise provided in writing, Orient Futures (Hong Kong) shall act as the Client's agent to enter into Transactions or provide the Service for the Client.

於進行有關交易時，東方期貨(香港)會以代理人身分或當事人身分按照本條款行事。除非另有書面規定，東方期貨(香港)將以客戶代理人身分進行交易或為客戶提供有關服務。

- 3.3 Orient Futures (Hong Kong) is, in its absolute discretion, entitled to accept or reject any orders or the execution of any orders until (as the case may be):-

東方期貨(香港)有絕對酌情權，接納或拒絕任何指令或執行任何指令，直至(視情況而定)：

- (a) there are sufficient immediately available funds in the Account; or  
有關賬戶內有足夠可即時動用的資金；或
- (b) there are sufficient assets in the Account, for settlement of the relevant Futures Transaction; and  
有關賬戶內有足夠資產作有關期貨交易的交收之用；及

Orient Futures (Hong Kong) shall not be held liable to any loss or damages sustained or suffered by the Client arising out of or in connection with Orient Futures (Hong Kong)'s rejection of the Instructions.

東方期貨(香港)毋須因東方期貨(香港)拒絕客戶的指示而導致客戶的任何損失或損害負責。

- 3.4 The Client understands and agrees that Orient Futures (Hong Kong) may monitor or record any of Communications between Orient Futures (Hong Kong) and the Client (whether telephonic, digital or electronic communications) in order to verify the Instructions given by the Client or the Authorized Person.

客戶明白及同意東方期貨(香港)可以監察或記錄客戶與東方期貨(香港)之溝通(不論是電話、數碼或電子溝通)，以供東方期貨(香港)核實客戶或獲授權人之指示。

- 3.5 If Orient Futures (Hong Kong) is only able to secure a lesser number of Futures Contracts or Option Contracts than specified in the Instruction, those secured contracts shall be binding on the Client and Orient Futures (Hong Kong) shall not be liable for failure to secure the number of contracts as specified in the Instruction.

倘若東方期貨(香港)只能訂立比指示少之期貨合約或期權合約數目，所有已訂立之合約均對客戶具有約束力，而東方期貨(香港)並不需要就未能訂立指示所指定的合約數目負責。

- 3.6 The Client acknowledges and agrees that Orient Futures (Hong Kong) and its directors, officers, employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by the Client as a result of any delay, failure or inaccuracy in the transmission or Communication of Instructions, order or data.

客戶確認及同意東方期貨(香港)及東方期貨(香港)之董事、高級職員、僱員及代理人毋須對東方期貨(香港)任何指示、落盤或數據在傳遞及溝通上的延誤、無效及錯漏而產生之損失承擔任何責任，此損失由客戶承擔。

- 3.7 In respect of all Futures Transactions, the Client agrees to pay Orient Futures (Hong Kong) commission and charges, when notified by Orient Futures (Hong Kong), as well as applicable levies imposed by the exchange or other regulatory authorities from time to time, and all applicable stamp duties, bank charges, fees and other expenses. Orient Futures (Hong Kong) may deduct any of the above from the Account.

就所有期貨交易而言，每當東方期貨(香港)通知客戶之交易佣金和收費，客戶同意向東方期貨(香港)支付上述之交易佣金和收費，及繳付交易所或其他主管機關不時徵收

的適用徵費，並繳納所有適用的印花稅、銀行收費、費用及其他支出。東方期貨(香港)可以從有關賬戶中扣除上述任何一項。

- 3.8 The Client acknowledges and agrees that the Clearing House may do all things necessary to transfer any Open Position held by Orient Futures (Hong Kong) on behalf of the Client and any monies and security standing to the credit of its Account(s) with Orient Futures (Hong Kong) to another exchange participant in the event that Orient Futures (Hong Kong)'s right as an exchange participant of HKFE is suspended or revoked.

客戶確認並同意結算所可在東方期貨(香港)作為期交所的交易所參與者的權利遭暫停或撤銷時，採取一切必要行動，以便將東方期貨(香港)代表客戶持有的任何未平倉合約及該客戶在東方期貨(香港)所開立的有關賬戶內的任何款項及抵押品，轉調到另一個交易所參與者。

- 3.9 If the Client resides or gives any orders to Orient Futures (Hong Kong) outside Hong Kong, the Client agrees and represents to ensure that such orders will be given in compliance with the Applicable Laws from which the Client's orders are given. The Client further agrees to indemnify Orient Futures (Hong Kong) on demand for any claims, demands, actions, costs and expenses Orient Futures (Hong Kong) may suffer or incur in connection with or arising from the Client's residing or giving of any such orders outside Hong Kong.

倘客戶的住處或向東方期貨(香港)發出任何指令的地點為香港以外的地方，客戶同意及陳述，確保該等指令之發出將遵從於客戶發出指令的有關司法管轄區的任何及一切適用法律。客戶進一步同意於被要求時償付東方期貨(香港)可能因客戶之住處或發出指令地點在香港以外的地方而引致東方期貨(香港)蒙受的任何索償、索求、法律訴訟、費用及支出。

- 3.10 Orient Futures (Hong Kong) shall be entitled (but not obliged) to act on any instruction from the Client, to take any action whatsoever or howsoever against any Exchange and/or Clearing House and/or any other person in respect of any failure by such Exchange and/or Clearing House and/or other person to make any payment or delivery in respect of any Futures Contract or Options Contract entered into by Orient Futures (Hong Kong) on behalf of the Client provided that if any such action is taken by Orient Futures (Hong Kong), the Client hereby agrees and undertakes to indemnify Orient Futures (Hong Kong) in respect of all costs, claims, demands, damages and expenses arising out of or in connection with such action.

東方期貨(香港)有權(但非必要)，就任何交易所及/或結算所及/或其他人士不能根據任何由東方期貨(香港)代表客戶所訂立的期貨合約或期權合約而繳款或交付，對任何交易所或結算所及/或任何其他人士以任何方式採取任何行動，惟客戶同意並承諾，若東方期貨(香港)如採取任何行動，客戶將補償東方期貨(香港)因採取任何行動而承受或相關之所有費用、索償、付款要求、賠償及損失。

- 3.11 The Instructions given by the Client pursuant to this Agreement which may be executed on more than one exchange may be executed on any exchange as Orient Futures (Hong Kong) may select.

客戶根據協議發出的所有指示，倘若可在多於一個交易所執行，則東方期貨(香港)有權選擇在任何的交易所執行相關指示。

- 3.12 If Orient Futures (Hong Kong) enters into any Futures Transactions on behalf of the Client in a currency other than the currency in which the Account is denominated then:-

如東方期貨(香港)代表客戶以有關賬戶貨幣之外的任何交易施行貨幣進行期貨交易，屆時：

- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be borne by the Client at his own risk; and

所有因為該貨幣的匯率波動而帶來的利潤或損失均屬於客戶，而客戶須承擔有關風險；及

- (b) when such Futures Transactions are sold, set off or otherwise liquidated, Orient Futures (Hong Kong) may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by Orient Futures (Hong Kong) on the basis of the then prevailing market rates of exchange for such foreign currency.

當出售、抵銷或償付該期貨交易，東方期貨(香港)有絕對酌情權，以市場當時的兌換率兌換成有關帳戶計算的幣別，並借記或貸記到有關賬戶。

- 3.13 Orient Futures (Hong Kong) may at any time, at its absolute discretion, impose a trading limit on the Futures Transactions, which shall be subject to alternation from time to time.

東方期貨(香港)有絕對酌情權對客戶的期貨交易設置交換限額，及對該限額作出不時之修改。

- 3.14 Orient Futures (Hong Kong) shall provide to the Client in relation to contract specifications, a full explanation of Margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent. The Client should make the necessary enquiries and be fully aware of the contract specifications for each Futures Contract and/or Options Contract before placing such orders.

東方期貨(香港)須提供客戶有關合約規格、保證金手續之詳細說明及東方期貨(香港)可在何種情況下可以未經客戶同意而將客戶之交易平倉。在落盤前，客戶須對每份期貨合約及/或期權合約作出所須查詢及完全明瞭其合約規格。

- 3.15 The Client hereby confirms that the Client has read and understood the following options information before placing such options orders:-

在期權合約落盤前，客戶現確認客戶已閱讀及明白以下期權資料：

- (a) Contract Information: strike price; expiry date; underlying commodity; option type; buy or sell order; opening or closing trade; current quoted price; and order type.

合約資料：行使價；到期日；相關產品；期權種類；買盤或賣盤；開倉交易或平倉交易；最新公佈價；及落盤種類。

- (b) Underlying Commodity: Method of delivery or cash settlement process; contract size; and calculation of settlement prices.

相關產品：交收方法或現金結算程序；合約金額；結算價格或平倉價格之計算方法。

- (c) Exercise Procedures: American or European style exercise.

行使程序：美式期權或歐式期權行使方法。

- (d) Premium: Calculation of contract value; payment of premium.

溢價：計算合約值；繳交溢價。

- (e) Margin Approximate: Margin requirements; variation adjustment payments; collateral that may be lodged as Margin; payments details.

保證金預期：客戶所須之保證金額；變價調整額；可用作抵押的資產；支付方式。

- (f) Transaction Cost: minimum commission; Exchange and Clearing House fees; exercise fees; and other applicable levies.

交易成本：最低佣金；交易所及結算所收費；行使收費；及其他適用之徵費。

- 3.16 The Client acknowledges that Orient Futures (Hong Kong) is bound by the HKFE Rules which permit the HKFE or the Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of Orient Futures (Hong Kong) if, in the opinion of the HKFE or the Chief Executive, the Client is accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.  
客戶確認東方期貨(香港)受期交所規則所約束，而該等規則容許期交所或行政總裁採取行動，限制持倉的數量或規定可代表該等客戶將合約平倉，因為期交所或行政總裁認為這些客戶所累積的倉盤正在或可能會對任何一個或多個特定的市場造成損害或正在或可能會對某個或多個市場(視屬何情況而定)的公平及有秩序的運作產生不良影響。

#### 4. **Margin and Margin Calls 保證金及催繳保證金**

- 4.1 The Client acknowledges and agrees that:-

客戶確認及同意:-

- (a) all Margin calls and demands for variation adjustment, made either orally or in writing must be met within the same day on which a call is made on the Client (unless where the call is made on a day other than a Business Day or after 5:00 p.m. on a Business Day, in which case the same shall be met before 11:30 a.m. on the immediately subsequent Business Day) or within such shorter period as Orient Futures (Hong Kong) may at its absolute discretion determine. The Client hereby agrees and undertakes to pay or provide Orient Futures (Hong Kong) with such sums upon demand by Orient Futures (Hong Kong);  
所有東方期貨(香港)以口頭或書面形式發出予客戶的催繳保證金通知及有關繳付變價調整要求須於同日內(或東方期貨(香港)絕對酌情決定的更短時間內)獲履行及滿足，除非發出相關通知或要求的時間並非交易日或於交易日的下午 5 時後發出(於此等情況下，相關通知及要求須於其後緊接的下一個交易日之上午 11 時 30 分前獲履行及滿足)。客戶同意並承諾在東方期貨(香港)發出要求的期限內，支付或付款予東方期貨(香港)；
- (b) Orient Futures (Hong Kong) may require more Margin or variation adjustment than that specified by HKFE and/or Clearing House and the Client further agrees and undertakes to provide Orient Futures (Hong Kong) with such additional Margin and variation adjustment as may be required by Orient Futures (Hong Kong) from time to time;  
東方期貨(香港)可以不時要求客戶繳交期交所及/或結算所所訂明的水平為高的保證金或變價調整，而客戶亦進一步同意並承諾必須在要求的期限內，履行有關之要求；
- (c) Orient Futures (Hong Kong) has the right at its discretion without notice to the Client to close out Open Position in respect of which any Margin calls and demands of variation adjustment are not met in accordance with sub-clauses (a) and/or (b) above; and  
東方期貨(香港)有權按其絕對酌情權，當客戶未能在上述第(a)及/或(b)分條款所訂明的限期之前繳交催繳保證金及滿足變價調整要求的情況下，將未平倉合約平倉而毋須通知客戶；及
- (d) Orient Futures (Hong Kong) may be required to report to HKFE and the SFC particulars of all Open Position in respect of which two successive Margin calls and demands for variation adjustments are not met in accordance with sub-clauses (a) and/or (b) above.



如果連續兩次未能按照上述第(a)及/或(b)分條款所述，就未平倉合約繳付催繳的保證金及變價調整要求，東方期貨(香港)可能需要就所有未平倉合約的詳情向期交所及證監會匯報。

- 4.2 Any delay or failure by Orient Futures (Hong Kong) to make a Margin call and demand for variation adjustment shall not constitute a waiver of its right to do so at any time thereafter, nor shall it create any liability of Orient Futures (Hong Kong) to the Client.  
任何東方期貨(香港)未有或延遲作出的催繳保證金通知及變價調整的要求，並不構成其後對該等權利行駛之放棄，亦不導致東方期貨(香港)對客戶產生任何責任。
- 4.3 For the purpose of a Margin call, Orient Futures (Hong Kong) shall use its best endeavours to promptly give such Margin notice to the Client in accordance with the telephone number or email address indicated by the Client on the Account Opening Form. The Client agrees that it shall be deemed properly notified of the Margin call even if Orient Futures (Hong Kong) fails to contact the Client by phone or the Client fails to receive the written notice by email.  
為發出催繳保證金通知，東方期貨(香港)將儘力及儘快按照客戶在開戶表格中提供的電話號碼或電郵向客戶發出催繳保證金通知。客戶同意，即使東方期貨(香港)未能以電話與客戶取得聯絡或客戶未能通過電郵收到該書面通知，客戶將被視為已獲得適當的通知。
- 4.4 Where any security is deposited with Orient Futures (Hong Kong) as Margin to secure the obligations of the Client hereunder, Orient Futures (Hong Kong) shall have the right to transfer all or any part of the Margin to any account of an Exchange, Clearing House, or broker without notice to the Client to satisfy any Margin or other requirements of the Exchange, Clearing House, or broker.  
對任何存放於東方期貨(香港)作為保證客戶在協議下責任的保證金，東方期貨(香港)有權在毋須通知客戶之情況下將全部或部分保證金轉讓給任何交易所、結算所或經紀的任何賬戶以滿足該交易所、結算所或經紀的保證金或其他要求。
- 4.5 Any documents or other property held by Orient Futures (Hong Kong) as security for any Margin, deposit or other obligation of the Client to Orient Futures (Hong Kong) shall be held by it by way of pledge unless it is held expressly subject to some other security arrangement.  
東方期貨(香港)將以質押方式持有作為客戶對東方期貨(香港)之任何保證金、存款或其他責任之抵押品之任何文件或其他財產，除非明文表示其持有之抵押品乃受制於其他抵押安排，則作別論。

## **5. Set-off Arrangements 抵銷安排**

- 5.1 Without prejudice to clause 22 of Part II of this Agreement, the Client agrees and acknowledges that, in relation to the payment of Margin (whether provided initially or for the maintenance of Open Position), Orient Futures (Hong Kong) has set-off arrangements in place which will, unless otherwise instructed by the Client in accordance with clause 5.2 hereof, operate in the following manners:-  
在不損害協議第二部份第 22 條的情況下，客戶同意及承認，就支付保證金(不論為初始或維持未平倉合約而提供)而言，除客戶根據下述第 5.2 分條指示東方期貨(香港)外，東方期貨(香港)會按下述作出抵銷安排：-
- (a) where the Client opens a new position without adequate initial Margin deposited in the Account for Futures Transactions, Orient Futures (Hong Kong) is authorized to transfer credit balances in the Client's other trading account(s) maintained with Orient Futures (Hong Kong) or its Associate to the Account for the purpose of meeting the requirements for, or covering the shortfall of, initial Margin required under the relevant Futures

Contract;

當客戶在有關帳戶內沒有足夠初始保證金的情況下開立期貨交易的新持倉，東方期貨(香港)獲授權將客戶在東方期貨(香港)或其聯營公司持有的其他交易帳戶內的貸方結餘轉移至其進行期貨交易之有關帳戶內，以便客戶履行相關期貨合約之保證金初始要求或補足短欠之初始保證金；

- (b) in the event that the Account for Futures Transactions has a shortfall of Margin for the maintenance of Open Position, Orient Futures (Hong Kong) is authorized to transfer credit balances in the Client's other trading account(s) maintained with Orient Futures (Hong Kong) or its Associate to the Account for the purpose of meeting the requirements for, or covering the shortfall of, the required Margin for the maintenance of Open Position under the relevant Futures Contract,

倘進行期貨交易之有關帳戶內保證金不足以維持未平倉合約，東方期貨(香港)獲授權將客戶在東方期貨(香港)或其聯營公司持有的其他交易帳戶內的貸方結餘轉移至其進行期貨交易之有關帳戶內，以便客戶履行為維持相關期貨合約之未平倉合約之保證金要求或補足短欠之保證金，

provided always that any such funds transferred for the purpose of the above set-off arrangements shall not be in excess of the amount required for meeting the Margin shortfall. 惟為上述抵銷安排之目的而轉移之資金不得超出保證金短欠之數額。

- 5.2 It is hereby declared and agreed that Orient Futures (Hong Kong) will not carry out the set-off arrangements in the above clause 5.1 if and only if the Client instructs Orient Futures (Hong Kong) that the Client will meet the Margin requirements (whether initial or for the maintenance of Open Position) by other sources of fund:-

東方期貨(香港)謹此聲明及同意，倘客戶於下述時段向東方期貨(香港)指示其會用其他資金來源履行保證金要求(不論為初始或維持未平倉合約)，東方期貨(香港)不會作出上述第 5.1 分條所述之抵銷安排：-

- (a) immediately before, or at the time when, the new position is opened; or  
緊接於開立新持倉之前或之時；或
- (b) at the time when, and immediately after, the Margin call for maintenance of Open Position (whether by way of telephone, e-mail or such other means as may be agreed between the Client and Orient Futures (Hong Kong) from time to time) is made to the Client by Orient Futures (Hong Kong).  
東方期貨(香港)就維持未平倉合約(以電話、電郵或任何其他東方期貨(香港)與客戶間不時同意之方式)向客戶發出催繳保證金通知之時或緊接其後。

- 5.3 The Client acknowledges and understands that the set-off arrangement in the above clause 5.1(b) is subject to the market risks of holding Open Position. In addition, the Client is reminded that the market risks of holding Open Position are that loss in Open Position may be substantial and the Client may be called upon with short notice to deposit additional Margin. The Client may, by maintaining Open Position as per such set-off arrangements, suffer additional loss if the market moves adverse to the Client or the value of Open Position surges or collapses.

客戶承認及明白上述第 5.1(b)分條所述之抵銷安排涉及維持未平倉合約之市場風險。再者，東方期貨(香港)提醒客戶持有未平倉合約可引致龐大損失，及客戶可能在短時間內被要求存放額外保證金。客戶按該等抵銷安排維持未平倉合約，可能因市場走勢不利於客戶，或者未平倉合約的價值飆升或暴瀉而蒙受額外損失。

5.4 In relation to the above set-off arrangements in the above clause 5.1, service fee may be charged to the Client.  
就上述第 5.1 分條所述之抵銷安排而言，東方期貨(香港)有可能向客戶收取服務費用。

5.5 For the avoidance of doubt, it is agreed and acknowledged that the set-off agreements in the above clause 5.1 shall not be construed as a standing authority given by the Client to Orient Futures (Hong Kong) pursuant to the Securities and Futures (Client Money) Rules (Cap 571I, Laws of Hong Kong).  
為免生疑問，東方期貨(香港)及客戶同意及承認上述第 5.1 分條所述之抵銷安排不應被理解為一項由客戶根據證券及期貨(客戶款項)規則(香港法例第 571I 章)給予東方期貨(香港)之常設授權。

## **6. Fees and Charges 費用及收費**

6.1 The Client shall pay to Orient Futures (Hong Kong) the commission and exchange fees prescribed by the HKFE or any Foreign Futures Exchange in relation to the Futures Contracts and such additional charges as may be determined by Orient Futures (Hong Kong) from time to time and notified to the Client.  
客戶需向東方期貨(香港)繳交期交所或任何外地期貨交易所就期貨合約訂明之佣金及交易費用，以及東方期貨(香港)不時釐定及知會客戶之附加收費。

6.2 Every Exchange Contract shall be subject to the charge of an investor compensation fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by the Client.  
每份期交所合約均須繳付投資者賠償基金徵費及根據證券及期貨條例所收取的徵費，及上述兩項費用須由客戶承擔。

## **7. Settlement 交收**

7.1 The Client shall take all necessary actions to enable Orient Futures (Hong Kong) to effect settlement duly and punctually and deliver assets or properties in a timely manner in strict accordance with the requirements of the relevant Exchange and the Clearing House.  
客戶須採取一切必要的行動，以令東方期貨(香港)可以妥為並適時嚴格根據有關交易所及結算所的要求，以適時的方式進行交付資產或財產。

7.2 All the Transactions entered into for or with the Client under the futures or options trading shall be settled through the account as prescribed by Orient Futures (Hong Kong) in its absolute discretion.  
客戶所有於期貨及期權交易項下的有關交易均須通過由東方期貨(香港)絕對酌情指定的賬戶進行結算。

7.3 Unless otherwise provided, in relation to each of the Futures Transaction:-  
除非另有規定，關於每筆期貨交易而言：

- (a) the Client shall, forthwith upon request by Orient Futures (Hong Kong), supply in relation to any Futures Contract and Options Contract entered into by Orient Futures (Hong Kong) on the Client's behalf such information in relation to the delivery or settlement or exercise (as the case may be) of such contract which has not been closed out or exercised (as the case may be);  
客戶在東方期貨(香港)的要求後，須即時就任何東方期貨(香港)以客戶身分訂立的期貨合約和期權合約提供有關該等尚未平倉或行使(視屬何情況而定)合約之交收或結算或行使(視屬何情況而定)資料；



- (b) every Futures Contract and Options Contract entered into by Orient Futures (Hong Kong) on behalf of the Client is made on the understanding that the Client may require actual performance thereof and to make settlement of such contract by making or taking physical delivery of the underlying commodity (as the case may be) unless the Client gives timely Instructions to Orient Futures (Hong Kong) to liquidate the Open Position to avoid physical delivery;  
每一張由東方期貨(香港)代表客戶訂立之期貨合約及其權合約，乃基於客戶可能要求執行有關交易及需要進行有關商品之實際交付或提取(視屬何情況而定)，除非客戶及時給予東方期貨(香港)平倉指示以避免實際交收；
- (c) in respect of open contracts maturing in a current futures month, the Client shall, at least five (5) Trading Days prior to the first notice day in the case of long positions and at least five (5) Trading Days prior to the last trading day in the case of short positions, either giving Instructions to Orient Futures (Hong Kong) to liquidate the same or deliver to Orient Futures (Hong Kong) all monies, Securities, financial instruments, documents and other property deliverable by the Client under such contracts in order to enable due settlement of such contracts by Orient Futures (Hong Kong) in accordance with the HKFE Rules or the Clearing House Rules, otherwise Orient Futures (Hong Kong) may without notice either liquidate or close out the relevant contracts or make or receive delivery on behalf of the Client upon such terms and in such manners as Orient Futures (Hong Kong) may deem fit;  
有關當月到期之未平倉合約，如屬長倉者，客戶即須於第一通知日前五(5)個交易日，如屬淡倉者，即須於最後交易日前五(5)個營業日，指示東方期貨(香港)作出平倉，或交予東方期貨(香港)根據該等合約時所須之所有款項、證券、財務票據、文件及其他財產，以便東方期貨(香港)能夠根據期交所規則或結算所規則辦理將有關合約平倉、結算或交收手續，否則東方期貨(香港)可在毋須通知客戶情況下以東方期貨(香港)認為合適之條款及形式代客戶就相關合約作出平倉或進行實際交付或提取；
- (d) the Client shall indemnify Orient Futures (Hong Kong) on demand against all costs, claims, penalties, fines, taxes, damages and expenses incurred by Orient Futures (Hong Kong) as a result of action taken by Orient Futures (Hong Kong) in connection with any delivery, exercise or settlement effected pursuant to sub-clause (c) above;  
客戶須在被要求時補償東方期貨(香港)在其根據以上述第(c)分條所進行任何交付、行使或平倉之有關行動所產生之費用、索償、罰款、稅項、賠償及支出；
- (e) to exercise an option pursuant to an Option Contract effected for the Account, the Client shall (subject to the rules and regulations of the relevant exchange on which the Options Contract is traded or entered into) deliver to Orient Futures (Hong Kong) a notice of exercise no later than such time limit as may be specified by Orient Futures (Hong Kong) from time to time before the cut-off date for the tender of exercise Instructions prescribed by the writer of the option or the relevant Exchange or Clearing House (whichever prescribes the earliest cut-off date). Such notice shall only be considered valid when accompanied:  
如欲為有關賬戶訂立的期權合約行使期權，客戶須(在遵守買賣或訂立期權合約的有關交易所的規則和規例的前提下)在期權的賣家或有關的交易所或結算所(不論誰規定最早截止日期)所規定的遞交行使指示的截止日期前或東方期貨(香港)不時指定的期限前向東方期貨(香港)遞交行使通知。該等通知必須附上下列所述方為有效：
- (i) in the event of a put option, with the underlying commodity or document(s) of title needed for making delivery if required by the relevant Option Contract; and

在認沽期權而言，若有關的期權合約有所規定，交付所需的有關商品或業權文件；及

- (ii) in the event of a call option, with sufficient immediately available funds to take delivery of the commodity;

在認購期權而言，提取商品所需的即時足夠現金；

- (f) unless specifically instructed by the Client and subject to the terms of this Agreement, Orient Futures (Hong Kong) shall have no responsibility whatsoever to tender any exercise instruction on behalf of the Client whether on or before the relevant cut-off date; and

受限於協議條文，除非客戶特定指示，東方期貨(香港)並無任何責任在有關截止日期或之前，代表客戶遞交任何指示；及

- (g) the Client acknowledges that exercise or delivery of assignment notice (where applicable) are allocated by the relevant Clearing House from time to time. Orient Futures (Hong Kong) will allocate such notices on a fair and reasonable basis and shall not be responsible for any delay with respect to the assignment by the Clearing House or the receipt by Orient Futures (Hong Kong) of such notices. The Client confirms that the Client accepts an allocation on such basis.

客戶確認行使或交付通知(若適合的話)乃由有關結算所不時分配。東方期貨(香港)將按照公平和合理原則，分配該等通知給客戶及毋須對有關結算所延誤發出分配通知或東方期貨(香港)延誤接收該等通知承擔責任。客戶同意接受該等分配原則。

## 8. **Delegation and Use of Intermediary 授權及使用中介人**

- 8.1 Orient Futures (Hong Kong) may use, engage or appoint, directly or indirectly, any person including another broker, dealer, market-maker, Exchange, Clearing House, bank, custodian or other third party (each, an “**Intermediary**”), whether in Hong Kong or elsewhere, whether or not an officer of Orient Futures (Hong Kong), and whether or not associated with, connected to or related to Orient Futures (Hong Kong), to:-

東方期貨(香港)可能直接或間接使用，聘用或委任任何人士，包括其他經紀、交易商、莊家、交易所、結算所、銀行、託管人或其他第三方(「**中介人**」)，不論是否在香港，或是否為東方期貨(香港)的員工，或與東方期貨(香港)有聯繫或關聯，以:-

- (a) carry out any order;  
執行任何命令；
- (b) execute or clear any Transaction;  
執行或清算任何有關交易；
- (c) hold or custodies any of the Client's funds and assets; and/or  
持有或託管客戶的任何資金和資產；及/或
- (d) exercise any authority granted to Orient Futures (Hong Kong) by the Client under this Agreement or otherwise.  
行使客戶根據協議或其他方式授予東方期貨(香港)的任何授權。

Such use, engagement or appointment of any Intermediary shall be upon such terms and condition as Orient Futures (Hong Kong) deems fit in its discretion.

任何中介人的使用，聘用或委任應遵循東方期貨(香港)認為合適的條款和條件。

- 8.2 If Orient Futures (Hong Kong) has exercised reasonable care in its selection of the Intermediary and/or such selection of the Intermediary was under the express instruction of the Client, and/or the use of such Intermediary was necessary to carry out the Transactions and/or the Services for the Client, the Client acknowledges, agrees and accepts that Orient Futures (Hong Kong) has no liability or responsibility for any Intermediary's default which is beyond Orient Futures (Hong Kong)'s reasonable control, including without limitation, the loss of any or all Margin which the Client is required to provide to Orient Futures (Hong Kong) requested for at its absolute discretion pursuant to clause 4 above and/or additional Margin, which is deposited by Orient Futures (Hong Kong) with the defaulting Intermediary with or through whom the Client's Transactions are to be effected, traded, cleared or settled. All risks arising from or consequent to or in relation to the acts or omissions or the default of such Intermediary which is beyond Orient Futures (Hong Kong)'s reasonable control shall be solely borne by the Client.

倘若東方期貨(香港)已合理謹慎地選擇中介人及/或中介人的選擇是在客戶的明確指示下進行的，及/或有必要使用中介人以進行有關交易及/或有關服務，客戶承認、同意並接受東方期貨(香港)對任何超出東方期貨(香港)合理控制範圍外的中介人之違約不承擔任何責任，包括但不限於東方期貨(香港)根據上述第 4 條的規定按其絕對酌情權要求客戶提供之保證金及/或額外保證金，為透過違約中介人或與之進行、清算或結算有關交易之目的而把該等保證金及/或額外保證金存放於該等違約中介人，因而招致任何或所有該等保證金及/或額外保證金之損失。客戶須自行承擔因東方期貨(香港)的合理控制範圍之外的中介人的作為或不作為或中介人違約而產生的所有風險。

- 8.3 The Client further acknowledges and agrees that, where Orient Futures (Hong Kong) uses, engages or appoints an Intermediary, Orient Futures (Hong Kong) may have to accept sole and principal responsibility to the Intermediary for the executed order. This may be notwithstanding that, as between the Client and Orient Futures (Hong Kong), Orient Futures (Hong Kong) may in fact be the agent of the Client; and accordingly, the Client shall indemnify, keep indemnified and hold harmless Orient Futures (Hong Kong) against and all losses (including legal cost on indemnity basis) suffered or incurred by Orient Futures (Hong Kong) whether directly or indirectly in relation to, arising out of or in connection with any act, omission, or default of an Intermediary or any such Intermediary's officers, employees, agents or representatives, which is beyond Orient Futures (Hong Kong)'s reasonable control, provided that all actions taken by Orient Futures (Hong Kong) were in good faith for the purpose of compliance or the performance of Orient Futures (Hong Kong)'s said principal obligation or responsibility.

客戶進一步承認並同意，倘東方期貨(香港)使用、聘用或任命中介人，東方期貨(香港)可能必須接受中介人對已執行訂單的唯一和主要責任。儘管如此，在客戶和東方期貨(香港)之間，東方期貨(香港)實際上可能是客戶的代理人。因此客戶須以全額彌償基準彌償東方期貨(香港)蒙受的所有損失（包括須全額彌償其法律費用）及確保東方期貨(香港)免受損害，無論是直接或間接因相關中介人或其人員，員工，代理人或代表的作為、不作為或違約超出東方期貨(香港)的合理控制範圍而導致的損害，前提是東方期貨(香港)採取的所有行動均為真誠，並以合規或履行其上述主要義務或責任為目的。

- 8.4 The foregoing rights and remedies of Orient Futures (Hong Kong) will apply even though as between Orient Futures (Hong Kong) and the Client, the Client may be in actual or anticipatory default.

即使在東方期貨(香港)與客戶之間，客戶可能實際上或預期違約，上述所述的權利和補救措施也將適用於東方期貨(香港)的。

- 8.5 In view of the fact that Orient Futures (Hong Kong) may use, engage or appoint an Intermediary outside Hong Kong in the capacity of a principal for the purposes as set out in

clause 8.1 above, the Client understands and acknowledges that any cash or other property (which as between Orient Futures (Hong Kong) and the Client is to be regarded as that of the Client, or purchased by or for the Client) may or will be regarded by such Intermediary as being the cash or other property of Orient Futures (Hong Kong) or purchased by Orient Futures (Hong Kong) for itself, which may in some instances result in prejudice to the Client. For example, in certain circumstances, the Client's monies and property may be used to satisfy obligation of Orient Futures (Hong Kong) or other Clients of Orient Futures (Hong Kong). The Client accepts that this is a necessary risk associated with dealing in any foreign jurisdiction through Orient Futures (Hong Kong).

鑑於東方期貨(香港)可能為上述第 8.1 條所載之目的以主事人身份使用、聘用或任命於香港以外之中介人，客戶明白且承認任何現金或其他財產（如在東方期貨(香港)與客戶之間，將被視為客戶的，或由客戶購買或為客戶購買）可能或將會被中介人視為東方期貨(香港)的現金或其他財產或由東方期貨(香港)自行購買的。在某些情況下，這可能會對客戶造成損害。例如，在某些情況下，客戶的資金和財產可用於履行東方期貨(香港)或東方期貨(香港)的其他客戶的責任。客戶同意這是通過東方期貨(香港)在任何外國司法管轄區進行交易的必要風險。

## **9. Confirmation 確認書**

- 9.1 Orient Futures (Hong Kong) will report to the Client execution of Transactions (i) promptly by telephone calls or facsimile; (ii) by sending to the Client hard copy of the transaction confirmation or account statement on the following Business Day (as the case may be); or (iii) by Access Service. Orient Futures (Hong Kong) shall send the Client a monthly statement demonstrating a transaction summary for the month except for the month during which no transaction is recorded.

東方期貨(香港)於有關交易執行後會 (i) 儘速以電話或圖文傳真；(ii) 於下一個營業日發送予客戶有關交易確認書或賬戶結單通知客戶有關的交易（視屬何情況而定）或(iii) 通過取覽服務。東方期貨(香港)會向客戶發出一份顯示當月交易摘要的月結單，當月無交易紀錄者除外。

- 9.2 The Client has the duty to examine the Transaction confirmation, the account statement and the monthly statement carefully and to notify Orient Futures (Hong Kong) in writing of any error, mistake or irregularity therein within thirty (30) days of the date of issuance by Orient Futures (Hong Kong) of the same or such other period of time as may be specified by Orient Futures (Hong Kong) from time to time in its absolute discretion. Unless objection in writing reaches Orient Futures (Hong Kong) within the said prescribed time limit, the transaction confirmation, the account statement and the monthly statement are considered to be correct, conclusive and binding on the Client.

客戶有責任小心審閱有關交易確認書，賬戶結單及月結單，並於東方期貨(香港)發出上述文件的三十(30)日或東方期貨(香港)絕對酌情不時指定的期限內將於該等文件內的錯誤、失誤或異常項目以書面通知東方期貨(香港)。如果客戶未有於上述期限內以書面提出異議，則交易確認書、賬戶結單及月結單的內容均被視作正確及具終局性並對客戶具約束力。

- 9.3 Notwithstanding the provisions of the preceding sub-clause 9.2, the Client has right of recourse against: -

儘管上述第 9.2 條分條款的規定，客戶就下列事項享有提出追索的權利：

- (a) unauthorized transaction arising from forgery or fraud by any third party and in relation to which Orient Futures (Hong Kong) has failed to exercise reasonable care and skill; 由於任何第三者偽冒或詐騙而引致的未經授權的交易，而東方期貨(香港)對該等交易未能採取合理謹慎及合理技巧加以識破；

- (b) unauthorized transaction arising from forgery or fraud by any of Orient Futures (Hong Kong)'s employees or agents; and  
由於東方期貨(香港)的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；及
- (c) other unauthorized transactions arising from negligence or wilful default on the part of Orient Futures (Hong Kong).  
由於東方期貨(香港)疏忽或故意失責而引致的其他未經授權的交易。

## **10. Disclosure of Information 資料披露**

- 10.1 Orient Futures (Hong Kong) shall, upon the request of the HKFE, the SFC or other regulators relating to Foreign Futures Exchanges, disclose the name, beneficial identity and such other information concerning the Client as the HKFE, the SFC or other regulators relating to Foreign Futures Exchanges may require. The Client undertakes to disclose such other information concerning itself to Orient Futures (Hong Kong) within the time Orient Futures (Hong Kong) specified as may be required for Orient Futures (Hong Kong) to comply with the Applicable Laws, the SFO and/or the requirements of the HKFE and/or Foreign Futures Exchanges. The Client irrevocably authorizes Orient Futures (Hong Kong) to make any such disclosure. In relation to transaction on HKFE, in the event that Orient Futures (Hong Kong) fails to comply with the disclosure requirement under the relevant rules of the HKFE Rules the Chief Executive of the HKFE may require the closing out of positions on behalf of the Client or the imposition of a Margin surcharge on the positions of such Client.

東方期貨(香港)須，應期交所或證監會或與外地期貨交易所相關之監管機構的要求，在期交所或證監會或與外地期貨交易所相關之監管機構有需要時，披露有關客戶之姓名、實際受益人身份及其他資料。客戶承諾，於東方期貨(香港)指定時間內向東方期貨(香港)披露有關客戶本身之其他資料，以便東方期貨(香港)遵從適用法律，證券及期貨條例及/或期交所及/或外地期貨交易所之要求。客戶不可撤回地授權東方期貨(香港)作出任何該等披露。就於期交所之交易而言，假若東方期貨(香港)未能遵照期交所規則項下之相關規定，期交所行政總裁可要求代客戶平倉或就該客戶所持倉盤收取附加保證金。

## **11. Omnibus Account 代理帳戶**

- 11.1 In case of the Client operates an omnibus account and is not an exchange participant of the HKFE, the Client shall, in relation to Transactions on the HKFE:

如果客戶經營代理帳戶而亦非期交所的參與者，則客戶應就期交所的有關交易：

- (a) in the Client's dealing with the person(s) from whom the Client receives instructions with respect to the omnibus account, comply with and enforce the Margin and variation adjustment requirements and procedures as stipulated in the HKFE Rules as though the Client were an exchange participant of HKFE and as though the person(s) for whose account or benefit such instructions are given were clients;  
在客戶收到有關代理帳戶指示人的指示時，遵守並執行期交所規則中規定的保證金和變價調整要求和程序，猶如客戶是期交所的參與者，並猶如發出指示的人士均為客戶；
- (b) cause the Exchange Contract to be entered into in fulfilment of such instructions, so that there shall, in no circumstances, be any dealing with the Instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the Applicable Laws or in a manner which constitutes or involves betting, wagering,



gaming or gambling with respect to such items in contravention of the Applicable Laws; and

在履行該等指示時訂立期交所合約，以致在任何情況下，按指示進行的任何買賣的形式，均不會構成根據適用法律所指的非法買賣商品市場的報價差額，或有關的買賣方式亦不會構成或涉及投注、打賭、博彩或就該等項目而進行的賭博，從而違反適用法律；及

- (c) ensure that the persons from whom the Client receives instructions comply with the Margin and variation adjustment requirements as stipulated in the HKFE Rules, with the result that, as between HKFE and Orient Futures (Hong Kong), Orient Futures (Hong Kong) should be responsible for ensuring that such requirements are complied with by all persons through whom instructions pass with respect to the omnibus account as if each in turn was the client for whom such omnibus account was operated.

確保指示客戶的指示人符合期交所規則中所規定的保證金和變價調整要求，以使(在東方期貨(香港)與期交所之間而言)東方期貨(香港)將確保代理帳戶的所有指示人都符合上述期交所規定，猶如他們每人都是運營代理帳戶的客戶。

## 12. **Miscellaneous**

- 12.1 If the Client suffers pecuniary loss by reason of Orient Futures (Hong Kong)'s default, the liability of the investor compensation fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules (Cap. 571AC of the Laws of Hong Kong) and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the investor compensation fund in full, in part or at all.

如客戶因東方期貨(香港)違責而蒙受金錢損失，投資者賠償基金所承擔的法律責任只限於證券及期貨條例及有關附屬法例內所規定的有效索償，並須受制於香港法律第571AC章《證券及期貨(投資者賠償 – 賠償限額)規則》內所訂明的金額上限，因此不能保證客戶在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

- 12.2 The Client may have varying level and type of protection in relation to Futures Transactions on different markets and exchanges.

客戶可能會就在不同市場及交易所進行的期貨交易而獲得不同程度及類別的保障。

- 12.3 Orient Futures (Hong Kong) may, subject to the provisions of the SFO and any Applicable Laws, take the opposite position to the Client's order in relation to any Futures Contract and Options Contract, whether on Orient Futures (Hong Kong)'s own account or for the account of its Associate or other clients of Orient Futures (Hong Kong), provided that such trade is executed competitively on or through the facilities of HKFE in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.

東方期貨(香港)可在不抵觸證券及期貨條例及任何適用法律規定的情況下，不論是為了東方期貨(香港)本身或為其聯屬公司或其他客戶的帳戶，就任何在交易所買賣的期貨及期權合約，採取與客戶的交易指示相反的交易指示，但該買賣必須是以公平競爭的方式，根據期交所的規則在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等其他交易所的規則及規例而執行的。

- 12.4 All monies, Securities and other property received by Orient Futures (Hong Kong) from the Client or from any other person (including a clearing house) for the account of the Client shall be held by Orient Futures (Hong Kong) as trustee and segregated from Orient Futures

(Hong Kong)'s own assets. These assets so held by Orient Futures (Hong Kong) shall not form part of the assets of Orient Futures (Hong Kong) for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of Orient Futures (Hong Kong)'s business or assets.

東方期貨(香港)為客戶的帳戶而從客戶或任何其他人士(包括結算所)所收取的全部款項、證券及其他財物，均須由東方期貨(香港)以受託人身分持有，並與東方期貨(香港)本身的資產分開。由東方期貨(香港)以上述方式持有的所有資產不得在東方期貨(香港)無力償債或清盤時，構成東方期貨(香港)的資產的一部分，並須在就東方期貨(香港)所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的高級人員後，立即歸還予客戶。

- 12.5 Any monies, approved debt securities or approved securities received by Orient Futures (Hong Kong) from the Client or from any other person (including the Clearing House) are held in the manner specified under paragraphs 7 to 12 of Schedule 4 of the SFC Code of Conduct and the Client authorises Orient Futures (Hong Kong) to apply any such monies, approved debt securities or approved securities in the manner specified under paragraphs 14 to 15 of the SFC Code of Conduct. In particular, Orient Futures (Hong Kong) may apply such monies, approved debt securities or approved securities in or towards meeting Orient Futures (Hong Kong)'s obligations to any party insofar as such obligations arise in connection with or incidental to futures and options business transacted on the Client's behalf.

東方期貨(香港)從客戶或任何其他人士(包括結算所)收取的任何款項、核准債務證券或核准證券，均須根據證監會操守準則附表4第7至12段所指明的方式持有，及客戶授權東方期貨(香港)可按照證監會操守準則第14及15段所訂明的方式，運用任何該等款項、核准債務證券或核准證券。東方期貨(香港)尤其可運用該等款項、核准債務證券或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表客戶進行期貨期權買賣有關的情況下或附帶於有關買賣而產生的。

- 12.6 The Client acknowledges that in respect of any account of Orient Futures (Hong Kong) maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of futures and options business transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between Orient Futures (Hong Kong) and the Clearing House, Orient Futures (Hong Kong) deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities and approved securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in clause 12.4 above.

客戶確認就東方期貨(香港)在結算所開立的任何帳戶而言，不論該帳戶是全部或部分因代表客戶進行期貨期權買賣而開立的，以及不論客戶所支付或存放的款項、核准債務證券或核准證券是否已支付予或存放於結算所，該帳戶屬東方期貨(香港)與結算所之間的帳戶，東方期貨(香港)以主事人身分操作該帳戶，因此該帳戶並不存在以客戶為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、核准債務證券及核准證券亦不受上述第12.4條所提述的信託所制約。

- 12.7 The Client's rights to assets held by Orient Futures (Hong Kong) in its omnibus account with a clearing house may be subject to Orient Futures (Hong Kong) fulfilling its obligations to the clearing house, which may be further subject to Orient Futures (Hong Kong)'s other clients fulfilling their obligations to it, despite the fact that the Client did not default on his or her obligations to Orient Futures (Hong Kong).

客戶能否享有其對持有在東方期貨(香港)於某結算所開立的綜合帳戶內的資產的權利，可能取決於東方期貨(香港)能否向該結算所履行其責任，而東方期貨(香港)能否履行

其責任可能進一步取決於它的其他客戶能否向東方期貨(香港)履行他們的責任，儘管事實上該名客戶並無違反其對東方期貨(香港)負有的責任。

- 12.8 The Client's rights to assets held by Orient Futures (Hong Kong) in its omnibus account with an Intermediary may be subject to Orient Futures (Hong Kong), Orient Futures (Hong Kong)'s other clients, Intermediary or their agents, and other clients of Intermediary or their agents fulfilling their obligations to their counterparties, despite the fact that the Client did not default on his or her obligations to Orient Futures (Hong Kong).  
客戶能否享有其對持有在東方期貨(香港)行於中介人開立的綜合帳戶內的資產的權利，可能取決於東方期貨(香港)、東方期貨(香港)的其他客戶、中介人或其代理人，以及中介人或其代理人的其他客戶能否向它們的對手方履行其責任，儘管事實上該名客戶並無違反其對東方期貨(香港)負有的責任。
- 12.9 Orient Futures (Hong Kong) shall not be liable to Client in respect of Client's assets held by Intermediary when such Intermediary defaults.  
當東方期貨(香港)的中介人違責時，東方期貨(香港)不對中介人持有客戶的資產而向客戶負上任何法律責任。



## Part XII – TERMS AND CONDITIONS FOR REGULAR INVESTMENT PLAN

### 第十二部份 – 定期投資計劃條款及細則

These Terms should be read in conjunction with Part II of this Agreement - General Terms and Conditions. In the event of any difference between those provisions and these Terms, these Terms herein shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

#### 1. Definitions and Interpretations 定義及釋義

1.1 In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I of this Agreement shall, where applicable, have the same meanings when used herein.  
在本條款中，除另有定義或文意另有所指外，協議的第一部份所定義的詞彙在本條款具有相同涵義。

1.2 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

**“Offering Documents”**

「發售文件」

means the offering documents of the relevant fund, which include the latest version of the constitutive document, prospectus, explanatory memorandum, product factsheet, key facts statement, annual report, interim report and quarterly report (if applicable) of that fund.

指相關基金的發行文件，包括該基金的最新版本的組成文件、招股說明書、解釋性備忘錄、產品概況、關鍵事實陳述、年度報告、中期報告和季度報告（如適用）。

**“Plan”**

「本計劃」

means the Regular Investment Plan.

指定期投資計劃。

**“these Terms”**

「本條款」

means all the terms and conditions in this Part XII headed “Terms and Conditions for Regular Investment Plan” as from time to time amended and supplemented.

指本第十二部分中不時修訂和補充的「定期投資計劃條款及細則」中的所有條款及細則。

#### 2. Terms for the Plan 本計劃條款

2.1. These Terms for the Plan are subject to the provisions of Part II of this Agreement and those provisions shall apply to the Instructions, directions and subscriptions given and made pertaining to the Plan mutatis mutandis.

本計劃的本條款受協議第II部份的條文所約束，該等條文應比照適用於與本計劃有關的指示、指令和認購。

- 2.2. The Plan is only available to the Client holding an active Account maintained with Orient Securities (Hong Kong). If at any time the Client ceases to hold the Account or the Account being suspended / locked / frozen / force closed, the participation of the Client in the Plan will automatically terminate without notice.  
本計劃僅適用於持有活躍的東方證券（香港）賬戶的客戶。如果客戶在任何時候停止持有賬戶或賬戶被暫停/封鎖/凍結/強制關戶，客戶將被自動終止參與本計劃，恕不另行通知。
- 2.3. The Client may, if so agreed by Orient Securities (Hong Kong), enroll to the Plan and subscribe the fund(s) authorised by the SFC in accordance with the terms and conditions under the Plan which are listed out hereinafter on a daily or weekly or monthly basis as agreed between Orient Securities (Hong Kong) and the Client.  
如經東方證券（香港）同意，客戶可按東方證券（香港）與客戶約定，每日或每周或每月按下文所列條款及條件，登記加入本計劃及認購證監會授權的基金。
- 2.4. The first subscription day of the Plan shall be determined by the Client and accepted by Orient Securities (Hong Kong) (the “First Subscription Day”). Unless otherwise specified by Orient Securities (Hong Kong), the subsequent subscription day under the Plan is scheduled to take place as follows: -  
客戶需確定本計劃的第一個認購日，並經東方證券（香港）接受(下稱「**第一個認購日**」)。除非東方證券（香港）另有規定，本計劃的隨後的認購日期安排如下：-
- (a) for a monthly subscription, the corresponding day of each and every month of the First Subscription Day (the “**Monthly Corresponding Day**”) or the immediately following Business Day if it is a non-Business Day; or  
對於月度認購，客戶選擇的第一個認購日的每個月的相應日期(下稱「**每月相應日**」)或(如非營業日)緊接著的下一個營業日；或
  - (b) for a weekly subscription, the corresponding weekday of each and every week of the First Subscription Day (the “**Weekly Corresponding Day**”) or the immediately following Business Day if it is a non-Business Day.  
對於每周認購，客戶選擇的第一個認購日的每個星期的相應日期(下稱「**每星期相應日**」)或緊接著的下一個營業日(如非營業日)。
  - (c) for a daily subscription, every Business Day after the First Subscription Day.  
對於每日認購，客戶選擇的第一個認購日後的每個營業日。
- 2.5. Unless otherwise specified by Orient Securities (Hong Kong), the cut-off day for applications to add, amend or terminate the Plan is one Business Day before the Monthly Corresponding Day or the Weekly Corresponding Day (as the case may be) or the immediately following Business Day if it is a non-Business Day. Such an application shall be made in writing and in the manner as prescribed by Orient Securities (Hong Kong) from time to time. Any application submitted after the cut-off day will take effect on the next Monthly Corresponding Day or the next Weekly Corresponding Day (as the case may be). In any case, the Client shall notify Orient Securities (Hong Kong) one Business Day in advance for any addition, amendment or termination of the Plan.  
除非東方證券（香港）另有規定，否則，申請增加、修訂或終止本計劃的截止日將在每月相應日或每星期相應日（視屬何情況而定）的前一個營業日，或緊接下一個營業日完成(如非營業日)。該申請須以書面及東方證券（香港）不時訂明的方式提出。截止日後提交的申請將於下一個每月相應日或下一個每星期相應日（視屬何情況而定）生效。在任何情況下，客戶需最少提早一個營業日就申請增加、修訂或終止本計劃通知東方證券（香港）。

- 2.6. The Client shall at all times maintain immediately available funds to pay the amount of the subscription. Orient Securities (Hong Kong) shall refuse any subscription of which its funds are sourced from margin or trading limits extended to the Client by Orient Securities (Hong Kong) or there are unsettled or unpaid debit balances in the Account.  
客戶應隨時保持立即可用資金，以支付認購金額。東方證券（香港）應拒絕其資金來源於東方證券（香港）向客戶提供的保證金或交易限額，或賬戶中存在未結算或未付借方餘額的認購。
- 2.7. In the event that the Client subscribes only one fund under the Plan while the Account does not have sufficient funds, Orient Securities (Hong Kong) is entitled not to proceed with the subscription for the relevant week or month in the event that the Client fails to make the payments of weekly or monthly or daily subscription (as the case may be) for three consecutive months or weeks or days (as the case may be) from the Monthly Corresponding Day or the Weekly Corresponding Day or daily subscription (as the case may be). Orient Securities (Hong Kong) reserves the right to terminate the Plan enrolled by the Client immediately without further notice to the Client.  
倘若客戶在賬戶資金不足的情況下，只認購本計劃項下的一隻基金，而客戶連續三個月或周或日（視屬何情況而定）未能繳付每周或每月或每日（視屬何情況而定）認購款項，東方證券（香港）有權在相關的一日或一周或一個月內不繼續進行認購。東方證券（香港）保留在不另行通知客戶的情況下立即終止客戶登記本計劃的權利。
- 2.8. In the event that the Client subscribes several funds under the Plan but the Account does not have sufficient funds for all subscriptions, Orient Securities (Hong Kong) shall have the discretion to allocate the funds in accordance with the sequential order of the funds set out in section 2A of the “Regular Investment Plan Application Form”.  
如果客戶根據本計劃認購了多筆基金，但賬戶沒有足夠的資金進行所有認購，東方證券（香港）有權按照「基金定投申請/終止/變更協議表格」第 2A 節規定的資金順序自行分配資金。
- 2.9. In the event that the Client have other transactions on the Monthly Corresponding Day or Weekly Corresponding Day or daily subscription day (as the case may be), if in Orient Securities (Hong Kong)’s opinion the Client’s Account do not have sufficient immediately available cleared funds to complete the Plan and other transactions, Orient Securities (Hong Kong) shall without prior notice to or confirmation from the Client and have absolute discretion to allocate the funds to execute partial of the transactions or the Plan, or do not execute any transaction and the Plan at all.  
倘若客戶於每月相應日或每星期相應日每日認購日（視屬何情況而定）有其他交易，假如東方證券（香港）認為客戶之帳戶內沒有足夠的即時可動用資金完成本計劃及其他交易，東方證券（香港）將在毋須事先告知客戶或由客戶確認及有絕對酌情權自行分配資金執行部份交易或本計劃，或者完全不執行任何交易及本計劃。
- 2.10. The funds applied for subscription shall be denominated in the currency of the funds subscribed under the Plan. Subject to clause 30.1 of Part II of this Agreement, Orient Securities (Hong Kong) shall carry out any currency conversion for the purpose of subscription(s) on behalf of the Client.  
運用於認購的款項應以本計劃認購資金的貨幣計價。根據協議第二部份第 30.1 條，東方證券（香港）應代表客戶進行任何貨幣轉換用作認購用途。
- 2.11. Orient Securities (Hong Kong) does not act for the fund manager of any fund. Orient Securities (Hong Kong) has no authority to accept the Client’s application for funds on behalf of the fund manager. Receipt by Orient Securities (Hong Kong) of the Client’s application for funds does not amount to acceptance of that application by the fund manager and any purchase of the funds is only effective upon acceptance by the fund house.

東方證券（香港）不代表任何基金的基金經理。東方證券（香港）無權代表基金管理人接受客戶的資金申請。東方證券（香港）收到客戶的基金申請並不代表基金經理接受該申請，任何購買基金的行為只有在基金公司接受後才有效。

- 2.12. The Client understands that in respect of a fund distributed by Orient Securities (Hong Kong), Orient Securities (Hong Kong) acts as agent in the transaction as it may specify and will benefit from the transaction or distribution of that fund. The Client also understands and acknowledges that as a distributor of the relevant fund, Orient Securities (Hong Kong) is entitled to receive and retain commissions and other fees from the fund manager of that fund, including full rebate of the initial charge (subject to any cap specified in the Offering Documents of that fund), the sharing in the management fee and switching fee as well as the marketing sponsorship fee.  
客戶明白，就東方證券（香港）分銷的基金而言，東方證券（香港）在其指定的交易中擔任代理人，並將從該基金的交易或分銷中獲益。客戶亦明白及承認，作為相關基金的分銷商，東方證券（香港）有權收取及保留該基金的基金經理的佣金及其他費用，包括首期收費的全額回扣（以該基金的發售文件所指明的任何上限為準），管理費和轉換費以及營銷贊助費的分攤。
- 2.13. The redemption proceeds for the fund(s) will be credited to the Account unless otherwise instructed by the Client.  
除非客戶另有指示，基金的贖回收益將貸記到有關賬戶。
- 2.14. Orient Securities (Hong Kong) reserves the right to vary the funds available for subscription under the Plan at any time and from time to time without prior notice to the Client. In the event that any fund subscribed by the Client is no longer available under the Plan, Orient Securities (Hong Kong) shall cease to carry out subscription for such fund forthwith without further notice.  
東方證券（香港）保留隨時及不時更改本計劃可供認購的資金的權利，而無須事先通知客戶。如客戶認購的任何基金根據本計劃不可使用，東方證券（香港）須立即停止認購該基金，而無須另行通知。
- 2.15. Orient Securities (Hong Kong) shall, at its discretion, suspend or terminate the Plan enrolled by the Client in whole or in part immediately without giving any prior notice in the event that: -  
在下列情況下，東方證券（香港）應按其酌情決定立即暫停或終止客戶登記的全部或部分本計劃，而無需事先通知：-
- (a) the fund shall no longer be recognised as an authorised fund by the SFC;  
基金不再獲證監會認可為認可基金；
  - (b) the fund ceases to operate;  
基金停止運作；
  - (c) the Client's risk profile does not match with the risk level of the relevant fund(s); or  
客戶的風險狀況與有關基金的風險水平不符；或
  - (d) Orient Securities (Hong Kong) is of the view that the Client is carrying on intra-day trading on the fund(s).  
東方證券（香港）認為客戶正在對基金進行日內交易。
- 2.16. In the event that the fund is suspended from accepting a subscription, any subscription of the relevant fund under the Plan enrolled by the Client shall be suspended accordingly until its subscription is resumed.  
如果基金暫停接受認購，則客戶登記本計劃下的相關基金的任何認購應相應暫停，直至其認購恢復。

- 2.17. Notwithstanding the foregoing clauses 2.14 and 2.15, Orient Securities (Hong Kong) is, at any time and from time to time without giving notice or reason, entitled to amend, withhold, suspend or terminate the Plan in whole or in part and/or unilaterally amend these Terms at its discretion. 儘管有上述第 2.14 和 2.15 條的規定，東方證券（香港）有權隨時、不時在沒有發出通知或理由的情況下，全部或部分地修改、扣留、暫停或終止本計劃，及/或單方面修改本條款。
- 2.18. Any written instruction, direction, notice or request made by the Client or Orient Securities (Hong Kong) under this Section shall be given in accordance with the manner under clause 5 of Part II of this Agreement. 客戶或東方證券（香港）根據本條作出的任何書面指示、指示、通知或要求，均須按照協議第二部份第 5 條的方式發出。
- 2.19. The Instructions accepted by Orient Securities (Hong Kong) to amend the subscription amount or frequency of the funds for contribution under the Plan for the same funds will apply and replace any previous instructions with respect to the same funds, if applicable. 東方證券（香港）接受的關於修改本計劃項下基金的認購金額或頻率之指示將適用於並取代之之前關於相同基金的任何指示（如適用）。
- 2.20. The Plan enrolled by the Client shall remain in full force and effect unless and until Orient Securities (Hong Kong) or the Client terminates the Plan in accordance with these Terms. 除非及直至東方證券（香港）或客戶根據本條款終止本計劃，否則客戶登記的本計劃仍具有完全效力。
- 2.21. The Client understands that Orient Securities (Hong Kong) has asked the Client to consider as follows:  
客戶了解東方證券（香港）已要求客戶考慮如下：
- (a) setting aside at least 6 months of personal or household expenses as liquid assets for unforeseeable emergency personal or family needs when considering the amount of funds available for achieving the Client's financial goals and considering to diversify the Client's investment and allocating the amount of fund across different products; and 在考慮可用於實現客戶財務目標的資金量時，考慮將其投資多樣化，並將資金量分配到不同產品時，將至少 6 個月的個人或家庭支出作為流動資產，以滿足不可預見的緊急個人或家庭需求；及
  - (b) (applicable if the Client is aged 65 or above) investing into lower risk products with capital protection and less into products where the capital is at risk, maintaining a higher proportion of assets in deposit based accounts, and reserving more personal or household expenses as liquid assets for unforeseeable emergency personal or family needs. (適用於客戶年滿 65 歲的情況) 投資於具有資本保護的低風險產品，較少投資於有資本風險的產品，保持存款賬戶中較高的資產比例，以及將更多的個人或家庭支出作為流動資產，以滿足不可預見的緊急個人或家庭需求。
- 2.22. In case of any disputes arising out of these Terms, the decision of Orient Securities (Hong Kong) shall be final and conclusively binding on the Client. 如對本條款有任何爭議，東方證券（香港）的決定對客戶具有最終約束力。

**Part XIII – TERMS AND CONDITIONS FOR EMPLOYEE STOCK OWNERSHIP PLAN**  
**第十三部份 – 員工股權激勵計劃條款及細則**

These Terms should be read in conjunction with Part II of this Agreement - General Terms and Conditions. In the event of any difference between those provisions and these Terms, these Terms herein shall prevail.

本條款須與協議第二部份 – 一般條款及細則一併閱讀。倘若該等條文與本條款存在差異，則以本條款為準。

**1. Definitions and Interpretations 定義及釋義**

- 1.1. In these Terms, unless redefined herein or the context requires otherwise, all expressions defined in Part I of this Agreement shall, where applicable, have the same meanings when used herein.

在本條款中，除另有定義或文意另有所指外，協議的第一部份所定義的詞彙在本條款具有相同涵義。

- 1.2. In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

在本條款中，除文意另有所指外，以下詞彙具有以下涵義：

**Employee Stock Ownership Plan  
“ESOP”**

「員工股權激勵計劃」

means plans of the company to provide equity incentives to the directors, senior managers, and other employees of the company with the stocks of the company as the subject matter, including but not limited to restricted shares, share option, stock appreciation rights and phantom stocks permitted by law and regulations.

指以公司股票為標的對公司董事、高級管理人員及其他員工提供法律和法規所允許的股權激勵計劃，包括但不限於受限制性股票、股票期權、股票增值權、虛擬股票等。

**Employer Company**

「僱主公司」

means a company that is permitted by law and regulations to provide ESOP.

指法律法規允許的可以提供員工股權激勵計劃的公司。

**ESOP Account**

「員工股權激勵賬戶」

means the Account dedicated for ESOP for the purpose of administration, exercise, filing and reporting etc.

指為管理，行使，歸檔，匯報等目的而專用的賬戶。

**ESOP Master Service Agreement(s)**

「員工股權激勵計劃主服務協議」

means the ESOP Service Agreement entered between the Employer Company and Orient Securities (Hong Kong).

指僱主公司與東方證券(香港)簽署的員工股權激勵計劃服務協議。

“the Plan”  
「本計劃」

means ESOP.  
指員工股權激勵計劃。

“these Terms”  
「本條款」

means all the terms and conditions in this Part XIII headed “Terms and Conditions for Employee Stock Ownership Plan” as from time to time amended and supplemented.  
指本第十三部分中不時修訂和補充的「員工股權激勵計劃條款及細則」中的所有條款及細則。

## 2. Terms for the Plan

- 2.1. These Terms for the Plan are subject to the provisions of Part II of this Agreement and those provisions shall apply to the instructions, directions and subscriptions given and made pertaining to the Plan mutatis mutandis.  
本計劃的本條款受協議第二部份的條文所約束，該等條文應比照適用於與本計劃有關的指示、指令和認購。
- 2.2. The Terms are only applicable to the Client entitled to the relevant ESOP under the ESOP Master Service Agreement.  
本條款僅適用於在員工股權激勵計劃主服務協議項下，享有對應的員工股權激勵計劃權益的客戶。
- 2.3. Orient Securities (Hong Kong) may provide ESOP Account for the Client and such Account shall not be allowed for any purpose other than the administration, exercise, filing and reporting of ESOP. For the avoidance of doubt, ESOP Account shall not be allowed to buy any securities or financial products. All promotional offers from Orient Securities (Hong Kong) will not apply to ESOP Account unless otherwise specified.  
東方證券(香港)可以為客戶提供員工股權激勵計劃賬戶，且該賬戶不允許用於任何除針對員工股權激勵計劃管理、行使、歸檔和匯報之外的目的。為免生疑問，員工股權激勵計劃賬戶不可用於買入任何證券或金融產品。除非另有指定，東方證券(香港)所有優惠並不適用於員工股權激勵計劃賬戶。
- 2.4. The Client hereby undertakes to comply strictly with all relevant law and regulations, including but not limited to listing rules of relevant stock exchanges, any prevailing regulations issued by the State Administration of Foreign Exchange of the People's Republic of China (“SAFE”) with respect to Issues concerning the Foreign Exchange Administration of Domestic Individuals' Participation in Equity Incentive Plans of Overseas Listed Companies as well as by State Taxation Administration of People's Republic of China. The Client hereby agrees that fund movement in ESOP Account may be subject to applicable law and prevailing rules and regulations issued by competent authorities including the State Administration of Foreign Exchange of the People's Republic of China.  
客戶在此承諾，嚴格遵守相關的法律法規，包括但不限於有關交易所的上市規則，中華人民共和國國家外匯管理局(「國家外管局」)發佈的關於境內個人參與境外上市公司股權激勵計劃外匯管理有關問題的規定以及中華人民共和國國家稅務總局的規定等。客戶在此同意，員工股權激勵賬戶資金轉移可能受制於適用的法律以及包括中華人民共和國國家外匯管理局在內的主管機關發布的法規和規則。
- 2.5. The Client hereby undertakes to comply strictly with any dealing restrictions in relation to ESOP imposed by law, regulations as well as policies from the Employer Company, including but not limited to any dealing restrictions in the specified period before announcement of

annual/interim results of the Employer Company, and/or in relation to price sensitive information etc. The Client hereby agrees that Orient Securities (Hong Kong) and/or the Employer Company may impose such dealing restrictions without prior notice to the Client and expressly waives any claims against Orient Securities (Hong Kong) for any loss in profits as a result of or in relation to the impose of such dealing restrictions. The Client expressly agrees to hold the Orient Securities (Hong Kong) harmless for any loss as a result of or in relation to any breaches of such dealing restrictions by the Client.

客戶在此承諾將嚴格遵守法律、法規和僱主公司政策對員工持股計劃的任何交易限制，包括但不限於在僱主公司發佈年度/中期業績之前的指定時段，及/或與價格敏感信息等有關的交易限制。客戶特此同意東方證券(香港)及/或僱主公司可在不事先通知客戶的情況下施加此類交易限制及明確放棄針對東方證券(香港)索償因為施加此類交易限制而招致的任何損失。客戶明確同意，東方證券(香港)不會因客戶違反此類交易限制而導致或與之相關的任何損失承擔責任。

- 2.6. The Client hereby agrees that once the ESOP Master Service Agreement is terminated for any reason or Orient Securities (Hong Kong) is notified by the Employer Company that the Client is no longer qualified for the ESOP, the ESOP Account may be terminated by Orient Securities (Hong Kong) at its absolute discretion.

客戶在此同意，一旦員工股權激勵計劃主協議因任何原因終止或者僱主公司通知東方證券(香港)客戶不再符合員工股權激勵計劃的資格，那麼東方證券(香港)擁有絕對酌情權終止客戶的員工股權激勵賬戶。

- 2.7. The Client hereby acknowledges that the successful exercise of ESOP is subject to verification, issuance, registration or transfer of shares in relation to ESOP by the Employer Company and relevant parties other than Orient Securities (Hong Kong ). The Client expressly waives any claims against Orient Securities (Hong Kong) for any loss in profits in the event of any such delay in verification, issuance, registration or transfer.

客戶在此認可，成功行使員工股權激勵計劃取決於除東方證券(香港)之外的僱主公司和有關方面的驗證，發行，登記和股份轉移。客戶在此明確放棄針對東方證券(香港)索償因為這類驗證，發行，登記和股份轉移延誤而招致的任何損失。

- 2.8. The Client hereby further authorize Orient Securities (Hong Kong) to do the following as well as those necessary for the purpose of provision of ESOP service, including but not limited to: 客戶在此進一步授權東方證券(香港)執行以下以及為提供員工股權激勵計劃服務所必須的事宜，包括但不限於：

- 2.8.1. The Client hereby authorizes Orient Securities (Hong Kong) to adjust, update or cancel (i) the entitlement of the Client under the ESOP; (ii) the period of exercise and vesting; (iii) or any other terms and conditions of the ESOP pursuant to the instructions from the Employer Company from time to time. The Client hereby confirms that the Employer Company may from time to time give such instructions on the grounds of different reasons, including but not limited to change of employment relationship of the Client or policies of the Employer Company which give rise to changes to the entitlement of the Client under ESOP. The Client hereby agrees that Orient Securities (Hong Kong) is not liable to any legal responsibility due to execution of instructions from the Employer Company in relation to the administration of ESOP.

客戶在此授權東方證券(香港)根據僱主公司不時發出的指示調整、修改或取消(i)客戶在員工股權激勵計劃項下的獎勵數目；(ii)獎勵的行使、歸屬期限；(iii)或者獎勵的任何其他條件及條款。客戶在此確認，僱主公司可根據不同原因在任何時間給予東方證券(香港)任何上述指示，包括但不限於僱傭關係的變更或者因為僱主公司的政策變更而導致客戶參與股權激勵計劃的資格被變更。客戶在此同意，東方證券(香港)不會因為執行僱主公司給予的有關管理該計劃的指示所採取的行動或遺漏負上法律責任。



- 2.8.2. In the event that the Client has exercised or purported to exercise the ESOP, the Client hereby authorizes Orient Securities (Hong Kong): (i) to notify the Employer Company on behalf of the Client in writing or any means it thinks fit; (ii) to deduct from ESOP Account any payment and/or consideration necessary for the exercise of ESOP, including but not limited to all necessary costs and expenses (including charges for exercise by Orient Securities (Hong Kong) and/or commissions or funding costs); (iii) to report, transfer of net proceeds and make payment of tax on behalf of the Client in accordance with law and regulations (including but not limited to those from State Taxation Administration and State Administration of Foreign Exchange of People's Republic of China); (iv) to provide the Client's personal information and account details to relevant listed companies, custodians etc. whether in the Mainland or in Hong Kong in order to facilitate the execution of ESOP or to comply with relevant regulations and rules in the Mainland or in Hong Kong where applicable.

如客戶已行使或者嘗試行使員工股權激勵計劃項下的獎勵，客戶在此授權：(i)東方證券(香港)代表客戶以書面或其他適當的方式通知僱主公司；(ii)東方證券(香港)從客戶賬戶中扣除客戶依照該計劃所需支付的款項和/或者對價，包括但不限於所有相關成本及開支(包括東方證券(香港)需收取的行使費用和/或者佣金或者融資成本，如有)；(iii)東方證券(香港)代表客戶依據法律法規(包括但不限於中華人民共和國國家稅務總局和國家外匯管理局的規定)提交報表，轉移淨所得款及清繳稅款等；(iv)東方證券(香港)為便利執行員工股權激勵計劃或為符合適用的內地或香港有關的法規和規則向有關上市公司、託管機構等提供客戶的個人信息和賬戶細節。

- 2.8.3. The Client further expressly authorizes Orient Securities (Hong Kong) to do the following on behalf of the Client, where the Client chooses to sell any incentive shares in exercise of and/or dealing with the awards and his dealings in the incentive shares:

若客戶選擇行使及/或處置獎勵並在處置獎勵股份時選擇出售獎勵股份，客戶進一步明確授權東方證券(香港)代表客戶作出以下行動：

- (a) to notify the Employer Company in writing (or other means Orient Securities (Hong Kong) thinks fit) of the Client's exercise of the Share Option;  
以書面(或者東方證券(香港)認為適當的其他方式)通知僱主公司客戶已經行使購股權；
- (b) to sell on the Client's behalf such number of incentive shares as instructed by the Client and to do all acts as Orient Securities (Hong Kong) may deem necessary to complete such sale;  
按照客戶指示，代表客戶出售指定數量的獎勵股份，並作出一切東方證券(香港)認為完成是項出售必須的行動；
- (c) to pay the subscription monies, if any, for the subscription of the incentive shares in accordance with the rules of the Plan from the Client's account;  
從客戶賬戶扣除客戶按照該計劃規則認購獎勵股份的認購款，如適用；
- (d) to repay the Orient Securities (Hong Kong) Financing together with all interest and all costs and expenses for the Client's exercise of and/or dealing with the awards and the Client's dealings in the incentive shares and for the Client obtaining the Financing (including but not limited to the exercise fee and financing charges (if applicable) chargeable by Orient Securities (Hong Kong)) from the sales proceeds of the Client's sale of the incentive shares or from the Client's account;  
從客戶出售獎勵股份所得款或客戶賬戶餘額償還客戶為行使購股權而取得的東方證券(香港)融資以及所有利息、所有成本及開支(包括但不限於東方證券(香港)有權收取的行使費及融資費用(如適用))；

- (e) to instruct the Employer Company in writing to issue the share certificates of the incentive shares in the name of “Orient Securities (Hong Kong) Limited” or such entity as Orient Securities (Hong Kong) may nominate from time to time.  
書面指示雇主公司以「東方證券(香港)有限公司」(或東方證券(香港)當時指定的該等其他實體)的名義發出獎勵股份的股票。

2.8.4. The Client expressly authorizes Orient Securities (Hong Kong) to do the following on behalf of the Client, where the Client chooses to hold the incentive shares through the Client’s account in exercise of and/or dealing with the awards:

若客戶選擇行使及/或處置獎勵並在處置獎勵股份時選擇透過客戶賬戶持有獎勵股份，客戶明確授權東方證券(香港)代表客戶作出以下行動：

- (a) to notify the Employer Company in writing (or other means Orient Securities (Hong Kong) thinks fit) of the Client’s exercise of the Share Option;  
以書面(或者東方證券(香港)認為適當的其他方式)通知雇主公司客戶已經行使購股權；
- (b) to pay the subscription monies, if any, for the subscription of the incentive shares in accordance with the rules of the Plan from the Client’s account and all related costs and expenses for the Client’s exercise of the share options (including but not limited to the exercise fee chargeable by Orient Securities (Hong Kong)) from the Client’s account;  
從客戶賬戶扣除客戶按照該計劃規則認購獎勵股份的認購款，如適用，以及本人行使購股權的所有相關成本及開支(包括但不限於東方證券(香港)有權收取的行使費)；
- (c) to instruct the Employer Company in writing to issue the share certificates of the incentive shares in the name of “Orient Securities (Hong Kong) Limited” or such entity as Orient Securities (Hong Kong) may nominate from time to time, and to arrange to deposit the incentive shares into Client’s account.  
書面指示雇主公司以「東方證券(香港)有限公司」(或東方證券(香港)當時指定的該等其他實體)的名義發出獎勵股份的股票，及安排獎勵股份存入客戶賬戶。

**Part XIV – TERMS AND CONDITIONS IN RELATION TO THE TRADING OF SPECIAL  
PURPOSE ACQUISITION COMPANIES (“SPAC”) LISTED IN THE HKEX  
第十四部份 – 有關買賣於港交所上市之特殊目的收購公司條款及細則**

**1. Service 服務**

- 1.1. Orient Securities (Hong Kong) provides to Eligible SPAC Investor the SPAC Shares and SPAC Warrant Service subject to and upon the TERMS AND CONDITIONS FOR ACCOUNT and the provisions in these Terms.

東方證券(香港)將依照賬戶條款及細則及本條款的規定，向客戶提供特殊目的收購公司股份及特殊目的收購公司權證服務。

- 1.2. Orient Securities (Hong Kong) may vary, modify, reduce or revoke the scope of the SPAC Shares and SPAC Warrant Service in whole or in part from time to time without prior notice or reference to Eligible SPAC Investor.

東方證券(香港)可以不時在未事先通知或諮詢客戶的情況下，全部或部分變更、修改、縮小或取消特殊目的收購公司股份及特殊目的收購公司權證服務的範圍。

**2. Eligible SPAC Investor 合格特殊目的收購公司投資者**

- 2.1. Eligible SPAC Investor means:  
合格特殊目的收購公司投資者指：

- (a) a “professional investor” within the meaning of the definition of “professional investor” in section 1 of Part I of Schedule 1 to the SFO; and  
合格特殊目的收購公司投資者指《證券及期貨條例》附件 1 第一部分第 1 條「專業投資者」定義的「專業投資者」；及
- (b) the client demonstrates, at Orient Securities (Hong Kong)’s absolute discretion, it/he/she/they are suitable to participate in SPAC Shares and SPAC Warrant trading.  
在東方證券(香港)有絕對酌情權決定下，客戶顯示其適合參與特殊目的收購公司股份及特殊目的收購公司權證交易。

- 2.2. SPAC Shares and SPAC Warrant (“SPAC Securities”) will be limited to professional investors only. The Client should be aware of any potential risks of trading SPAC Shares and SPAC Warrant.

特殊目的收購公司股份及特殊目的收購公司權證(「特殊目的收購公司證券」)僅限於專業投資者。客戶應注意交易特殊目的收購公司股份及特殊目的收購公司權證的任何潛在的風險。

- 2.3. In the event that the Client failed to demonstrate it/he/she/they comply with the requirements as “professional investor” or suitable to participate in SPAC Securities trading in the manner and within the time limited specified by Orient Securities (Hong Kong), the Client’s access to SPAC Securities Service shall be immediately terminated without prior notice. Any settled SPAC Securities in the account may immediately subject to compulsory unwinding.

如果客戶未能按東方證券(香港)規定的方式和期限證明它/他/她/他們符合「專業投資者」的條件或適合參與特殊目的收購公司證券交易，客戶的特殊目的收購公司證券服務將會被立即終止而不會提前通知。賬戶中任何已結算的特殊目的收購公司證券可能會被立即強制出售。

### **3. Compliance with Laws and Rules 遵守法律及規則**

- 3.1. Any trading in SPAC Securities will be subject to all SPAC Applicable Laws and Regulations and all such other applicable laws, rules and regulations as may be supplemented, amended and revised from time to time. The Clients agrees to be bound by all of the above in force from time to time and at any time.

特殊目的收購公司證券的任何交易均應遵守不時經補充、修訂及變更的所有特殊目的收購公司適用法律法規和所有其他適用法律、法規及條例。客戶同意在任何時候均受所有上述不時生效的法律法規及條例之約束。

- 3.2. The Client should understand the subscription and trading of SPAC Securities is restricted to professional investors only. The Client undertakes before the subscription or trading of SPAC Securities, he/she/it should be familiar with the rules stipulated by Exchange, as amended or supplemented from time to time, and any potential risks of trading SPAC Securities. Once Orient Securities (Hong Kong) receives notice (a “Forced-sale Notice”) from Relevant Regulators to sell and liquidate a specified number of SPAC Securities pursuant to Applicable Laws and Regulations, Orient Securities (Hong Kong) shall have the right to issue a corresponding notice (a “Client Forced-sale Notice”) to the Client requiring the Client to sell and liquidate any number of such SPAC Securities that the Client holds in his/her/its account with Orient Securities (Hong Kong) (as determined by Orient Securities (Hong Kong) in its sole discretion) within the period prescribed by the Relevant Regulators. The Client undertakes to comply with any such Client Forced-sale Notice and understands there may be a potential losses as a result of forced-sale, and waive all and any of his/her/its right to challenge the enforceability, legality and validity of the Forced-sale Notice.

客戶應理解認購和買賣特殊目的收購公司證券僅限於專業投資者。客戶承諾在交易認購和買賣特殊目的收購公司證券之前，熟悉由交易所發佈的相關規則（經不時修訂或補充）與任何潛在的風險。東方證券(香港)如收到任何有關監管機構要求其依照適用法律法規出售和賣出特定數量的特殊目的收購公司證券的通知（下稱「強制出售通知」），東方證券(香港)有權向客戶發出相應通知（以下簡稱「客戶強制出售通知」），要求客戶在該有關監管機構規定的期限內，出售和賣出其在東方證券(香港)開立的帳戶內持有的任何數量的相關特殊目的收購公司證券（具體數量由東方證券(香港)自主決定）。客戶承諾遵守任何該等客戶強制出售通知的要求，且理解強制出售可能帶來損失，並放棄對該通知的可強制執行性、合法性或效力提出異議的任何及所有權利。

- 3.3. As regards any Forced-sale Notice, Orient Securities (Hong Kong) is authorised to sell or arrange for the sale of such SPAC Securities on the Client’s behalf at such price and on such terms as Orient Securities (Hong Kong) may, in its absolute discretion, determine.

對於任何強制出售通知，客戶授權東方證券(香港)代表其按東方證券(香港)自主決定的價格和條款出售或安排出售相關特殊目的收購公司證券。

### **4. Risks Associated With SPAC Investments 投資特殊目的收購公司的相關風險**

- 4.1. Below is a brief summary of certain risk factors related to investing in SPACs and is not meant to be exhaustive. Client must perform their own evaluation of whether investing in any SPAC Securities aligned with one’s investment objectives, risk tolerance and financial situation. Some of these factors include:

以下為與投資特殊目的收購公司相關的某些風險因素的簡要總結，並非鉅細無遺。客戶必須自行評估投資任何特殊目的收購公司證券是否符合其投資目標、風險承受能力和財務狀況。其中一些因素包括：

- 4.1.1. SPACs are shell companies, and, unlike other private companies going public, have no

business track record, aside from the credentials of the SPAC management team, which makes evaluating a SPACs challenging.

特殊目的收購公司是空殼公司，與其他上市的私營公司不同，除了特殊目的收購公司管理團隊的資歷外，沒有任何業務往績記錄，故難以評估特殊目的收購公司。

- 4.1.2. SPAC Securities currently subject to Volatility Control Mechanism. Notwithstanding to such arrangements, the price of SPAC Shares and SPAC Warrants could still be very volatile and can result in a drastic depreciation in SPAC Securities' value.

特殊目的收購公司證券現時納入市場波動調節機制。盡管如此，特殊目的收購公司股份及特殊目的收購公司權證價格仍然可能非常波動並可能導致特殊目的收購公司證券急劇貶值。

- 4.1.3. There is the possibility that a SPAC will never find a suitable target, or that a majority of shareholders will not approve a proposed target, both of which could cause a depreciation in the investment.

特殊目的收購公司可能永遠找不到合適的目標，或者大多數股東不會批准提議的目標，這兩者都可能導致投資貶值。

- 4.1.4. There is a risk that shareholders may approve a De-SPAC Transaction Proposals, but following the vote, information is made available that could negatively impact investor sentiment and cause a depreciation of securities.

股東可能會批准 SPAC 併購交易提案，但在投票後，公開的信息可能會對投資者情緒產生負面影響並導致證券貶值。

## SCHEDULE 1 - RISK DISCLOSURE STATEMENTS

### 附錄 1 - 風險披露聲明

**Important Notice: The risk disclosure statements are not exhaustive. The Client should carefully read the contents of the risk disclosure statements and relevant rules to assess his risk tolerance and avoid unbearable losses before participating in the relevant transaction.**

**重要提示：風險披露聲明並非詳盡無遺。客戶在參與相關交易前，應仔細閱讀風險披露聲明的內容及相關規則，以評估客戶的風險承受能力，避免無法承受的損失。**

**The following risk disclosure statements are provided pursuant to paragraph 6 of the SFC Code of Conduct.**

**以下的風險披露聲明是根據 證監會操守準則第 6 段的要求予以提供：**

#### **Part A General Risk Disclosure**

##### **甲部 一般風險披露**

#### **1 Risk of Securities Trading 證券交易的風險**

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

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

#### **2 Risk of Trading Futures and Options 期貨及期權交易的風險**

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

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過客戶最初存入的保證金數額。即使客戶設定了緊急指示，例如「止蝕」或「限價」等指示，並未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對客戶的帳戶內任何因此而出現的短欠數額負責。因此，客戶在買賣前必須研究及理解期貨合約及期權，以及根據客戶本身的財政狀況及投資目標，仔細考慮這種買賣對客戶是否適合。如果客戶買賣期權，客戶應首先明瞭行使期權和期權到期的程序以及在行使期權或期權到期時客戶的權利和義務。

#### **3 Risk of Trading Growth Enterprise Market Stocks 買賣創業板股份的風險**

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

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

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.

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

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazette newspapers.

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網站上找到。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 he is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM Stock.

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不明白之處，應尋求獨立的專業意見。

#### **4 Risk 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 Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

東方證券(香港)及/或東方期貨(香港)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例及規例所監管的。這些法例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。

#### **5 Risk of Electronic Trading 電子交易**

Trading on an electronic trading system may differ from trading on other electronic trading systems. 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 hardware and software. The result of any system failure may be that the Client's order is either not executed according to the Instructions or is not executed at all. In particular, the Client's attention is drawn to the following:

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有關交易，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買賣盤不能根據指示執行，甚至完全不獲執行。請客戶尤其注意以下各項：

- (a) the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;

互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；

- (b) access to the website operated by Orient Securities (Hong Kong) and/or Orient

Futures (Hong Kong) may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance or for other reasons;

與東方證券（香港）及/或東方期貨（香港）的網站接達可能因為高峰期、市場波動、系統故障（包括硬件或軟件故障）、系統升級或維修或因其他原因而隨時及不時被限制、延誤或無法進行；

- (c) instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;  
透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於（以適用者為準）無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- (d) instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;  
透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出時的通行價格不同；
- (e) communications and personal data may be accessed by unauthorized third parties;  
未經授權第三方可能獲得通訊及個人資料；
- (f) instructions given through the internet or other Electronic Media may be executed without being subject to human review; and  
透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及
- (g) the status of the Client's instructions or orders for Transactions in the Account or execution thereof and the Client's cash position, securities position or other details relating to the Account as reflected in any acknowledgement, confirmation or other record posted on Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong)'s website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in the Account conducted through the Electronic Trading Service and that, in the case of doubt, the Client should contact the Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) to ascertain the status of the Client's other Transactions in the Account or other details relating to the Account.  
刊登在東方證券（香港）及/或東方期貨（香港）的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或有關交易買賣盤的進度或該等指示或買賣盤的執行，以及與有關賬戶客戶的現金狀況、證券狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄未必反映並非透過東方證券（香港）及/或東方期貨（香港）的網站進行的交易，如有疑問，客戶應聯絡東方證券（香港）及/或東方期貨（香港），以確定投資者的交易的進度或與有關賬戶有關的其他資料。

## 6 Risk in Relation to Authorized Third Party 關於授權第三者的風險

There are substantial risks in allowing an authorized third party to trade or operate the Account, and it is possible that instruction could be given by persons not properly authorized. Client accepts all of such an operation and irrevocably releases Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) from all liabilities arising out of or in connection with



such instructions, whether taken by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) or otherwise.

容許授權第三者進行交易或運作有關賬戶，是有重大風險，並且可能被未經正式授權者發出指令。客戶承受如此運作的一切風險，且不可撤銷地免除東方證券(香港)及/或東方期貨(香港)承擔此等指令(不論是由東方證券(香港)及/或東方期貨(香港)或其他人士接收)所引致或所關連的責任。

## **7 Risk of Providing an Authority to Repledge the Client's Securities Collateral etc. 提供授權將客戶的證券抵押品等再質押的風險**

There is risk if the Client provides Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) with an authority that allows it to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, pledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向東方證券(香港)及/或東方期貨(香港)提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

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

假如客戶的證券或證券抵押品是由東方證券(香港)及/或東方期貨(香港)在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若客戶是專業投資者，則有關限制並不適用。

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

此外，假如東方證券(香港)或東方期貨(香港)在有關授權的期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的提示，而客戶對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的同意下被視為已續期。

The Client is not required by any laws to sign these authorities. But an authority may be required by Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong), for example, to facilitate margin lending to the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to the Client the purpose for which one of these authorizes is to be used.

現時並無任何法例規定客戶必須簽署這些授權書。然而，東方證券(香港)及/或東方期貨(香港)可能需要授權書，以便例如向客戶提供保證金貸款或獲准將客戶的證券或證券抵押品借出予第三方或，作為抵押品存放於第三方。有關持牌或註冊人應向客戶闡釋將為何種目的而使用授權書。

If the Client signs one of these authorities and his securities or securities collateral are lent to

or deposited with third parties, those third parties will have a lien or charge on his securities or securities collateral. Although Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) is/are responsible to the Client for securities or securities lent or deposited under the Client's authority, a default by it/them could result in the loss of the Client's securities or securities collateral.

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出抵押。雖然有關東方證券(香港)及/或東方期貨(香港)根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但東方證券(香港)及/或東方期貨(香港)的違責行為可能會導致客戶損失客戶的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong). If the Client does not require margin facilities or does not wish his securities or securities collateral to be lent or pledged, the Client should not sign the above authorities and ask to open this type of cash account.

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如客戶毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

#### **8 Risk of Margin Trading 保證金買賣的風險**

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

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於東方證券(香港)及/或東方期貨(香港)作為抵押品的現金或任何其他資產。市場情況可能使備用交易指示，例如「止蝕」或「限價」指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合。

#### **9 Risk of Bonds Trading 債券買賣的風險**

The price of bonds can and does fluctuate and any individual bond may experience upward or downward movements and may even become valueless. There is inherent risk that losses may be incurred rather than profits made as a result of trading bonds. Independent assessment of the risks and appropriateness of the transaction in light of the Client's own objectives and circumstances, including the possible risks and benefits of entering into such transaction, should be considered before entering into any transaction.

債券之價格可能會及確實會波動，而個別債券之價格亦可升可跌，甚至變成毫無價值。債券買賣具有其潛在風險，故未必一定能夠賺取利潤，反而可能會招致損失。在進行任何交易之前，應考慮根據客戶的目標和情況對交易的風險和適當性進行獨立評估，包括進行此類交易可能帶來的風險和利益。

#### **10 Risk of Trading of Foreign Securities 買賣外國證券的風險**

The Client should only undertake trading of foreign securities if he understands the nature of foreign securities trading and the extent of his exposure to risks. In particular, foreign securities trading is not regulated by the HKSE and will not be covered by the Investor Compensation Fund. The Client should carefully consider whether such trading is appropriate for him in light of the Client's experience, risk profile and other relevant circumstances and seek independent professional advice if he 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，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。如有疑問，應徵求獨立專業意見。

## **11 Risk of Trading Derivative Products 買賣衍生工具產品的風險**

Trading in derivative products (including but not limited to equity-linked instruments, credit-linked notes, derivative warrants and convertible securities) tracking fluctuations in the price or level of securities, bonds, money market instruments, interest rates, reference indices or other benchmark) involves risks. Changes in market conditions may cause great changes in the value of such products. As a consequence, the Client's related exposure to price or market risk may be significantly higher in connection with a derivative product than with other non-derivative financial instruments with which the Client may be familiar.

買賣追蹤證券、債券、貨幣市場工具、利率、參考指數或其他指標的變動或水平變化的衍生工具產品(包括但不限於股票掛鈎工具、信貸掛鈎票據、衍生權證及可換股債券)將涉及風險。市況的轉變可為這些產品的價值帶來極大的變化。因此，客戶在衍生工具產品須承受的價格或市場風險，可能明顯地較客戶熟悉的其他非衍生金融工具所涉及的有關風險為高。

Derivative products may not be suitable for the Client as they can be complex and carry with them substantial risk of loss. The Client should make investment in derivative products only after carefully assessing among other things the direction, timing, and magnitude of the potential future changes in the price or level of the underlying asset or instrument or other benchmark, as the return of any such investment may be dependent upon such changes. However, risks associated with trading in derivative products are not and should not be presumed to be predictable.

衍生工具產品可會是複雜的，它們並且可帶來極大的虧損風險，所以此類產品可能並不適合客戶。客戶應當只在小心評估相關資產、工具或其他有關指標的價格或水平的潛在將來變化的方向、時間及大小幅度及其他有關因素之後，才考慮投資衍生工具產品，因為任何這種投資的回報可受此等變化的影響。但是，買賣衍生工具產品所涉及的風險並不是及不應被假設是可預期的。

Investing in certain types of derivative products may result in the Client having to take or make delivery of certain underlying asset or instrument at a pre-determined price. In such circumstances, the Client will need to perform such obligation however far the market price or level of the underlying asset or instrument has moved away from the pre-determined price or level and the resulting losses to the Client can be substantial.

投資某種類衍生工具產品的可能結果是客戶須要以某預定的價格購入或交付某些相關的資產或工具。在這種情況下，無論相關資產或工具的市場價格或水平偏離預定的價格或水平多麼遠，客戶將須履行有關的責任，並且客戶結果將須承受的虧損可能會很大。

## **12 Risk of Trading Equity-Linked Instruments 買賣股票掛鈎工具的風險**

The return component of equity-linked instruments is based on the performance of a single equity security, a basket of equities securities, or an equity index. The Client may suffer capital loss should the price of the underlying shares go against his view. In extreme cases,

the Client may lose his entire capital. The maximum return on investment is usually limited to a predetermined amount of cash as specified in the equity-linked instruments. So even if the Client's view of the direction of the underlying stock price is correct, the Client will not gain more than then specified amount. The return payable for the equity-linked instruments is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after the specified time. Unlike traditional time deposits, there is no guarantee that the Client will get a return on the Client investment or any yield. There is also a possibility that issuers default on their obligation in returning the Client the purchase principal or in selling the Client the underlying stocks. When the Client buys equity-linked instruments for higher returns, the Client must be prepared to take higher risks. The Client should, therefore, consult with the Client's own legal, tax, financial and other relevant professional advisers prior to entering into any particular transaction. It is important for the Client to determine whether any transaction is suitable for the Client or (where applicable) the Client's operations, business or organisation in light of the Client's own experience, circumstances, objectives and resources, and the Client should be aware that this is his sole responsibility.

股票掛鈎工具的回報，取決於某只股票、一籃子股票或某只股票指數的表現。如正股股價的走勢和客戶的看法相反，客戶可能會虧本。在最壞的情況下，客戶可能蝕掉全部本金。投資股票掛鈎工具的最大回報，通常只限於股票掛鈎工具中預訂的現金數額，因此即使客戶對正股的走勢看法正確，所得的回報不會超過訂明的數額。高息票據的回報，取決於正股在估價日某個特定時間的表現，並不受正股在該特定時間之前或之後的股價波動所影響。與傳統定期存款不同，投資在股票掛鈎工具並不保證客戶會有回報或收益。此外，票據發行商可能不履行責任把購買本金退還客戶或向客戶出售正股。客戶購買股票掛鈎工具以追求較高回報，必須有準備要承擔較高風險。因此，客戶在執行任何交易前，必須先諮詢本身的法律、稅務、財政及其它有關專業顧問意見。客戶必須考慮本身經驗、環境、目標及資源，決定交易是否適合客戶或(倘適用)客戶的營運、業務或機構，客戶須知道責任概由自己承擔。

### 13 Risks Relating to Structured Products 有關結構性產品的風險

For a list of risk factors in relation to any structured products, please refer to the listing or offering documents in respect of such structured products. The Client should make his own independent appraisal of the risks and should consult, to the extent the Client considers necessary, the Client's own legal, financial, tax, accounting and other professional advisors in this respect prior to any subscription or acquisition. The price of structured products may fall in value as rapidly as it may rise and investors in certain structured products may sustain a total loss of their investment.

有關個別結構性產品風險的論述，請參閱有關該結構性產品的上市或發售文件。客戶於作出任何認購或購買前，須對風險自行作出獨立評估，並在客戶有需要時，諮詢客戶的法律、財務、稅務、會計及其他專業顧問。結構性產品的價格可急速下跌或上升，若干結構性產品的投資者可能蒙受其投資的全盤損失。

There can be no assurance that a trading market will develop in a structured product even if it is listed on the HKSE. There may at times be no counterparty or in the case of structured products listed on the HKSE, the issuer of such structured products or its affiliate may be the only person quoting prices on the HKSE.

即使某結構性產品在香港聯合交易所有限公司（“聯交所”）上市，概無保證會形成該結構性產品的買賣市場。有些時候，客戶可能無法為進行結構性產品交易覓得對手，或當有關結構性產品在聯交所上市時，只有結構性產品的發行人或其相關公司在聯交所報價。

Investing in any of the structured products is not equivalent to investing directly in the underlying stock, index or other asset. The market value of the structured products may by

influenced by many unpredictable factors, including but not limited to market conditions affecting the underlying asset, the actual or perceived creditworthiness of the issuer and/or guarantor of such structured products, interest rates and general economic, financial, political, regulatory or judicial events. Where past performance is referred to, it is not indicative of future performance.

投資於結構性產品不等如直接投資於相關股票、指數或其他資產。結構性產品的市值可受到多種無法預測的因素影響，包括但不僅限於影響相關資產的市況、該結構性產品之發行人及／或擔保人的實際信譽或對其信譽的看法、利率及一般經濟、金融、政治、監管或司法事件。過往的表現的參考並非將來表現的指標。

Orient Securities (Hong Kong) and its Associates may engage in transactions involving, as well as provide investment banking and other services to, any company or to any trustee or manager of a trust underlying the structured products or their securities and those transactions may have a positive or negative impact on the value of such structured products. Orient Securities (Hong Kong) and its Associates may have officers who serve as directors of any of the companies underlying the structured products and may issue other competing financial products which may affect the value of the structured products. The Client should also note that potential conflicts of interest may arise from the different roles played by members of Orient Securities (Hong Kong) and its Associates in connection with the structured products and the economic interests in each role may be adverse to the Client's interests in such structured products. Orient Securities (Hong Kong) and its Associates owe no duty to the Client to avoid such conflicts.

東方證券(香港)及其關聯公司有可能參與涉及任何公司、任何信託受託人或經理人相關證券之交易，並且向他們提供投資銀行及其它服務，而這些交易可能對此類結構性產品的價值產生正面或負面影響。東方證券(香港)及其關聯公司可能有主管人員在結構性產品有關之任何公司中擔任董事，並且可能發行其他競爭的金融產品，從而影響結構性產品的價值。客戶亦須注意，東方證券(香港)及其關聯公司可能由於在結構性產品中擔任不同角色而產生潛在的利益衝突，而且各角色之經濟利益可能與客戶在此類結構性產品中之利益有負面影響。東方證券(香港)及其關聯公司概不承擔為客戶避免此類衝突之責任。

#### **14 Risk of Funds and Unit Trusts 基金及單位信託基金的風險**

Risks are involved in investing in funds and unit trusts. The prices of funds and unit trusts fluctuate, sometimes dramatically. The price of funds and unit trusts may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling funds and unit trusts.

投資基金及單位信託基金涉及風險。基金及單位信託基金價格可能非常反覆。基金及單位信託基金價格可升可跌，甚至變成毫無價值。一般情況下，買賣基金及單位信託基金未必可賺取利潤，反而會蒙受損失。

Past performance figures are not indicative of future performance. The Client should carefully read the offering documents for details before making any investment decision. 往績數字並非未來表現的指標。客戶於作出任何投資決定前，應仔細閱讀發售文件。

Investment in funds or unit trusts is different to placing moneys on deposit with a bank. The funds or unit trusts are not deposits or other obligations of, or guaranteed by, Orient Securities (Hong Kong) or its Associate. The fund company or unit trust manager is under no obligation to redeem shares in any fund or unit trust at the price at which they were issued. Although Orient Securities (Hong Kong) may not charge a fee for providing services relating to funds or unit trusts, Orient Securities (Hong Kong) will normally be paid a Commission or rebate by the fund or unit trust manager for arranging transactions involving funds or unit trusts.

基金或單位信託基金投資有別於在銀行置存款項。基金或單位信託基金並不屬於存

款或東方證券(香港)或其聯營公司的其他責任，亦不獲東方證券(香港)或其聯營公司的保證。基金公司或單位信託基金經理不負責按任何基金或單位信託基金的發售價贖回在基金或單位信託基金的股份。儘管東方證券(香港)不一定就提供基金或單位信託基金的相關服務而收費，惟東方證券(香港)一般會獲基金或單位信託基金經理支付安排涉及基金或單位信託基金的佣金或回佣。

Since some markets in which some of the funds or unit trusts invest may be subject to a higher than usual risk of political or economic instability, the assets of and income from such funds or unit trusts may be affected unfavorably by fluctuations in currency rates, exchange control and fiscal regulations and as a result, the shares of these funds and unit trusts may be subject to substantial price volatility. Some markets may not be subject to accounting, auditing and financial reporting standards and practices comparable to those applicable in more advanced countries, and there may be less government supervision, legal regulation and less well defined tax laws and procedures than in countries with more advanced securities markets.

由於部分市場的某些基金或單位信託基金可能會受到較一般政治或經濟不穩定風險為高的限制，因此該等基金或單位信託基金的資產及收益可能會蒙受匯率、外匯管制及財政規例反覆的不利影響，並可能由此令此等基金及單位信託基金的股份受著價格大幅波動的規限。部分市場可能不受會計、核數及財務報告準則及實務的規限，惟該等規限則適用於較先進的國家，此外，比較先進證券市場的國家，該等市場的政府監管、法律規例及已確立的稅法及程式可能會較少。

Certain funds or unit trusts may invest in higher yielding securities rated lower than investment grade. Below investment grade securities such as, for example, high yield debt securities, may be considered speculative and can include securities that are unrated or in default. As a result, investment in these funds or unit trusts are accompanied by a higher degree of credit risk than is present in investment in higher rated, lower yielding securities. 若干基金或單位信託基金可能會投資於低於投資級評級但具有較高收益率的證券。在投資級別以下的證券，例如高收益率債務證券可能被視為屬投機性，其中可包括非評級或失責證券。因此，投資於此等基金或單位信託基金較目前投資於評級較高但收益率較低的證券具有更高度的信貸風險。

The Client should carefully consider prior to investing in funds or unit trusts, (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange control requirements which the Client might encounter under the laws of the countries of the Client's incorporation, citizenship, residence or domicile and which might be relevant to the purchase, sale, subscription, holding, conversion or disposal of the shares in funds or unit trusts.

在投資基金或單位信託基金前，客戶應詳細考慮，(a)可能的稅務後果，(b)法律規定，以及(c)根據客戶的註冊成立國家、公民地位、住所或本籍國家的法律，客戶可能面對的及可能與購買、銷售、認購、持有、轉換或出售基金或單位信託基金內股份有關的任何外匯管制規定。

The market for technology or technology-related funds or unit trusts can be highly volatile and in many cases their prices may reflect market speculation rather than the underlying economic value of such funds or unit trusts.

有關科技或科技相關的基金或單位信託基金的市場可以極之波動，且在大部分情況下，其價格可能反映市場的投機活動，而非該等基金或單位信託基金的當時經濟價值。

Certain capital guaranteed/capital preserved funds or unit trusts generally carry some terms and conditions, and redemption of shares in the funds or unit trusts prior to fulfilling all the terms and conditions specified in the offering documents or prospectus will be subject to

market fluctuations or a redemption fee. Capital guaranteed/capital preserved funds or unit trusts are not guaranteed by us or our affiliates.

若干保本／資本保值基金或單位信託基金一般附帶某些條款及條件，而於達成發售文件或章程列明的所有條款及條件前，贖回基金或單位信託基金股份將受市場波動或贖回費所規限。東方期貨(香港)或東方期貨(香港)的聯營公司不對保本／資本保值基金或單位信託基金作出保證。

**15 Risk of Trading NASDAQ-AMEX Securities at the Stock Exchange of Hong Kong Limited 在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險**

The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. The Client should consult Orient Securities (Hong Kong) and become familiarized 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 the Growth Enterprise Market of the Stock Exchange of Hong Kong Limited.

按照納斯達克 - 美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶在買賣該項試驗計劃的證券之前，應先諮詢東方期貨(香港)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香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

**16 Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties 提供代存郵件或將郵件轉交第三方的授權書的風險**

If the Client provides Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client’s account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如客戶向東方期貨(香港)及/或東方期貨(香港)提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取有關於客戶帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時察覺到任何差異或錯誤。

**17 Risk of Entering into over-the-counter Derivative Transactions with an Unlicensed Person 與非持牌人訂立場外衍生工具交易的風險**

If the Client enters into over-the-counter derivative transactions with Orient International Investment Products Limited (“the Client’s Counterparty”), it is important for the Client to note that the Client’s Counterparty is not licensed by the SFC and hence is not subject to the conduct and prudential supervision by the SFC.

與非持牌人訂立場外衍生工具交易的風險假如客戶與東證國際投資產品有限公司（下稱「客戶的對手方」）訂立場外衍生工具交易，客戶必須注意，客戶的對手方並無獲證監會發牌，因此不受證監會的操守及審慎監管。

The Client should also note that the Client’s Counterparty is not regulated by any other financial regulator and as such, the Client may not receive any regulatory protection at all.

客戶亦應注意，客戶的對手方並無受到任何其他金融監管機構所規管，因此客戶可能完全不會獲得任何監管保障。

The Client should cautiously consider whether it would be in the Client’s best interest to enter into over-the-counter derivative transactions with the Client’s Counterparty instead of a licensed corporation and seek independent professional advice when in doubt.

客戶應審慎考慮，與客戶的對手方（而並非與持牌法團）訂立場外衍生工具交易是否符合客戶的最佳利益；如有疑問，客戶應尋求獨立的專業意見。

## Part B Additional Risk Disclosure for Futures and Options Trading

### 乙部 關於期貨及期權買賣的額外風險披露

The brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the contracts (and contractual relationships) into which the Client is entering and the extent of his exposure to risk. Trading in futures and options is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for the Client in light of the Client's experience, objectives, financial resources and other relevant circumstances.

此簡要之風險披露聲明並不能盡述有關期貨及期權買賣之所有風險及其他重要事項。鑒於交易會有風險，客戶務須首先了解客戶將會訂立之合約之特性(及其契約關係)以及客戶所能承擔之風險程度，方能進行此種交易。期貨及期權買賣並不適合許多公眾人士。客戶應在仔細權衡本身之經驗、目標、財政來源及其他有關情況後，方判斷客戶是適合進行期貨及期權買賣。

#### 1 Futures 期貨

##### 1.1 Effect of "Leverage" or "Gearing" 「槓桿」或「倍數」效應

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit; this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with Orient Futures (Hong Kong) to maintain in the Client's position. If the market moves against the Client's position or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain Client's position. If the Client fails to comply with a request for additional funds within the time prescribed, the Client's position may be liquidated at a loss and the Client will be liable for any resulting deficit.

期貨買賣須承擔高度風險。在期貨買賣中，最初保證金款額相對於期貨合約之價值為小，以達到交易之「槓桿」或「倍數」效應。市場上的較少波動可能對客戶已經存入或將會存入的資金產生相對較大的影響；這可能對客戶不利，亦可能對客戶有利。客戶可能會完全虧蝕客戶開倉時存付予東方期貨(香港)之所有最初保證金以及隨後因補倉而增存之額外保證金。倘若市場變化不利於客戶之持倉或保證金款額被提高時，東方期貨(香港)可能會於短時間內通知客戶增補大筆保證金補倉，以便客戶得以繼續持有手上之合約。倘若客戶未能在指定時間內繳付所需保證金補倉，則客戶之未平倉合約可能會在虧蝕之情況下被平倉，客戶亦須承擔由此產生之任何虧蝕。

##### 1.2 Risk-reducing orders or strategies 減少風險的指示或策略

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

發出某些指示(例如「止蝕盤」或「止蝕限價盤」指示)將虧損限制於某一金額不一定奏效，因為市況可能會令該等指示難以執行。採取組合持倉策略(例如「跨價/跨期組合」或「馬鞍式組合」)亦會面臨採取單邊的買入(長倉)或(短倉)相同的風險。

##### 1.3 Disclaimer in Relation to Trading Stock Index Futures Contracts 有關買賣股票指數期貨的免責聲明

Hang Seng Indexes Company Limited ("HSIL") currently publishes, compiles and computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited ("HSDS") from time to time



(collectively, the “Hang Seng Indexes”). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the HKFE by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on any of the Hang Seng Indexes respectively (collectively, “Futures Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the HKFE nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the HKFE and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third-party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasicontractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

恒生指數有限公司 (Hang Seng Indexes Company Limited) (“HSIL”) 現時公布、編纂及計算一系列的股票指數及可能不時應恒生資訊服務有限公司 (Hang Seng Data Services Limited) (“HSDS”) 的要求公布、編纂及計算其他股票指數 (統稱「恒生股票指數」)。各恒生股票指數的商標、名稱及編纂及計算程序均屬 HSDS 獨家及全權擁有。HSIL 經已許可期交所使用恒生股票指數作推出、推廣及買賣以任何恒生股票指數為根據的期貨合約 (統稱「期貨合約」) 的唯一及其相關用途。HSIL 有權隨時及無須作出通知更改及修改編纂及計算任何恒生股票指數的程序及任何有關的程式、成份股及因素。期交所亦有權隨時要求任何期貨合約以一隻或多隻替代指數交易及結算。期交所、HSDS 及 HSIL 均未有向任何期交所會員或任何第三者保證、表示或擔保所有或任何恒生股票指數、其編纂及計算或任何有關資料的準確性及完整性，亦未有就所有或任何恒生股票指數作出任何其他性質的保證、表示或擔保，任何人士亦不能暗示或視該等保證、表示或擔保已獲作出。期交所、HSDS 及 HSIL 均不會及無須就使用所有或任何恒生股票指數作有關所有或任何期貨合約的交易或其他用途、或 HSIL 編纂及計算所有或任何恒生股票指數時出現的任何錯漏、錯誤、阻延、中斷、暫停、改變或失敗 (包括但不限於因疏忽引致的)、或期交所會員或任何第三者可能因期貨合約的交易直接或間接引致的任何經濟或其他損失負責。任何期交所會員或第三者均不能就本聲明內所指的任何事項引起或有關的問題向期交所及／或 HSDS 及／或 HSIL 提出要求、訴訟或法律程序。任何期交所會員或第三者作出期貨合約交易時均完全明瞭本聲明並不能對期交所，HSDS 及／或 HSIL 有任何依賴。為免生疑問，本免責聲明並不會於任何期交所會員或第三者與 HSIL 及／或 HSDS 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

## 2 Options 期權

### 2.1 Variable degree of risk 不同程度的風險

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for the Client's position to become profitable, taking into account the premium and all transaction costs.

買賣期權須承擔高度風險。期權買家及沽家應熟悉其預期買賣之期權種類(即：認沽或認購)及附帶風險。客戶須計算客戶之期權價值需要增加的程度，包括期權金及所有交易成本，以圖持倉有利可圖。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, the Client will suffer a total loss of the Client's investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, the Client should be aware that the chance of such options becoming profitable ordinarily is remote.

期權買家可以沖銷或行使期權或任由期權到期屆滿。行使期權時，可以通過現金結算，買家購買或交付有關權益等形式進行。如果期權屬期貨合約，買家將購買一個連同相關保證金責任(請參閱以上期貨一節)的期權持倉。倘若所購買之期權到期並失去價值，客戶將失客戶之全部投資(包括期權金及交易費)。倘若客戶考慮購買極價外的期權，則客戶應明白此等期權獲利之機會極微。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

賣出(「沽」或「授予」)期權的風險通常比買入期權的風險大。雖然沽出者所收到的期權金款額是固定的，但沽出者所蒙受的虧損卻可能遠超過此款額。倘若市況對沽出者不利，沽出者須繳付額外的保證金補倉。沽出者也可能面對買家行使期權的風險，屆時沽出者將有義務以現金結算期權或購買或交付有關權益。如果期權屬期貨合約，則沽出者將取得一個連同相關保證金責任(請參閱以上期貨一節)的期貨合約。倘若沽出者通過持有有關權益或期貨合約的相應持倉或另一份期權對其期權作出「備兌」，則可能減低風險。如果期權沒有備兌，則虧蝕的風險可能是無限的。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些司法管轄區的一些交易所允許延遲支付期權金，使買家所承受的繳付保證金責任不超過期權金款額，但買家仍須承受虧蝕期權金和交易費的風險。當期權被行使或到期時，買家應承擔當時所虧欠之任何期權金餘額。

## 2.2 Disclaimer in Relation to Trading of Stock Index Option Contracts 有關買賣股票指數期權的免責聲明

HSIL currently publishes, compiles and computes Hang Seng Indexes. The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the HKFE by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on any of the Hang Seng Indexes respectively (collectively, the "Option Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the HKFE may at any time require that trading in and settlement of such of the Option Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the HKFE nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the HKFE and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third-party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasicontractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

HSIL 現時公布、編纂及計算恒生股票指數。各恒生股票指數的商標、名稱及編纂及計算程序均屬 HSDS 獨家及全權擁有。HSIL 經已許可期交所使用恒生股票指數作推出、推廣及買賣以任何恒生股票指數為根據的期權合約（統稱「期權合約」）的唯一及其相關用途。HSIL 有權隨時及無須作出通知更改及修改編纂及計算任何恒生股票指數的程序及任何有關的程式、成份股及因素。期交所亦有權隨時要求任何期權合約以一隻或多隻替代指數交易及結算。期交所、HSDS 及 HSIL 均未有向任何期交所會員或任何第三者保證、表示或擔保所有或任何恒生股票指數、其編纂及計算或任何有關資料的準確性及完整性，亦未有就所有或任何恒生股票指數作出任何其他性質的保證、表示或擔保，任何人士亦不能暗示或視該等保證、表示或擔保已獲作出。期交所、HSDS 及 HSIL 均不會及無須就使用所有或任何恒生股票指數作有關所有或任何期權合約的交易或其他用途、或 HSIL 編纂及計算所有或任何恒生股票指數時出現的任何錯漏、錯誤、阻延、中斷、暫停、改變或失敗（包括但不限於因疏忽引致的）、或期交所會員或任何第三者可能因期權合約的交易直接或間接引致的任何經濟或其他損失負責。任何期交所會員或第三者均不能就本聲明內所指的任何事項引起或有關的問題向期交所及／或 HSDS 及／或 HSIL 提出要求、訴訟或法律程序。任何期交所會員或第三者作出期權合約交易時均完全明瞭本聲明並不能對期交所，HSDS 及／或 HSIL 有任何依賴。為免生疑問，本免責聲明並不會於任何期交所會員或第三者與 HSIL 及／或 HSDS 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

### 3 Additional Risk Common to Futures and Options 期貨和期權共有的額外風險

#### 3.1 Terms and conditions of contracts 合約的條款和條件

The Client should ask Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) about the terms and conditions of the specific futures or options which the Client is trading and associated obligations (e.g. the circumstances under which the Client may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options and, in restrictions, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

客戶須向東方證券(香港)及/或東方期貨(香港)查詢有關客戶買賣特定期貨或期權之條款和條件及其相關義務(即在何種情形下客戶有義務交付或接受交付期貨合約之有關權益，以及就期權而言，到期日期以及對行使時間的限制)。在某些情況下，未完成之合約的細節(包括期權之行使價)可由交易所或結算公司加以修訂，以便反映有關權益的變化。

#### 3.2 Suspension or restriction of trading and pricing relationships 停市或限制買賣與定價關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract month because of price limited or “circuit breakers”) may increase the risks of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold options, this may increase the risk of loss.

市場情況(如無流通量)及/或某些市場規例的運作(如由於價格限制或「停板」造成任何合約或合約月暫停交易)可令客戶難以或不能執行交易或平倉/沖銷持倉量。如果客戶已沽出期權則可能增加虧蝕的風險。

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge fair value.

此外，有關權益與期貨以及有關權益與期權之間可能不存在正常的定價關係。例如，當有關期權之期貨合約受價格限制而該期權本身卻不受限制時，往往會發生此情況。有關權益缺乏參考價格亦可令人難以判斷其「公平」之價值。

#### 3.3 Deposited cash and property 存付現金和財產

The Client should familiarize himself with the protection given to money or other property the Client deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which the Client may recover the Client's money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as the Client's own will be pro-rated in the same manner as cash for purpose of distribution in the event of a shortfall.

客戶必須熟悉關下在境內或外國之交易中所付的金錢或其他財產所能得到的保護，特別是某家經紀無償債能力或破產時得到的保護。客戶取回該金錢或財產可能受特定的法律或當地條例制約。在一些司法管轄區，如出現虧額，被實際辨認為客戶所擁有之財產，亦可能像現金一樣被按比例分配。

#### 3.4 Commission and other charges 佣金及其他收費

Before the Client begins to trade, the Client should obtain a clear explanation from Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) of all commission, fees and other charges for which the Client will be liable. These charges will affect the Client's net profit (if any) or increase the Client's loss.

在開始進行交易之前，客戶須要求東方證券(香港)及/或東方期貨(香港)清楚解釋並提供有關客戶有責任支付之一切佣金、費用及其他收費。這些收費將影響客戶之淨利潤(如有)或增加客戶的虧損。

### 3.5 Transactions in other jurisdictions 在其他司法管轄區交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk and diminished protection, including but not limited to the fact that Orient Futures (Hong Kong)'s overseas counterparties and that futures market are not subject to the regulation of the SFC and may be subject to laws and regulations which may be different from the SFO and the rules and regulations made thereunder and consequently, the Client may not enjoy the same protection as that conferred on trading in a Hong Kong futures market. Before the Client trades, he should enquire about any rules relevant to his particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's transactions have been effected. The Client should ask Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for details about the types of address available in both the Client's home jurisdiction and other relevant jurisdictions before the Client starts to trade.

倘若客戶在其他管轄區的市場(包括與客戶國內市場正式連接的市場)進行交易，客戶可能須承擔額外的風險及較少保護，包括但不限於東方期貨(香港)的海外對手方及該期貨市場不受證監會所規管及可能受到有別於《證券及期貨條例》及據此訂立的規則和規例的法律及規例所規管，而因此客戶可能無法享有在香港期貨市場進行交易所獲賦予的相同保障。客戶進行交易之前，請查詢與客戶之具體交易有關之任何規則的詳情。客戶之本地監管機構將不能執行客戶進行交易之其他司法管轄區的監管機構或市場的規則。在開始交易之前，客戶應向東方證券(香港)及/或東方期貨(香港)查詢有關客戶之本國管轄區及其他有關司法管轄區所提供之賠償補救種類的詳情。

### 3.6 Currency risk 貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Client's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

當有必要把合約之貨幣單位拆算為另一貨幣時，以外幣為計算單位之合約交易的利潤或虧損(不論是在客戶之本國或其他司法管轄區交易)將受匯率波動的影響。

### 3.7 Trading facilities 交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, the Client should ask Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) for details in this respect.

電子交易設施均以電腦組合系統進行落盤，執行，對盤，買賣登記或結算。如同其他所有設施系統一樣，該等設施易受暫時中斷或故障影響，客戶彌補若干損失的能力可能受到系統提供者，市場，結算公司及/或其他參與公司對責任實施之限制的影響。該等限制各有不同，客戶應向東方證券(香港)及/或東方期貨(香港)查詢有關詳情。

### 3.8 Electronic trading 電子交易

Trading on an electronic trading system may differ from trading on other 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 hardware and software.

The result of any system failure may be that the Client's order is either not executed according to the Instructions or is not executed at all.

在某個電子交易系統進行交易與在其他電子交易系統進行交易可能不同。倘若客戶的某個電子交易系統進行交易，客戶將承受該系統之相關風險，包括硬件及軟件發生故障的風險。任何系統發生故障的後果可能使客戶的指示不能按指示執行或者根本沒有被執行。

### 3.9 Services provided through electronic means 電子服務

Due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication. Transactions conducted via electronic means are subject to delays in transmission and receipt of the Instructions or other information delays in execution or execution of the Instructions at prices different from those prevailing at the Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication. It is also usually not possible to cancel an Instruction after it has been given.

由於無法預計的通訊阻塞或其他原因，電子傳送不一定是一種可靠的通訊方法。通過電子工具進行的交易，在傳送和接收客戶指示或其他資料時會出現延遲，在執行指示時會出現延遲或以不同於客戶發出指示時的價格執行指示，通訊亦會出現故障或中斷。客戶還需承擔通訊中之誤解或錯誤的風險，而指示發出後通常不可取消。

### 3.10 Off-exchange transactions 交易所場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. Orient Securities (Hong Kong) and/or Orient Futures (Hong Kong) may be acting as the Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regime. Before the Client undertakes such transactions, the Client should familiarize himself with applicable rules and attendant risks.

在一些司法管轄區，經紀只能在若干限制下方可進行場外交易。東方證券(香港)及/或東方期貨(香港)可能成為客戶之交易對手。客戶可能難以或無法將現有持倉平倉、估值、確定公平價格或評估風險。因此，該等交易可能涉及更多的風險。場外交易可能受較少監管或須遵守其他的監管條例。客戶在進行此等交易之前，須首先瞭解有關的適用規例以及交易附帶之風險。

### 3.11 HKFE disclaimer 期交所免責聲明

Stock indices and other proprietary products upon which contracts traded on HKFE may be based may from time to time be developed by HKFE. The HKFE Taiwan Index is the first of such stock indices developed by HKFE. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by HKFE (the "HKFE Indices") are the property of HKFE. The process of compilation and computation of each of the HKFE Indices is and will be the exclusive property of and proprietary to HKFE. The process and basis of compilation and computation of HKFE Indices may at any time be changed or altered by HKFE without notice and HKFE may at any time require that trading in and settlement of such futures or options contracts based on any of the HKFE Indices as HKFE may designate be conducted by reference to an alternative index to be calculated. HKFE does not warrant or represent or guarantee to any member of HKFE or any third party the accuracy or completeness of any of HKFE Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of HKFE Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by HKFE in respect of the use of any of the HKFE Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence)

of HKFE or any other person or persons appointed by HKFE to compile and compute any of HKFE Indices in the compilation and computation of any of HKFE Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any member of HKFE or any third party dealing with futures or options contracts based on any of HKFE Indices. No claims, actions or legal proceedings may be brought by any member of HKFE or any third party against HKFE in connection with or arising out of matters referred to in this disclaimer. Any member of HKFE or any third party engages in transactions in futures and options contracts based on any of HKFE Indices in full knowledge of this disclaimer and can place no reliance on HKFE in respect of such transactions.

期交所可不時開發在期交所買賣的合約所根據的股票指數或其他專有產品。期交所臺灣指數便是一隻由期交所開發的此類股票指數。期交所臺灣指數及不時由期交所開發的該等其他股票指數（下稱「期交所指數」）或專有產品是期交所的財產。每種期交所指數的編制及計算過程是及將會是期交所的獨佔和專有的財產。期交所指數的編制及計算的過程是及基礎可不時由期交所在無需作出知會的情況下更改或改動，與及香港期交所可在任何時候要求某些由香港期交所指定的根據任何期交所指數作買賣的期貨及期權合約的買賣及交收須參照另一種將被計算出來的指數。期交所並不向任何期交所會員或任何第三者保證、陳述或擔保任何香港期交所指數或其編制及計算或任何與其有關的信息的準確性或完整性，而與任何期交所指數相關的任何形式的該種保證、陳述或擔保皆沒有被作出或不應被視為作出。此外，期交所並不接受有關於使用任何期交所指數方面或關於期交所或其委任去編制及計算任何期交所指數的任何其他人士於編制及計算任何期交所指數的任何失準、遺漏、錯誤、不正確、延誤、中斷、暫停、改變或缺失（包括但不限於其疏忽所引致的該等情況）方面或關於根據任何期交所指數買賣期貨或期權合約的任何期交所會員或第三者於上述任何情況可直接或間接地招致的任何經濟或其他損失方面的任何責任或負擔。任何期交所會員或第三者不可以由於與本免責聲明所述及的事情有關或所引致的情況向香港期交所進行申索、行動或法律程序。任何期交所會員或第三者於全面知悉本免責聲明的情況下進行根據任何期交所指數的期貨及期權合約的交易及不能於該等交易倚賴香港期交所。

## **Part C Additional Risk Disclosure for Renminbi Products**

### **丙部 人民幣產品的額外風險披露**

Below risk disclosure statements cannot disclose all the risks involved. The Client should undertake his own research and study before trading or investing in the relevant product. The Client should carefully consider whether trading or investment is suitable in light of his own financial position and investment objectives.

以下風險披露聲明不能披露所有涉及的風險。客戶在買賣或投資相關產品前應自行對有關產品進行研究。客戶應按照自己的財務狀況及投資目標，仔細考慮該等買賣或投資是否適合。

#### **1 Renminbi currency risk 人民幣貨幣風險**

Renminbi is not freely convertible at present and conversion of Renminbi through banks in Hong Kong is subject to certain restrictions. For Renminbi products which are not denominated in Renminbi or with underlying investments which are not Renminbi denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the Renminbi exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses).

人民幣現時不能自由兌換，而通過香港銀行兌換人民幣亦受到一定的限制。就非以人民幣計值或相關投資並非以人民幣計值的人民幣產品，進行投資或清算投資該等產品可能涉及多種貨幣兌換成本，以及在出售資產以滿足贖回要求及其他資本要求（包括結算營運費用）時可能涉及人民幣匯率波動及買賣差價。

The Mainland China government regulates the conversion between Renminbi and other currencies. If the restrictions on Renminbi convertibility and the limitations on the flow of Renminbi funds between Mainland China and Hong Kong become more stringent, the depth of the Renminbi market in Hong Kong may become further limited.

中國政府規管人民幣與其他貨幣之間的兌換，若其規管人民幣兌換及限制香港與中國內地的政策發生變化，則香港的人民幣市場將可能變得較為有限。

## **2 Exchange rate risks 匯率風險**

The value of the Renminbi against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the Mainland China and international political and economic conditions and by many other factors. For Renminbi products, the value of the investment in Hong Kong dollar terms may decline if the value of Renminbi depreciates against the Hong Kong dollar.

人民幣兌港元及其他外幣的價值波動，並受中國及國際政治及經濟狀況的變動以及其他多種因素所影響。以人民幣產品而言，當人民幣兌港元的價值出現貶值時，以港元作出投資的價值將會下跌。

## **3 Interest rate risks 利率風險**

The Mainland China government has gradually liberalized the regulation of interest rates in recent years. Further liberalization may increase interest rate volatility. For Renminbi products which are, or may invest in, Renminbi debt instruments, such instruments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the Renminbi products.

中國政府近年已逐步放寬對利率的管制。進一步開放可能增加利率的波動。對於投資於人民幣債務工具的人民幣產品，該等工具易受利率波動影響，因此對人民幣產品的回報及表現亦可能造成不利影響。

## **4 Limitation on the provision Renminbi funding 提供人民幣資金的限制**

In case the Client does not have sufficient Renminbi funding to subscribe Renminbi products, subject to compliance with all applicable laws, rules and regulations, Orient Securities (Hong Kong) may assist the Client to convert other currencies to Renminbi. However, Orient Securities (Hong Kong) does not guarantee that it can provide sufficient Renminbi funding for the Client due to the limitation on the flow of Renminbi funds in Hong Kong. Orient Securities (Hong Kong) may unwind the Client's trade due to insufficient Renminbi funding and the Client's investment may be adversely affected if the Client suffers losses due to settlement failure.

若客戶的戶口沒有足夠的人民幣資金以認購人民幣產品，在符合所有適用法律、法規及規則下，東方證券(香港)可以協助客戶以其他貨幣兌換人民幣。但是，基於人民幣資金於香港流通之限制，東方證券(香港)不能保證可以向客戶提供足夠的人民幣資金。若客戶沒有足夠的人民幣資金，東方證券(香港)可能對客戶之交易平倉，且客戶可能因為不能作出結算而蒙受損失，從而對客戶的投資造成不利影響。

## **5 Limited availability underlying investments denominated in Renminbi 有限提供以人民幣計值的相關投資**

For Renminbi products that do not have access to invest directly in Mainland China, their available choice of underlying investments denominated in Renminbi outside Mainland China may be limited. Such limitation may adversely affect the return and performance of the Renminbi products.

對於沒有直接進入中國內地投資的人民幣產品，它們可以選擇在中國內地以外以人民幣計值的相關投資是有限的。此等局限可能對人民幣產品的回報及表現造成不利影響。



**6 Projected returns which are not guaranteed 預計回報並不能獲保證**

For some Renminbi investment products, their return may not be guaranteed or may only be partly guaranteed. The Client should read carefully the statement of illustrative return attached to such products and in particular, the assumptions on which the illustrations are based, including, for example, any future bonus or dividend declaration.

某些人民幣投資產品的回報可能不受保證或可能只有部分受保證。客戶應仔細閱讀依附於該等產品的回報說明檔，尤其是有關說明所依據之假設，包括，如任何未來紅利或股息分派。

**7 Long term commitment to investment products 對投資產品的長期承擔**

For Renminbi products which involve a long period of investment, if the Client redeems his investment before the maturity date or during the lock-up period (if applicable), the Client may incur a significant loss of principal where the proceeds may be substantially lower than the Client's invested amount. The Client may also suffer from early surrender/withdrawal fees and charges as well as the loss of returns (where applicable) as a result of redemption before the maturity date or during lock-up period.

對於一些涉及長期投資的人民幣產品，若客戶在到期日前或於禁售期間(如適用)贖回客戶的投資，如收益遠低於客戶所投資的數額，客戶可能蒙受重大本金損失。如客戶在到期日前或於禁售期間贖回投資，客戶亦可能要承受提前贖回之費用及收費以及損失回報(如適用)。

**8 Credit risk of counterparties 交易對手的信貸風險**

For Renminbi products invested in Renminbi debt instruments which are not supported by any collateral, such products are fully exposed to the credit risk of the relevant counterparties. Where a Renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the Renminbi product and result in substantial loss.

對於人民幣產品投資於沒有任何抵押品的人民幣債務工具，該等產品還將完全面對與有關交易對手的信貸風險。交易對手的信貸風險亦可能於人民幣產品投資於衍生品工具時出現，因為衍生品發行商違約可能對人民幣產品的表現造成不利影響及引致重大損失。

**9 Liquidity risk 流通性風險**

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

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

**10 Possibility not receiving Renminbi upon redemption 於贖回時未能收取人民幣**

For Renminbi products with a significant portion of non-Renminbi denominated underlying investments, there is a possibility of not receiving the full amount in Renminbi upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of Renminbi in a timely manner due to the exchange controls and restrictions applicable to the currency.

對於有重大部份為非人民幣計值的相關投資的人民幣產品，於贖回時有可能未能全數收取人民幣。此種情況在發行人受到外匯管制及有關貨幣限制下未能及時獲得足夠人民幣款項而可能發生。

**Part D Additional Risk Disclosure for Derivative Products**

**丁部 買賣衍生產品的額外風險披露**

## **1 Risks Associated with Structured Products 結構性產品的相關風險**

### **1.1 Expiry considerations 有效期的考慮**

Structured products have an expiry date after which the issue may become worthless. The Client should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

結構性產品設有到期日，到期後便會失去價值，客戶須留意產品的到期時間，以確保所投資的產品尚餘的有效期能配合其交易策略。

### **1.2 Gearing risk 槓桿風險**

Structured products, such as derivative warrants and callable bull/bear contracts, are leveraged and their value could change rapidly according to the gearing ratio relative to the underlying assets. The Client should be aware that the value of structured products may fall to zero resulting in the total loss of their initial investment.

結構性產品如衍生權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。客戶須留意，有關產品的價值可以跌至零，客戶的資金或有可能盡失。

### **1.3 Extraordinary price movements 特殊價格移動**

Outside influences such as market supply and demand factors may cause the price of a structured product to deviate from its theoretical price. As a result, actual traded prices can be higher or lower than the theoretical price.

衍生產品的價格或會因外來因素如市場供求，而有別於其理論價，故實際成交價可能高於或低於理論價。

### **1.4 Issuer default risk 發行商失責風險**

A structured product issuer could become insolvent and default on their listed securities and in that event investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. The Client should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.

若結構性產品發行商無力償債而未能履行其對所發行證券的責任，客戶只被視為無抵押債權人，對發行商任何資產均沒有優先索償權。客戶須特別留意結構性產品發行商的財力及信貸評級。

### **1.5 Uncollateralised product risk 非抵押產品風險**

Uncollateralised structured products are not asset backed. In the event of the bankruptcy of the issuer, the Client could lose their entire investment.

由於非抵押結構性產品並沒有資產擔保，如發行商破產，客戶有可能損失其全數投資。

### **1.6 Foreign exchange risk 外匯風險**

Underlying assets of structured products could be denominated in a currency different from an investor's base currency. Hence, The Client is exposed to exchange rate risk. Currency rate fluctuations can adversely affect the value of the underlying asset of a structured product, thereby affecting the price of the structured product.

結構性產品的相關資產或牽涉其他國家的貨幣，因此，客戶需要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響產品價格。

### **1.7 Liquidity risk 流通量風險**

Liquidity providers assigned by structured product issuers provide two-way quotes to facilitate trading of the products. If a liquidity provider defaults or ceases to fulfill its role, The Client

may not be able to trade the relevant product until a new liquidity provider has been assigned. 由結構性產品發行商委任的流通量提供者，其職責在於為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的客戶或不能進行買賣，直至有新的流通量提供者被委任。

## 2 Risks Associated with Callable Bull/Bear Contracts 牛熊證的相關風險

Callable Bull/Bear Contracts (“CBBC”) are issued either as Bull or Bear contracts with a fixed expiry date, allowing the Client to take bullish or bearish positions on the underlying asset. CBBCs are issued by a third parties, usually investment banks, independent of stock exchanges and of the underlying assets. In Hong Kong, CBBCs may be issued with a lifespan of 3 months to 5 years and are settled in cash only. During a CBBC's lifespan, it will be called by the issuer when the price of the underlying asset reaches a level (known as the “Call Price”) specified in the listing document. If the Call Price is reached before expiry, the CBBC will expire early and the trading of the CBBC will be terminated immediately.

牛熊證有牛證和熊證之分，設有固定到期日，客戶可以看好或看淡相關資產而選擇買入牛證或熊證。牛熊證是由第三者發行，發行商通常是投資銀行，與交易所及相關資產皆沒有任何關連。在香港，牛熊證的有效期由3個月至5年不等，並只會以現金結算。在牛熊證的有效期內，如相關資產價格觸及上市文件內指定的水平(即「收回價」)，發行商會即時收回有關牛熊證；如相關資產價格是在牛熊證到期前觸及收回價，牛熊證將提早到期並即時終止買賣。

### 2.1 Risks Involved in Trading CBBCs 買賣牛熊證的風險

#### (a) Mandatory call risk 強制收回風險

The Client trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory Call Price as stated in the listing documents. The Client will only be entitled to the residual value of the terminated CBBCs as calculated by the product issuer in accordance with the listing documents, and the residual value can be zero. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and the Client will not be able to profit from the bounce back.

客戶須留意牛熊證可能即日「取消」或強制收回的風險。若牛熊證的相關資產值等同上市文件所述的強制收回價，該牛熊證即會停止買賣。屆時，客戶只能收回已停止買賣的牛熊證由產品發行商按照上市文件所述計算出來的剩餘價值，而剩餘價值可能是零。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，故客戶不會因價格反彈而獲利。

In general, the larger the buffer between the Call Price and the Spot Price of the underlying asset, the lower the probability of the CBBC being called since the underlying asset of that CBBC would have to experience a larger movement in the price before the CBBC will be called. However, at the same time, the larger the buffer, the lower the leverage effect will be.

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

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

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

by the the Client may still be executed and confirmed by the Client after the Mandatory Call Event (MCE) since there may be some time lapse between Mandatory Call Event time and suspension of the CBBC trading. Any trades executed after the MCE will not be recognized and will be cancelled. Therefore, the Client should be aware of the risk and ought to apply special caution when the CBBC is trading close to the Call Price.

相關資產價格接近收回價時，牛熊證的價格可能較波動，買賣差價轉闊，流通量減低，牛熊證亦隨時會被收回而交易終止。由於觸發強制收回事件與牛熊證實際停止買賣之間可能會有一些時差，交易或會在強制收回事件發生後才達成及被確認。但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此，客戶買賣接近收回價的牛熊證時需額外留意。

(c) Funding costs 財務費用

The issue price of a CBBC includes funding costs, which are gradually reduced over time as the CBBC moves towards expiry. In the event that a CBBC is called, the Client will lose the funding costs for the remaining period of the CBBC.

牛熊證的發行價已包括財務費用，而融資成本會隨牛熊證接近到期日而逐漸減少。若一天牛熊證被收回，客戶即損失整筆已付的財務費用。

### 3 Risks Associated with Derivative Warrants 衍生權證的相關風險

Derivative warrants are an instrument that gives an investor the right, but not the obligation, to “buy” or “sell” an underlying asset at a pre-set price (also known as the exercise price) within a certain time period following a valid exercise. They may be bought and sold prior to expiry in the market. For derivative warrants traded in Hong Kong, they are usually settled at expiry in cash. In some markets, derivative warrants may be exercised at or prior to expiry by purchase or sale of the underlying asset. Derivative warrants may be issued in American or European styles. Holders of American-style derivative warrants may exercise at any time prior to expiry while holders of European-style derivative warrants may only exercise on the expiry date. Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities, or a basket of securities. They are issued by a third party, usually an investment bank, independent of the issuer of the underlying assets. Derivative warrants traded in Hong Kong normally have an initial life of six months to two years and when trading in the market each derivative warrant is likely to have a unique expiry date.

衍生權證是一項投資工具，讓投資者有權但不一定要行使，隨著有效行使，在指定期間以預定價格(或稱行使價)「購入」或「出售」相關資產。衍生權證可於到期前在市場買賣。在香港，衍生權證到期時一般會以現金作交收；在其他市場，衍生權證的投資者亦可在到期時或之前行使其權利買賣相關資產。衍生權證可以美式或歐式發行。美式權證的持有者可在到期前任何時間行使其權利；但歐式權證的持有者只可在到期日行使其權利。衍生權證的相關資產種類繁多，計有股票、股票指數、貨幣、商品或一籃子的證券等等。衍生權證由獨立第三者，一般是投資銀行作為發行商。在香港買賣的衍生權證的有效期限通常由6個月至2年不等，每隻在香港掛牌的衍生權證均有其指定的到期日。

#### 3.1 Risks Involved in Trading Derivative Warrants 買賣衍生權證的風險

(a) Time decay risk 時間損耗風險

All factors being equal, derivative warrant value will decay over time as it approaches expiry. Derivative warrants would have no value upon expiry and should not be viewed as a long term investment.

假若其他情況不變，衍生權證愈接近到期日，價值會愈低。衍生權證於到期日更可能沒有價值，故不應被視為長線投資。

- (b) Volatility risk 波幅風險  
Prices of derivative warrants may or may not increase or decrease in line with the implied volatility of underlying asset price. The Client should be aware of the volatility of the underlying asset.  
衍生權證的價格可能不跟隨相關資產價格的引伸波幅而升跌，客戶須注意相關資產的波幅。

#### 4 Risks Associated with Exchange Traded Funds 交易所買賣基金的相關風險

Exchange Traded Funds (“ETF”) are passively managed open-ended funds traded like stocks on the exchanges. In Hong Kong, all listed ETFs are authorized by the SFC as collective investment schemes. ETFs track, replicate or correspond to the performance of the underlying benchmarks (e.g. an index, specific segment of a market, bonds or commodities) and offer the Client an indirect access to a wide range of underlying market themes. By investing in an ETF, the Client can replicate (although not 100%) the performance of the underlying strategy without actually owning the constituents that comprise the strategy. ETFs may or may not pay dividend to their holders depending on the dividend policy of individual ETFs.

交易所買賣基金是一種可於交易所進行買賣的被動型管理開放式基金。所有在香港上市的交易所買賣基金均為證監會認可的集體投資計劃。交易所買賣基金緊貼相關基準(例如指數、某部份市場、債券或商品)的表現，讓客戶間接地投資於不同類型的市場。透過投資交易所買賣基金，客戶可緊貼(縱使並非 100%)相關基準策略的表現而不需擁有構成該基準策略的成份投資。交易所買賣基金是否派發股息於其持有人，需視乎個別交易所基金的派息政策而定。

##### 4.1 Risks Involved in Trading ETFs 買賣交易所買賣基金的風險

- (a) Market risk 市場風險  
An ETF is exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index and the market that it is tracking.  
交易所買賣基金要承受其所追蹤指數及市場牽涉的市場或行業的經濟、政治、貨幣、法律或其他方面風險。
- (b) Tracking error risk 追蹤誤差風險  
This is the disparity between the performance of the ETF and the performance of the underlying benchmark. Tracking error may arise due to various factors such as changes in the composition of the underlying benchmark and type of ETF (e.g. physical vs synthetic), failure of the ETF's tracking strategy, impact of fees and expenses, foreign exchange differences between the base currency or trading currency of the ETF and the currencies of the underlying investments.  
這是指交易所買賣基金的表現與相關基準組合的表現脫節。原因可能是相關基準組合或交易所買賣基金類別(指實物資產相對於合成)的改變、基金經理的複製策略失效、交易費及其他費用、基準貨幣及交易貨幣及相關資產的外匯風險等因素。
- (c) Risk in trading at discount or premium to NAV 以資產淨值折讓或溢價交易  
As the trading price of the ETF is typically determined by the supply and demand factors, the ETF may trade at a price higher or lower than its Net Asset Value (NAV). In the case when the ETF is terminated, the Client who bought at a premium may suffer a loss and would not be able to recover it through the fund.  
交易所買賣基金的價格典型地受供求因素影響，故其買賣價格或會高於或低於其資產淨值。若相關的交易所買賣基金被終止，客戶在高於資產淨值

價格買入基金或有損失及將無法全數取回當初投資的金額。

- (d) Foreign exchange risk 外匯風險  
The Client trading ETFs with underlying assets not denominated in their same local currency is exposed to exchange rate risk. Currency rate fluctuations can adversely affect the value of the underlying asset of an ETF, thus affecting the price of the ETF.  
客戶買賣的交易所基金的相關資產可能牽涉其他國家的貨幣，因而需要面對外匯風險。貨幣兌換率的波動可對交易所買賣基金之相關資產的價值造成負面影響，繼而影響交易所買賣基金的價格。
- (e) Liquidity risk 流通量風險  
Market makers help to provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more market makers, there is no assurance that active trading will be maintained. In the event that the market makers default or cease to fulfill their role, the Client may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.  
證券莊家為交易所買賣基金提供流通量。儘管多數交易所買賣基金有多於一個或以上的證券莊家，但無法保證該證券莊家能維持流通量，若莊家失責或停止履行職責，客戶或不能買賣該交易所買賣基金，又或發現價格相對資產淨值有折讓或溢價。
- (f) Stock lending risk 股票借貸風險  
An ETF which engages in stock lending faces the risk that the borrower may not return the securities lent by the ETF as agreed, and thus the ETF may experience losses due to its stock lending activities.  
涉及股票借貸活動的交易所買賣基金可能需要面對和承擔借股人沒按協定償還所借出證券的風險，因此會對該交易所買賣基金構成若干損失。

#### 4.2 Counterparty Risk involved in ETFs with different replication strategies 交易所買賣基金的不同複製策略涉及對手風險

- (a) Full replication and representative sampling strategies 完全複製及選具代表性樣本策略  
Under a full replication strategy, an ETF generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. Under a representative sampling strategy, an ETF invests in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.  
在完全複製策略下，交易所買賣基金採用相同比重以達致投資於所有的成份股/資產的基準。而選具代表性樣本策略，則是指該交易所買賣基金只投資於其中部分(而不是全部)的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不會出現太大問題。
- (b) Synthetic replication strategies 綜合複製策略  
Synthetic ETFs may invest in over-the-counter derivatives issued by counterparties and thus may suffer losses potentially equal to the full value of the derivatives issued by a counterparty upon its default. Hence, synthetic ETFs are exposed to both the risks of the underlying stocks / assets as well as the default risk of the counterpart that issues the financial derivative instruments for

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

合成的交易所買賣基金可能會投資於由交易對手發行的場外衍生工具，以模擬相關指數的表現。因此，這類交易所買賣基金或會因交易對手違責而蒙受損失，虧損金額可高達衍生工具的全部價值。因此，投資於該類產品時，須面對相關股票/資產的風險，以及發行有關金融產品的交易對手失責風險。部分交易所買賣基金會通過從多家不同的交易對手買入金融衍生工具，以分散交易對手的信貸風險。不過，交易所買賣基金的交易對手愈多，出現交易對手違責事件的機會率便高。

Synthetic replication ETFs can be further categorized into two forms:

合成的交易所買賣基金可再分為兩種：

(i) Swap-based ETFs: 以掉期合約構成

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

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

(ii) Derivative embedded ETFs: 以衍生工具構成

ETF managers may synthetically replicate the economic benefit of the relevant benchmark by the use of other derivative instruments. These instruments may be issued by one or multiple issuers. Derivative embedded ETFs would expose to counterparty risk of the instruments' issuers and may suffer losses if such issuers default. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivatives issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a "knock-off" effect on the other derivatives counterparty of a synthetic ETF. Some ETFs may acquire collateral, but it may subject to counterparty risk if the collateral provider is not fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所買賣基金經理也可利用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由多於一個發行商發行。若發行商失責，基金或須蒙受源自發行商的交易對手風險。此外，亦應考慮有關衍生工具發行商的潛在連鎖影響及集中風險(例如，由於衍生工具發行商主要是國際金融機構，若合成的交易所買賣基金的其中一個衍生工具交易對手倒閉，即可能對該交易所買賣基金的其他衍生工具交易對手產生「連鎖」影響)。交易所買賣基金即使取得抵押品，基金也需承受抵押品提供者的失責風險。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

## 5 Risks Associated with Equity Linked Instruments 股票掛鈎票據的相關風險

Equity Linked Instruments (“ELI”) are structured products which are marketed to the Client who wants to earn a higher interest rate than the rate on an ordinary time deposit and accept the risk of repayment in the form of the underlying shares or losing some or all of their investment. When the Client purchases an ELI, he is indirectly writing an option on the underlying shares. If the market moves as the Client expected, he earns a fixed return from his investment which is derived mainly from the premium received on writing the option. If the market moves against the Client's view, he may lose some or all of his investment or receive shares worth less than the initial investment.

股票掛鈎票據是結構性產品，這種產品適合於一些追求比一般定期存款較高息率回報，並願意接受最終可能只收取股票或虧損部分或全部本金風險的客戶。購入股票掛鈎票據時，客戶已等同間接沽出正股的期權。要是正股價格變動正如客戶所料，客戶便可賺取主要來自沽出期權所得期權金的預定回報。如變動與客戶的看法不同，則可能要虧損部份甚至全部本金，又或只收到價值比投資額為少的正股。

### 5.1 Risks Involved in Trading ELIs 買賣股票掛鈎票據的風險

- (a) Possibilities of losing investment 賠本可能  
The Client may lose part or all of their investment if the price of the underlying security moves against their investment view.  
如正股價格變動與客戶事前看法不同，有可能要虧損部分甚至全部本金。
- (b) Exposure to equity market 承受股本市場風險  
The Client is exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. The Client must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.  
客戶需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的項。
- (c) Price adjustment 價格調整  
The Client should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. The Client should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security.  
客戶應注意，正股因派息而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鈎票據到期的償付情況。客戶亦應注意發行商可能會由於正股的公司行動而對票據作出調整。
- (d) Potential yield 準孳息計算  
The Client should consult Orient Securities (Hong Kong) on fees and charges related to the purchase and sale of ELI and payment/delivery at expiry. The potential yields disseminated by the Hong Kong Stock Exchange have not taken fees and charges into consideration.  
客戶應向東方證券(香港)查詢買賣股票掛鈎票據及票據到期時因收到款項或正股而涉及的費用。香港交易所發布的準孳息數字並沒有將這些費用計算在內。
- (e) Interest rates 利息  
While most ELIs offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential



yield of individual ELIs.

股票掛鈎票據的孳息大都較傳統債券及定期存款提供的利息為高，但投資回報只限於個別票據可得的孳息。

## 6 Stock Options 股票期權

A stock option is a financial contract based on single underlying stock which is traded on an exchange and cleared through its clearing house. The two major types of option contracts are call option and put option. A call option buyer has the right (but not obligated) to buy the underlying stock at the strike price (i.e. pre-determined price) on or before the expiry day, while a call option seller (also known as the writer) has the obligation to sell the underlying stock at the strike price upon exercise on or before the expiry day. A put option buyer has the right (but not obligated) to sell the underlying stock at the strike price on or before the expiry day, while a put option seller has the obligation to buy the underlying stock at the strike price upon exercise on or before the expiry day.

股票期權是在交易所買賣及由結算所結算的一種以個別股票為基礎的金融合約，合約主要分為認購期權及認沽期權。認購期權的買家有權利(但不是必要的責任)以行使價(預先設定的價格)在合約到期日或之前買入正股；而認購期權的賣家(或稱期權沽空方)被行使期權時，有責任以行使價在合約到期日或之前賣出正股。認沽期權的買家有權利(但不是必要的責任)以行使價在合約到期日或之前賣出正股；而認沽期權的賣家被行使期權時，有責任以行使價在合約到期日或之前買入正股。

### 6.1 Risks Involved in Trading Stock Options 買賣股票期權的風險

In relation to stock options, the Client acknowledges that due to the volatile nature of securities markets, the purchase and writing of options over securities involves a high degree of risk.

就股票期權而言，客戶確認，由於證券市場的波動性質，買賣股票期權牽涉高度風險。

#### (a) Warning to Option Holders 對期權持有人的警告

The Client understands that some options may only be exercised on an expiry day (European-style exercise) and that other options may be exercised at any time before expiration (American-style exercise). The Client understands that upon exercise some options require delivery and receipt of the underlying security and that other options require a cash payment. The Client is aware that an option is a wasting asset and there is a possibility that as an option holder, the Client may suffer the loss of the total premium paid for the option. The Client is aware that as an option holder in order to realise a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. The Client is also aware that Orient Securities (Hong Kong) through which an option is acquired or held has any obligation either to exercise a valuable option in the absence of the Client's instruction or to give to the Client prior notice of the expiration date of the option.

客戶明白，某些期權僅可在到期日行使（歐洲式行使），而其他期權則可於到期前任何時間行使（美式行使）。客戶亦明白，行使某些期權需要交收相關股票，而行使其他期權則需要現金付款。客戶知道，期權是一項遞耗資產，且有可能使作為期權持有人的客戶損失就該期權支付的全部期權金。客戶亦知道，作為期權持有人須在市場上行使期權或取消期權長倉方可實現利潤。在某些情況下，因市場缺乏承接力而使期權難以交易。客戶並且知道，取得或持有期權的東方證券(香港)在沒有客戶指示的情況下並無任何義務行使有價期權或提前向客戶發出有關期權到期日的通知。

- (b) **Warning to Option Writers 對期權賣家的警告**  
The Client is also aware that as a writer of an option, the Client may be required to pay additional margin at any time. The Client is aware that as an option writer, unlike an option holder, the Client may be liable for unlimited losses based on the rise or fall of the price of the underlying security and the Client's gains are limited to the option premium. Additionally, writers of American-style call (put) options may be required at any time before expiry to deliver (pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities. The Client recognises that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.  
客戶亦知道，客戶作為期權賣家可能被要求於任何時間支付額外按金。客戶知道，其作為期權賣家與期權持有人不同，客戶可能須對基於相關股票價格起伏的無限損失承擔責任，而客戶的收益僅限於有關期權的期權金。此外，美式認購（認沽）期權的賣家可能被要求於到期之前任何時間按照行使價乘以相關股票數量的總值交付相關股票（為相關股票付款）。客戶確認，此責任可能與賣出期權當時收到的期權金價值完全不成比例，以及可能須於短期內履行。
- (c) **Terms and conditions of stock option contracts 股票期權合約的條款及細則**  
The Client should ask Orient Securities (Hong Kong) about the terms and conditions of the specific stock option which the Client is trading and associated obligations (e.g. expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.  
客戶應向東方證券(香港)查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(如到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。
- (d) **Suspension or restriction of trading and pricing relationships 暫停或限制交易及價格關係**  
Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the option may not exist. This can occur when, for example, the interest underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".  
市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為客戶屆時將難以或無法執行交易或平掉/抵銷倉盤。如果客戶賣出期權後遇到這種情況，須承受的虧損風險可能會增加。此外，相關資產與期權之間的正常價格關係可能並不存在。例如，期權所涉及的相關資產須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致客戶難以判斷何謂「公平價格」。

## **Part E Additional Risk Disclosure for China Connect Service**

**戊部 中華通服務的相關風險**

- 1 Unless otherwise specified, the defined terms in Parts I and IV of this Agreement are applicable to this Part E.  
除非另有訂明，協議第一及四部分中所載的定義適用於本戊部。
- 2 In relation to China Connect Securities, the Client understands that PRC is the home market and thus, the Client in China Connect Securities should comply with and be subject to the relevant China Connect Applicable Laws and Regulations and other PRC's securities laws and regulations. Any breach thereof may result in investigation to be commenced by the relevant China Connect Market. Further, certain Hong Kong legal and regulatory requirements will also remain applicable to Northbound trading.  
對於中華通證券，客戶理解中國為本國市場，因此，中華通投資者應遵守相關中華通適用法律法規和中國的其他證券法律法規，並受其管轄。違反上述法律法規可能受到相關中華通市場的調查。此外，某些香港法律法規的要求也適用於北向交易。
- 3 SEHK will check that with respect to any Northbound sell orders given by an Exchange Participant, the relevant Exchange Participant holds sufficient and available China Connect Securities to be able to fill such Northbound sell orders. Such Pre-Trade Checking will be performed prior to the start of each Trading Day (i.e. T day). In the circumstances, the Client may be prohibited from executing Northbound sell orders as a result of Pre-Trade Checking requirements prescribed by SEHK or other competent and/or regulatory authorities. In addition, the Client may also be prohibited from executing a sell order of China Connect Securities in case there has been a delay or failure for whatever reason in the transfer of the relevant China Connect Securities to any of Orient Securities (Hong Kong)'s clearing account or if for any other reason Orient Securities (Hong Kong) considers that there is or may be non-compliance with any China Connect Applicable Laws and Regulations.  
對於任何交易所參與者發出的任何北向賣盤，聯交所將核查該交易所參與者是否有足夠執行該北向賣盤的可用中華通證券。該交易前監控在每個交易日（即 T 日）開盤前進行。在某些情況下，客戶可能因聯交所或其他主管和/或監管機構的交易前監控要求而被禁止執行北向賣盤。此外，如果相關中華通證券出於任何原因延遲或未能轉入東方證券（香港）的任何結算帳戶或者東方證券（香港）基於任何其他原因認為不符合或可能不符合任何中華通適用法律法規，客戶也可能被禁止執行任何北向賣盤。
- 4 Northbound trades will follow and be subject to A Share settlement requirements. For the purpose of settlement, ChinaClear will debit or credit the securities accounts of its participants (including HKSCC as Clearing Participant) on T day free of payment. Orient Securities (Hong Kong) may have settlement arrangements in place which are different from the ChinaClear settlement arrangements. Unless prefund settlement is agreed by Orient Securities (Hong Kong), settlement of funds relating to such trading will be effected on T+1 day. Orient Securities (Hong Kong) may, in its sole and absolute discretion, decide to prefund settlement. In the event Orient Securities (Hong Kong) agrees to prefund the settlement of China Connect Securities trades, (i) Orient Securities (Hong Kong) shall retain the funds received from the HKSCC on T+1 day; and (ii) the Client shall reimburse Orient Securities (Hong Kong) with respect to any 'excess' pre-funding accommodated by Orient Securities (Hong Kong). Despite that the transfer of the China Connect Securities precedes the transfer of cash, the title to China Connect Securities will not be released until the receipt of confirmation of payment. In relation to contract notes, the settlement date would be T+1 day when both the securities and the cash are settled or, where the purchase was pre-funded, the settlement date would be the date on which the securities are released. Orient Securities (Hong Kong) gives no assurance that Orient Securities (Hong Kong) will offer prefunding settlement; and if Orient Securities (Hong Kong) decides to offer prefunding settlement, Orient Securities (Hong Kong) shall have absolute right to terminate such service at any time.

北向交易應符合 A 股交收要求和受其管轄。在交收時，中國結算將在 T 日把相關證券記入其參與者（包括作為結算參與者的中央結算）證券帳戶的借方或貸方（純券交收）。東方證券（香港）的交收安排可能與中國結算的交收安排不同。除非東方證券（香港）同意預先資金交收，否則該交易的資金交收將在 T+1 日完成。東方證券（香港）可以自主決定進行預先資金交收。如果東方證券（香港）同意預先進行中華通證券交易的資金交收，則：(i) 東方證券（香港）將在 T+1 日保留從中央結算收到的資金；以及(ii)客戶應向東方證券（香港）償付後者提供的任何「超額」預先融資。儘管中華通證券的過戶在資金轉帳之前進行，中華通證券的所有權在收到付款確認書後方可轉讓。對於買賣單據，交收日為 T+1 日（如果證券和資金同時交收）或證券過戶之日（如果購買資金來自預先融資）。東方證券（香港）不保證提供預先資金交收，並且如果東方證券（香港）提供預先資金交收，東方證券（香港）擁有在任何時候終止該服務的絕對權利。

- 5 Purchases of China Connect Securities through China Connect are subject to certain quota controls including, without limitation, those as described below. In the said premises, Orient Securities (Hong Kong) gives no assurance as to whether a buy order can be successfully placed through China Connect. There is a daily quota that limits the maximum value of all Northbound buy trades in respect of each China Connect Market that can be executed by Exchange Participant on each Trading Day ("Daily Quota"). The Daily Quota may change from time to time without prior notice and the Client is advised to navigate the HKEx website for information and other information published by the HKEx for further, additional and up-to-date information. The SEHK and the relevant China Connect Market may also set pricing and such other restrictions on buy orders to avoid the artificial use or filling of the Daily Quota. In case of a restriction, rejection or suspension of Northbound buying (which would include any order that has been accepted but not yet executed) as a result of a breach of the Daily Quota or the relevant pricing and other restrictions, Orient Securities (Hong Kong) will be unable to carry out any buy orders, and any instruction to buy submitted but not executed will be restricted or rejected. Conversely, under the SEHK rules, the Client may sell their China Connect Securities regardless of whether there is a breach of the Daily Quota.

通過中華通購買中華通證券受到某些額度控制措施的約束，包括但不限於下文所述額度控制措施。在此前提下，東方證券（香港）不保證任何買盤可以通過中華通成功發出。交易所參與者在每個交易日可以在每個中華通市場交易的所有北向買盤的總額受到每日額度的限制（以下簡稱「**每日額度**」）。每日額度可能在不事先通知的情況下發生變更，建議客戶應經常查詢港交所網站上的資訊和港交所發佈的其他資訊，以進一步瞭解更多和最新資訊。聯交所和相關中華通市場也可能對買盤設置定價和其他限制，以避免虛假使用或佔用每日額度。如果因違反每日額度或相關定價或其他限制，導致北向買盤受到任何限制、被拒絕或暫停受理（包括任何買賣盤被接受後不予執行的情形），東方證券（香港）將無法執行任何買盤，並且已提交但是尚未執行的任何買入指示可能受到限制或被拒絕。相反，依照聯交所的規則，不論是否違反每日額度，客戶均可出售其持有的中華通證券。

- 6 As the Client is aware, day (turnaround) trading is not permitted in the China Connect Market. In the event that the Client buys China Connect Securities on T day, the Client may be able to sell the shares only on or after T+1 day. Due to Pre-Trade Checking related requirements, Orient Securities (Hong Kong) may accept an instruction to sell China Connect Securities that were bought on T day only on or after the applicable cut-off time (as notified to the Client by Orient Securities (Hong Kong) from time to time) on T+1 day.

客戶應注意，中華通不允許即日回轉交易。如果客戶在 T 日購買了中華通證券，客戶只能在 T+1 日或之後賣出這些證券。由於交易前監控的相關要求，東方證券（香港）只接受在 T+1 日的截止時間或之後（由東方證券（香港）不時通知客戶）賣出在 T 日購買的中華通證券的指示。

- 7 The Client, Orient Securities (Hong Kong) and any Related Person shall not trade or provide services to facilitate trading of any China Connect Securities otherwise than through the China Connect Market System, and Orient Securities (Hong Kong) shall not match, execute or arrange the execution of any sale and purchase instructions or any transfer instructions from the Client or effect any Non-trade Transfer or settlement of instructions in respect of any China Connect Securities in any manner otherwise than through China Connect in accordance with the China Connect Applicable Laws and Regulations save for those circumstances specified in the China Connect Applicable Laws and Regulations. The rules against off-exchange trading and transfer under Northbound trading may delay or disrupt reconciliation of order by Orient Securities (Hong Kong). Orient Securities (Hong Kong) shall not be held liable to any loss or damage directly or indirectly suffered by the Client arising out of or in connection with therewith.
- 客戶、東方證券（香港）和任何關聯人士只能通過中華通市場系統進行任何中華通證券的交易或提供交易服務。除非中華通適用法律法規另有規定的情形，東方證券（香港）只依照中華通適用法律法規的規定通過中華通撮合、執行或安排客戶與任何中華通證券有關的任何買賣指示或過戶指示或者完成與任何中華通證券有關的任何非交易過戶或指示的交收。北向交易下禁止場外交易和過戶的規則可能延遲或中斷東方證券（香港）對買賣盤的核對。對於客戶因此直接或間接遭受或與之相關的任何損失或損害，東方證券（香港）不承擔責任。
- 8 Only limit orders with a specified price are allowed pursuant to China Connect Applicable Laws and Regulations, whereby buy orders shall be executed at or lower than the specified price and sell orders may be executed at or higher than the specified price. No market orders will be accepted.
- 依照中華通適用法律法規，只允許指定價格的有限買賣盤，買盤的成交價格不得高於指定價格，賣盤的成交價格不得低於指定價格。不接受任何市價盤。
- 9 China Connect Securities are subject to a general price limit of a  $\pm 10\%$  based on the previous Trading Day's closing price. In addition, China Connect Securities which are on the risk alert board are subject a  $\pm 5\%$  price limit based on the previous Trading Day's closing price. The price limit may be changed from time to time. All orders in relation to China Connect Securities shall be within the price limit. Any orders with a price beyond the price limit will be declined by the relevant China Connect Market.
- 中華通證券通常的漲跌幅限制為上個交易日收盤價的 $\pm 10\%$ ，在風險警示板交易的中華通證券的漲跌幅限制為上個交易日收盤價的 $\pm 5\%$ 。該漲跌幅限制可能不時變更。與中華通證券有關的所有買賣盤都必須在漲跌幅限制範圍內。價格超出漲跌幅限制的任何買賣盤將被相關中華通市場拒絕。
- 10 Under the SSE Rules and the SZSE Rules, if any company listed on a China Connect Market (other than a company listed on the ChiNext Board) is in the delisting process, or its operation is unstable due to financial or other reasons such that there is a risk of being delisted or exposing the Client's interest to undue damage, such listed company will be earmarked and traded on the risk alert board. Any change to the risk alert board may occur without prior notice. If a China Connect Securities which is eligible for China Connect trading is subsequently moved to the risk alert board, the Client under China Connect will be allowed only to sell the relevant China Connect Securities and will be prohibited from further buying. For details concerning the risk alert board, please refer to the SSE Rules, SZSE Rules and any other relevant sources from time to time.
- 依照上交所規則和深交所規則，如果在任何中華通市場上市的任何公司（在創業板上市的公司除外）進入退市程式，或其因財務或其他原因導致經營不穩定，比如存在退市或導致客戶的利益遭受不恰當損害的風險，該上市公司將被加上標誌並轉入風險警示板交易。風險警示板可能在不事先通知的情況下發生變更。如果符合中華

通交易資格的任何中華通證券之後被轉入風險警示板，中華通下的客戶只能賣出相關中華通證券，不得進一步購買該證券。有關風險警示板的詳情，請不時查詢上交所規則、深交所規則和其他相關資料來源。

- 11 The identity of the beneficial owner of China Connect Securities which is the subject of a sell order may be required to be disclosed to HKSCC and/or relevant PRC competent and/or regulatory authorities.  
作為任何賣盤標的的中華通證券實益所有人的身份可能被要求披露給中央結算和/或中國的相關主管和/或監管機構。
- 12 As is consistent with the current practice in PRC, if the Client is engaged in Northbound trading and wish to amend an order, the Client must first cancel the original order and then input a new one. Accordingly, order priority will be lost and, subject to the Daily Quota balance restrictions, the subsequent order may not be filled on the same Trading Day.  
依照中國的現行規範，如果客戶進行北向交易並希望修改任何買賣盤，客戶必須首先取消原買賣盤，然後提交新的買賣盤。因此，將喪失買賣盤的優先順位，並且，鑒於每日額度的餘額限制，後續買賣盤可能無法在同一交易日執行。
- 13 SEHK will accept or designate securities which cease to meet the eligibility criteria for China Connect Securities as Special China Connect Securities (provided that they remain listed on the relevant China Connect Market). In addition, any securities or options (which are not “eligible for China Connect trading”) received by the Client as a result of any distribution of rights or entitlements, conversion, takeover, other corporate actions or abnormal trading activities will be accepted or designated by SEHK as Special China Connect Securities. The Client will only be able to sell, but not buy, any Special China Connect Securities.  
聯交所將承認或指定已不再符合中華通證券資格標準的證券為特別中華通證券（前提是該證券依然在相關中華通市場上市）。此外，客戶因任何權利或權益分配、轉換、收購或其他公司行動或異常交易活動收到的任何證券或期權（如不符合中華通交易資格）也將被聯交所承認或指定為特別中華通證券。客戶只能賣出而不得購買任何特別中華通證券。
- 14 Under PRC laws, rules and regulations, in case that the Client holds or controls shares (on an aggregate basis, i.e. including both domestically and overseas issued shares of the same PRC Listco (as defined below), whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels) in a PRC incorporated company which is listed on a PRC stock exchange (a “**PRC Listco**”) above a certain threshold as may be specified from time to time by the relevant China Connect Competent Authority, the Client must disclose such interest within the period specified by the relevant China Connect Competent Authority, and the Client must not buy or sell any such shares within the period specified by the relevant China Connect Competent Authority. The Client must also disclose any substantial change in his/her/its holding as required by the relevant China Connect Competent Authority. Where a PRC incorporated company has both H Shares listed on the SEHK and A Shares listed on a China Connect Market, if the Client is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A Shares purchased through China Connect) in such PRC incorporated company, the Client is under a disclosure obligation pursuant to Part XV of the SFO. Part XV of the SFO does not apply provided that the PRC incorporated company has not listed any shares on the SEHK. It shall be the Client’s responsibility to abide by any applicable disclosure of interest rules from time to time promulgated by the relevant China Connect Competent Authority and arrange for any relevant filings.  
依照中國法律、法規和條例，如果客戶在任何在中國成立和在任何中國證券交易所上市的公司（以下簡稱「**中國上市公司**」）持有或控制的股份（持股數量合併計算，即包括該中國上市公司在國內外發行的股份，不論通過北向交易、QFII/RQFII 機制

或其他投資管道持有該等股份) 超出相關中華通主管部門不時規定的閾值, 客戶必須在相關中華通主管部門規定的期間內披露該權益, 並且不得在相關中華通主管部門規定的期間內買賣任何該等股份。客戶還必須依照相關中華通主管部門的要求, 披露其持股情況發生的任何重要變更。如果在中國成立的任何公司同時在聯交所上市發行 H 股和在任何中華通市場上市發行 A 股, 當客戶在該中國公司持有的任何類別的有表決權股份(包括通過中華通購入的 A 股)超出不時規定的特定閾值時, 客戶需要依照《證券及期貨條例》第十五部分的規定履行披露義務。但是, 如果該中國公司未在聯交所上市任何股份, 則不適用《證券及期貨條例》第十五部分的規定。客戶有責任遵守相關中華通主管部門不時頒佈的任何適用的披露權益規則, 並安排進行任何相關的申報。

- 15 In accordance with PRC laws, rules and regulations, the “short swing profit rule” requires the Client to give up/return any profits made from purchases and sales in respect of China Connect Securities of a particular PRC Listco if (i) his/her/its shareholding in that PRC Listco exceeds the threshold prescribed by the relevant China Connect Competent Authority from time to time and (ii) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. The Client (and the Client alone) must comply with the “short swing profit rule”.

依照中國法律、法規和條例, 「短線交易獲利規則」要求客戶上繳/退還其在下列情形中通過買賣特定中國上市公司的中華通證券獲得的任何盈利: (i) 客戶在該中國上市公司持有的股份超出相關中華通主管部門不時規定的閾值; 以及(ii) 相關賣出交易發生在買入交易後的六個月內或者反之。客戶必須自行負責遵守「短線交易獲利規則」。

- 16 Under PRC laws, rules and regulations, there is a limit as to how many shares a single foreign investor is permitted to hold in a single PRC Listco, and also a limit as to the maximum combined holdings of A Shares of all foreign investors in a single PRC Listco. Such foreign ownership limits may be applied on an aggregate basis (i.e. across both domestically and overseas issued shares of the same issuer, whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels). It is incumbent on the investor to adhere to all foreign ownership limits from time to time imposed by China Connect Applicable Laws and Regulations. Such legal and regulatory restrictions or limitations may have an adverse impact on the liquidity and performance of an investment in China Connect Securities triggered by factors such as limitations on fund repatriation, dealing restrictions, adverse tax treatments, higher commission costs, regulatory reporting requirements and reliance on services of local custodians and service providers. As a result, the Client may suffer losses through his/her/its trading or investment in China Connect Securities. In the case that Orient Securities (Hong Kong) becomes aware that the Client has breached (or reasonably believes that the Client may breach upon execution of further Northbound buy orders) any foreign ownership limits, or in case Orient Securities (Hong Kong) is so required by any China Connect Competent Authority, including, without limitation, as a result of any Forced-sale Notice issued by a China Connect Market, Orient Securities (Hong Kong) will sell any China Connect Securities pursuant to clause 8 of Part IV of this Agreement if the Client fails to comply with the corresponding Forced-sale Notice in order to ensure compliance with all China Connect Applicable Laws and Regulations. In such case, no buy orders for the relevant China Connect Securities will be accepted until the relevant China Connect Market informs its corresponding SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may, in its sole and absolute discretion, determine which Exchange Participant and what quantity of China Connect Securities should be subject to a Forced-sale Notice (this is likely to be on a “last-in, first out” basis), and SEHK’s (or the relevant SEHK Subsidiary’s) own records shall be final and conclusive. Further, pursuant to PRC laws, rules and regulations, where the aggregate holdings of foreign investors exceed a specified percentage (the “Cautionary

Level”) of the issued shares of a single PRC Listco, upon notification by the relevant China Connect Market to its corresponding SEHK Subsidiary, SEHK and the relevant SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting buy orders in respect of the relevant China Connect Securities. In such circumstances, Orient Securities (Hong Kong) may reject the Client’s buy orders until the aggregate shareholding of foreign investors has fallen below the specified percentage (the “Permitted Level”) as advised by the relevant China Connect Market. The single foreign investor limit is set at 10% of the shares of a PRC Listco and the aggregate foreign investor limit of A Share holdings is set at 30% of the shares of a PRC Listco (while the Cautionary Level and the Permitted Level are set at 28% and 26% respectively of the shares of a PRC Listco). Such limits are subject to change from time to time and Orient Securities (Hong Kong) shall not be under any obligation to inform the Client of any such changes to foreign ownership limits.

依照中國法律、法規和條例，單個境外投資者被允許在單個中國上市公司持有的股份數量受到限制，並且所有境外投資者在單個中國上市公司合計持有的最高 A 股數量也受到限制。該外資所有權限制可能按合計數量適用（即包括同一發行人在國內外發行的股份，不論通過北向交易、QFII/RQFII 機制或其他投資管道持有該等股份）。客戶有義務遵守中華通適用法律法規不時規定的所有外資所有權限制。該等法律法規規定的限制或限額，加上對於將資金匯回國內的限制、交易限制、不利稅收處理、較高的佣金費用、監管報告要求、對當地託管機構和服務商的依賴等因素，可能對中華通證券投資的流動性和業績造成不利影響。客戶可能因此在中華通證券的交易或投資中遭受損失。如果東方證券（香港）獲悉客戶違反了（或者有合理理由相信，如果執行進一步的北向買盤，客戶可能會違反）任何外資所有權限制，或者東方證券（香港）收到任何中華通主管部門的相關要求，包括但不限於收到任何中華通市場發出的任何強制出售通知，並且客戶未遵守相關強制出售通知的要求，則東方證券（香港）將依照協議第四部份第8條的規定出售任何中華通證券，以確保符合所有中華通適用法律法規的規定。在此情況下，將不接受相關中華通證券的任何買盤，直至相關中華通市場告知相關聯交所子公司或聯交所境外投資者的合計持股比例已降至規定比例之下。聯交所可以自主決定針對哪些交易所參與者及其持有的多少中華通證券發出強制出售通知（可能根據「後進先出」原則確定），並將聯交所（或相關聯交所子公司）的自身記錄作為終局性和結論性的認定依據。此外，依照中國法律、法規和條例，如果境外投資者在單個中國上市公司合計持有的已發行股份比例超出規定比例（以下簡稱「警戒比例」），經相關中華通市場向相關聯交所子公司發出通知，聯交所和相關聯交所子公司被要求儘快暫停接受與相關中華通證券有關的買盤。在此情況下，東方證券（香港）可以拒絕接受客戶的買盤，直至相關中華通市場告知境外投資者的合計持股比例已降至規定比例（以下簡稱「允許比例」）之下。單個境外投資者在單個中國上市公司的持股比例上限為 10%，境外投資者在單個中國上市公司合計持有的 A 股比例上限為 30%（警戒比例和允許比例分別為單個中國上市公司股份總數的 28%和 26%）。上述限制可能不時變更，東方證券（香港）沒有義務將外資所有權限制的任何變更通知客戶。

- 17 Prior to the Client’s trade in China Connect Securities, Orient Securities (Hong Kong) strongly urges the Client to consult his/her/its own tax advisers and counsel with respect to the possible Hong Kong and/or PRC tax consequences to the Client of such investment since such tax consequences may differ in respect of different investors. The Client will be fully responsible for any Taxes in respect of China Connect Securities including, without limitation, any capital gains tax or other PRC taxes, and will indemnify Orient Securities (Hong Kong) and any Related Person from and against all Hong Kong and/or PRC Taxes incurred by Orient Securities (Hong Kong) or Related Person arising in connection with any China Connect Securities which the Client holds, trades or otherwise disposes of. Orient Securities (Hong Kong) shall not be responsible for advising on or handling any tax issues, liabilities and/or obligations in connection with China Connect and not be providing any



service or assistance in this regard.

東方證券（香港）強烈建議客戶在進行中華通證券交易之前，就客戶因該投資可能需要在香港和/或中國承擔的納稅責任自行諮詢稅務顧問和法律顧問的意見，因為不同的投資者需要承擔的納稅責任可能並不相同。客戶應自行承擔與中華通證券有關的任何稅款，包括但不限於任何資本利得稅或其他中國稅收，並應賠償東方證券（香港）和任何關係人因客戶持有、交易或以其他方式處置任何中華通證券而發生的所有香港和/或中國稅款。東方證券（香港）沒有責任就與中華通有關的任何稅務問題、納稅責任和/或義務提供任何意見、處理任何該等問題或提供與之相關的任何服務或協助。

- 18 Northbound trading through the China Connect will be subject to PRC laws, rules and regulations prohibiting activities that constitute market manipulation, insider dealing and related offences. The extent of these restrictions may not be the same as equivalent requirements under Hong Kong law. In particular, defences applicable under Hong Kong market misconduct rules may not be applicable under PRC laws rules and regulations. If the Client is unfamiliar with PRC market conduct requirements and restrictions, the Client should seek specialist advice before engaging in trading through the China Connect. The Client confirms that the Client is not in possession of inside information when trading China Connect Securities or procuring others to do so.

通過中華通進行的北向交易需要遵守中國有關禁止構成操縱市場、內幕交易和相關違法行為的活動的法律、法規和條例。該等限制的範圍可能與香港法律的類似要求不同。尤其是，香港市場不當行為規則項下適用的抗辯在中國的法律、法規和條例項下可能並不適用。如果客戶不瞭解中國的市場行為要求和限制，在通過中華通進行交易之前應諮詢專業人員的意見。客戶確認，在進行或促使他人進行中華通證券之時，不掌握任何內幕消息。

- 19 The Client Securities Rules prescribes how client assets are to be dealt with by all intermediaries and their associated entities. However, given that the China Connect Securities traded through China Connect are not listed or traded on the SEHK, the Client Securities Rules will not apply unless otherwise specified by the SFC or any other relevant China Connect Competent Authority.

客戶證券規則則對所有中介及其關聯機構如何處理客戶資產作出了規定。但是，由於通過中華通交易的中華通證券並不在聯交所上市或交易，除非證券及期貨條例或任何其他相關中華通主管部門另有規定，客戶證券規則不適用於中華通證券。

- 20 No protections under the Investor Compensation Fund established under the SFO is extended to include trading in China Connect Securities. If the Client trades in China Connect Securities, unlike the trading of SEHK-listed securities, the Client will not be covered by the Investor Compensation Fund in respect of any loss the Client may sustain by reason of a default by Orient Securities (Hong Kong).

證券及期貨條例項下設立的投資者賠償基金提供的保護範圍並不涵蓋中華通證券的交易。如果客戶進行中華通證券交易，與聯交所上市證券的交易不同，客戶因東方證券(香港)的違約行為遭受的損失無法獲得投資者賠償基金的賠償。

- 21 Hong Kong law recognises the proprietary interest of investors in securities held for them by their broker or custodian in CCASS. Such recognition should apply equally to China Connect Securities held for Hong Kong and overseas investors by the Clearing Participant through HKSCC. In addition, in PRC (where China Connect Securities are registered in a securities account opened with ChinaClear in the name of HKSCC), it is expressly provided in the CSRC China Connect Rules that HKSCC acts as the nominee holder and the Hong Kong and overseas investors are the beneficial owners of the China Connect Securities. The Client is required to conduct his/her/its own review of the materials published by HKEX on China

Connect in relation to the ownership of China Connect Securities and the applicable China Connect Rules as they may be amended and supplemented from time to time. The Client should also seek professional advice from his/her/its own legal advisers or other professional adviser to make his/her/its own assessment of his/her/its rights as a Northbound investor in China Connect Securities. Under the rules of CCASS, HKSCC is prepared to provide assistance to the beneficial owners of China Connect Securities, if necessary. HKEX advises that any beneficial owner who decides to take legal action is responsible for seeking its own independent legal advice to satisfy itself and HKSCC that a cause of action exists and the beneficial owner should be prepared to conduct the action and take up all costs in relation to the action, including providing HKSCC with indemnities and legal representation in proceedings. Further details are set out in the HKEX published materials.

香港法律承認投資者對於由經紀人或託管人為其在中央結算系統所持有證券的所有者權益。該承認同樣適用於結算參與者通過中央結算為香港和境外投資者持有的中華通證券。此外，在中國（如果中華通證券登記在以中央結算的名義在中國結算開立的任何證券帳戶中），中國證監會中華通規則明確規定，中央結算以名義持有人身份行事，香港和境外投資者為該等中華通證券的實益所有人。客戶應自行查閱港交所發佈的、有關中華通下中華通證券所有權的材料和不時經修訂和補充的適用中華通規則。客戶還應自行諮詢法律顧問或其他專業顧問的專業意見，以便自行評估其作為中華通證券北向投資者的權利。依照中央結算系統的規定，中央結算隨時準備向中華通證券的實益所有人提供必要的幫助。港交所建議決定採取法律行動的任何實益所有人應自行諮詢獨立法律顧問的意見，以便使其本人和中央結算確信存在訴訟理由，並且該實益所有人應做好訴訟準備和承擔與訴訟有關的所有費用，包括向中央結算提供賠償和訴訟的法律代理。詳情見港交所發佈的相關材料。

- 22 ChinaClear has a risk management framework and measures in place that are approved and under supervision by the CSRC. If ChinaClear (as the host central counterparty) defaults, HKSCC has stated that it may (but shall have no obligation to) take any legal action or court proceeding to seek recovery of the outstanding China Connect Securities and monies from ChinaClear through available legal channels and through ChinaClear's liquidation process, if applicable. As ChinaClear does not contribute to the HKSCC guarantee fund, HKSCC will not use the HKSCC guarantee fund to cover any residual loss as a result of closing out any of ChinaClear's positions. HKSCC will in turn distribute the China Connect Securities and/or monies recovered to Clearing Participants on a pro-rata basis as prescribed by the relevant China Connect Competent Authority. Orient Securities (Hong Kong) in turn will distribute China Connect Securities and/or monies to the extent recovered directly or indirectly from HKSCC. Although the likelihood of a default by ChinaClear is considered to be remote, the Client should be aware of this arrangement and of this potential exposure before engaging in Northbound trading.

中國結算制定了經中國證監會批准和監督的風險管理機制和措施。如果中國結算（作為主場中央交易對手）違約，中央結算聲明其可能（但是沒有義務）採取任何法律行動或提出訴訟，以便通過可利用的法律途徑和中國結算的清算程式（如適用）向中國結算追償未交收的中華通證券和資金。由於中國結算並未向中央結算的保證基金出資，中央結算不能使用保證基金賠償因中國結算持有的任何倉位被平倉導致的任何剩餘損失。中央結算將依照相關中華通主管部門的規定，將其追償回的中華通證券和/或資金按比例分配給結算參與者。東方證券（香港）隨後將分配其直接或間接從中央結算追償回的中華通證券和/或資金。儘管中國結算違約的可能性被認為很小，客戶在進行北向交易之前，應知悉該安排和該潛在風險。

- 23 Orient Securities (Hong Kong)'s provision of services pursuant to this Agreement also depends upon the performance by HKSCC of its obligations. Any action or inaction on the part of the HKSCC or a failure or delay on the part of the HKSCC in the performance of its obligations may result in a failure of settlement of China Connect Securities and/or monies

in connection with them and the Client may suffer losses as a result. Neither Orient Securities (Hong Kong) nor any Related Person shall have any responsibility or liability for any such losses.

東方證券（香港）依照協議提供的服務還取決於中央結算是否履行義務。中央結算的任何作為或不作為或者未履行或延遲履行義務可能導致未能完成與之相關的中華通證券和/或資金的交收，因而導致客戶遭受損失。東方證券（香港）或任何關係人均無需為任何該等損失承擔任何賠償責任或其他責任。

- 24 China Connect Securities are traded in scriptless form and accordingly, China Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

中華通證券交易採用無紙化交易形式，因此，中華通證券不會實際存入中央結算系統和/或從中央結算系統提取。

- 25 Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the SSE website and/or SZSE website (as the case may be) and certain appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its Clearing Participants of the details via the CCASS terminals as soon as practicable on the announcement date. The Client engaged in Northbound trading may refer to the SSE website and/or the SZSE website (as the case may be) and the officially appointed newspapers and website (such as Shanghai Securities News (上海證券報), Securities Times (證券時報), China Securities Journal (中國證券報), Securities Daily (證券日報) and [www.cninfo.com.cn](http://www.cninfo.com.cn) (巨潮資訊網)) or, alternatively, the HKEX website's China Stock Markets web (or such other replacement or successor web page from time to time) for corporate actions in respect of China Connect Securities issued on the previous trading day. The Client should note that (i) issuers that are listed on the China Connect Market publish corporate documents in Simplified Chinese only, and English translations will not be available and (ii) issuers listed on the ChiNext Board are required to publish certain corporate announcements on their corporate websites and the officially appointed websites only. In addition, HKSCC will endeavour to collect and distribute cash dividends relating to China Connect Securities to Clearing Participants in a timely manner. Upon receipt of the dividend amount, HKSCC will to the extent practicable arrange to distribute to relevant Clearing Participants on the same day. Unlike the current practice in Hong Kong in respect of SEHK-listed shares, the Client engaged in Northbound trading may not be able to attend shareholder meetings by proxy or in person. No assurance as to the accuracy, reliability or timeliness of any company announcements of corporate actions is given and neither Orient Securities (Hong Kong) nor any Related Person accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon.

與中華通證券有關的任何公司行動應由相關發行人通過上交所網站和/或深交所網站（視具體情況而定）以及某些指定報紙公佈。中央結算還將在公告日之後儘快在中央結算系統登記與中華通證券有關的所有公司行動以及通過中央結算系統終端將相關資訊通知其結算參與者。進行北向交易的投資者可以查詢上交所網站和/或深交所網站（視具體情況而定）以及官方指定報紙和網站（比如上海證券報、證券時報、中國證券報、證券日報以及巨潮資訊網（[www.cninfo.com.cn](http://www.cninfo.com.cn)）或港交所網站上的中華通市場網頁（或其他替代或承繼網頁），瞭解上個交易日公佈的、與中華通證券有關的公司行動。投資者應注意：(i)在中華通市場上市的發行人只公佈簡體中文版的公司文件，不提供英文翻譯；(ii)在創業板上市的發行人僅被要求在其公司網站和官方指定網站發佈特定公司公告。此外，中央結算將努力儘快收取和向結算參與者分配與中華通證券有關的現金分紅。收到分紅款項後，中央結算將在可行的情況下，儘量在當日分配給相關結算參與者。與香港目前與聯交所上市證券有關的做法不同，進行北向交易的投資者可能無法親自或委託代理人參加股東會議。無法保證有關公司行動的任何公司公告的準確性、可靠性或及時性，並且東方證券（香港）或任何

關係人對於因任何該等公告的任何錯誤、不準確、延遲、遺漏或因依賴任何該等公告而採取的任何行動所引起的任何損失或損害均不承擔責任（不論該等責任基於侵權、合同或其他原因引起）。

- 26 If the Client acts as a fund manager for more than one fund or an asset manager on behalf of more than one client and the Client pre-allocates China Connect orders across such funds or clients which the Client manages, Orient Securities (Hong Kong) may offer the Average Pricing for such orders notwithstanding such orders may be executed at different times during the same Trading Day. Where the Average Pricing applies, each fund or client will be allocated China Connect Securities (or their proceeds) at the same averaged price, which may be higher or lower than the price which such fund or client would have paid or received had the orders been processed individually and in the order submitted directly or indirectly to Orient Securities (Hong Kong). Neither Orient Securities (Hong Kong) nor any Related Person will be responsible for any such differences in pricing or any loss or risk arising from the application of the Average Pricing.
- 如果客戶以多隻基金的基金管理人或代表多名委託人的資金管理人身份行事並且客戶預先將中華通買賣盤分配給其管理的該等基金或委託人，東方證券（香港）可以為該等買賣盤提供平均定價，即使該等買賣盤在同一交易日的不同時間成交。在適用平均定價的情況下，將按相同的平均價格將中華通證券（或出售所得）分配給每隻基金或每名委託人，該價格可能高於或低於該基金或委託人在其買賣盤按照直接或間接提交東方證券（香港）的順序單獨處理的情況下本應支付或獲得的價格。東方證券（香港）或任何關係人均無需為任何該等定價差異或因適用平均定價引起的任何損失或風險承擔責任。
- 27 SEHK may require Orient Securities (Hong Kong) to provide information on the Client's profile, and the type and value of the Client's orders in relation to Northbound trading of China Connect Securities and the trades which Orient Securities (Hong Kong) executed for the Client at such intervals and in such form as SEHK may specify from time to time for purposes of the publication, dissemination or public distribution of aggregated information in respect of China Connect Securities trades under China Connect, trading volumes, the Client profiles and other related data. SEHK may forward such information to the relevant China Connect Market for surveillance and investigation purposes.
- 聯交所可能要求東方證券（香港）按照聯交所不時規定的間隔期和採用聯交所不時規定的格式，提供有關客戶的基本資料、與中華通證券北向交易有關的買賣盤的類型以及東方證券（香港）為客戶執行的交易的資訊，以公佈、傳達或公開發佈與中華通下的中華通證券交易、交易量、客戶情況和其他相關資料有關的統計信息。聯交所可能將該等資訊轉交相關中華通市場，以進行監督和調查。
- 28 SEHK or the relevant SEHK Subsidiary (after consulting with SEHK) may, under certain circumstances as specified in the SEHK rules and/or whenever the SEHK, determine that it is appropriate and in the interest of a fair and orderly market to protect investors, temporarily suspend or restrict all or part of the order routing and related supporting services with regard to all or any Northbound trading of China Connect Securities, and for such duration and frequency as SEHK may consider appropriate. The Client will not be able to buy or sell China Connect Securities on SEHK through China Connect during any period in which trading of China Connect Securities is suspended. In particular, the Client should note that while trading of China Connect Securities is suspended by the SEHK, trading of such China Connect Securities may continue on the relevant China Connect Market. The Client may remain exposed to fluctuations in the price of China Connect Securities caused by trading on the relevant China Connect Market during the period when trading of such China Connect Securities is suspended by SEHK. SEHK has absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without prior notice, whether on a temporary basis, due to operational needs, inclement weather, under emergency

situations or otherwise. Moreover, SEHK or the relevant SEHK Subsidiary (with the agreement of SEHK) may cease the provision of the China Connect Northbound trading service permanently. Such suspension, restriction or cessation will affect Orient Securities (Hong Kong)'s ability to accept and process the Client's orders and the Client is advised to refer to the HKEX website and other information published by the HKEX for up-to-date information. There can be no assurance that the Client's orders will be accepted or processed, notwithstanding that China Connect Securities may be traded through other channels including, without limitation, by PRC investors on the relevant China Connect Market. In addition, SEHK rules state that where any H Shares with corresponding A Shares eligible as China Connect Securities are suspended from trading on SEHK, but the corresponding A Shares are not suspended from trading on the relevant China Connect Market, the service for routing the China Connect sell orders and China Connect buy orders for such A Shares to the relevant China Connect Market for execution will normally remain available. However, SEHK may, in its discretion, restrict or suspend such service without prior notice and the Client's ability to place sell orders and buy orders may be affected. The China Connect Market System is a platform for trading of China Connect Securities under China Connect. Orient Securities (Hong Kong) provides trading services based on the China Connect Market System which is operated by the relevant China Connect Market. Orient Securities (Hong Kong) is not responsible for any delay or failure caused by any China Connect Market System and the Client accepts all risks arising from trading China Connect Securities through any China Connect Market System. Neither Orient Securities (Hong Kong) nor any Related Person shall be responsible or held liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with the China Connect Service or the CSC through Northbound trading including, without limitation, the following:

聯交所或相關聯交所子公司（在與聯交所協商後）可能在聯交所規則規定的某些情況下和/或聯交所認為對於保護投資者合適和有利於維護公平和有序市場的情況下，在聯交所認為合適的期間和按其認為合適的頻次，臨時終止或限制與全部或任何中華通證券的北向交易有關的全部或部分買賣盤傳遞和相關支援服務。在中華通證券交易暫停的任何期間，客戶將無法通過中華通在聯交所買賣中華通證券。尤其是，客戶應注意，在聯交所的中華通證券交易暫停期間，該等中華通證券可能在相關中華通市場繼續交易。因此，在聯交所的中華通證券交易暫停期間，客戶可能依然面臨中華通證券在相關中華通市場交易引起的價格波動風險。聯交所有權在任何時候和未事先通知的情況下，因運營需要、惡劣天氣、緊急情況或其他原因自主決定變更中華通服務的運作時間和安排（不論是否屬於臨時性質）。此外，聯交所或相關聯交所子公司（經聯交所同意）可以永久性停止提供中華通北向交易服務。該等暫停、限制或停止可能影響東方證券（香港）接受和處理客戶買賣盤的能力。因此，東方證券（香港）建議客戶查詢港交所網站和港交所公佈的其他資訊，以瞭解最新資訊。無法保證接受和處理客戶的買賣盤，即使可以通過其他管道交易中華通證券，包括但不限於中國投資者在相關中華通市場上進行的交易。此外，聯交所的規則規定，對於有對應 A 股且該 A 股符合中華通證券資格的任何 H 股，如該 H 股在聯交所停牌，通常依然提供向相關中華通市場傳遞該 A 股的中華通賣盤和中華通買盤的服務。但是，聯交所可以自主決定在未事先通知的情況下限制或暫停該服務，在此情況下，客戶發出買賣盤的能力將受到影響。中華通市場系統是用於交易中華通下中華通證券的平臺。東方證券（香港）基於由相關中華通市場運營的中華通市場系統提供交易服務。東方證券（香港）無需為任何中華通市場系統導致的任何延遲或中斷承擔責任，客戶應自行承擔因通過任何中華通市場系統交易中華通證券引起的所有風險。東方證券（香港）或任何關係人均無需為客戶在北向交易中因中華通服務或中華證券通系統（包括但不限於因下列原因）引起或與之相關而直接或間接遭受的任何損失或損害承擔任何賠償或其他責任：

- (a) a suspension, restriction or cessation of the China Connect Service or the CSC, or any inability to access or use the CSC or the China Connect Service;

中華通服務或中華證券通系統的任何暫停、限制、停止或者無法登錄或使用；

- (b) any special arrangement put in place or any action, step or measure taken or not taken to deal with an emergency or contingencies, including but not limited to the cancellation of any or all China Connect orders input by Exchange Participant;  
為處理任何緊急情況或者或有事項而作出的任何特別安排、採取或未採取的任何行動、步驟或措施，包括但不限於取消交易所參與者發出的任何或所有中華通買賣盤；
- (c) any suspension, delay, interruption or cessation of trading of any China Connect Securities on the relevant China Connect Market;  
相關中華通市場上任何中華通證券交易的任何暫停、延遲、中斷或買賣盤的取消；
- (d) any delay, suspension, interruption or order cancellation of any China Connect Securities as a result of SW Condition in Hong Kong;  
因香港惡劣天氣情況，導致任何中華通證券交易的任何暫停、延遲、中斷或買賣盤的取消；
- (e) any delay or failure to route any China Connect orders or any delay or failure to send any order cancellation requests or to provide the China Connect Service due to any system, communication or connection failure, power outage, software or hardware malfunction or other events beyond the control of SEHK, Orient Securities (Hong Kong) or a Related Person;  
東方證券（香港）申請取消的任何中華通買賣盤因任何原因未能取消；
- (f) any China Connect order which Orient Securities (Hong Kong) has requested to be cancelled not being cancelled for any reason whatsoever;  
東方證券（香港）申請取消的任何中華通買賣盤因任何原因未能取消；
- (g) in the event that SEHK or any China Connect Market requires Orient Securities (Hong Kong) to reject any order for China Connect Service;  
聯交所或任何中華通市場要求東方證券（香港）拒絕中華通服務的任何委託盤；
- (h) any delay, failure or error of any China Connect Market System or any system upon which Orient Securities (Hong Kong), the relevant SEHK subsidiary or a Related Person is reliant in providing the China Connect Service; and  
任何中華通市場系統或東方證券（香港）、相關聯交所子公司或任何關係人據以提供中華通服務的任何其他系統發生的任何延遲、中斷或錯誤；及
- (i) any delay or failure to execute, or any error in matching or executing, any China Connect order due to reasons beyond the control of SEHK, HKEX, the relevant SEHK Subsidiary, Orient Securities (Hong Kong) or any Related Person, including but not limited to any action or decision taken or made, or not taken or made, by any China Connect Competent Authority or any other relevant governmental or regulatory body. If there is any delay or failure to send any order cancellation requests in any circumstance described in paragraph (e) above, the Client shall, in the event such order is matched and executed, remain responsible for fulfilling any settlement obligations in respect of such transaction. The Client acknowledges that HKEX, SEHK, SEHK Subsidiaries, SSE, SZSE, the subsidiaries of any China Connect Market and their respective directors, employees and agents are not



responsible or be held liable for any such losses.

因聯交所、港交所、相關聯交所子公司、東方證券（香港）或任何關係人無法控制的任何原因，包括但不限於任何中華通主管部門或任何其他相關政府或監管機構採取或未採取的任何行動或者作出或未作出的任何決定，導致延遲或未能執行任何中華通買賣盤或在任何中華通買賣盤的撮合或執行中發生任何錯誤。因以上(e)款所述任何情形導致延遲或未能發送任何買賣盤取消申請的，如果相關買賣盤已經撮合和成交，客戶依然有責任履行與該交易有關的交收義務。客戶承認，港交所、聯交所、聯交所子公司、上交所、深交所、任何中華通市場的子公司以及上述機構的任何董事、員工和代理人均無需為任何該等損失承擔任何賠償或其他責任。

- 29 SEHK has sole and absolute discretion to determine from time to time the operational hours of the China Connect Service, and will have sole and absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without prior notice (whether temporarily or otherwise). Orient Securities (Hong Kong) shall not be under any obligation to inform the Client of any such determinations by the SEHK as to the operational hours of the China Connect Service. Where, for example, there is any price sensitive information relating to a PRC Listco during a time when China Connect Service is not in operation, China Connect Securities issued by or in respect of the PRC Listco may continue to trade on the relevant China Connect Market and the price of such China Connect Securities may move significantly. In such case, Northbound investors will not be able to trade in such securities until the next available Trading Day under China Connect.  
聯交所有權不時自主決定中華通服務的運作時間，並且有權在任何時候和未事先通知的情況下，自主決定變更中華通服務的運作時間和安排（不論是否屬於臨時性質）。東方證券（香港）沒有義務將聯交所與中華通服務的運作時間有關的任何該等決定通知客戶。如果在中華通服務的非運作時間出現與任何中國上市公司有關的任何價格敏感資訊，該中國上市公司發行或與其相關的中華通證券可能繼續在相關中華通市場上交易，其價格可能大幅上漲或下跌。在此情況下，北向投資者只能在中華通的下個交易日才能進行該證券的交易。
- 30 Where the Client receives any form of entitlement security from the issuer of a China Connect Securities, if such entitlement securities:  
客戶如收到任何中華通證券的發行人分配的任何形式的權益證券，如果該權益證券：
- (a) is a China Connect Securities, the Client will be permitted to buy and sell the entitlement security through China Connect;  
為中華通證券，客戶可以通過中華通買賣該權益證券；
  - (b) is not a China Connect Securities but is a RMB denominated securities listed on a China Connect Market, the Client may be allowed to sell the entitlement security through China Connect but will not be permitted to buy such entitlement securities;  
並非中華通證券，而是在中華通市場上市的人民幣計價證券，客戶可以通過中華通出售該權益證券，但是不得購買該權益證券；
  - (c) is a securities listed on a China Connect Market but is not traded in RMB, the Client will not be allowed to buy or sell the entitlement securities through China Connect;  
and  
為在中華通市場上市的證券但是並非以人民幣交易，客戶不得通過中華通買賣該權益證券；及
  - (d) is not listed on a China Connect Market, the Client will not be allowed to buy or sell the entitlement securities on China Connect unless and until appropriate

arrangements (if any) have been provided by HKSCC. It is possible that no such alternative arrangements will be provided.

不在中華通市場上市，除非中央結算已提供合適安排（如有），客戶不得通過中華通買賣該權益證券。有可能並不提供任何該等替代安排。

- 31 Odd lot trading in China Connect Securities is available only for sell orders and all odd lots must be sold in one single order. A board lot order may be matched with different odd lot sell orders, resulting in odd lot trades. Board lot and odd lot orders are matched on the same platform on China Connect and subject to the same share price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB0.01.  
只允許中華通證券的碎股賣盤交易，並且所有碎股必須通過單個買賣盤賣出。整手買賣盤可以與不同的碎股賣盤撮合，因而形成碎股交易。整手和碎股買賣盤在中華通的相同平臺上和按相同價格撮合。一個買賣盤最多包含 100 萬份股份，價格變動下限通常為 0.01 人民幣。
- 32 Covered short selling of China Connect Securities may become available provided such covered short selling satisfies the requirements specified by the relevant China Connect Competent Authority, including that short selling orders are only in respect of China Connect Securities designated as eligible for short selling, are appropriately flagged as such and that they are subject to an uptick rule. Naked short selling of China Connect Securities is prohibited. The China Connect Competent Authority may also suspend the ability to engage in short selling of any China Connect Securities if the volume of short selling activity exceeds thresholds prescribed by the relevant China Connect Market. The Client will be fully responsible for understanding and complying with short selling requirements as in effect from time to time and for any consequences of non-compliance.  
中華通證券的備兌賣空必須符合相關中華通主管部門的要求方可進行，包括賣空盤僅涉及被指定為符合賣空資格的中華通證券、合適標注並符合限價賣空規則。禁止進行中華通證券的裸賣空交易。當賣空交易量超出相關中華通市場規定的閾值時，中華通主管部門可能暫停進行任何中華通證券賣空交易的資格。客戶應自行負責瞭解和遵守不時有效的賣空要求，並瞭解不遵守規定的任何後果。
- 33 Any conversion of any currency into RMB pursuant to clause 7 of Part IV of this Agreement may be subject to conversion limits. Settlement of a Northbound buy order may be delayed and/or fail if there is a delay in converting the relevant currency into RMB. Any risk, loss or cost arising out or in connection with any such delay or failure of settlement shall be borne by the Client.  
在依照協議第四部份第 7 條的規定將任何貨幣兌換為人民幣時，可能受到兌換額度的限制。如果在將相關貨幣兌換為人民幣時發生延遲，可能導致北向買盤交收的延遲。客戶應自行承擔因任何該等交收的延遲或未完成交收引起或與之相關的任何風險、損失或費用。
- 34 PRC is an emerging market carrying one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the developmental stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk.  
中國為具有以下一個或多個特徵的新興市場：一定程度的政治不穩定、相對難以預測的金融市場和經濟增長方式、依然處於發展階段的金融市場或經濟疲軟。新興市場投資通常面臨較高風險，包括事件風險、政治風險、經濟風險、信用風險、匯率



風險、市場風險、流動性/資金缺口風險、監管/法律風險、交易交收、處理和結算風險以及債券持有人/股東風險等。

- 35 Investing in China Connect Securities may offer a higher rate of return than investing in short term and longer term debt securities. In any event, the risks associated with investments in China Connect Securities may also be higher, because the investment performance of China Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with any equity portfolio is the risk that the value of the investments it holds might suddenly and substantially decrease in value.

中華通證券的投資回報可能高於短期和長期債券投資，但是中華通證券投資的風險也相對較高，原因是其投資業績取決於很多難以預測的因素，包括市場突然或長期下跌的可能性以及與單個公司相關的風險。任何股票投資組合均存在其持有的投資標的可能突然大幅貶值的基本風險。

- 36 The Client must comply with all China Connect Applicable Laws and Regulations. In addition, any change in any China Connect Applicable Laws and Regulations may have an impact on the market sentiment which may in turn affect the performance of China Connect Securities. It is impossible to predict whether such an impact caused by any such change will be positive or negative for China Connect Securities. In the worst scenario, the Client may lose a material part of his/her/its investments in China Connect Securities. In addition, any litigation or other legal actions brought before the courts in PRC will be subject to PRC laws, rules and procedures, which are not the same as those which are adopted by the courts in Hong Kong.

客戶必須遵守所有中華通適用法律法規。此外，任何中華通適用法律法規發生的任何變更可能會影響市場情緒，進而影響中華通證券的表現。很難預測任何該等變更將對中華通證券產生的影響是正面或負面的。在最壞情況下，客戶可能損失其投入中華通證券的大部分投資。此外，在中國提出的任何訴訟或其他法律行動將適用中國法律、法規和條例，這可能與香港法院採用的法律、法規和條例不同。

- 37 RMB is not freely convertible in Hong Kong, and is subject to foreign exchange controls and restrictions. In particular, conversion of RMB through banks in Hong Kong is subject to certain restrictions. It may be difficult for investors to convert RMB into Hong Kong dollars or other currencies or vice versa at any specific time, and conversion will be subject to conversion costs and such costs and timings for conversion may not be of his/her/its preference. Further, the value of RMB against Hong Kong dollars or other foreign currencies may be affected by a wide and various range of factors. No guarantee as to RMB will not depreciate is given by Orient Securities (Hong Kong). A depreciation of RMB may result in a decrease in the market value of RMB securities and the realisation price of RMB securities. Non-RMB based investors, who are trading in RMB securities, may also suffer loss in the event that they subsequently convert any RMB proceeds back to Hong Kong dollars or other base currencies. RMB is not a freely convertible currency. There are also significant restrictions on the remittance of RMB into and out of PRC. If the issuer of RMB securities is not able to remit RMB to Hong Kong or make distributions in RMB due to exchange controls or other restrictions, the issuer may make distributions (including dividends and other payments) in other currencies. The Client may therefore be exposed to additional foreign exchange risks and liquidity exposures. The liquidity and trading price of China Connect Securities may be adversely affected by the limited availability of RMB outside PRC and restrictions on the conversion of RMB. These factors may affect the liquidity of RMB for the Client and accordingly adversely affect the market demand for China Connect Securities.

人民幣在香港不可自由兌換，受到外匯管制和限制的約束。尤其是，通過香港公司兌換人民幣受到某些限制。客戶難以在任何指定時間將人民幣兌換為港元或其他貨

幣或者反之，並且還需要支付兌換費用，該等兌換的費用和時間可能並不符合客戶的意願。此外，人民幣兌港元或其他貨幣的價值可能受到多種因素的影響。東方證券（香港）無法保證人民幣不會貶值。人民幣的貶值將導致人民幣證券的交易價值和變現價格的下跌。進行人民幣證券交易的境外投資者在將任何人民幣收入兌換為港元或其他貨幣時可能遭受損失。人民幣並非自由兌換貨幣。將人民幣匯入或匯出中國同樣受到嚴格限制。如果人民幣證券發行人因外匯管制或其他限制無法將人民幣匯入香港或以人民幣進行分配，發行人可能以其他貨幣進行分配（包括股息和其他款項）。客戶因此將面臨額外的外匯風險和流動性風險。中華通證券的流動性和交易價格還可能受到中國境外的人民幣儲備有限和人民幣兌換限制的不利影響。該等因素可能影響客戶的人民幣流動性，進而對中華通證券的市場需求造成不利影響。

- 38 (Applicable to institutional professional investors only) ChiNext Shares and STAR Shares (a Securities accepted for listing and admitted to trading on the SSE STAR market from time to time) will be limited to institutional professional investors only. The Client should be aware of any potential risks of trading ChiNext Shares and STAR Shares.  
(僅適用於機構專業投資者) 創業板股票及科創板股票(不時在上交所交易的科創板上市及交易的證券)僅限於機構專業投資者。客戶應注意交易創業板股票及科創板股票的任何潛在的風險。

- 39 The potential risks of trading ChiNext Shares are as follows:  
交易創業板股票的潛在風險如下：

(a) Regulatory Risks 規管差異風險

The rules and guidance on listing, trading, disclosure and other matters of SZSE ChiNext vary much from those of the SZSE main board and small and medium-sized enterprises board (“SME Board”). For example, on the listing requirements, a shorter track record period and lower net profit, revenue and operating cash flow requirements will apply for company seeking IPO and listing on the ChiNext market. ChiNext companies may also have a lower post-IPO total share capital than main board and SME board companies. For details of the listing requirements on the ChiNext market, the SZSE main board and SME board, please visit SZSE website.

深交所創業板市場與深交所主板和中小企業板(下稱「中小板」)市場在上市、交易、信息披露以及其他事項的規則和指引方面都存在較大差異。例如，就上市條件而言，尋求在創業板市場上市的公司將適用更短的盈利歷史、更低的淨利潤和營業收入，以及更低的經營活動產生的現金流量要求。創業板上市公司較之主板和中小板公司對於股本總額的要求也更低。關於深交所創業板、主板、中小板的上市條件詳情，請參閱深交所網站。

Besides, ChiNext market adopts disclosure rules that substantially vary from those of the main board and SME board. For example, ad hoc reports of ChiNext companies are only required to be published on a CSRC designated website and on the issuers' websites. If the Client continues to check information through the usual disclosure channels for main board and SME boards, they may miss out some important information disclosed by ChiNext companies. Therefore, investors are advised to closely monitor announcements and risk alerts of ChiNext companies, be aware of market risks, and comply with relevant rules and regulations while trading in the ChiNext market.

另外，創業板市場採用與主板和中小板市場較為不同的信息披露規則。例如，創業板上市公司的臨時報告僅要求在證監會指定網站和公司網站上披

露。如果客戶繼續採用與主板市場和中小板市場相似的信息查詢方法，可能無法及時了解到公司正在發生的重大變動。因此，建議客戶密切關注創業板上市公司的公告及風險警示，了解市場風險，並在交易創業板股票時遵守相關法律法規。

(b) Delisting risks 退市風險

The delisting standards of the ChiNext market are different from those of the SZSE main board and SME board. There are more situations that will lead to the delisting of ChiNext companies. ChiNext companies have greater exposure to the risk of being delisted, and such delisting process may be speeded up.

創業板市場上市公司退市標準與深交所主板市場和中小板市場不同，可能導致創業板市場上市公司退市的情形更多。創業板市場上市公司面臨更大的退市風險，且退市速度可能更快。

In addition, the shares of ChiNext companies may be delisted immediately after SZSE determines its delisting. The Client will not be able to trade in delisted shares, and may lose all the invested capital in this case.

另外，創業板市場上市公司股票可能在深交所決定終止其上市後直接退市。客戶將無法交易已退市公司的股份，在此情況下將可能損失全部本金。

(c) Operating risks 公司經營風險

ChiNext companies are generally in an early stage of development and have a shorter history. They are usually smaller in scale, have less stable operations, and are less resilient against market risks and industry risks. Although they may have higher growth potential and leverage more on technical innovations, their future performance particularly those without a profit track record is susceptible to great uncertainty.

創業板市場上市公司一般處於發展初期，經營歷史較短，規模較小，經營穩定性較低，抵抗市場風險和行業風險的能力較弱。儘管它們可能擁有更大的發展潛力並可更多地借助於科技創新，其未來表現（尤其是那些尚未有良好盈利記錄的公司）存在很大的不確定性。

(d) High Share Price Volatility 大幅股價波動

The share prices of ChiNext companies may fluctuate largely and frequently due to changing market conditions, investor speculations, inconsistent financial results, etc. ChiNext companies with low public float may be vulnerable to manipulations by major shareholders. The unstable financial result also adds the difficulty to the company valuations.

創業板市場上市公司股價可能隨市況變化、投資者投機行為或公司業績變動等情況而頻繁發生大幅波動。流通股本較少的創業板市場上市公司可能較容易被主要股東操縱股價。不穩定的公司業績亦令此類公司的估值較為困難。

(e) Technical Risks 技術風險

It is uncertain whether a ChiNext company is able to convert its technical innovations into physical products or services. When the industry is experiencing rapid technological development and replacement, its product may be obsolete

and may not survive in the market.

創業板市場上市公司的新技術能否轉化為現實中的產品或服務具有不確定性。當其所在的行業正經歷快速的技術更新換代時，其產品可能面臨被淘汰的危險而令其公司難以為繼。

40 The potential risks of trading STAR Shares are as follows:

交易科創板股票的潛在風險如下：

(a) Regulatory Risks 規管差異風險

The rules and guidance on listing, trading, disclosure and other matters of SSE STAR vary much from those of the SSE main board. For example, on the listing requirements, lower net profit and revenue requirements will apply for company seeking IPO and listing on the STAR market. Different trading arrangements will apply for the trading of STAR companies, such as daily price limit, minimum order size and maximum order size. For details of the listing requirements and the trading arrangements of the STAR market and the SSE main board, please visit SSE website.

上交所科創板市場與上交所主板市場在上市、交易、信息披露以及其他事項的規則和指引方面都存在較大差異。例如，就上市條件而言，尋求在科創板市場上市的公司將適用更短的盈利歷史、更低的淨利潤和營業收入，以及更低的經營活動產生的現金流量要求。科創板上市公司較之主板和中小板公司對於股本總額的要求也更低。科創板上市公司的交易安排亦與主板上市公司不同，例如價格限制、最小買賣盤和最大買賣盤。關於上交所科創板與主板的上市條件詳情，請參閱上交所網站。

(b) Delisting risks 退市風險

The delisting standards of the STAR market are different from those of the SSE main board. There are more situations that will lead to the delisting of STAR companies. STAR companies have greater exposure to the risk of being delisted, and such delisting process may be speeded up.

科創板退市制度較主板更為嚴格，可能導致科創板市場上市公司退市的情形更多，退市速度更快。

(c) Operating risks 公司經營風險

STAR companies are generally in an early stage of development and have a shorter history. They are usually smaller in scale, have less stable operations, and are less resilient against market risks and industry risks. Although they may have higher growth potential and leverage more on technical innovations, their future performance particularly those without a profit track record is susceptible to great uncertainty.

科創板市場上市公司一般處於發展初期，經營歷史較短，規模較小，經營穩定性較低，抵抗市場風險和行業風險的能力較弱。儘管它們可能擁有更大的發展潛力並可更多地借助於科技創新，其未來表現（尤其是那些尚未有良好盈利記錄的公司）存在很大的不確定性。

(d) High Share Price Volatility 大幅股價波動

The share prices of STAR companies may fluctuate largely and frequently due to

changing market conditions, investor speculations, inconsistent financial results, etc. The unstable financial result also adds the difficulty to the company valuations.

科創板市場上市公司股價可能隨市況變化、投資者投機行為或公司業績變動等情況而頻繁發生大幅波動。流通股本較少的科創板市場上市公司可能較容易被主要股東操縱股價。不穩定的公司業績亦令此類公司的估值較為困難。

(e) Technical Risks 技術風險

There is higher degree of uncertainty whether a STAR company is able to convert its technical innovations into physical products or services. When the industry is experiencing rapid technological development and replacement, its product may be obsolete and may not survive in the market.

科創板市場上市公司的新技術能否轉化為現實中的產品或服務具有不確定性。當其所在的行業正經歷快速的技術更新換代時，其產品可能面臨被淘汰的危險而令其公司難以為繼。

**Part F Additional Risk Disclosure for Virtual Assets and Virtual Asset-Related Products**

**己部 虛擬資產及虛擬資產相關產品的相關風險**

1. Virtual assets are highly risky and investors should exercise caution in relation to these products.  
虛擬資產的風險極高，投資者應對有關產品保持審慎。
2. A virtual asset may or may not be considered as “property” under the law, and such legal uncertainty may affect the nature and enforceability of a client’s interest in such virtual asset.  
虛擬資產根據法律可能會或可能不會被視為「財產」，而這項在法律上的不確定性或會影響客戶在該虛擬資產的權益的性質及可執行性。
3. The offering documents or product information provided by the issuer have not been subject to scrutiny by any regulatory body.  
發行人所提供的要約文件或產品資料尚未受到任何監管機構審查。
4. The protection offered by the Investor Compensation Fund does not apply to transactions involving virtual assets (irrespective of the nature of the tokens).  
投資者賠償基金提供的保障不適用於涉及虛擬資產的交易（不論代幣的性質為何）。
5. A virtual asset is not legal tender, ie, it is not backed by the government and authorities.  
虛擬資產並非法定貨幣，即沒有獲得政府及有關當局的擔保。
6. Transactions in virtual assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.  
虛擬資產交易可能不可逆轉，故此因欺詐性或意外交易而造成的損失可能無法追回。
7. The value of a virtual asset may be derived from the continued willingness of market participants to exchange fiat currencies for a virtual asset, which means that the value of a particular virtual asset may be completely and permanently lost should the market for that virtual asset disappear. There is no assurance that a person who accepts a virtual asset as payment today will continue to do so in the future.  
虛擬資產的價值可能源自市場參與者持續地願意將法定貨幣轉換成為虛擬資產，這意味著如果某特定虛擬資產的市場消失的話，該虛擬資產可能會完全及永久地失去價值。無法保證目前接受虛擬資產作為付款方式的人士將來亦會繼續這樣做。

8. The extreme volatility and unpredictability of the price of a virtual asset relative to fiat currencies may result in a total loss of the investment over a short period of time.  
相對於法定貨幣，虛擬資產在價格方面極端波動及難以預測，這可能會令客戶在短時間內損失全部投資金額。
9. Legislative and regulatory changes may adversely affect the use, storage, transfer, exchange and value of virtual assets.  
法例及監管方面的改變可能會對虛擬資產的使用、儲存、轉移、兌換及價值構成不利影響。
10. Some virtual asset transactions may be deemed to be executed only when they are recorded and confirmed by an SFC-licensed platform, which may not necessarily be the time at which the client initiates the transaction.  
某些虛擬資產交易只有在獲得證監會持牌平台記錄及確認時（不一定是在客戶發出交易指示時），才可能會被視為已予執行。
11. The nature of virtual assets exposes them to an increased risk of fraud or cyberattack.  
虛擬資產的性質令其承受著更高的欺詐或網絡攻擊風險。
12. The nature of virtual assets means that technological difficulties experienced by an SFC-licensed platform may prevent clients from dealing in their virtual assets.  
虛擬資產的性質意味著證監會持牌平台所遭遇的技術困難可能會妨礙客戶就他們的虛擬資產進行交易。
13. For virtual asset futures contracts, in addition to the risk mentioned in “Additional Risk Disclosure for Futures and Options Trading” or any other disclosure documents, risks specific to virtual asset futures contracts may include (but not limited to):  
就虛擬資產期貨合約而言，除於《關於期貨及期權買賣的額外風險披露》或其他披露文件所提及的風險外，虛擬資產期貨合約涉及的特定風險可能包括（但不限於）：
  - 13.1. the risks of the underlying virtual assets (eg, insufficient liquidity, high price volatility and potential market manipulation) may be magnified in trading virtual asset futures contracts by the speculative nature of the underlying virtual assets and the leverage inherent in futures contracts; and  
相關虛擬資產涉及的風險（例如流通性不足、價格高度波動及潛在的市場操縱行為）可能會因相關虛擬資產的投機性質和期貨合約固有的槓桿作用而加劇；及
  - 13.2. the difficulty of valuing the underlying virtual assets poses significant challenges for investors in reliably valuing virtual asset futures contracts.  
由於相關虛擬資產難以估值，因此為投資者在對虛擬資產期貨合約進行可靠估值方面帶來重大挑戰。
14. For all VA-related products, in addition to different products may involve different specific risks, the risks may also include (but not limited to):  
就所有虛擬資產相關產品而言，除不同產品可能涉及不同的特定風險外，風險亦可能包括（但不限於）：
  - 14.1. the continuing evolution of virtual assets and how this may be affected by global regulatory developments;  
虛擬資產的持續演變，以及全球的監管發展可能會對這種情況造成的影響；
  - 14.2. legal uncertainty on whether virtual assets can be regarded as “property” under the law;  
在法律上的不確定性，即虛擬資產根據法律是否可被視為「財產」；
  - 14.3. difficulties in verifying the ownership of virtual assets;  
難以核實虛擬資產的擁有權；

- 14.4. price volatility;  
價格波動性；
- 14.5. potential price manipulation on trading, lending or other dealing platforms;  
交易、借貸或其他買賣平台上可能出現的價格操縱；
- 14.6. a lack of secondary markets for certain virtual assets;  
某些虛擬資產缺乏二級市場；
- 14.7. most trading, lending or other dealing platforms and custodians of virtual assets are presently unregulated;  
現時大多數虛擬資產的交易、借貸或其他買賣平台及保管人都不受規管；
- 14.8. counterparty risk when effecting transactions with issuers, private buyers and sellers or through trading, lending or other dealing platforms;  
與發行人、私人買家及賣家或透過交易、借貸或其他買賣平台執行交易時的對手方風險；
- 14.9. risk of the loss of virtual assets, especially if held in “hot wallets”;  
損失虛擬資產（尤其是在“線上錢包”內持有的虛擬資產）的風險；
- 14.10. hacking and technology-related risks; and  
黑客攻擊及科技相關風險；及
- 14.11. new risks which may arise from investing in new types of virtual assets or market participants’ engagement in more complex transaction strategies.  
因投資新類別的虛擬資產或市場參與者採取更複雜的交易策略而可能引起的新風險。

## SCHEDULE 2 – CIRCULAR TO CLIENTS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE

### 附錄 2 - 《個人資料（私隱）條例致客戶通知》

This Circular is provided to the Client pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (the “Ordinance”) in connection with the Client’s provision of personal data and information (the “Data”) to Orient Securities (Hong Kong), Orient Futures (Hong Kong) and its affiliate (collectively, “Orient Group”) from time to time. Orient Securities (Hong Kong) and Orient Futures (Hong Kong) are fully committed to protecting the personal privacy interests of the Client who provides Orient Securities (Hong Kong) and Orient Futures (Hong Kong) with the Data in relation to the Client, and to complying with the requirements under the Ordinance.

本通知是根據《個人資料（私隱）條例》（香港法律第 486 章）（下稱「該條例」）而提供予客戶，是關於客戶不時向東方證券（香港）、東方期貨（香港）及其聯屬公司（以下統稱「東方集團」）提供的個人資料及資訊（下稱「該等資料」）。東方證券（香港）及東方期貨（香港）致力遵守該條例項下的要求，嚴格保護客戶向東方證券（香港）及東方期貨（香港）提供客戶的該等資料之私隱。

1. From time to time, it is necessary for the Client to supply Orient Securities (Hong Kong) and Orient Futures (Hong Kong) with the Data in connection with the Account opening or continuations, provision of services to the Client or compliance with any laws, rules, regulations or guidance issued by regulatory, competent or other authorities (whether in Hong Kong or elsewhere).

客戶須不時就開立帳戶或繼續運作、向客戶提供服務或遵從任何法律、規則、規例或監管或其他主管當局（不論是香港或其他地方）所頒佈的指引而向東方證券（香港）及東方期貨（香港）提供資料。

2. In relation to an individual Client, the kind of the Data which may be collected by Orient Securities (Hong Kong) and Orient Futures (Hong Kong) includes, without limitation, name, identity card, address, nationality, occupation, country of tax residence and details of financial status. With respect to a corporate Client, the kind of the Data which may be collected by Orient Securities (Hong Kong) and Orient Futures (Hong Kong) includes, without limitation, the personal data and information of the directors, officers, employees, Authorized Signatory, partners, shareholders, other connected persons thereof.

就個人客戶而言，可由東方證券（香港）及東方期貨（香港）收集該等資料的種類包括（但不限於）姓名、身份證、地址、國籍、職業、稅務居留國家及財政狀況詳情。而就公司客戶而言，可由東方證券（香港）及東方期貨（香港）收集該等資料的種類包括（但不限於）其董事、高級人員、僱員、獲授權人士簽署、合夥人、股東及其他關聯人士的個人資料及資訊。

3. Failure to supply the Data may result in Orient Securities (Hong Kong) and Orient Futures (Hong Kong) being unable to open the Account or continue to provide services to the Client, or unable to comply with any laws, rules, regulations or guidance issued by regulatory, competent or other authorities (whether in Hong Kong or overseas).

若未能提供該等資料，可能會導致東方證券（香港）及東方期貨（香港）無法為客戶開立帳戶或繼續向客戶提供服務，又或無法遵從任何法律、規則、規例或監管或其他主管當局（不論是香港或其他地方）所頒佈的指引。

4. It is also the case that the Data is collected from the Client in the ordinary course of the continuation of the Client’s relationship with Orient Securities (Hong Kong) and Orient Futures (Hong Kong). For example, collection of the Data occurs during the course of the Client opening the Account, effecting transactions, generally communicating verbally or in writing with Orient Securities (Hong Kong) and Orient Futures (Hong Kong) or otherwise carrying out transaction as part of Orient Securities (Hong Kong) and Orient Futures (Hong Kong).



Kong)'s service. Orient Securities (Hong Kong) and Orient Futures (Hong Kong) will also collect the Data relating to the Client from third parties, including third parties service providers with whom the Client interacts in connection with the marketing of Orient Securities (Hong Kong) and Orient Futures (Hong Kong)'s services and the Client's application for Orient Securities (Hong Kong) and Orient Futures (Hong Kong)'s services.

在延續客戶與東方證券（香港）及東方期貨（香港）的關係的日常業務過程中亦會向客戶收集該等資料。例如：在客戶開立帳戶、進行交易、與東方證券（香港）及東方期貨（香港）進行一般口頭或書面通訊、或作為東方證券（香港）及東方期貨（香港）提供服務的一部分進行交易。東方證券（香港）及東方期貨（香港）亦會向第三方（包括客戶因東方證券（香港）及東方期貨（香港）服務的推廣及申請東方證券（香港）及東方期貨（香港）服務而接觸的第三方服務供應商）收集與客戶有關的資料。

5. The purposes for which the Data may be used will vary with the nature of the Client's relationship with Orient Securities (Hong Kong) and Orient Futures (Hong Kong). Orient Securities (Hong Kong) and Orient Futures (Hong Kong) intends to use the Data (including any of the Data in relation to third parties provided by the Client) for any or all of the following purposes:-

使用該等資料之目的將視乎客戶與東方證券（香港）及東方期貨（香港）的關係性質而異。東方證券（香港）及東方期貨（香港）擬就下列任何或全部目的而使用該等資料（包括客戶所提供的任何有關第三方的該等資料）：-

- (a) considering and assessing the Client's application for the Account and services to be provided to the Client;  
考慮及評估客戶有關東方證券（香港）及東方期貨（香港）開立帳戶及服務的申請；
- (b) the daily operation of the Account and the services to be provided to the Client;  
客戶帳戶的日常運作及所獲提供的服務；
- (c) conducting verification and credit check procedures for the Client, and assisting Orient Group or other financial institutions in conducting these procedures;  
為客戶進行核實及信貸檢查程序，及協助東方集團或其他金融機構進行此等程序；
- (d) ensuring ongoing credit worthiness of the Client;  
確保客戶維持良好的信用；
- (e) marketing investment, dealing or related services or products;  
推廣投資、交易或相關服務或產品；
- (f) executing the Client's instructions or in connection with the business or dealings of Orient Group;  
執行客戶指示，或與東方集團業務或交易有關連之目的；
- (g) establishing and maintaining Orient Securities (Hong Kong)'s or Orient Futures (Hong Kong)'s or Orient Group's risk management related standards;  
設立及維持東方證券（香港）或東方期貨（香港）或東方集團的風險管理相關準則；
- (h) ongoing Account management, including but not limited to collection of debts, enforcement of guarantees, charges or other rights and interests;  
持續的帳戶管理，包括但不限於，收取欠款、強制執行擔保、抵押或其他權利及權益；
- (i) supporting any statements made in any documents in connection with the services of Orient Securities (Hong Kong) and Orient Futures (Hong Kong);  
支援東方證券（香港）及東方期貨（香港）在與服務有關的任何文件內所作出之任何聲明；
- (j) assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the services of Orient Securities

(Hong Kong) and Orient Futures (Hong Kong);

協助其他有關第三方、專業人員、機構或相關監管機構確認東方證券（香港）及東方期貨（香港）在服務上的某些事實；

- (k) complying with any disclosure, reporting, payment, withholding of payment, filing or notification or other similar obligation pursuant to any judicial, statutory or regulatory requirement including compliance with applicable laws, regulations and guidelines of Hong Kong or any other relevant jurisdiction, which Orient Securities (Hong Kong) and Orient Futures (Hong Kong) are bound by or any failure to comply with will result in adverse consequences (for example sanctions, penalties or imprisonment) for Orient Securities (Hong Kong) and Orient Futures (Hong Kong) or its officers and staff;  
按照任何司法、法定或規管要求，遵守任何披露、呈報、支付款項、預扣款項、存檔或通知，或其他類似的責任（包括遵循適用法律、規例及指引）（不論是香港或任何其他相關司法管轄區），而東方證券（香港）及東方期貨（香港）受其約束，或如未能遵守，將導致東方證券（香港）及東方期貨（香港）或其高級人員及員工遭受到不利後果（例如制裁、處罰或監禁）；
- (l) forming part of the records of the recipient of the Data as to the business carried on by it; and  
組成該等資料接收者所經營業務的紀錄之一部份；及
- (m) any other purposes relating to or incidental to any of the above.  
任何與上述有關或附帶之其他目的。

6. Orient Securities (Hong Kong) and Orient Futures (Hong Kong) will keep the Data confidential but Orient Securities (Hong Kong) and Orient Futures (Hong Kong) may provide the Data to the following persons in furtherance of the purposes set in the above paragraph 5:-  
東方證券（香港）及東方期貨（香港）會將該等資料保密，惟為了達至上述第 5 段所述的用途時，東方證券（香港）及東方期貨（香港）可能會將該等資料提供予下列人士：-

- (a) any agent or third party service provider who provides services to Orient Securities (Hong Kong) and Orient Futures (Hong Kong) in connection with the operation of its business;  
任何代理或提供與東方證券（香港）及東方期貨（香港）業務運作服務有關的第三方服務供應商；
- (b) an appropriate person who owes a duty of confidentiality to Orient Securities (Hong Kong) and Orient Futures (Hong Kong) including any of the companies under Orient Group which has undertaken to keep such information confidential;  
任何對東方證券（香港）及東方期貨（香港）具有保密責任的適當人士，包括任何就此等資料對東方證券（香港）及東方期貨（香港）具有保密責任的東方集團成員公司；
- (c) any person or institution with which the Client has or proposes to have dealings;  
任何與客戶已有或建議有交易的人士或機構；
- (d) credit reference agencies and debt collection agencies (in the event of default payment);  
信貸諮詢機構及收數公司（發生拖欠付款時）；
- (e) any regulatory authorities or exchanges which relate to or govern any business of Orient Securities (Hong Kong) and Orient Futures (Hong Kong) and any of the companies under Orient Group, including but not limited to:  
任何與東方證券（香港）及東方期貨（香港）及任何東方集團成員公司之業務有關的監管機構或交易所，包括但不限於：
  - i. disclosure and transfer of the client's personal data (including CID and BCANs) to SEHK and/ or the SFC in accordance with the rules and requirements of SEHK and SFC in effect from time to time;  
根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及

- 轉移客戶的個人資料（包括客戶識別信息及券商客戶編碼）；
- ii. allowing SEHK to: (1) collect, store, process and use their personal data (including CID and BCANs) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; (2) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (3) use such information for conducting analysis for the purposes of market oversight;  
 允許聯交所：(1)收集、儲存、處理及使用其個人資料（包括客戶識別信息和券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(2)向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(3)為監察市場目的而使用有關資料進行分析；
  - iii. allowing the SFC to: (1) collect, store, process and use their personal data (including CID and BCANs) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (2) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements;  
 允許證監會：(1)收集、儲存、處理及使用其個人資料（包括客戶識別信息和券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(2)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料；
  - iv. despite any subsequent purported withdrawal of consent by Client, Client's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent;  
 即使客戶其後宣稱撤回同意，東方證券（香港）及東方期貨（香港）在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移客戶的個人資料以作上述用途；
  - v. Client's failure to provide personal data or consent as described above may mean that Orient Securities (Hong Kong) and Orient Futures (Hong Kong) will not, or will no longer be able to, as the case may be, carry out Client's trading instructions or provide you with related services.  
 如客戶未能提供個人資料或上述同意，可能意味著東方證券（香港）及東方期貨（香港）不會或不能夠再（視情況而定）執行閣下的交易指示或向閣下提供相關服務。
  - vi. For the purpose of this paragraph,  
 就本段而言，
    1. "CID" means "Client Identification Data" as defined by SFC from time to time;  
 「客戶識別信息」指由證監會不時定義的客戶識別信息；
    2. "BCAN" means "Broker-to-Client Assigned Number", being a unique identification code in the format prescribed by the SEHK, generated by Orient Securities (Hong Kong) in accordance with the SEHK's requirements;  
 「券商客戶編碼」指一個符合聯交所訂明的格式及由東方證券（香港）按照聯交所的規定產生的唯一識別碼；
  - (f) any assignee, transferee, delegate, successor or person to whom the Account of the Client is transferred and the authorized person of the Client; and  
 任何承讓人、受讓人、代表、繼承人或獲轉讓帳戶的人士，及客戶的獲授權人；及
  - (g) any of Orient Securities (Hong Kong) and Orient Futures (Hong Kong)'s actual or proposed assignee or participant or sub-participant or transferee in the contemplated assignments, participations and transfers.

任何東方證券（香港）及東方期貨（香港）之實在或潛在承讓人或參與人或附屬參與人或受讓人。

7. The Data may be transferred to any place outside Hong Kong, whether for the processing, holding or use of the Data outside Hong Kong, and also to service providers which offer services to any of the companies under Orient Group in connection with the operation of its business.  
該等資料可能轉到香港以外的任何地點（不論是用作在香港以外處理、持有或使用該等資料），且可能給予任何東方集團成員公司就其業務經營而提供服務的服務提供者。
8. To the extent permitted by the applicable laws, rules and regulations, the Data collected by Orient Securities (Hong Kong) and Orient Futures (Hong Kong) from time to time may be used and disclosed in accordance with this Circular.  
於適用法律、規則及規例容許的範圍內，不時由東方證券（香港）及東方期貨（香港）收集的該等資料可根據本通知的規定使用及披露。
9. In accordance with the provisions of the Ordinance, any individual has the right to:-  
根據該條例的條文，任何個人有權：-
  - (a) check whether Orient Securities (Hong Kong) and Orient Futures (Hong Kong) holds the Data, and access to any of the Data;  
查核東方證券（香港）及東方期貨（香港）是否持有該等資料，以及查閱該等資料；
  - (b) require Orient Securities (Hong Kong) and Orient Futures (Hong Kong) to correct any of the Data relating to the Client which is inaccurate;  
要求東方證券（香港）及東方期貨（香港）更正任何有關客戶而不準確的該等資料；
  - (c) ascertain Orient Securities (Hong Kong) and Orient Futures (Hong Kong)'s policies and practices in relation to the Data and to be informed of the kinds of the Data held by Orient Securities (Hong Kong) and Orient Futures (Hong Kong); and  
確定東方證券（香港）及東方期貨（香港）對該等資料的政策及慣例，並獲通知東方證券（香港）及東方期貨（香港）所持有該等資料的種類；及
  - (d) object to the use of the Data for direct marketing purposes and Orient Securities (Hong Kong) and Orient Futures (Hong Kong) shall not use the Data for direct marketing purposes after the Client communicates the Client's objection to Orient Securities (Hong Kong) and Orient Futures (Hong Kong).  
反對將該等資料用於直接促銷用途，經客戶向東方證券（香港）及東方期貨（香港）提出反對後，東方證券（香港）及東方期貨（香港）不得將該等資料用於直接促銷用途。
10. In accordance with the provisions of the Ordinance, Orient Securities (Hong Kong) and Orient Futures (Hong Kong) has the right to charge a reasonable fee for the process of any data request.  
根據該條例的條文，東方證券（香港）及東方期貨（香港）有權就處理任何查閱該等資料的要求收取合理費用。
11. For access to the Data held by Orient Group, correction of the Data, objection to use of the Data for direct marketing purposes or for information regarding policies and practices and kinds of the Data held, please contact:  
如欲查閱東方集團所持有的該等資料、更正該等資料、反對將該等資料用作直接促銷用途，或索取有關各項政策及慣例及所持該等資料種類的資訊，請聯絡：

The Data Protection Officer (Legal and Compliance Department)

Orient Securities (Hong Kong) Limited  
Orient Futures (Hong Kong) Limited  
28th and 29th Floor, 100 Queen's Road Central, Hong Kong  
Telephone: 3519-1188 Fax: 2259-9188  
資料保障主任(法律及合規部)  
東方證券(香港)有限公司  
東方期貨(香港)有限公司  
香港中環皇后大道中 100 號 28 樓及 29 樓  
電話：3519-1188 傳真：2259-9188

In order to deal with any such request, Orient Securities (Hong Kong) and Orient Futures (Hong Kong) may require evidence from the Client that the Client is the individual in respect of whom the request is made or a person permitted under the Ordinance to make the request on that individual's behalf.

為處理任何有關要求，東方證券（香港）及東方期貨（香港）可能會要求客戶證明其為所提出要求的有關人士，或為根據該條例獲准代表該名人士提出要求的人士。

## SCHEDULE 3 - DISCLOSURE ON BEST EXECUTION

### 附錄 3 - 以最佳條件執行交易披露

#### 1. Application of Best Execution 以最佳條件執行交易的適用範圍

Best execution is the requirement to take all sufficient steps to obtain the best possible result when either executing transactions on Client's behalf or using other affiliates or brokers to execute transactions on Client's behalf, taking into account the following execution factors: price; costs; speed; likelihood of execution and settlement; size; and nature of the transaction or any other consideration relevant to the execution.

以最佳條件執行交易這項規定，是指在代表客戶執行交易指示或雇用其他聯屬公司或經紀人代表客戶進行交易時，應採取所有充分的步驟以獲得最佳結果，執行時列入考慮的條件如下：價格、成本、執行速度、執行與交收的可能性、數量、交易性質，或任何其他相關考慮因素。

##### 1.1 Agency or Riskless Principal Trading 經紀或無風險主事人交易

Subject to Section 1.4 below, the obligation to provide best execution will always arise in circumstances where Orient Securities (Hong Kong) or Orient Futures (Hong Kong) is acting in an agency (i.e., entering into a trade for Client and on Client's behalf) or riskless principal (i.e., entering into a trade in the market as principal but on the basis that Orient Securities (Hong Kong) or Orient Futures (Hong Kong) has an equivalent transaction with Client) capacity or have a contractual obligation to do so.

根據以下第 1.4 節，東方證券（香港）或東方期貨（香港）作為經紀商（即為客戶代理交易）或無風險主事人（即在東方證券（香港）或東方期貨（香港）與客戶有同等交易的基礎上以主事人身份在市場上進行交易）或在合約訂明責任之下有義務以最佳條件執行交易指示。

##### 1.2 Principal Trading 主事人交易

The best execution obligation is also applicable when Orient Securities (Hong Kong) or Orient Futures (Hong Kong) is acting in a principal capacity and the Client is placing a legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong) to protect his/her/its interest in relation to the execution of a transaction. When Orient Securities (Hong Kong) or Orient Futures (Hong Kong) negotiates transactions or receives orders from the Client on a principal basis, to determine whether the Client is placing legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong), Orient Securities (Hong Kong) or Orient Futures (Hong Kong) will assess the following:

以最佳條件執行交易的義務亦適用於東方證券（香港）或東方期貨（香港）作為主事人而客戶合法依賴東方證券（香港）或東方期貨（香港）保障他／她／所屬團體在執行交易指示上的利益之時。以主事人身份協商交易或接收客戶的訂單時，東方證券（香港）或東方期貨（香港）將評估以下內容，確定客戶有否作出合法依賴：

- which party initiated the transaction – where the Client initiate the transaction, it is less likely that he/she/it is placing legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong). In circumstances where Orient Securities (Hong Kong) or Orient Futures (Hong Kong) may communicate trade ideas, market communications or indicative prices as part of general business Orient Securities (Hong Kong) or Orient Futures (Hong Kong) does not believe that this will be deemed to have initiated the transaction;  
發起交易的一方——當交易指示由客戶發起時，他／她／所屬團體比較不可能被視為有合法依賴東方證券（香港）或東方期貨（香港）。在東方證券（香港）或東方期貨（香港）可能進行部分如傳達交易信息、營銷傳播或指示價格等一般業務的情況下，東方證券（香港）或東方期貨（香港）將不會被視為發起交易的一方；
- the market practice and the existence of a convention for the Client to “shop around” - where market practice for a particular asset class or product suggests that the Client will have ready access to various providers who may provide quotes and he/she/it has the ability to shop

around, it is less likely that the Client will be placing legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong). In general, this is how Orient Securities (Hong Kong) or Orient Futures (Hong Kong) considers the majority of transactions with sophisticated, professional clients would be executed;

市場慣例與客戶「比較價格」的慣性——特定資產類別或產品的市場慣例讓客戶可隨時向多個服務供應商取得報價，他／她／所屬團體有能力比較價格，在此情況下客戶比較不可能被視為有合法依賴東方證券（香港）或東方期貨（香港）。一般而言，此乃東方證券（香港）或東方期貨（香港）考慮如何執行大多數資深和專業客戶之交易指示的方式；

- the relative levels of transparency within a market –where pricing information is transparent and it is reasonable that have access to such information, it is less likely that the Client will be placing legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong); and

市場內的相對透明度——當定價信息透明而客戶可合理地取得相關信息，客戶比較不可能被視為有合法依賴東方證券（香港）或東方期貨（香港）；及

- the information provided by the Client and any agreement reached – where any agreements or arrangements with the Client (including the provisions within this document) do not indicate or suggest that an understanding has been reached that the Client will place any legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong), or Orient Securities (Hong Kong) or Orient Futures (Hong Kong) has agreed to provide best execution.

客戶所提供的訊息及已達成的任何協議——在與客戶達成的任何協議或安排中（包括本附錄中所提及的規定）未有指出或表明客戶已悉知其將合法依賴東方證券（香港）或東方期貨（香港），或東方證券（香港）或東方期貨（香港）已同意提供以最佳條件執行交易指示安排。

### 1.3 Examples 例子

Circumstances where the Client may be considered to be placing a legitimate reliance on Orient Securities (Hong Kong) or Orient Futures (Hong Kong) may include, but are not limited to:

客戶可能被視為有合法依賴東方證券（香港）或東方期貨（香港）的情況或包括但不限於：

- where Orient Securities (Hong Kong) or Orient Futures (Hong Kong) attempts to find the opposite side of the Client's trade on a riskless principal or agency basis and therefore elects not to execute on a risk basis;  
東方證券（香港）或東方期貨（香港）試圖在無風險主事人或經紀的基準上尋找客戶訂單的對手方，以風險為基礎因而選擇不執行交易指示；
- trades where Orient Securities (Hong Kong) or Orient Futures (Hong Kong) is given discretion on how and when to execute the Client's order either on an agency, riskless principal or principal basis. E.g. resting orders executed as principal;  
交易中東方證券（香港）或東方期貨（香港）在經紀商、無風險主事人或主事人任何一個基準上獲酌情決定如何及何時執行客戶訂單，例如作為主事人執行限價訂單；
- where the Client is seeking to exit a complex structured trade where it would be reasonable to consider that he/she/it is unable to shop around; and  
客戶要求退出複雜的結構性投資產品的交易指示時，可合理判斷他／她／所屬團體無法「比較價格」；及
- other circumstances where the Client may be considered a captive client e.g. there is a lack of client choice over where to execute a trade due to the complexity or nature of the transaction and the Client would therefore be unable to seek alternative quotes.  
客戶可能被視為專屬客戶的其他情況，例如：因交易內容的複雜性或性質而導致客戶無法選擇在何處執行交易指示，此時客戶將無法請求其他報價。

### 1.4 Where Best Execution will not apply 以最佳條件執行交易義務獲豁免範圍

Notwithstanding any other provision in this Schedule, the obligation to provide best execution will not generally apply where the Client (the examples below are not exhaustive):

儘管本附錄中載有任何其他規定，以最佳條件執行交易的義務普遍不適用於當客戶（以下示例並非詳盡無遺）：

- is seeking a quote in competition and have the ability to shop around for alternative prices (also see "Request for Quote Basis" below);  
在請求具競爭力的報價的同時有能力取得多個報價並進行價格比較（另見下文「報價請求基準」）；
- specifies the price/quote and the trade is executed on risk; or  
指定價格／報價並提出高風險交易指示；或
- applies other conditions which may be considered as “specific instructions” (also see "Client Specific Instructions" below).  
行使其他可能被視為「特定指示」的情況（另請參閱下文「客戶特定指示」）。

## 2. **Client Specific Instructions 客戶特定指示**

Where the Client provides Orient Securities (Hong Kong) or Orient Futures (Hong Kong) with a specific instruction in relation to an order, Orient Securities (Hong Kong) or Orient Futures (Hong Kong) will follow that instruction so far as is reasonably possible when executing the trade. By following Client's specific instruction, Orient Securities (Hong Kong) or Orient Futures (Hong Kong) will have satisfied the obligation to provide the Client with best execution in relation to that transaction. Examples of such instructions may include but are not limited to requests to execute on a particular venue or to execute an order over a particular timeframe. In circumstances where the Client gives Orient Securities (Hong Kong) or Orient Futures (Hong Kong) a specific instruction which applies only to one part or one aspect of an order, Orient Securities (Hong Kong) or Orient Futures (Hong Kong) will follow that instruction so far as is reasonably possible when executing the trade. By following Client's specific instruction, Orient Securities (Hong Kong) or Orient Futures (Hong Kong) will have satisfied the obligation to provide him/her/it with best execution in relation to the relevant part of the transaction to which the specific instruction applied. The remaining portion of that order not covered by such instructions may still be applicable for best execution in accordance with the criteria laid out in this document.

當客戶向東方證券（香港）或東方期貨（香港）作出有關訂單的特定指示時，東方證券（香港）或東方期貨（香港）將在合理可能的範圍內遵循該指示進行交易。通過執行由客戶發出的特定指示，東方證券（香港）或東方期貨（香港）將被視為已就該交易訂單向客戶履行以最佳條件執行交易義務。此類指示的例子或包括但不限於在特定交易所或特定時間內執行訂單的請求。在客戶向東方證券（香港）或東方期貨（香港）發出僅適用於訂單某部分或某方面的特定指示情況下，東方證券（香港）或東方期貨（香港）將遵循該指示盡可能合理地執行訂單。通過執行由客戶發出的特定指示，東方證券（香港）或東方期貨（香港）將被視為已履行義務，為他／她／所屬團體就該特定指示相關的交易部分提供最佳執行。至於特定指示未涵蓋的其餘部分，仍有可能獲根據本附錄中所述之規定進行最佳執行。

The Client acknowledges that a specific instruction from him/her/it may prevent Orient Securities (Hong Kong) or Orient Futures (Hong Kong) from taking the steps that it has designed and implemented in this document to obtain the best possible result for the execution of those orders in respect of the portion of the trade covered by his/her/its specific instruction.

客戶悉知他／她／所屬團體所作出的特定指示或會妨礙東方證券（香港）或東方期貨（香港）採取在本附錄中所述的相關步驟，為其特定指示所涵蓋的交易部分獲得最佳執行結果。

## 3. **Request for Quote Basis 報價請求基準**

Unless specifically agreed with the Client otherwise in advance, Orient Securities (Hong Kong) or Orient Futures (Hong Kong) arranges transactions for Client (an “**RFQ Client**”) solely on a



request-for-quote (“**RFQ**”) basis with our affiliate(s) trading on a proprietary basis (“**Proprietary Trading Affiliate**”). RFQ Clients may contact Orient Securities (Hong Kong) or Orient Futures (Hong Kong) for quotes at which Orient Securities (Hong Kong) or Orient Futures (Hong Kong) (on behalf of a Proprietary Trading Affiliate) would be willing to trade (at the proprietary risk of that affiliate). If the RFQ Client elects to trade at the quoted price, Orient Securities (Hong Kong) or Orient Futures (Hong Kong) will arrange for a transaction between the RFQ Client and the Proprietary Trading Affiliate.

除非事先與客戶另有明確約定，否則東方證券（香港）或東方期貨（香港）僅根據報價請求（「**RFQ**」）透過我們的聯屬公司以自營交易方式（「**自營交易聯屬公司**」）為客戶（「**RFQ 客戶**」）作交易安排。RFQ 客戶可聯繫東方證券（香港）或東方期貨（香港）索取東方證券（香港）或東方期貨（香港）（代表自營交易關聯公司）願意交易的報價（承擔該公司的自營風險）。如 RFQ 客戶選擇以報價所提供的價格進行交易，東方證券（香港）或東方期貨（香港）將作出 RFQ 客戶與自營交易聯屬公司之間的交易安排。

Orient Securities (Hong Kong) or Orient Futures (Hong Kong) does not provide RFQ Clients with any service other than responding to RFQs and arranging transactions if the RFQ Client elects to transact on the basis of an RFQ. Accordingly, neither Orient Securities (Hong Kong) or Orient Futures (Hong Kong) nor any its affiliate will act as an RFQ Client's agent to arrange executions in the marketplace with any liquidity providers other than the Proprietary Trading Affiliate(s). RFQ Clients should make their own determinations about whether to trade at Orient Securities (Hong Kong) or Orient Futures (Hong Kong)'s quoted price.

如 RFQ 客戶選擇根據報價進行交易，東方證券（香港）或東方期貨（香港）不會向 RFQ 客戶提供除報價及交易安排以外的任何服務。因此，東方證券（香港）或東方期貨（香港）或其任何聯屬公司均不會作為 RFQ 客戶的經紀商，在市場上與自營交易聯屬公司以外的任何流通量提供者進行交易安排。RFQ 客戶應自行決定是否以東方證券（香港）或東方期貨（香港）的報價進行交易。

When RFQ Clients elect to trade at a committed price relative to an applicable reference (such as VWAP, NAV or an opening or closing price), the transaction will be entered into on behalf of a Proprietary Trading Affiliate at the Proprietary Trading Affiliate's risk. Neither Orient Securities (Hong Kong) or Orient Futures (Hong Kong) nor any its affiliate will act as the RFQ Client's agent to effect executions of such trades in the marketplace and when Orient Securities (Hong Kong) or Orient Futures (Hong Kong) arranges such trade, an affiliate of Orient Securities (Hong Kong) or Orient Futures (Hong Kong) is likely to trade the subject security and/or related instruments for hedging and other reasons. This trading is likely to have an adverse impact on the subject reference price.

當 RFQ 客戶選擇以相對適用作參考的承諾價格（例如成交量加權平均價、資產淨值或開盤價或收盤價）進行交易時，其交易將代自營交易聯屬公司執行，風險由自營交易聯屬公司承擔。東方證券（香港）或東方期貨（香港）或其任何聯屬公司均不會作為 RFQ 客戶的經紀商在市場上進行交易，而當東方證券（香港）或東方期貨（香港）安排此類交易時，東方證券（香港）或東方期貨（香港）的聯屬公司或會基於對沖和其他原因從而交易主標的證券和／或相關工具，此舉對主標的參考價格或會產生不利影響。

The Proprietary Trading Affiliate's principal traders and trading systems (“**principal traders**”) are responsible for determining whether, and on what terms, Proprietary Trading Affiliates will commit principal liquidity. When considering whether a Proprietary Trading Affiliate will provide liquidity to an RFQ Client, principal traders will take into account any and all information regarding the RFQ Client's order and trading behaviour, including the RFQ Client's identity (“counterparty information”). Principal traders will retain and use counterparty information in the course of any market making, trading and risk management activities conducted by affiliates of Orient Securities (Hong Kong) or Orient Futures (Hong Kong) (subject to applicable law, regulation and the policies described in this Schedule).

自營交易聯屬公司的自營交易員和交易系統（「**自營買賣商**」）負責決定自營交易聯屬公司是否及依據甚麼條款提供自營流通量。在考慮自營交易聯屬公司是否會向 RFQ 客戶提供流通量時，自營買賣商將考慮任何和有關 RFQ 客戶訂單和交易行為的所有訊息，包括 RFQ 客戶的身份（「對手方訊息」）。自營買賣商將會在東方證券（香港）或東方期貨（香港）的聯屬公司進行任何作價買賣、交易和風險管理活動的過程中，保留和使用對手方訊息（依照適用的法律、法規和本附錄中所述之規定）。