



條款及條件

Terms and Conditions

Important: The terms and conditions herein which set out the respective rights and obligations of the client and Innovax Securities Limited ("ISL") in relation to the securities trading account are legally binding on both the client and ISL.

重要提示：對於證券交易帳戶而言，本文件所載條款列明客戶與創陞證券有限公司「創陞證券」之間各自的權利及責任。這些條款對客戶與創陞證券均具法律約束力。

Please read them carefully before you agree to be bound by them.

閣下同意受其約束前請仔細閱讀。

1. Definitions

定義

In these Terms :

於此等條款中：

"Account Opening Form" means the Account Opening Form including the notes and the statement thereto or, as the context requires, any amendments made thereto from time to time to be completed and signed by the Client, and, where the Account Opening Form is to be accompanied by a statement of personal information of a shareholder or other person, includes all such statements and any relevant statement of personal information;

「開戶表格」指開戶表格（包括表格的附註及聲明），或（如文義規定）不時根據該表格作出並由客戶填妥及簽署的任何修訂，以及倘開戶表格須隨附股東或其他人士的個人資料聲明，則包括一切該等聲明及任何有關的個人資料聲明；

"Associate" means in relation to ISL, a body corporate which is either its subsidiary or affiliated company including appointed executing brokers, dealers, and/or institutions by ISL in Hong Kong or elsewhere

「聯營公司」指與創陞證券有關連的子公司或有關連的法人團體包括創陞證券委派的執行經紀、交易商及/或金融機構（不論在香港或其他地方）

"Business Day" means a day (other than a Saturday) on which banks are open for business in Hong Kong;

「營業日」指香港銀行開放營業的日子（星期六除外）；

"CCASS" means the Central Clearing and Settlement System operated by HKSCC;

「中央結算系統」指由香港結算營運的中央結算及交收系統；

"Charged Securities" means all Securities, receivables or monies in the Securities Account from time to time and all other monies and Securities of the Client which are now or shall in the future come into the possession, custody or control of ISL or, where appropriate, into the possession, custody or control of any associate or subsidiary or associated company of ISL, from time to time and for any purpose whatsoever, and shall include any additional or substituted Securities, and all dividends or interest paid or payable, rights, interests, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise on or in respect of such Securities or additional or substituted Securities;

「已抵押證券」指一切證券、應收帳項或不時於證券帳戶的款項，以及客戶現在或將來由創陞證券管有、保管或控制或（倘適用）由創陞證券的任何代名人或附屬公司或聯營公司不時管有、保管或控制及作任何用途的一切其他款項及證券，並包括任何附加及替代證券，以及該等證券或附加或替代證券或與其有關並透過贖回、紅利、優先、選擇或其他形式於任何時間累計或提供的一切已付或應付股息、利息、權利、權益、款項或財產；

"Clearing System" means (i) CCASS and its appointed depository and (ii) any other clearing system from time to time used in connection with Transactions in Securities and any depository for any such clearing system;

「結算系統」指(i)中央結算系統及其獲委任存管處及(ii)不時用於證券交易的任何其他結算系統及任何該等結算系統的任何存管處；

"Client" means the person or persons who have signed the Account Opening Form and where the Securities Account is opened by more than one person means all of such persons collectively and any personal representative or successor in title thereof and any permitted assign thereof;

「客戶」指簽署開戶表格的人士；倘證券帳戶是由超過一名人士開設，客戶則指所有該等人士的統稱及證券帳戶的任何遺產代理人或所有權繼承人及證券帳戶的任何認可受讓人；

"dissolution" of a person also includes the winding-up, liquidation or bankruptcy of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled, or resident or carries on business or has assets and "dissolved" shall be construed accordingly;

「解散」一名人士的解散包括該名人士的清盤、清算或破產，以及根據該名人士註冊成立、原籍或居住或從事業務或擁有資產的任何司法管轄區法例下的任何相同或相似的“程序”；

"encumbrance" means any mortgage, charge, pledge, lien, assignment by way of security, financial lease, deferred purchase, sale-and-repurchase or sale-and leaseback arrangement, hypothecation, retention of title by a vendor or other security interest given or arising in respect of any assets, and any arrangement the effect of which is to prefer any creditor or any agreement for any of the same;

「產權負擔」指透過任何資產提供或產生的擔保、融資租賃、遞延購買、買賣及回購或售後租回安排、押貨預支、賣方保留所有權或其他證券權益而作出的任何按揭、押記、抵押、留置權、轉讓，及為任何債權人提供優先權的任何安排或就上述任何一項訂立的任何協議；

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

「交易所」指香港聯合交易所有限公司；

"HKSCC" means the Hong Kong Securities Clearing Company Limited including, where the context so requires, its agents, associates, representatives, officers and employees;

「香港結算」指香港中央結算有限公司，包括（如文義規定）其代理人、代名人、代表、高級人員及僱員；

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

「香港」指中華人民共和國香港特別行政區；

"Hong Kong Regulators" means the Exchange, the Securities and Futures Commission and/or any other regulator in Hong Kong having jurisdiction over Transactions in Securities;

「香港監管機構」指交易所、證券及期貨事務監察委員會及/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；

"Liabilities" means all monies, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Client to ISL, its associate, subsidiary or other associated company in connection with the Securities Account and these Terms (including, for the avoidance of doubt, the Schedules, where applicable) or for which the Client may otherwise be or become liable to ISL on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by ISL, its associate, subsidiary or other associated company in connection with the recovery or attempted recovery of such monies, liabilities and obligations;

「債務」指客戶對創陞證券、其代名人、附屬公司或其他聯營公司就證券帳戶及此等條款（為免生疑問）包括附表（如適用）實際或或然、現在或將來應付、欠負或涉及的一切款項、債務及責任，或客戶可能於任何帳戶或以任何方式或任何貨幣（不論單獨或與任何其他人士共同，及以任何名稱、形式或商號）可能或須以其他方式向創陞證券負上的責任，連同由要求當日起至付款當日的利息，創陞證券、其代名人、附屬公司或其他聯營公司就收回或企圖收回該等款項、債務及責任而涉及的法律費用及其他一切費用、收費及開支；

"Market" means any stock or other exchange (including the Exchange), responsible association of dealers or corporation, whether within or outside Hong Kong, so dealing in securities as to provide a market for securities; "Rules" means (i) the General Rules, Operational Procedures and other applicable rules, procedures and regulations of CCASS and (ii) the applicable rules, procedures and regulations of any other Clearing System, from time to time in force;

「市場」指任何股票或其他交易所（包括交易所），交易商或法團的負責組織（不論位於香港或香港以外），從事買賣證券以提供一個證券市場；

「規則」指不時生效的(i)一般規則、運作程序及中央結算系統其他適用規則、程序及規例及(ii)任何其他結算系統的適用規則、程序及規例；

"Securities" means any shares, stocks, debentures, loan stocks, bonds, notes, unit trusts, certificates of deposit or other commercial paper or securities of or issued by any body, whether incorporated or unincorporated, or any government authority for the time being traded in a Market and acceptable to ISL and may include, in the absolute discretion of ISL, (a) rights, options or interests (whether described as units or otherwise) in or in respect of any of the foregoing; (b) certificates of interest or participation in, or temporary or interim certificates for, receipts for or warrants to subscribe to or purchase, any of the foregoing; or (c) any instruments commonly known as securities;

「證券」指現時於市場交易及為創陞證券所接納的任何股份、股票、債權證、借貸股票、債券、票據、單位信託、存款證或任何團體（不論是否註冊成立或非註冊成立）或任何政府機構的或發行的其他商業票據或證券，亦可（按創陞證券的絕對酌情權）包括(a)上述任何項目或與其有關的權利、選擇權或權益；(b)上述任何項目的權益或參與證明書或臨時或中期證明書或認購或購買上述任何項目的票據或認股權證；或(c)一般稱為證券的任何票據；

"Securities Account" means the account opened and maintained in the name of the Client with ISL subject to these Terms;

「證券帳戶」指以客戶的名義根據此等條款於創陞證券開設及保留的帳戶；

"these Terms" means these terms as from time to time amended or supplemented pursuant to Clause 13 including where applicable, the Schedules, the Account Opening Form and, where applicable, notice of authorized account signatories;

「此等條款」指此條款及條件及根據第16條不時修改或補充的條款，並包括（如適用）附表、開戶表格及獲授權帳戶簽署人通知（如適用）；

"Transactions in Securities" means any agreement to purchase, invest in, subscribe for, sell, exchange or otherwise dispose of any Securities and generally dealing in any and all kinds of Securities including holding Securities in the name of ISL or ISL's associate; and

「證券交易」指任何購買、投資、認購、沽售、交換或以任何其他方式出售任何證券的任何協議，以及任何及各類證券的一般買賣，包括以創陞證券或創陞證券聯營公司的名義持有證券；及

"U.S. person" includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organization organized or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to U.S. federal income taxation regardless of its source; any account (other than any estate or trust) held by a dealer or fiduciary for the benefit of a U.S. person and any partnership or corporation organized and incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933. "U.S. person" shall not include any branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in the banking or insurance business and not formed primarily for the purpose of investing in securities not registered under the United States Securities Act of 1933. For the purposes of this definition, the "United States" includes the United States of America, its states, territories and possessions and the District of Columbia.

「美國人士」包括屬美國公民或居民的任何自然人；根據美國或其任何政治分部法例組成或註冊成立的法團、合夥商號或其他商業組織；由一位為美國人士的遺囑執行人或受託人管理的任何遺產或信託，或該遺產或信託的收入須繳納美國聯邦入息稅（不論其來源）；任何由交易商或受託人為美國人士及任何根據任何海外司法管轄區法例組成或註冊成立並由美國人士組成的合夥商號或法團（主要從事投資非根據一九九三年美國證券法註冊的證券）的利益而持有的任何帳戶（任何遺產或信託除外）。「美國人士」不包括以有效商業原因而於美國以外經營作為從事銀行或保險業務的當地受規管分行或代理，並非為投資於非根據一九九三年美國證券法註冊的證券而設的美國銀行或保險公司的任何分行或代理。就本定義而言，「美國」包括美利堅合眾國、其州、領土及屬地及哥倫比亞地區。

2. Appointment and Scope of Agency

代理人的委任及職責範圍

- 2.1 The Client appoints ISL and ISL agrees to act as the Client's agent to effect Transactions in Securities on its behalf unless ISL indicates (in the contract note for the relevant Transaction in Securities or otherwise) that ISL is acting as principal. Nothing herein contained shall constitute ISL as trustee for the Client or a partnership between ISL and the Client.
客戶委任創陞證券而創陞證券同意擔任客戶的代理人，以代其執行證券交易，惟創陞證券（於有關證券交易的成交單據中或另行）指明創陞證券擔任主事人除外。本文件概無任何內容構成創陞證券成為客戶受託人或構成創陞證券與客戶之間的合夥關係。
- 2.2 Notwithstanding that ISL is acting as the Client's agent in effecting any Transaction in Securities, ISL may, in its absolute discretion, decline to accept instructions for any Transaction in Securities without giving any reason thereof. ISL shall not be liable to the Client for any loss whatsoever arising out of or in connection with its not accepting or acting on such instructions or omitting to give notice of the non-acceptance of any instructions.
即使創陞證券作為客戶的代理人執行任何證券交易，創陞證券亦可按其絕對酌情權拒絕接納任何證券交易的指示，而毋須給予任何理由。創陞證券毋須就客戶因或有關創陞證券不接納或不執行該等指示或不作出接納任何指示的通知而產生的任何損失負責。
- 2.3 Where the Client is approved by ISL to engage in margin trading, the Client will be subject to the further terms and conditions set out in the First Schedule as the case may be. However, nothing herein requires ISL to provide such other facilities. Where pursuant to these additional facilities, Liabilities arise, then, in addition to any rights which ISL may have, the Securities held hereunder shall be subject to the charge herein as security or collateral thereof (without the need for any other documentation signed by the Client) and the same applies to all Liabilities howsoever arising.
倘客戶獲創陞證券批准參與保證金交易，客戶將受附表一所載的其他條款及條件限制（視乎情況而定）。然而，本文件的內容概無規定創陞證券提供該等其他貸款。倘根據此等額外貸款導致產生債務，則除創陞證券可能擁有的任何權利外，根據本文件持有的證券便須遵守本文件的抵押，作為該等債務的擔保或抵押品（毋須客戶簽署任何其他文件），並適用於因任何原因產生的一切債務。
- 2.4 Where the Client applies for the use of the Internet trading and services facilities as provided by ISL, the Client accepts to be bound by the further terms and conditions set out in the Third Schedule as the case may be. However, nothing herein requires ISL to provide such other facilities.
倘客戶申請使用創陞證券提供的網上交易及其他服務，客戶同意接受附表三所載的其他條款及條件所規限。然而，本文件的內容概無規定創陞證券提供該等其他服務。

3. Instructions and Services

指示及服務

- 3.1 ISL is hereby authorized to buy and sell securities for the Client's account and otherwise deal with securities, receivables or monies held in or for the Securities Account in accordance with and in reliance on the Instructions, but ISL shall be entitled at its sole and absolute discretion to refuse to accept any Instruction and shall not be obliged to give reasons for such refusal and shall not be liable to the Client for any Loss arising out of or in connection with its not accepting or acting on any Instruction or omitting to notify the Client of such refusal. Without prejudice to the generality of the foregoing, ISL may refuse to act if any Instructions are unclear or if ISL receives conflicting Instructions, or if ISL believes, in good faith, that Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of any law or regulation applicable to the Client, the Authorised Person and/or ISL.
創陞證券謹此獲授權按照並依據指示為客戶買賣證券及以其他方式處理證券戶口內或為證券戶口持有的證券、應收款項或金錢，但創陞證券擁有全權及絕對酌情權拒絕接受任何指示而毋須給予任何理由，亦毋須因其不接受或履行此等指示或未有通知客戶此等不接受指示之原因而所引起或與其有關的損失而負責。在不損前述一般性的前提下，若任何指示不清晰、或若創陞證券收到矛盾的指示、或若創陞證券真誠地相信指示涉及欺詐、偽造或未經授權或若執行任何該指示會違反對客戶、被授權人及/或創陞證券適用的法律或規例，創陞證券可拒絕執行。
- 3.2 Where the Client and/or the Authorised Person consists of more than one person, Instructions from any one of such persons may be accepted and acted on by ISL.
如客戶及/或被授權人由多於一人組成，創陞證券可接納及執行其任其中一人下達的指示。
- 3.3 Notwithstanding the terms of the mandate or other agreement between the Client and ISL governing the operation of the Securities Account, ISL is authorized, but is not obliged, to accept and act upon Instructions given through telephone or electronic or other means in connection with any securities transaction or for transfer of funds to or from the Securities Account, for any purpose in connection with the Agreement. Any Instructions given by the Client in connection with the Securities Account or the Agreement shall be deemed to be proper, valid and binding from the Client if given by any ONE person quoting or inputting the account number of the Securities Account and such information as may be required by ISL.
儘管客戶與創陞證券就規管證券戶口之操作簽訂之開戶書或其他協議之條款另有所指，創陞證券獲授權（但並無義務）接納及履行任何透過電話、電子或其他媒介給予的就本協議有關任何證券交易或證券戶口之款項轉移的指示。任何有關證券戶口或協議的指示，若由任何一位能報上或鍵入證券戶口之帳戶號碼及其他創陞證券要求的資料之人士所發出，該指示將被視為是由客戶發出的適當、有效及對客戶有約束力之指示。
- 3.4 ISL may treat all Instructions given as fully authorised and binding on the Client regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, error in transmission, fraud, forgery or lack of authority in the terms of such Instructions except in the case of gross negligence, wilful

misconduct or fraud on the part of ISL as finally and judicially determined by a competent court in Hong Kong. The Client agrees that it is under an express duty to ISL to prevent any fraudulent, forged, erroneous or unauthorized Instructions being given. ISL shall be under no duty to inquire into the authenticity of any Instructions or the identity, authority or good faith of the person giving or purporting to give any Instructions.

創陞證券可視所有給予的指示為完全授權及對客戶具約束力，不論給予指示當時之情況或該等指示之性質或數額，及該等指示有任何錯誤、誤會、缺乏清晰、傳達錯誤、欺詐、偽造或未被授權（惟由香港具管轄權法院經最終及司法程序確定創陞證券之嚴重疏忽、欺詐或蓄意過失則屬例外）。客戶同意對創陞證券有明確責任，以防止其收到任何欺詐、偽造、錯誤或未被授權的指示。創陞證券沒有責任查詢指示之真實性或證實發出或聲稱發出指示人士之身份、權力或真誠。

- 3.5 The Client hereby unconditionally and irrevocably agree to fully indemnify ISL and its Affiliates and their respective directors, shareholders, officers, employees, representatives or agents (collectively "Relevant Persons"), and guarantee that ISL, its Affiliates and Relevant Persons will not suffer from any loss or damage (either directly or indirectly) due to agree and/or execute instruction is made based on the terms and conditions stated herein.

客戶茲無條件地及不可撤回地同意全數彌償創陞證券及其聯屬人和他們各自的董事、股東、高級人員、僱員、代表或代理（合稱「相關人士」），並確保創陞證券及其聯屬人和相關人士不會（不論是直接或間接）由於按照本條款的規定同意執行及/或執行指示而受損害或蒙受損失。

- 3.6 ISL will act as the execution agent of the Client and does not warrant to the Client or its clients the value or merit of any securities transactions entered into by the Client.

創陞證券為客戶的執行代理人，而不會對客戶或其當事人的任何證券交易的價值或特點作任何保證。

- 3.7 ISL may effect the Client's securities transactions in such manner and through any Affiliate, participants of any exchange or clearing house, or brokers in the relevant markets as ISL may absolutely decide. ISL will usually act as the Client's execution agent, and if ISL acts as principal to the transactions, this will be disclosed to the Client in the relevant contract note. ISL will not be accountable to the Client for any commissions remuneration profit or other benefit resulting therefrom. When ISL acts as the Client's execution agent and contracts with another broker(s) to provide services to the Client in respect of any transactions, the Client acknowledges that in such cases, ISL shall be treated as having entered into such transactions on the Client's behalf and the Agreement shall be construed accordingly. If ISL introduces the Client to another entity, whether one of ISL's Affiliates or not, whether overseas, and the Client enters into a direct contractual relationship with such entity separate from the Agreement, the Client acknowledges that ISL will not be liable to it for any act or omission of such entity of any kind or nature whatsoever (including those resulting from the fraud, negligence or wilful default on the part of such entity).

創陞證券可根據其絕對酌情權決定透過任何聯屬人、任何交易所或結算所的參與者或有關市場的經紀並以何種形式執行客戶的證券交易。創陞證券慣常為客戶的執行代理人，若創陞證券本身作為客戶的交易對手，則將會在有關的成交單據中向客戶作出披露。創陞證券將無須就源自有關的交易中所獲取的任何佣金、報酬、利潤或其他利益向客戶作出任何交代。當創陞證券作為客戶的執行代理人，並與另一經紀訂約，就任何交易向該客戶提供服務時，客戶確認，在此情況下，創陞證券應被視為已經代客戶訂立該等交易，該協議也應作相應解釋。倘若創陞證券介紹客戶給另一實體（不論是創陞證券的其中一位聯屬人，也不論是否在外地），而客戶與該實體訂立了獨立於該協議的直接合同關係時，客戶確認，創陞證券無須就該實體任何種類或性質的任何行為或遺漏（包括因為該實體一方的欺詐、疏忽或故意違約而導致的）對其負責。

- 3.8 The Client undertakes that he will not give any Instruction which involves the sale of securities which he does not own, unless the Client proves to the satisfaction of ISL that such Instruction for sale is a Short Selling Order. The Client further undertakes to inform ISL expressly that a sale is a short sale at the time of giving the Instructions to effect that sale, and to provide to ISL with documentary assurance that such order is covered within such time, in such form and with such information as ISL may require. The Client further acknowledges that each market has its own regulatory requirements on short selling, and undertakes that the relevant requirements in each market will be complied with.

除非該客戶向創陞證券提供令創陞證券滿意之證明以通知創陞證券該指示為一項賣空指示，客戶承諾其不會提出任何涉及出售非由其擁有的證券的指示。客戶進一步承諾在執行指示時，明示創陞證券該指示為一項賣空指示及向創陞證券提供文件證明該指示在可能需要之時間及方式獲擔保，並提供創陞證券要求的資料。客戶進一步確認，每一市場有其本身關於賣空的監管要求，並承諾遵從每一市場的相關要求。

- 3.9 The Client will not, and will not attempt to, access to the services of ISL in any country or jurisdiction where the offering of the same by ISL or the use of the same by the Client is not lawful or where the Terms and Conditions may not be enforceable by ISL against the Client. 客戶不會及不會試圖在任何禁止創陞證券提供服務或禁止客戶使用該等服務或創陞證券經紀香港不能對客戶執行此等本條款及條件的國家或司法管轄區使用創陞證券的服務。

- 3.10 The Client will take reasonable precautions in using any service of ISL through electronic means, including but not limited to exiting the browser or clearing the browser cache after signing off from accessing any service of ISL (including by but not limited to computer).

客戶在透過電子媒介使用創陞證券的任何服務時，會採取合理審慎措施，包括但不限於每次接達創陞證券的任何服務完畢時（包括但不限於以電腦）關閉瀏覽器或清除瀏覽器的快取。

- 3.11 ISL may in its absolute discretion do or refrain from doing anything that ISL deems necessary or desirable for the purposes of compliance with Applicable Laws and Regulations and/or Market Requirements and/or to prevent or remedy a breach thereof, and ISL and its Affiliates and the Relevant Persons shall not be liable to the Client nor its clients for any claims, losses or damages arising (directly or indirectly) out of or in connection with any such action or failure to act. Furthermore, whatever ISL does or refuses to do in order to comply with the Applicable Laws and Regulations and/or Market Requirements will be legally binding on the Client.

創陞證券可按其絕對酌情決定行使或避免任何創陞證券認為需要或合宜的行動，以符合適用法律法規及/或市場要求及/或防止或補救違反事項，創陞證券及其聯屬人和相關人士均不應就任何行動或無法行事而產生或與此有關的任何申索、損失及損毀（不論是直接或間接）為客戶或其當事人負責。再者，創陞證券為了符合適用法律法規及/或市場要求而作出或不作出的任何事情對客戶具法律約束力。

- 3.12 The Client undertakes not to engage in any conduct that will cause ISL, its Affiliates or the Relevant Persons to be in breach of Applicable Laws and Regulations and/or Market Requirements, and shall indemnify, protect and hold ISL, its Affiliates and the Relevant Persons harmless in respect of any losses, claims, damages and liabilities arising out of or connected with any breach by the Client of its obligations under this Agreement including any costs reasonably and necessarily incurred by ISL, its Affiliates and the Relevant Persons.

客戶承諾不參與任何導致創陞證券、其聯屬人或相關人士違反適用法律法規及/或市場要求，並應彌償、保護及使創陞證券、其聯屬人和相關人士不受客戶在此協議的法律責任下任何違反適用法律及法例的行為而產生或與此協議有關的任何損失、申索、賠償及責任的損害，包括任何創陞證券、其聯屬人或相關人士合理及需要招致的費用。

- 3.13 The Client shall comply with all applicable notification requirements established by the relevant market or exchange (including, without limitation, those applicable under the Securities and Futures (Contracts Limits and Reportable Positions) Rules) and shall not exceed the prescribed limit for the relevant options class and type in accordance with the contract limits and reportable position rules established by the relevant market or exchange, if any. The Client acknowledges that ISL shall not (except to the extent required by Applicable Laws and Regulations) be responsible for any of the Client's transaction notification, filing or reporting obligations (including, where applicable, any filings required pursuant to Part XV of the SFO or equivalent legislation) and undertakes that he shall not rely on ISL to discharge his transaction notification, filing or reporting obligations pursuant to Applicable Laws and Regulations.

客戶應履行所有相關市場及交易所（包括但不限於證券及期貨（合約限量及須申報的持倉量）規則）適用的申報要求，及不超過根據相關市場及交易所規定的合約限量及須申報的持倉量所載之期貨類別及種類訂明限額（如有）。客戶承認創陞證券不應（適用法律法規要求除外）為客戶的交易指示、申報或匯報責任（包括根據證券及期貨條例第 XV 部或相等法例（如適用））負責，並承諾不依賴創陞證券解除適用法律法規下的交易指示、申報或匯報責任。

4. Conflict of Roles, Rebates and Soft Commission Arrangements 角色衝突、保留回佣及非金錢利益安排

- 4.1 ISL may (without the prior consent from the Client) effect transactions for or on behalf of the Client through the agency of and/or with a counterparty which is related to ISL whether directly or indirectly (or through another Client of ISL) even if a conflict of interest may arise. ISL may also (without the prior consent from the Client) effect transactions for or on behalf of the Client in which ISL or its Affiliates has a direct or indirect interest (whether material or not), including but not limited to acting as agent for another party; acting as principal in selling its own property; receiving and retaining commission from other parties to a transaction and/or from the Client; executing a transaction with prior knowledge of other related transactions; being a holder, dealer or market maker in securities or other investments purchased or sold by the Client, or otherwise participating or having an interest in an issue or issuer of securities. ISL shall take all reasonable steps to ensure the Client receives fair treatment in the event that ISL has any such interest or in the event of an actual or potential conflict arising.

創陞證券可透過代理人及/或以直接或間接方式（或透過創陞證券另一客戶）與創陞證券的關聯對手代客戶（不須事先取得客戶同意）執行交易，儘管有可能產生利益衝突。即使創陞證券或其聯屬人有直接或間接利益（不論重大與否），創陞證券可代客戶（不須事先取得客戶同意）執行交易，包括但不限於：作為另一方代理人；作為當事人出售其財產；在交易中從其他方及/或客戶收取及保留其佣金；在知悉其他相關交易情況下執行交易；作為證券或其他客戶買賣之證券或其他投資的持有人、經銷人或市場莊家，以其他方式對發行證券或證券發行人有所參與或持有權益。創陞證券如獲得任何有關利益或在事件中產生實際或潛在利益衝突，應採取合理步驟確保客戶在事件中獲得公平對待。

- 4.2 ISL may retain from brokers and other persons through whom the sale and purchase of securities for the Client are carried out (1) any cash or money rebates arising out of such investments and (2) such goods and services and other soft dollar benefits which are of demonstrable benefit to the Client. These services may include, for example, research and analysis of the relative merits of individual shares of markets or the use of data and quotation services and other information facilities.

創陞證券可保留其在為客戶買賣證券時從經紀或其他人士所獲得的(1)任何由該投資產生的現金或金錢性質的回佣；及(2)明顯地對客戶有利的有關物品及服務及非金錢性質的利益。這些服務可包括，例如：對於個別股票在市場上的相對優勢之分析及調查或使用數據、報價服務及其他資料設備。

- 4.3 In all cases where cash or money rebates or goods and services and other soft dollar benefits are retained by ISL or any of its connected persons, ISL, as the case may be, shall ensure that (1) transaction execution is consistent with best execution standards, (2) any brokerage borne by the Client does not exceed customary full-service brokerage rates for such transactions and (3) disclosure of the rebate and their approximate value is made to the Client.

在任何情況下，如創陞證券或任何其關聯人士保留現金或金錢性質的回佣，或物品、服務或非金錢性質的利益，創陞證券必須確保（按情況而定）：(1)交易的執行符合最佳執行條件的原則；(2)由客戶支付之經紀佣金並不高於一般提供全面服務的經紀所收取的佣金比率；及(3)向客戶披露有關的回佣及其大概價值。

- 4.4 ISL may also provide a portfolio manager with goods, services, or cash rebates provided that it shall comply with the requirements on retention of rebates, soft dollars and connected transactions that may be prescribed by the SFC from time to time.

創陞證券亦可能為投資組合經理提供物品、服務或現金的回佣，惟此舉必須符合證券及期貨條例不時訂明有關保留回佣、非金錢性質利益及關連交易的規定。

5. Transactions 交易

- 5.1 Unless otherwise specified in this Agreement or as ISL otherwise indicates or notifies in writing, ISL act as agent of the Client and the Client acts as principal in effecting any and all Instructions given by the Client. ISL may in its sole discretion act as agent for any of its other clients in fulfilling any transaction for the Client and shall not be liable to account to the Client for any commission, remuneration, profit or other benefit resulting from the same.

除非本合約另有訂明或除非創陞證券於成交單據或其他文件上列明創陞證券乃主事人，否則創陞證券以客戶代理人之身份而

客戶為當事人)執行客戶發出之任何及一切指示。創陞證券將有絕對酌情權在為客戶進行有關交易之同時作為其他客戶之代理人並無須向客人對因此而產生之任何佣金及套取之任何收益及利潤及其他得益負責及賠償。

- 5.2 The Client may give ISL and ISL may accept (but in its absolute discretion shall not be bound to accept) Instructions to buy and sell or otherwise deal in Securities on behalf of the Client.
客戶可給予創陞證券而創陞證券亦可接受(但有絕對酌情權作決定會否接受)作為客戶代理人之指示進行或處理有關證券買賣之事項。
- 5.3 The Client shall inform ISL if Instructions placed involves short selling. The execution of any short-selling order shall be subject to the Trading Policy as may be amended from time to time. Until and unless the Client provides ISL with prior written notice to the contrary, all Instructions given by the Client for the sale of Securities shall be long sales in the sense that the Client (i) owns the Securities in question or (ii) has a presently exercisable and unconditional right to vest the Securities in the relevant purchaser.
如指示涉及沽空，客戶須在執行任何沽空前向創陞證券作出通知。指示須受不時修訂之交易政策所規限。除非及直至客戶事前以書面通知創陞證券，所有客戶所發出之賣出指示均表示客戶(i) 擁有有關證券或 (ii) 現時持有可行使及不附有條件之權力將有關證券轉歸於有關之買方。
- 5.4 If the Client maintains more than one account with ISL, the Client shall clearly specify in his Instructions the account in respect of which such Instructions are being given. In the absence of such specification or where it is unclear to ISL which account is specified, ISL may refuse to act on such Instructions or may in its absolute discretion determine which account to apply such Instructions as it deems fit.
如客戶於創陞證券擁有多於一個帳戶，客戶於指示買賣時須清晰指明指示適用之帳戶。如客戶並無指明或對創陞證券來說並不明確指明，創陞證券可拒絕執行該指示或有絕對酌情權決定該指示適用於那個帳戶。
- 5.5 ISL has the right to demand any initial and subsequent deposits for any Transaction. ISL has the absolute discretion to refuse to effect any Instructions for any reason whatsoever, including but not limited to, circumstances where the Client has insufficient cleared funds and/or Securities in the Account to meet the minimum balance requirements set by ISL from time to time.
創陞證券有權向客戶就任何交易索取任何的初次及繼後存款。創陞證券有絕對酌情權決定權就任何理由拒絕履行或遵從任何指示，包括但不限於當存放於帳戶內的繳清款項及/或證券不足以符合創陞證券不時所定的最低餘額要求。
- 5.6 For any Instructions placed or Transactions executed, the Client shall observe and comply with the Trading Limit. If the Trading Limit is exceeded, ISL may decline such Instructions and/or, without giving the Client prior notice, do any other act to ensure that the Trading Limit is not exceeded including, but not limited to, disposal of Securities in the Account.
在作出任何指示或進行任何交易時，客戶須遵守及符合交易限額之規定。倘超出交易限額，創陞證券可能不會執行該指示及/或有權採取任何行動讓帳戶不超出交易限額，包括但不限於賣出帳戶內的證券。
- 5.7 Subject to the Governing Rules, the Client authorizes ISL to accept any Instructions in written, facsimile, verbal form or through Electronic Means. However, ISL has the sole discretion to insist Instructions be given in a particular manner on a case-by-case basis. The Client shall fully indemnify ISL on demand against all actions, liabilities, losses, costs, expenses which may be brought against, suffered or incurred by ISL arising from ISL's reliance on such Instructions or communications.
除非受有關監管規則所限，客戶授權予創陞證券接納以書面、傳真或口頭方式或透過電子途徑所作出之任何指示。然而，創陞證券有絕對權力因應個別情況規定以指定形式接受指示。客戶亦須於創陞證券要求下，就所有創陞證券依賴其指示或通訊所導致創陞證券之一切索償、責任、損失、收費及費用作出全數彌償。
- 5.8 The Client acknowledges that by reason of physical restraints on Exchanges and/or the OTC markets and rapid changes in the prices of Securities that frequently take place, there may on occasions be a delay in dealing and that ISL may not be able to trade in Securities at the prices quoted therefor at any specific time or at "best" or at "market" value and/or ISL may not be able to execute the Client's orders at all. The Client further acknowledges that ISL shall not be liable for any loss arising by reason of its failing, or being unable to comply with any terms of any order of the Client or any Authorized Person on behalf of the Client. Where ISL is unable to perform any order in full, unless otherwise specifically instructed on the particular occasion concerned, ISL is entitled to effect partial performance of such order without prior reference to or confirmation from the Client. The Client further acknowledges that in relation to OTC transactions, trades executed may be cancelled and void if the relevant Securities subsequently fail to list on the Exchange.
客戶知悉，由於交易所或 OTC 市場在營運上的限制及證券價格頻密急速的改變，有時買賣或會遭延誤及創陞證券或未能按照任何於某特定時間報出之價格或「最佳值」或「市值」買賣證券。客戶進一步確認創陞證券毋須負責因創陞證券未能或無能力遵照客戶或代表客戶的任何授權人士的任何指示中任何條款所引致之任何損失。若創陞證券無法執行任何指示之全部，則除非在有關的特定情況中另有其他特定指示，否則創陞證券有權在沒有事前向客戶提述或事前沒有客戶確認的情況下，局部執行上述指示。就 OTC 交易而言，客戶知悉倘有關證券其後無法在交易所上市，已執行的交易將會被取消及成為無效。
- 5.9 Unless the Client gives specific instructions to the ISL to the contrary, the Client acknowledges that all orders or requests are good for the day only and that they will lapse at the end of the official trading day of the Exchange in respect of which they are given. In the event that the Client gives specific instructions to ISL regarding the types of order and/or the range of prices of orders, whether such instructions are given orally, in writing, by facsimile and/or by electronic means, the Client acknowledges and agrees that he understands the consequences for the specific instructions and that he will be solely responsible for the specific instructions.
除客戶有相反特定指示給予創陞證券外，客戶知悉一切買賣指示或要求只能於給予該指示及要求當天有效，而該等指示及要求要求在當天交易所正式交易日結束之時失效。倘若客戶就訂單的種類及/或訂單的價格範圍給予特別指示，不論該指示是以口頭、書面、傳真及/或電子方式給予，客戶知悉及同意他明白該特別指示的後果及他會就該特別指示負上所有責任。
- 5.10 The Client shall accept facsimile or any Electronic Means (if provided by the Client) as a communication medium with ISL for data transmission and documentation. Subsequent request for paper copies of such information or documents may be subject to a handling fee as determined by ISL from time to time.
客戶須接受傳真或任何電子途徑(如客戶有提供有關的聯絡資料)為與創陞證券之間的資料及文件通訊媒體。倘客戶要求索取有

關資料或文件之書面印本，則可能須支付由創陸證券不時釐定之手續費。

- 5.11 For any Instructions placed or Transactions executed, ISL will make available the essential features of the transaction as soon as reasonably possible through such means or mediums provided by ISL from time to time. The Client shall check the essential features of the securities transaction by himself through such means or mediums provided by ISL.
對於已發出的指示或執行的交易，創陸證券會在合理情況下儘快透過創陸證券不時提供的方式或媒介提供該指示或交易的基要特質。客戶本人應通過創陸證券提供的方式或媒介檢查該宗證券交易的基要特質。
- 5.12 Contract notes shall be provided by ISL to the Client in accordance with the Governing Rules and shall be conclusive and deemed accepted unless the Client duly informs ISL in writing to the contrary within seven (7) Business Days of the date of the contract note.
創陸證券將根據有關監管規則就成功之交易或指示提供成交單據。該等單據將被視為具決定性及對客戶具約束力，除非客戶於該成交單據向其發出七工作天內，對創陸證券作有效的書面通知。
- 5.13 Subject to the Securities and Futures Ordinance and any other applicable laws, rules and regulations, ISL may take the opposite position to orders of the Client whether it is on ISL's own account or for the account of any Innovax Group company or on behalf of other clients of ISL. ISL has the right to consolidate and/or disaggregate any Instructions to purchase and/or sell Securities with other similar instructions placed by other clients of ISL and/or ISL's own orders. The Client acknowledges that such consolidation or disaggregation may result in the execution of the Client's Instructions at a price more or less favorable than that could have been achieved had the Instructions been executed individually. In the event of there being insufficient or excessive Securities available to satisfy the consolidated purchase or sale order, priority shall be determined in accordance with the order in which individual instructions are received by ISL. The number of Securities actually purchased or sold (as the case may be) shall be allocated to each individual instruction with due regard to the Governing Rules, the order in which such instructions are received by ISL and fairness to Clients. The Client acknowledges and agrees that ISL may at any time determine at its absolute discretion the priorities of instructions for the best execution pricing.
在證券及期貨條例和任何其他適用法律、規則或規例的制約下，創陸證券有權為自己本身及任何其集團公司或代表其他客戶，採取與客戶買賣指示相反的行動。創陸證券有權將任何指示與創陸證券本身或其他客戶所作出之同類指示合併及/或將之分拆以進行購買及/或沽售。客戶同意該等被合併或分拆之交易的價位可能優於或遜於該等交易若以個別形式進行的價位。倘若並無足夠或有太多證券(視情況而定)可用以應付合併的購買或沽售指示，客戶的指示將會以創陸證券收到各指示之先後次序作優先處理。實際獲購買或沽售(視情況而定)之證券數目將由創陸證券根據有關監管規則，創陸證券收到交易指示之先後次序及對客戶公平之情況下全權分配。客戶確認並同意創陸證券在任何時間可全權決定執行指示之優先次序務求達到最佳成交價。
- 5.14 The Client consents to ISL monitoring and/or recording all Instructions and/or any other communications between ISL and the Client or any of the Client's authorized persons placed or made through telephone, Electronic Means or otherwise. The Client agrees to accept the contents of any such recording as conclusive and binding.
客戶同意創陸證券監察或記錄所有由客戶及所有獲授權作出指示之人士以電話、電子途徑或其他方式作出之所有指示或通訊。客戶同意接納該記錄內容為具決定性及有約束力。
- 5.15 ISL may purchase and/or sell Securities on the Client's behalf by placing instructions with itself, any member of ISL or any of its or their clients, whether acting as principals, underwriters, investment managers, merchant or commercial banks, registered or licensed deposit takers, brokers, dealers or otherwise, or with any other brokers or dealers, as ISL may in its sole discretion decide. The Client consents to ISL effecting any Transactions with or through itself, any member of ISL or any of its or their clients without prior disclosure to the Client on a case-by-case basis provided that such dealing is at a price and on terms no less favorable than that could reasonably have been effected with or through an independent third party. Neither ISL nor any member of ISL shall be liable to account to the Client for any profit, commission or remuneration or other benefit resulting from such Transaction.
創陸證券有酌情權透過其本身、任何其集團成員或其本身或其他其集團成員的客戶以主事人、包銷商、投資經理、商人銀行或商業銀行、註冊或持牌接受存款機構、經紀、交易商身份或以其他身份為客戶買賣證券。客戶同意創陸證券可透過其本身、任何其集團成員或其客戶為客戶執行任何交易而毋須每次事前向客戶作出披露，唯其交易之價格及條款不可遜於可與其他獨立第三者合理地執行之交易。創陸證券與其集團成員毋須對客戶就此等交易所付出或收取任何利潤、佣金或報酬作出交代。
- 5.16 ISL has the right to direct any Instructions to other brokers or dealers for execution as ISL deems fit.
創陸證券有權在其認為適當時將指示給予其他經紀或交易商執行。
- 5.17 In the event that ISL appoint any other person(s) to perform any services for the Account, unless such person(s) acted negligently or in default willfully, ISL shall not be liable for such person(s)' act, omission, negligence or default.
如創陸證券委任他人為客戶的帳戶提供任何服務時，除非被委任人士疏忽或故意違責，創陸證券將不對被委任人士的作為、不作為、疏忽或違責承擔任何責任。
- 5.18 ISL are authorised to disclose information of the Client or his/her Account to any person(s) appointed by them for the purpose of performing the Services that they have agreed to provide to the Client under this Agreement.
創陸證券在依照本協議為客戶提供服務時，有權向任何被委任人士透露客戶或客戶帳戶的資訊。
- 5.19 ISL may also appoint any person(s) to collect any or all debts owed by the Client to them. The Client shall be responsible for all the costs and expenses reasonably incurred from such appointment.
創陸證券還可委任任何人收回任何或全部客戶欠下其公司的款項。因此招致之一切合理費用與支出，須由客戶自行承擔。
- 5.20 Unless otherwise determined by ISL, the Client agrees that when ISL has executed a purchase or sale Transaction on the Client's behalf, the Client will by the due settlement date make payment to ISL against delivery of or credit to the Client's Account for purchased Securities or make good delivery of sold Securities to ISL against payment (as the case may be). If the Client fails to do so, ISL is authorized to transfer and sell any purchased Securities or to borrow or purchase any sold Securities to meet the Client's obligations hereunder and the Client shall be responsible for any loss, fees and expenses in connection with the Client's failure to meet such obligations by the due settlement

date.

除創陞證券另有確定外，客戶同意當創陞證券代客戶進行買賣交易，客戶將在到期交收日，就買入的證券，於交易所購買的證券或將買入的證券存入客戶的帳戶時，向創陞證券付款，或就賣出的證券在收取款項時將已售的證券妥善交付予創陞證券。如客戶未履行以上義務，創陞證券獲授權轉讓或出售任何買入證券，或借入或購買任何已售的證券以應付客戶據此的義務，客戶並需負責任何因客戶在到期交收日前未履行相應的義務而造成的虧損、成本、費用及開支。

- 5.21 The Client authorizes ISL to pass the order on behalf of the Client to any relevant financial company(ies)/institution(s) and the Client is aware and confirms ISL do NOT involve in any Client's order. The Client acknowledges and accepts the risks in the event that the relevant financial company(ies)/institution(s) defaults or fails to fulfill their roles; or the relevant financial company(ies)/institution(s) bankrupts or ceases business, the Client may not be able to complete the transaction or lose money or holdings. In any condition, ISL will NOT be responsible for any losses or damages incurred or suffered as a result thereof.

客戶已授權創陞證券把客戶的交易指示轉遞予任何相關金融機構，並知悉及確認創陞證券沒有參與任何客戶的交易指示。客戶知悉及同意承擔因相關金融機構違約、停止履行其責任，或因相關金融機構破產、停業，而導致客戶無法完成交易或客戶所有損失。在任何情況下，創陞證券均不會對上述損失承擔責任或進行賠償。

- 5.22 If the Client requests ISL to apply for Securities in a new issue for listing on any Exchange, the Client:

客戶要求創陞證券認購於任何交易所新發行的證券，則客戶：

- (a) authorizes ISL (or any member of ISL) to make such application on the Client's behalf;
如客戶授權創陞證券（或任何其集團成員公司）代表客戶作相應認購申請；
- (b) warrants that the application for Securities made on the Client's behalf is the only application made or intended to be made for the Client's benefit or any person for whose benefit the Client has requested the application to be made;
保證上述代表客戶所作的申請為唯一為客戶利益或客戶為任何人士利益而作或意圖作的申請；
- (c) warrants that no other application is being made or is intended to be made by the Client or for the Client's benefit by any other person;
保證客戶或任何其他代表客戶利益的人並沒有作或意圖作其他申請；
- (d) authorizes ISL (or such member of ISL) to represent and warrant on the application form that no other application is being made or is intended to be made by the Client or for the Client's benefit by any other person;
授權創陞證券（或任何其集團成員公司）代表並在申請表上保證客戶或任何其他代表利益的人沒有作或意圖作其他申請；
- (e) application made by ISL (or such member of ISL) on the Client's behalf is the only application made or intended to be made for the Client's benefit or any person for whose benefit the Client has requested the application to be made;
授權創陞證券（或任何其集團成員公司）披露創陞證券為客戶作的申請是唯一為客戶利益或客戶任何人士利益 而作或意圖作的申請；
- (f) 確認上述的陳述、保證及披露將被創陞證券（或任何其集團成員公司）用於認購申請，及被新股的發行人用來決定會否就客戶利益分配證券予創陞證券（或任何其集團成員公司）；
acknowledges that the representations, warranties and disclosure referred to above will be relied upon by ISL (or such member of ISL) in making the application and by the issuer of the Securities in deciding whether or not to allot Securities to ISL (or such member of ISL) on the Client's behalf;
- (g) 確認客戶並非美國人士，且不會收購或持有任何由或就美國人士（依據一九三三年美國證券法界定）實益擁有的證券，或違反任何適用法例；及
acknowledges that the Client is not a U.S. person (as defined under the United States Securities Act of 1933) and will not acquire or hold Securities beneficially owned by or for a U.S. person or in violation of any applicable law; and
- (h) 承諾，任何違反本段規定而產生或有關的任何及所有損失、損毀、索償、負債、開支或費用，將向創陞證券（以其本身身份及以受託人身份代表其人員（包括董事）、僱員及代理）給予彌償。
undertakes to indemnify ISL (in its own capacity and in its capacity as trustee for its officers (including directors), employees and agents) in full against any and all losses, damages, claims, liabilities, costs or expenses arising out of or in connection with any breach of this section;

- 5.23 The Client shall pay the brokerage fee/ commission and all applicable levies, stamp duties, bank charges, transfer fees, interest, tariffs, exchange fees, taxes, communication charges, settlement charges, custodial fees, insurance fees, premiums, currency exchange costs, legal expenses and any other expenses or charges in respect of any Instructions or any Transactions or in respect of or otherwise arising from or relating to the Account. The brokerage fee/ commission shall be at such rate as may be determined by ISL and notified to the Client from time to time. ISL shall be entitled to deduct from the Account any and all amounts payable by the Client as they may become due.

客戶須向創陞證券支付所徵收的經紀費用及佣金，及所有有關帳戶或任何指示或任何交易而產生的徵費、印花稅、銀行手續費、轉讓費、利息、關稅、交易費、稅費、通訊費、交收費、保管費、保險費及保費、外匯費用、法律支出及其他支出或費用。經紀費用/佣金的比率由創陞證券決定並不時通知客戶。創陞證券有權在任何客戶該付費用到期時從帳戶扣除該等款項。

- 5.24 The Client shall be liable for any taxes, charges, tax reporting and other responsibilities to relevant authorities of whatsoever jurisdiction to which the Client may be subject in respect of placing any Instructions and/or any activities relating to the Account. ISL has the right to dispose of or liquidate any Securities, instruments, other assets or positions, or apply monies, held in the Account, for the settlement of such liabilities at any time without prior notice to the Client.

客戶須就其帳戶內所作之任何指示及/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。創陞證券在任何時間有權出售或清算帳戶內任何證券或資產以應付此等責任而毋需預先通知客戶。

- 5.25 The Client shall pay interest on all sums owing and all overdue balances in respect of the Account (including interest arising after a judgment debt is obtained against the Client) at such rates and on such terms as required by ISL from time to time.

客戶須就其帳戶內之所有欠款及逾期未付之結餘支付利息(包括該名客戶被判定應償債項後所招致的利息)，有關息率及條款乃由創陞證券不時規定。

- 5.26 The Account shall be maintained in Hong Kong dollars or such other currencies as ISL may agree from time to time with the Client. If ISL is instructed (or if the circumstances require) to effect any Instructions on an Exchange in a currency other than Hong Kong dollars, any profit or loss arising as a result of a fluctuation in the exchange rate between such currency and Hong Kong dollars will be entirely for the account of the Client. If conversion of currency is required for the operation of the Account, the exchange rate shall be determined by ISL in its sole discretion with reference to the prevailing rates in the foreign exchange market. Any conversion from one currency into another required to be made for performing any action or step taken by ISL under this Agreement may be effected by ISL in such manner and at such time as it may in its absolute discretion decide.

帳戶以港元或創陞證券和客戶雙方不時同意的其他貨幣為幣值。若創陞證券接獲指示(或情況有所需要)，須在交易所以港元以外的貨幣執行任何指示，則有關貨幣與港元之間的匯兌波動所引致的任何盈虧，概由客戶承擔。倘須就帳戶運作兌換貨幣，有關匯率乃由創陞證券參考外匯市場當時之匯率後全權釐定。如因創陞證券履行本合約下的任何行動或步驟而需要進行由一種貨幣轉換為另一種貨幣時，經紀可按其絕對酌情權決定的方式及時間進行該轉換。

6. Own Judgment

獨立判斷

- 6.1 If ISL solicit the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to his/her financial situation, investment experience and investment objectives. No other provision of this agreement or any other document ISL may ask the Client to sign and no statement ISL may ask the Client to make derogates from this clause.

假如創陞證券向客戶招攬銷售或建議任何金融產品，該金融產品必須是創陞證券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。本協議的其他條文或任何其他創陞證券可能要求客戶簽署的文件及創陞證券可能要求客戶作出的聲明概不會減損本條款的效力。

- 6.2 "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance.

“金融產品”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。

- 6.3 Subject to Clause 6.1, the Client warrants to ISL that as of the date of giving an Instruction and entering into any Transaction that: 受限於第 6.1 條，客戶向創陞證券 承諾自發出指令或達成任何交易之日起：

- (a) he/she has reviewed carefully his/her specific financial needs and investment objectives;
閣下已小心審視其特定的財務需要及投資目標；
- (b) he/she fully understands and accepts, the terms, conditions and risks of the resulting Transaction and he/she also fully understands and is capable of assuming and assumes, the risks of the Transaction;
閣下完全明白及接受的交易的條款、條件及由此產生的風險，並完全理解且有能力和承擔及承擔任何交易的風險；
- (c) he/she has made his/her own independent decisions to enter into the Transaction without treating any information (written or oral) provided by ISL as investment advice or as a recommendation to enter into the Transaction; and
閣下經獨立決策後自行決定達成交易，而並非將創陞證券所提供的任何（書面或口頭）資訊當作投資意見或建議而達成該交易；及
- (d) he/she fully understands that ISL could not guarantee or assure the results of the Transaction.
閣下完全明白，創陞證券不能對交易的結果作任何保證或擔保。

7. Charges and Expenses

收費及費用

- 7.1 The Client shall pay ISL's or its associate's commissions and charges as determined by ISL or its associate in its absolute discretion on all Transactions in Securities and upon all payments to the Client under the Clauses in the section, as well as all applicable levies imposed by any relevant Clearing System or Market and all applicable stamp duties. All such commissions, charges, levies and duties may be deducted by ISL from the Securities Account and any other accounts maintained by the Client with ISL.

客戶須就所有證券交易及於根據本部份條款支付客戶的一切付款後，支付由創陞證券或其聯營公司按其絕對酌情權釐定的創陞證券 或其代名人的佣金及收費，以及任何有關結算系統或市場規定的一切 適用的徵費及一切適用的印花稅。創陞證券可從證券帳戶及從客戶於創陞證券設立的任何其他帳戶中扣除一切有關佣金、收費、徵費及稅項。

- 7.2 Without prejudice to ISL's right to terminate the Securities Account in accordance with Terms, ISL may charge a monthly maintenance fee to be notified by ISL to the Client on the Client's dormant account if the Client has no trading activity for six months or more. Payment of such fees (if any) will be automatically deducted from the Securities Account.

在不影響創陞證券根據此等條款終止證券帳戶的權利下，若客戶於六個月或以上並無交易活動，創陞證券將通知客戶創陞證券可就客戶的不活躍帳戶收取的每月維持費用。該等費用 的付款（如有）將會自動從證券帳戶中扣除。

- 7.3 The Client shall be liable for all fees and expenses of any brokers, agents and associates including ISL's associate engaged in respect of the Securities Account, all transfer fees, registration fees, stock settlement fees, interest and other handling costs or expenses incurred in respect of or connected with Transactions in Securities, the Securities Account or any Securities, receivables or monies held in or for account of the Securities Account, services rendered to the Client or otherwise these Terms generally.

客戶須負責任何經紀、代理人及聯營公司包括創陸證券聯營公司有關證券帳戶的一切收費及費用，就或有關證券交易、證券帳戶或任何證券、於或為證券帳戶持有的應收款項或金額、向客戶提供的服務或此等條款其他方式一般產生的一切轉讓費用、註冊費用、股票交收費用、利息及其他手續費或開支。

- 7.4 The Client agrees and authorizes ISL to accept from any securities brokers and dealers engaged in the purchase or sale of, or other dealing with, securities for the account of the Client any rebate or re-allowance or soft commission as may be allowable from time to time under the applicable law and the rules of any applicable Markets and Clearing Systems on and through which such Transactions in Securities are executed and settled provided always that:-

客戶同意並授權創陸證券接納自任何就客戶帳戶參與購入或沽售或以其他方式處置證券的證券經紀及交易商不時該等證券交易的執行及結清所處及透過的任何適用的市場及/或結算系統的法律規則許可的任何回佣或再補貼或軟佣金，惟：-

- (a) ISL and/or its associate may enter into soft commission arrangements with brokers through which transactions are executed for the Client. ISL and/or its associate will enter into such an arrangement only where the goods or services are of demonstrable benefit to the Clients of ISL and/or its associate as applicable. In allocating business to the broker concerned ISL and/or its associate is under an obligation to ensure that the quality of transaction execution is consistent with best execution standards and that brokerage rates are not in excess of customary full-service rates. For this purpose, such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications; and
創陸證券及/或其聯營公司可與為客戶執行交易的經紀訂立軟佣金安排。創陸證券及/或其聯營公司只會在貨品或服務可證明對創陸證券及/或其聯營公司（如適用）的客戶有利時，方會訂立該安排。分配業務予涉及創陸證券及/或其聯營公司的經紀時，有責任確保交易執行的質素是符合最佳執行標準，而經紀佣金費不得超過慣常的全套服務收費。就此而言，該等貨品及服務可包括：研究及顧問服務；經濟及政治分析；組合分析（包括評估及表現計算）；市場分析、數據及報價服務；有關上述貨品及服務的電腦軟硬件；結算及保管服務及投資相關的印行；及
- (b) ISL and/or its associate may receive cash or money rebates on transactions executed for the Client's account. Such rebates will be retained by ISL and/or its associate for their own account. If ISL and/or its associate retains such rebates it is under an obligation to ensure that brokerage rates are not in excess of customary full-service rates.
創陸證券及/或其聯營公司可收取有關為客戶帳戶執行交易的現金或金錢回佣。該等回佣將由創陸證券及/或其聯營公司於其帳戶保留。若創陸證券及/或其聯營公司保留該等回佣，其有責任確保經紀佣金費不得超過慣常的全套服務收費。

8. Client Responsibility for Disclosure of Interests

客戶披露權益責任

- 8.1 The Client's attention is drawn to the provisions of the Securities and Futures Ordinance 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 a Market.

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。

- 8.2 ISL acts as a licensed corporation and is not responsible for advising the Client of any such obligations generally or any obligation that may arise from any instruction of the Client or which has arisen as a result of any transaction or from any holding or otherwise. Such obligations of disclosure are personal obligations of the Client. ISL shall not be obliged to give notice of holdings of the Client in any form or by any time limit for such purpose save any notice or statement to be issued as expressly set out in these Terms. ISL shall not be liable for any loss, cost or expense of the Client from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor any delay or default in notification to the Client as to the carrying into effect of any instructions and the Client shall indemnify ISL for any loss, cost or expense arising from any such failure, delay or default.

創陸證券作為一家持牌法團，無責任提醒客戶一般或可能由任何客戶的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經已產生的任何責任。該等披露責任是客戶的個人責任。創陸證券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，惟此等條款訂明須發出的任何通知或聲明除外。創陸證券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，而客戶須彌償創陸證券因任何該等未能、延遲或失責而招致的任何損失、費用或開支。

9. Use of Client Information

客戶資料之使用

- 9.1 ISL will keep information relating to the Securities Account confidential, but is authorized to conduct credit enquiries on the Client to verify the information provided and may provide any such information to (i) its auditors, legal advisers, brokers or dealers instructed by ISL on behalf of the Client, (ii) the Exchange, (iii) any other Market in which Securities are traded for the Securities Account, (iv) the Hong Kong Regulators or any other regulatory authority to comply with their requirements or requests for information and (v) any of ISL's associates or any group company of ISL. ISL shall not be liable in any way to the Client for any disclosure made pursuant to this sub-clause.

創陸證券將有關證券帳戶的資料保密，但獲授權進行客戶信貸審查以核實所提供的資料，並可向(i)由創陸證券指定代表客戶的核數師、法律顧問、經紀或交易商、(ii)交易所、(iii)證券帳戶中買賣證券的任何其他市場、(iv)香港監管機構或任何其他規管機構以符合彼等的資料規定或要求及(v)創陸證券的任何分行或相關法團或創陸證券的任何集團成員公司提供任何有關資料。創陸證券毋須就根據本條所作的任何披露以任何形式向客戶負責。

- 9.2 Where the Client is an individual, the Client agrees to be bound by ISL's "Notice to Clients relating to the Personal Data (Privacy) Ordinance", a copy of which is available with these Terms, and to the use of his/her personal data in the manner specified in the said Notice.
倘客戶為個別人士，客戶同意受創陞證券的「給予客戶有關《個人資料（私隱）條例》的通知」及於上述通知所列明其個人資料的使用方式所規管（該通知的文本載於此等條款內）。

10. Safekeeping of Securities 證券的安全保管

- 10.1 Any Securities held by ISL for safekeeping pursuant to these Terms may, at ISL's discretion and subject to applicable laws and regulations: 創陞證券根據此等條款所持有作保管的任何證券，可在創陞證券之酌情決定下及在適用法律法規容許下：
- (a) (in the case of registerable securities) be registered in the name of the Client or in the name of ISL or ISL's associate; or 就可註冊證券，以客戶或創陞證券或創陞證券的聯營公司的名義註冊；或
 - (b) be deposited in safe custody in a designated account of ISL with a bank or other institutions which provides facilities for the safe custody of Securities and documents relating thereto. In the case of securities in Hong Kong, such institution shall be acceptable to the Securities and Futures Commission as a provider of safe custody services.
存放於一家銀行或另一家提供妥善保管證券及相關文件的機構中 創陞證券指定的賬戶。如屬香港的證券，該機構應為證券及期貨事務監察委員會認可的提供保管服務機構。
- 10.2 The Client acknowledges and agrees that Securities from time to time acquired and/or held pursuant to these Terms through or in a Clearing System shall be held subject to and in accordance with the applicable Rules.
客戶確認及同意按此等條款，經或在結算系統不時收購或持有的證券須按照或受適用規則規限。
- 10.3 ISL shall be entitled to deposit all such cash and Securities of the Client as are delivered to and accepted by ISL or any of its sub-custodians and held pursuant to these Terms with such other bank or institution and on such terms as it may deem fit. Such cash or Securities may be co-mingled with those of other clients (but not with cash or Securities held for ISL's own account), in which case the Client shall be entitled in common with the other clients to its proportionate share of such cash or Securities or the rights thereto as are held by ISL for the account of its clients. Client acknowledges that ISL may in sole discretion to retain any interest accruing on those cash or Securities, subject to mutual agreement between the Client and ISL, no interest shall be payable on such cash.
就客戶交付予創陞證券或其任何分託管人並獲創陞證券或其任何分託管人接納作且根據此等條款持有的所有此等現金及客戶的證券，創陞證券有權將該等現金及證券按其認為合適的條款存放於其他銀行或機構。此等現金或證券可與其他客戶的現金或證券（但非以創陞證券本身賬戶持有的現金或證券）混合，而在此情況下，客戶將與其他客戶一樣，有權就創陞證券為其客戶所持有的現金或證券或此等權利而享有應佔的比例。客戶同意創陞證券有權獨自決定保留任何現金或證券所累算的利息，除客戶與創陞證券另行共同協議，該等現金不獲利息。
- 10.4 Subject to Clause 10.5, ISL shall as soon as reasonably practicable after having been required to do so by instructions from the Client: 在第 10.5 條規限下，創陞證券須於接獲客戶的指示在合理可行情況下盡快：
- (a) (i) procure the registration of any Securities from time to time in the Securities Account in the name of the Client or a person notified by the Client as being the associate of the Client, or (ii) if so instructed, deliver the documents representing or evidencing the Securities to the Client or such associate whereupon such Securities shall cease to be in the Securities Account;
(i) 不時促使證券帳戶內的任何證券以客戶或客戶通知為其代名人 的人士的名義註冊，或(ii)如接獲指示，將代表或證明證券的文件送達 客戶或有關代名人，而於送達後該等證券不再於證券帳戶內；
 - (b) transfer any sum specified in instructions of the Client from the Securities Account to such bank account of the Client as the Client may advise and such transfer shall be deemed to be a good discharge of the obligation to make payment to the Client.
將客戶指示指明的任何款項自證券帳戶轉移至客戶提出的客戶銀行帳戶，有關轉移可視為妥善解除付款予客戶的責任。
- 10.5 The obligations of ISL in Clause 10.4 shall be subject to the other provisions of these Terms and to the right of ISL to require that prior to any withdrawal by the Client, the Client discharges in full all the Liabilities. ISL may, without notice to the Client, discharge any or all the Liabilities out of monies standing to the credit of the Securities Account prior to implementing any registration or transfer pursuant to Clause 10.4 or otherwise may require payment thereof to be made by the Client prior to implementing any registration or transfer pursuant to Clause 10.4.
創陞證券根據第 10.4 條的責任，須受此等條款的其他條文以及創陞證券可要求在客戶提款前須全面履行所有債務 的權利所限制。創陞證券可在毋須向客戶發出通知的情況下，在根據第 10.4 條進行任何註冊或轉讓前，以證券賬戶之進項結餘款項清償任何及全部債務，或在根據第 10.4 條進行註冊或轉讓前，另行要求客戶支付有關款項。
- 10.6 The Client hereby authorizes ISL to act on instructions relating to the Client's Securities, including the exercise of voting and other rights attached to the Securities. ISL may decline to act on any instruction in its absolute discretion without giving any reason thereof or any instruction which is incomplete or ambiguous, or which is not received in sufficient time for ISL to act thereon.
客戶謹此授權創陞證券執行與客戶證券有關的指示，包括行使證券附有的投票權及其他權力。創陞證券可絕對酌情決定拒絕執行任何指示而毋須為此給予任何理由，或該指令為不完整或含糊，或創陞證券並沒有足夠時間緊隨執行該指示。
- 10.7 ISL will pay all dividends, distributions, interest, coupons or benefits relating to the Securities of the Client into the Securities Account. If the Securities in respect of which the dividend, interest, coupons or distribution or other benefit accrues form part of a larger holding of

identical Securities held by ISL for clients, then the Client shall be entitled to the share and proportion of such dividend, distribution, interest, coupons or benefit arising on the larger holding as equals the share or proportion of the Client's holding of Securities to the total larger holding of those Securities.

創陞證券將支付有關客戶證券的所有股息、分派、利息、息票及利益並存入證券帳戶。倘應計股息、利息、息票或分派或其他利益的證券形成創陞證券為客戶所持有的相同證券較大部分之一部分，則客戶有權就其所持證券按比例攤分較大部分證券產生的股息、分派、利息、息票或利益，按相等於客戶所持證券佔該等較大部分證券總額的比例攤分。

- 10.8 If any rights issues, take-over offers, capitalization issues, exercises of conversion or redemption or subscription rights, voting rights and other rights arise in relation to the Client's Securities, ISL or its associate shall use reasonable endeavours to notify the Client of the same and whether and by when any decision and/or payment in relation thereto is required by the Client. Subject to receiving the Client's instructions in time to act thereon (and, where payment is required, to receipt of required cleared funds) ISL or its associate shall arrange for action to be taken, and ISL or its associate shall credit the Securities Account with the resulting securities or cash (if any). If any action is required in respect of such Securities and the Client cannot be contacted or fails to give ISL or its associate punctual or adequate instructions for such action, the Client hereby authorizes ISL or its associate to act, provided that ISL or its associate shall be under no obligation to act, on the Client's behalf in such manner as ISL or its associate shall in ISL's or its associate's absolute discretion think fit including exercising any rights in respect of Securities of which the Client is the beneficial owner but which are registered in the name of ISL's or ISL's associate. ISL and its associate shall not be liable, in the absence of fraud or wilful default, for any action that ISL or its associate may, or may omit to, take in furtherance of such discretion.

倘有關客戶證券產生任何供股、收購建議、資本化發行、行使轉換權、贖回權或認購權、投票權或其他權利，創陞證券或其聯營公司應盡合理的努力通知客戶有關事宜，以及客戶是否須及何時須就有關事宜作出任何決定及/或付款。待收到適時指示作出有關行動（及（如需付款）收到所需資金確數）後，創陞證券及其聯營公司須安排執行有關行動，創陞證券及其聯營公司須將最後所得的證券或現金（如有）計入證券帳戶。倘須就任何有關證券採取任何行動，惟未能聯絡客戶或未能就有關行動給予創陞證券或其聯營公司準時或充足的指令，客戶謹此授權創陞證券或其聯營公司按創陞證券或其聯營公司在創陞證券或其聯營公司的絕對酌情決定下認為適當的方式代客戶作出有關行動（惟創陞證券將或其聯營公司並無責任作出行動），包括就客戶為實益擁有人，但以創陞證券或創陞證券的代名人義註冊的證券行使任何權利。在沒有欺詐行為或故意失責的情況下，創陞證券及其聯營公司毋須為創陞證券及其聯營公司就此等酌情決定可能或可能遺漏的進一步任何行動負責。

- 10.9 The Client hereby authorizes ISL or its associate in connection with ISL's or its associate's custodial services to take all such action as may be required to comply with applicable laws, Rules, regulations and rules of exchanges, including withholding and/or making payment of tax or duties payable in respect of cash or Securities in the Securities Account. The Client acknowledges that neither ISL nor its associate shall be liable in respect of any call, installment or other payment in relation to the Securities held by ISL or its associate in the Securities Account.

客戶謹此就創陞證券及其聯營公司的保管服務授權創陞證券或其代名人採取一切所需行動以遵守適用法例、規則、交易所條例及規則，包括就證券帳戶內的現金或證券預扣及/或支付應付的稅項或印花稅。客戶確認創陞證券及其聯營公司均毋須就創陞證券或其聯營公司於證券帳戶內持有的證券的任何催交、分期付款或其他款項負責。

- 10.10 ISL or its associate shall levy charges as determined by ISL or its associate from time to time for ISL's or its associate's custody services together with all costs, expenses and disbursements incurred by ISL or its associate in connection with the custodian service provided hereunder. Such charges, costs, expenses and disbursements may be deducted by ISL from the Securities Account or other accounts maintained by the Client with ISL.

創陞證券及其聯營公司可就創陞證券或其聯營公司的保管服務按創陞證券或其聯營公司不時決定徵收費用，連同創陞證券或其聯營公司就根據本文件提供託管服務而涉及的所有費用、開支、費用及開銷徵費。創陞證券會自客戶於創陞證券開設的證券帳戶或其他帳戶中扣除此等收費、費用、開支及開銷。

- 10.11 ISL shall provide the Client with statements of the Securities Account on a monthly basis or at such intervals as ISL shall decide in its absolute discretion. The Client agrees that the Client must examine and verify such statements and will inform ISL of any mistake, omission, disagreement or unauthorized transactions within 7 days from the date the said statement was sent. If the Client fails to do so, the Client shall not be entitled to dispute any transaction or entry recorded in such statements and accepts such statements as final and conclusive and the same shall be binding on the Client for all purposes.

創陞證券須按其絕對酌情決定按月或每隔一段時期向客戶提供證券帳戶結單。客戶同意其必審閱及核實有關結單，並在該結單寄出的7天內，通知創陞證券任何錯誤、遺漏、不同意的事項或未經授權的交易。倘客戶未能就上述事項通知創陞證券，客戶將無權就任何交易或該結單內記載事項提出爭議，並接受該報表為最終及不可推翻，另此對客戶各方面具同等約束力。

- 10.12 ISL shall issue the Client with contract notes and authorized documents as evidence of execution of sale or purchase of Securities or additional investments in Securities on behalf of the Client. Where several documents relating to a series of transactions are involved, these will normally be held until the series is complete, when they will be forwarded to the Client.

創陞證券須向客戶發出成交單據及授權文件，以作為代客戶執行證券買賣或證券其他投資的憑證。當涉及連串交易數份文件時，通常會待連串交易完成後才將所有文件轉遞予客戶。

- 10.13 Any notice to be given by the Client pursuant to these Terms shall specify the names of the persons to whom ISL shall deliver the Securities or monies in the Securities Account. If notice of termination is given by ISL the Client shall, within 7 days or such longer period as ISL may agree following the giving of such notice, deliver to ISL a written notice specifying the names of the persons to whom ISL shall deliver the Securities or monies in the Securities Account. In either case, ISL shall deliver such Securities and monies to the persons so specified, after deducting there from all Liabilities. If after 7 days or such longer period as ISL may agree following the giving of a notice of termination by ISL, if ISL does not receive from the Client any written notice as aforesaid, ISL shall continue to hold such Securities and monies until a written notice as aforesaid is delivered to ISL, but without being subject to the obligations imposed on ISL hereunder and the Client is liable for all costs, expenses, fees and charges as imposed by ISL for such purpose until actual delivery of the Securities and monies to the Client or other person specified by the Client.

客戶按此等條款發出的任何通知須指明創陞證券將交付證券帳戶內證券或款項予該等人士的姓名。倘創陞證券發出終止通知，

客戶須在發出通知後 7 天內或創陞證券同意的較長期限內向創陞證券提交書面通知指明創陞證券將交付證券帳戶內證券或款項予該等人士的姓名。在任何一個情況下，創陞證券均會從中扣除所有債務後將此等證券或款項交付予所指明人士。倘於創陞證券發出的終止通知 7 天後或創陞證券同意的較長期限後，創陞證券仍未收到客戶提交前述的任何書面通知，創陞證券將繼續持有該等證券及款項直至收到前述的書面通知，但不受本文件訂明創陞證券的責任所限。客戶須負責創陞證券為此徵收的所有費用、開支、收費及徵費，直至證券及款項實際交付予客戶或客戶指明的其他人士。

11. ISL's use of Securities as collateral

創陞證券以證券作抵押品

11.1 The Securities and Futures (Client Securities) Rules provide that a licensed corporation shall neither deposit nor lend a Client's securities or securities collateral against loans or advances made to the licensed corporation for any purpose except with the specific written authority of the client concerned. The Client may give consent pursuant to the Securities and Futures (Client Securities) Rules to ISL and, if so, shall do so in a form to be provided to the Client by ISL. This form of consent will comply with the Securities and Futures (Client Securities) Rules which requires that, in the case of non-professional investors, any such consent shall specify the period for which it is current but shall remain in force for a period specified in such consent and shall, in any event, not exceed twelve months.

除非客戶特定書面授權，否則根據《證券及期貨(客戶證券)規則》規定，持牌法團不得存放或借出客戶證券或其就貸款或墊款對持牌法團所作的證券抵押品作任何用途。客戶可按《證券及期貨(客戶證券)規則》向創陞證券作出同意，倘作出有關同意則客戶須填寫由創陞證券提供的表格。此同意表格須遵從《證券及期貨(客戶證券)規則》，規定非專業投資者作任何此等同意時，須註明其現行及將維持 有效的期限，但不論在任何情況下不得超過十二個月。

11.2 Notwithstanding Clause 11.1, ISL is authorized by the Client to deposit the Securities with any relevant Clearing System, ISL's associate, or other entity pursuant to Clause 10, or for the purpose of enforcing the security created under these Terms or any sale of Securities permitted by these Terms including any sale to realize monies to make any payment due to ISL pursuant to these Terms.

儘管有第 11.1 條的規定，創陞證券獲客戶授權存放證券於任何有關的結算系統、創陞證券聯營公司或按第 10 條所規定的其他實體，或作為執行此等條款下設立的抵押，或此等條款許可的任何證券 沽售，包括任何沽售以變現款項支付根據此等條款應付予創陞證券的任何款項。

12. ISL's Material Interests

創陞證券的重大權益

12.1 When effecting any Transaction in Securities for the Client, ISL, its associate, subsidiary or associated company, may have an interest, relationship or arrangement that is material in relation to the Transaction in Securities or the Securities concerned. The Client agrees that ISL may, notwithstanding any such interest, relationship or arrangement, effect Transactions in Securities for the Client with or through any of its associates, subsidiaries or associated companies, and ISL, its associates, subsidiaries or associated companies may:-

當為客戶執行任何證券交易時，創陞證券、其聯營公司、附屬公司或聯營公司或會擁有涉及有關證券交易或有關證券的重大利益、關係或安排。客戶同意創陞證券不論任何該等利益、關係或安排，均可為客戶與或經任何其聯營公司、附屬公司或聯營公司執行證券交易，而創陞證券、其聯營公司、附屬公司或聯營公司可：—

- (a) be the counterparty as principal for its own account in respect of any Transactions in Securities effected by the Client;
成為對手方就客戶執行的任何證券交易作為其本身帳戶的主事人；
- (b) effect Transactions in Securities in circumstances when it, any of its associates or subsidiaries has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise; or
當其、任何其聯營公司或附屬公司持有證券或以包銷商、保薦人或 其他身分涉及該等證券的情況下執行證券交易；或
- (c) match the Client's orders with those of other clients.
將客戶與其他客戶的買賣盤配對。

12.2 In the absence of fraud or wilful misconduct on the part of ISL, ISL shall not be liable to the Client for any claims against ISL or any of its associates, subsidiaries or associated companies in relation to any transaction referred to in Clause 12.1 including any claims to the effect that ISL or any of its associates or subsidiaries account to the Client for any emoluments, commissions, profits or any other benefits whatsoever earned or received by ISL or any of its associates or subsidiaries in relation to any such transactions.

創陞證券在沒有欺詐行為或故意的不當行為下，創陞證券毋須為客戶承擔因第 12.1 條所述任何交易而向創陞證券或其聯營公司、附屬公司或聯營公司所作的任何索求，包括創陞證券或其任何聯營公司或附屬公司聯營公司須向客戶負責創陞證券或其 任何聯營公司或附屬公司在任何該等交易所賺取或收到的任何報酬、佣金、溢利或任何其他利益的索求。

13. Events of default

違約事件

13.1 Any one of the following events shall constitute an event of default ("Event of Default"):

下列任何一件事件均構成違約事件(「違約事件」)：

- (a) the Client's failure to pay any deposits or any other sums payable to ISL or its Associates or submit to ISL any documents or deliver any Securities to ISL hereunder, when called upon to do so or on due date;
客戶無法按照創陞證券要求支付或逾期未能向創陞證券 或其聯營公司支付任何存款或應付款項、或未能向創陞證券提 交任何文件或交付任何證券；
- (b) default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;

客戶未履行本協議的任何條款，及未遵守任何附例、規則和相關交易所和/或結算所的規則和規例；

- (c) the filing of a petition in bankruptcy, 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 is judicially declared 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 levy or enforcement of any attachment, execution or other 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 warranty made by the Client to ISL in this Agreement or in any document being or becoming incorrect or misleading;
客戶在本協議或任何文件中向創陞證券作出的任何陳述或保證不正確或誤導；
- (g) any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
客戶（指有限公司客戶或合夥公司客戶）簽署本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中止或終止或不再全面有效；及
- (h) the occurrence of any event which, in the sole opinion of ISL, might jeopardize any of its rights under this Agreement.
創陞證券認為發生了可能危及創陞證券在本協議所擁有權利的任何事件。

13.2 If an Event of Default occurs, without prejudice to any other rights or remedies that ISL may have against the Client and without further notice to the Client, ISL shall be entitled to:

如果發生違約事件，在無損創陞證券的其他權利或創陞證券向客戶獲得補償的權利，及無需進一步通知客戶的情況下，創陞證券有權採取以下行動：

- (a) immediately close the Account;
立即結束帳戶；
- (b) terminate all or any part of this Agreement;
終止本協議的全部或任何部分；
- (c) cancel any or all outstanding orders or 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；
- (d) close any or all contracts between ISL and the Client, cover any short position of the Client through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Client through the sale of Securities on the relevant Exchange(s);
將創陞證券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空倉，或在相關交易所賣出證券以結清客戶的任何長倉；
- (e) dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to ISL or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by ISL in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
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創陞證券及其聯營公司的未清餘額，包括創陞證券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；
- (f) borrow or buy any Securities required for delivery in respect of any sale effected for 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
- (g) combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 21.
根據條款第 21 條，合併、整合和抵銷客戶的任何或所有帳戶。

All amounts due or owing by the Client to ISL under this Agreement shall become immediately due and payable if an Event of Default occurs.

如果違約事件發生，根據本協議客戶欠創陞證券的所有到期或欠下的款項將立即到期付款並須立刻繳交。

13.3 In the event of any sale pursuant to this Clause:

若根據本條款出售任何證券：

- (a) ISL shall not be responsible for any loss occasioned thereby howsoever arising if ISL has used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;
如果創陞證券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，創陞證券將不承擔因此導致的任何損失；
- (b) ISL shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any

person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by ISL and/or any of the Associates; and
創陞證券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。本公司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 創陞證券和/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 ISL any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to ISL.

如果賣出證券獲得的淨收益不足以彌補客戶欠創陞證券的款項，客戶同意向創陞證券支付其不足部分。

14. Charge 抵押

- 14.1 The Client hereby charges the Charged Securities as a continuing security for the payment and satisfaction on demand of all the Liabilities. 客戶謹此就已抵押證券作出押記，作為支付及符合一切債務要求的持續擔保。

- 14.2 If the Client fails to comply with any demand by ISL for payment of any Liabilities, otherwise fails to pay any or all of the Liabilities when due, is in material breach of its obligations under these Terms or is dissolved, then:-
倘客戶未有遵從創陞證券提出支付任何債務的要求、因其他理由未有於到期時支付任何或全部債務、嚴重違反其根據此等條款的責任或遭解散，則：

- (d) the charge in Clause 14.1 shall be immediately enforceable; and
第 14.1 條中的押記須即時執行；及
- (e) ISL (or where appropriate ISL's associate acting upon instructions from ISL) may, without notice to the Client:-
創陞證券(或按創陞證券指示行動的創陞證券聯營公司(倘適用))可能在毋須通知客戶的情況下：
- (i) appropriate, transfer or set-off the whole or any part of any monies comprised in the Charged Securities in or towards payment or discharge of any of the Liabilities; and/or
撥付、轉讓或抵銷已抵押證券內全部或任何部分款項或支付或履行任何債務；及/或
- (ii) sell or dispose of the Charged Securities or any part thereof either together or in parcels or in such other manner and for such consideration (whether payable or deliverable immediately or by installments) as ISL may think fit.
一併或分份或以其他方式按創陞證券認為適合的代價(即時或分期支付或交付)沽售或出售已抵押證券或已抵押證券的任何部分。

- 14.3 ISL and ISL's associate shall not be in any way responsible for any loss occasioned by any action taken pursuant to Clause 13.2, howsoever such loss may have been caused or arisen, and whether or not a better price could or might have been obtained on such action, by either deferring or advancing the date of taking such action.
創陞證券及創陞證券的聯營公司毋須就根據第 13.2 條所採取的行動而產生的任何損失負上任何責任，不論該等虧損如何引致或產生，亦不論推遲或提早採取該行動日期是否可以或可能取得更佳的價格。

- 14.4 Without prejudice to the generality of Clause 13.2, ISL (or, where appropriate, ISL's associate) shall be entitled to appropriate to ISL or sell or dispose of the Charged Securities or any part thereof at the current market price thereof to any subsidiary or associated company of ISL without being:-
在不影響第 13.2 條的一般性的原則下，創陞證券(或創陞證券聯營公司(倘適用))有權向創陞證券撥付或以已抵押證券的市場價向創陞證券的任何附屬公司或聯營公司沽售或出售已抵押證券或已抵押證券的任何部分，而毋須：

- (a) in any way responsible for any loss occasioned thereby howsoever arising; and
就任何形式產生的任何損失負上任何責任；及
- (b) accountable for any profit made by ISL (or, where appropriate, ISL's associate as its agent) and/or any subsidiary or associated company of ISL; and the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Securities to the exclusion of the Client and in extinguishment of its interests therein, unless ISL shall otherwise notify the Client (whether before or after the relevant appropriation or foreclosure has been effected), in which latter event any such appropriation or foreclosure shall be treated as a sale of the Charged Securities at a fair market value and the Liabilities shall be reduced by an equivalent amount.
就創陞證券(或作為創陞證券代理的代名人(倘適用))及/或創陞證券的任何附屬公司或聯營公司所得的任何溢利負責；且不應被視為已抵押證券不包括客戶及終絕其於已抵押證券的利息的全部撥付或止贖，除非創陞證券另行通知客戶(不論有關撥付或止贖生效前或後)，而任何該撥付或止贖須被視為按公平市值出售已抵押證券，而債務則須按同等金額減少。

- 14.5 If there is any deficiency arising after the sale or disposal of Charged Securities, the Client hereby undertakes to make good and pay on demand to ISL such deficiency.
倘於沽售或出售已抵押證券後產生任何虧絀，則客戶謹此承諾應創陞證券要求就該虧絀作出補償及支付款項。

- 14.6 The amounts realized by the exercise or enforcement of the charge created pursuant to Clause 12.1 shall be applied against the Liabilities in such order of priority as ISL may in its absolute discretion determine.
行使或執行根據第 14.1 條設定的押記的變現金額須按照創陞證券以其全權酌情釐定的優先次序支付債務。

- 14.7 The charge created pursuant to Clause 14.1 shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of the Liabilities. Without prejudice to the foregoing, the charge created pursuant to Clause 14.1 shall subsist and continue to have full force and effect after the termination of these Terms until the Client has fully discharged all Liabilities.
根據第 14.1 條設定的押記須為一項持續擔保，而不管帳戶的中期 付款或結清或已履行全部或部分債務。在不影響上述的原則下，根據 第 12.1 條設定的押記須於終止此等條款後一直及持續十足有效及生 效，直至客戶全面履行所有債務為止。
- 14.8 The charge created by Clause 14.1 shall be in addition to and shall not affect or be affected by any other encumbrance, guarantee or indemnity which ISL may now or in the future hold or take in respect of the Liabilities and may be enforced by ISL without prior recourse to any such other encumbrance guarantee or indemnity.
根據第 14.1 條設定的押記須附加於創陞證券現時或將來就債 務而持有或作出的任何其他產權負擔、擔保或彌償，且不對該等產權負擔、擔保或彌償構成影響其或受其影響，而創陞證券可執行任何該等產權負擔、擔保或彌償而毋須追索過往。
- 14.9 Any monies realized pursuant to the charge created pursuant to Clause 14.1 may be placed and kept to the credit of a suspense account for so long as ISL or its associate may in its absolute discretion determine without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the Liabilities.
根據第 14.1 條設立的押記已變現的任何款項，可按照創陞證券或其代名人全權酌情決定的時間存放及保存於暫記帳的進項，而毋須在此期間應用上述款項或款項的任何部分以履行債務。
- 14.10 The charge created pursuant to Clause 14.1 shall not be discharged by any amendment or variation to these Terms or by the dissolution or insolvency of the Client. Where the Client is a firm and there is a dissolution, the charge shall apply to all indebtedness incurred in the firm's name until receipt of actual notice of dissolution and, if the dissolution is by reason only of the introduction of one or more partners, the charge shall continue and, in addition to the debts and liabilities of the firm then dissolved, the charge shall apply to the firm constituted with new partners as if there had been no change in the firm.
根據第 14.1 條設定的押記不得因修訂或更改此等條款，或因客戶 解散或無力償債而解除。倘客戶為一家商號且遭解散，該押記須用作償付以商號名義產生的一切債項，直至收到解散的實際通知為止。倘 解散僅因引入一名或以上合夥人所導致，則該押記將會繼續，除當時 已解散商號的負債及債務，該押記須應用於由新合夥人組成的商號， 猶如該商號並無出現變動。
- 14.11 The Client covenants with ISL that it will not create or permit to subsist any encumbrance (other than any encumbrance arising by operation of law) over or dispose of any Charged Securities or the Securities Account, other than as provided for in these Terms.
客戶向創陞證券契諾，除此等條款規定者外，其不會設定或 允許持續已抵押證券或證券帳戶的任何產權負擔（因法例而產生的 任何產權負擔除外），或出售任何已抵押證券或證券帳戶。

15. Client's Representations and Warranties

客戶聲明及保證

- 15.1 The Client represents and warrants for so long the Client maintains the Securities Account with ISL and on the giving of each instruction to ISL in relation to a Transaction in Securities that:-
客戶聲明及保證，倘客戶維持於創陞證券的證券帳戶，就證券交易向創陞證券發出指示時：
- (a) the Client will be the ultimate originator of all Transactions in Securities and is dealing on its own account as beneficial owner of the relevant Securities and the Securities Account and that no one other than the Client has any interest in the Securities in or held for the Securities Account save that where the Securities Account is opened by the Client acting as an agent, and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent that it is the beneficial owner and shall in lieu represent and warrant that the beneficial owner is as advised in the Account Opening Form;
客戶將為所有證券交易的最終發出人，並作為有關證券及證券帳 戶的實益擁有人以其本身帳戶進行交易，除客戶之外， 其他任何人概 無對該等證券或證券帳戶擁有任何權益，除非證券帳戶乃由客戶作為代理人開立，並在開戶表格中予以 披露，客戶將毋須保證或聲明其為實益擁有人，而實益擁有人須如開戶表格中填寫以代替聲明及保證；
 - (b) the information provided in the Account Opening Form is true and correct;
開戶表格中提供的資料均屬真實準確；
 - (c) the Client has or will have good and unencumbered title as beneficial owner to all Securities which the Client instructs ISL to sell or otherwise dispose of for the Securities Account in accordance with these Terms save that where the Securities Account is opened by the Client acting as an agent and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent it is the beneficial owner, but instead that the beneficial owner is as advised in the Account Opening Form;
客戶就客戶指示創陞證券沽售或根據此等條款就證券帳戶以 其他方式出售的所有證券作為實益擁有人，擁有或將會擁有妥善及無產權負擔的所有權，除非證券帳戶乃由客戶作為代理人開立，並在開戶表格中予以披露，客戶將不得保證或 聲明其為實益擁有人，而實益擁有人乃如開戶表格中填寫；
 - (d) all necessary consents or authorizations which may be required for the signing of these Terms and for the carrying out of any Transaction in Securities on any Market have been obtained and are in full force and effect;
已取得簽署此等條款及於任何市場上進行任何證券交易所需的一切必須同意或授權，並具有十足效力及生效；
 - (e) the Client has the authority and power and legal capacity to open the Securities Account and to perform its obligations under these Terms and these Terms constitute valid and legally binding obligations of the Client; and
客戶具有開立證券帳戶及根據此等條款履行其責任的授權、權力 及法定資格，此等條款對客戶構成有效及具有法律約 束力的責任；及

- (f) the Client is not a U.S. person and will not acquire or hold Securities beneficially owned by or for a U.S. person or in violation of any applicable law.
客戶並非美國人士，且不會收購或持有任何由或就美國人士實益擁有的證券，或違反任何適用法例。
- 15.2 The Client represents and warrants that the information provided in any completed Account Opening Form is complete and accurate and that ISL may rely on information provided in the Account Opening Form until ISL has received written notice from the Client of any changes therein. The Client shall promptly notify ISL in writing of any material changes in the information provided pursuant to these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account.
客戶聲明及保證於任何填妥開戶表格中填寫的資料均屬完整且準確，創陞證券可倚賴開戶表格中所填寫的資料，直至創陞證券收到客戶關於對該等資料作出變更的書面通知。客戶應立即以書面通知創陞證券有關根據此等條款提供的資料或根據此等條款或就 證券帳戶訂立的任何協議的任何重大變更。
- 15.3 The Client undertakes to ISL to do or execute any act, deed, document or thing which ISL requires the Client to do being in the reasonable opinion of ISL necessary or desirable in connection with the implementation and enforcement of these Terms including the execution by the Client of an irrevocable power of attorney appointing ISL the lawful attorney of the Client to do and execute all such acts, deeds, documents or things on behalf of the Client as ISL considers necessary or desirable in connection with such implementation and enforcement. The Client agrees to ratify or confirm all such acts, deeds, documents or things by ISL.
客戶對創陞證券承諾，作出或簽立任何創陞證券合理認為實施及執行此等條款所必須或適宜而要求客戶作出的任何行動、契據、文件或事項，包括客戶簽立不可撤銷的授權書，委任創陞證券出任客戶的合法代理人，代表客戶作出及簽立所有創陞證券認為有關實施或執行此等條款所必要的行動、契據、文件或事項。客戶 同意追認或確認創陞證券作出的所有有關行動、契據、文件或事項。
- 15.4 The Client agrees to do such acts and things and to execute such documents as are necessary or are in the reasonable opinion of ISL desirable to ratify or confirm anything done by ISL, its associate or subsidiary or any other entity instructed by any of them in the proper exercise of any right or power conferred by these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account.
客戶同意作出創陞證券合理認為必須的行為及事項並簽立有關文件以追認或確認創陞證券、其聯營公司、附屬公司或聯營公司或任何彼等指示的任何其他實體適當行使任何此等條款或任何根據 此等條款或就證券帳戶訂立的任何協議所授予的任何權利或權力。
- 15.5 Where the Client effects Transactions in Securities for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching Transactions in Securities as principal with its clients, the Client hereby agrees that where ISL has received an enquiry from the Hong Kong Regulators, the following provisions shall apply:-
若客戶為其客戶的帳戶執行交易，不論以全權或非全權基準，以及不論作為代理人或作為主事人與客戶的任何客戶進行證券交易對盤，客戶謹此同意，若創陞證券接獲香港監管機構就交易作出查詢時，以下條文將適用：
- (a) subject as provided below, the Client shall, immediately upon request by ISL (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators directly of the identity, address, occupation and contact details of the client for whose account the Transaction in Securities was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transaction in Securities, including (in the case of a back to back principal to principal Transaction in Securities) the counterparty with whom the Client is transacting; the Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the Transaction in Securities;
根據下文所規定，客戶須按創陞證券的要求（該要求須包括香港監管機構的有關聯絡詳情），即時知會香港監管機構執行證券交易 帳戶的客戶及（據客戶所知）在證券交易中擁有最終實益權益的人士 的身份證明、地址、職業及聯絡資料，該等人士包括客戶交易的對手（就背對背形式主事人對主事人的交易而言）。客戶亦須知會香港監管機構任何提出證券交易的第三方（若非該客戶/最終受益人）的身份、地址、職業及聯絡資料；
- (b) if the Client effected the Transaction in Securities for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by ISL (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the Transaction in Securities;
若客戶就集體投資計劃、全權委託帳戶或全權信託執行證券交易，客戶須按創陞證券的要求（該要求須包括香港監管機構的有關聯絡詳情），即時知會香港監管機構該計劃、帳戶或信託的身份證明、地址、聯絡資料及（如適用）代表該計劃、帳戶或信託指示客戶 執行證券交易的人士的身份證明、地址、職業及聯絡資料；及
- (c) if the Client effected the Transaction in Securities for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform ISL when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden; in the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by ISL (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in respect of the Transaction in Securities;
若客戶就集體投資計劃、全權委託帳戶或全權信託執行證券交易，客戶須在切實可行範圍內盡快知會創陞證券其代表該計劃、帳戶或信託作出投資的酌情權被推翻。倘客戶的投資酌情權被推翻，客戶須按創陞證券的要求（該要求須包括香港監管機構的有關聯絡詳情），即時知會香港監管機構作出該證券交易指示的人士的身份證明、地址、職業及聯絡資料；
- (d) if the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity,

address, occupation and contact details of the underlying clients for whom the Transaction in Securities was effected, the Client confirms that:-

若客戶知悉其客戶為其有關客戶充當中介人，而客戶並不知悉該行該證券交易的有關客戶的身份證明、地址、職業及聯絡資料，客戶確認：-

- i. it has arrangements in place with its client which entitle the Client to obtain the information set out in paragraphs (b) and (c) from its client immediately upon request or procure that it be so obtained; and
客戶與其客戶設有安排，就此授權客戶，在要求下即時向其客戶索取載於(b)及(c)段所述的資料或促使取得該等資料；及
 - ii. it will, on request from ISL in relation to a Transaction in Securities, promptly request the information set out in paragraphs (b) and (c) from the client on whose instructions the Transaction in Securities was effected, and provide the information to the Hong Kong Regulators as soon as received from its clients or procure that it be so provided;
客戶將按創陞證券就證券交易的要求，盡速向執行該證券交易指示的客戶索取載於(b)及(c)段所述的資料，並從其客戶取得該等資料後盡快提供予香港監管機構或促使提供該等資料；
- (e) the Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account Transactions in Securities may be effected and (where appropriate) complied with the requirements of the Personal Data (Privacy) Ordinance such that it is able to release information to the Hong Kong Regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transaction in Securities, and (if different from the client/ultimate beneficiary) of the person(s) who originated the Transaction in Securities, provided always that the parties hereto agree that the provisions of this Clause 14.5 shall continue in effect notwithstanding the termination of these Terms.

客戶確認，（如必要）其已從持有執行證券交易的帳戶的客戶、集體投資計劃、全權委託帳戶或全權信託取得一切有關同意或豁免，並（如適用）遵守《個人資料（私隱）條例》的規定，故可將該等客戶、集體投資計劃、全權委託帳戶或全權信託及於該等證券交易擁有最終實益權益人士及提出證券交易的人士（如不是客戶/最終受益人）的身份及聯絡方法傳送給香港監管機構。惟以協議各方始終同意，本條第 14.5 條的規定即使此等條款終止仍繼續有效為前提。

- 15.6 The Client acknowledge that decision regarding Transactions in Securities will be made by the Client at its discretion and risk and without reliance on any advice from ISL. ISL shall not owe the Client any duty to advise on the merits or suitability of any Transactions in Securities. 客戶承認所有證券交易全由客戶決定及承擔風險，並沒有依賴創陞證券的意見。創陞證券並無責任向客戶提供各證券交易的利
好性或適合性的意見。

16. Amendments 修訂

ISL shall notify the Client promptly in writing of any material changes in the information provided under these Terms or any agreement entered into pursuant to the Terms or relating to the Securities Account. ISL may at its discretion amend, delete or substitute any of the terms herein or add new terms to these Terms by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition 7 days prior to such change taking effect (unless any such change is not within ISL's control) and such change shall (save as aforesaid) be deemed incorporated herein (and shall form part of these Terms) unless objected to in writing by the Client within 7 days from the date of such notice.

創陞證券須盡快以書面通知客戶有關根據此等條款提供的資料或根據此等條款或就證券帳戶訂立的任何協議的任何重大變更。創陞證券可酌情修訂、刪除或取替本文件內的任何條款或在本此等條款中加入新條款（透過於有關變動生效 7 天前向客戶發出書面通知有關修訂、刪除、取替或加入），除非有關變動並非在創陞證券控制之內。除非創陞證券於發出有關通知後 7 天內收到客戶的反對通知書，否則有關變更(上文所述除外)須視為於本文件中包含(並為此等條款的一部分)。

17. Assignment 轉讓

The Client may not assign or transfer its rights and obligations under these Terms. ISL may assign or transfer any of its rights and obligations under these Terms without the prior consent of the Client.

客戶不得出讓或轉讓其於此等條款項下的權利及責任。創陞證券可出讓或轉讓其於此等條款項下的任何權利及責任，而毋須客戶的事先同意。

18. Severability 可分割性

Any provision in these Terms which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions hereof or the legality, validity or enforceability of such provision in any other jurisdiction.

此等條款中的任何條文倘因任何理由而於任何司法管轄權區為不合法、無效或不能執行，所失效的條文將僅限於屬不合法、無效或不能執行的條文，而將不會影響此等條款中其他規定的合法性、有效性或可執行性，或在任何其他司法管轄區的合法性、有效性或可執行性。

19. Termination 終止

- 19.1 Either party may terminate these Terms at any time by 7 Business Days' notice in writing. This shall not affect any obligations which have arisen under these Terms on or prior to the date of termination.

此等條款可通過任何一方隨時向另一方發出不少於七個營業日的書面通知後予以終止。這將不會影響於終止日期或之前，根據此等條款所產生的任何責任。

- 19.2 Upon termination of these Terms under Clause 19.1, all amounts due or owing by the Client to ISL under these Terms shall become immediately due and payable. ISL shall cease to have any obligation to effect any Transaction in Securities on behalf of the Client in accordance with the provisions of these Terms, notwithstanding any instructions from the Client to the contrary.

根據條款第 19.1 條終止此等條款後，根據此等條款客戶應付或尚欠創陞證券的所有款項應立即償還及支付。創陞證券將再無責任根據此等條款為客戶執行證券交易，即使收到客戶的任何買賣盤指示。

- 19.3 As soon as practicable after termination of these Terms, ISL shall sell, realize, redeem, liquidate or otherwise dispose of all or part of the Client's Securities for such consideration and in such manner as ISL shall in its absolute discretion consider necessary to satisfy first, all costs, charges, fees and expenses (including legal expenses) incurred by ISL in such sale, realization, redemption, dissolution or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to ISL and outstanding (whether actual or contingent, present or future or otherwise) under these Terms and second, all other Liabilities, at the Client's sole risk and cost and without incurring any liability on the part of ISL for any loss or damage incurred by the Client.

於此等條款終止後，創陞證券須在切實可行範圍內盡快以創陞證券全權酌情認為必須的代價及方式出售、變現、贖回、清算或另行處置所有或部分客戶證券，首先作為支付創陞證券就有關出售、變現、贖回、清算或另行處置而涉及的一切成本、收費、費用及開支（包括法律開支），以及根據此等條款應付或欠負創陞證券的所有其他金額及款項及應計創陞證券而並未清償的其他債務（不論屬實際或或然，現在或未來或其他形式），其次則作為支付所有其他債務，由客戶承擔全部風險和費用，創陞證券亦毋須就客戶的任何損失或損害而承擔任何部分責任。

- 19.4 Any cash proceeds remaining after satisfaction of all sums specified in Clause 19.3 shall be credited to the Securities Account, and be returned to the Client as soon as practicable. All Securities not realized or disposed of together with any relevant documents of title in ISL's possession shall be delivered to the Client at the Client's sole risk and expense. ISL shall have no liability for any loss or damage incurred by the Client arising from such delivery.

償付第 19.3 條規定所有款項後，任何剩餘的現金款項須轉入證券帳戶，並在切實可行範圍內盡快歸還予客戶。創陞證券擁有的所有未變現或未出售證券連同任何有關所有權文件須交付予客戶，並由客戶承擔全部風險和費用。創陞證券對任何因該交付引致的任何損失或損害毋須承擔任何責任。

- 19.5 If there is a debit balance on the Securities Account after application of the sale proceeds pursuant to Clause 17.3, the Client shall immediately pay to ISL an amount equal to such debit balance together with ISL's cost of funding such amount and interest at the rate of 5 percent above the prevailing prime rate or best lending rate for the relevant currency as determined by ISL in its absolute discretion from time to time up to the date of actual receipt of full payment by ISL (after as well as before any judgment).

倘若根據第 19.3 條應用銷售所得款項後，證券帳戶尚有債項餘額，客戶須立即向創陞證券支付相等於該債項餘額的款項連同創陞證券的籌集該款項的成本及按創陞證券以絕對酌情權決定就有關貨幣的現行或不時最優惠或最佳借款利率加百分之 5 計算的利息，直至創陞證券實際收到全數款項為止（任何判決前後）。

20. Liability and Indemnity

責任及彌償

- 20.1 The Client agrees that ISL shall not be liable for any loss or liability which the Client may incur (including losses and liabilities resulting from Transactions in Securities executed by any brokers and dealers) unless due to fraud, gross negligence or willful default on the part of ISL or a broker or dealer which is an affiliate of ISL.

客戶同意，創陞證券毋須對任何客戶可能涉及的任何損失或責任（包括因任何經紀或交易商執行證券交易導致的損失和責任）負上責任，除非由於創陞證券或創陞證券的聯屬公司欺詐、嚴重疏忽或故意失責所致。

- 20.2 The Client shall indemnify ISL from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, legal expenses and other expenses or disbursements of any kind or nature whatsoever (other than those resulting from fraud, gross negligence or willful default on the part of ISL) which may be imposed on, incurred by or asserted against ISL (or any of its directors, officers, delegates, agents, employees, associates, correspondents or representatives) in performing its services under these Terms or resulting from the default or breach by the Client of any provision of, or any of the Client's obligations under, these Terms, save where the same were caused by ISL or the relevant person's own fraud, gross negligence or willful default.

客戶須就創陞證券根據此等條款履行其服務時或客戶此等條款的任何條文或客戶根據此等條款的任何責任而導致施加於、涉及或向創陞證券（或其任何董事、高級人員、獲授權人、代理、僱員、代名人、通信人或代表）提出的任何及一切債務、責任、損失、損害、罰款、起訴、裁決、訴訟、費用、法律開支及其他開支或任何類別或性質的開銷（因創陞證券欺詐、嚴重疏忽或故意失責所致者除外）向創陞證券作出彌償，惟因創陞證券或有關人士本身的欺詐、嚴重疏忽或故意失責除外。

- 20.3 The Client shall further indemnify ISL against any claim which may be made against ISL by a purchaser or any other person by reason of any defect in the title of the Client to the Securities.

客戶須進一步就買方或任何其他人士由於客戶對證券所有權任何不妥而對創陞證券作出之任何申索而對創陞證券作出彌償。

21. Combination and Set Off

合併及抵銷

- 21.1 ISL may, at any time and without notice to the Client, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Client's accounts with ISL (including the Securities Account) at any of its branch offices or with any subsidiaries or associated companies and set-off or transfer any Securities, receivables held in or for the account of, or monies standing to the credit of, any one or more of such accounts in or towards satisfaction of any of the Liabilities. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange

conclusively determined by ISL to be applicable.

創陞證券可於任何時間，毋須通知客戶，即使任何帳戶結算 或不論其他任何事情，合併或綜合客戶於創陞證券任何分行辦事處或任何附屬公司或聯營公司開設的所有或任何帳戶（包括證券帳戶），以及抵銷或轉讓於一個或以上該等帳戶持有之任何證券、應收款項或任何進項的款項，以履行任何債務。倘任何有關抵銷、綜合、合併或轉撥須將一種貨幣轉換為另一種貨幣，則須按由創陞證券 確切認為適用的匯率進行。

- 21.2 For the purpose of exercising the right of set-off or of discharging any Liabilities, ISL may sell or dispose of any of the Securities, receivables or monies from time to time held in or for the account of the Securities Account or any other account with ISL. ISL shall be under no duty to the Client as to the price obtained in respect of any such sale or disposal.

為行使抵銷或清償任何債務的權利，創陞證券可沽售或出售 不時於創陞證券的證券帳戶或任何其他帳戶持有之任何證券、應收款項或款項。關於任何該等沽售或出售獲取的價格，創陞證券對客戶並不承擔責任。

22. Joint and Several Liability/Successors

聯名及個別責任/繼承人

- 22.1 If these Terms are signed by more than one person or are signed by one person for itself and on behalf of others (whether a partnership or otherwise):

倘若此等條款由一人以上簽署或由一人本身或代表其他人（合夥商號或其他情況）簽署，則：

- (f) the expression "Client" shall include each such person (a "Joint Client") and the liability of Joint Clients under these Terms shall be joint and several;
「客戶」須包括各該等人士（「聯名客戶」），而聯名客戶根據此等條款的責任須共同及個別承擔；
- (g) any instruction in relation to the Securities Account given or purported to be given by any one or more of the Joint Clients shall be treated as a valid instruction by all Joint Clients;
由一名或以上聯名客戶發出或聲稱由一名或以上聯名客戶發出的證券帳戶的任何指示須被視為所有聯名客戶共同發出的有效指示；
- (h) any demand for payment on any one or more of the Joint Clients shall be treated as a valid demand on all Joint Clients;
對一名或以上聯名客戶付款的索求須被視為對所有聯名客戶的有效索求；
- (i) ISL may release or discharge any one or more of the Joint Clients from liability under these Terms or compound with, accept compositions from, or make any other arrangement with, any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Client;
創陞證券可解除或清償任何一名或以上聯名客戶根據此等條款的負債或合併或接受合併或與任何該等人士訂立任何其他安排，而不會引致解除或清償或另行影響其權利及對任何其他聯名客戶作出彌償；
- (j) these Terms shall not be affected by the death, incapacity or dissolution of any Joint Client;
此等條款不受任何聯名客戶身故、殘疾或解散的影響；
- (k) termination of these Terms pursuant to Clause 18 by any one or more of the Joint Clients or his or their personal representatives shall not affect the continuing liability of the other Joint Clients (and Clause 17 shall be construed accordingly).
此等條款根據條款第 18 條由任何一名或以上聯名客戶或彼等的遺產代理人終止此等條款，將不影響其他聯名客戶的持續責任（第 17 條須作相應解釋）。

- 22.2 These Terms shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assignees, as the case may be.

此等條款須對客戶的承任人、遺囑執行人、管理人、遺產代理人、繼承人及承讓人（視情況而定）有約束力。

23. Notice and Communication

通知及通訊

- 23.1 Unless otherwise specified in these Terms, any notice to be made or given by either party to the other under these Terms shall be in writing and addressed to the last known address, telex number, facsimile number of the other party (as the case may be) and shall be deemed effective on (i) the date two days (if local) or seven days (if international) after posting if delivered by mail, it being sufficient to prove that the notice was properly addressed and posted or (ii) the next business day following the day on which it was dispatched if delivered by telex or (iii) the date of transmission if transmitted by facsimile.

除非此等條款中另外規定，任何一方根據此等條款向另一方作出 或發出的通知須以書面形式發送到另一方最近期的地址、電傳號碼、傳真號碼（視乎情況而定），併須於下列時間被視為有效(i) 若以郵件形式，則為寄出後兩天（若為本地）或七天（若為國際），足以證明 通知已寄往正確地址或(ii)若發電傳，則為發出電傳後第二個營業日或 (iii)若發傳真，則為發送當天。

- 23.2 ISL will notify the Client of any material change in respect of ISL's business, corporate particulars, license status, and nature of services available which may affect the services that ISL provides to the Client.

倘創陞證券的業務、公司資料、牌照地位、及可提供客戶的服務有重大變更，並且可能影響創陞證券為客戶提供的服務，創陞證券將會通知客戶。

24. Complaints

投訴

- 24.1 Any complaint about the performance of ISL under these Terms shall be made in writing and addressed to the Complaints Officer c/o ISL, who will investigate the complaint. The Client agrees to provide the Complaints Officer with all such information as the Complaints Officer may reasonably request to enable the Complaints Officer to investigate the complaint.
任何關於創陸證券根據此等條款表現的投訴須以書面形式寄往投訴主任轉交創陸證券，而投訴主任對投訴進行調查。客戶同意提供按投訴主任合理要求向投訴主任提供所有有關資料以便對投訴進行調查。

25. Risk Disclosure Statement

風險披露聲明

- 25.1 THE CLIENT ACKNOWLEDGES THAT THE PRICES OF SECURITIES CAN AND DO FLUCTUATE, SOMETIMES DRAMATICALLY. THE PRICE OF A SECURITY MAY MOVE UP OR DOWN, AND MAY BECOME VALUELESS. THE CLIENT APPRECIATES THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF BUYING AND SELLING SECURITIES. THIS IS A RISK THAT THE CLIENT IS PREPARED TO ACCEPT.
客戶確認，證券價格可能及會出現波動，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。客戶察覺，買賣證券未必一定能夠賺取利潤，反而可能會招致損失。客戶應準備承受此項風險。
- 25.2 THE CLIENT FURTHER ACKNOWLEDGES THAT GROWTH ENTERPRISE MARKET SECURITIES INVOLVE HIGH INVESTMENT RISK. IN PARTICULAR, COMPANIES MAY LIST ON THE GROWTH ENTERPRISE MARKET WITH NEITHER A TRACK RECORD OF PROFITABILITY NOR ANY OBLIGATION TO FORECAST FUTURE PROFITABILITY. GROWTH ENTERPRISE MARKET SECURITIES MAY BE VERY VOLATILE AND ILLIQUID.
客戶進一步確認，創業板證券涉及高投資風險。尤其是該等公司可在無需具備盈利往績及毋需預測未來盈利的情況下在創業板上市。創業板證券可能非常波動及流通性很低。
- 25.3 THE CLIENT IS AWARE THAT THERE ARE POTENTIAL RISKS OF INVESTING IN THE COMPANIES LISTED ON THE GROWTH ENTERPRISE MARKET AND THE CLIENT SHOULD MAKE THE DECISION TO INVEST ONLY AFTER DUE AND CAREFUL CONSIDERATION. THE GREATER RISK PROFILE AND OTHER CHARACTERISTICS OF THE GROWTH ENTERPRISE MARKET MEAN THAT IT IS A MARKET MORE SUITED TO PROFESSIONAL AND OTHER SOPHISTICATED INVESTORS.
客戶知悉投資於創業板上市的公司涉及潛在風險，客戶須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。
- 25.4 THE CLIENT UNDERSTANDS THAT CURRENT INFORMATION ON GROWTH ENTERPRISE MARKET SECURITIES MAY ONLY BE FOUND ON THE INTERNET WEBSITE OPERATED BY THE EXCHANGE. COMPANIES LISTED ON THE GROWTH ENTERPRISE MARKET ARE NOT USUALLY REQUIRED TO ISSUE PAID ANNOUNCEMENTS IN GAZETTED NEWSPAPERS.
客戶明白，現時有關創業板證券的資料只可以在交易所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。
- 25.5 THE CLIENT UNDERSTANDS THAT HE 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 SECURITIES ON THE GROWTH ENTERPRISE MARKET.
客戶明白，假如其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證券所涉風險有不明白之處，應尋求獨立的專業意見。
- 25.6 THE CLIENT ALSO ACKNOWLEDGES THAT THERE ARE RISKS IN LEAVING SECURITIES IN THE CUSTODY OF ISL OR IN AUTHORISING ISL TO LEND THE CLIENT'S SECURITIES TO OR DEPOSIT THEM WITH CERTAIN THIRD PARTIES (E.G. AS COLLATERAL FOR LOANS OR ADVANCES MADE TO ISL) UNDER THE SECURITIES AND FUTURES (CLIENT SECURITIES) RULES. THE CLIENT UNDERSTANDS THAT THIS IS ALLOWED ONLY IF HE CONSENTS IN WRITING, WHICH CONSENT MUST SPECIFY THE PERIOD FOR WHICH IT IS CURRENT AND CANNOT EXCEED 12 MONTHS IF HE IS NOT A PROFESSIONAL INVESTOR. THE CLIENT ALSO UNDERSTANDS THAT HE IS NOT REQUIRED BY ANY LAW TO SIGN THESE AUTHORITIES.
客戶亦確認，將證券置於創陸證券託管，或根據《證券及期貨(客戶證券)規則授權創陸證券借出客戶的證券或將證券存放於若干第三方(如作為創陸證券貸款或墊款的抵押品)，均存在風險。客戶明白，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。除非客戶為專業投資者，否則授權書必須指明有效期，而該段有效期不得超過 12 個月。客戶亦明白，其毋須根據任何法例簽署該等授權書。
- 25.7 THE CLIENT IS AWARE THAT AN AUTHORITY AS STATED IN 25.6 ABOVE MAY BE REQUIRED BY ISL IF MARGIN LENDING FACILITIES ARE OFFERED TO THE CLIENT OR TO ALLOW THE CLIENT'S SECURITIES TO BE LOANED TO OR DEPOSITED AS COLLATERAL WITH THIRD PARTIES AND THAT ISL WILL EXPLAIN TO THE CLIENT THE PURPOSES FOR WHICH THE AUTHORITIES GIVEN BY THE CLIENT WILL BE USED.
客戶知悉，倘創陸證券向客戶提供保證金貸款或獲准將客戶的證券借出予第三方或作為抵押品存放於第三方，則創陸證券可能要求上文 25.6 所述的授權書，而創陸證券將向客戶闡釋所發出的授權書的用途。
- 25.8 THE CLIENT ACKNOWLEDGES THAT IF HE SIGNS ONE OF THE AUTHORITIES STATED ABOVE, AND THE CLIENT'S SECURITIES ARE LENT TO OR DEPOSITED WITH THIRD PARTIES, THOSE THIRD PARTIES WILL HAVE A LIEN OR CHARGE ON THE SECURITIES. THE CLIENT FURTHER UNDERSTANDS THAT ALTHOUGH ISL IS RESPONSIBLE TO THE CLIENT FOR THE SECURITIES LENT OR DEPOSITED UNDER THE AUTHORITY, A DEFAULT BY ISL COULD RESULT IN THE LOSS OF THE CLIENT'S SECURITIES.
客戶確認，倘其簽署上文所述的其中一項授權書，而客戶的證券已借出予或存放於第三方，則該等第三方將擁有該等證券的留置權或作出押記。客戶進一步明白，雖然創陸證券須對根據授權書借出的證券或存放的證券向客戶負責，然而創陸證券的違責行為可能會導致客戶證券的損失。
- 25.9 THE CLIENT ACKNOWLEDGES THAT AN AUTHORITY REFERRED TO ABOVE MAY BE DEEMED TO BE RENEWED (I.E. WITHOUT THE CLIENT'S WRITTEN CONSENT) IF ISL (OR ITS ASSOCIATE) ISSUES THE CLIENT A REMINDER AT LEAST 14 DAYS PRIOR TO THE EXPIRY OF THE AUTHORITY, AND THE CLIENT DOES NOT OBJECT TO SUCH DEEMED RENEWAL BEFORE THE EXPIRY DATE OF HIS THEN EXISTING AUTHORITY.

客戶確認，倘若創陸證券(或其代名人)在有關授權期限屆滿前 最少 14 日向客戶發出有關授權將被視為已續期的提示 (即毋須客戶的同意書)，而客戶對於其當時有效的授權期限屆滿前被視為續期不表示反對，則上文所述的授權將被視為已續期。

- 25.10 THE CLIENT UNDERSTANDS THAT HE NEED NOT SIGN ANY ABOVE AUTHORITY AND REQUEST A CASH ACCOUNT IF HE DOES NOT REQUIRE MARGIN FACILITIES OR DOES NOT WISH HIS SECURITIES OR SECURITIES COLLATERAL TO BE LENT OR PLEDGED.
客戶明白，倘若毋須使用保證金貸款，或不希望其證券或證券抵押品被借出或遭抵押，則其毋須簽署任何上述授權書，並應要求開立現金帳戶。
- 25.11 THE CLIENT ACKNOWLEDGES THAT IF HE PROVIDES AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES, IT IS IMPORTANT FOR HIM PROMPTLY TO COLLECT IN PERSON ALL CONTRACT NOTES AND STATEMENTS OF ACCOUNT AND REVIEW THEM IN DETAIL TO ENSURE THAT ANY ANOMALIES OR MISTAKES CAN BE DETECTED IN A TIMELY FASHION.
- 25.12 23.11 客戶確認，倘其提供授權書允許代存郵件或將郵件轉交予第三方，則客戶須盡速親身收取所有關於其帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。
- 25.13 THE CLIENT ACKNOWLEDGES THAT ANY OF HIS ASSETS RECEIVED OR HELD BY ISL (OR ITS ASSOCIATE) OUTSIDE HONG KONG ARE SUBJECT TO THE APPLICABLE LAWS AND REGULATIONS OF THE RELEVANT OVERSEAS JURISDICTION WHICH MAY BE DIFFERENT FROM THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) AND THE RULES MADE THEREUNDER. CONSEQUENTLY, SUCH CLIENT ASSETS MAY NOT ENJOY THE SAME PROTECTION AS THAT CONFERRED ON CLIENT ASSETS RECEIVED OR HELD IN HONG KONG.
客戶確認，創陸證券(或其代名人)在香港以外地方收取或持有的客戶資產均須受有關海外司法管轄區的適用法例及規例所監管。該等法例及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。
- 25.14 THE CLIENT UNDERSTANDS THAT THE SECURITIES UNDER THE NASDAQ-AMEX PILOT PROGRAM (PP) ARE AIMED AT SOPHISTICATED INVESTORS. THE CLIENT IS AWARE THAT HE SHOULD CONSULT ISL AND BECOME FAMILIARISED WITH THE PP BEFORE TRADING IN PP SECURITIES. THE CLIENT IS ALSO AWARE THAT PP SECURITIES ARE NOT REGULATED AS A PRIMARY OR SECONDARY LISTING ON THE MAIN BOARD OR THE GROWTH ENTERPRISE MARKET OF THE EXCHANGE.
客戶明白，按照納斯達克－美國證券交易所試驗計劃(「試驗計劃」)上市買賣的證券乃為熟悉投資技巧的投資者而設。客戶知悉，在買賣該項試驗計劃的證券之前，應先諮詢創陸證券意見和熟悉該項試驗計劃。客戶亦知悉，按照該項試驗計劃上市買賣的證券並非以交易所的主板或創業板作第一或第二上市的證券類別加以監管。
- 25.15 THE PROFIT OR LOSS IN TRANSACTIONS IN FOREIGN CURRENCY-DENOMINATED TRANSACTIONS IN SECURITIES (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.
倘有必要將合約中的幣值兌換為其他幣值，則以外幣列值的證券交易的溢利或虧損(不論於客戶本身或其他司法管轄區進行買賣)將受匯率波動影響。
- 25.16 IN SOME JURISDICTIONS, AND ONLY THEN IN RESTRICTED CIRCUMSTANCES, ISL IS PERMITTED TO EFFECT OFF-EXCHANGE TRANSACTIONS. ISL 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 REGULATORY REGIME. BEFORE THE CLIENT UNDERTAKES SUCH TRANSACTIONS, THE CLIENT SHOULD FAMILIARISE ITSELF WITH APPLICABLE RULES AND ATTENDANT RISKS.
於部份司法管轄區及僅於限制的環境中，創陸證券獲准予進行交易所場外交易。創陸證券可能作為客戶交易的對手方，可能難以或無法清算現有的倉盤、評估價值、釐定公平價格或評估風險。基於上述理由，該等交易可能涉及更多風險。交易所場外交易可能受較少規管，或須獨立規管制度限制。客戶於進行該等交易前，必須熟悉適用規則及承受的風險。
- 25.17 THE CLIENT ACKNOWLEDGES THAT TRANSACTIONS ON MARKETS IN OTHER JURISDICTIONS, INCLUDING MARKETS FORMALLY LINKED TO A DOMESTIC MARKET, MAY EXPOSE THE CLIENT TO ADDITIONAL RISK. SUCH MARKETS MAY BE SUBJECT TO REGULATION WHICH MAY OFFER DIFFERENT OR DIMINISHED INVESTOR PROTECTION. BEFORE THE CLIENT TRADES HE SHOULD ENQUIRE ABOUT ANY RULES RELEVANT TO HIS PARTICULAR TRANSACTIONS. THE CLIENT UNDERSTANDS THAT HIS 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.
客戶確認，在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶明白，客戶本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。
- 25.18 THE CLIENT ACKNOWLEDGES THAT 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 OF FAILURE. THE CLIENT ACKNOWLEDGES THAT HIS ABILITY TO RECOVER CERTAIN LOSSES MAY BE SUBJECT TO LIMITS ON LIABILITY IMPOSED BY THE SYSTEM PROVIDER, THE MARKET, THE CLEARING HOUSE AND/OR PARTICULAR FIRMS. SUCH LIMITS MAY VARY: THE CLIENT SHOULD ASK ISL FOR DETAILS IN THIS RESPECT.
客戶確認，電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈。客戶確認客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向創陸證券查詢這方面的詳情。
- 25.19 THE CLIENT UNDERSTANDS THAT TRADING ON AN ELECTRONIC TRADING SYSTEM MAY DIFFER FROM TRADING ON OTHER TRADING SYSTEMS. THE CLIENT ACKNOWLEDGES THAT IF HE UNDERTAKES TRANSACTIONS ON AN ELECTRONIC SYSTEM, HE 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 HIS INSTRUCTIONS OR IS NOT EXECUTED AT ALL.

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

- 25.20 THE CLIENT ACKNOWLEDGES THAT ANY TRANSACTION MAY INVOLVE A VARIETY OF SIGNIFICANT RISKS. THE CLIENT UNDERSTANDS THAT BEFORE ENTERING INTO ANY TRANSACTION, HE SHOULD CAREFULLY CONSIDER WHETHER THE TRANSACTION IS APPROPRIATE FOR HIM IN LIGHT OF HIS OBJECTIVE, EXPERIENCE, FINANCIAL AND OPERATIONAL RESOURCES, AND OTHER RELEVANT CIRCUMSTANCES. THE CLIENT FURTHER ACKNOWLEDGES THAT HE SHOULD ALSO ENSURE THAT HE FULLY UNDERSTANDS THE NATURE OF THE TRANSACTION AND CONTRACTUAL RELATIONSHIP INTO WHICH HE IS ENTERING AND THE NATURE AND EXTENT OF HIS EXPOSURE TO RISK OF LOSS.

客戶確認，任何交易皆可能涉及多種不同的重大風險。客戶明白，在進行交易前，客戶應按其目的、經驗、財政及運作資源、及其他相關情況，謹慎考慮該項交易是否適合客戶。客戶亦確認，客戶應確保自己完全了解其將進行之交易及其將約定的合同關係的性質、及其將承受的損失風險的性質及程度。

26. Confirmation

確認

The Client confirms that it has read these Terms and that the contents of these Terms have been fully explained to the Client in a language which the Client understands, and that the Client accepts these Terms. The Client acknowledges that, in the event of any discrepancy between the English and Chinese text of these Terms, the English version shall prevail.

客戶確認，其已閱畢此等條款，並已以客戶理解的語言全面解釋此等條款的內容，而客戶亦接納此等條款。客戶確認，倘此等條款的中英文版本出現歧義，則須以英文版本為準。

27. Governing Law

規管法例

- 27.1 These Terms and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong and may be enforced in accordance with the laws of Hong Kong.

此等條款及條款下的一切權利、義務及責任須受香港法例規管並按其詮釋，並根據香港法例執行。

- 27.2 If the Client does not have a place of business, or is not resident, in Hong Kong, the Client shall appoint a person to act as agent of the Client to receive and acknowledge on the Client's behalf service of any notice of legal process in Hong Kong. The Client agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at the address specified in the Account Opening Form.

倘客戶於香港並無營業地點或並非香港居民，則客戶須委任一人士擔任客戶的代理，以代表客戶接收及確認在香港發出的任何法律傳票。客戶同意，該傳票代理處理任何已送達開戶表格所示的地址的法律傳票須構成同等法律傳票已妥善及有效送達客戶。

28. Client Identity Rule

客戶身份資料規則

- 28.1 Subject to the provisions herein, Client shall, in respect of transactions in which the Client are not acting as principal immediately upon demand by ISL (which demand shall include the relevant contact details of the Regulators as defined below ("your Demand") inform the SFC and/or the HKEX (singularly or collectively the "Regulators") of the identity, address, and contact details of:-

在符合本協議書中條文的規定下，凡有關客戶並非以主事人身份進行的交易，客戶將應創陞證券的要求（此等要求須載明下文界定之有關監管機構的聯絡詳情「創陞證券的要求」）即時向證監會及/或港交所（單獨稱或合稱「監管機構」）提供下列資料：

- the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and
最終負責引發相關交易的指示的人士或實體的身份、地址及聯絡詳情；
- the person or entity that stands to gain the commercial or economic benefit of relevant transaction and/or bear its commercial or economic risk (the "Client Identity Information").
會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情「客戶身份資料」

- 28.2 if the Client effect a transaction which is the subject of an inquiry by the Regulators for a collective investment scheme, discretionary account or discretionary trust, Client shall, immediately upon your Demand, inform the Regulators of the name of the relevant scheme, account or trust and the identity, address and contact details of the person who ultimately originates the instruction in relation to the relevant transaction.

凡客戶執行的某項交易是監管機構對集體投資計劃，全權委託帳戶或全權委託信託進行查訊的對象，客戶須應貴公司的要求立即通知監管機構有關計劃、帳戶或信託的名稱，及最終就相關交易引發指示的人士的身份、地址及聯絡詳情。

- 28.3 If, in respect of a particular transaction which is the subject of any inquiry by the Regulators where my/our discretion has been overridden by one or more of the beneficiaries of a scheme, account or trust (or someone else), Client shall, immediately inform you of such overriding and shall immediately upon your Demand, inform the Regulators of the Client Identity Information about the beneficiary or beneficiaries (or others) in relation to the relevant transaction.

如就某項交易是監管機構的查訊對象，而客戶就該交易可行使的酌情權已被有關計劃、帳戶或信託的一名或以上的實益擁有人（或其他人士）撤銷，客戶將立即將此項撤銷通知貴公司，及應貴公司的要求立即通知監管機構相關交易的實益擁有人（或其他人士）的客戶身份資料。

- 28.4 Client confirm that
客戶確認如下：-

- a. agreements have been entered into by our ultimate clients that waive the benefit of the secrecy laws in respect of providing the Client Identity Information to the Regulators; and
就向監管機構提供客戶身份資料一事，我/ 我們的最終客戶已訂立協議放棄保密法例賦予的利益；及
- b. such agreements are binding under the relevant law.
該等協議是受有關法例約束的。

First Schedule
附表一

Other Risk Disclosure Statement
其他風險披露聲明

Risk of Trading Derivative and Structured Investment Products
有關衍生及結構性投資產品之風險披露聲明

1. Risks Associated With Structured Products
結構性產品的風險

1.1 Issuer default risk
發行人違約風險

In the event that a structured product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.

倘若結構性產品發行人破產而未能履行其對所發行證券的責任，客戶只視為無抵押債權人，對發行人任何資產均無優先索償權。因此，客戶須特別留意結構性產品發行人的財力及信用。

1.2 Uncollateralised product risk
非抵押產品風險

Uncollateralised structured products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralised.

非抵押結構性產品並沒有資產擔保。倘若發行人破產，客戶可以損失其全數投資。要確定產品是否非抵押，客戶須細閱上市文件。

1.3 Gearing risk
槓桿風險

Structured products such as derivative warrants and callable bull/bear contracts (CBBs) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of a structured product may fall to zero resulting in a total loss of the 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，結構性產品的價值可以跌至零，屆時當初投資的資金將會盡失。

1.4 Expiry considerations
有效期的考慮

Structured products have an expiry date after which the issue may become worthless. Investors 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，到期後的產品即一文不值。客戶須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

1.5 Extraordinary price movements
異常價格移動

The price of a structured product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

結構性產品的價格或會因為外來因素（如市場供求）而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

1.6 Foreign exchange risk
外匯風險

Investors trading structured products with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the structured product price.

若客戶所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

1.7 Liquidity risk
流通量風險

The Exchange requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned.

聯交所規定所有結構性產品發行人要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在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，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任

出來止。

2. Some Additional Risks Involved In Trading Derivative Warrants

買賣衍生權證的額外風險披露聲明

Derivative warrants are instruments that give investors the right to “buy” or “sell” an underlying asset at a pre-set price prior to or at a specified expiry date. They may be bought and sold before expiry in the stock market. At expiry, settlement is made in cash rather than delivery of the underlying asset. Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities and a basket of securities. They are issued by a third party, usually an investment bank, independent of the underlying asset issuer. Derivative warrants traded in Hong Kong normally have an initial life of six months to two years and each derivative warrant is likely to have a unique expiry date.

衍生權證投資者有權在指定期間以預定價格「購入」或「出售」相關資產。衍生權證可於到期前在香港交易所現貨市場買入或賣出。到期時，衍生權證一般以現金做交收，而不涉及相關資產的實物買賣。衍生權證的相關資產種類繁多，包括有股票、股票指數、貨幣、商品或一籃子的證券等等。發行衍生權證的機構是與相關資產的發行人沒有關係的獨立協力廠商，一般都是投資銀行。在香港買賣的衍生權證的有效期限通常由六個月至兩年不等，而在香港掛牌的衍生權證均有其指定的到期日。

2.1 Time decay risk

時間損耗風險

All things being equal, the value of a derivative warrant will decay over time as it approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments.

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

2.2 波幅風險

Volatility risk

衍生權證的價格可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。

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.

3. Some Additional Risks Involved In Trading CBBCs

買賣牛熊證的額外風險披露聲明

Callable Bull/Bear Contracts (“CBBC”) are types of structured product that tracks the performance of an underlying asset without requiring investors to pay the full price of the actual asset. They are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the underlying asset. CBBC are issued by a third party, usually an investment bank, independent of the underlying asset issuer.

牛熊證類屬結構性產品，能追蹤相關資產的表現而毋須支付購入實際資產的全數金額。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購入牛證或熊證。牛熊證是由第三者發行，發行商通常是投資銀行，與香港交易所及相關資產皆沒有任何關連。

3.1 Mandatory call risk

查強制收回風險

Investors 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/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.

客戶買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣。屆時，客戶只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。

3.2 Funding costs

融資成本

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若一天牛熊證被收回，客戶即損失牛熊證整個有效期的融資成本。融資成本的計算程式載於牛熊證的上市文件。

4. Some Risks Associated With Exchange Traded Funds (ETFs)

交易所買賣基金的相關風險披露聲明

Exchange Traded Funds (“ETFs”) are investment funds listed on the Stock Exchange of Hong Kong. ETFs usually represent a portfolio of securities designed to track the performance of an index, offering investors a cost-effective way to obtain exposure to specific markets or sectors. Like stocks, investors can buy or sell ETFs through their brokers anytime during trading hours. ETFs offer diversification benefits and market tracking with convenience, flexibility and cost effectiveness.

交易所買賣基金是香港交易及結算所有限公司現貨市場上市的投資基金。ETF投資於一籃子證券以緊貼指數表現，讓客戶可投資特定的市場或行業而非單一股票，符合成本效益。ETF的買賣方式跟一般股票無異，客戶可在交易時段內透過經紀進行買賣。投資ETF既享有

一般投資股票的方便、靈活、交易費用低廉等優點，亦有分散投資及緊貼市況等好處。

4.1 **Market risk** **市場風險**

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別（如股票、債券或商品）的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。客戶必須要有因為 相關指數/資產的波動而蒙受損失的準備。

4.2 **Tracking errors** **追蹤誤差**

Tracking errors refer to the disparity in performance between an ETF and its underlying index/ assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy. (The common replication strategies include full replication/ representative sampling and synthetic replication which are discussed in more detail below.)

這是指交易所買賣基金的表現與相關指數/資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數/資產改變組合、交易所買賣基金經理的複製策略等等因素。（常見的複製策略包 括完全複製/選具代表性樣本以及綜合複製，詳見下文。）

4.3 **Trading at discount or premium** **以折讓或溢價交易**

An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼 變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場/行業的交易所買賣基金亦可能有此情況。

4.4 **Counterparty risk 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) An ETF using a full replication strategy generally aims to invest in all constituent stocks/ assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

完全複製及選具代表性樣本策略採用完全複製策略的交易所買賣基金，通常是按基準的相同比重投資於所有的成份股/資產。採取選具代表性樣本策略的，則只投資於其中部分（而不是全部）的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不是太大問題。

- (b) ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

綜合複製策略採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現。現時， 採取綜合複製策略的交易所買賣基金可再分為兩種：

i **Swap-based ETFs** **以掉期合約構成**

Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets. Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

總回報掉期(total return swaps)讓交易所買賣基金經理可以複製基金基準的表現而不用購買其相關資產。以掉期合約構成的交易所買賣基金需承受源自掉期交易商的交易對手風險。 若掉期交易商失責或不能履行其合約承諾，基金或要蒙受損失。

ii **Derivative embedded ETFs** **以衍生工具構成**

ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers. Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

交易所買賣基金經理也可以用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由一個或多個發行商發行。以衍生工具構成的交易所買賣基金需承受源自發行商的交易對手風險。若發行商失責或不能履行其合約承諾，基金或要蒙受損失。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

5. Additional Risks Involved In Trading Equity Linked Notes (ELN)

買賣高息票據的額外風險

- 5.1 Investor may suffer capital loss should the price of the underlying shares go against the investor's bet. In extreme case, you may lose the ENTIRE capital.
如果正股價格的走勢與投資者的看法背道而馳，客戶的投資或會有所虧蝕。在最壞的情況下，客戶甚至可能會損失所有本金。
- 5.2 The return on investment is predetermined by the terms specified in the ELN. So even if investor's view of the direction of the underlying stock price is correct, investor will not gain more than the specified amount.
投資回報在高息票據的條款已預先訂明。故此，即使正股價格的走勢如投資者所料，彼等的投資回報亦不會超過指定利息。
- 5.3 The return payable for the ELN is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after that specific time.
高息票據的回報完全取決於正股在估價日某個特定時間的表現，並不受股票在該特定時間之前或之後的價格波動所影響。
- 5.4 Unlike traditional time deposits there is no guarantee that investor will get a return on investor's investment or any yield.
高息票據與傳統定期存款的不同之處，是前者並不能確保投資者會賺取高息。
- 5.5 The ELN is one of the many types of equity-linked instruments (ELI). Other types of ELI include the equity-linked deposit, which works on a similar basis to the ELN.
高息票據是與股票掛鈎的投資工具的一種。市場上亦有以存款式出現的高息股票存款，兩者的運作原理大致相同。

Risk Of Investing In Renminbi-Denominated Products

有關投資人民幣計價產品之風險披露說明

1. Investment / Market risk

投資風險/市場風險

Renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that you may suffer a loss even if renminbi appreciates. Depending on the nature of the renminbi product and its investment objective, there may be other risk factors specific to the product which you should consider. You should always understand the nature, investment objective, strategy, key features and risks of the renminbi products and assess whether these products are suitable for you in terms of your own investment needs and risk profile before you invest in the renminbi products. Seek professional advice if in doubt.

人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，客戶亦可能須承受虧損。視乎該人民幣產品的性質及投資目標，客戶可能須承受其他風險。作出投資決定前，客戶應清楚瞭解產品的性質、投資目標、策略、主要特點及風險，評估有關產品是否符合本身的投資需要，並考慮本身是否可以承受有關風險。如有疑問，應尋求專業意見。

2. Liquidity risk

流通風險

Renminbi products are also subject to liquidity risk as renminbi products are a new type of product and there may not be regular trading or an active secondary market. Therefore you may not be able to sell your investment in the product on a timely basis, or you may have to sell the product at a deep discount to its value.

由於人民幣產品是一項新產品，因此可能沒有一般的交易活動或活躍的二手市場。因此，客戶或不能即時出售有關產品，又或可能要以極低價出售。

3. Issuer / Counterparty risk

發行人/交易對手風險

Renminbi products are subject to the credit and insolvency risks of their issuers. You should consider carefully the creditworthiness of the issuers before investing. Furthermore, as 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 products and result in substantial losses.

人民幣產品須面對發行人的信貸風險及無力償債風險。客戶應該仔細考慮發行人的信用程度，再作出投資決定。由於人民幣產品亦可能投資於衍生工具，客戶亦須承受衍生工具發行人違約的風險。這些風險可能對產品的回報有負面影響，更可能構成重大損失。

4. Currency risk

貨幣風險

In general, a non-Mainland (including Hong Kong) investor who holds a local currency other than renminbi will be exposed to currency risk if he invests in a renminbi product. This is because renminbi is a restricted currency and subject to exchange controls, you may have to convert the local

currency into renminbi when you invest in a renminbi product. When you redeem/sell your investment, you may also need to convert the renminbi received upon redemption/sale of your investment product into the local currency (even if redemptions/sale proceeds are paid in renminbi). During these processes, you will incur currency conversion costs and will also be exposed to currency risk. In other words, even if the price of the renminbi product remains the same when you purchase it and when you redeem/sell it, you will still incur a loss when you convert the redemption/sale proceeds into local currency if renminbi has depreciated. Like any currency, the exchange rate of renminbi may rise or fall. Further, renminbi is subject to conversion restrictions and foreign exchange control mechanism.

一般來說，非內地（包括香港）的客戶若以人民幣以外的本地貨幣投資人民幣產品，便需承受匯率風險。因為人民幣是受到外匯管制的貨幣，當客戶打算投資於人民幣產品時，便可能要將客戶的本地貨幣轉換為人民幣。而當客戶贖回或售出其投資時，客戶或需要將人民幣轉換回本地貨幣（即使贖回或出售投資的收益是以人民幣繳付）。在這過程中，客戶會牽涉轉換貨幣的成本，亦要承受匯率風險。換言之，就算客戶買賣該人民幣產品的價格不變，於轉換貨幣的過程中，如果人民幣貶值，客戶亦會有所損失。正如所有貨幣一樣，人民幣的匯率可升可跌，而人民幣更受到轉換限制及外匯管制的貨幣。

5. 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

Assets of yours which are received or held by us outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such assets may not enjoy the same protection as that conferred on those assets which are received or held in Hong Kong.

本公司在香港以外地方收取或持有屬於閣下的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律規例與《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，有關的資產將可能不會享有賦予在香港收取或持有的資產的相同保障。

Risk of Providing an Authority to Repledge your Securities Collateral etc.
提供將你的證券抵押品等再質押的授權書風險

There is risk if you provide us with an authority that allows us to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of our settlement obligations and liabilities.

向本公司提供授權書，容許本公司按照某份證券借貸協議書使用閣下的證券或證券抵押品、將閣下的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償本公司交收責任及債務的抵押品，存在一定風險。

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

假如閣下的證券或證券抵押品是由本公司在香港收取或持有的，則上述安排僅限於閣下已就此給予書面同意的情況下方行有效。此外，除非閣下是專業投資者，閣下的授權必須指明有效期，而該段有效期不得超逾 12 個月。若閣下是專業投資者，則有關限制並不適用。If

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

此外，假如本公司在有關授權的期限屆滿前最少 14 日向閣下發出有關授權將被視為已續期的提示，而閣下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，則閣下的授權將會在沒有閣下的書面同意下被視為已續期。

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

現時並無任何法例規定閣下必須簽署這些授權書。然而，本公司可能需要授權書，以便例如向閣下提供保證金貸款或獲准將閣下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。本公司應向閣下闡釋將為何種目的而使用授權書。

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although we are responsible to you for securities or securities collateral lent or deposited under your authority, a default by us could result in the loss of your securities or securities collateral.

倘若閣下簽署授權書，而閣下的證券或證券抵押品已借出予或存放於第三方，該等第三方將對閣下的證券或證券抵押品具有留置權或作出押記。雖然本公司根據閣下的授權書而借出或存放屬於閣下的證券或證券抵押品須對閣下負責，但本公司的違責行為可能會導致閣下損失閣下的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

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。假如閣下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。

6. Transactions in Other Jurisdictions 在其他司法管轄區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask us for details about the types of redress

available in both your home jurisdiction and other relevant jurisdictions before your start to trade.

在其他司法管轄區的市場（包括與本地市場有正式聯繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，閣下應先行查明有關你將進行的該項交易的所有規則。閣下本身所在地的監管機構，將不能迫使閣下已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑒於此，在進行交易之前，閣下應先向本公司查詢閣下本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

Second Schedule

附表二

Terms for Margin Trading

保證金交易條款

This Schedule is supplemental to the Securities Trading Agreement entered between ISL and the Client to which this Schedule is annexed whereby ISL shall open and for the Client to conduct margin trading (Margin Account) and ISL agrees to grant credit facilities (Facility) to the Client at the Client's request for the Client's transactions. Where any conflict arises between the Securities Trading Account and the provisions of this Schedule, the provisions of the latter shall prevail.

本附表是補充其依附的並為創陞證券與客戶簽訂的現金客戶協議，藉以使客戶的帳戶能夠進行孖展交易（「孖展帳戶」），及創陞證券同意按客戶要求向客戶提供客戶交易的信用融資（「融資」）。如現金客戶協議與本孖展客戶協議的條款有任何衝突時，以後者的條款為準。

1. Definitions

定義

- 1.1 Terms defined in this Schedule have the same meanings as in the Securities Trading Agreement unless stated otherwise.
本附表中的條款之含義與證券交易帳戶條款所界定者相同，另有「特別聲明者」除外。
- 1.2 References to "Account" in the Securities Trading Agreement is deemed to include the Margin Account as established to this Schedule.
證券交易帳戶中所提及的「帳戶」，將被視為包括按照本附表而設立的孖展帳戶。
- 1.3 Collateral" means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by ISL or its Associates or associates, or transferred to or held by any other person in circumstances where ISL accepts the same as security for the Client's obligation under the Agreement. The Collateral shall include those monies and securities that shall come into possession, custody or control of ISL or its Associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities)
「抵押品」是指客戶現在或將來任何時候存放於、轉移或令致其轉移往創陞證券或其聯營公司或代名人的，或由創陞證券或其聯營公司或代名人持有的，或於本公司或其聯營公司接受作為在協議之下客戶債務的擔保的情況下，轉移往任何其他人士或由任何其他人士持有的所有款項和證券。該等抵押品將包括本公司或其聯營公司不時為任何目的而持有、托管或控制的款項及證券（包括任何額外或被替代的證券，及就該等證券或額外的或被替代的證券的累計或在任何時間透過贖回、分紅、優先股、認購權或其他形式所提供的所有已支付或需支付的股息或利息、供股權、權益、款項或財產）
- 1.4 "Credit Limit" is the maximum amount of Facility that ISL will grant the Client irrespective of the amount of the Client's Collateral and Margin Ratio.
「信用限額」是指不管客戶的抵押品金額和保證金比率如何，創陞證券可提供予客戶的最大融資金額。
- 1.5 "Margin Ratio" is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from ISL against the Collateral.
「保證金比率」是指抵押品價值的一個百分率，而該百分率將不高於客戶可向創陞證券借用的金額（或擔保其他形式的財務通融）與抵押品價值的百分率。

2 Margin Facility

孖展融資

- 2.1 The Facility is extended to the Client in accordance with the provisions set out in this Schedule, any fee and charges advised from ISL to the Client and in the Securities Trading Account (collectively known as "Margin Facility Terms"). The Client agrees to use the Facility in connection with the acquisition or holding of Securities by ISL for the Client.
此項融資將按照本孖展客戶協議、創陞證券提供給客戶的任何收費表及證券交易帳戶內所訂定之條款（統稱為「孖展融資條款」）而提供給客戶。客戶同意該融資只會用在有關於創陞證券為客戶購入或持有證券之用途。
- 2.2 Subject to Clause 2.4 below, ISL may grant the Client Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied by notice by ISL from time to time. Notwithstanding the credit limit as notified to the Client, ISL may at its discretion extend Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Facility given by ISL in accordance with Clause 6.1
除下列第 2.4 條規定外，創陞證券可向客戶提供不超過創陞證券不時通知客戶的信用限額的融資金額。創陞證券可按不時通知，更改客戶可使用的信用限額及保證金比率。儘管有已通知客戶的信用限額，創陞證券仍可酌情權向客戶提供超過該信用限額的融資，而客戶亦同意客戶有責任按第 6.1 條之規定全數償還任何由創陞證券提供的任何融資。
- 2.3 ISL is instructed and authorized by the Client to draw on the Facility to settle any amounts due to ISL or its Associates in respect of the Client's purchase of Securities, margin maintenance obligations for any positions required by ISL or its Associates, or payment of any commission or other costs and expenses owing to ISL or its Associates.
客戶指示並授權創陞證券提取融資用以清償應付創陞證券或其聯營公司任何有關客戶購買證券、履行創陞證券或其聯營公司要求任何持倉的保證金義務、或支付所欠創陞證券或其聯營公司的任何佣金或其他開支和費用的款項。
- 2.4 ISL will not at any time be obliged to provide any Facility to the Client. Client understands that ISL may not provide any Facility to the Client if any of the following circumstances should arise:-
創陞證券在任何時候均有權不向客戶提供任何融資。客戶明白尤其是在下列任何情況發生時，創陞證券將不會向客戶提供任

何融資：

- (a) Client is in default of any provisions of the Agreement; or
客戶未能履行本協議的任何條款；或
 - (b) In the opinion of ISL there is or has been a material adverse change in the Client's financial condition or in the financial condition of any other person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; or
創陞證券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，而可能會影響客戶解除在協議之下的責任或履行客戶在協議之下的義務；或
 - (c) Making an advance would cause the applicable Credit Limit to be exceeded; or
提供墊支將會令有關適用的信用限額被超過；或
 - (d) ISL in its absolute discretion considers it prudent or desirable for its protection not to do so
創陞證券據絕對的情權，認為不提供融資將更為審慎或適宜。
- 2.5 For so long as there exists any indebtedness to ISL on the Client's part, ISL shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of ISL be entitled to withdraw any Collateral in part or in whole from the Client's Account.
只要客戶對創陞證券存在任何債務，創陞證券將有權在 任何時候及不時拒絕客戶從客戶的帳戶提取任何或所有抵押品；及在未獲得創陞證券事先書面同意之前，客戶將不能從客戶 帳戶提取任何部分或全部抵押品。
- 2.6 Client shall on demand from ISL make payments of deposits or margin in monies, Securities and/or other assets in such amount and in such form into a designated account and within such time as specified by ISL (referred to as a Margin Call), as ISL in its absolute discretion determines necessary to provide adequate security in respect of Facility. For the purpose of Margin Call, ISL shall use its best endeavours to contact the Client promptly by phone on the telephone numbers indicated by the Client on the Account Opening Form and/or by sending to the Client a Margin Call notice by post, fax, email or otherwise. Client agrees that it shall be deemed properly notified of the Margin Call even if ISL fails to contact it by phone or the Client fails to receive the written notice.
若創陞證券據其絕對情權，認為其提供的融資需要有足夠 的擔保，客戶應根據創陞證券的要求，按照創陞證券指定的金額、形式，以現金、證券和/或其他資產的形式支付一定數額的存款或保證金，並在指定的時間內存入指定的帳戶內（稱為「追收保證金通知」）。為發出追收保證金通知，創陞證券將儘力及儘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，和/或通過郵件、傳真、電郵或其他方式，向客戶發出追收保證金通知。客戶同意，即使創陞證券未能以電話與 客戶取得聯絡，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 by the Client to comply with Clause 2.6 of this Schedule will constitute an Event of Default under Clause 13 of the Securities Trading Agreement.
若客戶未能遵守本開展客戶協議第 2.6 條的規定，將構成現金客戶協議第 13 條之下的違約事件。
- 2.8 Client agrees to pay interest on a daily basis on the amount of the Facility extended to the Client. The interest rate shall be at a percentage above ISL's cost of funds which will vary according to the prevailing money market situation and as notified to the Client from time to time. Such interest charges may be deducted by ISL from the Margin Account or any other account of the Client with ISL or its Associates. 客戶同意為自己獲得的融資支付利息，及利息將逐日計算。利息率應為一個高於創陞證券資金成本的百分率，並將會隨當前的貨幣市場狀況而改變及由本公司不時通知客戶。該利息費用可 由創陞證券從客戶在創陞證券或其聯營公司開立的開展 帳戶或任何其他帳戶中扣除。

3 Charge 抵押

- 3.1 The Client, as beneficial owner, charges in favour of ISL by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to ISL or its Associates, or for which the Client may be or become liable to ISL or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of ISL or its Associates.
客戶以實益擁有人的身份，以第一固定抵押方式向創陞證券 抵押所有客戶於抵押品的各種權利、所有權、利益及權益，以作為持續的抵押品（「抵押」），以便客戶在接獲要求後償付客戶可 能欠創陞證券或其聯營公司的所有款項及債項（絕對或或有 的），及客戶在現時或將來履行開展融資條款下可能到期、所欠或招致的義務，或客戶不論於任何帳戶或以何種形式而欠創陞證券或其聯營公司的債項（不論是單獨或與任何其他人士一起，及不論以何種名稱形式或商號），連同由作出還款要求日期至付 還日期期間的利息，以及在創陞證券或其聯營公司記錄中所 列的任何佣金、法律或其他費用、收費及開支。
- 3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to ISL and/or its Associates and notwithstanding the closing of any of the Client's accounts with ISL and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to ISL or its Associates on any account or otherwise.
即使客戶向創陞證券和/或其聯營公司作出任何中期支付或結 清帳戶，或清還全部或部分欠款；及即使客戶結束在本公司開立的任何帳戶，並在隨後由客戶獨自或與其他人隨後共同在創陞證券重開或再開立任何帳戶，該抵押將仍屬一項連續的抵押，並將會涵蓋現時客戶於創陞證券或其聯營公司的任何帳戶構 成結餘欠款的所有或任何款項，或其他地方顯示出客戶欠創陞證券

或其聯營公司的結餘欠款。

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

客戶聲明並保證，抵押品乃是由客戶本人合法及實益擁有，客戶有權將抵押品存放於創陞證券或其聯營公司，所存放的抵押品在現時或將來都不受任何類型的留置權、抵押或處置權所約束，並且構成抵押品的任何股票、股份和其他證券現時已全數繳足股款及將會全數繳足股款。

- 3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Cash Client Agreement and the full performance of the Client's obligations under the Margin Facility Terms, ISL will at the Client's request and expense release to the Client all the rights, title and interests of ISL in the Collateral and will give such Instructions and directions as the Client may require in order to perfect such release.

當客戶不可撤銷地全數付清根據現金客戶協議之下所有可能應支付或成為應支付的款項，及已全部履行客戶在孖展融資條款之下的義務後，創陞證券將會在客戶要求下及支付所需費用後，向客戶發還創陞證券在抵押品的所有權利、所有權和權益，並會就客戶為妥善處理該項發還而要求其作出的指令和指示而行事。

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

在該抵押成為可強制執行之前(i) 創陞證券只須向客戶發出通知後，便有權行使與抵押品有關的權利，以保障抵押品的價值；及(ii)除非在本孖展客戶協議另有規定，否則客戶可指示行使附於或與抵押品有關的其他權利，但此舉不得與客戶在孖展融資條款之下的義務有所矛盾，或在任何形式下可能損害創陞證券就抵押品的權利。

4 Power of Attorney

授權書 The Client by way of security irrevocably appoints ISL 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 ISL to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):

客戶可以擔保的方式，不可撤銷地任命創陞證券作為客戶的受托代表人，代表客戶並以客戶的名義行事，及簽署、蓋章、執行、交付、完善及訂立所有契約、文書、文件，作為或事物，以履行根據孖展融資條款施加於客的義務，及在整體上令創陞證券行使根據孖展融資條款或根據法律而賦予創陞證券的權利和權力，包括(但不限於)：

- (a) to execute any transfer or assurance in respect of any of the Collateral;
就任何抵押品簽立任何轉讓契或擔保；
- (b) to perfect its title to any of the Collateral;
就任何抵押品完善其所有權；
- (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;
就任何抵押品之下或所產生的到期或變成到期的任何及所有款項和索償而作出查詢、規定、要求、接收、和解及作出良好的解除；
- (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和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.
就一般任何索償、或採取任何法律行動或進行任何訴訟於孖展融資條款下為保護所產生的抵押品是認為有必要或合理的。

5 Disposal of Collateral

抵押品的處置

- 5.1 The Client agrees that in the event of any sale pursuant to the Securities Trading Account or the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of ISL and upon any sale by ISL, a declaration made by an officer of ISL 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 ISL or its nominees shall be concerned to inquire into the circumstances of the sale. 客戶同意，如按照現金客戶協議或孖展融資條款出售任何證券，創陞證券擁有絕對酌情權出售或處置任何抵押品，並且當創陞證券出售有關證券時，由創陞證券一位職員所作出表示有關的銷售權已變得可行使的聲明，對於任何購買該等抵押品的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證據，並且沒有任何與創陞證券或其代名人交易之人士有必要查詢該宗出售交的情況

6 Termination of Facility

融資的終止

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

該項融資在接獲要求時便需付還，並可由創陞證券根據其絕對酌情權予以更改或終止。尤其是如出現以下其中一項或多項事件，該項融資將會被終止：-

- 6.2 the withdrawal or non-renewal of the Client's authorization to ISL as required by section 7 of the Securities and Futures (Client Securities) Rules; or
根據《證券及期貨（客戶證券）規則》第 7 條規定而給予創陞證券的客戶授權被撤回或不再被續期；或
- 6.3 any termination in accordance with the Securities Trading Account, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.
根據現金客戶協議而終止本協議，而就此而言，任何的終止通知將被視為對該項融資的終止通知。
- 6.4 Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to ISL.
該項融資終止時，客戶所欠的任何未清債務應立即向創陞證券清還。
- 6.5 Repayment of all or any of the loan amounts owed to ISL will not of itself constitute cancellation or termination of the Margin Facility Terms.
償還所欠創陞證券的全部或任何借貸款項本身並不構成取消或終止存展融資條款。

7 Security Unaffected

不受影響的擔保

- 7.1 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，該抵押或其所抵押的數額將不會因以下所述的任何事物所影響：
 - (a) any other security, guarantee or indemnity now or hereafter held by ISL or its Associates under or in respect of the Margin Facility Terms or any other liabilities;
創陞證券或其聯營公司就存展融資條款或任何其他責任，而在現時或將來所持有的任何其他保證金、擔保或彌償；
 - (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
任何保證金、擔保或彌償或其他文件的任何其他修訂、更改、豁免或解除（除有關的修改、修訂、豁免或解除外，包括該抵押）；
 - (c) the enforcement or absence of enforcement or release by ISL or its Associates of any security, guarantee or indemnity or other document (including the Charge);
創陞證券或其聯營公司就任何保證金、擔保或彌償或其他文件（包括該抵押）的強制執行或沒有強制執行或免除；
 - (d) any time, indulgence, waiver or consent given to the Client or any other person whether by ISL or its Associates;
不論由創陞證券或其聯營公司向客戶或其他任何人所給予的 時間、寬限、豁免或同意；
 - (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by ISL or any other person;
不論是由創陞證券或其他任何人向客戶所作出或沒有作出根據存展融資條款的任何還款要求；
 - (f) the insolvency, bankruptcy, death or insanity of the Client;
客戶無力還債、破產、死亡或精神失常；
 - (g) any amalgamation, merger or reconstruction that may be effected by ISL with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of ISL to any other person;
創陞證券與任何其他人士合併、兼併、或重組或向任何其他人士出售或轉讓創陞證券的全部或部份業務、財產或資產。
 - (h) the existence of any claim, set-off or other right which the Client may have at any time against ISL or any other person;
客戶可能在任何時候對創陞證券或任何其他人士所存在的任何索償、抵銷或其他權利；
 - (i) any arrangement or compromise entered into by ISL with the Client or any other person;
創陞證券與客戶或任何其他人士訂立的安排或和解協議；
 - (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
涉及該項融資的任何文件的任何條款，或任何保證金、擔保或彌償（包括該抵押），或在任何該等文件或任何保證金或彌償（包括該抵押）之下及有關條款的不合法性、無效、或未能執行或缺陷，無論原因是基於越權、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 any other thing done or omitted or neglected to be done by ISL or any

other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

任何根據涉及破產、無力還債或清盤的任何法律能夠避免的或受其影響的任何協議、保證金、擔保、彌償、付款、或其他交易；或任何客戶依賴任何該等協議、保證金、擔保、彌償、付款或其他交易所提供或作出的債務的免除、結算或清還，而任何該等債務免除、結算或清還將被視為受到相應的限制；或由創陞證券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(如果不是因為本條款)可能在運作上損害或影響客戶在孖展融資條款之下的責任。

8 Risk Disclosure Statement

風險披露聲明

- 8.1 THE CLIENT ACKNOWLEDGES THAT THE RISK OF LOSS IN FINANCING A TRANSACTION BY DEPOSIT OF COLLATERAL IS SIGNIFICANT. THE CLIENT IS AWARE THAT HE MAY SUSTAIN LOSSES IN EXCESS OF HIS CASH AND ANY OTHER ASSETS DEPOSITED AS COLLATERAL WITH ISL.
客戶承諾，藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶知悉，其所蒙受的虧蝕可能會超過其存放於創陞證券作為抵押品的現金及任何其他資產。
- 8.2 THE CLIENT IS ALSO AWARE THAT 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 HIS CONSENT.
客戶亦知悉，市場情況可能使備用指示，例如「止蝕」或「止蝕 限價」指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶同意下被清算。
- 8.3 THE CLIENT ACKNOWLEDGES THAT HE WILL REMAIN LIABLE FOR ANY RESULTING DEFICIT IN HIS ACCOUNT AND INTEREST CHARGED ON HIS ACCOUNT AND THAT HE HAS CAREFULLY CONSIDERED WHETHER SUCH A FINANCING ARRANGEMENT IS SUITABLE IN LIGHT OF HIS OWN FINANCIAL POSITION AND INVESTMENT OBJECTIVES.
客戶承諾，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客戶。
- 8.4 THE CLIENT ACKNOWLEDGES THAT THERE ARE RISK OF PROVIDING AN AUTHORITY TO LEND OR DEPOSIT CLIENTS’S SECURITIES WITH THIRD PARTIES AND THAT ANY DEFAULT BY ISL COULD RESULT IN THE LOSS OF CLIENT’S SECURITIES.
客戶諾將客戶的證券借出或存放於第三方的授權書存在一定風險，同時一旦創陞證券的失責行為可能導至客戶損失其所屬的證券。

Third Schedule

附表三

Terms for Internet Trading

網上交易條款

This Schedule is supplemental to the Agreement for Securities Trading Account (“Agreement”) entered into by ISL and the Client to which this Schedule is annexed whereby ISL agrees to provide the Client Internet Trading Services which enable the Client to give Internet Trading instructions and to obtain quotations and other information via computer or any other Internet Trading communications that can connect to a telecommunication and access to ISL internet trading system (Internet Trading Services). Where any conflict arises between the Agreement and the provisions of this Schedule, the provisions of the latter shall prevail.

本附表是補充創陸證券與客戶簽訂的證券交易賬戶協議「協議」的附錄，藉此創陸證券同意向客戶提供電子服務，使客戶能夠透過電腦或其他電子傳輸方式，連接電訊網絡，進入公司互聯網系統，發出電子指示以獲取報價及其他資訊。（「電子交易服務」）。如客戶帳戶協議與本附表之條款有任何衝突，以後者之條款為準。

The Client hereby agrees with the following terms and conditions in relation to the employment of Internet Trading Services:

客戶現同意以下有關電子服務的條款及條件：

1. Interpretation

釋義

- 1.1 Terms defined in this Schedule have the same meanings as in the Agreement unless stated otherwise.
本附表中的用語之含義與協議所界定者相同，另特別聲明者除外。

- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:
下列用語，除文意另有所指外，將作如下解釋：

“Identification” Means Client's identification and access codes, including Login ID (account number assigned by ISL), password, personal identification number and other identification to gain access to the Internet Trading Services;

“用戶識別”是指識別客戶身份的證明，包括登入 ID（由創陸證券配予），密碼、個人身份證明或其他證明，以助登入有關電子服務；

“Information” Means any transaction or market data, bid and ask quotations, news report, third party analysts' reports, research and other information relating to securities and the securities markets;

“資訊”是指任何交易或市場的資料、買入及賣出價、新聞報導、第三者分析員報告、研究和其他資訊；

“Password” Means the Client's password, used in conjunction with the Login ID, to gain access to the Internet Trading Services.

“密碼”是指客戶之密碼，配合登入 ID，以登入電子服務。

- 1.3 References to “Instructions” in the Agreement are deemed to include Internet Trading instructions given by means of the Internet Trading Services.
協議中提及的「指示」將被視為包括通過電子服務發出的電子交易服務指示。

- 1.4 “Notice or Communication” referred to in the Agreement may be sent solely by means of Internet Trading Services if the Client consents and such consent can be given initially as indicated in the Account Opening Information Form or subsequently by Internet Trading Services. Notices and Communication delivered by Internet Trading Services shall deem to have been duly delivered at the time of transmission.
如客戶同意，分別在現金客戶協議中提及的「通知及通訊」可以由電子服務發出，及此同意可在開戶資料表格中列明，或隨後透過電子服務表明。由電子交易服務發送的通知和通訊將被視為已經在傳送時妥善發出。

2 Use of Internet Trading Services

電子交易服務的使用

- 2.1 Client shall use the Internet Trading Services only in accordance with this Schedule, the Agreement and the instructions procedures as set out in ISL's Instruction Manual which is supplied to the Client from time to time;
客戶需按本附表、協議及創陸證券不時提供之用戶指南所規定的各種指示和程序使用電子交易服務；
- 2.2 Client confirms that only the Client shall be the only authorized user of the Internet Trading Services with ISL and will be required to use its identification to access the Internet Trading Services;
客戶確認只有客戶本人是使用創陸證券電子交易服務的 唯一授權用戶，及需以正確的身份登入電子交易服務；
- 2.3 Client will be given its Login ID and Password upon successful account opening with ISL and that the Internet Trading Services shall be activated accordingly. Prior to execution of any instructions, ISL has the full right to request Client placing cash and/or securities deposit as will be informed by ISL from time to time;
客戶在與創陸證券成功開戶後，創陸證券將向客戶發出登入號碼和密碼，而電子交易服務亦啟動。創陸證券有權要求客戶按創陸證券時的通知，客戶在執行其任何指示前存入現金和/或證券。
- 2.4 Client shall be responsible for the confidentiality and proper use at all time of its identification. ISL is authorized (but not obligated) in its absolute discretion to act on any instruction received in relation to the Account without any liability to verify the validity and/or authenticity of such instruction once the correct user identification of the Client has been inputted;
客戶需對其登入號碼和密碼的保密及使用承擔責任。當客戶帳戶的正確戶口代碼輸入後，創陸證券獲授權（但無義務）按其酌

情權依據已接收之有關客戶之指示而行事，而並無責任核實該指示之有效性及/或真確性。

- 2.5 Client shall immediately inform ISL if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
如客戶發現登入號碼或密碼有任何遺失、盜竊或未經授權使用，應立即通知創陸證券。
- 2.6 ISL has the right to suspend the Internet Trading Services if an incorrect Login ID and password are entered more than 4 occasions;
如果錯誤的登入號碼和密碼被輸入超過四次，創陸證券有權暫停提供電子交易服務；
- 2.7 Client acknowledges that all information and data posted on the web-site of ISL or otherwise make available on or through or Internet Trading Services and/or the website are for reference only and shall not be in any circumstances be binding or intended for trading or any other purposes;
客戶認知所有登於創陸證券網站，或以其他方式通過電子交易服務及/或網站提供的資訊及數據僅供參考之用，於任何情況下均無約束力，亦不擬用作交易或任何其他用途；
- 2.8 Client agrees to pay all subscription, service and user fees, if any, that ISL charges for the Internet Trading Services and authorizes ISL to debit the Client's Account with the same;
客戶同意支付因創陸證券提供電子交易服務而須收取的所有訂購費、服務費和用戶費(如有的話)，並授權創陸證券可從客戶的帳戶中扣除該類費用；
- 2.9 Client agrees to provide ISL with the Client's e-mail address, and promptly provide ISL with any changes to the Client's e-mail address, and to accept Internet Trading communications from ISL at the e-mail address the Client has specified;
客戶同意向創陸證券提供電子郵件地址，及立即通知創陸證券客戶電子郵件地址的任何改動；並在客戶指定的電子郵件地址接受創陸證券的電子通訊；
- 2.10 Client shall be bound by any consent the Client gives through the Internet Trading Services from ISL in relation to providing any notices, statements, trade confirmations and other communications to the Client solely through Internet Trading Services.
創陸證券透過電子服務向客戶提供任何通知、結單、交易確認及其他通訊，客戶同意被受約束。

3 Instruction via Internet Trading Services

經電子交易服務發出指示

- 3.1 Upon giving instruction via the Internet Trading Services, Client shall check via the Internet Trading Services that its instruction has been correctly acknowledged by ISL.
客戶通過電子服務發出指示後，應通過電子交易服務核對所發出的指示是否已被創陸證券正確地確認。
- 3.2 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Internet Trading Services and that an Instruction may only be amended or cancelled if it has not been executed by ISL. In such circumstances ISL will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by ISL in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instruction.
在不限制上述的概括性原則下，客戶確認並同意，一旦通過電子交易服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被創陸證券執行時方有可能進行修改或取消。在這種情況下，創陸證券將盡可能修改或取消指示，但是，儘管創陸證券已確認有關修改或取消指示，也不能保證該修改或取消一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。
- 3.3 In the case the Internet Trading Services is not available, the Client shall place its instructions in accordance with Clause 4 of the Agreement.
如果電子服務未能使用，客戶將根據客戶帳戶協議書第4條規定發出指示。

4 Intellectual Property Rights

知識版權

- 4.1 Client acknowledges that any information and data provided through the Internet Trading Services relating to securities, financial products and securities and financial markets has been obtained from securities exchanges and markets and from other third party information or service providers appointed by ISL from time to time and that such information and data are protected by copyright and other intellectual property laws, and are provided for Client's personal non-commercial use only, and Client shall not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of ISL or such information / service providers.
客戶確認，任何透過電子交易服務提供的任何有關證券及證券市場的資訊及數據，乃是創陸證券從證券交易市場及不時委聘的其他第三資訊或服務提供者所取得，而該等資訊及數據可能受版權法的保護，並只供客戶作非商業性的私人用途。未獲創陸證券或該等資訊或服務提供者的准許前，客戶不得使用、再製造、再將遞、發放、出售、分派、出版、轉播、散佈或作其他商業用途。
- 4.2 All proprietary and copyright and other intellectual property rights in or subsisting in the Internet Trading Services or web-site are the exclusive property of ISL or the relevant information provider and service providers. Client shall not temper with, modify, or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Trading Services or any of the software comprised in it. The Client shall immediately notify ISL when it becomes aware that any of such unauthorized use or access to the Internet Trading Services by any other person.
電子交易服務的一切所有權及版權及其他知識產權，均為創陸證券或有關資訊或服務提供者的獨家資產。除得創陸證券授權外，客戶不得竄改、變改或以任何其他形式更改，或以任何形式取用或企圖取用電子服務的任何部份。客戶倘知悉其他人士對電

子服務有任何該等未獲授權的使用 或取用，須即時通知創陸證券。

- 4.3 Client agrees that ISL shall be entitled to terminate this Internet Trading Agreement if at any time the Client breaches, or if ISL at any time reasonably suspects that the Client has breached, this warranty and undertaking.
當創陸證券發現客戶違反，或合理地懷疑客戶違反其對 創陸證券保證及 諾，客戶同意創陸證券有權終止 此網上交易協議書。

5 Limitation of Liability and Indemnification

責任和賠償的限制

- 5.1 ISL, its affiliated companies, correspondent agents and the Information Providers shall not be responsible for any losses, costs expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:
創陸證券、關聯公司、業務代理及資訊供應者對於 難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括(但不限於)：
- (a) delays, failure (mechanical failure, power failure), malfunction, breakdown or inaccuracies in transmission of communications to or from ISL through telephone, Internet Trading or other systems that are not under ISL's control;
不在創陸證券控制下，通過電話、電子或其他系統 與創陸證券進行通訊往來的延誤、故障(機械故障、電力故障)、失靈、或不準確；
 - (b) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by Information Providers;
資訊供應者所提供的股市研究、分析、市場數據以及其 他資訊的延誤、不準確、遺漏或缺乏；
 - (c) unauthorized access to communications systems, including unauthorized use of the Client Login ID, password and/or account numbers; and
未經授權下進入通訊系統、包括未經授權下使用客戶的 登入號碼、密碼和/或帳戶號碼；
 - (d) any law, rules, regulations, government restrictions, labor disputes or closure of or disruption to orderly trading on any markets or Exchanges, or caused by severe weather conditions and acts of God.
任何法令、法例、規則、政府的限制、勞工糾紛或任何 市場或交易所的正常交易被關閉或中斷，或惡劣的天氣 情況及天災。
- 5.2 Without prejudice to any other provisions hereof and unless due to the gross negligence or willful default of ISL, the Client shall fully indemnify and keep indemnified ISL and its subsidiaries, associated company, affiliates, officers employees and agents against all liabilities claims demand losses damages costs, charges and expenses of any kind (including without limitation legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against ISL in connection with the provision of the Internet Trading Services and/or the website and/or access to the information or data thereon and/or the exercise or preservation of ISL's power and rights ISL may have.
在不損害本附表之任何其他條文之原則下，除非由於創陸證券之嚴重疏忽或故意失責所引致，否則對於因提供電子 服務及/或網站及/或取用其中的資訊或數據，及/或行使或維 持創陸證券在本協議書內訂明之權力及權利而可能招致 之一切法律責任、索償、要求、損失、損害賠償、訟費、任 何種類之費用及開支(包括但不限於按全數彌償基準支付之 法律費用)以及可能由創陸證券提供或針對創陸證券。
- 5.3 ISL does not in any way warrant that (i) any services provided in connection with or any of the Client's use of the Internet Trading Services and/or website will be free of errors, interception or interruption; (ii) the information data, or other materials provided, used or accessible in connection with the Internet Trading Services and/or the website will be free of viruses, disabling devices.
創陸證券概不在任何方面保證(i) 與客戶使用電子服務 及/或網站有關而提供之任何服務不會出錯、被截取或中斷； 或(ii) 電子服務及/或網站所提供、使用或可取用之資訊、數 據或其他材料不會有病毒、妨礙運作之設計。
- 5.4 The Client agrees to defend, indemnify and hold ISL, its Subsidiary, Associated Company, Affiliates, Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from the Client's violation of the Agreement (including this Schedule), applicable laws and regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive despite the termination of this Schedule.
客戶同意，如客戶違反了客戶帳戶協議書(包括網上交易協 議)、適用的證券法例或規例、或任何第三方的權利，包括(但 不限於)對任何版權的侵犯、對任何知識產權的侵犯以及對任 何私隱權的侵犯，而使創陸證券、其子公司、關聯公司、 附屬公司、業務代理及資訊供應者遭受任何或所有索償、損 失、責任、開支和費用(包括但不限於律師費)，客戶將就此對其作出賠償，及 保證創陸證券其子公司、關聯公司、附 屬公司、業務代理及資訊供應者不會因此而招致任何損失。即使終止本網上交易協議， 客戶在此的責任將仍然有效。
- 5.5 The Client accepts that while ISL endeavours to ensure the accuracy and reliability of the Information provided, ISL does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from and inaccuracies or omission.
客戶接受，儘管創陸證券將盡力確保所提供的資訊的準確性和可靠性，創陸證券並不能絕對保證這些資訊準確和可靠，及對於 資訊出現任何不準確或遺漏而導至客戶遭受的任何損失或損害，創陸證券概不承擔責任(無論是在 民事過失、合約或其他法律上)。

6 Notices and Communications

通知及通訊

- 6.1 Client's instruction shall not be deemed executed unless so stated in ISL's regular Statements of the Account and/or confirmation of

execution given by ISL online and/or other means of advice. The Client agrees and acknowledges that it is its sole responsibility to keep records of such statement, confirmation and/or advice given by ISL and save for manifest error or unless proved to the contrary by the Client to ISL's satisfaction, ISL's record shall be deemed as conclusive and binding.

除非創陞證券定期發出之帳戶結單及/或創陞證券 於網上發出之執行確認書及/或以其他方式作出之通知明確 訂明外，否則有關指示不得被視作已執行。客戶同意及承認，保持創陞證券發出之該等結單、確認書及/或其他通知完全屬客戶責任，除非創陞證券之記錄有明顯錯誤或 除非客戶證明並全創陞證券確認接受實情並非如此，否則創陞證券之記錄須被視作最終定論及具約束力。

- 6.2 Without prejudice to any other terms hereof or other terms applicable to the Account, Client agrees that the Client is under a duty to promptly check and verify the contents of each of ISL's regular Statements of Account and/or confirmation of execution given by ISL online and/or other means of advice, and report to ISL any discrepancies if necessary as soon as possible. Such online advice and/or confirmation shall be deemed received by the Client after transmission by ISL.

在不影響本文件或任何其他帳戶之條款之情況下，客戶同意，客戶有責任從速查對及核實創陞證券發出之每份定期帳戶結單及/或以其他方式作出之通知之內容，及如有必要，須儘快向創陞證券通知任何不符之處。該等網上通知及/或確認書經創陞證券傳送後，即被視作已獲客戶收悉。

- 6.3 For the avoidance of doubt, Client agrees that it is Client's duty to notify ISL immediately if the Client does not receive ISL's regular statements of the Account or such on line confirmation and/or other means of advice given by ISL in respect of any transactions within the time usually required for receipt of similar statements, confirmation and/or advice.

為免生疑問，客戶同意，倘若客戶通常應收取類似結單、確認書及/或通知之時間內，仍未就任何交易收到創陞證券之定期帳戶結單及/或網上確認書及/或其他形式之通知，則客戶有責任即時知會創陞證券。

7 Joint and Several Liability

共同及各別責任

- 7.1 Where the Client is a body corporate, the Client and its authorized signatories who signed this Schedule on behalf of the Client agrees to assume all liabilities and obligations of the Client under the terms hereof on a joint and several basis and all transactions effected by ISL pursuant to the terms hereof shall be binding on the Client and such authorized signatories in all aspects.

倘客戶為法人團體，客戶及代表客戶之授權簽署人同意共同及各別地承擔客戶依據本附表需承擔之一切責任及義務，而創陞證券根據附表而達成之所有交易，將於各方面對客戶及該授權簽署人均具約束力。

- 7.2 Where the Client is a joint account, all joint account holders agree to assume all liabilities and obligations of the Client under terms hereof on a joint and several basis and all transactions effected by ISL pursuant to the terms hereof shall be binding on all joint account holders in all aspects.

倘客戶為聯名帳戶，所有聯名帳戶持有人同意共同及各別地承擔客戶依據本附表條款需承擔之一切責任及義務，而創陞證券根據本附表而達成之所有交易，將於各方面對所有聯名帳戶持有人均具約束力。

- 7.3 Immediately upon request by ISL, the Client shall inform ISL, or other regulators as directed by ISL, of the identity, address, occupation and contact details of the person for whom the transactions effected by the Client and of the person with the ultimate beneficial interest in the transaction. The Client shall also inform ISL, or the regulators as directed by ISL, of the identity, address, occupation and contact details of any third party who originated the transaction.

在創陞證券要求時，客戶需立即知會創陞證券或創陞證券指定的監管機構有關客戶所屬人士及該宗交易的最終受益人的身份、地址、職業及聯絡資料。客戶亦需知會創陞證券或創陞證券指定的監管機構有關經第三者交易的身份、地址、職業及聯絡資料。

8. Termination of Internet Trading Services

終止電子交易服務

Notwithstanding any provision of the Terms, ISL shall have the right exercisable at its discretion at any time to terminate, without liability to the Client, the v access to the Internet Trading Services or to any information or data from any information or service provider or any part of it, without notice and without limitation, for any reason **whatsoever, including any unauthorized use of any of the service, information, data, or any user identification or account number.**

不論此等條款之任何規定，在毋須任何通知、無任何規限及基於任何原因下，包括發生對任何服務、資訊、數據、或任何用戶識別或戶口號碼的任何未獲授權的使用，創陞證券有絕對酌情權於任何時間終止客戶取用網上服務或從任何資訊或服務提供者取用任何資訊或數據，而不須向客戶負任何責任。

9. Risk Disclosure Statement

風險披露聲明

The Client acknowledges that, apart from other relevant risks, there are additional risks applicable to internet trading including without limitation the following risks:

客戶認知，在其他相關風險以外網上交易還有額外的風險，其中包括：

- 9.1 System Failure
系統失靈

Client understands that transactions via Internet Trading Services, will expose to risk associated with the Internet Trading Services system including the failure of hardware and software, and the result of system failure may cause the transaction not being executed according to original instruction or the transaction not executed at all.

客戶明白透過網上服務進行的買賣，便需承受該電子服務帶來的風險，包括有關系統硬體和軟件可能會失靈的風險，系統失

靈可能引致買賣盤未能根據原來指示執行，甚或完全不獲執行。

9.2 System delays

系統延誤

Client acknowledges and bears the risk that due to unpredictable traffic congestion and other reasons, Internet Trading Services may not be reliable and Transactions conducted via Internet Trading Services may be subject to delays in transmission and receipt of your instructions or other information, delays in execution or execution of instruction at prices different from those prevailing at the time the instruction are given. ISL shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to the Client due to any failure of communication facilities, or any other delays beyond the reasonable control of ISL.

客戶明白，由於未可預計的交通擠塞和其他原因，網上服務可能並不可靠，及存在通過網上服務進行的交易在傳輸或接收指示或資訊過程中可能被耽誤、延遲執行指示或有關指示，以有別於發出指示時市價執行，指示在傳輸時被中斷或停頓風險。因此等網絡延誤包括但不限於通訊設施失效引起之傳送指示/執行下單或向客戶傳送報告之延誤，或其他不受創陞證券控制因素引起之延誤，創陞證券對此等網絡延誤所引致之後果或失誤一概恕不負責。

9.3 Order routing and handling

交易指示經互聯網處理之風險

Communications over the Internet may be subject to transmission blackout, interruption, interception, or incorrect data transmission due to public nature of the Internet or other reasons that are beyond ISL's control. Messages sent over the Internet cannot be guaranteed to be completely secure. The Client shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from ISL's system. ISL shall not be responsible for any losses or damages incurred or suffered as a result thereof.

藉互聯網進行通訊及資訊傳遞，有可能會因公共網絡有公共性或不受創陞證券控制的其他因素而引致傳遞停頓、中斷、被截取、或資料傳遞失當或失準。藉互聯網傳遞之通訊及資訊能確保安全及不受干擾。客戶須了解並承擔經創陞證券系統傳送出或傳進入創陞證券系統之任何訊息/指示皆存在延誤、損失、失準、變動、受干擾或病毒入侵的風險。創陞證券對此等情況所引起之損失或損害一概恕不負責。

Fourth Schedule
附表四

有關香港個人資料(私隱)條例(「私隱條例」)之通知

NOTICES RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE OF HONG KONG (the “PDPO”)

- 1 你須不時就開設或維持交易帳戶、開設或維持信貸安排或者與有關的經紀、股票託管和投資諮詢服務向創陸證券及/或任何其他集團成員提供有關的資料。資料將由創陸證券根據有關法律、規例、規章、規範或指引的要求收集的。
From time to time, it may be necessary for you to supply Innovax Group with data in connection with the opening or continuation of Accounts and the establishment or continuation of credit facilities or provision of the relevant trading, nominee and/or investment advisory services. The data is collected pursuant to applicable laws, regulations, rules, codes or guidelines binding on Innovax Group.
- 2 如你未能提供有關資料，可能導致創陸證券及/或任何其他集團成員將無法為你開設或維持帳戶，或開設或維持信貸安排，或提供證券交易、股票託管和投資諮詢服務。
Failure to supply such data may result in Innovax Group being unable to open or continue accounts or establish or continue credit facilities or provide securities trading nominee and/or investment advisory services to you.
- 3 資料亦會因應要維持正常業務聯繫的需要而向你收集。這包括從客戶調查機構獲得的信息。
It is also the case that data may be collected from you in the ordinary course of the continuation of the business relationship. This includes information obtained from client reference agencies.
- 4 與你有關的資料主要有如下用途：
The purposes for which the data relating to you may be used are as follows:-
 - 4.1 為你提供有關的日常運作服務和信貸服務；
the daily operation of the-related services and credit facilities provided to you;
 - 4.2 進行信貸檢查(包括但不限於提交消費信貸(包括抵押貸款)的申請單時、以及慣常的每年壹次或數次定期或特別的信貸評估);
conducting credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which normally will take place one or more time each year).
 - 4.3 創建和維護創陸集團的信貸及風險相關模型
creating and maintaining Innovax Group's credit and risk related models;
 - 4.4 協助其他財務機構進行信貸檢查及收賬；
assisting other financial institution to conduct credit checks and collect debts;
 - 4.5 確保你有可靠的信貸償還能力；
ensuring on-going credit worthiness of you;
 - 4.6 根據你的需要設計有關的財務或相關產品；
designing financial services or related products for your use;
 - 4.7 為你推廣財務服務和相關產品；
marketing financial services or relating products for your use;
 - 4.8 確定你尚未繳付或尚欠你之款項；
determining the amount of indebtedness owed to or by you;
 - 4.9 向你收取尚未清還及作為抵押的款項；
collection of amounts outstanding from you and amounts as security for your obligations;
 - 4.10 為遵守對創陸證券及/或任何其他集團成員具有約束力的有關法律、規例、規章、規範或指引的要求，而披露的資料；
meeting the requirements to make disclosure under the requirements of any law, regulations, rules, codes or guidelines binding on Innovax Group;
 - 4.11 授權創陸集團的實際或建議受讓人或創陸集團參與人或附屬參與人；及
enabling an actual or proposed assignees of Innovax Group or participant or sub-participant of Innovax Group; and
 - 4.12 其他與任何上述有附屬或附帶關係的用途。
purposes ancillary or relating to any of the above.
- 5 創陸證券及/或任何其他集團成員將把你的資料保密但亦可就第4段所述的用途向下列各方披露客戶的有關資料：
Data held by Innovax Group relating to you will be kept confidential but Innovax Group may provide such information to the following parties for the purposes set out in paragraph 4:-
 - 5.1 任何創陸證券的集團成員。
any member of Innovax Group.

- 5.2 向創陸證券及/或任何其集團成員提供的業務活動有關的管理、電訊、電腦、法律、會計、股票交收或其他服務的任何代理人、合約商或者第三者；
any agent, contractor or third-party service provider who provides administrative, telecommunications, computer legal, accounting, payment or securities clearing or other services to Innovax Group in connection with the operation of its business;
- 5.3 任何對創陸證券及/或任何其集團成員有保密責任之人士；
any other person under a duty of confidentiality to Innovax Group;
- 5.4 與你有業務往來或即將有業務來的財務機構；
any financial institution with which you have or propose to have dealings;
- 5.5 任何創陸證券及/或任何其集團成員的實際或可能承讓人，或者創陸證券及/或任何其集團成員就你而擁有之權益的參與人或次參與人或轉讓人；
any actual or proposed assignee of Innovax Group or participant or sub-participant or transferee of ISL's rights in respect of you;
- 5.6 創陸證券及/或任何其集團成員因應法律或有關監管機構要求必須向其作出披露的有關人士；
any person to whom Innovax Group is compelled by law or by relevant regulatory authorities to make disclosure;
- 5.7 經客戶直接或間接同意的任何人士；
any person with your express or implied consent;
- 5.8 創陸證券及/或任何其集團成員因本身利益需要而必須對其作出披露的任何人士；及
an person where Innovax Group's interests require disclosure; and
- 5.9 因公眾利益而需要對其作出披露的任何人士。
any person where the public interest requires disclosure.
- 6 您謹此確認創陸證券及其集團成員擬/會成為「海外帳戶稅收合規法案」所定義之境外參與金融機構(“PFFI”)。您並謹此授權創陸證券及/或任何其集團成員披露有關您、您的帳戶、美國證券相關的資金及其他持有資產的資料。
You acknowledge that Innovax Group is classified as a Participated Foreign Financial Investor within the meaning of FATCA. You hereby authorize Innovax Group to disclose any information concerning you, your securities account and any U.S. securities, monies or other assets held in your securities accounts:
- 6.1 予(任何創陸證券因應客戶協議的條款及細則而指定的交易商、託管機構、結算代理或其他人士(無論香港境內或以外)；
to any broker, custodian, clearing agent or other person(s) (whether within or outside Hong Kong) appointed by Innovax Group in connection with the services provided pursuant to the provisions in the Client's Terms and Condition;
- 6.2 因應適用之法律或「海外帳戶稅收合規法案」的合規需求，而按指示提供予任何政府、司法部門、監管機構或交易所(無論香港境內或以外)
upon request, to any government, legal or regulatory authority or exchange (whether within or outside Hong Kong); or
- 6.3 其他人士(不論在香港或香港以外)遵守適用之法律或FATCA
to such other persons (whether within or outside Hong Kong) in compliance with the Applicable Laws or FATCA.
- 7 If a change in circumstances makes any information on any of the self-certificate issued by IRS (e.g. W9 / W8 forms), you have submitted incorrect, you must notify the withholding agent, payer, or FFI with which you hold an account within 30 days of the change in circumstances and you must file a new self-certificate or other appropriate form. An FFI shall rely on a properly completed self-certificate to establish your status to distinguish if you are a U.S. person. The self-certificate should be provided to the FFI when requested, Failure to do so could result in 30 percent withholding on income paid or credited to you as a recalcitrant account holder from sources within the United States.
如有任何更改從而令到您此前提交,由美國國稅局發出的聲明書(例如W9或W8表格),變得不正確,您必需於三十日內就有關更改通知並提交更新而正確聲明書,或其他合適的文件/表格,予開設有您的帳戶的預扣代理或美國境外金融機構。美國境外金融機構可依賴您所提供的正確填寫的聲明書以判別您是否美籍人士。您需應美國境外金融機構提供更新而正確的聲明書,如有違反您將被視作不合作方,從而引致來源自美國支付或撥帳予您的30%的收入被當作預扣稅款扣除。
- 8 在履行本身的業務活動過程中,創陸證券及/或任何其集團成員可能在法律允許的範圍內,把你所提供的或創陸證券及/或任何其集團成員其後為此目的或其他目的所獲得的私人資料與香港及海外的政府機構、其他監管機構、公司、公共機構或個人所持的資料進行校對、比較、轉換和交換該等資料的可靠性。
In the course of performing ISL's and/or any member of ISL's duties, Innovax Group may as permitted by law, match, compare transfer or Exchange any personal data provided by you with data held, or hereafter obtained, for these or any other purposes by Innovax Group, government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data.
- 9 在符合私隱條例之條款之下,任何個別人士:
Under and in accordance with the terms of the PDPO any individual:-
- 9.1 有權查詢創陸證券及/或任何其集團成員是否持有他/她的資料並有權取得該等資料;
has the right to check whether Innovax Group holds data about him/her and the right of access to such data;
- 9.2 有權要求創陸證券及/或任何其集團成員更改有關他/她的錯漏資料;及

has the right to require Innovax Group to correct any data relating to him/her which is inaccurate; and

- 9.3 有權查詢創陞證券及/或任何其集團成員擁有該些資料的政策和應用範圍，並可瞭解創陞證券及/或任何其集團成員所持有的私人資料的種類。
has the right to ascertain ISL's and/or any member of ISL's policies and practices in relation to data and to be informed of the kind of personal data held by Innovax Group.

- 10 在符合私穩條例之條款的情況下，創陞證券及/或任何其集團成員有權對資料查詢人士收取合理費用。
In accordance with the terms of the PDPO, Innovax Group has the right to charge a reasonable fee for the processing of any data access request.
- 11 任何人士如欲查詢或更正資料或查詢有關政策和應用範圍以及私人資料的種類等資料，請聯絡下述人士查詢：
The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-

合規部

Compliance Department

創陞證券有限公司

Innovax Securities Limited

香港灣仔告士打道128號祥豐大廈20樓A-C室

Unit A-C 20/F Neich Tower, 128 Gloucester Road, Wan Chai, Hong Kong

Fifth Schedule 附錄五

美國《海外戶口稅收合規法案》 The U.S. Foreign Account Tax Compliance Act ("FATCA")

This Schedule is supplemented to the Agreement for Securities Trading Account ("Agreement") entered into by ISL and the Client to which this Schedule is annexed whereby pursuant to the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (FIs), are required to comply with an expansive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on certain U.S. payments constituting "withholdable payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign passthru payments). Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain Clients to the United States Internal Revenue Service (IRS).

本附表是補充創陞證券與客戶簽訂的證券交易賬戶協議(“協議”)的附錄,根據美國《海外戶口稅收合規法案》(“FATCA”)規定,所有非美國機構而被廣泛定義為金融機構者,由2014年7月1日起,必須遵守一個廣泛的檔案和報告制度,或被徵收30%的美國預扣稅,即“預扣付款”(由2017年起,此30%的預扣付款將由所售賣資產的總收益中扣除、或可能因透過中間機構投資而有轉付款項中扣除)。部分不作為的非美國機構而又非金融機構,則需要證明其沒有主要美國實益擁有人,或2014年7月1日起,被徵收上述的30%美國預扣稅。FATCA的匯報責任,主要是要求金融機構獲取和披露部分客戶資料給美國國家稅務局(“美國稅局”)。

The impact of FATCA on FIs in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country. 對某些國家而言, FATCA 對其金融機構的影響或會在該國與美國政府間協議(“IGA”)中有所修改。

A Hong Kong IGA should apply to ISL as it is resident in Hong Kong. Under the Hong Kong IGA, ISL is obligated to apply prescribed due diligence procedures, and report “U.S. Accounts” and account information with respect to “Nonparticipating Financial Institutions” to the IRS.

香港 IGA 適用於創陞證券。根據香港 IGA, 創陞證券必須進行有關規定的盡職調查、匯報“美國帳戶”和有關“不參與外國金融機構”的帳戶給美國稅局。

Clients may be requested to provide a self-certification or other documentation to ISL in order to establish their tax residence. Furthermore, if there is any change in circumstances that would affect the Clients' tax residence statuses or there is reason for ISL to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Clients.

創陞證券或會要求客戶提供個別證明或其他文件,以核實其稅務上的常駐國家。另外,若客戶情況有變而會影響其稅務上的常駐國家狀況或創陞證券有理由認為客戶的稅務上的常駐國家有錯誤或不可靠,則創陞證券或會要求客戶更新證明文件或補充其他文件。

Where any conflict arises between the Agreement and the provisions of this Schedule, the provisions of the latter shall prevail.

若協議與本附錄的條文有任何抵觸或不相符,概以後者為準。

The Client hereby agrees with the following terms and conditions in relation to FATCA:-

客戶現同意以下有關 FATCA 的條款及條件:

1. Interpretation 定義

- (a) “Code” means the U.S. Internal Revenue Code of 1986, as amended.
“守則”即美國國稅局守則 1986 及其修正案。
- (b) “FATCA” means
“FATCA”即
 - i. the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance;
根據美國國家稅務局第 1471 至 1474 條守則的或國庫法規的《海外戶口稅收合規法案》,及後修改或新增的官方指引;
 - ii. 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
在任何司法管轄區頒布的條約、法律、法規,或美國和其他司法管轄區簽署(在任何情況下),有利於上述(a)款之執行的政府間協議;
 - iii. 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.
根據上述(a)或(b)款,所實施的美國稅局、美國政府或政府機關或稅務機關有關的美國與其他司法管轄區簽署的協議。
- (c) “FATCA Withholding” means a deduction or withholding from a payment under the Agreement as required by FATCA.
“FATCA 預扣”即協議中,按 FATCA 所要求而扣減或扣除的款項。

- (d) "FATCA Withholdable Payments" include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income, in each case, from sources within the U.S., as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the U.S. FATCA will also require withholding on the gross proceeds of such sales for payments made after December 31, 2016. Certain U.S. sourced financial payments in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees are also included.

"FATCA 預扣付款"包括從美國獲取利息款項(含原發行折扣)、股息、固定或確定的年度或定期收益、利潤和收入。以及，在美國出售任何資產的總收益，或所產生的利息或股息。於2016年12月31日以後，FATCA要求預扣因出售變現的總收益。某些從美國獲得的金融報酬，如借貸交易、投資顧問費、保管費、銀行或經紀費也包括在內。

2. Representation and warranty 聲明和保證

The Client hereby represents and warrants that all the information and documents provided in connection with Form W-8 and/or information on the account opening form and/or other documentation for which the account holder provided by the Client are true, correct, complete, and not misleading. The Client undertakes to notify ISL promptly (and within 30 days of such change) in writing with updated information and documents whenever there is any change in such information or documents.

客戶在此聲明和保證有關開戶及/或 W-8 表格所提供的資料和文件，及/或提供有關帳戶持有人的文件內容真實、準確、完整，且無誤導成份。客戶保證，若資料和文件有任何變更，會盡快(即 30 天內)書面通知創陞證券。

3. Requests for additional identification documents for FATCA purposes 索取額外的身份證明文件，以滿足 FATCA 的要求

In order to comply with FATCA and in accordance with any local or foreign law, legislation or regulation and/or to satisfy ISL's Reporting Obligations, the Client agrees and consents that ISL may gather, store, use, process, disclose and report to any such Tax Authority any Personal Information that provides to ISL.

為遵守 FATCA、本地或外國法例、法律或規例及/或滿足創陞證券的匯報責任。客戶同意創陞證券收集、儲存、使用、執行、披露和匯報客戶的個人資料，並向稅務機關透露。

ISL reserves the right to request and the Client has the obligation to provide to ISL additional documentary evidence to validate the U.S. or non-U.S. status for FATCA purposes by ISL during the course of relationship.

創陞證券保留要求客戶提供額外個人資料的權利，以核實客戶是否屬於美國戶籍，以符合 FATCA 的要求。

If the Client fails to provide ISL with any of the necessary information or to take action as is specified by ISL in the Client Consent Form within the time period specified, ISL shall be entitled to reach whatever conclusions that ISL considers to be appropriate and ISL reserves the right to close the Client's Account or classify the Client's Account as "non-consenting" or "non-participating FFI" or execute withholding and reporting under FATCA regulations.

若客戶拒絕向創陞證券提供所需之資料或在指定時間內不執行有關的指示，創陞證券在權對客戶作出任何總結，如取消客戶帳戶、把客戶帳戶定義為“不同意”、“不參與外國金融機構”，甚至進行 FATCA 預扣匯報。

4. Consent from the Client to disclosure information to tax authority 客戶同意向稅務機關披露資料

The Client hereby agrees that it is reasonable and appropriate for ISL or its subsidiaries/affiliates to collect the above information. The Client agrees to the sharing of the information, together with any other information collected by ISL for the purposes of FATCA, with its subsidiaries/affiliates and also with the relevant government/tax authorities, based on the relevant tax requirements and subject to all applicable laws and regulations. The above process together with the related data processes may involve a transfer of information outside the Hong Kong Special Administrative Region and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/ authorities. If a payee or any third party information is involved in any of the transfer, the Client agrees that the Client has obtained all necessary consent from all such relevant parties in providing the above.

客戶同意創陞證券、其子公司/分支機構可以合理和適合地收集個人資料。客戶也同意創陞證券，因應 FATCA、稅務條例和其他法律法規的要求，而與其子公司/分支機構或政府、稅務機關分享其個人資料。以上資料或會傳送到海外，或會交給中介人、服務供應商、對手、政府機關。若資料涉及第三方，客戶在此表示已獲得第三方的同意。

5. Consent to deduct, withhold and block 同意扣減和扣起款項及暫停交易

The Client acknowledges and agrees that notwithstanding any other provisions of the Agreement:

客戶確認及同意，即使本協議中的其他條款及規則有任何其他規定：

- (a) any payments by ISL under this Schedule, will be subject to withholding and deduction considered by ISL at its sole and absolute discretion as required by FATCA;
創陞證券根據本附錄支付的任何款項，將須由創陞證券按其全權及絕對酌情權視為在外國規定下所需而被扣起及扣減；
- (b) any amounts withheld under (i) may be held in whatever account or in whatever manner determined by ISL at its sole and absolute discretion; and
根據(i)被扣起的任何款項可於創陞證券按其全權及絕對酌情權所決定之戶口或方式持有；及
- (c) neither ISL nor any of its subsidiaries/affiliates shall be liable for any gross up, loss or damage suffered as a result of ISL's exercising of its

rights under this clause.

創陸證券或其任何聯屬公司將無須對因創陸證券行使本條款下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

The Client acknowledges and agrees that any transaction, payment, instruction or service under this Schedule may be delayed, blocked, transferred or terminated where considered by ISL at its sole and absolute discretion as required for ISL to meet its obligations including those under FATCA. 客戶確認及同意，創陸證券為履行任何外國法規定項下的義務，創陸證券按其全權及絕對酌情權視作有需要時，創陸證券可延遲、暫停、轉讓或終止任何根據本附錄作出的交易、付款、指示或服務。

The Client further agrees that ISL shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as ISL deems fit all or part of any of the assets in the Client's account(s) that may produce funds to enable ISL to comply with its obligations considered by ISL at its sole and absolute discretion as required under FATCA; (ii) prohibit the Client from effecting any transactions through or under any of the Client's account(s) for such period as ISL deems necessary or appropriate.

客戶進一步同意，創陸證券將有全部授權(i)按創陸證券視作合適的任何方式以及有關價格及有關條款及條件出售、變現及/或以其他方式處置客戶戶口內可產生資金的任何資產的全部或任何部分，以讓創陸證券遵守按其全權及絕對酌情權視為在任何外國法規定下規定的義務；(ii)禁止客戶在創陸證券視作必須或適宜的有關期間內透過或在任何客戶戶口下進行任何交易。

6. Indemnity 彌償

Without limitation to any other indemnity provided by the Client to ISL under any other provision of the Agreement or any other schedules, the Client agrees to indemnify ISL, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of ISL, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Schedule or ISL's use of or reliance on any information, documents and supporting materials provided by the Client to ISL for the purposes of ISL's compliance with FATCA. The Client further agrees that ISL is entitled to withhold, retain or deduct such portion from the Client's assets in the possession or control of ISL or such amount(s) from any of the Client's account(s) with ISL as it determines to be sufficient to cover any amount which may be owed by the Client under this clause. This clause shall continue notwithstanding the termination of the relationship between ISL and the Client.

在並無限制客戶根據本條款及協議的任何其他條款或任何其他安排或協議向創陸證券提供的任何其他彌償的情況下，客戶同意就創陸證券、其代理、高級職員及僱員因該方提供含誤導成分或錯誤的資料，或並無遵守本附錄的任何規定，或創陸證券使用或倚賴客戶就創陸證券遵守任何外國法規定的目的而言而向創陸證券提供的任何資料、文件及支持材料而可能蒙受或招致的任何性質的所有負債、索償、付款要求、損失、稅項、成本費用、費用及開支，包括稅項、利息或罰金向創陸證券、其代理、高級職員及僱員作出彌償。客戶進一步同意，創陸證券有權從其管有或控制的客戶資產或客戶在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本條下可能結久的任何款項。儘管創陸證券與客戶與創陸證券的業務關係終止，此項彌償將繼續。

Seventh Schedule
附表七

Multi-Currency Denominated Products to the Client Trading Agreement
關於進行多種貨幣計價產品交易及交收

This Appendix is supplemental to the Client Trading Agreement (the “Client Agreement”) entered into by Innovax Securities Limited (“the Company” or “ISL”) and the Client whose name and address are set out on the first page of the Client Agreement whereby both parties accepted and agreed to be bound by the following Terms and Conditions which the Company may in its absolute discretion provide services and facilities to the Client from time to time as stated on this Appendix and the Client Agreement. 本附加條款是由創隆證券有限公司（以下簡稱「本公司」或「創隆證券」）與客戶雙方所簽訂，客戶姓名及通訊地址列於客戶買賣合約文件（以下簡稱「客戶合約」）首頁內。雙方同意遵循本附加條款及客戶合約所訂明的條款及規例，該條例及規則是按創隆證券有限公司以其絕對酌情權於本附加條款及客戶合約所訂明的任何時間向客戶提供的相關服務。

1. Scope of Application and Services
適用範圍及服務

- 1.1 These Terms and Conditions in respect of trading and settling multi-currency denominated products shall, unless otherwise determined by the Company or stated in applicable specific terms and conditions, apply to all services, trading and facilities provided or offered by the Company to the Client from time to time.
本附加條款關於進行多種貨幣計價產品交易及交收，除非本公司另行決定或適用之特別條款另有列明，將適用於本公司不時提供予客戶之所有服務、交易及相關融資貸款等。
- 1.2 The Company shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any service and such limit shall be determined by the Company at its discretion.
本公司有權不時就交易金額、操作程序或在其他情況下使用任何服務之細節加上任何限額或限制。本公司有酌情權決定對此等限額作出更改。

2. Multi-Currency Transactions
多種貨幣交易

- 2.1 The Account shall be in Hong Kong Dollars or such other multi-currencies as the Company may agree from time to time and in the event that the Client directs the Company to enter into any contract or trade any product on an exchange or other market on which such transactions are effected in a multi-currency: -
帳戶必須以港元或本公司不時同意之其他貨幣為單位，倘客戶指示本公司於任何交易所或其他市場訂立任何合約或買賣任何產品，而有關交易是以多種貨幣進行：-
- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client; 由於匯率波動影響該貨幣而產生之任何盈利或虧損及相關風險，全歸客戶承擔；
- (b) all initial and subsequent deposits for margin purposes, if any, shall be made in such currency in such amounts as the Company may in its sole discretion required; and
基本及隨後存入的保證金，如有，須按本公司全權酌情決定的貨幣及金額支付；及
- (c) when such a contract or product is liquidated the Company shall debit or credit the account of the Client in the currency in which such account is denominated at a rate of exchange (where the relevant contract or product is denominated in currency other than that of the account) determined by the Company in its sole discretion on the basis of the then prevailing money market rates of exchange between such currencies.
將合約或產品清償時，如有關合約或產品的貨幣單位與帳戶的貨幣單位不同，則須按本公司根據當時貨幣市場有關貨幣之間的通行匯率而全權酌情決定的兌換率，將有關款項兌換成適用於帳戶的貨幣，然後於有關帳戶存入或扣除。
- 2.2 All payments to be made by the Client to the Company in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges, or payments of any nature when received by the Company.
倘若客戶以港元以外之其他貨幣給本公司付款，當本公司收到此等款項時，此等款項必須是可以自由轉讓和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

3. Exchange Rate Risk
匯率風險

Movements in exchange rates can be sudden and drastic. Client shall bear any risk of loss arising from exchange rate fluctuations when trading multi-currency denominated products as in the case where any clearing, settlement, consolidation, or transfer requires the conversion of one currency into another, and such conversion shall be calculated at the prevailing market exchange rate.
外匯市場瞬息萬變，倘客戶進行的產品交易是以多種貨幣為單位，若任何結算、交收、合併或轉帳涉及貨幣兌換，則該兌換應按當時市場匯率計算。客戶須承受因匯價波動而引致虧損的風險。

4. Custodial Counterparty Risk
託管交易對手風險

The Company will exercise its due diligence to ensure effective segregation and closely review for potential risks relating to the custodial

counterparty such as breach of contract, insolvency or exposure to other financial difficulties, but this does not apply to an agent of the Nominated Custodian or a sub-custodian.

本公司將行使其應盡的努力以確保有效地分隔及密切檢討以防止關於託管交易對手的潛在風險如違約、無力償債或面對其他財務困難等，但並不適用於指定託管人的代理或子託管人。

5. Payment Interest

支付利息

The Client agrees to pay any amount due to the Company by the Client hereunder as they become due or on demand by the Company in immediately available or freely transferable funds in the relevant multi-currency on the relevant due dates for payment. The Company is authorized by the Client to debit any of the Client's accounts held by the Company to pay any amount due to the Company pursuant to the Terms or any transaction effected hereunder.

客戶同意就本附加條款及客戶合約下接到期日或應本公司要求向本公司支付所有應付款項，並以可即時動用或可自由轉帳的資金於相關到期日以相關的多種貨幣支付。本公司獲客戶授權，可從本公司代客戶而持有的客戶帳戶，扣除按本附加條款及客戶合約或執行任何交易向本公司支付所有應付款項。

If the Client fails to pay any amount (whether denominated in Hong Kong Dollars or multi-currency) when due and payable to the Company, the Company reserves the right to charge the Client interest on any such amount until the date payment is received by the Company. Unless otherwise indicated, the Client undertakes to pay interest to the Company in respect of any debit balance specified multi-currency on the Account or any amount owing by the Client to the Company (including interest arising after a judgment debit is obtained against Client) at any time at the rate determined by the Company from time to time. Such interest shall be calculated on a daily basis and payable on the last day of each calendar month or at such other time as determined by the Company.

倘客戶不能於到期日支付予本公司任何應付款項（不論以港元或以多種貨幣為單位），本公司保留權利向客戶就有關欠款收取利息，直至本公司妥收該等欠款。除另有指明外，客戶承諾，就帳戶內的任何結欠以所信明的多種貨幣為單位或所欠本公司的任何款項（包括對客戶判定債項後所獲取的利息），向本公司支付利息，並按本公司不時決定的利率計算。該等利息將按日計算並須於每月的最後一天或按本公司決定的其他時間支付予本公司。

Unless otherwise agreed, the Company will not pay the Client interest on any money (including client money) held for the Client. The Client agrees that the Company shall be entitled to retain any interest accrued on such monies.

除非另有協定，否則本公司將不會就代客持有的任何款項（包括客戶款項）給予客戶利息，客戶同意本公司可收取該等款項的任何相關利息。

6. Statement

結單

In accordance with the provisions of the Securities and Futures Ordinance, a consolidated monthly statement of Client's account denominated in multi-currency summarizing the transactions effected through such of the Services, Trading and Facilities utilized by the Client and selected by the Company during the preceding month will be issued by the Company wherever reasonably practicable.

本公司將按「證券及期貨條例」之規定並在切實可行的範圍內儘快發出在過去一個月內，客戶之交易，由本公司所選擇的綜合帳戶月結單以多種貨幣單位列示。

7. Right of Set-off & Lien

抵銷及留置權

Without prejudice and in addition to any general lien right of set-off or similar right to which the Company may be entitled by law the Company is hereby authorized and shall be entitled at any time without notice to the Client to combine or consolidate all or any of the Client's accounts of any nature an either individually or jointly with others (wherever situate and maintained with the Company for whatever purpose) with the Client's liabilities or obligations to the Company and set-off or transfer any sum or sums standing to the credit of any of such accounts in or towards satisfaction of any or all of the Client's liabilities to the Company under this Appendix and the Client Agreement, whether such liabilities be actual or contingent, primary or collateral, several or joint, or in any currencies. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by the Company to be applicable. In the event that the obligations or liabilities of the Client are not satisfied or discharged in full, the Company is hereby irrevocably authorized to sell all products, property and assets held by or in possession of the Company on behalf of the Client in any such accounts including but not limited to all options, stocks, shares or other securities (whether held for safe custody or otherwise) and utilize the proceeds to set-off and discharge all or part of the Client's liabilities or obligations to the Company regardless of whether any other person have an interest in such products, property and assets.

在不損害及附加於本公司在法律上所享有的一般留置權、抵銷權或類似權利外，本公司現獲授權及有權於任何時間及在無須通知客戶的情況下，綜合或合併客戶任何或所有的帳戶，不論任何性質、個別或與其他聯名之帳戶（不管在何處及為何目的客戶於本公司所持有之帳戶）及客戶所欠本公司的所有債務，進行抵銷、轉讓及/或使用該些帳戶內的任何結存餘額，以償還客戶於本附加條款及客戶合約下所欠本公司之所有債務，不論此等債務是確實或待確實的、首要的或附帶的，或以任何貨幣形式為單位的。倘任何抵銷、綜合、合併或轉帳涉及貨幣兌換，則該兌換應按本公司不可推翻決定認為適用的匯率計算。倘客戶未能清償所欠本公司之所有債務，本公司現獲不可撤銷的授權，出售本公司代客戶持有該等帳戶的所有產品、財產及資產，包括（但不限於）所有期權、股票、股份或其他證券（無論以妥為保管方式或以其他方式持有，並將出售所得款項用以抵銷及清償客戶所欠本公司的全部或部份債務，不論是否有任何其他人對有關產品、財產及資產享有權益。

8. Power of Attorney

授權書

The Client agrees to and hereby irrevocably appoints the Company with full power as his true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of carrying out the provisions of this Appendix and the Client Agreement and taking any action and executing any instrument which the Company deems necessary or advisable to accomplish the purposes of this Appendix and the Client Agreement.

客戶同意及謹此不可撤回地委任本公司為其真正及合法授權人，以在法律許可的最大範圍內全權執行本附加條款及客戶合約的條款，及在本公司認為達成本附加條款及客戶合約所訂立的目的而需要或適當的情況下採取任何行動或簽署任何文件。

9. General Terms

一般條款

- 91 All rights of the Client pursuant to this Appendix and the Client Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.
客戶根據本附加條款及客戶合約的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算公司。
- 92 If any of the provisions of this Appendix and the Client Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Appendix and the Client Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained herein.
倘本附加條款及客戶合約之任何條文被任何合資格的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本附加條款及客戶合約將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本附加條款及客戶合約內一樣。
- 93 The Company shall not assign any of its rights and/or obligations under this Appendix and the Client Agreement to any other person except with your prior written consent. 本公司除非獲得客戶書面批准，否則本公司不會將附加條款及客戶合約下任何本公司之權利及/或義務轉讓予任何其他人士。

10. Custody Arrangements and Possible Risks Involved in Global Stock Trading

環球股票交易之託管安排及可能涉及之風險

The custody arrangements and the possible risks involved in global stock trading are set out below: -

環球股票交易之託管安排及可能涉及之風險臚列如下：

The legal ownership of any securities or investments traded globally is held by Innovax Securities Company Limited (the "Company" or "ISL") on behalf of the Client through the custodian or custodians appointed by the Client as its custodian agent.

任何於環球進行交易的證券或投資，其法定所有權為創陸證券有限公司（「本公司」或「創陸證券」）代表客戶透過其委任的託管人或保管人作為其託管代理人所持有該等證券或投資。

The Company will use its best endeavours to take custody of Clients' assets, provide timely clearing and independent valuation of their securities holdings, if any. In connection with global transactions, InnovaxSecurities entrusts Clients' assets to reliable custodians by assessing the creditworthiness and financial soundness of the custodian agent.

本公司會盡其所能予以保管客戶的資產，提供適時的結算，以及為其所持有的證券作獨立的估值，如有。關於進行環球交易，創陸證券透過對託管代理人進行信譽及財政的穩健性評估，將客戶的資產託付予可靠的託管人。

I/We hereby agree with all the provisions of this Appendix to the Client Trading Agreement, and agree to be bound by all terms and conditions stated on this Agreement.

本人/吾等同意以上附加條款及客戶買賣合約文件所訂明的條款並願意遵守本合約中提及的條款及規例的所有約束。