



**CHINA
INTERNATIONAL
SECURITIES
中國國際證券**



CLIENT SERVICES AGREEMENT AND RISK DISCLOSURE

客戶服務協議及風險披露



INDEX

Client Services Agreement	2
1. DEFINITIONS	2
2. AUTHORITY	3
3. COMMISSIONS, CHARGES AND INTEREST	3
4. INSTRUCTIONS	3
5. DEALING PRACTICES	3
6. CONFLICT OF INTEREST	5
7. CLIENT IDENTIFICATION	5
8. CONFIDENTIALITY	5
9. SAFEKEEPING AND DISPOSAL OF SECURITIES	5
10. SHORT SELLING	6
11. TERMINATION	6
12. LIABILITY AND INDEMNITY	6
13. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS	7
14. JOINT AND SEVERAL LIABILITY/SUCCESSORS	7
15. TRANSACTION NOTICES AND COMMUNICATION	7
16. NEW LISTING OF SECURITIES	7
17. REPRESENTATIONS AND WARRANTIES	8
18. FURTHER TERMS AND CONDITIONS TO APPLY IN CERTAIN CASES	8
19. ON-LINE TRADING	8
20. RISK DISCLOSURE	8
21. NOTICES AND COMMUNICATIONS	8
22. AMENDMENTS	8
23. ASSIGNMENT	8
24. GOVERNING LAW	8
25. GENERAL	8
Schedule 1: PERSONAL INFORMATION COLLECTION STATEMENTS	10
Schedule 2: FURTHER TERMS AND CONDITIONS TO APPLY IN CERTAIN CASES	11
Schedule 3: SUPPLEMENTAL AGREEMENT FOR ON-LINE TRADING	13
Schedule 4: RISK DISCLOSURE STATEMENTS	15

CLIENT SERVICES AGREEMENT AND RISK DISCLOSURE

NOW IT IS ALL AGREED THAT :

1. DEFINITIONS

1.01 In this Client Services Agreement (including the Schedules), the following expression shall have the following meanings unless the context otherwise requires :-

"Account"

- any one or more securities trading accounts now or hereafter opened in the name of the Client with CIS in connection with this Client Services Agreement;

"Account Opening Form"

- the form that the Client filled in with particulars when opening a securities trading account with CIS;

"Associate(s)"

- a body corporate which is the subsidiary or affiliated company of CIS;

"Authorised Person"

- the persons or any of them authorised by the Client designated in or pursuant to this Client Services Agreement to give Instructions and receipts on behalf of the Client in relation to Accounts or Transactions and such persons are named in the Account Opening Form or Third Party Authorisation Form;

"Business Day"

- any day (other than a Saturday, a Sunday or a public holiday announced by the Hong Kong Special Administrative Region Government or a day on which a tropical cyclone warning No.8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks are open for general banking business in Hong Kong;

"Client"

- as the case may be :

(a) Individual Account : (i) the person, in the case of a single natural person, entering into this Client Services Agreement with CIS to open and/or continue one or more Individual Accounts and whose name is specified on the Account Opening Form (the "Individual Account Holder"); or, (ii) the natural persons, acting jointly and severally, and each of them entering into this Client Services Agreement with CIS to open and/or continue one or more joint accounts and whose names are specified on the Account Opening Form (the "Joint Account Holders"); or

(b) Corporate Account : (i) in the case of sole proprietorship, the firm named on the Account Opening Form (the "Firm") and the person, being the sole proprietor of and carrying on business under the name of the Firm, specified on the Account Opening Form (the "Proprietor") who enters into this Client Services Agreement with CIS to open and/or continue one or more Accounts for the Firm; or, (ii) in the case of partnership, the Firm and the persons, being all the partners of and carrying on business under the name of the Firm and acting jointly and severally, and each of them specified on the Account Opening Form (the "Partners") who enter into this Client Services Agreement with CIS to open and/or continue one or more accounts for the Firm; or, (iii) in the case of limited company (the "Company"), either listed or unlisted, who enters into this Client Services Agreement with CIS to open/or continue one or more Account for the Company, the name of the company and each of the director(s) or any authorised signatory person who is authorised under the board resolution of the company specified on the Account Opening Form;

"Exchange"

- The Stock Exchange of Hong Kong and any Foreign Stock Exchange;

"Foreign Stock Exchange"

- a stock exchange which is permitted to operate in a jurisdiction outside Hong Kong by the law of that jurisdiction, or any over the counter market;

"HKSE"

- The Stock Exchange of Hong Kong Limited

"Hong Kong"

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

"Identity Information"

- the true and full identity of any person, including such person's alias(es), address(es), date of birth, occupation(s) and contact details;

"Instruction"

- any instruction or order given by the Client or its Authorised Persons to CIS in accordance with Clause 4.01;

"Non-Hong Kong Securities"

- any Securities that do not fall within the application of section 3(1) of the Securities and Futures (Client Securities) Rules, Chapter 571H of the Laws of Hong Kong, as amended and supplemented from time to time;

"Regulators"

- the HKSE and the SFC and any other related regulatory bodies in Hong Kong;

"Securities"

- (a) stocks, shares, units and other equity securities, (b) bonds, notes and other debt securities, (c) derivatives including warrants and callable bull-bear contracts and (d) other investments of any kind whatsoever as CIS thinks fit (including but not limited to application for initial public offering of securities);

"SFC"

- the Securities and Futures Commission of Hong Kong;

"Transaction"

- any transactions concerning the purchase, subscription, sale and dealings in any and all kinds of Securities on any Exchange including but not limited to safe-keeping of Securities and the provision of nominee or custodian service therefore and other transactions effected under or pursuant to this Client Services Agreement;

"Ultimate Owner"

- in relation to any transaction effected or to be effected by CIS for the Client pursuant to this Client Services Agreement, means each and every person who (a) is the principal for whom the Client is acting as agent in relation to such transaction or (b) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (c) is ultimately responsible for giving the Instruction in relation to such transaction.

1.02 For the purposes of this Client Services Agreement any reference to a Clause, sub-Clause or Schedule is a reference to a Clause, sub-Clause or Schedule of this Client Services Agreement, and the Clauses, sub-Clauses and the Schedules form the whole part of this Client Services Agreement.

1.03 References to statutory provisions shall be construed and included those provisions as amended or re-enacted or as their application is modified by other provisions of which they are re-enactments (whether with or without modification) and shall also include regulations or orders from time to time made pursuant to them.

1.04 Unless otherwise specified in this Client Services Agreement, all representations, warranties, covenants, indemnities, agreements and obligations made, given or entered into or under this Client Services Agreement by more than one person are given or entered into jointly and severally.

- 1.05 In this Client Services Agreement words connoting any gender include all genders; words connoting the singular include the plural and words connoting the plural include the singular; and references to persons include natural person, bodies corporate or unincorporated body.

2. AUTHORITY

- 2.01 If the Client (in the case of an individual) wishes to appoint Authorised Persons, the Client shall in addition to completing the Account Opening Form, provide to CIS a duly executed Third Party Authorisation Form or similar instrument of appointment in a form prescribed by or acceptable to CIS. The Client agrees that CIS is entitled to act on the Instructions given by the Authorised Person. Such authorisation will be valid for 12 months and CIS will send a renewal notice to the Client 14 days prior to 31st December of each year asking for a renewal of such authorisation for a further term of 12 months. Should there be no written reply from the Client to the contrary, such authorisation will automatically be renewed on 1st January of the next year. The Client may also revoke or vary such authorisation by notice in writing and such revocation or variation will only be effective 1 Business Days after CIS receiving such written notice.
- 2.02 The Client (in the case of a corporation) authorises the Authorised Persons to represent the Client in all matters in relation to all Transactions with CIS and to sign on the Client's behalf all agreements and documents relating to the Account and its operation, including this Client Services Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Client. The Client agrees that CIS is entitled to act on the Instructions given by the Authorised Persons until the Client notifies CIS in writing that the authorisation has been revoked or varied. Such revocation or variation will only be effective 1 Business Days after CIS receiving such written notice.
- 2.03 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and CIS is responsible only for the execution, clearing, and carrying of Transactions and has no responsibility or obligation in relation to any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein.
- 2.04 Any information provided by CIS or its directors, officers, employees or agents, shall not constitute an offer or an investment recommendation given by CIS or its directors, officers, employees or agents to induce the Client to enter into a transaction. It is the Client to make its own independent decision on the Transactions without reliance on CIS or its directors, officers, employees or agents.

3. COMMISSIONS, CHARGES AND INTEREST

- 3.01 For each and every single Transaction, CIS is authorised to charge commissions and fees in relation to any Transactions and other charges in relation to trading services including but not limited to stock quote price services used for and by the Client, all applicable levies imposed by the Exchange or clearing house, brokerage, stamp duty, bank charges, transfer fees, interest and nominee or custodial expenses and each of the abovementioned commissions and charges become due immediately. CIS reserves the right to adjust the commissions and charges or add or waive any charges in relation to the Transactions and services by given a written notice prior to such change within a reasonable period of time.
- 3.02 CIS is authorised and entitled to deposit all monies held in the Account and all monies received for or on the account of the Client into one or more trust account(s) at one or more authorised financial institution(s) as defined in the

Securities and Futures Ordinance or as otherwise permitted by the Securities and Futures Ordinance.

- 3.03 The Client shall pay interest on all debit balance on the Account (including any amount otherwise owing to CIS at any time) at such rates and on such other terms as CIS notifies the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by CIS. Overdue interest shall be compounded monthly and shall itself bear interest.
- 3.04 CIS may but not be obliged to pay interest on the credit balance in the Account at such rate and under such conditions as CIS notifies the Client from time to time. The Client acknowledges and agree that the interest rates are subject to fluctuation and may be different from the rate of interest paid by the bank on the trust account where such credit balance is held by CIS on the Client's behalf.

4. INSTRUCTIONS

- 4.01 All Instructions shall be given by the Client (or its Authorised Person) by inputting such orders through the Smartphone Application or the Internet accessed platform, or placing such orders orally either in person or by telephone (such Instructions must be dialed to the designated telephone number provided by CIS from time to time and such phone calls will be recorded), or in writing either by hand, by courier or by post, or in such other measures as from time to time accepted by CIS.
- 4.02 CIS will be entitled, though not obliged, to require any oral, fax, electronic mail or other electronically transmitted Instructions from the Client which the Instructions to be confirmed by email within such period as CIS may specify and if the Instructions are executed, any failure on the Client's part to confirm or delay in confirming will not prejudice CIS in acting on oral, fax, electronic mail or other electronically transmitted Instructions alone and the Client shall indemnify CIS on demand against any loss or expense incurred by CIS in connection with acting on any such Instruction.
- 4.03 For effecting any Transactions, CIS will act as the Client's agent unless CIS indicates (in the relevant document(s) for that particular Transaction) that CIS is acting as principal.
- 4.04 Without any liability to the Client, CIS shall be entitled in its absolute discretion to refuse to act for the Client or to give effect to any Instructions at any time, and shall not be obliged to give reasons for doing so.
- 4.05 The Client acknowledges and agrees that any Instructions, either given or purported to be given by the Client or by any Authorised Person to CIS, and the Instructions are acted or relied on by CIS shall at all times be irrevocable and bind the Client, whether or not such Instructions are in fact given or authorised by the Client. CIS has no obligations or duties to enquire or verify the identity or authority of the person giving Instruction by any accepted means.

5. DEALING PRACTICES

- 5.01 All orders for Securities are good for the day only and they will lapse at the end of the official trading day of the relevant Exchange in respect of which they are given unless the Client gives CIS specific and precise Instructions to the contrary and such specific Instructions must fulfill the requirements of the relevant Exchange and subject to approval of CIS.
- 5.02 In carrying out any Instructions from the Client, in the situation that CIS or any of CIS's agent is not able to buy or sell the whole quantity of Securities on behalf of the Client as specified in the Instructions, CIS has absolute and full

discretion to buy or sell the Securities with the quantity fewer than that specified in the Instructions and the Client shall be bound by the relevant Transactions.

5.03 The Client understands and accepts that in carrying out any Instructions from the Client, there may be situation that CIS may not be able to execute the Instructions at the prices specified at the Instructions or "at best" or "better" or "at market" and the Client agrees in any event to accept and be bound by any dealings traded on behalf of the Clients. Market orders may result in unfavourable executions owing to volatile market conditions and cancellation of executed market orders may be impossible due to the immediate execution nature of the orders.

5.04 In a situation that the Client instructs CIS to enter into any Transaction, regardless of which Exchange, and such Transaction is effected in a currency other than the currency in which the Account is denominated then :-

(a) for any fluctuations in the exchange rate of the relevant currencies the Client shall take the profits or bear the losses arising from the fluctuations in the exchange rate solely; and

(b) CIS has the absolute and full discretion to debit or credit the Account in the currency in which the Account is denominated at an exchange rate determined conclusively by CIS on the basis of the then prevailing market exchange rates between the relevant currencies at the time when such Securities are bought, sold, set off or otherwise liquidated.

The Client agrees and authorises CIS to debit the Account for any expenses incurred in effecting the currency conversion. CIS has the discretion to refuse any Instructions from the Client in relation to currency conversion at any time.

5.05 If the Client fails to settle or fails to meet any of the Client's obligations to CIS, the Client shall be responsible for all losses, costs, fees and expenses incurred by CIS resulting from such failure of meeting the obligations, and the Client shall immediately provide sufficient cleared funds to CIS enabling CIS to discharge any liability incurred or to be incurred in connection with any Transaction effected or to be effected on behalf of the Client under the Account. CIS may sell, borrow, purchase or otherwise deal with the relevant Securities in accordance with Clause 5.06 if the Client fails to comply with this Clause 5.05.

5.06 Following any failure by the Client to settle any Transaction in accordance with Clause 5.05, unless otherwise agreed, in the case of a purchase Transaction, CIS is authorised to transfer or sell the purchased Securities to satisfy the Client's obligations to CIS, or in the case of a sale Transaction, CIS is authorised to borrow and/or purchase the sold Securities to satisfy the Client's obligations to CIS and the Client shall reimburse CIS for all loss, damage, fee, cost or expense incurred or suffered by CIS in connection with any such transfer, sale, borrowing or purchase or the Client's failure to make payment or delivery.

5.07 CIS has the discretion to delegate or subcontract to, or appoint as agents, such persons as CIS may from time to time think fit and select for the purposes of the Account.

5.08 Subject to applicable laws, rules and regulations, the Client agrees and consents that in case CIS instructs a third party to deal in Securities on behalf of the Client on any Exchange, CIS may share the commission, receipt of rebates, soft dollars, or such other amounts relating to such Transactions or contracts with those persons CIS thinks fit.

5.09 In executing the Client's orders, CIS may cause and control the execution of the orders on Exchanges through any of its Associates or members of the Exchanges and clearing

houses or independent floor brokers or market makers or principals in other markets, by arrangements which CIS in its absolute discretion shall make from time to time with various companies and persons as may be necessary to provide order execution, and references in this Client Services Agreement to transactions or execution by CIS shall be construed accordingly.

5.10 CIS has the discretion to aggregate the Client's orders with its own orders or with those of persons connected with CIS or with those of other clients. In case such aggregations happen, such aggregations may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. CIS undertakes that no such aggregation with CIS's own orders will operate to the Client's disadvantage and shall endeavor to ensure that any aggregation with other clients' orders will not, over a period of several such orders, disadvantage the Client in relation to other clients.

5.11 In case the Client makes a payment (including by set-off) in the wrong currency and the amount of the right currency which CIS is able to buy (after deduction of any relevant costs) with the amount received falls short of the amount payable in the right currency, the Client has the obligation to indemnify CIS against such shortfall and pay interest on such shortfall at the rate chargeable on the Account from the date of such receipt until such shortfall is paid.

5.12 The Client has an obligation to notify CIS that the Client is acting as an agent for others when giving CIS any Instruction in respect of which the Client is so acting as an agent. Unless the Client expressly notifies CIS to the contrary, CIS assumes that the Client is acting as principal and not as agent for others and the Client warrants that the Client is the true owner of the Account and that the Client is not holding any such account on behalf of or for the benefit of any other person. CIS will act as the Client's agent in effecting all Transactions with respect to the Securities under this Client Services Agreement, but CIS may indicate (in the contract note for the relevant Transaction or otherwise) that CIS or any person related to CIS is also acting as principal as the counterparty to any such Transaction effected by CIS on behalf of the Client. In situations that the Client expressly notifies CIS that the Client is acting as an agent, CIS has discretion not to execute the Instructions given by the Client and reserve the rights to request for any further documents and information.

5.13 The Client, CIS and all Transactions with respect to the Securities made for or on behalf of the Client shall be subject to the constitution, laws and legislations, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including but not limited to trading and settlement) prevailing from time to time of the Exchange or market and its clearing house, if any, where made (including but not limited to the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC") and The SEHK Options Clearing House Limited ("SECH")) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable (including but not limited to the laws of Hong Kong) as amended from time to time. All actions taken by CIS in accordance with such laws, rules and regulations shall be binding on the Client. CIS is authorised to collect any such Transaction or other levies in accordance with the rules prescribed by the relevant Exchange, market or clearing house. CIS does not by this Client Services Agreement offer finance for any such Transactions. The Client agrees to be bound by all CIS's rules and regulations applicable from time to time to the Account or the Client's Securities trading.

5.14 Subject to Clause 5.15, CIS has no authority to :-

(a) make use of the Client's Securities to deposit with a banking institution as collateral for an advance or loan made to CIS or its subsidiaries or its affiliate companies or any linked companies, or with the HKSCC as collateral for the discharge of CIS's

obligations under the clearing system unless express authorisation given by the Client in the contrary;

- (b) borrow or lend any of the Client's Securities; or
- (c) otherwise part with possession (except to the Client or on the Client's Instructions) of any of the Client's Securities for any purpose unless express authorisation given by the Client in the contrary.

5.15 The Client understands and agrees that CIS can :-

- (a) deposit any of the Client's Non-Hong Kong Securities with any third parties outside Hong Kong, including but not limited to banks, securities dealers, lending institutions as collateral for any financial accommodation provided to CIS;
- (b) borrow or lend any of the Client's Non-Hong Kong Securities with any third parties outside Hong Kong, including but not limited to banks, securities dealers, lending institutions;
- (c) deposit any of the Client's Non-Hong Kong Securities with any third parties outside Hong Kong, including but not limited to banks, securities dealers, lending institutions as collateral for the discharge and satisfaction of CIS's settlement obligations and liabilities; and
- (d) deposit any of the Client's Non-Hong Kong Securities with any third parties outside Hong Kong, including but not limited to banks, securities dealers, lending institutions as collateral in respect of CIS's transactions in or relating to options contracts.

6. CONFLICT OF INTEREST

- 6.01 The Client understands and agrees that CIS, its directors, officers or employees and its agents may trade on its/their own account or on the account of an Associate.
- 6.02 CIS may buy, sell, hold or deal in any Securities or take the opposite position to the Client's order whether it is on CIS's own account or on behalf of an Associate or its other clients.
- 6.03 CIS may match the Client's orders with those of other clients.
- 6.04 CIS may effect Transactions in Securities where CIS or its Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.
- 6.05 In any of the situations referred to in this Clause 6 CIS shall not be obliged to account to the Client for any profits or benefits obtained.

7. CLIENT IDENTIFICATION

- 7.01 In the event the Client is acting as agent for the Ultimate Owner and for whatever reasons the Client is prevented from disclosing or providing to CIS the Identity Information in respect of the Ultimate Owner in respect of any Transaction effected or to be effected by CIS for the Client pursuant to this Client Services Agreement, upon receipt of a written request either from CIS or from the Regulators, the Client undertakes to provide such Identity Information to the Regulators directly within two Business Days (or such shorter period as the Regulators may reasonably specify).
- 7.02 In the event the Client is acting as an investment manager of any investment scheme, discretionary account or discretionary trust (or any other person) and the Client's discretion is overridden by one or more of the beneficiaries of such scheme, account or trust (or such other person) in respect of any Transaction effected or to be effected by CIS for the Client pursuant to this Client Services Agreement, the Client undertakes to (a) inform CIS of such arrangement; and (b) provide CIS with Identity Information in respect of the Ultimate Owner or such other person whose instructions have overridden the Client's discretion. If for whatever reasons the Client is prevented from

disclosing or providing such Identity Information to CIS, upon receipt of a written request either from CIS or from the Regulators, the Client undertakes to provide such Identity Information to the Regulators directly within two Business Days (or such shorter period as the Regulators may reasonably specify).

- 7.03 In the event the Client is acting as an intermediary in a jurisdiction with client secrecy laws in respect of any Transaction effected or to be effected by CIS for the Client pursuant to this Client Services Agreement, the Client confirms that (a) an agreement has been entered into by the Ultimate Beneficiary in respect of such Transaction that waives the benefit of such secrecy laws in respect of providing to the Regulators the information required by the Regulators upon request pursuant to this Clause 7; and (b) such agreement is legally binding under the relevant foreign law.
- 7.04 Upon request by CIS, the Client undertakes to supply to CIS on demand at any time such Identity Information, financial and other information about the Client (including but not limited to the identities of the persons ultimately beneficially interested in the Account and/or any trading contract executed on the Account). For any material change to the information provided in or in connection with this Client Services Agreement, each of the Client and CIS agrees to notify the other party.
- 7.05 The Client guarantees that the identity information provided is true and correct and CIS can reasonably rely upon such information provided.
- 7.06 The provisions of this Clause 7 shall remain valid and effective upon the termination of this Client Services Agreement.

8. CONFIDENTIALITY

- 8.01 The information relating to the Account will be kept confidential by CIS but CIS may disclose or provide any such information to the Exchange, the SFC or any other regulatory authority for complying with requirements or requests for information and to any of its Associates without any consent from or notification to the Client.
- 8.02 CIS is subject to Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individual Clients. Schedule 1 to this Client Services Agreement contained herein sets out CIS's policies and practices relating to personal data and the Client acknowledges that the Client fully understands and accepts the provisions in Schedule 1.

9. SAFEKEEPING AND DISPOSAL OF SECURITIES

- 9.01 CIS is appointed to as custodian for the Client to provide custody of the Client's Securities. Unless prior written consent is obtained from CIS, the Client agrees not to pledge, charge, sell, grant an option or otherwise deal in any Securities or money forming part of the Account.
- 9.02 Any Securities held or carried by CIS for or on the Client's Account may at CIS's discretion :-
 - (a) be registered in the Client's name or in the name of CIS's nominee in the case of registrable securities; or
 - (b) be deposited in safe custody in a designated account with CIS's bankers or with any other institution which provides facilities for the safe custody of documents. Such institution shall be acceptable to the SFC as a provider of safe custody services in the case of securities in Hong Kong.

- 9.03 CIS shall not be bound to redeliver to the Client the identical Securities or certificates representing Securities received by CIS from or for the Client. CIS has the discretion to redeliver other Securities or certificates representing Securities of equivalent type and amount.
- 9.04 Any dividends, distributions or other benefits which accrue in respect of any Securities deposited with CIS which are not registered in the Client's name shall be credited to the Account or paid or transferred to the Client as may be agreed when received by CIS. The Client shall be entitled to the same share of benefits arising on the holding as the Client's share of the total holding where the Client's Securities form part of a larger holding of identical Securities held for CIS's clients. In the event that any loss is suffered by CIS, CIS may debit the Account (or require payment to be made by the Client as may be agreed) with or for the proportion of such loss equal to the proportion of the total number or amount of relative Securities which shall comprise Securities held on behalf of the Client.
- 9.05 Unless paid to the Client or on-paid for settlement purposes, any credit balance held in the Account at any time and any money from time to time received by CIS for the Client's Account shall be held by CIS on trust for the Client and credited to a client trust account maintained with a licensed bank in accordance with applicable laws and the rules of any relevant Exchange or regulatory authority, except that any interest earned on such balance or money shall be retained by CIS for its account to the extent that it exceeds interest payable to the Client at the rate determined by CIS to be applicable.
- 9.06 Subject to any specific written voting instructions received from the Client as the beneficial owner of the Securities carried in the Account, CIS or its nominees may at any time exercise voting rights with respect to such Securities at its discretion and without further consent from the Client.
- 9.07 For any Securities held by CIS for safekeeping pursuant to this Clause 9, the Client bears the sole risk of safekeeping at CIS and CIS shall not be responsible for or liable in respect of any loss or damage suffered by the Client in connection hereof unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of CIS.
- 9.08 Each of the above standing instructions under this Clause 9 is valid for 12 months starting from signing of this Client Services Agreement. CIS will issue renewal notice for the standing instructions 14 days prior to 31 December of each year. Should there be no written reply received from the Client on the contrary, such standing instructions will automatically be renewed for a period of 12 months on 1st January of the next year.

10. SHORT SELLING

- 10.01 Short selling order will not be accepted by CIS. Should there be any selling orders that relate to Securities which the Client does not own, CIS will not execute and will reject such orders.
- 10.02 Short selling includes selling of borrowed securities. Selling of such securities will not be accepted by CIS and any of such selling orders will not be executed and will be rejected pursuant to Clause 10.01.

11. TERMINATION

- 11.01 By giving the other party notice in writing not less than 7 Business Days, either party may terminate this Client Services Agreement at any time. Upon termination of this Client Services Agreement, the Account shall also be deemed to be terminated. Any Transaction entered into by CIS pursuant to this Client Services Agreement before the written notice of the termination under this Clause 11.01

that has been actually received by CIS shall not be affected. Such termination shall not extinguish, prejudice or vary any of CIS's rights under this Client Services Agreement.

Termination under this Clause 11.01 shall not affect :-

- (a) the validity of all acts performed by CIS prior to the termination, which shall be binding upon the Client;
- (b) the rights or liabilities of either the Client or CIS in relation to any outstanding Transactions at the time of termination shall be fully discharged until all those Transactions have been processed, cancelled or settled;
- (c) warranties, representations, undertakings and indemnities given by the Client under or in connection with any agreement relating to the Account and/or any Transactions, all of which shall survive after termination; or
- (d) the Client's obligations under Clause 7.

11.02 All amounts due or owing by the Client to CIS under this Client Services Agreement shall become immediately due and payable upon termination of this Client Services Agreement under this Clause 11.

11.03 CIS may sell, realise, redeem, liquidate or otherwise dispose of all or part of the Securities to satisfy all indebtedness of the Client to CIS upon termination of this Client Services Agreement.

11.04 If, after application of the cash proceeds and deductions of any sums pursuant to this Clause 11, a debit balance on the Account exists, the Client shall immediately pay to CIS an amount equal to such debit balance together with CIS's cost of funding such amount as notified to the Client by CIS up to the date of actual receipt of full payment by CIS (after as well as before any judgment).

11.05 For the purposes of this Clause 10 CIS may effect such currency conversions if necessary at the spot rate of exchange (as determined by CIS in its absolute discretion) prevailing in the relevant foreign exchange market (as determined by CIS in its absolute discretion) on the relevant date.

11.06 Upon any termination of this Client Services Agreement and/or closure of the Account if there is any cash or Securities standing to the credit of the Account, the Client consents to give Instructions to CIS with respect to the withdrawal of such cash and/or securities within 7 days of such termination and/or closure, failing which CIS will be entitled (but not obliged) to sell any Securities of the Client and return to the Client a cheque or other payment methods as CIS agrees for the amount of the net proceeds of such sale plus the credit balance (if any) in the Account.

12. LIABILITY AND INDEMNITY

12.01 Except to the extent that any liabilities, losses, costs and/or expenses (including legal costs) caused by CIS's own actual fraud or gross negligence or that of CIS's officers, employees and agents (collectively "Staff"), the Client agrees to indemnify from time to time CIS or CIS's Staff against all such liabilities, losses, costs and/or expenses (including legal costs) which may be reasonably incurred or suffered by CIS and/or CIS's Staff arising out of or in connection with the performance of this Client Services Agreement, any agreement relating to the Account and/or the exercise of any powers thereunder at any time or from any cause whatsoever

12.02 CIS shall not under any circumstances whatsoever be liable to the Client in respect of any liability, loss, cost and/or expense whatsoever which may be incurred or suffered by the Client by reason of any act, advice, statement (express or implied), default or omission of CIS or CIS's Staff or any of CIS's banks or financial or other institutions in connection

with the performance of any agreement relating to the Account and/or the exercise of any powers thereunder, except to the extent that such liability, loss, cost and/or expense was caused by the actual fraud or gross negligence of any of the above parties.

13. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

13.01 Without prejudice and in addition to any general liens, rights of set-off or other similar rights to which CIS may be entitled under laws or this Client Services Agreement, all Securities, receivables, monies and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of CIS at any time shall be subject to a general lien in favour of CIS as continuing security to offset and discharge all of the Client's obligations, arising from Transactions or otherwise, to CIS and its Associates.

13.02 Without prejudice and in addition to any general liens or other similar rights which CIS may be entitled under laws or this Client Services Agreement, CIS for itself and as agent for any of its Associates, at any time without notice to the Client, may combine or consolidate any or all accounts of the Client, of any whatsoever and either individually or jointly with others, with CIS or any of its Associates and CIS may set off or transfer any monies, Securities or other property in any such accounts to satisfy obligations or liabilities of the Client to CIS or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, and whether or not such obligations and liabilities arise from the purchase and sale of the Securities by the Client on a cash-against-delivery basis.

13.03 Without limiting or modifying the general provisions of this Client Services Agreement, CIS may, without notice, transfer any assets between any Accounts and any other accounts of its Associates in accordance with applicable laws, rules and regulations.

13.04 Pursuant to Rule 21(2) of the Securities and Futures (Financial Resources) Rules (Cap 571N), the Client acknowledges and agrees to give CIS an authorisation to (a) set off any amount receivable from, and amount payable to, where such amounts arise from the purchase and sale of Securities by the Client on a cash-against-delivery basis, against each other; and (b) dispose of Securities held for the Client for the purpose of settling any of the amount payable by the Client to CIS.

14. JOINT AND SEVERAL LIABILITY/SUCCESSORS

14.01 Where the Client comprises two or more individuals :-

(a) each of the individuals shall be jointly and severally liable for all obligations under this Client Services Agreement;

(b) CIS may accept Instructions from, give receipts to and for all purposes deal with any one of the individuals without notice to the other individual(s) and CIS is not responsible for determining the purposes or propriety of an Instruction received from any of the individuals or for the disposition of payments or deliveries among such individual. CIS hereby reserves the right to require written Instructions from all such individuals when necessary;

(c) pursuant to the terms of this Client Services Agreement, any delivery of payments or Securities to any one of the individuals shall be a valid and complete discharge of CIS's obligations to each individual regardless of whether such delivery are made before or after the death of any one or more of the individuals;

(d) any notices and communications sent to any one of the individuals will be deemed notice to all individuals holding the Account;

(e) on the death of any of the individuals (being survived by any other individual(s)), this Client Services Agreement shall not be terminated and the interest in the Account of the deceased will thereupon vest in and enure for the benefit of the survivor(s) (unless the Client indicated to the contrary when opening the Account or at any time all the individual clients are alive) provided that any liabilities incurred by the deceased Client shall also be enforceable by CIS against such deceased Client's estate at CIS. The surviving Client(s) shall give CIS written notice immediately upon any of them becoming aware of any such death.

15. TRANSACTION NOTICES AND COMMUNICATION

15.01 Any notice, statement, confirmation or other communication containing and indicating every Transaction and every statement of Account issued and given by CIS shall be deemed and treated as authorised and correct and as ratified and confirmed by the Client unless CIS shall receive from the Client written notice to the contrary within seven days from the time at which such notice, statement, confirmation or other communication is given by CIS to the Client.

15.02 Unless otherwise agreed, CIS has the discretion to choose the mode of communication of any notice, statement, confirmation or other communication as mentioned in the Clause 15.01 and also any communications for modifying, amending, deleting and expanding any terms of this Client Services Agreement. CIS also has the discretion to change the mode of communication without prior notice.

15.03 Upon request by the Client, CIS will provide the Client with product specification, prospectus or other offering documents covering such products which the Client instructs CIS to purchase or sell on behalf of the Client pursuant to the terms of this Client Services Agreement.

16. NEW LISTING OF SECURITIES

16.01 In the event that the Client requests and authorises CIS to apply for Securities in respect of a new listing and/or issue of Securities on the Exchange as the Client's agent for the Client's benefit or for the benefit of any other person, the Client hereby warrants that at the time of such application, CIS shall have authority to make such application on Client's behalf.

16.02 The Client understands and acknowledges that the Client have the obligation by itself to familiarise itself and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such Transaction the Client may have with CIS.

16.03 The Client gives to CIS all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters, placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).

16.04 The Client further declares and warrants, and authorises CIS to disclose and warrant to the Exchange on any relevant application form (or otherwise) and to any other person as appropriate, that any such application made by CIS as the Client's agent is the only application made, and there is no other application intended to be made, by the Client or on the Client's behalf to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by CIS and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or

person in respect of any application made by CIS as the Client's agent.

16.05 The Client represents and warrants that the Client is an eligible person for applying for Securities in respect of a new listing and/or issue pursuant to the prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and understand that such representation and warranty will be relied upon by CIS.

16.06 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

16.07 The Client recognises and understands that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as well as the requirements of any particular new listing or issue of Securities. The Client undertakes to provide to CIS such information and take such additional steps and makes such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as CIS may in CIS's absolute discretion determine from time to time.

16.08 In relation to a bulk application to be made by CIS or CIS's agent, the Client acknowledges and agrees:-

(a) that such bulk application may not be guaranteed and may be rejected for reasons which are unrelated to the Client and the Client's application and neither CIS nor CIS's agent shall, in the absence of fraud, negligence or wilful default, be liable to the Client or any other person in consequence of such rejection; and

(b) to indemnify CIS in accordance with Clause 12 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges and understands that the Client may also be liable in damages to other persons affected by such breach or other factors.

17. REPRESENTATIONS AND WARRANTIES

17.01 The Client represents, warrants and undertakes that

(a) pursuant to this Client Services Agreement all information relating to the Client provided is true, accurate and complete and CIS is entitled to rely and can reasonably rely on such information provided. If there is any material change in such information, the Client has to notify CIS immediately;

(b) the Client is legally capable and has the authority to enter into and perform its obligations under this Client Services Agreement and this Client Services Agreement constitutes the valid and legally binding obligations of the Client; and

(c) the Client is lawfully authorised to trade in any foreign Securities.

18. FURTHER TERMS AND CONDITIONS TO APPLY IN CERTAIN CASES

18.01 Further terms and conditions apply in case of, Account for joint ownership, sole proprietorship, partnership, discretionary service, and professional investor are attached in Schedule 2.

19. ON-LINE TRADING

19.01 Further terms and conditions for On-line Trading are contained in Schedule 3.

20. RISK DISCLOSURE

20.01 Risk Disclosure Statements are attached in Schedule 4.

21. NOTICES AND COMMUNICATIONS

21.01 All notices and communications to the Client may be effectively given by mailing the same by ordinary post duly addressed to the Client at its correspondence address appeared from time to time in CIS's records or at registered office (if applicable) or by delivering the same (addressed to the Client) at any such address or by fax, email or telephone to any number notified to CIS from time to time for the purpose and shall be deemed given on the first day after mailing postage prepaid (or the fifth day after mailing postage prepaid if sent to the Client outside Hong Kong) (in the case of post), when delivered (in the case of personal delivery), when recorded by CIS's machine as sent (in the case of fax or email) or when communicated (in the case of telephone) and no such notice or communication is required to be signed on CIS's behalf.

22. AMENDMENTS

22.01 The terms and conditions of this Client Services Agreement, which the Client agrees will be incapable of being varied or revoked without the consent of CIS and may be amended or supplemented by CIS at any time upon notice served to the Client, and such terms and conditions revoke and supersede all previous mandates and agreements and, where inconsistent, the terms of any agreement relating to the Account (but will not affect any Instructions given or dated before such revocation) and, subject to contrary arrangements in writing between the Client and CIS, any account subsequently opened will be operated on the terms and conditions of this Client Services Agreement.

23. ASSIGNMENT

23.01 This Client Services Agreement shall be binding on and enure for the benefit of the successors or assignees of the parties respectively. The Client acknowledges and agrees that for any rights and obligations under this Client Services Agreement CIS may transfer to an Associate without prior consent from the Client. The rights and obligations of the Client under this Client Services Agreement may not be assigned without CIS's prior written consent.

24. GOVERNING LAW

24.01 This Client Services Agreement shall be governed by and constructed in accordance with the laws of Hong Kong. Each of the parties hereby submits to the non-exclusive jurisdiction of the Hong Kong courts. The Client irrevocably acknowledges and agrees that the address specified in the Account Opening Form (or any other substitute address notified by the Client to CIS) shall be an effective address for service on the Client of proceedings in the Hong Kong courts.

25. GENERAL

25.01 Each of the terms of this Client Services Agreement is severable and distinct from the others. Should there be any term in this Client Services Agreement is inconsistent at the material time with any law, rule or regulation of the Exchange, the clearing house or any authority having jurisdiction over the subject matter of this Client Services Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. All other terms in this Client Services Agreement which have no inconsistency shall continue and remain in force and effective.

- 25.02 No rights of the Client or obligations of CIS under the laws or the rules or codes of the SFC and the Exchange will be removed, excluded or restricted by this Client Services Agreement. If any provision in this Client Services Agreement is contravening the laws or the rules or codes of the SFC and the Exchange, without prejudice, such provision shall be deemed to be excluded from this Client Services Agreement but the remaining terms in this Client Services Agreement is still valid and binding.
- 25.03 Any failure or delay in exercising any right, power or privilege in respect of this Client Services Agreement by CIS will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.
- 25.04 The Client fully understands the rapid changing nature of securities markets and the fact that the inherent risk of loss in trading in Securities can be substantial, and the risks involved in trading Securities have been fully explained to the Client and the Client will not at any material time hold CIS or its staff responsible in any manner whatsoever for any losses resulting from any such trading.
- 25.05 All payments by the Client shall be made in full without any set-off, counterclaim or (except as required by law) tax or other deduction. If any such deduction is so required, the Client shall simultaneously pay to CIS such amount as is necessary to ensure that CIS receives a net sum equal to what CIS would have received had no such deduction been made.
- 25.06 CIS shall not be responsible in any manner whatsoever for any loss resulting from the Client's lack of understanding of any aspect of Securities trading or Transactions or the financing of such trading or Transactions.
- 25.07 The Client shall rely exclusively on its own tax, accounting and other financial advisers in deciding whether to enter into, terminate or take any other action (including giving any Instructions to CIS) concerning any Transaction or otherwise, or in assessing the merits, suitability, value or effects of any Transaction.
- 25.08 The Client undertakes with CIS to do and execute (and irrevocably authorises CIS to do and execute on the Client's behalf) any act, deed, document or thing which CIS may require the Client to do in connection with the implementation, execution and enforcement of any of the terms and any rights conferred by this Client Services Agreement including but not limited to the execution by the Client of an irrevocable power of attorney appointing CIS as its lawful attorney to do and execute all such acts, deeds, documents or things on behalf of the Client as it considers necessary or desirable in connection with such implementation, execution and enforcement and the Client agrees to ratify or confirm all such acts, deeds, documents or things by CIS.
- 25.09 CIS is hereby authorised to conduct or cause to be conducted credit investigations, enquiries and checks regarding the Client and for such purpose to approach the Client's bankers including for the purpose of ascertaining the Client's financial situation and investment objectives and any information given in the Account Opening Form and to pass any Identity Information or other information about the Client, the Client's accounts and the Client's Transactions and the Ultimate Owner in respect of any such transaction to any of CIS's branches (if any), any person related to CIS and any Exchange, market, clearing house or regulatory authority (including the Regulators) in order to assist such Exchange, market, clearing house or regulatory authority with any investigation or enquiry it is undertaking. Subject to the abovementioned authority, CIS will keep all matters relating to the Account confidential.
- 25.10 Time shall be of the essence of this Client Services Agreement.
- 25.11 The Client is advised to seek independent legal advice for this Client Services Agreement including the Schedule and this Client Services Agreement is binding once the Account Opening Form is signed by the Client and accepted by CIS.
- 25.12 In the event there is any conflict of the interpretation or meaning between the Chinese and English version of this Client Services Agreement, the English version shall prevail.

SCHEDULE 1 : PERSONAL INFORMATION COLLECTION STATEMENTS

1. DISCLOSURE OBLIGATION

(a) From time to time, it may be necessary for the client to supply CIS with data in connection with the opening or continuation of the Account and the establishment or continuation of credit facilities or provision of securities brokerage, nominee and any other investment services. At the same time, some of the data are collected pursuant to laws, regulations, rules or codes binding on CIS or any of its Associates.

(b) Failure to supply such data may result in CIS being unable to open or continue accounts or establish or continue credit facilities or provide securities brokerage, nominee and any other investment services.

(c) Data is collected from the Client in the ordinary course of the continuation of the business relationship.

2. USE OF PERSONAL DATA

- 2.01 Personal data held by CIS relating to the Client, the Client's agent(s) or the Client's guarantor(s) (if any) may be used for the purposes of the maintenance and operation of the Account in accordance with relevant agreement(s), distribution of research, enforcement against counterparty, risk assessment, compliance with regulatory requirements to know Client and to carry out due diligence to assess the Client's investment suitability and for any other directly related purposes and will be kept confidential, but the CIS may provide such information to :- (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, printing or other services to the CIS in connection with the operation of its business; (b) any Associates of CIS; (c) any other person under a duty of confidentiality to CIS including any Associate of CIS which has undertaken to keep such information confidential; (d) any financial institution with which the Client has or proposes to have dealings; (e) any actual or proposed assignee of CIS or participant or sub-participant or transferee of CIS's rights in respect of the Client; (f) any person when we are compelled to make disclosure under the requirements of any law binding on CIS or any Associate of CIS; (g) any person with the Client's express or implied consent; (h) any person where our interests require disclosure; and (i) any person where the public interest requires disclosure.

3. PURPOSES

- 3.01 The purposes for which data relating to a Client may be used are as follows :- (a) the daily operation of the services and credit facilities provided to the Client; (b) conducting credit checks; (c) assisting other financial institutions to conduct credit checks; (d) ensuring ongoing credit worthiness of the Client; (e) designing financial services or related products for the Client's use; (f) marketing financial services or related products; (g) determining the amount of indebtedness owed to or by the Client; (h) collection of amount outstanding from the Client and those providing security for the Client's obligation; (i) meeting the requirement to make disclosure under the requirements of any laws, regulations, rules, codes binding on CIS or any Associate of CIS; and (j) purposes ancillary or relating thereto when necessary.
- 3.02 In the course of performing our duties, the CIS may, as permitted by law, match, compare, transfer or exchange any personal data provided by the Client with data held, or hereafter obtained, for these or any other purposes by the

CIS, government bodies, other regulatory authorities, corporations, organisations or individuals in Hong Kong or overseas for the purpose of verifying those data.

4. USE OF DATA IN DIRECT MARKETING

CIS intends to use and/or transfer the Client's data to any Associate of CIS for direct marketing and CIS requires the consent (including no objection) of the Client for that purpose. In this connection, please note that :- (a) the name, contact details, portfolio information, transaction pattern and financial background of the Client may be used in direct marketing of investment or financial related products and services of CIS; and (b) if a Client does not wish CIS to use and/or transfer the Client's data for use in direct marketing, the Client may, without charge, exercise the right to opt-out.

5. RIGHTS OF ACCESS AND CORRECTION

Under and in accordance with the Personal Data (Privacy) Ordinance any individual :- (a) has the right to check whether CIS holds data about him/her and the right of access to such data; (b) has the right to require CIS to correct any data relating to him/her which is inaccurate; and (c) has the right to ascertain CIS's policies and practices in relation to data and to be informed of the kind of personal data held by CIS.

6. NOTICE OF CONTACT PERSON TO REQUEST ACCESS OR CORRECTION

The person to whom requests for access to data or correction of data or opt out of receiving direct marketing material or for information regarding policies and practices and kinds of data held are to be addressed is as follows :- Data Protection Officer, China International Securities Limited, Rm 806, 8/F, K.Wah Centre, 191 Java Road, North Point, Hong Kong. Email: cs@ci-sec.com

SCHEDULE 2: FURTHER TERMS AND CONDITIONS TO APPLY IN CERTAIN CASES**1. FURTHER TERMS AND CONDITIONS TO APPLY IN OF THE CASE ACCOUNT FOR SOLE PROPRIETORSHIP**

Where the Client is at the same time a Sole Proprietor and opens the Account with the trading name of the Firm, the Client further agrees and confirms as follows :-

- 1.01 Nothing in this Client Services Agreement shall be construed so as to reduce or limit the liability of the Client to CIS in respect of any obligations, indebtedness or liabilities incurred by or in the name of the Firm whether or not such liabilities, indebtedness or obligations were incurred under or in relation to this Client Services Agreement and it is expressly agreed that all references herein to "obligations", "indebtedness" or "liabilities" of the Client shall include any obligations, indebtedness or liabilities of the Firm to CIS which may exist from time to time.
- 1.02 Whether the notice or written Instruction given is with or without the Firm's stamp or chop, such notice or written Instruction given by the Client to CIS shall be valid.
- 1.03 References to an account, not being the Account, maintained by the Client with CIS, any person related to CIS or otherwise, shall be a reference to any account whether maintained by or in the name of the Proprietor or the Firm; and references to "securities", "cash" and "property" of the Client shall include any securities cash or property from time to time held for or on behalf of the Proprietor or the Firm.
- 1.04 The obligations of CIS to make delivery of certificates or securities shall be discharged when such delivery is made to any of the business, residential or mailing addresses of the Proprietor, the Firm or the Firm's lawful representative as they appear from time to time on CIS's records or by delivering the same to the Proprietor or such representative or to any such address.
- 1.05 For the purposes of this Client Services Agreement, a notice or communication to the Client will be effectively given when mailed, delivered, sent or communicated to the Proprietor or the Firm in accordance with Clause 21 of this Client Services Agreement notwithstanding that such notice or communication has not been given to both the Proprietor and the Firm, and to the extent that any notice or demand shall not be required to be given to or made of the Client hereunder no such notice or demand shall be required to be given to or made of either the Proprietor or the Firm.
- 1.06 Any appointment of CIS as attorney or agent pursuant to Clause 25.08 of this Client Services Agreement shall be effective to appoint CIS as attorney for the Client to do any or all of the things referred to in that section whether on behalf of the Firm or the Proprietor or both.

2. FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF ACCOUNT JOINT OWNERSHIP

Where the Client comprises Joint Account Holders, the Client further agrees and confirms as follows :-

- 2.01 References to an account, not being the Account, maintained by the Client with CIS, any Associates or otherwise shall include any account maintained by or in the name of any of the Joint Account Holders whether solely or together with other Joint Account Holders and references to "securities", "cash" and "property" of the Client shall include any securities, cash or property from time to time held for or on behalf of any Joint Account Holder(s) and references to "indebtedness" of the Client shall be joint indebtedness of the Joint Account Holders.

- 2.02 The authority which the Client has given to CIS in Clause 13.02 of this Client Services Agreement hereof shall not entitle CIS to combine or consolidate any account(s) in the joint names of all the Joint Account Holders then in credit with any other account(s) in the name(s) of any member of Joint Account Holders (not being all of the Joint Account Holders) then in debit.
- 2.03 The obligation of CIS to make delivery of certificates or securities shall be discharged when such delivery is made to any of the residential or mailing addresses of any of the Joint Account Holders as they appear from time to time on CIS's records or by delivering the same to any Joint Account Holder or to any such address at CIS's absolute discretion.
- 2.04 For the purpose of this Client Services Agreement, a notice or communication to be given to the Client shall be effectively given when mailed, delivered, sent or communicated to any of the Joint Account Holders in accordance with Clause 21 of this Client Services Agreement and notwithstanding that such notice or communication has not been given to all Joint Account Holders, and to the extent that any notice or demand is not required to be given to the Client hereunder, no such notice or demand shall be required to be given to or made of any of the Joint Account Holders.
- 2.05 Any appointment of CIS as attorney or agent pursuant to Clause 25.08 of this Client Services Agreement shall be effective to appoint CIS as attorney or agent for each Joint Account Holder to do any or all of the things referred to in that section whether on behalf of the Client or any one Joint Account Holder or more than one Joint Account Holder.
- 2.06 This Client Services Agreement shall enure to the benefit of and be binding on the Joint Account Holders' respective executors, administrators, successors and assignees. CIS may grant time or other indulgence to any of the Joint Account Holders without impairing or affecting in any way any of CIS's rights herein against any other Joint Account Holder. In the case of the death or incapacity of any or all of the Joint Account Holders, the liability of the estate of such deceased or incapacitated Joint Account Holder or Joint Account Holders (as the case may be) shall cease only with regard to Transactions made with CIS subsequent to the receipt by CIS of written notice of the relevant death or incapacity, and CIS's rights hereunder shall not be affected in any other way by any such death or incapacity.
- 2.07 The Client's liabilities and obligations arising hereunder shall be joint and several as between the Joint Account Holders. Each Joint Account Holder shall waive in favour of CIS the right of proof in competition with CIS in the bankruptcy or insolvency of any other Joint Account Holder(s) and no such Joint Account Holder shall take from another or others any kind of security without CIS's prior written consent.

3. FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF ACCOUNT FOR PARTNERSHIP

- 3.01 Where the Client comprises the Partners, the Client further agrees and confirms as follows :-

The Partners of the Firm shall be jointly and severally liable for the Account and for all obligations, indebtedness and liabilities to CIS incurred by the Firm whether or not so incurred under or in respect of this Client Services Agreement.

- 3.02 Any notice or written Instruction given by the Client to CIS

under this Client Services Agreement shall be valid whether such notice or Instruction is given with or without the Firm's stamp or chop.

- 3.03 References to an account, not being the Account, maintained by the Client with CIS, any Associates or otherwise shall include any account maintained by or in the name of any of the Partners and references to "securities", "cash", and "property" of the Client shall include any securities, cash or property from time to time held for or on behalf of any one or more of the Partners or the Firm.
- 3.04 The authority which the Client has given to CIS in Clause 13.02 of this Client Services Agreement hereof shall not entitle CIS to combine or consolidate any account(s) in the name of the Firm then in credit with any account(s) in the name(s) of any member of Partners (not being all of the Partners) then in debit.
- 3.05 The obligations of CIS to make delivery of certificates or securities shall be to make such delivery to any of the business, residential or mailing addresses of any of the Partners or to the Firm as they appear from time to time on CIS's records or by delivering the same to any Partner or any such address at CIS's absolute discretion.
- 3.06 For the purpose of this Client Services Agreement, a notice or communication to be given to the Client will be effectively given when mailed, delivered, sent or communicated to any of the Partners or to the Firm in accordance with Clause 21 of this Client Services Agreement and notwithstanding that such notice or communication has not been given to all of the Partners, and to the extent that any notice or demand shall not be required to be given to or made of the Client hereunder, no such notice or demand shall be required to be given to or made of any of the Partners.
- 3.07 Any appointment of CIS as attorney or agent pursuant to Clause 25.08 of this Client Services Agreement shall be effective to appoint CIS as attorney or agent for each Partner to do any or all of the things referred to in that section whether on behalf of the Firm or any one Partner or more than one Partner.
- 3.08 This Client Services Agreement shall enure to the benefit of and be binding on the Partners and their respective executors, administrators, successors and assignees. CIS may grant time or indulgence to any of the Partners without impairing or affecting in any way any of CIS's rights herein against any of the other Partners. The dissolution of the Firm for whatever reason shall not affect the liabilities of the Partners individually or jointly until CIS shall have received written notice from any of the Partners to such effect, but no notice shall affect the Partners' liability jointly or severally for any Transaction made with CIS prior to CIS receiving the said notice and in the case of the death of a Partner, the liability of the estate of the deceased Partner shall cease only with regard to Transactions made with CIS subsequent to the receipt by the Broker of written notice of the death of the deceased Partner. Notwithstanding the foregoing, upon any Partner ceasing to be a member of the Firm by death or otherwise CIS may in the absence of written notice to the contrary from any Partner or the legal personal representative(s) or trustee(s) of any Partner treat the surviving or continuing Partner(s) or other partner(s) for the time being as having full power to carry on the business of the Firm and to deal with its assets freely as though there had been no change in the Firm.
- 3.09 The Client's liabilities and obligations hereunder shall be joint and several as between each of the Partners. Each Partner shall waive in favour of CIS the right of proof in competition with the Broker in the bankruptcy or insolvency of any or all of the other Partners and no Partner shall take from the other or others any kind of security without CIS's prior written consent.

4. FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF ACCOUNT FOR DISCRETIONARY SERVICE

Where the Client (or by notice given by any Authorised Person) requests and authorises CIS to open and/or continue and/or manage the Account on a discretionary basis (together and each, the "Discretionary Account"), the Account shall be designated in the books of CIS as a discretionary account and the Client further agrees and confirms as follows :-

- 4.01 The Client hereby appoints CIS as its agent and attorney for the purpose of investing and reinvesting (in a separate and distinctive portfolio) the Investment Assets in connection with the Discretionary Account. CIS shall fully and comprehensively manage the Discretionary Account in respect of the Investment Assets on a discretionary basis
- 4.02 "Investment Assets" shall consist of (1) all cash and investments of the Discretionary Account initially assigned to CIS by the Client and (2) all investments, reinvestments and proceeds of the sale thereof, including but not limited to, all dividends and interests on investments, and all appreciations thereof and additions thereto less depreciations thereof and withdrawals therefrom.
- 4.03 CIS will invest the Investment Assets in accordance with the objectives and guidelines as set by the Client in the Supplemental Agreement for Discretionary Service and accepted by CIS (the "Investment Guidelines") and any other investment objectives and guidelines specified by the Client. The Client shall have the sole discretion to modify the Investment Guidelines from time to time by notice to CIS. Any modification made by the Client pursuant to this Clause 4.03 shall become effective upon receipt by CIS of a written notice of such modification signed by the Client or its Authorised Person. For the avoidance of doubt, the Investment Guidelines shall not be regarded as having been breached by reason of changes in the price or value of the Investment Assets which are due solely to market forces or movements in any market or other events beyond the reasonable control of CIS.
- 4.04 In consideration of CIS providing management services on a discretionary basis for trading by the Client on the Discretionary Account, the Client agrees to pay CIS such management fees including performance fees as CIS may require and notify to the Client from time to time. At the moment, no such management fees will be applied but the commission in relation to the trading will continue to apply and the fact that non-charging of management fees at any time does not limit the right of CIS for charging management fees at future times as CIS thinks fit.
- 4.05 CIS may act and continue to act as investment manager to other clients and nothing in this Client Services Agreement shall in any way be deemed to restrict the right of CIS to perform investment management or other services for any person, and the performance of such services for any other person shall not be deemed to violate or give rise to any duty or obligation to the Client.
- 4.06 Nothing in this Client Services Agreement shall limit or restrict CIS or any of its affiliates from buying, selling or trading in any securities for its or their own account or accounts. The Client acknowledges that CIS, its affiliates and its other clients may at any time have, acquire, increase, decrease or otherwise dispose of positions in investments which are at the same time being acquired or disposed of for the Discretionary Account of the Client.

5. FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF ACCOUNT FOR PROFESSIONAL INVESTOR

Where the Client is categorized as professional investor pursuant to Paragraph (j) of the definition of professional

investor in Section 1 of Part 1 of Schedule 1 of the Securities and Futures Ordinance (Cap. 571) and Section 3 of the Securities and Futures (Professional Investor) Rules (Cap. 571D) and the Client agrees to be treated as professional investor, the Client further agrees and confirms as follows :-

- 5.01 The Client undertakes to provide the information in relation to asset adequacy test and investment experience as stipulated in the Professional Investor Assessment Form and acknowledges that CIS can rely upon the information provided.
- 5.02 The Client understands that CIS is not obliged to comply certain requirements as stipulated by the Regulators and there may be risks associated with the non-compliance.
- 5.03 If CIS solicits the sale of or recommends any financial product to the Client, the financial product must be reasonably suitable to the Client having regard to the

Client's financial situation, investment experience and investment objectives. No other provision of this Client Services Agreement or any other document CIS may ask the Client to sign and no statement CIS may ask the Client to make derogates from this clause.

- 5.04 The Client has the right at anytime to withdraw from being treated as a professional investor by giving a written notice of not less than 5 business days to CIS. Any such request by the Client shall be without prejudice to and shall not affect the provision of any services rendered to the Client on the basis that the Client is a professional investor prior to such withdrawal taking effect.

The Client is advised to refer to the Professional Investor Assessment Form for any related rights and risks.

SCHEDULE 3 : SUPPLEMENTAL AGREEMENT FOR ON-LINE TRADING

This Supplemental Agreement for On-line Trading is supplemental to this Client Services Agreement entered into by CIS and the Client to which this Supplemental Agreement for On-line Trading is annexed whereby CIS agrees to provide to the electronic services which enable the Client to made electronic Instructions and to obtain quotations and other information via computer or telephonic transmission or any other appropriate means at the material time for use on compatible personal, home or small business computer, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network ("Electronic Services"). Where any conflict arises between this Client Services Agreement and the provisions of this Supplemental Agreement for On-line Trading, the provisions of the latter shall prevail.

1. INTERPRETATION

- 1.01 In this Supplemental Agreement for On-line Trading, the words and expressions defined and the rules of construction contained in this Client Services Agreement shall apply and the following expressions shall have the following meanings unless the context otherwise requires :-

"Access Code"

- the Login ID and the Password;

"Login ID"

- the Client's unique identification used in conjunction with the Password to gain access to the Electronic Services, which the unique identification is assigned by CIS;

"Password"

- the Client's personal password, used in conjunction with Login ID to gain access to the Electronic Services, which the password can be changed by the Client and CIS will not retain any information in relation to the password.

- 1.02 References to "Instructions" in this Client Services Agreement are deemed to include electronic instructions given by means of the Electronic Services.

2. USE OF ELECTRONIC SERVICES

- 2.01 On the issuance by CIS to the Client of its Login ID and Password, the Electronic Services shall be activated and CIS shall notify the Client.
- 2.02 CIS is entitled to require the Client to place cash and/or Securities deposit prior to execution of any Instruction as will be informed by CIS from time to time.
- 2.03 The Client acknowledges and agrees :-

(a) that it shall use the Electronic Services only in accordance with this Supplemental Agreement for On-line Trading, this Client Services Agreement and the instructions and procedures as set out in CIS's Instruction Guidelines (or in similar names that CIS might use for the guidelines) which is supplied to the Client from time to time; (b) that it shall be the only authorised user of the Electronic Services; (c) that it shall be responsible for the confidentiality and use of its Login ID and Password; (d) that it shall be solely responsible for all Instructions entered through the Electronic Services using its Login ID and Password and any Instruction received by CIS shall be deemed to be made by the Client and in the form received; (e) that it shall immediately inform CIS if it becomes aware of any loss, theft or unauthorised use of its Login ID or Password; (f) that CIS has the right to suspend the Electronic Services if an incorrect Login ID and Password are entered on more than 3 occasions; and (g) to provide CIS with the Client's e-mail address, and promptly notify and provide CIS with any changes to the Client's e-mail, and to accept electronic communication from CIS at the e-mail address the Client has specified.

- 2.04 The Client acknowledges and agrees that CIS shall be authorised to act in accordance with each Instruction and to assume that such Instruction is genuine and has been given by the Client or a person authorised to do so on behalf of the Client, in each case solely by virtue of having received such Instruction through the Electronic Services and without having checked in any way as to whether such Instruction is genuine or has been given by any person or persons

referred to in the Account Opening Form and/or otherwise authorised to do so by the Client to give such Instruction. The Client further acknowledges and agrees that, as a condition of using the Electronic Services to give Instructions, the Client shall forthwith notify CIS if (a) an Instruction has been placed through the Electronic Services and the Client has not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); or (b) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct; or (c) the Client becomes aware of any unauthorised use of the Login ID or the Password. The Client agrees that, if the Client fails to notify CIS forthwith when any of the above situations occurs, neither CIS nor its directors, officers, employees or agents will have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instruction.

- 2.05 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 Electronic Services and that an Instruction may only be amended or cancelled if it has not been executed by CIS. In such circumstances CIS will use its reasonable efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by CIS in relation to the amendment or cancellation, CIS does not guarantee that such amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable and responsible for the original Instruction.

The Client authorises CIS to provide information on the Electronic Services supplied to the Client hereunder to the Stock Exchange Information Service Limited ("SEIS") to enable CIS to comply with the licence agreement between SEIS and CIS relating to market datafeeds.

The Client agrees to use the Electronic Services only in accordance with the terms of this Supplemental Agreement for On-line Trading. Any additional services offered through the Electronic Services in the future will only be used by the Client in accordance with the terms of this Supplemental Agreement for On-line Trading. The Client agrees that the Client shall be the only authorised user of the Electronic Services under this Supplemental Agreement for On-line Trading. The Client shall be responsible for the confidentiality and use of the Access Code.

3. MARKET DATA

- 3.01 The Client understands that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. The Client also understands that no party guarantees the timeliness, sequence, accuracy or

completeness of market data or any other market information. Neither CIS nor any disseminating party shall be liable in any way and the Client agrees to indemnify and keep indemnified CIS and such disseminating party from any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any act (whether or not negligent) of CIS or any disseminating party, or to any force majeure event, or any other cause beyond CIS's reasonable control or the reasonable control of any disseminating party.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.01 The Client acknowledges that the Electronic Services and any software comprised in it are proprietary to CIS. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorised access or appropriation to, any part of the Electronic Services or any of the software comprised in it. The Client agrees that CIS shall be entitled to terminate this Supplemental Agreement for On-line Trading if at any time the Client breaches, or if CIS at any time reasonably suspects that the Client has breached this warranty and undertaking.

5. TERMINATION OF ELECTRONIC SERVICES

- 5.01 CIS reserves the right and has the sole discretion to terminate the Client access to the Electronic Services without any notice or assigning any reason.

6. RISK DISCLOSURE

- 6.01 Risk Disclosure Statements contained in Schedule 4.

7. GENERAL

- 7.01 CIS may change the terms in this Supplemental Agreement for On-line Trading from time to time by giving the Client reasonable notice in writing or via Electronic Services.
- 7.02 The Client agrees that CIS and its directors, officers, employees and agents will not be liable for any delay or failure to perform any obligation on its or their part or for any losses caused directly or indirectly by any condition or circumstances over which CIS, its directors, officers, employees and agents do not have direct control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

SCHEDULE 4 : RISK DISCLOSURE STATEMENTS**1. RISK OF SECURITIES TRADING**

The prices of securities may fluctuate and may sometimes fluctuate dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

There may be risks, including but not limited to market risk, legal risk, interest rate and currency exchange rate risk, for each security. You are advised to conduct full research on the security or consult professional advice before you make any investment decision.

2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

Growth Enterprises Market ("GEM") stocks may involve high investment risks. In particular, companies may list on GEM with no track record of profitability or no obligation to forecast future profitability. At the same time, GEM stocks may be very volatile and illiquid.

You should have made due and careful consideration before making any decision to invest. The greater risk profile and other characteristics of GEM means that it may be a market more suited to professional and other sophisticated investors.

Current information on GEM stocks is limited and may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

If you are uncertain of or do not understand any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks, you should seek independent professional advice before making any decision to invest.

3. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

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

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

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

5. RISK OF TRADING SECURITIES DENOMINATED NOT IN HONG KONG DOLLAR

There is exchange rate risk for trading any securities not denominated in Hong Kong Dollar and it is possible that no profit will be made or even the investment become a loss that even though the price of the security goes up, the total amount converted back to Hong Kong Dollar will become less than the amount put for the investment due to the fluctuation of the exchange rate between Hong Kong Dollar and the currency denominated in the security.

6. RISK OF USING THE ELECTRONIC SERVICES UNDER THE SUPPLEMENT AGREEMENT FOR ON-LINE TRADING

(a) If you carry out Transactions via Electronic Services, you will be exposed to risks associated with the Electronic Services system including the failure of hardware and/or software, and in case of any system failure there may be risks that your order is either not executed according to your Instructions or is not executed at all;
(b) Due to unpredictable telecommunication traffic congestion and other reasons, Electronic Services may not be reliable and Transactions conducted via Electronic Services may be subject to delays in transmission and receipt of your Instructions or other Information, delays in execution or execution of your Instructions at prices different from those prevailing at the time your Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. CIS accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. You should not place any Instruction with us via Electronic Services if you are not prepared to accept the risk of such interruptions or delays; and

(c) Market data and other information made available to the Client through our Electronic Service may be obtained by CIS from third parties. Neither CIS nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information although CIS believes such market data or information to be reliable.

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

If you provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for you to collect in person all contract notes and statements of your account promptly and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner.

8. RISK OF TRADING DERIVATIVE PRODUCTS

Trading in derivative products (including but not limited to equity-linked instruments, credit-linked notes, derivative warrants and convertible securities) that track fluctuations in the price level of securities, bonds, money market instruments, interest rates, reference indices or other benchmark involves risks. Changes in market conditions may cause great changes in the value of such products. As a consequence, your related exposure to price or market risk may be significantly higher in connection with a derivative product than with the underlying assets or with other non-derivative financial instruments with which you may be familiar.

Derivative products may not be suitable for you as they can be complex and carry with them substantial risk of loss due to the gearing nature of certain types of derivative products. You should make investment in derivative products only after carefully assessing among other things the direction, timing, and magnitude of the potential future changes in the price or level of the underlying asset or instrument or other benchmark, as the return of any such investment may be dependent upon such changes. However, risks associated with trading in derivative products are not and should not be presumed to be predictable. Investing in certain types of derivative products may result in your having to take or make delivery of certain underlying asset or instrument at a pre-determined price. In such circumstances, you will need to perform such obligation however far the market price or level of the underlying asset or instrument has moved away from the pre-determined price or level and the resulting losses to you can be substantial.

Certain types of derivative products may result in the derivative product being mandatorily called back at certain market price or level of the underlying asset or instrument and your investment over the derivative product may become no value.

Expiry date may be applied in certain types of derivative products. The closer to the expiry date the higher the chance the value of the derivative products may become zero and become valueless at expiry.

9. RISK OF TRADING EQUITY-LINKED INSTRUMENTS

The return component of equity-linked instruments is based on the performance of a single equity security, a basket of equity securities, or an equity index. You may suffer capital loss should the price of the underlying shares go against your view. In extreme cases, you may lose your entire capital injected to such equity-linked instruments. The maximum return on investment is usually limited to a predetermined amount of cash as specified in the equity-linked instruments. So even if your view of the direction of the underlying stock price is correct, you will not gain more than the specified amount. The return payable for the equity-linked instruments is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after the specified time. Unlike traditional time deposits, there is no guarantee that you will get a return on your investment or any yield. There is also a possibility that note issuers default on their obligation in returning you the purchase principal or in selling you the underlying stocks. You must be prepared to take higher risks when you buy equity-linked instruments. You should consult with your own legal, tax,

financial and other relevant professional advisers prior to entering into any particular transaction. It is important for you to determine whether any transaction is suitable for you or (where applicable) your operations, business or organisation in light of your own experience, circumstances, objectives and resources, and you should be aware that this is your sole responsibility.

10. RISK OF TRADING BONDS

The price of bonds can and does fluctuate in a manner more volatile than expected and may become valueless. There is inherent risk, including but not limited to default risk, interest rate risk, exchange rate risk, and liquidity risk, that losses may be incurred rather than profits made as a result of trading bonds. Independent assessment of the risks and appropriateness of the transaction in light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction, should be considered before entering into any transaction.

11. RISK IN RELATION TO AUTHORISED THIRD PARTY

There are substantial risks if you allow an authorised third party to trade or operate the Account, and it is possible that instruction could be given by persons not properly authorised. You acknowledge and accept all of the risks of such an operation of the Account and irrevocably release CIS from all liabilities arising out of or in connection with such instructions, whether taken by CIS or otherwise.

索引

客戶服務協議及風險披露	18
1. 定義	18
2. 授權	18
3. 佣金、收費和利息	19
4. 指示	19
5. 交易常規	19
6. 利益衝突	20
7. 客戶身份	20
8. 保密	20
9. 證券的保管和處置	20
10. 沽空	21
11. 協議的終止	21
12. 債務和賠償	21
13. 戶口的抵銷、留置和合併	21
14. 分別及共同責任/繼承人	22
15. 交易通知和通信	22
16. 新上市證券	22
17. 聲明與保證	22
18. 特定情況下適用之附加條款及條件	22
19. 網上交易	22
20. 風險披露	22
21. 通知與通信	22
22. 修訂	22
23. 轉讓	23
24. 適用法律	23
25. 一般事項	23
附件1：個人資料收集聲明	24
附件2：個人資料收集聲明	25
附件3：網上交易補充協議	27
附件4：風險披露聲明	28

客戶服務協議及風險披露

現雙方同意：

1. 定義

1.01 在本客戶服務協議（包括附件）中，下列詞彙具有以下含義，除非文中另有約定：

「戶口」

— 根據本客戶服務協議，現在或此後以客戶的名義在中國國際證券開立的任何一個或多於一個的證券交易戶口；

「開戶表格」

— 客戶於中國國際證券開立證券戶口時所填寫的表格，以填寫客戶的個人資料；

「關聯公司」

— 與中國國際證券有關連的子公司或相關關聯公司的法人團體；

「授權人士」

— 根據本客戶服務協議或在本客戶服務協議中指定的代表客戶就有關戶口或交易發出指示及收據的人士或其中任何人，現時指第三方授權表格中指明的人士；

「營業日」

— 香港持牌銀行營業及進行一般銀行業務的任何日子（星期六、星期日或由香港特別行政區政府公佈的公眾假期，或在早上9時至下午5時之間的任何時間香港發出八號或以上的熱帶氣旋警告訊號或黑色暴雨警告訊號的日子除外）；

「客戶」

— 就個別情況而言：

(a) 個人戶口：(i) 與中國國際證券簽訂本客戶服務協議的自然人，擬開設及/或維持一個或多個個人戶口，其姓名於開戶表格中指明（以下稱「個人戶口持有人」）；或 (ii) 諸位人士，其中每人均與中國國際證券簽訂本客戶服務協議，個別及共同地擬開設及/或維持一個或多個聯名戶口，他們的姓名於開戶表格中指明（以下稱「聯名戶口持有人」）；或

(b) 公司戶口：(i) 如為獨資經營，開戶表格中指定的商號（以下稱「商號」），以及作為商號的唯一東主並以商號名義經營業務的人士（以下稱「東主」），他與中國國際證券簽訂本客戶服務協議，擬開設及/或維持商號名下的一個或多個戶口，其姓名在開戶表格中指明；或 (ii) 如為合夥經營，商號以及以商號名義經營的商號全體合夥人（以下稱「合夥人」），每人均與中國國際證券簽訂本客戶服務協議，個別及共同地擬為商號開設及/或維持一個或多個戶口，他們的姓名在開戶表格中指明；或 (iii) 如為有限公司（以下稱「該公司」），不論是否上市公司，該公司與中國國際證券簽訂本客戶服務協議，擬開設及/或維持該公司名下的一個或多個戶口，該公司的名稱及每一位董事或根據董事決議案獲授權簽署的可簽署人士在開戶表格中指明；

「交易所」

— 香港聯合交易所有限公司和任何外國證券交易所；

「外國證券交易所」

— 香港以外的國家的法律所准許經營的證券交易所，或任何場外交易市場；

「聯交所」

— 香港聯合交易所有限公司；

「香港」

— 中華人民共和國香港特別行政區；

「身份資料」

— 就任何人士而言，指該人士的真實和完整的身份資料，包括其別名、地址、出生日期、職業和聯絡資料；

「指示」

— 客戶或其授權人士根據第4.01條對中國國際證券作出的任何指示或命令；

「非香港證券」

— 不受證券及期貨（客戶證券）規則（香港法例第571H章）第3(1)條（規則或經不時修訂及補充）所管轄的任何證券；

「監管機構」

— 聯交所、證監會及其他於香港的相關監管機構；

「證券」

— (a) 股票、股份、單位信託中的單位和其他股本證券；(b) 於交易所交易的債券、票據和其他債務證券；(c) 於交易所交易的衍生工具，包括窩輪及牛熊證；及 (d) 於交易所交易的任何種類之其他投資。

「證監會」

— 香港證券及期貨事務監察委員會；

「交易」

— 指在任何交易所購買、認購、出售、及所有種類證券所涉及的交易，包括但不限於證券保管以及提供代名人或提供託管服務，以及依據本客戶服務協議進行的其他交易；

「最終受益人」

— 就中國國際證券依據本客戶服務協議已經或將會代客戶辦理的任何交易而言，最終受益人指下列任何人士：(a) 客戶在此項交易中所代理的委託人；或 (b) 將享有此項交易的商業或經濟利益及/或將承擔此項交易的商業或經濟風險的人士；或 (c) 對於發出此項交易的指示須負起最終責任的人士。

1.02 就本客戶服務協議而言，任何對條款、項或附件援引是對本客戶服務協議的條款、項或附件的援引。條款、項及附件構成本客戶服務協議的一部分並且應被認為已經包括在本客戶服務協議中。

1.03 任何被提及的有關法律規定的解釋應同時參照其修改或重新頒布的規定，或因其他規定的重新立法（不論是否做出修改）而修改的適用性，並應包括根據這些法律規定而不時制訂的規例或法令。

1.04 除非本客戶服務協議中另有約定，所有在本客戶服務協議項下由一人以上人士作出或達成的所有陳述、保證、承諾、彌償、協議和義務均為個別及共同地由該人等作出或達成。

1.05 本客戶服務協議中，任何性別的詞語包含所有性別、單數的詞語包含複數、複數的詞語包含單數、人包含自然人、法人團體和非法人團體。

2. 授權

2.01 如果客戶（如為個人客戶）欲指定授權人士，則客戶在填寫開戶表格外，亦要以中國國際證券規定或可接受的格式向中國國際證券提交正式簽署的第三方授權表格或類似的委任文件。客戶同意中國國際證券有權依據授權人士的指示行動。該授權有效期為12個月，在每年的12月31日前的14天，中國國際證券會向客戶發出續期通知書，以額外延長相關授權12個月，如沒有收到客戶的書面回覆表示反對，該授權會於來年的1月1日自動延長。客戶亦可以書面通知中國國際證券撤銷或更改該授權，而相關撤銷或更改授權會在中國國際證券收到該書面通知的3個工作天內辦理完成。

2.02 客戶（如為公司客戶）授權予授權人士在與中國國際證券進行的所有交易中代表客戶，並代表客戶簽署與戶口及其操作相關的所有協議和文件，包括本客戶服務協議。所有該等文件和指示對客戶有絕對及最終的約束力。客戶同意中國國際證券有權依據授權人士的指示而作出相應的行動，直到客戶以書面通知中國國際證券撤銷或更改該授權為止。

2.03 客戶確認並同意，客戶對所有交易負有完全的責任，中國國際證券只對交易的執行、結算和進行負責，中國國際證券對於與戶口或交易有關的介紹公司、投資顧問或其他第三方的任何操守、行動、陳述或聲明概不承擔義務和責任。

- 2.04 任何由中國國際證券、中國國際證券的董事、高級職員、僱員或代理人提供的任何意見或資料都不應構成進行交易的要約或投資的建議。客戶應獨立地並且不依賴中國國際證券，作出其本身的交易判斷

3. 佣金、收費和利息

- 3.01 在所有交易中，中國國際證券獲授權在到期日可立即扣除有關為客戶進行任何交易的佣金及費用，及其他有關交易服務的費用，包括但不限於由客戶使用的股票報價服務、交易所或結算所徵收的相關徵費、佣金、印花稅、銀行費用、過戶費、利息及代名人或託管人費用。中國國際證券保留一切權利，在合理時間內給予書面通知後可調整、增加、豁免由交易及服務所產生的佣金及費用。
- 3.02 中國國際證券有權把客戶戶口內的所有資金和代表該客戶戶口收到的資金存放於一間或多間《證券及期貨條例》所界定之認可財務機構或《證券及期貨條例》另行准許的財務機構的一個或多個信託戶口。
- 3.03 客戶需按中國國際證券不時通知客戶的利率及條款就戶口所有的借方差額（包括於任何時間欠付中國國際證券的任何金額）支付利息。該利息將逐日累計，並且應在每個曆月的最後一天或按中國國際證券要求的任何日期支付。逾期未付的利息將每月按複利率計算，且利息本身將產生其相應的利息。
- 3.04 中國國際證券有權但沒有責任按中國國際證券不時通知客戶的利率和條例就戶口的貸方結餘支付利息。客戶確認並同意該利率是浮動的，並有可能有別於銀行就本公司代客戶持有信託戶口所支付的利率。

4. 指示

- 4.01 所有指示應由客戶（或其授權人士）透過智能電話應用程式或互聯網接駁平台直接下達，或以面對面或電話（必須致電由中國國際證券不時提供的電話號碼，而該等電話指示將會被錄音及存檔）等方式發出，或以親手或郵寄方式送交書面指示，或以中國國際證券不時接受的其他方式發出。
- 4.02 中國國際證券有權（但沒有責任）要求客戶以任何口頭、傳真、電子郵件或其他電子方式傳遞的指示，如該指示已被執行，中國國際證券會在指明的期間以電子郵件確認，但客戶如未能確認或延遲確認，將不影響中國國際證券只依據口頭、傳真、電子郵件或其他電子方式傳遞的指示辦理。一旦中國國際證券提出要求，客戶即須賠償中國國際證券根據任何上述指示辦理所引致的任何損失或費用。
- 4.03 除非中國國際證券（在有關交易的文件上）表明他是主事人，中國國際證券將以客戶代理人的身分進行交易。
- 4.04 中國國際證券有絕對酌情決定權（而毋須對客戶承擔任何責任）可隨時拒絕代表客戶或於任何時間執行任何指示，而並沒有義務就此決定作出解釋。
- 4.05 客戶確認並同意由（或聲稱由）客戶或其授權人士通過任何方法向中國國際證券發出及中國國際證券按其行事或已依賴的任何指示，在任何時候都不可撤回及對客戶具有約束力，不論該指示是否由客戶親自或由其授權人士發出。在任何情況下，中國國際證券都沒有義務查詢或核證以可接受的方法發出指示的人士之身份和權力

5. 交易常規

- 5.01 除非客戶向中國國際證券提出與此相反的特定與明確的指示（而該指示必須符合相關交易所的規定並需待中國國際證券同意方可進行），否則所有證券買賣盤僅在當日有效，並在該等指示涉及的有關證券交易所的正式交易日結束時失效。
- 5.02 在執行客戶的任何指示時，如中國國際證券或其任何代理人未能代客戶買入或賣出該有關指示所說明的證券數量，則中國國際證券有絕對酌情決定權代客戶買入或賣出少於該指示所說明的數量的證券，而客戶須受上述已作出的交易約束。

- 5.03 客戶明白及同意中國國際證券未必能夠就每次指示均以任何特定時間的報價或「最佳價格」或「或較佳價格」或「市價」執行買賣盤，而客戶無論如何均同意接受中國國際證券代客戶作出的一切交易並受該等交易約束，市價買賣盤可能因為市場狀況波動而導致該指示以不利的價格執行，而由於市價買賣盤會被即時執行，因此很難予以取消。

- 5.04 如客戶指示中國國際證券在某一交易所上作出任何交易，而該等交易是以戶口指定貨幣以外的其他貨幣進行，則：
- (a) 因貨幣之間的匯率波動而產生的任何盈利或虧損須歸於客戶和由客戶獨自承擔；及
- (b) 在該等證券被購入、出售、抵銷或以其他方式結清時，中國國際證券有絕對酌情決定權根據有關貨幣當時的市場匯率不可推翻地釐定一個匯率，以戶口所採用的貨幣借記或貸記戶口。客戶同意並授權中國國際證券從戶口中支付貨幣轉換過程所產生的任何費用。中國國際證券保留在任何時間拒絕接受客戶有關貨幣轉換的任何指示的權利。
- 5.05 因客戶未能結算或客戶未能履行客戶對中國國際證券的其他義務而導致中國國際證券的所有損失、費用、收費和支出，客戶應予負責。客戶應立即向中國國際證券提供足夠的結算資金，使中國國際證券得以清償在戶口下代客戶進行任何交易有關的所有已產生或將產生的責任。如果客戶未能遵從本第5.05條，中國國際證券可以按照第5.06條出售、借用、購買或以其他方式處理有關證券。
- 5.06 倘若客戶不按照第5.05款處理任何交易的結算，除非雙方同意以其他處理辦法，中國國際證券有權（在購買交易情況下）轉讓或出售任何已經購買的該等證券，以履行客戶對中國國際證券的責任，或（在出售交易的情況下）借用及/或購買已經售出的該種證券，以履行客戶對中國國際證券的責任，而客戶須賠償中國國際證券由於任何上述轉讓、出售、借用或購買或由於客戶未能付款或交付證券而蒙受或引致的一切損失、損害、收費、費用與支出。
- 5.07 中國國際證券有絕對酌情決定權可將與戶口有關事宜委託或分包予中國國際證券不時選定的人士或委託該等人士為代理人。
- 5.08 如中國國際證券在任何交易所指示第三者代客戶買賣證券，客戶同意中國國際證券在適用的法律、規則與規例的規限下，與該第三者按中國國際證券認為恰當的方式分享佣金或回佣和非金錢利益或與該等交易或合同有關的其他款項。
- 5.09 就處理客戶的買賣盤，中國國際證券會根據由其自行酌情決定與各公司及人士不時作出關於執行買賣盤的相關必要安排，促使和監管其透過任何關聯公司或其他市場上的各交易所和結算所的會員或獨立出市經紀或莊家或委託人在世界任何地方的交易所及其它市場執行客戶的買賣盤，而本客戶服務協議提到中國國際證券執行的交易或買賣盤亦應按此解釋。
- 5.10 中國國際證券可以把客戶的買賣盤和中國國際證券自己的買賣盤集合起來處理，亦可把客戶的買賣盤和與中國國際證券有關聯的相關人士的買賣盤或其他客戶的買賣盤集合起來處理。這種集合在某些情況下可能對客戶不利，而在其他情況下可能對客戶有利。然而，中國國際證券保證客戶的買賣盤與中國國際證券自己的買賣盤集合起來時，不會對客戶產生不利影響，且努力保證，客戶的買賣盤與其他客戶的買賣盤集合起來時，在一段時期內連續幾次買賣盤期間，不會使客戶處於較其他客戶不利的地位。
- 5.11 倘若中國國際證券在任何時候收到的款項（包括抵銷）是以不適用的貨幣支付的，而中國國際證券收到的款額所能買到的適用貨幣（扣除任何有關費用之後的）數額少於應以適用貨幣支付的款額，則一經中國國際證券提出要求，客戶有責任須即時向中國國際證券補償上述不足款額，並按照戶口應計利率，支付不足款額的利息，從中國國際證券收到上述款項之日起計，直至不足之款額補足之日。

5.12 如客戶以代理人身份為他人的行事，應在向中國國際證券發出指示的同時就該作為代理人事宜通知中國國際證券。除非客戶向中國國際證券發出相反的通知，中國國際證券可以假設客戶乃以當事人身份行事，而非以他人的代理人身份行事。客戶保證，客戶是戶口的真實擁有人，並非代任何其他人士或為了任何其他人士的利益而持有任何戶口。中國國際證券將擔任客戶的代理人，根據本客戶服務協議辦理與證券有關的一切交易，但中國國際證券可以（在有關交易的成交單據或其他單據中）指明，中國國際證券或與其有關的任何其他人士在中國國際證券代客戶辦理的該宗交易中亦作為交易對手的當事人。如客戶表明該指示乃客戶代表他人行事，中國國際證券有權不履行相關指示，並要求客戶就該指示提供更多文件及資料。

5.13 客戶、中國國際證券以及為了客戶或代表客戶所作的一切證券交易，須遵守和繳付就進行有關證券交易的交易所或市場及其結算所（如有的話）（包括但不限於聯交所、香港中央結算有限公司（「中央結算公司」）和聯交所期權結算有限公司（「期權結算所」）不時實施的（包括但不限於有關交易與結算的）章程、附例、規則、裁定、規例、交易收費及其它徵費、習慣與慣例，且須遵守不時修訂、可能適用的任何政府或監管當局的一切法律、規例與命令（包括但不限於香港法律）。中國國際證券按照上述法律、規則與規例採取的一切行動對客戶均有約束力。中國國際證券獲得授權，按照有關的交易所、市場或結算所制定的規則，徵收任何交易收費或其他徵費。中國國際證券在本客戶服務協議中不為任何上述交易提供融資。客戶同意遵守由中國國際證券就適用於戶口或客戶證券交易而訂定的一切規則與規例。

5.14 除第5.15條另有規定外，中國國際證券並沒有獲授權：

(a) 把客戶的證券存入一家銀行機構，作為中國國際證券取得墊款或貸款的抵押品，或存入中央結算公司，作為清償中國國際證券在結算制度下所負債務的抵押品（除非客戶作出特定的授權）；

(b) 借用或借出客戶的任何證券；或

(c) 為任何目的放棄管有客戶的任何證券（除非交還給客戶或按照客戶的指示辦理）。

5.15 客戶明白並同意中國國際證券可以：

(a) 把客戶的任何非香港證券存放於任何香港以外的第三方，包括但不限於銀行、證券交易商、借貸機構等，作為提供予中國國際證券的任何財務通融的抵押品；

(b) 借用或借出客戶的任何非香港證券給任何香港以外的第三方，包括但不限於銀行、證券交易商、借貸機構等；

(c) 把客戶的任何非香港證券存放於任何香港以外的第三方，包括但不限於銀行、證券交易商、借貸機構等，作為解除和清償中國國際證券在交收上的義務及責任的抵押品；及

(d) 把客戶的任何非香港證券存放於香港以外的第三方，包括但不限於銀行、證券交易商、借貸機構等，作為中國國際證券於或有關期權合約的交易的抵押品。

6. 利益衝突

6.01 客戶確認並同意中國國際證券及其董事、高級職員或僱員及其代理可以為其本身戶口或關聯公司戶口進行交易。

6.02 中國國際證券有權（不論中國國際證券是作自行買賣或代表關聯公司或其其他客戶）買入、賣出、持有或買賣任何證券，或採納與客戶指示對立的倉盤買賣。

6.03 中國國際證券有權將客戶指示與其他客戶的指示進行對盤。

6.04 中國國際證券有權對中國國際證券或其關聯公司有持倉或就該證券作為包銷商、保薦人或其他身份的證券進行交易。

6.05 在本第6條中提及的任何情況下，中國國際證券都不會就客戶的任何利潤或利益負上任何責任或義務。

7. 客戶身份

7.01 在中國國際證券依據本客戶服務協議已經或將會代客戶辦理的任何交易中，倘若客戶以代理人身份行事，並且由於任何原因沒有向中國國際證券透露或提供該項交易的最終受益人的身份資料，則客戶保證在收到中國國際證券或監管機構的書面要求的兩個營業日內（或監管機構可能合理地指明的較短期間）直接向監管機構提供上述身份資料。

7.02 在中國國際證券依據本客戶服務協議已經或將會代客戶辦理的任何交易中，倘若客戶以任何投資計畫、全權支配戶口或全權支配信託（或任何其他人士）的投資經理身份行事，但客戶酌情作出的決定被上述計畫、戶口或信託的一位或多位受益人（或上述其他人士）否決，則客戶保證（a）向中國國際證券告知上述安排，和（b）向中國國際證券提供該最終受益人或上述其他人士（其指示已否決客戶所作決定）的身份資料。倘若客戶由於任何原因沒有向中國國際證券透露或提供上述身份資料，客戶保證在收到中國國際證券或監管機構的書面要求的兩個營業日（或監管機構可能合理地指明的較短期間）內直接向監管機構提供上述身份資料。

7.03 在中國國際證券依據本客戶服務協議已經或將會代客戶辦理的任何交易中，倘若客戶在實行客戶資料保密法律的法律管轄地區內擔任中介人，客戶確認：（a）最終受益人已經簽訂一項關於此項交易的協議，就依據本第7條在接到要求時向監管機構提供監管機構所需資料一事，表示放棄上述保密法律賦予的利益；和（b）該份協議在有關的外國法律之下具有法律約束力。

7.04 客戶保證，一旦中國國際證券提出要求，即在任一個或多個時候向中國國際證券提供中國國際證券所要求的關於客戶的身份資料、財務及其它資料（包括但不限於在戶口中及/或憑戶口簽訂的任何買賣合約中最終享有實益的人士的身份）。客戶與中國國際證券同意，倘若本客戶服務協議規定的或與之有關的資料有任何重大變更，將通知另外一方。

7.05 客戶保證客戶所提供的身份資料均為真實及正確，且中國國際證券可以合理地依靠。

7.06 即使本客戶服務協議終止，本第7條中所列各規定依然有效。

8. 保密

8.01 中國國際證券將為戶口有關的資料保密，但若有為遵照交易所和證監會或任何其他監管機構的規定被要求提供該等資料時，中國國際證券可以在無需徵求客戶同意或無需通知客戶的情況下，將該等資料提供予該等機構及中國國際證券的關聯公司。

8.02 就個人客戶，中國國際證券將遵守香港《個人資料（隱私）條例》以監管個人資料之使用。中國國際證券有關個人資料使用的政策和應用載於本客戶服務協議的附件1內。客戶確認已完全明白及接受載於附件1內的條款。

9. 證券的保管和處置

9.01 客戶委任中國國際證券為客戶的託管人，為客戶提供證券託管服務。客戶同意在沒有得到中國國際證券書面同意前，不會以任何構成帳戶部份的任何證券和資金進行按揭、抵押、出售、發行認股權或以其他方式進行買賣。

9.02 中國國際證券為了或代表客戶持有或保管的任何證券可由中國國際證券自行酌情決定：

(a) 對於可註冊證券以客戶的名義或中國國際證券代名人的名義登記；

(b) 存入中國國際證券的銀行的一個指定戶口或存入任何提供文件保管設施的其他機構的一個指定戶口作為保管。如為香港證券，該等機構須為證監會所能接受的提供保管服務機構。

9.03 中國國際證券不必向客戶交還中國國際證券從客戶收到或代客戶收到的同一份或同一批證券或股票，但可以把同種和相同金額的證券或股票交還給客戶。

- 9.04 凡是寄存於中國國際證券但不在客戶名下註冊的任何證券，所產生的任何股息、分配或其他利益被中國國際證券收到時，應按照雙方議定的辦法，貸記入戶口，或支付或轉付給客戶。倘若客戶的證券是中國國際證券為其諸位客戶持有的相同證券的一個部份，則客戶有權按其持有的證券在上述全部相同證券中所佔比例，取得相應份額的利益。倘若中國國際證券蒙受任何損失，中國國際證券可以按照其代客戶保有的全部證券的數目或數額在上述全部證券的數目或數額中所佔比例，把相應份額的損失借記入戶口（或按雙方議定，要求客戶付款）。
- 9.05 除非付給客戶或為了結算而轉付他方，戶口在任何時候的貸方結餘以及中國國際證券不時代客戶收取的任何款項須由中國國際證券以信託方式代客戶保有，並按照適用法律及任何有關的交易所或監管當局的規則，貸記入在一家持牌銀行開設的客戶信託戶口，但中國國際證券可以把上述貸方結餘或款項所生的任何利息保留自用，但只限於該等利息超過按中國國際證券決定的適用利率應付給客戶的利息的餘額。
- 9.06 中國國際證券或其代名人可在任何時候自行酌情決定，就戶口中持有的證券行使表決權，無需另行獲得客戶同意，但須遵守客戶作為該等證券的實益擁有人所作關於表決的任何具體書面指示。
- 9.07 中國國際證券根據本第9條為客戶保管的證券之風險將由客戶完全承擔，及中國國際證券將不會對客戶所遭受的任何損失和損害承擔責任或義務，除非這類損失和損害是由中國國際證券的嚴重疏忽或中國國際證券方面的欺詐行為直接導致的。
- 9.08 於本第9條所述的每一常行指示的有效期為簽署本客戶服務協議起計12個月，中國國際證券會於每年的12月31日前的14天發出常行指示續期通知書，如沒有收到客戶的書面回覆表示不同意，該等常行指示會自動於來年的1月1日起續期12個月。

10. 沽空

- 10.01 中國國際證券將不會接受沽空指示。如客戶作出任何賣出指示，而客戶的中國國際證券戶口並沒擁有該等證券，中國國際證券將不會執行並會拒絕該等指示。
- 10.02 沽空包括出售以借用方式得到的證券。中國國際證券概不接受出售該等借來的證券，相關賣出指示將據第10.01條不會被執行並會被拒絕。

11. 協議的終止

- 11.01 簽署本客戶服務協議的任何一方只要在不於7個營業日前向另一方提出書面通知，都可以於任何時候終止本客戶服務協議。本客戶服務協議終止時戶口也應被視為終止。按本第11.01條規定終止協議時，不會影響中國國際證券根據本客戶服務協議在中國國際證券已實際收到客戶終止的通知前已進行的任何交易。終止協議將不會取消、損害或改變中國國際證券在本客戶服務協議下的任何權利。

本第11.01條項下的任何終止不會影響：

- (a) 中國國際證券在終止協議前作出的所有行為，該等行的有效性將繼續為對客戶具有約束力；
- (b) 如客戶或中國國際證券就任何在終止協議時有尚未完結的交易，該等未完結的交易引致的所享有的權利或須承擔的責任，於該等交易在被處理、取銷或結算後全部被解除；
- (c) 如客戶就戶口及/或交易的協議作出任何保證、陳述、承諾及彌償，所有該等保證、陳述、承諾及彌償在終止後仍然有效；或
- (d) 客戶在本客戶服務協議第7條項下的義務。

- 11.02 當本客戶服務協議依據本第11條終止時，客戶在本客戶服務協議下所有到期或欠下的款項將立即到期並須立刻繳交。

- 11.03 當本客戶服務協議終止時，中國國際證券可以賣出、變賣、贖回、套現或採取其他方法處置客戶的全部或部分證券，以償還客戶欠下中國國際證券之所有債務。
- 11.04 根據本第11條，相關現金款額扣除任何款項後，如果戶口仍出現結欠，客戶應當立即向中國國際證券支付相等於該戶口結欠之金額，連同中國國際證券由通知客戶該金額當日起直至實際收到全部款項之日（在任何法律裁決之前或之後）的所有關於該款項之成本。
- 11.05 為履行本第11條的規定，如有需要，中國國際證券可以在有關日期以（由中國國際證券據其絕對酌情權決定）相關外匯市場當時（由中國國際證券據其絕對酌情權決定）的即期匯率進行貨幣轉換。
- 11.06 如本客戶服務協議在任何情況下終止時及/或戶口結束時，戶口中仍有任何結餘現金或證券，客戶同意在提出終止及/或結束的日期起七日內，向中國國際證券發出關於提取上述現金及/或證券的指示，若客戶未能履行上述規定，中國國際證券有權（但沒有責任）出售客戶的任何證券，就出售該等證券所得收入加上戶口中的貸方結餘（如有）以支票或其他中國國際證券同意的方式把相關金額退還給客戶。

12. 債務和賠償

- 12.01 客戶承諾不時向中國國際證券及其高級職員、僱員及代理人（以下簡稱「職員」）彌償中國國際證券及/或其職員在任何時候因履行本客戶服務協議、與戶口有關的任何協議及/或行使該等協議下的權利而合理招致或蒙受的全部法律責任、損失、費用及/或開支（包括訴訟費用），除非該等法律責任、損失、費用及/或開支是因中國國際證券或其職員本身的實際欺詐行為或嚴重疏忽所引致的。
- 12.02 中國國際證券在任何情況下都毋須對客戶因為中國國際證券或其職員或其任何銀行或金融或其他機構在履行與戶口有關的任何協議及/或行使該等協議項下的權利時的任何行為、建議、聲明（明示或隱含）、失責或遺漏而招致或蒙受的任何法律責任、損失、費用及/或開支負責，除非該法律責任、損失、費用及/或開支是由上述任何一方的實際欺詐或嚴重疏忽所造成。

13. 戶口的抵銷、留置和合併

- 13.01 在不影響一般留置權的情況下及除一般留置權、抵銷權或中國國際證券在法律上及依據本客戶服務協議擁有的其他同類權利外，中國國際證券持有客戶的所有證券、應收款項、現金和客戶（由客戶個人或與他人共同持有）的其他財產在任何時候均受制於中國國際證券擁有的一般留置權，以此作為賠償和清償客戶因交易或其他緣故引致而欠下中國國際證券及其關聯公司的債務的連續擔保。
- 13.02 在不影響一般留置權的情況下及除一般留置權或中國國際證券在法律上及依據本客戶服務協議擁有的其他同類權利外，中國國際證券本身和作為任何關聯公司的代理人在任何時候都擁有在不預先告知的情況下將客戶的任何或所有戶口與中國國際證券或關聯公司的戶口合併和整合的權利，不論戶口是客戶個人擁有或與他人共同擁有。中國國際證券可以抵銷或轉讓該等戶口中的現金、證券或其他資產以清償客戶欠下中國國際證券或其任何關聯公司的責任或債務，不論該等責任或債務是實際或視現實情況而定的、基本或附帶的、有擔保或無擔保的、個人承擔或共同承擔的，也不論該等責任或債務是否以銀貨兩訖形式從客戶的證券買賣中產生。
- 13.03 在不限制或修改本客戶服務協議一般條款的情況下，中國國際證券可根據適用法例、規則及規例在不作通知的情況下轉移在任何戶口及其關聯公司的任何其他戶口的任何資產。
- 13.04 客戶確認及同意給予中國國際證券根據香港法例第571N章證券及期貨（財政資源）規則第21(2)條下的授權：(a) 將應收取的款項與應支付的款項互相抵銷，但該等款項須是客戶以銀貨兩訖形式買賣證券而產生；及 (b) 為清償客戶應支付予中國國際證券的款項而處置為客戶持有的證券。

14. 分別及共同責任/繼承人

14.01 當客戶由兩個及以上的人士組成時：

- (a) 每個人都個別並與他人個別及共同地承擔本客戶服務協議中規定的義務；
- (b) 中國國際證券可以接受客戶中任一個人發出的指示，並向發出指示的人士發出收據，而無須通知客戶中的其他人士。中國國際證券沒有責任確定客戶任何個人所發出的指示之目的或是否適當，及客戶個人與其他人士間的付款分配或交付是否得宜。中國國際證券茲保留要求客戶提交書面指示的權利；
- (c) 就本客戶服務協議中的條款，中國國際證券與客戶個人間的任何付款和證券交付將是有效並完全免除中國國際證券對每個個人承擔的責任，無論該交付是在客戶中任何一個或多個個人死亡之前或之後進行的；
- (d) 發給客戶中任何一個個人的任何通知均會被視為等同於發給持有該戶口的所有個人；
- (e) 任何其中一位客戶的死亡（而尚有其他個人生存時）將不會導致本客戶服務協議終止。倘若已故者在其生前欠下中國國際證券任何債務，中國國際證券可強制把其於中國國際證券的遺產清償該等債務，而帳戶餘下的權益將歸屬於生存者（除非客戶於開戶時或於聯名戶口內所有客戶依然在世時另行指明）。客戶中的生存者在知悉另一客戶死亡時，應立即以書面方式通知中國國際證券。

15. 交易通知和通信

- 15.01 任何通知、結單、確認書或其他通訊中所指或所述的每項交易以及每份帳單，皆須被視為獲得客戶批准和正確無誤，且已被客戶追認和確認，除非在中國國際證券向客戶發送上述通知、結單、確認書或其他通訊之時起七日內，中國國際證券收到客戶的持相反意見之書面通知。
- 15.02 除非雙方另行同意，就第15.01條的通知、結單、確認書或其他通訊及就本客戶服務協議的任何條款作任何更改、修改、刪除或擴展，中國國際證券有權採用任何方式通知客戶，而中國國際證券亦有權隨時轉用另一種通知方式，而不另行通知。
- 15.03 中國國際證券將在客戶要求之下，就客戶指示中國國際證券依據本客戶服務協議的條款代客戶購買或出售的任何產品，向客戶提供相關產品說明、招股書或其他發售文件。

16. 新上市證券

- 16.01 如果客戶要求並授權中國國際證券作為其代理人及為客戶或其他任何人士的利益申請於交易所新上市及/或新發行的證券，客戶現保證在作出該等申請時中國國際證券獲授權代表客戶作出該等申請。
- 16.02 客戶明白及知悉客戶本人有責任熟知並遵從任何招股說明書及/或發行文件、申請表格或其他有關文件內所載之管轄新上市及/或發行證券及其申請之全部條款及細則，且客戶同意在與中國國際證券進行的任何交易中受該等條款及條件約束。
- 16.03 客戶會向中國國際證券就新上市及/或新發行證券（不論是向有關證券的發行人、保薦人、包銷商、配售代理人、交易所、或任何其他相關監管機構或人士）作出的所有所需的聲明、保證和承諾。
- 16.04 客戶進一步聲明和保證，並授權中國國際證券通過任何相關申請表格（或以其他方式）向交易所和任何其他適合人士作出披露及保證，中國國際證券在為客戶或代表客戶或客戶作為代理人行事的受益人的利益而行事時，該申請是客戶唯一的申請。客戶知悉並接受，就中國國際證券作為客戶代理人作出的上述申請而言，中國國際證券和有關證券的發行人、保薦人、包銷商或配售代理人、交易所、或任何其他相關監管機構或人士會依賴上述聲明和保證。
- 16.05 客戶聲明和保證客戶是一位根據新上市及/或發行證券的

招股說明書及/或發行文件、申請書或其他相關文件訂明的合資格人士，且明白中國國際證券將會倚賴該等聲明和保證。

- 16.06 客戶確認，倘若由未上市公司作出任何申請，而該公司除證券買賣外沒有從事其他業務，而客戶對該公司具法定控制權，則該公司作出的申請會被視為為客戶的利益而作出的。
- 16.07 客戶承認並明白，證券申請的法律和監管規定及市場慣例將不時改變，因此任何新上市或新發行證券的規定亦會因而改變。客戶承諾，按中國國際證券的絕對酌情權所決定的法律和監管規定及市場慣例的要求，不時向中國國際證券提供資料並採取額外的步驟和作出額外的聲明、保證和承諾。
- 16.08 就中國國際證券或其代理人作出的大額申請，客戶確認並同意
 - (a) 該大額申請並非保證成功，亦可能會因與客戶或客戶的申請無關的原因而被拒絕，而在沒有欺詐、疏忽和故意違約的情況下，中國國際證券和其代理人無須就該等不成功申請而對客戶或任何其他人士負上責任；及
 - (b) 倘若該大額申請因客戶違反了所作出的聲明和保證或其他因客戶個人的原因而被拒絕，客戶需按第12條向中國國際證券作出賠償。客戶確認及明白，客戶亦會對其他受上述違反或其他原因影響人士的損失負上責任。

17. 聲明與保證

17.01 客戶聲明、保證和承諾：

- (a) 客戶根據本客戶服務協議提供的資料是真實、準確和完整的，及中國國際證券有權依賴該等資料直至中國國際證券收到有關資料更改的書面通知為止。如該等資料有重要變更，客戶必須立即以書面通知中國國際證券；
- (b) 客戶具有權力和法律行為能力簽署本客戶服務協議及履行本客戶服務協議下的責任，本客戶服務協議對客戶構成有效及具有法律約束力的責任；及
- (c) 客戶可合法買賣任何外國證券。

18. 特定情況下適用之附加條款及條件

- 18.01 就聯名戶口、獨資商號戶口、合夥戶口、全權委託戶口及專業投資者戶口，請同時參閱附件2所載之附加條款及細則。

19. 網上交易

- 19.01 就網上交易，請同時參閱附件3所載之附加條款及細則。

20. 風險披露

- 20.01 風險披露聲明載於附表4。

21. 通知與通信

- 21.01 一切致客戶的通知和通訊，只需以普通郵件寄到客戶的註冊辦事處（如適用），或中國國際證券的記錄中不時顯示的客戶營業地址或郵遞地址，或親身送交上述地址（函件註明客戶的姓名/名稱和地址），或（以傳真、電子郵件或電話方式，按照客戶不時為此目的通知中國國際證券的號碼傳達，即被視為有效送達，而且（在郵寄情況下）在郵資付訖的郵件投寄之後的首日（如寄給香港以外的客戶地址，則在郵資付訖的郵件投寄之後第五日），或（在親身送交情況下）當親身送交之時，或（在以傳真或電子郵件傳送的情況下）當中國國際證券的傳真機或電腦作出傳送完畢的記錄之時，或（在使用電話的情況下）當以電話傳達時，須視為已經送達，而上述通知或通訊無須由任何人士代中國國際證券簽署。

22. 修訂

- 22.01 客戶同意，未經中國國際證券同意，本客戶服務協議的條款及細則不得修改或撤銷，但中國國際證券可在任何時候向客戶發送通知，修訂或補充本客戶服務協議的條款及細則，而此等條款及細則取代及撤銷以前的全部指令與協議以及（如與修訂條款不符）關於戶口的任何協議的條款（但不會

影響在撤銷以前發出的或注明撤銷以前的日期的任何指示)，而此後開設的任何戶口將按照本客戶服務協議的條款及細則運作，除非客戶與中國國際證券雙方以書面方式表示作出相反的安排。

23. 轉讓

- 23.01 本客戶服務協議將對各方的繼任人或受讓人有約束力並確保其利益。客戶同意，中國國際證券可不經客戶的事先同意，將其在本客戶服務協議項下的權利和義務轉讓予其一關聯公司。客戶在本客戶服務協議項下的權利和義務，未經中國國際證券的事先書面同意，不得轉讓。

24. 適用法律

- 24.01 本客戶服務協議受香港法律管轄並依其解釋。各方自願受香港法院的非獨有之管轄權規限。客戶不可撤銷地同意，開戶表格中指明的地址（或客戶向中國國際證券指明的任何其他替代地址）應為在香港法庭法律程序中客戶的有效送達地址。

25. 一般事項

- 25.01 本客戶服務協議的每項條款都是各別的和獨立於其他條款。如本客戶服務協議的任何條款與現行或未來的法律或交易所、結算所及其它對本客戶服務協議具有管轄權的機構的規則或規例有衝突時，該條款將自動被視為予以撤銷或因應有關的法律、規則或規例的要求而予以修改。其他本客戶服務協議沒有衝突的條款均繼續及保持完全有效。
- 25.02 本客戶服務協議並不會除去、摒除或限制客戶之權利或中國國際證券在法律或證監會及聯交所的條例或準則。如任何條款被發現違反法律或證監會及聯交所的條例或準則，該條款則被視為從本客戶服務協議摒除，但並不妨礙其他條款的有效性及其約束性。
- 25.03 當中國國際證券未能或遲延行使本客戶服務協議有關的任何權利、權力或特權時，不能被假定為自動放棄該等權利，且若中國國際證券行使任何個別或部分的權利、權力或特權時，不能被假定為排除隨後或將來行使該權利、權力或特權。
- 25.04 客戶充分明白，證券市場急劇變化，證券交易有可能導致巨大損失的固有風險，中國國際證券已向客戶充分說明證券交易涉及的風險，且客戶在任何時候都不會要求中國國際證券就該等交易所引致的損失而負上任何形式的責任。
- 25.05 客戶所應支付的一切款項必須完全付清，而不得作出任何抵銷、反申索或扣稅（除非法律有此規定）或其他扣除。倘若按法律規定須作出任何上述扣除，客戶須同時向中國國際證券額外支付一筆必要的款項，以保證中國國際證券所收淨額等於在沒有上述扣除的情況下本應收到的款額。
- 25.06 中國國際證券不會就客戶因對證券買賣或交易或有關融資的任何方面的不認知而引致任何方面的損失而負上任何方向的責任。
- 25.07 在決定是否進行或終止任何交易或是否就任何交易採取任何其他行動（包括向中國國際證券發出任何指示）時，或在評估任何交易的優點、適宜性、價值或後果時，客戶需依賴其自身的稅務、會計及其它財務顧問。
- 25.08 客戶向中國國際證券保證，客戶將就本客戶服務協議的任何條款及所賦予的任何權利的實行、執行和強制執行而作出和簽訂（並不可撤銷地授權中國國際證券代表客戶作出和簽訂）任何行為、契約、文件或由中國國際證券要求作出的事情，包括但不限於由客戶簽訂一份不可撤銷的授權書以委派中國國際證券擔任其合法代表以作出和簽訂該等行為、契約、文件或中國國際證券認為就該等實行、執行和強制執行而必須或恰當地代表客戶作出的事情，而客戶同意追認或確認中國國際證券的全部上述行為、契約、文件或事情。
- 25.09 客戶授權中國國際證券進行或安排他人進行對客戶的信用調查、核查與查詢，並為此詢問客戶的銀行（包括為了核實客戶的財務狀況與投資目標以及開戶表格中提供的任何資料），並把關於客戶的身份資料或其它資料以及關於

客戶的戶口與交易以及任何上述交易最終受益人士的任何資料傳給中國國際證券的任何分行（如有）、與中國國際證券有關的任何人士以及任何交易所、市場、結算所或監管當局（包括監管機構）以協助該等交易所、市場、結算所或監管當局進行他們正在進行的任何調查或查詢。除了上述授權外，中國國際證券將對有關戶口的一切事項保密。

- 25.10 時間對於本客戶服務協議是非常重要的因素。

- 25.11 客戶請就本客戶服務協議諮詢獨立法律意見，一旦客戶在開戶表格簽署且中國國際證券接受相關開戶，本客戶服務協議便對雙方有約束力。

- 25.12 倘若本客戶服務協議之中文版本與英文版本的釋義或含義有任何差異時，以英文版本為準。

附件1：個人資料收集聲明

1. 披露義務

(a) 客戶需不時向中國國際證券就開設或維持交易戶口、開設或維持股票抵押貸款戶口或者與證券經紀、股票託管和其他投資服務提供有關的資料。同時，有一部份資料是中國國際證券或任何關聯公司根據有關法律、規定、守則和規範的要求而收集的。

(b) 如客戶未能提供該等資料，則中國國際證券將無法代客戶開設或維持戶口，或開設或維持股份抵押貸款服務，或提供證券經紀、股票託管和其他投資服務。

(c) 因有需要維持正常業務運作而因此向客戶收集相關資料。

2. 個人資料之使用

- 2.01 中國國際證券持有的有關客戶或（如適用）客戶的代理人或客戶的擔保人的個人資料，可用於有關協議的規定維持和運作戶口、遞發研究報告、對交易對手實施強制執行、評估風險、履行有關瞭解客戶身分及為評估客戶的投資合適性而進行盡職審查的監管規定以作出任何其他直接有關的用途。該等資料將予以保密，但中國國際證券仍可把該等資料提供給：(a) 向中國國際證券提供與業務活動有關的管理、電訊、電腦、股票交收、印刷或其他服務的任何代理人；(b) 中國國際證券的任何關聯公司；(c) 任何有責任需要遵守中國國際證券（包括關聯公司）保密原則的第三者；(d) 客戶與之有業務往來或將有業務往來的金融機構；(e) 任何中國國際證券的實際或可能受讓人，或者與客戶相關的中國國際證券權益的參與人或次參與人或承讓人；(f) 中國國際證券或中國國際證券的關聯公司因應法律要求而必須向其作出披露的有關人士；(g) 任何經客戶直接或間接同意的人士；(h) 中國國際證券因應本身利益需要而必須對其作出披露的任何人士；及(i) 因公眾利益而需要對其作出報披露的任何人士。

3. 目的

- 3.01 有關客戶資料，中國國際證券會用於：(a) 為客戶提供日常運作服務和股份抵押貸款服務；(b) 進行信貸查詢；(c) 協助其他財務機構進行信貸檢查；(d) 確保客戶的持續信用度有可靠的信貸償還能力；(e) 設計符合客戶需要的金融服務或相關產品；(f) 推廣該等金融服務或相關產品；(g) 確定客戶未付或應收款項；(h) 收回為客戶所虧欠的款項或為客戶墊付的股票；(i) 根據有關法律、規定、守則和規範的要求，中國國際證券或中國國際證券的關聯公司需要作出披露的資料；及(j) 其他要求。
- 3.02 在履行本身的業務的責任中，中國國際證券可能在法律允許的範圍內，把客戶所提供的或中國國際證券其後為此目的或其他目的所獲得的客戶私人資料與香港或海外的政府機構、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、轉換和交流，以便確認該等資料的可靠性。

4. 使用資料作直接促銷

中國國際證券可使用及/或轉移客戶的資料給中國國際證券的任何關聯公司作直接促銷，而中國國際證券須為此目的取得客戶同意（包括客戶表示不反對）。因此，請注意：(a) 客戶的姓名、聯絡詳情、投資組合資料、交易模式及財務背景可被用於直接促銷中國國際證券的投資及相關財務產品及服務；及(b) 若客戶不願意中國國際證券使用及/或轉送個人資料作直接促銷，客戶可選擇不行駛此權利，而沒有任何收費。

5. 查閱及修正的權利

在符合個人資料（私隱）條例的情況下，任何人士：(a) 有權查詢中國國際證券是否持有其資料並有權取得該等資料；(b) 有權要求中國國際證券更改其任何不正確資料；(c) 有權查明中國國際證券擁有該等資料的政策和應用範圍，並可瞭解中國國際證券所持有客戶私人資料的種類。

6. 要求查閱或修正之通知的聯繫人

任何人士如欲查詢資料或更正資料或表示不同意收取直接促銷的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，請向以下人士提出：香港北角渣華道191號嘉華國際中心8樓806室中國國際證券有限公司一資料保護專員。電郵：cs@ci-sec.com

附件2：個人資料收集聲明

特定情況下適用之附加條款及條件

1. 獨資商號戶口適用的附加條款及條件

倘若客戶是東主並以商號名稱開立戶口，客戶進一步同意和確認下列各項：

- 1.01 關於商號引致或以商號名義引致的任何義務、債務或責任，不論這些義務、債務或責任是否依據本客戶服務協議產生或與本客戶服務協議有關，本客戶服務協議的任何條款都不得被解釋為減少或限定客戶對中國國際證券應負的有關責任，而且雙方明文議定，本客戶服務協議中提到客戶的義務、債務或責任，須包括商號可能不時負有的對中國國際證券的任何義務、債務或責任。
- 1.02 客戶向中國國際證券發出的任何通知或書面指示一概有效，不論是否蓋上商號的印章。
- 1.03 凡是本客戶服務協議中提到客戶在中國國際證券、任何關聯公司或其他機構保有的戶口（並非戶口），概指由東主或商號持有或以東主或商號名義持有的任何戶口；凡是本客戶服務協議中提到客戶的證券、現金與財產，均包括為了或代表東主或商號不時持有的任何證券、現金或財產。
- 1.04 當中國國際證券把股票或證券遞交到在中國國際證券記錄上的東主、商號或商號合法代表的任何商業、住宅或郵遞地址，或把股票或證券遞交到東主或其代表或其地址，即表示中國國際證券已完成遞交該股票或證券的責任。
- 1.05 就本客戶服務協議，但凡是發給客戶的通知或通訊，只要按照本客戶服務協議第21條郵寄、遞交、發送或傳遞給東主或商號，即屬有效送達，而不論該通知或通訊有沒有送達東主和商號；若按本客戶服務協議任何通知或要求是無需向客戶遞交或提出的話，則毋須向東主和商號發送或提出上述通知或要求。
- 1.06 若客戶依據本客戶服務協議第25.08條委任中國國際證券擔任授權代表或代理人，中國國際證券將根據該條款代表商號或東主或兩者處理任何或全部相關事宜。

2. 聯名戶口適用的附加條款及條件

倘若客戶由多於一人組成聯名戶口，客戶進一步同意和確認下列各項：

- 2.01 凡是本客戶服務協議中提到客戶在中國國際證券、任何關聯公司或其他機構保有的戶口（並非戶口），均包括任何聯名戶口持有人持有或以任何聯名戶口持有人名義持有的任何戶口，不論這個戶口由其中一位聯名戶口持有人單獨持有，或與其他聯名戶口持有人共同持有；凡是本客戶服務協議中提到的客戶的證券、現金與財產，均包括為了或代表任何聯名戶口持有人不時持有的任何證券、現金或財產，而本客戶服務協議中提到的客戶的負債，指諸聯名戶口持有人的共同連帶負債。
- 2.02 客戶在本客戶服務協議第13.02條中對中國國際證券的授權，並不包括授權中國國際證券把在全體聯名戶口持有人聯名開設並當時保有貸方結餘的任何戶口與在任何聯名戶口持有人（並非全體聯名戶口持有人）名下開設並當時保有借方差額的任何其他戶口合併或歸併起來。
- 2.03 當中國國際證券把股票或證券遞交到在中國國際證券記錄上的任何一位聯名戶口持有人的任何住宅或郵遞地址，或把股票或證券遞交到聯名戶口持有人或其地址，即表示中國國際證券已完成遞交該股票或證券的責任。
- 2.04 就本客戶服務協議，但凡是發給客戶的通知或通訊，只要按照本客戶服務協議第21條郵寄、遞交、發送或傳遞給任何聯名戶口持有人，即屬有效送達，而不論該通知或通訊有沒有送達全體聯名戶口持有人；若按本客戶服務協議任何通知或要求是無需向客戶遞交或提出的話，則毋須向任何聯名戶口持有人發送或提出上述通知或要求。

- 2.05 若客戶依據本客戶服務協議第25.08條委任中國國際證券擔任授權代表或代理人，中國國際證券將根據該條款代表客戶或任何一位聯名戶口持有人或多於一位聯名戶口持有人處理任何或全部相關事宜。
- 2.06 本客戶服務協議對所有聯名戶口持有人及其各自的遺囑執行人、遺產管理人、繼承人和承讓人均賦予實益並具有約束力。在不減損或影響中國國際證券根據本客戶服務協議對任何其他聯名戶口持有人所能行使的任何權利的情況下，中國國際證券可以對任何聯名戶口持有人給予時間寬限或其他寬容。倘若任何或全體聯名戶口持有人逝世或喪失行為能力，隨後所作的交易的責任只有在中國國際證券收到該/該等聯名戶口持有人逝世或喪失行為能力的通知後方會終止，而中國國際證券在本客戶服務協議中所享有的各項權利不會因上述逝世或喪失行為能力而受到影響。
- 2.07 聯名戶口持有人之間在本客戶服務協議中所負的責任和義務是分別及共同的。每一聯名戶口持有人在關於任何其他聯名戶口持有人的破產或無力償債案件中，放棄與中國國際證券競爭證明債權的權利，而且未經中國國際證券事先的書面同意，任何聯名戶口持有人不得從另外一位或幾位聯名戶口持有人取得任何種類的抵押。

3. 合夥戶口適用的附加條款及條件

倘若客戶由多於一位合夥人組成，客戶進一步同意和確認下列各項：

- 3.01 商號的合夥人須分別及共同地對戶口負責，並就商號對中國國際證券所負的一切義務、債務與責任負責，而不論這些義務、債務與責任是否依據本客戶服務協議產生或是否與本客戶服務協議有關。
- 3.02 客戶根據本客戶服務協議向中國國際證券發出的任何通知或書面指示一概有效，不論是否蓋上商號的印章。
- 3.03 凡是本客戶服務協議中提到客戶在中國國際證券、任何關聯公司或其他機構保有的戶口（並非戶口），概指由任何合夥人持有或以任何合夥人名義持有的任何戶口；凡是本客戶服務協議中提到客戶的證券、現金與財產，均包括為了或代表任何一位或多位合夥人或商號不時持有的任何證券、現金或財產。
- 3.04 客戶在本客戶服務協議第13.02條中對中國國際證券的授權，並不包括授權中國國際證券把在商號名下開設並當時保有貸方結餘的任何戶口與在任何人數的合夥人（並非全體合夥人）名下開設並當時保有借方差額的任何其他戶口合併或歸併起來。
- 3.05 當中國國際證券把股票或證券遞交到在中國國際證券記錄上的任何合夥人的任何商業、住宅或郵遞地址，或把股票或證券遞交到任何合夥人或其地址，即表示中國國際證券已完成遞交該股票或證券的責任。
- 3.06 就本客戶服務協議，但凡是發給客戶的通知或通訊，只要按照本客戶服務協議第21條郵寄、遞交、發送或傳遞給任何合夥人或商號，即屬有效送達，而不論該通知或通訊有沒有送達全體合夥人；若按本客戶服務協議任何通知或要求是無需向客戶遞交或提出的話，則毋須向任何合夥人發送或提出上述通知或要求。
- 3.07 若客戶依據本客戶服務協議第25.08條委任中國國際證券擔任授權代表或代理人，中國國際證券將根據該條款代表商號或任何一位合夥人或多於一位合夥人處理任何或全部相關事宜。
- 3.08 本客戶服務協議對所有合夥人及其各自的遺囑執行人、遺產管理人、繼承人和承讓人均賦予實益並具有約束力。在不減損或影響中國國際證券根據本客戶服務協議對任何其他合夥人所能行使的任何權利的情況下，中國國際證券可以對任何合夥人給予時間寬限或其他寬容。無論商號由於任何

原因解散，均不應影響諸合夥人的分別及共同的責任，直至中國國際證券已經從任何合夥人收到關於解散的書面通知，但任何通知都不得影響諸合夥人對於他們在中國國際證券收到上述通知之前已經與中國國際證券作出的任何交易應負起的分別及共同的責任。倘若一位合夥人逝世，隨後所作的交易的責任只有在中國國際證券收到該合夥人逝世的通知後方會終止。儘管作出上述規定，任何合夥人由於逝世或其他原因而退出商號時，倘若中國國際證券並未收到任何合夥人或任何合夥人的合法個人代表或信託人的書面通知，中國國際證券有權把當時仍然生存或留任的合夥人或當時的其他合夥人當作擁有全權繼續經營商號業務並自由處理商號資產，猶如商號未曾發生變化一樣。

- 3.09 合夥人之間在本客戶服務協議中所負的責任和義務是分別及共同的。每一合夥人在關於任何其他合夥人的破產或無力償債案件中，放棄與中國國際證券競爭證明債權的權利，而且未經中國國際證券事先的書面同意，任何合夥人不得從另外一位或幾位合夥人取得任何種類的抵押。

4. 全權委託戶口適用的附加條款及條件

倘若客戶(或經由任何授權人士給予通知)請求及授權中國國際證券以全權委託方式開設及/或繼續維持及/或管理戶口(所有和每個戶口稱為「全權委託戶口」)，則中國國際證券的賬簿中須指明每一全權委託戶口為全權委託戶口；客戶進一步同意及確認下列各項：

- 4.01 客戶在此委託中國國際證券作為客戶的代理人和受權代表，辦理與全權委託戶口有關的投資資產的投資及再投資(作為一個分開和獨特的投資組合)。中國國際證券須以全權委託管理的方式，充分和全面管理與投資資產有關的全權委託戶口。
- 4.02 「投資資產」包括下列各項：(1) 客戶最初委託給中國國際證券的全權委託戶口中的全部現金與投資；和(2) 投資資產的全部投資、再投資和出售所得收入，包括但不限於投資的全部股息與利息，及其所有增值及增加，扣減其折舊以及從投資資產中提取出來的資產。
- 4.03 中國國際證券將按照客戶在全權委託服務補充協議中列出且被中國國際證券接受的目標與指引(「投資指引」)及任何其他由客戶指定的投資目標與指引，處理投資資產的投資事宜。客戶有權決定，不時向中國國際證券發送通知，修改投資指引。當中國國際證券收到由客戶或獲授權人士簽署的關於上述修改的通知書時，客戶依據本4.03條作出的任何修改即告生效。為了免生疑問，倘若單純由於任何市場上的市場力量或波動的影響，或由於超出中國國際證券合理控制範圍的其他事件的影響，造成投資資產的價格或價值發生變化，不得據此認為已經違背投資指引。
- 4.04 鑒於中國國際證券為客戶的全權委託戶口的證券買賣提供全權委託方式的管理服務，客戶同意向中國國際證券支付中國國際證券可能不時要求並且通知客戶的管理費，包括表現費。現時中國國際證券並不會收取該管理費用，然而相關交易所引中的交易費用依然會被收取，而現時不收取管理費用並不會限制中國國際證券於將來任何適當的時候決定收取管理費用的權利。
- 4.05 中國國際證券可以擔任並繼續擔任其他客戶的投資經理，而本客戶服務協議的任何條款都不得在任何方面被視為限制中國國際證券為任何人士履行投資管理服務或其他服務的權利，而且為任何其他人士履行該等服務不得被視為違背或導致對客戶的任何責任或義務。
- 4.06 本客戶服務協議的任何條款都不限定或限制中國國際證券或其任何聯屬公司為自己進行任何證券買賣或交易。客戶明白，中國國際證券、它的聯屬公司和它的其他客戶可在任何時候持有、取得、增持、減少或以其他方式處理投資持倉，而中國國際證券同時可以為客戶的全權委託戶口取得或處理上述投資持倉。

5. 專業投資者適用的附加條款及條件

倘若客戶合乎《證券及期貨條例》(第571章)附表1第1部專業投資者定義的第(j)段及《證券及期貨(專業投資者)

- 5.01 規則》(第571D章)第3條被視為專業投資者，並同意被視為專業投資者，客戶進一步同意和確認下列各項：

客戶保證向中國國際證券提供在專業投資者評核表中關於資產充足率評估及投資經驗的相關資訊，並知悉中國國際證券可依賴該等已提供的資訊。

- 5.02 客戶明白中國國際證券並不需要符合監管機構訂定的某些規定，且客戶有可能就沒有符合該等規定而面對相關風險。
- 5.03 假如中國國際證券向客戶招攬銷售或建議任何金融產品，該金融產品必須是中國國際證券經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本客戶服務協議的其他條文或任何其他中國國際證券可能要求客戶簽署的文件及中國國際證券可能要求客戶作出的聲明概不會減損本條款的效力。
- 5.04 客戶可隨時在給予中國國際證券不少於5個工作天的書面通知以要求撤回被視為專業投資者。有關任何客戶撤回專業投資者的要求生效前，該撤回不會侵害及影響中國國際證券向客戶提供的服務。
- 5.05 客戶已獲告知就相關權利及風險參閱專業投資者評核表。

附件3：網上交易補充協議

本網上交易補充協議是補充由中國國際證券與客戶訂定的本客戶服務協議，藉此中國國際證券同意向客戶提供電子服務，使客戶能夠在相關時間透過電腦或電話傳輸或其他適當的方式，在相容的個人、家用或小型商業電腦，包括能夠連接電訊網路並帶有調制解調器、終端機或網路電腦等設備的互聯網儀器，發出電子指示並獲取報價和其他資訊（「電子服務」）。如本客戶服務協議與本網上交易補充協議之條款有任何衝突，以後者之條款為準。

1. 釋義

- 1.01 本客戶服務協議中定義的詞語和用語及包含的釋義規則適用於本網上交易補充協議中，而以下用語具有以下含義，除非上下文另有要求：

「接駁代號」

一指登入號碼和密碼；

「登入號碼」

一指識別客戶身份的名稱，須配合密碼一起使用以連接有關電子服務；

「密碼」

一指客戶的登入密碼，須配合登入號碼一起使用以連接有關電子服務。

- 1.02 本客戶服務協議中提及的「指示」將被視為包括通過電子服務發出的電子指示。

2. 電子服務的使用

- 2.01 當中國國際證券向客戶發出登入號碼和密碼時，電子服務將被啟動且中國國際證券會向客戶發出相應通知。

- 2.02 中國國際證券有權要求客戶按中國國際證券不時的通知，在執行其任何指示前存入現金和/或證券。

- 2.03 客戶同意：

(a) 將只按照本網上交易補充協議、本客戶服務協議及中國國際證券不時提供給客戶的用戶指南(或其他意思接近的名稱)所規定的各種指示和程序使用電子服務；(b) 客戶本人是電子服務的唯一獲授權用戶；(c) 客戶應對其登入號碼和密碼的保密及使用自行承擔責任；(d) 客戶應對利用登入號碼和密碼而透過電子服務所輸入的所有指示完全負責，中國國際證券收到的任何該等指示將被視為由客戶於中國國際證券收到的時間及以收到的形式發出；(e) 如果發現登入號碼或密碼有任何遺失、被竊或未經授權使用，應立即通知中國國際證券；(f) 如果錯誤的登入號碼和密碼被輸入超過三次，中國國際證券有權暫停提供其電子服務；及(g) 向中國國際證券提供客戶的電子郵件地址，並在電子郵件地址更改時立即通知中國國際證券，以接受中國國際證券的電子通訊。

- 2.04 客戶知悉及同意，中國國際證券獲得授權按照每項指示行事，並假定該項指示是真實的並由客戶或獲得授權代表客戶發出指示的人士發出的，單憑上述的假定，所有透過電子服務發出的指示，均會被認為真實或由開戶表格中所訂明的人士/人等所發出或由客戶授權的人士所發出而毋須另行查核該指示的真偽。客戶進一步知悉和同意，作為使用電子服務發出的指示的一項條件，倘若發生下列任何情況，客戶需立即通知中國國際證券：(a) 客戶已經透過電子服務發出指示，但並未接到關於收到指示或執行指示的明確通知（不論以文件、電子或口頭方式）；或(b) 客戶收到一項客戶並沒有發出指示的交易通知（不論以文件、電子或口頭方式）；或(c) 客戶獲悉在沒有其授權下其登入號碼或密碼被使用。客戶同意，倘若任何上述情況發生時，客戶未能立即通知中國國際證券，則對於任何指示的處理、處理不當或損失所引起的任何索賠，中國國際證券及其董事、職員、僱員或代理人一概毋須對客戶或對可能透過客戶提出申索的任何其他人士負責。

- 2.05 在不限制上述概括性的原則下，客戶知悉並同意，一旦通過電子服務發出指示，未必能夠予以修改或取消，及指示只有在尚未被中國國際證券執行時方有可能進行修改或取消。在這種情況下，中國國際證券將在合理的範圍內試圖修改或取消指示，然而，儘管中國國際證券已以到有關修改或取消指示的通知，也並不能保證該修改或取消一定能發生。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。

- 2.06 客戶授權中國國際證券可將提供給客戶的電子服務資訊提供給香港聯合交易所資訊服務有限公司（「資訊服務公司」），從而使中國國際證券能夠遵守資訊服務公司與中國國際證券簽訂的有關市場資料傳送專線許可證協議。

- 2.07 客戶同意只在按本網上交易補充協議的條款下使用電子服務，如將來電子服務中有任何附加的服務客戶也同意只在按本網上交易補充協議的條款下使用。客戶同意，客戶是依據本網上交易補充協議獲得授權使用電子服務的唯一用戶。客戶須對接駁代號的保密和使用自行負責。

3. 市場數據

- 3.01 客戶了解，每一參與證券市場運作的證券交易所或其附屬伙伴，就其提供並向任何人士散播的市場數據擁有所有人權益。客戶亦了解，任何人士都不能保證市場數據或任何其他市場資訊的及時性、連貫性、準確性或完整性。中國國際證券或任何發出數據的一方均不會就上述數據的發放負上任何方面的責任，而客戶亦同意不會就該等數據、資訊或訊息的任何失準、錯誤、耽誤或遺漏，或中國國際證券或任何發出數據的一方的行為（不論疏忽與否）而導致該等數據、資訊或訊息未能提供或中斷，或任何不可抗力事件，或任何中國國際證券或任何發出數據的一方合理控制範圍以外的原因，而所引致的損失或損害，向中國國際證券或任何發出數據的一方追討。

4. 知識產權

- 4.01 客戶知悉電子服務及其所包含的任何軟件乃是中國國際證券的財產。客戶保證並承諾，客戶將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動電子服務中的任何一部份或該等包含在內的軟件，亦不會試圖在未經授權下連接或挪用電子服務中的任何一部份或該等包含在內的軟件。客戶同意，若客戶在任何時候違反了此保證和承諾，或若中國國際證券在任何時候有合理理由懷疑客戶已違反了此保證和承諾，中國國際證券將有權終止本網上交易補充協議。

5. 電子服務的終止

- 5.01 中國國際證券保留權利並有絕對酌情權，在沒有通知或任何原因下，終止客戶連接電子服務。

6. 風險披露

- 6.01 就風險披露聲明請參閱附件4。

7. 一般條款

- 7.01 中國國際證券可不時修改本網上交易補充協議的條款，並會以書面方式或透過電子服務向客戶發出合理通知。

- 7.02 客戶同意，中國國際證券及其董事、職員、僱員及代理人並不會就任何直接或間接導致他們遲延履行或未能履行他們的任何責任的原因而負上責任，該等原因包括但不限於：政府限制，交易所或市場的裁決或暫停中斷、電子或機械設備或通訊線路發生故障、電話或其他接駁問題、未獲授權的連接、偷竊、戰爭（不論有無宣戰）、惡劣天氣、地震及罷工等。

附件4：風險披露聲明

1. 證券交易的風險

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，且有可能會招致損失。

每一證券均有其自身的風險，包括但不限於市場風險、法律風險、利率風險及匯率風險。在作任何投資決定前，請先作全面研究或尋求專業意見。

2. 買賣創業板股份的風險

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

你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場帶有較高風險性質及其特點代表這個市場可能比較適合專業及熟練的投資者。

現時有關創業板股份的資料非常有限，並可能只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定報章上刊登付費公告。

假如你對本風險披露聲明的任何內容或創業板市場的性質及在買賣創業板股份所涉的風險有不明白之處，在決定相關投資之前應先尋求獨立的專業意見。

3. 在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

4. 在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險

按照納斯達克—美國證券交易所試驗計畫（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

5. 買賣非以港元定價的證券

如你就非以港元定價的證券進行買賣，該等買賣會涉及匯率風險，你有可能於該等投資中不能賺取利潤甚至招致損失，即使該證券價格上升，你的投資有可能因為港元與該證券定價貨幣的匯率的波動而導致把該投資轉換回港元時會比最初投入的金額為低。

6. 於網上交易補充協議下使用電子服務的風險

(a) 如你透過電子服務進行交易，你需面對該電子服務系統帶來的風險，包括有關系統硬體和軟體可能失靈的風險，當系統失靈時可能會導致你的買賣盤並非根據你的指示執行，甚或完全不獲執行；

(b) 由於未可預計的網絡交通擠塞及其他原因，電子服務可能並不穩定，通過電子服務進行的交易在傳送和接收指示或其他資訊過程中可能會被耽誤、延遲執行你的指示或有關指示以有別於你發出指示時的市價執行、指示在傳輸時被中斷或停頓等風險。當中

亦有通訊被誤解或發生錯誤的風險，在通訊過程中也存在誤解或錯誤的風險，並在發出了指示後，該指示通常未能被取消。因此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，中國國際證券概不承擔責任。如果你認為你不過接受此類中斷或耽誤等風險，你不應透過電子服務來作出任何指示；及

(c) 通過電子服務向你提供的市場數據及其他資訊可能是中國國際證券從第三者獲得的。雖然中國國際證券相信這些數據和資料是可靠的，但中國國際證券或該等第三者都不會就這些數據和資料的準確性、完整性和即時性作出保證。

7. 授權暫存郵件或將郵件轉交第三方的風險

假如你向持牌人或註冊人授權，允許他暫存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你戶口的成交單據及結單，並加以詳細閱讀，以確保及時偵察到任何異常或錯誤。

8. 買賣衍生工具產品的風險

買賣追蹤證券、債券、貨幣市場工具、利率、參考指數或其他指標的變動或水平變化的衍生工具產品（包括但不限於股票掛工具、信貸掛票據、衍生權證及可換股債券）將涉及風險。市況的轉變可為這些產品的價值帶來極大的變化。因此，你在面對衍生工具產品買賣帶來的價格或市場風險，可能明顯地高於其掛鈎的相關資產或你熟悉的其他非衍生金融工具所涉及的有關風險。

衍生工具產品可能極為複雜，且有些衍生工具產品可能因為其槓桿效果而可能帶來極大的虧損風險，因此此類產品可能並不適合你。你應當只在小心評估相關資產、工具或其他有關指標的價格或水平的潛在將來變化的方向、時間及大幅度的其他有關因素之後，才考慮投資相關衍生工具產品，因投資相關衍生工具產品的回報會受該等變化所影響。然而，買賣衍生工具產品所涉及的風險並非及不應被假設是可預期的。

投資某種類衍生工具產品的可能結果是你須要以某預定的價格購入或交付某些相關資產或工具。在這種情況下，無論相關資產或工具的市場價格或水平偏離預定的價格或水平多麼遠，你均須履行有關的責任，且你將須承受的虧損可能會很大。

某種類衍生工具產品有可能因相關資產或工具的市場價格或水平達到某水平而被強行收回而因此你於該衍生工具產品的投資可能會變得毫無價值。

某種類衍生工具產品有可能設有到期日，越接近到期日時該衍生工具產品的價值越大可能變為零，並於到期後變成毫無價值。

9. 買賣股票掛鈎票據的風險

股票掛鈎票據的回報，可能會取決於某隻股票、一籃子股票或某隻股票指數的表現。如相關股票的價格的走勢和你的看法相反，你可能會因此而招至損失。在最壞的情況下，你可能損失掉全部所投入該股票掛鈎票據的本金。投資股票掛鈎票據的最大回報，通常只限於股票掛鈎票據中預訂的現金數額，因此即使你對相關股票的走勢看法正確，所得的回報亦不會超過訂明的數額。股票掛鈎票據的回報，取決於相關股票在估值日某個特定時間的表現，並不受相關股市在該特定時間之前或之後的股價波動所影響。與傳統定期存款不同，投資在股票掛鈎票據並不保證你會有回報或收益。此外，票據發行商可能不履行責任把購買本金退還你或向你出售相關股票。你購買股票掛鈎票據以追求較高回報，必須有準備要承擔較高的風險。因此，你在執行任何交易前，請先諮詢你本身的法律、稅務、財政及其它有關專業顧問意見。你必須考慮自身經驗、環境、目標及資源，以決定交易是否適合你或（如適用）你的營運、業務或機構，你須清楚了解所有責任概由你個人承擔。

10. 買賣債券的風險

債券之價格可能會及確實會比預期波動，而債券之價格可升亦可跌，甚至變成毫無價值。債券買賣具有其固有風險（包括但不限於違約風險、利率風險、匯率風險及流通風險），故未必一定能夠賺取利潤，反而可能會招致損失。在決定買賣債券前，你應先瞭解交易的風險及性質，並考慮個人能承受的風險、期望回報、整體要求及其它情況。

11. 與授權第三方有關的風險

允許授權第三方買賣和操作戶口存在重大風險，有可能導致指示會由未經正式授權的第三方發出。你知悉並接受所有此類操作的風險，並不可撤銷地免除中國國際證券因該等指示（不論中國國際證券有否執行）導致或與之有關的所有責任。

CLIENT'S SIGNATURE 客戶簽署

First Applicant 第一申請人 / Second Applicant 第二申請人

Name of Account Holder 帳戶持有人

Name of Joint Account Holder 聯名帳戶持有人

Year 年 Month 月 Day 日

Year 年 Month 月 Day 日

Account Holder Client Signature 客戶簽署

Joint Account Holder Client Signature 聯名客戶簽署

