

HK Monkey Securities Limited ("HK Monkey") carries on the business of dealing in securities and asset management and is licensed to carry on Type 1, Type 4 & Type 9 regulated activity (dealing in securities, Advising on securities & asset management) under the Securities and Futures Ordinance (CE No. BJV607).

金猴證券有限公司("金猴證券")經營證券交易和提供資產管理的業務，並根據證券及期貨條例獲發牌經營第一類(證券交易)，第四類(就證券提供意見)及第九類(資產管理)業務(中央編號:BJV607)。

ACCOUNT OPENING INFORMATION

開戶資料

Type of Account
帳戶類型

- Cash Client 現金客戶
 Margin Client 保證金客戶
 Investment Advisory Client 投資客戶
 E-Trading 電子交易 E-Statement 電子帳單

(Individual/Sole Proprietor/Partnership/Corporate Account)


(個人或獨資經營者或合資經營者或公司戶口)

Basic Profile 基本資料

(Please delete inappropriate 請刪除不適用者)

English Name : 客戶名稱(英文)		Chinese Name : 客戶名稱(中文)
Residential/ Company Registered Address: 住址/公司註冊地址		
Correspondence Address (if different from above): 通訊地址(如與住址/公司註冊地址不同)		
Contact Tel/Fax: 聯絡電話/傳真	Tel 電話 Fax 傳真	Email : 電郵

Specimen of Authorized Signature(s) And Business Chop 獲授權人士簽名及印鑑樣式

Name: 姓名	Signing Authority* 簽署許可權*	Signature: 簽名樣式: 
ID Card/Passport No.: 身份証或護照號碼		
Place of Issue: 簽發地點		
Name: 姓名	Signing Authority* 簽署許可權*	Signature: 簽名樣式:
ID Card/Passport No.: 身份証或護照號碼		
Place of Issue: 簽發地點		
Specimen of business chop, if any: 業務經營者印鑑式樣		
Signing Conditions: 簽署有效條件		
*SIGNING AUTHORITY 簽署許可權 Please indicate signing authority where applicable. (e.g. There is more than one Account holder or more than one authorised signatory.) 請指示適用之簽署許可權(如多於一個帳戶持有人或多於一個授權簽署者) S = authority to sign singly 任何一方簽署 A = authority to sign jointly with another Group 'A' or Group 'B' authorised signatory 組別 A 或組別 B 之授權簽署者共同簽署 B = authority to sign jointly with another Group 'A' authorised signatory 必須與組別 A 之授權簽署者共同簽署		

Bank Account Information 銀行戶口資料

Bank Account Name 戶口持有人:	Name of Bank 銀行名稱:	Bank Account No. 戶口賬號:
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For Internal Use Only 只供內部填寫

Name of A.E.: 經紀名稱	A.E. Code: 經紀編號	Account No.: 戶口號碼
Commission Rate: 佣金	Min Brokerage: 最低佣金	Account Name: 戶口名稱
Credit Limit: 信貸限額	Trading Limit: 交易限額	Date Opened: 開戶日期
Rebate Rate: 經紀回佣	Min Rebate: 最低經紀回佣	Overdue Interest Rate: 逾期欠款利率
Approved by: 批核	Documentation Checked by: 核對文件	<input type="checkbox"/> Risk Assessment

(祇適用於個人客戶)

(For Individual Client Only)

身份證/護照號碼：

ID Card / Passport No.: _____

發出地點：

Place of Issue: _____

國籍：

Nationality: _____

其他國籍：

Other Nationality: _____

出生日期：

Date of Birth: _____

職業：

Occupation: _____

僱主名稱：

Employer: _____

職位：

Job Title: _____

服務年期：

Year of Service: _____

年薪：

Annual Income: _____

住宅電話：

Residential Tel No.: _____

手提電話：

Mobile Tel No.: _____

公司電話：

Office Tel No.: _____

住址：

Address: _____

電郵：

Email: _____

商業/公司地址：

Business / Office Address: _____

郵寄通訊 (包括戶口結算單) 寄往：

All postal communication including Statements of Account to be sent to: _____

聲明：

Declaration:

1. 請聲明你與本公司之董事或職員是否有親屬關係

Please confirm whether you have any relationship with the directors or employees of the Company.

有 Yes 沒有 No

如有關係，則詳列該董事或職員之資料

If there is such a relationship please state the information of the director or employee.

姓名：

Name: _____

關係：

Relationship: _____

2. 請聲明你與本公司之其他現金客戶及或保證金客戶是否有下列關係:- (a) 任何現金客戶及或保證金客戶為你的配偶; (b) 任何你單獨或與配偶共同控制 35% 以上的表決權的現金客戶及或保證金客戶

Please confirm whether you have any of the following relationship with other cash clients and or margin clients of the Company:- (a) any cash client and or margin clients who is your spouse; or (b) any cash client and or margin clients in which either you alone or with your spouse are in control of 35% or more of its voting right.

有 Yes 沒有 No

如有關係，則詳列該有關現金客戶及或保證金客戶之資料

If there is such a relationship, please state the information of the relevant cash client(s) and or margin client(s).

客戶名稱：

Client Name: _____

戶口號碼：

Account No.: _____

關係：

Relationship: _____

3. 請聲明你或此戶口最終權益擁有人(“有關人仕”)是否香港聯合交易所參與者或香港期貨交易所參與者之僱員或董事

Please confirm whether you or the ultimate beneficial owner(s) of the Account (“Relevant Person”) is/are a director or an employee of any exchange participant of The Stock Exchange of Hong Kong Limited or The Hong Kong Futures Exchange Limited.

是 Yes 關係 Relationship: _____ 不是 No

如是僱員或董事，則詳列如下：

If yes, please state the following:

除客戶本人，有關人仕之姓名：

Name of Relevant Person (other than Client) _____

參與者之名稱：

Name of Participant: _____

4. 請聲明你或任何有關人仕是否美國居民

Please confirm whether you or any Relevant Person(s) is/are resident(s) of the United States of America.

是 Yes 不是 No

如是，請提供任何有關人仕之姓名：_____

If yes, please provide the name of the Relevant Person(s): _____

5. 聲明(i) 你；和/或(ii) 你的配偶、伴侶、子女和/或父母；和/或(iii) 你的子女的配偶或伴侶；和/或(iv) 與你關係密切的人士是否現在擔任或曾擔任 任何城市、地區或國家的重要公職（例如國家元首、政府首長、資深從政者/重要政黨幹事、高級政府官員、高級司法官員、高級軍官、國際組織/機構的高級管理人員、任何國有企業高級管理人員或宗教領袖）

Please confirm whether (i) you; and/or (ii) your spouse, partner, child(ren) and/or parent(s); and/or (iii) spouse(s) or partner(s) of your child(ren); and/or (iv) your close associate(s) currently or previously entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians / important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of an international organisation, senior executives of any state-owned enterprises or religious leaders) for any city, region or country.

是 Yes 不是 No

如是，請提供相關的詳情資訊：_____

If yes, Please provide the relevant information: _____

(祇適用於公司客戶)

(For Corporate Client Only)

只供公司戶口填寫
Corporate Account
Only

商業登記號碼：

B. R. No.: _____

公司註冊書號碼：

Certificate of Incorporation No.: _____

開業年期：

Year(s) of Trading: _____

業務性質：

Nature of Business: _____

註冊國家

Country of Incorporation: _____

註冊地址：

Registered Address: _____

香港營業地址：(如與上述地址不同)

Principal Place of business in Hong Kong (if different from above) _____

公司電話：

Office Telephone Number: _____

傳真號碼：

Fax Number: _____

請提供合夥人/董事/股東/東主/執事成員之姓名

Give names and particulars of partners/directors/shareholders/proprietor/executive members.

姓名 Name	職位 Position	香港身份證/護照號碼 HKID/Passport No.	國籍 Nationality	其他國籍 Other Nationality	股份百分比 Shareholding %
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

聲明：

Declaration:

1. 請聲明 貴公司，貴公司之持有人，董事或最終權益擁有人（“有關人士”）是否香港聯合交易所參與者或香港期貨交易所參與者之僱員或董事
Please confirm whether the Client, any of its shareholders or directors, or the ultimate beneficial owner(s) of the Client (“Relevant Person”) is/are director or an employee of any exchange participant of The Stock Exchange of Hong Kong Limited or The Hong Kong Futures Exchange Limited.

是 Yes 不是 No

如有關係，則詳列該董事或職員之資料

If yes, please state the following:

有關人士之姓名

Name of Relevant Person: _____

參與者名稱

Name of the Participant: _____

職位

Position: _____

2. 請聲明貴公司及/或任何有關人仕是否美國居民
Please confirm whether the Client and/or any Relevant Person(s) is/are resident(s) of the United States of America.

是 Yes 不是 No

如是，請提供有關人仕的姓名： _____
If yes, please provide the name of the Relevant Person(s): _____

3. 請聲明你是否與本公司之其他現金及或保證金客戶屬同一集團的公司
Please confirm whether any of the Companies cash client and or margin clients belongs to the same group of companies as you.

是 Yes 不是 No

如有關係，則詳列該有關現金客戶及或保證金客戶之資料
If there is such a relationship, please state the information of the relevant cash client(s) and or margin client(s).

客戶名稱： _____ 戶口號碼： _____ 關係： _____
Client Name: _____ AccountNo.: _____ Relationship: _____

4. 聲明貴公司或貴公司之任何董事、股東、或授權人士之關聯人士(包括其配偶、子女或父母)是否現在擔任或曾擔任任何城市、地區或國家的重要公職(例如國家元首、政府首長、資深從政者/重要政黨幹事、高級政府官員、高級司法官員、高級軍官、國際組織/機構的高級管理人員、任何國有企業高級管理人員或宗教領袖)

Please confirm whether any director, shareholder or authorized person of the Company or any of the related person (including spouse, child, or parent) of any director, shareholder or authorized person of the Company entrusted with prominent public functions (e.g. Heads of State, Heads of government, senior politicians / important political party officials, senior government officials, senior judicial officials, senior military officials, senior executives of an international organisation, senior executives of any state-owned enterprises or religious leaders) for any city, region or country.

是 Yes 不是 No

如是，請提供相關的詳情資訊： _____
If yes, Please provide the relevant information: _____

客戶聲明 Client's Declaration

本人/吾等茲聲明在此客戶資料表所提供之資料全部為真實，完整及正確。而附上的協議一切內容皆為準確。除非 貴公司接到更改有關本資料表內容的書面通知，否則 貴公司有權完全依賴此等資料之聲明作一切用途。貴公司獲授權可隨時就核對本資料表所提供之資料事宜，與任何人包括本人/吾等之銀行，貴公司或任何信用機構進行查詢。

I/We represent that the information on this Client Information Statement is true, complete and correct and that the representations in the attached agreement(s) is/are accurate. HK Monkey Securities Limited ("the Company") is entitled to rely fully on such information and representations for all purposes, unless they receive notice in writing of any change. The Company is authorized at any time to contact anyone, including my/our banks, the Company or any credit agency, for the purpose of verifying the information provided on this Client Information Statement.



客戶簽署 Client Signature
授權簽署/商業印鑑 Authorised Signature(s)/Business Chop

日期 Date

賬戶真正/最終受益者聲明
(只供公司戶口填寫)

只供公司戶口填寫
Corporate Account
Only

DECLARATION OF TRUE OWNER / ULTIMATE BENEFICIARY OF THE ACCOUNT
(Corporate Account Only)

致: 金猴證券有限公司
To: HK Monkey Securities Limited

日期 Date: _____

客戶名稱 Client Name: _____

賬戶號碼 Account Number: _____

吾等謹此聲明 We declare that:-

- (i) 本聲明書內有關賬戶真正/最終受益者之資料構成本合約之補充和組成部份
this information provided herein in relation to the true owner/ultimate beneficiary of the Account is supplemental to, and forms part of, the Client's Agreement;
- (ii) 在此所提供資料全屬真實、完整及正確
the information provided herein is true complete and correct;
- (iii) 倘所提供資料有任何重大改動,吾等將盡快通知貴公司
we will notify you immediately in writing of any material changes to the information; and
- (iv) 吾等並無代表任何其他人士持有本賬戶*
we are not holding the Account on behalf of or for the benefit of any other person*; or
- (v) 吾等並無代表下列人士以外之其他持有本賬戶*
we are not holding the Account on behalf of or for the benefit of any other person other than the following named person* (please complete the information below).

以下為授權吾等發出交易指令之賬戶真正/最終受益者:

The following person is the true owner/ultimate beneficiary of the Account by whom we are authorized to give instructions for Transaction:-

1. 賬戶真正/最終受益者姓名 Full name of the true owner/ultimate beneficiary of Account:

英文 English (Mr/Mrs/Miss/Ms *): _____

中文 Chinese: _____

別名 Alias: _____

2. 客戶與賬戶真正/最終受益者之關係 Relationship of the true owner/ultimate beneficiary of Account with client

3. 住址和主要營業地址 Home Address and Principal Business Address:

4. 國籍/公司註冊地點* Nationality/Country of Incorporation*:

其他國籍 Other Nationality:

5. 香港身份證號碼/護照號碼* Hong Kong ID Card Number and / or Passport Number*:

只供公司戶口填寫
Corporate Account
Only

6. 出生日期/公司成立日期* Date of Birth / Date of Incorporation*:

7. 職業/業務性質* Occupation / Nature of Business*:

8. 商業登記證編號/公司註冊證書編號* Business Registration Number / Certificate of Incorporation Number*:

9. 董事姓名 Name of Directors:

_____	_____
_____	_____
_____	_____

授權簽字人及公司印鑑 Authorized Signature(s) and Company Chop of Client

賬戶真正/最終受益者確認上述之內容

Contents confirmed by true owner/ultimate beneficiary



賬戶真正/最終受益者簽署 Signature of true owner/ultimate beneficiary

請提供賬戶真正/最終受益者之身分證或護照副本

(please submit photocopy of true owner/ultimate beneficiary's Passport / HKID Card)

備註 Note:

(i) 此聲明書應由客和賬戶真正/最終受益者填寫和簽署:

This declaration is to be completed by the Client and signed by both the Client and true owner / ultimate beneficiary;

(ii) 如賬戶真正/最終受益者多于一人時, 則每一名真正/最終受益者均須提供同等資料(即第1至9詳之資料), 及簽署本聲明書

Where there is more than one true owner / ultimate beneficiary of the Account, the same information is required (as set out in points 1 to 9) for each true owner / ultimate beneficiary, as is his signature.

*請刪去不適用者

Delete as appropriate

金猴證券有限公司
HK MONKEY SECURITIES LIMITED

現金客戶協議書
CASH CLIENT AGREEMENT

致：金猴證券有限公司

香港金鐘金鐘道 89 號力寶中心一期 2307 室

(經營證券交易和提供資產管理的業務，並根據證券及期貨條例獲發牌經營第一類(證券交易)，第四類(就證券提供意見)及第九類(資產管理)業務(中央編號：BJV607))。

To: HK Monkey SECURITIES LIMITED

Unit 2307, Tower 1, Lippo Center, 89 Queensway, Admiralty, Hong Kong

(HK Monkey Securities Limited ("HK Monkey") carries on the business of dealing in securities and asset management and is licensed to carry on Type 1 & Type 9 regulated activity (dealing in securities & asset management) under the Securities and Futures Ordinance (CE No. BJV607).)

本人/吾等

茲要求閣下根據下列條款及條件為本人/吾等運作一個或多個現金證券及或保證金客戶買賣戶口(「戶口」):

I / We

, hereby request you to operate a cash and or margin securities trading account (the "Account") for me/us on the following

terms and conditions: -

1. 戶口

The Account

- 1.1. 本人/吾等確認「客戶資料附件」及「賬戶真正/最終受益者聲明」所載資料均屬完整及正確。倘該等資料有任何變更，本人/吾等將會通知閣下。本人/吾等特此授權閣下對本人/吾等的信用進行查詢，以核實上述表格所載資料。

I/We confirm that the information provided in the "Customer Information Statement" and the "Declaration of True Owner / Ultimate Beneficiary of the Account" is complete and accurate. I/We will inform you of any changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.

- 1.2. 閣下將會對本人/吾等戶口的有關資料予以保密，但閣下可以根據聯交所及證監會的規定或應其要求，將該等資料提供予聯交所及證監會及集團公司成員。

You will keep information relating to my/our Account confidential, but may provide any such information to the Exchange and the SFC to comply with their requirements or requests for information.

2. 法例及規則

Laws and rules

閣下按本人/吾等的指示而進行的一切證券交易(「交易」)，須根據適用於閣下的一切法例、規則和監管指示的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司(「中央結算公司」)的規則。閣下根據該等法例、規則及指示而採取的所有行動均對本人/吾等具有約束力。

All transactions in securities which you effect on my/our instructions ("Transactions") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by you in accordance with such laws, rules and directions shall be binding on me/us.

3. 交易

Transactions

- 3.1. 除閣下(在有關交易的成交單或其他合約單據內)註明以自己本身名義進行交易外，閣下將以本人/吾等的代理人身份進行交易。

You will act as my/our agent in effecting Transactions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.

- 3.2. 倘沽盤是有關非由本人/吾等擁有的證券，即涉及賣空交易，本人/吾等將會通知閣下。

I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling.

- 3.3. 閣下將有權在全權決定拒絕接納本人/吾等之任何指示，且毋須就此給予任何理由。

You shall be entitled to your absolute discretion to refuse to accept any of my/our instructions and shall not be obliged to give any reason for such refusal.

- 3.4. 本人/吾等會就所有交易支付閣下不時通知本人/吾等的佣金、轉讓費、逾期利息、銀行收費及其他收費與費用，繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。閣下可以從戶口中扣除該等佣金、費用、利息、收費、徵費及稅項。

On all Transactions, I/we will pay you commissions, transfer fees, overdue interests, bank charges and other charges and expenses, as notified to me/us from time to time, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. You may deduct such commissions, fees, interests, charges, levies and duties from the Account.

- 3.5. 就每一宗的交易，除另有協議外或除非閣下已代本人/吾等持有現金或證券供交易交收之用，否則本人/吾等將會在閣下就該項交易通知本人/吾等的期限之前

Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will

3.5.1. 向閣下交付可即時動用的資金或可以交付的證券，或
pay you cleared funds or deliver to you securities in deliverable form or

3.5.2. 以其他方式確保閣下收到此等資金或證券。
otherwise ensure that you have received such funds or securities

倘本人/吾等未能這樣做，在不影響閣下其他權利之情況下，閣下可以(但並非必須):-

by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, without prejudice to your other rights, you may (but not obliged to):-

3.5.3. (如屬買入交易) 出售買入的證券及本人/吾等戶口持有的其他證券，以清償本人/吾等就有關交易引起任何未償還之款項；及
in the case of a purchase Transaction, sell the purchased securities and other securities held for my/our Account to settle any amount outstanding from me/us arising as a result of the Transaction; and

3.5.4. (如屬賣出交易) 借入及/或買入證券以進行交易的交收。
in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

- 3.6. 本人/吾等承認由閣下依據本人/吾等之指示進行全部證券賣出或買入是根據本人/吾等之判斷及決定作出，而並非基於閣下之選擇或建議而賣出或買入。

I/We acknowledge that all sale or purchase of securities effected by you pursuant to my/our instructions is a result of my/our judgment and decision and not resulted from your selection or advice.

- 3.7. 本人/吾等同意閣下可進行與本人/吾等指示相對之買賣交易，而不論有關買賣為閣下本身戶口或代表其他客戶進行。You may take the opposite position to my/our orders whether it is on your own account or on behalf of your other clients.

- 3.8. 本人/吾等承認閣下於閣下業務中可能持有關證券資料。本人/吾等同意閣下並無責任向本人/吾等披露任何有關資料。
I/We admit that you may in your course of business possess information relating to securities. I/We agree that you shall have no duty to disclose to me/us any such information.
- 3.9. 倘閣下沒有依照本協議書的規定履行對本人/吾等的責任，本人/吾等有權向根據《證券條例》成立的賠償基金索償，惟須受賠償基金不時的條款制約。
If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities Ordinance, subject to the terms of the Compensation Fund from time to time.
- 3.10. 本人/吾等將會負擔閣下因本人/吾等未能進行交收，而引起的任何損失、成本、費用及開支。
I/We will be responsible to you for any losses, costs, fees and expenses resulting from my/our settlement failures.
- 3.11. 本人/吾等同意就所有逾期未付款項(包括本人/吾等裁定的欠債務之前所引起的利息)，按閣下不時通知本人/吾等的利率及條款支付利息。
I/We agree to pay interest on all overdue balances (including interest arising before a judgment debt is obtained against me/us) at such rate and on such terms as you have notified me/us from time to time.
- 3.12. 就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致閣下須買入證券進行交收，本人/吾等毋須為買入該等證券的費用向閣下負責。In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.
- 3.13. 有關外幣交易，戶口必須以港幣或閣下不時同意之其他貨幣為單位，倘若本人/吾等指示閣下以港幣以外之其他貨幣進行證券交易，本人/吾等必須單獨承擔有關貨幣兌換波動而導致之任何收益或損失。如本人/吾等未以相關的外幣償付其外幣債務，閣下有權選擇將其他戶口內任何其他貨幣之款項兌換成有關外幣抵銷其外幣債務或代本人/吾等買進有關外幣先行抵銷外幣債務。在此情況下，本人/吾等需向閣下償付及承擔閣下因此而作出的及需承擔的一切款項及費用。閣下可以依照其全權決定之形式和時間兌換貨幣，以實行其在本協議下採取之任何行動或步驟。倘若本人/吾等以港幣以外之其他貨幣給閣下付款，當閣下收到此等款項時，此等款項必須是可以自由轉讓和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。
Regarding foreign currency Transactions, the Account(s) shall be in Hong Kong Dollars or such other currencies as you may agree from time to time and in the event that I/We instructs you to effect any sale or purchase of securities in a currency other than Hong Kong Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for my/our account solely. If I/We do not settle the liability with the relevant foreign currency, you will have the right to convert any amount of the currency standing to the credit of the Account to a foreign currency amount to settle the liability or buy in the foreign currency on behalf of me/us to settle the relevant liabilities first. In such circumstances, I/We will pay and bear all costs and expenses that you have paid and have to bear. Any conversion from one currency into another required to be made for performing any action or step taken by you under this Agreement may be effected by you in such manner and at such time as it may in its absolute discretion decide. All payments to be made by me/us to you in a currency other than Hong Kong Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by you.
- 4. 證券的保管**
Safekeeping of securities
- 4.1. 由閣下寄存妥為保管的任何證券，閣下可以酌情決定：
Any securities which are held by you for safekeeping may, at your discretion
- 4.1.1. (如屬可註冊證券)以本人/吾等的名義或以閣下的代理人名義註冊；或
(in the case of registrable securities) be registered in my/our name or in the name of your nominee; or
- 4.1.2. 存放於閣下的往來銀行或提供文件保管設施的任何其他機構妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。
be deposited in safe custody in a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.
- 4.2. 倘證券未以本人/吾等的名義註冊，閣下於收到該等證券所獲派的任何股息或其他利益時，須按本人/吾等與閣下的協議記入本人/吾等的戶口或支付予或轉賬予本人/吾等。倘該等證券屬於閣下代客戶持有較大數量的同一證券的一部份，本人/吾等有權按本人/吾等所佔的比例獲得該等證券利益
Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.
- 4.3. 本人/吾等並無根據《證券條例》第 81(3)條以書面授權閣下：
You do not have my/our written authority under section 81(3) of the Securities Ordinance to:
- 4.3.1. 將本人/吾等的任何證券存放在銀行業機構，作為閣下所獲墊支或貸款的抵押品，或者存放在中央結算公司，作為履行閣下在結算系統下之責任的抵押品
deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system
- 4.3.2. 借貸本人/吾等的任何證券
borrow or lend any of my/our securities
- 4.3.3. 基於任何目的以其他方式放棄本人/吾等的任何證券之持有權(交由本人/吾等持有或按本人/吾等的指示放棄持有權除外)。
otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.
- 4.4. 閣下毋須交付或交還本人/吾等數目、類別、面額及面值及權利與有關存放或轉讓或買入或收購完全相同之證券。閣下只須交付或交還本人/吾等與該等證券類別、面額及面值相同且享有同等利益之證券(唯須受其時可能出現之任何股本重組限制)。
You shall not be bound to deliver or return to me/us securities being identical with the securities deposited with or transferred to you or purchased or acquired by you on my/our behalf in terms of number, class, denomination, nominal amount and rights. It is sufficient for you to deliver or return to me/us securities of the same class, denomination, nominal amount as, and rank pari passu with such securities (subject always to any capital reorganization which may have occurred in the meantime).
- 5. 一般規定**
General
- 5.1. 所有本人/吾等戶口內的證券均受制於閣下的留置權，以確保本人/吾等履行對閣下代本人/吾等買賣證券而產生的責任。於行使留置權時，閣下有權利全權決定出售本人/吾等戶口持有之全部或部份證券，以清償本人/吾等欠閣下任何未償還之款項。本人/吾等同意不會出售、抵押、質押戶口之任何證券、應收款項或其中持有之金錢、或就戶口或戶口之任何證券、應收款項或其中持有之金錢授予優先購買權或以任何其他方式處置，且不會在未得閣下同意前，就戶口或戶口之任何證券、應收款項或其中持有之金錢抵押。
All securities held for my/our Account shall be subject to a general lien in your favour, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us. In enforcing the lien, you have the right to sell in your absolute discretion all or part of the securities held for my/our Account for settlement of any amount outstanding from me/us to you. I/We agree not to sell, charge, pledge grant an option or otherwise deal in any way with, nor encumber any securities, receivables or monies held in or for the Account without your consent.
- 5.2. 本人/吾等同意閣下毋須在閣下已作出合理步驟後，仍能或無法遵照本人/吾等指示包括但不限於收購或處置其他任何特定時間報價之證券買賣之任何虧損負責。倘閣下在作出所有合理步驟後無法全面執行指示，閣下有權在未取得本人/吾等事先確認前執行部份指示。
I/We agree not to hold you liable for any loss arising by reason your failing, or being unable, after reasonable steps have been taken by you, to comply with any terms of my/our order, including but not limited to acquiring or disposing or otherwise dealing in securities quoted at any specific time. Where you are unable after taking all reasonable after taking all reasonable steps to perform any order in full, you are entitled to effect partial performance without prior reference to my/our confirmation.
- 5.3. 本人/吾等授權閣下進行本人/吾等之信用諮詢或查證，以確定本人/吾等之財政狀況及投資目標。
I/We authorize you to conduct a credit enquiry or check on me/us for the purpose of ascertaining my/our financial situation and investment objectives.

- 5.4. 本協議之條款將會對閣下之承繼人、受讓人及個人代表(如適用)有約束力及利益。閣下亦可在未經本人/吾等之事先同意或批准,將本協議之全部或部份之權利或義務授予任何人。此外,閣下可隨時將閣下追討未償還款項之權力授予閣下備用之收賬公司或中介人。
The provisions of this Agreement shall be binding on and enure to the benefit of your successors, assigns and personal representatives (where applicable). You may assign all or a part only of your rights and obligations under this Agreement to any person without my/our prior consent or approval. Without prejudice to the generality of the foregoing, you may at any time assign the outstanding balance of the Account owing to you to any contractual credit management organization or collection agent employed by you for debt recovery proceeding.
- 5.5. 倘閣下的業務有重大變更,並且可能影響閣下為本人/吾等提供的服務,閣下將會通知本人/吾等。
Your will notify me/us of material changes in respect of your business which may affect the services you provide to me/us.
- 5.6. 本人/吾等確認本人/吾等已詳閱並同意本協議書之條款,而且該等條款已經以本人/吾等明白的語言向本人解釋。
I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained to me/us in a language that I/we understand.
- 5.7. 倘本人/吾等為一人以上,則各人須承擔共同及個別責任,且本人/吾等一詞將按文義詮釋,包括任何一人或各人在內,而閣下將有權與其中任何人士個別往來交易,包括在任何程度上解除某人之責任而不影響其他人士應負之責任。
Where I/we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.
- 5.8. 本協議書受制於香港特別行政區法律管轄,並且可以根據香港特別行政區法律執行。
This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.

6. 電子日結單

Daily e-statement

- 6.1. 本人/吾等,同意透過本人/吾等之電郵地址接受閣下之戶口電子日、月結單服務,以代替郵寄日、月結單至本人/吾等之通訊地址。閣下有權隨時終止上述的服務,而無需負上任何責任。
I/We hereby accept through my/our email address to receive the daily e-statement. I/We understand that you will not send any statements (including Monthly Statements) to my/our correspondence address by mail. You have the rights to terminate the above services at any time without bearing any charges and liabilities.
- 6.2. 電郵一旦由閣下向上述電郵地址發出,即被視為被本人/吾等已妥為收取有關的日結單,本人/吾等承諾隨時查核上述電郵戶口。本人/吾等已閱讀及完全明白下述有關的電子通訊風險及明白若在任何原因下,發現結單上有任何錯誤或本人/吾等在交易後未能第一時間收到結單,會即時知閣下。本人/吾等明白及接受,不論在何等理由或情況下,一旦閣下未能成功聯繫上述由本人/吾等提供的電郵地址,閣下將本人/吾等交易戶口的日結單郵寄至本人/吾等早前提供的郵遞地址,並且不會獲重發有關的電子日結單。
The statements are deemed to be properly received by me/us once dispatched by you to the above email address. I/We undertake to check the above email account promptly. I/We have read and fully understood the risk associated with the electronic system (set out below) and undertaken to notify you without delay if, for any reason, there is an error in any of the statements sent to me/us or I/We do not receive the statements promptly after any dealings have been taken place. I/We hereby accept and understand that under any reason or condition, once you cannot reach the above email address I/we provided to you, you will send the daily statements to my/our correspondence address and will not re-send the daily e-statement.

6.3. 風險披露聲明 – 電子通訊風險

Risk Disclosure Statement – Risk of Electronic Communication

電子通訊風險 通過互聯網或其他電子媒體進行的通訊可能會因不可預測的流量堵塞及/或其他閣下無法控制的原因而受到干擾、傳輸中斷、以及傳輸延誤。由於技術上的限制,互聯網是一種不完全可靠的通訊媒介。基於這種不可靠性原因,資訊的傳輸和接收可能有延誤,結單或未能轉送至有關電郵地址。而且,通訊和個人資料可能會被未經授權的第三方取得,且在通訊上會存在誤解或錯誤的風險,而這些風險將完全由本人/吾等承擔。

Risk of Electronic Communication. Any Communication through the Internet or other electronic medium may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and/or other reasons beyond your control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the designated email address at all. Moreover, communications and personal data may be accessed by unauthorized third parties; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us.

7. 風險披露聲明書 – 一般

Risk Disclosure Statement – General

- 7.1. 本人/吾等知道證券價格可能及必定會波動,任何個別證券的價格皆可上升或下跌,甚至可能變成毫無價值。買賣證券不一定獲利,而且存在著可能損失的風險。本人/吾等也知道將證券交給閣下保管可能存在風險。例如當閣下持有本人/吾等的證券而閣下無力償債時,本人/吾等取回證券的時間可能會受到嚴重阻延。本人/吾等願意承擔此等風險。
I/We acknowledge that the price of securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. I/We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we are prepared to accept.

8. 風險披露聲明書 – 創業板

Risk Disclosure Statement – Growth Enterprise Market (“GEM”)

- 8.1. 本人/吾等知悉創業板的證券價格可能會波動,而任何個別證券的價格皆可上升或下跌,更可能變成毫無價值。買賣創業板不一定獲利。而且存在著風險。本人/吾等也知道將創業板證券交給閣下保管可能存在風險。例如當閣下持有本人/吾等的證券而閣下無力償債時,本人/吾等取回證券的時間可能會受到嚴重阻延。本人/吾等願意承擔此等風險。
I/We acknowledge that the price of securities traded on GEM can and does fluctuate, and that any individual security may experience upwards or downwards movements, and may under some circumstances even become valueless. There is an inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities traded on GEM. I/We also acknowledge that there may be risks in leaving securities in your safe keeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.
- 8.2. 本人/吾等明白創業板之市場設計乃為可能附有高風險的公司而設,本人/吾等亦尤其明白公司在沒有往績紀錄及在不需負責預測未來表現的情況下在創業板上市。本人/吾等清楚瞭解,因創業板上市公司的新興發展性質,其營運的業務行業或國家而所引致的風險。
I/We understand that GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, I/we understand that companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. I/We appreciate that there may be risks arising out of the emerging nature of companies listed on GEM and the business sectors or countries in which the companies operate.
- 8.3. 本人/吾等知道投資在此類公司的潛在風險,故此本人/吾等明白必須經過審慎考慮後才作出投資決定。本人/吾等明白創業板的較高風險性質及其他特點,應當更適合專業及其他熟悉投資技巧的投資者。
I/We am/are aware of the potential risks of investing in such companies and understand that the Client should make the decision to invest only after due and careful consideration. I/We understand the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 8.4. 基於創業板的新興發展性質,本人/吾等明白於創業板進行買賣將可能面對比較於主板買賣證券為高的市場波幅及不確保於創業板買賣時得到一個有流通量的市場。
Given the emerging nature of companies listed on GEM, I/we understand there is a risk that securities traded on GEM may be susceptible to higher marker volatility compared to securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.
- 8.5. 本人/吾等亦明白創業板的主要訊息發放渠道是透過聯交所的互聯網刊登消息。創業板上市公司一般不須在憲報所登的報章上刊登付費公告。因此,本人/吾等知悉本人/吾等須獲取經由創業板網頁發佈的創業板上市公司的最新資料。
I/We further understand that the principal means of information dissemination on GEM is publication on the internet website operated by the Exchange. Companies listed on GEM are not generally required to issue paid announcements in gazetted newspapers. Accordingly, I/we acknowledge that I/we need to have access to up-to-date information on GEM-listed companies as published on the GEM website.
- 8.6. 本人/吾等確認此風險披露聲明書並不能申述所有風險及其他創業板的主要內容。本人/吾等明白在進行買賣活動之前須自行進行資料搜集及研究有關證券的買賣。

I/We acknowledge that this risk disclosure statement does not purport to disclose all the risks and other significant aspects of GEM. I/We understand that I/We should undertake my/our own research and study on the trading of securities on GEM before commencing any trading activities.

- 8.7. 本人/吾等明白如本人/吾等對此風險披露聲明書的任何方面對買賣創業板證券的性質及風險有不明確或不明白之處，本人/吾等須取得獨立專業意見。I/We understand that I/We should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM.
- 8.8. 本人/吾等明白簽署此風險披露聲明書是證監會持牌人或註冊人操守準則的硬性規定。本人/吾等明白本人/吾等未能簽署及確認此聲明書，貴公司將不可以執行本人/吾等於創業板買賣的指令。I/We understand that the signing of this risk disclosure statement is mandatory under the Code of Conduct for Persons Licensed by or Registered with the SFC. I/We understand that the Company will not be able to effect my/our instructions to deal in securities on GEM if this statement is not signed and acknowledged by me/us.

9. 風險披露聲明書 – 人民幣產品

Risk Disclosure Statements – Reminbi Products (“RMB Products”)

客戶知悉人民幣兌其他貨幣的價值不時波動，並將受（其中包括）中華人民共和國（「中國」）政府的管制措施（例如中國政府規管於香港及中國內地的人民幣與外幣換算）影響。因此，如將人民幣產品，包括存款、證券及其他投資品兌換成另一種貨幣，便可能對該產品的回報構成不利影響。此外，客戶亦知悉人民幣目前不可自由兌換，而經香港的銀行兌換人民幣須受若干限制，尤其是個人客戶兌換人民幣設有每日上限。如客戶擬將超過每日上限的人民幣金額兌換成另一種貨幣或自另一種貨幣兌換成人民幣，應給予足夠時間以完成兌換。

客戶知悉人民幣證券交易與其他證券一樣，價格會有波動，波幅有時頗大。人民幣證券的價格亦有可能上升或下跌，甚至變成毫無價值，因此買賣證券或會招致損失，而非獲利。客戶在作出任何投資決定前，應小心考慮，並於有需要時諮詢專業顧問之意見。

The Client acknowledges that the value of the RMB fluctuates against other currencies and will be affected by, amongst other things, control measures taken by the government of the People’s Republic of China (“PRC”). (For example, the PRC government regulates conversion between the RMB and foreign currencies both in Hong Kong and Mainland China.) As a result, the return on RMB products, including deposits, stocks, and other investment products may be adversely affected if said products are converted to another currency. Furthermore, the Client acknowledges that the RMB is not freely convertible at present, and conversion of the RMB through banks in Hong Kong is subject to certain restrictions. In particular, conversion of the RMB by an individual client is subject to a daily limit. If a client intends to convert an amount in RMB from/to another currency that exceeds a daily limit, the client should allow for a sufficient period of time for this conversion to be successfully processed.

The Client also acknowledges that the prices of RMB securities fluctuate, sometimes dramatically, as with any other securities. RMB securities prices may move up or down, and may become valueless. It is as likely that losses may be incurred rather than profit made as a result of buying and selling securities. Before making any investment decision, the Client should consider carefully and seek professional advice where necessary.

10. 關於風險披露聲明書 – 結構性及衍生產品的客戶通知

CIRCULAR TO CUSTOMERS RELATING TO RISK DISCLOSURE STATEMENTS - STRUCTURED AND DERIVATIVE PRODUCTS

- 10.1. 結構性及衍生產品（下稱「有關產品」）Risk Disclosure Statements – Structured and Derivative Products (“the Products”)務請投資者注意，下述風險僅為概要，並非投資結構性及衍生產品（包括衍生權證、牛熊證及交易所買賣基金）涉及之所有潛在風險之詳盡清單。投資者應細閱並完全了解本文件所述之所有有關風險披露聲明，並根據及詳細閱讀相關產品發行人網站、香港交易所公司網站或披露易網站所載的最新招股書/上市文件、財務報表、公告及其他資料，以了解該產品特性及涉及的風險因素，並於需要時尋求獨立專業意見。

Investors should note that the following is only a summary and it is not an exhaustive list of all the possible risks of investing in the Structured and Derivative Products (such as Derivative Warrants, Callable Bull/Bear Contracts (“CBBCs”), Exchange Traded Funds (“ETFs”). Investors are advised to read and fully understand all the relevant risk disclosure statements herein, read carefully the most up-to-date prospectuses/listing documents, financial statements, announcements and other information published either on the issuers’ websites, HKEx corporate and HKEx news websites to learn more about the product features and risk factors involved, and to obtain independent professional advice, if necessary.

10.2. 一般 General

10.2.1. 投資適合性 Investment Suitability

假如本公司在提供此服務時，向客戶招攬銷售或建議本公司任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的檔及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

If the Company solicits the sale of or recommend any financial product to the Client during the provision of the Services, the financial product must be reasonably suitable for the Client having regard to financial situation, investment experience and investment objectives of the Client. No other provision of this Agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

10.2.2. 發行人失責風險 Issuer Default Risk

倘若結構性產品發行人破產而未能履行其對所發行證券之責任，投資者只被視為無抵押債權人，對發行人的資產並無任何優先索償權。投資者可能無法取回本金，最大潛在損失可能是投資金額的 100%。因此，投資者須特別留意結構性產品發行人的財力及信用。

In the event that a structured product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and they have no preferential claims to any assets held by the issuer. Investors may get nothing back and the potential maximum loss can be 100% of their investment amount. Investors should therefore pay close attention to the financial strength and credit worthiness of issuers.

10.2.3. 非抵押產品風險 Uncollateralised Product Risk

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

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

10.2.4. 槓桿風險 Gearing Risk

衍生產品如衍生權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，在最差的情況下，衍生產品價格可跌至零，投資者可能會損失所有投資金額。

Derivative products such as warrants and CBBCs are leveraged and can change in value rapidly according to gearing ratio relative to the underlying assets. Investors should be aware that the value of the products may fall to zero and holders may lose their entire investment amount.

10.2.5. 限定有效期 Limited Life

與股票不同，衍生產品設有到期日，即有效期限，到期後產品變得一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

Unlike stocks, derivative products have an expiry date and therefore a limited life and become worthless at expiration. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

10.2.6. 特殊價格移動 Extraordinary Price Movements

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

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

10.2.7. 外匯風險 Foreign Exchange Risk

若投資者所買賣的衍生產品的相關資產並非以港幣為單位，則要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響該衍生產品的價格。

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

10.2.8. 流動性風險 Liquidity Risk

聯交所規定所有結構性產品發行人要為每一隻個別產品委任一名流量提供者。流量提供者的職責在為產品提供兩邊開盤方便買賣。

若有流量提供者失責或停止履行職責，有關產品的投資者就不能進行買賣，直至有新的流量提供者委任出來止。

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

10.3. 買賣衍生權證的額外風險 Additional Risks involved in trading Derivative Warrants

10.3.1. 時間遞耗 Time Decay

若其他因素不變，衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。

Investors should be aware that other factors being unchanged, the value of the derivative warrants will decrease over time. Investors should therefore never view derivative warrants as products that are bought and held as long term investments.

10.3.2. 波幅 Volatility Risk

若其他情況不變，相關資產的波幅增加會使衍生權證價值上升；相反，波幅減少會使衍生權證價值下降。投資者須注意，相關資產的波幅。

All things being equal, an increase in volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price. Investors should be aware of the underlying asset volatility.

10.4. 買賣牛熊證的額外風險 Additional Risks involved in trading CBBCs

10.4.1. 強制收回 Mandatory Call

投資者買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，及即時停止買賣。屆時，投資者只能收回已停止買賣的牛熊證由產品發行商按上市文件所述算出來的剩餘價值（注意：剩餘價值可以是零）。

Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. CBBC will be called by the issuer when the price of the underlying asset hits the call price and trading in that CBBC will cease trading. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should be also note that the residual value can be zero.

10.4.2. 融資成本 Funding Costs

若其他情況不變，相關資產的波幅增加會使衍生權證價值上升；相反，波幅減少會使衍生權證價值下降。投資者須注意，相關資產的波幅。

All things being equal, an increase in volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative warrant price. Investors should be aware of the underlying asset volatility.

10.4.3. 衍生產品資料 Information on Derivative Products

持牌人或註冊人應按照投資者要求提供有關該產品的規格或章程或其他要約文件。

Upon the request of the Investors, the licensed or registered person shall provide the Investor product specification and any prospectus or other offering documents covering such products.

10.4.4. 有關衍生權證及牛熊證的進一步資料，請瀏覽以下網站：

For more information on warrants and CBBCs, please visit the following websites:

證監會（學-投資）網站

SFC Investor portal – InvestEd <http://www.invested.hk/>

證券及期貨事務監察委員會（證監會）

The Securities and Futures Commission (SFC) <http://www.sfc.hk/>

香港交易及結算有限公司（香港交易所）

Hong Kong Exchanges and Clearing Limited (HKEx) <http://www.hkex.com.hk/>

10.5. 買賣交易所買賣基金的風險 Risks involved in trading ETFs

10.5.1. 市場風險 Market Risk

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別(如股票、債券或商品)的表現。投資者會承受與ETFs 相關指數/資產有關的政治、經濟、貨幣及其他風險。投資者必須要有因為相關指數/資產的波動而蒙受損失的準備。

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. Investors are exposed to the political, economic, currency and other risks related to the ETF’s underlying index/asset it is tracking. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/asset.

10.5.2. 追蹤誤差風險 Tracking Error Risk

ETFs 及相關指數的表現可能不一致。原因，舉例來說，可能是模擬策略失效、匯率、收費及支出等因素。

There may be disparity between the performance of the ETFs and the performance of the underlying index or assets due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

10.5.3. 以折讓或溢價買賣 Trading at a Discount or Premium

若ETF 所追蹤的指數/市場就投資者的參與設有限制，則為使ETFs 的價格與其資產淨值一致的增設或贖回單位機制的效能可能會受到影響，令ETF 的價格相對其資產淨值出現溢價或折讓。投資者若以溢價買入ETF，在基金終止時可能無法收回溢價。

Where the index/market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETFs in line with its net asset value (NAV) may be disrupted, causing the ETFs to trade at a higher premium or discount to its NAV. Investors who buy an ETF at a premium may not be able to recover the premium in the event of termination.

10.5.4. 流動性風險 Liquidity Risk

交易所買賣基金雖然在相關交易所上市買賣，但這並不保證該基金必定有流通的市場。若ETFs 涉及的衍生工具沒有活躍的第二市場，流動性風險會更高。較大的衍生工具的買賣差價亦會引致虧損。而要提早解除這些工具的合約比較困難、成本也較高，尤其若市場設有買賣限制、流通量也有限，解除合約便更加困難。

There is no assurance that a liquid market exists for an ETF. A higher liquidity risk is involved if an ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses. Therefore, they can be more difficult and costly to unwind early, when the instruments provide access to a restricted market where liquidity is limited.

10.5.5. 外匯風險 Foreign Exchange Risk

若投資者所買賣的交易所買賣基金的相關資產並非以港幣為單位，則要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響交易所買賣基金的價格。

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

10.5.6. 交易對手風險 Counterparty Risks

若ETFs 投資於衍生工具以追蹤指數表現，投資者除了會承受與指數有關的風險外，亦會承受發行有關衍生工具的交易對手的信貸風險。此外，投資者亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險(例如由於衍生工具發行人主要是國際金融機構，因此若ETFs 的其中一個衍生工具交易對手倒閉，便可能對該ETFs 的其他衍生工具交易對手產生「連鎖」影響)。有些ETFs 備有抵押品以減低交易對手風險，但仍要面對當ETFs 的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。

Where an ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivative, in addition to the risks relating to the index. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of an ETF may have a “knock-on” effect on other derivative counterparties of the ETFs). Some ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the ETF seeks to realize the collateral.

11. 電子證券交易服務之補充協議

Supplemental Agreement For Electronic Securities Trading Services

此補充協議是補充其依附的並為金猴證券與客戶簽訂的客戶協議。客戶明白金猴證券提供之電子證券交易服務乃自動化服務，使客戶能透過電子交易系統及配合互聯網發出買賣證券指示及其他處理證券戶口指示，客戶根據以下條款及條件並受此等條款及條件規限，同意開設及維持一電子證券交易戶口並透過金猴證券網上電子證券交易服務運作該戶口，以進行證券買賣：

This Supplemental Agreement for Electronic Securities Trading Services is supplemental to the Client Agreement entered into by HK Monkey and the Client. The Client understands that the Electronic Securities Trading Services provided by HK Monkey is an automated service which enables the Client to send electronic instructions to purchase, sell and otherwise deal with securities. The Client hereby agrees to open and maintain an electronic securities trading account with HK Monkey, which enables the Client to use the aforesaid services and subject to the following terms and conditions:

11.1. 定義和詮釋

Definitions and Interpretation The Account

11.1.1. 本補充協議中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

Terms defined in this Supplemental Agreement have the same meaning as in the Client Agreement unless stated otherwise.

11.1.2. 本補充協議中，除非上下文另有要求，下列術語應具有如下定義：

In the Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

11.1.2.1. 「電子證券交易服務」指由金猴證券或其他透過金猴證券提供服務的人士提供之流動電話/ 互動音頻電話/ 互聯網證券買賣服務，客戶可使用此電子交易服務透過金猴證券進行證券買賣交易，客戶可透過金猴證券之電子交易設施向金猴證券或其代理人發出有關證券買賣的電子指示；

“Electronic Securities Trading Services” means the Mobile Phone / Touch Tone / Internet Stock Trading service and facility provided by HK Monkey or other service providers through HK Monkey under this Supplemental Agreement which enables Client to trade securities through HK Monkey and give electronic instructions to purchase, sell and otherwise deal with securities through Client’s securities trading account maintained with HK Monkey and/or its nominees or agents;

11.1.2.2. 「登入號碼」指識別客戶身份的名稱，須配合密碼一起使用以接達有關電子證券交易服務；

“Login ID” means the Client’s identifications, used in conjunction with the Password, to gain access to the Electronic Securities Trading Services;

11.1.2.3. 「密碼」指客戶的登入密碼，須配合登入號碼一起使用以接達有關電子證券交易服務；

“Password” means the Client’s password, used in conjunction with the Login ID, to gain access to the Electronic Securities Trading Services;

11.1.2.4. 「接達代碼」指密碼及登入號碼；

“Access Codes” means together the Password and the Login ID;

11.1.3. 客戶協議中提及的「指示」將被視為包括通過電子證券交易服務發出的指示。

References to “Instructions” in the Client Agreement are deemed to include instructions given by means of the Electronic Securities trading Services.

11.2. 電子證券交易服務的使用

Electronic Securities Trading Services

11.2.1. 當金猴證券向客戶發出登入號碼和密碼時，電子證券交易服務將被啟動，客戶在第一次接連電子證券交易服務時應立即更改密碼。

On the issuance by HK Monkey to the Client of the Login ID and Password, the Electronic Securities Trading Services shall be activated and the Client is advisable to change the Password immediately after the Client has accessed the Electronic Securities Trading Services for the first time.

11.2.2. 金猴證券有權要求客戶按金猴證券不時的通知，在執行其任何指示前存入現金。

HK Monkey is entitled to require the Client to place a cash deposit prior to execution of any instructions as will be informed by HK Monkey from time to time.

11.2.3. 客戶同意：

The Client agrees

11.2.3.1. 將只按照本補充協議、客戶協議及金猴證券不時規定的指示和程序使用電子證券交易服務；

the Client shall use the Electronic Securities Trading Services only in accordance with this Supplemental Agreement, the Client Agreement and the instructions and procedures to be required by HK Monkey to the Client from time to time;

11.2.3.2. 客戶本人是電子證券交易服務的唯一授權用戶；

the Client shall be the only authorized user of the Electronic Securities Trading Services;

11.2.3.3. 客戶應對其登入號碼和密碼的保密及使用承擔責任；

the Client shall be responsible for the confidentiality and use of the Login ID and Password;

11.2.3.4. 客戶應對利用登入號碼和密碼而透過電子證券交易服務所輸入的所有指示完全負責，金猴證券收到的任何該等指示將被視為由客戶於金猴證券收到的時間及以收到的形式發出；

the Client shall be solely responsible for all instructions entered through the Electronic Securities Trading Services using the Login ID and Password and any instructions as received by HK Monkey shall be deemed to be made by the Client at the time received by HK Monkey in the form received.

11.2.3.5. 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，應立即通知金猴證券；

the Client shall immediately inform HK Monkey if the Client becomes aware of any loss, theft or unauthorized use of its Login ID or Password;

11.2.3.6. 如果錯誤的登入號碼和密碼被輸入超過三次，金猴證券有權暫停提供電子證券交易服務；

HK Monkey has the right to suspend the Electronic Securities Trading Services if an incorrect Login ID and Password are entered on more than 3 occasions;

11.2.3.7. 不可試圖篡改、修改、解編、倒序製造及以其他方法之改動電子證券交易服務之任何部份，並不可試圖在未獲授權下接連電子證券交易服務之任何部份；

the Client shall not attempt to tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Securities Trading Services;

11.2.3.8. 客戶在完成每次電子證券交易後，應立即登出電子證券交易服務。

the Client shall logoff the Electronic Securities Trading Services immediately following the completion of each transaction.

11.2.4. 客戶同意在輸入每個指示之前會加以覆核，因為指示一經作出，便可能無法取消。

The Client agrees to review every instruction before entering it as it may not be possible to cancel the Client’s Instruction once given.

11.2.5. 客戶須承認及同意：

The Client acknowledges and agrees:

11.2.5.1. 互聯網乃固有地不可靠的通訊媒介，亦非金猴證券所能控制。客戶更須承認由於這些不可靠因素，數據傳送、指示及其他資訊的接收時間有所延遲或耽誤，從而引致指示執行的拖延及/或在與給予指示時所不同的價格下執行指示；

the Internet is an inherently unreliable media of communication and such unreliability is beyond the control of HK Monkey. The Client further acknowledges that, as a result of such unreliability, there may be time lag or delays in the transmission of data and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given;

11.2.5.2. 透過電子證券交易服務進行之任何通訊會出現資料外洩、干擾、延遲、誤解或出錯之風險，而此等風險須由客戶絕對地承擔。

there are risks of leakage of information, interruption, delay, misunderstanding errors in any communication via the Electronic Securities Trading Services and that such risks shall be absolutely borne by the Client.

11.2.6. 如客戶於香港以外地透過電子證券交易服務發出任何指示，客戶同意確保及聲明在有關司法權區發出指示時會遵守該司法權區任何適用之法律。客戶進一步同意如出現疑問將徵詢有關司法權區法律顧問之意見。客戶同意支付就有關任何指示可能須繳付之稅項或收費，金猴證券並不須就該等費用上任何責任。

If the Client places any Instructions with HK Monkey outside Hong Kong via the Electronic Securities trading Services, the Client agrees to ensure and represent that such instructions will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client’s instruction are

given. The Client further agrees that it will, when, in doubt, consult legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any Instructions and that HK Monkey shall not be liable for any of such costs.

- 11.2.7. 如果電子證券交易服務未能使用，客戶應根據客戶協議的條款之規定發出指示。
In case the Electronic Securities Trading Services is not available, the Client shall place its instructions in accordance with the terms and conditions under the Client Agreement.

11.3. 責任和賠償的限制

Limitation of Liability and Indemnification

- 11.3.1. 金猴證券、其業務代理、以及資訊供應者對於由於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括（但不限於）：

HK Monkey, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including but without limitation:

- 11.3.1.1. 通過不受金猴證券控制的電子或其他系統與金猴證券進行通訊往來的延誤、失靈或不準確；

delays, failure or inaccuracies in transmission of communications to or from HK Monkey through Electronic Securities Trading Services that are not under our control；

- 11.3.1.2. 由金猴證券或其資訊供應者所提供的股市研究、分析、市場數據定以及其他資訊私延誤、不準確、遺漏或缺乏；

delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information provided by HK Monkey or its Information Providers;

- 11.3.1.3. 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼、密碼、和/或戶口號碼；及

unauthorized access to communications systems, including unauthorized use of the Client Login ID, Password(s) and/or account numbers; and

- 11.3.1.4. 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。

war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

- 11.3.2. 客戶同意，如客戶違反了客戶協議（包括本補充協議）、適用的法例或規例、或任何第三方的權利，包括（但不限於）對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使金猴證券、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證金猴證券、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本補充協議，客戶在此的責任將仍然有效。

The Client agrees to defend, indemnify and hold HK Monkey, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement (including this Supplemental Agreement), applicable laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Supplemental Agreement.

- 11.3.3. 客戶接受，儘管金猴證券將盡力確保所提供的資訊的準確性和可靠性，金猴證券並不能絕對保證這些資訊準確和可靠，及對於資訊 出現任何

不準確或遺漏而導致客戶遭受的任何損失或損害，金猴證券概不承擔責任（無論是在民事之過失、合約或其他法律上的）。

The Client accepts that while HK Monkey endeavours to ensure the accuracy and reliability of the Information provided, HK Monkey does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

11.4. 電子證券交易服務之終止

Electronic Securities Trading Services

- 11.4.1. 金猴證券保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的登入號碼、密碼、和 / 或戶口號碼、違反本補充協議或客戶協議、金猴證券未能繼續從任何資訊供應者獲得任何資訊、或金猴證券與資訊供應者之間的一個或多個協議被終止，終止客戶連接電子證券交易服務或其他任何部份。

HK Monkey reserves the right to terminate the Client's access to the Internet to the Electronic Securities Trading Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Login ID, password(s) and/or account number(s), breach of this Supplemental Agreement, the Client Agreement or discontinuance of HK Monkey's access to any Information from any Information Provider or termination of one or more agreements between HK Monkey and Information Providers.

- 11.4.2. 若金猴證券終止電子證券交易服務，資訊供應者及金猴證券將無需向客戶承擔任何責任。

In the event of termination by HK Monkey, the Information Providers and HK Monkey shall have no liability to the Client.

11.5. 風險披露

Risk Disclosure

- 11.5.1. 金猴證券要求客戶參閱客戶協議中所載的風險披露聲明。

HK Monkey refers the Client to the Risk Disclosure Statements contained in the Client Agreement.

- 11.5.2. 客戶承認並接受倘若其透過電子證券交易服務進行交易，客戶將會承受系統相關的風險，包括硬件和軟件發生故障的風險。任何系統發生故障的後果可能使客戶的指示不能按其指示執行或根本沒有被執行。

The Client acknowledges and accepts that if he undertakes transactions on Electronic Securities Trading Services, he will be exposed to risks associated with the system including the failure of hardware and software, and that the result of any system failure may be that his instructions is either not executed according to his instructions or is not executed at all.

- 11.5.3. 客戶承認並接受，由於無法預計的通訊阻塞或其他原因，電子傳送不一定是一種可靠的通訊方法。通過電子證券交易服務進行的交易，在傳送和接收客戶指示或其他資料會出現延遲，在執行客戶指示時會出現延遲或以不同於客戶發出指示時的價格執行其指示，通訊設施亦會出現故障或中斷。客戶還需承擔通訊中之誤解或錯誤的風險，而指示發出後通常不可取消。

The Client acknowledges and accepts that due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication, that transaction conducted via Electronic Securities Trading Services are subject to delays in transmission and receipt of his instructions or other information, delays in execution or execution of his instructions at prices different from those prevailing at the time his instructions were given, transmission interruption or blackout, that 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.

11.6. 一般事項

General

- 11.6.1. 倘若發生任何爭議，客戶同意以金猴證券的記錄（包括電子記錄）為準。

In the event of any dispute between the parties, the Client agrees that the records of HK Monkey (including electronic records) shall prevail.

- 11.6.2. 本補充協議之任何條款及所有透過電子證券交易服務完成的交易適用香港特別行政區法律，各方當事人甘願受香港法院的非專屬司法管轄權管轄。

This Supplemental Agreement and all transactions effected through Electronic Securities Trading Services are governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

- 11.6.3. 金猴證券可不時修改本補充協議之條款，並會以書面方式或向客戶發出合理通知。

HK Monkey may change the terms in this Supplemental Agreement from time to time by giving the client reasonable notice in writing.

- 11.6.4. 本補充協議的中文及英文如有義異，概以英文本為準。

In the event of discrepancy, the English version of this Supplemental Agreement prevails.

12. 關於個人資料（私隱）條例（「私隱條例」）的客戶通知

CIRCULAR TO CUSTOMERS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE ("THE ORDINANCE")

- 12.1. 以往，客戶在申請開立戶口、延續戶口及建立或延續財務信貸便利服務時，要不時向本公司提供有關的資料。

From time to time, it is necessary for customers to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities.

- 12.2. 若未能向本公司提供所需資料會導致本公司無法開立或延續戶口或延續財務信貸便利服務。

Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue credit facilities.

- 12.3. 在客戶與本公司的正常業務往來過程中，本公司亦會收集客戶的資料。
It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship.
- 12.4. 客戶的資料將可能會用於下列用途：內容
The purposes for which data relating to a customer may be used are as follows:—
- 12.4.1. 為提供服務和信貸便利給客戶之日常運作；
the daily operation of the services and credit facilities provided to customers; 12.4.2. 作信貸檢查；
conducting credit checks;
- 12.4.3. 協助其他財務機構作信貸檢查；
assisting other financial institutions to conduct credit checks;
- 12.4.4. 確保客戶的信用維持良好；
ensuring ongoing credit worthiness of customers;
- 12.4.5. 為客戶設計財務服務或有關產品；
designing credit facilities or related products for customers' use;
- 12.4.6. 宣傳財務服務或有關產品；
marketing credit facilities or related products;
- 12.4.7. 確定本公司對客戶或客戶對本公司的債務；
determining the amount of indebtedness owed to or by customers;
- 12.4.8. 向客戶及為客戶提供擔保或抵押的人仕追收欠款；
collection of amounts outstanding from customers and those providing security for customers' obligation;
- 12.4.9. 根據本公司須遵守的規則、條例及法例要求作出披露；及
meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on the Company; and 12.4.10. 與上述有關的用途。
purposes relating thereto.
- 12.5. 本公司會把客戶的資料保密，但本公司可能會把有關資料提供給：
Data held by the Company relating to a customer will be kept confidential but the Company may provide such information to:—
- 12.5.1. 任何中介人、承包商，或提供行政、電訊、電腦、支付、或其他和本公司業務運作有關的服務的第三者服務供應商；
any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Company in connection with the operation of its business;
- 12.5.2. 任何對本公司有保密責任的人，包括對本公司有保密資料承諾的專業人士及中介人（包括律師、會計師及信貸管理代理等）；
any other person under a duty of confidentiality to the Company including professionals and agents (including lawyers, accountants and debt collection agents) who have undertaken to keep such information confidential;
- 12.5.3. 任何和客戶已有或建議交易的金融機構或財務機構；
any financial institution with which the customer has or proposes to have dealings;
- 12.5.4. 任何本公司的實在或建議受讓人或參與人或附屬參與人或本公司對客戶的權利的受讓人；及
any actual or proposed assignee of the Company or participant or sub participant or transferee of the Company' rights in respect of the customer; and
- 12.5.5. 任何本公司有責任披露該等資料之其他政府或規定之機構。
any other governmental or regulatory authorities to which the Company is under a duty to disclose such data.
- 12.6. 有關實施香港投資者識別碼制度
Hong Kong Investor Identification Regime (HKIDR):
- 12.6.1. 閣下明白並同意，本公司為了向閣下提供與在香港聯合交易所（聯交所）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（證監會）的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與閣下有關的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括——
You acknowledge and agree that the Company may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes;
- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下的個人資料（包括客戶識別信息及券商客戶編碼）；
disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- (b) 允許聯交所：(i)收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用有關資料進行分析；及
allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
- (c) 允許證監會：(i)收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。
allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements
- 12.6.2. 閣下亦同意，即使閣下其後宣稱撤回同意，我們在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。
You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.
- 12.6.3. 閣下如未能向我們提供個人資料或上述同意，可能意味著我們不會或不能夠再（視情況而定）執行閣下的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取閣下現有的證券持倉（如有）除外。
Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).
- 12.7. 本公司可將其收集之任何個人資料與香港或海外之政府團體、其他規定機構、公司、機構或個人收集之資料相對、比較、轉移或交換以作為查對有關資料之用途。
The Company may match, compare, transfer or exchange any personal data collected by it with the data collected by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purposes of verifying those data.
- 12.8. 根據私隱條例中的條款，任何人：
Under and in accordance with the terms of the Ordinance any individual:—
- 12.8.1. 有權審查本公司是否持有他的資料及有權查閱有關的資料；
has the right to check whether the Company holds data about him and the right of access to such data;
- 12.8.2. 有權要求本公司改正有關他不準確的資料；
has the right to require the Company to correct any data relating to him which is inaccurate;

12.8.3. 有權查悉本公司對於資料的政策及實際運用及被告知本公司持有關於他的何種個人資料。

has the right to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.

12.9. 根據私隱條例的規定，本公司有權就處理任何查閱資料的要求收取合理費用。

In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

12.10. 任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，應向下列人仕提出：

The person to whom requests for access to data or correction of data for information regarding policies and practices and kinds of data held are to be addressed is as follows:

負責人員
金猴證券有限公司
香港金鐘道 89 號
力寶中心一座 2307
室

電話: 2805 8588 傳真: 2805 6330

Responsible Officer
HK Monkey Securities Limited
Unit 2307, Tower 1, Lippo Center,

89 Queensway, Admiralty, Hong Kong.
Tel: 28058588 Fax: 2805 6330

上述詮釋，均以英文版本為準

In the event of discrepancy, the English version of this document prevails.

日期:

Date: _____

註冊人士的聲明 Declaration of registered person:

我 _____ (註冊人之姓名) _____ (中央編號) 經已於下列地址，以他/她/他們明白的語言，向 _____ (客戶姓名) 全部清楚解釋就《證券及期貨事務監察委員會持牌人或註冊人操守準則》所提供有關的風險披露聲明書的內容。

I, _____ (name of registered person) _____ (CE number), have fully explained the contents of the risk disclosure statements in relation to the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission" to _____ (name of Client) at the following address in a language which he/she/they understand(s).

- 香港金鐘道 89 號力寶中心一期 2307 室

Unit 2307, Tower 1, Lippo Center, 89 Queensway, Admiralty, Hong Kong

- 其他地址

Other location _____

註冊人簽署 Signed by registered person

日期 Date

客戶

SIGNED by the Client)

在見證人見證下簽署)

in the presence of:)

見證人 Witness:)

姓名 Name:)

職位 Occupation:)

客戶簽署 / 授權簽署 Client Signature/ Authorized Signature(s)

商業印鑑 Business Chop

由金猴證券有限公司之授

權簽署人簽署)

SIGNED by an Authorized signatory)

for an on behalf of)

HK MONKEY SECURITIES)

LIMITED)

For and on behalf of

HK Monkey Securities Limited

金猴證券有限公司

授權簽署 Authorized Signature

擔保書
Letter of Guarantee

戶口號碼

Account Name:

戶口號碼

Account No.:

致：金猴證券有限公司

香港金鐘金鐘道 89 號力寶中心一期 2307 室

(經營證券交易的業務，並根據證券及期貨條例獲發牌經營第一類(證券交易)，第四類(就證券提供意見)及第九類(資產管理)業務(中央編號：BJV607))。

To : HK MONKEY SECURITIES LIMITED

Unit 2307, Tower 1, Lippo Center, 89 Queensway, Admiralty, Hong Kong

(HK Monkey Securities Limited ("HK Monkey") carries on the business of dealing in securities and is licensed to carry on Type 1, Type 4 & Type 9 regulated activity (dealing in securities, Advising on securities & asset management) under the Securities and Futures Ordinance (CE No. BJV607)).

In consideration of you having agreed at my/our request and at the request of _____ (the "Client") to make advances to or coming under liabilities to or on account of (the "Liabilities") the Securities Trading Account No. _____ of the Client maintained with you to such extend and upon and subject to such terms and conditions as shall be stipulated by you from time to time, I/We hereby irrevocably and unconditionally undertake and guarantee to you as follows:

就本人/吾等及 _____ (「該客戶」) 要求 貴公司對該客戶開設在 貴公司之證券買賣戶口(賬戶號碼 _____) 不時墊付或將會產生或現存之債項(「債項」)，並遵照 貴公司所訂定之條款和狀況，本人/吾等 _____ 在此就下列各項向 貴公司作出不能撤換及無條件之承擔及保證：

- 1) 該客戶在到期日及在 貴公司之要求下準時償還拖欠 貴公司之債項之全部，不論是本金或利息；
the prompt and punctual payment to you by the Client of all sums of monies whether of principal, interest or otherwise, due and payable on demand by you on the Liabilities;
- 2) 若該客戶不能償還其拖欠 貴公司之部份或全部款項，或出現任何違反有關訂訂及條款之情形，本人/吾等作為擔保人，不只作為保證，並承諾在 貴公司要求下向 貴公司支付任何及全部欠款和所有其他支出及費用，這包括但不限於利息和執行此保證之法律支出及費用；
if default shall be made by the Client in payment of any or all of the monies owed to you by the Client or if there shall be any breach of the said covenants and conditions, I/we, as guarantor and not merely as surety, hereby undertake to pay to you on demand any and all of the monies owed and all other expenses and costs including but not limited to the interests and legal expenses and costs for enforcing this security;
- 3) 本人/吾等將全面賠償 貴公司就該客戶之違規而可能導致之損失及支出。
I/we will keep you fully indemnified against all losses, damages, cost and expenses or otherwise which may be incurred by you as a result of default being made by the Client.

此擔保書將是一延續性之擔保，直至所有欠款全數清還(這不受制於任何法律條文或等同規條之修改)，本人/吾等之責任才得解除。

This Guarantee shall be a continuing guarantee and my/our obligations shall not be discharged or released until the whole of the monies shall have been paid in full notwithstanding any rule of law or equity to the contrary.

擔保人姓名: X

Guarantor's Name: _____

香港身份證號碼: _____

HKID No: _____

地址: _____

Address: _____

聯絡電話: _____

Contact Phone No.: _____

Appointment of Agent to Accept Service

We, _____ hereby authorize and appoint _____ (Name) of

_____ (Address) (or such other person being a firm of solicitors or

authorized institution in Hong Kong Special Administrative Region as it may substitute by notice to the Agent and, through the Agent, to you) to accept service of all legal process arising out of or connected with the Cash Client and or margin client Agreement with you dated . Service on such person(s) (or substitute) shall be deemed to be service on us whether or not process is forwarded to or received by it. Except upon such a substitution, we undertake not to revoke any such authority or appointment, at all times to maintain an agent for service of process in Hong Kong Special Administrative Region and, if any such agent ceases for any reason to be an agent for this purpose, forthwith to appoint another agent and advise the Agent accordingly.

Authorized Signature(s) and Company Chop of Client

Guarantor's Name: _____

