

Cash Client Agreement, Terms & Condition  
現金客戶協議書、條款及細則

**UOB**KayHian  
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[www.uobkayhian.com.hk](http://www.uobkayhian.com.hk)

## CASH CLIENT AGREEMENT (Applicable to Individual / Sole Proprietorship / Joint / Partnership Accounts)

### 現金客戶協議 (適用於個人、獨資經營、聯名及合夥經營戶口)

(Applicable to Individual / Sole Proprietorship / Joint / Partnership Accounts)

To: UOB KAY HIAN (HONG KONG) LIMITED ("UOBKH(HK)L"), whose CE number is AAW261 and who is a participant of The Stock Exchange of Hong Kong Limited (the "Exchange"), and being a licensed corporation under the Securities and Futures Ordinance ("SFO") (Cap.571) licensed to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) of the regulated activities and registered as such with the Securities and Futures Commission of Hong Kong ("SFC"), having its registered office at 15/F, Aon China Building, 29 Queen's Road Central, Hong Kong.

#### 1 THE CLIENT

In this Agreement the "Client" shall mean the following person as the case may be:

- 1.1 **Personal account:** the person entering into this Agreement with UOBKH(HK)L to open and/or continue one or more personal accounts and whose name is specified on the signature page below;
- 1.2 **Sole proprietorship account:** the firm named on the signature page below (the "Firm") and the person, being the sole proprietor of and carrying on business under the name of the Firm, specified on the signature page below (the "Proprietor") who enters into this Agreement with UOBKH(HK)L to open and/or continue one or more sole proprietorship accounts for the Firm;
- 1.3 **Joint account:** the persons, acting jointly and severally, and each of them entering into this Agreement with UOBKH(HK)L to open and/or more joint accounts and whose names are specified on the signature page below (the "Joint Account Holders"); or
- 1.4 **Partnership account:** 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 signature page below (the "Partners") who enter into this Agreement with UOBKH(HK)L to open and/or continue one or more partnership accounts for the Firm

#### 2 MANDATE

The Client requests and authorises UOBKH(HK)L as follows:-

- 2.1 **Accounts:** To open and/or continue one or more accounts in Hong Kong acceptable to UOBKH(HK)L in the name of the Client for trading securities on a cash basis (together and each, the "Account"), including, without limitation, securities traded on the Growth Enterprise Market ("GEM") and the Main Board operated by The Stock Exchange of Hong Kong Limited (the "Exchange");
- 2.2 **Instructions and receipts:** To honour and comply with all instructions (given by telephone, telex, fax, electronic mail or other electronic transmission, letter or otherwise) in connection with the Account or the Client's securities trading (for all of which the Client shall be liable), in particular with regard to:-
  - (a) the purchase and sale of securities, the deposit of margin, and the withdrawal of funds from the Account;
  - (b) the delivery or disposal of all or any securities, documents, or other property of the Client held by UOBKH(HK)L from time to time, whether held by way of margin, security, safe custody or otherwise;
  - (c) the countermanding of any instructions hereunder;

and to accept all receipts as a valid discharge to UOBKH(HK)L for all moneys or securities owing or held by UOBKH(HK)L or its nominees in connection with the Account, if the same are believed by UOBKH(HK)L to be genuine and to be given, signed or executed by the number of named account holder(s)/partner(s) specified at paragraph 3 of the Client Information Statement (as hereinafter defined) or by the number of other named person(s) (if any) specified at paragraph 8 of the Client Information Statement (as hereinafter defined) or by any other person or persons authorised herein or otherwise (together "authorised persons"), without UOBKH(HK)L being responsible for the consequences of any action or inaction in reliance thereon.

In this Agreement, "securities" means stocks, shares, bonds, warrants, options, notes, interests in any collective investment scheme and other equity or debt securities or any financial instruments, in each case whether constituted, evidenced or represented by a certificate or other document or by an entry in the accounts of the issuer, a clearing house, a depository, a custodian or any other person or otherwise, and rights against clearing houses, depositories, custodians or other persons holding any such securities or instruments.

#### 3 GENERAL TERMS AND CONDITIONS

In consideration of UOBKH(HK)L acting as the Client's broker in the purchase or sale of securities, the Client agrees and confirms as follows:-

- 3.1 **Instructions:** UOBKH(HK)L will be entitled (but not obliged) to require any oral, telex, fax, electronic mail or other electronically transmitted instructions to be confirmed by letter within such period as UOBKH(HK)L may specify, provided that any failure on the Client's part to

(適用於個人、獨資經營、聯名及合夥經營戶口)

致: 大華繼顯(香港)有限公司("大華繼顯"), 證監會中央編號為AAW261。它是香港聯合交易所有限公司("聯交所")的交易所參與者, 亦是按證券及期貨條例(第五七一章)獲發牌進行第1類受規管活動(證券交易)、第4類受規管活動(就證券提供意見)及第6類受規管活動(就機構融資提供意見)的發牌團體, 並已於證券及期貨事務監察委員會("證監會")註冊, 其註冊辦事處設於香港皇后大道中廿九號怡華人行十五樓。

#### 1 該客戶

在本協議中, 「該客戶」是指下列人士, 視情況而定:

- 1.1 **個人戶口:** 與大華繼顯訂立本協議, 以開立及/或維持一個或更多個人戶口的人士, 其姓名載於後頁簽署欄;
- 1.2 **獨資經營戶口:** 後頁簽署欄中所載之商號(「該商號」), 以及作為該商號獨資經營者並以該商號名義經營業務的人士, 其姓名載於後頁簽署欄(「該獨資經營者」), 並由該名人士與大華繼顯訂立本協議, 為該商號開立及/或維持一個或更多獨資經營戶口;
- 1.3 **聯名戶口:** 各自與大華繼顯訂立本協議, 以開立及/或維持一個或更多聯名戶口的該等人士(共同及分別地行事), 彼等姓名載於後頁簽署欄(「聯名戶口持有人」); 或
- 1.4 **合夥經營戶口:** 該商號及該商號全體合夥人及以該商號名義經營業務的人士(彼等姓名載於後頁簽署欄, 「合夥人」), 彼等共同及分別行事並各自與大華繼顯訂立本協議, 為該商號開立及/或維持一個或更多合夥經營戶口。

#### 2 委託書

該客戶茲要求及授權大華繼顯如下事宜:

- 2.1 **戶口:** 以該客戶名義, 在香港開立及/或維持一個或更多獲大華繼顯接納的戶口, 以現金方式買賣證券(統稱及分別稱為「該戶口」), 包括但不只限於在香港聯合交易所(「聯交所」)創業板市場(「創業板」)及主板買賣證券;
- 2.2 **指示及收據:** 執行及遵照關於該戶口或該客戶買賣證券的一切指示(以電話、電傳、傳真、電郵或其他電子傳送方式、信件或其他方式發送, 該客戶須對一切該等指示承擔責任), 特別指:

- (a) 買賣證券、存放保證金、以及從該戶口提取資金;
- (b) 交付或處理不時由大華繼顯持有該客戶的一切或任何證券、文件或其他財物, 不論是以保證金、抵押品、保管物品或其他方式持有;
- (c) 撤銷根據本協議發出的任何指示;

[並接納所有指示的收訖為有效履行對大華繼顯或其代名人關於該戶口所欠或持有的一切款項或證券的責任, 如大華繼顯相信該等指示是真實的, 同時是由客戶資料聲明(見以下定義)第3段所載戶口持有人/合夥人, 或由客戶資料聲明(見以下定義)第8段所載其他人士(如有), 或由本協議或其他方式所授權的任何其他人士(統稱「獲授權人士」)發出或、簽署或簽立, 大華繼顯無須承擔因依照指示行動或不行動引致的後果。]

在本協議中, 「證券」指股票、股份、債券、認股權證、期權、票據、任何集體投資計劃內的權益及其他權益或債務證券或任何金融工具, 不論是否用證明書或其他文件設立、證明或代表, 或由發行人、結算所、寄存處、保管人或任何其他人士記入賬內, 「證券」又指可對結算所、寄存處、保管人或對持有任何該等證券或票據的其他人士行使的權利。

#### 3 一般條款及細則

鑒於大華繼顯擔當該客戶的證券買賣經紀, 該客戶同意及確認如下:

- 3.1 **指示:** 大華繼顯有權(但無責任)要求任何口頭、電傳、傳真、電子郵件或其他方式以電子方式傳送的指示, 在大華繼顯指明的期限內, 以書面確認, 但該客戶如未有確

- confirm or delay in confirming will not prejudice UOBKH(HK)L in acting on oral, telex, fax, electronic mail or other electronically transmitted instructions alone and the Client shall indemnify UOBKH(HK)L on demand against any loss or expense incurred by UOBKH(HK)L in connection with acting on any such instruction.
- 3.2 **Settlement of transactions:** In respect of each transaction effected by UOBKH(HK)L for the Client pursuant to this Agreement, unless UOBKH(HK)L is already holding cash or securities on the Client's behalf to settle that transaction or otherwise agreed, the Client will (1) pay UOBKH(HK)L cleared funds or deliver securities to UOBKH(HK)L in deliverable form or (2) otherwise ensure that UOBKH(HK)L has received such funds or securities by such time as UOBKH(HK)L has notified the Client in relation to that transaction. If the Client fails to comply with this paragraph 3.2, UOBKH(HK)L may sell, borrow, purchase or otherwise deal with the relevant securities in accordance with paragraph 3.14.
- 3.3 **Client bears trading losses:** The Client is aware that securities markets are rapidly changing markets and that the inherent risk of loss in trading in securities can be substantial, that the risks involved in trading securities have been fully explained to the Client and that the Client will at no time hold UOBKH(HK)L responsible in any manner whatsoever for any losses resulting from any such trading, in particular through following advice of UOBKH(HK)L's employees or agents. Subject to paragraph 3.44 and as may be otherwise agreed between the Client and UOBKH(HK)L, the Client acknowledges that UOBKH(HK)L will not provide the Client with any advice regarding the suitability, profitability, tax, legal or accounting consequence of any transaction or investment strategy. The Client acknowledges that decisions regarding the conduct of a transaction are made by the Client in the Client's sole judgment.
- 3.4 **Closure of accounts:** Without prejudice to any of UOBKH(HK)L's other rights, UOBKH(HK)L shall be entitled at any time (and without liability on UOBKH(HK)L's part and without assigning any reason therefor) to refuse to act on any particular instructions (including any instructions countermanning other instructions) and/or, on at least two banking days' notice, to close the Account and terminate its relationship with the Client. No such termination under this paragraph 3.4 shall in any way prejudice or affect any transaction which shall have been effected by UOBKH(HK)L for and on behalf of the Client and the rights and obligations of UOBKH(HK)L and the Client which shall have accrued prior to such termination.
- 3.5 **Client/UOBKH(HK)L acts as principal/agent:** Unless the Client expressly notifies UOBKH(HK)L to the contrary, UOBKH(HK)L may assume that the Client is acting as principal and not as agent for others. The Client warrants that the Client is the true owner of the Account and that the Client is not holding the Account on behalf of or for the benefit of any other person, except that, where such warranty would not be correct, the Client will instead provide forthwith to UOBKH(HK)L a signed declaration by the Client stating the name of the person for whom or for whose benefit the Client is holding the Account, in which event the provisions of paragraphs 3.28 to 3.32 shall apply. UOBKH(HK)L will act as the Client's agent in effecting all transactions with respect to securities under this Agreement, but UOBKH(HK)L may indicate (in the contract note for the relevant transaction or otherwise) that UOBKH(HK)L or any person related to UOBKH(HK)L is also acting as principal as the counterparty to any such transaction effected by UOBKH(HK)L on the Client's behalf.
- 3.6 **Laws, rules and regulations:** The Client, UOBKH(HK)L and all transactions with respect to securities made for or on the Client's behalf shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC") and The SEHK Options Clearing House Limited ("SEOH")) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable (including, without limitation, the laws of Hong Kong) as amended from time to time. All actions taken by UOBKH(HK)L in accordance with such laws, rules and regulations shall be binding on the Client. UOBKH(HK)L is authorised to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. UOBKH(HK)L does not by this Agreement offer finance for any such transactions. The Client agrees to be bound by all UOBKH(HK)L's rules and regulations applicable from time to time to the Account or the Client's securities trading.
- 3.7 **Charge/lien on securities:** All securities which are now or shall at any time hereafter be held or carried by UOBKH(HK)L for or on the Account and all money and other property at any time held by UOBKH(HK)L as margin or otherwise on the Client's behalf shall be charged to or held by UOBKH(HK)L as a first priority fixed continuing security for the payment and/or discharge to UOBKH(HK)L of all and any of the Client's liabilities to UOBKH(HK)L whatsoever (whether on the Account, arising from the business of dealing in securities or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint) and with respect to such security:-
- (a) such charge shall attach to all dividends or interest paid or payable after the date hereof on such securities and all stocks, shares (and the dividends or interest thereon), rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities;
- (b) upon default by the Client in payment on demand or earlier when due of any of the Client's indebtedness to UOBKH(HK)L or any other default by the Client hereunder, UOBKH(HK)L shall have the right, acting in good faith but without notice to the Client, to sell or otherwise realise the whole or any part of the subject matter of such security as
- 認或延遲確認指示，也不會妨礙大華繼顯執行單以口頭、電傳、傳真、電郵或其他電子方式傳輸的指示，大華繼顯因執行任何該等指示所承受的任何損失或支出，該客戶須按要​​求向大華繼顯作出彌償。
- 3.2 **交易結算：**就大華繼顯按本協議為該客戶完成的各項交易，除非大華繼顯已代該客戶持有現金或證券作結算之用，或雙方另有協議，否則該客戶須(1)支付給大華繼顯可即時動用的資金或可交收的證券，或(2)保證大華繼顯在通知期限前收到該項交易的資金或證券。如該客戶未能遵守本3.2段條款之規定，大華繼顯可按第3.14段規定，出售、借入、購買或以其他方式處理有關證券。
- 3.3 **客戶承擔交易損失：**該客戶明白，證券市場變化迅速，買賣證券有蒙受鉅額損失的潛在風險，該客戶已獲得證券交易涉及的風險的充份解釋；該客戶因任何交易蒙受損失，特別是因遵照大華繼顯僱員或代理人意見而蒙受損失，在任何情況下，該客戶將不可要求大華繼顯承擔任何責任。除第3.44段另有規定及該客戶與大華繼顯可能另行同意外，該客戶確認大華繼顯將不會向該客戶提供有關任何交易或投資策略的適合性、盈利能力、稅項、法律或會計後果的任何意見。該客戶確認進行交易的決定全憑該客戶本人按其個人判斷所作。
- 3.4 **結束戶口：**在不妨礙大華繼顯的任何其他權利下，大華繼顯有權在任何時候(大華繼顯無須承擔任何責任及同時無須申述理由)拒絕執行任何個別的指示(包括撤銷其他指示的任何指示)，以及/或經發出至少兩個銀行日的通知，結束該戶口及終止與該客戶的關係。根據本3.4段終止與該客戶關係並不會妨礙或影響大華繼顯代表該客戶完成的任何交易，以及在終止關係前大華繼顯與該客戶已產生的權利及責任。
- 3.5 **客戶與大華繼顯的關係為當事人與代理人關係：**除非該客戶明確地給予大華繼顯相反的通知，否則大華繼顯可假定該客戶為委託人，而不是擔當其他人的代理人。該客戶保證，該客戶是該戶口的真正擁有人，該客戶不是代任何其他人或為任何其他人的利益持有該戶口，除非該項保證不正確，在此情況下，該客戶須立即另外給予大華繼顯已簽署的聲明，申明該客戶代為或為的利益而持有該戶口的人士的姓名，而在此情況下，第3.28至3.32段規定應告適用。大華繼顯將擔當該客戶的代理人，執行本協議下的一切證券交易，但大華繼顯可表明(在有關交易或其他方面的合約單據)，大華繼顯或與大華繼顯有關的任何人士，亦擔當為代表該客戶所執行的任何交易的另一方的主事人。
- 3.6 **法例、規則及規例：**該客戶、大華繼顯及為該客戶所執行的一切有關證券的交易，將受交易所、市場或其結算公司(包括但不只限於聯交所、香港中央結算有限公司及聯交所期權結算所有限公司)不時生效的章程、附例、規則、判決、規例、交易徵費及其他徵費、慣例及習慣(包括但不只限於交易及結算)的規限(如有者)，以及受任何政府或規管機關不時修訂的一切適用法例、規例及法令(包括但不只限於香港法例)的規管。大華繼顯按該等法例、規則及規例所採取一切行動，對該客戶均具有約束力。大華繼顯茲獲授權，按有關交易所、市場或結算公司所訂規則，收取交易或其他徵費。大華繼顯並不因為本協議而對任何有關交易提供融資。該客戶同意受大華繼顯不時適用於該戶口及該客戶證券交易的一切規則及規例約束。
- 3.7 **對證券的押記/留置權：**現在或嗣後任何時候由大華繼顯為該戶口持有或維持的一切證券，以及大華繼顯不時作為保證金或因其他用途為該客戶持有的一切款項及其他財產，應押記給大華繼顯或由大華繼顯持有作為第一優先固定連續抵押品，以擔保償還該客戶所欠大華繼顯的一切或任何債項(不論是該戶口因買賣證券或其他方面而產生的債項，亦不論是實際或或有債項、現在或將來的債項、主要或附屬債項，以及分別或共同債項)，而就該等抵押品：
- (a) 該項押記應附於本協議訂立日期後該等證券所支付或應付的一切股息或利息，以及該等證券不時以贖回、紅股、優先權、認購權或其他方式，所產生或提供的一切股票、股份(及其股息或利息)、權利、款項或財產；
- (b) 如該客戶未有按要求或如期償還任何所欠大華繼顯的債項，或違反本協議項下的任何其他規定，

when and how and at such price and on such terms as UOBKH(HK)L shall think fit, in each case without any liability on UOBKH(HK)L to the Client for any such action, except in the case of gross negligence or wilful default, and to apply the net proceeds of such sale or realisation and any moneys for the time being in UOBKH(HK)L's hands in or towards discharge of the Client's indebtedness to UOBKH(HK)L in such order as UOBKH(HK)L may select;

- (c) such security shall be a continuing security unaffected by any intermediate payment and shall be in addition to and shall not prejudice or be prejudiced by any lien, right of set-off or other security which UOBKH(HK)L may hold at any time for the Client's indebtedness to UOBKH(HK)L or by any release, modification or abstention from enforcement or other dealing therewith or thereof. Without prejudice to the above, all securities held for the Account shall be subject to a general lien in favour of UOBKH(HK)L for the performance of the Client's obligations to UOBKH(HK)L arising in respect of dealing in securities for the Client.

3.8 **Margin and other payments:** Despite any of the other provisions of this Agreement, the Client will pay all the Client's indebtedness to UOBKH(HK)L on demand or earlier when due and at UOBKH(HK)L's request will deposit such margins in money (by cash or bank cashier order), securities or otherwise and maintain such security with UOBKH(HK)L as UOBKH(HK)L deems satisfactory or which may be required by the rules of any exchange or market of which UOBKH(HK)L is a member or to which UOBKH(HK)L may have any obligation, and each such margin/security call shall be met immediately.

3.9 **Combination of accounts and application of balances:** UOBKH(HK)L may at any time or times without notice to the Client combine or consolidate all or any of the Client's accounts (including the Account) with, and liabilities to, UOBKH(HK)L and any other UOB Kay Hian Group Companies and apply any credit balance to which the Client is entitled from time to time (whether on the Account or otherwise and including all deposits, unmatured or otherwise, and whether subject to notice or not and in whatsoever currency) in or towards satisfaction of all or any of the Client's liabilities to UOBKH(HK)L and any other UOB Kay Hian Group Companies whatsoever (whether on the Account or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint). UOBKH(HK)L may use any credit balance to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by UOBKH(HK)L at the spot rate of exchange (as conclusively determined by UOBKH(HK)L prevailing in such foreign exchange market as UOBKH(HK)L shall determine to be relevant on the date of such purchase).

3.10 **No authority to lend/borrow/charge/part with possession of Client's securities:** Unless UOBKH(HK)L obtains a standing authority from the Client, UOBKH(HK)L shall not:

- (a) deposit any of the Client's securities with a banking institution as collateral for an advance or loan made to UOBKH(HK)L, or with the HKSCC as collateral for the discharge of UOBKH(HK)L's obligations under the clearing system;
- (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.

3.11 **Power to sell securities:** Whenever and so often as UOBKH(HK)L deems it advisable for UOBKH(HK)L's protection, by reason of insufficiency of margin, security or otherwise or for compliance with any rules of any relevant exchange, clearing house or broker, and upon any closure of the Account or termination of UOBKH(HK)L's relationship with the Client, all amounts owing by the Client to UOBKH(HK)L, including without limitation any commissions, expenses or interest, will (to the extent, if any, not already due and payable on demand) immediately become due and payable to UOBKH(HK)L on demand and UOBKH(HK)L is irrevocably authorised at UOBKH(HK)L's discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to the Client, and on the stock exchanges or futures exchanges where such business is usually transacted or by private sale, or purchase as the case may be, to buy in any or all securities of which the Client's account is short and/or sell any or all securities which UOBKH(HK)L is holding or carrying for or on the Client's account and/or close out any open contract or position and/or cancel any outstanding orders, in each case without any liability on UOBKH(HK)L's part to the Client for any such action taken except in the case of gross negligence or wilful default. The net proceeds of any such sale, or the securities received on any such purchase, shall be applied in such order as UOBKH(HK)L may select against the Client's indebtedness to UOBKH(HK)L, or to the Client's short position with UOBKH(HK)L, without prejudice to the Client's liability for any deficiency.

3.12 **Commissions, expenses etc:** The Client will pay to UOBKH(HK)L all commissions incurred by the Client or UOBKH(HK)L on the purchase or sale of securities, including all commissions that may be incurred relative to UOBKH(HK)L's selling or purchasing securities pursuant to paragraph 3.7 or 3.11 above, and any expenses related to the custody of any securities. The Client undertakes to indemnify UOBKH(HK)L and its officers, employees and agents for any loss, cost, claim, liability or expenses arising out of or connected with any breach by the Client of its obligations to UOBKH(HK)L, including without limitation costs incurred in enforcing any security over the Client's assets or otherwise collecting any debts due by the Client or in

大華繼顯有權本著真誠但無須通知該客戶，按大華繼顯認為適當的時間、方式、價格及條款，出售或以其他方式變賣全部或任何部份抵押品，大華繼顯無須就任何該等行動，承擔任何責任，除非是有重大疏忽或蓄意失責；大華繼顯可將出售或變賣所得款項淨額，以及當時持有的任何款項，按大華繼顯選擇的次序，用於償還該客戶所欠大華繼顯的債項；

該等抵押品屬於連續抵押品，不受任何中間還款影響，同時應附加於及不受任何留置權、抵銷權或大華繼顯不時就該客戶所欠債項所持有的其他抵押品妨礙，或受任何發還、修訂或放棄執行或其他處置妨礙。在不妨礙上述規定的情況下，就該戶口所持有的一切抵押品，應設立以大華繼顯為受益人的一般留置權，作為該客戶履行就大華繼顯為該客戶買賣證券所引致的責任的保證。

3.8 **保證金及其他付款:** 縱使本協議另有規定，該客戶須按要求或如期償還所欠大華繼顯的債項，並須應大華繼顯要求，存入款項（以現金或銀行本票）、證券或其他抵押品作為保證金，同時維持該等抵押品於大華繼顯認為滿意的水平，或大華繼顯作為成員或必須遵從的任何交易所或市場的規則所限定的水平，該客戶於每次接獲通知後須立即補倉。

3.9 **合併戶口及運用結餘:** 大華繼顯可不時無須通知該客戶，合併或綜合該客戶全部或任何戶口（包括該戶口）及對大華繼顯及其他大華繼顯集團公司的債項，同時運用該客戶不時獲得的貸方結餘（不論屬於該戶口或其他方面，包括一切存款，不論到期與否，亦不論是否通知存款及屬於何種貨幣）可於償還該客戶所欠大華繼顯及其他大華繼顯集團公司的全部或任何債項（不論屬於該戶口或其他方面，亦不論是實際或或有、現在或將來、主要或附屬及分別或共同債項）。大華繼顯可基於本目的，將任何貸方結餘，用於購入任何債項的貨幣，大華繼顯可選取購入當天的外匯市場即期匯價（由大華繼顯全權決定），購入所需貨幣。

3.10 **無權借入、借出、押記、放棄管有該客戶的證券:** 除非大華繼顯獲得該客戶的常設授權，否則大華繼顯不得：

- (a) 將該客戶任何證券交付銀行，作為銀行墊款或貸款予大華繼顯的抵押品，或交付中央結算公司作為抵押品，以解除為大華繼顯履行結算制度下的責任；
- (b) 借入或借出該客戶的任何證券；或

基於任何原因，以其他方式放棄管有（除非交給該客戶或按該客戶指示）該客戶的任何證券。

3.11 **出售證券的權力:** 因保證金、抵押品不足或其他原因，或須遵照任何有關交易所、結算公司或經紀的任何規則，或當結束該戶口或終止與該客戶的關係時，而大華繼顯認為應作自我保障時，該客戶所欠大華繼顯一切款項，包括但不只限於任何佣金、支出或利息（擴展至，如有未到期及未接獲還款要求部份），將即時到期及應按要求償還，茲不可撤銷地授權大華繼顯自行酌情（在定出時間、條款及其他方面）在無須發出任何要求或通知該客戶的情況下，在慣常交易的證券或期貨交易所或透過私人買賣，買入該客戶戶口所沽空的任何或全部證券，以及/或出售大華繼顯為該客戶戶口持有或維持的任何或全部證券，以及/或平倉及/或取消任何未執行的買賣盤（視乎情況而定），就所採取的任何行動，大華繼顯無須對該客戶承擔任何責任，除非是重大疏忽或蓄意失責。因任何出售所得款項，或買入的證券，應按大華繼顯所定次序，用於償還該客戶所欠大華繼顯的債項，或用於填補該客戶的空倉，不足之數該客戶仍須承擔責任。

3.12 **佣金、費用等:** 該客戶須支付給大華繼顯一切該客戶或大華繼顯因買賣證券所引致的佣金，包括大華繼顯按上文第3.7或3.11段規定買賣證券可能須支付的一切佣金，以及保管任何證券的任何費用。該客戶承諾彌償大華繼顯及其主管人員、僱員及代理人因該客戶違反對大華繼顯的責任，而令彼等承受的損失、費用、索償、債務或支出，包括但不只限於強制執行該客戶用作抵押的資產的費用，或追討該客戶任何欠款的費用或結束該戶口

- connection with any closure of the Account.
- 3.13 **Interest on debit balances:** The Client agrees to pay interest on the daily overdue debit balance on the Account (including interest arising after a judgement debt is obtained against the Client) at the rate per annum which is equal to (a) the prime rate charged by members of The Hong Kong Association of Banks from time to time or cost of fund to UOBKH(HK)L plus (b) the margin specified in paragraph 9.5 of the Client Information Statement (as hereinafter defined) or at such other rate as notified to the Client by UOBKH(HK)L from time to time (payable on the last day of each calendar month and on any demand by UOBKH(HK)L) and there shall also be debited to the Account such commission and other charges (including reimbursement of legal and other costs) as UOBKH(HK)L may from time to time impose.
- 3.14 **Client's default:** Unless otherwise agreed, following any failure by the Client to settle any transaction in accordance with paragraph 3.2, UOBKH(HK)L is authorised, in the case of a purchase transaction, to transfer or sell the purchased securities to satisfy the Client's obligations to UOBKH(HK)L or, in the case of a sale transaction, to purchase the sold securities to satisfy the Client's obligations to UOBKH(HK)L and the Client shall reimburse UOBKH(HK)L for all loss, damage, fee, cost or expense suffered or incurred by UOBKH(HK)L in connection with any such transfer, sale or purchase or the Client's failure to make payment or delivery.
- 3.15 **Custody of securities:** Any securities (which, for the purpose of this paragraph 3.15, shall be deemed to include money and other property held by UOBKH(HK)L as margin or otherwise) held or carried by UOBKH(HK)L for or on the Client's account may at UOBKH(HK)L's discretion:
- (a) in the case of registrable securities, be registered in the Client's name or in the name of UOBKH(HK)L's nominee; or
- (b) be deposited in safe custody in a designated account with UOBKH(HK)L's bankers or with any other institution which provides facilities for 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.
- UOBKH(HK)L shall not be bound to redeliver to the Client the identical securities or certificates representing securities received by UOBKH(HK)L from or for the Client but may redeliver other securities or certificates representing securities of like kind and amount. UOBKH(HK)L's obligation shall be to deliver to the Client or the Client's lawful representative such securities or certificates representing securities of like kind and amount at the office at which the Account is carried provided that UOBKH(HK)L shall not be responsible for the loss of or damage to any securities deposited with or held by UOBKH(HK)L or its agents or otherwise on its behalf, unless due to gross negligence or wilful default on the part of UOBKH(HK)L or their employees or agents.
- 3.16 **Application of dividends and losses:** Any dividends, distributions or other benefits which accrue in respect of any securities deposited with UOBKH(HK)L which are not registered in the Client's name and for the Client's account shall, subject to the deduction of any commission, interest or expense and when received by UOBKH(HK)L, be credited to the Account or paid or transferred to the Client as may be agreed. Where the Client's securities form part of a larger holding of identical securities held for UOBKH(HK)L's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. If any loss is suffered by UOBKH(HK)L, UOBKH(HK)L 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.
- 3.17 **UOBKH(HK)L/selling broker default:** UOBKH(HK)L will be responsible to the Client for any losses suffered by the Client and any expenses incurred by the Client as a result of UOBKH(HK)L's settlement failures. In the case of a transaction for the purchase of securities by UOBKH(HK)L on the Client's behalf, if the selling broker fails to deliver on the settlement date and UOBKH(HK)L has to purchase securities to settle such transaction, the Client shall not be responsible to UOBKH(HK)L for the costs of such purchase.
- 3.18 **Client money:** Any credit balance held in the Account at any time and any money from time to time received by UOBKH(HK)L for the Client's account shall, unless paid to the Client or on-paid for settlement purposes, be held by UOBKH(HK)L on trust for the Client and credited to a client trust account maintained with a licensed bank in accordance with applicable law and the rules of any relevant exchange or regulatory authority, except that any interest earned on such balance or money shall, to the extent that it exceeds interest payable to the Client at the rate determined by UOBKH(HK)L to be applicable, be retained by UOBKH(HK)L for its account.
- 3.19 **Voting rights:** UOBKH(HK)L or its nominees may at any time exercise voting rights with respect to securities carried in the Account at UOBKH(HK)L's discretion and without further consent from the Client, but subject to any specific written voting instructions received from the Client as the beneficial owner of such securities.
- 3.20 **Communications:** All notices and communications to the Client may be effectively given by mailing the same by ordinary post addressed to the Client at any of the Client's business, residential or mailing addresses as they appear from time to time on UOBKH(HK)L's records, or by delivering the same to the Client or to any such address, or by telex, fax, electronic mail or telephone to any number notified to UOBKH(HK)L 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 UOBKH(HK)L's machine as sent (in the case of telex, fax or electronic mail) or when communicated (in the case of telephone). No such
- 的任何費用。
- 3.13 **借方結餘利息:** 該客戶同意按該戶口每天結欠的借方結餘支付利息(包括針對該客戶而取得的法庭判定債項所產生的利息), 所按照的年息為: (a) 香港銀行公會成員不時收取的最優惠利率或大華繼顯的借貸成本, 另加(b) 客戶資料聲明(見以下定義)第9.5段所指明的息差, 或大華繼顯不時通知該客戶的其他利率(須於每個曆月最後一天及按大華繼顯要求支付), 同時該戶口須扣除大華繼顯不時收取的佣金及其他費用(包括償還法律及其他費用)。
- 3.14 **客戶違反規定:** 除另有協議外, 如該客戶未有按第3.2段規定, 為任何交易進行交收結算, 大華繼顯獲得授權, 如屬買入交易, 轉讓或出售買入的證券以履行該客戶對大華繼顯的責任; 如屬出售交易, 則買入所出售的證券, 以履行該客戶對大華繼顯的責任; 大華繼顯因轉讓、出售或買入證券或因該客戶未有付款或交出證券而承受的一切損失、損害、付費或支出, 該客戶須全數償還大華繼顯。
- 3.15 **證券的保管:** 大華繼顯為該戶口所持有或維持的任何證券(就本3.15段而言, 應包括大華繼顯持有作為保證金或其他用途的款項及其他財產), 大華繼顯可酌情:
- (a) 如屬可登記證券, 以該客戶名義登記, 或以大華繼顯代名人義登記;
- (b) 存放在大華繼顯往來銀行的指定戶口, 或存放在提供文件保管服務的其他機構。香港的證券必須存放在證監會接受的保管機構內。
- 大華繼顯無責任把該客戶交來或代該客戶收取的相同證券或代表有關證券的股票交還該客戶, 而是可把相近類別及數額的其他證券或代表有關證券的股票交還該客戶。大華繼顯的責任, 是在維持該戶口的辦事處, 把相近類別及數額的證券或代表有關證券的股票, 交付該客戶或該客戶的合法代表。交由大華繼顯、其代理人或代表保管的證券, 如有損失或損害, 大華繼顯無須承擔責任, 除非是因大華繼顯或其僱員或代理人嚴重疏忽或蓄意失責所致。
- 3.16 **股息的運用與虧損:** 交由大華繼顯保管而並非以該客戶名義登記或為該客戶利益持有的任何證券, 所產生的任何股息、分配物或其他利益, 大華繼顯在收到時, 應於扣除任何佣金、利息或支出後存入該戶口, 或按照協議支付或轉給該客戶。如該客戶的證券, 佔大華繼顯為客戶持有的相同證券的大部份, 則該客戶的應佔利益, 為持股總數或總額中所佔的份額。如大華繼顯蒙受虧損, 大華繼顯可按該客戶在持股總數或總額中所佔份額, 計算應承擔的虧損份額, 並從該戶口扣除款項(或按照協議要求該客戶付款)。
- 3.17 **大華繼顯 / 賣方經紀失責:** 因大華繼顯交收失誤, 以致該客戶蒙受任何損失或費用, 大華繼顯須對該客戶承擔責任。如有關交易, 是由大華繼顯代該客戶買入證券, 若賣方經紀未能於交收日期交付證券, 而大華繼顯須買入證券以完成交收, 該客戶則無須承擔有關買入費用。
- 3.18 **客戶的款項:** 該戶口在任何時候的貸方結餘, 以及大華繼顯不時收到存入該客戶的戶口的款項, 除非要支付給該客戶, 或屬於待支付的結算款項, 否則應由大華繼顯以信託方式為該客戶持有, 並按適用法例及任何有關交易所或規管機關的規則, 存入在持牌銀行的客戶信託戶口, 但如該等結餘或款項所孳生的利息超過大華繼顯所訂應付予該客戶的利息, 大華繼顯得予以保留。
- 3.19 **表決權:** 大華繼顯或其代名人可隨時酌情行使該戶口所維持證券的表決權, 而無須徵求該客戶同意, 但須遵照作為該等證券實益持有人的該客戶的特定書面表決指示行事。
- 3.20 **通訊文件:** 發給該客戶的一切通知及通訊文件, 可按大華繼顯記錄中不時記載的該客戶營業、住宅或郵寄地址, 以平郵方式寄給該客戶, 或以人手交給該客戶, 或以電傳、傳真、電郵或電話方式, 按該客戶不時通知大華繼顯的號碼發送給該客戶, 於寄出已預付郵資的信件後首天(如該客戶在香港以外則寄出五天後), 或於交收時(如面交), 或於大華繼顯機器上記錄為已發送時(如以電傳、傳真或電郵方式發送), 或通訊時(如以電話方式)應視為已有效送達。該等通知或通訊文件無須由大華

- notice or communication need be signed on UOBKH(HK)L's behalf.
- 3.21 **Overseas order execution:** UOBKH(HK)L shall cause and control the execution of the Client's orders on exchanges and other markets anywhere in the world through any person related to UOBKH(HK)L or members of the various exchanges and clearing houses or independent floor brokers or market makers or principals in other markets, by arrangements which UOBKH(HK)L in its absolute discretion may make from time to time with various persons as may be necessary to provide other execution, and references in this Agreement to transactions or execution by UOBKH(HK)L shall be construed accordingly. If the Client directs UOBKH(HK)L to enter into any securities transaction on any exchange or other market on which such transactions are effected in a currency other than the currency in which the Client's account with UOBKH(HK)L is denominated, (a) any profit or loss arising from fluctuations in the rate of exchange between the two currencies will be for the account and risk of the Client, (b) all margin deposits will be provided to UOBKH(HK)L in such currency and in such amounts as UOBKH(HK)L may require from time to time and (c) when such securities are sold or otherwise liquidated, and any margin deposits are liquidated, UOBKH(HK)L shall debit or credit the Client's account in the currency in which the account is denominated, at a rate of exchange determined conclusively by UOBKH(HK)L on the basis of the then-prevailing market rates of exchange between the two currencies.
- 3.22 **Order/report transmission:** UOBKH(HK)L shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of reports of executed orders to the Client due to any failure of communications facilities or any other delays beyond the reasonable control of UOBKH(HK)L.
- 3.23 **Commission/rebates/soft dollars:** The Client shall pay to UOBKH(HK)L commissions set by UOBKH(HK)L from time to time and reimburse UOBKH(HK)L on a full indemnity basis for any other charges arising from the execution of orders for the Client's account, including (but not limited to) statutory fees, stamp duties and taxes, exchange fees, levies and delivery charges. UOBKH(HK)L may, at its option, withdraw money from the Account to pay any amounts due to UOBKH(HK)L. UOBKH(HK)L shall, at its absolute discretion, be entitled to solicit, accept and retain from any broker or other person any benefit in connection with any transaction effected with any person for the Client, including (1) any commission, rebates or similar payments and (2) any goods or services (ie. soft dollars), but UOBKH(HK)L shall in connection with such benefits comply with the SFC's rules as to the need for demonstrable benefit to UOBKH(HK)L's clients, transaction, execution standards, brokerage rates and disclosure to UOBKH(HK)L's clients. UOBKH(HK)L shall also, in its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client, including any commissions, rebates or similar payments and any goods or services. UOBKH(HK)L will ensure that it shall exercise its rights under this paragraph 3.23 in accordance with applicable laws and regulations.
- 3.24 **Aggregation of orders:** UOBKH(HK)L may aggregate the Client's orders with its own orders or with those of persons connected with UOBKH(HK)L or with those of other Clients. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. However, UOBKH(HK)L shall ensure that no such aggregation with UOBKH(HK)L's own orders will operate to the Client's disadvantage and shall endeavour to ensure that any aggregation with other Client's orders will not, over a period of several such orders, disadvantage the Client in relation to other Clients.
- 3.25 **Transaction reports/product specifications:** Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorised and correct and as ratified and confirmed by the Client unless UOBKH(HK)L shall receive from the Client written notice to the contrary within seven days from the time such notice, statement, confirmation or other communication is given by UOBKH(HK)L to the Client. UOBKH(HK)L will upon request provide the Client with product specification and any prospectus or other offering documents in relation to any derivatives products which the Client instructs UOBKH(HK)L to purchase or sell on the Client's behalf pursuant to this Agreement.
- 3.26 **Application of this Agreement:** This Agreement shall apply to all transactions hereafter made as well as those heretofore made and still outstanding and none of its provisions shall be deemed to be waived or modified by UOBKH(HK)L except by written agreement signed by UOBKH(HK)L.
- 3.27 **Power of attorney:** The Client hereby undertakes with UOBKH(HK)L to do and execute (and irrevocably authorises UOBKH(HK)L to do and execute on the Client's behalf) any act, deed, document or thing which UOBKH(HK)L 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 Agreement including, without limitation, the execution by the Client of an irrevocable power of attorney appointing UOBKH(HK)L 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 UOBKH(HK)L.
- 3.28 **Credit checks and confidentiality:** UOBKH(HK)L 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 Client Information Statement (as hereinafter defined)) and to pass any identity information or other information about the Client, the Client's accounts and the Client's transactions and the ultimate beneficiary in respect of any such transaction to any of UOBKH(HK)L's branches, any person related to UOBKH(HK)L and any exchange, market, clearing house or regulatory authority (including the Exchange and the SFC (together the "Regulators")) in order to assist such exchange, market,
- 繼續代表簽署。
- 3.21 **執行海外買賣盤:** 大華繼顯應不時全權酌情與不同人士訂立安排, 通過與大華繼顯的相關人士、不同交易所及結算公司的成員、或其他市場的獨立出市經紀或市場莊家或主事人, 安排及控制在世界其他地方的交易所及其他市場, 執行該客戶的買賣盤, 而本協議中所指的交易或執行, 應據此解釋。如該客戶指示大華繼顯在任何交易所或其他市場進行證券交易, 而該等交易所用貨幣, 與該戶口的貨幣不同, 則 (a) 因兩種貨幣匯價波動引致的匯兌損益, 屬於該客戶及由該客戶承擔風險, (b) 一切保證金必須按大華繼顯不時要求的貨幣及數額存入, 以及 (c) 如出售或變現該等證券, 以及結清任何保證金, 大華繼顯可基於市場當時該兩種貨幣的匯率, 全權訂出匯率, 並按該戶口的示值貨幣借記或貸記該戶口。
- 3.22 **買賣盤 / 報告傳達:** 如因任何通訊設施失靈, 或因出現任何非大華繼顯所能合理控制的其他延誤, 以致在傳達買賣盤到執行地方上, 或在向該客戶傳達已執行買賣盤的報告上, 發生任何延誤, 大華繼顯無須承擔責任。
- 3.23 **佣金 / 回扣 / 非金錢利益:** 該客戶須向大華繼顯支付不時由大華繼顯訂定的佣金, 以及全數償還大華繼顯為該戶口執行買賣盤的其他費用, 包括 (但不只限於) 法定費用、印花稅及稅項、交易費用、徵費及交收費用。大華繼顯可選擇從該戶口扣款以支付任何到期須支付大華繼顯的該等費用。大華繼顯可全權酌情向任何經紀或其他交易人士, 索取、接受及保留任何利益, 包括 (1) 任何佣金、回扣或相類款項, 以及 (2) 任何貨物或服務 (即非金錢利益), 但大華繼顯在收取該等利益上, 須遵守證監會關於向客戶表明利益、交易、執行標準、經紀佣金率及向客戶披露資料的規則。大華繼顯亦可全權酌情就任何為該客戶與任何人士完成的交易, 提供任何利益, 包括任何佣金、回扣或相類款項以及任何貨物或服務。大華繼顯確保其將按照適用法例及規例, 行使其在本3.23段項下的權利。
- 3.24 **合併買賣盤:** 大華繼顯可把該客戶的買賣盤, 與本身或其他與其相關人士或其他客戶的買賣盤合併起來。合併買賣盤, 有時會對該客戶有利, 有時會對該客戶不利。但大華繼顯須確保, 與大華繼顯本身買賣盤合併, 不會對該客戶不利, 同時須致力確保, 與其他客戶買賣盤合併, 在幾個該等買賣盤合併過程中, 不會令該客戶較其他客戶不利。
- 3.25 **交易報告 / 產品說明:** 在任何通知、報表、確認書或其他通訊文件及各戶口結單所載各項交易, 應視為獲該客戶授權、屬於正確及獲追認及確認, 除非大華繼顯在發出該等通知、報表、確認書或其他通訊文件給該客戶後七天內, 收到該客戶的相反的書面通知。如該客戶指示大華繼顯根據本協議為該客戶買賣衍生產品, 大華繼顯將應要求向該客戶提供有關產品說明及任何售股章程或其他招股文件。
- 3.26 **本協議的應用:** 本協議適用於此後的及此前尚未完成的交易。除非經大華繼顯以書面協議方式及經其簽署, 否則大華繼顯將不會被視為放棄執行或任何規定。
- 3.27 **授權書:** 該客戶茲向大華繼顯承諾, 將應大華繼顯要求, 作出及簽署執行 (以及不可撤銷地授權大華繼顯為該客戶作出及簽署執行) 任何行為、文據、文件或事情, 以實施、執行及強制執行本協議中任何條款及其授予的權利, 包括但不只限於由該客戶簽立授權書, 委任大華繼顯為其合法授權, 為該客戶作出及簽署執行一切大華繼顯認為是必需或恰當的行為、文據、文件或事情, 以實施、執行及強制執行本協議中任何條款及其授予的權利, 該客戶同意追認或確認大華繼顯所作的一切該等行為、文據、文件或事情。
- 3.28 **信貸調查及保密:** 大華繼顯茲獲授權, 對該客戶進行或安排進行信貸調查查詢及檢查, 並為此接觸該客戶的往來銀行 (包括為核實該客戶財務狀況、投資目標及客戶資料聲明 (見以下定義) 中所載的任何資料), 同時把該客戶的身份資料及其他資料, 以及該客戶戶口、有關交易及交易最終受益人資料, 傳送給大華繼顯任何分行、任何相關人士及任何交易所、市場、結算公司或規管機關 (包括聯交所及證監會 (統稱為「該等規管機關」)), 以協助該等交易所、市場、結算公司或規管機關進行

- clearing house or regulatory authority with any investigation or enquiry it is undertaking. Subject to such authority, UOBKH(HK)L will keep all matters relating to the Account confidential.
- 3.29 **Ultimate beneficiary:** In this Agreement, (a) the expression "ultimate beneficiary", in relation to any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, means each and every person who (i) is the principal for whom the Client is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for giving the instruction in relation to such transaction and (b) the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.
- 3.30 **Client information/agent:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, the Client is acting as agent and the Client is for any reason prevented from disclosing or providing to UOBKH(HK)L identity information in respect of the ultimate beneficiary in respect of that transaction, 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 for the purpose of this paragraph 3.30) of receipt of a written request either from UOBKH(HK)L or from the Regulators. The Client's undertaking under this paragraph 3.30 shall survive any termination of this Agreement.
- 3.31 **Client information/investment manager:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, the Client is acting as investment manager of any investment scheme, discretionary account or discretionary trust (or for 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), the Client undertakes to (a) inform UOBKH(HK)L of such arrangement and (b) provide UOBKH(HK)L with identity information in respect of the ultimate beneficiary or such other person whose instructions have overridden the Client's discretion. If for any reason the Client is prevented from disclosing or providing such identity information to UOBKH(HK)L, 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 for the purpose of this paragraph 3.31) of the receipt of a written request either from UOBKH(HK)L or from the Regulators. The Client's undertaking under this paragraph 3.31 shall survive any termination of this Agreement.
- 3.32 **Foreign secrecy laws:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, the Client is acting as an intermediary in a jurisdiction with client secrecy laws, 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 paragraphs 3.28, 3.29, 3.30 and 3.31 above and (b) such agreement is legally binding under the relevant foreign law.
- 3.33 **Short selling:** The Client shall notify UOBKH(HK)L when a sale order relates to securities which the Client does not own, ie. involves short selling.
- 3.34 **Investor Compensation fund claims:** In the event of any default under this Agreement (as defined in the SFO) by UOBKH(HK)L resulting in pecuniary loss to the Client, the Client shall have a right to claim under the compensation fund established under the FO, subject to the terms of such compensation fund from time to time. Any claims the Client may have against the compensation fund established under the SFO will be restricted to the extent provided for in such Ordinance.
- 3.35 **Information:** Subject to paragraphs 3.30 to 3.32 above, the Client undertakes to supply to UOBKH(HK)L on demand at any time such financial and other information about the Client (including, without limitation, the identities of the persons ultimately beneficially interested in the Account and/or any trading contracts entered into on the Account) as UOBKH(HK)L may request. The Client and UOBKH(HK)L agree to notify the other in the event of any material change to the information provided in or in connection with this Agreement. UOBKH(HK)L will notify the Client of material changes in respect of UOBKH(HK)L's business which may affect the services provided by UOBKH(HK)L to the Client.
- 3.36 **Assignment/waiver/amalgamation:** These terms and conditions shall enure to the benefit of and be binding upon UOBKH(HK)L and its successors and assigns and the executors, administrators, successors and assigns of the Client, except that the Client shall not assign or transfer any of its rights or obligations under this Agreement without UOBKH(HK)L's prior written consent. No delay on the part of UOBKH(HK)L in exercising any rights hereunder shall operate as a waiver thereof. None of UOBKH(HK)L's rights hereunder shall be affected by any change in UOBKH(HK)L's Memorandum and Articles of Association, by any amalgamation by UOBKH(HK)L with any person or by the death or incapacity of the Client.
- 3.37 **Prior arrangements superseded:** These terms and conditions which may be amended or supplemented by UOBKH(HK)L at any time upon notice to the Client, revokes and supersedes 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 UOBKH(HK)L and the Client, any account subsequently opened will be operated on the terms of this Agreement.
- 3.38 **Law and jurisdiction:** This Agreement shall be governed by, and may be enforced in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and is signed in the English language. If a Chinese translation
- 的任何調查或查詢。除行使該項授權外，大華繼顯將對該戶口一切事項保守秘密。
- 3.29 **最終受益人:** 在本協議中，(a)「最終受益人」一詞，就大華繼顯根據本協議為該客戶完成或將完成的任何交易而言，指每一個(i)在有關交易該客戶擔當代理人的主事人，或(ii)獲得該項交易的商業或經濟利益及/或承受商業或經濟風險的人，或(iii)最終負責就該項交易給予指示的人；而(b)「身份資料」一詞，就任何人士而言，指該名人士的真實及完整的身份，包括該名人士的別名、地址、職業及聯絡資料。
- 3.30 **客戶資料/代理人:** 如就大華繼顯根據本協議為該客戶完成或將完成的任何交易，該客戶是擔當代理人，而該客戶基於任何原因，不能向大華繼顯披露或提供該項交易的最終受益人的身份資料，該客戶承諾，於接獲大華繼顯或該等規管機關書面要求後兩個營業日內(或就本3.30段而言，該等規管機關可能合理指明的更短期限內)，直接向該等規管機關提供身份資料。本協議終止後，該客戶在本3.30段中的承諾仍繼續有效。
- 3.31 **客戶資料/投資經理:** 如就大華繼顯根據本協議為該客戶完成或將完成的任何交易，該客戶是擔當任何投資計劃、委託戶口或酌情信託(或任何其他人士)的投資經理，而該客戶的酌處權，被該計劃、戶口或信託(或任何其他人士)的一名或更多受益人凌駕，該客戶承諾，(a)通知大華繼顯該項安排，及(b)向大華繼顯提供該等給予凌駕於該客戶酌情權的最終受益人或其他該等人士的身份資料。如基於任何原因，該客戶未能向大華繼顯披露或提供有關的身份資料，該客戶承諾，於接獲大華繼顯或該等規管機關書面要求後兩個營業日內(或就本3.31段而言，該等規管機關可能合理指明的更短期限內)，直接向該等規管機關提供身份資料。本協議終止後，該客戶在本3.31段中的承諾仍繼續有效。
- 3.32 **外國保密法例:** 如就大華繼顯根據本協議為該客戶完成或將完成的任何交易，該客戶是在受客戶保密法例約束的司法管轄區擔當中間人，該客戶確認(a)已就該項交易，與最終受益人達成協議，在按上文第3.28、3.29、3.30及3.31段規定按該等規管機關要求，向該等規管機關提供資料的要求下，放棄保密法例下賦予之利益，以及(b)根據有關外國法例，該項協議具有法律約束力。
- 3.33 **沽空:** 當賣盤涉及該客戶並不擁有的證券，亦即涉及沽空，該客戶必須通知大華繼顯。
- 3.34 **投資者賠償基金索償:** 如因大華繼顯就本協議有任何失責(按證券及期貨條例界定)，引致該客戶蒙受金錢損失，該客戶有權向按照證券及期貨條例設立的賠償基金提出索償，但須受該賠償基金不時生效的條款規限。該客戶向按照證券及期貨條例設立的賠償基金可能提出的任何索償，只限於該條例所規定的範圍。
- 3.35 **資料:** 在遵守上文第3.30至3.32段規定下，該客戶承諾隨時應大華繼顯要求，向大華繼顯提供關於該客戶的財務及其他資料(包括但不只限於對該戶口及/或該戶口所訂立任何交易合約有最終實益權益的人士的身份)。如本協議所提供的資料，或與本協議有關的資料，出現任何重大轉變，該客戶及大華繼顯同意通知對方。如大華繼顯的業務出現重大轉變，可能影響大華繼顯向該客戶提供的服務，大華繼顯將通知該客戶。
- 3.36 **轉讓/放棄/合併:** 本協議的條款及細則對大華繼顯及其繼承人與受讓人，以及該客戶的遺囑執行人、遺產管理人、繼承人與受讓人均有約束力，前述人士均受惠於本協議的條款及細則項下的利益，但該客戶未經大華繼顯事前書面同意前，不得出讓或轉讓本協議下權利或責任。大華繼顯延遲行使本協議下任何權利，並不構成放棄該項權利。大華繼顯在本協議下的任何權利，並不受大華繼顯修訂其大綱及章程、與任何人士合併或該客戶死亡或失去行為能力所影響。
- 3.37 **取代先前安排:** 大華繼顯經通知該客戶後，可隨時修訂或補充本協議的條款及細則；該等條款及細則應撤銷及取代一切先前的授權書與協議，以及該戶口任何有關協議與之抵觸的條款(但並不影響在撤銷前發出的或註明撤銷前日期的指示)；除非大華繼顯與該客戶另有相反的書面安排，否則嗣後開立的任何戶口，均須按本協議條款運作。
- 3.38 **法例與司法管轄權:** 本協議應受中華人民共和國香港特別行政區(「香港」)法例管轄，並可按香港法例強制執行。本協議以英語簽訂。如本協議的中譯本亦

- hereof is also signed, the English text shall prevail over the Chinese text in the event of any inconsistency between the two texts. The Client submits to the non-exclusive jurisdiction of the Hong Kong courts and irrevocably agrees that the Hong Kong address specified in paragraph 2 of the Client Information Statement (as hereinafter defined) (or any other substitute address in Hong Kong notified by the Client to UOBKH(HK)L) shall be an effective address for service on the Client of proceedings in the Hong Kong courts.
- 3.39 **Exclusion of liability:** Provided that all the regulations of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (or other equivalent documents from time to time) issued by the SFC has been complied with, the Client will at no time hold UOBKH(HK)L responsible in any manner whatsoever for any loss resulting from the Client's lack of understanding of any aspect of securities trading or transactions. Unless due to the gross negligence of employees of UOBKH(HK)L, and only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom, UOBKH(HK)L does not assume any liability or responsibility to the Client or any other third party.
- 3.40 **Payments:** 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 UOBKH(HK)L such amount as is necessary to ensure that UOBKH(HK)L receives a net sum equal to what UOBKH(HK)L would have received had no such deduction been made.
- 3.41 **Currency indemnity:** If UOBKH(HK)L at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which UOBKH(HK)L 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 as a separate and independent obligation shall on demand from time to time indemnify UOBKH(HK)L 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.
- 3.42 **Withdrawal upon termination:** If there is any cash or securities standing to the credit of the Account upon any termination of this Agreement and/or closure of the Account, the Client agrees to give instructions to UOBKH(HK)L with respect to the withdrawal of such cash and/or securities within 7 days of such termination and/or closure. If the Client fails to comply with this paragraph 3.42, UOBKH(HK)L will be entitled (but not obliged) to sell any securities of the Client and send to the Client a cheque for the amount of the net proceeds of such sale plus the credit balance (if any) in the Account.
- 3.43 **Account maintenance fee:** Without prejudice to UOBKH(HK)L's rights to close the Account and/or to terminate UOBKH(HK)L's relationship with the Client under paragraph 3.4 of this Agreement, UOBKH(HK)L may debit to the Account a monthly maintenance fee of such amount as UOBKH(HK)L may determine from time to time.
- 3.44 **Advisory services:** The Client accepts and acknowledges that, as part of the services provided by UOBKH(HK)L to the Client, UOBKH(HK)L may telephone the Client on a regular basis in order to provide the Client with investment advice and/or make recommendations as to specific securities which UOBKH(HK)L may consider appropriate to the Client's circumstances. By accepting the terms and conditions of this Agreement, the Client requests and agrees to calling by UOBKH(HK)L to offer the Client specific securities which UOBKH(HK)L may consider appropriate. If the Client does not require such service, the Client will notify UOBKH(HK)L.
- 3.45 **Tape recording:** The Client expressly authorises UOBKH(HK)L to record by tape or other means all instructions and all other verbal communications (by telephone or otherwise) in connection with the Account (collectively, "Verbal Communication"). The Client expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by your officer, shall be conclusive evidence between UOBKH(HK)L and the Client as to the contents and nature of such Verbal Communication unless and until the contrary has been established and may be used as evidence in such dispute.
- UOBKH(HK)L may refuse to act upon Verbal Communication without having to explain to the Client the reason for refusal. UOBKH(HK)L may defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as UOBKH(HK)L may consider appropriate.
- 3.46 **Third party payment:** UOBKH(HK)L refuses third party payment by whatever means as instructed by the Client. The Client does not entitle to demand explanation from UOBKH(HK)L.
- 3.47 **Titles:** The title of any paragraph of this Agreement shall not affect the meaning of that or any other paragraph.
- 3.48 **Representations and warranties:** The Client represents, warrants and undertakes that:
- (a) the Client has the authority and legal capacity to enter into and perform his or its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Client;
- (b) unless otherwise explicitly stated in the Client Information Statement (as hereinafter defined), the Client is not an employee of the Exchange, member of any other stock exchange or member of any securities or futures dealer in Hong Kong (or their equivalent in any other jurisdiction). If the Client is such an employee, the Client has
- 獲得簽訂，而中、英文本有抵觸之處，以英文本為準。該客戶服從香港法院的非專屬性司法管轄權，同時不可撤銷地同意，在客戶資料聲明（見以下定義）中第2段所載香港地址（或該客戶通知大華繼顯的任何其他代替地址），應為送達香港法院法律程序文件的有效地址。
- 3.39 **免除責任：**在遵守證監會發出的證券及期貨監察委員會持牌人或註冊人操守準則（或不時與其相等的文件）的規定的前提下，該客戶因對證券買賣或交易任何方面缺乏認識，以致蒙受損失，該客戶不得要求大華繼顯承擔任何責任。除非由大華繼顯員工之嚴重疏忽所引致，及所導致之損失（如有者）是直接及可預料之內，並直接及純粹因大華繼顯的員工疏忽所引致，否則大華繼顯不需對客戶及其他第三者負上任何責任。
- 3.40 **付款：**該客戶支付的一切款項，必須全數支付，不得作出抵銷、反索或（除非法例規定）扣稅或扣除其他款項。如須作任何扣款，該客戶須同時支付給大華繼顯同一數額的款項，以確保大華繼顯收到的淨款額，與未作扣款時一樣。
- 3.41 **貨幣彌償：**如大華繼顯在任何時候，收到錯誤貨幣的付款（包括抵銷款項），而大華繼顯用這筆款項所能買入的正確貨幣款項（經扣除有關費用後），與應付銀碼比較下出現不足之數，該客戶有單獨及獨立責任不時按的要求向大華繼顯彌償不足之數及支付不足數額的利息，利息按該戶口應收利率計算，計收由收到款項起至支付不足之數止一段期間的利息。
- 3.42 **本協議終止時提取現金或證券：**如本協議終止時以及/或該戶口結束時，該戶口的貨項下，有任何現金或證券，該客戶同意在本協議終止及/或該戶口結束後七天內，就提取該等現金及/或證券，給予大華繼顯指示。如該客戶未有遵照本3.42段行事，大華繼顯有權（但無責任）出售該客戶的任何證券，並把出售所得的款項淨額，連同該戶口的貸方結餘（如有），以支票寄給該客戶。
- 3.43 **戶口維持費用：**在不妨礙大華繼顯根據本協議第3.44段規定，結束該戶口以及/或終止與該客戶的關係的情況下，大華繼顯可自該戶口，扣除每月的維持費用，數目由大華繼顯不時決定。
- 3.44 **顧問服務：**該客戶接受及明白，作為大華繼顯向該客戶提供的服務的一部份，大華繼顯可定期致電該客戶，向該客戶提供投資意見，以及/或向該客戶推介大華繼顯認為適合該客戶的證券。該客戶一經接受本協議的條款及細則，即代表該客戶要求及同意大華繼顯致電該客戶，就大華繼顯認為適合的證券提出建議。如該客戶不需要該項服務，該客戶須通知大華繼顯。
- 3.45 **電話錄音：**該客戶明示授權大華繼顯對一切有關戶口進行之指示及所有其他口頭通知（電話或其他）（統稱「口頭通知」）進行錄音。除非及直至反證能夠成立，客戶明示同意如於任何時間就關於口頭通知之內容有所爭論，則電話錄音或電話錄音之紀錄或由大華繼顯僱員準備之核實譯本將成為大華繼顯及該客戶口頭通知內容及性質的最終證據，並可成為該爭論的證據。
- 大華繼顯可在無需向該客戶解釋理由下，拒絕執行口頭通知，大華繼顯可延遲執行口頭通訊及在大華繼顯認為適當下，要求有關口頭通知的進一步資料。
- 3.46 **第三方付款：**大華繼顯拒絕要求有關該客戶指示的任何形式之第三方付款，客戶不可要求大華繼顯給予解釋。
- 3.47 **標題：**本協議任何段落的標題，不影響該段落或其他段落的釋義。
- 3.48 **陳述及保證：**該客戶陳述、保證及承諾：
- (a) 證客戶具有權力及法律權限簽訂及履行其於本協議的責任及本協議對該客戶構成有效及具法律約束性的責任；
- (b) 除客戶資料聲明（見以下定義）另有明示的規定外，該客戶並非聯交所的僱員、任何其他證券交易所的成員、或任何香港的證券及期貨交易所的

received written approval from his employer to open the Account and the Client will provide a copy of the written approval to UOBKH(HK)L. If the Client is or becomes an employee of the Exchange or any stock exchange or of any securities or futures dealer in Hong Kong (or their equivalent in any other jurisdiction), the Client will promptly advise UOBKH(HK)L in writing and complete all documents required by UOBKH(HK)L in order that the Client may be accepted as a client of UOBKH(HK)L; and

- (c) the Client is and shall remain responsible for reporting requirements under applicable laws in respect of any transactions effected by the Client, including but not limited to the Client's holdings in a corporation as a director or substantial shareholder.

成員（或於其他司法管轄區與其相等的機構）。

如該客戶為該等僱員，該客戶已收到其僱主就開設該戶口的書面批准，該客戶將向大華繼顯提供一份該書面批准的副本。如該僱員為或成為聯交所或任何證券交易所或任何香港的證券及期貨交易商（或於其他司法管轄區與其相等的機構）的僱員，該客戶將盡快以書面告知大華繼顯，並完成大華繼顯所需的文件以使該客戶可被大華繼顯接受為其客戶；及

該客戶負有及將繼續負有於適用法律項下就任何該客戶完成的交易的匯報要求責任，包括但不只限於該客戶作任何團體的董事或大股東持有該團體的利益。

為免生疑問，該客戶有責任支付累積至（及包括）本協議終止日期就第3.11、3.12、3.13、3.39、3.40及3.41段需支付的所有付費、費用、收費、支出及數額，在本協議的條款及細則終結後或該戶口停止或撤銷後仍然有效。

如本協議項下條款及細則的規定或其任何部份於任何方面被判定為無效、違法或不能強制執行，餘下規定的有效性、合法性及可強制執行性將不會於任何方面受的影響。

#### 4 適用於授權戶口的其他條款及細則

如該客戶（經由上文第2.2段所載的獲授權可給予指示大華繼顯的人士發出的通知）要求及授權大華繼顯以酌情方式開立及／或維持及／或管理該戶口（統稱及分別稱為該「**授權戶口**」），該戶口應在大華繼顯的簿冊中指定為授權戶口，該客戶茲同意及確認如下：

**委任：**該客戶茲委任大華繼顯為其代理人及受權人，以投資及再投資（用獨立的及不同的組合）該授權戶口有關的投資資產。該全權戶口的投資資產，完全及綜合地由大華繼顯酌情管理。

**投資資產：**在本段即第4

段中，「**投資資產**」包括(1)該客戶最初轉給大華繼顯的該授權戶口中全部現金及投資項目，以及(2)一切投資項目、再投資項目及出售前述項目所得款項，包括但不只限於投資項目一切股息[、股票股息]及利息[及紅利派發]，以及一切升值及增添物，減除貶值及所提取者。

**投資指引：**大華繼顯將按該客戶在客戶資料聲明（見以下定義）中所述並獲大華繼顯接納的目標及指引（「**該等投資指引**」），將投資資產用於投資。該客戶經通知大華繼顯後，可隨時全權酌情修訂投資指引。大華繼顯經收到有關書面修訂，而修訂已由上文第2.2段所載獲授權人士簽署，則按本段即第4.3

段所作修訂應告生效。該客戶將諮詢大華繼顯，投資指引應如何修訂為恰當，但該客戶有獨有的酌情權作修訂。為免生疑問，如純粹因為任何市場力量、市場波動或非大華繼顯所能合理控制的其他事故，致令投資資產價格或價值有變，不得視為違反投資指引論。

**管理費：**鑒於大華繼顯為該授權戶口提供酌情管理服務，該客戶同意付予大華繼顯不時要求及通知該客戶的管理費。

**其他投資管理服務：**大華繼顯可擔當及繼續擔當其他客戶的投資經理，本協議中並無任何條文，在任何方面限制大華繼顯為任何人士執行投資管理或其他服務的權利；為任何其他人士履行該等服務，不得視為違反或產生對該客戶的職責或責任。

**大華繼顯可用本身戶口進行買賣：**本協議中並無任何條文，限定或限制大華繼顯或其任何聯營公司用本身戶口買賣任何證券。該客戶明白，大華繼顯、其聯營公司或其他客戶可隨時持有、取得、增減或以其他方式變賣投資項目持倉，而該等投資項目，可能同時亦由該客戶的授權戶口取得或變賣。

#### 5 開戶資料

該客戶確認在客戶資料頁所填報及簽署作實的資料（「**客戶資料聲明**」），可按本段即第5段不時予以修訂，為真實、完整、正確及準確，大華繼顯可依賴該等資料。資料如有修訂，該客戶必須採用書面形式，由根據上文第2.2段當時獲授權發出指示

3.49 For the avoidance of doubt, the Client's obligations to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination in respect of paragraphs 3.11, 3.12, 3.13, 3.39, 3.40 and 3.41 shall survive the termination of these terms and conditions or the deactivation or revocation of the Account.

3.50 If any of the provisions of these terms and conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.

#### 4 FURTHER TERMS AND CONDITIONS TO APPLY TO DISCRETIONARY ACCOUNTS

Where the Client (by notice given by any person or persons authorised to give instructions as provided in paragraph 2.2 above) requests and authorises UOBKH(HK)L 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 UOBKH(HK)L as a discretionary account and the Client further agrees and confirms as follows:

4.1 **Appointment:** The Client hereby appoints UOBKH(HK)L 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. UOBKH(HK)L shall fully and comprehensively manage the Discretionary Account in respect of the Investment Assets on a discretionary basis.

4.2 **Investment Assets:** In this paragraph 4, "**Investment Assets**" shall consist of (1) all cash and investments of the Discretionary Account initially assigned to UOBKH(HK)L by the Client and (2) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends[, stock dividends] and interest [and bonus issues] on investments, and all appreciations thereof and additions thereto less depreciations thereof and withdrawals therefrom.

4.3 **Investment Guidelines:** UOBKH(HK)L will invest the Investment Assets in accordance with the objectives and guidelines as set by the Client in the Client Information Statement (as hereinafter defined) and accepted by UOBKH(HK)L (the "**Investment Guidelines**"). The Client shall have the sole discretion to modify the Investment Guidelines from time to time by notice to UOBKH(HK)L. Any modification made by the Client pursuant to this paragraph 4.3 shall become effective upon receipt by UOBKH(HK)L of a written notice of such modification signed by a person or persons authorised to give instructions as provided in paragraph 2.2 above. The Client will consult with UOBKH(HK)L on any modification of the Investment Guidelines which UOBKH(HK)L may consider appropriate provided that the Client shall be entitled at its sole discretion to make any such modifications. 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 UOBKH(HK)L.

4.4 **Management fees:** In consideration of UOBKH(HK)L providing management services on a discretionary basis for trading by the Client on the Discretionary Account, the Client agrees to pay UOBKH(HK)L such management fees as UOBKH(HK)L may require and notify to the Client from time to time.

4.5 **Other investment management services:** UOBKH(HK)L may act and continue to act as investment manager to other clients and nothing in this Agreement shall in any way be deemed to restrict the right of UOBKH(HK)L 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.

4.6 **UOBKH(HK)L may trade on own account:** Nothing in this Agreement shall limit or restrict UOBKH(HK)L 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 UOBKH(HK)L, 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 ACCOUNT OPENING INFORMATION

The Client confirms that the information contained in the separate client information sheet signed by way of identification by the Client (as amended from time to time in the manner contemplated in this paragraph 5, the "**Client Information Statement**") is true, complete, correct and accurate and may be relied upon by UOBKH(HK)L, as amended only by written notice from the Client to UOBKH(HK)L signed by any person(s) then authorised to give instructions pursuant to

	paragraph 2.2 above. The Client shall, through any such person(s), notify UOBKH(HK)L promptly of any amendments to such information.		的人士簽署方為有效。該等資料如有修訂，該客戶必須立即透過任何該等人士，通知大華繼顯。
6	<b>FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A SOLE PROPRIETORSHIP ACCOUNT</b>	6	<b>適用於獨資經營戶口的其他條款及細則</b>
	Where the Client is a Proprietor, the Client further agrees and confirms as follows:-		如該客戶為獨資經營者，該客戶又同意及確認如下：
6.1	<b>Client/Firm:</b> Nothing in this Agreement shall be construed so as to reduce or limit the liability of the Client to UOBKH(HK)L 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 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 UOBKH(HK)L which may exist from time to time.	6.1	<b>客戶 / 商號:</b> 本協議中並無任何條文應被解釋為減少或限制該客戶對大華繼顯的任何責任，如有關責任、債項或負債，是由該商號或以該商號名義產生，不論該等負債、債項或責任，是由本協議產生與否；茲明示同意，本協議中所指的該客戶的「責任」、「債項」或「負債」，應包括該商號對大華繼顯不時存在的責任、債項或負債。
6.2	<b>Chop:</b> Any notice or written instruction given by the Client to UOBKH(HK)L shall be valid whether the same is given with or without the Firm's stamp or chop.	6.2	<b>蓋章:</b> 該客戶給予大華繼顯的任何通知或書面指示，不論有否蓋上該商號的印章或蓋章，均屬有效。
6.3	<b>Proprietor/Firm:</b> References to an account, not being the Account, maintained by the Client with UOBKH(HK)L, any person related to UOBKH(HK)L 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.	6.3	<b>獨資經營者 / 商號:</b> 本協議所指該客戶在大華繼顯或其相關人士或其他人士維持的戶口(並非該戶口)，應指不論以該獨資經營者或該商號名義與否維持的任何戶口；本協議中所指該客戶的「證券」、「現金」及「財產」，應包括不時為該獨資經營者或該商號持有的任何證券、現金或財產。
6.4	<b>Client's addresses:</b> The obligations of UOBKH(HK)L to make delivery of certificates or securities shall be to make such delivery 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 UOBKH(HK)L's records or by delivering the same to the Proprietor or such representative or to any such address.	6.4	<b>客戶地址:</b> 大華繼顯交付股票或證券的責任，為把股票或證券，送到大華繼顯不時記錄的該獨資經營者、該商號或該商號法定代表的營業、住宅或郵寄地址，或交給該獨資經營者或該代表或送到任何該等地址。
6.5	<b>Communications:</b> For the purposes of this 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 paragraph 3.20 hereof 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 the Client hereunder no such notice or demand shall be required to be given to either the Proprietor or the Firm.	6.5	<b>通訊文件:</b> 就本協議而言，給予該客戶的通知或通訊文件，如按本協議第3.20段規定郵寄、交付、發送或傳送至該獨資經營者或該商號，即屬有效送達，不論該通知或通訊文件，有否同時發給該獨資經營者及該商號。如根據本協議無須發通知或要求發給該客戶，則無須發該等通知或要求發給該獨資經營者或該商號。
6.6	<b>Power of attorney:</b> Any appointment of UOBKH(HK)L as attorney or agent pursuant to paragraph 3.27 hereof shall be effective to appoint UOBKH(HK)L as attorney for the Client to do any or all of the things referred to in that paragraph whether on behalf of the Firm or the Proprietor or both.	6.6	<b>授權書:</b> 如按本協議第3.27段規定，大華繼顯獲委任為受權人或代理人，則大華繼顯應有效地獲委任為該客戶的受權人，代該商號及 / 或該獨資經營者，作出該段所述的任何或一切事情。
7	<b>FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A JOINT ACCOUNT</b>	7	<b>適用於聯名戶口的其他條款及細則</b>
	Where the Client comprises Joint Account Holders, the Client further agrees and confirms as follows:-		如該客戶為聯名戶口持有人，該客戶又同意及確認如下：
7.1	<b>Client/Joint Account Holders:</b> References to an account, not being the Account, maintained by the Client with UOBKH(HK)L, any person related to UOBKH(HK)L 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.	7.1	<b>客戶 / 聯名戶口持有人:</b> 所指該客戶在大華繼顯或其相關人士或其他人士處維持的戶口(並非該戶口)，應包括由任何聯名戶口持有人或以其名義維持的任何戶口(不論是單獨或聯同其他聯名戶口持有人)；所指該客戶的「證券」、「現金」及「財產」，應包括不時為任何聯名戶口持有人持有的任何證券、現金或財產；所指該客戶的「債項」，應屬於聯名戶口持有人的共同債項。
7.2	<b>Combination of accounts:</b> The authority which the Client has given to UOBKH(HK)L in paragraph 3.9 hereof shall not entitle UOBKH(HK)L to combine or consolidate any account(s) in the joint names of the Joint Account Holders then in credit with any other account(s) in the name(s) of any number of Joint Account Holders (not being all of the Joint Account Holders) then in debit.	7.2	<b>合併戶口:</b> 在本協議第3.9段授予大華繼顯的權力，並不賦予大華繼顯把聯名戶口持有人名下有貸方結餘的戶口，與任何聯名戶口持有人(並非全體聯名戶口持有人)名下有借方結餘的其他戶口合併或綜合起來的權力。
7.3	<b>Client's addresses:</b> The obligation of UOBKH(HK)L 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 Joint Account Holders as they appear from time to time on UOBKH(HK)L's records or by delivering the same to any Joint Account Holder or to any such address at UOBKH(HK)L's absolute discretion.	7.3	<b>客戶地址:</b> 大華繼顯交付股票或證券的責任，為把股票或證券，交付到大華繼顯不時記錄的任何聯名戶口持有人的營業、住宅或郵寄地址，或把股票或證券，交給任何聯名戶口持有人，或交付到大華繼顯全權酌情認為適當的地址。
7.4	<b>Communications:</b> For the purposes of this 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 paragraph 3.20 hereof 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 any of the Joint Account Holders.	7.4	<b>通訊文件:</b> 就本協議而言，給予該客戶的通知或通訊文件，如按本協議第3.20段規定，郵寄、交付、發送或傳達至任何聯名戶口持有人，即屬有效送達，不論該項通知或通訊文件，有否發送給全體聯名戶口持有人；如根據本協議無須發該等通知或要求發給該客戶，則無須發通知或要求給任何聯名戶口持有人。
7.5	<b>Power of attorney:</b> Any appointment of UOBKH(HK)L as attorney or agent pursuant to paragraph 3.27 hereof shall be effective to appoint UOBKH(HK)L as attorney for each Joint Account Holder to do any or all of the things referred to in that paragraph whether on behalf of the Client or any one Joint Account Holder or more than one Joint Account Holder.	7.5	<b>授權書:</b> 如按本協議第3.27段規定，大華繼顯獲委任為受權人或代理人，則大華繼顯應有效地獲委任為各聯名戶口持有人的受權人，作出該段所載的任何或一切事情，不論是代表該客戶、任何一名聯名戶口持有人或超過一名聯名戶口持有人。
7.6	<b>Investor Compensation fund claims:</b> The provisions of paragraph 3.34 hereof shall apply equally in respect of claims that may be made or which are made by any or all of the Joint Account Holders.	7.6	<b>投資者賠償基金索償:</b> 本協議第3.34段規定，應同樣適用於由任何或全體聯名戶口持有人可能提出或提出的索償。

- 7.7 **Protection of UOBKH(HK)L's rights:** This Agreement shall ensure to the benefit of and be binding on the Joint Account Holders' respective executors, administrators, successors and assigns. UOBKH(HK)L may grant time or other indulgence to any of the Joint Account Holders without impairing or affecting in any way any of UOBKH(HK)L'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 UOBKH(HK)L subsequent to the receipt by UOBKH(HK)L of written notice of the relevant death or incapacity, and UOBKH(HK)L's rights hereunder shall not be affected in any other way by any such death or incapacity.
- 7.8 **Joint and several liabilities:** 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 UOBKH(HK)L the right of proof in competition with UOBKH(HK)L 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 UOBKH(HK)L's consent.
- 8 **FURTHER TERMS AND CONDITIONS TO APPLY IN THE CASE OF A PARTNERSHIP ACCOUNT**
- Where the Client comprises the Partners, the Client further agrees and confirms as follows:-
- 8.1 **Client/Firm:** The Partners of the Firm shall be jointly and severally liable for the Account and for all obligations, indebtedness and liabilities to UOBKH(HK)L incurred by the Firm whether or not so incurred under or in respect of this Agreement.
- 8.2 **Chop:** Any notice or written instruction given by the Client to UOBKH(HK)L under this Agreement shall be valid whether such notice or instruction is given with or without the Firm's stamp or chop.
- 8.3 **Partners/Firm:** References to an account, not being the Account, maintained by the Client with UOBKH(HK)L, any person related to UOBKH(HK)L 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.
- 8.4 **Combination of accounts:** The authority which the Client has given to UOBKH(HK)L in paragraph 3.9 hereof shall not entitle UOBKH(HK)L 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 number of Partners (not being all of the Partners) then in debit.
- 8.5 **Client's addresses:** The obligations of UOBKH(HK)L 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 UOBKH(HK)L's records or by delivering the same to any Partner or any such address at UOBKH(HK)L's absolute discretion.
- 8.6 **Communications:** For the purpose of this 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 paragraph 3.20 hereof 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 the Client hereunder, no such notice or demand shall be required to be given to any of the Partners.
- 8.7 **Power of attorney:** Any appointment of UOBKH(HK)L as attorney or agent pursuant to paragraph 3.27 hereof shall be effective to appoint UOBKH(HK)L as attorney for each Partner to do any or all of the things referred to in that paragraph whether on behalf of the Firm or any one Partner or more than one Partner.
- 8.8 **Investor Compensation fund claims:** The provisions of paragraph 3.34 hereof shall apply equally in respect of claims that may be made or which are made by any or all of the Partners.
- 8.9 **Protection of UOBKH(HK)L's rights:** This Agreement shall ensure to the benefit of and be binding on the Partners and their respective executors, administrators, successors and assigns. UOBKH(HK)L may grant time or indulgence to any of the Partners without impairing or affecting in any way any of UOBKH(HK)L'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 UOBKH(HK)L 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 UOBKH(HK)L prior to UOBKH(HK)L's 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 UOBKH(HK)L subsequent to the receipt by UOBKH(HK)L 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 UOBKH(HK)L 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.
- 8.10 **Joint and several liabilities:** 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 UOBKH(HK)L the right of proof in competition with UOBKH(HK)L 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 UOBKH(HK)L's consent.
- 7.7 **保障大華繼續權利:** 本協議對聯名戶口持有人的遺囑執行人、遺產管理人、繼承人及受讓人均有約束力，前述人士均受惠於本協議項下的利益。大華繼續可給予時間或其他寬限給任何聯名戶口持有人，而不妨礙或影響大華繼續對任何其他聯名戶口持有人採取行動的權利。如任何或全體聯名戶口持有人死亡或失去行為能力，該名已故聯名戶口持有人的遺產或失去行為能力的聯名戶口持有人（視乎情況而定），只終止對大華繼續接獲死亡或失去行為能力書面通知後執行的交易承擔法律責任，大華繼續在本協議項下權利，應不由於任何該持有人的死亡或失去行為能力而受任何影響。
- 7.8 **共同及分別責任:** 該客戶在本協議項下的責任及義務，應由聯名戶口持有人共同及分別承擔。如任何其他聯名戶口持有人破產或失去償債能力，各聯名戶口持有人應放棄提出證明權利，不與大華繼續競爭利益；未得大華繼續同意，各聯名戶口持有人不得收取另一名或其他聯名戶口持有人的任何抵押品。
- 8 **適用於合夥經營戶口的其他條款及細則**
- 如該客戶為合夥人，該客戶又同意及確認如下：
- 8.1 **客戶 / 商號:** 該商號的合夥人，應就該戶口及該商號對大華繼續所產生的一切責任、債項及債務，共同及分別承擔法律責任，不論是否因為本協議而產生。
- 8.2 **蓋章:** 該客戶按本協議給予大華繼續的任何通知或書面指示，不論有否蓋上該商號的印章或蓋章，均屬有效。
- 8.3 **合夥人 / 商號:** 所指該客戶與大華繼續、其相關人士或其他人士維持的戶口（並非該戶口），應包括由任何合夥人或以其名稱維持的戶口；所指該客戶的「證券」、「現金」及「財產」，應包括不時為任何一名或更多合夥人或該商號持有的任何證券、現金或財產。
- 8.4 **合併戶口:** 在本協議第3.9段授予大華繼續的權力，並不賦予大華繼續把該商號名下有貸方結餘的戶口，與任何合夥人（並非全體合夥人）名下當時有借方結餘的戶口合併或綜合起來的權力。
- 8.5 **客戶地址:** 大華繼續交付股票或證券的責任，為把股票或證券交付到大華繼續不時記錄的任何合夥人或該商號的營業、住宅或郵寄地址，或由大華繼續全權酌情交付到任何合夥人或送到任何地址。
- 8.6 **通訊文件:** 就本協議而言，給予給該客戶的通知或通訊文件，如按本協議第3.20段規定，郵寄、交付、發送或傳達至任何合夥人或該商號，即屬於有效送達，不論該項通知或通訊文件，有否發送給全體合夥人；如根據協議規定無須發該等通知或要求給該客戶，則無須發該通知或要求給任何合夥人。
- 8.7 **授權書:** 如按本協議第3.27段規定，大華繼續獲委任為受權人或代理人，則大華繼續應有效地獲委任為各合夥人的受權人，作出該段所載的任何或一切事情，不論是代表該商號或任何一名或更多合夥人。
- 8.8 **投資者賠償基金索償:** 本協議第3.34段規定，應同樣適用於由任何或全體合夥人可能提出或提出的索償。
- 8.9 **保障大華繼續權利:** 本協議應對合夥人及彼等的遺囑執行人、遺產管理人、繼承人及受讓人均有約束力，前述人士均受惠於本協議項下的利益。大華繼續可給予時間或其他寬限給任何合夥人，而不妨礙或影響大華繼續對任何其他合夥人採取行動的權利。如該商號因任何原因解散，並不影響合夥人的個別或共同法律責任，直至大華繼續收到任何合夥人的解散書面通知，但該項通知，不得影響在大華繼續收到有關通知前就所執行的交易，合夥人須共同或分別承擔的責任。如任何合夥人死亡，該名已故合夥人的遺產，只終止對在大華繼續接獲死亡書面通知後執行的交易承擔法律責任。縱使上文另有規定，一旦任何合夥人因死亡或其他原因，終止擔任該商號成員，大華繼續如沒有收到任何合夥人或其法定遺產代理人或受託人相反書面通知，可視在生或留任合夥人或當時其他合夥人為具有充份權力經營該商號業務，以及可自由處置該商號資產，猶如該商號並未轉變。
- 8.10 **共同及分別責任:** 該客戶在本協議項下的責任及義務，應由各合夥人共同及分別承擔。如任何或全體合夥人破產或失去償債能力，各合夥人應放棄提出證明權利，不與大華繼續競爭利益；未得大華繼續同意，各合夥人不得收取另一名或其他合夥人的任何抵押品。

## RISK ACCEPTANCE STATEMENT 風險接受聲明

I/We declare and acknowledge that:

- 1 I/We acknowledge that there may be risks in leaving securities in UOBKH(HK)L's safekeeping. For example, if UOBKH(HK)L is holding my/our securities and UOBKH(HK)L becomes insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we am/are prepared to accept.
- 2 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 and this is a risk that I/We am/are prepared to accept.
- 3 I/We acknowledge that, due to the volatile nature of securities markets, the purchase and writing of options over securities involves a high degree of risk.
- 4 Where I/we am/are an option holder, I/we understand that some options may only be exercised on an expiry day (European-style exercise) and that other options may be exercised at any time before expiration (American-style exercise). I/We understand that upon exercise some options require delivery and receipt of the underlying security and that other options require a cash payment.
- 5 Where I/we am/are an option holder, I/we am/are aware that an option is a wasting asset and there is a possibility that as an option holder I/we may suffer the loss of the total premium paid for the option. I/We am/are aware that as an option holder in order to realise a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. I/We am/are also aware that UOBKH(HK)L has no obligation either to exercise a valuable option in the absence of my/our instruction or to give to me/us prior notice to the expiration date of the option.
- 6 Where I/we am/are an option writer, I/we am/are aware that as a writer of an option I/we may be required to pay additional margin at any time. I/We am/are aware that as an option writer, unlike an option holder, I/we may be liable for unlimited losses based on the rise or fall of the price of the underlying security and my/our gains are limited to the option premium.
- 7 Where I/we am/are an option writer, I/we also understand that writers of American-style call (put) options may be required at any time before expiry to deliver (pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities and recognises that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.
- 8 Where I/we instruct UOBKH(HK)L to use the Account for trading securities on GEM, I/we understand and acknowledge that:
  - (a) the price of securities traded on GEM 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 traded on GEM;
  - (b) GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, 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;
  - (c) I/we am/are aware of the potential risks of investing in such companies and understand that I/we should make the decision to invest only after due and careful consideration;
  - (d) the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;
  - (e) given the emerging nature of companies listed on GEM, there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board of the Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM;
  - (f) 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 with respect to GEM-listed companies as published on the GEM website;
  - (g) this risk disclosure statement relating to GEM does not purport to disclose all the risks and other significant aspects of GEM and I/we should undertake my/our own research and study on the trading of securities on GEM before commencing any trading activities;
  - (h) I/we should seek independent professional advice if I/we am/are uncertain or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM;
  - (i) the signing of this risk disclosure statement relating to GEM is mandatory under the Rules

本人 / 吾等聲明及確認:

- 1 本人 / 吾等確認, 證券交由大華繼顯保管, 可能會有風險。例如, 如大華繼顯持有本人 / 吾等證券, 而大華繼顯失去償債能力, 本人 / 吾等可能要經過長時間延誤, 才可收回證券。本人 / 吾等願意接受該項風險。
- 2 證券價格時有波動, 個別證券的價格可升可跌, 有時更會變得無價值。買賣證券有潛在風險, 可能出現虧損而不是利潤, 本人 / 吾等願意接受該項風險。
- 3 本人 / 吾等明白, 由於證券市場性質波動, 買賣證券期權涉及高風險。
- 4 如本人 / 吾等為期權持有人, 本人 / 吾等明白, 若干期權只可在到期日行使(歐洲式行使方法), 其他期權則可在到期日前任何時候行使(美國式行使方法)。本人 / 吾等明白, 若干期權於行使時, 需要交收正股, 而其他期權則需要支付現金。
- 5 如本人 / 吾等為期權持有人, 本人 / 吾等知悉, 期權為耗損中資產, 而作為期權持有人, 本人 / 吾等可能失去全部期權金。本人 / 吾等知悉, 作為期權持有人, 要賺取利潤, 必須行使期權或平期權長倉。在若干情況下, 由於市場缺乏流通, 可能難以進行期權買賣。本人 / 吾等亦知悉, 在沒有本人 / 吾等指示下, 大華繼顯沒有責任行使有價期權, 或在期權到期日前, 事先給予本人 / 吾等通知。
- 6 如本人 / 吾等為期權賣家, 本人 / 吾等知悉, 作為期權賣家, 本人 / 吾等可能隨時要支付額外保證金。本人 / 吾等知悉, 作為期權賣家, 與期權持有人不同, 由於正股價格的升跌, 本人 / 吾等可能須要承擔無限額的虧損, 而本人 / 吾等所賺取的, 只限於期權金。
- 7 如本人 / 吾等為期權賣家, 本人 / 吾等亦明白, 美國式認購(認沽)期權的賣家, 可能須要在到期前交出(支付)正股, 按行使價的完全價值乘以正股數目。本人 / 吾等承認, 本項責任可能與賣出期權時收到的期權金完全不成比例, 同時可能只得短時間通知。
- 8 如本人 / 吾等指示大華繼顯用該戶口買賣創業板證券, 本人 / 吾等明白及確認:
  - (a) 在創業板買賣的證券, 價格時有波動, 任何個別證券價格可升可跌, 甚至變得無價值。在創業板買賣證券有潛在風險, 可能出現虧損而不是利潤;
  - (b) 創業板的設立目的, 是要提供市場容納高投資風險的公司。特別是, 在創業板上市的公司, 可能沒有盈利能力往績可供稽核, 亦無責任預測將來的盈利能力。本人 / 吾等了解, 由於在創業板上市的公司、其經營業務及經營所在地國家屬於新興性質, 會存在風險;
  - (c) 本人 / 吾等知悉, 投資在該等公司有潛在風險, 本人 / 吾等應作審慎考慮後, 才作出投資決定;
  - (d) 鑒於創業板的高風險情況及其他特性, 該市場較適合專業及有豐富經驗的投資者;
  - (e) 由於在創業板上市的公司屬於新興性質, 因此在創業板買賣的證券, 較在聯交所主板買賣的證券, 市場波動會更大, 同時沒有保證在創業板買賣的證券有流通市場;
  - (f) 創業板資料的主要發佈方式, 是用聯交所的互聯網網址發送。在創業板上市的公司, 一般無須在憲報公佈為具有法律效力的報章, 出資刊登廣告。據此, 本人 / 吾等確認, 本人 / 吾等需要讀取在創業板網址發送的創業板上市公司的最新資料;
  - (g) 本項創業板風險披露聲明, 未能盡錄創業板一切風險及其他重要資料, 本人 / 吾等在開始任何買賣活動前, 應自行調查及研究創業板的證券交易;

of the Exchange and UOBKH(HK)L 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; and

this risk disclosure statement relating to GEM has been fully explained to me/us by the registered person named below and I/we fully understand the contents hereof. I/We understand that UOBKH(HK)L is required under the Rules of the Exchange to ensure that I/we am/are provided with a copy of this risk disclosure statement relating to GEM signed and dated by me/us and containing the declaration by such registered person.

- 9 I/We fully understand and accept that, by signing this Agreement, UOBKH(HK)L is authorised to sell my/our securities charged to UOBKH(HK)L at any time without prior notice to or demand on me/us and therefore I/we may not be given any time or opportunity to redeem such securities.
- 10 As confirmation of the above this Agreement has been executed by me/us on the date shown below.
- 11 Client assets received or held by licensed person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
- 12 Where I/We instruct UOBKH(HK)L to use the Account for trading Nasdaq-Amex securities at the Exchange, I/we understand that the securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors and should consult the licensed person and become familiarised with the PP before trading in the PP securities. I/we 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 Exchange.
- 13 Where I/We instruct UOBKH(HK)L to use the Account for trading equity-linked instrument, I/we acknowledge that the risk of loss may be substantial in certain circumstances and should not deal in them unless I/we understand the nature of the transactions entering into and the extent of my/our exposure to risk. I/we should carefully consider whether the transactions are suitable in the light of my/our circumstances and financial position.
- 14 I/we understand that the interest which may become payable on an equity-linked instrument is generally higher than the interest on an ordinary time deposit. However, this carries with it equity risk. I/we accept a legal obligation to take the underlying instrument at the pre-agreed conversion price instead of receiving the principal of the equity-linked instrument, if the price of the underlying instrument falls below the conversion price. I/we will therefore receive an instrument that has fallen in value and will lose the entire principal or deposit if the underlying instrument become worthless.
- Equity-linked instrument may be "non transferable" and it may be impossible for me/us to close out or liquidate them.
- I/we understand that any recommendation or information received from UOBKH(HK)L is for the Client's reference only. Reliance on such recommendation or information is at my/our own risk. UOBKH(HK)L make no representations regarding the performance of my/our investment or regarding any recommendation or information given by UOBKH(HK)L.
- I/we confirm to UOBKH(HK)L that I/we have sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each equity-linked instrument, am/are acting in reliance solely upon my/our own judgement or upon professional advice obtained independent of UOBKH(HK)L as to those merits and risks (including, where relevant, the tax and accounting treatment of each equity-linked instrument) and is not relying upon UOBKH(HK)L's views or advice.
- 15 I/we understand that if I/we undertake to give instructions in connection with the Account through electronic communications, I/we may be exposed to risks associated with any electronic communication service provided by UOBKH(HK)L including the failure of hardware and software, and the result of any system failure may be that my/our order is either not executed to my/our instructions or is not executed at all. Furthermore, I/we understand that electronic communication may be subject to delays in transmission and receipt of my/our instructions or other information, delays in execution or execution of my/our instructions at prices different from those prevailing at the time my/our instructions were given, transmission interruption or blackout. UOBKH(HK)L accepts no responsibility for any loss which may be incurred by me/us as a result of such interruptions or delays or access by third parties. I/we understand that I/we should not place any instructions with UOBKH(HK)L via electronic communication if I/we are not prepared to accept the risk of such interruptions or delays.

(h)

如本人 / 吾等對本項風險披露聲明的任何方面，或對創業板證券買賣涉及的風險，有不明瞭之處，本人 / 吾等須諮詢獨立專業顧問意見；

(i)

根據聯交所規則，本人 / 吾等必須簽署本項與創業板有關的風險披露聲明，如本人 / 吾等不簽署及確認本項聲明，大華繼顯將無法執行本人 / 吾等在創業板買賣證券的指示；以及

本項與創業板有關的風險披露聲明，已由下述註冊人士向本人 / 吾等充份解釋，本人 / 吾等完全明白其中內容。本人 / 吾等明白，根據聯交所規則，大華繼顯須確保本人 / 吾等獲得提供本項與創業板有關的風險披露聲明乙份，並由本人 / 吾等簽署及填上日期，該項聲明須載入該名註冊人士的聲明。本人 / 吾等充份明瞭及簽署本協議以接受大華繼顯獲得授權，隨時在無須先行通知或向本人 / 吾等提出要求下，出售本人 / 吾等押記給大華繼顯的證券，因此本人 / 吾等可能沒有時間或機會贖回該等證券。

10 為昭信守，本協議於下述日期，由本人 / 吾等簽立。

11 持牌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。

12 如本人 / 吾等指示大華繼顯用該戶口在聯交所買賣納斯達克一美國證券交易所的證券，本人 / 吾等明白按照納斯達克一美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的，在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人的意見和熟知該項試驗計劃。本人 / 吾等應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

13 如本人 / 吾等指示大華繼顯用該戶口買賣與股票掛鈎的工具，本人 / 吾等知悉在若干情況下的損失風險甚大，除非本人 / 吾等明白正在進行的買賣的性質以及所須承擔的風險，否則不應買賣該等工具。本人 / 吾等並須因應本身的環境及財政狀況，審慎考慮究竟有關買賣是否適合。

14 本人 / 吾等明白與股票掛鈎的工具可支付的利息一般較普通定期存款為高。然而，該等工具卻須承擔資本性投資風險。倘相關工具的價格跌至低於轉換價，本人 / 吾等將接納法律責任，以預先議定的轉換價購入相關工具，而非收取與股票掛鈎的工具的本金。因此，本人 / 吾等將收到一項價值下跌的工具，倘相關工具變得毫無價值，則將失去全部本金或存款。

與股票掛鈎的工具或會「不能轉讓」，本人 / 吾等或許無法將有關工具平倉或變現。

本人 / 吾等明白大華繼顯向客戶提供的任何建議或資料僅供參考，倘本人 / 吾等依照該等建議或資料，有關風險概由本人 / 吾等承擔，大華繼顯並無就本人 / 吾等的投資表現或向本人 / 吾等所提供的任何建議或資料發表任何聲明。

本人 / 吾等向大華繼顯確認，本人 / 吾等有足夠知識及經驗，以評估買賣與股票掛鈎的工具的好處及風險，並僅以本人 / 吾等本身的判斷或以獨立於大華繼顯而就該等好處及風險（包括及在相關的情況下，各項與股票掛鈎的工具的稅務及會計處理方法）所獲的專業意見，而非依據大華繼顯之見解或意見行事。

15 本人 / 吾等明白，如本人 / 吾等通過電子通訊方式給予有關該戶口的指示，本人 / 吾等可能暴露於任何跟大華繼顯提供的電子通訊服務有關連的風險，包括硬件及軟件失靈，及任何系統失誤可能引致本人 / 吾等的指令並未按本人 / 吾等的指示執行或未被執行。此外，本人 / 吾等明白電子通訊可能受傳輸及接收本人 / 吾等的指示或其他資料的延誤、執行延誤或執行時的價格與本人 / 吾等給予指示時的價格不同、傳輸干擾或中斷的影響。大華繼顯對本人 / 吾等因該些干擾或延誤或等三方存取而可能引致的損失概不負責任。本人 / 吾等明白如本人 / 吾等並未準備接受該些干擾或延誤的風險，本人 / 吾等不應通過電子通訊給予大華繼顯任何指示。

16 I/We understand that there is risk if I/we provide UOBKH(HK)L with an authority that allows it to apply my/our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge my/our securities collateral for financial accommodation or deposit my/our securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If my/our securities or securities collateral are received or held by UOBKH(HK)L in Hong Kong, the above arrangement is allowed only if I/we consent in writing. Moreover, unless I/we am/are a professional investor, my/our authority must specify the period for which it is current and be limited to not more than 12 months. If I/we am/are a professional investor, these restrictions do not apply.

Additionally, my/our authority may be deemed to be renewed (i.e. without my/our written consent) if UOBKH(HK)L issues me/us a reminder at least 14 days prior to the expiry of the authority, and I/we do not object to such deemed renewal before the expiry date of my/our existing authority.

I/We am/are not required by any law to sign these authorities. But an authority may be required by UOBKH(HK)L, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. UOBKH(HK)L should explain to me/us the purposes for which one of these authorities is to be used.

If I/we sign one of these authorities and my/our securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on my/our securities or securities collateral. Although UOBKH(HK)L is responsible to me/us for securities or securities collateral lent or deposited under my/our authority, a default by it could result in the loss of my/our securities or securities collateral.

I/We understand that a cash account not involving securities borrowing and lending is available from most licensed or registered persons. If I/we do not require margin facilities or do not wish my/our securities or securities collateral to be lent or pledged, I/we should not sign the above authorities and ask to open this type of cash account.

16 本人 / 吾等明白如本人 / 吾等向大華繼顯提供授權書，容許其按照某份證券借貸協議書使用本人 / 吾等的證券或證券抵押品、將本人 / 吾等的證券抵押品再質押以取得財務通融、將本人 / 吾等的證券抵押品存放為用以履行及清償交收責任及債務的抵押品，存在一定的風險。

如本人 / 吾等的證券或證券抵押品的是由大華繼顯在香港收取或持有，則上述安排僅限於本人 / 吾等已就此給予書面同意的情況下方行有效。此外，除非本人 / 吾等是專業投資者，否則本人 / 吾等的授權書必須指明有效期，而該段有效期不得超逾12個月。如本人 / 吾等是專業投資者，則有關限制並不適用。

此外，如大華繼顯在有關授權的期限屆滿前最少14日向本人 / 吾等發出有關授權將被視為已續期的提示，而本人 / 吾等對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則本人 / 吾等的授權將會在沒有本人 / 吾等的書面同意下被視為已續期。

本人 / 吾等明白現時並無任何法例規定本人 / 吾等必須簽署這些授權書。但大華繼顯可能需要授權書，以便例如向本人 / 吾等提供保證金貸款或獲准將本人 / 吾等的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。大華繼顯應向本人 / 吾等解釋將為何種目的而使用授權書。

如本人 / 吾等簽署任何該等授權書，而本人 / 吾等的證券或證券抵押品已借出予或存放於第三方，該些第三方將對本人 / 吾等的證券或證券抵押品具有留置權或作出押記。雖然大華繼顯對根據本人 / 吾等的授權書而借出或存放屬於本人 / 吾等的證券或證券抵押品須對本人 / 吾等負責，但其違責行為可能會導致本人 / 吾等損失本人 / 吾等的證券或證券抵押品。

本人 / 吾等明白大多數的持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如本人 / 吾等毋須使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則不應簽署上述的授權書，並應要求開立該等現金帳戶。

## CLIENT AGREEMENT (Applicable to Corporate Clients)

To: **UOB KAY HIAN (HONG KONG) LIMITED ("UOBKH(HK)L")**, whose CE number is AAW261 and who is a participant of The Stock Exchange of Hong Kong Limited (the "Exchange"), and being a licensed corporation under the Securities and Futures Ordinance ("SFO") (Cap.571) licensed to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) of the regulated activities and registered as such with the Securities and Futures Commission of Hong Kong ("SFC"), and having its registered office at 15/F, Aon China Building, 29 Queen's Road Central, Hong Kong.

The company named on the signature page below (the "Company") requests UOBKH(HK)L to open and operate one or more accounts in the Company's name (together and each, the "Account") for the Company for trading securities on a cash basis, including but without limitation to, securities traded on the Growth Enterprise Market ("GEM") or the Main Board operated by the Exchange on the following terms and conditions:-

### 1 TERMS AND CONDITIONS

- 1.1 **Instructions:** UOBKH(HK)L will be entitled (but not obliged) to (1) honour and comply with all instructions (given by telephone, telex, fax, electronic mail or other electronic transmission, letter or otherwise) in connection with the Account or the Company's securities trading, in particular with regard to the purchase and sale of securities, the deposit of margin, and the withdrawal of funds from the Account, the delivery or disposal of all or any securities, documents, or other property of the Company held by UOBKH(HK)L from time to time, whether held by way of margin, security, safe custody or otherwise and the countermanning of any instructions, (2) accept all receipts as a valid discharge to UOBKH(HK)L for all moneys or securities owing or held by UOBKH(HK)L or UOBKH(HK)L's nominees in connection with the Account, if the same are believed by UOBKH(HK)L to be genuine and to be given, signed or executed by the number of named Director(s) specified at paragraph 8 of the Client Information Statement or by the number of other named person(s) (if any) specified at paragraph 8 of the Client Information Statement, without UOBKH(HK)L being responsible for the consequences of any action or inaction in reliance thereon and (3) require any oral, telex, fax, electronic mail or other electronically transmitted instructions to be confirmed by letter within such period as UOBKH(HK)L may specify, provided that any failure on the Company's part to confirm or delay in confirming will not prejudice UOBKH(HK)L in acting on oral, telex, fax, electronic mail or other electronically transmitted instructions alone and the Company shall indemnify UOBKH(HK)L on demand against any loss or expense incurred by UOBKH(HK)L in connection with acting on any such instruction. Any written instructions to UOBKH(HK)L shall be valid with or without the Company's chop, an impression of which appears at paragraph 8 of the Client Information Statement. UOBKH(HK)L shall be entitled in absolute discretion (without any liability at all to the Company) to refuse to act for the Company or to give effect to any instruction at any time, and shall not be obliged to give reasons for doing so.
- 1.2 **Settlement of transactions:** In respect of each transaction effected by UOBKH(HK)L for the Company pursuant to this Agreement, unless UOBKH(HK)L is already holding cash or securities on the Company's behalf to settle that transaction or otherwise agreed, the Company will (1) pay UOBKH(HK)L cleared funds or deliver to UOBKH(HK)L in deliverable form or (2) otherwise ensure that UOBKH(HK)L has received such funds or securities by such time as UOBKH(HK)L has notified the Company in relation to that transaction. If the Company fails to comply with this paragraph 1.2, UOBKH(HK)L may sell, borrow, purchase or otherwise deal with the relevant securities in accordance with paragraph 1.14.
- 1.3 **Company bears trading losses:** The Company is aware that securities markets are rapidly changing markets and that the inherent risk of loss in trading in securities can be substantial, that the risks involved in trading securities have been fully explained to the Company and that the Company will at no time hold UOBKH(HK)L responsible in any manner whatsoever for any losses resulting from any such trading, in particular through following advice of UOBKH(HK)L's employees or agents. Subject to paragraph 1.44 and as may be otherwise agreed between the Client and UOBKH(HK)L, the Client acknowledges that UOBKH(HK)L will not provide the Client with any advice regarding the suitability, profitability, tax, legal or accounting consequence of any transaction or investment strategy. The Client acknowledges that decisions regarding the conduct of a transaction are made by the Client in the Client's sole judgment.
- 1.4 **Closure of accounts:** Without prejudice to any of UOBKH(HK)L's other rights, UOBKH(HK)L shall be entitled at any time (and without liability on UOBKH(HK)L's part and without assigning any reason therefore) to refuse to act on any particular instructions (including any instructions countermanning other instructions) and/or, on at least two banking days' notice, to close the Account and terminate its relationship with the Company. No such termination under this paragraph 1.4 shall in any way prejudice or affect any transaction which shall have been effected by UOBKH(HK)L for and on behalf of the Company and the rights and obligations of UOBKH(HK)L and the Company which shall have accrued prior to such termination.
- 1.5 **Company/UOBKH(HK)L acts as principal/agent:** Unless the Company expressly notifies UOBKH(HK)L to the contrary, UOBKH(HK)L may assume that the Company is acting as principal and not as agent for others. The Company warrants that the Company is the true owner of the Account and that the Company is not holding the Account on behalf of or for the benefit of any other person, except that, where such warranty would not be correct, the Company will instead provide forthwith to UOBKH(HK)L a signed declaration by the Company stating the name of the person for whom or for whose benefit the Company is holding the Account, in which event the provisions of paragraphs 1.28 to 1.32 shall apply. UOBKH(HK)L will act as the Company's agent in effecting all transactions with respect to securities under this Agreement, but UOBKH(HK)L may indicate (in the contract note for the relevant transaction or otherwise) that UOBKH(HK)L or any person related to UOBKH(HK)L is also acting as principal as the counterparty to any such transaction effected by UOBKH(HK)L on the Company's behalf.
- 1.6 **Laws, rules and regulations:** The Company, UOBKH(HK)L and all transactions with respect to securities made for or on the Company's behalf shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC") and the SEHK Options Clearing House Limited ("SEOCH")) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable (including, without limitation, the laws of Hong Kong) as amended from time to time. All actions taken by UOBKH(HK)L in accordance with such laws, rules and regulations shall be binding on the Company. UOBKH(HK)L is authorised to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. UOBKH(HK)L does not by this Agreement offer finance for any such transactions. The Company agrees to be bound by all UOBKH(HK)L's rules and regulations applicable from time to time to the Account or the Company's securities trading.
- 1.7 **Charge/lien on securities:** All securities which are now or shall at any time hereafter be held or carried by UOBKH(HK)L for or on the Account and all money and other property at any time held by UOBKH(HK)L as margin or otherwise on the Company's behalf shall be charged to or held by UOBKH(HK)L as a first priority fixed continuing security for the payment and/or discharge to UOBKH(HK)L of all and any of the Company's liabilities to UOBKH(HK)L whatsoever (whether on the Account, arising from the business of dealing in securities or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint) and with respect to such security:-
  - (a) such charge shall attach to all dividends or interest paid or payable after the date hereof on such securities and all stocks, shares (and the dividends or interest thereon), rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities;
  - (b) upon default by the Company in payment on demand or earlier when due of any of the Company's indebtedness to UOBKH(HK)L and/or UOB Kay Hian Group Companies or any other default by the Company hereunder, UOBKH(HK)L shall have the right, acting in good faith but without notice to the Company, to sell or otherwise realise the whole or any part of the subject matter of such security as when and how and at such price and on such terms as UOBKH(HK)L shall think fit, in each case without any liability on UOBKH(HK)L to the Company for any such action, except in the case of gross negligence or wilful default, and to apply the net proceeds of such sale or realisation and any moneys for the time being in UOBKH(HK)L's hands in or towards discharge of the Company's indebtedness to UOBKH(HK)L in such order as UOBKH(HK)L may select;
  - (c) such security shall be a continuing security unaffected by any intermediate payment and shall be in addition to and shall not prejudice or be prejudiced by any lien, right of set-off or other security which UOBKH(HK)L may hold at any time for the Company's indebtedness to UOBKH(HK)L or by any release, modification or abstention from enforcement or other dealing therewith or thereof.

Without prejudice to the above, all securities held for the Account shall be subject to a general lien in favour of UOBKH(HK)L for the performance of the Company's obligations to UOBKH(HK)L arising in respect of dealing in securities for the Company.

- 1.8 **Margin and other payments:** Despite any of the other provisions of this Agreement, the Company will pay all the Company's indebtedness to UOBKH(HK)L on demand or earlier when due and at UOBKH(HK)L's request will deposit such margins in money (by cash or bank cashier order), securities or otherwise and maintain such security with UOBKH(HK)L as UOBKH(HK)L deems satisfactory or which may be required by the rules of any exchange or market of which UOBKH(HK)L is a member or to which UOBKH(HK)L may have any obligation, and each such margin/security call shall be met immediately.
- 1.9 **Combination of accounts and application of balances:** UOBKH(HK)L and/or UOB Kay Hian Group Companies may at any time or times without notice to the Company combine or consolidate all or any of the Company's accounts (including the Account) with, and liabilities to, UOBKH(HK)L and apply any credit balance to which the Company is entitled from time to time (whether on the Account or otherwise and including all deposits, immature or otherwise, and whether subject to notice or not and in whatsoever currency) in or towards satisfaction of all or any of the Company's liabilities to UOBKH(HK)L whatsoever (whether on the Account or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint). UOBKH(HK)L may use any credit balance to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by UOBKH(HK)L at the spot rate of exchange (as conclusively determined by UOBKH(HK)L) prevailing in such foreign exchange market as UOBKH(HK)L shall determine to be relevant on the date of such purchase.

- 1.10 **No authority to lend/borrow/charge/part with possession of Company's securities:** UOBKH(HK)L has no authority under the SFO to:
- deposit any of the Company's securities with a banking institution as collateral for an advance or loan made to UOBKH(HK)L, or with the HKSCC as collateral for the discharge of UOBKH(HK)L's obligations under the clearing system;
  - borrow or lend any of the Company's securities;
  - otherwise part with possession (except to the Company or on the Company's instructions) of any of the Company's securities for any purpose.
- 1.11 **Power to sell securities:** Whenever and so often as UOBKH(HK)L deems it advisable for UOBKH(HK)L's protection, by reason of insufficiency of margin, security or otherwise or for compliance with any rules of any relevant exchange, clearing house or broker, and upon any closure of the Account or termination of UOBKH(HK)L's relationship with the Company, all amounts owing by the Company to UOBKH(HK)L will (to the extent, if any, not already due and payable on demand) immediately become due and payable to UOBKH(HK)L, including without limitation any commissions, expenses or interest, on demand and UOBKH(HK)L is irrevocably authorised at UOBKH(HK)L's discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to the Company, and on the stock exchanges or commodity exchanges where such business is usually transacted or by private sale, or purchase as the case may be, to buy in any or all securities of which the Company's account is short and/or sell any or all securities which UOBKH(HK)L is holding or carrying for or on the Company's account and/or close out any open contract or position and/or cancel any outstanding orders, in each case without any liability on UOBKH(HK)L's part to the Company for any such action taken except in the case of gross negligence or wilful default. The net proceeds of any such sale, or the securities received on any such purchase, shall be applied in such order as UOBKH(HK)L may select against the Company's indebtedness to UOBKH(HK)L, or to the Company's short position with UOBKH(HK)L, without prejudice to the Company's liability for any deficiency.
- 1.12 **Commissions, expenses etc:** The Company will pay to UOBKH(HK)L all commissions incurred by the Company or UOBKH(HK)L on the purchase or sale of securities, including all commissions that may be incurred relative to UOBKH(HK)L's selling or purchasing securities pursuant to paragraph 1.7 or 1.11 above, and any expenses related to the custody of any securities. The Company undertakes to indemnify UOBKH(HK)L and its officers, employees and agents for any loss, cost, claim, liability or expenses arising out of or connected with any breach by the Company of its obligations to UOBKH(HK)L, including without limitation costs incurred in enforcing any security over the Company's assets or otherwise collecting any debts due by the Company or in connection with any closure of the Account.
- 1.13 **Interest on debit balances:** The Company agrees to pay interest on the daily overdue debit balance on the Account (including interest arising after a judgment debt is obtained against the Company) at the rate per annum which is equal to (a) the prime rate charged by members of The Hong Kong Association of Banks from time to time plus (b) the margin specified in paragraph 10.5 of the Client Information Statement or at such other rate as notified to the Company by UOBKH(HK)L from time to time (payable on the last day of each calendar month and on any demand by UOBKH(HK)L) and there shall also be debited to the Account such commission and other charges (including reimbursement of legal and other costs) as UOBKH(HK)L may from time to time impose.
- 1.14 **Company's default:** Unless otherwise agreed, following any failure by the Company to settle any transaction in accordance with paragraph 1.2, UOBKH(HK)L is authorised, in the case of a purchase transaction, to transfer or sell the purchased securities to satisfy the Company's obligations to UOBKH(HK)L or, in the case of a sale transaction, purchase the sold securities to satisfy the Company's obligations to UOBKH(HK)L and the Company shall reimburse UOBKH(HK)L for all loss, damage, fee, cost or expense suffered or incurred by UOBKH(HK)L in connection with any such transfer, sale, borrowing or purchase or the Company's failure to make payment or delivery.
- 1.15 **Custody of securities:** Any securities (which, for the purpose of this paragraph 1.15, shall be deemed to include money and other property held by UOBKH(HK)L as margin or otherwise) held or carried by UOBKH(HK)L for or on the Company's account may at UOBKH(HK)L's discretion:
- in the case of registrable securities, be registered in the Company's name or in the name of UOBKH(HK)L's nominee; or
  - be deposited in safe custody in a designated account with UOBKH(HK)L's bankers or with any other institution which provides facilities for 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.
- UOBKH(HK)L shall not be bound to redeliver to the Company the identical securities or certificates representing securities received by UOBKH(HK)L from or for the Company but may redeliver other securities or certificates representing securities of like kind and amount. UOBKH(HK)L's obligation shall be to deliver to the Company or the Company's lawful representative such securities or certificates representing securities of like kind and amount at the office at which the Account is carried provided that UOBKH(HK)L shall not be responsible for the loss of or damage to any securities deposited with or held by UOBKH(HK)L or its agents or otherwise on its behalf, unless due to gross negligence or wilful default on the part of UOBKH(HK)L or their employees or agents.
- 1.16 **Application of dividends and losses:** Any dividends, distributions or other benefits which accrue in respect of any securities deposited with UOBKH(HK)L which are not registered in the Company's name and for the Client's account shall, subject to the deduction of any commission, interest or expense and when received by UOBKH(HK)L, be credited to the Account or paid or transferred to the Company as may be agreed. Where the Company's securities form part of a larger holding of identical securities held for UOBKH(HK)L's clients, the Company shall be entitled to the same share of the benefits arising on the holding as the Company's share of the total holding. If any loss is suffered by UOBKH(HK)L, UOBKH(HK)L may debit the Account (or require payment to be made by the Company 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 Company.
- 1.17 **UOBKH(HK)L/selling broker default:** UOBKH(HK)L will be responsible to the Company for any losses suffered by the Company and any expenses incurred by the Company as a result of UOBKH(HK)L's settlement failures. In the case of a transaction for the purchase of securities by UOBKH(HK)L on the Company's behalf, if the selling broker fails to deliver on the settlement date and UOBKH(HK)L has to purchase securities to settle such transaction, the Company shall not be responsible to UOBKH(HK)L for the costs of such purchase.
- 1.18 **Company money:** Any credit balance held in the Account at any time and any money from time to time received by UOBKH(HK)L for the Company's account shall, unless paid to the Company or on-paid for settlement purposes, be held by UOBKH(HK)L on trust for the Company and credited to a client trust account maintained with a licensed bank in accordance with applicable law and the rules of any relevant exchange or regulatory authority, except that any interest earned on such balance or money shall, to the extent that it exceeds interest payable to the Company at the rate determined by UOBKH(HK)L to be applicable, be retained by UOBKH(HK)L for its account.
- 1.19 **Voting rights:** UOBKH(HK)L or its nominees may at any time exercise voting rights with respect to securities carried in the Account at UOBKH(HK)L's discretion and without further consent from the Company, but subject to any specific written voting instructions received from the Company as the beneficial owner of such securities.
- 1.20 **Communications:** All notices and communications to the Company may be effectively given by mailing the same by ordinary post addressed to the Company at the Company's registered office or any of the Company's business or mailing addresses as they appear from time to time on UOBKH(HK)L's records, or by delivering the same to the Company or to any such address, or by telex, fax, electronic mail or telephone to any number notified to UOBKH(HK)L 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 Company outside Hong Kong (in the case of post), when delivered (in the case of personal delivery), when recorded by UOBKH(HK)L's machine as sent (in the case of telex, fax or electronic mail) or when communicated (in the case of telephone). No such notice or communication need be signed on UOBKH(HK)L's behalf.
- 1.21 **Overseas order execution:** UOBKH(HK)L shall cause and control the execution of the Company's orders on exchanges and other markets anywhere in the world through any person related to UOBKH(HK)L or members of the various exchanges and clearing houses or independent floor brokers or market makers or principals in other markets, by arrangements which UOBKH(HK)L in its absolute discretion may make from time to time with various persons as may be necessary to provide order execution, and references in this Agreement to transactions or execution by UOBKH(HK)L shall be construed accordingly. If the Company directs UOBKH(HK)L to enter into any securities transaction on any exchange or other market on which such transactions are effected in a currency other than the currency in which the Company's account with UOBKH(HK)L is denominated, (a) any profit or loss arising from fluctuations in the rate of exchange between the two currencies will be for the account and risk of the Company, (b) all margin deposits will be provided to UOBKH(HK)L in such currency and in such amounts as UOBKH(HK)L may require from time to time and (c) when such securities are sold or otherwise liquidated, and any margin deposits are liquidated, UOBKH(HK)L shall debit or credit the Company's account in the currency in which the account is denominated, at a rate of exchange determined conclusively by UOBKH(HK)L on the basis of the then-prevailing market rates of exchange between the two currencies.
- 1.22 **Order/report transmission:** The Company agrees that UOBKH(HK)L is not responsible for delay or failure of execution or transmission of orders or the reporting of execution to the Company due to either a breakdown or failure of transmission of communication facilities/ computer or during the process of approval and other causes.
- 1.23 **Commission/rebates/soft dollars:** The Company shall pay to UOBKH(HK)L commissions set by UOBKH(HK)L from time to time and reimburse UOBKH(HK)L on a full indemnity basis for any other charges arising from the execution of orders for the Company's account, including (but not limited to) statutory fees, stamp duties and taxes, exchange fees, levies and delivery charges. UOBKH(HK)L may, at its option, withdraw money from the Account to pay any amounts due to UOBKH(HK)L. UOBKH(HK)L shall, at its absolute discretion, be entitled to solicit, accept and retain from any broker or other person any benefit in connection with any transaction effected with any person for the Company, including (1) any commission, rebates or similar payments and (2) any goods or services (i.e. soft dollars), but UOBKH(HK)L shall in connection with such

benefits comply with the SFC's rules as to the need for demonstrable benefit to UOBKH(HK)L's clients, transaction, execution standards, brokerage rates and disclosure to UOBKH(HK)L's clients. UOBKH(HK)L shall also, in its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Company, including any commissions, rebates or similar payments and any goods or services. UOBKH(HK)L will ensure that it shall exercise its rights under this paragraph 1.23 in accordance with applicable laws and regulations.

- 1.24 **Aggregation of orders:** UOBKH(HK)L may aggregate the Company's orders with its own orders or with those of persons connected with UOBKH(HK)L or with those of other companies. Such aggregation may on some occasions operate to the Company's disadvantage and on other occasions to the Company's advantage. However, UOBKH(HK)L shall ensure that no such aggregation with UOBKH(HK)L's own orders will operate to the Company's disadvantage and shall endeavour to ensure that any aggregation with other Company's orders will not, over a period of several such orders, disadvantage the Company in relation to other companies.
- 1.25 **Transaction reports/product specifications:** Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorised and correct and as ratified and confirmed by the Company unless UOBKH(HK)L shall receive from the Company written notice to the contrary within seven days from the time such notice, statement, confirmation or other communication is given by UOBKH(HK)L to the Company. UOBKH(HK)L will upon request provide the Company with product specification and any prospectus or other offering documents in relation to any derivatives products which the Company instructs UOBKH(HK)L to purchase or sell on the Company's behalf pursuant to this Agreement.
- 1.26 **Application of this Agreement:** This Agreement shall apply to all transactions hereafter made as well as those heretofore made and still outstanding and none of its provisions shall be deemed to be waived or modified by UOBKH(HK)L except by written agreement signed by UOBKH(HK)L.
- 1.27 **Power of attorney:** The Company hereby undertakes with UOBKH(HK)L to do and execute (and irrevocably authorises UOBKH(HK)L to do and execute on the Company's behalf) any act, deed, document or thing which UOBKH(HK)L may require the Company to do in connection with the implementation, execution and enforcement of any of the terms and any rights conferred by this Agreement including, without limitation, the execution by the Company of an irrevocable power of attorney appointing UOBKH(HK)L as its lawful attorney to do and execute all such acts, deeds, documents or things on behalf of the Company as it considers necessary or desirable in connection with such implementation, execution and enforcement and the Company agrees to ratify or confirm all such acts, deeds, documents or things by UOBKH(HK)L.
- 1.28 **Credit checks and confidentiality:** UOBKH(HK)L is hereby authorised to conduct or cause to be conducted credit investigations, enquiries and checks regarding the Company and for such purpose to approach the Company's bankers (including for the purpose of ascertaining the Company's financial situation and investment objectives and any information given in the Client Information Statement) and to pass any identity information or other information about the Client, the Client's accounts and the Client's transactions and the ultimate beneficiary in respect of any such transaction to any of UOBKH(HK)L's branches, any person related to UOBKH(HK)L and any exchange, market, clearing house or regulatory authority (including the Exchange and the SFC (together the "Regulators")) in order to assist such exchange, market, clearing house or regulatory authority with any investigation or enquiry it is undertaking. Subject to such authority, UOBKH(HK)L will keep all matters relating to the Account confidential.
- 1.29 **Ultimate beneficiary:** In this Agreement, (a) the expression "ultimate beneficiary", in relation to any transaction effected or to be effected by UOBKH(HK)L for the Client pursuant to this Agreement, means each and every person who (i) is the principal for whom the Company is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for giving the instruction in relation to such transaction and (b) the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.
- 1.30 **Company information/agent:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Company pursuant to this Agreement, the Company is acting as agent and the Company is for any reason prevented from disclosing or providing to UOBKH(HK)L identity information in respect of the ultimate beneficiary in respect of that transaction, the Company undertakes to provide such identity information to the Regulators directly within two business days (or such shorter period as the Regulators may reasonably specify for the purpose of this paragraph 1.30) of receipt of a written request either from UOBKH(HK)L or from the Regulators. The Company's undertaking under this paragraph 1.30 shall survive any termination of this Agreement.
- 1.31 **Company information/investment manager:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Company pursuant to this Agreement, the Company is acting as investment manager of any investment scheme, discretionary account or discretionary trust (or for any other person) and the Company's discretion is overridden by one or more of the beneficiaries of such scheme, account or trust (or such other person), the Company undertakes to (a) inform UOBKH(HK)L of such arrangement and (b) provide UOBKH(HK)L with identity information in respect of the ultimate beneficiary or such other person whose instructions have overridden the Company's discretion. If for any reason the Company is prevented from disclosing or providing such identity information to UOBKH(HK)L, the Company undertakes to provide such identity information to the Regulators directly within two business days (or such shorter period as the Regulators may reasonably specify for the purpose of this paragraph 1.31) of the receipt of a written request either from UOBKH(HK)L or from the Regulators. The Company's undertaking under this paragraph 1.31 shall survive any termination of this Agreement.
- 1.32 **Foreign secrecy laws:** If, in respect of any transaction effected or to be effected by UOBKH(HK)L for the Company pursuant to this Agreement, the Company is acting as an intermediary in a jurisdiction with client secrecy laws, the Company 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 paragraphs 1.28, 1.29, 1.30 and 1.31 above and (b) such agreement is legally binding under the relevant foreign law.
- 1.33 **Short selling:** The Company shall notify UOBKH(HK)L when a sale order relates to securities which the Company does not own, i.e. involves short selling.
- 1.34 **Investor Compensation Arrangement:** In the event of any default under this Agreement (as defined in the SFO) by UOBKH(HK)L resulting in pecuniary loss to the Company, the Company shall have a right to claim under the compensation fund established under the SFO, subject to the terms of such compensation fund from time to time. Any claims the Company may have against the compensation fund established under the SFO will be restricted to the extent provided for in such Ordinance.
- 1.35 **Information:** Subject to paragraphs 1.30 to 1.32 above, the Company undertakes to supply to UOBKH(HK)L on demand at any time such financial and other information about the Company (including, without limitation, the identities of the persons ultimately beneficially interested in the Account and/or any trading contracts entered into on the Account) as UOBKH(HK)L may request. The Company and UOBKH(HK)L agree to notify the other in the event of any material change to the information provided in or in connection with this Agreement. UOBKH(HK)L will notify the Company of material changes in respect of UOBKH(HK)L's business which may affect the services provided by UOBKH(HK)L to the Company.
- 1.36 **Assignment/waiver/amalgamation:** These terms and conditions shall ensure to the benefit of and be binding upon UOBKH(HK)L and its successors and assigns and the administrators, successors and assigns of the Company, except that the Company shall not assign or transfer any of its rights or obligations under this Agreement without UOBKH(HK)L's prior written consent. No delay on the part of UOBKH(HK)L in exercising any rights hereunder shall operate as a waiver thereof. None of UOBKH(HK)L's rights hereunder shall be affected by any change in UOBKH(HK)L's Memorandum and Articles of Association, by any amalgamation by UOBKH(HK)L with any person or company.
- 1.37 **Prior arrangements superseded:** These terms and conditions which may be amended or supplemented by UOBKH(HK)L at any time upon notice to the Company revoke and supersede all previous 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 UOBKH(HK)L and the Company, any account subsequently opened will be operated on these terms and conditions.
- 1.38 **Law and jurisdiction:** This Agreement shall be governed by, and enforced in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and is signed in the English language. The Company submits to the non-exclusive jurisdiction of the Hong Kong courts and irrevocably agrees that the Hong Kong address specified in paragraph 3 of the Client Information Statement (or any other substitute address in Hong Kong notified by the Company to UOBKH(HK)L) shall be an effective address for service on the Company of proceedings in the Hong Kong courts.
- 1.39 **Exclusion of liability:** Provided that Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission have been complied with, the Company will at no time hold UOBKH(HK)L responsible in any manner whatsoever for any loss resulting from the Company's or its directors' lack of understanding of any aspect of securities trading or transactions. Unless due to the gross negligence of employees of UOBKH(HK)L, and only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom, UOBKH(HK)L does not assume any liability or responsibility to the Company or any other third party.
- 1.40 **Payments:** All payments by the Company 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 Company shall simultaneously pay to UOBKH(HK)L such amount as is necessary to ensure that UOBKH(HK)L receives a net sum equal to what UOBKH(HK)L would have received had no such deduction been made.

- 1.41 **Currency indemnity:** If UOBKH(HK)L at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which UOBKH(HK)L 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 Company as a separate and independent obligation shall on demand from time to time indemnify UOBKH(HK)L 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.
- 1.42 **Withdrawal upon termination:** If there is any cash or securities standing to the credit of the Account upon any termination of this Agreement and/or closure of the Account, the Company agrees to give instructions to UOBKH(HK)L with respect to the withdrawal of such cash and/or securities within 7 days of such termination and/or closure. If the Company fails to comply with this paragraph 1.42, UOBKH(HK)L will be entitled (but not obliged) to sell any securities of the Company and send to the Company a cheque for the amount of the net proceeds of such sale plus the credit balance (if any) in the Account.
- 1.43 **Account maintenance fee:** Without prejudice to UOBKH(HK)L's rights to close the Account and/or to terminate UOBKH(HK)L's relationship with the Company under paragraph 1.4 of this Agreement, UOBKH(HK)L may debit to the Account a monthly maintenance fee of such amount as UOBKH(HK)L may determine from time to time.
- 1.44 **Advisory services:** The Company accepts and acknowledges that, as part of the services provided by UOBKH(HK)L to the Company, UOBKH(HK)L may telephone the Company on a regular basis in order to provide the Company with investment advice and/or make recommendations as to specific securities which UOBKH(HK)L may consider appropriate to the Company's circumstances. By accepting the terms and conditions of this Agreement, the Company requests and agrees to calling by UOBKH(HK)L to offer the Company specific securities which UOBKH(HK)L may consider appropriate. If the Company does not require such service, the Company will notify UOBKH(HK)L.
- 1.45 **Tape recording:** The Company expressly authorizes UOBKH(HK)L to record by tape or other means all instructions and all other verbal communications (by telephone or otherwise) in connection with the Account (collectively, "Verbal Communication"). The Company expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by your officer, shall be conclusive evidence between UOBKH(HK)L and the Company as to the contents and nature of such Verbal Communication unless and until the contrary has been established and may be used as evidence in such dispute.
- UOBKH(HK)L may refuse to act upon Verbal Communication without having to explain to the Company the reason for refusal. UOBKH(HK)L may defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as UOBKH(HK)L may consider appropriate.
- 1.46 **Third party payment:** UOBKH(HK)L shall have absolute discretion to refuse third party payment by whatever means as instructed by the Company. UOBKH(HK)L shall not be obliged to give reasons for doing so. The Company hereby acknowledge that payment of funds with third parties involves risk of default by those third parties and that UOBKH(HK)L will employ reasonable judgment in selecting third party to receive the funds of the Company in relation with this authority, nevertheless the Company irrevocably agrees that UOBKH(HK)L shall have no liability to the client whatsoever for any loss of any nature arising directly or to the Company in consequence of the default, wrongful act or omission of any person, or any circumstances beyond the direct control of UOBKH(HK)L other than any losses arising directly in consequence of the gross negligence or willful default of UOBKH(HK)L or its employees acting in the ordinary course of their employment.
- 1.47 **Titles:** The title of any paragraph of these resolutions shall not affect the meaning of that or any other paragraph.
- 1.48 **Definitions:** In this agreement, "securities" are equivalent to the meaning defined in SFO.
- 1.49 **Representations and warranties:** The Company represents, warrants and undertakes that:
- (a) the Company has the authority and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Company;
- (b) the certified copy of the resolutions of the board of the Company set out in Schedule "A" were duly passed at a meeting of directors duly convened and held (or have been signed as written resolutions by all the directors of the Company) on or prior to the date hereof in accordance with the Company's constitutional documents and were entered in its minutes book and are in full force and effect;
- (c) all necessary consents or authorization which may be required for this Agreement have been obtained and are in full force and effect;
- (d) unless otherwise explicitly stated in the Client Information Statement (as hereinafter defined), the Company is not an employee of the Exchange, member of any other stock exchange or member of any securities or futures dealer in Hong Kong (or their equivalent in any other jurisdiction). If the Company is such an employee, the Company has received written approval from his employer to open the Account and the Company will provide a copy of the written approval to UOBKH(HK)L. If the Company is or becomes an employee of the Exchange or any stock exchange or of any securities or futures dealer in Hong Kong (or their equivalent in any other jurisdiction), the Company will promptly advise UOBKH(HK)L in writing and complete all documents required by UOBKH(HK)L in order that the Company may be accepted as a client of UOBKH(HK)L; and
- (e) the Company is and shall remain responsible for reporting requirements under applicable laws in respect of any transactions effected by the Company, including but not limited to the Company's holdings in a corporation as a director or substantial shareholder.
- 1.50 **Survival:** For the avoidance of doubt, the Company's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination and in respect of Clauses 1.11, 1.12, 1.13, 1.39, 1.40 and 1.41 shall survive the termination of the terms and conditions or the deactivation or revocation of the Account.
- 1.51 **Invalidity of Any Provisions:** If any of the provisions of these terms and conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.

## 2 FURTHER TERMS AND CONDITIONS TO APPLY TO DISCRETIONARY ACCOUNTS

Where the Company (by notice given by any person or persons authorised to give instructions) requests and authorises UOBKH(HK)L 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 UOBKH(HK)L as a discretionary account and the Company further agrees and confirms as follows:

- 2.1 **Appointment:** The Company hereby appoints UOBKH(HK)L 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. UOBKH(HK)L shall fully and comprehensively manage the Discretionary Account in respect of the Investment Assets on a discretionary basis.
- 2.2 **Investment Assets:** In this paragraph 2, "**Investment Assets**" shall consist of (1) all cash and investments of the Discretionary Account initially assigned to UOBKH(HK)L by the Company and (2) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends[, stock dividends] and interest[and on bonus issues] on investments, and all appreciations thereof and additions thereto less depreciations thereof and withdrawals there from.
- 2.3 **Investment Guidelines:** UOBKH(HK)L will invest the Investment Assets in accordance with the objectives and guidelines as set by the Company in the Client Information Statement and accepted by UOBKH(HK)L (the "**Investment Guidelines**"). The Company shall have the sole discretion to modify the Investment Guidelines from time to time by notice to UOBKH(HK)L. Any modification made by the Company pursuant to this paragraph 2.3 shall become effective upon receipt by UOBKH(HK)L of a written notice of such modification signed by a person or persons authorised to give instructions. The Company will consult with UOBKH(HK)L on any modification of the Investment Guidelines which UOBKH(HK)L may consider appropriate provided that the Company shall be entitled at its sole discretion to make any such modifications. 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 UOBKH(HK)L.
- 2.4 **Management fees:** In consideration of UOBKH(HK)L providing management services on a discretionary basis for trading by the Company on the Discretionary Account, the Company agrees to pay UOBKH(HK)L such management fees as UOBKH(HK)L may require and notify to the Company from time to time.

- 2.5 **Other investment management services:** UOBKH(HK)L may act and continue to act as investment manager to other clients and nothing in this Agreement shall in any way be deemed to restrict the right of UOBKH(HK)L 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 Company.
- 2.6 **UOBKH(HK)L may trade on own account:** Nothing in this Agreement shall limit or restrict UOBKH(HK)L or any of its affiliates from buying, selling or trading in any securities for its or their own account or accounts. The Company acknowledges that UOBKH(HK)L, 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 Company.

**RISK ACCEPTANCE STATEMENT**  
(Corporate clients)

To: **UOB KAY HIAN (HONG KONG) LIMITED ("UOBKH(HK)L")**, being a licensed corporation registered as such with the Securities and Futures Commission of Hong Kong and having its registered office at Room 1501, 15/F, Aon China Building, 29 Queen's Road Central, Hong Kong

I hereby declare and acknowledge that:-

- 1 I am a director of the company named below (the "**Company**").
- 2 The client agreement (the "**Client Agreement**") to be entered into by the Company with UOBKH(HK)L has been read by the directors of the Company and has been fully explained to the Company in a language the directors of the Company understand.
- 3 The directors of the Company fully understand all of the provisions of the Client Agreement and agree that the Company should be bound by them.
- 4 The Company acknowledges that there may be risks in leaving securities in UOBKH(HK)L's safekeeping. For example, if UOBKH(HK)L is holding the Company's securities and UOBKH(HK)L becomes insolvent, the Company may experience significant delay in recovering the securities. These are risks that the Company is prepared to accept.
- 5 The price of securities can and does fluctuate; any individual security may experience upwards or downwards movements and may even become valueless. There is therefore an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities and this is a risk that the Company is prepared to accept.
- 6 The Company acknowledges that due to the volatile nature of securities markets, the purchase and writing of options over securities involves a high degree of risk.
- 7 Where the Company is an option holder, the Company understands that some options may only be exercised on an expiry day (European-style exercise) and that other options may be exercised at any time before expiration (American-style exercise), the Company understands that upon exercise some options require delivery and receipt of the underlying security and that other options require a cash payment.
- 8 Where the Company is an option holder, the Company, an option is a wasting asset and there is a possibility that as an option holder the Company may suffer the loss of the total premium paid for the option. The Company, as an option holder, is aware that, in order to realise a profit, it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. The Company is also aware that UOBKH(HK)L has no obligation either to exercise a valuable option in the absence of a Company's instruction or to give to the Company prior notice to the expiration date of the option.
- 9 Where the Company is an option writer, the Company is aware that as a writer of an option the Company may be required to pay additional margin at any time. The Company is aware that as an option writer, unlike an option holder, the Company may be liable for unlimited losses based on the rise or fall of the price of the underlying security and the Company's gains are limited to the option premium.
- 10 Where the Company is an option writer, the Company also understands that writers of American-style call (put) options may be required at any time before expiry to deliver (pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities and recognises that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.
- 11 Where the Company instructs UOBKH(HK)L to trade securities on the Growth Enterprise Market ("**GEM**"), the directors of the Company understand and the Company acknowledge the following:
  - (a) The price of securities traded on GEM 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 traded on GEM.
  - (b) GEM has been established as a market designed to accommodate companies to which a high investment risk may be attached. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. The Company appreciates 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.
  - (c) The Company is aware of the potential risks of investing in such companies and understands that the Company should make the decision to invest only after due and careful consideration.
  - (d) The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
  - (e) Given the emerging nature of companies listed on GEM, there is a risk that securities traded on GEM may be susceptible to higher market volatility compared to securities traded on the Main Board of the Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM.
  - (f) 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, the Company acknowledges that the Company needs to have access to up-to-date information to GEM-listed companies as published on the GEM website.
  - (g) This risk disclosure statement relating to GEM does not purport to disclose all the risks and other significant aspects of GEM and the Company should undertake its own research and study on the trading of securities on GEM before commencing any trading activities.
  - (h) The Company should seek independent professional advice if the Company is uncertain or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on GEM.
  - (i) The signing of this risk disclosure statement relating to GEM is mandatory under the Rules of the Exchange and UOBKH(HK)L will not be able to effect the Company's instructions to deal in securities on GEM if this statement is not signed and acknowledged by the Company.
  - (j) This risk disclosure statement relating to GEM has been fully explained to the Company by the registered person named below and the Company fully understands the contents hereof. The Company understands that UOBKH(HK)L is required under the Rules of the Exchange to ensure that the Company is provided with a copy of this risk disclosure statement relating to GEM signed and dated by the Company and containing the declaration by such registered person.
- 12 The directors of the Company, who are aware that rule 532 of the rules of the Exchange requires the Client Agreement to be printed in both English and Chinese, expressly waive the Company's right to receive a Chinese version of such document.
- 13 The directors of the Company understand that when the Company undertakes to give instructions in connection with the account at UOBKH(HK)L through electronic communications, the Company may be exposed to risks associated with any electronic communication service provided by UOBKH(HK)L including the failure of hardware and software, and the result of any system failure may be that the Company's order is either not executed to the Company's instructions or is not executed at all. Furthermore, the

directors of the Company understand that electronic communication may be subject to delays in transmission and receipt of the Company's instructions or other information, delays in execution or execution of the Company's instructions at prices different from those prevailing at the time the Company's instructions were given, transmission interruption or blackout. UOBKH(HK)L accepts no responsibility for any loss which may be incurred by the Company as a result of such interruptions or delays or access by third parties. The directors of the Company understand that the Company should not place any instructions with UOBKH(HK)L via electronic communication if the Company is not prepared to accept the risk of such interruptions or delays.

14. There is risk if the Company provides UOBKH(HK)L with an authority that allows it to apply the Company's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Company's securities collateral for financial accommodation or deposit the Company's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

If the Company's securities or securities collateral are received or held by UOBKH(HK)L in Hong Kong, the above arrangement is allowed only if the Company consents in writing. Moreover, unless the Company is a professional investor, my/our authority must specify the period for which it is current and be limited to not more than 12 months. If the Company is a professional investor, these restrictions do not apply.

Additionally, the Company's authority may be deemed to be renewed (i.e. without the Company's written consent) if UOBKH(HK)L issues the Company a reminder at least 14 days prior to the expiry of the authority, and the Company does not object to such deemed renewal before the expiry date of its existing authority.

The Company is not required by any law to sign these authorities. But an authority may be required by UOBKH(HK)L, for example, to facilitate margin lending to the Company or to allow the Company's securities or securities collateral to be lent to or deposited as collateral with third parties. UOBKH(HK)L should explain to the directors of the Company the purposes for which one of these authorities is to be used.

If the Company signs one of these authorities and its securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on its securities or securities collateral. Although UOBKH(HK)L is responsible to the Company for securities or securities collateral lent or deposited under the Company's authority, a default by it could result in the loss of the Company's securities or securities collateral.

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

# INTERNET TRADING TERMS AND CONDITIONS

## 互聯網交易條款與細則

Important: These terms and conditions (the "Terms and Conditions") are in addition to, and must be read in conjunction with, all terms and conditions stated in the account opening form for the opening of all of the Client's securities trading accounts with UOBKH(HK)L (including margin trading accounts), and all other terms and conditions as UOBKH(HK)L may prescribe from time to time.

In case of discrepancy between client cash agreement and these Terms and Condition, the later will prevail.

### 1 Internet Trading System

1.1 The Client agrees that for the purpose of trading in securities through the Internet, the Client shall access and use the system provided by UOBKH(HK)L and/or any other relevant party, at the website designated by UOBKH(HK)L (hereinafter known as "UOBKH(HK)L Internet Trading Service"). The Client shall be issued with a unique user identification code ("User ID") and unique password ("Password") by UOBKH(HK)L or such other form of approved user identification ("ID") as to provide the Client access to, and use of, the UOB Kay Hian Internet Trading Service for the purpose of trading in securities for the Client's account. The Client shall be the sole authorised and exclusive person using the User ID, ID and/or Password (as the case may be) and shall be fully responsible for the use, protection and confidentiality of the User ID, ID and/or Password as well as all transactions executed through the User ID, ID and/or Password. If the Client (or any person) attempts to access the UOBKH(HK)L Internet Trading Service using an incorrect User ID, ID and/or Password (whether once or within such number of attempts as UOBKH(HK)L may decide from time to time) UOBKH(HK)L shall be entitled (but shall not be obliged) to refuse access to and use of the UOBKH(HK)L Internet Trading Service and take such steps as UOBKH(HK)L may deem appropriate (including but not limited to the termination of all access to the UOBKH(HK)L using that User ID, ID and/or Password (as the case may be)). The Client shall on becoming aware of any unauthorised access of the UOBKH(HK)L Internet Trading Service or loss or theft of the User ID, ID and/or Password forthwith notify UOBKH(HK)L and provide such particulars as UOBKH(HK)L may reasonably require and, until actual receipt of such information and particulars by UOBKH(HK)L, all losses arising from any unauthorised access of the UOBKH(HK)L Internet Trading Service or theft of the User ID, ID and/or Passwords shall be borne solely by the Client. The Client shall safekeep and preserve the secrecy of his User ID, ID and/or Password and, failing which, shall indemnify UOBKH(HK)L from and against any loss, cost (including legal costs on a full indemnity basis), expense and damage that UOBKH(HK)L may suffer as a consequence of any unauthorised access and use of the UOBKH(HK)L Internet Trading Service via his User ID, ID and/or Password. For the avoidance of doubt, UOBKH(HK)L shall not be liable for any loss, cost, expense or damage arising from any unauthorised access of the UOBKH(HK)L Internet Trading Service or theft of the User ID, ID and/or Password.

1.2 Any use of the UOBKH(HK)L Internet Trading Service by the Client shall be in accordance with and subject to these Terms and Conditions. UOBKH(HK)L hereby reserves the right to amend, vary and/or modify, from time to time and at its sole and absolute discretion, the provisions of these Terms and Conditions and to modify, add to, suspend or terminate the operation of the UOBKH(HK)L Internet Trading Service (in whole or in part) or the services (in whole or in part) for the time being provided in, through or together with the UOBKH(HK)L Internet Trading Service at any time for any reason whatsoever and in any manner as it may deem fit without giving any prior notice thereof to the Client and without being liable for any loss, cost, expense or damage whatsoever resulting there from.

1.3 UOBKH(HK)L further reserves the right to suspend, modify or terminate the Client's access to and use of the UOBKH(HK)L Internet Trading Service (in whole or in part) and/or impose such conditions or directions in relation thereto from time to time and at its sole and absolute discretion as it may deem fit without giving any reasons or prior notice to the Client and without being liable in any way for any loss or damage whatsoever resulting there from. The Client accepts that its access to and use of the UOBKH(HK)L Internet Trading Service will not necessarily be free from faults, errors, delays or defects in its design, engineering and/or operation. For the avoidance of doubt, the trading in securities through the UOBKH(HK)L Internet Trading Service shall be subject to:-

(a) such conditions, requirements, trading limits or other restrictions as may be imposed by UOBKH(HK)L from time to time and whether or not prior notification thereof has been given to the Client; and

(b) codes and guidelines issued by Securities and Futures Commission of Hong Kong ("HKSF") or any other relevant legislations or elsewhere for the time being in force and as may be modified or amended from time to time.

1.4 The Client shall use the UOBKH(HK)L Internet Trading Service strictly in accordance with these Terms and Conditions. The Client shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to:-

重要事項：本條款與細則（「本條款與細則」）是附加於該客戶在大華繼顯開立的所有證券交易賬戶（包括孖展交易賬戶）的開戶表格所述明的所有條款及細則及大華繼顯不時訂明的所有其他條款及細則，並須與上述各項條款及細則一併理解。

如現金客戶協議與本條款與細則有任何衝突，以後者之條款為準。

### 1 互聯網交易系統

1.1 該客戶同意，為通過互聯網進行證券交易，該客戶須在大華繼顯指定的網站接達及使用大華繼顯及/或任何其他有關人士提供的系統（以下稱為「大華繼顯互聯網交易服務」）。該客戶將獲大華繼顯發出獨一無二的使用者識別碼（「使用者識別碼」）及獨一無二的密碼（「密碼」）或其他形式的核准使用者識別（「識別」），藉此讓該客戶可接達及使用大華繼顯互聯網交易服務，從而以該客戶的賬戶進行證券交易。該客戶應為唯一授權可專有使用使用者識別碼、識別及/或密碼（視乎情況而定）的人，並為使用者識別碼、識別及/或密碼的使用、保護及矩密，以及通過使用者識別碼、識別及/或密碼執行的各項交易負全責。若該客戶（或任何人）嘗試使用不正確使用者識別碼、識別及/或密碼（不論一經使用或在在大華繼顯不時決定的嘗試之數內亦然）接達大華繼顯互聯網交易服務，則大華繼顯有權（但並無義務）拒絕接達及使用大華繼顯互聯網交易服務，並採取大華繼顯認為適當的步驟（包括（但不限於））終止以該使用者識別碼、識別及/或密碼（視乎情況而定）接達大華繼顯。該客戶在得悉任何未經許可接達大華繼顯互聯網交易服務或使用者識別碼、識別及/或密碼遺失或被竊，須即時通知大華繼顯，並提供大華繼顯合理要求的詳情，而於大華繼顯實際收到有關資料及詳情之前，因任何未經許可接達大華繼顯互聯網交易服務或使用者識別碼、識別及/或密碼遺失或被竊而產生的一切損失，概由該客戶獨自承擔。該客戶須穩妥保管及保存其使用者識別碼、識別及/或密碼，並須為其保密；否則，須就通過該客戶的使用者識別碼、識別及/或密碼未經許可接達及使用大華繼顯互聯網交易服務引致大華繼顯蒙受的任何損失、費用（包括按完全彌償基準計算的法律費用）、支出及損害而向大華繼顯作出彌償。為免存疑，對於任何未經許可接達大華繼顯互聯網交易服務或使用者識別碼、識別及/或密碼被竊所產生的任何損失、費用、支出或損害，大華繼顯概不承擔責任。

1.2 如該客戶使用大華繼顯互聯網交易服務，須按照及遵照本條款與細則進行。大華繼顯特此保留權利，可不時全權及絕對酌情決定，於其認為合適的時間，基於任何大華繼顯認為合適的理由及按其認為合適的方式修訂、變更及/或修改本條款與細則的條文，並可修改、增訂、暫停或終止大華繼顯互聯網交易服務的（全部或部份）運作，或當時通過或連同大華繼顯互聯網交易服務提供的（全部或部份）服務，毋須事先通知該客戶，亦毋須為因而產生的任何損失、費用、支出或損害承擔任何責任。

1.3 大華繼顯進一步保留暫停、修改或終止（全部或部份）大華繼顯互聯網交易服務的該客戶接達及使用權利及/或可全權及絕對酌情決定訂定其認為合適的條款或指示的權利，毋須向該客戶提出任何理由或事先通知該客戶，亦毋須以任何方式為因而產生的任何損失或損害承擔任何責任。該客戶接受其大華繼顯互聯網交易服務的接達及使用不一定不含故障、錯誤、延誤或設計、工程及/或運作欠妥之處。為免存疑，通過大華繼顯互聯網交易服務進行的證券交易，須受以下各項規限：

(a) 大華繼顯不時訂定的條款、規定、交易限額或其他限制，不論有否事先通知該客戶亦然；及

(b) 香港證券及期貨事務監察委員會（「香港證監會」）發出的守則及指引或任何其他當時有效並經不時修改或修訂的有關法例或其他規定。

1.4 該客戶須嚴格按照本條款與細則使用大華繼顯互聯網交易服務。該客戶不得及不可以任何方式准許、容讓、容受或安排任何人士或實體：

- (a) gain unauthorised access to or use of the UOBKH(HK)L Internet Trading Service;
- (b) make any modifications, adjustments or alterations to any information or services available on the UOBKH(HK)L Internet Trading Service;
- (c) tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the UOBKH(HK)L Internet Trading Service;
- (d) use the User ID, ID and/or Password or any equipment/software in a manner which is inconsistent with these Terms and Conditions or detrimental to the functioning or operation of the UOBKH(HK)L Internet Trading Service;
- (e) access, use, store, modify or redistribute in any manner inconsistent with these Terms and Conditions the information, materials or data obtained from the UOBKH(HK)L Internet Trading Service whether through any other system equipment or software linked to the Client or otherwise; or
- (f) cause any failure, interruption, error, defect in, misuse of, impairment or corruption of any part of the UOBKH(HK)L Internet Trading Service or any information or services provided therein.
- 1.5 The Client shall be liable for and shall fully indemnify UOBKH(HK)L from and against any and all actions, charges, losses, damages, demands, liability, claims, costs (including legal costs on a full indemnity basis), expenses and/or consequences howsoever arising in respect of or in connection with any breach of the Client's obligations under clause 1.4 above.
- 1.6 If in the sole opinion of UOBKH(HK)L, any failure, interruption, error, defect in, misuse of, impairment or corruption of the UOBKH(HK)L Internet Trading Service is or has been or is likely to be caused by any equipment or software of the Client, UOBKH(HK)L may:-
- (a) check and inspect the Client's equipment and software; and
- (b) require the Client to disconnect, cease the use of, upgrade and/or modify the same at the Client's own cost.
- 1.7 The Client recognizes that the use of the UOBKH(HK)L Internet Trading Service may involve the electronic transmission of information that may be considered personal financial information, including but not limited to the identity, the number of shares traded and the net price for such shares. The Client hereby consents to the transmission by electronic means of such information through the UOBKH(HK)L Internet Trading Service; such consent shall be effective at all times that the Client accesses and/or uses the UOBKH(HK)L Internet Trading Service.
- 2 Risks**
- 2.1 The Client acknowledges and understands that the UOBKH(HK)L Internet Trading Service is a communication tool made available by UOBKH(HK)L to the Client at the Client's request to facilitate the communication between the Client and UOBKH(HK)L via the Internet. The Client also acknowledges that there are security, confidentiality and other risks in the use of the UOBKH(HK)L Internet Trading Service and the Internet which may be beyond the reasonable control of UOBKH(HK)L and that, by electing to use and communicate through the UOBKH(HK)L Internet Trading Service and the Internet, the Client accepts that all communications between the Client and UOBKH(HK)L are made at the sole risk of the Client.
- 2.2 The Client agrees and accepts that prices of securities quoted on the UOBKH(HK)L Internet Trading Service may change at any time and from time to time depending on the actual market conditions and accordingly, the Client's orders in respect of dealings in securities may not be executed or matched at the same prices as the prices then quoted on the UOBKH(HK)L Internet Trading Service at the time of the issuance of any such orders.
- 2.3 The Client acknowledges and accepts that the execution or matching of his orders in respect of dealings in securities is dependent on the prevailing market conditions and that UOBKH(HK)L accordingly does not and cannot represent nor warrant that any such orders transmitted through the UOBKH(HK)L Internet Trading Service will be executed or matched on an immediate or timely basis.
- 2.4 UOBKH(HK)L may from time to time provide Internet hyperlinks in the UOBKH(HK)L Internet Trading Service to Internet web pages or services provided by third parties. UOBKH(HK)L may also from time to time permit third parties to make available their services to the Client through the UOBKH(HK)L Internet Trading Service. The Client hereby acknowledges that such web pages or services provided by third parties are beyond the control of UOBKH(HK)L and that UOBKH(HK)L neither endorses nor recommends to the Client any such web pages or services and accordingly, the Client agrees that any access or use of such websites or services by the Client shall be wholly at the Client's own risk.
- 3 Instructions, Verifications, Acknowledgements and Notifications**
- 3.1 The Client hereby authorises UOBKH(HK)L to rely and act on, and treat as fully authorised by and binding upon the Client, all orders, instructions and communications received by UOBKH(HK)L through the UOBKH(HK)L Internet Trading Service by UOBKH(HK)L under or using the Client's User ID, ID and/or Password (hereinafter referred to as "Instructions").
- (a) 未經許可可接達或使用大華繼顯互聯網交易服務；
- (b) 修改、調整或改動大華繼顯互聯網交易服務提供的任何資料或服務；
- (c) 以任何方式擅改、限制或以其他方式干擾大華繼顯互聯網交易服務的任何部份、功能或運作；
- (d) 按與本條款與細則不相符或危害大華繼顯互聯網交易服務的功能或運作的方式使用使用者識別碼、識別及 / 或密碼或任何設備 / 軟件；
- (e) 按與本條款與細則不相符的方式接達、使用、儲存、修改或重新分配從大華繼顯互聯網交易服務取得的資料、材料或數據，不論通過連結至該客戶的任何其他系統設備或軟件或其他方式亦然；或
- (f) 引致大華繼顯互聯網交易服務或其提供的任何資料或服務產生任何故障、中斷、錯誤、欠妥或不當使用、損害或詛誤。該客戶須就違反上文第1.4條所載該客戶義務而產生或有關的一切訴訟、收費、損失、損害、要求、責任、申索、費用（包括按完全彌償基準計算的法律費用）、支出及 / 或後果承擔責任，並須就此而向大華繼顯作出悉數彌償。
- 1.5 若大華繼顯全權認為大華繼顯互聯網交易服務的任何故障、中斷、錯誤、欠妥或不當使用、損害或詛誤屬於或可能因該客戶的任何設備或軟件所致，則大華繼顯可：
- (a) 查核及檢查該客戶的的設備及軟件；及
- (b) 要求該客戶自費切斷、停止使用、升級及 / 或修改上述各項。
- 1.6 該客戶承認使用大華繼顯互聯網交易服務可能涉及可當作個人財務資料的電子資料傳輸，包括（但不限於）身份、成交股份數目及有關股份的價格淨額。該客戶特此同意通過大華繼顯互聯網交易服務以電子方式傳輸有關資料；在該客戶接達及 / 或使用大華繼顯互聯網交易服務期間，有關同意在任何時間均屬有效。
- 2 風險**
- 2.1 該客戶確認及明白，大華繼顯互聯網交易服務是一項大華繼顯應該客戶要求提供予該客戶的通訊工具，藉此方便該客戶通過互聯網與大華繼顯通訊。該客戶亦確認，使用大華繼顯互聯網交易服務及互聯網存在大華繼顯合理控制範圍以外的保安、保密及其他風險；如選擇使用大華繼顯互聯網交易服務及互聯網及通過大華繼顯互聯網交易服務及互聯網進行通訊，該客戶接受，該客戶與大華繼顯之間一切通訊的有關風險，均全由該客戶承擔。
- 2.2 該客戶同意及接受，大華繼顯互聯網交易服務所報出的證券價格，可隨時及不時隨市場實際情況變更；因此，該客戶的證券交易指示，可能不能按照發出有關指示時大華繼顯互聯網交易服務當時所報出的價格執行或對盤。
- 2.3 該客戶確認及接受其證券交易指示的執行或對盤，將會視乎市場現況而定，而大華繼顯因而並不及不能陳述或保證通過大華繼顯互聯網交易服務傳輸的任何有關指示將會立即或適時執行或對盤。
- 2.4 大華繼顯可於大華繼顯互聯網交易服務不時提供連結至第三方所提供互聯網網頁或服務的互聯網超連結。大華繼顯亦可不時准許第三方通過大華繼顯互聯網交易服務向該客戶提供該第三方的服務。該客戶特此確認，第三方提供的有關網頁或服務，均在大華繼顯的控制範圍之外，而大華繼顯概不認同或向該客戶推薦任何有關網頁或服務；因此，該客戶同意，如該客戶接達或使用任何有關網頁或服務，則全部風險概由該客戶自行承擔。
- 3 指示、核證、認收及通知**
- 3.1 該客戶特此授權大華繼顯依據該客戶根據或使用其使用者識別碼、識別及 / 或密碼（發出）而大華繼顯通過其提供的大華繼顯互聯網交易服務收訖的一切指令、指示及通訊（以下稱為「指示」）行事，可將有關指示當作經由該客戶正式授權處理，並對該客戶具約束力。

- 3.2 All Instructions shall be deemed to have been given or made at the time and in the format received by UOBKH(HK)L, and may be carried out by UOBKH(HK)L without further verification with the Client. UOBKH(HK)L shall be entitled (regardless of the circumstances prevailing at the relevant time and without further enquiry by UOBKH(HK)L as to the genuineness of Instructions and/or the authority or identity of the person giving the same) to regard all such Instructions as valid instructions given by the Client notwithstanding that it may have been given by a third party with or without the Client's consent and/or authority. If any Instruction received by UOBKH(HK)L is, or is regarded by UOBKH(HK)L in good faith to be, ambiguous, contradictory or conflicting, UOBKH(HK)L may either disregard such Instruction (in whole or in part) or carry out or execute such Instruction (in whole or in part) in accordance to UOBKH's interpretation of such Instruction in good faith without further reference or consultation with the Client.
- 3.3 UOBKH(HK)L shall be under no obligation whatsoever to effect any Instructions and shall be entitled to refuse to carry out the same without giving any reasons for such refusal and without incurring any liability whatsoever. Further, UOBKH(HK)L shall not be responsible for any Instruction not being executed through the UOBKH(HK)L Internet Trading Service for any reasons whatsoever.
- 3.4 Subject to the provisions of this clause 3, all transactions executed or done by UOBKH(HK)L in accordance with any Instruction shall be binding on the Client.
- 3.5 UOBKH(HK)L hereby reserves the right to deactivate or revoke the Client's access to and use of the UOBKH(HK)L Internet Trading Service if it suspects that the Instructions issued using the Client's User ID, ID and/or Password are or have not been duly authorised by the Client. In such event, UOBKH(HK)L may require the Client to re-apply for a new User ID, ID and/or Password.
- 3.6 Any acknowledgement or notification issued or published by UOBKH(HK)L via the UOBKH(HK)L Internet Trading Service shall be deemed to have been received by the Client when the same was issued or published by UOBKH(HK)L and the Client shall be bound thereby notwithstanding that such acknowledgement or notification may not have actually been received by the Client for any reasons whatsoever.
- 4 Countermand of Client's Instructions**
- 4.1 Subject to clause 4.2 below, all Instructions transmitted to UOBKH(HK)L through the UOBKH(HK)L Internet Trading Service shall be irrevocable and UOBKH(HK)L shall be entitled to act on such Instructions (in whole or in part) in accordance with these Terms and Conditions notwithstanding UOBKH(HK)L's receipt of any request by the Client to cancel or amend such Instructions. For the avoidance of doubt, UOBKH(HK)L shall not be taken to have received or to have notice of any request for cancellation or amendment of Instructions from the Client until UOBKH(HK)L communicates its receipt of the same to the Client.
- 4.2 Upon receipt by UOBKH(HK)L of any request to cancel or amend any Instruction, UOBKH(HK)L may, but shall not be obliged to, cancel or amend any Instruction after the Instruction has been transmitted to UOBKH(HK)L. UOBKH(HK)L shall use all reasonable efforts to act on the Client's request for the cancellation or amendment prior to UOBKH(HK)L's execution of such Instructions, but UOBKH(HK)L shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that UOBKH(HK)L cancels or amends, or attempts to cancel or amend, any Instructions at the Client's request, the Client shall be liable to pay any and all costs and expenses that may be incurred by UOBKH(HK)L. For the avoidance of doubt, the Client shall be bound by the execution for him by UOBKH(HK)L of any Instruction (whether in whole or in part) if and to the extent that such Instruction (or any part thereof) was not cancelled or amended by UOBKH(HK)L for the Client pursuant to the Client's request.
- 5 Commission, Fees and Right of Debit**
- 5.1 The Client agrees that UOBKH(HK)L may, and is hereby authorised to, effect any payment to or from the Client's account pursuant to or in connection with any Instruction.
- 5.2 The Client shall pay UOBKH(HK)L such subscription fees and other costs, charges, expenses and interest for the use of the UOBKH(HK)L Internet Trading Service at such rate as may be determined by UOBKH(HK)L from time to time and notified to the Client. UOBKH(HK)L further reserves the right to recover from the Client any additional, special or out-of-pocket expenses incurred on the Client's behalf pursuant to any Instructions.
- 5.3 All other agreements between the Client and UOBKH(HK)L for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and shall not be affected by these Terms and Conditions for the payment of fees, costs, charges, expenses and interest in connection with the UOBKH(HK)L Internet Trading Service.
- 5.4 All fees, costs, charges, expenses and interest payable to UOBKH(HK)L pursuant to these Terms and Conditions shall be made in the currency specified by UOBKH(HK)L in each case.
- 5.5 At all times, the Client must ensure that he has sufficient funds to fulfil any and all payment obligations when due. Similarly, the Client at all times must ensure that he has sufficient shares in this securities account for delivery when due.
- 6 Limits**
- 6.1 UOBKH(HK)L hereby reserves the right at any time to set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the UOBKH(HK)L Internet Trading Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.
- 6.2 UOBKH(HK)L may limit, cancel or suspend the UOBKH(HK)L Internet Trading Service in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the UOBKH(HK)L Internet Trading Service.
- 7 New Services, Hardware and Software**
- 3.2 一切指示均當作於大華繼顯收到指示時發出或作出，亦與大華繼顯所收到指示的格式相同，大華繼顯亦可執行有關指示，毋須與該客戶進一步核實有關指示。大華繼顯有權（不論有關時間當時的情況，而大華繼顯亦毋須進一步查詢指示及/或發出指示的人的授權或身份的真偽）將一切有關指示當作該客戶發出的有效指示處理，即使指示由第三方在獲得或未經該客戶同意及/或授權的情況下發出亦然。如大華繼顯所收到指示屬於或被大華繼顯真誠認為屬於含糊不清、互相矛盾或有所衝突，則大華繼顯可不理會（全部或部份）有關指示或按照大華繼顯以真誠方式對有關指示所作出的解釋執行（全部或部份）有關指示，毋須進一步查詢或諮詢該客戶。
- 3.3 大華繼顯並無責任執行任何指示，亦有權拒絕執行任何指示，毋須為拒絕指示而提出任何理由，亦毋須產生任何責任。此外，對於由於任何原因並無通過大華繼顯互聯網交易服務執行任何指示，大華繼顯概不負責。
- 3.4 在不抵觸此第3條的規定的情況下，大華繼顯按照任何指示執行或作出的一切交易，對該客戶均具約束力。
- 3.5 大華繼顯特此保留權利，如大華繼顯懷疑使用該客戶的使用者識別碼、識別及/或密碼發出的指示並未經該客戶妥為許可，則大華繼顯可停止或撤銷該客戶接達及使用大華繼顯互聯網交易服務的權利。在有關的情況下，大華繼顯可要求客戶重新申請新的使用者識別碼、識別及/或密碼。
- 3.6 凡大華繼顯通過大華繼顯互聯網交易服務發出或刊發的認收書或通知，應於大華繼顯發出或刊發之時當作該客戶收訖處理，而該客戶須因而受其約束，即使由於任何原因該客戶並未實際收訖有關認收書或通知亦然。
- 4 取消該客戶的指示**
- 4.1 在不抵觸下文第4.2條的情況下，凡通過大華繼顯互聯網交易服務傳輸予大華繼顯的指示，均不可撤銷，而大華繼顯有權按照本條款與細則的規定依照（全部或部份）有關指示行事，即使大華繼顯收訖該客戶取消或修訂有關指示的要求亦然。為免存疑，在大華繼顯向該客戶傳達收訖有關要求之前，不得當作大華繼顯收訖或得知任何該客戶發出取消或修訂指示的要求。
- 4.2 於大華繼顯收到任何取消或修訂指示的要求後，大華繼顯可（但並無義務）於有關指示傳輸至大華繼顯後取消或修訂有關指示。大華繼顯須盡合理的努力於大華繼顯執行有關指示前按該客戶的取消或修訂要求行事，但如大華繼顯並無完成有關取消或修訂指示，則大華繼顯概不承擔任何責任。若大華繼顯應該客戶要求取消或修訂或嘗試取消或修訂任何指示，該客戶須負責繳付大華繼顯所產生的任何及所有費用及支出。為免存疑，若大華繼顯並無根據該客戶的要求代表該客戶取消或修訂有關指示（或其任何部份），則該客戶須受大華繼顯代表該客戶執行的任何指示（不論全部或部份）約束。
- 5 佣金、收費及支款權利**
- 5.1 該客戶同意，大華繼顯可（並特此獲授權）根據或基於任何指示將款項存入該客戶的賬戶或以該客戶的賬戶支付款項。
- 5.2 該客戶須為使用大華繼顯互聯網交易服務而按大華繼顯不時釐定並通知該客戶的收費率向大華繼顯繳付服務費及其他費用、收費、支出及利息。大華繼顯進一步保留向該客戶追收根據任何指示代表該客戶產生的任何額外、特別或現付支出的權利。
- 5.3 該客戶與大華繼顯所訂立關於付費、費用、收費、支出及利息的其他繳款協議，將會繼續有效，並附加於本條款與細則關於大華繼顯互聯網交易服務有關收費、費用、付費、支出及利息的規定，並不受有關規定影響。
- 5.4 根據本條款與細則應付予大華繼顯的收費、費用、付費、支出及利息，均須按照大華繼顯在每種情況下指定的貨幣繳付。
- 5.5 該客戶在任何時間均必須確保其備有充足資金，藉以履行任何及所有到期繳款義務。該客戶同樣須於任何時間必須確保本證券賬戶備有充足股份，藉以到期進行交付。
- 6 限額**
- 6.1 大華繼顯特此保留權利，可於任何時間釐定、變更或取消任何可在大華繼顯互聯網交易服務進行或提供的交易類別、融資安排、服務及產品的限額（不論按金錢、數目或其他方式表示亦然），並可變更其各自次數及提供期間。
- 6.2 大華繼顯可隨時限制、取消或暫停全部或部份大華繼顯互聯網交易服務，毋須提出任何理由或事先通知，亦不會產生任何責任，亦可增訂、撤銷或更改通過大華繼顯互聯網交易服務可提供或進行的交易類別。
- 7 新服務、硬件及軟件**

- 7.1 UOBKH(HK)L may introduce new service(s) and/or new product(s) through the UOBKH(HK)L Internet Trading Service at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, the Client agrees to be bound by the terms and conditions as UOBKH(HK)L may prescribe governing each such new service and/or product.
- 7.2 If new or different versions of the web browser or other software necessary for the operation of the UOBKH(HK)L Internet Trading Service are available, UOBKH(HK)L reserves the right not to support any prior version of the web browser or other software. If the Client fails to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the UOBKH(HK)L, UOBKH(HK)L may reject Instructions sent by that Client.
- 7.3 UOBKH(HK)L reserves the right to change the type or versions or specifications of any hardware or equipment that the Client may be required to use for the UOBKH(HK)L Internet Trading Service, and in the event the Client fails to obtain the necessary hardware or equipment to use the UOBKH(HK)L Internet Trading Service, UOBKH(HK)L may reject Instructions sent by that Client.
- 8 Termination**
- 8.1 Without prejudice to clause 1 above, this agreement with the Client under the Terms and Conditions may be terminated by UOBKH(HK)L in its sole and absolute discretion without giving any reason at any time and without giving prior notice to the Client and without incurring any liability whatsoever. Without prejudice to the generality of the foregoing, UOBKH(HK)L shall be entitled (but shall not be obliged) to terminate these Terms and Conditions based on any grounds or reasons which will justify the termination or closing of any of the Client's accounts with UOBKH(HK)L. For the avoidance of doubt, the Client may only terminate these Terms and Conditions upon giving fourteen (14) days' prior notice in writing to UOBKH(HK)L.
- 9 Disclosure of Information**
- 9.1 The Client agrees that UOBKH(HK)L may without incurring any liability whatsoever, divulge or reveal to third parties any information whatsoever regarding the Client or any of the Client's account(s) maintained with UOBKH(HK)L for such purposes as UOBKH(HK)L may deem fit, including:
- (a) in order to link any of the Client's accounts maintained with UOBKH(HK)L;
- (b) where UOBKH(HK)L has entered into an agreement with another party, whether in Hong Kong or otherwise, to provide any service (including services available via UOBKH(HK)L Internet Trading Service). In this case, UOBKH(HK)L will provide that party with information about the Client's accounts, transactions, transfers or bill payments, and the Client's communications with UOBKH(HK)L in order to carry out Instructions;
- (c) where it is necessary for completing transactions, transfers or bill payments or otherwise carrying out Instructions;
- (d) in order to market or promote any services or products of UOBKH(HK)L;
- (e) in order to verify the existence and conditions of an account for a third party, a payee, or any holder of a check issued by the Client or on the Client's behalf through UOBKH(HK)L Internet Trading Service; or
- (f) in order to comply with laws, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- 9.2 For the avoidance of doubt, the Client agrees that UOBKH(HK)L shall not be liable for any loss or damage that the Client may incur as a result of the negligence, act or omission of any third party referred to in the clause 9.1 above.
- 10 Notification By Client**
- 10.1 The Client shall promptly notify UOBKH(HK)L and in any event within forty-eight (48) hours:-
- (a) of any failure to receive an appropriate response that an Instruction initiated by the Client through the UOBKH(HK)L Internet Trading Service has been received and/or executed;
- (b) of any receipt of a confirmation of an Instruction that the Client did not place or an inaccurate or conflicting report, account statement or information relating to the Client's account;
- (c) of any discrepancy between any information or report produced or made available to the Client by the UOBKH(HK)L Internet Trading Service on any medium (including but not limited to electronic means), or in the Client's portfolio, or an information source, and any other such report or confirmation of a trade or order;
- (d) if there is a discrepancy in the account balance, security positions or order status reported
- 7.1 大華繼顯可隨時通過大華繼顯互聯網交易服務推出新服務及 / 或新產品。若於提供有關新服務及 / 或產品期間運用有關新服務及 / 或新產品，該客戶同意受大華繼顯為有關新服務及 / 或產品訂明的各項條款及細則約束。
- 7.2 若大華繼顯互聯網交易服務運作所需的網上瀏覽器或其他軟件推出新版本或不同版本，大華繼顯保留不支援有關網上瀏覽器或其他軟件的先前版本的權利。若該客戶未有按大華繼顯的要求將有關網上瀏覽器升級，獲取獲支援的網上瀏覽器或使用任何其他軟件的支援版本，則大華繼顯可拒絕受理該客戶發出的指示。
- 7.3 大華繼顯保留權利更改該客戶使用大華繼顯互聯網交易服務所需的任何硬件或設備的種類、版本或規格的權利。若該客戶未有使用大華繼顯互聯網交易服務所需的硬件或設備，則大華繼顯可拒絕受理該客戶發出的指示。
- 8 終止**
- 8.1 在不損害上文第1條的情況下，根據本條款與細則與該客戶訂立的本協議，可由大華繼顯隨時全權及絕對酌情決定終止，毋須提出任何理由，亦毋須事先通知該客戶，亦毋須產生任何責任。在不損害前文所載的一般原則下，大華繼顯有權（但並無義務）根據任何可支持終止或結束該客戶在大華繼顯開立的任何賬戶的理據或理由終止本條款與細則。為免存疑，該客戶只可向大華繼顯發出十四(14)天事先書面通知，從而終止本條款與細則。
- 9 資料披露**
- 9.1 該客戶同意，大華繼顯可基於其認為合適之目的向第三方透露或揭露任何與該客戶或在大華繼顯維持的任何該客戶賬戶有關的資料，而不會因而產生任何責任，有關目的包括如下：
- (a) 與在大華繼顯維持的任何該客戶的賬戶連繫；
- (b) 大華繼顯與其他人士在香港或其他地方訂立協議，藉以提供任何服務（包括通過大華繼顯互聯網交易服務提供的服務）。在此情況下，大華繼顯將會向有關人士提供與該客戶的賬戶、交易、轉讓或賬款繳付有關的資料及該客戶為執行各指示而與大華繼顯進行的通訊；
- (c) 完成交易、轉讓、賬款繳付或以其他方式執行各項指示所需者；
- (d) 推銷或推廣大華繼顯的任何服務或產品；
- (e) 為第三方或通過大華繼顯互聯網交易服務經該客戶或代表該客戶開出支票的收款人或持有人核實賬戶的存在及狀況；或
- (f) 遵行法例、法庭命令、傳召出庭令或其他法律程序文件，或向任何具有法定權限要求資料的政府機構或官員提供有關資料。
- 9.2 為免存疑，該客戶同意，對於該客戶因上述第9.1條提及的任何第三方的疏忽、作為或不作為而產生的任何損失或損害，大華繼顯概不承擔任何責任。
- 10 該客戶所作出之通知**
- 10.1 如有以下情況，該客戶須即時（在任何情況下均須於四十八(48)小時內）通知大華繼顯：
- (a) 並無收到對該客戶通過大華繼顯互聯網交易服務所發出指示回覆已獲收到及 / 或執行的適當回覆；
- (b) 收到並非該客戶所發出指示的確認書，或與該客戶的賬戶有關的不確或有所衝突的報告、賬戶結單或資料；
- (c) 大華繼顯互聯網交易服務以任何媒體（包括（但不限於）電子媒體）提供予該客戶的任何資料或報告或該客戶的投資組合或資料來源編製與交易或指示的任何其他報告或確認書之間有任何差異；

to the Client through the UOBKH(HK)L Internet Trading Service;

(e) (without prejudice to clause 1.1) if there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Client's UOBKH(HK)L Internet Trading Service account.

## 11 Investment Information and Intellectual Property

11.1 UOBKH(HK)L shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the UOBKH(HK)L Internet Trading Service.

11.2 UOBKH(HK)L shall further not be responsible in the event that the Client is unable to access or use any information, data or other services available on the UOBKH(HK)L Internet Trading Service, or if the same is in any manner delayed, suspended, terminated, corrupted or faulty in any way whatsoever.

11.3 The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any of the information, data or other services provided by UOBKH(HK)L via the UOBKH(HK)L Internet Trading Service in any manner without the prior written consent of UOBKH(HK)L, or use the same for any unlawful or unauthorised purposes. The Client hereby agrees to comply with any request by UOBKH(HK)L to protect its copyrights, other intellectual property rights or moral rights, whether statutory or otherwise howsoever arising in the information, data or other services provided by UOBKH(HK)L.

11.4 The trade and service marks of UOBKH(HK)L displayed on the UOBKH(HK)L web site are the sole and exclusive property of UOBKH(HK)L and/or other relevant third parties. No right or licence is given for any reproduction or use of any such trade and service marks.

## 12 No Reliance on Information

12.1 The information provided on the UOBKH(HK)L Internet Trading Service does not constitute professional advice from UOBKH(HK)L nor should it be relied upon as such in relation to any investment decision, trading activities or orders placed by the Client who shall, at all times, rely on his own assessment and judgment in respect of any investment decision or proposed transaction. UOBKH(HK)L makes no warranty or representation, expressed or implied, as to the information on the UOBKH(HK)L Internet Trading Service, or as to its content, accuracy, completeness, timeliness or otherwise. The availability of information on the UOBKH(HK)L Internet Trading Service should not be taken in any way as an inducement to trade or a solicitation for orders.

12.2 The Client understands that each participating securities exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) which it furnishes to the parties that disseminate such data. The Client also understands that neither any participating securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of such market data or any other market information, or messages disseminated by any party. For the avoidance of doubt, UOBKH(HK)L shall not be liable in any way for, and the Client agrees to indemnify and hold harmless UOBKH(HK)L from and against, any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by or in relation to (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by or in relation to (i) any such inaccuracy, error, delay, or omission, (ii) the non-performance of, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" event (i.e. events beyond the reasonable control of any disseminating party including but not limited to floods, extraordinary weather conditions, earthquakes, or other acts of God, fire, war, acts of terrorism, insurrections, riots, labor disputes, accidents, actions of government, communications, power failures, the malfunction of any equipment or software) or any other cause beyond the reasonable control of any disseminating party. The Client understands and agrees that the Terms and Conditions may be enforced directly against the Client by the securities exchanges and associations providing market data to the Client.

## 13 Exclusion of Liability

13.1 Without prejudice to the generality of the other clauses in the Terms and Conditions and in addition to the same, UOBKH(HK)L shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of UOBKH(HK)L, its agents or independent contractors): -

(a) the reliance or use of the information or trading and other services provided through the UOBKH(HK)L Internet Trading Service;

(b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided through the UOBKH(HK)L Internet Trading Service;

(d)

通過大華繼顯互聯網交易服務向該客戶匯報的賬戶結餘、證券持倉或買賣盤的現況存有差異；

(e)

(在不損害第1.1條的情況下)存在與該客戶的大華繼顯互聯網交易服務賬戶有關的任何其他種類差異或發生可疑或原因不詳的事故。

## 11 投資資料與知識產權

11.1 對於通過大華繼顯互聯網交易服務所提供任何資料、數據或其他服務的內容、準確性、是否適時或完整性，大華繼顯概不以任何方式負責。

11.2 若該客戶不能接達或使用大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，或上述各項以任何方式受到延誤、暫停、終止、有所訛誤或錯誤，大華繼顯亦概不負責。

11.3 如未事先獲得大華繼顯書面同意，該客戶不得以任何方式複製、再傳輸、傳佈、出售、派發、刊印、廣播、流傳或商業上利用大華繼顯通過大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，亦不得使用有關資料、數據或其他服務作為任何違法或未經許可用途。該客戶特此同意遵行大華繼顯的任何要求，藉以保障大華繼顯所提供資料、數據或其他服務的版權、其他知識產權權利或精神權利（不論法定或其他性質亦然）。

11.4 大華繼顯網站所顯示的大華繼顯商標及服務標記，均為大華繼顯及/或其他有關第三方的獨有及專有產權。現概無給予任何複製或使用任何有關商標及服務標記的權利或特許。

## 12 資料不得加以倚賴

12.1 就該客戶的任何投資決定、交易活動或所發出的指示而言，大華繼顯互聯網交易服務所提供的資料，並不構成大華繼顯提供的專業意見，並不應因而加以倚賴，而在任何投資或建議交易方面，該客戶於任何時間均須倚賴該客戶本身的評估及判斷。對於大華繼顯互聯網交易服務所載的資料或其內容、其準確性、完整性、是否適時或其他方面，大華繼顯概不作出任何明確或隱含的保證或陳述。大華繼顯互聯網交易服務所提供的資料，在任何方面均不得當作交易誘因或招攬訂單處理。

12.2 該客戶明白各參與證券交易所或組織對其向傳佈資料的各方所提供的市場資料（包括（但不限於）實時報價）均宣稱享有專利權益。該客戶亦明白任何參與證券交易所或組織或市場資料的任何供應商概不保證有關市場資料或任何人士傳佈的任何其他市場資料或信息適時、順序、準確或完整。為免存疑，對於任何傳佈方的任何疏忽作為或不作為或任何「不可抗力」事件（即任何傳佈方合理控制範圍以外的事件，包括（但不限於）水浸、異常天氣狀況、地震或其他天然、火災、戰爭、恐怖主義行為、暴動、暴亂、勞資糾紛、意外、政府行動、通訊或供電故障、任何設備或軟件失靈）或任何傳佈方合理控制範圍以外的任何其他原因引致 (a) (i) 任何有關數據、資料或信息或 (ii) 任何有關數據、資料或信息的傳輸的偏差、錯誤、延遲或錯漏，或 (b) 任何有關數據、資料或信息的 (i) 任何有關偏差、錯誤、延遲或錯漏或 (ii) 未能發揮作用或 (iii)

中斷所產生、引致或有關的任何或所有申索、要求、訴訟、損失、損害、責任或費用、收費、律師費及任何性質的支出（「損失」）所產生、引致或有關的損失，大華繼顯概不以任何方式承擔責任，而該客戶同意就任何損失而向大華繼顯作出彌償，並保持大華繼顯不受任何損害。該客戶知悉及同意，向該客戶提供市場資料的證券交易所及組織，可直接對該客戶執行本條款與細則。

## 13 免除責任

13.1 在不損害本條款與細則內其他條款的一般原則及附加於有關條款的情況下，對於以下各項以任何原因或以任方式（包括（但不限於）大華繼顯、其代理人或獨立承辦商的任何作為、違責或不作為）引致或產生的任何訴訟、損害、要求、責任、申索、費用、收費或其他支出，大華繼顯概不向該客戶或任何第三方承擔任何責任：

(a)

依據或使用通過大華繼顯互聯網交易服務提供的資料或交易及其他服務；

(b)

通過大華繼顯互聯網交易服務提供的任何服務中斷、遭受干

	(c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services on the UOBKH(HK)L Internet Trading Service;		擾、延遲、暫停、失靈、故障、操作員錯誤、毛病、病毒或喪失其使用權；
	(d) any cause over which UOBKH(HK)L does not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);		(c) 大華繼顯互聯網交易服務所提供服務所運用的任何電腦硬件、應用方案軟件或其他軟件的任何故障；
	(e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client through the UOBKH(HK)L Internet Trading Service; or		(d) 大華繼顯不能合理控制的任何原因，包括（但不限於）任何政府限制、交易所裁決、暫停交易、戰爭、恐怖主義行為、罷工、工業行動、內亂或任何電子或機械設備、電話或其他通訊系統線路或裝置或公用服務系統的故障、未經許可接達或盜竊（包括（但不限於）盜竊密碼、代碼及／或登入序列）；
	(f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.		(e) 延遲、未能、疏忽或遺漏執行該客戶通過大華繼顯互聯網交易服務發出的任何指令或指示而以任何性質及以任何方式產生或有關的任何直接、間接、相應或附帶的損失或損害；或
13.2	Both the Client and UOBKH(HK)L agree that no action, regardless of form, arising out of or in connection with the UOBKH(HK)L Internet Trading Service or these Terms and Conditions, may be brought by the Client against UOBKH(HK)L more than one (1) year after the cause of action has accrued.	13.2	(f) 任何資料或資料的傳輸或交付的任何偏差、錯誤、延遲或遺漏。 該客戶及大華繼顯雙方均同意，如訴訟因由產生後已超逾一（1）年，則該客戶不得對大華繼顯提出大華繼顯互聯網交易服務或本條款與細則所產生或有關的任何訴訟（不論其形式如何亦然）。
14	<b>Indemnity</b>	14	<b>彌償</b>
14.1	The Client shall indemnify UOBKH(HK)L for all and any actions, losses, damages, demands, liability, claims, costs, charges or other expenses which UOBKH(HK)L may howsoever be subjected to in relation to the UOBKH(HK)L's functions with respect to the UOBKH(HK)L Internet Trading Service and including but not limited to in connection with or arising from:	14.1	該客戶須就大華繼顯因其大華繼顯互聯網交易服務的功能而須以任何方式承受的所有及任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，包括（但不限於）以下各項有關或產生者：
	(a) any unauthorised Instructions or other instructions and data of the Client that might be transmitted through the UOBKH(HK)L Internet Trading Service or any Instructions or such other instructions and data being inaccurate, garbled or incomplete;		(a) 通過大華繼顯互聯網交易服務傳輸的任何未經許可指示或該客戶的其他指示及數據，或任何指示或其他有關指示及數據有所偏差、含混不清或不完整；
	(b) the recovery of or attempt to recover by UOBKH(HK)L from the Client of any monies due to UOBKH(HK)L or the enforcement by UOBKH(HK)L of these Terms and Conditions ;		(b) 大華繼顯向該客戶追收或嘗試追收所欠大華繼顯的任何欠款或大華繼顯強制執行本條款與細則；
	(c) any change in any law, regulation or official directive which may have a material adverse effect on these Terms and Conditions or UOBKH(HK)L; and		(c) 任何法例、規例或官方指令進行任何對本條款與細則或大華繼顯有重大不利影響的變更；及
	(d) any breach by the Client of any of the Client's representations, warranties and obligations pursuant to these Terms and Conditions.		(d) 該客戶違反其根據本條款與細則作出的任何陳述、保證及義務。
15	<b>Communications</b>	15	<b>通訊</b>
15.1	All notices, alerts and other communications to the Client may be sent by post, hand delivery, telex, cable or facsimile transmission, mobile phone, pager, electronic mail or such other manner as UOBKH(HK)L may in its sole and absolute discretion deem fit, to the Client's last known address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address in UOBKH(HK)L's records.	15.1	凡發給該客戶的通知、警戒及其他通訊，可以郵遞、人手派遞、電傳、電報或傳真傳送、無線電話、傳呼機、電郵或大華繼顯全權及絕對酌情決定認為合適的方式發送往大華繼顯紀錄所載的該客戶最後為人所知地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址。
15.2	The Client hereby undertakes to inform UOBKH(HK)L immediately in writing of any change in the Client's address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address.	15.2	該客戶特此作出承諾，如該客戶的地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址有任何變更，將會立即書面通知大華繼顯。
15.3	All notices, alerts and other communications sent by UOBKH(HK)L shall be conclusively deemed to have been received by the Client on the day following such posting if sent by post, notwithstanding that the same may be returned unclaimed; on the day of delivery if delivered by hand; and at the time and day of dispatch by UOBKH(HK)L if sent by telex, cable, telefax or electronic mail, despite any evidence or fact to the contrary and shall be deemed to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by an officer of UOBKH(HK)L confirming the posting or dispatch of any such notice, alert or other communication from UOBKH(HK)L shall be binding and conclusive evidence of this fact against the Client.	15.3	凡大華繼顯發出的通知、警戒及其他通訊，如以郵遞方式發出，將於投寄後翌日定論地當作客戶收訖處理，即使郵件因未獲認領而退回亦然；如以人手派遞，則應於送交之日定論地當作該客戶收訖處理；如以電傳、電報、傳真或電郵發出，須於大華繼顯發送之日及時間定論地當作該客戶收訖處理，即使有任何與此相反的證據或事實亦然，並當作按發出有關通知、通訊及／或其他文書之目的有效送達處理。經由大華繼顯的高級人員所作出並確認大華繼顯投寄或發送任何有關通知、警戒或其他通訊的陳述書，應對該客戶具約束力，並為此項事實的確證。
15.4	Subject as otherwise provided for by the Terms and Conditions, no communication from the Client to UOBKH(HK)L may be effected by electronic mail or any other electronic media without the prior written consent of UOBKH(HK)L. In any event, such electronic communication shall be deemed not to have been received by UOBKH(HK)L until it is actually received by a person designated by UOBKH(HK)L to receive such communication and unless such communication is in a format readily decipherable by UOBKH(HK)L's computer systems.	15.4	除本條款與細則另有規定外，否則如未事先獲得大華繼顯書面同意，該客戶不得以電郵或任何其他電子媒體發出任何通訊。除非大華繼顯指定收取有關通訊的人士實際收到有關電子通訊，而其格式亦可即時被大華繼顯的電腦系統破解，否則在任何情況下均不得當作大華繼顯收訖有關電子通訊。
16	<b>Invalidity of Any Provisions</b>	16	<b>條文失效</b>

If any of the provisions of the Terms and Conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.

17 **Law and Jurisdiction**

Trading on the Client's Account, together with any terms and conditions imposed on the Client (whether during the opening of the account or in these Terms and Conditions) are subject to and shall be governed by and interpreted in accordance with the codes, and guidelines of HKSFCA as amended from time to time and the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and the Client further waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum, save that UOBKH(HK)L will be at liberty to proceed with any legal action against the Client in any court in any other jurisdiction.

18 **Service of Process**

The Client agrees that in any legal action taken by UOBKH(HK)L against him, service of any Writ of Summons or other originating process or any other court document (the "Court Documents") may be effected on the Client by leaving the same at the address given by the Client when opening his account or at the last known address of the Client after the opening of his account. Where such address is a postal box number or other mail address, then the service of the Court Documents may be effected by posting the same to such address and the Client hereby irrevocably confirms that service of such Court Documents in the manner stated above shall be deemed good and sufficient service on the Client, and the Client further agrees to waive all rights to demand personal service in respect of such Court Documents.

19 **Survival**

For the avoidance of doubt, the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination and in respect of clauses 13 and 14 shall survive the termination of these Terms and Conditions or the deactivation or revocation of the UOBKH(HK)L Internet Trading Service.

若本條款與細則或其任何部份的條文在任何方面被判定失效、違法或不可執行，則其餘條文的有效性、合法性及可否執行，在任何方面均不會受到影響。

17 **法律與司法管轄權**

該客戶賬戶所進行的交易，以及對該客戶訂定的任何條款及細則（不論開戶期間訂定或於本條款與細則訂定者亦然）均受經不時修訂的香港證監會守則及指引及中華人民共和國香港特別行政區（「香港」）的法例管轄，並須按照有關守則、指引及法例詮釋。該客戶特此不可撤銷地願受香港法院的非專屬司法管轄權管轄，而該客戶亦進一步放棄基於在不方便訴訟地提出法律程序為理由而對有關法律程序提出異議的權利，但大華繼續有自由在任何其他司法管轄區對該客戶進行任何法律訴訟。

18 **法律程序文件之送達**

該客戶同意，在大華繼續對該客戶提出的任何法律訴訟中，任何傳訊令狀或其他原訟法律程序文件或任何其他法庭文件（「法庭文件」）可留於該客戶開立賬戶時所給予的地址或在開戶之後該客戶最後為人所知地址，藉以送達該客戶。若有關地址為郵箱號碼或其他郵遞地址，則可將法庭文件郵寄往有關地址，藉以送達有關法庭文件。該客戶特此不可撤銷地確認，如按上述方式送達有關法庭文件，應當作妥為及充分送達該客戶處理，而該客戶進一步同意放棄一切要求以面交方式送達有關法庭文件的權利。

19 **繼續生效的條文**

為免生疑問，該客戶有責任支付累積至（及包括）本協議終止日期就第13及14條需支付的所有付費、費用、收費、支出及數額，在本條款及細則終結後或大華繼續互聯網交易服務停止或撤銷後仍然有效。

**UOB KAY HIAN (HONG KONG) LIMITED (“UOBKH(HK)L”)**  
**Information to Account Holders pursuant to the Personal Data (Privacy) Ordinance**

The policy and practices of UOBKH(HK)L in relation to the collection of personal data from individual clients for or in relation to the purposes set out hereunder and the Personal Data (Privacy) Ordinance (“the Ordinance”) are set out below.

From the time to time, it is necessary for clients to supply UOBKH(HK)L with personal data in connection with the opening or continuation of accounts and the establishment or continuing loan facilities.

The purposes for which data relating to a client may be used are as follows:

- Opening, administering and continuation of a client’s account;
- The daily operation of the loan facilities provided to clients;
- Making lending and credit analysis decisions;
- Conducting credit checks and ensuring ongoing credit worthiness of clients;
- Determining the amount of indebtedness owed to or by clients;
- Recovery of any monies owed from or liabilities incurred by clients and those providing security for clients’ obligations;
- Meeting the requirements, including the requirement to make disclosure, under any law, rules or regulations binding on UOBKH(HK)L; and/or
- For purposes relating or incidental thereto.

Data held by UOBKH(HK)L relating to a client will be kept confidential but UOBKH(HK)L may provide transfer, disclose or exchange such personal data to:-

- Any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to UOBKH(HK)L in connection with the operation of its to their business;
- Any other person under a duty of confidentiality to UOBKH(HK)L;
- Any bank or financial institution with which the client has or proposes to have dealings;
- Any actual or proposed assignee of UOBKH(HK)L or participant or sub-participant or transferee of the rights of UOBKH(HK)L in respect of the client;
- Any legal, accounting or professional person, firm or body; and
- Any government, law enforcement or other regulatory authority, body or entity under any applicable law, rules or regulations.

Under and in accordance with the terms of the Ordinance any individual has the right to:-

- Check whether UOBKH(HK)L holds data about him/her and the right of access to such data;
- Require UOBKH(HK)L to correct any data relating to him/her which is inaccurate;
- Ascertain UOBKH(HK)L’s policies and practices in relation to data and to be informed of the kind of personal data held by UOBKH(HK)L.

In accordance with the terms of the Ordinance, UOBKH(HK)L has the right to charge a reasonable fee for the processing of any data access request.

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

Client Services Department - Room 1501 Aon China Building, 29 Queen’s Road Central, Hong Kong  
Tel : (852)2521 8787 Fax : (852)2868 9376

**大華繼顯(香港)有限公司 [「大華繼顯」]  
按個人資料【私隱】條例提供予戶口持有人的資料**

大華繼顯為或有關以下目的及個人資料【私隱】條例【下文統稱「條例」】而作出有關收集客戶個人資料的政策及常規如下。

客戶在申請開立戶口、延續戶口及開設及維持大華繼顯的信貸融資服務時，須不時向大華繼顯提供有關資料。

客戶資料可能會用於以下各目的：

- 開立、處理及延續客戶的戶口；
- 向客戶所提供的信貸融資的日常運作；
- 製作信貸分析決定；
- 進行信貸檢查及確認客戶有持續良好信用；
- 確定大華繼顯與客戶相互間之債務；
- 向客戶或就客戶的義務提供抵押的人士追討欠款或前述人士所引產的責任；
- 為符合對大華繼顯具約束力的任何法例、規則、規例的規定，包括須作披露的規定；及
- 與上述有關或附帶的其他用途。

大華繼顯會把有關客戶的資料保密，但大華繼顯可能將該些個人資料向以下人士作轉讓、披露或交換：

- 任何代理人、承包商、或在行政、電訊、電腦、付款或證券結算或其他與大華繼顯業務運作上提供有關服務的第三者；
- 任何對大華繼顯有保密責任的人；
- 任何與客戶已有或將有交易的財務機構及銀行；
- 任何大華繼顯的實質或建議受讓人、參與人、附屬參與人或大華繼顯對客戶權益的受讓人；
- 任何法律、會計或專業人士、商號或團體；及
- 於任何適用法例、規則或規例有關的任何政府、執法及其他監管機關、團體或實體。

根據條例中的條款，任何人有權：

- 查閱大華繼顯是否持有他 / 她的資料及有權索取該等資料；
- 要求大華繼顯改正有關他 / 她不正確的資料；
- 確定大華繼顯對資料的政策及常規，及可獲知大華繼顯持有其何等的資料。

根據條例規定，大華繼顯對處理任何索取資料的要求有權收取合理費用。

任何人士如欲取資料、改正資料，或欲知道大華繼顯對資料的政策及常規，及持有其何等的資料，請向下列人士提出或查詢：

客戶服務部 - 香港中環皇后大道中29號，怡安華人行1501室  
電話：(852)2521 8787 傳真：(852)2868 9376