

信達國際證券有限公司

CINDA INTERNATIONAL SECURITIES LIMITED

客户协议

CLIENT'S AGREEMENT

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THIS AGREEMENT is made the _____ day of _____ between

I. Cinda International Securities Limited, a licensed corporation (CE No. AEL 202) licensed by the Securities and Futures Commission under the “Securities and Futures Ordinance” (Cap. 571) carrying out the regulated activity of dealing in securities and an Exchange Participant of the Stock Exchange of Hong Kong Limited (the “Exchange”), whose registered office is situated at 45th Floor, COSCO Tower, 183 Queen’s Road Central, Hong Kong (hereinafter referred to as “CISL”); and

II. _____ of _____

_____ (the “Client”).

TERMS AND CONDITIONS

1. The Account

- 1.1 I/We confirm that the information provided in the Account Opening Form and the Client’s Information Statement is true, complete, up-to-date and accurate.
- 1.2 I/We will inform you immediately of any changes to the information supplied in opening my/our account. You are entitled to rely on the information for all purposes until you have received notice in writing from me/us of any changes.
- 1.3 You are authorized at any time: (i) to obtain references and account information from my/our bankers and for this purpose I/we hereby waive my/our bankers’ duty of confidentiality; and (ii) to contact any other persons to verify the information provided by me/us. Further, I/we hereby authorize you at any time to conduct credit enquiries on me/us for the purpose of ascertaining my/our financial situation.
- 1.4 You will keep information relating to the Account confidential, but as required by law, the conditions of your licensed status or your membership of any stock exchange, may provide information to any regulatory authority, stock exchange or similar bodies and will not be liable in any way to me/us for so doing.

2. Laws and Rules

- 2.1 All transactions in relation to securities which you effect for or on my/our behalf in the Hong Kong Special Administrative Region of the People's Republic of China (the “**HKSAR**”) or elsewhere shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes, but not limited to:-
- (i) in relation to transactions undertaken by you in the HKSAR, the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the Stock Exchange of Hong Kong Limited (“the Exchange”) and of the Hong Kong Exchanges and Clearing Limited and the laws of the HKSAR as amended from time to time; and
 - (ii) in relation to transactions undertaken by you outside the HKSAR, the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the relevant exchange, clearing house or other market in any country where the transactions are executed and all applicable laws, rules and regulations in the relevant jurisdiction.
- 2.2 All actions undertaken by you in accordance with all applicable laws, rules and directions shall be binding on me/us and you.
- 2.3 I/We agree that all those transactions in securities undertaken by you for or on my/our behalf outside the HKSAR may be effected by you directly on any exchanges where you are authorized to transact stockbroking business or, at your option, on any exchanges through any other broker which you may, at your discretion, decide to employ or engage. Provided you have chosen such other broker in good faith, you shall not be liable to me/us for any act or omission of such other broker. I/We undertake to familiarise myself/ourselves with the foreign markets in question before I/we trade in those markets.
- 2.4 I/We further undertake that I/we shall not engage in any transactions which are designed to, or likely to, result in the creation of a false market in securities and that I/we will not engage in any insider dealing or any other prohibited or unlawful activities.

3. Orders and Instructions

- 3.1 I/We acknowledge that by reason of physical restraints on stock exchanges (including the Exchange), market volatility in the price of securities and for other reasons beyond your own control, there may on occasions be a delay in dealing and/or you may not be able to trade in securities at the prices quoted at any specific time or “at best” or “at market” value. I/We confirm that you shall not be liable for any loss arising by reason of your failing, or being unable to comply with any terms of any order or instructions. Where you are unable to perform any order or instructions in full, unless specifically instructed otherwise on the particular occasion concerned, you are entitled to effect partial performance of the order or instructions without prior reference to, or confirmation from me/us.
- 3.2 I/We confirm that you may accept instructions given to you in writing or verbally, including by telephone, facsimile or other electronic means (including unauthenticated telex). You will not be under any duty to verify the capacity of the person(s) giving those instructions. I/We confirm that you reserve the right to decline to accept instructions from time to time as you see fit. I/We fully understand that there are risks in operating the Account on instructions given verbally (including given by telephone), by facsimile or other electronic means. I/We accept all risks of so doing and irrevocably release you from all liabilities arising out of or in connection with such instructions, whether or not you take, or decline to take, action in accordance with those instructions.
- 3.3 Unless I/we give specific instructions to the contrary, all orders and instructions are good for the day only and will lapse at the end of the official trading day of the exchange in respect of which they are given.
- 3.4 You will record telephone conversations with me/us and I/we will accept the contents of any such recording as final and conclusive evidence of the conversation concerned and its content.

4. Suspension or Closure of Account

- 4.1 You may, in your absolute and sole discretion, refuse to accept and/or carry out any instructions and/or may suspend the operation of the Account from time to time and/or close the Account and cease to act on my/our behalf further, without being obliged to give any reasons for any such refusal and/or suspension and/or closure.
- 4.2 Upon the suspension or closure of the Account all monies owing by me/us to you shall immediately become due and payable and upon full payment of all such monies you shall deliver as soon as is reasonably practicable any funds in the Account and/or any securities held in your (or your agent's or nominee's) name to me/us or to my/our successors in title. To the extent that it is not practicable to deliver any such securities you are authorized to sell the same and account to me/us for the proceeds.

4.3 For the avoidance of any doubt, I/we confirm that you have absolute and sole discretion to decide what, when, how, and to whom to sell any of securities held on my/our behalf without being liable in any way for losses or expenses thereby caused or incurred whether by market fluctuation or otherwise howsoever; and that you are entitled to charge at your absolute and sole discretion reasonable fees in respect of acts done in accordance with Clause 4.2 above.

5. Transactions

5.1 You will act as my/our agent in effecting transactions in securities. In the event you act as a principal you will indicate this fact in the contract note for the relevant transaction or otherwise.

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

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

- (i) pay you cleared funds or otherwise ensure that you have received such funds on or before the date on which payment for the securities is first due in accordance with the rules of the stock market in which the transactions are effected (the “**settlement date**”); or
- (ii) deliver to you securities in deliverable form or otherwise ensure that securities will be available to you on or before the settlement date.

5.4 Time is of the essence as regards all payments and/or delivery of securities due from me/us to you. If I/we fail to perform my/our obligations set out in Clause 5.3 above, you may:-

- (i) in the case of a purchase transaction, to transfer or sell any such purchased securities and/or any other of my/our securities as you may in your absolute discretion decide to satisfy my/our obligations to you; or
- (ii) in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy my/our obligations to you.

5.5 I/We will be responsible to you for any loss, costs, fees and expenses on a full indemnity basis in connection with and/or arising out of any instructions given to you on my/our behalf and/or in respect of any failure to meet my/our obligations by the settlement date; and I/we undertake not to bring any claim against you if you exercise your rights under Clause 5.4 above.

5.6 If you have to obtain securities, which you have purchased on my/our behalf in the open market, following the failure of the selling broker to deliver on the settlement date, you will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.

6. Commissions, Charges, Levies and Rebates

6.1 I/We will pay you:-

- (i) your commissions at such rate(s) as you may from time to time have notified to me/us as being the rate(s) applicable to the Account;
- (ii) charges and all other disbursements reasonably incurred by you in relation to transactions which transactions have been duly authorized by me/us or duly executed for or on my/our behalf;
- (iii) all applicable levies or fees imposed by the Exchange (or such other exchange through which the transaction is executed); and
- (iv) all applicable stamp duties.

6.2 You may deduct such commissions, charges, levies and stamp duties from the Account.

6.3 I/We hereby acknowledge and agree that in respect of transactions entered into on my/our behalf, you may from time to time receive and shall be entitled to retain certain cash or money rebates and the benefit of reduced commissions or share commissions with fund houses, brokers, licensed corporations or other third parties unless specifically prohibited by the rules and regulations of the relevant exchange or other market practices.

7. Interest

7.1 I/We agree to pay interest, which shall accrue daily, on all overdue balance owing by me/us to you (whether pursuant to any demand or otherwise), after as well as before any judgment, at such rate(s), not exceeding the maximum permitted by law, as you may from time to time in your absolute discretion determine and have notified me/us in writing.

7.2 Interest on all overdue balance owing by me/us shall be calculated and payable to you on the last day of each calendar month or upon any demand being made by you.

8. Transfer of Securities

You shall if so requested by me/us as soon as reasonably practicable procure the registration of any securities from time to time forming part of the Account in my/our name or my/our nominee's name.

9. Safekeeping of Securities

9.1 Any securities deposited by me/us with you and/or purchased by you on my/our behalf, and held by you for safekeeping may, at your discretion be either:-

- (i) registered in my/our name or in the name of your nominee (including, for the avoidance of doubt, any overseas nominee in circumstances where transactions in securities hereunder take place outside the HKSAR); or
- (ii) deposited in safe custody in a designated account with your banker or some other institution approved by the Securities and Futures Commission ("the SFC").

9.2 Where securities are not registered in my/our name, (subject to any applicable law) any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to the Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

9.3 You shall not, without my/our prior written authority, deposit any of my/our securities with third parties as collateral for financial accommodation provided to you or lend or otherwise part with (except as provided in Clause 9.1 above) the possession of any such securities for any purpose. This provision does not affect your right to dispose of my/our securities for the purpose of settling any liability owed by me/us to you under this Agreement.

10. Custodian and/or Nominee Services

10.1 In consideration of your providing at my/our request custodian and/or nominee services, I/we agree to pay you fees at such rate(s) as you may from time to time have notified to me/us in respect of any securities held by you as my/our custodian or registered by you on my/our behalf in the name of your nominee.

10.2 If any action is required in respect of such securities and I/we cannot be contacted or fail to give you punctual or adequate instructions for such action, I/we hereby authorize you to act on my/our behalf as you shall in your absolute discretion think fit, including, without limitation, exercising any voting rights in respect of securities of which I am/we are the beneficial owner but which are registered in the name of your nominee and you shall not be liable, in the absence of fraud or wilful default, for such action as you may take.

- 10.3 I/We undertake to indemnify you against all costs, charges and expenses that may be incurred by you in respect of securities held by you for safekeeping, or registered in the name of your nominee, on my/our behalf.

11. Monies Held for Me/Us

- 11.1 Unless otherwise directed in writing by me/us, you shall retain on my/our behalf:- (i)

all amounts received by you from the sale of my/our securities or which may otherwise arise from the operation of the Account by you (including but not limited to dividend and interest receipts); and

- (ii) all amounts received by you from me/us for the purchase of securities;

less any amounts which you are entitled to deduct therefrom under the terms of this Agreement or any other agreement that you or any of your group companies may have with me.

- 11.2 Such monies retained by you on my/our behalf, less any amounts which you are entitled to deduct therefrom, shall within 1 business day after their receipt (or such other period as may be prescribed by law) be transferred into a designated trust account maintained with a licensed bank as required by applicable laws from time to time. In this Agreement, “**business day**” means a day (excluding Saturday) on which banks are open for business in the HKSAR.

- 11.3 I/We agree that no interest shall accrue for my benefit on sums retained by you on my/our behalf until the same are paid into the trust account referred to above. The rate(s) and other terms applicable to any monies held in such trust account on my/our behalf shall be determined by you at your discretion and shall be notified by you to me/us from time to time.

12. Remission of Monies

- 12.1 You shall, within 24 hours of demand or upon receipt of funds by you following the sale of securities on my/our behalf (as the case may be), pay by cheque or remit to me/us all or part of the monies forming part of the Account except:-

- (i) such amounts which you are entitled to deduct therefrom under the terms of this Agreement or any other agreements that you or any of your group companies may have with me; and/or

- (ii) such monies as shall have been placed on deposit with you.

- 12.2 Any amounts to be transferred by you to me/us shall be transferred to the bank account specified in the Client's Information Statement or to such other account as I/we may from time to time in writing specify or in such other manner as you may agree.

13. Currency of the Account

- 13.1 Unless otherwise notified to me/us, my/our account with you will be maintained in Hong Kong dollars. If you are instructed (or if the circumstances require you) to effect any transaction for my/our account in a currency other than Hong Kong dollars, you or your group companies or clients associated with you may enter into foreign exchange contracts to complete such transactions. You may make purchases and/or sales outside the market in which the securities concerned are normally traded.

- 13.2 I/We accept the risk of loss arising as a result of a fluctuation in the exchange rate between foreign currency and Hong Kong dollars will be entirely mine/ours. I/We agree that in the absence of manifest error your determination as to the rate of exchange applicable at the material times shall be conclusive.

14. Dealings by You

You may take the opposite position to my/our orders whether it is on your own account or on behalf of your other clients or your group companies. Nothing herein contained shall place you under any duty to disclose to me/us any fact or thing which comes to your notice in the course of acting in your own capacity or in the capacity for any other person.

15. Priority

- 15.1 I/We understand that, subject to applicable laws and regulations, you may in your absolute discretion determine the priority in the execution of your clients' orders, due regard being had to the sequence in which such orders were received, and I/we shall not have any claim of priority to another client in relation to the execution of any order received by you.
- 15.2 You may, without reference to me/us, combine for execution my/our orders with the orders of other clients. This may result in a more favourable or less favourable price being obtained for me/us than would have been achieved had the orders been executed separately. Where there are insufficient securities to satisfy orders so combined, the transaction shall be allocated between clients at your discretion, with due regard being given to the sequence in which such orders were received.

16. Lien

Any and all monies and securities, acquired for or on my/our behalf, or in which I/we have an interest which are held for my/our account shall be subject to a general lien for the discharge of my/our obligations to you and should I/we not fully and promptly satisfy those obligations I/we agree that you shall have the right (but not the obligation) to sell all or some of the said securities at such time(s) and price(s) and manner as you in your sole discretion decide, to discharge the obligations without being liable for losses resulting from such sale(s).

17. Consolidation of Accounts and Set-off

17.1 Without limiting any of your rights and powers, you may at any time without notice to me/us combine or consolidate all or any of my/our accounts with and liabilities to you and/or your group companies and set-off or transfer any sum(s) in whatever currency standing to the credit of such account(s) in or towards satisfaction of any of my/our liabilities of whatever nature (including liabilities incurred as principal or surety and whether such liabilities be actual or contingent, primary or collateral, several or joint) to you and/or your group companies. This right of set-off is a continuing security and is in addition and without prejudice to any security you may now or hereafter hold.

17.2 In respect of any payments by you to offset and discharge any of my/our obligations to any of your group companies, I/we agree that you shall not be concerned whether or not such obligations exist, provided demand has been made on you by such group company. Without limiting or modifying the general provisions of this Agreement, you are hereby specifically authorized to transfer any sum or sums among the different accounts that I/we have with you and with any of your group companies provided that all rules, regulations and procedures of the Exchange are complied with at all times.

18. Own Judgment

18.1 I/We acknowledge and agree that any dealing in or with securities effected by you pursuant to instruction from me/us shall result from my/our own judgment not from any advice given by your employees and/or agents and I/we shall not seek, nor seek to rely on, any advice from your employees and/or agents in that regard.

18.2 I/We acknowledge that investment advice which any employee or agent purports to give, does not fall within the scope of their employment with you.

19. New Issues

If I/we request you to apply on my/our behalf for securities in a new issue for listing on the Exchange, I/we agree to be bound by the terms of the new issue and in particular, I/we hereby:-

- (i) warrant and undertake that any such application shall be the only application made for my/our benefit and that I/we shall make no other application in that issue;
- (ii) authorize you to represent and warrant to the Exchange that no other application shall be made or shall be intended to be made by me/us or for my/our benefit;
- (iii) acknowledge that you will rely on the above warranties, undertakings and authorizations in making the application; and
- (iv) waive all and any claims I/we may have against you, your directors, employees and/or agents should any securities in the new issue not be issued to me/us unless such non-issue is due to your personal and wilful default, done with intent to cause the actual loss suffered by me/us;

Provided that if multiple applications are allowed for a particular new issue under the relevant new issue terms and by all regulatory bodies concerned, then the warranties, undertakings and authorizations above shall apply to such new issue applications to intent that you can assume and proceed on the basis that I/we am/are complying with all applicable rules and terms whatsoever and howsoever arising.

20. Unclaimed Credits

I/We agree that any amounts received by you whether in the form of dividends, unpresented cheques, remittances or any other form whatsoever, where the owner or owners of such amounts cannot be identified or traced by your using reasonable efforts, will become your property after a period of 6 years from the receipt of such amounts by you. I/We further agree that once such amounts have become your property in accordance with the terms of this provision, I/we shall have no claim whatsoever against you in respect of such amounts or any part thereof and I/we hereby waive any rights or claims whatsoever which I/we may have or acquire over such amounts or any part thereof.

21. Liability and Indemnity

- 21.1 Neither you nor any of your officers, employees or agents shall be liable to me/us for any loss suffered by me/us arising out of or in connection with any act or omission in relation to the Account unless such loss results from your fraud, negligence or wilful default.
- 21.2 I/We agree to indemnify you and your officers, employees and agents against all costs (including without limitation all legal costs and any costs incurred by you in the collection of any debt), claims, liabilities and expenses arising out of or in connection with the performance of your duties or discretions hereunder or arising out of or in connection with any breach by me/us of my/our obligations to you or if any representation or warranty made by me/us becomes untrue or inaccurate.

22. Representations, Warranties and Undertakings

- 22.1 I/We represent and warrant that I/we have full and unrestricted power to enter into this Agreement and that I/we have obtained all necessary consents and have taken all necessary action (including, where appropriate, any action required under our corporate or other organizational documents) to authorize me/us to enter into this Agreement and to perform my/our obligations hereunder.
- 22.2 I/We agree not to charge or pledge, or allow to subsist any charge or pledge over, any securities or monies forming part of the Account without your prior written consent or to sell, grant an option over, or otherwise deal in any way with or purport to sell, grant an option over or deal with, any securities or monies forming part of the Account.

23. Communications and Documents

- 23.1 I/We agree that written confirmations, statements, contract notes, notices, and any other communications and documents (including but not limited to demands, writs, summonses, orders, pleadings and petitions) may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address, telex, facsimile or telephone numbers set out in the Client's Information Statement or at such other address, telex, facsimile or telephone numbers as I/we hereafter shall notify to you in writing. All communications and documents so given to me/us shall be deemed to have been received at the time of transmission if delivered personally, by telex, facsimile or telephone or 48 hours after despatch if sent by post whether or not I/we actually receive the same.

23.2 I/We undertake to notify the manager of your settlement department or one of your directors without delay if for any reason there is an error in any of the statements supplied to me/us or if I/we do not receive statements and/or contract notes promptly after any dealings have taken place. I/We will check all contract notes and statements thoroughly and if I/we do not object in writing within 7 calendar days from the date thereof then in the absence of manifest error I/we accept that such contract notes and/or statements are to be conclusively binding on me/us as to the correctness of the matters stated therein.

24. Personal Data (Privacy) Ordinance

Where you hold personal data, within the meaning of the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486), I/we agree that (subject to the provisions of that Ordinance) any such data may be used for the following purposes:-

- (i) sharing, cross-checking and transferring that personal data with any of your group companies whether in relation to new or existing client verification procedures, ongoing account administration or marketing;
- (ii) the comparison and/or transfer to third parties of such personal data for the purposes of credit checking and/or data verification;
- (iii) any purpose relating to or in connection with compliance with any law, regulation, court order or order of a regulatory authority including the provision of any such data to any such regulatory authority which shall request the same (without your having to obtain prior legal advice as to the competence of such a request); and/or
- (iv) any other purpose relating to or in connection with your business or dealings or the business or dealings of any group company.

25. Force Majeure

I/We agree that you and your directors, officers, employees and agents shall not be liable for any delay or failure to perform any obligations on your part hereunder or for any losses caused directly or indirectly by any condition or circumstances over which you, your directors, officers, employees or agents do not have control, including but not limited to, any government restriction, suspension of trading by any relevant exchange, clearing house or other market, failure of electronic or mechanical equipment or communications lines, telephone or other interconnection problems, theft, war, strikes, civil disorder, acts or threatened acts of terrorism and natural disasters.

26. Compensation Fund

If the Client suffers pecuniary loss by reason of CISL's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

27. Joint and Several Liabilities

Where the Client consists of more than one person:-

- (i) the liability and obligations of each of them shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them. The death of one or more of them shall not affect or impair the terms hereof as regards transactions thereafter had with the survivor or survivors;
- (ii) each of them shall be bound even though any other such person is not for whatever reason, so bound;
- (iii) you shall be entitled to deal separately with each such person on any matter to any extent without affecting the liability of any other such person; and
- (iv) instructions of one such person bind all other persons comprising the Client.

28. Amendments

To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from me/us and such amendments shall come into effect immediately upon my/our receipt of your notice pursuant to this Agreement. I/We acknowledge that if I/we do not accept any amendments as notified by you from time to time, I/we shall have the right to terminate this Agreement in accordance with Clause 32 below.

29. Material Changes

You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us, including but not limited to any change of your name and address, your licensed status with the SFC and the basis for payment as set out in this Agreement.

30. Payment on Demand

Notwithstanding any of the other provisions of this Agreement, I/we shall pay all my/our indebtedness to you on demand or earlier when due and at your request shall deposit such cash or securities and maintain such security with you as you may deem satisfactory. I/We shall at your request from time to time deposit (at your absolute discretion) sufficient cleared funds in the Account before carrying out any transaction.

31. Default

31.1 Any of the following events shall constitute an event of default ("**Event of Default**"):-

- (i) my/our failure to pay any purchase price or other payments under this Agreement when due;
- (ii) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against me/us;
- (iii) the levying of attachment against the Account;
- (iv) my/our default in the due performance or observance of any terms of this Agreement; or
- (v) any consent, authorisation or board resolution required of me/us to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; or
- (vi) any representation or warranty made in or in pursuance of this Agreement or in any certificate statement or other documents delivered shall be or become incorrect in any material aspect; or
- (vii) you form the view in good faith that action is necessary to protect, enforce or preserve your rights hereunder.

31.2 If an Event of Default occurs, without prejudice to any other rights or remedies that you may have against me/us and without further notice to me/us, you shall be entitled to (subject to all applicable laws):-

- (i) cancel any or all outstanding orders or any other commitments made on my/our behalf;
- (ii) cover any short position in the Account through the purchase of securities or liquidate any long position in the Account through the sale of securities; and

- (iii) sell, dispose of or otherwise deal with in whatever manner any securities in the Account and any collateral securities deposited by me/us with you.

32. Termination

- 32.1 This Agreement may be terminated by me/us by giving no less than 7 calendar days' written notice to you. Such notice shall not affect any transaction entered into by you prior to your receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of you or me/us prior to such receipt. You may terminate this Agreement at any time by written notice to me/us.
- 32.2 Upon the issue of the notice pursuant to Clause 32.1 above, I/we agree that you may terminate all accounts (including the Account) in my/our name with you and convert all monies held in or for such accounts into Hong Kong dollars and realise any securities in such accounts and subject to the full payment of all monies owed by me/us to you, you shall:-
 - (i) credit any balance on such accounts to my/our bank account;
 - (ii) send by post at the risk of my/our account to my/our last known address a cheque in the amount of the credit balance of such accounts; or
 - (iii) deliver to me/us personally or to my/our duly authorized agent or attorney a cheque in the amount of the credit balance of such accounts.

33. Power of Attorney

I/We undertake to do and execute any act, deed, document or thing which you require me to do in connection with the implementation, execution and enforcement of any of the terms conferred by or arising out of this Agreement and I/we appoint you as my/our attorney to do and execute all acts, deeds, documents or things on my/our behalf as you consider necessary or desirable in connection with such implementation, execution and enforcement. I/We will ratify and confirm all such acts, deeds, documents or things so done by you acting lawfully and in good faith.

34. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the HKSAR and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

35. General

- 35.1 This Agreement supersedes all previous agreements and arrangements (if any) between me/us and you in relation to the Account.

- 35.2 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other party except with your prior written consent.
- 35.3 No provision of this Agreement shall operate to remove, exclude or restrict any of my/our rights or your obligations under the laws of the HKSAR. If any provision of this Agreement shall be rendered unenforceable or invalid by any court or regulatory agency or body, such unenforceability or invalidity shall not affect the enforceability or validity of the other remaining provisions of this Agreement.
- 35.4 Your failure to insist at any time on strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on your part shall in no event constitute or be considered as a waiver by you of any of your powers, rights, remedies or privileges.
- 35.5 In this Agreement, unless the context otherwise requires:-
- (i) references to Clauses, Sub-clauses, Paragraphs and Appendices are to be construed as references to the clauses, sub-clauses and paragraphs of, and appendices, to this Agreement and references to this Agreement include its Appendices;
 - (ii) words importing the plural shall include the singular and vice versa; reference to one gender shall include all genders; and references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof; and
 - (iii) references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under those provisions.
- 35.6 The headings used in this Agreement are for convenience only and shall not affect its interpretation.
- 35.7 For the purpose of this Agreement, “**group company**” means your ultimate holding company and each and every subsidiary of such holding company (as defined in the Hong Kong Companies Ordinance (Cap. 32)), including without limitation, Cinda International FX Limited and Cinda International Futures Limited.
- 35.8 Where the context permits, references to “I/we” include “my/our authorized person”.

36. English/Chinese Versions

I/We declare that I/we have been advised to read the English and/or the Chinese versions of this Agreement carefully, that I/we have done so, that I/we have been advised to obtain independent legal advice and have had the opportunity to obtain the same, that the contents of this Agreement have been explained to me/us fully in a language of my/our choice, that I/we now understand them and I/we accept and agree to be bound thereby. If there is any inconsistency between the Chinese and English versions of this Agreement, I/we agree that the English version shall prevail.

37. Client Identity Undertaking

37.1 Without affecting any other provisions of this Agreement, in connection with any lawful request for information made to you by any regulator in the HKSAR or elsewhere, including but not limited to the SFC and the Exchange (the “**Regulators**”) in respect of any transaction relating to the Account:-

- (i) I/we shall, upon request by you, provide the Regulators immediately with such information as may be required by them including but not limited to the identity, address, occupation, contact details and other identification particulars of (a) the party on whose account the transaction was effected (so far as known to me/us); (b) the person who has the ultimate beneficial interest in the transaction; and (c) any third party who originated the transaction;
- (ii) if I/we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, I/we shall, upon request by you, inform the Regulators immediately of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed me/us to effect the transaction and I/we shall inform you immediately after my/our discretion to invest on behalf of any scheme, trust or account has been overridden. In such event, I/we shall also inform the Regulators immediately upon request of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction; and

(iii) if I/we am/are aware that my/our client is acting as intermediary for its underlying client(s), and I/we do not know the identity, address, occupation and contact details of the underlying client(s) for whom the transaction was effected, I/we confirm that:

(a) I/we have arrangements in place with my/our client which entitle me/us to obtain the information set out in Paragraphs (i) and/or (ii) above from my/our client immediately upon request or procure that it be so obtained; and

(b) I/we shall, upon request from you in relation to a transaction under the Account, immediately request the information set out in Paragraphs (i) and/or (ii) above from my/our client on whose instructions the transaction was effected such that the information is provided to the Regulators immediately.

37.2 I/We confirm that neither I/we nor my/our clients are subject to any law which prohibits the performance by me/us of Clause 37.1 (i), (ii) or (iii) above, or if I/we or my/our clients are subject to such law, that I/we or my/our clients (as may be the case) have waived the benefit of such law or consented in writing to the performance by me/us of these paragraphs.

37.3 Paragraph 37.1 shall continue in effect notwithstanding the termination of the Account or this Agreement.

38. Residence Status

Where applicable, I/we agree to complete a Substitute W-8 Certificate of Foreign Status and Disclosure Notice to open an U.S. stock account with you. I/We also agree to notify you in the event that my/our U.S. residency status changes.

APPENDIX 1

The following Risk Disclosure Statements are furnished to you (the Client) pursuant to Paragraph 6.2 (h) of the Code of Conduct for Persons licensed by or Registered with the Securities and Futures Commission and you (the Client) are requested to note the contents of the same and sign the acknowledgement below.

RISK DISCLOSURE STATEMENT FOR SECURITIES TRADING

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

RISK DISCLOSURE STATEMENT FOR TRADING GROWTH ENTERPRISE MARKET STOCKS

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

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

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

**RISK DISCLOSURE STATEMENT FOR
TRADING NASDAQ-AMEX SECURITIES AT
THE STOCK EXCHANGE OF HONG KONG LIMITED**

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

**RISK DISCLOSURE STATEMENT FOR PROVIDING AN AUTHORITY
TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

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

**RISK DISCLOSURE STATEMENT RISKS OF
CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

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

本协议于 _____ 年 _____ 月 _____ 日签订。

协议双方为：

I. 根据《证券及期货条例》(香港法例第571章)，信达国际证券有限公司于证券及期货事务监察委员会获发牌为持牌法团(中央编号AEL202)，并可从事证券交易及为香港联合交易所有限公司(「联交所」)参与者，其注册地址位于香港皇后大道中183号中远大厦45楼(以下简称为「信达国际证券」)；以及

II. _____，地址为

(以下简称为「客户」)。

条款及条件

1. 户口

1.1 本人／吾等确认「开户申请表」及「客户数据表」内所载之资料，皆为真实、完整、最新及准确。

1.2 开户时提供的数据若有变更，本人／吾等会立即告知 贵公司。 贵公司有权倚赖此等数据作所有用途，直至收到本人／吾等书面通知有关任何变更为止。

1.3 本人／吾等授权 贵公司随时(i)从本人／吾等之往来银行取得证明或户口资料(为此本人／吾等豁免往来银行的保密责任)；以及(ii)联络他人，核实本人／吾等提供的数据。此外，本人／吾等授权 贵公司调查本人／吾等之信用，以确定本人／吾等之财政状况。

1.4 贵公司会将户口资料保密，惟 贵公司可根据法律、持牌条件，或证券交易所会藉条件的规定，向监管机关、证券交易所、类似组织提供资料，毋须为此向本人／吾等负责。

2. 法规

- 2.1 凡为或代表本人／吾等在中华人民共和国香港特别行政区（「**香港特区**」）或其它地方进行与证券有关之交易，都须根据所有适用于 贵公司的法律、规则、监管指令进行，包括但不限于：
- (i) （若交易在香港特区进行）不时修订之香港联合交易所（「**联交所**」）、香港交易及结算有限公司之宪章、附例、规则、规例、习俗、惯例、裁决、释义，以及香港特区法例；以及
 - (ii) （若交易在香港特区境外进行）交易执行所在国的相关证券交易所、结算所、其他市场之宪章、附例、规则、规例、习俗、惯例、裁决、释义、以及相关法域里的一切适用法律、规则、规例。
- 2.2 凡 贵公司根据一切适用法律采取的行动，都对 贵公司及本人／吾等具约束力。
- 2.3 凡 贵公司为或代表本人／吾等在香港特区境外进行之证券交易，本人／吾等都同意， 贵公司可直接在批准 贵公司处理证券经纪业务的证券交易所进行，或透过 贵公司酌情决定聘请或委任的经纪，在任何证券交易所进行。除非 贵公司没秉诚选择经纪，否则 贵公司毋须为经纪的行为、遗漏向本人／吾等负责。本人／吾等承诺，在外地市场买卖时，会先熟习之。
- 2.4 本人／吾等进一步承诺，本人／吾等不从事专为或具相当可能造成证券的虚假市场的任何交易，而本人／吾等亦不会从事任何内幕交易或其它被禁止或非法的活动。

3. 命令、指示

- 3.1 本人／吾等明了，由于证券交易所（包括联交所）的营运上的限制及证券价格频密急速的改变及／或其它在 贵公司控制范围外的原因，有时买卖或会遭延误及／或 贵公司或无法按照任何于某特定时间报出之价格或「最佳价值」或「市值」买卖证券。本人／吾等确认 贵公司毋须负责因 贵公司未能或无法遵照任何指令或指示中任何条款所引致之任何损失。若 贵公司无法全部执行任何指令或指示之全部，除非在有关的特定情况中另有其它特定指示， 贵公司有权在事前未向本人／吾等提述或未经本人／吾等确认的情况下，局部执行上述指令或指示。
- 3.2 本人／吾等确认 贵公司可接受以书面或口头（包括以电话、传真或其他电子方式（包括未经认证之电传）所给予 贵公司之指示。 贵公司没责任核实给予指示者的身份。本人／吾等确认 贵公司保留 贵公司不时认为适当时拒绝接受指示的权利。本人／吾等完全明白根据以口头（包括以电话发出）、传真或其它电子方式所发出之指示营运户口的风险。本人／吾等承担所有按此形式营运户口之风险，并不可撤回地解除 贵公司就上述指示产生或有关之一切责任，不论是否按照上述指示采取行动或拒绝采取行动亦然。
- 3.3 除非本人／吾等给予相反指示，一切指令及指示只能于给予有关指令及指示当天有效，并在指令及指示有关之交易所正式交易日结束时失效。
- 3.4 贵公司会将与本人／吾等的电话谈话录音，而本人／吾等将接纳上述录音的内容为有关谈话及其内容之最后及最终定论证据。

4. 暂停营运或结束户口

- 4.1 贵公司可全权及独自酌情拒绝接纳及／或执行任何指示，及／或不时暂停营运户口，及／或结束户口，不再代表本人／吾等行事，并无义务就上述拒绝、暂停及／或结束事项给予任何理由。
- 4.2 于暂停或结束户口后，本人／吾等欠负 贵公司之所有款项须立即到期缴付，而于支付上述款项后， 贵公司须于合理可行范围内，尽快将户口之任何资金及／或以 贵公司（或 贵公司之代理或代名人）名义持有的任何证券，交付本人／吾等或本人／吾等之所有权继承人。只要交付上述任何证券并不实际可行， 贵公司就获得授权，出售上述证券，并向本人／吾等交代收益。

- 4.3 为免误会，本人／吾等确认 贵公司可全权及独自酌情决定，从代表本人／吾等持有的证券中，出售什么证券、何时出售、如何出售及售予何人，而 贵公司毋须负责因市场波动或其它原因而导致之损失或支出； 贵公司可全权及独自酌情就按照本条2款所作出的行动收取合理之费用。

5. 交易

- 5.1 贵公司会身为本人／吾等的代理，进行证券交易。若 贵公司以当事人身分执行交易，会在相关交易的成交单据或其它文件上，说明此事。

- 5.2 若沽盘关乎本人／吾等不拥有的证券(即卖空)，本人／吾等会知会 贵公司。

- 5.3 在每宗交易里，除非 贵公司已代本人／吾等持有现金或证券，以资交收，否则本人／吾等须(但若另有协议，则作别论)：

- (i) 证券款项根据交易执行所在的市场规定到期首日(「交收日」)或之前，向 贵公司缴付净款，或以其它方法确保 贵公司已收取该等款项；或

- (ii) 在交收日或之前，以可送交的形式送交证券或以其他方法确保该等证券会供 贵公司提取。

- 5.4 对于一切本人／吾等欠 贵公司之款项，时间乃为要素。本人／吾等同意若本人／吾等未有履行本条3款所述的义务，本人／吾等授权 贵公司：

- (i) 若为买入交易，转让或卖出任何该等证券及／或本人／吾等的任何其他证券(由 贵公司全权酌情决定)，以履行本人／吾等对 贵公司的义务，或

- (ii) 若为卖出交易，借入及／或买入此等沽出证券，以履行本人／吾等对 贵公司的义务。

- 5.5 本人／吾等将就有关及／或由于代表本人／吾等所给予 贵公司之任何指示及／或就本人／吾等未有在交收日或之前，履行责任所产生之任何损失、费用、使费及开支，对 贵公司以全数弥偿的基准向 贵公司负全责。若 贵公司决定行使本条4款之权利，本人／吾等承诺不会向 贵公司提出任何索偿。

- 5.6 若 贵公司已代表本人／吾等在公开市场购入证券，但由于卖方经纪未能于交收日进行交收而须另买证券， 贵公司须负担该等在公开市场购入之证券所涉及之差价及有关之支出。

6. 佣金、收费、征费、回佣

- 6.1 本人／吾等同意缴付 贵公司：

- (i) 贵公司所收取的佣金，佣金率为 贵公司不时知会本人／吾等，并对户口适用者；
- (ii) 贵公司就有关本人／吾等授权 贵公司代表本人／吾等已正式进行之交易所付之合理收费及其它开销；
- (iii) 联交所（或其它执行交易的证券交易所）收取的一切适用征费、费用；及
- (iv) 所有适用的印花税。

- 6.2 贵公司可从户口扣除佣金、收费、征费、印花税。

- 6.3 兹承认并同意，就 贵公司代表本人／吾等订立的交易而言， 贵公司可不时收取，并有权保留若干现金或金钱回佣，以及已扣减佣金的利益，或与基金行、经纪、持牌法团或其它第三方分享佣金，除非相关证券交易所的规章或其它市场惯例明确禁止。

7. 利息

- 7.1 无论 贵公司有否要求，本人／吾等欠 贵公司之一切过期未付余款，本人／吾等同意付息（法庭裁决之前或之后）；利息逐日计算，按 贵公司不时单方面酌情厘订，并书面告知本人／吾等之利率计算，但不超过法律许可的上限。
- 7.2 利息须于每历月最后一日计算，并须在同日支付，或于 贵公司要求付款时缴付。

8. 转让证券

若本人／吾等提出， 贵公司会在可行的情况下，尽快促成以本人／吾等或本人／吾等代名人名义，将不时构成户口一部份的证券注册。

9. 证券之保管

9.1 凡存放于 贵公司，以及／或由 贵公司代表本人／吾等购入，并由 贵公司持有作稳妥保管的证券，都可由 贵公司酌情决定：

(i) 以本人／吾等或 贵公司之代名人之名义注册(为免误会，若证券交易在香港特区境外进行，代名人包括任何海外代名人)；或

(ii) 存放于 贵公司之往来银行或证券及期货事务监察委员会(「证监会」)核准的某些其它机构的指定账户内作稳妥保管。

9.2 倘证券未以本人／吾等之名义注册，在适用法律的规限下， 贵公司于收到该等证券所获派之任何股息或其他利益时，须按本人／吾等与 贵公司之合约存入户口或支付予或转帐予本人／吾等。倘该等证券属于 贵公司代客户持有较大数量的相同证券的一部份，本人／吾等有权按本人／吾等所占的比例获得该等证券之利益。

9.3 未经本人／吾等事先书面授权， 贵公司不得将本人／吾等之任何证券存放于第三方，作为 贵公司取得财务通融之抵押品，亦不得为任何目的将证券外借，或放弃管有证券(除非根据本条1款放弃)。 公司为结清本人／吾等在本协议中所欠的款项，而处置本人／吾等证券的权利，不会受本款影响。

10. 保管和／或代名人服务

10.1 为报酬 贵公司应本人／吾等要求，就 贵公司以本人／吾等保管人身份持有，或以 贵公司代名人名义代表本人／吾等注册的证券，提供保管和／或代名人服务，本人／吾等同意支付 贵公司费用，费率为 贵公司可不时知会者。

10.2 如果 贵公司需就证券采取行动，惟 贵公司无法联络本人／吾等，或本人／吾等未有就有关行动给予及时或充份指示，兹授权 贵公司代为采取 贵公司单方面酌情认为适合的行动，包括但不限于行使本人／吾等实益拥有，但以 贵公司代名人名义注册的证券所赋与的表决权。若无欺诈或蓄意违反， 贵公司毋须对有关行动负责。

- 10.3 本人／吾等承诺，凡 贵公司就代表本人／吾等保管，或以 贵公司代名人名义注册的证券，承担任何费用、收费、开支，本人／吾等都给予免责补偿。

11. 为本人／吾等持有的款项

- 11.1 除非本人／吾等另有书面指示， 贵公司须代本人／吾等留存：

(i) 贵公司就卖出本人／吾等之证券所收讫之所有款项，或 贵公司营运户口另行产生的所有款项(包括但不限于)股息及利息收入)；及

(ii) 贵公司就买入证券从本人／吾等收讫之所有款项；

但减去 贵公司根据本协议或 贵公司或 贵公司集团公司与本人／吾等订立之任何其它协议有权从中扣除之任何款项。

- 11.2 贵公司代表本人／吾等留存之上述款项，减去 贵公司有权从中扣除之任何款项，须于收讫日期起计一个营业日内(或法律规定的其他期间内)转往根据适用法律不时规定，在持牌银行维持的指定信托户口。在本合约中，「营业日」指香港特区银行开门营业的日子(但不包括星期六)。

- 11.3 本人／吾等同意， 贵公司代表本人／吾等留存款项，在存入上文提述之信托户口之前，不会累算惠及本人／吾等之利息。 贵公司可酌情厘定适用于代表本人／吾等以上述信托户口持有之任何款项之利率及其它条款，并由 贵公司不时通知本人／吾等。

12. 汇款

- 12.1 贵公司收到付款通知书后的二十四小时内或代表本人／吾等出售证券，收到款项后(视情况而定)，须以支票或汇寄，将所有或部份属于户口一部份的款项，付与本人／吾等，但不包括：

(i) 贵公司有权根据本协议或本人／吾等与 贵公司或 贵公司集团公司订立的其它协议扣除之任何款项；和／或

(ii) 须缴存于 贵公司的定金。

- 12.2 贵公司转给本人／吾等之任何款项，须转入「客户资料表」载述的银行户口，或本人／吾等不时书面指示之户口，或按 贵公司同意的其他方式处理。

13. 户口货币

- 13.1 除非另行通知本人／吾等外，否则本人／吾等在 贵公司所设的户口，将维持为港元户口。若 贵公司在获指示时（或情况需要时）就本人／吾等户口以港元以外货币进行任何交易， 贵公司、 贵公司的集团公司与 贵公司有关连的客户，可订立外汇合同，完成交易。 贵公司可在有关证券通常买卖的市场之场外市场买卖。

- 13.2 本人／吾等须全数承担上述货币与港元之间汇率波动产生的汇兑损失风险。本人／吾等同意，若无明显错误，由 贵公司所厘定在有关时间之适用汇率，应为决定性的。

14. 贵公司所做的买卖

无论是为 贵公司，代表 贵公司其它客户，还是代表 贵公司集团公司， 贵公司都可持有跟本人／吾等买、卖盘相反的仓位。本协议没把责任加诸 贵公司身上，要求 贵公司在以本身身份或以他人身份行事期间，若察觉有任何事实、事情出现，就须向本人／吾等披露。

15. 优先次序

- 15.1 本人／吾等明白，在适用法律和规例的规限下， 贵公司妥善考虑从客户收到的买、卖盘的次序后，可单方面酌情决定买、卖盘的先后次序。本人／吾等无权声称自己的买、卖盘比另一客户的优先，需由 贵公司执行。

- 15.2 贵公司可一并执行本人／吾等和其他客户的买、卖盘，届时毋须向本人／吾等提及。此举所得的价格，可能比本可藉独立执行而取得的价格优胜或逊色。若当时证券不敷一并执行， 贵公司妥善考虑买、卖盘的先后次序后，可酌情分配。

16. 留置权

凡为或代表本人／吾等取得，或本人／吾等有权益，且由 贵公司为本人／吾等之户口持有之金钱及证券， 贵公司都拥有全面留置权，以确保本人／吾等履行对 贵公司之义务。若本人／吾等未有全部地及准时地完成上述义务，本人／吾等同意 贵公司有权（但并无义务）按 贵公司全权独自酌情决定的时间、价格及形式沽出全部或部分上述证券，以履行本人／吾等义务；而 贵公司毋须就沽出上述证券所导致的损失负责。

17. 户口合并及抵销

17.1 在不局限 贵公司之任何权利及权力的原则下， 贵公司可随时（毋须通知本人／吾等）将本人／吾等之全部或任何户口及欠负 贵公司及／或 贵公司之集团公司之债项合并或综合，或将任何一个或以上该等户口所存任何款项（不论属何种货币）抵销或转拨，以偿还本人／吾等其它欠负 贵公司及／或 贵公司之集团公司之各种债项（包括以当事人或担保人身份欠负的债务，亦不论该等债项属实际还是或然，属主要抑或附属，还是个别抑或共同）。此项抵销权为一项持续抵押，并将额外加于及不影响 贵公司现时或日后可以持有之任何抵押。

17.2 至于 贵公司付款，抵销并解除本人／吾等欠 贵公司集团公司的款项，本人／吾等同意， 贵公司毋须关心有关欠款是否存在，但前提是 贵公司集团公司已要求 贵公司付款。在不局限及更改本客户协议的一般条文下， 贵公司特此获授权调动本人／吾等在 贵公司及 贵公司的任何一间集团公司所设的不同户口内的款项，惟须一直遵守香港联交所的一切规则、规例及程序。

18. 本人／吾等自行判断

18.1 本人／吾等承认及同意， 贵公司根据本人／吾等所给予的指示所进行之任何证券及涉及证券交易，因本人／吾等判断，而非 贵公司雇员及／或代理的意见而产生，而本人／吾等亦不会寻求或谋求依赖 贵公司雇员及／或代理对此方面的意见。

18.2 本人／吾等承认，由任何雇员或代理宣称给予之投资意见，不属 贵公司之聘用范围。

19. 发行新股

若本人／吾等要求 贵公司代表本人／吾等申请拟于联交所上市之新发行证券，本人／吾等同意接受发售新股之条款约束，尤其是本人／吾等特此：

- (i) 保证及承诺，上述任何申请乃为本人／吾等利益而递交之唯一申请，而本人／吾等并不会在该项发行中再递交申请；
- (ii) 授权 贵公司向联交所陈述及保证，并本人／吾等不会亦不拟，而他人亦不会、不拟为本人／吾等利益再递交申请；
- (iii) 知悉 贵公司提出申请时，会靠赖上述保证、承诺及授权；以及
- (iv) 如新发行之证券没发给本人／吾等，除非不发行一事因 贵公司本身蓄意过失而出现，旨在对本人／吾等造成届时所受的实际损失，否则本人／吾等放弃所有可能针对 贵公司、 贵公司董事、雇员及／或代理的申索；

但若个别发售新股的条款及一切有关监管机构容许重复申请，上述保证、承诺及授权应告适用，以令 贵公司在本人／吾等遵守一切产生之适用规则及条款的基础上承担并进行上述申请。

20. 无人认领的款项

本人／吾等同意，凡 贵公司收到的款项，无论是股息、未经提示的支票、汇款还是其它，若 贵公司在合理情况下尽了力，仍无法识别或追寻款项的拥有人，就从收款之日起六年后，归 贵公司所有。本人／吾等还同意，有关款项根据本条归 贵公司所有后，本人／吾等不再就有关款项或其中部份向 贵公司提出申索。本人／吾等特此放弃可能就有关款项或其中部份拥有或取得的权利、申索。

21. 法律责任与免责补偿

- 21.1 凡因有关户口的行为或遗漏而产生的，或与之有关的，并由本人／吾等蒙受的损失， 贵公司、 贵公司高级职员、雇员、代理都毋须向本人／吾等负责，除非有关损失因 贵公司欺诈、疏忽、蓄意违约而产生。
- 21.2 本人／吾等同意，凡因 贵公司履行本协议中的责任、酌情权，或因本人／吾等违反对 贵公司的义务，或因本人／吾等所给予的声明或保证失实或不准确而产生的，或与之有关的费用(包括但不限于 贵公司收债时承担的一切律师费和费用)、申索、债务、支出，本人／吾等都给予 贵公司、 贵公司高级职员、雇员、代理免责补偿。

22. 声明、保证、承诺

- 22.1 本人／吾等声明并保证，有十足而不受限制的权力签订本协议，已取得一切必需的同意，已采取一切必需的行动(包括(如适用)吾等公司或其它章程文件所规定的行动)，授权本人／吾等订立本协议，并履行本协议中的义务。
- 22.2 本人／吾等同意，未经 贵公司事先书面同意，不抵押、质押构成户口一部份的证券或款项，不容许有关抵押、质押续存，亦不(宣称)出售、给予构成户口一部份的证券或款项的选择权，或以其它方式处置该等证券、款项。

23. 通讯及文件

- 23.1 本人／吾等同意，书面确认书、结单、成交单据、通知及任何其它通讯、文件(包括但不限于付款要求、令状、传票、命令、诉状、呈请)，可按「客户资料表」所载之地址、电传、传真或电话号码，或本人／吾等日后以书面通知 贵公司之其它地址、电传、传真或电话号码，送呈本人／吾等。按此发送予本人／吾等之一切通讯，无论本人／吾等实际有否收到，如以面呈、电传、传真或电话发出，则在传送时，视为已经收到；如以邮递发送，即在寄发后四十八小时视为已经收讫。

- 23.2 本人／吾等承诺，若由于任何原因提供本人／吾等之任何结单中有任何错误，或于达成任何买卖后本人／吾等并未准时收到结单及／或成交单据，本人／吾等将毫不延迟地通知 贵公司交收部门经理或 贵公司任何一名董事。本人／吾等将仔细核对成交单据及结单。若无明显错误，本人／吾等在成交单据或结单日期后七历日内亦无作出书面反对，本人／吾等就成交单据及／或结单所述事项是否正确，接受成交单据及／或结单作为定论，并对本人／吾等具约束力。

24. 《个人资料(私隐)条例》

若 贵公司持有香港《个人资料(私隐)条例》(第486章)所界定之个人资料，本人／吾等同意 贵公司可将该等个人资料用于下列用途(惟须受该条例之规定限制)：

- (i) 在新客户或现有客户验证程序、持续户口行政管理或市场推广上，与 贵公司的任何集团公司互相分用、反复查证及转移该等个人资料；
- (ii) 比较该等个人资料及／或将该等个人资料转移给第三者，作为信贷查证及／或数据验证用途；
- (iii) 关于或有关遵守任何法律、规例、法院命令或监管机构命令的任何用途，包括提供任何该等监管机构要求的任何该等资料(而 贵公司毋须事前就该等要求之合法性取得法律意见)；及／或
- (iv) 关于或有关 贵公司的业务或往来事务，或 贵公司的任何集团公司的业务或往来事务的任何其它用途。

25. 不可抗力

本人／吾等同意，凡 贵公司直接或间接因 贵公司、 贵公司董事、高级职员、雇员及代理所不能控制之情况、环境，导致 贵公司延迟或未能履行本身在本协议中的义务，或因前述情况、环境直接或间接导致的损失， 贵公司、 贵公司董事、高级职员、雇员、代理毋须负责。该等情况、环境包括但不限于政府限制、有关交易所、结算所或其他市场暂停交易、电子或机械设备或通讯线路失灵、电话或其他接驳系统出现问题、盗窃、战争、罢工、社会骚乱、恐怖活动(或恐怖组织威胁展开的活动)、天灾。

26. 赔偿基金

若 贵公司的过失而导致本人／吾等蒙受金钱上之损失，赔偿基金将按证券及期货条例或相关的附属法例以不超过相关法例所订的赔偿限额作出赔偿（投资者赔偿限额规则）。基于此规则，本人／吾等明白所蒙受金钱上之损失，赔偿基金只能部份或全部作出赔偿。

27. 共同和各别地负责

若客户由多于一人组成：

- (i) 每人之责任及义务应为共同及个别性质；凡于本文提述客户时，应诠释为（如文义有所需要）提述其中一人或每人。其中一人或多人去世后，本协议规范与一名或多名尚存人士交易之条款，不会因此而给影响或削弱；
- (ii) 即使他人因任何原因不受约束，各人仍受约束；
- (iii) 贵公司有权就任何事务之任何范围分别与各人处理，并不影响其它人士之责任；及
- (iv) 其中一人之指示，对组成客户之所有其它人士均具有约束力。

28. 修改

在法律上容许之范围内， 贵公司可于没事先通知或获得本人／吾等核准之情况下，不时修改本协议之条款，而该等修改之条款根据本协议在本人／吾等接获通知后立即实行，本人／吾等明白及同意，倘本人／吾等不接受 贵公司不时通知本人／吾等之修改条款，本人／吾等有权根据本协议条文第32条之规定，终止本协议。

29. 重要变动

倘 贵公司的业务出现重要变动，可能影响 贵公司为本人／吾等所提供之服务（包括但不限于 贵公司名称、地址，在证监会的获发牌地位，以及本协议所列的付款基准有变）， 贵公司须通知本人／吾等有关之变动。

30. 实时付款

纵然本协议的任何其它条款所载，本人／吾等会在收到 贵公司通知时，立即缴付或在到期前缴付所有欠款，并应 贵公司的要求，把该等现金、证券等存入 贵公司的户口，还把 贵公司信纳的抵押物存放于 贵公司。本人／吾等在进行交易前按 贵公司的要求，不时按 贵公司单方面酌情决定，将足够净款存入户口。

31. 未有履约

31.1 如遇以下事项，均会视为未有履约事件（「**未有履约事件**」）：

- (i) 本人／吾等于到期日未能支付证券买入价及本协议内之其他付款；
- (ii) 有人入禀法院，申请宣布本人／吾等破产，或将本人／吾等清盘，或开始进行相类似之诉讼；
- (iii) 户口被扣押；
- (iv) 本人／吾等未有履行或遵守本协议下之任何条款；或
- (v) 需由本人／吾等给予，使本协议得以订立的同意、授权或董事会决议，已全部或部份废除、暂停、终止或失效；或
- (vi) 在本协议中给予的，或根据本协议给予的声明、保证，或已经交付的证书、说明、其它文件，属于或变成严重不正确；或
- (vii) 贵公司秉诚认为，有关行动是保障、执行或保存在本协议中的权利所必需的。

31.2 倘未有履约事件出现，在无损 贵公司对本人／吾等之权利或补偿下， 贵公司毋须通知本人／吾等，可获授权（但须受所有适用法例规限）：

- (i) 撤销任何或所有未实行之指令或以本人／吾等名义作出之承诺；
- (ii) 买入证券以填补户口卖空情况，或于户口持仓时出售证券，从而平仓；及

- (iii) 出售、变卖或以其他方式处理户口之任何证券及任何本人／吾等寄存于 贵公司作抵押之证券。

32. 终止协议

32.1 本人／吾等可给予不少于七个历日通知，终止本协议。该终止协议通知不会影响 贵公司在接获该通知前所进行之任何交易，亦不会损害 贵公司或本人／吾等在接获该通知前之任何权利、权力或责任。 贵公司可随时给予本人／吾等书面通知，终止本协议。

32.2 根据本条1款发出通知后，本人／吾等同意 贵公司可以终止所有以本人／吾等名义于 贵公司开立之户口(包括现金证券买卖户口)，并将所有存于该等户口、或为该等户口持有的金额转换为港币，以及变卖该等户口内之所有证券。当本人／吾等已向 贵公司偿还所有欠款项时， 贵公司须：

- (i) 将该等户口结余存入本人／吾等之银行账户；
- (ii) 以支票形式，将该等户口之结余邮寄到本人／吾等之最后所知地址，本人／吾等愿意承担邮寄之风险；或
- (iii) 以支票形式，把该等户口之结余交付本人／吾等，或交付本人／吾等正式授权之代理或委托人。

33. 授权书

本人／吾等承诺会作出及签署任何 贵公司就有关任何本协议所授予或因本协议所产生之条款之实施、执行及强制履行所要求本人／吾等作出之行动及签署的任何契约、文件或事物。本人／吾等并委任 贵公司为本人／吾等之授权人，代表本人／吾等作出及签署 贵公司认为就有关上述实施、执行及强制履行必需或适宜作出之任何行动及签署之任何契约、文件或事物。本人／吾等会追认及确认一切 贵公司合法地及本着真诚地作出及签署之上述行动、契据、文件或事项。

34. 管辖法律

本协议须受香港特区法律管辖，并须据之诠释。本人／吾等不可撤销地服从香港特区法院的非独占司法管辖权。

35. 一般规定

35.1 本协议取代本人／吾等与 贵公司已往就户口达成的一切协议、安排(如有)。

- 35.2 未经 贵公司之书面同意前，本人／吾等不会将本协议中之权利及／或义务转予他人。
- 35.3 本协议条款不得视为移除、排除、限制本人／吾等在香港特区法律中的权利，以及 贵公司在香港特区法律中的义务。倘本协议任何条款给法院或监管机构、组织视为无效或不能执行，其余条款可否执行，有否效力，不会因此而受影响。
- 35.4 无论如何，倘 贵公司在任何时间未能恪守本协议内之任何条款或条件，或于 贵公司方面持续出现此等行为，将不构成或视为 贵公司放弃任何权力、权利、赔偿或特权。
- 35.5 在本协议中，除文义另有所指外，否则：
- (i) 「条」、「款」、「段」、和「附录」等词均指本协议之条、款、分段和附录；「本协议」一词包括其附录；
 - (ii) 本协议内表明单数之字应包括众数（相反如是），具性别含意的词语亦应包括所有性别，「人士」一词则包括个人、机构、公司、注册公司、未注册公司、国家或其机关；以及
 - (iii) 本协议所提及的法定条文，须解释为不时修订或重新颁布的条文（不论在本协议签署之前，还是之后修订或重新颁布），并包括重新颁布的条文（不论有否修订），以及据之制订的附属法例。
- 35.6 各项标题只为方便参阅而加插，不影响本协议的解释。
- 35.7 就本协议而言，「**集团公司**」指 贵公司最终控股公司及其各家附属公司（定义见香港《公司条例》（第32章）），包括但不限于信达国际外汇有限公司及信达国际期货有限公司。
- 35.8 如文义允许，「本人／吾等」一词包括「本人／吾等授权的人士」。

36. 英文本与中文本

本人／吾等确认已获告知，要仔细阅读本协议之英及／或中文本；本人／吾等已仔细阅读之。本人／吾等亦获告知，要听取独立法律意见，且已有此机会。本协议内容亦已全部以本人／吾等选择的语言，向本人／吾等解释清楚，而本人／吾等明白并接受本协议内容，同意受之约束。若本协议中文本与英文本有所矛盾，本人／吾等同意以英文本为准。

37. 有客户身份的承诺

37.1 于无影响本协议任何其它条款的情况下，任何香港特区监管机构可以向 贵公司合法索取任何户口内交易之有关数据，包括证监会及联交所（「**监管者**」）：

- (i) 本人／吾等将于 贵公司提出要求后，立即向监管者提供其可能要求的数据，包括但不限于以下三类人之身份、地址、职业、联络数据及其它身份证明详情：(a)委托展开交易之人士（就本人／吾等所知）；(b)于交易中最终获得利益之人士；及(c)发起该项交易之任何第三者；
- (ii) 倘本人／吾等为集体投资计划、全权控制户口或全权信托进行交易，本人／吾等将于 贵公司提出要求后，立即向监管者提供有关该计划、户口或信托之身份、地址、联络数据，以及（倘适用）代表该计划、户口或信托，指示本人／吾等进行该宗交易的人士的身份、地址、职业及联络数据。本人／吾等承诺，本人／吾等代表任何计划、信托或户口投资的酌情权给撤销后，本人／吾等会立即通知 贵公司。届时，本人／吾等亦会应监管者的要求，立即向其提供指示该次交易之人士之身份、地址、职业及联络数据；及

(iii) 倘本人／吾等知悉本人／吾等之客户，为其他客户作为中间人进行交易，而本人／吾等并不知道该等客户之身份、地址、职业及联络数据时，本人／吾等确认：

(a) 本人／吾等与客户有合宜安排，使本人／吾等有权应要求立即从客户取得上文第(i)及／或第(ii)段所列之资料，或促成取得该等资料；及

(b) 当 贵公司就户口下之交易提出要求，本人／吾等当立即向指示进行该宗交易之客户索取上述第(i)及／或是(ii)段所列之数据，使数据可立即提供与监管者。

37.2 本人／吾等确认本人／吾等及本人／吾等之客户均不受制于禁止本人／吾等作出本条1款(i)、(ii)或(iii)段所列之行为，或倘本人／吾等或本人／吾等之客户受制于该等法律，本人／吾等或本人／吾等之客户（视乎情况而定）已放弃该等法律之利益，或以书面同意本人／吾等作出上述分段所列之行为。

37.3 纵然户口或本协议终止，本条1款仍然继续生效。

38. 户籍

如情况适用，本人／吾等同意填写第W-8海外身份证证书暨披露通知替代表格，在 贵公司开立美国股份户口。本人／吾等同意，若其在美国的户籍有变，就给予 贵公司通知。

附录一

以下证券交易的风险披露声明乃根据《证券及期货事务监察委员会持牌人或注册人操守准则》第6条2款(h)段向 阁下(客户)提供, 阁下(客户)务请留意内容及签署以下客户确认书。

证券交易的风险披露声明

证券价格有时可能会非常波动。证券价格可升可跌, 甚至变成毫无价值。买卖证券未必一定能够赚取利润, 反而可能会招致损失。

买卖创业板股份的风险披露声明

创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。

你只应在审慎及仔细考虑后, 才作出有关的投资决定。创业板市场的较高风险性质及其它特点, 意味着这个市场较适合专业及其它熟悉投资技巧的投资者。

现时有关创业板股份的资料只可以在香港联合交易所有限公司所操作的互联网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。

假如你对本风险披露声明的内容或创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处, 应寻求独立的专业意见。

**在香港联合交易所有限公司
买卖纳斯达克—美国证券交易所证券的
风险披露声明**

按照纳斯达克—美国证券交易所试验计划（「试验计划」）挂牌买卖的证券是为熟悉投资技巧的投资者而设的。你在买卖该项试验计划的证券之前，应先咨询有关持牌人或注册人的意见和熟悉该项试验计划。你应知悉，按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

提供代存邮件或将邮件转交第三方的授权书的风险披露声明

假如你向持牌人或注册人提供授权书，允许他代存邮件或将邮件转交予第三方，那么你便须尽速亲身收取所有关于你账户的成交单据及结单，并加以详细阅读，以确保可及时侦察到任何差异或错误。

在香港以外地方收取或持有的客户资产的风险

持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第571章）及根据该条例制定的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

信達國際證券有限公司

CINDA INTERNATIONAL SECURITIES LIMITED

客户协议（补充协议）

SUPPLEMENTAL CLIENT'S AGREEMENT

香港皇后大道中183号中远大厦45楼

45th Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong
电话Tel: (852) 2235-7888 传真Fax: (852) 2235-7878 网址
Website: <http://www.cinda.com.hk>

THIS SUPPLEMENTAL AGREEMENT is made the _____ day of _____ between

I. Cinda International Securities Limited, a licensed corporation (CE No. AEL 202) licensed by the Securities and Futures Commission under the “Securities and Futures Ordinance” (Cap. 571) carrying out the regulated activity of dealing in securities and an Exchange Participant of the Stock Exchange of Hong Kong Limited (the “Exchange”), whose registered office is situated at 45th Floor, COSCO Tower, 183 Queen’s Road Central, Hong Kong (hereinafter referred to as “CISL”); and

II. _____ of _____

_____ (the “Client”).

ADDITIONAL TERMS AND CONDITIONS

1. Definitions and Interpretation

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

“Access Codes”	means together the Password and the User ID;
“CISL Mail”	means the secured messaging facility operated by you for the delivery and receipt of confirmations, statements and other notices;
“CISL Web Service”	means the electronic trading service provided by you under this Supplemental Agreement comprising the Service, the CISL Mail, the Information contained in the CISL Website and the software comprised in them;
“Information”	means data, database, quotes, news, research, graphics, drawings, text and other information accessible through the Service;
“Information Providers”	means the third parties who provide the Information, including but not limited to various securities markets, such as stock exchanges (including the Stock Exchange of Hong Kong Limited (the “Exchange”)) and their subsidiaries or associated companies;
“Information Transmitters”	means the third parties who transmit the Information;

“Intellectual Property Rights”	means any patents, designs (whether registered or not), trade mark, services mark, copyright, know-how, trade secrets, goodwill and any associated or similar rights in each case and in any jurisdiction;
“Password”	means my/our personal password, used in conjunction with the User ID to gain access to the Service, the Information, the CISL Mail and other services offered by you;
“Service”	means any facility provided by, and/or on behalf of, you which enables me/us to give electronic instructions to purchase, sell or otherwise deal in securities, whether in Hong Kong or elsewhere, and to receive the Information, the CISL Mail and related services; and
“User ID”	means my/our personal identification used in conjunction with the Password to gain access to the Service, the Information, the CISL Mail and other services offered by you.

1.2 Unless otherwise specified, terms not defined in this Supplemental Agreement shall have the same meanings assigned to them in the Client’s Agreement.

1.3 Unless otherwise specified, this Supplemental Agreement is made without prejudice and in addition to all other provisions in the Client’s Agreement.

2. Application of the Client’s Agreement

This Supplemental Agreement (including amendments to it from time to time) forms part of the Client’s Agreement. I/We acknowledge and agree that the terms and conditions of the Client’s Agreement together with the terms and conditions of this Supplemental Agreement shall be applicable to me/us in connection with my/our dealing in securities with you through the Service.

3. Service

3.1 I/We agree to use the Service only in accordance with the terms and conditions of this Supplemental Agreement. Any additional services offered through the CISL Web Service in the future shall only be used by me/us in accordance with the terms and conditions of this Supplemental Agreement.

3.2 I/We may from time to time, instruct you, acting as my/our agent, to deposit, purchase and/or sell securities for the E-Account or otherwise deal with the securities, receivables or monies on my/our behalf through the Service.

- 3.3 I/We agree that I/we shall be the only authorized user of the Service under this Supplemental Agreement. I/We shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to me/us by you.
- 3.4 I/We acknowledge and agree that I/we shall be wholly and solely responsible for all instructions entered through the Service using the Access Codes (whether authorized by me/us or not). Neither you nor any of your officers, employees or agents shall incur any liability for the handling, mishandling or loss of any instruction. I/We shall indemnify you upon demand against any loss, damage, costs, disbursements and liabilities that you may incur or suffer as result of any instructions entered through the Service.
- 3.5 I/We further acknowledge and agree that, as a condition of using the Service to give instructions, I/we shall immediately notify you if:
- (i) an instruction has been placed through the Service and I/we have not received an order number or have not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
 - (ii) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which I/we did not instruct or any similar conflict;
 - (iii) I/we become aware of any unauthorized use of my/our Access Codes; or
 - (iv) I/we have difficulties with regard to the use of the Service.
- 3.6 As and when you allow me/us to open an E-Account on-line with you, in addition to completing and returning this Supplemental Agreement through the Internet, I/we agree to return to you the hard copy of this Supplemental Agreement duly completed and executed by me/us.
- 3.7 You will not be deemed to have received my/our instructions or have executed my/our orders unless and until I/we am/are in receipt of your message acknowledging receipt or confirming execution of my/our orders, either electronically or by hard copy.
- 3.8 I/We agree to review every order before entering it as it may not be possible to cancel my/our instructions once given. I/We may request to cancel or amend my/our instructions but you are not obliged to accept any such request. I/We acknowledge that instructions may be cancelled or amended only before execution. In the case of full or partial execution of my/our cancelled instructions, I/we accept full responsibility for the executed transactions and you shall incur no liability in connection therewith.

- 3.9 I/We acknowledge and agree that if the mode of communication used by me/us in the course of the Service becomes temporarily unavailable, I/we can during such period continue to operate the relevant E-Account subject to your right to obtain such information regarding the verification of my/our identity as you may from time to time think fit.
- 3.10 I/We understand that the giving of an instruction (whether by electronic means or otherwise) in relation to a sale or purchase order with you does not guarantee execution of an order, and I/we agree that neither you nor any of your officers, employees or agents shall be responsible for any order that is not executed.
- 3.11 I/We understand that you will not execute any of my/our orders unless there is sufficient cleared funds or securities in the E-Account to settle my/our transactions. I/We acknowledge that you will not be responsible for any delay or failure to provide the Service, including the execution of any securities order, in the event there is lack of sufficient cleared funds or securities in the E-Account.
- 3.12 I/We agree to pay all subscription, service and use fees, if any, that you may charge me/us for the Service and agree that such fees may be changed without notice.
- 3.13 I/We acknowledge and agree that although I/we may be able to access *pro forma* confirmation and statement of accounts through the Service, only the contract notes and monthly statements of accounts issued by you shall be conclusive and binding.
- 3.14 I/We acknowledge and agree that you may disclose my/our electronic communications to the same extent you may disclose other information about me/us or relating to the E-Account as provided elsewhere in the Client's Agreement.
- 3.15 I/We understand and accept that you may at any time in your sole discretion and without prior notice to me/us, prohibit, restrict or terminate my/our access to the Service and my/our ability to trade. The closing of the E-Account by you will not affect the rights and/or obligations of either party incurred prior to the date the E-Account is closed.

4. Electronic Communications

I/We expressly agree that you may communicate with or give notice to me/us via electronic means or facilities and that any such notice or communication delivered to me/us by you by electronic devices through the CISL Mail or otherwise shall be deemed to have been received at the time of transmission of the message to me/us.

5. Intellectual Property Rights

- 5.1 I/We acknowledge and agree that you are the proprietor or the authorised licensee of all Intellectual Property Rights subsisting in the Information, software programmes relating to the CISL Web Service and the source code thereof. I/We shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way or sub-license, and shall not attempt to gain unauthorized access to, the Information or any part of the CISL Web Service. I/We undertake to notify you immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.
- 5.2 I/We acknowledge that you obtain the Information from the Information Providers. I/We agree to comply with all conditions and restrictions imposed by the Information Providers, including but not limited to the Exchange, in relation to the supply and use of the Information. In particular, I/we agree:-
- (i) that the Information is provided to me/us is for my/our individual use only and that I/we shall not use the Information or any part thereof other than in the ordinary course of my/our own business (which shall not include any dissemination to third parties);
 - (ii) not to use the Information to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service where trading in securities listed on the Exchange or of a type capable of being so listed or any related securities is being undertaken otherwise than through the Exchange;
 - (iii) not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner to any other person without the express written consent of you and the Information Providers; and
 - (iv) not to use or permit the use of any Information for any illegal purpose.
- 5.3 I/We agree that I/we shall not assign, transfer or sub-license all or any part of my/our rights under the provisions of this Supplemental Agreement.
- 5.4 I/We shall allow you or any person authorized by you in writing to, upon receiving your written request, inspect promptly thereafter the premises and records of me/us for any lawful purpose in connection with the provisions of this Supplemental Agreement including but not limited to the purpose of satisfying that I/we am/are not using the Information or the software comprised in it contrary to any provision contained herein.

6. No Warranty or Guarantee

- 6.1 I/We acknowledge and agree that the Service is provided to me/us on an “as is” basis and that the use of the Service is at my/our sole risk. I/We accept that neither you nor the Information Providers make any warranty of any kind whatsoever relating to the Service (including any Information furnished through the Service), express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use.
- 6.2 I/We acknowledge that owing to market volatility and possible delay in the data transmission process, the data may not be real-time market quotes for the relevant securities or investment. I/We acknowledge that you have no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from you shall be inferred from the Information provided.
- 6.3 I/We understand that neither you, your agents, the Information Providers nor the Information Transmitters guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the Information.

7. Limitations of Liability

- 7.1 I/We agree that neither you, your officers, employees, agents, the Information Providers nor the Information Transmitters shall be liable for any loss or have any responsibility:-
- (i) for damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of, or inability to access or use, of the Service, including without limitation damages resulting from the act, omission, mistake, delay or interruption of the Information Providers or the Information Transmitters, even if you, your officers, employees, agents, the Information Providers or the Information Transmitters have been advised of the possibility of such damages or losses; or
 - (ii) for damages resulting from a cause over which you, your officers, employees, agents, the Information Providers or the Information Transmitters do not have control, including but not limited to any government restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines; telephone or other interconnection problems; incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to my/our computer; power failure; problems with data transmission facilities; unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.

- 7.2 I/We agree that you shall not be responsible for any damage to my/our computer, software, modem, telephone or other property resulting from my/our use of the Service.

8. Indemnification

I/We agree to defend, indemnify and hold you, your officers, employees, agents, the Information Providers and the Information Transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with my/our use of the Service, including but not limited to my/our violation of this Supplemental Agreement or infringement of any Intellectual Property Rights. This obligation will survive the termination of this Supplemental Agreement.

9. Risk Disclosure

I/We acknowledge and accept that:-

- (i) access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons;
- (ii) due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and that such unreliability is beyond your control;
- (iii) transactions conducted via electronic means may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet;
- (iv) instructions may not be executed or may be delayed so that they may be executed at prices different from those prevailing at the time my/our instructions were given;
- (v) communications and personal data may be accessed by unauthorized third parties;
- (vi) my/our instructions may be executed without being subject to human review;
- (vii) it is usually not possible to cancel an instruction after it has been given; and
- (viii) there may be system failure, including the failure of hardware and software or breakdown of communication facilities, which may result in my/our instruction not being executed according to my/our instruction or is not executed at all.

10. Exchange Disclaimer

THE STOCK EXCHANGE OF HONG KONG LIMITED ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPTS NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

11. Miscellaneous

- 11.1 I/We acknowledge that I/we have read, understood and agreed to be bound by the terms and conditions of this Supplemental Agreement.
- 11.2 This Supplemental Agreement shall remain in full force until you acknowledge receipt in writing of my/our written instruction to terminate the Client's Agreement in accordance with Clause 32 thereof.

本补充协议于 _____年 _____月 _____日签订。

协议双方为：

I. 根据《证券及期货条例》(香港法例第571章)，信达国际证券有限公司于证券及期货事务监察委员会获发牌为持牌法团(中央编号AEL202)，并可从事证券交易及为香港联合交易所有限公司(「联交所」)参与者，其注册地址位于香港皇后大道中183号中远大厦45楼(以下简称为「信达国际证券」)；以及

II. _____，地址为

_____ (以下简称为「客户」)。

额外条款及条件

1. 定义及释义

1.1 在本补充协议中，除非文义另有所指，否则下列词语有以下涵意：

- 「接达码」：指密码和用户识别；
- 「信达国际证券邮件」：指 贵公司为交付、收取确认书、结单及其他通知而操作的保密通讯设施；
- 「信达国际证券网服务」：指 贵公司根据本补充协议提供之电子交易服务，包括服务、信达国际证券邮件、信达国际证券网站所载的信息，以及其中包含的软件；
- 「信息」：指数据、数据库、报价、新闻、研究、图形、绘图、文本，以及其它可藉服务取阅的信息；
- 「信息提供者」：指提供信息的第三方，包括但不限于各个证券市场，例如：证券交易所(包括香港联合交易所(联交所))及其附属或联营公司；
- 「信息传送者」：指传送信息的第三方；

- 「知识产权」：指在任何法域的专利权、设计（不论已否注册）、商标、服务商标、版权、诀窍、商业秘密、商誉，以及相关或类似的权利；
- 「密码」：指本人／吾等的私人密码，与用户识别一并使用，接达服务、资讯、信达国际证券邮件，以及 贵公司提供的其它服务；
- 「服务」：指 贵公司和／或代表 贵公司提供的设施，让本人／吾等可给予电子指示，买入、沽出或以其他方式进行证券交易（不论是在香港还是在其它地方），并收取资讯、信达国际证券邮件及使用相关服务；以及
- 「用户识别」：指本人／吾等的私人识别，与密码一并使用，接达服务、资讯、信达国际证券邮件，以及 贵公司提供的其它服务。

1.2 除非另有说明，否则本补充协议没定义的词语，沿用客户协议所赋的涵义。

1.3 除非另有说明，否则本补充协议并不妨碍（而是附加于）客户协议所有其它条款。

2. 适用客户协议

本补充协议（包括不时做出的修订）构成客户协议的一部份。本人／吾等承认并同意客户协议连同本补充协议条款，均适用于本人／吾等利用服务跟 贵公司进行证券交易。

3. 服务

3.1 本人／吾等同意只根据本补充协议的条款使用服务。凡他日藉信达国际证券网服务提供的额外服务，本人／吾等都只会根据本补充协议的条款使用。

3.2 本人／吾等可不时指示 贵公司，以代理的身份，代为利用服务，为电子户口存入、买入，以及／或沽出证券，或以其它方式进行证券交易、处理应收款或款项。

- 3.3 本人／吾等同意是本补充协议所述服务之唯一获授权使用者，须对 贵公司所发的接达码之保密、安全和使用自行承担全部责任。
- 3.4 本人／吾等承认并同意，无论本人／吾等有否授权，凡以接达码经服务发出的指示，都由本人／吾等自行承担全部责任。 贵公司、 贵公司高级职员、雇员、代理毋须为处理、办错或遗失指示而负责。若指示经服务发出，凡 贵公司因此而招致或蒙受的损失、损害、费用、开销及法律责任，本人／吾等都会给予免责补偿。
- 3.5 本人／吾等承认并同意，利用服务发出指示的先决条件之一，是倘遇下列情况，本人／吾等会实时通知 贵公司：
- (i) 本人／吾等已利用服务发出指示，但没收到命令编号或对买卖指示或其执行的准确确认（不论是书面、电子，还是口头）；
 - (ii) 无论是书面、电子，还是口头，本人／吾等收到交易确认，但交易并非本人／吾等所指示，或有类似争论；
 - (iii) 本人／吾等察觉有人擅自使用本人／吾等接达码；或
 - (iv) 本人／吾等使用服务时，遇到困难。
- 3.6 贵公司容许本人／吾等在在线开立电子户口时，除需利用互联网填写、交回本补充协议外，本人／吾等同意向 贵公司补交填写并签署妥当的本补充协议的打印本。
- 3.7 本人／吾等收到 贵公司电子或书面信息，确认收到或证实已执行指示后， 贵公司才会视为已收到或执行本人／吾等的指示。
- 3.8 本人／吾等同意，每逢输入指示，都会事先加以覆核，因为指示一经发出，便可能无法取消。本人／吾等可要求取消或修改指示，但 贵公司无义务答应要求。本人／吾等承认，指示只可在执行之前取消或修改。若取消的指示已完全或局部执行，本人／吾等会对已执行的交易负全责， 贵公司毋须为此负责。

- 3.9 本人／吾等承认并同意，倘若本人／吾等使用服务期间所采用的通讯方式暂时无法使用，本人／吾等仍可在此期间继续操作有关电子户口，但 贵公司有权索取不时认为适合的资料，以核实本人／吾等的身份。
- 3.10 本人／吾等明白，无论以电子还是其它方式，发给 贵公司的买卖指示，并不保证会得到执行。本人／吾等同意，若指示没有执行， 贵公司、 贵公司高级职员、雇员、代理毋须负责。
- 3.11 本人／吾等明白，除非电子户口有足够净款项或证券，以资交收，否则 贵公司不会执行本人／吾等的指示。本人／吾等承认，若电子户口没有足够净款项或证券，以致服务(包括买卖证券指示的执行)有所延误，或未有提供， 贵公司毋须负责。
- 3.12 本人／吾等同意，支付 贵公司可能就服务收取的一切费用、服务费、使用费，亦同意该等费用可以更改，毋须通知。
- 3.13 本人／吾等承认并同意，虽然可以利用服务取阅备考确认书和户口结单，但以 贵公司发出的成交单据和户口月结单为准，并受之约束。
- 3.14 本人／吾等承认并同意， 贵公司可披露本人／吾等的电子通信，披露范围与 贵公司可按客户协议规定，披露本人／吾等或电子户口其它数据的范围相同。
- 3.15 本人／吾等明白并接受， 贵公司可随时自行酌情禁止、限制、终止本人／吾等接达服务，以及买卖的能力，毋须事先通知。 贵公司结束电子户口，不会影响各方在结束之日前承受的权利和／或义务。

4. 电子通讯

本人／吾等明文同意， 贵公司可经电子方式或设施，与本人／吾等通信，或给予本人／吾等通知；该等通知或通信若经信达国际证券邮件或其他方式以电子设备发出，都在信息传给本人／吾等之时，视为收讫。

5. 知识产权

- 5.1 本人／吾等承认并同意，凡资讯、有关信达国际证券网服务的软件程式和源码所包含的知识产权， 贵公司都是拥有人或经授权获特许人。本人／吾等不会试图窜改、修改、解编、还原、损害、毁坏或以任何方式改变或再特许，亦不试图擅自取阅信息或信达国际证券网服务任何部份。本人／吾等承诺，若察觉他人正做出本段前述的行为，就立即通知 贵公司。
- 5.2 本人／吾等承认， 贵公司从信息提供者取得信息。本人／吾等同意遵守信息提供者（包括但不限于联交所）就信息的供应和使用而施加的一切条件、限制。本人／吾等尤其同意：
- (i) 提供给本人／吾等的信息，仅供本人／吾等个别使用；除非在自己日常业务中使用（但不包括向第三方散播资讯），否则本人／吾等不得使用信息或其中部份；
 - (ii) 若已经或可以在联交所上市的证券或相关证券正在联交所以外的场合买卖，就不以资讯（协助）成立、维持或提供交易场或买卖服务；
 - (iii) 未经 贵公司和信息提供者明文书面同意，不得以任何方式向他人复制、转送、散播、出售、经销、出版、广播、传阅，或用于商业用途；以及
 - (iv) 不将（亦不容许）信息用于非法用途。
- 5.3 本人／吾等同意，不会转让、出让、再特许本补充协议给予本人／吾等的所有或部份权利。
- 5.4 本人／吾等同意，收到 贵公司书面通知后，容许 贵公司或 贵公司书面授权的人士，随后为合法目的，就本补充协议的条款，尽促检查本人／吾等房舍、纪录；检查目的包括但不限于信纳本人／吾等没有在违反本补充协议条款的情况下，使用信息或其所载的软件。

6. 无保证、担保

- 6.1 本人／吾等承认并同意，服务照「原样」供给本人／吾等；使用服务的风险，由本人／吾等自行承担。本人／吾等承认， 贵公司和信息提供者都没就服务(包括经服务提供的信息)给予明示和默示保证，包括但不限于没保证不侵犯第三方权利，可以商售，或适合个别目的、用途。
- 6.2 本人／吾等承认，由于市场情况变化不定，数据传送过程亦可能有延误，数据可能并非相关证券或投资的实时市场报价。本人／吾等承认， 贵公司并无独立依据，核实或质疑收到的信息是否准确、齐全。本人／吾等不得从收到的信息，推论 贵公司有何建议或认可。
- 6.3 本人／吾等明白， 贵公司、 贵公司代理、信息提供者、信息传送者都没保证信息合时、顺序、准确、连续、实时、齐全。

7. 责任限制

- 7.1 本人／吾等同意：

- (i) 凡因接达或使用，或无法接达或使用服务而导致的各类直接、间接、特殊、随之而起、附带损害，包括但不限于因信息提供者或信息传送者的行为、遗漏、错误、延误、中断而导致的损害， 贵公司、 贵公司高级职员、雇员、代理、信息提供者、资讯传送者都毋须就任何损失承担赔偿责任，亦毋须负任何责任。即使 贵公司、 贵公司高级职员、雇员、代理、信息提供者、信息传送者曾获告知该等损害、损失可能出现，亦毋须负责；或
- (ii) 凡因 贵公司、 贵公司高级职员、雇员、代理、信息提供者、信息传送者不能控制的原因而导致的损害， 贵公司、 贵公司高级职员、雇员、代理、信息提供者、信息传送者都毋须就任何损失承担赔偿责任，亦毋须负任何责任。有关原因包括但不限于政府限制、暂停交易、电子或机械设备或通讯线路失灵；电话或其它互联网设施遇障；计算机硬件或软件无法兼容；互联网未能或不可接达；互联网服务供应商或其他与本人／吾等 计算机有关的设备、服务遇障；电力中断；数据传送设施遇障；有人擅自接达、盗窃、火灾、战争、罢工、民众骚乱、恐布主义行为(或恐布组织威胁做出的行为)、天灾、劳资纠纷。

7.2 本人／吾等同意，若本人／吾等因使用服务而令本身电脑、软件、调制解调器、电话、其它财物受损， 贵公司毋须负责。

8. 免责补偿

本人／吾等同意，凡因本人／吾等使用服务（包括但不限于本人／吾等违反本补充协议，或侵犯知识产权）而引起的，或与之有关的申索、损失、责任、费用、支出，本人／吾等都会给予 贵公司， 贵公司高级职员、雇员、代理、信息提供者、信息传送者免责补偿。本补充协议终止后，是项义务仍会有效。

9. 风险披露

本人／吾等承认并接受：

- (i) 需求达顶点、市况反复、系统升级或维修期间，或因其它原因，服务之接达可能受到限制，甚或不可供本人／吾等接达；
- (ii) 由于无法预期的网络拥挤和其他原因，电子传送可能并非可靠的通信媒介，而此事又非 贵公司所能控制；
- (iii) 由于网络拥挤，传送可能受阻、中断、耽误；又因互联网可供大众使用，可能会有数据误传。经电子工具进行的交易，可能因此而受影响；
- (iv) 指示可能不获执行，或可能有延误，因此执行价可能与本人／吾等给予指示时通行的价格有异；
- (v) 第三方可能擅自取阅通信和个人数据；
- (vi) 本人／吾等的指示可能未经人手复核，就予以执行；
- (vii) 通常指示一经发出，就不可取消；以及
- (viii) 系统可能故障，包括软、硬件失灵，或通信设施失效，可能导致本人／吾等的指示没按照本人／吾等的指示执行，或根本没有执行。

10. 联交所免责声明

香港联合交易所有限公司竭力确保所提供的数据准确可靠，但不保证其准确可靠，不会对数据不准确或有遗漏所产生的损失、损害负责（无论是侵权法、合同法，还是其它方面的权利）。

11. 其它条款

11.1 本人／吾等承认，已阅读、明白本补充协议的条款，并同意受之约束。

11.2 贵公司书面确认收到本人／吾等根据客户协议第32条发出之书面指示，终止客户协议前，本补充协议仍有十足效力。

