

A/C No.: _____

Client's Name: _____

A.E. Code: _____

信達國際證券有限公司

CINDA INTERNATIONAL SECURITIES LIMITED

客戶協議

(期權戶口)

CLIENT'S AGREEMENT
(OPTIONS ACCOUNT)

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CLIENT'S AGREEMENT (OPTIONS ACCOUNT)

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 (“SFC”) under the “Securities and Futures Ordinance” (Cap. 571 of the laws of Hong Kong) 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 Suites 5801-04&08, 58/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong (hereinafter referred to as “CISL”); and

II.

_____(the “Client”) of _____

_____, whose particulars are set out in Account Opening Form of Cash Securities Trading Account / Margin Securities Trading Account* (the “Account Opening Form”), hereby apply to open an options account (the “Options Account”) for effecting Exchange Traded Options Business (as defined in the Options Trading Rules of the Exchange) in Hong Kong and request you to accept and maintain the Options Account on and subject to the following terms and conditions (collectively “this Agreement”).

**Please delete as appropriate*

1. Definitions and Interpretation

1.1 Unless the context requires otherwise, words and expressions defined in the Options Trading Rules of the Exchange (including its successors in title and assigns) and the Options Clearing Rules of SEOCH (including its successors in title and assigns), including their amendments from time to time, shall have the same meanings in this Agreement.

1.2 In addition to Clause 1.1 above, the following expressions shall have the following meanings:-

“group company” means your ultimate holding company and each and every subsidiary of such holding company, including without limitation, Cinda International Futures Limited;

“CE No.” means the unique identifier assigned by the SFC;

“Event of Default” has the meaning ascribed to it in Clause 27.1 below;

“HKSAR” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“HKEx” means Hong Kong Exchanges and Clearing Limited;

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

“Margin” means cash and/or securities and/or other assets as may be agreed from time to time between me/us and you as security for my/our obligations under the terms of this Agreement;

“Rules” means all laws, rules and regulatory directions applying to you from time to time in effect, which include the Options Trading Rules of the Exchange, the Options Clearing Rules of SEOCH and the rules of HKSCC; and

“SEOCH” means The SEHK Options Clearing House Limited.

1.3 In this Agreement, unless the context requires otherwise:-

- (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; references 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.

1.4 The headings used in this Agreement are for convenience only and shall not affect its interpretation.

1.5 Where the context permits, references to “I/we” include “my/our authorized person”.

2. The Options Account

2.1 I/We confirm that the information provided in the Account Opening Form and other information supplied by or on behalf of me/us in connection with this Agreement is true, complete, up-to-date and accurate.

2.2 I/We will inform you immediately of any changes to the information supplied in opening the Options 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.

2.3 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.

- 2.4 You will keep information relating to the Options Account confidential, but as required by law, the conditions of your licensed status or your membership of the Exchange, may provide information to any regulatory authority, stock exchange or similar bodies including but not limited to the SFC, the Exchange and HKEx to comply with their requirements or requests for information and will not be liable in any way to me/us for so doing.

3. Laws and Rules

- 3.1 All Exchange Traded Options Business which you effect for or on my/our behalf in the HKSAR shall be effected in accordance with the Rules applying to you and the laws of the HKSAR as from time to time in effect.
- 3.2 I/We acknowledge that SEOCH has authority under the Rules to make adjustments to the terms of Contracts and you should notify me/us of any such adjustments which affect any Client Contract between you and me/us. I/We further acknowledge that all actions undertaken by you, by the Exchange, by SEOCH or by HKSCC in accordance with such Rules shall be binding on me/us.
- 3.3 I/We agree that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between you and me/us, and that all Client Contracts between you and me/us shall be created, exercised, settled and discharged in accordance with the Rules.
- 3.4 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.

4. Orders and Instructions

- 4.1 I/We acknowledge that by reason of physical restraints on the Exchange, market volatility in the price of securities and/or 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.
- 4.2 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 Options 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.
- 4.3 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.
- 4.4 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.

- 4.5 For the purpose of allowing my/our options and/or futures position to be subject to margin offset claim under the applicable rules of clearing houses, I/we shall consent to have my/our eligible position being allocated to the Client Offset Claim Accounts (“COCA”) in the Derivatives Clearing and Settlement System (“DCASS”). This enables you to apply for the margin offset claim arrangement under the applicable rules of clearing houses. However, as all positions in COCA are being pooled together for calculation of margin on a net basis, according to the applicable rules of clearing houses, I/we should note that if there is a default of you any request for external transfer of positions from COCA must be for all but not part of the positions. As a result, in such scenario, no position maintained in COCA could be externally transferred to another participant if one or more of the clients of you with positions in COCA do not wish to transfer out their positions for whatever reasons. I/We acknowledge and consent that you shall allocate any of my/our eligible positions to COCA in accordance with the applicable rules of clearing houses.

5. Contracts and Delivery Obligations

- 5.1 I/We acknowledge that although all Options Contracts are to be executed on the Exchange, I/we and you shall contract as principals under Client Contracts.
- 5.2 You agree to provide me/us, upon request, with the product specifications for Options Contracts.
- 5.3 Delivery obligations will arise when a Client Contract is validly exercised. On exercise of a Client Contract by or against me/us, I/we shall perform my/our delivery obligations under the relevant contract in accordance with the Standard Contract and as you have notified to me/us.
- 5.4 I/We acknowledge that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time. I/We may instruct you to override such “automatically generated exercise instruction” before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

6. Limits

- 6.1 I/We acknowledge that you may place limits on the open positions or delivery obligations that I/we may have at any time.
- 6.2 I/We further acknowledge that:-
- (i) you may be required to close out any Client Contract entered into between you and me/us to comply with position limits imposed by the Exchange; and
 - (ii) if you go into default, the default procedures of the Exchange may result in Client Contracts being closed out or replaced by Client Contracts between me/us and another Options Exchange Participant.
- 6.3 You may, at my/our request, agree to the Client Contracts between you and me/us being replaced, in accordance with the Rules, by Client Contracts between me/us and another Options Exchange Participant.

7. Premium, Commissions, Charges and Levies

- 7.1 I/We shall pay you Premium in advance of accepting instructions from me/us in respect of all Contracts. I/We shall also pay you forthwith on demand your commissions (at such rate as you may from time to time have notified me/us) and any other charges and applicable levies or fees imposed by the Exchange (as have been notified to me/us). You may deduct such Premium, commissions, charges and levies from the Options Account.
- 7.2 Premium payable in respect of any Options Contract shall be settled in cash.

8. Margin

- 8.1 I/We agree to provide you with such Margin to be paid or delivered as demanded by you from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of my/our open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
- 8.2 If you accept Margin by way of securities, I/we will on request provide you with such authority as you may require under the Rules to authorise you to deliver such securities, directly or through another Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from my/our instructions to you. You do not have any further authority from me/us to borrow or lend my/our securities or otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any other purpose.
- 8.3 In the case of Margin by way of securities, I/we further agree that the Margin value shall be calculated by applying a certain percentage to the current market value of the respective securities in the Options Account. The percentage to be applied will be revised at your absolute discretion from time to time without prior notice to me/us.
- 8.4 Demands for Margin must be met within 24 hours or such shorter period as you may in your absolute discretion determine to be necessary and specify to me/us.
- 8.5 All costs, charges and expenses incurred hereunder by you and all other monies paid by you in perfecting or otherwise in connection with this Agreement or in respect of the Margin held by you as security, including all your costs in proceedings for enforcement of the Margin hereby constituted or for obtaining payment of monies hereby secured shall be recoverable from me/us as a debt, and may be debited to the Options Account, and shall bear interest accordingly.

9. Interest

I/We agree that, during such time or times as I am/we are indebted to you or have any liability to you, I/we will pay interest monthly in arrears on all overdue balances in respect of and in connection with the operation of the Options Account (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified to me/us from time to time. The interest charged and payable on the principal amount hereunder shall be payable after as well as before any judgment in respect thereof.

10. Monies Held for Me/Us

- 10.1 Unless otherwise directed in writing by me/us, you shall retain on my/our behalf all amount received from or on my/our account in relation to Exchange Traded Options Business 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 associated companies may have with me/us.
- 10.2 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 the Rules) be transferred into a designated trust account maintained with a licensed bank as required by applicable laws from time to time.
- 10.3 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.

11. Remission of Monies

- 11.1 You shall, within 24 hours of demand, pay by cheque or remit to me/us all or part of the monies forming part of the Options Account, 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 associated companies may have with me/us.
- 11.2 Any amounts to be transferred by you to me/us shall be transferred to the bank account specified in the Account Opening Form 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.

12. Suspension or Closure of Options Account

- 12.1 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 Options Account from time to time and/or close the Options 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.
- 12.2 Upon the suspension or closure of the Options 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 Options Account and/or any securities or assets 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 or assets you are authorized to sell the same and account to me/us for the proceeds.
- 12.3 For the avoidance of doubt, I/we confirm that upon the suspension or closure of the Options Account you have absolute and sole discretion to decide what, when, how, and to whom to sell any or all of the securities or assets held on my/our behalf and you are entitled to deduct from the sale proceeds such amount as is necessary to discharge my/our liability to you under the terms of this Agreement without being liable in any way for losses or expenses thereby caused or incurred whether by market fluctuation or otherwise howsoever.
- 12.4 I/We further confirm that you are entitled to charge at your absolute and sole discretion reasonable fees in respect of acts done in accordance with Clauses 12.2 and 12.3 above.

13. 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 associated 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.

14. Priority

14.1 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.

14.2 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 Contracts 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.

15. Lien and Standing Authority

15.1 Any and all monies, securities and other assets 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 or group company 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 and assets 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).

15.2 For the avoidance of doubt, I/we confirm that the Client Money Standing Authority and Client Securities Standing Authority (where applicable) given together with the Account Opening Form applies to the monies and securities held for my/our account in the operating of the Options Account.

16. Consolidation of Accounts and Set-off

16.1 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.

16.2 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.

17. Suitability of Financial Product

If you solicit the sale of or recommend any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document you may ask me/us to sign and no statement you may ask me/us to make derogates from this clause.

Note: "Financial product" means any securities as defined under the Securities and Futures Ordinance ("SFO")

18. 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 six (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.

19. Liability and Indemnity

I/We agree to indemnify you and your officers, employees and agents against all costs (including without limitation all legal costs and any costs reasonably incurred by you in the collection of any debt or in connection with the closure of the Options Account), losses, 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.

20. Representations, Warranties and Undertakings

20.1 I/We hereby represent and warrant to you on a continuing basis that:

- (i) (in case of a corporation) it is validly incorporated and existing under the laws of its country of incorporation and have full power and capacity to enter into this Agreement and perform its obligations hereunder; its entry into this Agreement has been duly authorized by its governing body and is in accordance with the Memorandum and Articles of Association or by-laws as the case may be of the corporation;
- (ii) neither the signing, delivery or performance of this Agreement nor any instructions given hereunder will contravene or constitute a default under any existing applicable law, statute, ordinance, rule or regulation or judgment or cause to be exceeded any limit by which I/we am/are bound or any of my/our assets is bound;
- (iii) save as otherwise disclosed to you in writing, the Options Account is operated solely for my/our account and benefit, and not for the benefit of any other person;

- (iv) where the Options Account is to be operated as an Omnibus Account I/we will immediately notify you, on request, of the identity of any person(s) ultimately beneficially interested in any Client Contracts entered into between you and me/us; and
- (v) subject to any security interest created in favour of (a) you pursuant to this Agreement or any other agreement between me/us and you and (b) any of your group companies pursuant to any agreement between me/us and that group company, all securities and other assets provided by me/us for crediting into the Options Account are fully paid with valid and good title and whose legal and beneficial titles are owned by me/us.

20.2 I/We agree not to charge or pledge, or allow to subsist any charge or pledge over, any securities, assets or monies forming part of the Options 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, assets or monies forming part of the Options Account.

21. Communications and Documents

21.1 I/We agree that written confirmations, statements, 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 email, post, telex or facsimile or by telephone in each case to the email address, postal address, telex, facsimile or telephone numbers set out in the Account Opening Form or at such other email address, postal 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 when sent or transmitted, whether or not I/we have actually received the same.

21.2 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 and/or confirmations supplied to me/us or if I/we do not receive statements and/or confirmations promptly after any dealings have taken place. I/We will check all confirmations 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 confirmations and/or statements are to be conclusively binding on me/us as to the correctness of the matters stated therein.

22. 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.

23. 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.

24. 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 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.

25. 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 28 below.

26. Material Changes

You will 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.

27. Event of Default

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

- (i) my/our failure to pay Premium or provide the required Margin when called upon to do so, or to perform my/our delivery obligations;

- (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 Options Account;
- (iv) my/our default in the due performance or observance of any terms of this Agreement; or
- (v) any consent, authorization 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;
- (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.

27.2 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) decline to accept further instructions from me/us in respect of Exchange Traded Options Business;
- (ii) close out, give-up or exercise some or all of the Client Contracts with you;
- (iii) enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which you are exposed in relation to my/our failure to comply with my/our obligations and/or my/our liabilities under this Agreement;
- (iv) sell, dispose of or otherwise deal with in whatever manner the Margin and apply the proceeds thereof to discharge my/our liabilities to you;
- (v) immediately close the Options Account;
- (vi) combine, consolidate and set-off any or all of my/our accounts with you and your group companies; and/or
- (vii) terminate all or any part of this Agreement forthwith.

Any proceeds remaining after discharge of my/our liabilities to you should be paid to me/us.

27.3 I/We undertake to reimburse to you on demand, and authorize you at your discretion without any demand, to debit the Options Account with all charges, costs and expenses which may be incurred by you or your agents or nominees or representatives or correspondents in connection with the realisation of all or any of the Margin.

28. Termination

28.1 This Agreement may be terminated by me/us by giving no less than seven(7) calendar days' written notice to you. Such notice shall not affect any Exchange Traded Options Business effected 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.

28.2 Upon the issue of the notice pursuant to Clause 28.1 above, I/we agree that you may terminate all accounts (including the Options 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 or assets 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.

29. Power of Attorney

29.1 I/We undertake to do and execute any act, deed, document or thing which you require me/us to do in connection with the implementation, execution and enforcement of any of the terms conferred by or arising out of this Agreement, including without limitation to transfer, complete and vest the title of any Margin to/in you, your nominees or any purchaser from you.

29.2 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 the implementation, execution and enforcement of any of the terms conferred by or arising out of this Agreement, including without limitation to complete or perfect title to any Margin or to vest or enable you to vest the same in any person or body. I/We will ratify and confirm all such acts, deeds, documents or things so done by you acting lawfully and in good faith.

30. Governing Law

This Agreement is governed by, and may be enforced in accordance with, the laws of the HKSAR. I/We hereby irrevocably submit to the non-exclusive jurisdiction of the HKSAR courts.

31. General

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

31.2 You may assign or otherwise transfer any of your rights and interests under this Agreement to any other party without my/our consent. 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.

31.3 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.

31.4 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.

- 31.5 The provisions of this Agreement shall be continuous, shall cover individually and collectively all Options Accounts which I/we may open or re-open with you, and shall enure to the benefit of, and bind you, your successors and assigns, whether by merger, consolidation or otherwise, as well as my/our heirs, executors, administrators, legatees, successors, personal representatives and assigns.
- 31.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong) or otherwise to enforce or to enjoy the benefit of any term of this Agreement.

32. 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 (English or Chinese), 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.

33. Client Identity Undertaking

- 33.1 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, including but not limited to the SFC, the Exchange and HKEx (the “**Regulators**”) in respect of any transaction relating to the Options 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 Options 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.

33.2 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 33.1(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.

33.3 Clause 33.1 shall continue in effect notwithstanding the termination of the Options Account or this Agreement.

34. Acceptance

I/We understand that this Agreement will not be effective in any way until such time as it is accepted and agreed by you, such acceptance and agreement to be evidenced by the signature of one of your authorized person in the space provided below.

I/We hereby declare that I/we have read and agreed to the contents of this Agreement and the Risk Disclosure Statement for Futures and Options Trading (Appendix 1).

SIGNED by the Client:

Client Name(s)

Client Signature(s) /
Authorized Signature(s) and Company Chop

in the presence of:

Witness signature

Witness Name: _____

Witness CE / ID / Passport No.: _____

For joint account holders, all of them must also sign on the Appendix for Joint Holders annexed hereto and for partnership(s) account, all general partners are required to sign.

**ACKNOWLEDGED AND ACCEPTED BY
CINDA INTERNATIONAL SECURITIES
LIMITED**

Options Account No.: _____

**SIGNED by Cinda International Securities
Limited:**

Name(s)

Authorized Signature(s) and Company Chop

Cinda International Securities Limited shall appoint _____ (name of the employee),
being licensed by the Securities and Futures Commission (CE No. _____) or such other licensed person as
from time to time Cinda International Securities Limited may permit and notify the Client in writing, to be primarily
responsible for the affairs of the Client.

Declaration made by a licensed person

I, _____ (name of licensed person), being employed by Cinda International
Securities Limited and licensed by the Securities and Futures Commission (CE No. _____), hereby declare
that I have fully and properly explained to _____ (name of client)
the contents of this Agreement and all the attached Risk Disclosure Statement(s) (which shall form part of this
Agreement) in a language of the client's choice (English or Chinese). I confirm that I have invited the client to read the
same, ask questions and take independent advice if the client wishes.

Signed By : _____
(licensed person)

Date : _____

APPENDIX 1

RISK DISCLOSURE STATEMENTS

The following Risk Disclosure Statements are furnished to you (the Client) by Cinda International Securities Limited ("CISL") 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. These statements form an integral part of the Agreement.

These risk disclosure statements do not disclose or purport to disclose all the risks and relevant considerations in connection with all the investments and transactions relating to the Options Account. You should refrain from making any investment or transaction unless you fully understand the risks involved and have obtained independent legal, tax, financial and other advice from your own advisers as you consider appropriate. CISL is not, and shall not be deemed to be, your financial advisor.

RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS TRADING

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

FUTURES

1. Effect of "Leverage" or "Gearing"

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-Reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

OPTIONS

3. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

4. Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair” value.

6. Deposited Cash and Property

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in Other Jurisdictions

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

9. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

10. Trading Facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. Electronic Trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

客戶協議(期權戶口)

本協議於_____年_____月_____日簽訂。

協議雙方為：

I. 根據《證券及期貨條例》(香港法例第 571 章)，信達國際證券有限公司於證券及期貨事務監察委員會(「證監會」)獲發牌為持牌法團(中央編號 **AEL202**)，並可從事證券交易及為香港聯合交易所有限公司(「聯交所」)參與者，其註冊地址位於香港灣仔港灣道 18 號中環廣場 58 樓 5801-04 及 08 室(以下簡稱為「**信達國際證券**」)；以及

II. _____(以下簡稱為「**客戶**」)，
地址為 _____。

其個人資料已列載於現金證券買賣戶口/保證金證券買賣戶口*之開戶申請表(「**開戶申請表**」)根據下列條款(「**本協議**」)，向 貴公司申請開立一期權戶口(「**期權戶口**」)，用作在香港進行在交易所交易的期權業務(定義見聯交所的《期權交易規則》)，並請 貴公司接受並維持期權戶口。

***請刪去不適用者**

1. 定義及釋義

1.1 除非文義另有所指，否則在聯交所(包括其所有權繼承人及其受讓人)《期權交易規則》及聯交所期權結算所(包括其所有權繼承人及其受讓人)《期權結算規則》(包括對上述兩《規則》不時的修訂)中界定的詞語及詞句，在本協議中具有相同涵義。

1.2 除上文第 1 條 1 款所界定者外，下列詞語有以下涵義：

- 「**集團公司**」：指 貴公司最終控股公司及其各家附屬公司，包括但不限於信達國際期貨有限公司；
- 「**中央編號**」：指由證監會所分配的獨特識別號碼；
- 「**未有履約事件**」：具有本協議第 27 條 1 款給予該詞的涵義；
- 「**香港特區**」：指中華人民共和國香港特別行政區；
- 「**港交所**」：指香港交易及結算所有限公司；
- 「**中央結算公司**」：指香港中央結算有限公司，包括(如文義要求)其代理、代名人、代表、高級職員及僱員；
- 「**保證金**」：指按本人／吾等同意按不時的協定向 貴公司提供現金及／或證券及／或其他資產，作為本人／吾等根據本協議條款對 貴公司所負責任的擔保；

「該等規則」：指不時適用於貴公司的有效法律、規則及規管指令，包括聯交所的《期權交易規則》、聯交所期權結算所的《期權結算規則》，以及中央結算公司的規則；以及

「聯交所期權結算所」：指香港聯合交易所期權結算所有限公司。

1.3 在本協議中，除非文義另有所指，否則：

- (a) 「條」、「款」、「段」和「附錄」等詞均指本協議之條、款、分段和附錄；「本協議」一詞包括其附錄；
- (b) 本協議內表明單數之字須包括眾數（相反如是），具性別含義的詞語亦須包括所有性別，「人士」一詞包括個人、機構、公司、註冊公司、未註冊公司、國家或其機關；以及
- (c) 本協議所提及的法定條文，須解釋為不時修訂或重新頒佈的條文（不論在本協議簽署之前，還是之後修訂或重新頒佈），並包括重新頒佈的條文（不論有否修訂），以及據之制訂的附屬法例。

1.4 各項標題只為方便參閱而加插，不影響本協議的解釋。

1.5 如文義允許，「本人／吾等」一詞包括「本人／吾等授權的人士」。

2. 期權戶口

2.1 本人／吾等確認「開戶申請表」內所載之資料，以及由本人／吾等或代表本人／吾等提供的，且與本協議有關的其他資料，皆為真實、完整、最新及準確。

2.2 開立期權戶口時提供的資料若有變更，本人／吾等會立即告知貴公司。貴公司有權倚賴此等資料作所有用途，直至收到本人／吾等書面通知有關任何變更為止。

2.3 本人／吾等授權貴公司隨時：

- (i) 從本人／吾等之往來銀行取得證明和戶口資料（為此本人／吾等豁免往來銀行的保密責任）；以及
- (ii) 聯絡他人，核實本人／吾等提供的資料。

此外，本人／吾等授權貴公司隨時調查本人／吾等之信用，以確定本人／吾等之財政狀況。

- 2.4 貴公司將對期權戶口的有關資料保密，但 貴公司可根據法律、註冊條件，或聯交所會藉條件的規定，把該等資料提供予監管機關，證券交易所或類似組織（包括但不限於證監會、聯交所及港交所），以遵守其規定或滿足其索取資料的要求，而毋須為此向本人／吾等負責。

3. 法規

- 3.1 凡 貴公司在香港特區為或代表本人／吾等進行的所有在交易所交易的期權業務，須根據適用於 貴公司的該等規則和香港特區不時有效的法律進行。
- 3.2 本人／吾等確認，聯交所期權結算所根據該等規則獲賦權調整合約的條款， 貴公司應知會本人／吾等任何影響本人／吾等身為訂約一方的客戶合約的該等調整。本人／吾等進一步確認， 貴公司、聯交所、聯交所期權結算所及中央結算公司根據該等規則採取的所有行動，均對本人／吾等具有約束力。
- 3.3 本人／吾等同意有關期權系列的標準合約的條款適用於 貴公司與本人／吾等訂立的每份客戶合約，而所有客戶合約須根據該等規則訂立、行使、交收及解除。
- 3.4 本人／吾等進一步承諾，本人／吾等不從事任何專為或具相當可能造成證券的虛假市場的任何交易，而本人／吾等亦不會從事任何內幕交易或其他被禁止或非法的活動。

4. 命令、指示

- 4.1 本人／吾等明瞭，由於聯交所營運上的限制及證券價格頻密急速的改變及／或其他在 貴公司控制範圍外的原因，有時買賣或會遭延誤及／或 貴公司或無法按照任何於某特定時間報出之價格或「最佳價值」或「市價」買賣證券。本人／吾等確認 貴公司毋須負責因 貴公司未能或無法遵照任何指令或指示中任何條款所引致之任何損失。若 貴公司無法全部執行任何指令或指示之全部，除非在有關的特定情況中另有其他特定指示， 貴公司有權在事前未向本人／吾等提述或未經本人／吾等確認的情況下，局部執行上述指令或指示。
- 4.2 本人／吾等確認 貴公司可接受以書面或口頭（包括以電話、傳真或其他電子方式（包括未經認證之電傳）所給予 貴公司之指示。 貴公司沒責任核實給予指示者的身份。本人／吾等確認 貴公司保留 貴公司不時認為適當時拒絕接受指示的權利。本人／吾等完全明白根據以口頭（包括以電話發出）、傳真或其他電子方式所發出之指示營運期權戶口的風險。本人／吾等承擔所有按此形式營運期權戶口之風險，並不可撤回地解除 貴公司就上述指示產生或有關之一切責任，不論是否按照上述指示採取行動或拒絕採取行動亦然。
- 4.3 除非本人／吾等給予相反指示，一切指令及指示只能於給予有關指令及指示當天有效，並在指令及指示有關之交易所正式交易日結束時失效。
- 4.4 貴公司會將與本人／吾等的電話談話錄音，而本人／吾等將接納上述錄音的內容為有關談話及其內容之最後及最終定論證據。

- 4.5 為容許對本人／吾等的期權及/或期貨持倉根據適用的結算所規則進行持倉按金對銷，本人／吾等須同意將本人／吾等的合資格的持倉分配至衍生產品結算及交收系統（「衍生產品結算及交收系統」）內的客戶按金對銷賬戶（「客戶按金對銷賬戶」）。這將使 貴公司能夠套用適用的結算所規則進行對銷持倉按金的安排。然而，由於客戶按金對銷賬戶內的所有持倉已被聚攏以進行淨額按金計算，根據適用的結算所規則，本人／吾等應知悉，如果在 貴公司未能履行責任的情況下，任何從客戶按金對銷賬戶轉撥持倉出去的請求均須把所有(而非部分)持倉轉撥出去。因此，在此情況下，倘 貴公司的一名或多名於客戶按金對銷賬戶內擁有持倉的客戶，因任何原因而無意願把持倉轉撥出去，則所有在客戶按金對銷賬戶內的持倉將不能被轉撥出去。本人／吾等謹此確認並同意 貴公司根據適用的結算所規則分配本人／吾等的任何合資格的持倉至客戶按金對銷賬戶。

5. 合約及交付責任

- 5.1 本人／吾等確認，雖然所有期權合約均在聯交所執行，本人／吾等與 貴公司在客戶合約中須以當事人身份訂立合約。
- 5.2 貴公司同意會應要求而向本人／吾等提供期權合約的產品細則。
- 5.3 交付責任於客戶合約被有效行使時發生。本人／吾等行使客戶合約或本人／吾等客戶合約被行使時，本人／吾等須根據標準合約及按照 貴公司對本人／吾等的通知，履行本人／吾等根據有關合約須承擔的交付責任。
- 5.4 本人／吾等確認，在有關到期日（但亦只限於有關到期日當日），期權系統將就價內值百分比相等於或高於聯交所期權結算所不時釐定的標準的所有價內期權長倉未平倉合約，自動產生行使指示。本人／吾等可指示 貴公司按照聯交所期權結算所的《結算運作程序》在有關到期日系統終止前，凌駕此項「自動產生行使指示」。

6. 限額

- 6.1 本人／吾等確認， 貴公司可隨時就本人／吾等的未平倉持倉及交付責任訂定限額。
- 6.2 本人／吾等進一步確認：
- (i) 貴公司可能須將本人／吾等與 貴公司訂立的客戶合約平倉，以符合聯交所訂定的持倉限額；及
 - (ii) 倘 貴公司失責，聯交所的失責處理程序可能會導致客戶合約被平倉，或由另一名期權交易所參與者與本人／吾等所訂立的客戶合約所取代。
- 6.3 倘本人／吾等提出要求， 貴公司可同意根據該等規則，以本人／吾等與另一名期權交易所參與者訂立的客戶合約，取代本人／吾等與 貴公司訂立的有關客戶合約。

7. 期權金、佣金、收費及徵費

- 7.1 本人／吾等須於 貴公司接受本人／吾等有關所有合約的指示之前向 貴公司支付期權金。本人／吾等並須應要求即時向 貴公司支付 貴公司的佣金（按本人／吾等不時已獲知會的佣金率計算）、其他收費，以及（本人／吾等已獲知會的）聯交所規定適用的交易徵費或費用。 貴公司可從期權戶口中扣除該等期權金、佣金、收費及交易徵費。
- 7.2 須就期權合約支付的期權金須以現金清付。

8. 保證金

- 8.1 本人／吾等同意，按 貴公司不時的要求，向 貴公司提供須支付或交付的保證金。要求以保證金形式提供的數額不可少於（但可超過）該等規則可能規定有關本人／吾等的未平倉持倉及交付責任的數額，並可能因應市值變動要求更多保證金。
- 8.2 倘 貴公司接受證券以作保證金，本人／吾等將應要求給予 貴公司該等規則可能規定 貴公司須具有的授權，以授權 貴公司直接或透過另一名期權交易所參與者，交付該等證券予聯交所期權結算所，以作為聯交所期權結算所抵押品，從而進行源自本人／吾等給予 貴公司指示的在交易所交易的期權業務；及 貴公司並沒有獲得本人／吾等任何其他授權，從而借入或借出本人／吾等的證券或為著任何其他目的以其他方式不再管有本人／吾等的任何證券（但該等證券將給予本人／吾等或得到本人／吾等的指示的情況除外）。
- 8.3 倘提供證券以作保證金，本人／吾等進一步同意，該等保證金的價值須以期權戶口內有關證券之當時的市值的某一百分比計算。使用的百分比按 貴公司的絕對酌情權不時決定，毋須事先通知本人／吾等。
- 8.4 繳付保證金的要求，必須於二十四小時（或按 貴公司的絕對酌情權決定是須要並向本人／吾等指明的較短期間）內履行。
- 8.5 貴公司根據本協議產生的一切費用、收費、支出，以及其他在完善本協議時支付的，或與本協議有關的，或就 貴公司保管，以資抵押的保證金而支付的款項，包括為執行本協議中的保證金，或為取得本協議所擔保的款項而花的訟費，均可從本人／吾等追回，均可視為債款從期權戶口扣除，並據此計息。

9. 利息

本人／吾等同意，在欠 貴公司債務或有義務付款給 貴公司期間，就運作期權戶口的一切未清償逾期欠款（包括本人／吾等被判定應償債項後所招致的利息），本人／吾等會每月支付已生之利息，按 貴公司不時知會本人／吾等的息率及其他條款計算。凡就本金收取之利息，在判決之前或之後均須支付。

10. 為本人／吾等持有的款項

- 10.1 除非本人／吾等另有書面指示， 貴公司須代本人／吾等留存 貴公司就在交易所交易的期權業務而從或於本人／吾等戶口收訖之所有款項，但減去 貴公司有權根據本協議，或 貴公司或 貴公司集團公司可能已與本人／吾等訂立之其他協議的條款從中扣除之任何款項。
- 10.2 貴公司代表本人／吾等留存之上述款項，減去 貴公司有權從中扣除之任何款項，須於收訖後一個營業日內（或該等規則規定的其他期限內），轉往根據適用法律不時規定，在持牌銀行維持的指定信託戶口。
- 10.3 本人／吾等同意， 貴公司代表本人／吾等留存款項，在存入上文提述之信託戶口之前，不會累算惠及本人／吾等之利息。 貴公司可酌情釐定適用於代表本人／吾等以上述信託戶口持有之任何款項之利率及其他條款，並由 貴公司不時通知本人／吾等。

11. 退還款項

- 11.1 貴公司收到付款通知書，須於二十四小時內，以支票或匯寄，將所有或部份屬於期權戶口一部份的款項，付予本人／吾等，但減去 貴公司有權根據本協議或 貴公司或 貴公司的集團公司可能與本人／吾等訂立了的其他協議的條款，從中扣除任何款項。
- 11.2 貴公司轉給本人／吾等之任何款項，須轉入「開戶申請表」載述的銀行戶口，或本人／吾等不時書面指示之其他戶口，或按 貴公司同意的其他方式處理。

12. 暫停或結束期權戶口

- 12.1 貴公司可全權及獨自酌情拒絕接納及／或執行任何指示，及／或不時暫停營運期權戶口，及／或結束期權戶口，不再代表本人／吾等行事，並無義務就上述拒絕、暫停及／或結束事項給予任何理由。
- 12.2 於暫停或結束期權戶口後，本人／吾等欠負 貴公司之所有款項須立即到期繳付，而於支付上述款項後， 貴公司須於合理可行範圍內，盡快將期權戶口之任何資金及／或以 貴公司（或 貴公司之代理或代名人）名義持有的任何證券或資產，交付本人／吾等或本人／吾等之所有權繼承人。只要交付上述任何證券或資產並不實際可行， 貴公司就獲得授權，出售上述證券或資產，並向本人／吾等交代收益。
- 12.3 為免誤會，本人／吾等確認，於暫停或結束期權戶口時， 貴公司具有全權及獨自酌情權決定，從代表本人／吾等持有的任何或全部證券或資產，出售其中哪一部份及何時、如何及向誰人出售，在出售所得款項中， 貴公司有權扣除所需款項，以解除本人／吾等在本協議條款中對 貴公司所負責任，而無須就因此導致或發生的損失或費用（不論因市場波動或其他原因）而負責。
- 12.4 本人／吾等進一步確認， 貴公司有權按 貴公司全權及獨自酌情決定權，就根據上文第 12 條 2 款及 12 條 3 款所作出的行動，收取合理費用。

13. 貴公司所做的買賣

無論是為 貴公司、代表 貴公司其他客戶，還是代表 貴公司集團公司， 貴公司都可持有跟本人／吾等買、賣盤相反的倉位。本協議沒把責任加諸 貴公司身上，要求 貴公司在以本身身份或以他人身份行事期間，若察覺有任何事實、事情出現、就須向本人／吾等披露。

14. 優先次序

14.1 本人／吾等明白，在適用法律和規例的規限下， 貴公司妥善考慮從客戶收到的買、賣盤的次序後，可全權酌情決定執行買、賣盤的先後次序。本人／吾等無權聲稱自己的買、賣盤比另一客戶的優先，需由 貴公司執行。

14.2 貴公司可一併執行本人／吾等和其他客戶的買、賣盤，屆時毋須向本人／吾等提及。此舉所得的價格，可能比本可藉獨立執行而取得的價格優勝或遜色。若當時合約不敷一併執行， 貴公司妥善考慮從客戶收到買、賣盤的先後次序後，可酌情分配。

15. 留置權及常設授權

15.1 凡為或代表本人／吾等取得，或本人／吾等有權益，且由 貴公司為本人／吾等之戶口持有之金錢、證券及其他資產， 貴公司都擁有全面留置權，以確保本人／吾等履行對 貴公司或集團公司之義務。若本人／吾等未有全部地及準時地完成上述義務，本人／吾等同意 貴公司有權（但並無義務）按 貴公司全權獨自酌情決定的時間、價格及形式沽出全部或部分上述證券及資產，以履行本人／吾等義務；而 貴公司毋須就沽出上述證券及資產所導致的損失負責。

15.2 為免生疑問，本人／吾等確認連同開戶申請表一併提供的客戶款項常設授權和客戶證券常設授權（如適用）適用於在期權戶口操作中為本人／吾等戶口持有的款項及證券。

16. 戶口合併與抵銷

16.1 在不局限 貴公司之任何權利及權力的原則下， 貴公司可隨時（毋須通知本人／吾等）將本人／吾等之全部或任何戶口及欠負 貴公司及／或 貴公司之集團公司之債項合併或綜合，及將任何一個或以上該等戶口所存任何款項（不論屬何種貨幣）抵銷或轉撥，以償還本人／吾等任何欠負 貴公司及／或 貴公司之集團公司之各種債項（包括以當事人或擔保人身份欠負的債務，亦不論該等債項屬實際還是或然，屬主要抑或附屬，還是個別抑或共同）。此項抵銷權為一項持續抵押，並將額外加於及不影響 貴公司現時或日後可以持有之任何抵押。

16.2 至於 貴公司付款，抵銷並解除本人／吾等欠 貴公司集團公司的款項，本人／吾等同意， 貴公司毋須關心有關欠款是否存在，但前提是 貴公司集團公司已要求 貴公司付款。在不規限及更改本協議的一般條文下， 貴公司特此獲授權調動本人／吾等在 貴公司及 貴公司的任何一間集團公司所設的不同戶口內的款項，惟須一直遵守聯交所的一切規則、規例及程序。

17. 金融產品的合適性

假如 貴公司向本人／吾等招攬銷售或建議任何金融產品，該金融產品必須是 貴公司經考慮本人／吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人／吾等的。本協議的其他條文或任何其他 貴公司可能要求本人／吾等簽署的文件及 貴公司可能要求本人／吾等作出的聲明概不會減損本條款的効力。

註：“金融產品”指《證券及期貨條例》所界定的任何證券。

18. 無人認領的款項

本人／吾等同意，凡 貴公司收到的款項，無論是股息、未經提示的支票、匯款還是其他，若 貴公司在合理情況下盡了力，仍無法識別或追尋款項的擁有人，就從收款之日起六(6)年後，歸 貴公司所有。本人／吾等還同意，有關款項根據本條歸 貴公司所有後，本人／吾等不再就有關款項或其中部份向 貴公司提出申索。本人／吾等特此放棄可能就有關款項或其中部份擁有或取得的權利、申索。

19. 法律責任與免責補償

本人／吾等同意，凡因 貴公司履行本協議中的責任、酌情權，或因本人／吾等違反對 貴公司的義務，或因本人／吾等所給予的聲明或保證失實或不準確而產生的，或與之有關的費用（包括但不限於 貴公司收債或結束期權戶口時承擔的一切律師費和合理地招致的費用）、損失、申索、債務、支出，本人／吾等都給予 貴公司、 貴公司高級職員、僱員、代理免責補償。

20. 聲明、保證、承諾

20.1 本人／吾等特此給予 貴公司下列持續聲明與保證：

- (i) （若客戶是註冊公司）吾等根據註冊成立所在國之法律有效成立並存在，有十足權力和行為能力簽訂本協議，履行本協議所列的義務；吾等簽訂本協議一事，已獲其主管機關正式授權，並符合章程大綱暨細則或附例之規定（視情況而定）；
- (ii) 本協議之簽署、交付、履行，以及按本協議給予之指示都不會觸犯或構成違反任何現存適用法律、法規、條例、規則、規例或判決，亦不會逾越約束本人／吾等或本人／吾等資產任何部分之範圍；
- (iii) 除非另以書面向 貴公司披露，否則期權戶口純粹為著本人／吾等的戶口及利益而並非為任何其他人的利益而運作；以及

- (iv) 若期權戶口以綜合戶口運作，本人／吾等會即時應要求通知 貴公司任何擁有客戶合約的最終實益權益的人士的身份；以及
- (v) 在下列兩種抵押利益的規限下：
 - (a) 根據本協議或本人／吾等與 貴公司訂立的其他協議以 貴公司為受益人而設定之抵押利益；及
 - (b) 根據 貴公司任何集團公司與本人／吾等訂立的協議以該集團公司為受益人而設定之抵押利益；

凡由本人／吾等提供，用以貸記入期權戶口之證券及其他資產，都已繳足款項，並附有效而完整之業權，而箇中法定和實益業權又由本人／吾等擁有。

- 20.2 本人／吾等同意，未經 貴公司事先書面同意，不抵押、質押構成期權戶口一部份的證券、資產或款項，不容許有關抵押、質押續存，亦不（宣稱）出售、給予構成期權戶口一部份的證券、資產或款項的選擇權，或以其他方式處置該等證券、資產、款項。

21. 通訊及文件

- 21.1 本人／吾等同意，書面確認書、結單、通知及任何其他通訊、文件（包括但不限於付款要求、令狀、傳票、命令、訴狀、呈請），可按「開戶申請表」所載之電郵地址、郵寄地址、電傳、傳真或電話號碼，或 本人／吾等日後以書面通知 貴公司之其他電郵地址、郵寄地址、電傳、傳真或電話號碼，送呈本人／吾等。按此發送予本人／吾等之一切通訊、文件，無論本人／吾等實際有否收到，則在發送或傳送完畢時，視為已經收訖。
- 21.2 本人／吾等承諾，若由於任何原因提供本人／吾等之任何結單中有任何錯誤，或於達成任何買賣後本人／吾等並未準時收到結單及／或確認書，本人／吾等將毫不延遲地通知 貴公司交收部門經理或 貴公司任何一名董事。本人／吾等將仔細核對確認書及結單。若無明顯錯誤，本人／吾等在確認書或結單日期後七曆日內亦無作出書面反對，本人／吾等就確認書及／或結單所述事項是否正確，接受確認書及／或結單作為定論，並對本人／吾等具約束力。

22. 不可抗力

本人／吾等同意，凡 貴公司直接或間接因 貴公司、 貴公司董事、高級職員、僱員或代理所不能控制之情況、環境，導致 貴公司延遲或未能履行本身在本協議中的義務，或因前述情況、環境直接或間接導致的損失、 貴公司、 貴公司董事、高級職員、僱員、代理都毋須負責。該等情況、環境包括但不限於政府限制、有關交易所、結算所或其他市場暫停交易、電子或機械設備或通訊線路失靈、電話或其他接駁系統出現問題、盜竊、戰爭、罷工、社會騷亂、恐怖活動（或恐怖組織威脅展開的活動）、天災。

23. 賠償基金

若 貴公司的過失而導致本人／吾等蒙受金錢上之損失，賠償基金將按證券及期貨條例或相關的附屬法例以不超過相關法例所訂的賠償限額作出賠償（投資者賠償限額規則）。基於此規則，本人／吾等明白所蒙受金錢上之損失，賠償基金只能部份或全部作出賠償。

24. 共同和各別地負責

若客戶由多於一人組成：

- (i) 每人之責任及義務須為共同及個別性質；凡於本文提述客戶時，須詮釋為（如文義有所需要）提述其中一人或每人。其中一人或多人去世後，本協議規範與一名或多名尚存人士交易之條款，不會因此而給影響或削弱；
- (ii) 即使他人因任何原因不受約束，各人仍受約束；
- (iii) 貴公司有權就任何事務之任何範圍分別與各人處理，並不影響其他人士之責任；及
- (iv) 其中一人之指示，對組成客戶之所有其他人士均具有約束力。

25. 修改

在法律上容許之範圍內， 貴公司可於沒事先通知或獲得本人／吾等核准之情況下，不時修改本協議之條款，而該等修改之條款根據本協議在本人／吾等接獲通知後立即實行。本人／吾等明白及同意，倘本人／吾等不接受 貴公司不時通知本人／吾等之修改條款，本人／吾等有權根據本協議條文第 28 條之規定，終止本協議。

26. 重大變化

貴公司的業務如果出現重大變化，因而可能會影響到 貴公司向本人／吾等所提供的服務（包括但不限於 貴公司更改名稱、地址、在證監會的註冊地位，以及本協議所列的付款基準）， 貴公司將就此知會本人／吾等。

27. 未有履約事件

27.1 如遇以下事項，均會視為未有履約事件（「未有履約事件」）：

- (i) 被催繳須支付期權金或提供所須保證金時，未能付款或履行本人／吾等的交付責任；

- (ii) 有人入稟法院，申請宣佈本人／吾等破產，或將本人／吾等清盤，或有針對本人／吾等之類似訴訟開始；
- (iii) 期權戶口給扣押；
- (iv) 本人／吾等未有妥善履行或遵守本協議任何條款；
- (v) 需由本人／吾等給予，使本協議得以訂立的同意、授權或董事會決議，遭完全或局部廢除、暫停、終止或不再有十足效力和作用；
- (vi) 在本協議中給予的，或根據本協議給予的聲明、保證，或已經交付的證書、說明、其他文件，屬於或變成嚴重不正確；或
- (vii) 貴公司秉誠認為，有關行動是保障、執行或保存在本協議中的權利所必需的。

27.2 倘出現未有履約事件，在無損 貴公司對本人／吾等之其他權利或補償的前提下， 貴公司有權毋須通知本人／吾等，採取以下行動（但須受所有適用法律規限）；

- (i) 拒絕受理本人／吾等就在交易所交易的期權業務給予的進一步指示；
- (ii) 將本人／吾等與 貴公司訂立的客戶合約全部或部份平倉、過戶或行使；
- (iii) 訂立合約或進行證券、期貨或商品的交易，以履行所產生的責任或對沖 貴公司因本人／吾等未有履行責任而須承擔的風險；
- (iv) 出售、變賣或以任何方式處置保證金，並將該等處置所得款項清償本人／吾等欠負 貴公司的債務；
- (v) 立即結束期權戶口；
- (vi) 將本人／吾等在 貴公司或 貴公司集團公司之戶口合併、整合並抵銷；以及
- (vii) 立即終止本協議或其中部份。

在本人／吾等欠 貴公司的一切債務清償後的任何收益餘款，應付予本人／吾等。

27.3 凡由 貴公司、代理、代名人、代表或聯絡人承擔，並與變賣所有或部份保證金有關的收費、費用及開支，本人／吾等承諾應要求償付，並授權 貴公司酌情毋須催繳，就從期權戶口扣除款項。

28. 終止協議

28.1 本人／吾等可給予不少於七（7）個曆日通知，終止本協議。該終止協議通知不會影響 貴公司在接獲該通知前進行之在交易所交易的期權業務，亦不會損害 貴公司或本人／吾等在接獲該通知前之權利、權力或責任。 貴公司可隨時給予本人／吾等書面通知，終止本協議。

28.2 根據本條 1 款發出通知後，本人／吾等同意 貴公司可以終止所有以本人／吾等名義於 貴公司開立之戶口（包括期權戶口），並將所有存於該等戶口、或為該等戶口持有的金額轉換為港幣，以及變賣該等戶口內之所有證券或資產。當本人／吾等已向 貴公司償還所有欠款項時， 貴公司須：

- (i) 將該等戶口之結餘存入本人／吾等之銀行戶口；
- (ii) 以支票形式，將該等戶口之結餘郵寄到本人／吾等之最後所知地址；本人／吾等願意承擔郵寄之風險；或
- (iii) 以支票形式，把該等戶口之結餘交付本人／吾等，或交付本人／吾等正式授權之代理或委託人。

29. 授權書

- 29.1 本人／吾等承諾會作出及簽署任何 貴公司就有關任何本協議所授予或因本協議所產生之條款之實施、執行及強制履行所要求本人／吾等作出之行動及簽署的任何契約、文件或事物；此包括但不限於將本人／吾等寄存於 貴公司之保證金所有權轉讓、完成及轉歸 貴公司、 貴公司代名人或任何購買人。
- 29.2 本人／吾等委任 貴公司為本人／吾等之授權人，代表本人／吾等作出及簽署 貴公司認為就有關任何本協議所授予或因本協議所產生之條款之實施、執行及強制履行必需適宜作出之任何行動及簽署之任何契約、文件或事物；此包括但不限於完成任何保證金所有權之完成、完善、轉歸、或令 貴公司可轉歸所有權予任何人士或團體。本人／吾等會追認及確認一切 貴公司合法地及本著真誠地作出及簽署之上述行動、契據、文件或事項。

30. 管轄法律

本協議受香港特區的法律管限，並且可根據香港特區的法律予以執行。本人／吾等特此不可撤銷地服從香港特區法院的非獨佔司法管轄權。

31. 一般規定

- 31.1 本協議取代本人／吾等與 貴公司已往就期權戶口達成的一切協議、安排（如有）。
- 31.2 貴公司可未經本人／吾等同意，將 貴公司在本協議中的任何權利和利益轉讓或以其他方式轉予他人。未經 貴公司之書面同意前，本人／吾等不得將本協議中之權利及／或義務轉予他人。
- 31.3 本協議條款不得視為移除、排除、限制本人／吾等在香港特區法律中的權利，以及 貴公司在香港特區法律中的義務。倘本協議任何條款給法院或監管機構、組織視為無效或不能執行，其餘條款可否執行，有否效力，不會因此而受影響。
- 31.4 無論如何，倘 貴公司在任何時間未能恪守本協議內之任何條款或條件，或於 貴公司方面持續出現此等行為，將不構成或視為 貴公司放棄任何權力、權利、賠償或特權。

31.5 本協議所列條文具有持續性，對本人／吾等在 貴公司所開立或重新開立的期權戶口均個別地或共同地有效，對於 貴公司、 貴公司繼承人及承讓人（不論是由於合併、整合抑或以其他方式而產生），以及本人／吾等的繼承人、遺囑執行人、遺產管理人、遺產承受人、遺產繼承人、遺產代理人及承讓人亦同樣有效。

31.6 非本協議一方的人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）或其他方式強制執行本協議的任何條款或享有本協議的任何條款之利益。

32. 英文本與中文本

本人／吾等確認已獲告知，要仔細閱讀本協議之英文本及／或中文本；本人／吾等已仔細讀之。本人／吾等亦獲告知，要聽取獨立法律意見，且已有此機會。本協議內容亦已全部以本人／吾等選擇的語言（英文或中文），向本人／吾等解釋清楚，而本人／吾等明白並接受本協議內容，同意受之約束。若本協議中文本與英文本有所矛盾，本人／吾等同意以英文本為準。

33. 有客戶身份承諾

33.1 於無影響本協議任何其他條款的情況下，任何香港特區的監管機構，包括但不限於證監會、聯交所及港交所（「**監管者**」），可以向 貴公司合法索取有關期權戶口內交易之有關資料：

- (i) 本人／吾等將於 貴公司提出要求後，立即向監管者提供其可能要求的資料，包括但不限於以下三類人之身份、地址、職業、聯絡資料及其他身份證明詳情：(a)委託展開交易之人士（就本人／吾等所知）；(b)於交易中最終獲得利益之人士；及(c)發起該項交易之任何第三者；
- (ii) 倘本人／吾等為集體投資計劃、全權控制戶口或全權信託進行交易，本人／吾等將於 貴公司提出要求後，立即向監管者提供有關該計劃、戶口或信託之身份、地址、聯絡資料，以及（倘適用）代表該計劃、戶口或信託，指示本人／吾等進行該宗交易的人士的身份、地址、職業及聯絡資料。本人／吾等承諾，本人／吾等代表任何計劃、信託或戶口投資的酌情權給撤銷後，本人／吾等會立即通知 貴公司。屆時，本人／吾等亦會應監管者的要求，立即向其提供指示該次交易之人士之身份、地址、職業及聯絡資料；及
- (iii) 倘本人／吾等知悉本人／吾等之客戶，為其他客戶作為中間人進行交易，而本人／吾等並不知道該等客戶之身份、地址、職業及聯絡資料時，本人／吾等確認：
 - (a) 本人／吾等與客戶有合宜安排，使本人／吾等有權應要求立即從客戶取得上文第(i)及／或第(ii)段所列之資料，或促成取得該等資料；以及

- (b) 當 貴公司就期權戶口下之交易提出要求，本人／吾等當立即向指示進行該宗交易之客戶索取上述第(i)及／或(ii)段所列之資料，使資料可立即提供與監管者。

33.2 本人／吾等確認本人／吾等及本人／吾等之客戶均不受禁止本人／吾等作出本條 1 款(i)、(ii)或(iii)段所列之行為的法律所規限，或倘本人／吾等或本人／吾等之客戶受該等法律規限，本人／吾等或本人／吾等之客戶（視乎情況而定）已放棄該等法律之利益，或以書面同意本人／吾等作出上述分段所列之行為。

33.3 即使期權戶口或本協議終止，本條 1 款仍然有效。

34. 同意

本人／吾等明白，待 貴公司同意並接納本協議後，本協議才會有效。此同意及接納由 貴公司之任何獲授權人士其一在下方提供之空間處簽署為證。

本人／吾等現聲明已閱悉及同意本協議的內容及期貨及期權交易的風險披露聲明(附錄一)。

客戶簽署：

客戶姓名

客戶簽署／
獲授權者簽名及公司印章

見證人簽署

見證人姓名： _____

見證人中央編號／身份證／護照號碼： _____

各聯名戶口持有人必須附於本協議的「聯名戶口持有人專用附錄」上簽署。至於合夥戶口，則所有普通合夥人概須簽署。

信達國際證券有限公司確認並接受：
信達國際證券有限公司簽署：

期權戶口編號: _____

獲授權者姓名

獲授權者簽名及公司印章

信達國際證券有限公司任命_____ (職員全名) (已在證券及期貨事務監察委員會獲發牌 (中央編號為_____)) 或信達國際證券有限公司不時認可，並以書面知會客戶的其他持牌人士，負首要責任，處理客戶事務。

持牌人士之聲明

本人 _____ (持牌人姓名)，受僱於信達國際證券有限公司，並於證券及期貨事務監察委員會獲發牌 (中央編號：_____) 經已按照 _____ (客戶姓名) 選擇的語言 (英文或中文)，向其詳盡而妥善解釋本協議及所有附件風險披露聲明 (構成本協議的一部份) 的內容。本人確認已邀請客戶閱讀上述文件，提出問題、徵詢獨立意見 (如客戶有此意願)。

持牌人簽署： _____

日期： _____

風險披露聲明

以下風險披露聲明乃由信達國際證券有限公司（以下簡稱為「信達國際證券」）根據《證券及期貨事務監察委員會持牌人或註冊人操守準則》第6條2款(h)段向閣下（客戶）提供，閣下（客戶）務請留意內容。此等聲明構成本協議不可分割的一部分。

此等風險披露聲明並未披露或旨在披露與期權戶口相關的所有投資和交易相關的所有風險和相關考慮因素。除非閣下完全了解所涉及的風險並已從閣下自己的顧問獲得閣下認為適當的獨立法律、稅務、財務和其他建議，閣下應避免進行任何投資或交易。信達國際證券不是，且不應被視為閣下的財務顧問。

期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的賬戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

本聲明旨在概述買賣期貨及期權的風險，並不涵蓋該等買賣的所有相關風險及其他重要事宜。你在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和你就此須承擔的風險程度。期貨及期權買賣對很多投資者都並不適合，你應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

期貨

1. 「槓桿」效應

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對你投入或將需要投入的資金造成大比例的影響。所以，對你來說，這種槓桿作用可說是利弊參半。因此你可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，即須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

2. 減低風險買賣指示或投資策略

即使你採用某些旨在預設虧損限額的買賣指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些買賣指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

期權

3. 不同風險程度

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文「期貨」一節）。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。

出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任（參閱上文「期貨」一節）。若期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

期貨及期權的其他常見風險

4. 合約的條款及細則

你應向替你進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任（例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制）。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關資產的變化。

5. 暫停或限制交易及價格關係

市場情況（例如市場流通量不足）及／或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果你賣出期權後遇到這種情況，你須承受的虧損風險可能會增加。

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷「公平」價格。

6. 存放的現金及財產

如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於你的財產將會如現金般按比例分配予你。

7. 佣金及其他收費

在開始交易之前，你先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤（如有）或增加你的虧損。

8. 在其他司法管轄區進行交易

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

9. 貨幣風險

以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在你本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

10. 交易設施

電子交易的設施是以電腦組成系統來進行買賣盤傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為你進行交易的商號查詢這方面的詳情。

11. 電子交易

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚或完全不獲執行。

12. 場外交易

在某些司法管轄區，同時在特定情況之下，有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你在進行該等交易前，應先瞭解適用的規則和有關的風險。