



APPLICATION FOR TREATMENT AS “PROFESSIONAL INVESTOR” - CORPORATE 專業投資者（法團）申請書

Client Name 客戶姓名			
Account No 帳戶號碼		Date of Application 申請日期	

1 Treatment as a “professional investor” 「專業投資者」之待遇

We hereby declare that 我司謹此聲明：

- A. as a Trust 信託法團
- having been entrusted under one or more trusts of which we act as a trustee with total assets of not less than \$40 million at the relevant date 擔任一項或多於一項信託的信託人，而在該項或該等信託下獲託付的總資產在有關日期不少於\$40,000,000。
- B. as a Corporation 法團
- B1 - having a portfolio of not less than \$8 million at the relevant date; or 擁有的投資組合在有關日期不少於\$8,000,000；或
 - total assets of not less than \$40 million at the relevant date 擁有的資產在有關日期不少於\$40,000,000
 - B2 - has as the principal business the holding of investments and is wholly owned by any one or more of the following persons at the relevant date 在有關日期的主要業務是持有投資項目並在有關日期由以下任何一名或多於一名人士全資擁有的法團
 - a trust corporation specified in (A) 在(A)點指明的信託法團
 - an individual having a portfolio of not less than \$8 million 擁有的投資組合不少於\$8,000,000的個人
 - a corporation specified in (B1) 在(B1)點指明的法團
 - a partnership specified in (C) 在(C)點指明的合夥
 - a professional investor with the meaning of (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the Ordinance 屬證券及期貨條例附表1第1部第1條專業投資者的定義的(a)、(d)、(e)、(f)、(g)或(h)段所指的專業投資者
 - B3 which wholly owns a corporation referred in (B1) 在有關日期全資擁有第(B1)點所提述的法團的法團
- C. as a Partnership 合夥
- having a portfolio of not less than \$8 million at the relevant date; or 擁有的投資組合在有關日期不少於\$8,000,000；或
 - total assets of not less than \$40 million at the relevant date 擁有的資產在有關日期不少於\$40,000,000

We further declare that we will provide/ have provided CMB International Securities Limited (“CMBIS”) with the relevant supporting documents issued within the required period as evidence to prove our fulfillment of the requirements as to be classified as a “professional investor” pursuant to the Securities and Futures Ordinance (Cap.571) (“SFO”). 我司進一步確認我司將會/ 已經向招銀國際證券提供所有於指定期內發出的相關證明文件，以證明我司符合《證券及期貨條例》(第571章)(下稱「證券及期貨條例」)中有關「專業投資者」的定義所描述的人士。

Meanwhile, we would also like to apply to CMBIS to classify us as a “Corporate Professional Investors” pursuant to 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (“Code”) in connection with our trading account maintained with CMBIS. 同時，我司現亦就我司於招銀國際證券持有的交易帳戶，向招銀國際證券申請成為《證券及期貨事務監察委員會持牌人或註冊人操守準則》(下稱「操守準則」)定義之「專業投資者」。

2 Right to withdraw from being treated as a “professional investor” 撤回被視為「專業投資者」之資格：

We understand that we have the right, at any time, to object to being treated as a “professional investor” as described above and request to withdraw from being so treated by giving CMBIS written notice of not less than 5 business days. 我司明白我司於任何時候均擁有權利反對及撤回被視為「專業投資者」之資格，唯該等要求需要最少五個工作天前向招銀國際證券以書面提出。

We agree that unless and until CMBIS receives from us written notification of our objection and withdrawal, CMBIS will be entitled to treat us as a “professional investor” as described above with its attendant risks and consequences. Any request by us to withdraw from being treated as a “professional investor” shall be without prejudice to and shall not affect the provision of any services rendered to us on the basis that we are a “professional investor” prior to such withdrawal taking effect. 我司同意除非及直至招銀國際證券收到我司有關的反對及撤回資格之書面通知，招銀國際證券有權將我司視為「專業投資者」及我司將承擔相關的風險及後果。有關任何我司撤回「專業投資者」資格的要求，在該撤回要求生效前，均不會妨礙及影響招銀國際證券向我司提供的服務。

Signature 客戶簽名	
Name of Signatory 簽字人姓名	Name of Signatory 簽字人姓名
Date 日期：	Date 日期：

TERMS OF BUSINESS FOR PROFESSIONAL INVESTORS
TO BE READ CAREFULLY AND RETAINED BY THE CLIENT FOR RECORDS

To: **CMB International Securities Limited**
45/F., Champion Tower,
3 Garden Road, Central,
Hong Kong.
("you" or the "Company")

(A licensed person under the Securities and Futures Ordinance with C.E. Number : AUZ441, being a Licensed Corporation to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities pursuant to the Securities and Futures Ordinance Cap. 571 and an Exchange Participant of the SEHK)

I, being the client of CMB International Securities Limited, hereby agree that the following terms and conditions will apply to all securities trading and related services which you may in your absolute discretion provide to me from time to time.

1. Definitions and Interpretation

1.1 In these Terms of Business for Professional Investors ("these Terms"), the following words and expression shall have the following meanings:-

"Account" means any account recording my Securities transactions and movement of my client money opened by and maintained with you in your books in my name;

"Affiliate" means, in relation to a party, an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any director, officer or employee or agent of such entity;

"Agreement" means the written agreement between me and you regarding the opening, maintenance and operation of the Account as amended from time to time, including but not limited to the Client Information Sheet, these Terms and any authority given by me to you with respect to the Account;

"Associated Entity" has the same meaning described to it in the Securities and Futures Ordinance;

"Authorized Persons" means those individuals who have been designated by or duly authorized by me pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to you) to act on my behalf in connection with this Agreement. "Authorized Person" means any one of the Authorized Persons;

"Business Day" means any day on which the Exchange opens for trading other than Saturdays, Sundays, public holidays and any other day declared by the Exchange to be a non-business day;

"Client Information Sheet" means the client information sheet(s)/statement(s) completed or to be completed by me for the opening of the Account;

"CMBI Group" means you, your subsidiary, ultimate holding company, holding company and fellow subsidiary of such holding company, including but not limited to CMB International Capital Limited, CMB International Futures Limited, CMB International Asset Management Limited, CMB International Securities Limited, and "CMBI Group Member" means each or any one of them;

"CMBI Website" means www.cmbi.com.hk and such other websites as you may from time to time add and notify me;

"Exchange" means SEHK, or such other stock exchange or markets or over-the-counter markets;

"Instruction" means a written, oral or, subject to your agreement, electronic communication which you believe in good faith to have been given by me or an Authorized Person;

"Professional Investor" has the same meaning described to it in section 1 in Part 1 of Schedule 1 to the Securities and Futures Ordinance and section 3 of the Securities and Futures (Professional Investor) Rules (Cap.571D) of the laws of Hong Kong;

"Securities" has the same meaning described to it in the Securities and Futures Ordinance;

"Securities and Futures Ordinance" means the Securities and Futures Ordinance (Cap.571) of the laws of Hong Kong;

"SEHK" means The Stock Exchange of Hong Kong Limited.

2. Account

2.1 Opening of Account

I shall open and maintain the Account for recording my Securities transactions and movements of my client money made pursuant to this Agreement.

2.2 Transfer of Securities

In respect of transfers of Securities into the Account, I shall arrange for and instruct the transfer of the Securities from the transferring party to you at my costs and expenses. The Securities will not be credited to the Account until you have received the Securities.

3. Instructions

3.1 Authorization

You are hereby authorized to buy and sell Securities for the Account and otherwise deal with Securities, receivables or monies held in or for the Account upon Instructions. However you are entitled, at your discretion (such discretion not to be exercised in an unreasonable manner), to refuse to accept any Instruction and shall not be liable to me for any loss whatever arising

out of the same.

3.2 Instructions

You are authorized, but are not obliged, to accept and act upon Instructions given through telephone or other means in connection with any Securities transaction or for transfer of funds to or from the Account, for any purpose in connection with this Agreement. Any Instructions given by me in connection with the Account or this Agreement shall be deemed to be proper, valid and binding Instructions from me if given by any ONE person quoting such information about the Account as may be required by you.

3.3 Execution Agent

You will act as my execution agent in relation to my Instructions.

3.4 Execution through Affiliates

You may effect my Securities transactions in such manner and through any Affiliate, participants of any Exchange or clearing house, or brokers in the relevant markets as you may absolutely decide.

3.5 Short Sales

I undertake to notify you when I instruct you to execute a short sale on my behalf. For the purposes of this Agreement, a short sale means an Instruction from me to you to sell Securities that I do not own and includes an Instruction to sell Securities I have borrowed. This undertaking is repeated each time I place an order with you.

3.6 Product Specifications

If services are to be provided by you to me in relation to derivative products, including options, you shall provide to me upon request product specifications and any prospectus or other offering document covering such products and, where applicable and supplemental to Clause 6 below, a full explanation of margin procedures and the circumstances under which my positions may be closed without my consent.

4. Execution of Instructions

4.1 Priority

You may determine the priority in the execution of Instructions or otherwise execute Instructions in such manner having due regard to market practice, applicable regulations and fairness to all clients.

4.2 Delays

You will not be liable for delays or failure in the transmission of Instructions due to breakdown or collapse of communication facilities or for any other delay or failure beyond your control.

4.3 Cancellation and Amendment

Request to cancel or amend an Instruction is only possible before it has been executed and is subject to your acceptance (you shall not refuse to accept such a request unless on reasonable grounds). Instructions are, unless accepted by you for cancellation or amendment, good for the trading day on which it was accepted by you and shall lapse if not executed by the end of such trading day unless otherwise agreed to by you, or in the case of an Instruction relating to an Exchange outside Hong Kong if the day on which the Instruction is accepted by you is not a trading day of the relevant Exchange, the immediate following trading day of such Exchange.

4.4 Tape Recording

You may tape record conversations with me and the Authorized Persons.

5. Settlement

5.1 Payment

Where you have executed a purchase or sale transaction on my behalf, I will by the due settlement date as required by you or the relevant Exchange or clearing house make payment of cleared funds or delivery of Securities in deliverable form to you.

5.2 Settlement Failure

I will indemnify you and keep you indemnified against any losses, damages, demands, costs, fees and expenses in connection with any settlement failure.

5.3 Currency Exchange

All currency exchange risks in respect of any transactions, settlement, action or steps taken by you under this Agreement will be borne by me.

6. Margin

6.1 I agree to maintain such Margin and shall on demand pay such additional Margin (as defined in the Margin Client' s Agreement) by means of cash, securities or in such form and/or amounts and within such time as may be determined by the Company to be payable by me or by the Company on my behalf in respect of such Margin or any other payment in

connection with any transaction in securities on my behalf (or entered into with me) (as the case may be) under the terms of this Agreement.

- 6.2 The time for payment of any Margin is of the essence and if no other time is stipulated by the Company when making a demand then I am required to comply with such demand before the expiry of two hours from the time of making the demand (or more quickly if required by the Company to do so). I also agree to pay immediately in full and on demand any amount owing with respect to any of the Company's accounts. All initial and subsequent deposits and payments for Margin and other purposes shall be made in cleared funds and in such currency and in such amounts as the Company may in its sole discretion require.
- 6.3 For the avoidance of doubt, failure by me to meet Margin calls made by the Company by the time prescribed by the Company or otherwise or any other accounts payable hereunder shall give the Company the right (without prejudice to other rights) to close the Account(s) and/or to close out any position in the Account(s) (as the case may be) without notice to and/or consent by me and to dispose of any or all securities held for or on behalf of me and to apply the proceeds and any cash deposit(s) to pay the Company all outstanding balances owing to the Company. Any monies remaining after that application shall be refunded to me.
- 6.4 The Company shall be entitled to revise Margin requirements from time to time in its absolute discretion. I shall be granted financial accommodation of up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company. No previous Margin requirements shall establish a precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the contracts affected by such revision.
- 6.5 Notwithstanding Clauses 6.1 and 6.2, in the event that it is, in the sole opinion of the Company, impracticable for the Company to make demands for additional Margin pursuant to Clause 6.1, including but without limitation, if the impracticability is due to a change or development involving a prospective change:
- (1) in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Company likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or
 - (2) which is or may be of a material adverse nature affecting the condition or operations of me,
- the Company shall be deemed to have made Margin calls for such form and/or amounts as the Company may determine and such Margin shall become immediately due and payable by me.
- 6.6 Nothing in this Agreement shall be construed as taking away or affecting any lawful claim, lien or other rights and remedies which the Company may have in respect of any money held in any bank account pursuant to Clause 8 or in respect of any money received or paid into such bank account.
- 6.7 For the avoidance of doubt, if a debit balance arises on any of my Account(s), the Company shall not be, nor shall the Company be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact that the Company permits a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of the Company to advance monies or incur any obligation on my behalf on any subsequent occasion, but without prejudice to the obligations of me in respect of any debit balance which the Company does permit to arise.
- 6.8 The parties agree that any securities deposited with, or otherwise provided by or on behalf of me to, the Company shall be securities collateral in favour of the Company.

7. Securities in the Account(s)

- 7.1 I specifically authorize the Company, in respect of all securities deposited by me with the Company or purchased or acquired by the Company on behalf of me, and held by the Company for safe keeping, to register the same in the name of an associated entity or in my name, or deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or an associated entity of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities.
- 7.2 I specifically authorize the Company, in respect of all securities collateral deposited with, or otherwise provided by or on behalf of me to the Company, to:
- (1) deposit in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company or associated entity for the purpose of holding securities collateral of the Company with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities;
 - (2) deposit in an account in the name of the Company or associated entity (as the case may be) with an authorized financial institution, an approved custodian or another intermediary licensed for dealing in securities; or
 - (3) register in the name of me on whose behalf the securities collateral has been received, the Company or the associated entity.

- 7.3 Any securities and securities collateral held by the Company, any associated entity of the Company, banker, institution, custodian or intermediary pursuant to Clauses 7.1 and 7.2 shall be at the sole risk of me and the Company and the relevant associated entity, banker, institution, custodian and intermediary shall be under no obligation to insure me against any kind of risk, which obligation shall be the sole responsibility of me.
- 7.4 If in relation to any securities deposited with the Company which are not registered in my name, any dividends or other distributions or benefits accrue in respect of such securities, the Account(s) shall be credited (or payment made to me as may be agreed) with the proportion of such benefit equal to the proportion of the securities held on behalf of me out of the total number or amount of such securities.
- 7.5 If in relation to any securities deposited with the Company but which are not registered in the name of me, and loss is suffered by the Company, the Account(s) may be debited (or payment made by me as may be agreed) with the proportion of such loss equal to the proportion of the securities held on behalf of me out of the total number or amount of such securities.
- 7.6 The Company is authorized, pursuant to section 6(3) of the Client Securities Rules, to dispose, or initiate a disposal by its associated entity, of any of my securities or securities collateral (and the Company shall have absolute discretion to determine which securities or securities collateral are to be disposed of) for the purpose of settling any liability owed by or on behalf of me to the Company, the associated entity or a third person.
- 7.7 Except as provided in Clauses 7.8 below, the Company shall not, without my oral or written direction or standing authority under the Client Securities Rules, deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of my securities or securities collateral for any purpose.
- 7.8 The Company's obligations to deliver, to hold in safe custody or otherwise or to register in my name, securities purchased or acquired by the Company on my behalf shall be satisfied by the delivery, the holding or registration in my name or my nominee of securities of the same class, denomination and nominal amount as, and rank pari passu with, those originally deposited with, transferred to or acquired by the Company on my behalf (subject always to any capital reorganization which may have occurred in the meantime) and the Company shall not be bound to deliver or return securities which are identical with such securities in terms of number, class denomination, nominal amount and rights attached thereto.

8. Monies in the Account(s) and Interest

- 8.1 The Company shall be entitled to deposit all monies held in the Account(s) and all monies received for or on the account of me with one or more segregated account(s) in Hong Kong, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules. Unless otherwise agreed between me and the Company, any interest accrued on such monies shall belong to the Company absolutely.
- 8.2 Unless otherwise indicated, I undertake to pay interest to the Company in respect of any debit balance on the Account(s) or any amount otherwise owing to the Company at any time compounded at such rate as may be specified from time to time by the Company or failing any such specification at a rate equivalent to three per cent per annum above the best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company.

9. Safekeeping of Securities

9.1 Safekeeping

Any Securities which are held by you for safekeeping may at my own risks and expense, at your discretion:

- (a) (in the case of registrable Securities) be registered in my name or in the name of your Associated Entity or nominee; or
- (b) be deposited in safe custody in a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents to the satisfaction of the Securities and Futures Commission of Hong Kong.

9.2 Dividends

Where Securities are not registered in my name, 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, as agreed with you. Where the Securities form part of a larger holding of identical Securities held for your clients, I shall be entitled to the same share of the benefits arising on the holding in proportion to my share out of the total holding, rounded up or down in such manner as you may reasonably determine.

9.3 Losses of Securities

If, in relation to any Securities deposited with you which are not registered in my name, any loss is suffered by you arising therefrom, the Account may be debited (or payment made by us as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of the relative Securities which shall comprise Securities held on my behalf, rounded up or down in such manner as you may reasonably determine. You shall not be liable for any such loss in

the absence of fraud or willful default on your part.

9.4 Pooling of Securities

Any Securities deposited with you may, at your absolute discretion, either be treated as fungible and pooled like with like with the other Securities held by your clients or specially allocated to the Account. I will only be entitled to be returned and shall accept delivery of Securities of the same company, class and denomination (or in the event of any change in class or denomination, Securities of such equivalent class or denomination) as the Securities originally deposited.

9.5 Calls

I shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid moneys under any of the Securities from time to time in the Account and duly and promptly pay any other moneys which I may lawfully be required to pay in respect of any of the Securities from time to time in the Account. In default you may, but are not obliged to, make such payments on my behalf and any sums so paid by you shall be repayable by us on demand, together with any costs or expenses incurred by you as a result.

9.6 Terms of Custody

If the Securities are registered in the name of your Associated Entity or nominee, the Securities will be held by such Associated Entity or nominee on its standard terms and conditions as may from time to time be in force. You or your Associated Entity or nominee shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the Securities to me. However, if you or your Associated Entity or nominee determines that any action is required in respect of such Securities and I cannot be contacted or fail to give you punctual or adequate Instructions for such action, I hereby authorize you or your Associated Entity or nominee to act on my behalf in such manner as it may determine in its absolute discretion, including without limitation, exercising any voting rights in respect of Securities of which I am the beneficial owner but which are registered in the name of your Associated Entity or nominee and you and your Associated Entity or nominee shall not be liable, in the absence of gross negligence, fraud or willful default, for such action it may take. I will indemnify you and your Associated Entity or nominee against all costs, charges and expenses that may be incurred by them in respect of Securities held by it for safe-keeping on my behalf.

10. Remuneration

10.1 Commission

I will pay such commissions to you as you may notify me, as well as applicable levies imposed by the relevant Exchange and regulatory bodies, and all applicable stamp duties. You may deduct such commissions, other charges, levies and duties from the Account. You are authorized to solicit, accept and retain for your own benefit, without making disclosure to me, any rebate, brokerage, commission, fee, benefit, discount and/or other advantage from any person arising from any transaction effected by you.

10.2 Interest

All amounts due by me to you will be charged with interest at such rate(s) to be notified by you from time to time.

11. Indemnity and Exclusion of Liability

11.1 We hereby fully indemnify you, your directors, officers, employees, your Associated Entities and nominees and your Affiliates and keep all such persons indemnified against all claims, actions, liabilities, proceedings against any of such persons and bear any losses, costs, charges or expenses (including legal fees) (together "Losses") which they may suffer in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under or in connection with this Agreement save to the extent that such Losses arise directly as a result of your gross negligence, fraud, or willful default

11.2 You shall not be liable for any Losses suffered by me as a result of or in connection with my utilizing any of the services or in connection with this Agreement other than Losses arising directly as a result of any gross negligence, fraud, or willful default on your part, or that of your Associated Entities, nominees or your Affiliates. You shall in no event be liable for any loss of profit indirect, special or consequential damages of any kind or the default of your directors, officers, employees, Associated Entities, nominees or Affiliates or any person, firm or company through or with whom transactions are effected for the Account.

12. Set-off

12.1 In addition to any general lien or similar right to which you may be entitled at law, you may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Account or my account with any CMBI Group Member of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all my liabilities to you or any CMBI Group Member whether such liabilities be primary, collateral, several, joint or in other currencies. Insofar as any of the liabilities to you or any CMBI Group Member are contingent or future, your liability to me to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.

12.2 You may hold as security and subject to a general lien in your favour all or any of the money, Securities and other property held by you for the Account until I have fully paid any amount owed to you.

13. Suitability

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

14. Representations, Warranties and Undertaking

14.1 Representations

I hereby warrant and represent and undertake to you that:

- (a) I am entering into this Agreement as principal and are not trading on behalf of any other person unless you are notified otherwise in writing, in which case, I warrant that I am expressly authorized by my principal to effect all transactions pursuant to this Agreement and my principal will duly perform all the obligations and liabilities arising out of this Agreement, failing which I will be liable to you as if I were the principal in respect of such obligations and liabilities;
- (b) The information provided by me to you in the Client Information Sheet or otherwise from time to time is true, accurate and complete in all respects;
- (c) This Agreement constitutes a valid and legally binding agreement on me enforceable in accordance with its terms;
- (d) This Agreement and performance of my obligations contained herein do not and will not:
 - (i) Contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which I am subject; or
 - (ii) Conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which I am a party or subject or by which any of my property is bound;
- (e) Unless otherwise agreed by you, I am and will remain to be the beneficial owner of the Securities in the Account free from any lien, charge, equity or encumbrance save as created by this Agreement and will not charge, pledge or allow to subsist any charge or pledge over the Securities or monies in the Account or grant or purport to grant an option over any Securities or monies in the Account without your prior written consent; and
- (f) I am the person ultimately responsible for originating the Instruction in relation to each transaction in the Account and shall stand to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other person or entity has been disclosed to you in writing and the arrangement has been agreed by you).

14.2 Repeating Nature

The above representations and warrants shall be deemed to be repeated immediately before each Instruction is given or executed.

14.3 Instructions from Other Persons

Even if I have disclosed to you that I am trading on behalf of other person(s), you are not required to act on any instruction other than the Instructions. You will not be liable for refusing to act upon the instructions given by any persons who purport to be my principal or for acting upon the Instructions notwithstanding any notice that my authority to act on behalf of my principal has been revoked, withdrawn or varied.

14.4 Other Interests

I acknowledge that if you give any investment recommendation to me, you or any of your Affiliates may have an interest, relationship or arrangement which is material in respect of the Securities, transaction, arrangement or service concerned. In particular, you or your Affiliates may have interest or may owe duty to other persons which conflict with my interests or your duty owed to me.

15. Default

15.1 Consequences of Defaults

Upon the occurrence of any of the events referred to in Clause 15.2, you will be entitled at your absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to you, forthwith to :-

- (a) Sell or realize all or any part of the Securities or property held by you for the Account in such manner and upon such terms as you may conclusively decide to satisfy my obligations and indebtedness towards you, your Associated Entities and nominees out of the net sale proceeds (with fees, expenses and costs deducted) thereof;
- (b) Cancel any outstanding Instructions for the purchase or sale of Securities;
- (c) Exercise any of your rights under this Agreement.

15.2 Events of Defaults

The events referred to in Clause 15.1 are

- (a) Any breach of this Agreement by me; or
- (b) Any failure by me to pay monies of whatever nature when due under this Agreement; or
- (c) Our insolvency or liquidation, the filing of a petition in winding up or the commencement of any analogous proceedings against me; or
- (d) The levying of any attachment against any of the Account or my other property; or
- (e) Any dispute or proceedings amongst my directors or shareholders; or
- (f) Any other matter or event including any regulatory requirement which in your opinion renders termination necessary or

advisable in your interests.

15.3 Application of Monies

Any monies received by you will be applied in the following order of priority and any residue will be paid to me or to my order:-

- (a) Payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by you in transferring and selling all or any of my Securities or property;
- (b) Payment of interest accrued on the aggregate outstanding amount due and owing to you or your Associated Entities or nominees for the time being; and
- (c) Payment of all money and liabilities due or owing by me to you or your Associated Entities or nominees.

16. Confirmation

16.1 Provision of Confirmations

I agree that unless I object or otherwise notified you in writing, you will not be required to provide to me any contract notes, statements of account or receipts in accordance with the applicable laws and regulations. Nevertheless, if you provide the same to me, then all correspondence, notices, contract notes, certificates and statements will be sent to me at my last known address shown in your record, unless I expressly authorize you in writing to send to some other address.

16.2 Conclusiveness

Confirmations shall, in the absence of manifest error, be conclusive and binding on me, unless you receive from me objection in writing within three Business Days upon receipt by me

16.3 Title to Securities

Title to Securities purchased by me will pass only upon payment by me of the amount due in respect of such purchase.

17. Online Trading Service

17.1 Application for Use

I may at any time after you have notified me that your online trading service is offered to your clients apply to you to utilize your online trading service.

17.2 Giving of Instructions

You shall be entitled to refuse to accept my application to utilize your online trading service without giving any reason therefor. However, if you accept my application, I may give Instructions by electronic means in such manner as may be prescribed by you and you are authorized, but are not obliged, to accept and act upon Instructions given through your online trading service in connection with any Securities transactions or for transfer of funds to or from the Account, or any purpose in connection with this Agreement. Any Instructions given in connection with the Account, for this Agreement through use of the online trading service shall be deemed to be proper, valid and binding Instructions from me if given by any ONE person quoting or inputting the user name of the Account and the password assigned by you or otherwise selected by me and accepted by you for the purpose of the online trading service.

17.3 User Name and Password

I undertake to: a) keep and procure each Authorized Person to keep the user name and password in relation to the Account for the purpose of your online trading service secret; (b) inform you as soon as reasonably practicable if I know or suspect that, any unauthorized person knows such user name or password or that unauthorized transactions have been effected.

17.4 Property in Information

I acknowledge that the information made available to me through your online trading service may be provided by you or any other person. I acknowledge that such information is the property of the person providing the same and is protected by copyright or contractual restrictions on its use. I agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit such information without your prior written consent.

17.5 Accuracy of Information

Neither you nor any person supplying the information made available through your online trading service guarantees the timeliness, sequence, accuracy of completeness of the market data or any other market information or messages disseminated by any party. Neither you nor any disseminating party shall be liable in any way, and I agree to indemnify and hold harmless you and such disseminating party, for (a) any inaccuracy, error or delay in, or omission of (i) any such data information or message or (ii) the transmission or delivery of any such data, information or messages; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by you or any disseminating party or to any force majeure (i.e., flood, extraordinary weather conditions, earthquake, or other acts of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications or power failure or equipment or software malfunction) or any other cause beyond the reasonable control of yourself or any disseminating party. I shall use any real-time quotes made available by you only for my individual use and shall not furnish such data to any other person or entity.

17.6 Disclaimer

Neither you nor the information providers guarantee the accuracy, completeness, timeliness, reliability, content or correct sequencing of the information. I acknowledge that there may be delays, omissions, errors or inaccuracies in the provision of the information and that neither you nor any information provider warrants that the service will be uninterrupted or error-free. I agree that you and the information providers shall not have any liability, contingent or otherwise, for the accuracy, completeness, timeliness, reliability, content or correct sequencing of the information or for actions taken or decisions made by me in reliance upon the information or for any interruption of any data, information or access to the software, the site or the services. Should any information prove incorrect or defective, I (and not you or the information providers) will assume the entire responsibility for its use. Neither you nor any information provider shall be liable, and I agree to indemnify and hold you and the information providers in connection with the online trading service for:

- (a) Any losses or damages occurring from or occasioned by any such inaccuracy, error or delay in or omission of information or the transmission of, delivery of, or content of information; or
- (b) Interruption in any information, due either to any act or omission (negligent or otherwise) by you or an information provider, or to any force majeure or any other cause beyond the reasonable control of yourself or an information provider.

17.7 Risks

I expressly agree that my use of the trading interface, CMBI Website and the online trading service is at my sole risk. The trading interface, the information and all aspects of the online trading service (including, but not limited to, order execution) are provided on an 'as is' basis, without warranty of any kind, express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. No oral advice or written information given by you, your Affiliates, or any information providers shall create a warranty; or shall I rely on any such information or advice.

17.8 Interruption, etc.

I acknowledge that transactions over the Internet 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.

18. Client Identity Rule

18.1 Response to Enquiries from Regulators

Where you have received an enquiry from SEHK and/or the Securities and Futures Commission of Hong Kong (collectively the "Hong Kong regulators") or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Hong Kong regulators, and I have notified you in writing that I am trading on behalf of other person, I shall, upon your request (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the dealing was undertaken and (so far as known to me) of the person with the ultimate beneficial interest in the relevant dealing. I shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary who originated the dealing). You may also comply with such requests directly without reference to me if you are in possession of the relevant information.

18.2 Dealing for Collective Investment Schemes

If I effected the dealing for a collective investment scheme, discretionary account or discretionary trust, I shall upon your request (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators 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 to effect the dealing.

If I effected the dealing for a collective investment scheme, discretionary account or discretionary trust, I shall as soon as practicable, inform you when my discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where my investment discretion has been overridden, I shall, immediately upon your request (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the Instruction in relation to the dealing.

18.3 Intermediaries

If I am aware that my client is acting as intermediary for its underlying client(s), and I do not know the identity, address, occupation and contact details of the underlying client for whom the dealing was effected, I confirm that:-

- (a) I have arrangements in place with my client which entitle me to obtain such information from my client immediately upon request or procure that it be so obtained; and
- (b) I will, upon your request in relation to any dealing, promptly request such information from my client on whose Instructions the dealing was effected, and provide the information to the Hong Kong regulators as soon as received from my client or procure that it be so provided.

18.4 The terms contained in this Clause 18 shall continue in effect notwithstanding the termination of this Agreement.

18.5 I confirm that I am not subject to any law which prohibits the performance by me of the undertaking contained in this Clause 18 or, where I am subject to such law, that I or my clients, as may be the case, have waived the benefit of such law

or consented in writing to the performance by me of such undertaking.

19 Termination

19.1 Termination by Notice

This Agreement may be terminated by either party by giving not less than two Business Days' (other than a Saturday) prior written notice to the other party. Notwithstanding the aforesaid, you may terminate this Agreement immediately upon the happening of any of the events referred to in Clause 15.2. Termination of this Agreement shall not affect any Instruction executed by you or prejudice or affect any right, powers, duties and obligations of either party accrued prior to the termination.

19.2 Payment on Termination

Upon termination of this Agreement, I will immediately repay to you any amounts due or owing to you.

20 Notice

20.1 Any notice or other communication to be given or made pursuant to this Agreement by you to me may be made by personal delivery, prepaid post (airmail of overseas), electronic means or facsimile and shall be deemed to have been duly served:-

- (a) If delivery personally or by electronic means, at the time of delivery;
- (b) If sent by prepaid post, 48 hours of (if by airmail) 96 hours after posting; and
- (c) If sent by facsimile, at the time of sending.

Any such notice or communication shall be sent to me at the address, facsimile number or e-mail address last known to you.

20.2 Any notice or communication made or given by me will be effective only upon actual receipt by you.

20.3 I agree that you may send any notice, contract notes, confirmations, periodic statements and communication to me in electronic form.

21 General Provisions

21.1 Time of the essence

Time shall in every respect be of the essence under this Agreement.

21.2 Invalidity

If anyone or more of the provisions contained in this Agreement shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

21.3 Assignment

- (a) This agreement shall benefit and be binding on you and me, their respective successors and subject to this Clause 21.3, any permitted assignee or transferee of some or all of your rights or obligations under this Agreement.
- (b) I may not assign or transfer all or any of my rights or obligations under this Agreement.
- (c) You may assign or transfer all or part of your rights, benefits and obligations hereunder to such person(s) and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with you in relation to this Agreement such information about me as you may at your absolute discretion think fit.

21.4 Non-Waiver

Failure or delay in exercising any rights, power or privilege by you in respect of this Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude you from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.

21.5 Joint and Several Liabilities

If I consist of more than one person, then the liabilities of each such person hereunder shall be joint and several. Any notice, payment or delivery by you to either or any one of the joint account holders shall be a full and sufficient discharge of your obligations to notify, pay or deliver under this Agreement.

21.6 Material Change

Either party will notify the other in the event of any material change to the information contained in this Agreement or provided to the other party pursuant to this Agreement.

21.7 Disclaimer of Liabilities

Neither you, your Associated Entities or nominees nor your Affiliates shall be liable for any delay or failure to perform obligations and any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, your Associated Entities and nominee and your Affiliates shall not be held responsible for any consequences resulting whether

directly or indirectly from any events not within their control including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party' s conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond their control whatsoever.

21.8 Disposal of Securities

I agree that you may dispose of or initiate a disposal of the Securities in the Account for the purpose of setting any liability owed by me to you or any of your Associated Entities.

21.9 Language

The Agreement is written in an English version and a Chinese version. Both versions are equally authentic and have equal weight. In the event of any conflict between the two versions, the English version shall take precedence.

22 Amendment

You shall have absolute rights to amend, delete or substitute any of the terms herein or add new terms to this Agreement. An amendment notice and the revised Agreement will be posted at the Download Forms column of CMBI Website. I should visit the CMBI Website from time to time for obtaining the latest Agreement and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of this Agreement) on the date of publication of such amendment notice. I may raise written objection within fourteen (14) Business Days after the publication of such amendment notice at the CMBI Website, failing which it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

23 Governing Law and Applicable Regulations

23.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People' s Republic of China ("Hong Kong SAR").

23.2 Jurisdiction

I hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR in the event of any dispute arising out of this Agreement. Such submission shall not prejudice your right to commence action against me in any other court of competent jurisdiction.

23.3 Customs

Securities transactions effected by you on my behalf are subject to the laws, regulations, constitution, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, Exchange, clearing house or jurisdiction as amended from time to time.

23.4 Rules of SEHK

In respect of Securities transactions on SEHK:

- (a) The rules and regulations of the SEHK and the Hong Kong Securities Clearing Company Limited ("HKSCC"), in particular those rules which relate to trading and settlement, shall be binding on both me and you and the rules and regulations of the SEHK and the HKSCC will prevail in the event of any conflict between the said rules and regulations and the terms and conditions hereof;
- (b) Every Securities transaction executed on the SEHK will be subject to a transaction charge, the cost of which shall be borne by me;
- (c) Every Securities transaction executed on the SEHK will be subject to other levies the SEHK may impose from time to time; and
- (d) In the event of your default which results in my having incurred a loss as a result thereof, the liability of the Compensation Fund established under the Securities and Futures Ordinance of the Laws of the Hong Kong SAR will be restricted to the extent provided for therein.

23.5 Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "Code")

This Agreement shall be subject to the Code. In the event of any conflict between the Code and the terms and conditions hereof, the Code shall prevail

專業投資者業務條款

*客戶應細閱並留為紀錄

致：招銀國際證券有限公司
香港中環花園道3號
冠君大廈45樓

(《證券及期貨條例》下的持牌人，CE編號：AUZ441)，是根據《證券及期貨條例》(第571章)獲發牌進行第1類(證券交易)及第4類(就證券提供意見)受規管活動的持牌法團及聯交所之交易所參與者。

本人/吾等是招銀國際證券有限公司的客戶，本人/吾等謹此同意，以下條款及條件適用於貴公司絕對酌情決定不時向本人/吾等提供的所有證券交易及相關服務。

1 定義及釋義

1.1 在本專業投資者業務條款(「本條款」)中，以下字詞及用語具有以下涵義：

- 「帳戶」指以本人/吾等的名義在貴公司開立及維持，在貴公司的簿冊中記錄本人/吾等的證券交易及本人/吾等的客戶款項變動的任何帳戶；
- 「聯繫人」就任何一方而言，指直接或間接由該方控制、受其控制或受其與他人共同控制的個人、法團、合夥或任何其他形式的實體，或該實體的任何董事、高級人員、僱員或代理人；
- 「本協議」指本人/吾等與貴公司就開立、維持及操作帳戶而訂立並經不時修訂的書面協議，包括但不限於客戶資料表、本條款及本人/吾等就帳戶向貴公司提供的任何授權書；
- 「有聯繫實體」具有《證券及期貨條例》賦予的相同涵義；
- 「獲授權人」指獲本人/吾等依照必要的法團或其他行為指定或妥為授權，就本協議代本人/吾等行事的個人(須向貴公司提供貴公司接納的適當檔加以證明)；
- 「營業日」指交易所開市進行買賣的任何日子，但星期六、星期日、公眾假期和交易所宣佈為非營業日的任何其他日子除外；
- 「客戶資料表」指本人/吾等為開立帳戶而填妥或應填妥的客戶資料表/聲明；
- 「招銀國際集團」指貴公司、貴公司的附屬公司、最終控股公司、控股公司，及同屬該控股公司的同系附屬公司，包括但不限於招銀國際融資有限公司、招銀國際期貨有限公司、招銀國際資產管理有限公司、招銀國際證券有限公司，而「招銀國際集團成員」指上述每間或任何一間公司；
- 「招銀國際網站」指 www.cmbi.com.hk 及貴公司不時增設並通知本人/吾等的其他網站；
- 「交易所」指聯交所或其他證券交易所或市場或場外交易市場；
- 「指示」指貴公司真誠相信是由本人/吾等或一名獲授權人發出的書面、口頭或(經貴公司同意)電子通訊；
- 「專業投資者」具有《證券及期貨條例》附表1第1部第1條及香港法例第571D章《證券及期貨(專業投資者)規則》第3條賦予的相同涵義；
- 「證券」具有《證券及期貨條例》賦予的相同涵義；
- 「《證券及期貨條例》」指香港法例第571章《證券及期貨條例》；
- 「聯交所」指香港聯合交易所有限公司。

2 帳戶

2.1 開立帳戶

本人/吾等須開立及維持帳戶，以記錄本人/吾等根據本協議進行的證券交易及本人/吾等的客戶款項的變動。

2.2 證券過戶

在轉移證券至帳戶時，本人/吾等須自行承擔費用及開支，以安排及指示出讓方將證券轉移到貴公司。在貴公司收到證券後，證券才會存入帳戶。

3 指示

3.1 授權

貴公司謹此獲授權按照指示為帳戶買入及出售證券，及以其他方式處理在或為帳戶持有的證券、應收帳項或款項。然而，貴公司有權酌情決定拒絕接受任何指示(但不得無理地行使此酌情權)，而無須就因此引起的任何損失對本人/吾等負責。

3.2 指示

貴公司獲授權(但非必須)接受及倚賴透過電話或其他方式發出，關於任何證券交易、將資金轉入或轉出帳戶或為了關於本協議的任何目的而發出的指示行事。本人/吾等就帳戶或本協議發出的任何指示，只要是經任何一人提供貴公司要求的帳戶資料而發出，則須被視為本人/吾等發出的妥當、有效及具約束力的指示。

3.3 執行代理人

貴公司將擔任本人/吾等的指示的執行代理人。

3.4 透過聯繫人執行

貴公司可按貴公司絕對地決定的方式，透過任何聯繫人、任何交易所或結算所參與者或有關市場的經紀執行本人/吾等的證券交易。

3.5 賣空

本人/吾等承諾，本人/吾等在指示貴公司代本人/吾等執行賣空時，將會通知貴公司。就本協議而言，賣空是指本人/吾等向貴公司發出要求出售本人/吾等並不擁有的證券的指示，包括要求出售本人/吾等借入的證券的指示。此項承諾在本人/吾等每次向貴公司發出買賣指示時均重複一次。

3.6 產品的規格

若貴公司向本人/吾等提供有關衍生產品(包括期權)的服務，貴公司應按照本人/吾等的要求向本人/吾等提供有關該產品的規格或章程或其他要約文件，及(如適用及作為第6條的補充)詳細解釋收取保證金的程式及在什麼情況下貴公司可無需本人

/ 吾等同意而將本人 / 吾等的持倉出售或平倉。

4 執行指示

4.1 次序

貴公司可決定執行指示的次序，或以適當顧及市場慣例、適用規例及對所有顧客公平的其他方式執行指示。

4.2 延誤

對於通訊設施停頓或失效或貴公司控制範圍以外的其他延誤或故障，以致延遲或未能傳送指示，貴公司無須負責。

4.3 取消及修訂

取消或修訂指示的要求，只可在指示被執行之前提出，並須得到貴公司接納（貴公司須有合理原因方可拒絕接納上述要求）。除非貴公司已接受取消或修訂指示，否則該指示在獲貴公司接納的交易日當日（若指示涉及香港以外的交易所，而貴公司接納指示當日並非有關交易所的交易日，則為其後首個該交易所的交易日）有效，若於該交易日完結前未獲執行，即告失效（但貴公司另行同意除外）。

4.4 錄音

貴公司可將本人 / 吾等與獲授權人的對話錄音。

5 交收

5.1 付款

若貴公司代本人 / 吾等執行了買入或出售交易，本人 / 吾等將於貴公司或有關交易所或結算所規定的到期交收日之前，向貴公司支付已結清的資金或以可交付的形式交付證券。

5.2 交收失敗

本人 / 吾等會就任何交收失敗的任何損失、損害、索求、費用、收費及開支向貴公司作出彌償保證及保持貴公司獲得彌償保證。

5.3 貨幣兌換

貴公司根據本協議進行的任何交易、交收、行動或步驟所涉及的一切貨幣兌換風險，將由本人 / 吾等承擔。

6 保證金

6.1 本人 / 吾等同意以現金、證券或按貴公司決定的形式及 / 或金額，在貴公司認為本人 / 吾等應繳保證金（如保證金客戶協議書中的定義）的時間內，或在貴公司應就該保證金或根據本協議條款代本人 / 吾等（或與本人 / 吾等）進行證券交易的任何其他相關付款（視所屬情況而定）代本人 / 吾等付款的時間內，維持該保證金及在被要求的情況下追加保證金。

6.2 任何保證金的支付時間均為要素，若貴公司提出付款要求時並無規定時間，本人 / 吾等則應於該要求提出之時起計兩小時內（或貴公司規定的更早時間）執行該要求。本人 / 吾等亦同意於貴公司要求時，立即全額支付其就貴公司任何帳戶結欠之任何金額。就保證金及其他目的而支付的首筆及隨後按金和付款，均須為已過數的資金，並且是貴公司絕對酌情規定的貨幣及金額。

6.3 為免疑問，本人 / 吾等如未能在貴公司規定的時間或其他指定時間前，支付貴公司要求的追加保證金或本協議下任何其他應付帳項，貴公司即有權（並且無損其他權利）終止帳戶及 / 或將帳戶內任何倉位平倉（視所屬情況而定）而不必通知本人 / 吾等及 / 或獲得本人 / 吾等同意，並有權出售為本人 / 吾等或代本人 / 吾等持有的任何或全部證券，用所得款項及任何現金按金支付本人 / 吾等結欠貴公司的未償還餘額，任何餘下的款項將退還本人 / 吾等。

6.4 貴公司有權絕對酌情不時修改保證金要求。本人 / 吾等將獲得的財務通融，最高為本人 / 吾等在貴公司的抵押品市值的若干百分比，該百分比將不時協定。過往的保證金要求並不構成先例，而修改後的保證金要求一經確定，應適用於現有持倉以及受該修改影響的合約下的新持倉。

6.5 儘管第 6.1 及 6.2 條有所規定，但若貴公司單獨認為，按照第 6.1 條要求追加保證金乃不可行，包括但不限於由下列事情的變化或涉及下列事情潛在變化的發展而導致不可行：

6.5.1 本地、國家或國際的貨幣、金融、經濟或政治環境狀況或外匯管制措施，而已導致或貴公司認為很可能導致香港及 / 或海外證券市場、貨幣市場、商品或期貨市場有重大或不利的波動；或

6.5.2 是或可能對本人 / 吾等的狀況或運作有嚴重不利的影響，

貴公司則應被視作已按照貴公司決定的方式及 / 或金額提出追加保證金，而該等保證金即時到期，本人 / 吾等須即時繳付。

6.6 本協議的規定一概不得解釋為剝奪或影響貴公司根據第 8 條就任何銀行帳戶內持有的任何款項或就該銀行帳戶收到或獲支付的任何款項可擁有的任何合法索償權、留置權或其他權利及補救方法。

6.7 為免疑問，若本人 / 吾等的任何帳戶出現借方結餘，貴公司無責任而且不應被視為有責任提供或繼續提供任何財務通融。特別是（但不限於此），即使貴公司允許任何帳戶出現借方結餘，亦不表示貴公司在任何隨後的情況下有任何責任提供墊款或代本人 / 吾等承擔任何債務，但貴公司允許出現之任何借方結餘的本人 / 吾等責任則不受影響。

6.8 雙方同意，任何存入貴公司或以其他方式由或代表本人 / 吾等提供予貴公司的證券，均為向貴公司提供之證券抵押品。

7 帳戶內之證券

7.1 對於本人 / 吾等存放在貴公司或貴公司代本人 / 吾等購入或取得並由貴公司保管之所有證券，本人 / 吾等謹此授權貴公司以貴公司的一個有聯繫實體或本人 / 吾等之名義登記此等證券，或將此等證券存放在一個獨立帳戶保管，而該帳戶是指定為信託帳戶或本人 / 吾等帳戶，並由貴公司或貴公司的一個有聯繫實體在認可財務機構、核准保管人或另一獲發牌進行證券交易的仲介人在香港開立及維持的。

7.2 就本人 / 吾等存放在貴公司或由或代表本人 / 吾等以其他方式提供予貴公司的所有證券抵押品，本人 / 吾等特別授權貴公司將此等證券抵押品：

7.2.1 存放在一個獨立帳戶保管，而該帳戶是指定為信託帳戶或本人 / 吾等帳戶，並由貴公司或有聯繫實體在認可財務機構、核准保管人或另一獲發牌進行證券交易的仲介人，為持有貴公司的證券抵押品而在香港開立及維持的；

7.2.2 存放於以貴公司或有聯繫實體（視所屬情況而定）的名義在認可財務機構、核准保管人或另一獲發牌進行證券交易的仲介人開立的帳戶；或

7.2.3 以本人 / 吾等（該等證券抵押品是代該本人 / 吾等收取的）、貴公司或有聯繫實體之名義登記。

7.3 本人 / 吾等必須單獨承擔根據第 7.1 及 7.2 條將任何證券及證券抵押品交託貴公司、貴公司的任何有聯繫實體、銀行、機構、

託管人或仲介人持有之風險。貴公司和有關有聯繫實體、銀行、機構、託管人或仲介人均無責任就任何風險替 本人 / 吾等購買保險。購買保險全屬本人 / 吾等之責任。

- 7.4 倘若存放於貴公司但不以本人 / 吾等名義登記之證券產生任何股息、分派或利益，貴公司須按其代本人 / 吾等所持證券佔此等證券總數或總額之比例，將該等利益撥入帳戶（或按協定付款給本人 / 吾等）。
- 7.5 倘若貴公司就任何存放於貴公司但不以本人 / 吾等名義登記之證券蒙受損失，貴公司須按其代本人 / 吾等所持證券佔此等證券總數或總額之比例，在帳戶扣減損失（或按協定由本人 / 吾等付款給貴公司）。
- 7.6 根據《客戶證券規則》第 6(3) 條，貴公司獲授權為履行由本人 / 吾等或代本人 / 吾等對貴公司、有聯繫實體或其他協力廠商負有的任何法律責任，而處置或促使貴公司的有聯繫實體處置本人 / 吾等的任何證券或證券抵押品（而且貴公司有絕對酌情權決定處置本人 / 吾等的哪些證券或證券抵押品）。
- 7.7 除第 7.8 條的規定外，貴公司在未經本人 / 吾等根據《客戶證券規則》作出口頭或書面指示或常設授權前，不得為任何目的將本人 / 吾等的任何證券或證券抵押品存放、移轉、借出、質押、再質押或以其他方式處理。
- 7.8 貴公司交付、保管或以本人 / 吾等名義登記其代本人 / 吾等購入或取得之證券的責任，只要貴公司將跟原先存放於或轉讓予本公司或貴公司代本人 / 吾等取得之證券具有同等級、面值、面額和享有同等權益之證券交付、持有或以本人 / 吾等名義或本人 / 吾等之代名人名義登記，貴公司即已履行前述之責任（但受當時可能進行的資本重組規限），貴公司不須交付或歸還在數量、級別、面價、面額和附帶權益方面跟該等證券完全一樣的證券。

8 帳戶內之款項及利息

- 8.1 貴公司有權將帳戶內持有的所有款項及為或代本人 / 吾等收取的所有款項，存入一個或多個在香港的獨立帳戶，而每個該等帳戶須指定為信託帳戶或本人 / 吾等帳戶，並開設於一間或多間認可財務機構或證監會就《客戶款項規則》第 4 條核准的任何其他人士。除非本人 / 吾等與貴公司另有協定，否則該等款項產生之任何利息必須絕對歸貴公司所有。
- 8.2 除另有指明外，本人 / 吾等承諾按貴公司不時規定的利率，就帳戶內任何時間的任何借方結餘或結欠貴公司之任何款項，向貴公司支付複合利息。倘若貴公司未有規定此利率，則按香港上海滙豐銀行有限公司不時報出的最優惠貸款利率加年息百分之三計息。此利息每日計算，並且必須於每個曆月最後一日或於貴公司催收時支付。

9 保管證券

9.1 保管

貴公司可酌情決定，由本人 / 吾等承擔風險及費用，將貴公司為保管而持有的任何證券：

- 9.1.1（如屬可登記證券）以本人 / 吾等的名義登記，或以貴公司的有聯繫實體或代名人的名義登記；或
- 9.1.2 存入在貴公司的銀行或香港證券及期貨事務監察委員會滿意的任何其他提供保管檔設施的機構開立的指定戶口，予以保管。

9.2 股息

若證券並非以本人 / 吾等的名義登記，貴公司在收到該等證券產生的任何股息或其他利益時，須按照與貴公司的約定，將該等股息或利益存入帳戶或支付或轉讓予本人 / 吾等。若該等證券是為貴公司客人持有的更多相同證券的一部分，本人 / 吾等有權按照本人 / 吾等的份額在總持股中所佔比例，獲得持股產生的利益（以貴公司合理決定的方式上調或下調至整數）。

9.3 證券虧損

貴公司如因存放於貴公司但並非以本人 / 吾等名義登記的任何股份蒙受任何損失，貴公司可在帳戶扣除（或按照約定由本人 / 吾等支付）相等於代本人 / 吾等持有的證券在有關證券總數或總額中所佔比例的損失（以貴公司合理決定的方式上調或下調至整數）。在貴公司沒有詐騙或蓄意違責的情況下，貴公司無須負責上述任何損失。

9.4 匯集證券

貴公司可絕對酌情決定將存放於貴公司的任何證券，視為可互換並與貴公司的客戶持有的其他類似證券匯集，或特別將之分配到帳戶。本人 / 吾等僅有權獲歸還並須接收與原本存入證券屬相同公司、類別及面額的證券（若類別或面額有任何改變，則同等類別或面額的證券）。

9.5 催收

本人 / 吾等須妥為及從速支付不時就帳戶內任何證券的任何未付款項催收的所有款項，並妥為及從速支付本人 / 吾等 在法律上須就不時在帳戶內的任何證券支付的任何其他款項。若本人 / 吾等違約，貴公司可以（但非必須）代本人 / 吾等作出該等付款，而本人 / 吾等須應要求償還貴公司如此支付的任何款項，連同貴公司因此招致的任何費用或開支。

9.6 託管條款

若證券是以貴公司的有聯繫實體或代名人的名義登記，證券將按照該有聯繫實體或代名人不時生效的標準條款及條件持有。貴公司或貴公司的有聯繫實體或代名人無責任將任何通知、代表委託書或其他關於證券的文件或通訊轉交本人 / 吾等。然而，若貴公司或貴公司的有聯繫實體或代名人認為須就證券採取任何行動，但無法聯絡到本人 / 吾等，或本人 / 吾等未能就該等行動給予貴公司適時或充分的指示，本人 / 吾等謹此授權貴公司或貴公司的有聯繫實體或代名人按其絕對酌情決定的方式代本人 / 吾等行事，包括但不限於：就本人 / 吾等為實益擁有人但以貴公司的有聯繫實體或代名人名義登記的證券行使任何表決權利，而貴公司及貴公司的有聯繫實體或代名人在並無嚴重疏忽、詐騙或蓄意違責的情況下，無須就其採取的上述行動負責。本人 / 吾等會就貴公司及貴公司的有聯繫實體或代名人為了代本人 / 吾等保管而持有證券所招致的一切費用、收費及開支，向貴公司及貴公司的有聯繫實體或代名人作出彌償保證。

10 報酬

10.1 佣金

本人 / 吾等會向貴公司支付貴公司通知本人 / 吾等的佣金、有關交易所及監管機構徵收的款項，及所有適用的印花稅。貴公司可在帳戶扣除上述佣金、其他收費、徵費及徵稅。貴公司獲授權為貴公司本身的利益，就貴公司執行的任何交易向任何人士索取、接受及保留任何回傭、經紀佣金、佣金、費用、利益、折扣及 / 或其他好處，而無須向本人 / 吾等披露。

10.2 利息

本人 / 吾等結欠貴公司的所有款項，均須按照貴公司不時通知的利率計息。

11 彌償保證及除外責任

- 11.1 本人 / 吾等謹此向貴公司、貴公司的董事、高級人員、僱員、有聯繫實體及代名人及聯繫人，就針對上述任何人士的所有申索、訴訟、責任、法律程式作出十足彌償保證及保持上述人士獲得彌償保證，並承擔該等人士在執行責任或服務或行使根據或關於本協議的權利、權力或酌情權時蒙受的任何損失、費用、收費或開支（包括法律費用）（統稱「損失」），但不包括直接由於貴公司嚴重疏忽、詐騙或蓄意違責引起的損失。
- 11.2 貴公司無須負責由於或關於本人 / 吾等使用任何服務或與本協議有關而導致本人 / 吾等蒙受的任何損失，但不包括直接由於貴公司及貴公司的有聯繫實體及代名人及聯繫人的嚴重疏忽、詐騙或蓄意違責導致的損失。貴公司無論如何無須負責任何種類的任何利潤損失、間接、特別或相應而生的損害賠償，或貴公司的董事、高級人員、僱員、有聯繫實體、代名人或聯繫人，或為帳戶執行交易時所透過的任何人士、商號或公司的違責情況。

12 抵銷

- 12.1 除貴公司在法律上可享有的任何一般留置權或類似權利外，貴公司可隨時在無須事先通知的情況下，將帳戶或本人 / 吾等在任任何招銀國際集團成員單獨或與他人聯名持有的任何名稱及任何貨幣的帳戶內的貸項款項，抵銷或轉移以解除本人 / 吾等欠下貴公司或任何招銀國際集團成員的所有債務，不論該等債務是基本、附屬、各別、共同或是其他貨幣的債務。若欠下貴公司或任何招銀國際集團成員的任何債務是或然或未來的債務，貴公司向本人 / 吾等支付任何該等帳戶的貸項款項的責任，在承擔該款項所需的範圍內將被凍結，直至發生意外事項或未來事件為止。
- 12.2 貴公司可以為貴公司的利益，將貴公司為帳戶持有的所有或任何款項、證券及其他財產持有為抵押及設立一般留置權，直至本人 / 吾等已全數支付結欠貴公司的任何金額為止。

13 合適性

假如我們向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的檔及我們可能要求閣下作出的聲明概不會減損本條款的效力。

14 陳述、保證及承諾

14.1 陳述

本人 / 吾等謹此向貴公司保證、陳述及承諾：

- 14.1.1 本人 / 吾等以主事人身分訂立本協議，而非代任何其他人士交易，但貴公司獲另行事面通知除外，在此情況下，本人 / 吾等保證，本人 / 吾等獲本人 / 吾等的主事人明文授權根據本協議執行所有交易，及本人 / 吾等的主事人將會妥為履行所有因本協議而起的義務及責任，否則本人 / 吾等將向貴公司負責，猶如本人 / 吾等是該等義務及責任的主事人一樣；
- 14.1.2 本人 / 吾等在客戶資料表或不時以其他方式向貴公司提供的資料，在所有方面均為真實、準確及完整；
- 14.1.3 本協議構成有效及在法律上對本人 / 吾等具約束力的協議，可根據其條款強制執行；
- 14.1.4 本協議及履行本人 / 吾等在本協議的責任，並不亦不會：
- 14.1.4.1 違反任何現有的適用法律、法規、條例、規則或規例，或規限本人 / 吾等的任何裁決、法令或許可；或
- 14.1.4.2 對於本人 / 吾等為訂約一方、規限本人 / 吾等或對本人 / 吾等任何財產具約束力的任何協議或其他文書，有所抵觸或導致違反其條款或構成任何違責；
- 14.1.5 除非貴公司另行同意，否則本人 / 吾等是及將一直是帳戶內的證券的實益擁有人，不附帶任何留置權、抵押、股東權益或產權負擔（本協議設立者除外），而且未經貴公司事先書面同意，不會將帳戶中的證券或款項抵押、質押或容許有任何抵押或質押，或就帳戶中的證券或款項授予或聲稱授予期權；及
- 14.1.6 本人 / 吾等是最終負責就帳戶每項交易發出指示的人，將會賺取該等交易的商業或經濟利益及 / 或承擔其商業或經濟風險（但已向貴公司書面披露的其他人士或實體，而貴公司已同意有關安排除外）。

14.2 具有重復性質

上述陳述及保證須被視為在緊接每項指示發出或執行之前重復一次。

14.3 其他人士的指示

即使本人 / 吾等已向貴公司披露本人 / 吾等是代其他人士買賣，但貴公司無須按照本人 / 吾等的指示以外的任何指示行事。即使貴公司拒絕按照任何聲稱是本人 / 吾等的主事人的人士發出的指示行事，或貴公司在本人 / 吾等代本人 / 吾等的主事人行事的授權已被撤銷、撤回或更改之後仍然按照指示行事，但貴公司亦無須負責。

14.4 其他利益

本人 / 吾等承認，若貴公司向本人 / 吾等提供任何投資建議，貴公司或貴公司任何聯繫人可能在有關的證券、交易、安排或服務中有利益、關係或安排。貴公司或貴公司的聯繫人的利益或對其他人士負有的責任，更可能與本人 / 吾等的利益或貴公司對本人 / 吾等負有的責任抵觸。

15 違責

15.1 違責的後果

在發生第 14.2 條所述的任何事件時，貴公司有權自行絕對酌情決定，在無須發出通知或要求及不損害貴公司可享的任何其他權利或補救措施的情況下，立即：

- 15.1.1 以貴公司不可推翻地決定的方式及條款，出售或變現貴公司為帳戶持有的所有或任何部分的證券或財產，以出售所得淨額（扣除費用、開支及成本後）清償本人 / 吾等結欠貴公司、貴公司的有連繫實體及代名人的債務及債項；
- 15.1.2 取消任何尚未執行的買入或出售證券的指示；
- 15.1.3 行使貴公司在本協議下的任何權利。

15.2 違責事件

第 14.1 條所述的事件是：

- 15.2.1 本人 / 吾等違反本協議；或
- 15.2.2 在任何性質的款項根據本協議到期之時，本人 / 吾等未能支付；或
- 15.2.3 本人 / 吾等無力償債或清盤，或已有人提交要求本人 / 吾等清盤的呈請書，或已對本人 / 吾等展開任何類似法律程式；或
- 15.2.4 任何帳戶或本人 / 吾等的其他財產被扣押；或
- 15.2.5 吾等的董事或股東之間有任何爭議或進行法律程式；或
- 15.2.6 任何其他事情或事件，包括令貴公司認為為貴公司的利益終止本協議屬必要或適宜的任何監管規定。

15.3 款項的運用

貴公司收到的任何款項將按照以下次序運用，如有任何餘款，將支付予本人 / 吾等或按本人 / 吾等的指示支付：

- 15.3.1 支付貴公司在轉移及出售本人 / 吾等的所有或任何證券或財產時，正當招致的所有費用、收費、法律費用及開支，包括印花稅、傭金及經紀傭金；
- 15.3.2 支付當時結欠及欠下貴公司或貴公司的有聯繫實體或代名人的未償還總金額的利息；及
- 15.3.3 支付本人 / 吾等結欠及欠下貴公司或貴公司的有聯繫實體或代名人的所有款項及債務。

16 確認書

16.1 提供確認書

本人 / 吾等同意，除非本人 / 吾等提出書面反對或另行通知貴公司，否則貴公司無須根據適用法例及規例向本人 / 吾等提供任何成交單據、帳戶結單或收據。但如果貴公司向本人 / 吾等提供，則所有往來書信、通知、成交單據、證明書及結單將發送到本人 / 吾等在貴公司紀錄中的最後已知地址，但本人 / 吾等以書面形式明確授權貴公司發送到其他地址除外。

16.2 不可推翻

除非貴公司在本人 / 吾等收到確認書後三個營業日內，收到本人 / 吾等的書面反對，否則確認書只要沒有明顯錯誤，即屬不可推翻及對本人 / 吾等具約束力。

16.3 證券的所有權

本人 / 吾等購買的證券的所有權，僅於本人 / 吾等支付購買價款後才移交。

17 網上交易服務

17.1 申請使用

在貴公司通知本人 / 吾等，表示貴公司向客戶提供網上交易服務後，本人 / 吾等可隨時向貴公司申請使用貴公司的網上交易服務。

17.2 發出指示

貴公司有權拒絕接受本人 / 吾等申請使用貴公司的網上交易服務，而無須說明任何理由。然而，若貴公司接受本人 / 吾等的申請，本人 / 吾等可透過電子方式及以貴公司指明的方式發出指示，而貴公司獲授權（但非必須）接受及按照透過網上交易服務發出，而與任何證券交易、將資金轉入或轉出帳戶或任何關於本協議的目的有關的指示行事。任何透過使用網上交易服務就帳戶或為本協議發出的指示，只要由本人 / 吾等任何一人提供或輸入帳戶的用戶名稱，及貴公司編配或本人 / 吾等選擇而貴公司就網上交易服務接納的密碼，即被視為是本人 / 吾等發出的妥當、有效及具約束力指示。

17.3 用戶名稱及密碼

本人 / 吾等承諾：

- 17.3.1 將貴公司網上交易服務的帳戶用戶名稱及密碼保密及促使各獲授權人將之保密；
- 17.3.2 若本人 / 吾等知道或懷疑有任何未經授權人士知道上述用戶名稱或密碼或曾進行未經授權交易，本人 / 吾等將於合理可行的情況下盡快通知貴公司。

17.4 資料的產權

本人 / 吾等承認，透過貴公司網上交易服務提供予本人 / 吾等的資料，可能是由貴公司或任何其他人士提供的。本人 / 吾等確認，該等資料是提供者的財產，其用途受版權或合約限制保護。本人 / 吾等同意，未經貴公司事先書面同意，不會複製、轉傳、散佈、出售、分發、刊發、廣播、傳閱該等資料或將該等資料用作商業用途。

17.5 資料的準確性

貴公司或透過貴公司網上交易服務提供資料的任何人士，概不保證市場數據或任何人士散佈的任何其他市場資料或訊息是否合時、順序、準確或完整。貴公司或任何散佈者概不就以下事情承擔任何責任，而本人 / 吾等同意就以下事情向貴公司及散佈者作出彌償保證及使之獲得彌償保證：(a) (i) 上述任何數據、資料或訊息或 (ii) 上述任何數據、資料或訊息的轉送或交付，有任何不準確、錯誤、延遲或遺漏；或 (b) (i) 上述任何不準確、錯誤、延遲或遺漏，(ii) 不履約，或 (iii) 上述任何數據、資料或訊息受幹擾，所引起或造成的任何損失或損害，不論是由於貴公司或任何散佈者的任何疏忽行為或不作為，或由於任何不可抗力（例如水災、不尋常天氣狀況、地震、其他天災、火災、戰爭、暴動、騷動、勞資糾紛、意外、政府行為、通訊或電力故障、設備或軟件失靈），或貴公司或任何散佈者合理控制範圍以外的任何其他原因。本人 / 吾等僅應使用貴公司提供的任何實時報價作本人 / 吾等的個人用途，不得將該等數據提供予任何其他人士或實體。

17.6 免責聲明

貴公司及資料提供者概不保證資料的準確性、完整性、合時性、可靠性、內容或次序正確。本人 / 吾等承認，資料提供時可能有延誤、遺漏、錯誤或不準確，而貴公司及任何資料提供者概不保證服務不會中斷或毫無錯誤。本人 / 吾等同意，貴公司及資料提供者概不就資料的準確性、完整性、合時性、可靠性、內容或次序正確，或本人 / 吾等倚賴資料採取的行動或作出的決定，或任何數據、資料或存取軟件、網站或服務中斷，而承擔或然或其他責任。若任何資料經證實為不正確或有缺陷，本人 / 吾等（而非貴公司或資料提供者）會就該等資料的使用承擔全部責任。貴公司及任何資料提供者概不就網上交易服務的以下事宜承擔責任，而本人 / 吾等同意就該等事宜向貴公司及資料提供者作出彌償保證及使之獲得彌償保證：

- 17.6.1 上述任何資料或資料的傳送、交付或資料內容不準確、錯誤、延誤或遺漏所引致或造成的任何損失或損害；或
- 17.6.2 任何資料的中斷，不論是由於貴公司或資料提供者的任何行為或不作為（不論是否疏忽），或由於任何不可抗力，或貴公司或資料提供者合理控制範圍以外的任何其他原因。

17.7 風險

本人 / 吾等明確同意，本人 / 吾等使用交易介面、招銀國際網站及網上交易服務的風險，由本人 / 吾等獨自承擔。交易介面、資料

及網上交易服務的所有方面（包括但不限於執行買賣指示）是以「按現狀」的基礎提供，並無任何種類的明示或隱含保證，包括但不限於關於所有權的保證，或關於適銷性或適合特定用途的隱含保證。貴公司、貴公司的聯繫人或任何資料提供者提供的口頭意見或書面資料概不構成保證，而本人／吾等亦不得倚賴上述任何資料或意見。

17.8 幹擾等

本人／吾等承認，經互聯網進行的交易，可能因互聯網擠塞而受幹擾、傳送中斷、傳送延誤，或因互聯網的公眾性質而數據傳送錯誤。

18 客戶身分規則

18.1 回應監管機構查詢

若貴公司收到聯交所及／或香港證券及期貨事務監察委員會（統稱「香港監管機構」）的查詢，或收到股票經紀／持牌人／仲介人就回應任何香港監管機構的查詢而提出要求，而本人／吾等已書面通知貴公司表示本人／吾等是代表他人買賣，則本人／吾等須應貴公司的要求（此要求須載有香港監管機構的有關聯絡詳情），知會香港監管機構進行有關交易之帳戶所屬的客人及（以客戶所知）交易最終實益受益人的身分、地址、職業及聯絡資料。本人／吾等亦須知會香港監管機構任何協力廠商（如與發起有關交易的客人／最終受益人不同）的身分、地址、職業及聯絡資料。若貴公司有有關資料，貴公司亦可直接遵從該等要求而無須知會本人／吾等。

18.2 為集體投資計劃交易

若本人／吾等為集體投資計劃、全權委託帳戶或全權信託進行交易，本人／吾等須應貴公司的要求（此要求須載有香港監管機構的有關聯絡詳情），知會香港監管機構有關計劃、帳戶或信託的名稱、地址及聯絡資料，及（如適用）代表該計劃、帳戶或信託向本人／吾等發出進行交易指示的人士的身分、地址、職業及聯絡資料。若本人／吾等為集體投資計劃、全權委託帳戶或全權信託進行交易，本人／吾等在代表該計劃、帳戶或信託進行投資的酌情權被撤銷時，須在切實可行的情況下盡快通知貴公司。在本人／吾等的投資酌情權已被撤銷的情況下，本人／吾等須按貴公司要求（該要求須載有香港監管機構的有關聯絡詳情），立即知會香港監管機構曾就交易發出指示的人士的身分、地址、職業及聯絡資料。

18.3 仲介人

若本人／吾等知悉本人／吾等的客人是其相關客人之仲介人，但本人／吾等並不知道有關交易涉及的相關客人之身分、地址、職業及聯絡資料，則本人／吾等確認：

18.3.1 本人／吾等與本人／吾等的客人已作出安排，讓本人／吾等可按要求立即向本人／吾等的客人取得上述資料，或促使取得有關資料；及

18.3.2 本人／吾等將按貴公司就有關交易提出的要求，盡速向發出進行交易指示的本人／吾等的客人索取上述資料，及在收到本人／吾等的客人提交的資料後盡快提供或促使提供予香港監管機構。

18.4 本第 17 條所載的條款在本協議終止後仍然有效。

18.5 本人／吾等確認，本人／吾等並不受限於任何禁止本人／吾等履行本第 17 條所載承諾的法律，而假如本人／吾等受限於上述法律，本人／吾等或本人／吾等的客人（視所屬情況而定）已放棄該等法律賦予的利益或已書面同意本人／吾等履行上述承諾。

19 終止

19.1 通知終止

本協議可由任何一方對對方發出不少於兩個營業日（星期六除外）的事先書面通知予以終止。然而，貴公司可在發生第 14.2 條所述的任何事件後立即終止本協議。本協議的終止並不影響在終止之前貴公司已執行的任何指示，亦不損害或影響任何一方在終止之前已產生的任何權利、權力、責任及義務。

19.2 終止時付款 本協議終止時，本人／吾等將立即向貴公司償還欠下或結欠貴公司的任何款項。

20 通知

20.1 貴公司根據本協議應向本人／吾等發出的任何通知或其他通訊，可採用專人派遞、預付郵資信件（海外則為空郵）、電子方式或傳真發出，並於以下時間視為已妥為送達：

20.1.1 如以專人派遞或電子方式發出，於交付之時；

20.1.2 如以預付郵資信件發送，於投寄後 48 小時或（如為空郵）96 小時；及

20.1.3 如以傳真發送，於發送之時。上述任何通知或通訊須發送到貴公司最後知道的本人／吾等的地址、傳真號碼或電郵地址。

20.2 本人／吾等發出的任何通知或通訊，於貴公司實際收到時才生效。

20.3 本人／吾等同意，貴公司可用電子形式向本人／吾等發送任何通知、成交單據、確認書、定期結單及通訊。

21 一般規定

21.1 時間是要素

在本協議中，時間在所有方面均為要素。

21.2 無效

即使本協議所載的任何一項或以上條文在任何適用法律下是無效、不合法或不可強制執行，本協議所載的其餘條文的有效性、合法性及可強制執行性概不在任何方面受影響或減損。

21.3 轉讓

21.3.1 本協議應惠及和約束貴公司及本人／吾等、雙方各自的繼承人及（在本第 20.3 條規限下）貴公司在本協議的部分或全部權利或責任的任何獲准受讓人或承讓人。

21.3.2 本人／吾等不可將本人／吾等在本協議的全部或任何權利或責任轉讓或出讓。

21.3.3 貴公司可將貴公司在本協議的全部或部分權利、利益及責任，轉讓或出讓予貴公司絕對酌情認為合適的人士，及向潛在受讓人或任何其他提議與貴公司就本協議訂立合約安排的人士，披露貴公司絕對酌情認為合適的關於本人／吾等的資料。

21.4 不放棄權利

貴公司未能或延遲行使關於本協議的任何權利、權力或特權，不得當作放棄權利，而單一或局部行使、強制執行或豁免上述任何權利、權力或特權，亦不妨礙貴公司進一步行使、強制執行該等權利、權力或特權或行使、強制執行本協議的任何其他權利、

- 權力或特權。
- 21.5 共同及各別責任
若本人 / 吾等包含多於一人，則各人在本協議下的責任須為共同及各別的責任。貴公司向任何一名聯名帳戶持有人發出任何通知、付款或交付，即已完全及充分地解除貴公司在本協議的通知、付款或交付責任。
- 21.6 重大改變
若本協議所載的資料或任何一方根據本協議向對方提供的資料有任何重大改變，該方將會通知對方。
- 21.7 不承擔責任
貴公司、貴公司的有聯繫實體或代名人或聯繫人只要是真誠行事，則無須就任何延遲或未能履行責任或任何由此造成的損失、損害或費用而負責。此外，貴公司的有聯繫實體及代名人及聯繫人不得因並非其控制範圍以內的事件（包括但不限於政府限制、實施緊急程式、交易所裁決、協力廠商的行為、暫停交易、戰爭、罷工、市場狀況、內亂、實際或威脅作出的恐怖主義行為、自然災害或其控制範圍以外的任何其他情況）直接或間接導致的任何後果，而被追究責任。
- 21.8 出售證券
本人 / 吾等同意，貴公司可出售或發起出售帳戶中的證券，以抵銷本人 / 吾等欠下貴公司或貴公司的任何有聯繫實體的任何債務。
- 21.9 語言
本協議以中、英兩種文字書就。兩種文本同樣真確並具同等法律效力。倘兩種文本有任何抵觸，應以英文本為準。
- 22 修訂
貴公司有絕對的權利，可修訂、刪除或替代本協議任何條款或在本協議增加新條款。修訂通知及經修訂的本協議會張貼於招銀國際網站的「表格下載」欄位元，本人 / 吾等應不時瀏覽招銀國際網站，以取得本協議的最新版本及閱讀其條款。上述修訂、刪除、替代或增補被視作在上述修訂通知的刊登日期起生效及已納入本協議內（並構成本協議一部分）。本人 / 吾等可於招銀國際網站刊登上述修訂通知後十四（14）個營業日內以書面提出反對，否則將被視作接受上述修訂、刪除、替代或增補。
- 23 管限法律及適用規例
- 23.1 管限法律
本協議受中華人民共和國香港特別行政區（「香港」）的法律管限及根據香港的法律解釋。
- 23.2 司法管轄權
若因本協議引起任何糾紛，本人 / 吾等謹此接受香港法院的非專屬司法管轄權管轄。本人 / 吾等接受上述司法管轄權，並不影響貴公司在任何其他具有適當司法管轄權的法院對本人 / 吾等展開訴訟的權利。
- 23.3 慣例
貴公司代本人 / 吾等進行的證券交易，須遵守有關市場、交易所、結算所或司法管轄區不時修訂的法律、規例、憲章、附例、規則、習慣、慣例、裁決、釋義及交易徵費。
- 23.4 聯交所規則
對於在聯交所進行的證券交易：
- 23.4.1 聯交所及香港中央結算有限公司（「香港結算」）的規則及規例，特別是關於交易及交的規則，對本人 / 吾等及貴公司均具約束力，而假如聯交所及香港結算的規則及規例與本協議條款及條件之間有任何抵觸，則應以聯交所及香港結算的規則及規例為準；
- 23.4.2 在聯交所執行的每項證券交易均須支付交易費，此費用須由本人 / 吾等承擔；
- 23.4.3 在聯交所執行的每項證券交易，均須支付聯交所不時收取的其他徵費；及
- 23.4.4 假如貴公司的違責情況令本人 / 吾等因此招致損失，根據香港法例《證券及期貨條例》成立的賠償基金的賠償責任僅限於該條例訂明的範圍。
- 23.5 證券及期貨事務監察委員會持牌人或註冊人操守準則（「操守準則」）
本協議應受操守準則約束。假如操守準則與本協議條款及條件之間有任何抵觸，則應以操守準則為準。