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STANDARD TERMS AND CONDITIONS (Securities Trading)

In consideration for the provision of securities trading, margin facilities and related services by KGI Asia Limited ("KGI", which expression shall include the head office and each and every branch of KGI wherever situate, its successors in title and assigns), the client identified in the Account Opening Form¹ or approved by KGI and at whose request or on whose behalf one or more accounts are opened with KGI agrees to accept and be bound by the provisions of the Account Opening Form, these Standard Terms and Conditions ("Conditions") and the applicable First Schedule, Second Schedule and Third Schedule hereto (collectively called "this Agreement" or "Agreement"), as from time to time amended or supplemented by KGI, which said provisions of the Agreement shall apply to all of the said services and facilities provided to such client ("you", which expression shall include such client's heirs, executors, administrators, personal representatives and successors as the case may be and all references to "your" shall be construed accordingly), unless otherwise expressly agreed in writing by KGI. If you carry on or continue to carry on business with KGI, it shall constitute your acceptance of KGI's terms and conditions which form part of KGI's agreement with you and constitute a legally binding contract between you and KGI. This Agreement shall be in substitution for and to the exclusion of any prior terms of business between you and KGI relating to the subject matter of this Agreement.

1. Scope of Agency and Authorization

- 1.1 You or your Authorized Person(s)² may give to KGI instructions (which KGI may in its absolute discretion reject) to effect securities³ and other transactions for you. KGI may act on instructions given orally, in writing or electronically which purport, and which KGI reasonably believes to come from you or your Authorized Person(s) or to have been given on your behalf. KGI will not be under any duty to verify the capacity of the person(s) giving those instructions. KGI will act as your execution agent and does not warrant to you the value, merit or suitability of your transactions.
- 1.2 If you are allowed by KGI to engage in margin or stock options trading or to use the market data service and other related services, you are further subject to the terms and conditions set out in the First Schedule, Second Schedule and/or Third Schedule hereto as the case may be.
- 1.3 KGI may effect your securities transactions in such manner and through any of its Affiliates⁴, members or participants of any exchange

¹ "Account Opening Form" means the account opening form or other document (however described) prescribed by KGI from time to time and provided by or on behalf of the relevant client to KGI in respect of such client's application to open one or more accounts with KGI.

² "Authorized Person(s)" means the person(s) authorized by you to give instructions to KGI as notified to KGI from time to time in such manner as KGI requires.

³ "Securities" means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to law including, without limitation:- (a) shares, stocks, debentures, loan stocks, funds, certificates of deposit, bonds or notes of, or issued by, any person, government or municipal government authority; (b) rights, options, forward contracts, futures or interests (whether described as units or otherwise) in or in respect of any securities in the said subparagraph (a); (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in the said subparagraph (a); and (d) interests in any collective investment scheme.

⁴ "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 of such

or clearing house, or brokers in the relevant markets as KGI may absolutely decide. KGI will usually act as your execution agent, and if KGI acts as principal to your transactions, this will be disclosed to you in the relevant contract notes or trading confirmations. You agree that KGI shall not be accountable to you for any commissions, remuneration, rebates or other benefits which KGI may receive from or offer to any person in respect of any transaction or business conducted with you or on your behalf.

- 1.4 Securities transactions effected by KGI on your 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.
- 1.5 You agree to and hereby irrevocably appoint KGI with full power and authority as your true and lawful attorney, to the fullest extent permitted by law, to act for and on your behalf for the purpose of carrying out the provisions of this Agreement and taking any action and executing any document or instrument in your name or in KGI's own name which KGI may deem necessary or desirable to accomplish the purposes of this Agreement.
- 1.6 Only your Authorized Persons are entitled to have discretionary authority with respect to your account(s) with KGI and they must exercise their authority in accordance with applicable laws, rules, regulations and regulatory requirements (statutory or otherwise). KGI and its directors, officers, employees and agents may not act as an Authorized Person and shall not have any discretionary authority with respect to any of your account(s) with KGI. KGI shall not be held liable or responsible for anything done or omitted to be done by any person in breach of this provision.

2. Dealing Practices

- 2.1 KGI may determine the priority in the execution of your orders having due regard to market practice, applicable regulations and fairness to all clients.
- 2.2 KGI may, without prior reference to you, combine for execution your orders with the orders of other clients. This may result in a more favorable or less favorable price being obtained for you than executing your orders separately. Where there are insufficient securities to satisfy orders so combined, the transactions will be allocated between clients with due regard to market practice and fairness to clients.
- 2.3 KGI will not be liable for any delay or failure in the transmission of orders due to breakdown or collapse of communication facilities or for any other delay or failure beyond the control of KGI.
- 2.4 By reason of physical restraints and rapid changes of securities prices, KGI may not always be able to execute your orders in full or at the prices quoted at any specific time or "at best" or "at market" and you agree to be bound by such executions.
- 2.5 Request to cancel or amend your orders is only possible before the orders are executed. In the case of full or partial execution of your cancelled orders, you agree to accept full responsibility for the transactions.

entities' directors, officers or employees.

- 2.6 Market orders may result in unfavorable executions owing to volatile market conditions. Moreover, cancellation of market orders is rarely possible as they are subject to immediate execution.
- 2.7 Your trading orders are good for the day unless you specify otherwise. A good-till-cancelled order remains a pending order until cancelled by you. The order may be executed at any time prior to such cancellation, and you accept full responsibility for the transactions.
- 2.8 Following execution of your orders, KGI will send you trade confirmations of your transactions and relevant statements summarizing entries in your account. Such trade confirmations and statements shall be conclusive and binding on you if not objected to in writing by you within 24 hours in the case of trade confirmations or 7 days in the case of statements.
- 2.9 If services are to be provided by KGI to you in relation to derivative products, including options, KGI shall provide to you upon request product specifications and any prospectus or other offering document covering such products.
- 2.10 You confirm that until such time as KGI receives written notice from you to the contrary in respect of one or more specific transactions, you will not give KGI any order to sell securities which is a short selling order (as defined in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong) ("SFO")) to be executed at or through the Hong Kong Stock Exchange.
- 2.11 Without prejudice to Clause 2.10 above, in respect of each short selling order to be transacted at or through the Hong Kong Stock Exchange upon your instruction, you understand the relevant provisions of sections 170 and 171 of the SFO and its related subsidiary legislation and agree to ensure compliance with the same by you and any other relevant persons.
- 2.12 You understand that where KGI is selling as agent, KGI shall not convey or accept an order to sell securities which is a short selling order at or through the Hong Kong Stock Exchange unless KGI has received from you, or any other person for whose benefit or on whose behalf the order is made, certain required assurance and KGI shall be obliged to collect from you, or such other person, such information (if any), in the form of a document and within such time, as is prescribed by relevant rules made under the SFO.
- 2.13 You understand and agree that KGI may use a telephone recording system to record conversations with you and your Authorized Persons. You acknowledge and warrant that each Authorized Person also consents to such recording.

3. Electronic Trading

- 3.1 KGI may provide you with electronic trading facilities and services which may include but is not necessarily limited to *WebTrade*, *TouchToneTrade* and/or *PDA Trade* (collectively called "Electronic Trading Services") and they are provided upon the provisions of this Agreement and other terms and conditions to be specified by KGI from time to time.
- 3.2 When using the Electronic Trading Services, you warrant that you are the only authorized user of your Access Codes⁵ and will be responsible for all instructions placed and all transactions conducted with the use of your Access Codes. You also undertake to use your

⁵ "Access Codes" means your Password, PIN, User ID or such codes as may be notified to you in respect of your access to the Electronic Trading Services.

Access Codes with caution.

- 3.3 You shall not and shall not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, the Electronic Trading Services.
- 3.4 When you open an account on-line, in addition to completing and returning the Agreement through the Internet, you agree and undertake to return to KGI the hard copy of the Agreement duly completed and signed by you before or certified by a professional person such as a branch manager of a bank, certified public accountant, lawyer, notary public or any other person acceptable to KGI. KGI shall be entitled to refuse to execute your instructions until it has received such hard copy of the Agreement.
- 3.5 Unless otherwise agreed by KGI, KGI is not obliged to execute your instructions until there are sufficient cleared funds or securities in your account to settle your transactions.
- 3.6 KGI will not be deemed to have received your instructions or executed your orders unless and until you are in receipt of KGI's message acknowledging receipt or confirming execution of your orders. You agree to immediately notify KGI if you do not receive KGI's message acknowledging receipt or confirming execution of your orders, or you are in receipt of any messages in respect of transactions which you did not instruct, or you become aware of any unauthorized use of your Access Codes.
- 3.7 The Electronic Trading Services provide you with an additional means to place instructions to KGI or gain access to information relating to your account. You may also do so by calling one of KGI's sales representatives direct. If you experience any problems in reaching KGI through the Electronic Trading Services, you may use other methods to communicate with KGI and inform KGI of the difficulty you are experiencing.
- 3.8 You agree to review every order before placing it as it may not be possible to cancel your orders once given.
- 3.9 You may give on-line instructions to KGI regarding fund deposit, fund withdrawal and transfer of securities followed by hard copy of such instructions. However, KGI is authorized at its discretion to act upon your on-line instructions alone. Your account will be credited with the relevant funds or securities once KGI receives your cleared funds or securities.
- 3.10 In the case of securities transfer, you will be responsible for arranging the relevant third party to deliver the securities to you or to receive your securities, and that any handling, transfer or custodian fees and charges shall be at your costs.
- 3.11 The Electronic Trading Services may provide, for informational purposes only, data about securities, derivatives, mutual funds or other investment products published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. Whilst KGI believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from KGI shall be inferred from such data.
- 3.12 Information provided under the Electronic Trading Services is provided on an "as is", "as available" basis and KGI does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. KGI gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such information.
- 3.13 Notwithstanding any other provisions contained in this Agreement,

where you are a client using the Electronic Trading Services, following execution of your trading orders, you accept that KGI may send you and you agree to receive trade confirmations of your transactions through electronic posting to your account or other electronic means in lieu of printed confirmations. Such information will be freely accessible by you after such sending by KGI and you shall print out the confirmations or make your own arrangements forthwith without delay to maintain your own records if necessary. KGI will also send you relevant statements summarizing entries in your account by mail or otherwise.

- 3.14 You accept the risks of receiving or gaining access to services through and communication and conducting transactions over the Internet or other electronic means or facilities.

4. Settlement

- 4.1 Where KGI has executed a purchase or sale transaction on your behalf, you will on demand or by the due settlement date as required by KGI or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to KGI. If you fail to do so by such time or date, KGI is authorized by you, in its absolute discretion:-
- (a) in the case of a purchase transaction, to transfer or sell any securities in your account (including the purchased securities) to satisfy your obligations; or
 - (b) in the case of a sale transaction, to borrow and/or purchase such sold securities as are necessary to satisfy your settlement obligations.
- 4.2 You will reimburse any amounts or premiums which KGI may be required to pay and for any losses, costs, fees and expenses (including legal expenses on a full indemnity basis) in connection with any settlement failure of your trades.
- 4.3 To facilitate due settlement by you, KGI may in its absolute discretion lend securities to you or borrow securities for you to settle your sale trades. KGI may also enter into securities loans arrangements on your behalf or for your benefit, whether in the name of KGI, its Affiliates or otherwise, upon such terms as KGI conclusively decides. You shall indemnify KGI and its Affiliates for any margins, guarantees, securities or collateral maintenance and expenses as may be required under the securities borrowing and lending arrangements. KGI does not warrant or guarantee the availability or the continuing availability of such short selling facility.
- 4.4 All currency exchange risks in respect of any transactions, settlement actions or steps taken by KGI under this Agreement shall be borne by you.
- 4.5 For the purposes of carrying out your orders or exercising any of KGI's rights under this Agreement or under any of your accounts with KGI, KGI may, at any time in its sole and absolute discretion and without any obligation, convert any amount in any currency in any account(s) of yours or standing to your credit to any other currency. Exchange rate losses and the costs of conversion shall be borne by you.

5. Terms of Possession

- 5.1 Securities purchased for you will be delivered to you (or as you may direct) provided that:
- (a) such securities are fully paid; and
 - (b) such securities are not subject to any lien, and/or are not held as collateral by KGI or its Affiliates.
- 5.2 Client securities and client collateral of KGI shall be treated and dealt

with in compliance with the provisions of the SFO and relevant rules made thereunder and relevant securities from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities with an authorized financial institution, a custodian approved by the Hong Kong Securities and Futures Commission (the "Commission") or another intermediary licensed for dealing in securities, or registered in your name or an associated entity of KGI.

- 5.3 KGI will not return to you the securities originally delivered or deposited but will return securities of the same class, denominations and nominal amount and ranking to you.
- 5.4 Where your securities held by KGI are not registered in your name, any dividends, distributions or benefits which accrue in respect of such securities will be received by KGI and credited into your account. KGI may also exercise voting rights on your behalf with respect to such securities upon your prior specific instructions.
- 5.5 Subject to the provisions of the SFO and relevant rules made thereunder, you authorize and agree that securities and securities collateral from time to time received or held on your behalf may be treated and dealt with in such manner as KGI may deem fit. You understand that such securities and securities collateral may be subject to a lien or charge in favour of third parties and return of such securities or securities collateral to you may be subject to satisfaction of such lien or charge. You also agree that KGI shall be entitled to retain for its own benefit and not be accountable to you for any fees, income, rebates or other benefits resulting from any lending or deposit of your securities or securities collateral to or with any third party for any purpose by KGI.
- 5.6 Client money of KGI shall be treated and dealt with in compliance with the provisions of the SFO and relevant rules made thereunder and relevant client money from time to time received on your behalf will be paid into a segregated account for client money maintained in Hong Kong with an authorized financial institution or any other person approved by the Commission. You agree that KGI shall be entitled to retain for its own benefit and not be accountable to you for any amounts of interest derived from the holding of client money on your behalf.
- 5.7 Subject to the provisions of the SFO and relevant rules made thereunder, KGI and its Affiliates shall have your standing authorization given on behalf of yourself and your Affiliates to (without being obliged so to do) effect fund transfers between any two or more of your and your Affiliates' accounts maintained with KGI and its Affiliates (of whatever nature and whether individually or jointly with others) for the purpose of discharging or reducing your or any of your Affiliates' obligations or indebtedness towards KGI or its Affiliates and without further consent from or any notice to you or your Affiliates.
- 5.8 Without prejudice to any other rights and remedies available to KGI, you agree that KGI may dispose or initiate a disposal by an associated entity of KGI of any of the securities or securities collateral from time to time received or held on your behalf in settlement of any liability owed by you or on your behalf to KGI, such associated entity or a third person.

6. Charges and Expenses

- 6.1 KGI will charge you commissions calculated at such rate and on such basis as KGI may from time to time determine and notify to you. You shall be liable for payment upon demand of any debts and negative balance whatsoever and howsoever arising on your account including but not limited to commissions, charges, fees, statutory fees, taxes, levies, delivery charges and so on. KGI may withdraw cash from or liquidate securities in your account to discharge the amounts due.

- 6.2 All your indebtedness to KGI will be charged with interest at such rate(s) to be notified by KGI from time to time. In the absence of such notification, your Hong Kong dollars indebtedness will be charged with interest at an annual rate of the higher of (i) ten per cent above the prime lending rate on Hong Kong dollars quoted by the Standard Chartered Bank; or (ii) twelve and a half per cent above the prevailing one-month Hong Kong Inter-bank Offered Rate. In the case of foreign currency indebtedness, the annual interest rate will be ten per cent over the cost of funds of KGI to be quoted by KGI whether or not it has actually borrowed the funds.
- 6.3 Without prejudice to any other rights and remedies available to KGI, KGI may charge a maintenance fee payable at such rate or in such amount and upon such other terms as KGI may prescribe from time to time on your dormant account if you have no trading activity for six months or more. Payment of such fees will be automatically deducted from your account.

7. Indemnity

You shall fully indemnify KGI (for itself or as trustee for its Affiliates, directors, employees or agents - "Indemnified Persons") against all claims, actions, liabilities (whether actual or contingent) and proceedings against any of the Indemnified Persons and bear any losses, costs, charges or expenses (including legal fees) which the Indemnified Persons may suffer or incur in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under this Agreement, including any action taken by KGI or any of its Affiliates to protect or enforce its rights, or its security interest under this Agreement, whether or not as a result of any default or breach by you.

8. Lien, Set-off and Combination of Accounts

- 8.1 Subject to the provisions of the SFO and relevant rules made thereunder, KGI shall be entitled and authorized to, for itself or as agent for its Affiliates, at any time or from time to time and without notice to you, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate any or all of your accounts and/or your Affiliates' accounts (of whatever nature and whether held individually or jointly with others) maintained with KGI and its Affiliates and set-off or transfer any money, securities or other property standing to the credit of any one or more of such accounts in or towards satisfaction of the indebtedness, obligations or liabilities of you and/or any of your Affiliates towards KGI and/or any of its Affiliates on any other accounts whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint and secured or unsecured. Where such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by KGI to be applicable.
- 8.2 KGI may hold as security and subject to a general lien in its favor all or any of your money, securities and other property held by KGI until you have fully paid KGI or its Affiliates any and all amounts owed.
- 8.3 You as beneficial owner hereby charge in favour of KGI and each of its Affiliates (including but not limited to KGI Futures (Hong Kong) Limited) by way of first fixed charge all securities or other property from time to time deposited by you or on your behalf with KGI or purchased for or otherwise being held in or by or under the order or control of KGI for your account, including any and all rights, title and interest, present and future, therein (collectively called "Charged Property") as continuing security for all of your liabilities and obligations due, owing or incurred towards KGI and each of its Affiliates (including but not limited to KGI Futures (Hong Kong) Limited) of whatever nature and from time to time and you hereby assign and release to KGI and each of its Affiliates all such securities or other property as aforesaid.

Subject to the provisions of the SFO and relevant rules made thereunder, in the event of your failure to pay any indebtedness or outstanding amount due, owing or incurred to KGI or any of its Affiliates (including but not limited to KGI Futures (Hong Kong) Limited) when due or on demand by the relevant company, or an order is made or petition presented or resolution passed for the bankruptcy, winding up or dissolution of you, or you are declared incompetent or die, KGI shall be entitled to sell or, as the case may be, the relevant Affiliate shall be entitled to direct KGI to sell, at the absolute discretion of the relevant company both as to manner and time of sale and consideration, any of the Charged Property whether or not held in mutuum and whether or not the delivery of any property comprised in the Charged Property shall have been required pursuant to any instruction from you or any Authorized Person and to deduct from the sale proceeds such amount as is necessary to discharge the indebtedness or outstanding amount and pay the same to the relevant company. For this purpose, a certificate issued by KGI or any of its Affiliates certifying the amount of indebtedness or outstanding amount due to it by you at any time and that you have failed to pay the same to it shall be final, conclusive and binding on you.

- 8.4 Subject to the provisions of the SFO and relevant rules made thereunder, upon an event of default set out in Clause 10 of these Conditions, KGI shall have the right, without any notice or demand, to take any of the actions set out in the said Clause 10 and apply the net proceeds (after deduction of all fees, costs and expenses incurred) in reduction of your outstanding obligations or indebtedness to KGI or its Affiliates.

9. Representations, Warranties and Undertakings

- 9.1 You warrant, represent and undertake to KGI that:-
- you enter into this Agreement as principal and are not trading on behalf of any other person (except where notified to and expressly approved by KGI in writing);
 - the information provided in the Account Opening Form is true and correct;
 - you are the beneficial owner of the securities under your account free from any lien, charge, equity or encumbrance save as created by or under this Agreement;
 - you are the person or entity (legal or otherwise) ultimately responsible for originating the instruction in relation to each transaction in your account and the person or entity (legal or otherwise) that stands to gain the commercial or economic benefit of each transaction in your account and/or bear its commercial or economic risk (except where any other person or entity has been disclosed to KGI in the Account Opening Form or other notices to KGI pursuant to Clause 9.3 of these Conditions);
 - you have full power and authority to enter into and perform your obligations under this Agreement and if you are a corporate client, you have obtained all necessary consents from shareholders and directors and have taken all necessary actions to enable you to enter into this Agreement and perform your obligations under this Agreement;
 - this Agreement and its performance and the obligations contained in this Agreement do not and will not contravene any applicable law and regulations, contravene any provisions of your memorandum and articles of association or by-laws (where applicable), or constitute a breach or default under any agreement or arrangement by which you are bound;
 - you will not charge, pledge or allow to subsist any charge or pledge over your securities or monies in your account or grant or purport to grant an option over any securities or monies in your account without the prior written consent of KGI; and
 - you are not a citizen or resident of the United States of America and you will give specific written notice to KGI if this is not the case or upon any subsequent change to such status.

- 9.2 The above representations and warranties shall be deemed to be repeated immediately before each transaction or dealing is carried out for or any service is provided to you or on your behalf.
- 9.3 If, in relation to any particular transaction in your account, you are not the person or entity (legal or otherwise) ultimately responsible for originating the instruction or the person or entity (legal or otherwise) that stands to gain its commercial or economic benefit and/or bear its commercial or economic risk, you undertake and agree to provide information on the identity, address and contact and other details of such person or entity to KGI before giving the instruction to KGI. You also undertake and agree to provide such information direct to the relevant exchanges, government agencies or regulators within two days of KGI's written request and such undertaking and agreement will survive any termination of this Agreement.
- 9.4 Where you are acting as an investment manager of any collective investment schemes, discretionary accounts or trusts, if there are any transactions in which your investment discretion is overridden, you agree that you will advise KGI of such fact and provide information on the identity and contact and other details of the person overriding your investment discretion before giving the instruction to KGI. You also undertake and agree that you will disclose such information to the relevant exchanges, government agencies or regulators direct within two days of KGI's written request and such undertaking and agreement will survive any termination of this Agreement.

10. Default

- 10.1 All amounts owing by you to KGI or its Affiliates together with interest will become immediately due and payable without any notice or demand upon any one of the following events of default:-
- if, in KGI's opinion, you have breached any material term of this Agreement or defaulted in respect of any transaction with or through KGI or its Affiliates;
 - if any representation, warranty or undertaking to KGI was when given or hereafter becomes incorrect in any material respect;
 - for compliance with any rules or regulations of any relevant exchange or clearing house;
 - in the event of your death or being declared incompetent or a petition in bankruptcy is filed by or against you or an order is made or resolution passed for your voluntary or compulsory winding up or a meeting is convened to consider a resolution that you should be so wound up; or
 - any warranty or order of attachment or distress or equivalent order is issued against any of your accounts with KGI or its Affiliates;
- and upon the occurrence of any of such events, KGI shall be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to KGI, forthwith to:
- sell or realize all or any part of your property held by KGI or its Affiliates in such manner and upon such terms as KGI may conclusively decide and satisfy your obligations and indebtedness towards KGI or its Affiliates out of the net proceeds (with fees, expenses and costs deducted) thereof;
 - cancel any open orders for the purchase or sale of securities;
 - sell any or all securities long in your account;
 - buy any or all securities which may be short in your account; and/or
 - exercise any of its rights under this Agreement.
- 10.2 Any monies received by KGI will be applied in the following order of priority and any residue will be paid to you or to your order:-
- payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by KGI in transferring and selling all or any of your securities;

- payment of interest accrued on the aggregate outstanding amount due or owing to KGI or its Affiliates for the time being; and
- payment of all money and liabilities due or owing by you to KGI or its Affiliates.

- 10.3 In the event of a default committed by KGI resulting in you suffering pecuniary loss, you shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time.

11. Termination

- 11.1 Either party may terminate this Agreement at any time on the giving of not less than one month's prior written notice to the other. However, KGI may terminate this Agreement forthwith at any time without notice to you if you breach or fail to comply with any provision of this Agreement. Any termination shall not affect any transaction entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.
- 11.2 Upon termination of this Agreement, you will immediately pay to KGI any and all amounts due or owing to it. On the other hand, any interest previously agreed to be payable to you on any credit amount held under your account shall thereupon cease to be payable to you.
- 11.3 In case of any cash or securities balances in your account upon termination of this Agreement, you agree to withdraw such balances within 7 days from the date of such termination. If you do not do so, you agree that KGI may on your behalf and without any responsibility for any loss or consequence on its part sell or dispose of your securities in the market or in such manner and at such time and price as KGI may reasonably determine and send to you at your sole risk a crossed cheque representing the total amount of any net sale proceeds and credit balances (if any) in your account to your last known address or return to you such total amount (if any) in such other manner as KGI may consider appropriate.

12. Notices and Communication

- 12.1 Any notice or communication given by KGI to you shall be deemed made or given:
- if made by letter, upon delivery to you by hand or if sent by prepaid mail, within two days if you are in Hong Kong or within five days if you are outside Hong Kong; and
 - if made by telex, facsimile, electronic mail or other electronic means, upon transmission of the message to or accessible by you.
- 12.2 Any notice or communication made or given by you will be sent at your own risk and will be effective only upon actual receipt by KGI.
- 12.3 You expressly consent to KGI sending any notice, document or communication to you by electronic means and to your receiving the same in electronic form.

13. General Provisions

- 13.1 Time shall be of the essence in relation to all matters arising under this Agreement.
- 13.2 The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

- 13.3 Each of the provisions in this Agreement is several and distinct from the others and if any one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.4 KGI shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this Agreement to any third party as it thinks fit and without having to notify you or obtain your consent. You shall not assign, transfer or dispose of your rights, interests or obligations in or under this Agreement to any third party without the prior written consent of KGI.
- 13.5 Your private information is collected and used by KGI in accordance with KGI's Personal Information Collection Statement a copy of which is available upon request. You understand that as an individual client you are entitled, by written request to KGI's Data Protection Officer, to access the personal information held about you and, if applicable, to correct any inaccuracies in that information. Unless you send a written request to the contrary to KGI's Data Protection Officer, the information we acquire about you may be used for the purposes of marketing products and services which may be of interest to you. You agree that KGI may disclose your personal information to such persons or classes of persons and use your personal information for such purposes as may be set out in KGI's policies and practices relating to personal data from time to time.
- 13.6 You understand that your personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. You shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.
- 13.7 KGI will keep information relating to you and your account confidential, save where KGI is required to disclose your details to the relevant exchanges, securities regulators, government agencies, or to any persons pursuant to any court orders or statutory provisions. KGI will comply with such requests without notice to or consent from you. Moreover, KGI may also disclose your information to its Affiliates, agents, assignee or subcontractors and KGI will not be liable to you for any consequences arising out of such disclosures.
- 13.8 KGI will not be under any duty to disclose to you any information which may come to the notice of KGI in the course of acting in any capacity for any other persons. However, KGI agrees to take reasonable steps to avoid conflicts of interest and where such conflicts cannot be avoided, KGI will take steps to ensure that its clients are treated fairly.
- 13.9 KGI may from time to time in its absolute discretion add, amend, delete or substitute any of the terms of this Agreement by giving you notice of such changes which will become effective from the date specified in such notice.
- 13.10 KGI and you each undertake to notify the other in the event of any material change to the relevant information (as specified in paragraphs 6.2(a), (b), (d), (e) and (f) of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission in force from time to time (the "SFC Code")) provided in this Agreement.
- 13.11 If you are joint account holders, your obligations and liabilities under this Agreement shall be joint and several and KGI may in its absolute discretion take recourse against any one or all of you. Unless terminated in accordance with this Agreement, the death of one joint holder does not operate to terminate this Agreement. Any notice, payment or delivery by KGI to either or any one of the joint account holders shall be a full and sufficient discharge of KGI's obligations to notify, pay or deliver under this Agreement. KGI is also authorized by you to accept or carry out instructions from either or any one of the joint account holders. For the avoidance of any doubt, upon the death of a joint account holder, all rights and interests of such joint account holder in the joint account will be vested in the survivor(s) under such account by operation of the rule of survivorship.
- 13.12 Neither KGI nor its Affiliates shall be liable for any delay or failure to perform their obligations or any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, KGI and its Affiliates shall not be held responsible for any consequences resulting whether directly or indirectly from any uncontrollable events including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party conduct, suspension of trading, breakdown or collapse of communication facilities, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond KGI's control whatsoever, including any errors, deficiencies or millennium problems associated with date-dependent data, computations, output, operations and other functions of any equipment and related software of KGI and/or its agents, suppliers, vendors or counterparts prior to, during or after the year 2000.
- 13.13 You authorize KGI to conduct a credit inquiry or check on you for the purpose of ascertaining any information provided by you and your financial situation and investment objectives.
- 13.14 Any failure or delay in exercising all or part of any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver to preclude any subsequent exercise of that right, power or privilege.
- 13.15 You confirm that you have received and read this Agreement in a language of your choice (English or Chinese) and that you understand and accept the terms set out in this Agreement. In the event of discrepancy between the Chinese text and the English text of this Agreement, the English version shall prevail.
- 13.16 All references to provisions of statutes, rules or regulations in this Agreement shall include such provisions as modified or re-enacted from time to time.
- 13.17 In this Agreement, words denoting the singular number only include the plural and vice versa and words importing one gender include every gender. Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

14. Governing Law

- 14.1 This Agreement and all rights, obligations and liabilities under the same shall be governed by, construed and enforced in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China. You also agree that irrespective of your country of domicile, any dispute with KGI may at KGI's absolute discretion be referred to the Commission, and not other securities regulators in any jurisdictions.
- 14.2 If you are an individual or a company domiciled outside Hong Kong, you shall, immediately upon demand by KGI, appoint a person or agent in Hong Kong to be your process agent to receive all notices and communications relating to any legal proceedings involving you, and you agree that any service of any legal process on the process agent shall constitute sufficient service on you for the purpose of legal proceedings in the Hong Kong courts.
- 14.3 You irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
- 14.4 No provision of this Agreement shall operate to remove, exclude or

restrict any of your rights or obligations of KGI under Hong Kong law.

15. Risk Disclosure Statements

The relevant risk disclosure statements as specified in Schedule 1 to the SFC Code will be attached.

FIRST SCHEDULE (Terms for Margin Trading)

Where your account is allowed to conduct margin trading (i.e. a securities margin account) whereby KGI agrees to grant and/or continue to grant margin facilities ("Facility") to you at your request for your securities, futures and/or options trading, you agree to the following terms and conditions:-

1. The Facility is extended to you in accordance with the provisions set out in this First Schedule, any facility letter from KGI to you and such other conditions as may be specified by KGI from time to time (collectively called "Margin Facility Terms"). This First Schedule is supplemental to the Standard Terms and Conditions ("Conditions") to which this First Schedule is annexed and where any conflict arises between the provisions of the Conditions and the Margin Facility Terms, the provisions of the latter shall prevail.
2. The Facility is repayable on demand and may be varied or terminated in the absolute discretion of KGI. KGI will not at any time be obliged to make any advance to you.
3. KGI is instructed and authorized by you to draw on the Facility to settle any amounts due to KGI or its Affiliates in respect of your purchase of securities, margin maintenance obligations for any futures and options positions required by KGI or its Affiliates, or payment of any commission or other liabilities, costs and expenses owing to KGI or its Affiliates.
4. You understand that KGI will be under no obligation to make or continue to make any advances if any of the following circumstances should apply:-
 - (a) if you are in default of any provision of the Margin Facility Terms or the Conditions; or
 - (b) in the opinion of KGI there is or has been a material adverse change in your financial condition or in the financial condition of any person which might adversely affect your ability to discharge your liabilities or perform your obligations under this Agreement; or
 - (c) making an advance would cause the applicable ratios to be exceeded; or
 - (d) KGI in its absolute discretion considers it prudent or desirable for its protection not to do so.
5. For so long as there exists any indebtedness to KGI on your part, KGI shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the monies and/or securities in your account and you shall not without the prior consent of KGI be entitled to withdraw any monies and/or securities in part or in whole from your account.
6. You shall from time to time or on demand from KGI make payments of deposits or margin in money, securities and/or other collateral in such amount and in such form and within such time as may be specified by KGI as KGI in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by you shall be made into a designated account of KGI before 10:00a.m. on the due date in same day funds.
7. Any failure by you to comply with Clause 6 of this Schedule will constitute an act of default under the Conditions and the Margin Facility Terms and KGI shall, without prejudice to any other rights under the Conditions, the Margin Facility Terms or in law, have the right, and without notice or demand, to terminate the Facility, close your account(s), dispose of your securities, cancel your open orders for the sale and purchase of your securities, and/or borrow or buy any securities required for delivery in respect of any sale effected for you. The proceeds of such transactions will be applied to reduce your indebtedness owing to KGI and/or its Affiliates and any outstanding indebtedness shall be immediately due and payable by you to KGI.
8. You, as beneficial owner, hereby charge in favor of KGI by way of first fixed charge all your respective rights, title, benefits and interests in and to all securities and other property which are now or which may at any time hereafter be deposited with, transferred or caused to be transferred to or held by KGI or its Affiliates or nominees, or transferred to or held by any other person in circumstances where KGI or its Affiliates has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise). These include without limitation those securities that may come into the possession, custody or control of KGI or its Affiliates from time to time for any purpose whatsoever (which may include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, moneys or property accruing or offering at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities) (collectively called "Charged Securities") as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by you to KGI or its Affiliates, or for which you may be or become liable to KGI or its Affiliates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of KGI or its Affiliates.
9. The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by you to KGI and/or its Affiliates and notwithstanding the closing of any of your accounts with KGI and which are subsequently reopened or the subsequent opening of any account by you either alone or jointly with others and shall extend to cover all or any sum of money which shall for the time being constitute the balance due from you to KGI or its Affiliates on any account or otherwise.
10. You represent and warrant that the Charged Securities are legally and beneficially owned by you, that you have good right and title to deposit the securities with KGI or its Affiliates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other securities comprised in the Charged Securities are and will be fully paid up.
11. Upon irrevocable payment in full of all sums which may be or become payable under the Conditions and the full performance of your obligations under the Margin Facility Terms and this Schedule, KGI will at your request and expenses release to you all the rights, title and interests of KGI in the Charged Securities and will give such instructions and directions as you may require in order to perfect such release.
12. Until the Charge becomes enforceable, (i) KGI shall have the right, subject only to giving you notice, to exercise voting rights and other rights relating to the collateral to protect the value of the Charged Securities; and (ii) except as otherwise provided in this Schedule, you may direct the exercise of other rights attaching to, or connected with, the Charged Securities, but not in any manner which is inconsistent with your obligations under the Margin Facility Terms, or which in any way may prejudice KGI's rights in relation to the Charged Securities.

13. You by way of security irrevocably appoint KGI to be your attorney on your behalf and in your name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on you by or pursuant to the Margin Facility Terms and generally for enabling KGI to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):
- (a) to execute any transfer or assurance in respect of any of the Charged Securities;
 - (b) to perfect its title to any of the Charged Securities;
 - (c) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Charged Securities;
 - (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Charged Securities; and
 - (e) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.
14. You agree that in the event of any sale pursuant to the Conditions or the Margin Facility Terms, any Charged Securities will be sold or disposed of in the absolute discretion of KGI and upon any sale by KGI, a declaration made by an officer of KGI that the power of sale has become exercisable shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title to any of the Charged Securities under the sale and no person dealing with KGI or its nominees shall be concerned to inquire into the circumstances of the sale.
15. You shall from time to time upon KGI's request promptly and duly execute and deliver any and all such further instruments and documents as KGI may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.
16. Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:-
- (a) any other security, guarantee or indemnity now or hereafter held by KGI or its Affiliates under or in respect of the Margin Facility Terms or any other liabilities;
 - (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);
 - (c) the enforcement or absence of enforcement or release by KGI or its Affiliates of any security, guarantee or indemnity or other document (including the Charge);
 - (d) any time, indulgence, waiver or consent given to you or any other person whether by KGI or its Affiliates;
 - (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on you whether by KGI or any other person;
 - (f) the insolvency, bankruptcy, death or insanity of you;
 - (g) any amalgamation, merger or reconstruction that may be effected by KGI with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of KGI to any other person;
 - (h) the existence of any claim, set-off or other right which you may have at any time against KGI or any other person;
 - (i) any arrangement or compromise entered into by KGI with you or any other person;
 - (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by you on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or
 - (l) any other thing done or omitted or neglected to be done by KGI or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect your liabilities under the Margin Facility Terms.
17. In compliance with the provisions of the SFO and relevant rules made thereunder, relevant securities collateral from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities collateral with an authorized financial institution, a custodian approved by the Commission or another intermediary licensed for dealing in securities, or deposited in an account in the name of KGI or its associated entity with an authorized financial institution, a custodian approved by the Commission or another intermediary licensed for dealing in securities, or registered in your name or in the name of KGI or its associated entity.
18. Without prejudice to any other right or remedy available to KGI, you authorize and agree that KGI or an associated entity of KGI may deal with securities or securities collateral from time to time received or held on your behalf in one or more of the following ways, namely to:-
- (a) apply any of your securities or securities collateral pursuant to a securities borrowing and lending agreement;
 - (b) deposit any of your securities collateral with an authorized financial institution as collateral for financial accommodation provided to KGI; or
 - (c) deposit any of your securities collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of KGI's settlement obligations and liabilities.
- Such authority shall remain valid for a period of 12 months from the date when your account is first approved by KGI to conduct margin trading unless you give not less than five business days' prior written notice to KGI to revoke the same at any time, provided that no such revocation shall be effective if there is any outstanding liability owing by you or on your behalf to KGI or any associated entity of KGI. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO.
19. The Facility will be terminated upon the occurrence of any one or more of the following events:-
- (a) the revocation of your standing authority as contained in or provided under Clause 18 of this Schedule; or
 - (b) the non-renewal of such standing authority upon its expiry or when called upon to do so; or
 - (c) any termination in accordance with Clause 11 of the Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.
- Upon termination of the Facility, any outstanding indebtedness by you shall forthwith be repaid to KGI.
20. Repayment of all or any of the loan amounts owed to KGI will not of itself constitute cancellation or termination of the Margin Facility Terms.
21. You are informed that KGI has the practice of repledging securities collateral of its clients.

SECOND SCHEDULE (Terms for Stock Options Trading)

Where your account is allowed to conduct trading in Options Contracts (i.e. a stock options account) and KGI agrees to place instructions on your behalf with an Options Exchange Participant ("OEP") of The Stock Exchange of Hong Kong Limited ("SEHK", which expression shall include its successors in title and assigns) relating to transactions of any Exchange Traded Options Business, you agree to the following terms and conditions:

1. Unless otherwise specified or the context requires otherwise, terms and expressions defined in the rules (including the Options Trading Rules and Operational Trading Procedures for Options Trading Exchange Participants) of SEHK and the rules (including the Options Clearing Rules and Operational Clearing Procedures for Options Trading Exchange Participants) of The SEHK Options Clearing House Limited ("SEOCH") shall have the same meanings when used in this Schedule. Where such defined terms and expressions are applied to exchange participants of SEHK, they are deemed to apply with the same meaning to KGI wherever the context so permits.
2. You acknowledge that this Second Schedule is supplemental to the Standard Terms and Conditions ("Conditions") to which this Schedule is annexed and where any conflict arises between the provisions of the Conditions and this Schedule, the provisions of this Schedule shall prevail.
3. In accordance with your or your Authorized Person's instructions, you authorize KGI to transact Exchange Traded Options Business for your account.
4. KGI will keep information relating to your options account confidential, but may provide any such information to the Commission and other relevant regulators.
5. You confirm that: (a) the options account is operated solely for your account and benefit, and not for the benefit of any other person; or (b) you have disclosed to KGI in writing the name of the person(s) for whose benefit the options account is being operated; or (c) you have requested KGI to operate the options account as an Omnibus Account, and will immediately notify KGI, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.
6. All Exchange Traded Options Business shall be effected by an OEP in accordance with all laws, rules and regulatory directions (the "Rules") applying to the OEP, which include the Options Trading Rules of SEHK, the Clearing Rules of SEOCH and the rules of the Hong Kong Securities Clearing Company Limited ("HKSCC"); and in particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, the OEP should notify its client of any such adjustments which affect Client Contracts to which the client is a party, and all actions taken by the OEP, by SEHK, by SEOCH, by HKSCC or by KGI in accordance with such Rules shall be binding on you.
7. KGI, itself not being an OEP, will cause and control the execution of your orders on SEHK through KGI Securities (Hong Kong) Limited ("KGIS"), an affiliate of KGI and an OEP registered with SEHK, or through any other OEP by arrangements which KGI in its absolute discretion may make from time to time to provide order execution and any reference in this Schedule to execution by KGI or the performance by KGI of any of its obligations under this Schedule shall be construed accordingly. You acknowledge that although all Options Contracts are to be executed on SEHK, KGI and KGIS or the relevant OEP shall contract as principals under Client Contracts.
8. You agree that the terms of the Standard Contract for the relevant option series shall apply to each of your Client Contracts with KGI, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.
9. If an OEP fails to meet its obligations to its client pursuant to its options client agreement with such client, the client shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time. You understand and acknowledge that KGI is not an OEP.
10. KGI may place limits on the open positions or delivery obligations that you may have at any time.
11. You acknowledge that (a) an OEP may be required to close out Client Contracts to comply with position limits imposed by SEHK; and (b) if an OEP goes into default, the default procedures of SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between KGI and another OEP.
12. You acknowledge that at the request of a client of an OEP, the OEP may agree to the Client Contracts between itself and such client being replaced, in accordance with the Rules, by Client Contracts between such client and another OEP.
13. In respect of all Contracts effected on your instructions, you will pay KGI, within the time period notified by KGI, Premium, KGI's commission and any other charges, and applicable levies imposed by SEHK, as have been notified to you; and KGI may deduct such Premium, commissions, charges and levies from your options account.
14. KGI will collect margin requirements and Premium in accordance with the Rules.
15. You agree to provide KGI with cash and/or securities and/or other assets ("Margin") as may be agreed from time to time, as security for your obligations to KGI under the Agreement including this Schedule. Such Margin should be paid or delivered as demanded by KGI from time to time, and the amounts required by way of Margin should not be less than, but may exceed, the amounts as may be required by the Rules in respect of your open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
16. If KGI accepts securities by way of Margin, you will on request provide KGI with such authority as KGI may require under the Rules to authorize KGI to deliver such securities, directly or through an OEP, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from your instructions to KGI; and KGI does not have any further authority from you to borrow or lend your securities or otherwise part with possession (except to you or on your instructions) of any of your securities for any other purpose.
17. You agree to indemnify KGI, and KGI's employees and agents, against all losses and expenses resulting from breach of your obligation under any provision of the Agreement including this Schedule, including costs reasonably incurred in collecting debts from you, and in closing your options account.
18. Where KGI receives notification from an OEP for the exercise of a Client Contract, KGI will, by a random selection process, select a Client Contract from among all Client Contracts comprised in short open positions of clients in the same option series as that Client Contract. The Client Contract so selected shall also be treated for all purposes as having been validly exercised. KGI will notify you of the details of the

exercise as soon as possible.

19. On exercise of a Client Contract by or against you, you will perform your delivery obligations under the relevant contract, in accordance with the Standard Contract and as you have been notified by KGI.
20. If you fail to comply with any of your obligations and/or to meet your liabilities under any of the provisions of the Agreement including this Schedule, including without limitation failure to provide Margin, KGI may: (a) decline to accept further instructions from you in respect of Exchange Traded Options Business; (b) close out some or all your Client Contracts with KGI; (c) enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which KGI is exposed in relation to your failure; and/or (d) dispose of Margin, and apply the proceeds thereof to discharge your liabilities to KGI; and any proceeds remaining after discharge of all your liabilities to KGI should be paid to you.
21. You agree to pay interest on all overdue balances (including interest arising after a judgement debt is obtained against you) at such rates and on such other terms as KGI has notified to you from time to time.
22. In compliance with the provisions of the SFO and relevant rules made thereunder, relevant securities collateral from time to time received on your behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities collateral with an authorized financial institution, a custodian approved by the Commission or another intermediary licensed for dealing in securities, or deposited in an account in the name of KGI or its associated entity with an authorized financial institution, a custodian approved by the Commission or another intermediary licensed for dealing in securities, or registered in your name or in the name of KGI or its associated entity.
23. Without prejudice to any other right or remedy available to KGI, you authorize and agree that KGI or an associated entity of KGI may deal with securities or securities collateral from time to time received or held on your behalf in one or more of the following ways, namely to:-
 - (a) apply any of your securities or securities collateral pursuant to a securities borrowing and lending agreement;
 - (b) deposit any of your securities collateral with an authorized financial institution as collateral for financial accommodation provided to KGI; or
 - (c) deposit any of your securities collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of KGI's settlement obligations and liabilities.

Such authority shall remain valid for a period of 12 months from the date when your account is first approved by KGI to conduct trading in Options Contracts unless you give not less than five business days' prior written notice to KGI to revoke the same at any time, provided that no such revocation shall be effective if there is any outstanding liability owing by you or on your behalf to KGI or any associated entity of KGI. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO.

24. Where KGI receives a notification about capital or other adjustments from an OEP, KGI will promptly inform you of the same. You agree that all such adjustments shall be binding on you.
25. You confirm that you are not an employee of any OEP and that no employee of any OEP will have a beneficial interest in your options account.
26. RISK DISCLOSURE STATEMENT

YOU ACKNOWLEDGE THAT DUE TO THE VOLATILE NATURE OF

SECURITIES MARKETS, THE PURCHASE AND WRITING OF OPTIONS OVER SECURITIES INVOLVES A HIGH DEGREE OF RISK.

WARNING TO OPTION HOLDERS

YOU UNDERSTAND THAT SOME OPTIONS MAY ONLY BE EXERCISED ON AN EXPIRY DAY (EUROPEAN-STYLE EXERCISE) AND THAT OTHER OPTIONS MAY BE EXERCISED AT ANY TIME BEFORE EXPIRATION (AMERICAN-STYLE EXERCISE). YOU UNDERSTAND THAT UPON EXERCISE SOME OPTIONS REQUIRE DELIVERY AND RECEIPT OF THE UNDERLYING SECURITY AND THAT OTHER OPTIONS REQUIRE A CASH PAYMENT.

YOU ARE AWARE THAT AN OPTION IS A WASTING ASSET AND THERE IS A POSSIBILITY THAT AS AN OPTION HOLDER YOU MAY SUFFER THE LOSS OF THE TOTAL PREMIUM PAID FOR THE OPTION. YOU ARE AWARE THAT AS AN OPTION HOLDER IN ORDER TO REALIZE A PROFIT IT WILL BE NECESSARY TO EITHER EXERCISE THE OPTION OR CLOSE THE LONG OPTION POSITION IN THE MARKET. UNDER SOME CIRCUMSTANCES IT MAY BE DIFFICULT TO TRADE THE OPTION DUE TO LACK OF LIQUIDITY IN THE MARKET. YOU ARE ALSO AWARE THAT KGI HAS NO OBLIGATION EITHER TO EXERCISE A VALUABLE OPTION IN THE ABSENCE OF YOUR INSTRUCTION OR TO GIVE TO YOU PRIOR NOTICE OF THE EXPIRATION DATE OF THE OPTION.

WARNING TO OPTION WRITERS

YOU ARE ALSO AWARE THAT AS A WRITER OF AN OPTION YOU MAY BE REQUIRED TO PAY ADDITIONAL MARGIN AT ANY TIME. YOU ARE AWARE THAT AS AN OPTION WRITER, UNLIKE AN OPTION HOLDER, YOU MAY BE LIABLE FOR UNLIMITED LOSSES BASED ON THE RISE OR FALL OF THE PRICE OF THE UNDERLYING SECURITY AND YOUR GAINS ARE LIMITED TO THE OPTION PREMIUM.

ADDITIONALLY, WRITERS OF AMERICAN-STYLE CALL (PUT) OPTIONS MAY BE REQUIRED AT ANY TIME BEFORE EXPIRY TO DELIVER (PAY FOR) THE UNDERLYING SECURITIES TO THE FULL VALUE OF THE STRIKE PRICE MULTIPLIED BY THE NUMBER OF UNDERLYING SECURITIES. YOU RECOGNIZE THAT THIS OBLIGATION MAY BE WHOLLY DISPROPORTIONATE TO THE VALUE OF PREMIUM RECEIVED AT THE TIME THE OPTIONS WERE WRITTEN AND MAY BE REQUIRED AT SHORT NOTICE.

27. You agree and understand that, save as expressly provided in the Agreement including this Schedule or in the Options Trading Rules or the Clearing Rules and any other applicable laws, regulations or rules, and then only for the purposes so required, KGI is acting as agent and not as principal.
28. KGI agrees to provide you, upon request, with the product specifications for Options Contracts.
29. KGI will notify you of material changes in respect of KGI's business which may affect the services KGI provides to you.
30. You confirm that you have read and agree to the terms of the Agreement including this Schedule, which have been explained by KGI to you in a language that you prefer.

THIRD SCHEDULE (Terms for Market Data Service)

1. INTRODUCTION

1.1 Application

This Third Schedule applies to each client of KGI who is allowed to access or receive the Service (as defined below).

1.2 Definitions

In this Schedule the following expressions shall have the following meanings:

"Content" includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Service;

"*EasyQuotes*" means the information service (provided at a fee determined by KGI) under which certain market price or information is displayed or provided in response to each request but which said display or provision will not be updated until there is another request;

"Fees" means any subscription fee (including fee for any basic service and fees for any optional services, where applicable) which is payable in advance of each Subscription Period or upon KGI's demand by the Subscriber associated with the Subscriber's use of and/or access to the Service together with such other third party charges, access fees and other fees and charges as may be charged by KGI from time to time, and whether or not as agent, for the Subscriber's use and/or access to the Service (and any other person's use and/or access to the Service where such person was able to access or receive the Service by using the Login ID and Password) and/or the on-line delivery of Content for the period of the Subscription Period;

"Login ID and Password" means any unique personal identifiers issued by KGI to the Subscriber for gaining access to the Service;

"*QuoteWizard*" means the information service (provided at a fee determined by KGI) under which certain market prices, news, charts, global indices, currency exchange rates, stock rankings based on specific criteria, information on buyers and sellers and/or financial data on companies are displayed or provided and which said display or provision may be updated continually with the latest information. Such service may also give the Subscriber unlimited number of price quotes when using *TouchToneTrade* through the phone or other specified channel;

"Renewal Date" means the date immediately after the last day of the Subscription Period;

"Service" means the on-line service (including any basic service and optional services) provided by KGI as part of *QuoteWizard* or *EasyQuotes* and/or any similar or other market data service which the Subscriber wishes or is allowed to access or receive via the Internet, the World Wide Web, the phone and/or other electronic communication channel;

"Sources" means all Content suppliers including but not limited to The Stock Exchange of Hong Kong Limited and any other

exchanges and specialist data providers whose Content is contained within the Service;

"Subscriber" means the client identified in the Account Opening Form or other subscription document (however described) prescribed by KGI from time to time and provided by or on behalf of such client to KGI and who is allowed to access or receive the Service; and

"Subscription Period" means the period of the Service for which the Fees have been paid to KGI or such other period as may be specified or approved by KGI from time to time.

2. LICENCES AND MUTUAL OBLIGATIONS

2.1 Obligations of KGI

2.1.1 In consideration of Subscriber paying to, and KGI receiving, all sums due and owing under this Schedule, KGI shall grant to Subscriber a non-exclusive non-transferable limited licence to access or receive the Service in accordance with the terms and conditions of this Schedule and subject to any and all copyright notices or restrictions applicable to the Service and its Content and such licence shall not permit local area network or wide area network distribution of the Content and is for individual use only.

2.1.2 KGI shall authorize for each Subscriber one Login ID and Password for access by Subscriber to the Service.

2.1.3 KGI reserves the right at all times to (i) immediately suspend the Subscriber's access to or receipt of the Service without notice, where KGI is of the opinion that the Subscriber has breached any of the terms contained in this Schedule or that such action is appropriate, desirable or necessary in the reasonable opinion of KGI; (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this Schedule which amendments shall be notified to the Subscriber by posting them on-line or via post or electronic mail and which shall take effect 7 days after any such posting is made or otherwise on any other date specified by KGI.

2.1.4 KGI may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Subscriber, the presentation, substance or functionality of any Content.

3. OBLIGATIONS OF SUBSCRIBER

3.1 The Subscriber agrees to pay all Fees due to KGI in accordance with the terms of this Schedule and in the case of overdue payments, the Subscriber authorizes KGI to debit the Subscriber's account with KGI or credit or charge card (if any) with the amount of any Fees which are due from time to time.

3.2 KGI collects from Subscriber all royalties and fees imposed by Sources which supply data to Subscriber. Subscriber understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the Subscription Period.

3.3 Subscriber shall inform KGI within 10 days of any change in name, address or billing information provided by Subscriber to KGI to use the Service.

- 3.4 Subscriber acknowledges that the Service and the Content are proprietary to and/or the copyright of KGI and/or KGI's holding companies, subsidiary companies or associated companies and/or Sources and are for use solely by the Subscriber, and the Content provided by the Service may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of KGI and, where necessary, the Sources.
- 3.5 Subscriber shall forthwith notify KGI in writing of any misuse of, or infringement of, the copyright of any Content.
- 3.6 The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of KGI's servers, their Content and/or any data areas for which the Subscriber has not been authorized by KGI.
- 3.7 The Subscriber shall not assign, transfer or sub-license all or any part of its rights or obligations under the provisions of this Schedule.
- 3.8 The Subscriber shall not use or permit the use of the Content or any part thereof for any illegal purpose or any other purpose not allowed under the provisions of this Schedule.
- 3.9 The Subscriber shall not use the Content or any part thereof other than in the ordinary course of its own business (which shall not include any dissemination to third parties).
- 3.10 The Subscriber shall not use the Content or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing an off market or a trading floor or dealing service where trading in (i) securities listed on an exchange or of a type capable of being so listed or (ii) any other securities relating to securities described at (i) above is being undertaken otherwise than at or through such exchange.
- 3.11 The Subscriber shall allow KGI or any person authorized by KGI in writing to, upon receiving KGI's written request, inspect promptly thereafter the premises and records of the Subscriber for any lawful purpose in connection with the provisions of this Schedule including but not necessarily limited to the purpose of satisfying that the Subscriber is not using the Content or any part thereof contrary to any provision under this Schedule.

4. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITIES

4.1 Disclaimer of Warranty

Subscriber expressly acknowledges and agrees that the Service is provided to it on an 'as is' basis and that its use of its Content is at its sole risk. Neither KGI nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this Schedule) relating to the Service including any Content furnished through the Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. KGI and the Sources endeavor to ensure the accuracy and reliability of the Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

4.2 Limitation of Liability

- 4.2.1 Neither KGI nor the Sources shall be liable to Subscriber or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by KGI's or the Sources' negligence in procuring,

compiling, interpreting, editing, reporting or delivering any Content. In no event will KGI or the Sources be liable to Subscriber for any direct, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to the Service or its use.

- 4.2.2 Notwithstanding the foregoing, KGI's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall not in any event exceed the subscription fee paid by the Subscriber to KGI under the terms of this Schedule for a period of six months.
- 4.2.3 Subscriber shall indemnify KGI and the Sources, their respective servants and agents, and hold KGI and the Sources, their respective servants and agents, harmless against all claims, liabilities, losses, damages and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against KGI and the Sources, their respective servants and agents, as a result of the use by Subscriber of the Content or part thereof.

5. TERM AND TERMINATION

5.1 Term

This Schedule shall be deemed to take effect upon first approval by KGI for the Subscriber to access or receive the Service and shall continue until the termination of this Schedule. Unless otherwise terminated pursuant to Clause 5.2 of this Schedule, this Schedule shall be automatically renewed at the expiry of each Subscription Period and shall continue from one Subscription Period to the next.

5.2 Termination and Effect

- 5.2.1 Either party may terminate this Schedule at any time on the giving of not less than one month's notice prior to the Renewal Date to the other party expiring at the end of a Subscription Period. The Subscriber may not terminate this Schedule in the middle of a Subscription Period.
- 5.2.2 KGI may terminate this Schedule forthwith at any time without notice to the Subscriber if the Subscriber breaches any term of this Schedule or if the Subscriber's use of or actions in connection with the Service are inappropriate in the reasonable opinion of KGI.
- 5.2.3 Upon the effective date of termination of this Schedule (i) all licences and other rights and privileges granted to the Subscriber under the terms of this Schedule shall forthwith cease; and (ii) the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Schedule.
- 5.2.4 Any termination of this Schedule shall not affect or prejudice the rights and obligations of both parties accrued prior to such termination.

6. GENERAL

6.1 Notice

All notices to be provided pursuant to this Schedule shall be in writing sent by personal delivery, facsimile transmission, electronic mail or by post, to the appropriate party at such party's last known address or address last notified to the other party in writing or as otherwise agreed in writing between the parties. Such notice shall be deemed effective, in the case of personal delivery on the date of actual delivery; in the case of facsimile transmission or electronic mail, on the date of transmission; and in the case of postal mail, on the date set forth on the postal mark.

6.2 Invalidity

If any term or provision in this Schedule shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Schedule and the enforceability of the remainder of this Schedule shall not be affected.

6.3 Entire Agreement

The provisions of this Third Schedule shall replace all previous agreements between the parties in relation to the subject matter of this Schedule. This Schedule forms the entire understanding between KGI and the Subscriber concerning the subject matter of this Schedule and all other statements, representations and warranties in relation to the Service whether expressed or implied by statute, law or otherwise howsoever are excluded.

6.4 Personal Data etc.

6.4.1 Subscriber authorizes KGI to release and supply personal data and other information of the Subscriber to KGI's related companies and the Sources and any regulatory bodies.

6.4.2 The Subscriber understands that the Subscriber's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Subscriber shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

6.5 Governing Law and General Provisions

6.5.1 The validity construction and performance of the provisions of this Schedule shall be governed by the laws of the Hong Kong Special Administrative Region and both KGI and the Subscriber submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

6.5.2 The provisions of this Schedule may, at KGI's sole discretion, be changed from time to time upon giving the Subscriber prior notice by such means as KGI may decide.

6.5.3 In the event of discrepancy between the Chinese text and the English text of this Schedule, the English version shall prevail.

客戶協議書
(中文版本，只供參考)

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標準條款及細則 (證券交易)

(中文版本, 只供參考)

鑒於凱基證券亞洲有限公司(“凱基”, 此名稱包括凱基的總行及不論位於何處的各分行, 以及凱基的權益繼承人及受讓人)所提供的證券交易、融通便利及有關的服務, 在開戶表¹上識別為客戶或由凱基核准的有關客戶並按該客戶的要求或為其於凱基開立一個或以上帳戶的該客戶同意接受及受不時可由凱基修改或增補的載於上述開戶表、本標準條款及細則(“標準條款”)及附於本標準條款而適用的第一附表、第二附表及第三附表的條款及細則(統稱“本協議”或“協議”)所約束。除非凱基另有明確的書面協議, 否則本協議的條款及細則適用於所有上述向該客戶(“你”, 此名稱視屬何情況而定包括該客戶的繼承人、遺囑執行人、遺產管理人、遺產代理人及繼任人及所有前述“你的”須作相應的詮釋)提供的服務及便利。如果你與凱基進行交易或繼續與凱基進行交易, 這將會構成你接納凱基的條款(有關條款將成為凱基與你的協議的一部份)及構成你與凱基之間的一份具法律約束力的合約。本協議將會取代及排除你與凱基就本協議的標的事宜而先前達成的任何業務條款。

1. 代理及授權的範圍

- 1.1 你或你的獲授權代理人²可向凱基發出指示(凱基有絕對酌情權拒絕接納有關指示)以代你執行證券³及其他交易。凱基可就據稱或其合理地相信源自你或你的獲授權代理人或由你的代表發出的口頭、書面或電子形式的指示而行事。凱基無責任去核對發出這些指示的人士以何種身份行事。凱基將作為你的執行代理人, 並且不會就你的交易的價值、特點或適切性作出任何保證。
- 1.2 若你被凱基許可進行保證金或股票期權買賣或使用市場報價服務及其他有關服務, 你亦進一步受到本協議的第一附表、第二附表及/或第三附表的條款及細則所約束(視情況而定)。
- 1.3 凱基可根據其絕對酌情權決定以何種形式透過其聯屬人⁴、任何交易所或結算所的會員或參與者, 或有關市場的經紀執行你的證券交易。凱基通常是作為你的執行代理人, 而如果凱基本身是作為你的交易對手, 這將會在有關的成交單據中向你披露。你同意凱基無須就任何與你或代你進行的交易或業務所獲取的或向任何人士提供的佣金、報酬、回佣或其他利益向你作出任何交代。
- 1.4 凱基代你進行的證券交易須受到有關市場、交易所、結算所或司法區所不時修訂的法律、規例、憲章、附例、規則、習慣、用法、裁定、詮釋及交易徵費所約束。
- 1.5 你同意及謹此不可撤銷地委任凱基並賦予其全面的權力及權限, 作為你的真正及合法受權人(在法律許可的全面範圍內)去為你及代表你執行本協議的條款, 並於凱基認為在履行本協議的目的有所需要或合宜之時, 以你或凱基本身的名義簽立任何文件或文書。
- 1.6 只有你的獲授權代理人擁有獲得你在凱基開立帳戶的全權委託授權的權利, 而且他們必須遵守適用的法律、規則、規例及監管要求(不論是否法定要求)以執行他們獲得的授權。凱基及其董事、高級職員、僱員及代理人不可作為獲授權代理人身分行事, 並且不得就你在凱基開立的任何帳戶獲得任何全權委託授權。凱基不會就任何人士違反本條款規定而作出或沒有作出的任何事情負上任何義務或責任。

¹ “開戶表”指凱基不時指定及由有關客戶向或代表其凱基所呈交與該客戶申請於凱基開立一個或以上帳戶有關的開戶表或其他文件(不論實際如何稱述)。

² “獲授權代理人”指根據凱基所要求的形式, 不時向凱基知會該等獲你授權而可向凱基發出指示的人。

³ “證券”指任何根據法律名為證券或通常稱為證券的權益、權利或財產(不論屬文書或其他形式), 包括但不限於: (a) 任何人士、政府或市政府當局的或由其發行的股份、股額、債權證、債權股額、基金、存款證、債券或票據; (b) 在(a)段所述各項目中的或關於該等項目的權利、期權、遠期合約、期貨或權益(不論以單位或其他方式描述); (c) 在(a)段所述各項目的證明書或收據, 或認購或購買該等項目的權證; 及(d)在任何集體投資計劃中的權益。

⁴ “聯屬人”就任何一方而言, 指其直接或間接擁有的任何實體; 任何直接或間接擁有該方的實體; 任何與該方一樣直接或間接地由同一擁有人所擁有的實體; 或任何該等實體的董事、高級職員或僱員。

2. 交易慣例

- 2.1 凱基在適當考慮過市場慣例、適用規例及對所有客戶是否公平之後, 可決定在執行你的買賣盤時的優先次序。
- 2.2 凱基可在沒有事前向你提及的情況下, 將你的買賣盤與其他客戶的買賣盤合併執行。這可能較獨立地為你執行買賣盤而為你帶來較有利或不利的執行價格。如果未有足夠的證券以滿足這些經合併的買賣盤, 凱基可在適當地考慮市場慣例及對客戶是否公平後, 將有關交易在其客戶之間分配。
- 2.3 對於因為通訊設施的損壞或失靈或因任何凱基無法控制的失誤而導致買賣盤的傳送出現延誤或失敗, 凱基將無須承擔責任。
- 2.4 由於客觀環境的限制及證券價格迅速改變, 凱基可能未必能夠全數執行或依照在某個時間的報價或按照“最佳價”或“市價”執行你的買賣盤, 但你仍同意受有關交易的約束。
- 2.5 取消或修改你的買賣盤的要求, 只可在有關買賣盤獲執行之前才可以被接納。如果你要求取消的買賣盤已經全數或部份被執行, 你同意會對有關交易負上全部責任。
- 2.6 市價買賣盤可能會因為市況波動而導致以不利的價格被執行。此外, 由於市價買賣盤會即時被執行, 因此通常很難予以取消。
- 2.7 除非你另行指明, 否則你的買賣盤會在你落盤當日整日有效。一直有效的買賣盤將持續有效以待執行, 直至被你取消則除外。該買賣盤可在取消之前的任何時間被執行, 而你同意就該等交易承擔一切責任。
- 2.8 凱基在替你執行買賣盤後, 將會向你發出交易確認, 及其後向你發出有關的結單, 扼要列出你的帳戶的記項。如果你在收到有關交易確認以後的24小時之內及在收到有關結單7日之內不提出任何異議, 則該等交易確認及結單於你而言將作為有關交易的最終記錄及具有約束性。
- 2.9 若凱基向你提供有關衍生產品(包括期權)的服務, 凱基應按照你的要求向你提供有關該產品的規格或章程或其他要約文件。
- 2.10 你確認除非凱基實際收到你關於某一項或以上指定交易的相反意向的書面通知, 否則你將一直不會指示凱基在香港聯合交易所或透過香港聯合交易所傳達或接受屬賣空指示(其釋義按《證券及期貨條例》(香港法例第571章)(“證券及期貨條例”)附表1第1部第1條所訂定)的出售證券指示。
- 2.11 在不影響上述第2.10條的原則下, 關於每一個按你的指示在香港聯合交易所或經由香港聯合交易所進行的賣空指示, 你明白《證券及期貨條例》第170條及第171條及其相關的附屬法例的有關條款, 並同意確保你及任何其他有關人士將會遵守該等條款。
- 2.12 你明白凡凱基以代理人身份售賣證券, 不得在香港聯合交易所或透過香港聯合交易所傳達或接受任何屬賣空指示的指示, 除非凱基按照《證券及期貨條例》的有關規則訂明的時間內, 已從你或(如該指示是為其他人的利益或代其他人作出)該其他人士收取以文件形式提供的如此訂明的資料(如有的話)。
- 2.13 你明白及同意凱基可使用電話錄音系統將凱基與你及你的獲授權代理人等的對話交談錄音。你聲明及保證每個獲授權代理人亦同意凱基進行此等錄音。

3. 電子交易

- 3.1 凱基可向你提供電子交易設施及服務, 其中可包括但並不限於“網上

投資服務”、“音頻電話投資服務”及/或“PDA 投資服務”等（統稱“電子交易服務”），而有關設施及服務是按照本協議及凱基不時指明的其他條款而提供的。

- 3.2 當使用電子交易服務時，你保證你本人是你的交易密碼⁵的唯一獲授權使用者及將會就所有透過使用你的交易密碼發出的買賣盤及所有進行的交易承擔責任。你並且保證會小心地去使用你的交易密碼。
- 3.3 你不會及不會嘗試影響、修改、以破解編程或反向編程方式或以任何方式改變或在未獲授權的情況下使用電子交易服務。
- 3.4 當你於線上開立帳戶時，除了透過在互聯網上填妥及交回本協議外，你同意及承諾交回你填妥及簽署並經由專業人士（例如銀行分行經理、執業會計師、律師、公證人或任何其他凱基可接受的人士）所見證或驗證的本協議的硬本。凱基有權拒絕執行你的指示直至凱基已收妥上述的硬本。
- 3.5 除非你的帳戶有足夠的已結算款項或證券以進行交收，否則凱基並沒有義務執行你的指示，但凱基同意者除外。
- 3.6 除非及直至你收到凱基的信息表示已收到或確認已執行你的指示，否則凱基不得被視為已收到你的指示或已執行你的指示。你同意如果你沒有收到凱基就你的指示而發出的已收到或確認已執行的信息，或你收到涉及並非由你作出指示的交易的任何信息，或你發現任何有關你的交易密碼的未獲授權的使用，你會即時通知凱基。
- 3.7 電子交易服務為你提供額外的途徑以便向凱基發出指示或查閱有關你戶口的資料。你亦可直接致電凱基的營業員發出指示或進行查詢。如果你透過電子交易服務聯絡凱基時遇到困難，你可以使用其他的方法與凱基聯絡，並通知凱基你所遇到的困難。
- 3.8 你同意在發出每個指示之前會加以複核，因為你的指示一經作出，便可能無法取消。
- 3.9 你可以就存款、提款及轉移證券向凱基作出線上指示，然後再補交有關的書面指示。惟凱基獲授權可按其酌情權祇根據你的線上指示去執行有關的指示。當凱基收到你的已結算款項及證券，你的帳戶便會記入有關的款項及證券。
- 3.10 如涉及轉移證券，你須負責安排有關的第三者向你交付證券或收取你的證券，而因此招致的任何處理、轉移及託管費用將會由你承擔。
- 3.11 電子交易服務純粹是為著提供參考信息而向你提供由第三者所發佈的有關證券、衍生產品、互惠基金及其他投資產品的信息。由於市況波動及數據傳送過程可能出現的阻延，有關的報價可能並非該等產品的實時市場報價。儘管凱基相信該等信息是可靠的，但它沒有任何獨立的基礎可以核證或反駁有關方面所提供的信息的準確性和完整程度。任何人士不得從該等信息來推論凱基對該等信息作出推薦或認可。
- 3.12 電子交易服務所提供的信息是按照“現況”及“現時所供應”的基礎而提供的，及凱基不會擔保該等信息的及時性、次序、準確度、充份程度或完整程度。就該等信息而言，凱基沒有作出任何明示或默示的保證（包括但不限於可商售性或適合作任何某種用途的保證）。
- 3.13 不論本協議中任何其他條款的規定，若你是使用電子交易服務的客戶，於你的買賣指示被執行之後，你接受凱基可以而你亦同意收取凱基通過電子告示方式向你的帳戶發出或通過其他電子方式向你發出成交單據以取代印本形式的成交單據。於凱基發出該些信息之後，你可隨意讀取該些信息。若有需要的話，你必須儘促將該些信息列印出來或作出你自己的安排，以作你自己的紀錄。凱基也會以郵遞或其他方式向你提供有關的定期結單，總結你帳戶內的記帳情況。
- 3.14 你接受透過互聯網或其他電子方式或便利設施通訊及進行交易及接受或取用服務的風險。

4. 交收

- 4.1 如凱基代你執行買入或出售交易，你將要在凱基要求之時或在到期交收日按照凱基或有關的交易所或結算所的要求向凱基支付已結算的款項

⁵ “交易密碼”指你的通行密碼、個人身份密碼、使用者密碼或任何就你使用電子交易服務而不時向你知會的密碼。

或以可交付的形式向凱基交付證券。如果到該時間或日期你未有這樣做，凱基獲得你授權根據其絕對酌情權：

- (a) 如屬買入交易，轉移或出售你帳戶內任何的證券（包括該等已購入的證券）以履行你的義務；或
 - (b) 如屬出售交易，借入及/或買入所需的該等已出售的證券，以履行你的交收義務。
- 4.2 你須付還凱基就你的交易的任何交收失誤而可能須支付的任何數額或溢價及任何的損失、成本、費用及開支（包括根據全數彌償基礎計算的法律費用）。
 - 4.3 為著方便你準時進行交收，凱基可根據其絕對酌情權向你借出股票或代你借入股票以交收你的出售交易。凱基亦可以其名義或其聯屬人或任何人的名義及根據其最終決定的條款代你或為你的利益訂立證券借貸安排。你須彌償凱基任何在該等安排之下所需的保證金、證券或抵押品的維持金額及費用。凱基不會保證或擔保這種賣空便利將會獲得提供或繼續獲得提供。
 - 4.4 凱基根據本協議而進行的任何交易、交收、行動或步驟所涉及的外匯兌換風險將由你承擔。
 - 4.5 以執行你的指令或行使凱基在本協議下或在你的任何帳戶下的權利為目的之情況下，凱基可（在任何時候按其獨有及絕對酌情權及並無責任的情況下）將你任何帳戶內或你所結存的任何幣別的任何金額兌換成任何其他貨幣。滙率損失和兌換成本須由你承擔。

5. 擁有條款

- 5.1 為你購買的證券將會交付給你（或如你所指示），但：
 - (a) 該等證券須已全數付清代價；及
 - (b) 該等證券並沒有受到任何留置權約束，及/或並非由凱基或其聯屬人持有作為抵押品。
- 5.2 凱基的客戶證券及客戶抵押品所獲取的對待及處理須符合《證券及期貨條例》及其有關規則條文的規定，因此不時代你收取的有關證券將被存放於在認可財務機構、獲香港證券及期貨事務監察委員會（“監察委員會”）核准的保管人或另一獲發牌進行證券交易的中介人處開立而為持有有關的客戶證券目的而在香港開立及維持的獨立帳戶作穩妥保管或以你或凱基的有關實體的名稱登記。
- 5.3 凱基將不會向你交還你原先所交付或存放的證券，而只會向你付還同一類別、面值、名義數額及等級的證券。
- 5.4 凡由凱基代你持有的證券並不是以你的名義登記，則任何就該等證券的應計股息、分派或利益將會由凱基代收，然後記入你的帳戶。凱基亦可依照你事先的具體指示，就該等證券而代你行使表決權。
- 5.5 在《證券及期貨條例》及其有關規則的規限下，你授權並同意不時代你收取或持有的證券及證券抵押品可按凱基認為適當的方式去對待及處理。你明白該些證券及證券抵押品可能受第三者的留置權或押記所約束，而該等留置權或押記必須於解除後，該些證券或證券抵押品才可以被退還給你。你亦同意凱基有權為其本身的益處保留及無須向你交代源自任何凱基向第三者為任何目的借出或存放你的證券或證券抵押品所獲取的任何收費、收入、回佣或其他利益。
- 5.6 凱基的客戶款項所獲取的對待及處理須符合《證券及期貨條例》及其有關規則條文的規定，因此不時代你收取的有關款項將被存入在認可財務機構或獲監察委員會批准的任何其他人士處開立而為持有有關的客戶款項目的而在香港開立及維持的獨立帳戶。你同意凱基有權為其本身的益處保留及無須向你交代任何代你持有的款項所產生的利息款額。
- 5.7 在《證券及期貨條例》及其有關規則的規限下，你代表你自己及你的聯屬人持續授權凱基及其聯屬人（於無義務的情況下）於兩個或以上你及你的聯屬人於凱基及其聯屬人開設的帳戶（無論是何種性質及是否個別或聯名的帳戶）之間進行款項轉撥而無需你或你的聯屬人任何進一步的同意或被知會，藉此清算或減低你或任何你的聯屬人須向凱基或其聯屬人所須履行的責任或償付的債項。
- 5.8 在不影響凱基的任何其他權利及補救方法的情況下，你同意凱基可處

置或促使凱基的有聯繫實體處置任何不時代你收取或持有的證券或證券抵押品，以解除由你或代你對凱基、其有聯繫實體或第三者所負的法律責任。

6. 費用及收費

- 6.1 凱基將會根據其不時決定及向你知會的計算比率及基礎向你收取佣金。你必須負責應要求支付任何不論為何或以何種形式而在你的帳戶所產生的任何債項及負結餘，包括但不限於佣金、費用、收費、法定收費、稅項、徵費、交付收費等。凱基可從你的帳戶提取現金或出售持有的證券以支付有關的到期費用。
- 6.2 你欠凱基的債項將按照凱基不時向你知會的利率被徵收利息，或如果凱基沒有作出上述的知會，你的港元債項利息將會按照(i)香港渣打銀行所報的最優惠貸款利率加 10%或(ii)一個月香港銀行同業拆息加 12.5%的年息率計算(以較高者為準)。如屬外幣債項，年息率將會是凱基所報的資金成本加 10%(不論其是否有借入有關款項)。
- 6.3 在不影響凱基的任何其他權利及補救方法的情況下，如你的帳戶沒有進行買賣活動有 6 個月或以上，凱基可收取帳戶維持月費，而凱基可訂明有關的應繳收費率或金額及其他條款。有關費用將會自動從你的帳戶中扣除。

7. 彌償

就所有針對凱基(就凱基本身或作為其聯屬人、董事、僱員或代理人的受託人，一律統稱(“獲彌償人士”))而作出的申索、訴訟、責任(不論是否實質或潛在性的)及針對任何獲彌償人士而進行的法律程序而言，你將會全數加以彌償及承擔任何獲彌償人士就履行其義務或提供其服務或行使本協議之下的權利、權力或酌情權，包括由凱基或其聯屬人為保障或強制執行其權利或在本協議之下的抵押品權益(不論是否因你的失責或違反所致)，而蒙受或招致的損失、訟費、費用或開支(包括法律開支)。

8. 留置權、抵銷權及帳戶的合併

- 8.1 在《證券及期貨條例》及其有關規則的規限下，凱基可為其本身或作為其聯屬人的代理人而隨時或不時及在沒有向你作出通知的情況下，及儘管帳戶已作出任何結算或不論其他何種事宜的情況下，將你及/或你的聯屬人在凱基及/或其聯屬人的任何或所有帳戶(不論是何種性質及是否個別或與他人共同持有)加以合併或綜合，及抵銷或轉移任何一個或以上該等帳戶中存有的任何款項、證券及/或其他財產，以清償你及/或你的任何聯屬人在任何其他帳戶所欠凱基及/或其任何聯屬人的欠債、義務或責任，不論該等欠債、義務或責任是現在的還是未來的、實際的還是或有的、基本的還是附屬的、分別的還是合共的，以及是有抵押的還是無抵押的。凡該種抵銷、綜合、合併或轉移須將一種貨幣兌換成另一種貨幣，則該兌換須依照凱基最終決定的兌換率計算。
- 8.2 在你向凱基或其聯屬人全數付還任何及所有欠債之前，凱基對於其代你持有的所有或任何款項、證券及其他財產享有一般性的留置權，並且可持有該等財產作為抵押。
- 8.3 你以實益擁有人的身份謹此將所有不時由你存入或代表你存入凱基的、或為你的帳戶所購買的或持有的或由凱基所掌管或控制的證券或其他財產，包括其任何及所有現時及將來的權利、所有權及權益(統稱“抵押財產”)，以第一固定押記形式押記予凱基及其每個聯屬人(包括但不限於凱基期貨(香港)有限公司)作為你所有對凱基及其每個聯屬人(包括但不限於凱基期貨(香港)有限公司)所應負的任何性質及不時的責任及義務的持續抵押；你並謹此向凱基及其每個聯屬人轉讓及讓予所有上述證券或其他財產。在《證券及期貨條例》及其有關規則的規限下，若你未能就任何你對凱基或其任何聯屬人(包括但不限於凱基期貨(香港)有限公司)的欠債或結欠款項於到期或有關公司作出要求之時清繳該欠債或結欠款項，或有令狀被作出或呈請被提交或議決案被通過要將你破產、清盤或解散，或你被宣佈為無行事能力或死亡，則凱基有權或其有關的聯屬人有權指示凱基(視屬何情況)，按有關公司於出售方式及時間及代價方面的絕對酌情權，將任何抵押財產出售，不論該抵押財產是否以混合形式被持有及不論構成該抵押財產的任何財產是否須依照你或任何獲授權代理人的任何指示被用作交付，並且有權從有關的出售所得數額中扣除為解

除上述欠債或結欠款項所需的數額。為此目的，凱基或其聯屬人所發出的證明書核證你於任何時間的有關欠債或結欠款項的數額及你未能清繳有關欠債或結欠款項的事實，將會是最終的、決斷性的及對你有約束力的證明。

- 8.4 在《證券及期貨條例》及其有關規則的規限下，當本標準條款第 10 條所指的失責事件出現後，凱基有權在不給予任何通知或要求的情況下，採取在上述第 10 條所列出的任何行動，並運用所得款項的淨額(在扣除所有招致的費用、成本及開支後)，以削減你仍欠凱基或其聯屬人的仍未履行的義務或仍未償還的欠債。

9. 陳述、保證及承諾

- 9.1 你向凱基保證、陳述及承諾：
- (a) 你是以主事人的身份訂立本協議，而並不是代表任何其他人進行交易(除非凱基已獲得知會並以書面形式明確地批准)；
- (b) 在開戶表所提供的資料是真實和正確的；
- (c) 你是你的帳戶名下的證券的實益擁有人，而該等證券是沒有任何留置權、抵押、衡平法權益或產權負擔(因本協議所產生者除外)；
- (d) 就你的帳戶內的每宗交易而言，你是最初負責發出該宗交易的指示的人士或實體(不論是否為法律實體)及你是將會從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士或實體(不論是否為法律實體)(除非在開戶表或依據本標準條款第 9.3 條已向凱基披露任何其他人士或實體)；
- (e) 你擁有全權訂立本協議和履行本協議之下的義務及如果你是公司客戶，你已從公司股東及董事取得一切所需的同意及已採取所有所需的行動以令你得以訂立本協議及履行你的義務；
- (f) 本協議及其履行及所載的義務不會及將不會違反任何適用的法規、違反你的公司章程條文或附例(如適用)、或構成為你受其約束的協議或安排所指的違反或失責事宜；
- (g) 在未得凱基的書面同意之前，你不會抵押、質押，或允許你帳戶中的證券或款項存有任何抵押或質押，或就該等證券或款項授予一項選擇權或看來是授予選擇權；及
- (h) 你並非美國公民或居民，但若此非屬實或你的情況日後有任何更改，你將會以書面方式通知凱基。
- 9.2 以上的陳述及保證將會視作為在替你或代表你進行每宗買賣或交易或向你提供任何服務之前已再次重複作出。
- 9.3 如果就你的帳戶任何某宗交易而言，你並非是最初負責發出該宗交易的指示的人士或實體(不論是否為法律實體)或並非會從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人士或實體(不論是否為法律實體)，你承諾及同意於發出該指示給予凱基之前，你會向凱基披露該人士或實體的身份、地址及聯絡與其他詳情。你亦承諾及同意會在凱基作出書面要求的兩日之內，直接向有關的交易所、政府機構或監管機構等披露該等資料。即使根據本協議所作的任何合約終止行動出現，你作出的該等承諾及同意將仍然有效。
- 9.4 如果你是作為任何集合投資計劃、全權委託帳戶或信託的投資經理，而如果你在任何交易的投資酌情權遭推翻，你同意會於向凱基發出有關交易的指示之前，通知凱基有關事實及提供推翻你的投資酌情權的人士的身份及聯絡與其他詳情。你亦承諾及同意會在凱基作出書面要求的兩日之內，直接向有關的交易所、政府機關或監管機構等披露該等資料。即使根據本協議所作的任何合約終止行動出現，你作出的該等承諾及同意將仍然有效。

10. 失責

- 10.1 如果出現以下任何一種情況，你欠凱基或其聯屬人的所有款項包括利息將會在無需任何通知或要求下即時到期及需要清還：
- (a) 如果凱基認為你已經違反本協議的任何主要條款，或你與凱基或其聯屬人的交易中你出現失責；

- (b) 你向凱基作出的任何陳述、保證或承諾在作出時在要項上已屬不正確或在其後在要項上變成不正確；
- (c) 為遵守任何有關交易所或結算所的規則或規例；
- (d) 當你去世或被宣佈失去能力或你本身或有人向你作出破產或清盤呈請，或就你的自願或強制清盤已作出命令或已通過議決案，或已召開會議審議一項指稱你應予以清盤的議決案；或
- (e) 有人向你在凱基或其聯屬人的帳戶發出財物扣押令或類似的命令；

及當在出現以上任何一種情況，凱基將會擁有絕對酌情權，在無需給予通知或要求及在不影響其擁有的任何其他權利或補救方法的情況下，即時：

- (i) 將凱基或其聯屬人所持有屬於你的財產的全部或部份，以其最終決定的方式及條款加以出售或變現，並將所得的淨款項(扣除有關費用、開支及成本後)用以履行你對凱基或其聯屬人應盡的義務或償還你欠凱基或其聯屬人的欠債；
- (ii) 取消任何仍未執行的證券買賣盤；
- (iii) 將你帳戶中的證券長倉的全部或部份出售；
- (iv) 買入證券以填補你帳戶中的全部或部份證券短倉；及/或
- (v) 行使其在本協議之下的任何權利。

10.2 凱基所收取的任何款項將會按照以下的優先次序動用，而任何餘額將會支付給你或按你的指示予以支付：

- (a) 支付凱基為轉移或出售你全部或部份的證券而恰當地所招致的所有成本、費用、法律費用及開支，包括印花稅、佣金及經紀佣金；
- (b) 支付在當時你欠凱基及其聯屬人的到期或未償還總額的應累計利息；及
- (c) 支付你當時欠凱基或其聯屬人的所有到期款項及債項。

10.3 假如凱基違責而導致你遭受金錢損失，你有權向根據《證券及期貨條例》設立的投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。

11. 終止

- 11.1 任何一方可隨時於給予對方不少於一個月的書面預先通知後，終止本協議。但如果你違反或不遵守本協議的條款，則凱基可於無須通知的情況下，立即終止本協議。任何終止行動將不影響該終止行動前的任何交易或損害或影響任何一方於終止行動前的任何權利、權力、責任及義務。
- 11.2 在終止本協議後，你將要即時向凱基償還任何及所有到期或未清繳欠款。另外，任何從前同意提供給你任何戶口內任何結存款項的應付利息，將於本協議終止時立刻停止提供給你。
- 11.3 如果在終止本協議後你的帳戶有任何款項或證券結餘，你同意在終止日期起計的7日之內提取該等結餘。如果你沒有這樣做，你同意凱基可代表你及於凱基無須負責任何損失或後果的情況下在市場上或以凱基合理地決定的方式及時間與價格出售或處置有關證券，並將代表著任何出售所得淨額及你帳戶的款項結餘的總金額(如有)以劃線支票方式寄往你最後為人所知的地址，有關風險則由你承擔，或以凱基認為適當的其他方式退還該總金額(如有)給你。

12. 通知及通訊

- 12.1 在下述情況，凱基所作出的任何通知或通訊須視作為已經作出或發出：
 - (a) 如以信件方式作出，當有關信件以親手方式送遞時有關通知便生效，或以預付郵資郵件方式作出時，如你在香港，則在寄出該郵件兩日後有關通知便生效或如你不在香港，則當該郵件寄出五日後有關通知便生效；及
 - (b) 如果由電傳、圖文傳真、電子郵件或其他電子方式作出，則在有關信息向你傳送或可由你讀取時有關通知便生效。
- 12.2 就任何由你作出的通訊或通知，你必須個人承擔有關風險，及只當

凱基實際收到有關通知後方能生效。

- 12.3 你明確地同意凱基可經電子方式與你聯絡或給予你通知或文件，而你亦同意收取該等電子方式的信息。

13. 一般條文

- 13.1 就本協議所產生的一切事宜而言，時間屬於重要因素。
- 13.2 本協議的權利、權力、補救及特權屬累積性的，並沒有排除任何因法律所訂明的權利、權力、補救及特權。
- 13.3 本協議的每項條文是各別和獨立於其他條文，而如果其中一項或多於一項的條文是或變成無效或未能執行，本協議餘下的條文的效力、合法性及執行性將不會因此而受到任何影響或減損。
- 13.4 凱基可在無需知會你或得到你的同意而有權將凱基在本協議或在本協議之下的全部或部份權利、權益或義務向第三者出讓、轉移或出售。你如果未有取得凱基的事先書面同意，你不得將你在本協議或在本協議之下的權利、權益或義務出讓、轉移或出售予第三者。
- 13.5 凱基是依照其個人資料收集聲明來收集和和使用你的個人資料，而你可隨時索閱該份聲明的副本。你明白作為個人客戶你有權向凱基的個人資料保護主任提出書面的要求去查閱被持有關於你的個人資料及(若適用者)要求更改該些資料錯誤的地方。除非你以書面方式通知凱基的個人資料保護主任你相反的意向，否則凱基獲得關於你的個人資料可被用作向你推廣可能你有興趣的產品及服務的用途。你同意凱基可按其不時的政策及處理方式披露你的個人資料給予某些人士或某些類別的人士及使用你的個人資料作某些用途。
- 13.6 你明白你的個人資料可被提供予信貸資料服務機構及於欠帳時給予收數公司。你有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。
- 13.7 凱基會將關於你及你的帳戶的資料保密，除非凱基須將你的資料向有關交易所、證券監管機構、政府當局、或依據任何法院命令或明文法規要求須向他人披露者則除外。凱基將會無需知會你或無需取得你的同意而遵守上述要求。此外，凱基亦會將你的資料向凱基的聯屬人、代理人、承讓人或分判商披露，而凱基無需就此等披露所產生的後果對你承擔任何責任。
- 13.8 當凱基以任何身份為他人行事而掌握的任何資料，凱基沒有責任向你披露。然而，凱基將會採取合理步驟以防止出現利益衝突。而當無可避免出現該等衝突時，凱基會採取步驟以確保凱基的客戶得到公平對待。
- 13.9 凱基有絕對酌情權不時增加、修訂、刪除或取代本協議任何條款，並通知你有關改變，而該等改變將會在有關通知指明的日期生效。
- 13.10 凱基及你互相向對方承諾，如在本協議內提供的有關資料(按不時生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》(“證監操守準則”)第6.2(a)、(b)、(d)、(e)及(f)段所訂明者)有任何重要的變更，均會通知對方。
- 13.11 如果你是聯名帳戶持有人，你們在本協議之下的責任屬各別及共同的責任，而凱基可行使其絕對酌情權對你們任何一人或你們全部採取追索行動。除非以本協議所述方式終止本協議，否則任何一名聯名帳戶持有人的去世不會令本協議終止。凱基向任何其中一名的聯名帳戶持有人作出的通知、支付及交付，將會全面及充分地解除凱基根據本協議須作出通知、支付及交付的義務。你們亦授權凱基可接受或執行任何其中一名的聯名帳戶持有人的指示。為免生疑問，於一名聯名帳戶持有人去世時，該帳戶持有人於聯名帳戶下的一切權利及權益，按照生存者取得權的規則施行歸賦於該帳戶的生存者。
- 13.12 只要凱基及其聯屬人是以良好信念行事，凱基及其聯屬人無須就延遲或未有履行其義務或因此而導致的任何損失、損害或費用承擔責任。此外，凱基及其聯屬人無須對任何直接或間接地源自任何無法控制的事件的後果負責。該等事件包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、通訊設施的故障或停頓、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐嚇將會發生的恐怖主義行為、天災及任何凱基的控制範圍以外的行為，包括在公元2000年前、期間或之後凱基及/或其代理人、供應商、賣方或對手的任何器材或相關軟件的依賴日期的數據、運算、輸出、運作及其他功能的錯誤、不足或千禧年問題。

- 13.13 你授權凱基就你進行信貸調查及查詢，以確定你所提供的任何資料及你的財務狀況及投資目標。
- 13.14 即使未有或延遲行使本協議的任何權利、權力或特權的全部或部份，亦將不會使人假設此等情況構成放棄或排除日後行使該權利、權力或特權。
- 13.15 你確認你已收到及閱讀過應你的選擇而以英文或中文所編印的本協議及你明白和接納本協議所列條款。如本協議的中、英文版本有任何分歧，概以英文版本為準。
- 13.16 所有本協議述及的法例、規則或規例的條款，是包括該等條款不時修改或重訂後的條款。
- 13.17 於本協議內所有祇含單數意思的文字包括複數，相反亦言；而祇含某一性別意思的文字包括其他所有性別。本協議各項條文的標題僅供參考，並不影響本協議的詮釋。

14. 準據法

- 14.1 本協議及其所有權利、義務及責任將會依照中華人民共和國香港特別行政區的法律約束、詮釋及執行。你亦同意不論你居住的所在地或註冊地點為何，任何與凱基的爭議將會按凱基絕對的酌情考慮交予監察委員會處理，而不會交予任何司法區的其他證券監管機構處理。
- 14.2 如果你是在香港以外地方居住或註冊的人士或公司，你必須立刻於凱基提出要求的時候委任一名於香港的人士或代理人作為你的法律文件接收人，以收取任何涉及你的法律訴訟的有關通知及通訊，而你亦同意就在香港法院進行的法律訴訟而言，任何對法律文件接收人的法律文件送達，即構成對你的法律文件的妥善送達。
- 14.3 你不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。
- 14.4 本協議的條文不得在運作上消除、排除或限制在香港法律之下你的任何權利或凱基的任何責任。

15. 風險披露

證監操守準則附表 1 指明的有關風險披露聲明將會夾附。

第一附表

(保證金融資/孖展買賣條款) (中文版本, 只供參考)

若你的帳戶被許可進行保證金交易(即為證券保證金買賣帳戶), 而因此凱基同意應你的要求向你提供及/或繼續提供融通便利(“該項融通便利”)使你進行證券、期貨及/或期權的交易, 你同意以下的條款及細則:

1. 該項融通便利是依據在本第一附表所列條文、任何由凱基向你發出的融通便利函件及凱基不時所指定的條件(統稱“融通便利條款”)向你提供的。本第一附表是補充其所依附的標準條款及細則(“標準條款”)而如該等標準條款與融通便利條款有任何衝突, 以融通便利條款為準。
2. 該項融通便利在接獲要求便需立即付還, 並可由凱基根據其絕對酌情權予以更改及終止。凱基在任何時候均無義務向你提供任何墊支。
3. 你授權凱基可動用該項融通便利, 以交收你因為以下原因而欠凱基或其聯屬人的款項: 你透過凱基或其聯屬人購買證券、凱基或其聯屬人就你的期貨及期權持倉而要求你就維持保證金的責任的要求, 或你欠凱基或其聯屬人的任何佣金或其他責任、費用及開支。
4. 你明白到如任何下列情況適用, 凱基將沒有任何義務作出或繼續作出任何墊支:
 - (a) 如你未能履行任何融通便利條款的條文或該等標準條款;
 - (b) 凱基認為你的財政狀況有或已經有重大的負面改變, 或任何人士的財政狀況有或已經有重大的負面改變而可能會影響你解除在本協議之下的責任或履行你在本協議之下的義務;
 - (c) 提供墊支將會令有關的借貸比率限制被超過; 或
 - (d) 凱基根據其絕對酌情權認為在保障其本身的利益起見, 這樣做是審慎及適宜的。
5. 只要你對凱基存在任何債項, 凱基有權在任何時候及不時拒絕你從你的帳戶提取任何或全部款項及/或證券的要求, 以及你在未獲得凱基事先同意之前, 無權從該帳戶提取全部或部份的款項及/或證券。
6. 當凱基要求你以款項、證券及/或其他抵押品支付存款或保證金, 你必須不時或即時依照凱基所指明的數額, 在指定的時間內以指定的形式遵辦, 藉此對該項融通便利向凱基提供足夠保證。你所須要支付的款項, 必須在到期支付當日的早上 10 時之前, 以當日款項形式存入凱基指定的帳戶。
7. 如果你不能遵守本附表第 6 條, 這將會構成該等標準條款及融通便利條款所指的失責行為, 而凱基將會在不影響其在融通便利條款及在法律上的任何其他權利的情況下, 有權無須給予通知或要求而終止該項融通便利, 將你的帳戶清戶、出售你的證券、取消你所發出但仍未執行的買賣盤, 以及就你所作出的出售交易借入或買入證券以作交收之用, 而所得款項將用作減低你欠凱基及/或其聯屬人的債項, 而你欠凱基的任何債項亦即時到期及須予以清還。
8. 你以實益擁有人的身份, 謹此以第一固定抵押形式, 向凱基抵押所有你於現有或將來任何時候存放在、轉移或令其轉移往凱基或其聯屬人或代名人的或由凱基或其聯屬人或代名人持有的或於凱基或其聯屬人擁有任何權益、所有權或權益的情況下(不論在每個情況下是為抵押、穩妥保管、收取或其他的目的)轉移往任何其他人士或由任何其他人士持有的所有證券及其他財產的各種權利、所有權、利益及權益。這些包括但不限於凱基或其聯屬人不時為任何目的而持有、託管或控制的證券(包括任何額外或被替代的證券或就該等證券或額外的或獲替代的證券的應累計或在任何時間透過贖回、分紅、優先權、選擇權或其他形式所提供的有已支付或需支付的股息或利益、權利、權益、款項或財產)(統稱“抵押證券”)以作為持續的抵押品(“該抵押”), 以便你在接獲要求後償付你可能欠凱基或其聯屬人的所有款項及債項(絕對或是或有的)及在現時或將來履行融通便利條款下的義務, 或你可能不論為何種原因或以何種形式而欠凱基的債項(不論是單獨或與任何其他人士一起及不論是那種名稱、形式或商號), 連同由作出還款要求日期至付還日期期間的利息, 以及在凱基及其聯屬人記錄中所列的任何佣金、法律及其他費用、收費及開支。
9. 即使你作出任何中期支付或清結帳戶或全部或部份付清你欠凱基及/或其聯屬人的款項及即使你在凱基的任何帳戶已清戶及其後已重新開戶或你單獨或與其他人其後開立任何帳戶, 該抵押將仍屬一項持續的抵押, 並將涵蓋全部或任何當其時在任何帳戶或其他地方顯示出你欠凱基或其聯屬人的所有或任何結餘欠款。
10. 你陳述及保證你合法地實益擁有抵押證券, 及你擁有良好權利及所有權將該等證券存放予凱基或其聯屬人, 及該等證券不受任何類別的留置權、抵押權或任何產權負擔所約束及現時或將來亦不受任何選擇權所規限, 以及構成抵押證券的任何股額、股份及其他的證券現時已被全數繳足股款及將會被全數繳足股款。
11. 當你不可撤回地支付所有在該等標準條款之下可能應支付或成為應支付的款項, 及已全部履行你在融通便利條款及本附表之下的義務後, 凱基將會在你要求下及支付所需開支後, 向你發還凱基在抵押證券的所有權利、所有權及權益, 並會就你為妥善處理該項發還的要求而作出有關的指示及指令。
12. 在該抵押成為可強制執行之前, (i) 凱基於通知你的情況下, 便有權行使涉及有關抵押的表決權及其他權利以保障抵押證券的價值; 及(ii) 除非在本第一附表另有規定, 否則你可指示行使附於或與抵押證券有關的其他權利, 但此舉不得與你在融通便利條款之下的義務有所矛盾, 或在任何形式下可能影響凱基就抵押證券的權利。
13. 你透過抵押方式不可撤回地委任凱基作為你的代表人, 代表你及以你的名義行事, 及簽署、蓋印、執行、交付、完善及訂立所有契據、文書、文件、作為或事物, 以履行根據融通便利條款施加於你的義務及在整體上令凱基行使融通便利條款或根據融通便利條款或根據法律而賦予凱基的權利及權力, 包括(但不限於):
 - (a) 就任何抵押證券簽立轉讓契或擔保;
 - (b) 就任何抵押證券完善其所有權;
 - (c) 就任何抵押證券之下或所產生的到期或變成到期的欠款或款項申索作出查詢、規定、要求、接收、綜合及作出良好的解除;
 - (d) 就任何抵押證券發出有效的收取及解除及背書任何支票或其他文書或匯票; 及
 - (e) 就為著凱基考慮到有需要及應當保障根據融通便利條款所產生的保障起見, 一般而言作出申索或採取任何合法的行動或開始任何法律程序。
14. 你同意如根據該等標準條款或融通便利條款出售證券, 凱基擁有絕對酌情權出售或處置任何抵押證券, 並且當凱基出售有關證券時, 由凱基一位職員所作出表示有關的出售權已變得可行使的聲明, 對於任何購買該等抵押證券的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證據, 以及沒有任何與凱基或其代名人交易的人士有必要查詢該宗出售交易的情況。
15. 你須不時應凱基的要求, 迅速地及妥善地簽訂及交付任何及所有凱基為取得融通便利條款的所有利益及其所授予的權利及權力而被凱基視為有需要或有必要的任何及所有的其他文書及文件。
16. 在不影響上述的概括性原則下, 該抵押或其所抵押的數額將不會因以下所述任何事物所影響:
 - (a) 凱基或其聯屬人就融通便利條款或任何其他責任而在現時或將來所持有的任何其他抵押、擔保或彌償;
 - (b) 任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除(除有關的修改、修訂、寬免或解除外, 包括該抵押);

- (c) 凱基或其聯屬人就任何抵押、擔保或彌償或其他文件(包括該抵押)的強制執行或沒有強制執行或免除;
- (d) 不論由凱基或其聯屬人向你或其他人所給予的時間、寬限、寬免或同意;
- (e) 不論是由凱基或其聯屬人或任何其他人所作出或沒有作出的根據融通便利條款的任何還款要求;
- (f) 你的無償債能力、破產、死亡或精神不健全;
- (g) 凱基與任何其他人進行合併、兼併或重組或向任何其他人出售或轉移凱基的全部或部份業務、財產或資產;
- (h) 在任何時候你對凱基或任何其他人所存在的任何申索、抵銷或其他權利的存在;
- (i) 凱基與你或任何其他人士訂立的安排或妥協;
- (j) 涉及該項融通便利的任何文件的條文或任何抵押、擔保或彌償(包括該抵押)或在任何該等文件或任何抵押、擔保或彌償(包括該抵押)之下及有關的條文的不合法性、無效或未能執行或缺陷,不論原因是基於越權、不符合有關人士的利益或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他的緣故;
- (k) 任何根據涉及破產、無償債能力或清盤的任何法律可以避免或受其影響的協議、抵押、擔保、彌償、支付或其他交易,或任何你依賴任何該等協議、抵押、擔保、彌償、支付或其他交易所提供或作出的免除、和解或解除,而任何該等免除、和解或解除因此須被視為受到限制;或
- (l) 任何由凱基或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物(如果不是因為本條文)可能在運作上損害或影響你在融通便利條款之下的責任。
17. 遵照《證券及期貨條例》及其有關規則條文的規定,不時代你收取的有關證券抵押品將被存放於在認可財務機構、獲監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立而為持有有關的客戶證券抵押品目的而在香港開立及維持的獨立帳戶作穩妥保管;被存放於以凱基或其有聯繫實體的名稱在認可財務機構、獲監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立的帳戶;或以你、凱基或其有聯繫實體的名稱登記。
18. 在不影響凱基任何其他的權利或補救方法的原則下,你授權並同意凱基或其有聯繫實體可以下列一種或以上的方式去處理不時代你收取或持有的證券或證券抵押品:
- (a) 依據證券借貸協議運用任何你的證券或證券抵押品;
- (b) 將任何你的證券抵押品存放於認可財務機構,作為提供予凱基的財務融通的抵押品;或
- (c) 將任何你的證券抵押品存放於(i)認可結算所;或(ii)另一獲發牌或獲註冊進行證券交易的中介人,作為解除凱基在交收上的義務和清償凱基在交收上的法律責任的抵押品。
- 除非你於任何時候給予凱基不少於五個營業日的書面通知撤銷有關授權,此項授權由你的帳戶首次被凱基許可進行證券保證金買賣交易開始起計12個月內有效;但假若你或代你須向凱基或其任何有聯繫實體負責的任何法律責任仍未解除,則該項撤銷將為無效。在有效期屆滿前沒有被撤銷的此項常設授權,可按照《證券及期貨條例》下的有關規則予以續期或當作已續期。
19. 如出現以下其中一項或以上的事件,該項融通便利將會被終止:
- (a) 你在本附表第18條或按其所述對凱基的常設授權已遭撤銷;
- (b) 當該常設授權的有效期限屆滿或當你被要求就該常設授權續期時,該常設授權並沒有加以續期;或
- (c) 根據該等標準條款第11條的規定而終止本協議,而就此而言,任何的終止通知將視為對該項融通便利的終止通知。
- 任何你的債項必須於該項融通便利終止的時候,立刻向凱基清還。
20. 付還所有或部份欠凱基的借貸款項本身並不構成或終止融通便利條款。
21. 謹此通知你凱基有再質押客戶證券抵押品的做法。

第二附表

(股票期權交易條款) (中文版本，只供參考)

若你的帳戶被許可進行期權合約交易(即為股票期權帳戶)及凱基同意代表你向香港聯合交易所有限公司(“聯交所”，此名稱包括其權益繼承人及受讓人)的一名期權交易所參與者發出關於任何在交易所交易的期權業務交易的指示，你同意以下的條款及細則：

1. 除非本附表內文或文意另有所指外，本附表所用各詞及用語的涵義與該詞及用語在聯交所的規則(包括《期權交易規則》及《期權買賣交易所參與者交易運作程序》)及香港聯合交易所期權結算有限公司(“聯交所期權結算所”)的規則(包括《期權結算規則》及《期權買賣交易所參與者結算運作程序》)中的涵義相同。凡該詞及用語應用在聯交所的交易所參與者時，只要其文意許可，在應用於凱基時，將會視該詞及用語為具備同樣的涵義。
2. 你確認本第二附表是補充其所依附的標準條款及細則(“標準條款”)，但凡該等標準條款與本附表有任何衝突，將以本附表為準。
3. 依據你或你的獲授權代理人的指示，你授權凱基為你進行在交易所交易的期權業務的交易。
4. 凱基將對你的期權帳戶的有關資料保密，但可提供任何該等資料予監察委員會及其他有關的監管機構。
5. 你確認：(a)你的期權帳戶純粹為著你的帳戶及利益而並非為任何其他人的利益而運作；或(b)你已經向凱基書面披露某人的姓名或名稱(該期權帳戶是為該某人的利益而運作)；或(c)你已要求凱基以綜合帳戶運作該期權帳戶，並會即時應要求通知凱基任何擁有客戶合約的最終實益權益的人士的身份。
6. 期權交易所參與者進行所有在交易所交易的期權業務，須根據適用於該期權交易所參與者的一切法例、規則和監管指示的規定(“該等規則”)而進行，當中包括聯交所的《期權交易規則》、聯交所期權結算所《期權結算規則》及香港中央結算有限公司(“中央結算公司”)的規則；並且聯交所期權結算所根據該等規則獲賦權調整合約的條款，而該期權交易所參與者應知會其客戶任何影響該名客戶身為訂約一方的客戶合約的該等調整；以及該期權交易所參與者、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，均對該名客戶具有約束力。
7. 凱基(其本身並非期權交易所參與者)將透過凱基證券(香港)有限公司(“凱基證券”)，一家凱基的聯營公司及聯交所註冊的期權交易所參與者，或透過任何其他期權交易所參與者，由凱基按其絕對酌情不時所作的安排去導致及控制你的指示於聯交所被執行；及在本附表中，任何對凱基的執行及履行其在本附表的義務的提述，將會按此而詮釋。你確認雖然所有期權合約均在聯交所被執行，凱基及凱基證券有關的期權交易所參與者在客戶合約中須以當事人身份訂立合約。
8. 你同意有關期權系列的標準合約的條款適用於凱基與你之間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、交收和解除。
9. 假如一名期權交易所參與者未有依據期權客戶協議的規定履行對其客戶的責任，該名客戶有權向根據《證券及期貨條例》設立的有關投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。但你明白及確認凱基並不是一名期權交易所參與者。
10. 凱基可隨時就你的未平倉或交付責任訂定限額。
11. 你確認如下：
 - (a) 期權交易所參與者可能須將客戶合約平倉以符合聯交所訂定的持倉限額；及
 - (b) 假如一名期權交易所參與者失責，聯交所的失責處理程序可能導致客戶合約被平倉，或由另一名期權交易所參與者與凱基所訂立的客戶合約所取代。
12. 你確認如果一名期權交易所參與者的客戶提出要求，該期權交易所參與者可同意根據該等規則，以該名客戶與另一名期權交易所參與者訂立的客戶合約，取代該期權交易所參與者與該名客戶訂立的有關客戶合約。
13. 就按照你的指示已執行的所有合約，你將在凱基所通知的期間內，付予凱基你已獲知會的期權金、凱基的佣金及其他費用以及聯交所規定適用的交易徵費；並且凱基可從你的期權帳戶中扣除該等期權金、佣金、費用及交易徵費。
14. 凱基將遵照該等規則收取規定的保證金及期權金。
15. 你同意按不時的協定向凱基提供現金及/或證券及/或其他資產(“保證金”)，作為你根據本協議包括本附表對凱基所負責任的擔保；並且應按照凱基不時的要求支付或提交該等保證金；及要求以保證金形式提供的數額應不少於(但可超過)該等規則可能規定有關你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。
16. 假如凱基接受證券以作保證金，你將應要求給予凱基該等規則可能規定凱基須具有的授權，以授權凱基直接或透過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，從而進行源自你給予凱基指示的在交易所交易的期權業務；及凱基並沒有獲得你任何其他授權，從而借入或借出你的證券或為著任何其他目的以其他方式不再管有你的任何證券(但該等證券將給予你或得到你的指示的情況除外)。
17. 你同意賠償凱基、凱基的僱員及代理人所有因你違反本協議包括本附表規定你必須履行的責任而招致的損失及開支，包括因向你追收欠債及因終止你的期權帳戶而合理地招致的費用。
18. 凡凱基從期權交易所參與者接獲行使客戶合約的通知，凱基會從該客戶合約屬於同一期權系列的客戶未平倉空倉的所有客戶合約中，經隨機挑選程序選出一份客戶合約。該份如此選出的客戶合約亦就所有目的而言須視為已經有效地行使。凱基會盡快通知其客戶上述行使的詳情。
19. 你行使客戶合約或該客戶合約被行使時，你將根據標準合約及按照你從凱基所獲通知，履行你根據有關合約須承擔的交付責任。
20. 假如你未有根據本協議包括本附表履行本身的任何責任及/或償還你的任何債務，包括未有提供保證金，則凱基可：
 - (a) 拒絕接受你就在交易所交易的期權業務給予的進一步指示；
 - (b) 將你與凱基之間的部份或全部客戶合約平倉；
 - (c) 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凱基因你未有履行責任而須承擔的風險；
 - (d) 處置保證金，並將該等處置所得收益清償你欠下凱基的債務；
 及在你欠凱基的一切債務清償後的任何收益餘款應付予你。
21. 你同意按凱基不時通知你的息率及其他條款，支付一切未清償逾期欠款的利息(包括你被判定應償債項後所招致的利息)。
22. 遵照《證券及期貨條例》及其有關規則條文的規定，不時代你收取的有關證券抵押品將被存放於在認可財務機構、獲監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立而為持有有關的客戶證券抵押品目的而在香港開立及維持的獨立帳戶作穩妥保管；被存放於以凱基或其有聯繫實體的名稱在認可財務機構、獲監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立的帳戶；或以你、凱基或其有聯繫實體的名稱登記。
23. 在不影響凱基任何其他的權利或補救方法的原則下，你授權並同意凱基或其有聯繫實體可以下列一種或以上的方式去處理不時代你收取或持有的證券或證券抵押品：

- (a) 依據證券借貸協議運用任何你的證券或證券抵押品；
- (b) 將任何你的證券抵押品存放於認可財務機構，作為提供予凱基的財務通融的抵押品；或
- (c) 將任何你的證券抵押品存放於 (i) 認可結算所；或 (ii) 另一獲發牌或獲註冊進行證券交易的中介人，作為解除凱基在交收上的義務和清償凱基在交收上的法律責任的抵押品。

除非你於任何時候給予凱基不少於五個營業日的書面通知撤銷有關授權，此項授權由你的帳戶首次被凱基許可進行期權合約交易開始起計 12 個月內有效；但假若你或代你須向凱基或其任何有聯繫實體負責的任何法律責任仍未解除，則該項撤銷將為無效。在有效期屆滿前沒有被撤銷的此項常設授權，可按照《證券及期貨條例》下的有關規則予以續期或當作已續期。

- 24. 凡凱基從期權交易所參與者接獲有關資本調整的通知，凱基會盡快知會你上述的通知。
- 25. 你確認你並非任何期權交易所參與者的僱員，並且並沒有任何期權交易所參與者的僱員將在你的期權帳戶中擁有權益。
- 26. 風險披露聲明

你確認基於證券市場的高度波動性質，就證券而買入或賣出期權涉及高程度的風險。

對期權買方的警告

你明白若干期權只可以在某個到期日才可以行使(歐洲式期權)及其他的期權則可以在到期日之前任何時間行使(美式期權)。你明白當行使某些期權時將須要交付或接收相關的證券，而在行使其他某些期權時，則須要作出現金支付。

你瞭解期權屬一種遞耗資產及你作為期權買方可能會損失就該期權而付出的所有期權金。你明白到作為期權買方，你如要套現利潤，就需要行使該期權或在市場上將期權合約的長倉平倉。在某些情況下，由於市場缺乏流通性，可能會難於買賣該期權。你明白到凱基沒有義務在缺乏你的指示下行使一份具價值的期權，或事先向你就該期權的到期日作出通知。

對期權賣方的警告

你亦瞭解到作為期權賣方，你可能被要求在任何時候支付額外的保證金。你明白，與期權買方不同，期權賣方可能會因為相關證券的價格的升跌而可能會蒙受無限的損失，而你的得益將只限於有關的期權金。

此外，美式認購(認沽)期權的賣方可能須在到期日之前的任何時間去交付(支付)相關的證券，其全數價值為訂約價乘以相關證券數目。你確認這個義務可能與在賣出該期權時所收取的期權金完全不符合比例，並可能只有很短的通知期。

- 27. 你同意及明白，除非在本協議包括本附表或在期權交易規則或結算規則及其他適用的法律、規例或規則另有明確規定，以及只為著該些規定的目的之外，否則凱基只作為代理人而非主事人。
- 28. 凱基同意應你的要求，提供有關期權合約的產品規格。
- 29. 凱基的業務如果出現重大變化，因而可能會影響到凱基向你所提供的服務，凱基將就此知會你。
- 30. 你確認你已詳閱並同意有關本協議包括本附表的條款，且凱基已經以你所選擇的語言向你加以闡釋。

第三附表

(市場報價服務條款)
 (中文版本, 只供參考)

1. 引言

1.1 適用範圍

本第三附表適用於每個被許可取用或接受該服務(其定義按以下詮釋)的凱基證券亞洲有限公司(“凱基”)客戶。

1.2 定義

在本附表之中, 以下的用詞將具有以下意義:

“內容”包括但不限於任何內容、軟件、數據、資料、信息及其所有文字、聲音、影像、靜態圖像、圖表及其他可透過本服務取覽的內容及材料;

“報價易”指一項根據每次要求而顯示或提供某些市場報價或資料的資訊服務(收費按凱基所指定者), 而每次顯示或提供的報價或資料除非有新的要求, 否則不會自動更新;

“費用”指任何訂購費用(包括任何基本服務費用及如適用的話包括自選服務的費用)。有關費用須由訂購者在每個訂購期開始之前預先或於凱基要求之時繳付, 而該費用乃涉及訂購者使用及/或取用本服務及連同其他第三者徵收的費用、使用費及凱基(不論是否作為代理人)不時徵收的費用, 以便訂購者使用及/或取用服務(及任何可憑藉輸入身份記認及密碼而可取用或接受服務的任何人就該服務的使用及/或取用), 及/或就在訂購期內有關內容的線上傳送而徵收的費用;

“輸入身份記認及密碼”指任何由凱基向訂購者發出以便使用服務的個人獨有的身份記認;

“報價錦囊”指一項可顯示或提供持續更新資料的資訊服務(收費按凱基所指定者), 該些資料顯示或提供某些市場報價、市場資訊、圖表、全球主要市場指數、貨幣對換率、按指定方式列序的股票排名、買賣經紀雙方編號及/或公司財務資料。若訂購者使用“音頻電話投資服務”或透過其他指定的渠道, 則此項資訊服務所提供的報價數目一般沒有限制;

“續期日”指緊接在訂購期最後一日的日子;

“服務”指訂購者打算或被許可透過互聯網及/或萬維網、電話及/或其他電子通訊渠道而使用由凱基所提供的報價易或報價錦囊及/或相類似或其他的市場報價服務;

“資料來源”指所有內容提供者, 包括但不限於香港聯合交易所有限公司、任何其他交易所及專門的數據提供者, 而其所提供的內容載於本服務之內;

“訂購者”指於呈交予凱基有關的開戶表或其他凱基不時指定的訂購文件(不論實際如何稱述)上識別為客戶的人士, 而該客戶是被許可取用或接受有關服務者; 及

“訂購期”指任何服務期間, 而該段期間之費用已繳付予凱基, 或凱基可不時指定或批准的其他服務期間。

2. 許可及相互責任

2.1 凱基的責任

2.1.1 基於訂購者支付及凱基收取所有根據本附表而到期支付的費用, 凱基須向訂購者授予非獨有不可轉讓的有限度許可, 以依照本附表的條款取用或接受本服務, 並且受到所有適用於本服務及其內容的版權通知或限制所規限, 及此許可不容許以本地或廣闊地區網絡形式發放本服務的內容及本服務只可作個人使用。

2.1.2 凱基將會向每個訂購者授予一個輸入身份記認及密碼, 以供訂購者取用本服務。

2.1.3 凱基在所有時間保留以下權利:(i)可在無須給予通知而即時終止訂

購者取用或接受本服務的權利, 如果凱基認為訂購者已違反本附表的任何條款, 或合理地認為該項行動是適合、可取或有其需要的;(ii)修訂費用、引入新的費用或修訂本附表的任何條款, 而凱基須就此以線上方式或郵寄或電子郵件方式通知訂購者, 而該等修訂在上述通知發放的7日後或任何其他凱基指定的日期起生效。

2.1.4 凱基擁有絕對酌情權及可於任何時間在毋須向訂購者事先給予通知的情況下加入、修訂或刪除任何內容的呈示方式、實質內容或功能。

3. 訂購者的責任

3.1 訂購者同意依照本附表的條款向凱基支付一切其到期須繳付的費用, 而就過期繳費而言, 訂購者授權凱基從其凱基戶口或其信用卡或支帳卡(若有的話)扣取其不時到期須繳付的費用。

3.2 凱基有權向訂購者收取資料來源(其向訂購者提供資訊)所徵收的專用資料費用。訂購者明白該等由資料來源所徵收的費用可不時改變, 並同意支付在訂購期所招致的實際費用。

3.3 訂購者為著使用本服務而向凱基提供的姓名、地址或賬項資料如有任何改變, 須在10日內通知凱基。

3.4 訂購者確認本服務及其內容為凱基及/或凱基的控股公司、附屬公司或聯屬公司及/或資料來源的專有資料及/或有關版權為彼等所有, 而本服務所提供的內容不可複印、捏改、重新發佈、或在未得凱基(及如適用者, 資料來源)的事先書面同意之前, 以任何方式或以任何途徑向第三者再次發放。

3.5 訂購者如知道任何內容的版權有任何被不當使用或侵害的情況, 訂購者須即時通知凱基。

3.6 對於未獲凱基授權使用的伺服器, 其內容及/或任何數據範圍, 訂購者不會在未獲授權的情況下進入、闖入、或使用, 或作出有關的嘗試。

3.7 訂購者不得出讓、轉讓或分許其在本附表之下的全部或部份權利或責任。

3.8 訂購者不可使用或准許內容或其任何部份被使用作非法用途或任何其他按本附表的規定所不容許的用途。

3.9 訂購者不可使用或准許內容或其任何部份被使用作非訂購者正常業務範圍之內, 但該業務並不包括任何發佈予第三者的情況。

3.10 訂購者不可使用內容或其任何部份去設立、維持或提供或去協助設立、維持或提供一場外市場、買賣場地或交易服務去買賣(i)於某一交易所上市或可於該交易所上市的證券或(ii)任何其他與第(i)項所述證券有關的其他證券, 而該些買賣並非於或通過該交易所進行。

3.11 訂購者須於凱基的書面要求下並為著任何與本附表條款有關的合法目的, 准許凱基或其書面授權的人士能儘速察看訂購者的地方及記錄, 包括但不限於擬證明訂購者並無於抵觸本附表任何條款的情況下使用內容或其任何部份。

4. 不作保證及限制責任

4.1 不作保證

訂購者明確地確認及同意本服務是以“現況”基礎提供的, 並且其本身須單獨承擔使用其內容所引致的風險。凱基及資料來源並沒就有關本服務(包括透過本服務提供的任何內容)作出任何形式的保證(除非該等保證已在本附表內明確作出), 不論該等保證是明示或默示地作出, 包括但不限於第三者權益的不違反、或可商用性或任何特別目的或用途的合適性。凱基及資料來源致力確保其所提供的資料的準確性及可靠性, 但卻不會對此作出任何擔保及不會就任何不準確或遺漏而造成的損失或損害承擔任何責任, 不論是侵權行為或合約上或其他方面的責任。

- 4.2 責任的限制
- 4.2.1 對於因凱基或資料來源在取得、編製、詮釋、編輯、報告或發放任何內容方面的全部或部份由疏忽而引致的任何直接、間接、因此而產生的或附帶的損失、費用或損害或傷害，凱基及資料來源均不會對訂購者或任何人士承擔任何責任。就本服務及其使用所引致的任何直接、間接或因此而產生的、附帶的、特別的或懲罰性的損失，包括任何利潤或儲蓄的損失，或任何性質的第三者申索，凱基或資料來源均不會對訂購者承擔任何責任。
- 4.2.2 儘管有以上的規定，凱基就損失、損害及訴訟原因的總責任，不論在合約上或民事過失上(包括疏忽)或其他方面上的責任，在任何情況之下將以訂購者根據本附表的條款所支付的6個月訂購費用為限。
- 4.2.3 對於訂購者使用全部或部份的內容而產生的所有申索、責任、損失、損害及費用，包括但不限於向凱基及資料來源及其各自僱員或代理人所提出的訴訟所招致的法律費用或訴訟費用，訂購者須向凱基及資料來源、其各自僱員或代理人作出彌償及承諾不會向其作出任何申索。

5. 有效期及終止

- 5.1 有效期
- 本附表將被視為自訂購者首次被凱基許可取用或接受本服務的當日起生效，直至其被終止為止。除非依據本附表第5.2條予以終止，否則本附表將會在每個訂購期完結時自動續期，而本附表將會從一個訂購期至另一個訂購期持續有效。
- 5.2 終止及效力
- 5.2.1 任何一方可在訂購期終結的續期日之前，向另外一方給予最少一個月的事先通知，才可將本附表終止。訂購者不得在訂購期的中段將本附表終止。
- 5.2.2 如訂購者違反本附表的任何條款，或凱基合理地認為訂購者就有關本服務的使用或行動是並不合適的話，凱基可即時終止本附表而毋須向訂購者給予任何事先的聲明。
- 5.2.3 在終止本附表生效時：(i) 根據本附表而向訂購者授予的許可、權利或特權將會即時無效；及(ii) 訂購者將不可取回在終止本附表之前所支付的預繳費用。
- 5.2.4 本附表的任何終止將不會影響或損害雙方於該終止前的權利及責任。

6. 一般條款

- 6.1 通知
- 協議雙方根據本附表而作出的通知，必須以下列方式作出：根據有關一方最後為人所知或通知對方的通訊資料/地址，以私人送遞、圖文傳真、電郵或郵寄方式作出，或以雙方另行以書面協議的形式作出。該等通知如符合以下條件，即當作有效：如屬私人送遞，在實際送遞當日生效；如屬圖文傳真或電郵，在傳送當日生效；如屬郵寄，則以郵戳所示日期當日生效。
- 6.2 無效
- 如根據任何法規或法律原則，本附表的任何條款或條文被判定為全部或部份屬非法或無法執行，則在該等判定的範圍之內，該條款或條文將不會成為本附表的其中一部份，但本附表餘下部份的可強制執行性並不會因此而有所影響。
- 6.3 整體協議
- 本附表取代雙方以往所訂立關於本附表的標的事宜的一切協定。本附表載有凱基及訂購者關於本附表的標的事宜的所有諒解，而所有其他有關本服務的聲明、陳述及保證(不論是否由成文法規、法律或其他方式所明示或暗示的)，都一概予以排除。
- 6.4 個人資料
- 6.4.1 訂購者授權凱基可向與凱基有關的公司及資料來源及任何監管機構，發放及提供有關訂購者的個人資料及其他信息。
- 6.4.2 訂購者明白訂購者的個人資料可被提供予信貸資料服務機構及於欠帳時給予收數公司。訂購者有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。
- 6.5 準據法及一般條文
- 6.5.1 本附表的有效性、解釋及履行須由中華人民共和國香港特別行政區的法律所管轄，而協議雙方均同意接受香港特別行政區法院的非獨佔性司法管轄權所約束。
- 6.5.2 凱基擁有絕對酌情權可於任何時間在向訂購者給予任何形式的事先通知的情況下，修改本附表的內容及條款。
- 6.5.3 如本附表的中文版本有任何歧義，概以英文本為準。

