



**YEE ON SECURITIES LIMITED**  
**怡安證券有限公司**

**CASH CLIENT'S AGREEMENT**

**現金客戶協議書**

<b>Account No.</b> 賬戶號碼	:	_____
<b>Account Name</b> 賬戶名稱	:	_____
<b>Date of A/C Opened</b> 開戶日期	:	_____

# CASH CLIENT'S AGREEMENT

## 現金客戶協議書

To: **YEE ON SECURITIES LIMITED**

致: 怡安證券有限公司

Unit A, 22/F, EIB Centre, 40-44 Bonham Strand, Sheung Wan, Hong Kong.  
香港上環文咸東街四十至四十四號泰基商業大廈二十二樓 A 室

(Registered with the Securities and Futures Commission ("SFC") as a securities dealer (CE No. AQF520) and an exchange participant of Hong Kong Exchanges and Clearing Limited ("HKEx") (Broker No. B01859).  
(為證券及期貨事務監察委員會(「證監會」)註冊的證券商(中央編號 CE No. AQF520)及香港交易及結算所有限公司(「港交所」)參與者(參與編號 B 01859)。

I/We \_\_\_\_\_ of \_\_\_\_\_  
本人/吾等 \_\_\_\_\_ 地址

request you to operate a cash securities trading account (the "Account") for me/us on the following terms and conditions: -  
茲要求閣下根據下列條款及條件為本人/吾等運作一個現金證券買賣戶口(「戶口」): -

### 1. The Account

#### 戶口

1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will inform you of any changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.

本人/吾等確認「開戶資料表格」所載資料屬完整及正確。倘該等資料有任何變更,本人/吾等將會通知閣下。本人/吾等特此授權閣下對本人/吾等的信用進行查詢,以核實上述表格所載資料。

1.2 You will keep information relating to my/our Account confidential, but may provide any such information to the HKEx and the SFC to comply with their requirements or requests for information.

閣下將會對本人/吾等戶口的有關資料予以保密,但閣下可以根據港交所及證監會的規定或應其要求,將該等資料提供予港交所及證監會。

### 2. Laws and rules

#### 法例及規則

All transactions in securities which you effect on my/our instructions ("Transactions") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of the HKEx and the Hong Kong Securities Clearing Company Limited. All actions taken by you in accordance with such laws, rules and directions shall be binding on me/us.

閣下按本人/吾等的指示而進行的一切證券交易(「交易」),須根據適用於閣下的一切法例、規則和監管指示的規定而進行。這方面的規定包括港交所及香港中央結算有限公司的規則。閣下根據該等法例、規則及指示而採取的所有行動均對本人/吾等具有約束力。

### 3. Scope of Agency and Authorization

#### 代理及授權的範圍

3.1 I/We or my/our Authorized Person may give to you instructions (which you may in your absolute discretion reject) to effect securities and other transactions for me/us. You may act on instructions given orally or in writing which purport, and which you reasonably believe to come from me/us or my/our Authorized Person or to have been given on my/our behalf. You will not be under any duty to verify the capacity of the person giving those instructions. You will act as my/our execution agent and this shall not be treated as being any warranty to me/us the value, merit or suitability of my/our transactions.

本人/吾等或吾等的獲授權代理人可向閣下發出指示(閣下有絕對酌情權拒絕接納有關指示)以代本人/吾等執行證券及其他交易。閣下可就據稱或其合理地相信源自本人/吾等或吾等的獲授權代理人或由本人或吾等的代表發出的口頭或書面形式的指示而行事。閣下無責任去核對發出這些指示的人士以何種身份行事。閣下將作為本人/吾等的執行代理人,並且不會就本人/吾等的交易的價值、特點或適切性作出任何保證。

3.2 You may effect my/our securities transactions in such manner and through any of your affiliates, members or participants of any exchange or clearing house, or brokers in the relevant markets as you may absolutely decide. You will usually act as my/our execution agent, and if you act as principal to my/our transactions, this will be disclosed to me/us in the relevant contract notes or trading confirmations. I/We agree that you shall not be accountable to me/us for any commissions, remuneration, rebates or other benefits which you may receive from or offer to any person in respect of any transaction or business conducted with me/us or on my/our behalf.

閣下可根據閣下之絕對酌情權決定以何種形式透過其聯屬人、任何交易所或結算所的會員或參與者,或有關的證券執行本人/吾等的證券交易。閣下通常是作為本人/吾等的執行代理人,而如果閣下本身是作為本人/吾等的交

易對手，這將會在有關的成交單據中向本人/吾等披露。本人/吾等同意閣下無須就任何與本人/吾等或代本人/吾等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、回佣或其他利益向本人/吾等作出任何交代。

- 3.3 Securities transactions effected by you on my/our 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.

閣下代本人/吾等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。

#### 4. Transactions

##### 交易

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

倘沽盤是有關非由本人/吾等擁有的證券，即涉及賣空交易，本人/吾等將會通知閣下。

- 4.2 On all transactions, I/We will pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the HKEx, and all applicable stamp duties. You may deduct such commissions, charges, levies and duties from the Account.

本人/吾等會就所有交易支付閣下通知本人/吾等的佣金和收費，繳付港交所徵收的適用徵費，並繳納所有有關的印花稅。閣下可以從戶口中扣除該等佣金、收費、徵費及稅項。

- 4.3 You may determine the priority in the execution of my/our orders having due regard to market practice, applicable regulations and fairness to all clients.

閣下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，可決定在執行本人/吾等的買賣盤時的優先次序。

- 4.4 You 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 your control.

對於因為通訊設施的損壞或失靈或因任何閣下無法控制的失誤而導致買賣盤的傳送出現延誤或失誤，閣下將無須承擔責任。

- 4.5 By reason of physical restraints and rapid changes of securities prices, I/We acknowledge that you may not always be able to execute my/our orders in full or at the prices quoted at any specific time or "at best" or "at market" and I/We agree to be bound by such executions.

由於客觀環境的限制及證券價格迅速改變，閣下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”執行本人/吾等的買賣盤，但本人/吾等仍同意受有關交易的約束。

- 4.6 Request to cancel or amend my/our orders is only possible before the orders are executed. In the case of full or partial execution of my/our cancelled orders, I/We agree to accept full responsibility for the transaction.

取消或修改本人/吾等的買賣盤的要求，只可在有關買賣盤獲執行之前才可以被接納。如果本人/吾等要求取消的買賣盤已經全數或部份被執行，本人/吾等同意會對有關交易負上全部責任。

- 4.7 My/Our trading orders are good for the day unless you specify otherwise. A good-till-cancelled order remains a pending order until cancelled by me/us. The order may be executed at any time prior to such cancellation, and I/We accept full responsibility for the transactions.

除非本人/吾等另行指明，否則本人/吾等的買賣盤會在閣下落盤當日整日有效。一直有效的買賣盤將持續有效以待執行，直至被本人/吾等取消則除外。該買賣盤可在取消之前的任何時間被執行，而本人/吾等同意就該等交易承擔一切責任。

- 4.8 I/We understand and agree that you may use a telephone recording system to record conversations with me/us and my/our Authorized Persons. I/We acknowledge and warrant that each Authorized Person also consents to such recording.

本人/吾等明白及同意閣下可使用電話錄音系統將閣下與本人/吾等或本人/吾等的獲授權代理人等對話交談錄音。本人/吾等聲明及保證每個獲授權代理人亦同意閣下進行此等錄音。

- 4.9 I/We agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人/吾等同意就所有逾期未付款項（包括對本人/吾等裁定的欠付債務所引起的利息），按閣下不時通知本人/吾等的利率及其他條款支付利息。

#### 5. Settlement

##### 交收

- 5.1 Where you have executed a purchase or sale transaction on my/our behalf, I/We will on demand or by the due settlement date as required by you or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to you. If I/We fail to do so by such time or date, you are authorized by me/us, in your absolute discretion:-

如閣下代本人/吾等執行買入或出售交易，本人/吾等將要在到期交收日或在閣下要求之時按照閣下或有關的交易所或結算所的要求向閣下支付已結算的款項或以可交付的形式向閣下交付證券。如果到該時間或日期本人/吾等未有這樣做，閣下獲得本人/吾等授權根據閣下之絕對酌情權：-

- i. in the case of a purchase transaction, to transfer or sell any securities in my/our account (including the purchased securities) to satisfy my/our settlement obligations; or

如屬買入交易，轉移或出售本人/吾等賬戶內任何的證券（包括該等已購入的證券）以履行本人/吾等的交收義務；或

- ii. in the case of a sale transaction, to borrow and / or purchase such sold securities as are necessary to satisfy my/our settlement obligations.

如屬出售交易，借入及或買入所需的該等已出售的證券，以履行本人/吾等的交收義務。

- 5.2 I/We will reimburse you for any amounts or premiums which you 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 or any breach by me/us of the terms of this agreement.

本人/吾等須根據本協議付還閣下就本人/吾等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）。

## 6. Terms of Possession

### 擁有條款

- 6.1 Securities purchased for me/us shall be delivered to me/us (or as my/our may direct) provided that :-

為本人/吾等購買的證券將會交付給本人/吾等（或如本人/吾等所指示），但：

- i. such securities are fully paid; and  
該等證券須已全數付清代價；及
- ii. such securities are not subject to any lien, and /or are not held as collateral by you or your affiliates.  
該等證券並沒有受到任何留置權約束，及/或並非由閣下或閣下之聯屬人持有作為抵押品。

- 6.2 Any securities which are held by you for safekeeping may, at your discretion:

由本人/吾等寄存在於閣下妥為保管的任何證券，閣下可以酌情決定：

- i. (in the case of registrable securities) be registered in my/our name or in the name of your nominee; or  
（如屬可註冊證券）以本人/吾等的名義或以閣下的代理人名義註冊；或
- ii. be deposited in safe custody in a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.

存放在於閣下的往來銀行或提供文件保管設施的任何其他機構妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

- 6.3 Where my/our securities held by you are not registered in my/our name, any dividends, distributions or benefits which accrue in respect of such securities will be received by you and credited into my/our account. You may also exercise voting rights on my/our behalf with respect to such securities upon my/our prior specific instructions.

凡由閣下代本人/吾等持有的證券並不是以本人/吾等的名義登記，則任何就該等證券的應計股息、分派或利益將會由閣下代收，然後記入本人/吾等的帳戶。閣下亦可依照本人/吾等事先的具體指示，就該等證券而代本人/吾等行使表決權。

## 7. Cash held for me/us

### 代本人/吾等保管的現金

Any cash held for me/us, other than cash received by you in respect of transactions and which is on-paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time.

代本人/吾等保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託帳戶內（此等現金不包括閣下就交易取得，而且須為交收而轉付或轉付予本人/吾等的現金）。

## 8. Charges and Expenses

### 費用及收費

All my/our indebtedness to you will be charged with interest at such rate(s) to be notified by you from time to time. In the absence of such notification, my Hong Kong dollars indebtedness will be charged with interest at an annual rate of the higher of (i) eight percent above the prime lending rate on Hong Kong dollars quoted by the Chong Hing Bank Limited; or (ii) ten percent above the prevailing overnight Hong Kong Inter-bank Offered Rate.

本人/吾等欠閣下的債項將按照閣下不時向本人/吾等知會的利率被徵收利息，或如果閣下沒有作出上述的知會，本人/吾等的港元債項利息將會按照（i）創興銀行所報的最優惠貸款利率加8%或（ii）香港銀行同業隔夜拆息加10%的年息率計算（以較高者為準）。

## 9. Representations, Warranties and Undertakings

### 陳述、保證及承諾

I/We warrant, represent and undertake to you that: -

本人/吾等向閣下保證、陳述及承諾： -

- 9.1 I/We enter into this Agreement as principal and are not trading on behalf of any other person;  
本人/吾等是以主事人的身份訂立本協議，而並不是代表任何其他人士進行交易；
- 9.2 The information provided in the Account Opening Information Form is true and correct;  
在開戶資料表所提供的資料是真實和正確的；
- 9.3 I/We am/are the beneficial owner of the securities under my/our account free from any lien, charge, equity or encumbrance save as created by or under this Agreement;

本人/吾等是本人/吾等的賬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；

9.4 I/We have full power and authority to enter into and perform my/our obligations under this Agreement and if I/We am /are a corporate client, I/We have obtained all necessary consents from shareholders and directors and have taken all necessary actions to enable me/us to enter into this Agreement and perform my/our obligations under this Agreement;

本人/吾等擁有全權訂立本協議和履行本協議之下的義務及如果本人/吾等是公司客戶，本人/吾等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本人/吾等得以訂立本協議及履行本人/吾等的義務。

9.5 If, in relation to any particular transaction in my/our account, I/We am/are not the person or entity ultimately responsible for originating the instruction or the person or entity that stands to gain its commercial or economic benefit and / or bear its commercial or economic risk, I/We undertake and agree to provide information on the identity, address and contact and other details of such person or entity to you before giving the instruction to you. I/We also undertake and agree to provide such information to SFC, HKEx and concerned government institutions within two days after your written request and such undertaking and agreement will survive any termination of this Agreement.

如果就本人/吾等的賬戶任何某宗交易而言，本人/吾等並非是最初負責發出該宗交易的指示的人士或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，本人/吾等承諾及同意於發出該指示給予閣下之前，本人/吾等會向閣下披露該人士或實體的身份、地址及聯絡與其他詳情。本人/吾等亦承諾及同意會在閣下作出書面要求的兩日之內，直接向香港證監會，港交所，或有關的政府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，本人/吾等作出的該等承諾及同意將仍然有效。

## 10. Set-off and lien

### 抵銷及留置權

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which you may be entitled by laws or under the Agreement, all securities, receivables, monies and other property of me/us (held by me/us whether individually or jointly with others) held by or in the possession of you at any time shall be subject to a general lien in your favour as continuing security to offset and discharge all of my/our obligations, arising from the transaction and/or my/our obligations in the Agreement.

在不損害閣下依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下，對於本人/吾等由閣下代管或在閣下內存放之所有證券、應收賬、款項及其他財產（不論是本人/吾等個人或與其他人士聯名所有）權益，閣下均享有一般留置權作為持續的抵押，用以抵銷及履行本人/吾等因進行證券買賣而對閣下負上的所有責任。

## 11. Electronic Services

### 電子服務

11.1 Unless otherwise specified, the Clause is made without prejudice and in addition to all the other provisions in this Agreement.

除非另有說明，本條之規定乃本協議所有其他條款之附加且不損害該等其他條款。

11.2 You may provide me/us with Electronic Services, and I/We hereby requests the provision of such services, upon the terms and conditions as embodied in this Agreement, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by you.

閣下根據本協議所載條款和條件為本人/吾等提供電子服務，且本人/吾等根據本協議所載條款條件要求向本人/吾等提供上述服務，而上述條款和條件可由閣下不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。

11.3 I/We may from time to time instruct you, acting as my/our agent, to deposit, purchase and/or sell securities for the Account(s) or otherwise deal with securities, receivables or monies on behalf of me/us through the Electronic Services.

本人/吾等會不時指示閣下作為代理人名義透過電子服務向本人/吾等提供賬戶存款、證券買賣、或其他證券交易、應收賬或款項等服務。

11.4 I/We agree that I/We shall be only authorized user of the Electronic Services under this Agreement. I/We shall be wholly and solely responsible for the confidentiality, security and use of the access codes ("Access Codes") issued to me/us by you.

本人/吾等同意，本人/吾等為本協議電子服務之唯一授權使用者，將會對 閣下發給的交易密碼（「交易密碼」）之保密、安全和使用自行承擔全部責任。

11.5 I/We acknowledge and agree that I/We shall be wholly and solely responsible for all instructions entered through the Electronic Services. I/We further acknowledge that the Electronic Services, your website, and the software comprised in them, are proprietary to you. I/We undertake and warrant that I/We shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise after in any way, and shall not attempt to gain unauthorized access to any part of the Electronic Services, your website, and any of the software comprised in them. I/We agree that you shall be entitled to close any or all of the Account(s) immediately without notice to me/us, and I/We acknowledge that you may take legal action against me/us, if I/We at any time breach this warranty and undertaking or if you at any time reasonably suspect that I/We have breached the same. I/We undertake to notify you immediately, if I/We become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

本人/吾等承認並同意對透過電子服務發出的所有買賣指示自行承擔全部責任，並進一步承認電子服務、閣下的網頁以及構成上述服務的軟件均為閣下專有。本人/吾等承諾和保證不會嘗試以任何其他方式更改電子服務、閣下的網頁以及構成上述服務的軟件的任何部分，亦不會嘗試在未獲授權的情況下使用上述任何部分服務。倘若本人/吾等在任何時間違反上述承諾和保證或閣下於任何時間合理懷疑本人/吾等已有上述違反時，本人/吾等同意 閣下有

權不經通知即時終止本人/吾等的任何和所有賬戶，本人/吾等亦承認 閣下可對本人/吾等採取法律行動。本人/吾等承諾在知悉任何其他人士從事本段所載任何上述行動時，即時通知閣下。

11.6 As and when you allow me/us to open Account on-line with you, in addition to completing and returning this Agreement through the internet, I/We agree to return to you the hard copy of this Agreement (including the Account Opening Information Form, applicable Risk Disclosure Statements and any authority given by me/us to you) with respect to the Account(s) duly completed and executed.

當 閣下允許本人/吾等在網上開立賬戶時，除需透過互聯網填妥並交回本協議書外，本人/吾等同意向閣下補交填寫並簽署本協議書(包括開戶資料表格、適用之風險披露聲明及本人/吾等就賬戶而賦予 閣下之任權力等)的書面文本。

11.7 Unless otherwise agreed between you and me/us, you will not execute any trading order of me/us until there are sufficient cleared funds, securities or other assets acceptable to you in the Account(s) to settle my/our transactions and upon receipt of the documents as stated in Clause 11.6.

除非本人/吾等的賬戶有足夠的已結算款項、證券或其他 閣下所接受的資產以交收本人/吾等的交易，且在 閣下收到為 11.6 條所述的文件之後，否則 閣下不會執行本人/吾等的任何交易指示，但 閣下與本人/吾等另訂協議者除外。

11.8 You will not be deemed to have received my/our instructions or have executed my/our orders unless and until I/We am/are in receipt of your message acknowledging receipt or confirming execution of my/our orders, either electronically or by hard copy.

除非及直至本人/吾等已收到 閣下以電子或書面形式發出的信息，表示收到或確認已執行本人/吾等的買賣指示，否則 閣下不得被視為已收到或已執行本人/吾等的買賣指示。

11.9 I/We acknowledge and agree that, as a condition of using the Electronic Services to give instructions, I/We shall immediately notify you if:

本人/吾等承認並同意，作為使用電子服務發出買賣指示的一項條件，倘若發生下述事項，本人/吾等會即時通知 閣下：

i. An instruction has been placed through the Electronic Services and I/We have not received an instruction number or have not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);

本人/吾等已經透過電子服務發出買賣指示，但並無收到指示編號或對買賣指示或其執行的準確確認(不論是以書面、電子還是口頭方式作出)；

ii. I/We have received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which I/We did not instruct or any similar conflict;

本人/吾等收到一項本人/吾等並無發出指示的交易確認(不論是以書面、電子還是口頭方式作出)或有類似衝突；

iii. I/We become aware of any of the acts stated in Clause 11.5 being done or attempted by any person;

本人/吾等獲悉任何人士正進行或嘗試進行第 11.5 條所述的任何行動；

iv. I/We become aware of any unauthorized use of the my/our Access Codes;

本人/吾等獲悉有未獲授權而使用本人/吾等交易密碼的情況；

v. I/We have difficulties with regard to the use of the Electronic Services; or

本人/吾等在使用電子服務時遇到困難；及

vi. I/We have lost the SIM Card.

本人/吾等丟失 SIM 卡

11.10 I/We agree to review every order before entering it as it may not be possible to cancel my/our instruction once again.

本人/吾等同意在輸入每個買賣指示之前會加以覆核，因為買賣指示一經作出，便可能無法取消。

11.11 I/We agree that you shall not be liable for any loss or damage. I/We or any other person may suffer as a result of using or attempting to use the Electronic Services unless such loss or damage is caused by willful default or gross negligence on the part of you. I/We further undertake to indemnify you, on a full indemnity basis, on demand, for any loss or damage you may suffer as a result of the use of Electronic Services except to the extent that such loss or damage is outside my/our control.

本人/吾等同意 閣下不會就本人/吾等或任何其他人士使用或嘗試使用電子服務可能遭受的任何損失或損害承擔責任，除非該等損失或損害是由於 閣下故意失責違約或重大疏忽所導致，本人/吾等進一步承諾，對因使用電子服務可能使 閣下遭受的任何損失或損害，於 閣下要求時如數作出賠償，除非該等損失或損害是在本人/吾等所能控制範疇以外。

11.12 I/We acknowledge and agree that if the mode of communication used by me/us in the course of the Electronic Services becomes temporarily unavailable, I/We can during such period continue to operate the relevant Account subject to the right of you to obtain such information regarding the verification of my/our identity as it may from time to time think fit.

本人/吾等承認，倘若本人/吾等的電子服務的通訊方法暫時無法使用，本人/吾等仍可在此期間內繼續運作有關賬戶，但 閣下有權在 閣下認為適宜時不時取得核證本人/吾等身份的有關資料。

11.13 I/We acknowledge that the HKEx and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agree not to do any act which would constitute any infringement or encroachment of such rights or interests. I/We also understand you do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to me/us through the Electronic Services). You shall not be liable in any way for any loss arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any

suspension or congestion in communication;(4) any unavailability or interruption of any such data, message or information whether due to any act of you; or (5) by any forces beyond the control of you.

本人/吾等承認，港交所和一些機構對其等提供給數據傳送各方之一切市場數據擁有所有權益和權利，並同意不會採取任何可能對上述權益和權利構成侵權或侵犯的行動。本人/吾等亦理解閣下不會保證該等市場數據或任何市場資料(包括透過電子服務提供給本人/吾等的任何資料)的及時性、次序、準確性或完整性。閣下對下述事項所引起或造成之任何損失概不承擔任何責任：(1)任何上述數據、資料或信息的不準確性、錯誤或遺漏；(2)上述數據、資料或信息之傳送或交付延誤；(3)通訊中斷或阻塞；(4)不論是否由於閣下的行為所致之該等數據、資料或信息的無法提供或中斷；或(5)閣下無法控制的外力。

## 12. General

### 一般規定

12.1 If you fail to meet your obligations to me/us pursuant to this Agreement, I/We shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

倘閣下沒有依照本協議書的規定履行對本人/吾等的責任，本人/吾等有權向根據（證券及期貨條例）成立的賠償基金索償，惟須受賠償基金不時的條款制約。

12.2 You will notify me/us of material changes in respect of your business which may affect the services you provide to me/us. 倘閣下的業務有重大變更，並且可能影響閣下為本人/吾等提供的服務，閣下將會通知本人/吾等。

12.3 I/We confirm that I/We have read and agree to the terms of this Agreement, which have been explained to me/us in a language that I/We understand.

本人/吾等確認本人/吾等已詳閱並同意本協議書的條款，而且該等條款已經以本人/吾等明白的語言向本人/吾等解釋。

12.4 This Agreement is governed by, and may be enforced in accordance with, the laws of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。

IN WITNESS WHERE OF this Agreement has been entered into on the day and year above written.

茲見證本合約於上述年份及日期簽訂

SIGNED By: .....  
(Name of Client)/(客戶名稱)



Client's Signature/Business Chop  
客戶簽署/公司印章

In the presence of:-

.....  
(Name of Witness)/(見證人名稱)

Witness Signature/ 見證人簽署

CE No. ....  
Yee On Securities Limited  
中央編號  
怡安證券有限公司

ACKNOWLEDGE AND ACCEPTED BY  
YEE ON SECURITIES LIMITED  
經由怡安證券有限公司  
確認及接受

For and on behalf of  
YEE ON SECURITIES LIMITED  
代表  
怡安證券有限公司

Authorized Signatures and Company Chop  
授權簽署及公司印章

**YEE ON SECURITIES LIMITED**  
怡安證券有限公司

**Account Opening Information Form**  
開戶資料表格

**Individual / Joint Account / Corporate / Sole Proprietor / Partnership\***  
個人 / 聯名賬戶 / 公司 / 獨資經營 / 合夥經營\*

**Private & Confidential**  
資料保密

Client Account No./客戶賬戶編號 :

Investor Participant Account/個人投資者賬戶:

**Client's Data / 客戶資料**

Name of Client : Mr./Mrs/Miss/Ms/Company\*/客戶名稱:先生/太太/小姐/女士/公司\*

English/英文: \_\_\_\_\_ Chinese/中文: \_\_\_\_\_

ID Card No. / Passport No.\*and Issuing Country  
身份證 / 護照\*號碼及發出國家

Business Registration No. /Certificate No.\*and Country of Registration  
商業登記 / 註冊\*號碼及註冊國家

Date of Birth / Registered / Incorporated\*/出生 / 註冊 / 成立\*日期

(dd/mm/yy)/ (日/月/年)

Nature of entity/組織類別	<input type="checkbox"/> Private Co./私人公司	<input type="checkbox"/> Public Co./公眾公司	Nature of business /業務性質
	<input type="checkbox"/> Legal Body/法團	<input type="checkbox"/> Oversea Co./海外公司	
	<input type="checkbox"/> Sole Proprietor/獨資經營	<input type="checkbox"/> Partnership/合夥經營	

Current Employer/目前僱主	Job Title/職位	Years in Occupation/從業年數
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Marital Status/婚姻狀況:  Single/獨身  Married/已婚  Other/其他

Home Address/住宅地址

Home phone No./住宅電話	Business Phone No./商業電話	Contact Phone No./聯絡電話	Mobile Phone No./手提電話
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Business Address/商業地址

Correspondence Address (other than above)/通訊地址(如與上址不同)

Fax No./傳真號碼 \_\_\_\_\_ E-mail Address/電郵地址 \_\_\_\_\_

Client daily statements, monthly statements and all account relevance to be sent by following methods:  
請照下列方式寄出客戶的日結單, 月結單及所有與戶口有關的單據:

By Post/郵寄  By E-mail/電郵

## Client Financial Summary / 客戶財務資料簡要

Total Net Worth/客戶資產淨值 HK\$港幣 \_\_\_\_\_

Authorized Capital/法定資本 HK\$港幣 \_\_\_\_\_ Issued Capital/繳足股本 HK\$港幣 \_\_\_\_\_

Residence/Address\*/住屋/地址\* :  Self-owned/自置物業  Mortgage/按揭物業  Rented/租用物業  Others/其他

Annual Income/每年總收入:  HK\$200,000 or less/以下  HK\$200,001 – HK\$499,999  HK\$500,000 – HK\$999,999

HK\$1,000,000 or above/以上

## Client Investment Experiences and Objectives / 客戶投資經驗及目的

Investment Objective/投資目標:  Long Term/長線  Medium Term/中線  Short Term/短線

Conservation of capital/保本投資  Speculative capital gain/投機性資本增值

Income/收入提供  Hedging/對沖

Others/其他 \_\_\_\_\_

Investment Experience/投資經驗年資  
\_\_\_\_\_

## Banker Information (must complete) / 銀行資料 (必須填寫)

Unless otherwise instructed by the Client, the Client account's monies are to be payable by cheque and pay in to the following bank account:

除非客戶另行指示，否則客戶戶口內的款項將自動以支票存入下列銀行賬戶：

Banker's Name/銀行名稱 \_\_\_\_\_ A/C Number/賬戶號碼 \_\_\_\_\_  Savings/儲蓄戶口  Current/支票戶口

## Disclosure of Identity / 相關身份披露

Are you related to any YOS employee?

客戶是否與怡安證券任何僱員有親屬關係?

Yes, such employee's name is/是，僱員姓名為： \_\_\_\_\_ Relationship/關係 \_\_\_\_\_  No/否

Are you an employee of a person licensed or registered with Hong Kong SFC?

客戶是否其他香港證監會持牌人或註冊人的僱員?

Yes, details are/是，詳情為： \_\_\_\_\_  No/否

Are you a major shareholder or Director of any listed company?

客戶是否任何上市公司之主要股東或董事?

Yes, details are/是，詳情為： \_\_\_\_\_  No/否

\*Delete if inapplicable/刪除不適用者

## Declaration / 聲明

The Client represents that the information on the Account Opening Information Form is true, complete and correct and that the representations in the attached agreement are accurate. The Company is entitled to rely fully on such information and representations for all purposes, unless the Company received notice in writing of any change. The Company is authorized at any time to contact anyone, including Client's Banks, brokers or any credit agency, for purposes of verifying the information provided on this Account Opening Information Form.

客戶茲聲明在開戶資料表格內的資料屬真實、完整及正確，而附上的協議一切內容準確。除非怡安收到更改有關資料內容的書面通知，怡安有權在任何用途上完全依賴這些資料及陳述。客戶授權怡安隨時聯絡任何人，包括客戶之銀行、經紀或任何信貸調查機構，以求證實此開戶資料表格聲明內所載內容。

Information Certified Correct/確認資料正確

\_\_\_\_\_  
Client's Signature/Company Chop/客戶簽署/公司印章



\_\_\_\_\_  
Date(dd/mm/yy)/日期(日/月/年)

## APPROVED AND ACCEPTED BY /批核及接納

Introduced by/介紹人： _____			
Name of Account Executive/客戶主任姓名： _____		Years Known to the client/與客戶相識年期： _____	
Commission Rate/佣金： _____	O.D Interest Rate/透支利率： _____	Minimum Charge/最低收費： _____	
Approved Trading Limited/核准交易額： _____		Approved Credit Limited/核准信貸額： _____	
_____	_____	_____	_____
Approved By/核准	Name/姓名	Position/職位	Date(dd/mm/yy)/日期 (日/月/年)

### Note : Walk-in Client/註：有關自來客戶

A crossed cheque bearing your name shown in your identity document and drawn on your account with a licensed bank in Hong Kong with your same signature(s) as shown on this Form in favour of "Yee On Securities Limited" for not less than HK\$10,000.00. Your approved new account will not be activated until the cheque is cleared.

客戶在香港的持牌銀行開立的賬戶並由客戶所簽發（該簽名須與此開戶表上的客戶簽名相符）並載有客戶在其身份證明文件上所顯示的姓名的劃線支票，而該支票抬頭人須為“怡安證券有限公司”及其數額不得少於港元 10,000.00。客戶被批核的新賬戶必須待支票兌現後才可使用。

# RISK DISCLOSURE STATEMENTS

## 風險披露聲明書

### RISK OF SECURITIES TRADING

#### 證券交易的風險

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

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

### RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

#### 買賣創業板股份的風險

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

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

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

你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

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

現時有關創業板股份的資料只可以在香港交易及結算有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

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

假如你對本風險披露聲明書的內容或創業板市場的性質及在創業板買賣股份所涉風險有不明白之處，應尋求獨立的專業意見。

### RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

#### 在香港以外地方收取或持有的客戶資產的風險

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

怡安在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章) 及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

### RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

#### 提供將你的證券抵押品等再質押的授權書的風險

There is risk if you provide YOS with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向怡安提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

If your securities or securities collateral are received or held by YOS in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is

current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. 假如你的證券或證券抵押品是由怡安在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超過 12 個月。若你是專業投資者，則有關限制並不適用。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if YOS issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

此外，假如怡安在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

You are not required by any law to sign these authorities. But an authority may be required by YOS, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. YOS should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定你必須簽署這些授權書。然而，怡安可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。怡安應向你闡釋將為何種目的而使用授權書。

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although YOS is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然怡安根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from YOS. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

怡安提供不涉及證券借貸的現金賬戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

## **RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES**

### **提供代存郵件或將郵件轉交第三方的授權書的風險**

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

假如你向怡安提供授權書，允許怡安代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你賬戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

## **RISK OF MARGIN TRADING**

### **保證金買賣的風險**

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with YOS. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於怡安作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

## **RISK OF TRADING NASDAQ-AMEX SECURITIES AT HONG KONG EXCHANGES AND CLEARING LIMITED**

### **在香港交易及結算有限公司買賣納斯達克—美國證券交易所證券的風險**

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

按照納斯達克-美國證券交易所試驗計劃（“試驗計劃”）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢怡安的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港交易及結算所有有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

## RISK ASSOCIATED WITH ELECTRONIC COMMUNICATION 電子通訊相關的風險

You understand that the Internet or other electronic communication system, due to unpredictable traffic congestion and other reasons, may not be a reliable medium of communication and that such unreliability is beyond the control of YOS. This may give rise to situations including delays in transmission and receipt of your instructions or other information, delays in execution or execution of your instructions at prices different from those prevailing at the time your instructions were given, misunderstanding and errors in any communication between you and YOS and so on. Whilst YOS will take every possible step to safeguard its systems, client information, accounts and assets held for the benefit of its clients, you accept the risk of conducting transactions via electronic communication systems.

你明瞭基於互聯網或其他電子通訊系統可能遇到未可預計的交通擠塞情況及其他原因，因此電子通訊系統可能並非是可靠的通訊途徑，而這種不可靠性並非怡安所能控制。這可能會導致下列情況，包括：在傳送或收取你的指示或其他資料時有所延誤、延誤執行買賣盤或有關買賣盤以有別於你落盤時的市價執行、你與怡安進行通訊時出現誤解及錯誤等，儘管怡安將會採取一切可行的步驟去保障其系統、顧客資料、賬戶及為客戶利益而持有的資產，你接納透過電子通訊系統進行交易所涉及的風險。

Yee On Securities Limited acquired Type 1 activities (Securities Trading) under the 《Securities And Futures Ordinance》 (CE No. AQF520)  
怡安證券有限公司憑藉《證券及期貨條例》獲許進行第1類（證券交易）（中央編號AQF 520）

## ACKNOWLEDGEMENT BY CLIENT 客戶的確認

I/We \_\_\_\_\_ have been provided with this Risk Disclosure Statements in language of my/our choice (English/Chinese); and I/We was/were invited to read the Risk Disclosure Statements, to ask questions and take independent advice if I/We wish.

本人/吾等 \_\_\_\_\_ 經已按照本人/吾等所選擇的語言（英文/中文）獲提供此風險披露聲明書；及本人/吾等經已獲邀閱讀此風險披露聲明書，提出問題及徵求獨立的意見（如本人/吾等有此意願）。

\_\_\_\_\_  
Signed by Client/Business Chop  
客戶簽署/公司印章



## DECLARATION BY Registered Person 註冊人聲明

Declaration by \_\_\_\_\_ CE No. \_\_\_\_\_  
註冊人姓名 中央編號

I, YOS registered person, hereby declare and confirm that I have provided the Risk Disclosure Statements in a language of the Client's choice (English/Chinese) and invited the Client to read the Risk Disclosure Statements, to ask questions and take independent advice if the Client wishes.

本人為怡安的註冊人士，並謹此聲明及確認本人已按照上述客戶所選擇的語言（英文/中文）提供此風險披露聲明書及邀請客戶閱讀該風險披露聲明書、提出問題及徵求獨立的意見（如客戶有此意願）。

\_\_\_\_\_  
Signed by the registered person  
註冊人士簽署

\_\_\_\_\_  
Date/ (dd/mm/yy)  
日期/（日/月/年）

**Yee On Securities Limited**  
**怡安證券有限公司**

**Notice on Personal Data**  
**個人資料告示**

**Information to Individual Account Holders pursuant to the Personal Data (Privacy) Ordinance (Cap.486)**  
**根據個人資料(私隱)條例第486章向個人賬戶持有人提供之資料**

1. **From time to time, it is necessary for clients to supply the Companies with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of financial services.**  
以往，客戶在申請開立戶口、延續戶口及建立或延續財務信貸便利或要求有關公司提供金融投資服務時，要不時向有關公司提供有關的資料。
2. **Failure to supply such data may result in the Companies being unable to open or continue accounts or establish or continue credit facilities or provide financial services.**  
若未能向有關公司提供所需資料會導致有關公司無法開立或延續戶口或延續財務信貸便利或提供金融投資服務。
3. **It is also the case that data are collected from clients in the ordinary course of the continuation of the business relationship between clients and companies.**  
在客戶與有關公司的正常業務往來過程中，有關公司亦會收集客戶的資料。
4. **The purpose for which data relating to clients may be used are as follows:**  
客戶的資料將可能會用於下列用途：
  - i. **the daily operation of the services and credit facilities provided to clients;**  
為提供金融服務和信貸便利給客戶之日常運作；
  - ii. **conducting credit checks;**  
作為信貸檢查；
  - iii. **assisting other financial institutions to conduct credit checks, subject to the consent of clients;**  
在客戶同意下，協助其他財務機構作借貸檢查；
  - iv. **ensuring ongoing credit worthiness of clients;**  
確保客戶的信用維持良好；
  - v. **designing financial services, credit facilities or related products for clients' use;**  
為客戶設計金融投資服務、財務服務或有關產品；
  - vi. **marketing financial services, credit facilities or related products;**  
宣傳金融投資服務、財務服務或有關產品；
  - vii. **determining the amount of indebtedness owed to or by clients;**  
確定有關公司對客戶或客戶對有關公司的債務；
  - viii. **collection of amounts outstanding from clients and those providing security for clients' obligations;**  
向客戶及為客戶提供擔保或抵押的人士追收欠款；
  - ix. **meeting the requirements to make disclosure under the requirements of any rule, relation or law binding on the Companies; and**  
根據有關公司須遵守的規則、條例及法例要求作出披露；及
  - x. **purposes relating thereto**  
與上述有關的用途。
5. **Data held by the Companies relating to clients will be kept confidential but the Companies may provide such information to:-**  
有關公司會把客戶的資料保密，但有關公司可能會把有關資料提供給：
  - i. **any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, futures contract clearing or other services to the Companies in connection with the operation of their business;**  
任何中間人、承包商、或提供行政、電訊、電腦、支付、證券結算或期貨結算或其他和有關公司業務運作有關的服務的第三者服務供應人；
  - ii. **any other branch of the Companies;**  
有關公司的任何分行；
  - iii. **any other person under a duty of confidentiality to the Companies including a group company of the Companies which has undertaken to keep such information confidential;**  
任何對有關公司有保密責任的人，包括對有關公司有保密資料承諾的與有關公司同一集團的公司；
  - iv. **any financial institution or dealer with which clients have or proposed to have dealings;**  
任何和客戶已有或建議交易的金融機構或財務機構；
  - v. **any actual or proposed assignee of the Companies or participants or sub-participants or transferee of the Companies' rights in respect of the clients; and**  
任何有關公司的實在或建議受讓人或參與人或附屬參與人或有關公司對客戶的權利的受讓人；及
  - vi. **any of the Companies' authorized debt collection agencies and other authorized parties for the purpose of collection, recovery and any other actions or remedies available legally to the Companies for outstanding debt due to the Companies.**  
任何認可的收賬公司及其他組織，以便有關公司收取款項、追討欠款或採取向客戶追收欠款有關的合法行動或措施。

6. Under and in accordance with the terms of the Ordinance, any individual:-  
根據私隱條例中的條款，任何人任：
- i. has the right to check whether the Companies hold any data about him and the right of access to such data;  
有權查核有關公司是否持有他的資料及有權查閱有關的資料；
  - ii. has the right to require the Companies to correct any data relating to him which is inaccurate; and  
有權要求有關公司改正與其有關之不準確的資料；及
  - iii. has the right to ascertain the Companies' policies and practices in relation to data and to be informed of the kind of personal data held by the Companies  
有權查悉有關公司處理資料的政策及實際運用，以及要求有關公司透露持有其何種個人資料。
7. In accordance with the terms of the Ordinance, the Companies have the right to charge a reasonable fee for the processing of any data access request.  
根據私隱條例的規定，有關公司有權就處理任何查閱資料的要求收取合理費用。
8. Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections, should be addressed to:-  
如客戶對本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函：-

Data Protection Officer  
資料保護主任  
Yee On Securities Limited  
怡安證券有限公司  
Unit A, 22/F, EIB Centre, 40-44 Bonham Strand, Sheung Wan, Hong Kong.  
香港上環文咸東街四十至四十四號泰基商業大廈二十二樓 A 室

Please confirm your acceptance of the terms of this notice by signing the attached consent letter of Personal Data (Privacy) Ordinance.  
請閣下在內附的同意書上簽署，以便確認收到及同意接納此條款。

## Consent Letter of Personal Data (Privacy) Ordinance 個人資料(私隱)條例之同意書

To: Yee On Securities Limited  
致: 怡安證券有限公司  
Unit A, 22/F, EIB Centre, 40-44, Bonham Strand, Sheung Wan, Hong Kong.  
香港上環文咸東街四十至四十四號泰基商業大廈二十二樓A室

Client Name: \_\_\_\_\_  
客戶名稱

Client A/C No.: \_\_\_\_\_  
客戶號碼

Dear Sirs,  
敬啟者，

I/We, the undersigned, hereby confirm and acknowledge that, I/We have read and understood the Notice of Personal Data (Privacy) Ordinance (Chapter 486). I/We consent to the use of such data and all personal data previously supplied to YOS for the purposes set out in the Notice and for any other purposes directly relating to those purposes.  
本人/吾等確認已詳閱及清楚明白有關怡安根據個人資料(私隱)條例第486章之告示內的一切內容，本人/吾等同意怡安根據通告內之政策及措施使用本人/吾等所提供之個人資料於有關事項。

\_\_\_\_\_  
Client's Signature/Company Chop  
客戶簽署/公司印章



\_\_\_\_\_  
Date(dd/mm/yy)/日期(日/月/年)

**FOR OFFICE USE ONLY / 由怡安證券填寫**

The undersigned person hereby certify the signing of documents and Agreement by the above Client with following copies of related identity documents:-

下述簽署人士謹此驗證上述客戶簽立此文件及協議書及附交下列有關的身份證明文件副本:

- Hong Kong Identity Card/香港身份證
- Latest three months Residential / Business\*Address Proof/最近三個月內住址/商業地址\*證明
- Valid Hong Kong Business Registration Certificate/有效的公司商業登記證
- Certified True Copy of Certificate of Incorporation/公司註冊證驗證副本
- Certified True Copy of Memorandum and Articles of Association/公司組織大綱及章程驗證副本
- Minutes Resolving The Account Opening/公司授權開戶議案

Signed and Certified by/簽署及驗證

\_\_\_\_\_  
Signature/簽署

\_\_\_\_\_  
Name/姓名

\_\_\_\_\_  
Position/職位

\_\_\_\_\_  
Date/日期

**YEE ON SECURITIES LIMITED**  
**怡安證券有限公司**

**SIGNATURE CARD**  
**印鑑咭**

Account Name: 賬戶名稱:	Account Number: 賬戶號碼:
Account Type: 賬戶類別:	Effective Date: 生效日期:
Specimen signature(s) to effect trading and activities with securities trading account: 進行證券戶口買賣交易及活動之簽名式樣:	
Authorized Signature: 授權簽署:	Authorized Signature: 授權簽署:
Name & Title: 姓名及職銜:	Name & Title: 姓名及職銜:
Authorized Signature: 授權簽署:	Authorized Signature: 授權簽署:
Name & Title: 姓名及職銜:	Name & Title: 姓名及職銜:
Signing Authority: 簽署授權:  Any _____ of the above may sign and effect trading and activities with securities trading account. 以上任何 _____ 人士可簽署及進行證券戶口買賣交易及活動。	

Specimen Chop (for corporate/sole proprietor/partnership\*account):  
圖章式樣 (公司/獨資經營/合夥經營\*賬戶適用)

--

Signed By:  
簽署:

\_\_\_\_\_  
Client's Signature(s) and Company Chop( if applicable)  
客戶簽署及公司圖章(如適用)

## ADDITIONAL RISK DISCLOSURE STATEMENTS

### 附加風險披露聲明書

#### Risk of Trading Derivative Products 買賣衍生產品的風險

##### 1. Expiry considerations 有效期的考慮

Derivative products have an expiry date after which the issue may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

衍生產品設有到期日，到期後產品便會失去價值，投資者須留意產品的到期時間，確保所選產尚餘的有效期能配合其交易策略。

##### 2. Gearing risk 槓桿風險

Derivative warrants and callable bull/bear contracts are leveraged and their value could change rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of derivative products may fall to zero resulting in a total loss of their initial investment.

衍生權證及牛熊證均是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變，投資者須留意，有關產品的價值可以跌至零，當初投資的資金可以盡失。

##### 3. Extraordinary price movements 特殊價格移動

Outside influences such as market supply and demand factors may cause the price of a derivate product to deviate from its theoretical price. As a result, actual traded prices can be higher or lower than the theoretical price.

衍生產品的價格或會因外來因素(如市場供求)而有別於其理論價，因此實際成交價可以高於或低於理論價。

##### 4. Issuer default risk 發行人失責風險

In the event that a derivative product issuer becomes insolvent and defaults on their listed securities, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of derivative product issuers.

倘若衍生產品發行人破產而未能履行其對所發行證券的責任，投資者只被視為無抵押債權人，對發行人任何資產均無優先索償權。因此，投資者須特別留意衍生產品發行商的財力及信貸評級。

##### 5. Foreign exchange risk 外匯風險

Underlying assets of derivative products could be denominated in a currency different from an investor's base currency. Hence, investors are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the value of the underlying asset of a derivative product, thereby affecting the price of the derivative product.

衍生產品的相關資產或牽涉其他國家的貨幣，因此，投資者需要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響衍生產品的價格。

##### 6. Liquidity risk 流通量風險

Liquidity providers assigned by derivative product issuers provide two way quotes to facilitate trading of the products. In the event that a liquidity provider defaults or ceases to fulfill its role, investors may not be able to trade the relevant product until a new liquidity provider has been assigned.

由衍生產品發行人委任的流通量提供者，其職責在於為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者就不能進行買賣，直至有新的流通量提供者被委任。

##### 7. Uncollateralised product risk 非抵押產品風險

Uncollateralised derivative products are not asset backed. In the event of the bankruptcy of the issuer, investors could lose their entire investment. Investors should consult the listing documents to determine whether a product is uncollateralised.

非抵押衍生產品並沒有資產擔保，倘若發行商破產，投資者可能損失其全數投資。要確定產品是否非抵押，投資者須參考上市文件。

## **Risk of Trading Derivative Warrants 買賣衍生權證的風險**

### **1. Time decay risk 時間損耗風險**

All factors being equal, derivative warrant value will decay over time as it approaches expiry. Derivative warrants would have no value upon expiry and should not be viewed as long term investments.

假若其他情況不變，衍生權證愈接近到期日，價值會愈低。衍生權證於到期日更可能沒有價值，因此不應被視為長線投資。

### **2. Volatility risk 波幅風險**

Prices of derivative warrants may increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the volatility of the underlying asset.

衍生權證的價格可隨相關資產價格的引伸波幅而升跌，投資者須注意相關資產的波幅。

## **Risk of Trading Callable Bull/Bear Contracts (CBCs) 買賣牛熊證的風險**

### **1. Mandatory call risk 強制收回風險**

Investors trading CBCs should be aware of their intraday “knockout” or mandatory call feature. A CBC will cease trading when the underlying asset value equals the mandatory Call Price as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBCs as calculated by the product issuer in accordance with the listing documents, and the residual value can be zero. Once the CBC is called, even though the underlying asset may bounce back in the right direction, the CBC which has been called will not be revived and investors will not be able to profit from the bounce back.

投資者須留意牛熊證可能即日「取消」或強制收回的風險。若牛熊證的相關資產值等同上市文件所述的強制收回價，該牛熊證即會停止買賣。屆時，投資者只能收回已停止買賣的牛熊證由產品發行商按照上市文件所述計算出來的剩餘價值，而剩餘價值可能是零。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，故投資者不會因價格反彈而獲利。

### **2. Risk of CBCs close to Call Price 接近收回價時的風險**

When the underlying asset is trading close to the Call Price, the price of a CBC may be more volatile with wider spreads and uncertain liquidity. CBC may be called at any time and trading will terminate as a result. However, the trade inputted by the investor may still be executed and confirmed after the Mandatory Call Event (MCE) since there may be some time lapse between Mandatory Call Event time and suspension of the CBC trading. Any trades executed after the MCE will not be recognized and will be cancelled. Therefore, investors should be aware of the risk and ought to apply special caution when the CBC is trading close to the Call Price.

相關資產價格接近收回價時，牛熊證的價格可能較波動，買賣差價轉闊，流通量減低，牛熊證亦隨時會被收回而交易終止。由於觸發強制收回事件與牛熊證實際停止買賣之間可能會有一些時差，交易或會在強制收回事件發生後才達成及被確認。但任何在強制收回事件後始執行的交易將不被承認並會被取消。因此，投資者買賣接近收回價的牛熊證時需額外留意。

## **Risk of Trading Exchange Traded Funds(ETFs) 買賣交易所買賣基金的風險**

### **1. Market risk 市場風險**

An ETF is exposed to the economic, political, currency, legal and other risks of a specific sector or market related to the index and the market that it is tracking.

交易所買賣基金要承受其所追蹤指數及市場牽涉的市場或行業的經濟、政治、貨幣、法律或其他方面風險。

### **2. Tracking error risk 追蹤誤差風險**

This is the disparity between the performance of the ETF and the performance of the underlying benchmark. Tracking error may arise due to various factors such as changes in the composition of the underlying benchmark and type of ETF (e.g. physical vs synthetic), failure of the ETF's tracking strategy, impact of fees and expenses, foreign exchange differences between the base currency or trading currency

of the ETF and the currencies of the underlying investments.

這是指交易所買賣基金的表現與相關基準組合的表現脫節。原因可能是相關基準組合或交易所買賣基金類別(指實物資產相對於合成)的改變、基金經理的複製策略失效、交易費及其他費用、基準貨幣及交易貨幣及相關資產的外匯風險等因素。

### 3. **Risk in trading at discount or premium to NAV** 以資產淨值折讓或溢價交易

As the trading price of the ETF is typically determined by the supply and demand factors, the EFT may trade at a price higher or lower than its Net Asset Value (NAV). In the case when the ETF is terminated, investors who bought at a premium may suffer a loss and would not be able to recover it through the fund.

交易所買賣基金的價格典型地受供求因素影響，故其買賣價格或會高於或低於其資產淨值。若相關的交易所買賣基金被終止，投資者在高於資產淨值價格買入基金或有損失及將無法全數取回當初投資的金額。

### 4. **Foreign exchange risk** 外匯風險

Investors trading ETFs with underlying assets not denominated in their same local currency are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the value of the underlying asset of an ETF, thus affecting the price of the ETF.

投資者買賣的交易所基金的相關資產可能牽涉其他國家的貨幣，因而需要面對外匯風險。貨幣兌換率的波動可對交易所買賣基金之相關資產的價值造成負面影響，繼而影響交易所買賣基金的價格。

### 5. **Liquidity risk** 流通量風險

Market makers help to provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more market makers, there is no assurance that active trading will be maintained. In the event that the market makers default or cease to fulfill their role, investors may not be able to buy or sell the ETF or may find the market price of the ETF is at a discount or premium to its NAV.

證券莊家為交易所買賣基金提供流通量。儘管多數交易所買賣基金有多於一個或以上的證券莊家，但無法保證該證券莊家能維持流通量，若莊家失責或停止履行職責，投資者或不能買賣該交易所買賣基金，又或發現價格相對資產淨值有折讓或溢價。

### 6. **Stock lending risk** 股票借貸風險

An ETF which engages in stock lending faces the risk that the borrower may not return the securities lent by the ETF as agreed, and thus the ETF may experience losses due to its stock lending activities.

涉及股票借貸活動的交易所買賣基金可能需要面對和承擔借股人沒按協定償還所借出證券的風險，因此會對該交易所買賣基金構成若干損失。

## **Counterparty Risk involved in ETFs with different replication strategies** 交易所買賣基金的不同複製策略涉及對手風險

### 1. **Full replication and representative sampling strategies** 完全複製及選具代表性樣本策略

Under a full replication strategy, an ETF generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. Under a representative sampling strategy, an ETF invests in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

在完全複製策略下，交易所買賣基金採用相同比重以達致投資於所有的成份股/資產的基準。而選具代表性樣本策略，則是指該交易所買賣基金只投資於其中部分(而不是全部)的相關成份股/資產。直接投資相關資產而不經第三者所發行合成複製工具的交易所買賣基金，其交易對手風險通常不會出現太大問題。

### 2. **Synthetic replication strategies** 綜合複製策略

Synthetic ETFs may invest in over-the-counter derivatives issued by counterparties and thus may suffer losses potentially equal to the full value of the derivatives issued by a counterparty upon its default. Hence, synthetic ETFs are exposed to both the risks of the underlying stocks /assets as well as the default risk of the counterparty that issues the financial derivative instruments for replicating the performance of the index. Some synthetic ETFs may invest in financial derivatives issued by a number of counterparties to diversify counterparty credit risk concentration. However, the more counterparties an ETF has, the

higher the mathematical probability of the ETF being affected by a counterparty default which may lead to losses to the ETF. Synthetic replication ETFs can be further categorized into two forms:

合成的交易所買賣基金可能會投資於由交易對手發行的場外衍生工具，以模擬相關指數的表現。因此，這類交易所買賣基金或會因交易對手違責而蒙受損失，虧損金額可高達衍生工具的全部價值。因此，投資於該類產品時，須面對相關股票/資產的風險，以及發行有關金融產品的交易對手失責風險。部分交易所買賣基金會通過從多家不同的交易對手買入金融衍生工具，以分散交易對手的信貸風險。不過，交易所買賣基金的交易對手愈多，出現交易對手違責事件的機會率便愈高。合成的交易所買賣基金可再分為兩種：

a.) **Swap-based ETFs** 以掉期合約構成

ETF managers may replicate the benchmark performance through total return swaps without purchasing the underlying assets. Swap-based ETFs would expose to counterparty risk of the swap dealers and may suffer losses if such dealers default.

交易所買賣基金經理以總回報掉期合約，以複製基金基準的表現而不用購買其相關資產。若掉期交易商失責，基金或需蒙受源自掉期交易商的交易對手風險。

b.) **Derivative embedded ETFs** 以衍生工具構成

ETF managers may synthetically replicate the economic benefit of the relevant benchmark by the use of other derivative instruments. These instruments may be issued by one or multiple issuers. Derivative embedded ETFs would expose to counterparty risk of the instruments' issuers and may suffer losses if such issuers default. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivatives issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a "knock-off" effect on the other derivatives counterparty of a synthetic ETF. Some ETFs may acquire collateral, but it may subject to counterparty risk if the collateral provider is not fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

交易所買賣基金經理也可利用其他衍生工具，綜合複製相關基準的經濟利益。有關衍生工具可由多於一個發行商發行。若發行商失責，基金或須蒙受源自發行商的交易對手風險。此外，亦應考慮有關衍生工具發行商的潛在連鎖影響及集中風險(例如，由於衍生工具發行商主要是國際金融機構，若合成的交易所買賣基金的其中一個衍生工具交易對手倒閉，即可能對該交易所買賣基金的其他衍生工具交易對手產生「連鎖」影響)。交易所買賣基金即使取得抵押品，基金也需承受抵押品提供者的失責風險。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

## **Risk of Trading ELIs 買賣股票掛鈎票據的風險**

### **1. Possibilities of losing investment 賠本可能**

Investors may lose part or all of their investment if the price of the underlying security moves against their investment view.

如正股價格變動與投資者事前看法不同，有可能要虧損部分甚至全部本金。

### **2. Exposure to equity market 承受股本市場風險**

Investors are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Investors must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment.

投資者需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的款項。

**The above explanatory statement does not disclose or explain all of the risks and other significant aspects of trading in derivative products. In light of the risks, an investor should not engage in trading in derivatives unless the investor understands the nature of the transactions into which the investor is entering and the extent of the investor's exposure to risk. An investor should carefully consider whether trading in derivatives is appropriate for him in light of the investor's investment experience, objectives, risk appetite, financial resources and other relevant circumstances. If in doubt, investors are strongly advised to seek independent and professional advice from legal, tax, financial and other professional advisers. For the protection of your rights, you should visit the websites of Securities and Futures Commission of Hong Kong (<http://www.sfc.hk>) and the Hong Kong Exchanges and Clearing Limited(<http://www.hkex.com.hk>).**

以上的解釋文件並沒有披露或解釋所有有關買賣衍生產品之風險及其他重要事項。就風險方面，除非投資者明白所投資的交易性質及投資者需承受之風險程度，否則投資者不應參與買賣衍生產品。投資者應仔細考慮本身的投資經驗，投資目標，風險承受能力，財務狀況及其他相關因素，方決定是否適合進行有關衍生產品交易。如有疑問，請向法律、稅務、金融及其他專業顧問尋求獨立及專業的意見。為更能保障閣下權益，閣下應瀏覽香港證券及期貨事務監察委員會的網頁(<http://www.sfc.hk>) 及香港交易及結算所有限公司的網頁(<http://www.hkex.com.hk>)。

## ACKNOWLEDGEMENT BY CLIENT

客戶的確認

I/We \_\_\_\_\_ have been provided with this Additional Risk Disclosure Statements in language of my/our choice (English/Chinese): and I/We was/were invited to read and understood the Additional Risk Disclosure Statements.

本人/吾等 \_\_\_\_\_ 經已按照本人/吾等所選擇的語言(英文/中文)獲提供此附加風險披露聲明書，及本人/吾等經已獲邀閱讀及明白此附加風險披露聲明書。

\_\_\_\_\_  
Signed by Client/Business Chop

客戶簽署/公司印章

期日：

Name of Client/賬戶名稱: \_\_\_\_\_

Account No./賬戶號碼: \_\_\_\_\_

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Signature Verified/核對簽名

Date/日期：

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Checked By/驗證

Date/日期：

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Date/日期：