Yuet Sheung International Securities Limited 粵商國際證券有限公司

Room 2704,Shun Tak Centre West Tower,168-200 Connaught Road Central,Sheung Wan,Hong Kong
上環干諾道中168-200號信德中心西座27樓04室

Exchange Participant of the SEHK 香港聯合交易所有限公司參與者

Licensed Corporation under the SFO with CE No: BEZ371 《證券及期貨條例》下持牌法團中央編號：BEZ371

CLIENT INFORMATION FORM (Corporate) 客戶資料表格 (公司)

Account Type(s) 帳戶類別	Effective Date 戶口生效日	Name of AE 客戶主任	
☐ Securities Account (Cash)	證券帳戶 (現金)	Account No. 帳戶號碼	

Please read the Customer Agreement before signing thisform
請在簽署本表格前仔細閱讀客戶協定合約

1. Corporate Data 公司基本資料

Name of Company 公司名稱 English英文	
Name of Company 公司名稱 Chinese中文	
Registered Address 註冊地址	
Place of Incorporation 註冊地點	
Date of Incorporation 註冊日期	
Principal Business Address 主要辦事地址	
C.I. No. 公司註冊證書號碼	
Business Registration No. (H.K.) 香港商業登記編號	
Nature of Entity 公司性質	☐ Private 私人公司 ☐ Public 上市公司 ☐ BVI BVI公司
Nature of Business 業務性質	

Contact Person 聯絡人			
Office Tel. 辦公電話	Mobile Phone 手提電話	FaxNo. 傳真	E-mail Address 電子郵件

Correspondence 郵寄地址
(Choose one only, all correspondence including Statement of Account are tobe sent to 僅選其一，所有通訊包括戶口結算單請寄往)

☐ Office Add. 辦公地址 ☐ Email 電郵 (推薦)

☐ Other 其他：______________________________________

Bank Account Record 銀行戶口紀錄 (For fund deposit only只作入數之用)				
			內地銀行專用	
Currency 貨幣	Name of Bank 銀行名稱	Account No. 帳戶號碼	Swift Code 銀行國際代碼	Branch & sub-branch Add. 分行支行地址
HKD 港幣				
USD 美元				
CNY 人民幣				

2. Major Shareholders (Shareholding of 5% or more) 主要股東 *(持有5%或之上股權)

Names 姓名	Residential Address 住宅地址	Passport/ ID/ Place of Issue 護照/身份證/簽發地	No. of Shares 持股數量 (%)

*If a registered shareholder is not the beneficial owner of the shares, please declare the ultimate beneficial owner of the shares.

*如註冊股東非股份的最終受益人， 請注明該股份最終受益人。

3. All Directors 所有董事

Names 姓名	Residential Address 住宅地址	Passport/ ID/ Place of Issue 護照/身份證/簽發地

4. Authorized Person(s) Signature 授權人士簽署

The Account may be operated by the following person(s): Authorized Signer(s) or Trading Representative(s).
根據簽署安排， 帳戶運作可分授權簽署人士或授權交易代表。

Trading Authorization 授權交易指示

Given by any one of the Trading Representative, Please tick appropriate box.
下表中任何一位元授權交易代表作出交易指示， 請在以下方格內加上R。

Authorized Person's Name 授權人士姓名	Position 職位	Passport/ID No. 護照/身份證	Phone/ Mobile No. 電話/手機	Specimen Signature 簽署式樣	
					☐
					☐
					☐
					☐

Signing Instruction 授權簽署指示:

☐ Anyone of the signature is required to sign singly 任何一位人士單獨簽署

☐ Any two of the above signatures are required to sign jointly 任何兩位人士聯合簽署

Specimen of Company Chop
公司圖章式樣

5. Investment Experience and Objectives 投資經驗及目的

Investment Objectives 投資目的

☐ Capital appreciation 資本增值　☐ Dividend yield 股息回報

☐ Hedging 對沖　☐ Speculation 投機

☐ Other 其他：________________

Investment Experience 投資經驗

☐ Nil 沒有　☐ Yes 有,　Years of Experience 年資 ____________

☐ Stocks 證券　☐ Warrants 認股權證　☐ CBBC 牛熊證

☐ Options 期權　☐ Futures 期貨

☐ Other 其他：________________

Estimated Investment Amount 估計投資金額: ________________

6. Client's Knowledge of Derivative Products 客戶對衍生產品的認識

The Client acknowledges and understands Yeut Sheung International Securities will assess whether the Client has adequate knowledge on derivative products according to the information the Client provided.
客戶知悉及明白粵商國際證券將根據以下的資料以評估客戶是否對衍生工具產品有認識。

☐ Client had undergone training or attended courses related to derivative products.
客戶曾接受有關衍生產品的培訓或修讀相關課程。

☐ Client has current or past work experience related to derivative products.
客戶現時或過去擁有與衍生產品有關的工作經驗。

☐ Client has executed 5 or more transactions in derivative products in the past 3 years, e.g. Derivative Warrants, Callable Bull/Bear Contracts, Stock Options, Futures & Options, and Exchange Traded Funds, etc.
客戶于過去三年內曾執行5次或以上有關衍生產品的交易,例如：衍生權證、牛熊證、股票期權、期貨及期權、及交易所買賣基金等。

☐ **I/We (the Client) will NOT trade derivative products with and through Yeut Sheung International Securities. However, if I/We (the Client) start trading derivative products with and through Yeut Sheung International Securities, I/We (the Client) acknowledge and accept the risks that may be caused by trading these derivative products and agrees to bear such risks, as well as to take responsibilities involved.**
本人(客戶)不會在粵商國際證券進行衍生產品買賣交易。如本人(客戶) 日後決定通過粵商國際證券進行衍生產品買賣交易，即代表本人(客戶)知悉及接受相關衍生產品所帶來的風險及須承擔風險及責任。

7. Financial Information 財政資料

Authorized Capital 法定股本		Paid-up Capital 發行股本	
Net Asset Value based on latest audited accounts 根據最近的審計帳目，淨資產為			
Profit after Tax based on latest audited accounts 根據最近的審計帳目，除稅後盈利為			

8. Declaration 聲明

Is the client the ultimate beneficial owner(s) of the Account? 貴公司是否是此帳戶的最終受益人?

☐ Yes 是。

☐ No, detail of the ultimate beneficial owner(s) of the Account is/are:
不是，該帳戶最終受益人情況如下：

Name 姓名:________________________ Telephone 電話: ____________________

ID No./Passport No. (Place of Issue): ____
身份證號碼/護照號碼 (簽發地):

Address 地 : ____

____

Is the client a Licensed Corporation registered with SFC? 客戶是否是證券及期貨事務監察委員會之持牌或註冊法團?

☐ Yes 是。 CE No.持牌或註冊人中央編號碼: ____________________

☐ No, 不是。

Is any Director, Shareholder or Authorized Person of the Client an employee of any participant of the Stock Exchange of Hong Kong or a registered person under the Securities and Futures Ordinance?
貴公司之任何董事、股東或授權人士是否是聯交所參與者之雇員或根據證券及期貨條例註冊的持牌人士?

☐ Yes 是。 ☐ No, 不是。

Director/Shareholder/Authorized Person Name
董事、股東或授權人士姓名

Participant Name
參與者名稱

CE. No.
中央編號

Position
職位

Is any Director, Shareholder or Authorized Person of the Client a staff of Yuet Sheung International Securities Limited ("YUET SHEUNG INTERNATIONAL SECURITIES")?
貴公司之任何董事、股東或授權人士是否是粵商國際證券有限公司 (「粵商國際證券」)的職員?

☐ Yes 是。 ☐ No, 不是。

Name
姓名

Position
職位

Is any Director, Shareholder or Authorized Person of the Client have any relationship with the staff of YEUT SHEUNG INTERNATIONAL SECURITIES? 貴公司之任何董事、股東或授權人士與粵商國際證券的職員是否有親戚關係?

☐ Yes 是。 ☐ No, 不是。

Staff Name
職員姓名

Relationship
關係

Is any Director, Shareholder or Authorized Person or Related Company of the Client a customer of YUET SHEUNG INTERNATIONAL SECURITIES? 貴公司之任何董事、股東、授權人士或其關聯公司是否是粵商國際證券的客戶?

☐ Yes 是。 ☐ No, 不是。

A/C No.
帳戶號碼

A/C Name
帳戶名稱

Are you, either shareholder, directors or company, in control of 35% or more of the issued shares of any client of YUET SHEUNG INTERNATIONAL SECURITIES? 貴公司之任何董事是否與其公司共同控制粵商國際證券的其它客戶35%或以上投票權?

☐ Yes 是。 ☐ No, 不是。

A/C No.
帳戶號碼

A/C Name
帳戶名稱

9. FATCA Identity Declaration 美國納稅人身份聲明

iv) Are you a U.S. resident (including U.S. tax resident), U.S. Citizen or holder of U.S. Permanent Resident Card (Green Card)?
閣下是否美國居民（包括需要繳交美國稅項之人士）、美國公民或美國永久居民身份證 (綠卡)持有人？

☐ No, 不是。 ☐ Yes, 是。

If answer is YES, please complete the Form W9 and provide your U.S. Tax Identification Number (TIN).

如果答案為「是」，請填寫表格 W9 並提供閣下于美國國稅局之 TIN 號碼。

If answer is NO, please answer the following question (v).

如果答案為「不是」，請回答下列問題(v)。

v) Are you going to trade U.S. Securities or Commodities?
閣下會否買賣美國股票或商品期貨？

☐ No, 不會。 ☐ Yes, 會。

If answer is YES, please complete the form W-8BEN-E.
如果答案為「會」，請填寫表格W-8BEN-E 。

10. Acknowledgement and Execution by the Client 客戶確認及簽署

I/We confirm and represent that the information on this Client Information Form is true, complete and correct and that the representations in the attached agreement are accurate. YUET SHEUNG INTERNATIONAL SECURITIES is entitled to rely fully on such information and representations for all purposes, unless it receives notice in writing of any change. YUET SHEUNG INTERNATIONAL SECURITIES is authorized at anytime to contact anyone, including client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Information Form.

本人/吾等在此聲明在客戶資料表格所提供的資料全部為真實、完整和正確， 以及附上的協議中的陳述均屬準確。除非粵商國際證券接到更改有關本資料表格內容的書面通知， 否則粵商國際證券可完全依賴這些資料及陳述做一切用途。客戶授權粵商國際證券可隨時聯絡任何人包括客戶的銀行、經紀或任何信貸機構等， 核實本資料表內的資料及陳述。

I, the undersigned Client(s), agrees to open the Securities Account with YUET SHEUNG INTERNATIONAL SECURITIES upon and subject to this Client Information Form, the relevant Sections of the "Customer Agreement" and all the provisions of the rules and guidelines promulgated by YUET SHEUNG INTERNATIONAL SECURITIES from time to time (collectively referred to as "All Those Terms"). All Those Terms have been published at YUET SHEUNG INTERNATIONAL SECURITIES website. The undersigned Client(s) has already been advised by YUET SHEUNG INTERNATIONAL SECURITIES to seek independent legal advice for All Those Terms if necessary.

本人， 下述簽署客戶， 同意遵守此開戶表格、《客戶協定合約》之相關章數的所有條款及條件及其他由粵商國際證券 不時發出之守則及指引內之所有條款及條件(統稱"該等條款")開立證券帳戶， 而該等條款亦已刊載于粵商國際證券網址上。粵商國際證券已經建議客戶對上述之該等條款尋求獨立法律意見(如有需要)。

Authorized Signatory's Signature(s) with Business Chop
客戶授權人士簽署並加蓋公司業務章

Name 姓名 ______________	Name 姓名 ______________
Title 職務 ______________	Title 職務 ______________
Date signed 簽署日期 ______________	Date signed 簽署日期 ______________
Name of Witness 見證人名稱	Signature of Witness見證人簽署
ID No. /Passport 身份證/護照______________	Date signed 簽署日期 ______________

Notice: This Client Information Form should be accompanied by 注意：本客戶資料表需附上

1. A certified extract of the resolution of the Board of Directors ofthe Client 董事會決議摘要
2. A certified copy of the Certificate of Incorporation and Business Registration Certificate
   公司註冊證書及商業登記證書的核實副本
3. Memorandum and Articles of Association 組織章程大綱及章程細則
4. Certified copies ofthe I D Card or Passport of All Authorized Person(s) and Director(s) of the Client
   客戶所有授權代表及董事的身份證或護照經核實的副本
5. Correspondence proof (e.g. Recent 3 month's Water Bill, Bank Statement) 公司通訊位址證明
6. Certified copies of the audited accounts of the Client for the last financial year 最近經審計的財務報表(報告)
7. Director's Guarantee 董事擔保書 (If required by YUET SHEUNG INTERNATIONAL SECURITIES 如粵商國際證券有此要求)

11. Declaration by Licensed Representative / Staff 持牌代表 / 職員聲明

I, a Licensed Representative/Staff of YUET SHEUNG INTERNATIONAL SECURITIES, declare that I have explained the "Risk Disclosure Statement" in a language of the Client's choice (Chinese/English) and have also invited and suggested the Client to ask questions and take independent advice, if the client so wishes.

本人 為粵商國際證券的持牌代表/職員， 並謹此聲明及確認本人已按照上述客戶所選擇的語言(中文或英文) 解釋

☐ 《風險披露聲明》

並邀請及建議客戶就其內容和細則提出問題及可徵求獨立的意見(如客戶有此意願)。

Signed by Licensed Representative/Staff
持牌代表/職員簽署

Name of Licensed Representative/Staff
持牌代表/職員姓名 ______________________

Date
日期 ______________________

CE. Number
中央編號 ______________________

12. Acceptance and Signature of YUET SHEUNG INTERNATIONAL SECURITIES 粵商國際證券接納及簽署

Authorized Signature 授權代表簽署	Company Chop 公司印章

(Internal Usage 內部專用)

☐ Securities Account (Cash) 證券帳戶 (現金)

A/C Number 帳戶號碼 ______________________	A/C introduced by 介紹人 ______________________
A/E Code 經紀號碼 ______________________	A/E Name 經紀姓名 ______________________
Brokerage 傭金 ______________________	Minimum Charges 最低收費 ______________________
Interest Rate 息率 ______________________	Additional Info. 其他資料 ______________________
Cash Trade Limit 現金買賣限額 ______________________	Single Transaction Limit 單項交易限額 ______________________
Accumulate Trade Limit 累積交易限額 ______________________	Specimen Scanned Date 簽名素描日期 ______________________
Input Date 資料登錄日期 ______________________	Signature 簽署 ______________________
Password Date 密碼日期 ______________________	Signature 簽署
Data Checked Date 資料查核日期 ______________________	Signature 簽署
Approved Date 批准日期 ______________________	Signature 簽署 ______________________
Document Control Date (remarks) 檔案覆核日期 ______________________	

粵商國際證券有限公司
YUET SHEUNG INTERNATIONAL SECURITIES LIMITED

C U S T O M E R   A G R E E M E N T

客戶協定合約

戶口號碼 ACCOUNT NO.：

本協議由粵商國際證券有限公司(「粵商國際」)
1. 根據證券及期貨條例註冊為持牌法團；
2. CE 編號為: BEZ371；及
3. 註冊地址為: 香港上環干諾道中168-200號信德中心西座27樓04室
與在客戶開戶資料表列出姓名、地址及詳情的一方（客戶），
於________________年________________月________________日訂立。
本檔通過相關之戶口申請表內均含適用於及構成所有在粵商國際證券有限公司及開設之戶口之協定。請小心細閱本協定並保留作日後參考之用。

CLIENT'S ACCOUNT AGREEMENT
This agreement is made
the__________day of____________ ____________between YUET SHEUNG INTERNATIONAL SECURITIES LIMITED ("Yuet Sheung International Securities"),
1. A Licensed Corporation registered under the Securities & Futures Ordinance;
2. CE number BEZ371; and
3. Situated at Room 2704,Shun Tak Centre West Tower,168-200 Connaught Road Central,Sheung Wan,Hong Kong
and the party ("the Client") whose name,
address and descriptions are set out in the Client Information Form and the related documents hereto.
This document together with the related Client Information Form contains important terms and conditions that apply to and constitute the agreement on all Accounts with YUET SHEUNG INTERNATIONAL SECURITIES LIMITED. Please read this Agreement carefully and retain it for your future reference.

本檔通過相關之戶口申請表內均含適用於及構成所有在粵商國際證券有限公司及開設之戶口之協定。請小心細閱本協定並保留作日後參考之用。

1. 定義
1.1 在本協議中；
「戶口」指以閣下之名義不時為吾等之服務在吾等開立及維持之任何戶口；
「代理人」指所有在吾等提供服務時， 不時聘用之代理人、相聯者、附屬成員、代名人、交易商、經紀、對手方、承辦方、保管人、資訊服務提供者、執行設施提供者及其他金融產品提供者(包括其各自之授權代表):
「協定」指本協定(包括任何不時作出之修訂及增補)；
「結算所」就香港交易所而言， 指香港證券結算有限公司； 就其他交易所而言， 指向有關的交易所提供跟香港證結算有限公司相類之服務的結算公司；
「結算規例」指就香港交易所有限公司合約向香港交易所有限公司會員提供結算服務的結算所的一般規例及程式冊， 及向任何美國及/或其他國家交易所會員， 提供任何透過該等交易所進行合約買賣的結算服務的結算所的一般規例；
「賠償基金」指根據商品交易條例或根據美國及 / 或其他國家法制設立的任何類似賠償基金；
「交易所」指由閣下指示吾等代表閣下通過其進行證券交易之任何證券公會、市場或交易所。
「香港」指香港特別行政區；
「香港交易所」指香港交易及結算所有限公司；
「指示」指由閣下就買入賣出或任何證券之其他安排或交易；
「服務」指由吾等所提供， 讓閣下就買入、賣出、監管及在其他情況下處理證券任何戶口結餘及根據本協定規定可供使用或由本公司借出之保證金貸款， 及資訊服務發出指示之設施；
「證券」指任何由一個團體（不論屬法團與否）、政府或政府機關所將發行或已發行之股份、股額、債權證、債權股額基金、單位信託、債券票據或其他類似之工具、及任何通常被稱為證券的文書；
「交易」指已執行之指令；
「吾等」指粵商國際證券有限公司；
「不活躍」為任何戶口而言， 指任何戶口在過去連續 18 個月內無任何交易紀錄。
「閣下及閣下之」指簽署相關之戶口申請表及動用任何戶口要項之人士（包括任何公司）。
1.2 各條文之標題均僅供參閱之用， 不應視為修改或限制在修文中例明之任何權利或義務。
1.3 即使在本協議中“其他”、“附加”及“包括”之提述， 其前或後已有字詞或例子標示其一特定類別之作為、事件或事物， 亦不應因而只局部限定地解釋。
1.4 單身形式之提述應包含複數形式，反之亦然。意指某一性別之字詞應包含各種性別。

1. Definitions
1.1 In this Agreement:
"Account" means any account from time to time opened in your name and maintained with us for the Services;
"Agents" means all agents, associates, affiliates, nominees, dealers, brokers, counterparties, contractors, custodians, information service providers, providers of execution facilities and providers of other financial products (including their respective delegates) as may from time to time be engaged by us in providing the Services;
"Agreement" means this agreement as may from time to time be amended or supplemented;
"Clearing House" means Hong Kong Securities Clearing Co. Ltd. ("HKSCC") in relation to HKEx and, in relation to any other Exchange, the clearing house providing services similar to those of HKSCC to such Exchange;
"Clearing Regulations" means the General Regulations and Procedural Manual of the clearing house providing clearing services to members of any Exchange in Hong Kong, USA and/or other countries for contracts traded through or on the floor of that Exchange;
"Compensation Fund" means the compensation fund established pursuant to the Securities and Futures Ordinance or pursuant to any similar legislation in USA and/or other countries;
"Dormant" means, in respect of any Account, the state of any Account that has recorded no trading activity for a continuous period of eighteen (18) months.
"Exchange" means any Securities association, market or exchange through which you instruct us to transact Securities on your behalf and includes HKEx;
"Hong Kong" means the Hong Kong SAR;

"HKEx" means the Hong Kong Exchange and Clearing Limited;
"Instruction" means any instruction given by you for the buying, selling, other disposition or dealing of any Securities;
"Services" means the facilities provided by us which enable you to give Instructions to purchase, sell, custody and otherwise deal with Securities and/or Commodities (as the case may be) and any balance in the Account and utilize margin facility available or borrow from us in accordance with the provisions of this Agreement, and information services;
"Securities" means any shares, stocks, debentures, loan stocks, funds, unit trusts, bonds, or notes or other similar instruments of any kind of, to be issued or issued by, a body (whether incorporated or unincorporated) or of a government or government authority, and any instruments commonly known as securities and /or derivative products;
"Transaction" means an executed Instruction;
"We", "Us" or "our" means YUET SHEUNG INTERNATIONAL SECURITIES LIMITED (as the case may be);
"You" and "your" means the person(s) (including any corporation) who sign the related account application form and who utilize(s) any particular Account.

1.2 The heading of each provision is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

1.3 References to "other", "include" and "including" in this Agreement shall not be construed restrictively although they are respectively preceded or followed by words or examples indicating a particular class of acts, matters or things.

1.4 References to the singular shall include the plural and vice versa. Words importing a gender shall include every gender.

2. 適用範圍

本協議講開列出條款，吾等在合符該些條款的情況下，同意以閣下之名義開設並維持一個或以上的戶口， 作為閣下之證券買賣及其他交易之交易商及經紀，包括但不限於在香港交易所的主機板及創業板交易之證券， 並為閣下提供服務。所有由吾等代表閣下執行之證券出售， 購買及其他買賣交易均受制於本協定。

2. Application

This Agreement sets out the conditions subject to which we agree to open and maintain one or more Accounts in your name, to act as dealer and broker for you in the sale, purchase and other dealing of Securities, including but not limited to Securities traded on the Main Board and the Growth Enterprise Market of HKEx and to provide the Services to you. All Transactions for the sale, purchase and other dealing of Securities executed by us for you are subject to this Agreement.

3. 協議

閣下僅此同意遵守並受本協議之條文約束，而吾等具酌情決定權不是時對之進行刪除、增補或修改。

3. Agreement

You hereby agree to observe and be bound by the provisions of this Agreement and any deletions, additions or amendments as may from time to time be made by us at our discretion.

4. 本協議之修訂

4.1 修訂方式

吾等可隨時修改本協議條款， 但須於吾等網站商「客戶服務」網頁， 將修訂條款的通知明顯地刊登。吾等亦可寄送書函通知或已修訂之協議給閣下， 以通知閣下任何變更

4.2 閣下的接納

若閣下在該等修訂條款的通知公佈後， 仍繼續使用吾等或吾等之服務。閣下即會被視作已承認並接受該修訂條款。客戶可隨時到吾等網站上的「客戶服務」網頁， 點擊「客戶協定」方格， 覆核該等變更。

4. Modification of Agreement

4.1 Mode of modification

We may change the terms and conditions at any time by conspicuously posting notice of such change in the Customer Agreement online, located in the customer service section of our website. We may also notify you of any changes by sending a written notice or the revised Agreement to you.

4.2 Acceptance by you

Continued use of our Services after such notice will constitute acknowledgment and acceptance of the revised terms and conditions by you. You may review the changes online at any time by referring to our "Customer Service" section online and clicking on the "Customer Agreement" box.

5. 吾等及代理人之職分

5.1 代理人之聘用

吾等獲授權採用任何代理人之服務及將執行服務之任何部分授予任何代理人， 而代理人客接管為委託人或吾等或閣下之代理人身份。

5.2 代理人及交易之風險

閣下須承擔代理人之作為而引致的一切風險及承擔閣下交易之盈利能力或適當性之責任。

5. Our and Agents' Capacities

5.1 Use of Agents

We are authorized to engage the services of and delegate the performance of any part of the Services to any Agents who may act as principals or agents to us or you.

5.2 Risk of Agents and Transactions

You assume full risks of the Agents' performance and full responsibility for the profitability or suitability of your Transactions.

6. 交易所之選擇；適用規制及規例

6.1 於任何交易所進行交易

由吾等可通過獲授權作業務交易之任何交易所直接進行所有交易， 而吾等亦可具的酌情決定， 透過任何代理人間接通過任何交易所交易。

6.2 交易所之規則

由吾等實行之所有交易均需符合有關交易所或結算所之章程、規則、規例。慣例及常例所採取之行動的規限。如有的話， 及對吾等及代理人均具約束力的適用司法管轄區之法律。

6. Choice of Exchange; Applicable Rules and Regulations

6.1 Transaction on any Exchange

We may effect all Transactions directly through any Exchange where we are authorized to transact business and we may, at our discretion, deal through any Exchange indirectly through any of the Agents.

6.2 Rules of Exchange

All Transactions effected by us are subject to the constitution, rules, regulations, customs and usages of the relevant Exchange or Clearing House, if any, and the laws of applicable jurisdiction which are binding on us and the Agents.

7. 非香港居民或公司

7.1 從香港以外地方或由非香港居民發出指示

若閣下于本港以外居住或發出指示， 閣下同意確保及聲明該指示為符合閣下發出指示當地之有關司法管轄區之通用法律， 如有任何疑問， 需向該有關司法管轄區諮詢及聽取法律意見。

7.2 香港以外地方之徵稅
閣下同意就閣下于香港以外居住而發出的任何指示及為其執行須向有關當局繳交任何稅額、 稅項、徵稅或費用。

7. Non-Hong Kong Residents or Corporations
7.1 Instructions given outside Hong Kong or by non-Hong Kong resident or corporation
If you reside or (being a corporation) are incorporated outside Hong Kong, or give Instructions outside Hong Kong, you agree to ensure and represent that such Instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to you or from which your Instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.
7.2 Taxes outside Hong Kong
You agree to pay any taxes, duties, impositions or charges payable to the relevant authorities in respect of your residing or the giving of any Instructions outside Hong Kong and the execution of your Instructions.

8. 聲明、保證及確認
8.1 資料準確
閣下保證並確認閣下不時就本協議及相關之戶口申請表而提供予吾等之資料均為完整正確及最新。在吾等實際收到閣下以書面或吾等接受的其他方式送來之任何更新資料前，吾等有權依賴由閣下之前提供的資料。
8.2 年齡
若閣下為個人， 閣下須表明已達可訂立協議之合法年齡。
8.3 非持牌人及註冊人
除非閣下已另行以書面向吾等申報， 閣下現陳述閣下並非任何交易所、交易委員會、結算所、銀行或信託公司員工或高級人員， 根據《證券及期貨條例》持牌人或註冊人或任何引薦經紀的聯屬人、任何證券經紀或交易商的高級人員、合夥人、董事或員工。
8.4 負責人
對戶口內的每宗交易而言， 閣下是最初負責發出有關指示的人及將會促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（除非閣下另行以書面形式向吾等作出知會）。

8. Representations, Warranties and Undertakings
8.1 Accurate information
You warrant and confirm that the information provided by you to us in connection with this Agreement and the related account application form from time to time is complete, accurate and up-to-date. We are entitled to rely on such information until we have actually received any notice of change from you in writing or in such other manner as may be acceptable to us.
8.2 Age
If you are an individual, you represent that you are of sufficient legal age to enter into this Agreement.
8.3 Not Licensed or Registered Person
You represent that, unless you have previously disclosed in writing to us, you are not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed or registered person under the Securities and Futures Ordinance, or an introducing broker, or an officer, partner, director or employee of any securities broker or dealer.
8.4 Responsible Person
You are the person ultimately responsible for originating the Instructions in relation to each Transaction in your Account and shall stand to gain the commercial or economic benefit of such Transaction and/or bear their commercial or economic risk (except where such other person has been disclosed to us by you by written notice).

9. 保證就資料內容之重大變更進行通知
本協定雙方保證通知對方任何根據本協定提供之資料之任何重大變更。

9. Undertaking to notify Material Change in Information
Each party to this Agreement undertakes to notify each other of any material change in any information provided by such party in or pursuant to this Agreement.

10. 聯名戶口
10.1 生者享有繼承權
若閣下之任何戶口以聯名開立， 除非閣下通知吾等並提供吾等所要求之檔，否則該戶口應為所有戶口持有人以聯權共有形式持有， 生者享有繼承權 （ 給付生者) , 每一聯名戶口持有人不可撤銷地委任其他持有人為授權人，代表其作出各種行動，並就本協議所有相關事宜上作其代表， 吾等獲授權執行任何聯名戶口持有人之指示，或 向任何聯名持有人發出確認通知、其他通知書或通訊、或在其他情況下與任何聯名戶口持有人往來。對於依據本協議規定應向吾等支付的任何款項，不論有關債務是 其中一位或所有聯名戶口持有人所引用，每位聯名戶口持有人均須共同及個別負責。
10.2 身故通知
閣下保證會就任何聯名戶口持有人身故， 即時向吾等作書面通知。在聯名戶口當中有人身故的情況下， 吾等可據其酌情決定其認為必須合宜或適宜而作出的步驟， 要求提供該等檔，保留任何戶口之任何部分及限制任何戶口之交易，以保護其在現行或以後的法律下、在任何稅項、法律責任、罰則或損失方面的權益。
10.3 繳付稅款或開支
閣下同意因聯名戶口持有人當中有人身故或因動用死者在該戶口中的任何權益之財產， 所引致之稅收或其他開支， 應就任何戶口而繳付或向在生者之利益及死者財產之利益征取。

10. Joint Accounts
10.1 Right of survivorship
If any Account is opened in joint names, such Account shall be held by the Account holders as joint tenant with rights of survivorship (with the balance of the Account belonging to the survivor). Each joint account holder irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We are authorized to act upon the instructions of either of the joint Account holders, send confirmation advice, notices or other communications to either of the joint Account holders, or otherwise deal with either of the joint Account holders. Each of the joint Account holders shall be liable, jointly and severally, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of them.
10.2 Notice of death
You undertake to give us immediate notice in writing of the death of any joint Account holder. In the event of such death, we may take such steps, require such documents, retain any part of any Account and restrict Transactions in any Account as it may at our discretion deem necessary, advisable or desirable to protect our interests with respect to any tax, liability, penalty or loss under any present or future law.
10.3 Payment of tax or expense
You agree that any tax or other expense as the result of the death of one of the joint Account holders, or through the exercise by the deceased's estate of any rights in such Account, shall be payable out of any Account or chargeable against the interest(s) of the survivor(s) as well as against the interest of the deceased's estate.

11. 不提供意見
11.1 不具提議或建議之資料
當服務當閣下透過互聯網或其他媒介（包括網上資料）獲取投資研究報告或代理人的其他資料，該些資料之提供並不構成任何買賣證券之提議，意見或建議。閣下所

作之任何投資決定， 完全適根據閣下自行評估閣下個人之財務狀況及投資方針後作出之決定。"為確保第38條所載的合適性除外。"
11.2 不就資料負法律責任
閣下更同意吾等（包括吾等之董事、高級人員、雇員及代理人）不應就任何所提供之資料負上法律責任， 不論資料是否因應閣下之要求所提供。
11.3 重大利益
在為閣下執行交易時， 吾等或吾等之其中一間聯營公司可能于該項交易或相關證券擁有重大利益， 存在關係或安排。尤其， 吾等， 吾等之代理人或任何吾等之聯營公 司可能：
（a） 以主事人身份為自己的利益與閣下進行交易； 或
（b） 持有有關交易涉及的證券的倉盤或為有關證券的包銷商， 保薦人或其他身份參與該等證券之交易。

11. No Advice
11. 1Data notadvice or recommendation
While the Services enable you to access any investment research reports or other data of the Agents through the Internet or other medium,including computerized online data,the availability of such information does not constitute any advice, opinion or recommendation to buy or sell all or any of the Securities.Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives."other than to ensure suitability as set out in clause 38."
11.2 No liability on data
You further agree that we (including our directors, officers, employees and the Agents) shall not be liable in respect of any information rendered, whether such information was given at your request.
11.3 Material interest
When effecting Transactions for you, we, or one of our associated companies may have an interest, relationship or arrangement that is material in relation to the Transaction or the Securities concerned. In particular, either ourselves, our Agents or any of our associated companies may:
(a) effect Transactions with you as principal for their own account; or
(b) effect Transactions in Securities where they have a position in the relevant Securities or are involved with those Securities as underwriter, sponsor or otherwise.

12.指示
12.1密碼及使用者識別項
吾等將向閣下分配一個號碼、代碼或其他編碼（以下簡稱為“密碼”：讓閣下動用閣下任何之戶口， 閣下並須指定一組身份識別號碼， 代碼或其他編碼用作透過吾等之服務與吾等往來（以下簡稱為「使用者識別項」） 。

12.2指示方式
閣下應不時透過吾等所提供之服務以電子方式、口頭、電話或傳真或書面形式發出指示， 一旦接到該指示後， 吾等應根據該指示按其認為合理可行作證券買賣及/或交易或出售， 但只以吾等可酌情決定（但該酌情權不可以不合理的方式行使） 是否接受任何購入指示的情況為限， 若吾等認為需要的話， 吾等可要求閣下提供有關戶口的密碼及使用者識別項， 若閣下未能提供， 吾等可拒接受閣下的指示。

12.3 使用密碼及使用者識別項之指示具有效力及約束力
吾等有權奉行第 12.2 條中所述之方式發出之任何指示及將之視作具有效力， 而吾等不會對查究宣稱發出該指示之人士的許可權或身份或該指示之真確性， 不論當時之情況或指示之性質， 即使指示的字詞中有任何誤差、誤解、瞞騙 、虛假或不清晰之處。
12.4 閣下妥善保管密碼及使用者識別項之指責
對於密碼及使用者識別項之使用、安全及保密、以及通過任何用密碼或使用者識別項開立， 持有或動用的戶口進行之任何交易（不論是否經授權），閣下應負所有責任。
12.5 通訊設備之故障
閣下同意吾等毋須就通訊設備或不可靠之媒介之傳送中斷或故障而引致之任何指示之傳送、接收或執行之延誤或錯誤或歪曲或不完整負上責任。
12.6 指示之有效期
所有指示於發出當日有效， 該等指示如未能在有關交易所收市前或相關交易所規定之其他屆滿日期前執行， 將自動撤銷。任何於相關交易所交易日收市後收到之指示 將延之至下一個交易日執行， 而本 12.6 條將據此而適用於該等指示， 吾等可於該等指示自動撤銷或收到取消指示前隨時執行該等指示， 而閣下會對因此執行之該等交易負上全責。
12.7 指示之改變
閣下可要求取消或修改閣下之指示， 但吾等可酌情決定（但該酌情權不可以不合理的方式行使）拒絕接納該等要求， 指示只可於執行前取消或修改。由於市場指示會即時執行， 取消指示的機會相當罕有， 若閣下取消指示前已全部或部分執行， 閣下接受對已執行之交易負上全責， 而吾等無須就此負上法律責任。
12.8 執行代理
吾等一般以執行代理人身份執行閣下的指示。但若吾等就任何交易以主事人行事， 吾等將於有關每日交易結算中列明。

12．Instructions
12.1 IDs and Passwords
We will allocate a number, code or other sequence to you to gain access to each of your Accounts ("the ID") and you will also have to designate an identification number, code or other sequence for the purpose of gaining access to our Services ("the Password").
12.2 Mode of Instructions
You shall from time to time give Instructions, either through the Services electronically, verbally, by telephone or facsimile transmission or in writing. On receipt of such Instructions, we shall so far as we consider it reasonably practicable sell, purchase and/or deal with Securities provided always that we may at our discretion (such discretion not to be exercised in an unreasonable manner) accept or reject any purchase Instructions. If we consider necessary, we may require you to quote the ID and the Password applicable to your relevant Account and if you fail to do so, we may refuse to accept your Instructions.
12.3 Instructions using Password and ID deemed valid and binding.
We are authorized to act on and treat as valid any Instructions given in the manner specified in Clause 12.2, without any inquiry by us as to the authority or identity of the person purporting to give such Instructions or its authenticity, regardless of the prevailing circumstances or the nature of the Instructions and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions.
12.4 Your responsibility to safe-keep Password and ID
You accept full responsibility for the use, security and protection of the Password and the ID as well as for any Transaction (whether authorized or not) on an Account opened, held or accessed through the Password or the ID.
12.5 Breakdown of transmission of communication facilities
You agree that we will not be responsible for any delay or error in, or distortion or incompleteness of, transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication.
12.6 Validity period of Instructions
All Instructions are good for the day on which they were given. They will be automatically cancelled if not executed by the close of trading on the relevant Exchange or such other expiration date required by the relevant Exchange. Any Instructions received on a trading day after the close of trading on the relevant Exchange will be carried forward to the next trading day of that Exchange, and this Clause 12.6 will apply accordingly. We may execute the Instructions at any time prior to their automatic cancellation or receipt of cancellation Instructions, and you accept full responsibility for the Transactions so executed.
12.7 Change of Instructions
You may request to cancel or amend your Instructions but we may at our discretion (such discretion not to be exercised in an unreasonable manner) refuse to accept any such request. Instructions may be cancelled or amended only before execution. Cancellation of market Instructions are rarely possible as they are subject to immediate execution. In the case of full or partial execution of your Instructions before cancellation, you accept full responsibility for the executed

Transactions and we shall incur no liability in connection therewith.
12.8 Execution Agent
We will usually act as your execution agent in relation to your Instruction. However, if we act as principal to any Transaction, this will be disclosed to you in the relevant daily activities statements.

13. 交易上之限制
吾等可隨時按吾等之酌情決定暫時終止、禁止或限制閣下發出指示或取代戶口中證券的能力， 而不須向閣下作事先通知。

13. Restrictions on Trading
We may at any time, at our discretion and without prior notice to you, suspend, prohibit or restrict your ability to give Instructions or to substitute Securities in the Account.

14. 合併、分拆及先考慮指令、部分執行指令及發售新股之申請。
14.1 合併或分拆指令
閣下授權吾等可隨時酌情決定， 代表閣下將閣下的買賣證券或出售。
14.2 不作不利之買賣執行
吾等將確保合併或分析將不會引致執行閣下指示之價位較差于閣下執行獨立指示而取得之價位。若因所持之證券不足以應付購買指令而進行合併， 實際購買之證券數目將會在經合併的獨立指示間按比例分配。
14.3 優先排列最佳之買賣執行
閣下認知並同意吾等及/或吾等代理人可隨時為爭取較佳執行價位優先排列指示。
14.4 接受較低款項若特定數量之證券交易之指示未能全數執行，吾等
可酌情決定以較低數量執行證券之交易， 在該種情況下， 該已執行之部分將對閣下具約束力， 而閣下將接受該以已執行之部分。
14.5 發售新股之申請
閣下可要求吾等代表閣下認購新發行之證券。吾等可能被要求就該項申請作出保證或作出聲明，包括但不限於下列各項：
(a) 吾等獲適當授權代表閣下作出該等申請；
(b) 除吾等代閣下提出之申請外， 閣下並無為閣下之利益以自己或通過任何其他人士提出其他申請閣下僅此表明授權吾等向有關交易所或證券發行人提供該項保證或聲明。閣下知悉有關證券之發行人將依賴上述申述， 決定是否就吾等代閣下作出之申請作出股份分配。

14. Consolidation, Disaggregation and Prioritization of Orders, Partial Execution and IPO Application
14.1 Consolidation or disaggregation orders
You authorize us at any time and in our discretion to consolidate and/or disaggregate Instructions to purchase and/or sell Securities.
14.2 No less favorable execution
We will ensure that such consolidation or disaggregation will not result in the execution of your Instructions at a price less favorable than could have been achieved had your Instructions been executed individually. If insufficient Securities are available to satisfy purchase orders so consolidated, the number of Securities actually purchased shall be divided proportionately between the individual Instructions which were consolidated.
14.3 To prioritize for best execution
You acknowledge and agree that we and/or our Agents may at any time prioritize Instructions for best execution pricing.
14.4 Acceptance of lesser amount
Where an Instruction for effecting Transactions in Securities of a specified quantity cannot be effected in full, it may be effected in any lesser amount or quantity. In that event, such portion executed shall be binding on and be accepted by you.
14.5 Initial Public Offering application
You may request us to subscribe for new issue of Securities on your behalf. We may be required to provide warranty or make representation in respect of such application, including but not limited to the following:
(a) that we have due authority to make such application on your behalf;
(b) that no other application is being made for your benefit whether by yourself or by any other person other than the application submitted on your behalf.
You hereby expressly authorize us to provide such warranty and representation to the relevant Exchange or issuer of the relevant Securities. You acknowledge that the aforesaid declaration will be relied upon by the issuer of the relevant Securities in deciding whether or not to make any allotment of Securities in response to the application made by us as your agent.

15. 結算
15.1 不履行交付
(a) 閣下保證不會發出售賣不屬於閣下的證券之指示（即包含賣空行為）。然而， 閣下可透過與吾等訂立另一份協定而採取賣空服務。
(b) 如吾等按閣下之指示出售證券， 若因閣下未能如時向吾等交付而致使吾等未能交付證券， 這樣， 按照任何用法律、法規或法例之條文。吾等獲閣下授權借取、購入獲以其他方式取得可完成交付所需之證券。
(c) 閣下應承擔吾等因所述理由而蒙受或招致之任何費用、收費、損失、損害或其他任何法律責任， 包括吾等因安排任何借貸招致的補償、費用或收費， 並賠償閣下之有關費用、收費、損失、損害或法律責任。
15.2 購買之現金補敷
(a) 購入證券指示一經接收， 吾等會在戶口存有的現金結餘指撥出由吾等按酌情決定評估為足夠之款項， 以作為購入證券之全數價值及所有交易費用之現金補敷。
(b) 若戶口中存有之現金結餘不足， 吾等並無責任執行或回應該指示或就此事實只會閣下。
(c) 閣下確認在向吾等發出任何購買證券指示前， 確保戶口中存有足夠的現金結餘以交付所有購買證券連同交易費用， 為其獨有之責任。
15.3 欠繳費用
若閣下欠繳到期並應支付予吾等， 吾等之有聯繫實體(定義見證券及期貨條例) 或粵商國際證券有限公司任何成員及其子公司之任何款額， 吾等有權無須事先通知閣下，並可按其酌情權決定轉撥、出售或應用戶口之任何證券（包括銷售或變現所得之收益）或結餘， 清償閣下之債務。

15. Settlement
15.1 Default in making delivery
(a) You undertake not to give any Instructions for sale of Securities which you do not own (i.e. involves short selling). However, you may subscribe to short selling services by entering into another agreement with us.
(b) In case of sale of Securities by us at your Instructions, if we are not able to deliver Securities because of your failure to make timely delivery to us, then, subject to the provision of any applicable laws, rules or regulations, we are authorized by you to borrow, purchase or otherwise acquire Securities necessary to complete delivery.
(c) You shall be liable and shall indemnify us for any costs, charges, loss, damages or other liability whatsoever which we may sustain or incur by reason thereof including any premium, costs or charges incurred by us for arranging any borrowing.
15.2 Cash cover for purchase
(a) Upon receipt of any Instructions for the purchase of Securities, we may earmark against the available credit balance in the Account such amount as shall be estimated by us in our discretion to be sufficient to provide cash cover for the full value of the purchase together with all Transaction charges thereon.
(b) If the available credit balance in the Account is insufficient, we shall have no obligation to effect or respond to such Instructions nor to inform you of such fact.
(c) You acknowledge that it is your sole responsibility to ensure that the available credit balance in the Account is sufficient to fund the cost of purchase in full together with all Transaction charges before giving any Instruction for the purchase of Securities to us.
15.3 Default in making payment
If you default in paying any amount due and payable to us, any of our associated entities (as defined in the Securities and Futures Ordinance) or any member of the

YUET SHEUNG INTERNATIONAL SECURITIES LIMITED and its subsidiaries, we are authorized and may at our discretion transfer, sell or apply or initiate the transfer, sale or application of any Securities (including any proceeds of sale) or balance in the Accounts in satisfaction of your obligations, without prior notice to you.

16. 為閣下持有之現金
客戶不能基於任何理由從吾等代客戶持有任何金額（包括任何保證金）獲取利息。

16. Cash held for you
The Client shall not be entitled to receive any interest on any sum (including any margin) held by us for and on behalf of the Client for any reason whatsoever.

17. 交易兌換
有關以閣下戶口中所存之貨幣以外的其他貨幣所進行之任何交易， 任何因匯率波動而帶來之利潤或損失， 將完全計算入戶口中並由閣下承擔風險， 而且將在有關銀行採用之匯率相應地撥入或從戶口中從扣除（視屬何情況而定）

17. Exchange Conversion
In respect of any Transaction on the Account executed in any currency other than the currency that you have in your Account, any profit or loss arising as a result of exchange rate fluctuation will be entirely for the Account and at your risk, and will accordingly be credited or debited (as the case may be) to the Account at the exchange rate adopted by the relevant bank at the time.

18. 費用及支出
閣下須直接或從戶口中支付吾等因閣下適用吾等之服務， 而恰當地招致或吾等徵收，不論附帶或是關鍵之所有征款、 稅項、傭金、經紀費或對手方費用、關稅、交易費用、資料牌照費、戶口交流費、維持費、利息、特別權利行政費用、 斬倉費用、溢價、罰款、電匯費、保管費、結算費、戶口周轉費、戶口轉換費、貨幣兌換費、稅項、認購費、保險服務費、保險費、外幣兌換虧損、法律開支及所有及任何其他費用及開支， 而吾等授權從閣下戶口中扣取有關款項。閣下欠付吾等的債項將按照 吾等不時通知閣下的利率收取利息。若吾等未有通知閣下，利息將按照香港主要銀行不時訂定的最優惠貸款利率加三厘計算。吾等的傭金及其他收費將不時通知閣下。

18. Fees and Expenses
You shall pay, either directly or from the Account, all levies, duties, commissions, brokerage or counterparty fees, tariffs, Exchange fees, information license fees, account communication charges, account maintenance fees and other maintenance fees, interest, special rights administration fees, forced settlement costs, premiums, penalties, telegraphic transfer charges, custodial fees, settlement charges, account rotation charges, change of account fees, currency exchange costs, taxes, subscriptions, insurance service fees, insurance premiums, foreign exchange losses, legal expenses and all and any other costs or expenses, whether incidental or material, properly incurred or imposed by us in connection with your use of the Services in such currency as we may determine from time to time and we are hereby authorized to withdraw the same from your Account. All amounts due by you to us will be charged with interest at such rate as we may notify you from time to time. In the absence of such notification, interest will be charged at 3% above prime lending rate quoted by a registered bank in Hong Kong from time to time. Our current rate of commissions and other charges will be notified to you from time to time.

19. 回傭
吾等有權要求， 接受及保留任何因吾等執行買賣產生之回傭、經紀傭金、傭金、費用、利潤、折扣及/或其他由任何人提供之好處。作為吾等之得益而無需向閣下披露，吾等亦有權酌情決定提供任何利益或好處予交易相關之任何人士。

19. Rebates
We are authorized to solicit, accept and retain for our own benefit, without making disclosure to you, any rebate, brokerage, commission, fee, benefit, discount and/or other advantage from any person arising from any Transaction effected by us. We are also authorized to offer at our discretion any benefit or advantage to any person in connection with such Transaction.

20. 每日交易總結或結單
(a) 吾等將向閣下分別就證券交易發出每日交易總結， 撮要列出在任何一日按指示進行的所有交易， 該每日交易總結算將在有關交易日期後兩個營業日內發出。
(b) 若適用法律及法規有此要求， 吾等將向閣下發出每個戶口的月結單， 以總結有關戶口自上一期結單日期後所進行的交易， 有關月結單于有關月份結束後七個營業日發出。除前述的月結單外， 吾等亦會根據不時生效的適用法律、法規及操守準則的要求向閣下發出其他結單。

20. Daily Activities Summaries and Statements
(a) We will issue a daily activities summary to you summarising all Transactions of Securities effected pursuant to Instructions on any day within two business days after the date of the relevant Transactions.
(b) We will send a monthly account statement of each Account to you summarising the Transactions effected under the relevant Account since the date of the preceding monthly account statement within seven business days after the end of the relevant month if we are required by the applicable laws and regulations to do so. In addition to such monthly account statements, we will also issue to you such other account statements in such manner as may be required by the applicable laws, regulations and codes of conduct from time to time.

21. 通話之記錄與電子郵件之監察
為保障雙方利益，閣下瞭解， 同意並明確贊同吾等以電子方式記錄閣下與吾等之任何電話對話及閣下適用吾等服務之情況，及監察閣下與吾等之間的電子通訊、

21. Recording Conversations and Monitoring Email
For our mutual protection, you understand, agree, and expressly consent to our electronic recordation of any of your telephone conversations with us and of your use of the Services and to our monitoring of your electronic communications conducted with us.

22. 通訊接受的推定
22.1 通訊方式
通訊可以郵寄方式或以電子郵件方式送至閣下之郵寄位址或電子郵寄地址， 或閣下日後以書面或電子郵件告知吾等之其他位址或聯絡號碼。所有通訊一經如上述方式發出， 不論是以郵寄、電子郵件、傳真、電報或發送之閣下最後為人所知之位址等方式發出， 均應被視作親自交予閣下本人， 不論實際是否被領收。
22.2 每日交易總結及結單
閣下有責任于收到有關該等交易或閣下戶口之通知書、確認書、每日交易總結或結單時立即進行審閱。任何通知書、確認書、每日交易總結或結算內的所有交易及其他資料將對閣下具約束力， 除非吾等於閣下收到或被視作收到上述檔 48 小時內收到閣下以書面或電郵形式作出之反對通知。吾等保留決定閣下對有關交易或資料所作出反對之有效性的權利。在受任何相反的法律或監管規限下，閣下同意每日交易總結或其他確認述或結算均以電子方式記錄及經由電子媒介收取。

22. Presumption of Receipt of Communications
22.1 Mode of communications
Communications may be sent to you at your postal or electronic mail address or at such other address or contact numbers as you may hereafter give us in writing or by electronic mail, and all communications so sent, whether by mail, electronic mail, facsimile, telegraph or delivery to your last known address, shall be deemed given to you personally, whether actually received or not.
22.2 Daily activities summaries and statements
You are responsible for reviewing all acknowledgements, confirmations, daily activities summaries and account statements in relation to your Transactions and your Account immediately upon receipt. All Transactions and other information in any acknowledgements, confirmations, daily activities summaries or statements will bebinding on you unless we receive notice of objection in writing or via electronic mail within 48 hours after you receive or are deemed to have received the same. We

reserve the right to determine the validity of your objection to the relevant Transaction or information. Subject to any contrary legal or regulatory requirement, you agree to any daily activities summaries or other confirmations or statements to be in electronic form and further agree to receive them through electronic means.

23. 證券保管
23.1 保管方式
就吾等為戶口所保管之任何證券，吾等可酌情：
(a) 以閣下或吾等有聯繫實體（定義見證券及期貨條例）之名義登記： 或
(b) 存放於吾等之銀行或提供安全保管設施之任何其他合適並未適用法律或法律所允許之機構指定戶口內保管。
23.2 股息
當吾等收到任何因閣下戶口之證券而產生之任何股息分配或其他利益時， 會將之存入閣下之戶口， 倘閣下的證券為吾等為客戶所持有之較大量相同證券之一部分， 閣下有權按比例享有股息，分配或其他利益。
23.3 債券
在沒有收到相反指示的情況下， 吾等獲授權酌情決定(在費用及支出由閣下支付的情況下)；
(a) 要求支付及收取與證券有關的所有利息及其他款項或分派（不論屬資本性質或收入性質）；
(b) 在收到到期日可收到的金額時放棄閣下的證券， 或在證券到期日前被要求贖會時放棄閣下的證券；
(c) 交換任何與閣下的證券有關的文件（無論該等文件屬中期或臨時或長期性質）；
(d) 代閣下以擁有權認的身份填寫及遞交任何與證券有關而在收取收入或促使證券售賣時所需的擁有權書。
23.4 投票及其他股權
(a) 如吾等得悉代閣下持有的證券將有可行使的投票及/或任何權利或特權（包括但不限於換股， 供股及任何因收購， 回購或股本重租而產生的權利或特權)， 吾等會在合理情況下儘快通知閣下， 閣下與 14 個工作日天內（或視乎情況下按照指定或適合的較短期限）明確地以書面通知吾等，欲行使權利及/或特權。與此同時， 閣下戶口由足夠可動用的資金， 吾等會依以合理情況下可接受的書面指示替閣下行使權利及/或特權。否則， 吾等不會行使有關權利及/或特權。若吾等得悉代閣下持有的證 券附有認股權，即使沒有滿意的指示或足夠資金，吾等仍可酌情以吾等認為適合的做法處置認股權。
(b) 如吾等得悉吾等代閣下持有證券的公司計畫催收任何尚未繳付的金錢， 吾等會在合理情況下儘快通知閣下， 倘若閣下已提供相關資金， 並有足夠時間容許吾等加以處理，吾等會根據合理情況下可接受的書面指示替閣下繳付款項， 否則， 吾等不會代閣下採取任何行動， 亦不會負上因未能符合催收而導致的責任，無論如何，如 吾等因法律上有責任符合催收而已自動繳付金錢，閣下會依照要求補償吾等。
23.5 抵押或借出證券
(a) 在未有閣下的事先書面同意或授權前， 吾等不得存放任何閣下的證券作為向吾等所作出之任何貸款或墊款的保證， 亦不得為任何目的而借出或以其他方式放棄管有任何該等證券。
(b) 若閣下授權予吾等抵押、質押、轉讓或設立任何證券權益或借出或其他情況放棄管有任何證券。該授權應自當日持續有效 12 個月， 而閣下可按照適用法律，以吾等訂明之形式簽署授權書， 以不時進行重訂，該授權亦可按適用法律被視為已獲重訂。閣下可以不少於 5 個工作日向吾等發出書面通知， 隨時撤回授權， 以閣下清償所有欠付吾等之欠款為條件。
23.6 統一儲存
吾等可酌情將閣下儲存在吾等或由吾等為戶口而購入的證券， 特定撥入戶口， 或與其他閣下持有的同樣證券做統一安排。凡已統一安排的有關證券有累算股息或其他分派或利益、或不論在何種情況下蒙受損失(包括因可交付之證券數目或交付之證券數目或數額減少而引起)， 則應將應支付給閣下的款項記入戶口之貸方， 或按應屬戶口之有關證券的數量或數額所占的比例，將虧損從戶口扣除，視情況而定。

23. Custody of Securities
23.1 Manner of custody
Any Securities which are held by us for the Account may, at our discretion, be either:
(a) registered in your name or in the name of our associated entity (as defined in the Securities and Futures Ordinance); or
(b) deposited in safe custody in a designated account of our banker or with any other appropriate institution which provides safe custody facilities as may be permitted by the applicable laws and regulations.
23.2 Dividends
If we receive any dividends or other distributions or benefits in relation to any Securities for your Account, they shall be credited to your Account. Where your Securities form part of a larger holding of identical Securities held for our customers, you shall be entitled to a proportional share of the dividends, distributions or benefits in question.
23.3 Bonds
In the absence of contrary Instructions, we are authorized at our discretion and at your cost and expense:
(a) to request payment of and receive all interest and other payments or distributions (whether of a capital or income nature) in respect of any Securities;
(b) to surrender your Securities against receipt of the moneys payable at maturity or on redemption of the Securities if called prior to maturity;
(c) to exchange any documents relating to any of your Securities, where such documents have been issued, in interim or temporary form for definitive form; and
(d) to complete and deliver on your behalf as owner any ownership certificates in connection with the Securities which may be required to obtain income from your Securities or to facilitate their sale.
23.4 Voting and other rights
(a) In respect of any Securities held on your behalf, if we are notified that any voting and/or any other rights or privileges (including without limitation conversion and subscription rights and any rights or privileges arising in connection with takeovers, other offers or capital reorganizations) attaching to those Securities may be exercised, we will use our reasonable endeavors to notify you as soon as reasonably practicable of such rights and/or privileges. If you unambiguously inform us in writing within fourteen business days of such notice (or such shorter period as may be specified or appropriate) that you wish us to exercise the rights and/or privileges and you have sufficient cleared funds in the Account, we will do so but only on such terms as you advise in writing and which are reasonably acceptable to us. Otherwise, we will not exercise any such rights and/or privileges. Notwithstanding the absence of satisfactory instructions or sufficient funds, in the event that we are notified that subscription rights attaching to any Securities that we hold on your behalf, we may in our absolution discretion dispose of such rights on your behalf in such manner as we think fit.
(b) If we are notified by any company in which we hold Securities on your behalf, that such company intends to make calls upon those Securities in respect of any monies whatsoever unpaid on them, we will use reasonable endeavors to notify you as soon as practicable of such calls. If you provide us with the relevant funds in sufficient time for us to do so, we will satisfy such calls on your behalf and on such terms as you advise in writing and which are reasonably practicable to us. Otherwise we shall take no action on your behalf and will have no liability whatsoever in respect of the consequences of a failure to satisfy the calls made. However, where we are legally liable to meet such calls it may do so and you will reimburse us forthwith upon demand.
23.5 Charge or lending of Securities
(a) We shall not, without your prior written consent or standing authority, deposit any of your Securities as security for any loans or advances made to us, or lend or otherwise part with the possession of your Securities for any purpose.
(b) If you authorize us to charge, pledge, transfer or create any security interest in or over, or to lend or otherwise part with possession of, any of the Securities, such authorization shall remain in force for 12 months from the date thereof but may from time to time be renewed in accordance with applicable laws by you signing an authorization letter in the form prescribed by us or deemed to be renewed in accordance with applicable laws. You may at any time withdraw such authorization by giving us notice in writing of not less than 5 business days conditional upon your having discharged all outstanding debts owed to us.
23.6 Pooling of Securities
You agree that any Securities deposited with us by you or purchased by us for your Account may, at our discretion, either be treated as fungible and pooled like with the other investments held by our customers or specially allocated to your Account. You agree that in the event of any dividends or other distributions or benefits accruing, or any losses however arising (including losses resulting from a reduction in the number or amount of Securities available for delivery) being suffered, in connection with any given Securities held, your Account shall be credited for payment made to you or, as the case may be, your Account shall be debited with the proportion of such loss equal to the proportion of the total number or amount of relative Securities which shall comprise Securities forming part of your Account.

24. 結清債項及費用
在任何時候閣下須
(a) 支付任何在本協議下欠付吾等之款項；
(b) 在吾等作出要求下， 支付任何戶口引起或有關之欠付吾等之全部債項；
(c) 支付每個戶口中因整個或部分平倉而引起或有關之任何餘下為欠付之債項；及
(d) 徵收上述款項時引起之合理的費用及開支，包括吾等以全部補償標準計算之法律費用。

24. Payment of Indebtedness and Costs
You shall at all times be liable for the payment of
(a) any amount due to us under this Agreement;
(b) any debit balance or other obligations owing in or in connection with any of the Accounts upon demand by us;
(c) any deficiency outstanding in each Account in the event of its full or partial liquidation; and
(d) the reasonable costs and expenses of collection of the above including our legal fees on a full indemnity basis.

25. 留置權及對銷
25.1 就閣下責任做留置
對於在任何時間因任何目的透過閣下的戶口由吾等代表閣下， 由吾等或代理人持有及控制之所有證券及其他資產， 吾等均有留置權。該等證券及其他資產全部均應由吾等持有， 作為閣下全面履行及清付跟本協議有關閣下欠付吾等之債務及債項之持續保證。
25.2 挪撥證券
在執行吾等的留置權時， 吾等有權決定出售何種證券及資產， 結清何種合約， 並有權將銷售或變現所得之收益扣除開支後， 用作清償閣下欠付吾等之債項及債務。
25.3 對銷
吾等亦有權隨時無須通知閣下， 將閣下任何戶口中的現金結餘結合或合併及為清償閣下欠付吾等的債項及債務而對銷、扣除、扣起及或轉帳任何款項。
25.4 處置
閣下同意吾等可處置或安排處置閣下擁有的證券以清償閣下欠吾等， 吾等之有聯繫實體（定義見證券及期貨條例）或吾等任何成員的債務。

25. Lien and Set-off
25.1 Lien for your obligations
All Securities and other property now or hereafter held, carried or maintained by us in our or the Agents' possession and control for any purpose shall be subject to a lien and held as security for the full discharge and payment of all your indebtedness and obligations to us in connection with this Agreement.
25.2 Appropriation of Securities
In enforcing our lien, we shall have the right to determine which Securities and properties are to be sold and which contracts are to be closed, and to apply the proceeds of sale, after deduction of expenses, to satisfy any indebtedness and obligations owed by you to us.
25.3 Set-off
Further we are entitled, at any time and without notice to you, to combine or consolidate any credit balances in any Account and set off, debit, withhold and/or transfer any sum in or towards satisfaction of any indebtedness and obligations owed by you to us.
25.4 Disposition
You agree that we may dispose or initiate the disposal of Securities owned by you for the purpose of settling any liability owed by you to us, any of our associated entities (as defined in the Securities and Futures Ordinance) or any member of us.

26. 信貸費用及信貸調查
26.1 借方結餘之利息
閣下之戶口記錄的每月借方結餘或已經調整的結餘， 須依吾等按其慣例指定及香港法律許可的利率計算利息。閣下須明白， 每一利息期結束時記錄在閣下的戶口之應付利息， 除已經清償外， 將自動加入下一利息期開始時之結餘。
26.2 交換資料
吾等可與他人交換閣下的信貸資料， 但只作驗證身份只用。吾等可向任何閣下因本協議而開設及維持的結算戶口的金融機構及任何其他的由閣下指定為諮詢認的人士及機構獲取閣下的信貸資料及個人資料。
26.3 授權吾等獲取及提供閣下之信貸資料
閣下授權該機構及人士向吾等提供所須信貸資料或個人資料。現通知閣下，若閣下不履行在本協議下之責任， 吾等可以向信貸調查機構提供反映閣下不良信用的任何記錄。吾等可以要求有關閣下之信貸報告， 且在閣下請求下，注明提供該報告之信貸調查機構的名稱或地址。若吾等延伸， 更新或續發閣下的信貸， 閣下同意吾等可以無須通知閣下而獲取新的信貸報告。閣下明白吾等可能將閣下的資料提供給信貸資料服務機構， 以及在閣下欠帳時， 將該等資料提供給收數公司。閣下有權獲告知 那些資料通常會作上述披露，以及獲提供進一步資料， 藉此向有關信貸資料服務機構或收數公司提出查閱及改正資料要求。

26. Credit Charges and Credit Investigation
26.1 Interest on debit balances
The monthly debit balances or adjusted balances in your Accounts with us shall be charged, in accordance with our usual custom, with interest at a rate determined by us and permitted by the laws of Hong Kong. It is understood that the interest charge made to your Accounts at the close of a charge period will be added to the opening balance for the next charge period unless paid.
26.2 Information exchange
We may exchange credit information about you with others for verification purposes only. We may obtain credit reference and personal information from any financial institution with which you maintain any settlement account for the purpose of this Agreement and any other persons and institutions you may nominate as a reference.
26.3 Authorization to us to obtain and provide information on you
You hereby authorize such institutions and persons to provide to us the necessary credit reference or personal information. You are hereby notified that any negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your obligations under this Agreement. We may request a credit report relating to you and, upon request, we will state the name and address of the consumer reporting agency that furnished it. If we extend, update or renew your credit, you agree that we may obtain a new credit report without notifying you. You understand that we may provide your information to credit reference agencies and in the event of default to a debt collection agent. You have the right to be informed which items of data 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 agency or debt collection agency.

27. 資料不具任何保證
27.1 使用資料之風險由閣下承擔
對於使用透過吾等服務提供之資料及資料及任何供閣下用以使用吾等服務之電腦軟體， 閣下明確表示同意獨自承擔所有風險。 吾等或任何吾等董事、高級人員及雇員、代理人及該軟體持牌人及擁有人、包括任何發佈資料或資料之人士 （ 統稱為「發佈資料者」 ），均不保證他們所提供的服務會不中斷或必然正確無誤； 對於使用吾等及吾等服務之結果， 或對於透過吾等所提供的資料及資料或交易之及時性、先後次序、準確性、完整性、可信性、或該等資訊、服務或交易之內容， 或有關用來使用吾 等服務而提供的任何電腦軟體，上述人士亦不作任何保證。
27.2 「現有狀況」基準
透過吾等服務提供之資料及資訊均以「現有狀況」、「既有狀況」基準而提供， 除之根據對本協定適用的法律規定而隱含的， 及不能免除、限制或修改的保證外，吾等的服務不附帶其他任何性質的保證 （ 不論屬明示或隱含)，包括就服務的可商售性或對任何特定目的是否適合的保證。
27.3 無法律責任
在下列情況， 任何發佈資料者均無須對閣下或其他人士負任何責任：

(a) (i) 任何資料， 資料或訊息或 (ii) 任何資料， 資料或訊息之傳送或送遞由任何不準確、錯誤、延遲或遺漏； 或

(b) 因下列情況所引起之任何損失或損害： 因發佈資料者之疏忽或遺漏， 或因「不可抗力事故」(如： 水災、惡劣氣候、地震或其他天災、火災、戰爭、叛亂、騷動、勞工、紛爭、意外、政府決策、停電、設備、電腦軟體或通訊失靈或故障等)，或任何發佈資料者合理控制範圍外之原因造成之 (I) 任何在上述 (a) 條所指的不準確、 錯誤、延遲或遺漏； (ii)沒有履行責任；或 (iii) 任何資料，資料或訊息中斷。

27. Data Not Guaranteed

27.1 Use of data at your risk

You expressly agree that your use of the data and information available through the services and of any software provided for use in accessing the services is at your sole risk. Neither we nor any of our directors, officers and employees, the Agents and the owners and licensors of such software, including any party disseminating data or information (collectively, "the Disseminating Parties"), warrant that the Services will be uninterrupted or error free; nor does any of them make any warranty as to the results that may be obtained from the use of the Services, or as to the timeliness, sequence, accuracy, completeness, reliability or content of any data and information or Transaction provided through us, or with respect to any software provided for use in accessing the services.

27.2 "As is" basis

The data and information available through the Services is provided on an "as is", "as available" basis, without warranties of any kind, either express or implied, including those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

27.3 Non-liability

No Disseminating Party shall be liable in any way to you or to any other person for:

(a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message; or

(b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party or to any "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, equipment, software or communications line failure or malfunction) or any other cause beyond the reasonable control of any Disseminating Party.

28. 資料保護

28.1 同意個人資料之處置

吾等有權收集、使用、移轉 (在香港境內或境外) 、儲存、處理或以其他方式處理閣下之個人資料及資料， 包括姓名及位址 (以下簡稱為「個人資料」) 以方便管理及依本協定提供服務。若閣下為有限公司，閣下的人員在代閣下簽定有關戶口申請表時亦可同意本第 28 段同時適用於他們。因此， 所有對"閣下"的提述將被視為包括該等人員。

28.2 個人資料之適用

在下列情況下個人資料可在吾等，代理人或其各自有關及附屬之公司在香港境內或境外間轉移及使用；

(a) 因提供維持及管理所提供之服務； 及

(b) 評估閣下的潛在財務需求、進行市場研究及向閣下推廣其他服務及產品。在本協議終止後， 吾等可按任何使用法律及規定繼續如上述使用個人資料「集團公司」指粵商國際之任何附屬公司或聯繫公司閣下同意遵從吾等有關個人資料 (私隱) 條款通告的條款， 該通告載有吾等有關個人資料的收集及使用的政策及實務詳情， 該通告可在吾等網站上閱讀或向吾等索取。

28.3 向當局及其他人士披露

閣下並授權吾等載任何司法管轄區的任何法律、規定、法院命令或任何政府或監管機關或交易所需要時， 將任何個人資料向任何司法管轄區的任何政府或監管機關或交易所披露或轉移

28.4 提供及更改個人資料

閣下可在隨時依據任何適用之法律及規定，要求吾等為閣下提供個人資料之副本或更正任何不準確的個人資料。

28．Data Protection

28.1 Consent to deal with Personal Information

We are authorized to collect, use, transfer (within or outside Hong Kong), store, process or otherwise handle personal information and data relating to you including name and address ("the Personal Information") to administer and provide the Services under this Agreement. In case you are a corporation, your officers (by signing on the related account application form) also agree that the provisions of Clause 28 shall be applicable to them and accordingly any reference to "you" shall be deemed to include any such of your officers.

28.2 Use of Personal Information

The Personal Information may be transferred by and among any of our "Group Company", the Agents and their respective related and affiliated companies (within or outside Hong Kong) and used by them for:

(a) the provision, maintenance and administration of the Services; and

(b) evaluating your potential financial needs, conducting market research and marketing other services and products to you. Such use may continue after the termination of this Agreement subject to any applicable laws and regulations. "Group Company" means any subsidiary or affiliate of YUET SHEUNG INTERNATIONAL SECURITIES LIMITED. You agree to be bound by our Privacy Statement and the Notice relating to Personal Data (Privacy) Ordinance on our website or otherwise available upon request which contain detailed information on our policies and practices in relation to personal data collection and usage.

28.3 Disclosure to authorities and other parties

Further, you authorize us to disclose and transfer to any government or regulatory authority or Exchange in any jurisdiction, any Personal Information if required by any law, regulation, court order or any government or regulatory authority or Exchange in any jurisdiction.

28.4 Supply and correction of Personal Information

You may at any time request us to make available to you our record of your Personal Information or correct any Personal Information which has become inaccurate, in each case subject to any applicable laws and regulations.

29. 使用服務之限制

閣下有權使用吾等網路所提供之資料，但只限用於閣下本人及非商業用途，且閣下不得將取得該等資料之途徑轉售他人， 或將該等資料複製出售。閣下不得將自吾等網頁列印出來之資料上之版權所有或其他智慧財產權之標示刪去。

29. Limitations on Use of the Services

You are authorized to use materials which are made available on our website only for your own personal and noncommercial needs, and you are not authorized to resell access to any such materials or to make copies of any such materials for sale to others. You should not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials.

30 終止服務

30.1 停止服務

在下列情況下， 吾等可無須事前通知停止客戶使用吾等之服務；

(a) 吾等酌情決定暫時或永久中斷此項服務； 或

(b) 閣下違反本協議條款

(c) 在經過吾等認為適合的時間後， 閣下的戶口沒有交易活動及/或未持有任何資產；或

(d) 閣下的戶口成為不活躍戶口。如閣下向吾等申請， 並根據吾等制定的條款提供閣下之資料，閣下可重新開機戶口。

30.2 終止戶口

(a) 若閣下違反或沒有遵守本協議任何條款或當帳戶成為不活躍戶口， 吾等可在毋須事前通知閣下的情況下， 終止閣下一個或以上之戶口。

(b) 吾等可向閣下發出不少於三個工作天事先書面通知， 隨時終止戶口。
(c) 在償清及解除閣下對吾等得債項，負債或其他債項責任之情況下， 閣下可向吾等發出不少於三個工作日事先書面通知，隨時終止戶口。
(d) 終止戶口或停止任何服務不會影響任何一方先前因此產生的權利或責任。
30.3 產生權利
任何在終止前訂立之交易或任何一方在終止前取得之權利、權力、職責及責任，均不應因任何服務成本協定之終止而受影響或妨礙。
30.4 終止之後果
協議一經終止
(a) 閣下須即時繳付到期並欠付之任何款額
(b) 閣下須在終止當日 10 個工作天內提取戶口內之所有現金或證券結餘，否則吾等可代表閣下及于吾等毋須負責任何損失或後果的情況在市場或以吾等合理地決定及時間出售或處置閣下之證券，並將相當於淨售賣益及閣下戶口之現金結餘以支票或匯款形式寄給閣下最後為吾等所知的位址，有關風險則由閣下承擔。

30. Termination of the Services
30.1 Stoppage of Services
We may block access to the use of any part of the Services without prior notice in the event that:
(a) we elect at our discretion to discontinue such Services on a temporary or permanent basis;
(b) you breach this Agreement;
(c) your Account has recorded no trading activities and/or holds no asset for such a period as we may deem appropriate; or
(d) your Account has become Dormant. We may activate your Account upon your application to us on such terms and supplying such information about yourself as we may determine.
30.2 Termination of Account
(a) We may terminate any one or more of the Accounts forthwith without giving notice to you if you breach or fail to comply with any provision of this Agreement or when your Account has become Dormant.
(b) We may also terminate any one or more of the Accounts by giving you not less than 3 business days' prior written notice.
(c) You may, subject to our satisfaction and discharge of your indebtedness, liability or other obligation to us, close your Account at any time by giving us not less than 3 business days' prior written notice.
(d) Closing an Account or terminating any services will not affect the rights and obligations of either party incurred prior thereto.
30.3 Accrued rights
Any termination of the Services or this Agreement shall not affect any Transactions entered into or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.
30.4 Consequences of termination
Upon termination of this Agreement,
(a) you will immediately repay to us any amounts due or owing to us;
(b) you will withdraw any cash or Securities balances in the Account within 10 business days from the date of termination, failing which we may on your behalf and without any responsibility for any loss or consequences on our part sell or dispose of your Securities in the market or in such manner and at such time and price as we may reasonably determine and send to you at your own risk our check or remittance representing the net sale proceeds and the credit balances in your Account to your last known address.

31. 責任，免責及全數補償
31.1 閣下對使用戶口之責任
閣下同意就以下情況承擔全部風險及責任：
（a） 監察及使用閣下之戶口，包括第 31.2 段中列出之事情；
（b） 使用及存儲任何資料，包括閣下之密碼、客戶識別字、投資組合資料、交易活動、戶口結餘及任何其他在閣下之個人電腦中既有之資料或指示；
（c） 提供及維持所需用以存取及使用吾等服務之通訊設備（包括個人電腦及資料處理器）及電話或替代服務， 及所有因閣下使用吾等之網路而引至之通訊服務費及收費；及
（d） 有任何政府禁制、交易規則、證券交易暫停、戰爭、罷工、設備、電腦軟體或通訊線路故障或失靈、未經授權之存取、盜竊及其他在吾等合理控制以外之事故 所直接或間接所招致之損失或損害。
31.2 倘若閣下發現以下任何一種情況， 閣下必須立即以書面方式通知吾等；
（a） 密碼，客戶識別字及或戶口號碼有任何遺失、被盜取或遭人使用；
（b） 閣下未能收到吾等發出表示已接獲及或執行指示的通知；
（c） 閣下未能收到確認任何交易的正確書面確認通知；
（d） 閣下收到吾等就已一指示或交易發出之確認通知， 但閣下並未發出或授權發出該指示或交易； 或
（e） 戶口結餘， 證券交易或交易記錄的資料有誤， 吾等在實際收到閣下傳送之指示前， 不應被視為已收到有關指示；
31.3 吾等卸棄法律責任
（a） 不論任何情況包括疏忽， 對於使用或未能使用戶口及吾等服務， 或因違背任何保證， 因而引起之任何直接、間接、附帶、特殊或衍生之損失或損害， 吾等（包括： 就 31.3 31.4 31.5 段所指， 代理人及其與吾等各自之董事、高級人員及雇員、或任何其他涉及創立， 作業 或運作吾等服務或管理吾等之人士）均不負任何責任。
（b） 此項免費條款須在法例所容許之範圍內方適用。在此情況下， 因吾等之該作為或不作為所帶來吾等之法律責任， 應依據適用之法律或規例就有關交易規定之交易日至結算日期間該交易應獲得之利益為限。
31.4 對吾等之保障
閣下須就吾等因下列情況引致之任何及所有損失、損害、費用、收費及任何性質之開支在被要求下向吾等作出彌償：
（a） 閣下未能或延遲履行就本協議或向閣下提供之保證金信貸之責任下， 包括強制執行或保留吾等跟本協議有關之權利；
（b） 吾等按本協議履行其任何責任或執行其權利或酌情決定權。
31.5 接受傳真之彌償
不論以上條款有任何其他規定， 鑒於吾等同意接受閣下根據第 12.2 條許可不時以其他電子傳送方式向吾等發出指示， 閣下同意就吾等因接受以上所述之指示中有錯漏或掛失或因該指示並非又吾等正式授權發出而引致之申索、損失、賠償、開支、費用（包括彌償所有法律費用）及責任， 而向吾等作出彌償。每項彌償（即第 31.4 31.5 所述）須成為吾等與閣下所簽訂之任何協定（包括本協定）之獨立及個別的彌償。

31. Responsibilities, Limitation of Liability and Indemnity
31.1 Your obligation on use of Account
You accept full risk and responsibility for:
(a) the monitoring and use of your Accounts including any of the events set out in Clause 31.2;
(b) the use and storage of any information including your Password, ID, portfolio information, Transaction activities, Account balances and any other information or Instructions available on your personal computer;
(c) the provision and maintenance of the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Services, and for all communications service fees and charges incurred by you in accessing our network;
(d) any loss or damage caused directly or indirectly by any government restrictions, Exchange rulings, suspension of trading of Securities, war, strikes, equipment, software or communications line failure or malfunction, unauthorized access, theft, and other occurrences beyond our reasonable control.
31.2 You will immediately notify us in writing if you become aware of any of the following:
(a) any loss, theft or unauthorized use of the Password, ID and/or Account number(s);
(b) any failure by you to receive a message from us indicating that an Instruction was received and/or executed;
(c) any failure by you to receive an accurate written confirmation of any Transaction;

(d) any receipt of confirmation from us of any Instructions or Transaction which you did not place or authorize; or

(e) any inaccurate information in your Account balances, Securities positions, or Transaction history. We shall not be deemed to have received any Instructions given by you until we have actual knowledge of such your Instruction.

31.3 Our disclaimer of liability

(a) Under no circumstances shall we (including, for the purposes of sub-Clauses 31.3 31.4, and 31.5 the Agents and their and our respective directors, officers or employees, or any other person involved in creating, producing or delivering the Services or managing us for all of whom we hereby also act), including any negligence on their parts, be liable for any direct, indirect, incidental, special or consequential losses or damages that result from the use of or inability to use the Account(s) and the Services or out of any breach of any warranty.

(b) This exclusion of liability will not apply to the extent that any applicable statute prohibits such exclusion. In such event, any liability to us arising out of any such action or omission by us shall be limited to an amount equal to the benefit which the relevant Transaction would have resulted in you during the period between the date of the Transaction and the time for settlement under any applicable law, rule or regulation.

31.4 Indemnity to us

You shall indemnify us on demand against any and all losses, damages, costs, charges and expenses of any nature (including legal costs on a full indemnity basis) incurred by us in connection with:

(a) any failure of or delay by you in performing any of your obligations under this Agreement or any Margin Facility provided to you including the enforcement and preservation of our rights in connection with this Agreement; and

(b) our performance of any of our obligations or exercise of our right or discretion in connection with this Agreement.

31.5 Facsimile Indemnity

Without limitation to the generality of the foregoing, in consideration of us agreeing to accept Instructions by facsimile transmission and/or such other electronic means as may from time to time be permitted by us pursuant to Clause 12.2 above, you shall indemnify us against all claims, losses, damages, costs, expenses (including all legal costs incurred by us on a full indemnity basis) and any liability whatsoever arising out of or in connection with our acceptance of the aforesaid Instructions in the event of any error or omission in such Instructions having been issued without proper authorization on your part. Each of these indemnities (namely in sub-Clauses 31.4 and 31.5) shall constitute a separate and independent indemnity from any other indemnity contained in this Agreement or any other agreement entered into between you and us.

32. 轉讓

本協議惠及吾等之繼承人及受讓人 （不論是經由合併、購並或其他方式產生），且吾等可以將吾等予本協議的權利或義務或閣下的戶口轉讓予吾等認為合適的人士而無須通知閣下。此外， 本協議對於閣下及閣下之後嗣、遺囑執行人、遺產管理人、繼承人乃受讓人亦具有約束力。

32. Transferability

This Agreement shall inure to the benefit of our successors and assigns (whether by merger, consolidation or otherwise) and we may transfer any of our rights or obligations under this Agreement or in respect your Accounts to such person(s) as we deem fit without giving notice to you, and this Agreement shall be binding upon you and your heirs, executors, administrators, successors and assigns.

33. 可分割性

倘若本協議任何條文或條款被任何法院、監管機構或團體判定為無效或不能強制執行， 則該項判定應只適用於該條文或條款。其餘條文及條款之有效性將不會因此受到影響， 而本協議應繼續執行， 猶如該無效或不能強制執行之條文或條款未載於本協議內一樣。

33．Severability

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

34. 規管法律及司法管轄權

本協議及其執行均受香港法律管轄。本協議雙方均接受香港法院之非專屬司法管轄權管轄。

34. Governing Law and Jurisdiction

This Agreement and its enforcement shall be governed by the laws of Hong Kong. Each of the parties to this Agreement submits to the non-exclusive jurisdiction of the Hong Kong courts.

35. 客戶身份

35.1 協議香港監管機構

吾等須在香港證券及期貨事務監察委員會及香港聯合交易所有限公司(統稱<香港監管機構>)要求後兩個工作天內向他們提供吾等正代客處理的交易最終涉及的人士以及發出該項交易指示的人士身份詳情。在特殊市場情況下，有關詳情可能要在作出要求後不久便提供。閣下也可直接向香港監管機構如下述提供所須詳情。

35.2 由閣下披露受益人身份

若閣下代表客戶或其他實質持有人(以下簡稱為‘受益人9) 進行交易， 不論是否獲受益人全權委託交易，及是否以代理人身份抑或以主事人身份與受益人進行對盤交易，閣下同意就吾等接獲香港監管機構查詢交易而言， 閣下須按吾等之要求(該要求應包括香港監管機構的聯絡詳情)， 立即向香港監管機構提供他們要求的有關交易涉及的受益人(或在一對背形式的主事人對主事人交易中， 與閣下交易的人士)， 該項交易的最終受益人及或發起有關交易的人士身份詳情。

35.3 閣下就受益人為仲介人而須作之安排

若閣下知悉任何受益人是以作為其本身客戶的仲介人的身份進行交易，但閣下並不知道有關交易所涉及受益人本身客戶的身份、位址、職業及聯絡資料， 閣下確認：

(a) 閣下須與受益人作出安排， 讓閣下可按要求立即向該受益人取得上述資料； 及

(b) 閣下將按吾等就有關交易提出的要求， 立即要求發出交易指示的受益人提供所須身份詳情， 及在收到有關詳情後立即呈交予香港監管機構， 或促使呈交該等詳情予香港監管機構。

35.4 受益人放棄權利

閣下確認閣下並未受任何法律規定阻止閣下遵守此條，或如閣下受該等法律限制， 則閣下或受益人(視屬何情況而定)已經放棄該等法律的保障或已經書面同意遵守此條。閣下亦確認閣下根據此條的責任即使在本協議終止後仍然繼續有效。

35．Client Identity

35.1 Assistance to Hong Kong Regulators

We are required to provide to the Hong Kong Securities and Futures Commission and HKEx (collectively "the Hong Kong Regulators") identity details of the ultimate person(s) for whom we process a Transaction as well as the person(s) who give(s) Instructions in relation to that Transaction within two business days of their request. In exceptional market circumstances, the details may have to be made available very shortly after the request Alternatively, you may provide the required details directly to the Hong Kong Regulators in the manner described below.

35.2 Disclosure of Beneficiaries by you

If you effect Transactions for the account of clients or other beneficial owners (collectively "the Beneficiaries"), whether on a discretionary or non-discretionary basis, and whether as agent or by matching Transactions as principal with the Beneficiaries, you agree that, in relation to a Transaction where we have received an enquiry from either of the Hong Kong Regulators, you shall immediately upon our request (which request shall include the relevant contact details of the Hong Kong Regulators) provide to the Hong Kong Regulators such identity details (as may be required by the Hong Kong Regulators) of the Beneficiaries for whose account the Transaction was effected (or, in the case of a back to back principal Transaction, the counterparty with whom you are transacting), of the person with the ultimate beneficial interest in the Transaction and/or of the person who originated the Transaction.

35.3 Arrangement by you where Beneficiaries are intermediaries

If you are aware that any of the Beneficiaries is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact

details of the underlying client(s) for whom the Transaction was effected, you confirm that:
(a) you have arrangements in place with such Beneficiaries which entitle you to obtain the details contemplated above from the Beneficiaries immediately upon request or procure that they be so obtained; and
(b) you will, upon our request in relation to a Transaction, promptly request the requisite identity details from the Beneficiaries on whose Instructions the Transaction was effected, and provide them to the Hong Kong Regulators as soon as received from the Beneficiary or procure that they be so provided.
35.4 Waiver by Beneficiaries
You confirm that you are not subject to any law which prohibits your performance of this paragraph or, if you are subject to such law, that you or the Beneficiaries, as the case may be, have waived the benefit of such law or consented in writing to the performance of this paragraph. You further confirm that your obligations under this paragraph will continue after the termination of this Agreement.

36 風險披露聲明
36.1適用於所有證券的一般風險披露聲明
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。買賣證券未必能夠獲取利潤， 反而會招致損失。
36.2有關創業板市場風險披露說明
(a)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。
(b)閣下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， 意味著邁較適合專業及其他熟悉投資技巧的投資者。
(c)現時有關創業板股份的資料只可以在香港聯合交易所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無須在憲報指定的報章刊登付費公告。
(d)假如閣下對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處， 應尋求獨立的專業意見。
36.3網上交易風險披露聲明
吾等應採取所有合理及實際可行的措施， 以保障經互聯網傳送資料及彼此通訊之安全性。然而， 閣下承認由於互聯網的開放特性， 吾等無法給予完全安全的保證並且任何 在網上之交易會因互聯網之交通或不正確之資料傳送而受干擾、傳輸抵制影響， 對於使用此類傳送及通訊方式之風險須由閣下承擔。閣下進一步承認經互聯網傳送資訊、指示 及通訊會有時間上阻延。
36.4 無線通訊媒介
a)吾等須採用所有合理可行步驟， 以保障閣下與吾等透過無線通訊媒介(例如WAP手提電話)存送的資料和通訊的安全。然而， 閣下知悉並同意絕對保安是無法保證的， 而且由於無線通訊媒介的開放性質， 任何透過該媒介進行的傳送均有可能因無線通訊媒介的流量或不正確資料傳送而受到干擾、保安失效、傳送受阻或延遲的影響。閣下須自行承 擔採用該種傳送或通訊方式的風險。閣下亦知悉及同意透過無線通訊媒介傳送資料、指示及通訊可能會出現時差， 閣下將須承擔與此有關的所有風險。
(b)吾等對無線通訊媒介採用128位元加密技術。若閣下是手提電話使用者， 在進入吾等網站時， 須啟動手機的128位加密功能。若閣下發出指令或享用服務時， 未有啟動128位加密功能或閣下的手機未能支持此項功能， 吾等將不會對任何因此而引致或與此有關的損失負責。
36.5上市及場外交易衍生產品之風險（包括但不限於高息票據/股票掛鉤票據及認股證， 統稱‘ 衍生產品9 ）
閣下瞭解並同意：
(a)衍生產品通常涉及高度杠杆作用， 因此掛鉤證券之價格出現相對輕微的波動會導致衍生產品價格出現不成比例之大幅波動。衍生產品的價值並不穩定， 相反卻隨市場多種 因素（包括經濟及/或政治環境變化）波動。因此， 衍生產品只價格可能相當反復；
(b)除非閣下已準備承受損失投資金額， 加上傭金及其他交易費用， 否則不應買入衍生產品。
(c)當衍生產品為獲行使， 而若其掛鉤證券暫停在香港交易所或任何其他相關交易所買賣， 衍生產品將如其掛鉤證券， 於類似期間暫停買賣。
(d)衍生產品的流通量無法預計， 衍生產品掛牌不一定會導致流通量比不掛牌高。
(e)若市價已觸發換股價， 閣下須接受相關的證券（即「正股」）
(f)發行商的實質或預計信用狀況改變， 亦可導致衍生產品胡價值改變。
(g)若有證券拆細、派發紅股或其他引致正股發行數量改變的不可預見的事件， 合約的另一方可有酌情而調整有關條款以反映市場的新情況。這可能涉及撤銷合約。當有調整時， 閣下將獲通知；
(h)衍生產品的流通量有限。因市場無法評估產品的價值、厘定價格或衡量風險， 閣下或會難以套現或以滿意價錢套現；
(i)衍生產品附有期權， 交易風險甚高， 可導致相當大的損失， 投資者買賣衍生產品前， 應認識期權市場及有相關經驗。閣下應考慮衍生產品附有產品的買賣適當閣下財政狀況及投資目標；
(j)根據當時市場的條款和細則， 產品可能在到期日前被提早終止合約；
(k)衍生產品之價值， 可能因評級機構（如moody'sinvestorsinc. 或standard&poor'sratingservices）調抵評級而下降；
(l)發行人可就衍生產品之初級及次級市場與經紀及/或其任何聯繫公司訂立折扣、傭金或收費安排。
閣下亦瞭解並同意：
(a)閣下自行處理閣下之戶口， 而閣下因應本身之情況在買賣衍生產品前作出獨立決定； 及(b)吾等提供之任何資料及/或吾等或吾等之職員就衍生產品或任何其他產品之條款及細則作出之解釋， 不應等同於購買衍生產品或任何其他產品之投資意見或建議。
(m) 有關衍生產品(包括期貨合約或期權)， 本公司應在客戶提出要求時向其提供(a)有關該產品的規格或章程或其他要約文件， 及(b)詳細解釋收取保證金的程序及在什麼情況下持牌人或註冊人可無需該客戶同意而將客戶的持倉出售或平倉;
36.6提供代存郵件或將郵件轉交協力廠商的授權書的風險
假如閣下向吾等提供授權書， 允許他代存郵件或將郵件轉交於協力廠商， 那麼閣下便須盡速親身收取所有關於帳戶的成交單據或結單， 並加以詳細閱讀， 以確保可及時偵察到 任何差異或錯誤。
36.7在香港以外地方收取或持有的的客戶資產風險持牌人或註冊人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）
及根據該條例制定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。
36.8額外風險披露
i.存放的現金及財產
如果你為在本地或海外進行的交易存放款項或其他財產， 你應瞭解清楚該等款項或財產會獲得哪些保障， 特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財 產一事， 可能須受限於具體法例規定或當地的規則。在某些司法管轄區， 收回的款項或財產如有不足之數， 則可認定屬於你的財產將會如現金般按比例分配予你。
ii.傭金及其他收費
在開始交易之前， 你先要清楚瞭解你必須繳付的所有傭金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤(如有)或增加你的虧損。
iii.在其他司法管轄區進行交易
在其他司法管轄區的市場包括與本地市場有正式連系的市場進行交易， 或會涉及額外的風險。根據這些市場的規例， 投資者享有的保障程度例如賠償保險可能有所不同， 甚或有所下降。在進行交易前， 你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構， 將不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此， 在進行交易之前， 你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。
iv貨幣風險以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行)， 均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波 動的影響。
v.交易設施
電子交易的設施是以計算機組成系統來進行買賣盤傳遞、執行、配對、登記或交易結算。然而， 所有設施及系統均有可能會暫時中斷或失靈， 而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同， 你應向為你進行交易的商號查詢這方面的詳情。
vi.電子交易
透過某個電子交易系統進行買賣， 可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣， 便須承受該系統帶來的風險， 包括有

關系統硬體或軟體可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚或完全不獲執行。

vii. 場外交易

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

36. Risk Disclosure Statements

36.1 General risk disclosure statement applicable to all Securities

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.

36.2 Risk disclosure statement on the Growth Enterprise Market ("GEM")

(a) 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.

(b) 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.

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

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

36.3 Risk disclosure statement on transactions over Internet

We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the Internet. However, you acknowledge that complete security cannot be guaranteed and any Transaction over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission given the open nature of the Internet and such mode of transmission and communication is used at your own risk. You further acknowledge that there may be a time lag in transmission of information, instruction and communication via the Internet.

36.4 Wireless Communications Medium

(a) We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the wireless communications medium, e.g. WAP telephones. However, you acknowledge and agree that complete security cannot be guaranteed and any transaction over the wireless communications medium may be subject to interruption, security failure, transmission blackout, delayed transmission due to wireless communications medium traffic or incorrect data transmission given the open nature of the medium and such mode of transmission and communication is used at your own risk. You further acknowledge and agree that there may be a time lag in transmission of information, Instruction and communication via the wireless communications medium and that you will bear all risks associated with it.

(b) We use 128 bits encryption technology for the wireless communications medium. If you are a WAP telephone user, you are required to turn-on the 128 bits encryption technology on your handset when you enter into our website. Should you fail to turn-on or your handset fails to support the 128 bits encryption when you give the Instructions or carry out the Services, we shall not be liable in any manner whatsoever for any loss or damages arising out of or in connection with them.

36.5 Risks of listed and over the counter Derivative Products (including but not limited to Equity LinkedNotes/Instruments and warrants,collectively "Derivative Products")

You understand and agree that:

(a) Derivative Products often involve a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price. The values of Derivative Products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of Derivative Products can therefore be volatile;

(b) you should not buy a Derivative Product unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges;

(c) while Derivative Products are unexercised and if their underlying securities are suspended from trading on the HKEx or any other relevant stock exchange, they may be suspended from trading for a similar period of time as their underlying Securities;

(d) it is not possible to predict the liquidity of Derivative Products. The fact that the Derivative Products may be so listed does not necessarily lead to greater liquidity than if they were not so listed;

(e) you are obligated to accept the underlying securities if the conversion price is triggered;

(f) the market value of Derivative Products may change as the result of changes in the actual or perceived credit standing of the issuer;

(g) if there is a stock split, issue of bonus shares or other unexpected event that changes the number of issued shares of the underlying stock, your counterparty may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. You will be advised in the event of such adjustments;

(h) Derivative Products have limited liquidity. It may be impossible to liquidate an existing position or to do so at a satisfactory price because the market finds it difficult to assess the value, to determine a fair price or assess the exposure to risk;

(i) Derivative Products are imbedded with options. Transactions in options carry a high degree of risk. The risk of loss in trading options can be substantial. Prospective investor should have prior knowledge of, or experience in option markets. You should carefully consider whether such trading is suitable in the light of your own financial position and investment objectives;

(j) pre-termination prior to maturity is possible subject to prevailing market terms and conditions;

(k) the value of the Derivative Products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services; and

(l) the issuers may enter into discount, commission or fee arrangements with brokers and/or any of its affiliates with respect to the primary or secondary market in the Derivative Products.

You further understand and agree that:

(a) you are acting on your own account and you make an independent decision prior to trading in the Derivative Products or any other products in light of your own circumstances; and

(b) any information supplied by us and/or explanation relating to the terms and conditions of the Derivative Products or any other products given by us or our staff shall not amount to investment advice or recommendation to purchase the Derivative Products or any other products.

(m) For derivative products, including futures contracts or options,we shall,upon the Client's request,provide: (a) product specifications and any prospectus or other offering document covering such products;and (b) an explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

36.6 Risk of providing an authority to hold mail or to direct mail to third parties

If you provide us 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.

36.7 Risks of client assets received or held outside Hong Kong

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

36.8 Additional risk disclosure

i. Deposited cash and property.

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

ii. Commission and other charges.

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

iii. Transactions in other jurisdictions.

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

iv. Currency risks

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

v. Trading facilities

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

vi. Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all vii. Off-exchange transactions In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

37. 閣下明白並同意，我們為了向閣下[客戶]提供與在香港聯合交易所（聯交所）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（證監會）的規則和規定， 我們可收集、儲存、處理、使用、披露及轉移與閣下有關的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中 包括-- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下 的個人資料（包括客戶識別信息及券商客戶編碼）； (b) 允許聯交所： (i)收集、儲存、處理及使用閣下的個人資料 （包括客戶識別信息及券商客 戶編碼），以便監察和監管市場及執行《聯交所規則》； (ii)向香港相關監管機構和執 法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能； 及(iii)為監察市場目的而使用有關資料進行分析； 及 (c) 允許證監會： (i)收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客 戶編碼），以便其履行法定職能， 包括對香港金融市場的監管、 監察及執法職能； 及 (ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。 閣下亦同意，即使閣下其後宣稱撤回同意， 我們在閣下宣稱撤回同意後， 仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。閣下如未能向我們提供個人資料或上述同意，可能意味著我們不會或不能夠再（視情況而定） 執行閣下的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取閣下現有的證券持倉 （如有）除外。

37. You acknowledge and agree that we may collect, store, process, use, disclose and transfer personal data relating to you [the client] (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying withthe rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes - (a) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time; (b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and lawenforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and (c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements. You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent. Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

38. 合適性

假如我們向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。持牌人或註冊人應根據要求立即向客戶提供必要的產品規格和任何相關文件。

38. Suitability

If we solicit the sale of recommend any financial product to you the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause. The licensed or registered person shall promptly provide the client with the necessary product specifications and any relevant documents upon request.

39. 帳戶之負責人員為 ______________________________ 先生/小姐， 此人乃本公司之代表， 並跟據證券及期貨條例(CAP 571)於香港證券及期貨事務監察委員會註冊， 其註冊身份為______________，中央註冊編號為 CE__________________。

客戶簽署：

授權簽署：

____

____

客戶姓名：

由粵商國際證券有限公司確認及接受

見證人： [姓名、地址、職業]：

____

____

____

____

____

見證人簽署：

見證人： [姓名、地址、職業]：

見證人簽署：

持牌人的聲明

本人乃持牌人，謹此聲明經已於下述日期 (a) 按照客戶選擇的語言向客戶提供此風險披露聲明書之副本； (b) 以客戶明白的語言， 向客戶全部清楚解釋此風險披露聲明書的內容及將為何種目的而使用授權書；及(c) 邀請客戶閱讀此風險披露聲明書，提出問題及徵求獨立的意見 (如客戶有此意願) 。

簽署

姓名:

CE 編號:

日期:

39. Primarily responsible person for supervising of the Account(s)

Mr/Ms______________________________of our company will be primarily responsible for supervising of your account(s) with us. He/She is registered as a ___________________________under the Securities and Futures Ordinance (CAP 571), CE number_________________________.

Client's Signature:

Client's Name:

SIGNED BY
For and on behalf of
YUET SHEUNG INTERNATIONAL SECURITIES LIMITED

Authorized Signature:

in the presence of: [witness name, address and occupation]

Signed by Witness:

in the presence of: [witness name, address and occupation]

Signed by Witness:

Declaration by the Registered Person

I, a registered person, hereby declare that I have on the date hereof (a) provided a copy of the Customer Agreement (including the risk disclosure statements) in a language of the Customer's choice; (b) fully explained the contents of the Customer Agreement; and (c) invited the above applicant to read the Customer Agreement, ask questions, and take independent advice if the above applicant so wishes.

Signed by:

Print Name (in BLOCK letters):

CE Number:

Date:

致：　　　粵商國際證券有限公司
上環干諾道中168-200號信德中心西座27樓04室

客戶號碼：

自我證明表格-實體

重示提示：
- 這是由帳戶持有人向申報財務機構提供的自我證明表格，以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將轉交到另一稅務管轄區的稅務當局。
- 如帳戶持有人的稅務居民身分有所改變，應儘快將所有變更通知申報財務機構。
- 除不適用或特別注明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號(*)的專案為申報財務機構須向稅務局申報的資料。

第 1 部　實體帳戶持有人的身分識辨資料

(對於聯名帳戶或多人聯名帳戶， 每名實體帳戶持有人須分別填寫一份表格)

(1)　實體或分支機構的法定名稱 * ____________________

(2)　實體成立為法團或設立所在的稅務管轄區 ____________________

(3)　香港商業登記號碼 ____________________

(4)　現時營業地址

第 1 行 (例如:室、樓層、大廈丶街道、地區) ____________________

第 2 行 (城市) ____________________

第 3 行 (例如•省,州) ____________________

國家* ____________________

郵遞區號/郵遞區號碼 ____________________

(5)　通訊位址　(如通訊位址與現時營業位址不同,填寫此欄)

第 1 行 (例如:室、樓層、大廈,街道地區) ____________________

第 2 行 (城市) ____________________

第 3 行 (例如:省、州) ____________________

國家 ____________________

郵遞區號/郵遞區號碼 ____________________

第 2 部　實體類別

在其中一個適當的方格內加上 √ 號,並提供有關資料。

財務機構	☐託管機構、存款機構或指明保險公司 ☐投資實體,但不包括由另一財務機構管理(例如:擁有酌情權管理投資實體的資產)並位於非參與 稅務管轄區的投資實體
主動非財務實體	☐該非財務實體的股票經常在____________________(一個具規模證券市場)進行買賣 ☐ ____________________ 的有關連實體， 該有關連實體的股票經常在 ____________________(一個具規模證券市場)進行買賣 ☐政府實體、 國際組織、 中央銀行或由前述的實體全權擁有的其他體 ☐除上述以外的主動非財務實體 (請說明____________________)
被動非財務實體	☐位於非參與稅務管轄區並由另一財務機構管理的投資實體 ☐不屬主動非財務實體的非財務實體

第 3 部　控權人(如實體帳戶持有人是非財務實體,填寫此部)

就帳戶持有人， 填寫所有控權人的姓名在列表內。就法人實體， 如行使控制權的並非自然人， 控權人會是該法人實體 的高級管理人員。

每名控權人須分別填寫一份自我證明表格一控權人。

(1)	**(5)**
(2)	**(6)**
(3)	**(7)**
(4)	**(8)**

第 4 部　居留司法管及稅務編具有等同功能的識辨號(以下簡稱「稅務編號」) *

提供以下資料,列明（a）帳戶持有人的居留司法管轄區， 亦即帳戶持有人的稅務管轄區（香港包括在內)及（ b ）該居留司法管轄區發給帳戶持有人的稅務編號。列出**所有** (不限於 5 個) 居留司法管轄區。
如帳戶持有人是香港稅務居民， 稅務編號是其香港商業登記號碼。

如果帳戶持有人並非任何稅務管轄區的稅務居民（例如 ：它是財政透明實體 ）， 填寫實際管理機構所在的稅務管轄區。如沒有提供稅務編號，必須填寫合適的理由 ：

理由 A 一 帳戶持有人的居留司法稅務管轄區並沒有向其居民發出稅務編號。

理由 B 一 帳戶持有人不能取得稅務編號。如選取這一理由， 解釋帳戶持有人不能取得稅務編號的原因。**理由 C** 一 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

居留司法管轄區	稅務編號	如沒有提供稅務編號，填寫理由 A、B 或 C	如選取理由 B，解釋帳戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

第 5 部　聲明及簽署

本人知悉及同意， 財務機構可根據《稅務條例》(第 112 章 ）有關交換財務帳戶資料的法律條文，（ a ）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 （ b ） 把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報。從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

本人證明， 就與本表格所有相關的帳戶， 本人獲帳戶持有人授權簽署本表格。

本人承諾， 如情況有所改變， 以致影響本表格第 1 部所述的實體的稅務居民身分， 或引致本表格所載的資料不正確， 本人會通知 **粵商國際證券有限公司**，並會在情況發生改變後 30 日內， 向 **粵商國際證券有限公司** 提交一份已適當更新的自我證明表格。

本人聲明就本人所知所信,本表格內所填報的所有和聲明均屬真實、正確和完備。

簽署 ______________________________

姓名 ______________________________

身份 ______________________________(例如 ：公司的董事或高級人員、合夥的合夥人、信託的受託人等)

日期（日/月/年) ______________________________

警告: 根據《稅務條例》第 80(2E)，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級 (即$10 ,000) 罰款。

致：　　粵商國際證券有限公司

　　　　上環干諾道中168-200號信德中心西座27樓04室

客戶號碼：

自我證明表格- 個人

重要提示：

. 這是由帳戶持有人向申報財務機構提供的自我證明表格， 以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。

. 如帳戶持有人的稅務居民身分有所改變，應儘快將所有變更通知申報財務機構。

. 除不適用或特別注明外， **必須填寫這份**表格所有部分。如**這份表**格上的空位不夠應用，可另紙填寫。在欄/部標有星號（*）**的專案為**申報財務機構須向稅務局申報的資料。

第 1 部　　個人帳戶持有人的身分識辨資料

（對於聯名帳戶或多人聯名帳戶，每名個人帳戶持有人須分別填寫一份表格）

(1) 帳戶持有人的姓名

稱謂 （先生、太太、女士、小姐） ______________________

姓氏 * ______________________

名字 * ______________________

中間名 ______________________

香港身份證或護照號碼 ______________________

現時住址 ______________________

(室、樓層、大廈、街道、地區） ______________________

(城市）* ______________________

(省、州) ______________________

國家 * ______________________

郵遞區號/郵遞區號碼 ______________________

(2) 通訊位址（如通訊位址與現時住址不同） ______________________________

(室、樓層、大廈、街道、地區） ______________________________

(城市） ______________________________

(省、州） ______________________________

國家 ______________________________

郵遞區號/郵遞區號碼 ______________________________

(3) 出生日期 * （日/月/年） ______________________________

出生地點 （可不填寫） ______________________________

第 2 部 居留司法管轄區及稅務編號或具有等同功能的識辨編號（以下簡稱「稅務編號」）*

提供以下資料，列明 （a） 帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區（香港包括在內）及（b）該居留司法管轄區發給帳戶持有人的稅務編號。列出所有（不限於 5 個）居留司法管轄區。
如帳戶持有人是香港稅務居民， 稅務編號是其香港身份證號碼。
如沒有提供稅務編號，必須填寫合適的理由：

理由 **A -** 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

理由 **B -** 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

理由 **C -** 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

居留司法管轄區	稅務編號	如沒有提供稅務編號，填寫理由 A、B 或 C	如選取理由 B，解釋帳戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

第 3 部　聲明及簽署

本人知悉及同意，財務機構可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

本人證明，就與本表格所有相關的帳戶，本人是帳戶持有人/ 本人獲帳戶持有人授權簽署本表格 #。

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知 **粵商國際證券有限公司**，並會在情況發生改變後 30 日內，向 **粵商國際證券有限公司** 提交一份已適當更新的自我證明表格。

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

簽署 ______________________________

姓名 ______________________________

身分 ______________________________

(日/月/年) ______________________________

若以受權人身分簽署這份表格，須夾附該授權書的核證副本。

刪去不適用者

警告: 根據《稅務條例》第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級(即$10,000) 罰款。

有限公司決議案

致：粵商國際證券有限公司
上環干諾道中168-200號信德中心西座27樓04室

摘錄自 (公司名稱)____（「本公司」）
於 (日期)________________ 假座 (地點) ____
舉行的董事會會議的會議紀錄 .此會議均有足夠法定人數出席 .並正式通過以下已全面實施並生效之決議案。

以下決議經已正式通過 ：

1. 以本公司的名義於**粵商國際證券有限公司**（「經紀」）開立及維持帳戶（「帳戶」） .以持有與本公司可能指示經紀以其代理人身分代表本公司不時進行的任何證券買賣丶持有及其他交易有關的資金 .並根據及按照 (如適用) 本公司與經紀將就開立帳戶訂立的客戶帳戶協議、保證金客戶協議（若現在或未來適用）以及開戶資料表格包括其附件、補充及變更等（「協議」）所載的條款及條件操作帳戶及進行一切有關買賣丶持有及其他交易 ；

2. 批准有關格式為已填妥及提呈此會議的協議及開戶資料表格 .授權任何 (人數)_________名董事及/或本公司________________________(姓名) 於經紀開立帳戶及代表本公司完成及簽署協議及其他開戶檔包括但不限於經紀不時要求的任何表格丶附件及協定 .並將其已簽之有關正本送交經紀及於任何文據丶文件或協議加蓋本公司印章 (如需要)；

3. 以下列方式授權及賦權下述指定人士代表本公司 ：

<u>授權操作帳戶人士</u>(有關一切指示)

(a) **任**何 (人數)___名以下人士（「授權操作帳戶人士」）可向經紀發出就操作或維持帳戶的必要或適切指示 .及/或作出任何行為或事情、完成及簽署所有有關於帳戶的檔及一般地作出或採取就帳戶而言屬必要(包括但不限於發出交易指示及關於帳戶所持有資產及/其提取、轉讓及其他資產處理的指示) 或有關人士認為就此而言屬適宜的任何及一切行動 ；

授權操作帳戶人士列表如下 ：

姓名	在本公司之職位	身分證號碼/護照號碼	簽名式樣

交易代表 (有關交易指示)

(b) 每位以下人士 (「交易代表」) 將就關於帳戶及以其他方式根據協議進行的缶何有關交易或任何事項發出指令及發出一**切口頭或**書面指示 .並就此完成及簽署一切相關檔包括但不限於任何認**購股份申**請書、配售表格及配售信件 ：

任何一名以下交易代表可單獨行事 ：

姓名	在本公司之職位	身分證號碼/護照號碼	簽名式樣

本人/吾等證明上文是正式召開**及舉**行董事會會議之會議紀錄的**真實**摘錄。

(1) ______________________________ (2) ______________________________

簽署 簽署

(1) ______________________________ (2) ______________________________

本公司董事姓名 本公司董事姓名

公司名稱 ：____

日期 ：____

粵商國際證券有限公司
Yuet Sheung International Securities Limited

ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING QUESTIONAIRE

防止洗黑錢及防止恐活動問卷

ACCOUNT INFORMATION 賬戶資料	
Account No.賬戶號碼：	Account Name 賬號名稱

Section 1. Client Information 個人客戶/機構客戶	
1.Occuoation and Position - Personal 職業和職位	2.Business Nature – ENTITY 業務性質
3.Nature of Entity (eg. Private Company / Public Company etc.) – ENTITY 公司性質 （即私人/公眾公司/其他）	4.Nationality /Country of incorporation 國籍/公司註冊成立地點
5.Source of income/ fund (eg. Rent/ Business profit/ Div/ ROL etc.) 收入/資產來源 （例如：租金/公司利潤/股息/投資回報/其他 ）	6.Income/ fund originated from which country 收入/資產來源地

Section 2. Personal/ Entity Client 個人客戶/機構客戶		Yes 是	No 否
7	(i) Are you physically present for account opening? (i) 客戶是否親身現身進行開戶？		
	(ii) Do you open an account via the Internet? (ii) 客戶是否經互聯網進行開戶？		
8	Are you non-politically exposed person? 客戶是否非政治人物？		
9	Are you NOT directly connected with any politically exposed person? 客戶是否沒有與政治人物有直接關係？		
10	Have your country established laws designed to prevent money laundry and counter-terrorist financing? 客戶所在處的國家是否制定就防止洗黑錢及防止恐怖活動的相關法律？		
11	Have your/ your institution maintain “no conviction record”? 客戶是否維持無”犯罪記錄”？		
12	Have you/ your Institution do NOT subject to any investigation, indictment or civil enforcement action related to bribery, anti-money laundry or counter-terrorist financing legislation? If ”NO” please provide details on a separate sheet. 客戶是否就貪污，防止洗黑錢條例或反恐怖分子籌資活動條例的相關活動沒有曾接受調查，就民事或刑事起訴？如“否”，請另外提交詳細的資料。		
13	Have you/ your Institution do NOT offend the law that are relevant to anti-money laundering Or counter-terrorist financing legislation? If “NO” please provide details on a separate sheet. 客戶是否沒有曾觸犯洗黑錢條例貨或反恐怖份子籌資活動條例？ 如”否”， 請另外提交詳細的資料。		
14	Is client originates in FATF jurisdiction or non-FATF jurisdiction and that jurisdiction apply the FATF’s Recommendations？ 客戶是否來自 FATF 司法管轄區或非 FATF 司法管轄區而該司法管轄區應用 FATF 的建議?		

粵商國際證券有限公司
Yuet Sheung International Securities Limited

Section 3. ONLY for FI, Investment Vehicle and Regulated Person (e.g. Fund manager, stockbrokers etc.) 只適用於金融，投資實體， 受監管人士（如基金經理， 股票經紀等）		Yes 是	No 否
15	Have your institution (including foreign branches and subsidiaries, if any) established written policies and implemented internal procedures and controls to combat money laundering? 客戶（包括外國的分行及子公司）是否制定書面政策，並執行內部程序和管理，以打擊洗黑錢的行動？		
16	Have your institution established reporting policy for suspicious activities and transactions to the appropriate authorities? 客戶是否就舉報可以的活動和交易確立程序向適當的監控組織報告？		
17	Have your institution established policies and procedures to ensure that reasonable measures are taken to obtain information about the true identity of its customers, and are these records retained for a specified period of time? 客戶是否制定政策程序，確保已採用合理方法去取得客戶真正身份資料，並將有關資料於指定時限內予以保留？		

* Please put “ √” on the appropriate box 請於適當之放個內加上” √ ”

______________________________   ______________________________

Signed by Client 客戶簽署：
Name 姓名：
Date 日期：

Signed by Witness 見證人簽署:
Name 姓名:
Date 日期：

Note 注意事項

1. The Risk Assessment is “High” if client answer any question above as “No”.
   如客戶在以上任何一條問題的答案為“否”， 其風險評估屬“高”。
2. The Risk Assessment is “High” if client is not physically present in account opening.
   如客戶沒有就戶口開立時現身 席， 其風險評估屬“高”。
3. If Risk Assessment is “High”, seek approval after performance of enhanced due diligence procedures.
   如風險評估屬“高”， 負責的職員/經濟必須完成進階盡責審查才可交於上級批示。

—— For Office Use Only 只供內部填寫 ——

Risk Assessment Level:		
High( )	Medium( )	Low( )
* Please put “ √” on the appropriate box	Signed by Checker	

擔保書

致： 粵商國際證券有限公司(粵商國際)
上環干諾道中168-200號信德中心西座27樓04室

日期:____________________________

由 :____________________________ (「擔保人」)

擔保人地址: ____

____

1. 鑒於粵商國際應擔保人要求,於(日期)________________________訂立之客戶帳戶協定, 開戶資料表格及(如適用)保證金客戶協定, 向(客戶姓名)____(「該客戶」)提供證券買賣服務(以下稱為「該服務」) ,擔保人以擔保人身份不可撤回及無條件地擔保,該客戶將全數及準時向粵商國際支付該客戶應付之所有款項,並保證倘該客戶由於任何原因無法根據上述之客戶帳戶 協定, 開戶資料表格及(如適用)保證金客戶協定之條款償還任何有關款項,則擔保人將應粵商國際要求即時無條件向粵商國際償還有關款項。

2. 此擔保書規定擔保人之全部或部份責任不會由於以下理由而解除或受到影響: (i)粵商國際給予該客戶時間或任何其他寬限,或根據該服務規定沒收、持有、修改、變賣或執行該客戶債務之任何其他抵押, (ii)有關該客戶之任何法律限制或該客戶無力償債, (iii)於該等服務所規定該客戶之責任無效或不能履行,或(iv)粵商國際採取或不採取任何其他行動或出現任何其他情況而原可解除此擔保書所規定擔保人之責任(因本條 款而不能解除)。粵商國際由於上文任何原因未能索取該客戶根據該服務所明確規定該客戶須支付之任何 款項, 則粵商國際可向擔保人作為主要債務人而追收欠款。

3. 此擔保書乃持續擔保並一直維持有效,直至該客戶全數支付該服務規定之任何所有款項為止。

4. 粵商國際可執行此擔保書,事前毋須向該客戶提出任何要求或任何訴訟。

5. 擔保人謹此向粵商國際聲明﹑保證並承諾,擔人目前並無持有,而未經粵商國際書面同意,將來亦不會接受 或持有該客戶或任何其他人士根據此擔保書作為承擔及債務保證之其他抵押,而倘擔保人目前或日後接受 或持有任何有關抵押,則不論是否取得粵商國際之書面同意,均須以信託形式代粵商國際保持任何時候獲 得有關抵押之同等權力及所有款項,並須即時將同等權力及款項連同任何有關文件交予粵商國際。

6. 粵商國際根據任何裁決或任何法庭或其他令狀,按照此擔保書獲得之款項概不可解除擔保人所作之有關責 任,除非及直至粵商國際全數收取款項為止。

7. 粵商國際可使用擔保人就其任何戶口在粵商國際有權獲得之任何信貸結餘, 以支付到期及擔保人根據此擔 保書應付之任何款項。

8. 倘粵商國際由於欺詐性的優惠或任何其他原因而支付用於扣減根據該服務之債務而收取之任何款項,則計 算擔保人之債務時,擔保人被視為從來沒有向粵商國際償還有關款項而論。

9. 擔保人謹此向粵商國際表示並保證擔保人有權訂立此擔保書並履行有關責任。擔保人已細閱並明白此擔 保書之內容,並已就其效力尋求獨立法律意見。

10. 此擔保書所賦予之保證乃額外保證,不可代替或以任何形式影響粵商國際就該服務而在目前或日後持有或 接受該客戶或任何其他人士之任何其他保證或擔保,或受有關保證或擔保影響。

11. 除非此擔保書有明確之相反規定,否則時間對此擔保書極為重要。粵商國際在沒有或延遲行使此擔保書之 任何部份權利、權力或補償,不可視為放棄有關權利丶權力或補償,亦不可視為放棄追究擔保人任何個別失 責行為,亦不影響或損害粵商國際有關任何其他失責或日後其他同類或不同類之失責行為之權利、權力或 補償,且粵商國際行使此擔保書任何權利、權力或補償之任何一項或部份並不損害任何其他或進一步行使有關權利、權力或補償之其他部份,亦不損害其行使任何其他權利、權力或補償。

12. 倘此擔保書任何條款之任何條款在任何時間根據任何司法權區法例屬於或成為非法、無效或無法執行,則 此擔保書其他條款之合法性、有效性或可執行性,或有關條款根據任何其他司法權區法例之合法性、有效 性或可執行性,無論如何均不會受到影響或損害。

13. 擔保人不可轉讓此擔保書之任何權利或責任。粵商國際則可根據該服務作出轉讓後,將此擔保書之任何權 利轉讓予承讓人。

14. 有關此擔保書之各項通知均須以面形式送交、郵遞、傳真或發出電報予擔保人或粵商國際各自在上文所 列之地址。每份通知應在發出傳真電報時(亻尚發出當日在收件人所在地並非工作日,則在發出後下一個 工作日) ,或投遞函件後兩日被視為送達。

15. 倘擔保人由超過一個法定團體組成,則全部有關法定團體應共同及個別承擔此擔保書規定之擔保人責任及 義務。

16. 此擔保書受香港法例監管並按該等法例詮釋,擔保人謹此不可撤回地接受香港及其他地區法院之裁判。 擔保人於上述日期簽署承認本擔保書。

<u>個人擔保人</u>

簽署、蓋印並送交)

)

姓名:____________________________)

)

香港身份證號碼/護照號碼:)

)

______________________________) ______________________________

簽署

見證人簽署 : ______________________________

見證人姓名 : ______________________________

見證人香港身份證號碼/護照號碼 : ______________________________

____

<u>公司擔保人</u>

公司的法團公章於公司)
的董事及董事/秘書面前蓋上)
) ________________________________
) 董事簽署
)
董事姓名:_______________________)
)
董事/秘書姓名: _________________) ________________________________

董事/秘書簽署

見證人簽署 : ________________________________

見證人姓名 : ________________________________

見證人香港身份證號碼/護照號碼 : ________________________________

Yuet Sheung International Securities Ltd.

Assessment of Client Institution's Anti-Money Laundering
Counter-Terrorist Financing Controls

GENERAL INFORMATION		
Full Name of Institution	:	
Address of Institution	:	
Business Activities	:	
Telephone Number	:	
Website Address	:	
Name of Regulator(s)	:	

QUESTIONS		**YES**	**NO**
	Policies and Procedures		
1.	Does your institution have a written policy to combat money laundering and terrorist financing?		
2.	Does your anti-money laundering and counter-terrorist financing policy include:		
(a)	Customer identification requirements and customer due diligence at the inception of relationship?		
(b)	Enhanced due diligence requirements for high risk customers (e.g. politically exposed persons)?		
(c)	Periodic anti-money laundering and counter-terrorist financing training programs to your staff?		
(d)	Suspicious activity monitoring and reporting?		
(e)	Sanctions monitoring?		
(f)	Record keeping?		
3.	Is your anti-money laundering policies applicable to your foreign branches and majority owned subsidiaries?		
	Customer Due Diligence		
4.	Does your institution apply enhanced due diligence procedure based on various risk factors?		
5.	Does your institution conduct business with shell banks and maintain anonymous accounts?		
6.	Does your institution scan customers against a list of sanctioned individuals, entities or locations and terrorist names?		
7.	Does your institution have identification and verification of identity of each beneficial owner, including ownership and control structure of the customer, when applicable?		
	Suspicious Activity Monitoring and Reporting		

8.	Does your institution have a monitoring program for suspicious or unusual activity?		

QUESTIONS		**YES**	**NO**
9.	Does your institution file reports of suspicious activity with a local Financial Intelligence Unit or other regulatory authority?		
AML Training			
10.	Does your institution provide AML training to relevant employees in identifying and reporting unusual and suspicious activities?		
11.	Does your institution retain records of its training sessions including attendance records and relevant training materials used?		
12.	Does your institution communicate new AML related laws and changes to existing AML related policies or practices to relevant employees?		
Senior Management Oversight			
13.	Does your institution have an internal audit function or independent third party that assess the implementation of anti-money laundering and counter-terrorist financing policies on a regular basis?		
14.	Please provide the name, title and email address of the designated compliance officer who is responsible for the anti-money laundering and customer due diligence compliance. Name: ____________________ Title: ____________________ Email: ____________________		
Regulatory/Law Enforcement Investigations			

15.	Has your institution, its employees, senior management, members of Board of Directors or main shareholders, been subject in the last three years to: (i) Any AML, CTF and sanctions/fraud/corruption related investigations by Regulators or Law Enforcement; (ii) Civil or criminal penalties stemming from deficiencies in your AML, CTF or sanctions Program. If your answer is "Yes", please describe the scope of the investigation and summary of the deficiencies. Comments:		

QUESTIONS		**YES**	**NO**
	Others		
16.	Does your institution comply with FATF Recommendations?		
17.	(For funds, investment manager, fund custodian or institution that operates omnibus accounts) Will customer due diligence be conducted on your underlying customers? If your answer is "Yes", please name the institution that is responsible for conducting customer due diligence, its capacity and answer Question 14 as well: Name of Institution: ______________________ Capacity:		
18.	Is the institution you named in Question 17 above (i) incorporated or established in a country that adopts FATF Recommendation? (ii) has measures in place to ensure compliance with FATF Recommendations? (iii) supervised for compliance with FATF Recommendations?		

The undersigned based on his/her best knowledge and belief, certifies that the above questions were answered considering the existing internal controls of the subject institution, and further presents an accurate representation of the existing state of the institution's anti-money laundering and counter-terrorist financing internal controls and financial service activities.

COMPLETED BY

NAME : ______________________________

TITLE : ______________________________

EMAIL ADDRESS : ______________________________

DATE : ______________________________

簽署核對: **Verified Signature By:**	**交收部:** **Settlement Department:**	**負責人員:** **Responsible Officer:**