

# 新城晉峰證券有限公司

## Seazen Resources Securities Limited

Licensed under the Securities and Futures Ordinance to carry on  
Type 1 (dealing in securities) regulated activities (CE Number: BFD379).  
根據《證券及期貨條例》規定獲發牌提供第 1 類（證券交易）之受規管活動（中央編號：BFD379）

Exchange Participant of The Stock Exchange of Hong Kong Limited  
香港聯合交易所有限公司參與者

## 客戶帳戶主協議

### Client's Master Agreement

**THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY.**

**CLIENTS MUST ALSO NOTE AND REMEMBER THAT THE PRICES OF SECURITIES CAN AND DO FLUCTUATE. SECURITIES MAY EXPERIENCE DOWNWARD MOVEMENTS AND MAY UNDER SOME CIRCUMSTANCES BE SUSPENDED FROM TRADING OR BECOME VALUELESS. THERE IS AN INHERENT RISK THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF BUYING AND SELLING SECURITIES. IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT OR ABOUT THE SALE AND PURCHASE OF SECURITIES OR OTHERWISE, YOU SHOULD CONSULT YOUR BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.**

本合約條款重要，懇請謹慎細閱

客戶並且必須留意及緊記，證券價格可能及肯定會波動。證券價格皆可能下跌，在某些情況下證券更可能被暫時停止買賣或變成毫無價值。除可能獲利外，亦可能有損失，此乃在證券買賣本身之風險。客戶若對本文件、證券買賣或其他方面有任何疑問，應諮詢閣下之銀行經理、律師、專業會計師或其他專業顧問。

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## Section I-Securities Trading Agreement 第一章 - 證券交易協議書

In consideration of SEAZEN RESOURCES SECURITIES LIMITED ("SEAZEN RESOURCES SECURITIES") of Suites 1006-08, ICBC Tower, Three Garden Road, Central, Hong Kong (an Exchange Participant of the Stock Exchange of Hong Kong Limited and a Licensed Corporation (CE No. BFD379) licensed with the Securities and Futures Commission in respect of carrying on the regulated activities of dealing in securities) agreeing to allow the Client identified in the Account Opening Form to open one or more accounts with SEAZEN RESOURCES SECURITIES and providing services to the Client in connection with securities trading with or without margin financing facilities, the Client hereby agrees that all Transactions executed by SEAZEN RESOURCES SECURITIES for any Accounts shall be subject to the Securities Trading Agreement (including without limitation the General Terms and Conditions and the Additional Terms applicable to the services provided by SEAZEN RESOURCES SECURITIES) as amended from time to time and notified to the Client. SEAZEN RESOURCES SECURITIES's current provisions of the Securities Trading Agreement are hereinafter set out: 新城晉峰證券有限公司(「新城晉峰證券」), 其地址為香港中環花園道三號中國工商銀行大廈 1006-08 室(為香港聯合交易所有限公司參與者以及於證券及期貨事務監察委員會註冊為持牌法團(CE No. BFD379), 並可從事證券交易之受規管活動)。鑒於新城晉峰證券同意讓在開戶表格上識別為「客戶」的有關客戶在新城晉峰證券開立一個或多於一個帳戶, 並向客戶提供證券交易的服務(無論有提供保證金融資與否), 而客戶特此同意, 新城晉峰證券就任何有關帳戶而執行的一切該等交易須受客戶綜合協議(經不時修訂並通知客戶)的規限, 其中包括但不限於一般條款及就新城晉峰證券提供有關服務而適用之附加條款。新城晉峰證券的現行客戶綜合協議列載如下:

### PART I – DEFINITIONS 第一部份 - 釋義

1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall bear the following meanings: 在本協議中, 除文義另有所指外, 以下各詞和用語應具有下列涵意:

**"Account Opening Information Form"** means the Account Opening Form including the notes and the statement thereto or, as the context requires, any amendments made thereto from time to time pursuant to Clause 1.2(c) to be completed and signed by the Client, and, where the Account Opening Form is to be accompanied by a statement of personal information of a shareholder or other person, includes all such statements and any relevant statement of personal information; 「開戶表格」指開戶表格(包括表格的附註及聲明), 或(如文義規定)不時根據第 1.2(c)條就表格作出並由客戶填妥及簽署的任何修訂, 以及倘開戶表格須隨附股東或其他人士的個人資料聲明, 則包括一切該等聲明及任何有關的個人資料聲明

**"Associates"** means in relation to SEAZEN RESOURCES SECURITIES, a body corporate which is either its holding company, subsidiary or affiliated company including appointed executing brokers, dealers and/or institutions by SEAZEN RESOURCES SECURITIES in Hong Kong or elsewhere; 「聯營公司」指與新城晉峰證券有關連的控股公司、子公司或有關連的法人團體包括新城晉峰證券委派的執行經紀、交易商及/或金融機構(不論在香港或其他地方)

**"Business Day"** means a day (other than a Saturday) on which banks are open for business in Hong Kong; 「營業日」指香港銀行開放營業的日子(星期六除外)

**"CCASS"** means the Central Clearing and Settlement System operated by HKSCC; 「中央結算系統」指由香港結算營運的中央結算及交收系統

**"Charged Securities"** means all Securities, receivables or monies in the Securities Account from time to time and all other monies and Securities of the Client which are now or shall in the future come into the possession, custody or control of SEAZEN RESOURCES SECURITIES or, where appropriate, into the possession, custody or control of any subsidiary or associates of SEAZEN RESOURCES SECURITIES, from time to time and for any purpose whatsoever, and shall include any additional or substituted Securities, and all dividends or interest paid or payable, rights, interests, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise on or in respect of such Securities or additional or substituted Securities; 「已抵押證券」指一切證券、應收帳項或不時於證券帳戶的款項, 以及客戶現在或將來由新城晉峰證券管有、保管或控制或(倘適用)由新城晉峰證券的任何附屬公司或聯營公司不時管有、保管或控制及作任何用途的一切其他款項及證券, 並包括任何附加及替代證券, 以及該等證券或附加或替代證券或與其有關並透過贖回、紅利、優先、選擇或其他形式於任何時間累計或提供的一切已付或應付股息、利息、權利、權益、款項或財產

**"SEAZEN RESOURCES SECURITIES"** means SEAZEN RESOURCES SECURITIES LIMITED and its successors and assigns, being an exchange participant in the Exchange (Participant No. B02002) and a licensed corporation under the Securities and Futures Ordinance (CE Number: BFD379) permitted to carry out Type 1 (dealing in securities) regulated activities; 「新城晉峰證券」指新城晉峰證券有限公司及其繼承人及受讓人, 為交易所的參與者(參與者編號:B02002)及根據《證券及期貨條例》獲發牌(CE 編號:BFD379)進行第 1 類(證券交易)受規管活動的持牌法團

**"Clearing System"** means (i) CCASS and its appointed depository and (ii) any other clearing system from time to time used in connection with Transactions in Securities and any depository for any such clearing system; 「結算系統」指(i)中央結算系統及其獲委任存管處及(ii)不時用於證券交易的任何其他結算系統及任何該等結算系統的任何存管處

**"Client"** means the person or persons who have signed the Account Opening Form and where the Securities Account is opened by more than one person means all of such persons collectively and any personal representative or successor in title thereof and any permitted assign thereof; 「客戶」指簽署開戶表格的人士; 倘證券帳戶是由超過一名人士開設, 客戶則指所有該等人士的統稱及證券帳戶的任何遺產代理人或所有權繼承人及證券帳戶的任何認可受讓人

"**dissolution**" of a person also includes the winding-up, liquidation or bankruptcy of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled, or resident or carries on business or has assets and "dissolved" shall be construed accordingly; 「**解散**」一名人士的解散包括該名人士的清盤、清算或破產，以及根據該名人士註冊成立、原籍或居住或從事業務或擁有資產的任何司法管轄區法例下的任何相同或相似的程序

"**encumbrance**" means any mortgage, charge, pledge, lien, assignment by way of security, financial lease, deferred purchase, sale-and-repurchase or sale-and leaseback arrangement, hypothecation, retention of title by a vendor or other security interest given or arising in respect of any assets, and any arrangement the effect of which is to prefer any creditor or any agreement for any of the same; 「**產權負擔**」指透過任何資產提供或產生的擔保、融資租賃、遞延購買、買賣及回購或售後租回安排、押貨預支、賣方保留所有權或其他證券權益而作出的任何按揭、押記、抵押、留置權、轉讓，及為任何債權人提供優先權的任何安排或就上述任何一項訂立的任何協議

"**Exchange**" means The Stock Exchange of Hong Kong Limited; 「**交易所**」指香港聯合交易所有限公司

"**Foreign Account Tax Compliance Act (FATCA)**" means : (i) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Internal Revenue Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or (iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the U.S. Internal Revenue Service, the US government or any government or any governmental or taxation authority in any other jurisdiction; 「**海外帳戶稅收合規法案**」指 (i)美國國稅局不時修訂或補充之美國國內稅收法第 1471 至 1474 條之規定或任何關聯國庫法或其他官方指引; (ii)(在任何情況下)有利上述第(i)段實行的，於任何其他司法管轄區頒布的任何條約、法律、法規或其他官方指引，或有關美國與其他司法管轄區簽訂的跨政府協議; (iii)因實行上述第(i)段或第(ii)段而與美國國稅局、美國政府或任何其他司法管轄區之政府部門或稅務機關相關之任何協議

"**HKSCC**" means the Hong Kong Securities Clearing Company Limited including, where the context so requires, its agents, associates, representatives, officers and employees; 「**香港結算**」指香港中央結算有限公司，包括（如文義規定）其代理人、代名人、代表、高級人員及僱員

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China; 「**香港**」指中華人民共和國香港特別行政區

"**Hong Kong Regulators**" means the Exchange, the Securities and Futures Commission and/or any other regulator in Hong Kong having jurisdiction over Transactions in Securities; 「**香港監管機構**」指交易所、證券及期貨事務監察委員會及/或於香港擁有證券交易的司法管轄權的任何其他監管機構

"**Liabilities**" means all monies, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Client to SEAZEN RESOURCES SECURITIES, its associate, subsidiary or other associated company in connection with the Securities Account and these Terms (including, for the avoidance of doubt, the Schedules, where applicable) or for which the Client may otherwise be or become liable to SEAZEN RESOURCES SECURITIES on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by SEAZEN RESOURCES SECURITIES, its associate, subsidiary or other associated company in connection with the recovery or attempted recovery of such monies, liabilities and obligations; 「**債務**」指客戶對新城晉峰證券、其聯營公司、附屬公司或其他有聯繫公司就證券帳戶及此等條款（為免生疑問）包括附表（如適用）實際或或然、現在或將來應付、欠負或涉及的一切款項、債務及責任，或客戶可能於任何帳戶或以任何方式或任何貨幣（不論單獨或與任何其他人士共同，及以任何名稱、形式或商號）可能或須以其他方式向新城晉峰證券負上的責任，連同由要求當日起至付款當日的利息，新城晉峰證券、其聯營公司、附屬公司或其他有聯繫公司就收回或企圖收回該等款項、債務及責任而涉及的法律費用及其他一切費用、收費及開支

"**Market**" means any stock or other exchange (including the Exchange), responsible association of dealers or corporation, whether within or outside Hong Kong, so dealing in securities as to provide a market for securities; 「**市場**」指任何股票或其他交易所（包括交易所），交易商或法團的負責組織（不論位於香港或香港以外），從事買賣證券以提供一個證券市場

"**Rules**" means (i) the General Rules, Operational Procedures and other applicable rules, procedures and regulations of CCASS and (ii) the applicable rules, procedures and regulations of any other Clearing System, from time to time in force; 「**規則**」指不時生效的(i)一般規則、運作程序及中央結算系統其他適用規則、程序及規例及(ii)任何其他結算系統的適用規則、程序及規例

"**Securities**" means any shares, stocks, debentures, loan stocks, bonds, notes, unit trusts, certificates of deposit or other commercial paper or securities of or issued by any bodies, whether incorporated or unincorporated, or any government authority for the time being traded in a Market and acceptable to SEAZEN RESOURCES SECURITIES and may include, in the absolute discretion of SEAZEN RESOURCES SECURITIES, (a) rights, options or interests (whether described as units or otherwise) in or in respect of any of the foregoing; (b) certificates of interest or participation in, or temporary or interim certificates for, receipts for or warrants to subscribe to or purchase, any of the foregoing; or (c) any instruments commonly known as securities; 「**證券**」指現時於市場交易及為新城晉峰證券所接納的任何股份、股票、債權證、借貸股票、債券、票據、單位信託、存款證或任何團體（不論是否註冊成立或非註冊成立）或任何政府機構的或發行的其他商業票據或證券，亦可（按新城晉峰證券的絕對酌情權）包括(a)上述任何項目或與其有關的權利、選擇權或權益；(b)上述任何項目的權益或參與證明書或臨時或中期證明書或認購或購買上述任何項目的票據或認股權證；或 (c)一般稱為證券的任何票據

"**Securities Account**" means the account opened and maintained in the name of the Client with SEAZEN RESOURCES SECURITIES subject to these Terms; any Cash Account and/or margin Account; 「證券帳戶」指以客戶的名義根據此等條款於新城晉峰證券開設及保留的帳戶，任何現金或保證金帳戶

"**these Terms**" means these terms as from time to time amended or supplemented pursuant to Clause 13 including where applicable, the Schedules, the Account Opening Information Form and, where applicable, notice of authorized account signatories; 「此等條款」指此條款及條件及根據第 13 條不時修改或補充的條款，並包括（如適用）附表、開戶表格及獲授權帳戶簽署人通知（如適用）

"**Transactions**" means any agreement to purchase, invest in, subscribe for, sell, exchange or otherwise dispose of any Securities and generally dealing in any and all kinds of Securities including holding Securities in the name of SEAZEN RESOURCES SECURITIES or SEAZEN RESOURCES SECURITIES' associate; and 「交易」指任何購買、投資、認購、沽售、交換或以其他方式出售任何證券的任何協議，以及任何及各類證券的一般買賣，包括以新城晉峰證券或新城晉峰證券聯營公司的名義持有證券

"**U.S. person**" includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organization organized or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to U.S. federal income taxation regardless of its source; any account (other than any estate or trust) held by a dealer or fiduciary for the benefit of a U.S. person and any partnership or corporation organized and incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933. "U.S. person" shall not include any branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in the banking or insurance business and not formed primarily for the purpose of investing in securities not registered under the United States Securities Act of 1933. For the purposes of this definition, the "United States" or "U.S." includes the United States of America, its states, territories and possessions and the District of Columbia; 「美國人士」包括屬美國公民或居民的任何自然人；根據美國或其任何政治分部法例組成或註冊成立的法團、合夥商號或其他商業組織；由一位為美國人士的遺囑執行人或受託人管理的任何遺產或信託，或該遺產或信託的收入須繳納美國聯邦入息稅（不論其來源）；任何由交易商或受信人為美國人士及任何根據任何海外司法管轄區法例組成或註冊成立並由美國人士組成的合夥商號或法團（主要從事投資非根據一九九三年美國證券法註冊的證券）的利益而持有的任何帳戶（任何遺產或信託除外）。「美國人士」不包括以有效商業原因而於美國以外經營作為從事銀行或保險業務的當地受規管分行或代理，並非為投資於非根據一九九三年美國證券法註冊的證券而設的美國銀行或保險公司的任何分行或代理。就本定義而言，「美國」包括美利堅合眾國、其州、領土及屬土及哥倫比亞地區

1.2 In these Terms 於此等條款中：-

- (a) "include(s)" and "including" mean respectively "include(s) but not limited to" and "including but not limited to"; 「包括」指「包括但不限於」
- (b) "subsidiary" shall bear the meaning given by Section 15 of the Companies Ordinance (Cap. 622 of the laws of Hong Kong) and "associated company" shall bear the meaning given by Section 2(1) of the Companies Ordinance (Cap. 622 of the laws of Hong Kong); 「附屬公司」具有公司條例第 15 條（香港法例第 622 章）賦予的涵義；「有聯繫公司」具有公司條例第 2(1)條（香港法例第 622 章）賦予的涵義
- (c) reference to a Clause, Sub-clause or Schedule is to a clause, sub-clause or Schedule of these Terms and reference to the Account Opening Form is to the Account Opening Information Form as completed by or on behalf of the Client and where such information has been amended by subsequent notice to SEAZEN RESOURCES SECURITIES means the Account Opening Form as amended by such notice; 條文、分條或附表是指此等條款的條文、分條或附表；開戶表格是指由客戶或代客戶填寫的開戶表格；由致新城晉峰證券的後續通知所更改的資料指由該通知所更改的開戶表格
- (d) reference to an Ordinance is to an Ordinance or law of Hong Kong and any subsidiary legislation related thereto as from time to time amended, codified or re-enacted; 條例是指香港的條例或法例及與之有關並不時修訂、編集或重新制定的任何附屬法例
- (e) reference to the masculine gender includes the feminine and neuter gender and reference to the singular includes the plural and vice versa and reference to a person includes a company, institution, firm, partnership or other entity; 男性的指稱包括女性及中性；單數的指稱包括複數，反之亦然；人士指公司、機構、商號、合夥商號或其他實體

## **PART II – GENERAL TERMS AND CONDITION 第二部份 – 一般條款**

### **1. Compliance with Laws and regulations 遵守法律規則**

1.1 All Transactions shall be subject to this Agreement and, in respect of those Exchanges and/or Clearing Houses where the Transactions are processed, the constitution, rules, regulations, practices, procedures and administrative requirements, as amended from time to time of the relevant Exchange and/or Clearing House (and in particular as regarding Transactions effected on SEHK the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC) and to all applicable laws whether imposed on the Client or SEAZEN RESOURCES SECURITIES, as amended from time to time. All Transactions shall also be subject to the terms of business of dealer or other persons who have been involved in the processing of the Transactions where SEAZEN RESOURCES SECURITIES deems fit. 所有有關交易，應受本協議以及（就進行有關交易的該等交易所和/或結算所而言）相關的有關交易所和/或結算所的不時修訂章程、規則、規例、慣例、程序及行政要求的規限（尤其是就在聯交所進行的有關交易而言，應受聯交所及結算公司的規則、規例、慣例、程序及行政要求的規限）以及受不論是對客戶或新城晉峰證券實施

的一切不時修訂適用法律的規限。當新城晉峰證券認為適當時，所有有關交易也應受涉及處理有關交易的新城晉峰證券或其他人士的商業條款所規限。

1.2 Client whose Transactions are executed in markets other than those organized by SEHK may have a markedly different level and type of protection in relation to those Transactions as compared to the level and type of protection afforded by the rules, regulations, practices, procedures and administrative requirements of SEHK and HKSCC. 與聯交所及結算公司的規則、規則、慣例、程序及行政要求所提供的保護水平及種類相比，如客戶的有關交易在聯交所以外的市場達成的話，則客戶可能就該等有關交易享有明顯不同程度及種類的保障。

1.3 The Client confirms that 客戶確認：

- (a) in the event of any conflict between (I) this Agreement and (II) any constitution, rules, regulations, practices, procedures, administrative requirements of the relevant Exchange and/or Clearing House and laws (collectively the "Regulations"), the latter shall prevail; 如果 (I) 本協議與 (II) 任何有關交易所及／或結算所的章程、規則、規則、慣例、程序及行政要求及法律（總稱「該等規則」）之間發生任何衝突，須以後者為準；
- (b) SEAZEN RESOURCES SECURITIES may take or omit to take any action it considers fit in order to ensure compliance with the Regulations including without limitation, adjusting any Account, disregarding any unexecuted orders or rescinding any executed Transactions; 新城晉峰證券可採取其認為合適的任何行動或按其認為合適者不採取任何行動，以確保遵守該等規則，包括但不限於調整任何有關帳戶、不理會任何未被執行的買賣指示或撤銷任何已執行的有關交易；
- (c) the Regulations as are so applicable and all such actions so taken shall be binding upon the Client; and 按此適用的該等規則以及按此採取的一切該等行動應對客戶具有約束力；及
- (d) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client's entering into of this Agreement or SEAZEN RESOURCES SECURITIES effecting any Transaction in connection with this Agreement. 在與簽立本協議有關或新城晉峰證券因本協議而執行任何交易有關時，客戶則將負責事先獲取及維持任何政府或其他人士之同意。

1.4 This Agreement shall not operate insofar as it removes, excludes or restricts any rights of the Client or obligations of SEAZEN RESOURCES SECURITIES under the laws of Hong Kong or any other relevant law. If any provisions hereof are or should become inconsistent with any present or future law, rule or regulation of SEHK, HKSCC and/or any Exchange and/or any Clearing House or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects this Agreement shall continue and remain in full force and effect. 本協議在本協議解除、免除或限制客戶在香港法律或任何其他有關法律下任何權利或新城晉峰證券在上述法律下任何義務的範圍內並無效用。如果本協議的任何條文與聯交所、結算公司和／或任何有關交易所和／或任何結算所或對本協議的事項具有司法管轄權的任何其他有關主管當局或團體的任何現行或將來的法律、規則或規例不一致或成為不一致，則該等條文應被視為已按照任何上述法律、規則或規例予以刪除或修改。本協議應在一切其他方面持續並仍然具有十足效力及作用。

## 2. Appointment and Scope of Agency 代理人的委任及職責範圍

2.1 The Client appoints SEAZEN RESOURCES SECURITIES and SEAZEN RESOURCES SECURITIES agrees to act as the Client's agent to effect Transactions in Securities on its behalf unless SEAZEN RESOURCES SECURITIES indicates (in the contract note for the relevant Transaction in Securities or otherwise) that SEAZEN RESOURCES SECURITIES is acting as principal. Nothing herein contained shall constitute SEAZEN RESOURCES SECURITIES as trustee for the Client or a partnership between SEAZEN RESOURCES SECURITIES and the Client. 客戶委任新城晉峰證券而新城晉峰證券同意擔任客戶的代理人，以代其執行證券交易，惟新城晉峰證券（於有關證券交易的成交單據中或另行）指明新城晉峰證券擔任主事人除外。本文件概無任何內容構成新城晉峰證券成為客戶受託人或構成新城晉峰證券與客戶之間的合夥關係。

2.2 Notwithstanding that SEAZEN RESOURCES SECURITIES is acting as the Client's agent in effecting any Transaction in Securities, SEAZEN RESOURCES SECURITIES may, in its absolute discretion, decline to accept instructions for any Transaction in Securities without giving any reason thereof. SEAZEN RESOURCES SECURITIES shall not be liable to the Client for any loss whatsoever arising out of or in connection with its not accepting or acting on such instructions or omitting to give notice of the non-acceptance of any instructions. 即使新城晉峰證券作為客戶的代理人執行任何證券交易，新城晉峰證券亦可按其絕對酌情權拒絕接納任何證券交易的指示，而毋須給予任何理由。新城晉峰證券毋須就客戶因或有關新城晉峰證券不接納或不執行該等指示或不作出不接納任何指示的通知而產生的任何損失負責。

2.3 Where the Client is approved by SEAZEN RESOURCES SECURITIES to engage in margin trading, the Client will be subject to the further terms and conditions set out in the Schedule as the case may be. However, nothing herein requires SEAZEN RESOURCES SECURITIES to provide such other facilities. Where pursuant to these additional facilities, Liabilities arise, then, in addition to any rights which SEAZEN RESOURCES SECURITIES may have, the Securities held hereunder shall be subject to the charge herein as security or collateral thereof (without the need for any other documentation signed by the Client) and the same applies to all Liabilities howsoever arising. 倘客戶獲新城晉峰證券批准參與保證金交易，客戶將受附表所載的其他條款及條件限制（視乎情況而定）。然而，本文件的內容概無規定新城晉峰證券提供該等其他貸款。倘根據此等額外貸款導致產生債務，則除新城晉峰證券可能擁有的任何權利外，根據本文件持有的證券便須遵守本文件的抵押，作為該等債務的擔保或抵押品（毋須客戶簽署任何其他文件），並適用於因任何原因產生的一切債務。

2.4 Where the Client applies for the use of the Internet trading and services facilities as provided by SEAZEN RESOURCES SECURITIES, the Client accepts to be bound by the further terms and conditions set out in the Schedule B as the case may be. However, nothing herein requires SEAZEN RESOURCES SECURITIES to provide such other facilities. 倘客戶申請使用新城晉峰證券提供的網上交易及其他服務，客戶同意接受附表 B 所載的其他條款及條件所規限。然而，本文件的內容概無規定新城晉峰證券提供該等其他服務。

### 3. Form of Instructions 指示方法

3.1 Subject as provided in Clause 3.3, the Client shall give instructions in relation to Transactions in Securities direct to SEAZEN RESOURCES SECURITIES in writing signed by the Client or on behalf of the Client by authorized signatories or by telephone. If an instruction is given in writing, the signatures of such signatories shall conform to the specimen signatures provided to SEAZEN RESOURCES SECURITIES. If instructions are given by telephone, SEAZEN RESOURCES SECURITIES is entitled to rely upon and act in accordance with such instructions without inquiry or verification by SEAZEN RESOURCES SECURITIES of the authority or identity of the person making or giving or purporting to make or give such instructions and regardless of the circumstances prevailing at the time of the giving of such instructions. 誠如第 3.3 條所規定，客戶須以客戶或代表客戶的獲授權簽署人簽署的書面方式或以電話直接向新城晉峰證券發出關於證券交易的指示。若指示以書面發出，該等簽署人的簽署須與提供予新城晉峰證券的簽署式樣一致。若指示以電話發出，新城晉峰證券有權依賴及按照該等指示行事，而新城晉峰證券毋須查詢或核實作出或發出或聲稱作出或發出該等指示的人士的權力或身份，亦毋須理會發出該等指示當時的情況。

3.2 SEAZEN RESOURCES SECURITIES shall be entitled to treat an instruction given as provided in Clause 3.1 as fully authorized by and binding upon the Client. SEAZEN RESOURCES SECURITIES shall be entitled (but not bound) to act on or take such steps in connection with or in reliance upon such instruction as SEAZEN RESOURCES SECURITIES may in good faith consider appropriate, whether it may be an instruction to acquire, purchase, sell, dispose of or otherwise deal with Securities or transfer Securities from the Securities Account or purport to bind the Client to any agreement or other arrangement with SEAZEN RESOURCES SECURITIES or with any other person or to commit the Client to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the value, type and quantity of the Securities involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instruction. 新城晉峰證券有權將按第 3.1 條規定所發出的指示視為經客戶全面授權及對客戶有十足約束力。新城晉峰證券有權（但不受制於）就或依賴新城晉峰證券真誠地認為適當的指示作出行動或採取步驟，不論指示是收購、購買、沽售、出售或以其他方式處置證券或從證券帳戶轉移證券或用意屬使客戶受與新城晉峰證券或任何其他人士訂立的任何協議或其他協議所約束或使客戶於任何其他類型交易或任何形式的安排中作出承擔，而毋須理會由該交易或安排的性質或所涉及證券的價值、類別及數量，以及不管該交易條款有否任何錯誤、誤解或不清晰。

3.3 If SEAZEN RESOURCES SECURITIES has agreed in writing to accept instructions which are given or transmitted by telephone by the Client direct to SEAZEN RESOURCES SECURITIES, SEAZEN RESOURCES SECURITIES has no responsibility for any delay, failure, error, interruption or suspension in the transmission or communication of instructions or information on prices or the mistaken receipt of any instructions by any other party. SEAZEN RESOURCES SECURITIES is authorized to act upon any instructions received by it (regardless of delay, failure, error, interruption or suspension as aforesaid) and SEAZEN RESOURCES SECURITIES shall not be required to check the accuracy or authenticity of such instructions with the Client, nor shall SEAZEN RESOURCES SECURITIES be liable for any losses or costs suffered or incurred by the Client as a result of SEAZEN RESOURCES SECURITIES acting upon the same. SEAZEN RESOURCES SECURITIES shall be entitled to require the Client to enter into a further agreement if the Client wishes it to act on telephonic instruction. 若新城晉峰證券以書面同意接納由客戶直接以電話向新城晉峰證券發出或傳送的指示，則新城晉峰證券毋須就指示或價格資料的傳送或通訊的任何延遲、失效、錯誤、干擾或暫時終止或任何其他人士錯誤收取任何指示而負責。新城晉峰證券獲授權執行其接收的任何指示（不論如前述延遲、失效、錯誤、干擾或暫時終止），而新城晉峰證券毋須向客戶核實該等指示的準確性或真確性，並毋須就新城晉峰證券執行該等指示而導致客戶蒙受或涉及任何損失或費用負責。若客戶欲新城晉峰證券執行電話指示，新城晉峰證券有權規定客戶另行訂立一項協議。

3.4 If the Client gives instructions to SEAZEN RESOURCES SECURITIES to effect any sale or purchase of Securities requiring an exchange into or from one currency to another, the costs thereof and any profit or loss arising as a result of a fluctuation in the exchange rate of the relevant currency will be entirely for the account of the Client. SEAZEN RESOURCES SECURITIES may convert monies in the Securities Account into and from any currency at such rate of exchange as SEAZEN RESOURCES SECURITIES shall in its sole discretion determine as being the then prevailing money market rate. Such conversion may be made for the purpose of any transaction or for the calculation of any debit balance due from the Client or credit balance owed to the Client. 若客戶向新城晉峰證券發出指示，執行須從一種貨幣兌換自或兌換至另一種貨幣的任何證券沽售或購入，沽售或購入的費用及有關貨幣匯率波動產生的任何溢利或虧損將全部由客戶承擔。新城晉峰證券可將證券帳戶內的款項按新城晉峰證券的絕對酌情權釐定為當時通行的貨幣市場匯率的匯率轉換自及轉換至任何貨幣。該轉換可為任何交易或計算客戶欠負的任何債項餘額或欠負客戶的信貸餘額而進行。

### 4. Transactions in Securities 證券交易

4.1 The Client authorizes SEAZEN RESOURCES SECURITIES to instruct such executing brokers and overseas brokers and dealers (including Associates of SEAZEN RESOURCES SECURITIES) as SEAZEN RESOURCES SECURITIES may in its absolute discretion deem fit to execute any Transactions in Securities and acknowledges that the terms of business of such executing brokers and overseas brokers and dealers and the applicable Rules of any relevant exchange and/or Clearing System on and through which such Transactions in Securities are executed and settled shall apply to such Transactions in Securities. 客戶授權新城晉峰證券指示新城晉峰證券按其絕對酌情權視為合適的執行經紀及海外經紀及交易商（包括新城晉峰證券相關聯營公司）執行任何證券交易，並確認該等執行經紀及海外經紀及交易商的業務條款及該等證券交易的執行及結清所處及透過的任何有關交

易所及／或結算系統的適用規則須應用於該等證券交易。

- 4.2 All Transactions in Securities which SEAZEN RESOURCES SECURITIES effects on the Client's instructions shall be effected in accordance with all laws, rules and regulatory directions applying to SEAZEN RESOURCES SECURITIES. All actions taken by SEAZEN RESOURCES SECURITIES in accordance with such laws, rules and directions shall be binding on the Client. 新城晉峰證券按客戶指示執行的一切證券交易須根據新城晉峰證券適用的一切法例、規則及規管指令執行。新城晉峰證券根據該等法例、規則及指令而作出的一切行動均對客戶有約束力。
- 4.3 By reason of physical restraints on any Market and rapid changes in the prices of Securities that frequently take place, there may, on occasions and despite SEAZEN RESOURCES SECURITIES', executing brokers', overseas brokers' or dealers' reasonable endeavours, be a delay in making prices or in dealing at any specific time or "at best" or "at market". The Client agrees in any event to accept and be bound by dealings which take place on the Client's behalf and agrees that SEAZEN RESOURCES SECURITIES shall not be liable for any loss (whether direct, indirect or consequential) arising by reason of its failing, or being unable, to comply with any terms of an order of the Client. 由於任何市場的實質限制及經常性出現的證券價格急速變動，即使新城晉峰證券、執行經紀、海外經紀或交易商作出合理的努力，於任何特定時間或「最佳」或「於市場」作價或交易時或會間中出現延誤。客戶同意在任何情況下均接納代客戶進行的交易，並受其約束，亦同意新城晉峰證券毋須就因未能或不能遵守客戶的任何指令條款而產生的任何損失(不管是直接、間接或隨之發生的)負責。
- 4.4 Where SEAZEN RESOURCES SECURITIES or brokers or dealers instructed by SEAZEN RESOURCES SECURITIES are unable to perform any order in full, SEAZEN RESOURCES SECURITIES or such brokers or dealers are entitled (but not bound) to effect partial performance only without prior reference to or confirmation from the Client. 若新城晉峰證券或新城晉峰證券指示的經紀或交易商未能十足履行任何指令，新城晉峰證券或該等經紀及交易商有權（但不受制於）只進行部分履行，而毋須事前向或由客戶提述或確認。
- 4.5 Unless the Client gives specific instructions to SEAZEN RESOURCES SECURITIES to the contrary, the Client acknowledges that all orders or requests are good for the day only and that, to the extent unfulfilled; they will lapse at the end of the official trading day of the Market in respect of which they are given. 除非客戶向新城晉峰證券提出相反的特定指示，否則客戶確認一切指令或要求只於當日適用；未能履行的指示或要求將於其發出當日的市場交易日完結時失效。
- 4.6 The Client acknowledges that SEAZEN RESOURCES SECURITIES will not accept an instruction to sell for short account on behalf of the Client. SEAZEN RESOURCES SECURITIES shall not be responsible to the Client for identifying whether or not an instruction is to sell for short account. The Client undertakes that it will not give any instruction to sell for short account and will notify SEAZEN RESOURCES SECURITIES whenever any sale order relates to a short sale of Securities and such notification shall be given at the same time as notification of the sale order. 客戶確認新城晉峰證券將不會接納代客戶沽空的指示。新城晉峰證券毋須向客戶就核實該指示是否沽空而負責。客戶承諾，其將不會發出任何沽空的指示，並倘於任何沽售指令是與沽空證券有關時通知新城晉峰證券，而該通知須與沽售指令的通知同時作出。
- 4.7 (a) Unless otherwise agreed or where SEAZEN RESOURCES SECURITIES is already holding cash or Securities on the Client's behalf to settle a Transaction in Securities, the Client will, by such time as SEAZEN RESOURCES SECURITIES has notified to the Client in relation to the relevant Transaction in Securities 除另有同意或新城晉峰證券已代客戶持有現金或證券作結清證券交易外，客戶將於新城晉峰證券通知客戶關於有關證券交易前：
- (i) pay SEAZEN RESOURCES SECURITIES cleared funds or deliver to SEAZEN RESOURCES SECURITIES Securities in deliverable form; or 向新城晉峰證券支付理清債務的資金或以可交付形式向新城晉峰證券交付證券；或
  - (ii) otherwise ensure that SEAZEN RESOURCES SECURITIES has received such funds or Securities, equivalent to the sum or the number of Securities required to settle such transaction in Securities. 以其他方式確保新城晉峰證券已收取有關資金或證券，相等於結清該證券交易所需的證券款額或數目。
- (b) If the Client fails to do so, SEAZEN RESOURCES SECURITIES will be entitled, in its absolute discretion 若客戶未能履行，新城晉峰證券將按其絕對酌情權有權：
- (i) in the case of a purchase or subscription Transaction in Securities, to sell the purchased or subscribed Securities; or 若為一項購入或認購的證券交易，沽售已購入或已認購的證券；或
  - (ii) in the case of a sale Transaction in Securities, to borrow and/or purchase securities in order to settle the Transaction in Securities, or, in addition or as an alternative to (i) or (ii) above, to have recourse to its rights of combination and set-off as set out in Clause 18 in order to settle the Transactions in Securities. 若為一項沽售的證券交易，借入及／或購入證券以結清證券交易，或（附加於或作為上文第(i)或(ii)項的另一選擇）擁有追索其合併及抵銷的權利（載於第 18 條），以結清證券交易。
- (c) For the avoidance of doubt, nothing in these Terms shall oblige SEAZEN RESOURCES SECURITIES to grant or maintain any margin or credit facilities. 為免生疑問，此等條款並無使新城晉峰證券須對授出或保留任何保證金或信貸額度負責。
- 4.8 The Client acknowledges that it will be responsible to and will indemnify and keep indemnified SEAZEN RESOURCES SECURITIES for any loss (whether direct, indirect or consequential), costs, fees and expenses in connection with the Client's failure to meet its obligations by the settlement



dates required or to pay any other sum due to SEAZEN RESOURCES SECURITIES hereunder. 客戶確認，其有責任及將向新城晉峰證券彌償及維持彌償關於客戶未能在規定的結清日期前達成其責任或支付根據本文件欠負新城晉峰證券的任何其他款項有關的任何損失(不管是直接、間接或隨之發生的)、費用、收費及開支。

4.9 The Client shall pay interest on all overdue balances on the Securities Account or any amount otherwise owing to SEAZEN RESOURCES SECURITIES at any time (including interest arising after a judgment debt is obtained against the Client) at such rates and on such terms as required by SEAZEN RESOURCES SECURITIES from time to time. Interest shall be payable on the last day of each calendar month or forthwith upon demand by SEAZEN RESOURCES SECURITIES. 客戶須支付證券帳戶內的一切逾期餘款或以任何方式於任何時間欠負新城晉峰證券的任何款項的利息(包括客戶接獲判定債項後產生的利息)，有關息率及條款乃由新城晉峰證券不時規定。利息須於各曆月的最後一日或按新城晉峰證券要求盡速償付。

4.10 The Client acknowledges that all telephone conversations between the Client and SEAZEN RESOURCES SECURITIES may be automatically recorded without prior tone warning in order to enable SEAZEN RESOURCES SECURITIES to verify the instructions of the Client. The Client agrees to accept that the recordings on relevant tapes may be used as final and conclusive evidence of the contents of the instructions in case of dispute. Whilst such tapes will always remain the property of SEAZEN RESOURCES SECURITIES, SEAZEN RESOURCES SECURITIES will provide to the Client, on the Client's request and at the Client's expense, a copy of such tapes (if available). 客戶確認，客戶與新城晉峰證券的一切電話對話，可在沒有預先語音警告下自動錄音，使新城晉峰證券可核實客戶的指示。客戶同意，接納有關錄音帶的錄音可在出現爭議時作為最終及不可推翻的指示內容的證據。該等錄音帶將永遠屬於新城晉峰證券的財產，而新城晉峰證券將按客戶的要求及由客戶承擔開支下，向客戶提供該等錄音帶(如有的話)的副本。

## 5. Charges and Expenses 收費及費用

5.1 The Client shall pay SEAZEN RESOURCES SECURITIES' or its associate's commissions and charges as determined by SEAZEN RESOURCES SECURITIES or its Associate in its absolute discretion on all Transactions in Securities and upon all payments to the Client under Clause 8, as well as all applicable levies imposed by any relevant Clearing System or Market and all applicable stamp duties. All such commissions, charges, levies and duties may be deducted by SEAZEN RESOURCES SECURITIES from the Securities Account and any other accounts maintained by the Client with SEAZEN RESOURCES SECURITIES. 客戶須就所有證券交易及於根據第 8 條支付客戶的一切付款後，支付由新城晉峰證券或其聯營公司按其絕對酌情權釐定的新城晉峰證券或其代名人的佣金及收費，以及任何有關結算系統或市場規定的一切適用的徵費及一切適用的印花稅。新城晉峰證券可從證券帳戶及從客戶於新城晉峰證券設立的任何其他帳戶中扣除一切有關佣金、收費、徵費及稅項。

5.2 Without prejudice to SEAZEN RESOURCES SECURITIES' right to terminate the Securities Account in accordance with Clause 16 of these Terms, SEAZEN RESOURCES SECURITIES may charge a monthly maintenance fee to be notified by SEAZEN RESOURCES SECURITIES to the Client on the Client's dormant account if the Client has no trading activity for six months or more. Payment of such fees (if any) will be automatically deducted from the Securities Account. 在不影響新城晉峰證券根據此等條款第 16 條終止證券帳戶的權利下，若客戶於六個月或以上並無交易活動，新城晉峰證券將通知客戶新城晉峰證券可就客戶的不活躍帳戶收取的每月維持費用。該等費用的付款(如有)將會自動從證券帳戶中扣除。

5.3 The Client shall be liable for all fees and expenses of any brokers, agents and associates including SEAZEN RESOURCES SECURITIES' Associate engaged in respect of the Securities Account, all transfer fees, registration fees, stock settlement fees, interest and other handling costs or expenses incurred in respect of or connected with Transactions in Securities, the Securities Account or any Securities, receivables or monies held in or for the account of the Securities Account, services rendered to the Client or otherwise these Terms generally. 客戶須負責任何經紀、代理人及聯營公司包括新城晉峰證券聯營公司有關證券帳戶的一切收費及費用，就或有關證券交易、證券帳戶或任何證券、於或為證券帳戶持有的應收款項或金額、向客戶提供的服務或此等條款其他方式一般產生的一切轉讓費用、註冊費用、股票交收費用、利息及其他手續費或開支。

5.4 The Client agrees and authorizes SEAZEN RESOURCES SECURITIES to accept from any securities brokers and dealers engaged in the purchase or sale of, or other dealing with, securities for the account of the Client any rebate or re-allowance or soft commission as may be allowable from time to time under the applicable law and the rules of any applicable Markets and Clearing Systems on and through which such Transactions in Securities are executed and settled provided always that 客戶同意並授權新城晉峰證券接納自任何就客戶帳戶參與購入或沽售或以其他方式處置證券的證券經紀及交易商不時該等證券交易的執行及結清所處及透過的任何適用的市場及／或結算系統的法律規則許可的任何回佣或再補貼或軟佣金，惟：-

(a) SEAZEN RESOURCES SECURITIES and/or its Associate may enter into soft commission arrangements with brokers through which transactions are executed for the Client. SEAZEN RESOURCES SECURITIES and/or its Associate will enter into such an arrangement only where the goods or services are of demonstrable benefit to the Clients of SEAZEN RESOURCES SECURITIES and/or its Associate as applicable. In allocating business to the broker concerned SEAZEN RESOURCES SECURITIES and/or its Associate is under an obligation to ensure that the quality of transaction execution is consistent with best execution standards and that brokerage rates are not in excess of customary full-service rates. For this purpose, such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications; and 新城晉峰證券及／或其聯營公司可與為客戶執行交易的經紀訂立軟佣金安排。新城晉峰證券及／或其聯營公司只會在貨品或服務可證明對新城晉峰證券及／或其聯營公司(如適用)的客戶有利時，方會訂立該安排。分配業務予涉及新城晉峰證券及／或其聯營公司的經紀時，有責任確保交易執行的質素是符合最佳執行標準，而經紀佣金費不得超過慣常的全套服務收費。就此而言，該等貨品及服務可包括：研究及顧問服務；經濟及政治分析；組合分析(包括評估及表現計算)；市場分析、數據及報價服務；有關上述貨品及服務的電腦軟硬件；結算及保管服務及投資相關的印行；及

(b) SEAZEN RESOURCES SECURITIES and/or its Associate may receive cash or money rebates on transactions executed for the Client's account. Such rebates will be retained by SEAZEN RESOURCES SECURITIES and/or its associate for their own account. If SEAZEN RESOURCES SECURITIES and/or its Associate retains such rebates it is under an obligation to ensure that brokerage rates are not in excess of customary full service rates. 新城晉峰證券及／或其聯營公司可收取有關為客戶帳戶執行交易的現金或金錢回佣。該等回佣將由新城晉峰證券及／或其聯營公司於其帳戶保留。若新城晉峰證券及／或其聯營公司保留該等回佣，其有責任確保經紀佣金費不得超過慣常的全套服務收費。

## **6. Client Responsibility for Disclosure of Interests 客戶披露權益責任**

6.1 The Client's attention is drawn to the provisions of the Securities and Futures Ordinance (Cap.571 of the laws of Hong Kong) and the obligations therein to disclose certain shareholdings including corporate and family interests. Other disclosure obligations may arise under legislation of other jurisdictions or the rules and regulations of a Market. 客戶請注意《證券及期貨條例》（香港法例第 571 章）的條文及當中披露若干持股量（包括公司及家族權益）的責任。其他披露責任可根據其他司法管轄區的法例或市場的規則及規例產生。

6.2 SEAZEN RESOURCES SECURITIES acts as a licensed corporation and shall not be responsible for advising the Client of any such obligations generally or any obligation that may arise from any instruction of the Client or which has arisen as a result of any transaction or from any holding or otherwise. Such obligations of disclosure are personal obligations of the Client. SEAZEN RESOURCES SECURITIES shall not be obliged to give notice of holdings of the Client in any form or by any time limit for such purpose save any notice or statement to be issued as expressly set out in these Terms. SEAZEN RESOURCES SECURITIES shall not be liable for any loss (whether direct, indirect or consequential), cost or expense of the Client from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor any delay or default in notification to the Client as to the carrying into effect of any instructions and the Client shall indemnify SEAZEN RESOURCES SECURITIES for any loss (whether direct, indirect or consequential), cost or expense arising from any such failure, delay or default. 新城晉峰證券作為一家持牌法團，無責任提醒客戶一般或可能由任何客戶的指示產生的任何責任，或因任何交易或從任何持有或以其他方式已經產生的任何責任。該等披露責任是客戶的個人責任。新城晉峰證券無責任就客戶任何方式的持有或就該持有的任何時限發出通知，惟此等條款訂明須發出的任何通知或聲明除外。新城晉峰證券毋須就客戶或任何其他人士未能或延遲根據任何有關責任作出披露或任何通知客戶有關執行任何指示的延遲或失責而引致的任何損失（不管是直接、間接或隨之而發生的）、費用或開支負責，而客戶須彌償新城晉峰證券因任何該等未能、延遲 或失責而招致的任何損失（不管是直接、間接或隨之而發生的）、費用或開支。

## **7. Disclosure of information about clients 客戶資料之披露**

7.1 Subject to the provisions of this Agreement, SEAZEN RESOURCES SECURITIES will keep the information relating to the Securities Accounts confidential. The Client acknowledges that there are laws, rules and regulations of the relevant markets and Exchanges which contain provisions requiring SEAZEN RESOURCES SECURITIES upon the request of SEHK, the SFC and/or any other regulator in Hong Kong (collectively, "relevant regulators") having jurisdiction over the Transactions, to disclose details of the Transactions, the name of the Client, beneficial identity of the Transactions and such other information concerning the Client as any such relevant regulators may require and that the Client agrees to provide such information concerning the Client as SEAZEN RESOURCES SECURITIES may require in order for SEAZEN RESOURCES SECURITIES to comply with the requirements. 根據本協議條文，新城晉峰證券必須為證券帳戶內的資料保密。客戶確認根據有關市場和交易所、規則和監管之條文下，在期交所、證監會或其他香港的監管機構（「有關監管機構」）的法律要求下，新城晉峰證券需透露有關帳戶中交易的詳情、客戶姓名或名稱、受益人身份和客戶的其他資料，客戶同意提供該等資料予新城晉峰證券以符合有關要求。

7.2 Without limiting the disclosure to anything provided in Clause 7.1, the Client hereby irrevocably authorizes SEAZEN RESOURCES SECURITIES and any of its Associates, without further notice and consent from the Client, to disclose to any person of information, reports, records or documents pertaining to the Securities Account together with such other information as may be required by the relevant regulators for the purpose of assisting them with any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if the disclosure is in the public interest or in SEAZEN RESOURCES SECURITIES' or the Client's interest or is made with the Client's expressed or implied consent. 在不受制於第 7.1 條的任何披露下，客戶茲不可撤銷地授權新城晉峰證券和任何新城晉峰證券聯營公司，在有關監管機構要求以協助其調查或查詢或司法管轄權之法院要求或為公眾利益或為新城晉峰證券或客戶的利益或客戶已作出明示或暗示同意的情况下，新城晉峰證券有權在無須通知客戶及獲其同意的情况下，向任何人披露有關帳戶資料、報告、記錄或屬於有關證券帳戶的文件和其他合適資料。

7.3 The Client further agrees that SEAZEN RESOURCES SECURITIES may, whether during the continuance or after the termination of this Agreement, without notice to the Client, disclose any information relating to the Client and the Securities Account(s) to any of its Associates, or to any assignee of any of the rights or obligations of SEAZEN RESOURCES SECURITIES under this Agreement. 客戶進一步同意新城晉峰證券可於本協議繼續生效時或終止後，在毋須通知客戶的情况下，向任何其他新城晉峰證券聯營公司或任何根據本協議賦予新城晉峰證券的任何權利或義務的承讓人披露任何有關客戶及其證券帳戶的資料。

7.4 The Client understands that the Client has supplied or may from time to time supply to SEAZEN RESOURCES SECURITIES or any of its Associates personal data about the Client (the "Personal Data"), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong), in connection with the opening or maintenance of any Securities Account(s) or the provision of services to the Client by SEAZEN RESOURCES SECURITIES or any of its Associates. The Client acknowledges that the Client is not required to provide any Personal Data to SEAZEN RESOURCES SECURITIES and any of its Associates unless the Client chooses to do so. However, if the Client fails to supply any such Personal Data, SEAZEN RESOURCES SECURITIES may not be able to open or maintain an Account(s) for the Client and/or provide the Client with any services. 客戶

明白，就開立或維持任何有關證券帳戶或就新城晉峰證券或其任何聯營公司向客戶提供之服務，客戶已向新城晉峰證券或其任何聯營公司提供或可能不時提供個人資料（根據《個人資料（私隱）條例》（香港法例第 486 章）所界定之涵義）（「個人資料」）。客戶承認，除非客戶選擇提供個人資料予新城晉峰證券或其任何聯營公司，否則客戶無須提供。但是，如果客戶不提供任何個人資料，新城晉峰證券可能無法為客戶開立或維持有關帳戶及/或向客戶提供任何服務。

7.5 The Client acknowledges that the Client has read the Data Privacy Policy of SEAZEN RESOURCES SECURITIES and agreed to be bound by the terms of it. 客戶確認已細閱新城晉峰證券之私隱政策，並且同意受其條款所約束。

7.6 The terms contained in this Clause 7.5 shall continue in effect notwithstanding the termination of the Agreement. 即使本協議終止，本 7.5 條的條文繼續有效。

## 8. Safekeeping of Securities 證券的安全保管

8.1 Any Securities held by SEAZEN RESOURCES SECURITIES for safekeeping pursuant to these Terms may, at SEAZEN RESOURCES SECURITIES' discretion and subject to applicable laws and regulations 新城晉峰證券根據此等條款所持有作保管的任何證券，可在新城晉峰證券之酌情決定下及在適用法律法規容許下：

(a) (in the case of registerable securities) be registered in the name of the Client or in the name of SEAZEN RESOURCES SECURITIES or its Associate; or 就可註冊證券，以客戶或新城晉峰證券或新城晉峰證券的聯營公司的名義註冊；或

(b) be deposited in safe custody in a designated account of SEAZEN RESOURCES SECURITIES with a bank or other institutions which provides facilities for the safe custody of Securities and documents relating thereto. In the case of securities in Hong Kong, such institution shall be acceptable to the Securities and Futures Commission as a provider of safe custody services. 存放於一家銀行或另一家提供妥善保管證券及相關文件的機構中新城晉峰證券指定的賬戶。如屬香港的證券，該機構應為證券及期貨事務監察委員會認可的提供保管服務機構。

8.2 The Client acknowledges and agrees that Securities from time to time acquired and/or held pursuant to these Terms through or in a Clearing System shall be held subject to and in accordance with the applicable Rules. 客戶確認及同意按此等條款，經或在結算系統不時收購或持有的證券須按照或受適用規則規限。

8.3 SEAZEN RESOURCES SECURITIES shall be entitled to deposit all such cash and Securities of the Client as are delivered to and accepted by SEAZEN RESOURCES SECURITIES or any of its sub-custodians and held pursuant to these Terms with such other bank or institution and on such terms as it may deem fit. Such cash or Securities may be co-mingled with those of other clients (but not with cash or Securities held for SEAZEN RESOURCES SECURITIES's own account), in which case the Client shall be entitled in common with the other clients to its proportionate share of such cash or Securities or the rights thereto as are held by SEAZEN RESOURCES SECURITIES for the account of its clients. Subject to mutual agreement between the Client and SEAZEN RESOURCES SECURITIES, no interest shall be payable on such cash. 就客戶交付予新城晉峰證券或其任何分託管人並獲新城晉峰證券或其任何分託管人接納作且根據此等條款持有的所有此等現金及客戶的證券，新城晉峰證券有權將該等現金及證券按其認為合適的條款存放於其他銀行或機構。此等現金或證券可與其他客戶的現金或證券（但非以新城晉峰證券本身賬戶持有的現金或證券）混合，而在此情況下，客戶將與其他客戶一樣，有權就新城晉峰證券為其客戶所持有的現金或證券或此等權利而享有應佔的比例。除客戶與新城晉峰證券另行共同協議，該等現金不獲利息。

8.4 Subject to Clause 8.5, SEAZEN RESOURCES SECURITIES shall as soon as reasonably practicable after having been required to do so by instructions from the Client 在第 8.5 條規限下，新城晉峰證券須於接獲客戶的指示在合理可行情況下盡快：

(a) (i) procure the registration of any Securities from time to time in the Securities Account in the name of the Client or a person notified by the Client as being the associate of the Client, or (ii) if so instructed, deliver the documents representing or evidencing the Securities to the Client or such associate whereupon such Securities shall cease to be in the Securities Account; (i)不時促使證券帳戶內的任何證券以客戶或客戶通知為其代名人的人士的名義註冊，或(ii)如接獲指示，將代表或證明證券的文件送達客戶或有關代名人，而於送達後該等證券不再於證券帳戶內；

(b) transfer any sum specified in instructions of the Client from the Securities Account to such bank account of the Client as the Client may advise and such transfer shall be deemed to be a good discharge of the obligation to make payment to the Client.將客戶指示指明的任何款項自證券帳戶轉移至客戶提出的客戶銀行帳戶，有關轉移可視為妥善解除付款予客戶的責任。

8.5 The obligations of SEAZEN RESOURCES SECURITIES in Clause 8.4 shall be subject to the other provisions of these Terms and in particular Clause 11 and to the right of SEAZEN RESOURCES SECURITIES to require that prior to any withdrawal by the Client, the Client discharges in full all the Liabilities. SEAZEN RESOURCES SECURITIES may, without notice to the Client, discharge any or all the Liabilities out of monies standing to the credit of the Securities Account prior to implementing any registration or transfer pursuant to Clause 8.4 or otherwise may require payment thereof to be made by the Client prior to implementing any registration or transfer pursuant to Clause 8.4. 新城晉峰證券根據第 8.4 條的責任，須受此等條款的其他條文(尤其第 11 條)以及新城晉峰證券可要求在客戶提款前須全面履行所有債務的權利所限制。新城晉峰證券可在毋須向客戶發出通知的情況下，在根據第 8.4 條進行任何註冊或轉讓前，以證券賬戶之進項結餘款項清償任何及全部債務，或在根據第 8.4 條進行註冊或轉讓前，另行要求客戶支付有關款項。

- 8.6 The Client hereby authorizes SEAZEN RESOURCES SECURITIES to act on instructions relating to the Client's Securities, including the exercise of voting and other rights attached to the Securities. SEAZEN RESOURCES SECURITIES may decline to act on any instruction in its absolute discretion without giving any reason thereof or any instruction which is incomplete or ambiguous, or which is not received in sufficient time for SEAZEN RESOURCES SECURITIES to act thereon. 客戶謹此授權新城晉峰證券執行與客戶證券有關的指示，包括行使證券附有的投票權及其他權力。新城晉峰證券可絕對酌情決定拒絕執行任何指示而毋須為此給予任何理由，或該指令為不完整或含糊，或新城晉峰證券並沒有足夠時間緊隨執行該指示。
- 8.7 SEAZEN RESOURCES SECURITIES will pay all dividends, distributions, interest, coupons or benefits relating to the Securities of the Client into the Securities Account. If the Securities in respect of which the dividend, interest, coupons or distribution or other benefit accrues form part of a larger holding of identical Securities held by SEAZEN RESOURCES SECURITIES for clients, then the Client shall be entitled to the share and proportion of such dividend, distribution, interest, coupons or benefit arising on the larger holding as equals the share or proportion of the Client's holding of Securities to the total larger holding of those Securities. 新城晉峰證券將支付有關客戶證券的所有股息、分派、利息、息票及利益並存入證券帳戶。倘應計股息、利息、息票或分派或其他利益的證券形成新城晉峰證券為客戶所持有的相同證券較大部分之一部分，則客戶有權就其所持證券按比例攤分較大部分證券產生的股息、分派、利息、息票或利益，按相等於客戶所持證券佔該等較大部分證券總額的比例攤分。
- 8.8 If any rights issues, take-over offers, capitalization issues, exercises of conversion or redemption or subscription rights, voting rights and other rights arise in relation to the Client's Securities, SEAZEN RESOURCES SECURITIES or its Associate shall use reasonable endeavours to notify the Client of the same and whether and by when any decision and/or payment in relation thereto is required by the Client. Subject to receiving the Client's instructions in time to act thereon (and, where payment is required, to receipt of required cleared funds) SEAZEN RESOURCES SECURITIES or its Associate shall arrange for action to be taken, and SEAZEN RESOURCES SECURITIES or its Associate shall credit the Securities Account with the resulting securities or cash (if any). If any action is required in respect of such Securities and the Client cannot be contacted or fails to give SEAZEN RESOURCES SECURITIES or its Associate punctual or adequate instructions for such action, the Client hereby authorizes SEAZEN RESOURCES SECURITIES or its Associate to act, provided that SEAZEN RESOURCES SECURITIES or its Associate shall be under no obligation to act, on the Client's behalf in such manner as SEAZEN RESOURCES SECURITIES or its Associate shall in SEAZEN RESOURCES SECURITIES's or its Associate's absolute discretion think fit including exercising any rights in respect of Securities of which the Client is the beneficial owner but which are registered in the name of SEAZEN RESOURCES SECURITIES's or its Associate. SEAZEN RESOURCES SECURITIES and its Associate shall not be liable, in the absence of fraud or wilful default, for any action that SEAZEN RESOURCES SECURITIES or its Associate may, or may omit to, take in furtherance of such discretion. 倘有關客戶證券產生任何供股、收購建議、資本化發行、行使轉換權、贖回權或認購權、投票權或其他權利，新城晉峰證券或其聯營公司應盡合理的努力通知客戶有關事宜，以及客戶是否須及何時須就有關事宜作出任何決定及／或付款。待收到適時指示作出有關行動（及（如需付款）收到所需資金確數）後，新城晉峰證券及其聯營公司須安排執行有關行動，新城晉峰證券及其聯營公司須將最後所得的證券或現金（如有）計入證券帳戶。倘須就任何有關證券採取任何行動，惟未能聯絡客戶或未能就有關行動給予新城晉峰證券或其聯營公司準時或充足的指令，客戶謹此授權新城晉峰證券或其聯營公司按新城晉峰證券或其聯營公司在新城晉峰證券或其聯營公司的絕對酌情決定下認為適當的方式代客戶作出有關行動（惟新城晉峰證券將其聯營公司並無責任作出行動），包括就客戶為實益擁有人，但以新城晉峰證券或其聯營公司名義註冊的證券行使任何權利。在沒有欺詐行為或故意失責的情況下，新城晉峰證券及其聯營公司毋須為新城晉峰證券及其聯營公司就此等酌情決定可能或可能遺漏的進一步任何行動負責。
- 8.9 The Client hereby authorizes SEAZEN RESOURCES SECURITIES or its Associate in connection with SEAZEN RESOURCES SECURITIES' or its Associate's custodial services to take all such action as may be required to comply with applicable laws, Rules, regulations and rules of exchanges, including withholding and/or making payment of tax or duties payable in respect of cash or Securities in the Securities Account. The Client acknowledges that neither SEAZEN RESOURCES SECURITIES nor its Associate shall be liable in respect of any call, installment or other payment in relation to the Securities held by SEAZEN RESOURCES SECURITIES or its Associate in the Securities Account. 客戶謹此就新城晉峰證券及其聯營公司的保管服務授權新城晉峰證券或其聯營公司採取一切所需行動以遵守適用法例、規則、交易所條例及規例，包括就證券帳戶內的現金或證券預扣及／或支付應付的稅項或印花稅。客戶確認新城晉峰證券及其聯營公司均毋須就新城晉峰證券或其聯營公司於證券帳戶內持有的證券的任何催交、分期付款或其他款項負責。
- 8.10 SEAZEN RESOURCES SECURITIES or its Associate shall levy charges as determined by SEAZEN RESOURCES SECURITIES or its Associate from time to time for SEAZEN RESOURCES SECURITIES' or its Associate's custody services together with all costs, expenses and disbursements incurred by SEAZEN RESOURCES SECURITIES or its Associate in connection with the custodian service provided hereunder. Such charges, costs, expenses and disbursements may be deducted by SEAZEN RESOURCES SECURITIES from the Securities Account or other accounts maintained by the Client with SEAZEN RESOURCES SECURITIES. 新城晉峰證券及其聯營公司可就新城晉峰證券或其聯營公司的保管服務按新城晉峰證券或其聯營公司不時決定徵收費用，連同新城晉峰證券或其聯營公司就根據本文件提供託管服務而涉及的所有費用、開支及開銷費。新城晉峰證券會自客戶於新城晉峰證券開設的證券帳戶或其他帳戶中扣除此等收費、費用、開支及開銷。
- 8.11 SEAZEN RESOURCES SECURITIES shall provide the Client with statements of the Securities Account on a monthly basis or at such intervals as SEAZEN RESOURCES SECURITIES shall decide in its absolute discretion for compliance with the relevant provisions in the Securities and Futures (Contract Notes, Statements of Account and Receipt) Rules (Cap.571Q of the laws of Hong Kong). The Client agrees that the Client must examine and verify such statements and will inform SEAZEN RESOURCES SECURITIES of any mistake, omission, disagreement or unauthorized transactions within 7 days from the date the said statement was sent. If the Client fails to do so, the Client shall not be entitled to dispute any transaction or entry recorded in such statements and accepts such statements as final and conclusive and the same shall be binding on the Client for all purposes. 新城晉峰證券須遵照《證券及期貨(成交單據、戶口結單及收據)規則》(香港法例第 571Q 章)之相關規定按其絕對酌情決定按月或每隔一段時期向客戶提

供證券帳戶結單。客戶同意其必審閱及核實有關結單，並在該結單寄出的 7 天內，通知新城晉峰證券任何錯誤、遺漏、不同意的事項或未經授權的交易。倘客戶未能就上述事項通知新城晉峰證券，客戶將無權就任何交易或該結單內記載事項提出爭議，並接受該報表為最終及不可推翻，另此對客戶各方面具同等約束力。

8.12 SEAZEN RESOURCES SECURITIES shall issue the Client with contract notes and authorized documents as evidence of execution of sale or purchase of Securities or additional investments in Securities on behalf of the Client for compliance with the relevant provisions in the Securities and Futures (Contract Notes, Statements of Account and Receipt) Rules (Cap.571Q of the laws of Hong Kong). Where several documents relating to a series of transactions are involved, these will normally be held until the series is complete, when they will be forwarded to the Client. 新城晉峰證券須遵照《證券及期貨(成交單據、戶口結單及收據)規則》(香港法例第 571Q 章)之相關規定向客戶發出成交單據及授權文件，以作為代客戶執行證券買賣或證券其他投資的憑證。當涉及連串交易數份文件時，通常會待連串交易完成後才將所有文件轉遞予客戶。

8.13 Any notice to be given by the Client pursuant to Clause 16 of these Terms shall specify the names of the persons to whom SEAZEN RESOURCES SECURITIES shall deliver the Securities or monies in the Securities Account. If notice of termination is given by SEAZEN RESOURCES SECURITIES the Client shall, within 7 days or such longer period as SEAZEN RESOURCES SECURITIES may agree following the giving of such notice, deliver to SEAZEN RESOURCES SECURITIES a written notice specifying the names of the persons to whom SEAZEN RESOURCES SECURITIES shall deliver the Securities or monies in the Securities Account. In either case, SEAZEN RESOURCES SECURITIES shall deliver such Securities and monies to the persons so specified, after deducting there from all Liabilities. If after 7 days or such longer period as SEAZEN RESOURCES SECURITIES may agree following the giving of a notice of termination by SEAZEN RESOURCES SECURITIES, SEAZEN RESOURCES SECURITIES does not receive from the Client any written notice as aforesaid, SEAZEN RESOURCES SECURITIES shall continue to hold such Securities and monies until a written notice as aforesaid is delivered to SEAZEN RESOURCES SECURITIES, but without being subject to the obligations imposed on SEAZEN RESOURCES SECURITIES hereunder and the Client is liable for all costs, expenses, fees and charges as imposed by SEAZEN RESOURCES SECURITIES for such purpose until actual delivery of the Securities and monies to the Client or other person specified by the Client. 客戶按此等條款第 16 條發出的任何通知須指明新城晉峰證券將交付證券帳戶內證券或款項予該等人士的姓名。倘新城晉峰證券發出終止通知，客戶須在發出通知後 7 天內或新城晉峰證券同意的較長期限內向新城晉峰證券提交書面通知指明新城晉峰證券將交付證券帳戶內證券或款項予該等人士的姓名。在任何一個情況下，新城晉峰證券均會從中扣除所有債務後將此等證券或款項交付予所指明人士。倘於新城晉峰證券發出的終止通知 7 天後或新城晉峰證券同意的較長期限後，新城晉峰證券仍未收到客戶提交前述的任何書面通知，新城晉峰證券將繼續持有該等證券及款項直至收到前述的書面通知，但不受本文件訂明新城晉峰證券的責任所限。客戶須負責新城晉峰證券為此徵收的所有費用、開支、收費用及徵費，直至證券及款項實際交付予客戶或客戶指明的其他人士。

#### 9. SEAZEN RESOURCES SECURITIES' use of Securities as collateral 新城晉峰證券以證券作抵押品

9.1 The Securities and Futures (Client Securities) Rules (Cap.571H of the laws of Hong Kong) provide that a licensed corporation shall neither deposit nor lend a Client's securities or securities collateral against loans or advances made to the licensed corporation for any purpose except with the specific written authority of the client concerned. The Client may give consent pursuant to the Securities and Futures (Client Securities) Rules to SEAZEN RESOURCES SECURITIES and, if so, shall do so in a form to be provided to the Client by SEAZEN RESOURCES SECURITIES. This form of consent will comply with the Securities and Futures (Client Securities) Rules (Cap.571H of the laws of Hong Kong) which requires that, in the case of non-professional investors, any such consent shall specify the period for which it is current but shall remain in force for a period specified in such consent and shall, in any event, not exceed twelve months. 除非客戶特定書面授權，否則根據《證券及期貨(客戶證券)規則》(香港法例第 571H 章)規定，持牌法團不得存放或借出客戶證券或其就貸款或墊款對持牌法團所作的證券抵押品作任何用途。客戶可按《證券及期貨(客戶證券)規則》(香港法例第 571H 章)向新城晉峰證券作出同意，倘作出有關同意則客戶須填寫由新城晉峰證券提供的表格。此同意表格須遵從《證券及期貨(客戶證券)規則》(香港法例第 571H 章)，規定非專業投資者作任何此等同意時，須註明其現行及將維持有效的期限，但不論在任何情況下不得超過十二個月。

9.2 Notwithstanding Clause 9.1, SEAZEN RESOURCES SECURITIES is authorized by the Client to deposit the Securities with any relevant Clearing System, SEAZEN RESOURCES SECURITIES' Associate, or other entity pursuant to Clause 8, or for the purpose of enforcing the security created under these Terms or any sale of Securities permitted by these Terms including any sale to realize monies to make any payment due to SEAZEN RESOURCES SECURITIES pursuant to these Terms. 儘管有第 9.1 條的規定，新城晉峰證券獲客戶授權存放證券於任何有關的結算系統、新城晉峰證券聯營公司或按第 8 條所規定的其他實體，或作為執行此等條款下設立的抵押，或此等條款許可的任何證券沽售，包括任何沽售以變現款項支付根據此等條款應付予新城晉峰證券的任何款項。

#### 10. SEAZEN RESOURCES SECURITIES' Material Interests 新城晉峰證券的重大權益

10.1 When effecting any Transaction in Securities for the Client, SEAZEN RESOURCES SECURITIES, its Associate or subsidiaries, may have an interest, relationship or arrangement that is material in relation to the Transaction in Securities or the Securities concerned. The Client agrees that SEAZEN RESOURCES SECURITIES may, notwithstanding any such interest, relationship or arrangement, effect Transactions in Securities for the Client with or through any of its Associates or subsidiaries, and SEAZEN RESOURCES SECURITIES, its Associates or subsidiaries may 當為客戶執行任何證券交易時，新城晉峰證券、其聯營公司或附屬公司或會擁有涉及有關證券交易或有關證券的重大利益、關係或安排。客戶同意新城晉峰證券不論任何該等利益、關係或安排，均可為客戶與或經任何其聯營公司或附屬公司執行證券交易，而新城晉峰證券、其聯營公司或附屬公司可：

(a) be the counterparty as principal for its own account in respect of any Transactions in Securities effected by the Client; 成為對手方就客戶執行的任何證券交易作為其本身帳戶的主事人；

- (b) effect Transactions in Securities in circumstances when it, any of its Associates or subsidiaries has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise; or 當其、任何其聯營公司或附屬公司持有證券或以包銷商、保薦人或其他身分涉及該等證券的情況下執行證券交易；或
- (c) match the Client's orders with those of other clients. 將客戶與其他客戶的買賣盤配對。
- 10.2 In the absence of fraud or wilful misconduct on the part of SEAZEN RESOURCES SECURITIES, SEAZEN RESOURCES SECURITIES shall not be liable to the Client for any claims against SEAZEN RESOURCES SECURITIES or any of its Associates or subsidiaries in relation to any transaction referred to in Clause 10.1 including any claims to the effect that SEAZEN RESOURCES SECURITIES or any of its Associates or subsidiaries account to the Client for any emoluments, commissions, profits or any other benefits whatsoever earned or received by SEAZEN RESOURCES SECURITIES or any of its Associates or subsidiaries in relation to any such transactions. 在沒有欺詐行為或故意的不當行為下，新城晉峰證券毋須為客戶承擔因第 10.1 條所述任何交易而向新城晉峰證券或其聯營公司或附屬公司所作的任何索求，包括新城晉峰證券或其任何聯營公司或附屬公司聯營公司須向客戶負責新城晉峰證券或其任何聯營公司或附屬公司在任何該等交易中所賺取或收到的任何報酬、佣金、溢利或任何其他利益的索求。

## 11. Events of default 違約事件

11.1 Any one of the following events shall constitute an event of default ("Event of Default") 下列任何一事件均構成違約事件(「違約事件」)：

- (a) the Client's failure to pay any deposits or any other sums payable to SEAZEN RESOURCES SECURITIES or its Associates or submit to SEAZEN RESOURCES SECURITIES any documents or deliver any Securities to SEAZEN RESOURCES SECURITIES hereunder, when called upon to do so or on due date; 客戶無法按照新城晉峰證券要求支付或逾期未能向新城晉峰證券或其聯營公司支付任何存款或應付款項、或未能向新城晉峰證券提交任何文件或交付任何證券；
- (b) default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House; 客戶未履行本協議的任何條款，及未遵守任何附例、規則和相關交易所和/或結算所的規則和規例；
- (c) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client; 客戶已被提出破產呈請、清盤呈請，或針對客戶的類似法律程式已開始；
- (d) the death of the Client (being an individual) or the Client is judicially declared insane or incompetent; 客戶身故（指個人客戶）或客戶被法庭裁定為精神失常或無勝任能力；
- (e) the levy or enforcement of any attachment, execution or other process against the Client; 針對客戶的任何扣押、執行或其他法律過程；
- (f) any representations or warranty made by the Client to SEAZEN RESOURCES SECURITIES in this Agreement or in any document being or becoming incorrect or misleading; 客戶在本協議或任何文件中向新城晉峰證券作出的任何陳述或保證不正確或誤導；
- (g) any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and 客戶（指有限公司客戶或合夥公司客戶）簽署本協議所必要的任何同意、授權或董事會決議被部分或全部撤回或暫時中止或終止或不再全面有效；及
- (h) the occurrence of any event which, in the sole opinion of SEAZEN RESOURCES SECURITIES, might jeopardize any of its rights under this Agreement. 新城晉峰證券認為發生了可能危及新城晉峰證券在本協議所擁有權利的任何事件
- 11.2 If an Event of Default occurs, without prejudice to any other rights or remedies that SEAZEN RESOURCES SECURITIES may have against the Client and without further notice to the Client (and to the extent as permitted by applicable law), SEAZEN RESOURCES SECURITIES shall be entitled to: 如果發生違約事件，在無損新城晉峰證券的其他權利或新城晉峰證券向客戶獲得補償的權利，及無需進一步通知客戶的情況下（並在適用法律許可的範圍內），新城晉峰證券有權採取以下行動：
- (a) immediately close the Securities Account; 立即結束證券帳戶；
- (b) terminate all or any part of this Agreement; 終止本協議的全部或任何部分；
- (c) cancel any or all outstanding orders or any other commitments made on behalf of the Client; 取消任何或所有未完成的買賣盤和代表客戶所作的任何其他承諾；
- (d) close any or all contracts between SEAZEN RESOURCES SECURITIES and the Client, cover any short position of the Client through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Client through the sale of Securities on the relevant Exchange(s); 將新城晉峰證券和客戶之間的任何或所有合約平倉，或在相關交易所購買證券以填補客戶的任何空倉，或在相關交易所賣出證券以結清客戶的任何長倉；

- (e) dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to SEAZEN RESOURCES SECURITIES or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by SEAZEN RESOURCES SECURITIES in transferring or selling all or any of the Securities or properties in the Securities Account or in perfecting title thereto; 處置代表客戶持有的任何或所有證券，並用所得收益以及客戶的任何現金存款償還欠新城晉峰證券及其聯營公司的未清餘額，包括新城晉峰證券轉讓或賣出證券帳戶內所有或任何證券或財產，或完整其所有權時所招致的所有成本、費用、法律費用及其他開支，包括印花稅、佣金及經紀佣金；
- (f) borrow or buy any Securities required for delivery in respect of any sale effected for the Client; and 就代客戶進行的任何出售，借入或購買交收所需的任何證券；及
- (g) combine, consolidate and set-off any or all of the Securities Accounts and/or any or all of the other accounts of the Client in accordance with Clause 19. 根據條款第 19 條，合併、整合和抵銷任何或所有的證券帳戶及/或客戶的任何或所有其他帳戶。

All amounts due or owing by the Client to SEAZEN RESOURCES SECURITIES under this Agreement shall become immediately due and payable if an Event of Default occurs. 如果違約事件發生，根據本協議客戶欠新城晉峰證券的所有到期或欠下的款項將立即到期付款並須立刻繳交。

### 11.3 In the event of any sale pursuant to this Clause 若根據本條款出售任何證券：

- (a) SEAZEN RESOURCES SECURITIES shall not be responsible for any loss (whether direct, indirect or consequential) occasioned thereby howsoever arising if SEAZEN RESOURCES SECURITIES has used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price; 如果新城晉峰證券已經作出了適當努力並以當時的市場價格賣出或處置證券或其中任何部分，新城晉峰證券將不承擔因此導致的任何損失（不管是直接、間接或隨之而發生的）；
- (b) SEAZEN RESOURCES SECURITIES shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its discretion without being in any way responsible for any loss (whether direct, indirect or consequential) occasioned thereby howsoever arising and without being accountable for any profit made by SEAZEN RESOURCES SECURITIES and/or any of its Associates; and 新城晉峰證券有權按其酌情權以當時的市場價格，為其本身保留或向其他人賣出或處置客戶擁有的所有證券或其中任何部分。本公司不會以任何方式承擔因此而導致的損失（不管是直接、間接或隨之而發生的），並且沒有義務說明新城晉峰證券和/或其任何其聯營公司由此而獲得的任何利潤；及
- (c) the Client agrees to pay to SEAZEN RESOURCES SECURITIES any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to SEAZEN RESOURCES SECURITIES. 如果賣出證券獲得的淨收益不足以彌補客戶欠新城晉峰證券的款項，客戶同意向新城晉峰證券支付其不足部分。

## 12. Charge 抵押

12.1 The Client hereby charges the Charged Securities as a continuing security for the payment and satisfaction on demand of all the Liabilities. 客戶謹此就已抵押證券作出押記，作為支付及符合一切債務要求的持續擔保。

12.2 If the Client fails to comply with any demand by SEAZEN RESOURCES SECURITIES for payment of any Liabilities, otherwise fails to pay any or all of the Liabilities when due, is in material breach of its obligations under these Terms or is dissolved, then:- 倘客戶未有遵從新城晉峰證券提出支付任何債務的要求、因其他理由未有於到期時支付任何或全部債務、嚴重違反其根據此等條款的責任或遭解散，則：

- (a) the charge in Clause 12.1 shall be immediately enforceable; and 第 12.1 條中的押記須予以即時執行；及
- (b) SEAZEN RESOURCES SECURITIES (or where appropriate SEAZEN RESOURCES SECURITIES' Associate acting upon instructions from SEAZEN RESOURCES SECURITIES) may, without notice to the Client:- 新城晉峰證券(或按新城晉峰證券指示行動的新城晉峰證券之聯營公司(倘適用))可能在毋須通知客戶的情況下：
  - (i) appropriate, transfer or set-off the whole or any part of any monies comprised in the Charged Securities in or towards payment or discharge of any of the Liabilities; and/or 撥付、轉讓或抵銷已抵押證券內全部或任何部分款項或支付或履行任何債務；及/或
  - (ii) sell or dispose of the Charged Securities or any part thereof either together or in parcels or in such other manner and for such consideration (whether payable or deliverable immediately or by installments) as SEAZEN RESOURCES SECURITIES may think fit. 一併或分份或以其他方式按新城晉峰證券認為適合的代價(即時或分期支付或交付)沽售或出售已抵押證券或已抵押證券的任何部分。

12.3 SEAZEN RESOURCES SECURITIES and its Associate shall not be in any way responsible for any loss (whether direct, indirect or consequential) occasioned by any action taken pursuant to Clause 11.2, howsoever such loss may have been caused or arisen, and whether or not a better price could or might have been obtained on such action, by either deferring or advancing the date of taking such action. 新城晉峰證券及新城晉峰證券的聯營公司毋須就根據第 11.2 條所採取的行動而產生的任何損失（不管是直接、間接或隨之而發生的）負上任何責任，不論該等虧損如

何引致或產生，亦不論推遲或提早採取該行動日期是否可以或可能取得更佳的价格

- 12.4 Without prejudice to the generality of Clause 11.2, SEAZEN RESOURCES SECURITIES (or, where appropriate, SEAZEN RESOURCES SECURITIES' Associate) shall be entitled to appropriate to SEAZEN RESOURCES SECURITIES or sell or dispose of the Charged Securities or any part thereof at the current market price thereof to any subsidiary or associated company of SEAZEN RESOURCES SECURITIES without being:- 在不影響第 11.2 條的一般性的原則下，新城晉峰證券(或新城晉峰證券之聯營公司(倘適用))有權向新城晉峰證券撥付或以已抵押證券的市場價向新城晉峰證券的任何附屬公司或有聯繫公司沽售或出售已抵押證券或已抵押證券的任何部分，而毋須：
- (a) in any way responsible for any loss (whether direct, indirect or consequential) occasioned thereby howsoever arising; and 就任何形式產生的任何損失（不管是直接、間接或隨之而發生的）負上任何責任；及
- (b) accountable for any profit made by SEAZEN RESOURCES SECURITIES (or, where appropriate, SEAZEN RESOURCES SECURITIES' Associate as its agent) and/or any subsidiary or associated company of SEAZEN RESOURCES SECURITIES; and the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Securities to the exclusion of the Client and in extinguishment of its interests therein, unless SEAZEN RESOURCES SECURITIES shall otherwise notify the Client (whether before or after the relevant appropriation or foreclosure has been effected ), in which latter event any such appropriation or foreclosure shall be treated as a sale of the Charged Securities at a fair market value and the Liabilities shall be reduced by an equivalent amount. 就新城晉峰證券(或作為新城晉峰證券之聯營公司之代理(倘適用))及／或新城晉峰證券的任何附屬公司或有聯繫公司所得的任何溢利負責；且不應被視為已抵押證券不包括客戶及終絕其於已抵押證券的利息的全部撥付或止贖，除非新城晉峰證券另行通知客戶(不論有關撥付或止贖生效前或後)，而任何該撥付或止贖須被視為按公平市值出售已抵押證券，而債務則須按同等金額減少。
- 12.5 If there is any deficiency arising after the sale or disposal of Charged Securities, the Client hereby undertakes to make good and pay on demand to SEAZEN RESOURCES SECURITIES such deficiency. 倘於沽售或出售已抵押證券後產生任何虧絀，則客戶謹此承諾應新城晉峰證券要求就該虧絀作出補償及支付款項。
- 12.6 The amounts realized by the exercise or enforcement of the charge created pursuant to Clause 12.1 shall be applied against the Liabilities in such order of priority as SEAZEN RESOURCES SECURITIES may in its absolute discretion determine. 行使或執行根據第 12.1 條設定的押記的變現金額須按照新城晉峰證券以其全權酌情釐定的優先次序支付債務。
- 12.7 The charge created pursuant to Clause 12.1 shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of the Liabilities. Without prejudice to the foregoing, the charge created pursuant to Clause 12.1 shall subsist and continue to have full force and effect after the termination of these Terms until the Client has fully discharged all Liabilities. 根據第 12.1 條設定的押記須為一項持續擔保，而不管帳戶的中期付款或結清或已履行全部或部分債務。在不影響上述的原則下，根據第 12.1 條設定之押記於終止此等條款後仍維持及持續其有效性及作用，直至客戶全面履行所有債務為止。
- 12.8 The charge created by Clause 12.1 shall be in addition to and shall not affect or be affected by any other encumbrance, guarantee or indemnity which SEAZEN RESOURCES SECURITIES may now or in the future hold or take in respect of the Liabilities and may be enforced by SEAZEN RESOURCES SECURITIES without prior recourse to any such other encumbrance guarantee or indemnity. 根據第 12.1 條設定的押記須附加於新城晉峰證券現時或將來就債務而持有或作出的任何其他產權負擔、擔保或彌償，且不對該等產權負擔、擔保或彌償構成影響其或受其影響，而新城晉峰證券可執行任何該等產權負擔、擔保或彌償而毋須追索過往。
- 12.9 Any monies realized pursuant to the charge created pursuant to Clause 12.1 may be placed and kept to the credit of a suspense account for so long as SEAZEN RESOURCES SECURITIES or its Associate may in its absolute discretion determine without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the Liabilities. 根據第 12.1 條設立的押記已變現的任何款項，可按照新城晉峰證券或其代名人全權酌情決定的時間存放及保存於暫記帳的進項，而毋須在此期間應用上述款項或款項的任何部分以履行債務。
- 12.10 The charge created pursuant to Clause 12.1 shall not be discharged by any amendment or variation to these Terms or by the dissolution or insolvency of the Client. Where the Client is a firm and there is a dissolution, the charge shall apply to all indebtedness incurred in the firm's name until receipt of actual notice of dissolution and, if the dissolution is by reason only of the introduction of one or more partners, the charge shall continue and, in addition to the debts and liabilities of the firm then dissolved, the charge shall apply to the firm constituted with new partners as if there had been no change in the firm. 根據第 12.1 條設定的押記不得因修訂或更改此等條款，或因客戶解散或無力償債而解除。倘客戶為一家商號且遭解散，該押記須用作償付以商號名義產生的一切債項，直至收到解散的實際通知為止。倘解散僅因引入一名或以上合夥人所導致，則該押記將會繼續，除當時已解散商號的負債及債務，該押記須應用於由新合夥人組成的商號，猶如該商號並無出現變動。
- 12.11 The Client covenants with SEAZEN RESOURCES SECURITIES that it will not create or permit to subsist any encumbrance (other than any encumbrance arising by operation of law) over or dispose of any Charged Securities or the Securities Account, other than as provided for in these Terms. 客戶對新城晉峰證券之契諾，除此等條款規定者外，其不會設定或允許存續已抵押證券或證券帳戶的任何產權負擔（因法例而產生的任何產權負擔除外），或出售任何已抵押證券或證券帳戶。

### 13. Client's Representations and Warranties 客戶聲明及保證

- 13.1 The Client represents and warrants for so long the Client maintains the Securities Account with SEAZEN RESOURCES SECURITIES and on the giving of



each instruction to SEAZEN RESOURCES SECURITIES in relation to a Transaction in Securities that: 客戶聲明及保證，倘客戶維持於新城晉峰證券的證券帳戶，就證券交易向新城晉峰證券發出指示時：

- (a) the Client will be the ultimate originator of all Transactions in Securities and is dealing on its own account as beneficial owner of the relevant Securities and the Securities Account and that no one other than the Client has any interest in the Securities in or held for the Securities Account save that where the Securities Account is opened by the Client acting as an agent, and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent that it is the beneficial owner and shall in lieu represent and warrant that the beneficial owner is as advised in the Account Opening Form; 客戶將為所有證券交易的最終發出人，並作為有關證券及證券帳戶的實益擁有人以其本身帳戶進行交易，除客戶之外，其他任何人概無對該等證券或證券帳戶擁有任何權益，除非證券帳戶乃由客戶作為代理人開立，並在開戶表格中予以披露，客戶將毋須保證或聲明其為實益擁有人，而實益擁有人須如開戶表格中填寫以代替聲明及保證；
- (b) the information provided in the Account Opening Form is true and correct; 開戶表格中提供的資料均屬真實準確；
- (c) the Client has or will have good and unencumbered title as beneficial owner to all Securities which the Client instructs SEAZEN RESOURCES SECURITIES to sell or otherwise dispose of for the Securities Account in accordance with these Terms save that where the Securities Account is opened by the Client acting as an agent and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent it is the beneficial owner, but instead that the beneficial owner is as advised in the Account Opening Form; 客戶就客戶指示新城晉峰證券沽售或根據此等條款就證券帳戶以其他方式出售的所有證券作為實益擁有人，擁有或將會擁有妥善及無產權負擔的所有權，除非證券帳戶乃由客戶作為代理人開立，並在開戶表格中予以披露，客戶將不得保證或聲明其為實益擁有人，而實益擁有人乃如開戶表格中填寫；
- (d) all necessary consents or authorizations which may be required for the signing of these Terms and for the carrying out of any Transaction in Securities on any Market have been obtained and are in full force and effect; 已取得簽署此等條款及於任何市場上進行任何證券交易所需的一切必須同意或授權，並具有十足效力及生效；
- (e) the Client has the authority and power and legal capacity to open the Securities Account and to perform its obligations under these Terms and these Terms constitute valid and legally binding obligations of the Client; and 客戶具有開立證券帳戶及根據此等條款履行其責任的授權、權力及法定資格，此等條款對客戶構成有效及具有法律約束力的責任；及
- (f) the Client is not a U.S. Person and will not acquire or hold Securities beneficially owned by or for a U.S. person or in violation of any applicable law. 客戶並非美國人士，且不會收購或持有任何由或就美國人士實益擁有的證券，或違反任何適用法例。

13.2 The Client represents and warrants that the information provided in any completed Client Information Statement is complete and accurate and that SEAZEN RESOURCES SECURITIES may rely on information provided in the Client Information Statement until SEAZEN RESOURCES SECURITIES has received written notice from the Client of any changes therein. The Client shall promptly notify SEAZEN RESOURCES SECURITIES in writing of any material changes in the information provided pursuant to these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account. 客戶聲明及保證於任何填妥客戶開戶文件中填寫的資料均屬完整且準確，新城晉峰證券可倚賴客戶開戶文件中所填寫的資料，直至新城晉峰證券收到客戶關於對該等資料作出變更的書面通知。客戶應立即以書面通知新城晉峰證券有關根據此等條款提供的資料或根據此等條款或就證券帳戶訂立的任何協議的任何重大變更。

13.3 The Client undertakes to SEAZEN RESOURCES SECURITIES to do or execute any act, deed, document or thing which SEAZEN RESOURCES SECURITIES requires the Client to do being in the reasonable opinion of SEAZEN RESOURCES SECURITIES necessary or desirable in connection with the implementation and enforcement of these Terms including the execution by the Client of an irrevocable power of attorney appointing SEAZEN RESOURCES SECURITIES the lawful attorney of the Client to do and execute all such acts, deeds, documents or things on behalf of the Client as SEAZEN RESOURCES SECURITIES considers necessary or desirable in connection with such implementation and enforcement. The Client agrees to ratify or confirm all such acts, deeds, documents or things by SEAZEN RESOURCES SECURITIES. 客戶對新城晉峰證券承諾，作出或簽立任何新城晉峰證券合理認為實施及執行此等條款所必須或適宜而要求客戶作出的任何行動、契據、文件或事項，包括客戶簽立不可撤銷的授權書，委任新城晉峰證券出任客戶的合法代理人，代表客戶作出及簽立所有新城晉峰證券認為有關實施或執行此等條款所必要的行動、契據、文件或事項。客戶同意追認或確認新城晉峰證券作出的所有有關行動、契據、文件或事項。

13.4 The Client agrees to do such acts and things and to execute such documents as are necessary or are in the reasonable opinion of SEAZEN RESOURCES SECURITIES desirable to ratify or confirm anything done by SEAZEN RESOURCES SECURITIES, its Associate or subsidiary or any other entity instructed by any of them in the proper exercise of any right or power conferred by these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account. 客戶同意作出新城晉峰證券合理認為必須的行為及事項並簽立有關文件以追認或確認新城晉峰證券、其聯營公司、附屬公司或任何彼等指示的任何其他實體適當行使任何此等條款或任何根據此等條款或就證券帳戶訂立的任何協議所授予的任何權利或權力。

13.5 Where the Client effects Transactions in Securities for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching Transactions in Securities as principal with its clients, the Client hereby agrees that where SEAZEN RESOURCES SECURITIES has received an enquiry from the Hong Kong Regulators, the following provisions shall apply: 若客戶為其客戶的帳戶執行交易，不論以全權或非全權基準，以及不論作為代理人或作為主事人與客戶的任何客戶進行證券交易對盤，客戶謹此同意，若新城晉峰證券接獲香港

監管機構就交易作出查詢時，以下條文將適用：

- (a) subject as provided below, the Client shall, immediately upon request by SEAZEN RESOURCES SECURITIES (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators directly of the identity, address, occupation and contact details of the client for whose account the Transaction in Securities was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transaction in Securities, including (in the case of a back to back principal to principal Transaction in Securities) the counterparty with whom the Client is transacting; the Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the Transaction in Securities; 根據下文所規定，客戶須按新城晉峰證券的要求（該要求須包括香港監管機構的有關聯絡詳情），即時知會香港監管機構執行證券交易帳戶的客戶及（據客戶所知）在證券交易中擁有最終實益權益的人士的身份證明、地址、職業及聯絡資料，該等人士包括客戶交易的對手（就背對背形式主事人對主事人的交易而言）。客戶亦須知會香港監管機構任何提出證券交易的第三方（若非該客戶／最終受益人）的身份、地址、職業及聯絡資料；
- (b) if the Client effected the Transaction in Securities for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by SEAZEN RESOURCES SECURITIES (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the Transaction in Securities; 若客戶就集體投資計劃、全權委託帳戶或全權信託執行證券交易，客戶須按新城晉峰證券的要求（該要求須包括香港監管機構的有關聯絡詳情），即時知會香港監管機構該計劃、帳戶或信託的身份證明、地址、聯絡資料及（如適用）代表該計劃、帳戶或信託指示客戶執行證券交易的人士的身份證明、地址、職業及聯絡資料；及
- (c) if the Client effected the Transaction in Securities for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform SEAZEN RESOURCES SECURITIES when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden; in the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by SEAZEN RESOURCES SECURITIES (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in respect of the Transaction in Securities; 若客戶就集體投資計劃、全權委託帳戶或全權信託執行證券交易，客戶須在切實可行範圍內盡快知會新城晉峰證券其代表該計劃、帳戶或信託作出投資的酌情權被推翻。倘客戶的投資酌情權被推翻，客戶須按新城晉峰證券的要求（該要求須包括香港監管機構的有關聯絡詳情），即時知會香港監管機構作出該證券交易指示的人士的身份證明、地址、職業及聯絡資料；
- (d) if the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying clients for whom the Transaction in Securities was effected, the Client confirms that:- 若客戶知悉其客戶為其有關客戶充當中介人，而客戶並不知悉執行該證券交易的有關客戶的身份證明、地址、職業及聯絡資料，客戶確認：
- (i) it has arrangements in place with its client which entitle the Client to obtain the information set out in paragraphs (b) and (c) from its client immediately upon request or procure that it be so obtained; and 客戶與其客戶設有安排，就此授權客戶，在要求下即時向其客戶索取載於(b)及(c)段所述的資料或促使取得該等資料；及
- (ii) it will, on request from SEAZEN RESOURCES SECURITIES in relation to a Transaction in Securities, promptly request the information set out in paragraphs (b) and (c) from the client on whose instructions the Transaction in Securities was effected, and provide the information to the Hong Kong Regulators as soon as received from its clients or procure that it be so provided; 客戶將按新城晉峰證券就證券交易的要求，盡速向執行該證券交易指示的客戶索取載於(b)及(c)段所述的資料，並從其客戶取得該等資料後盡快提供予香港監管機構或促使提供該等資料；
- (e) the Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account Transactions in Securities may be effected and (where appropriate) complied with the requirements of the Personal Data (Privacy) Ordinance (Cap.486 of the laws of Hong Kong) such that it is able to release information to the Hong Kong Regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transaction in Securities, and (if different from the client/ultimate beneficiary) of the person(s) who originated the Transaction in Securities, provided always that the parties hereto agree that the provisions of this Clause 13.5 shall continue in effect notwithstanding the termination of these Terms. 客戶確認，（如必要）其已從持有執行證券交易的帳戶的客戶、集體投資計劃、全權委託帳戶或全權信託取得一切有關同意或豁免，並（如適用）遵守《個人資料（私隱）條例》（香港法例第 486 章）的規定，故可將該等客戶、集體投資計劃、全權委託帳戶或全權信託及於該等證券交易擁有最終實益權益人士及提出證券交易的人士（如不是客戶／最終受益人）的身份及聯絡方法傳送給香港監管機構。惟以協議各方始終同意，本條第 13.5 條的規定即使此等條款終止仍繼續有效為前提。

13.6 The Client acknowledges that decision regarding Transactions in Securities will be made by the Client at its discretion and risk and without reliance on any advice from SEAZEN RESOURCES SECURITIES. SEAZEN RESOURCES SECURITIES shall not owe the Client any duty to advise on the merits or suitability of any Transactions in Securities. 客戶承認所有證券交易全由客戶決定及承擔風險，並沒有依賴新城晉峰證券的意見。新城晉峰證券並無責任向客戶提供各證券交易的利好性或適合性的意見。

#### 14. Amendments 修訂

SEAZEN RESOURCES SECURITIES shall notify the Client promptly in writing of any material changes in the information provided under these Terms or any agreement entered into pursuant to the Terms or relating to the Securities Account. SEAZEN RESOURCES SECURITIES may at its discretion amend, delete or substitute any of the terms herein or add new terms to these Terms by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition 7 days prior to such change taking effect (unless any such change is not within SEAZEN RESOURCES SECURITIES' control) and such change shall (save as aforesaid) be deemed incorporated herein (and shall form part of these Terms) unless objected to in writing by the Client within 7 days from the date of such notice. 新城晉峰證券須盡快以書面通知客戶有關根據此等條款提供的資料或根據此等條款或就證券帳戶訂立的任何協議的任何重大變更。新城晉峰證券可酌情修訂、刪除或取替本文件內的任何條款或在本此等條款中加入新條款（透過於有關變動生效 7 天前向客戶發出書面通知有關修訂、刪除、取替或加入），除非有關變動並非在新城晉峰證券控制之內。除非新城晉峰證券於發出有關通知後 7 天內收到客戶的反對通知書，否則有關變更(上文所述除外)須視為於本文件中包含(並為此等條款的一部分)。

#### 15. Assignment 轉讓

The Client may not assign or transfer its rights and obligations under these Terms. SEAZEN RESOURCES SECURITIES may assign or transfer any of its rights and obligations under these Terms without the prior consent of the Client. 客戶不得出讓或轉讓其於此等條款項下的權利及責任。新城晉峰證券可出讓或轉讓其於此等條款項下的任何權利及責任，而毋須客戶的事先同意。

#### 16. Severability 可分割性

Any provision in these Terms which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions hereof or the legality, validity or enforceability of such provision in any other jurisdiction. 此等條款中的任何條文倘因任何理由而於任何司法管轄權區為不合法、無效或不能執行，所失效的條文將僅限於屬不合法、無效或不能執行的條文，而將不會影響此等條款中其他規定的合法性、有效性或可執行性，或在任何其他司法管轄區的合法性、有效性或可執行性。

#### 17. Liability and Indemnity 法律責任及彌償

17.1 The Client agrees that SEAZEN RESOURCES SECURITIES shall not be liable for any loss (whether direct, indirect or consequential) or liability which the Client may incur (including losses and liabilities resulting from Transactions in Securities executed by any brokers and dealers) unless due to fraud, gross negligence or willful default on the part of SEAZEN RESOURCES SECURITIES or a broker or dealer which is an affiliate of SEAZEN RESOURCES SECURITIES. 客戶同意，新城晉峰證券毋須對任何客戶可能涉及的任何損失（不管是直接、間接或隨之而發生的）或責任（包括因任何經紀或交易商執行證券交易導致的損失和責任）負上責任，除非由於新城晉峰證券或新城晉峰證券的聯屬公司欺詐、嚴重疏忽或故意失責所致。

17.2 The Client shall indemnify SEAZEN RESOURCES SECURITIES from and against any and all liabilities, obligations, losses (whether direct, indirect or consequential), damages, penalties, actions, judgments, suits, costs, legal expenses and other expenses or disbursements of any kind or nature whatsoever (other than those resulting from fraud, gross negligence or willful default on the part of SEAZEN RESOURCES SECURITIES) which may be imposed on, incurred by or asserted against SEAZEN RESOURCES SECURITIES (or any of its directors, officers, delegates, agents, employees, associates, correspondents or representatives {the " Relevant Persons"}) in performing its services under these Terms or resulting from the default or breach by the Client of any provision of, or any of the Client's obligations under, these Terms, save where the same were caused by SEAZEN RESOURCES SECURITIES or the relevant person's own fraud, gross negligence or willful default. 客戶須就新城晉峰證券根據此等條款履行其服務時或客戶此等條款的任何條文或客戶根據此等條款的任何責任而導致施加於、涉及或向新城晉峰證券或其任何董事、高級人員、獲授權人、代理、僱員、代名人、通信人或代表「有關人士」提出的任何及一切債務、責任、損失（不管是直接、間接或隨之而發生的）、損害、罰款、起訴、裁決、訴訟、費用、法律開支及其他開支或任何類別或性質的開銷（因新城晉峰證券欺詐、嚴重疏忽或故意失責所致者除外）向新城晉峰證券作出彌償，惟因新城晉峰證券或有關人士本身的欺詐、嚴重疏忽或故意失責除外。

17.3 The Client shall further indemnify SEAZEN RESOURCES SECURITIES against any claim which may be made against SEAZEN RESOURCES SECURITIES by a purchaser or any other person by reason of any defect in the title of the Client to the Securities. 客戶須進一步就買方或任何其他人士由於客戶對證券所有權任何不妥而對新城晉峰證券作出之任何申索而對新城晉峰證券作出彌償。

#### 18. Combination and Set Off 合併及抵銷

18.1 SEAZEN RESOURCES SECURITIES may, at any time and without notice to the Client, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Client's accounts with SEAZEN RESOURCES SECURITIES (including the Securities Account) at any of its branch offices or with any subsidiaries or associated companies and set-off or transfer any Securities, receivables held in or for the account of, or monies standing to the credit of, any one or more of such accounts in or towards satisfaction of any of the Liabilities. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by SEAZEN RESOURCES SECURITIES to be applicable. 新城晉峰證券可於任何時間，毋須通知客戶，即使任何帳戶結算或不論其他任何事情，合併或綜合客戶於新城晉峰證券任何分行辦事處或任何附屬公司或有聯繫公司開設的所有或任何帳戶（包括證券帳戶），以及抵銷或轉讓於一個或以上該等帳戶持有之任何證券、應收款項或任何進項的款項，以履行任何債務。倘任何有關

抵銷、綜合、合併或轉撥須將一種貨幣轉換為另一種貨幣，則須按由新城晉峰證券確切認為適用的匯率進行。

- 18.2 For the purpose of exercising the right of set-off or of discharging any Liabilities, SEAZEN RESOURCES SECURITIES may sell or dispose of any of the Securities, receivables or monies from time to time held in or for the account of the Securities Account or any other account with SEAZEN RESOURCES SECURITIES. SEAZEN RESOURCES SECURITIES shall be under no duty to the Client as to the price obtained in respect of any such sale or disposal. 為行使抵銷或清償任何債務的權利，新城晉峰證券可沽售或出售不時於新城晉峰證券的證券帳戶或任何其他帳戶持有之任何證券、應收款項或款項。關於任何該等沽售或出售獲取的價格，新城晉峰證券對客戶並不承擔責任。

## 19. Joint and Several Liability/Successors 聯名及個別責任／繼承人

- 19.1 If these Terms are signed by more than one person or are signed by one person for itself and on behalf of others (whether a partnership or otherwise): 倘若此等條款由一人以上簽署或由一人本身或代表其他人（合夥商號或其他情況）簽署，則：

- (a) the expression "Client" shall include each such person (a "Joint Client") and the liability of Joint Clients under these Terms shall be joint and several; 「客戶」須包括各該等人士（「聯名客戶」），而聯名客戶根據此等條款的責任須共同及個別承擔；
- (b) any instruction in relation to the Securities Account given or purported to be given by any one or more of the Joint Clients shall be treated as a valid instruction by all Joint Clients; 由一名或以上聯名客戶發出或聲稱由一名或以上聯名客戶發出的證券帳戶的任何指示須被視為所有聯名客戶共同發出的有效指示；
- (c) any demand for payment on any one or more of the Joint Clients shall be treated as a valid demand on all Joint Clients; 對一名或以上聯名客戶付款的索求須被視為對所有聯名客戶的有效索求；
- (d) SEAZEN RESOURCES SECURITIES may release or discharge any one or more of the Joint Clients from liability under these Terms or compound with, accept compositions from, or make any other arrangement with, any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Client; 新城晉峰證券可解除或清償任何一名或以上聯名客戶根據此等條款的負債或合併或接受合併或與任何該等人士訂立任何其他安排，而不會引致解除或清償或另行影響其權利及對任何其他聯名客戶作出彌償；
- (e) these Terms shall not be affected by the death, incapacity or dissolution of any Joint Client; 此等條款不受任何聯名客戶身故、殘疾或解散的影響；
- (f) termination of these Terms pursuant to Clause [16] by any one or more of the Joint Clients or his or their personal representatives shall not affect the continuing liability of the other Joint Clients (and Clause [15] shall be construed accordingly). 此等條款根據條款第[16]條由任何一名或以上聯名客戶或彼等的遺產代理人終止此等條款，將不影響其他聯名客戶的持續責任（第[15]條須作相應解釋）

- 19.2 These Terms shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assignees, as the case may be. 此等條款須對客戶的承任人、遺囑執行人、管理人、遺產代理人、繼承人及承讓人（視情況而定）有約束力。

## 20. Notice and Communication 通知及通訊

- 20.1 In the event of SEAZEN RESOURCES SECURITIES being required to give any reports, written confirmations, notice to, or make any demand or request of the Client or otherwise being obliged to contact the Client in connection with this Agreement notice (including any demand for any outstanding indebtedness, Margin or Collateral) may be personally delivered, transmitted by post, telex or facsimile or by telephone or through Electronic Media in each case to the address or telex, facsimile, telephone numbers or email address set out in the Client Information Form or otherwise as notified to SEAZEN RESOURCES SECURITIES in writing from time to time. 如果新城晉峰證券需要向客戶發出或提出任何報告、確認書、通知、任何要求或請求，或因其他原因就本協議需與客戶聯絡，通知(包括支付任何欠款、保證金或有關抵押品的要求)可由專人交付，或通過郵寄、電傳、傳真、電子媒介或電話發出，在每種情況下均發往開戶表所述的或不時書面通知新城晉峰證券的地址或電傳、傳真、電郵地址或電話號碼。

- 20.2 Notices to be delivered by the Client to SEAZEN RESOURCES SECURITIES may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified by SEAZEN RESOURCES SECURITIES from time to time. 客戶交付給新城晉峰證券的通知可由專人交付，通過郵寄、電傳、傳真或通過電話發出，在每種情況下均發往本協議所述的或新城晉峰證券不時通知的地址或電傳、傳真或電話號碼。

- 20.3 All notices and other communications shall be deemed to be given at the time of transmission if delivered personally, by telex, facsimile or telephone or through Electronic Media or two days after the date of posting if transmitted by mail whichever shall be the first to occur; provided that any notice or other communication to be given to SEAZEN RESOURCES SECURITIES shall be effective only when received by SEAZEN RESOURCES SECURITIES. 一切通知和其他通知，如以專人、通過電傳、傳真或電話或透過電子媒介交付，須在傳送時視為作出，或如通過郵遞方式傳送，投郵日期後兩天須視為作出（以先發生者為準）；唯發給新城晉峰證券的任何通知或其他通訊只有在新城晉峰證券收到時才生效。

## 21. Complaints 投訴

- 21.1 Any complaint about the performance of SEAZEN RESOURCES SECURITIES under these Terms shall be made in writing and addressed to the Complaints Officer c/o SEAZEN RESOURCES SECURITIES, who will investigate the complaint. The Client agrees to provide the Complaints Officer with all such information as the Complaints Officer may reasonably request to enable the Complaints Officer to investigate the complaint. 任何關於新城晉峰證券根據此等條款表現的投訴須以書面形式寄往投訴主任轉交新城晉峰證券，而投訴主任對投訴進行調查。客戶同意提供按投訴主任合理要求向投訴主任提供所有有關資料以便對投訴進行調查。

## 22. Termination 終止

- 22.1 Either party may terminate these Terms at any time by 7 Business Days' notice in writing. This shall not affect any obligations which have arisen under these Terms on or prior to the date of termination. 此等條款可通過任何一方隨時向另一方發出不少於七個營業日的書面通知後予以終止。這將不會影響於終止日期或之前，根據此等條款所產生的任何責任。
- 22.2 Upon termination of these Terms under Clause 22.1, all amounts due or owing by the Client to SEAZEN RESOURCES SECURITIES under these Terms shall become immediately due and payable. SEAZEN RESOURCES SECURITIES shall cease to have any obligation to effect any Transaction in Securities on behalf of the Client in accordance with the provisions of these Terms, notwithstanding any instructions from the Client to the contrary. 根據條款第 22.1 條終止此等條款後，根據此等條款客戶應付或尚欠新城晉峰證券的所有款項應立即償還及支付。新城晉峰證券將再無責任根據此等條款為客戶執行證券交易，即使收到客戶的任何買賣盤指示。
- 22.3 As soon as practicable after termination of these Terms, SEAZEN RESOURCES SECURITIES shall sell, realize, redeem, liquidate or otherwise dispose of all or part of the Client's Securities for such consideration and in such manner as SEAZEN RESOURCES SECURITIES shall in its absolute discretion consider necessary to satisfy first, all costs, charges, fees and expenses (including legal expenses) incurred by SEAZEN RESOURCES SECURITIES in such sale, realization, redemption, dissolution or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to SEAZEN RESOURCES SECURITIES and outstanding (whether actual or contingent, present or future or otherwise) under these Terms and second, all other Liabilities, at the Client's sole risk and cost and without incurring any liability on the part of SEAZEN RESOURCES SECURITIES for any loss or damage incurred by the Client. 於此等條款終止後，新城晉峰證券須在切實可行範圍內盡快以新城晉峰證券全權酌情認為必須的代價及方式出售、變現、贖回、清算或另行處置所有或部分客戶證券，首先作為支付新城晉峰證券就有關出售、變現、贖回、清算或另行處置而涉及的一切成本、收費、費用及開支（包括法律開支），以及根據此等條款應付或欠負新城晉峰證券的所有其他金額及款項及應計新城晉峰證券而並未清償的其他債務（不論屬實際或或然，現在或未來或其他形式），其次則作為支付所有其他債務，由客戶承擔全部風險和費用，新城晉峰證券亦毋須就客戶的任何損失或損害而承擔任何部分責任。
- 22.4 Any cash proceeds remaining after satisfaction of all sums specified in Clause 22.3 shall be credited to the Securities Account, and be returned to the Client as soon as practicable. All Securities not realized or disposed of together with any relevant documents of title in SEAZEN RESOURCES SECURITIES's possession shall be delivered to the Client at the Client's sole risk and expense. SEAZEN RESOURCES SECURITIES shall have no liability for any loss or damage incurred by the Client arising from such delivery. 償付第 22.3 條規定所有款項後，任何剩餘的現金款項須轉入證券帳戶，並在切實可行範圍內盡快歸還予客戶。新城晉峰證券擁有的所有未變現或未出售證券連同任何有關所有權文件須交付予客戶，並由客戶承擔全部風險和費用。新城晉峰證券對任何因該交付引致的任何損失或損害毋須承擔任何責任。
- 22.5 If there is a debit balance on the Securities Account after application of the sale proceeds pursuant to Clause 22.3, the Client shall immediately pay to SEAZEN RESOURCES SECURITIES an amount equal to such debit balance together with SEAZEN RESOURCES SECURITIES's cost of funding such amount and interest at a rate to be determined by SEAZEN RESOURCES SECURITIES from time to time up to the date of actual receipt of full payment by SEAZEN RESOURCES SECURITIES (after as well as before any judgment). 倘若根據第 22.3 條應用銷售所得款項後，證券帳戶尚有債項餘額，客戶須立即向新城晉峰證券支付相等於該債項餘額的款項連同新城晉峰證券的籌集該款項的成本及按新城晉峰證券不時決定的利息，直至新城晉峰證券實際收到全數款項為止（任何判決前後）。

## 23. Confirmation 確認

The Client confirms that it has read these Terms and that the contents of these Terms have been fully explained to the Client in a language which the Client understands, and that the Client accepts these Terms. The Client acknowledges that, in the event of any discrepancy between the English and Chinese text of these Terms, the English version shall prevail. 客戶確認，其已閱畢此等條款，並以客戶理解的語言全面解釋此等條款的內容，而客戶亦接納此等條款。客戶確認，倘此等條款的中英文版本出現歧義，則須以英文版本為準。

## 24. Disputes and Governing Law 爭議及管轄法律

- 24.1 This Agreement and its enforcement shall be governed by the laws of Hong Kong and its provisions shall be continuous, shall cover individually and collectively all Securities Accounts which the Client may open or re-open with SEAZEN RESOURCES SECURITIES, and shall inure to the benefit of, and bind SEAZEN RESOURCES SECURITIES, SEAZEN RESOURCES SECURITIES' successors and assigns, whether by merger, consolidation or otherwise as well as heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client. 本協議及其執行應受香港法律的管限，其條文應持續有效，應個別和共同地涵蓋客戶可能在新城晉峰證券開立或重新開立的所有有關帳戶，並應對新城晉峰證券、新城晉

峰證券的繼任人和受讓人（不論是否通過兼併、合併或其他方式）以及客戶的繼承人、遺囑執行人、遺產管理人、受遺贈人、繼任人、遺產代理人 and 受讓人的利益發生效力，且對他們有約束力。

24.2 Any dispute arising under or in connection with this Agreement is to be settled by arbitration or by court proceedings in SEAZEN RESOURCES SECURITIES' absolute discretion which shall be binding absolutely on the Client. 本協議產生的或與本協議有關的任何爭議，應由新城晉峰證券具有絕對酌情決定通過仲裁或法律程序解決，該等仲裁或法律程序絕對地對客戶有約束力。

24.3 Any dispute which, in SEAZEN RESOURCES SECURITIES' discretion, is referred to arbitration shall be settled at the Hong Kong International Arbitration Centre conducted in Hong Kong according to the securities arbitration rules of the Hong Kong International Arbitration Centre. The Client hereby expressly agrees to accept the finding of any such arbitration as absolute and final. 按新城晉峰證券酌情決定提交仲裁的任何爭議應交由香港國際仲裁中心按其證券仲裁規則在香港進行仲裁。客戶特此明示同意承認任何該等仲裁的裁決為絕對和最終的裁決。

24.4 By execution and delivery of this Agreement the Client hereby irrevocably submits to and accepts unconditionally the non-exclusive jurisdiction of the courts of Hong Kong. In the event of any legal proceedings being brought in the courts of Hong Kong this Agreement shall in all respects be governed by and construed in accordance with the laws of Hong Kong PROVIDED ALWAYS THAT SEAZEN RESOURCES SECURITIES shall have the right to proceed against the Client in any other court which has jurisdiction over the Client or any of the Client's assets and the Client hereby submits to the non-exclusive jurisdiction of such courts. 通過簽立和交付本協議，客戶特此不可撤銷地服從並無條件地接受香港法院非專屬性司法管轄權所管轄。如果在香港法院提出任何法律程序，本協議應在一切方面受香港法律的管限並按香港法律解釋，但條件始終是，新城晉峰證券有權在對客戶或客戶的任何資產擁有司法管轄權的任何其他法院對客戶提出起訴，客戶特此接受該等法院的非專屬性司法管轄權所管轄。

## 25. Foreign Account Tax Compliance Act 外國帳戶稅收遵從法

### 25.1 Disclosure of Client's information 客戶資料披露

The Client acknowledges and agrees that, under certain circumstances or when so requested by the IRS, SEAZEN RESOURCES SECURITIES may be obliged to disclose such information of the Client to any person, entity, government body, agency or regulator as SEAZEN RESOURCES SECURITIES shall in its absolute discretion deems appropriate or necessary in order to comply with the requirements under FATCA and other related laws, regulations, codes and rules. SEAZEN RESOURCES SECURITIES shall not be liable to the Client for the use of such information by the third party. The information shall include, but not limited to, account opening form and the relevant account opening forms and the relevant tax forms completed by the Client. The Client represents warrants and undertakes that the information from time to time provided to SEAZEN RESOURCES SECURITIES shall always be true, complete and accurate without misleading in all material aspects. The Client agrees to inform SEAZEN RESOURCES SECURITIES within 30 days if any of the foregoing information changes or is inaccurate, and to provide SEAZEN RESOURCES SECURITIES with updated documentation, forms and information. 為符合 FATCA 及其他相關法規、守則和規則的規定，客戶確認及同意在某些情況或當局稅局有所要求，新城晉峰證券有可能被要求並按其絕對酌情權，向任何人士、企業、政府團體、機構或規管機構披露有關客戶之資料，以符合外國法規的要求。新城晉峰證券將不會就第三方使用該客戶之資料而向客戶負責。有關客戶資料包括但不限於客戶在新城晉峰證券不時指定的客戶開戶表格和相關帳戶開戶表格以及相關報稅表上填報的個人/機構資料。客戶聲明、保證及承諾，並不時向本公司提供之該資料屬真實、完整及準確，並無誤導成分。客戶也承諾，如上述資料有任何更改或不正確的地方，客戶將於 30 日內通知新城晉峰證券，並向新城晉峰證券所需的最新資料。

### 25.2 Withholding Authorisation 預扣稅款的授權

The Client hereby authorizes SEAZEN RESOURCES SECURITIES shall have the full authority to withhold any part of all assets in the Client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if :客戶授權新城晉峰證券有完全之權力按出現以下的情況時，預扣客戶帳戶內的所有資產或其任何部分（以現金或其他形式持有）或出售帳戶內的資產以產生可預扣稅款：

- (i) The Client do not provide SEAZEN RESOURCES SECURITIES with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or completed such that SEAZEN RESOURCES SECURITIES is unable to ensure its ongoing compliance or adherence with the requirements under FATCA; 客戶未能及時向新城晉峰證券提供所要求的資料或文件或客戶所提供的任何資料或文件不是最新、準確或完整的，使得新城晉峰證券無法確保其能持續符合或依從 FATCA 的規定；
- (ii) The FATCA status of the Client is identified as recalcitrant or non-participating foreign financial institutions; 客戶的 FATCA 狀況被界定為不合作或不合規海外金融機構；
- (iii) There is no reliable evidence to treat the Client as exempted from withholding requirement under FATCA or other relevant regulations; 並無可靠證據可將客戶視為已獲豁免遵守 FATCA 或其他相關規例的預扣稅規定；
- (iv) The withholding is required by competent regulatory or governmental authorities in the relevant jurisdiction; or 相關司法管轄區內的合資格監管或政府機關規定徵收預扣稅；或
- (v) The withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules. 為符合 FATCA 及其他相關法規、守則和規則的規定而必須或適宜預扣稅款。

The Client further acknowledges and agrees that SEAZEN RESOURCES SECURITIES shall not be liable to the Client for any losses or damages which it may suffer as a result of the withholding, deduction and/or liquidations as mentioned above. 客戶進一步確認及明白，新城晉峰證券無須就上述之款項扣起、扣減或變現而對客戶造成之損失或損害負責。

### 25.3 Indemnity 彌償

The Client agrees to indemnify SEAZEN RESOURCES SECURITIES and its Associates and any of its officers, employees and agents on demand against all losses, costs, damages, claims, liabilities, expenses or demands (including but not limited to any taxes, interest or penalties imposed pursuant to

FATCA that SEAZEN RESOURCES SECURITIES and its Associates and any of its officers, employees and agents may suffer as a result of the Client's failure to comply with its obligations under the Terms and Conditions. The Client acknowledges and agrees that SEAZEN RESOURCES SECURITIES shall be entitled to withhold, retain or deduct such portion of monies from the Client's Account as SEAZEN RESOURCES SECURITIES shall at its sole and absolute discretion deem sufficient to cover any amount which may be owed by the Client mentioned above. The client agrees that the indemnities given herein shall continue to be valid and effective notwithstanding the termination of the Account. 客戶同意就因其未能遵守其於本條款及條件下之責任而對新城晉峰證券及其聯營公司及任何其高級職員、僱員及代理人造成之所有損失、成本、損害、索償、債項、費用或要求（包括但不限於任何根據 FATCA 而徵收之稅項、利息及罰款），作出彌償。客戶確認及同意，新城晉峰證券有權從客戶之帳戶中扣起、保留或扣減本公司以其全權或絕對酌情權認為足夠之款項，以向本公司彌償客戶在上述條款下可能結欠之款項。客戶同意儘管帳戶可能會被終止，客戶在此給予之彌償承諾將繼續有效。

## **26. Product Recommendation and Own Judgment 產品建議及獨立判斷**

26.1 If SEAZEN RESOURCES SECURITIES solicit the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document SEAZEN RESOURCES SECURITIES may ask the Client to sign and no statement SEAZEN RESOURCES SECURITIES may ask the Client to make derogates from this clause. For clarity, the term "Financial product" in this clause means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity. 假如新城晉峰證券向客戶招攬銷售或建議任何金融產品，該金融產品必須是新城晉峰證券經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他新城晉峰證券可能要求客戶簽署的文件及新城晉峰證券可能要求客戶作出的聲明概不會減損本條款的效力。為了清楚起見，本條款中的「金融產品」一詞指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

26.2. The Client shall make his own independent judgment and decision with respect to each Instruction. Without prejudice to the above clause, SEAZEN RESOURCES SECURITIES shall be under no liability whatsoever in respect of any information or comment given by any of its officers (including directors), employees or agents irrespective of whether or not such information or comment is given at the Client's request. 客戶須按其獨立判斷及決定作出各個指示。在不影響上述條款的情況下，新城晉峰證券不會就新城晉峰證券任何行政人員（包括董事）、僱員或代理所提供之任何資料或論述承擔任何責任，不論該等資料或建議是否由客戶所要求下作出。

## **Part III – Additional Terms Applicable to Respective Accounts and Services 第三部份 - 各帳戶及服務所適用之附加條款**

### **Schedule A – Additional Terms for Margin Account 附表 A - 保證金帳戶之附加條款**

#### **Terms for Margin Trading 保證金交易條款**

This Schedule is supplemental to the Securities Trading Agreement entered between SEAZEN RESOURCES SECURITIES and the Client to which this Schedule is annexed whereby SEAZEN RESOURCES SECURITIES shall open and for the Client to conduct margin trading ("Margin Account") and SEAZEN RESOURCES SECURITIES agrees to grant credit facilities ("Facility") to the Client at the Client's request for the Client's transactions. Where any conflict arises between the Securities Trading Account and the provisions of this Schedule, the provisions of the latter shall prevail. 本附表是補充其依附的並為新城晉峰證券與客戶簽訂的現金客戶協議，藉以使客戶的帳戶能夠進行孖展交易（「孖展帳戶」），及新城晉峰證券同意按客戶要求向客戶提供客戶交易的信用融資（「融資」）。如現金客戶協議與本孖展客戶協議的條款有任何衝突時，以後者的條款為準。

## 1 Definitions 定義

- 1.1 Terms defined in this Schedule have the same meanings as in the Securities Trading Agreement unless stated otherwise. 本附表中的條款之含義與證券交易帳戶條款所界定者相同，另有特別聲明者除外。
- 1.2 References to “Account” in the Securities Trading Agreement is deemed to include the Margin Account as established to this Schedule. 證券交易帳戶中所提及的「帳戶」，將被視為包括按照本附表而設立的孖展帳戶。
- 1.3 “Collateral” means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by SEAZEN RESOURCES SECURITIES or its Associates or nominees, or transferred to or held by any other person in circumstances where SEAZEN RESOURCES SECURITIES accepts the same as security for the Client's obligation under the Agreement. The Collateral shall include those monies and securities that shall come into possession, custody or control of SEAZEN RESOURCES SECURITIES or its Associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities) 「抵押品」是指客戶現在或將來任何時候存放於、轉移或令其轉移往新城晉峰證券或其聯營公司或代名人的，或由新城晉峰證券或其聯營公司或代名人持有的，或於本公司或其聯營公司接受作為在協議之下客戶債務的擔保的情況下，轉移往任何其他人士或由任何其他人士持有的所有款項和證券。該等抵押品將包括本公司或其聯營公司不時為任何目的而持有、托管或控制的款項及證券(包括任何額外或被替代的證券，及就該等證券或額外的或被替代的證券的累計或在任何時間透過贖回、分紅、優先股、認購權或其他形式所提供的所有已支付或需支付的股息或利息、供股權、權益、款項或財產)
- 1.4 “Credit Limit” is the maximum amount of Facility that SEAZEN RESOURCES SECURITIES will grant the Client irrespective of the amount of the Client's Collateral and Margin Ratio. 「信用限額」是指不管客戶的抵押品金額和保證金比率如何，新城晉峰證券可提供予客戶的最大融資金額。
- 1.5 “Margin Ratio” is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from SEAZEN RESOURCES SECURITIES against the Collateral. 「保證金比率」是指抵押品價值的一個百分率，而該百分率將不高於客戶可向新城晉峰證券借用的金額（或擔保其他形式的財務通融）與抵押品價值的百分率。

## 2 Margin Facility 保證金融資

- 2.1 The Facility is extended to the Client in accordance with the provisions set out in this Schedule, any fee and charges advised from SEAZEN RESOURCES SECURITIES to the Client and in the Securities Trading Account (collectively known as “Margin Facility Terms”). The Client agrees to use the Facility in connection with the acquisition or holding of Securities by SEAZEN RESOURCES SECURITIES for the Client. 此項融資將按照本保證金客戶協議、新城晉峰證券提供給客戶的任何收費表及證券交易帳戶內所訂定之條款（統稱為「孖展融資條款」）而提供給客戶。客戶同意該融資只會用在有關於新城晉峰證券為客戶購入或持有證券之用途。
- 2.2 Subject to Clause 2.4 below, SEAZEN RESOURCES SECURITIES may grant the Client Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied by notice by SEAZEN RESOURCES SECURITIES from time to time. Notwithstanding the credit limit as notified to the Client, SEAZEN RESOURCES SECURITIES may at its discretion extend Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Facility given by SEAZEN RESOURCES SECURITIES in accordance with Clause 6.1. 除下列第 2.4 條規定外，新城晉峰證券可向客戶提供不超過新城晉峰證券不時通知客戶的信用限額的融資金額。新城晉峰證券可按不時通知，更改客戶可使用的信用限額及保證金比率。儘管有已通知客戶的信用限額，新城晉峰證券仍可酌情權向客戶提供超過該信用限額的融資，而客戶亦同意客戶有責任按第 6.1 條之規定全數償還任何由新城晉峰證券提供的任何融資。
- 2.3 SEAZEN RESOURCES SECURITIES is instructed and authorized by the Client to draw on the Facility to settle any amounts due to SEAZEN RESOURCES SECURITIES or its Associates in respect of the Client's purchase of Securities, margin maintenance obligations for any positions required by SEAZEN RESOURCES SECURITIES or its Associates, or payment of any commission or other costs and expenses owing to SEAZEN RESOURCES SECURITIES or its Associates. 客戶指示並授權新城晉峰證券提取融資用以清償應付新城晉峰證券或其聯營公司任何有關客戶購買證券、履行新城晉峰證券或其聯營公司要求任何持倉的保證金義務、或支付所欠新城晉峰證券或其聯營公司的任何佣金或其他開支和費用的款項。
- 2.4 SEAZEN RESOURCES SECURITIES will not at any time be obliged to provide any Facility to the Client. Client understands that SEAZEN RESOURCES SECURITIES may not provide any Facility to the Client if any of the following circumstances should arise 新城晉峰證券在任何時候均有權不向客戶提供任何融資。客戶明白尤其是在下列任何情況發生時，新城晉峰證券將不會向客戶提供任何融資：
- (i) Client is in default of any provisions of this Agreement; or 客戶未能履行本協議的任何條款；或
  - (ii) In the opinion of SEAZEN RESOURCES SECURITIES there is or has been a material adverse change in the Client's financial condition or in the financial condition of any other person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement; or 新城晉峰證券認為客戶的財務狀況正出現或已出現了重大的不利變化，或任何人士的財務狀況發生了重大不利變化，而可能會影響客戶解除在協議之下的責任或履行客戶在協議之下的義務；或
  - (iii) Making an advance would cause the applicable Credit Limit to be exceeded; or 提供墊支將會令有關適用的信用限額被超過；或



- (iv) SEAZEN RESOURCES SECURITIES is its absolute discretion considers it prudent or desirable for its protection not to do so. 新城晉峰證券據絕對酌情權，認為不提供融資將更為審慎或適宜。
- 2.5 For so long as there exists any indebtedness to SEAZEN RESOURCES SECURITIES on the Client's part, SEAZEN RESOURCES SECURITIES shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of SEAZEN RESOURCES SECURITIES be entitled to withdraw any Collateral in part or in whole from the Client's Account. 只要客戶對新城晉峰證券存在任何債務，新城晉峰證券將有權在任何時候及不時拒絕客戶從客戶的帳戶提取任何或所有抵押品；及在未獲得新城晉峰證券事先書面同意之前，客戶將不能從客戶帳戶提取任何部分或全部抵押品。
- 2.6 Client shall on demand from SEAZEN RESOURCES SECURITIES make payments of deposits or margin in monies, Securities and/or other assets in such amount and in such form into a designated account and within such time as specified by SEAZEN RESOURCES SECURITIES (referred to as a "Margin Call"), as SEAZEN RESOURCES SECURITIES in its absolute discretion determines necessary to provide adequate security in respect of Facility. For the purpose of Margin Call, SEAZEN RESOURCES SECURITIES shall use its best endeavours to contact the Client promptly by phone on the telephone numbers indicated by the Client on the Account Opening Form and/or by sending to the Client a Margin Call notice by post, fax, email or otherwise. Client agrees that it shall be deemed properly notified of the Margin Call even if SEAZEN RESOURCES SECURITIES fails to contact it by phone or the Client fails to receive the written notice. 若新城晉峰證券據其絕對酌情權，認為其提供的融資需要有足夠的擔保，客戶應根據新城晉峰證券的要求，按照新城晉峰證券指定的金額、形式，以現金、證券和/或其他資產的形式支付一定數額的存款或保證金，並在指定的時間內存到指定的帳戶內（稱為「追收保證金通知」）。為發出追收保證金通知，新城晉峰證券將盡力及儘快按照客戶在開戶表格中提供的電話號碼以電話形式聯絡客戶，和/或通過郵件、傳真、電郵或其他方式，向客戶發出追收保證金通知。客戶同意，即使新城晉峰證券未能以電話與客戶取得聯絡，或客戶未收到該書面通知，客戶將被視為已獲得適當的通知。
- 2.7 Any failure by the Client to comply with Clause 2.6 of this Schedule will constitute an Event of Default under Clause 11 of the Securities Trading Agreement. 若客戶未能遵守本孖展客戶協議第 2.6 條的規定，將構成現金客戶協議第 11 條之下的違約事件。
- 2.8 Client agrees to pay interest on a daily basis on the amount of the Facility extended to the Client. The interest rate shall be at a percentage above SEAZEN RESOURCES SECURITIES' cost of funds which will vary according to the prevailing money market situation and as notified to the Client from time to time. Such interest charges may be deducted by SEAZEN RESOURCES SECURITIES from the Margin Account or any other account of the Client with SEAZEN RESOURCES SECURITIES or its Associates. 客戶同意為自己獲得的融資支付利息，及利息將逐日計算。利息率應為一個高於新城晉峰證券資金成本的百分率，並將會隨當前的貨幣市場狀況而改變及由本公司不時通知客戶。該利息費用可由新城晉峰證券從客戶在新城晉峰證券或其聯營公司開立的孖展帳戶或任何其他帳戶中扣除。
- 3 Charge 抵押**
- 3.1 The Client, as beneficial owner, charges in favour of SEAZEN RESOURCES SECURITIES by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to SEAZEN RESOURCES SECURITIES or its Associates, or for which the Client may be or become liable to SEAZEN RESOURCES SECURITIES or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of SEAZEN RESOURCES SECURITIES or its Associates. 客戶以實益擁有人的身份，以第一固定抵押方式向新城晉峰證券抵押所有客戶於抵押品的各種權利、所有權、利益及權益，以作為持續的抵押品（「抵押」），以便客戶在接獲要求後償付客戶可能欠新城晉峰證券或其聯營公司的所有款項及債項（絕對或或有的），及客戶在現時或將來履行孖展融資條款下可能到期、所欠或招致的義務，或客戶不論於任何帳戶或以何種形式而欠新城晉峰證券或其聯營公司的債項（不論是單獨或與任何其他人士一起，及不論以何種名稱形式或商號），連同由作出還款要求日期至付還日期期間的利息，以及在新城晉峰證券或其聯營公司記錄中所列的任何佣金、法律或其他費用、收費及開支。
- 3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to SEAZEN RESOURCES SECURITIES and/or its Associates and notwithstanding the closing of any of the Client's accounts with SEAZEN RESOURCES SECURITIES and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to SEAZEN RESOURCES SECURITIES or its Associates on any account or otherwise. 即使客戶向新城晉峰證券和/或其聯營公司作出任何中期支付或結清帳戶，或清還全部或部分欠款；及即使客戶結束在本公司開立的任何帳戶，並在隨後由客戶獨自或與其他人隨後共同在新城晉峰證券重開或再開立任何帳戶，該抵押將仍屬一項連續的抵押，並將會涵蓋現時客戶於新城晉峰證券或其聯營公司的任何帳戶構成結餘欠款的所有或任何款項，或其他地方顯示出客戶欠新城晉峰證券或其聯營公司的結餘欠款。
- 3.3 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with SEAZEN RESOURCES SECURITIES or its Associates, that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up. 客戶聲明並保證，抵押品乃是由客戶本人合法及實益擁有，客戶有權將抵押品存放於新城晉峰證券或其聯營公司，所存放的抵押品在現時或將來都不受任何類型的留置權、抵押或處置權所約束，並且構成抵押品的任何股票、股份和其他證券現時已全數繳足股款及將會全數繳足股款。

3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Cash Client Agreement and the full performance of the Client's obligations under the Margin Facility Terms, SEAZEN RESOURCES SECURITIES will at the Client's request and expense release to the Client all the rights, title and interests of SEAZEN RESOURCES SECURITIES in the Collateral and will give such Instructions and directions as the Client may require in order to perfect such release. 當客戶不可撤銷地全數付清根據現金客戶協議之下所有可能應支付或成為應支付的款項，及已全部履行客戶在孖展融資條款之下的義務後，新城晉峰證券將會在客戶要求下及支付所需費用後，向客戶發還新城晉峰證券在抵押品的所有權利、所有權和權益，並會就客戶為妥善處理該項發還而要求其作出的指令和指示而行事。

3.5 Until the Charge becomes enforceable, (i) SEAZEN RESOURCES SECURITIES will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and (ii) except as otherwise provided in this Margin Client Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice SEAZEN RESOURCES SECURITIES's rights in relation to the Collateral. 在該抵押成為可強制執行之前(i)新城晉峰證券只須向客戶發出通知後，便有權行使與抵押品有關的權利，以保障抵押品的價值；及(ii)除非在本孖展客戶協議另有規定，否則客戶可指示行使附於或與抵押品有關的其他權利，但此舉不得與客戶在孖展融資條款之下的義務有所矛盾，或在任何形式下可能損害新城晉峰證券就抵押品的權利。

#### **4 Power of Attorney 授權書**

The Client by way of security irrevocably appoints SEAZEN RESOURCES SECURITIES to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the Margin Facility Terms and generally for enabling SEAZEN RESOURCES SECURITIES to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation): 客戶可以擔保的方式，不可撤銷地任命新城晉峰證券作為客戶的受托代表人，代表客戶並以客戶的名義行事，及簽署、蓋章、執行、交付、完善及訂立所有契約、文書、文件，作為或事物，以履行根據孖展融資條款施加於客的義務，及在整體上令新城晉峰證券行使根據孖展融資條款或根據法律而賦予新城晉峰證券的權利和權力，包括(但不限於)：

- 4.1 to execute any transfer or assurance in respect of any of the Collateral; 就任何抵押品簽立任何轉讓契或擔保；
- 4.2 to perfect its title to any of the Collateral; 就任何抵押品完善其所有權；
- 4.3 to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral; 就任何抵押品之下或所產生的到期或變成到期的任何及所有款項和索償而作出查詢、規定、要求、接收、和解及作出良好的解除；
- 4.4 to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and 就任何抵押品發出有效的收據和解除及背書任何支票或其他票據或匯票；及
- 4.5 generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms. 就一般任何索償、或採取任何法律行動或進行任何訴訟於孖展融資條款下為保護所產生的抵押品是認為有必要或合理的。

#### **5 Disposal of Collateral 抵押品的處置**

The Client agrees that in the event of any sale pursuant to the Securities Trading Account or the Margin Facility Terms, any Collateral will be sold or disposed of in the absolute discretion of SEAZEN RESOURCES SECURITIES and upon any sale by SEAZEN RESOURCES SECURITIES, a declaration made by an officer of SEAZEN RESOURCES SECURITIES that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with SEAZEN RESOURCES SECURITIES or its nominees shall be concerned to inquire into the circumstances of the sale. 客戶同意，如按照現金客戶協議或孖展融資條款出售任何證券，新城晉峰證券擁有絕對酌情權出售或處置任何抵押品，並且當新城晉峰證券出售有關證券時，由新城晉峰證券一位職員所作出表示有關的銷售權已變得可行使的聲明，對於任何購買該等抵押品的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證據，並且沒有任何與新城晉峰證券或其代名人交易之人士有必要查詢該宗出售交的情況。

#### **6 Termination of Facility 終止融資**

6.1 The Facility is repayable on demand and may be varied or terminated in the absolute discretion of SEAZEN RESOURCES SECURITIES. In particular the Facility will be terminated upon the occurrence of any one or more of the following events 該項融資在接獲要求時便需付還，並可由新城晉峰證券根據其絕對酌情權予以更改或終止。尤其是如出現以下其中一項或多項事件，該項融資將會被終止：

- (a) the withdrawal or non-renewal of the Client's authorization to SEAZEN RESOURCES SECURITIES as required by section 7 of the Securities and Futures (Client Securities) Rules (Cap.571H of the laws of Hong Kong); or 根據《證券及期貨（客戶證券）規則》（香港法例第571H章）第7條規定而給予新城晉峰證券的客戶授權被撤回或不再被續期；或

(b) any termination in accordance with Clauses 11 and 12 of the Securities Trading Account, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility. 根據現金客戶協議之第 11 和 12 條而終止本協議，而就此而言，任何的終止通知將被視為對該項融資的終止通知。

6.2 Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to SEAZEN RESOURCES SECURITIES. 該項融資終止時，客戶所欠的任何未清債務應立即向新城晉峰證券清還。

6.3 Repayment of all or any of the loan amounts owed to SEAZEN RESOURCES SECURITIES will not of itself constitute cancellation or termination of the Margin Facility Terms. 償還所欠新城晉峰證券的全部或任何借貸款項本身並不構成取消或終止孖展融資條款。

## 7 Security Unaffected 不受影響的擔保

Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:- 在不影響上述的概括性原則下，該抵押或其所抵押的數額將不會因以下所述的任何事物所影響：

- (a) any other security, guarantee or indemnity now or hereafter held by SEAZEN RESOURCES SECURITIES or its Associates under or in respect of the Margin Facility Terms or any other liabilities; 新城晉峰證券或其聯營公司就孖展融資條款或任何其他責任，而在現時或將來所持有的任何其他保證金、擔保或彌償；
- (b) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge); 任何保證金、擔保或彌償或其他文件的任何其他修訂、更改、豁免或解除（除有關的修改、修訂、豁免或解除外，包括該抵押）；
- (c) the enforcement or absence of enforcement or release by SEAZEN RESOURCES SECURITIES or its Associates of any security, guarantee or indemnity or other document (including the Charge); 新城晉峰證券或其聯營公司就任何保證金、擔保或彌償或其他文件（包括該抵押）的強制執行或沒有強制執行或免除；
- (d) any time, indulgence, waiver or consent given to the Client or any other person whether by SEAZEN RESOURCES SECURITIES or its Associates; 不論由新城晉峰證券或其聯營公司向客戶或其他任何人所給予的時間、寬限、豁免或同意；
- (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by SEAZEN RESOURCES SECURITIES or any other person; 不論是由新城晉峰證券或其他任何人向客戶所作出或沒有作出根據孖展融資條款的任何還款要求；
- (f) the insolvency, bankruptcy, death or insanity of the Client; 客戶無力還債、破產、死亡或精神失常；
- (g) any amalgamation, merger or reconstruction that may be effected by SEAZEN RESOURCES SECURITIES with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of SEAZEN RESOURCES SECURITIES to any other person; 新城晉峰證券與任何其他人合併、兼併、或重組或向任何其他人出售或轉讓新城晉峰證券的全部或部分業務、財產或資產。
- (h) the existence of any claim, set-off or other right which the Client may have at any time against SEAZEN RESOURCES SECURITIES or any other person; 客戶可能在任何時候對新城晉峰證券或任何其他人所存在的任何索償、抵銷或其他權利；
- (i) any arrangement or compromise entered into by SEAZEN RESOURCES SECURITIES with the Client or any other person; 新城晉峰證券與客戶或任何其他人訂立的安排或和解協議；
- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever; 涉及該項融資的任何文件的任何條款，或任何保證金、擔保或彌償（包括該抵押），或在任何該等文件或任何保證金或彌償（包括該抵押）之下及有關條款的不合法性、無效、或未能執行或缺陷，無論原因是基於越權、不符合有關人士的利益，或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他緣故；
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or any other thing done or omitted or neglected to be done by SEAZEN RESOURCES SECURITIES or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms. 任何根據涉及破產、無力還債或清盤的任何法律能夠避免的或受其影響的任何協議、保證金、擔保、彌償、付款、或其他交易；或

任何客戶依賴任何該等協議、保證金、擔保、彌償、付款或其他交易所提供或作出的債務的免除、結算或清還，而任何該等債務免除、結算或清還將被視為受到相應的限制；或由新城晉峰證券或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物(如果不是因為本條款)可能在運作上損害或影響客戶在孖展融資條款之下的責任。

## **Schedule B – Additional Terms for Electronic Trading Service 附表 B — 電子交易服務之附加條款**

### **1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用**

The provisions in these Additional Terms for Electronic Trading Services apply only to any Account in respect of which the Client has requested and SEAZEN RESOURCES SECURITIES has agreed to provide with Electronic Trading Service on the terms and conditions of this Agreement. 就應客戶要求新城晉峰證券同意按照本協議的條款向客戶之帳戶提供電子交易服務的情況下，本附加條款之條文只對該等帳戶適用。

### **2. TERMS FOR ELECTRONIC TRADING SERVICE 電子交易服務之條款**

2.1 When using the Electronic Trading Service, the Client warrants that the Client is the only authorized user of the Client's Access Codes and will be responsible for all instructions placed and all Transactions conducted with the use of the Access Codes. The Client shall be responsible for the confidentiality, security and use of the Access Codes issued to the Client by SEAZEN RESOURCES SECURITIES. SEAZEN RESOURCES SECURITIES may use authentication technologies in connection with the Electronic Trading Service. The Client shall comply with the procedure guide issued by SEAZEN RESOURCES SECURITIES (set out in Clause 2.9 below) in relation to the operations and security measures of Electronic Trading Service and the Client undertakes to logoff the Electronic Trading Service immediately following the completion of each Electronic Trading Service session. 如客戶使用電子交易服務，客戶承諾其為登入密碼的唯一授權用戶，負責所有使用登入密碼而作出的指示及完成的所有有關交易。客戶須負責新城晉峰證券給予客戶的登入密碼的保密、安全及使用。新城晉峰證券可於電子交易服務有關的事項上使用認證技術。客戶須遵守新城晉峰證券發出有關電子交易服務運作及保安措施的指引(見第 2.9 條)，且客戶在完成每次電子服務時段後，應立即退出電子服務系統。

2.2 The Client acknowledges that it may not be possible to change or cancel an instruction given through Electronic Trading Service and agrees to exercise caution before placing orders. 客戶確認客戶指示一經作出，便可能無法更改或取消，故此客戶在輸入買賣盤時，應謹慎行事。

2.3 SEAZEN RESOURCES SECURITIES may (but not have obligations) monitor and/or record any of the Client's instructions given or orders transacted through the Electronic Trading Service. The Client agrees to accept such recording (or a transcript thereof) as final and conclusive evidence of the contents and nature of the relevant instructions and Transactions and as binding on the Client. 對於客戶透過電子交易服務而發出的指示或買賣盤，新城晉峰證券可以 (但無義務) 進行監察及/或記錄。客戶同意接受任何該等記錄(或其謄本)作為有關指示或有關交易的內容及性質的最終及不可推翻的證據，並且對客戶有約束力。

2.4 SEAZEN RESOURCES SECURITIES will not be deemed to have received or executed the instructions from the Client given through the Electronic Trading Service unless and until the Client has received the relevant acknowledgement or confirmation in such manner specified by SEAZEN RESOURCES SECURITIES from time to time (including without limitation by posting the status of the instructions in order journals on the website which is operated by SEAZEN RESOURCES SECURITIES and is freely accessible by the Client). SEAZEN RESOURCES SECURITIES is also entitled to correct any errors in such acknowledgement or confirmation without incurring any liability in connection therewith. 除非及直至客戶收到新城晉峰證券透過其不時指定的方式作出的認收或確認 (包括但不限於客戶可透過客戶的登入密碼自由查閱網站上的買賣日誌刊登客戶的指示或買賣盤的狀況)，否則新城晉峰證券將不會被視為已收到或執行客戶有關的指示。新城晉峰證券有權糾正任何認收或確認的誤差，而不應就此招致任何法律責任。

2.5 The Client shall immediately notify SEAZEN RESOURCES SECURITIES if: 如遇下列情況，客戶應立即通知新城晉峰證券：

- (a) an instruction has been placed through the Electronic Trading Service and the Client has not received an instruction number or acknowledgement of receipt of the instruction or of its execution from SEAZEN RESOURCES SECURITIES (whether by hard copy, electronic or verbal means); or 已透過電子交易服務發出指示，但客戶沒有收到買賣盤號碼，或沒有收到關於指示或其執行的認收通知(無論以書面、電子或口頭方式)；或
  - (b) the Client has received acknowledgement of a Transaction (whether by hard copy, electronic or verbal means) which the Client did not instruct, or is inconsistent with the Client's instruction or the Client has any suspicion of unauthorized access to the Electronic Trading Service; or 客戶收到非由客戶發出的指示或其執行或與其發出的指示不符合的認收通知 (無論以書面、電子或口頭方式)或懷疑有人於非授權下登入電子交易服務；及
  - (c) the Client becomes aware of or suspicious of any loss, theft, or unauthorized disclosure or use of the Client's Access Codes; 客戶懷疑或察覺任何、損失、盜竊、非授權透露或使用登入密碼；
- or otherwise, SEAZEN RESOURCES SECURITIES or its agents, employees or representatives will not be responsible or liable to the Client or any other person whose claim may arise through the Client for any claim with respect to handling, mishandling or loss of instruction placed through the Electronic Trading Service. 或其他情況。否則新城晉峰證券或其任何代理人、僱員或代表人將不就此承擔客戶或其他人(透過客戶)就處理、錯誤處理或遺失透過電子交易服務發出指示而提出的任何索償。

Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Electronic Trading Services and that an instruction may only be amended or cancelled if it has not been executed by SEAZEN RESOURCES SECURITIES. In such circumstances, SEAZEN RESOURCES SECURITIES will use its reasonable efforts to amend or cancel the instruction according to the Client's intention but, notwithstanding an acknowledgement by SEAZEN RESOURCES SECURITIES in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instruction. 在不影響前述條款通用性的情況下，客戶確認及同意，通過電子交易服務給予之指令，指令可能無法被修改或取消。上述指令只可能在新城晉峰證券未有執行下才可被修改或取消。在此等情況下，新城晉峰證券將按客戶之意願盡合理努力以修改或取消客戶之指令。然而，儘管新城晉峰證券就上述修改或取消表示確認，但新城晉峰證券並不保證上述修改及取消將會實際發生。倘若該修改及取消並不發生，則客戶仍需對原來的指令負責。

- 2.6 SEAZEN RESOURCES SECURITIES reserves the right to suspend the Electronic Trading Service if an incorrect Access Code has been input on or more than 3 occasions. 如果錯誤的登入號碼和密碼被輸入超過三次，新城晉峰證券有權暫停提供電子交易服務。
- 2.7 Notwithstanding any other provisions in this Agreement, where the Client is provided with Electronic Trading Service, following execution of the Client's trading orders, the Client accepts that SEAZEN RESOURCES SECURITIES may send to the Client and the Client agrees to receive trading confirmations and records (including but not limited to contract notes and statement of transactions) through electronic posting to the Account, the website operated by SEAZEN RESOURCES SECURITIES or the Client's email address (as provided in the Client Information Form or notified by the Client from time to time) or other electronic means in lieu of printed documents. Any such information will be freely accessible by the Client after such sending by SEAZEN RESOURCES SECURITIES and the Client shall print out such documents or make its own arrangement forthwith without delay to maintain its own records if necessary. If the Client insists to receive its trading confirmation and records in printed documents, SEAZEN RESOURCES SECURITIES is entitled to charge a reasonable fee for providing such service. 不論本協議中任何其他條款的規定，若客戶獲提供電子交易服務，於客戶的買賣指示被執行之後，客戶須接受新城晉峰證券可以向客戶發出而客戶亦同意收取新城晉峰證券通過電子告示方式向有關帳戶、新城晉峰證券之網站或(開戶表中提供或客戶不時通知)電郵地址發出或通過其他電子方式向客戶發出交易確認及記錄(包括但不限於成交單據及結單)以取代印本形式的文件。於新城晉峰證券發出該些信息之後，客戶可隨意讀取該些信息。若有需要的話，客戶必須盡速列印該等電子信息或作出其他適當安排，以供其記錄之用。如客戶仍要求以印本形式收取其交易確認及記錄時，新城晉峰證券可就提供該項服務收取合理費用。
- 2.8 The Client agrees that should Client experience any problems in reaching SEAZEN RESOURCES SECURITIES through the Electronic Trading Service or vice versa, the Client shall attempt to use an alternative method or device, as SEAZEN RESOURCES SECURITIES may make available, to communicate with SEAZEN RESOURCES SECURITIES to place the Client's orders and to inform SEAZEN RESOURCES SECURITIES of the difficulty the Client has experienced. 客戶同意如其未能透過電子交易服務與新城晉峰證券聯絡，或新城晉峰證券未能透過電子交易服務與客戶聯絡時，則客戶須運用新城晉峰證券提供的其他聯絡途徑向新城晉峰證券發出買賣指示，並通知新城晉峰證券其遇上的問題。
- 2.9 The Client acknowledges that the Client has read and understood SEAZEN RESOURCES SECURITIES' procedure guide relating to the use, operation, security measures and procedures of the Electronic Trading Service [made available to the Client on SEAZEN RESOURCES SECURITIES' Internet website, and further acknowledges that such guide may be amended or supplemented by SEAZEN RESOURCES SECURITIES from time to time, which shall be binding on the Client in respect of the Client's use of the Electronic Trading Service. 客戶確認客戶已細閱及明瞭關於網上交易服務的使用、操作及程序的指引，客戶進一步確認新城晉峰證券可不時更改或增補該指引，而且該指引對客戶在其使用網上交易服務及網上交易賬戶具約束力。
- 2.10 The Client acknowledges that any information and data provided through the Electronic Trading Service relating to securities, financial products and securities and financial markets has been obtained from securities exchanges and markets or from other third party information or service providers appointed by SEAZEN RESOURCES SECURITIES from time to time and that such information and data are protected by copyright and other intellectual property laws, and are provided for Client's personal non-commercial use only, and Client shall not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circular or commercially exploit any such information or data in any way without the consent of SEAZEN RESOURCES SECURITIES or such information / service providers. 客戶確認通過電子交易服務而提供的任何關於證券、金融產品、證券及金融市場的信息及數據是從證券交易所和證券市場，或其他第三者信息或新城晉峰證券不時指定的服務提供商處獲得。該等信息或數據受版權及其他知識產權法保護，且僅用於客戶個人而非商業用途。客戶不得在未獲新城晉峰證券或該等信息或服務提供者同意的情況下，以任何方式使用、複製、轉發、傳播、出售、散布、公開、廣播、傳閱或商業利用任何該等信息或數據。
- 2.11 The Client acknowledges that all proprietary and copyright and other intellectual property rights in or subsisting in the Electronic Trading Service or websites are the exclusive property of SEAZEN RESOURCES SECURITIES or the relevant information provider and service providers or the Internet Service Provider. The Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the Electronic Trading Service, the websites or any of the software comprised in it. 客戶確認，所有存在於電子交易服務或網頁中的專利及版權和其他知識產權權利均為新城晉峰證券或相關信息和服務提供者或網絡服務提供者的專屬資產。客戶不得(或不得試圖)干擾、更改、改動、反編碼、進行逆向工程或作其他任何改動或未經授權擅闖任何電子交易服務及網站之任何部份或其中任何軟件。
- 2.12 The Client acknowledges that the Client has fully understood the implications of the risks associated with the Electronic Trading Service as set out in the Risk Disclosure Statement but agrees that the benefits of using the Electronic Trading Service outweigh these risks and waive any claim the Client might have against SEAZEN RESOURCES SECURITIES or any of its Associates arising from: 客戶確認其完全明瞭載列於風險披露聲明中與電

子交易服務相關的風險的含意，雖然存在風險，但是客戶同意使用電子交易服務的好處超過有關的風險。客戶現放棄其由於以下各種情況而可能對新城晉峰證券或任何聯營公司提出的任何申索：

- (a) systemic failures (including hardware and software failures); 系統故障 (包括硬件及軟件故障)；
- (b) SEAZEN RESOURCES SECURITIES's acceptance of any unauthorized instructions which appear or which SEAZEN RESOURCES SECURITIES believes to be from the Client; 新城晉峰證券接受看似是或新城晉峰證券認為是由客戶發出的任何指示，但其實是未經授權的指示；
- (c) failure or delay in the execution of instructions from the Client or execution of the Client's instructions at prices different from those prevailing at the time the instructions were given; 未執行或延誤執行客戶的指示，或按與發出指示時不同的價格執行客戶的指示；
- (d) the Client's access to the website of SEAZEN RESOURCES SECURITIES or the Electronic Trading Service being limited or unavailable; 客戶登入新城晉峰證券的網站或電子交易服務被限制或無法進行；
- (e) failure to or delay in dispatch or delivery of any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice; 透過電子交易服務提供或要求的任何通知或資料未送交或延誤送交，或任何該等通知或其所載的任何資料有任何不準確、錯誤或遺漏；
- (f) Client's failure to use the Electronic Trading Service in accordance with this Agreement or any relevant agreement between SEAZEN RESOURCES SECURITIES and the Client; and 客戶沒有按照本協議或新城晉峰證券與客戶簽立的任何相關的協議的規定使用電子交易服務；及
- (g) the Client's reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service or the website operated by SEAZEN RESOURCES SECURITIES. 客戶依賴、使用透過電子交易服務或由新城晉峰證券營辦的網站提供的任何資料或素材，或按該等資料或素材行事。

2.13 The Client agrees to defend, indemnify and hold SEAZEN RESOURCES SECURITIES or any of its Associates and the Information Providers harmless from and against any and all claims, losses (whether direct, indirect or consequential), liability, costs and expenses (including but not limited to legal fees) arising from the Client's violation of the Agreement, applicable laws and regulations, or any third party's right, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive despite the termination of this Agreement. 客戶同意保護及賠償新城晉峰證券或其任何聯營公司及信息提供者，使其免受任何因客戶違反本協議或適用法律法規，或違反第三者權利（包括但不限於侵犯版權，專利權，及私有权）而引致的申索、損失（不管是直接、間接或隨之而發生的）、責任、費用及花銷的損害。此客戶責任於本協議終止後仍然生效。

2.14 The Client accepts that while SEAZEN RESOURCES SECURITIES endeavours to ensure the accuracy and reliability of the information provided, SEAZEN RESOURCES SECURITIES does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss (whether direct, indirect or consequential) or damage from and inaccuracies or omission. 客戶接受，儘管新城晉峰證券會盡最大努力以保證獲提供信息的準確性及可靠性，但新城晉峰證券並不會就該信息的準確性及可靠性提供任何保證，且新城晉峰證券不就上述信息的不準確性或遺漏而引致的損失（不管是直接、間接或隨之而發生的）或損害承擔任何責任（不論是侵權責任、合約責任或其他責任）。

#### **Schedule C – Additional Terms for New Listing of Securities 附表 C— 新上市證券之附加條款**

##### **1. APPLICATION OF THE ADDITIONAL TERMS 本附加條款之適用**

1.1 The provisions in these Additional Terms for New Listing of Securities apply only to any account in respect of which the Client has requested SEAZEN RESOURCES SECURITIES to apply on the Client's behalf for securities in new issue for listing on SEHK (an "Application") on the terms and conditions of this Agreement. 就客戶要求新城晉峰證券代客戶於其帳戶申請在聯交所上市的新發行證券（「申請」）的情況下，本附加條款之條文只適用於該等帳戶。

##### **TERMS FOR NEW LISTING OF SECURITIES 新上市證券之條款**

1.2 The Client authorizes SEAZEN RESOURCES SECURITIES to complete such application form as may be required, and represents and warrants to SEAZEN RESOURCES SECURITIES that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of the Client. 客戶授權新城晉峰證券填妥可能需要的申請表，並且向新城晉峰證券聲明和保證在申請表內申請人部份所載述或包含關於客戶的一切聲明、保證、確認和承諾均屬真實及準確。

1.3 The Client agrees to be bound by the terms of the new issue and in particular, the Client hereby: 客戶同意受新發行的條款約束，特別是下述，客戶特此：

- (a) warrants and undertakes that the Application shall be the only application made by the Client or on the Client's behalf for the Client's benefit in respect of the same issue of securities and the Client shall make no other application in that issue; 保證並承諾就該申請乃為客戶利益，

客戶或代表客戶遞交有關同一次證券發行所作出的唯一申請，而客戶在該次發行並沒有作其他申請；

- (b) authorises SEAZEN RESOURCES SECURITIES to represent and warrant to SEHK that no other application shall be made or shall be intended to be made by the Client or for the Client's benefit; 授權新城晉峰證券代為向聯交所出聲明及保證，客戶不會亦不擬作出其他申請，並且不會亦不擬為客戶的利益而作出其他申請；
- (c) acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client; and 客戶確認，倘任何申請是出自非上市公司，除證券買賣外未有從事其他業務，而客戶對該公司具法定控制權力，則該公司作出的申請應被視為為客戶的利益而作出的；及
- (d) acknowledges that SEAZEN RESOURCES SECURITIES will rely on the above warranties, undertakings and authorizations in making the Application. 確認新城晉峰證券會依賴上述保證、承諾和授權作出申請。

1.4 In relation to a bulk application to be made by SEAZEN RESOURCES SECURITIES on behalf of SEAZEN RESOURCES SECURITIES, the Client and/or SEAZEN RESOURCES SECURITIES's other clients, the Client acknowledges and agrees: 有關新城晉峰證券為新城晉峰證券本身及/或客戶及/或新城晉峰證券之其他客戶作出的大額申請，客戶確認和同意：

- (a) that if such bulk application may be rejected for reasons which are unrelated to the Client, SEAZEN RESOURCES SECURITIES, in absence of fraud, gross negligence or wilful default, shall not be liable to the Client or any other person in consequence of such rejection; and 該大額申請可能會因與客戶無關的理由而遭退回，而在沒有欺詐、嚴重疏忽或故意違約的情況下，新城晉峰證券毋須就該退回對客戶或任何其他人士負上責任；及
- (b) to indemnify SEAZEN RESOURCES SECURITIES in accordance with Clause 17.2 of the General Terms and Conditions if such bulk application is rejected because of any breach of representations and warranties or otherwise arising from factors relating to the Client. 倘若該大額申請因違反任何聲明和保證或與客戶有關的理由而遭到退回，客戶須按一般條文中第 17.2 條條款向新城晉峰證券作出賠償。

1.5 The Client may at the same time request SEAZEN RESOURCES SECURITIES to provide a loan to finance the Application (the "Loan"), the following provisions shall apply: 客戶可同時要求新城晉峰證券提供貸款作為申請用途(「貸款」)，下列規定則適用：

- (a) SEAZEN RESOURCES SECURITIES has discretion to accept or reject the request for the Loan. 新城晉峰證券有酌情權接受或拒絕貸款要求。
- (b) Upon the acceptance of the request for the Loan, the employee or representative of SEAZEN RESOURCES SECURITIES will verbally or in writing confirm the terms of the Loan ("Agreed Loan Terms") as agreed between SEAZEN RESOURCES SECURITIES and the Client, which shall be conclusive and binding on the Client. 新城晉峰證券接受貸款要求時，新城晉峰證券之僱員或代表會以口頭或書面形式確認新城晉峰證券與客戶同意的貸款條款「約定貸款條款」，該等貸款條款應為決定性的，並對客戶具約束力。
- (c) Before the provision of the Loan, the Client shall provide SEAZEN RESOURCES SECURITIES a deposit, which shall form part of the proceeds for the Application, in the amount and within the time in accordance with the Agreed Loan Terms. 新城晉峰證券提供貸款之前，客戶應按約定貸款條款內指定的金額和時限向新城晉峰證券提供貸款按金，此按金將為申請款項的一部份。
- (d) Unless contrary to the Agreed Loan Terms: 除非約定貸款條款中另有指定：
  - (i) the Loan amount is the total price of the securities (including applicable charges) applied under the Application less the amount of deposit in Clause 1.5(c) above] and 貸款金額應是申請書內所申請證券的總價格減除客戶依據上述第 [1.5(c)]條條款提供的按金款額；及
  - (ii) the Client has no right to repay the Loan, in part or full, before the date of repayment in accordance with the Agreed Loan Terms. 客戶應無權於約定貸款條款中指定的還款日期之前償還部份或全部貸款。
- (e) The interest rate applicable to the Loan shall be determined under the Agreed Loan Terms. 貸款利率將會根據約定貸款條款釐定。
- (f) When SEAZEN RESOURCES SECURITIES receives any refund in respect of the Application, SEAZEN RESOURCES SECURITIES has the right, at its discretion, to apply the same or part of it towards the discharge of the Loan including any interest accrued thereon and/or return the same or the remaining balance (if any) to the Client, whether before or after the repayment date in accordance with the Agreed Loan Terms. 新城晉峰證券在接獲關於申請的任何退款，不論是約定貸款條款指定的還款日期之前或之後，新城晉峰證券有酌情權自行把上述退款或其任何部份用以清還貸款及累計利息或把上述退款或其任何部份交還給客戶。
- (g) In consideration for SEAZEN RESOURCES SECURITIES' granting of the Loan to the Client, the Client charges to SEAZEN RESOURCES SECURITIES by way of first fixed charge as a continuing security for the full repayment of the Loan and the accrued interest thereon, all the securities acquired on behalf of the Client under the Application in respect of which the Loan is provided. The Client has no right to the possession of

the aforesaid securities until the full repayment of the Loan (including interest accrued thereon). The Client authorises SEAZEN RESOURCES SECURITIES to dispose of the aforesaid charged securities without prior notice to the Client for discharge of the liabilities owing to SEAZEN RESOURCES SECURITIES under the Loan so long as the Loan (including interest thereon) has not been repaid in full. 因應新城晉峰證券給予客戶的貸款，客戶將所有由貸款申請而獲得的證券以第一固定押記的形式抵押於新城晉峰證券，作為對貸款及累計利息全部償還的持續性保證。在貸款(包括其累計利息)仍未全數償還前，客戶對上述證券概無管有權。客戶授權新城晉峰證券在貸款(包括其累計利息)仍未全數償還前，得以酌情及不須事前通知客戶處置該等證券以支付客戶要清償或解除由新城晉峰證券所提供的任何財務融資的責任。

1.6 In relation to any Over-The-Counter (“OTC”) transactions, including without limitation trading of any new issue of securities before their listing on SEHK and any Foreign Stock Exchange, entered or to be entered into by the Client, the Client acknowledges and agrees that: 客戶就其已進行或將予進行的任何場外交易包括但不限於任何新發行證券在聯交所及在任何聯交所以外交易所上市前的交易確認及同意:

- (a) SEAZEN RESOURCES SECURITIES is acting as agent for the Client and does not guarantee the settlement of such OTC transactions; 新城晉峰證券為客戶的代理，並不保證此等場外交易之結算;
- (b) the Client’s orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on SEHK and any Foreign Stock Exchange; 客戶的指示可能只有部份會被執行或全部未能執行。倘有關證券其後無法在聯交所及任何聯交所以外交易所上市，已執行的交易將會被取消及成為無效;
- (c) in the event that the Client in selling any securities fails to deliver such securities, SEAZEN RESOURCES SECURITIES is entitled to purchase in the market and/or the OTC trading platforms designated by SEAZEN RESOURCES SECURITIES, such as PhilipMart (at the prevailing market price) the relevant securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction; 如沽出證券的客戶無法交付此等證券，新城晉峰證券有權為客戶就此項已進行的銷售在市場及/或新城晉峰證券指定的場外交易場，例如輝立交易場購入相關的證券(以當時市價)以完成相關交易的結算。客戶須承擔此項交易引致或招致的一切虧損;
- (d) in the event that (1) the Client buys securities from a seller and such seller fails to deliver the relevant securities and (2) the purchase of the relevant securities cannot be effected or SEAZEN RESOURCES SECURITIES in its absolute discretion determines not to purchase the relevant Securities pursuant to clause 1.6 (c) hereof, the Client will not be entitled to obtain the relevant securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant securities; 倘若(1)客戶向賣方購入證券，而該賣方無法交付相關證券及(2)未能購入相關證券或新城晉峰證券行使絕對酌情權決定根據此處第 1.6 (c)條規定不購入相關證券，客戶無權以配對價格取得相關證券，並且只有權收取買入相關證券所付的款項;
- (e) in the event that the Client in buying any securities fails to deposit the necessary settlement amount, SEAZEN RESOURCES SECURITIES is entitled to sell any and all securities or collateral held in its account(s) and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant securities but not the sale proceeds of the relevant securities; 倘若客戶在購買任何證券後無法存入所需的結算款項，新城晉峰證券有權出售其賬戶內任何及所有證券或抵押品，以及使用扣除所有費用後的售收益作交易結算。然而，如客戶於該宗交易內屬於賣方，而該宗交易未能結算，則客戶只可獲得相關證券，而並非相關證券的出售所得款項;
- (f) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to SEAZEN RESOURCES SECURITIES for any losses and expenses resulting from its and/or its counterparty's settlement failures; 在不影響上文所載的原則下，客戶須自行承擔虧損或開支，並就其及/或其交易對手因無法結算所招致的任何虧損及開支向新城晉峰證券負責;
- (g) the Client shall take the utmost care when placing orders as market misconduct such as market manipulation and false trading are serious offences. Any error trades must be reported to SEAZEN RESOURCES SECURITIES as soon as possible; and 客戶在下訂單時應採取極為謹慎的態度，因市場失當行為，例如市場操縱和虛假交易均是嚴重之罪行。任何錯誤交易須盡快報告予新城晉峰證券得悉; 及
- (h) the Client is abided by the regulations stipulated by all relevant regulatory authorities. 客戶須遵守所有相關監管機構訂下的規定。

#### Part IV – Risk Disclosure Statement 第四部份 — 風險披露聲明

##### 1. RISK OF SECURITIES TRADING 證券交易的風險

1.1 The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities. 證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

##### 2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 買賣創業板股份的風險

2.1 Growth Enterprise Market (“GEM”) stocks involves a high investment risk. In particular, companies may list on GEM with neither a track record of



profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid. 創業板股份涉及很高的投資風險，尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

2.2 You should will make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. 你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

2.3 Current information on GEM stocks may only be found on the internet website operated by the SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers. 現時有關創業板股份的資料只可以在聯交所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

2.4 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. 假如你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。

### 3. RISK OF MARGIN TRADING 保證金買賣的風險

3.1 The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with SEAZEN RESOURCES SECURITIES. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives. 藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於新城晉峰證券作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。你應密切留意帳戶狀況，在市場波動下，本公司未必能聯絡你或提供足夠時間予你存錢，而你的持倉將有可能被強制平倉。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

### 4. RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC 提供將你的證券抵押品等再質押的授權書的風險

4.1 There is risk if you provide SEAZEN RESOURCES SECURITIES with an authority that allows SEAZEN RESOURCES SECURITIES to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of SEAZEN RESOURCES SECURITIES' settlement obligations and liabilities. 向新城晉峰證券提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

4.2 If your securities or securities collateral are received or held by SEAZEN RESOURCES SECURITIES in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. 假如你的證券或證券抵押品是由新城晉峰證券在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超過 12 個月。若你是專業投資者，則有關限制並不適用。

4.3 Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if SEAZEN RESOURCES SECURITIES issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority. 此外，假如新城晉峰證券在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

4.4 You are not required by any law to sign these authorities. But an authority may be required by SEAZEN RESOURCES SECURITIES, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. SEAZEN RESOURCES SECURITIES should explain to you the purposes for which one of these authorities is to be used. 現時並無任何法例規定你必須簽署這些授權書。然而，新城晉峰證券可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。新城晉峰證券應向你闡釋將為何種目的而使用授權書。

4.5 If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although SEAZEN RESOURCES SECURITIES is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. 倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然新城晉峰證券根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但若新城晉峰證券的譴責行為可能會導致你損失你的證

券或證券抵押品。

- 4.6 A securities cash account not involving securities borrowing and lending is available from SEAZEN RESOURCES SECURITIES. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account. 新城晉峰證券提供不涉及證券借貸的現金帳戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等證券現金帳戶。

**5. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地方收取或持有的客戶資產的風險**

- 5.1 Client assets received or held by SEAZEN RESOURCES SECURITIES or its nominee(s) 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 of the laws of Hong Kong) 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. 新城晉峰證券或其代理人在香港以外地方收取或持有你的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(香港法例第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關你的之資產將可能不會享有賦予在香港收取或持有你的資產的相同保障。

**6. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES 提供代存郵件或將郵件轉交第三方的授權書的風險**

- 6.1 If you provide SEAZEN RESOURCES SECURITIES 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 the Accounts and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion. 假如你向新城晉峰證券提供授權書，允許新城晉峰證券代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你的有關帳戶的成交單據及結算，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

**7. RISK OF TRADING NASDAQ-AMEX SECURITIES ON THE SEHK 在聯交所買賣納斯達克 - 美國證券交易所證券的風險**

- 7.1 The securities traded under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult SEAZEN RESOURCES SECURITIES and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the SEHK. 按照納斯達克 - 美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢新城晉峰證券的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

**8. ELECTRONIC TRADING RISK 電子交易的風險**

- 8.1 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. In particular, your attention is drawn to the following: 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，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚至完全不獲執行。請你尤其注意以下各項：

(a) the internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media; 互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；

(b) access to the website operated by SEAZEN RESOURCES SECURITIES or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance, severe weather conditions or for other reasons; 與新城晉峰證券的網站或電子交易服務接達可能因為高峰期、市場波動、系統故障（包括硬件或軟件故障）、系統升級或維修、惡劣天氣情況或因其他原因而隨時及不時被限制、延誤或無法進行；

(c) instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons; 透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於（以適用者為準）無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；

(d) instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given; 透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出時的通行價格不同；

(e) communications and personal data may be accessed by unauthorized third parties; 未經授權第三方可能獲得通訊及個人資料；

- (f) instructions given through the internet or other Electronic Media may be executed without being subject to human review; and 透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及
- (g) the status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, securities position or other details relating to your Account as reflected in any acknowledgement, confirmation or other record posted on SEAZEN RESOURCES SECURITIES' website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in your Account conducted through the Electronic Trading Service and that, in the case of doubt; you should contact SEAZEN RESOURCES SECURITIES to ascertain the status of your other Transactions in your Account or other details relating to your Account. 刊登在新城晉峰證券的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或買賣盤的進度或該等指示或買賣盤的執行，以及與投資者的帳戶有關投資者的現金狀況、商品狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄未必反映並非透過新城晉峰證券的網站進行的交易，如有疑問，投資者應聯絡新城晉峰證券，以確定投資者的交易的進度或與投資者的帳戶有關的其他資料。

## 9. RISKS OF TRADING IN EXCHANGE TRADED DERIVATIVES PRODUCTS 交易所買賣的衍生產品之風險披露聲明

This risk disclosure statement does not purport to disclose or discuss all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. Exchange traded derivatives products involve high risks and is not suitable for all types of investors. Prior to trading in any exchange traded derivatives products, you should consider the suitability of the transaction to your particular circumstances and financial position. You should also have a thorough understanding of the product as well as the terms and conditions of the product being offered and consult your brokers or other professional advisors where necessary. SEAZEN RESOURCES SECURITIES owes no duty to exercise any judgment on your behalf as to the merits or suitability of any transactions, security or instruments. 本風險披露聲明並非就作出交易或交易本身的全部風險及其它重要方面進行披露或討論。交易所買賣的衍生產品涉及高風險，未必適合所有投資者。在買賣任何交易所買賣的衍生產品前，閣下應基於個人之條件及財力來考慮該項交易是否適當。閣下亦應先充分了解該產品及有關該產品的條款及條件，並如有需要諮詢閣下的經紀或其他專業投資顧問的意見。此外，關於該產品交易利弊、適當性、擔保或正式文件等，新城晉峰證券並無代表閣下做出任何判斷之義務。

### 9.1 DERIVATIVE WARRANTS 衍生權證

Derivative warrants are an instrument that gives an investor the right to "buy" or "sell" an underlying asset at a pre-set price prior to a specified expiry date. At expiry, settlement is usually made in cash rather than a purchase or sale of the underlying asset. Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities, or a basket of securities. They are generally divided into two types: calls and puts. Holders of call warrants have the right, but not obligation, to purchase from the issuer a given amount of the underlying asset at a predetermined price (also known as the exercise price) within a certain time period. Conversely, holders of put warrants have the right, but not obligation, to sell to the issuer a given amount of the underlying asset at a predetermined price within a certain time period. 衍生權證投資者有權在指定期間以預定價格「購入」或「出售」相關資產。到期時，衍生權證一般以現金作交收，而不涉及相關資產的實貨買賣。衍生權證的相關資產種類繁多，計有股票、股票指數、貨幣、商品或一籃子的證券等等。它們一般分作兩類：認購權證及認沽權證。認購權證的持有人有權(但沒有責任)在某段期間以預定價格(稱為「行使價」)向發行商購入特定數量的相關資產。相反，認沽權證的持有人有權(但沒有責任)在某段期間以預定價格向發行商沽售特定數量的相關資產。

#### 9.1.1 RISK OF TRADING DERIVATIVE WARRANTS 買賣衍生權證涉及的風險

##### (a) Issuer risk 發行商風險

Derivative warrant holders are unsecured creditors of the issuer and they have no preferential claim to any assets an issuer may hold. Therefore, investors are exposed to credit risk in respect to the issuer. 衍生權證的持有人等同衍生權證發行商的無擔保債權人，對發行商的資產並無任何優先索償權；因此，衍生權證的投資者須承擔發行商的信貸風險。

##### (b) Gearing risk 槓桿風險

Although derivative warrants may cost a fraction of the price of the underlying assets, a derivative warrant may change in value more or less rapidly than the underlying assets. In the worst case the value of the derivative warrants falls to zero and holders may lose their entire purchase price. 儘管衍生權證價格遠低於相關資產價格，但衍生權證價格升跌的幅度亦遠較正股為大。在最差的情況下，衍生權證價格可跌至零，投資者會損失最初投入的全部資金。

##### (c) Time decay 具有效期

Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration. The value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments. 與股票不同，衍生權證有到期日，並非長期有效。衍生權證到期時如非價內權證，則完全沒有價值。

##### (d) Time decay 時間遞耗

The value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments. 衍生權證價格會隨時間而遞減，投資者絕對不宜視衍生權證為長線投資工具。

##### (e) Volatility 波幅

An increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative

warrant price. 相關資產的波幅增加會令衍生權證價格上升；相反，波幅減少會令衍生權證價格下降。

(f) Market forces 市場力量

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant prices are also affected by the demand for and supply of the derivative warrants. Supply and Demand forces maybe greatest when a derivative warrant issue is almost sold out and when there are further issues of an existing derivative warrant. 除了 F 定衍生權證理論價格的基本因素外，所有其他市場因素(包括權證本身在市場上的供求)也會影響衍生權證的價格。就市場供求而言，當衍生權證在市場上快將售罄又或發行商增發衍生權證時，供求的影響尤其大。

(g) Turnover 成交量

High turnover in a derivative warrant should not be regarded as an indication that its price will go up. The price of a derivative warrant is affected by many factors from market forces to technical matters such as the price of the underlying asset, the volatility of the price of the underlying asset, the time remaining to expiry, interest rates and the expected dividend on the underlying asset. 個別衍生權證的成交量高，也不等同其價格會上升。如上所述，除了市場力量外，衍生權證的價值還受很多其他因素影響，例如相關資產價格及波幅、剩餘到期時間、利率、預期股息等等。

## 9.2 CALLABLE BULL/BEAR CONTRACTS 牛熊證

Callable Bull/Bear Contracts ("CBBC") are a type of structured product that tracks the performance of an underlying asset without requiring investors to pay the full price required to own the actual asset. They are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the underlying asset. CBBC are issued with the condition that during their lifespan they will be called by the issuers when the price of the underlying asset reaches a level (known as the "Call Price") specified in the listing document. If the Call Price is reached before expiry, the CBBC will expire early and the trading of that CBBC will be terminated immediately. The specified expiry date from the listing document will no longer be valid. There are two categories of CBBC, namely Category N CBBC and Category R CBBC. A Category N CBBC refers to a CBBC where its Call Price is equal to its Strike Price, and the CBBC holder will not receive any cash payment once the price of the underlying asset reaches or goes beyond the Call Price. A Category R CBBC refers to a CBBC where its Call Price is different from its Strike Price, and the CBBC holder may receive a small amount of cash payment (called "Residual Value") upon the occurrence of a Mandatory Call Event ("MCE") but in the worst case, no residual value will be paid. 牛熊證類屬結構性產品，能追蹤相關資產的表現而毋須支付購入實際資產的全數金額。牛熊證有牛證和熊證之分，設有固定到期日，投資者可以看好或看淡相關資產而選擇買入牛證或熊證。牛熊證在發行時有附帶條件：在牛熊證有效期內，如相關資產價格觸及上市文件內指定的水平（稱為「收回價」），發行商會即時收回有關牛熊證。若相關資產價格是在牛熊證到期前觸及收回價，牛熊證將提早到期並即時終止買賣。在上市文件原定的到期日即不再有效。牛熊證分有兩類：N 類和 R 類。N 類牛熊證指收回價等同行使價的牛熊證。一旦相關資產的價格觸及或超越收回價，牛熊證持有人將不會收到任何現金款項。R 類牛熊證指收回價有別於行使價的牛熊證。若出現強制收回事件，牛熊證持有人可收回少量現金款項（稱為「剩餘價值」）。但在最壞情況下，可能沒有剩餘價值。

### 9.2.1 RISK OF TRADING CALLABLE BULL/BEAR CONTRACTS 買賣牛熊證涉及的風險

(a) Mandatory call 強制收回

A CBBC will be called by the issuer when the price of the underlying asset hits the Call Price and trading in that CBBC will expire early. Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back. 如牛熊證的相關資產價格觸及收回價，牛熊證會即時由發行商收回，買賣亦會終止。N 類牛熊證將不會有任何剩餘價值。若是 R 類牛熊證，持有人或可收回少量剩餘價值，但在最壞的情況下亦可能沒有剩餘價值。當牛熊證被收回後，即使相關資產價格反彈，該隻牛熊證亦不會再次復牌在市場上買賣，因此投資者不會因價格反彈而獲利。

(b) Gearing effects 槓桿作用

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset. Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction. 由於牛熊證是槓桿產品，牛熊證價格在比例上的變幅會較相關資產為高。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

(c) Limited life 限定的有效期

A CBBC has a limited life, as denoted by the fixed expiry date. The life of a CBBC may be shorter if called before the fixed expiry date. The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early. 牛熊證有一固定有效期，並於指定日期到期。若在到期前遭提早收回，牛熊證的有效期將變得更短。期間牛熊證的價值會隨相關資產價格的變動而波動，於到期後或遭提早收回後更可能會變得沒有價值。

(d) Movement with underlying asset 相關資產的走勢

Although the price of a CBBC tends to follow closely the price of its underlying asset, but in some situations it may not. Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. Moreover, the delta for a particular CBBC may not always be close to one, in particular when the price of the underlying asset is close to the Call Price. 牛熊證的價格變動雖然趨向緊貼相關資產的價格變動，但在某些情況下未必與相關資產價格的變動同步。牛熊證的價格受多個因素所影響，包括其本身的供求、財務費用及距離到期的時限。此外，個別牛熊證的對沖值亦不會經常接近一，特別是當相關資產的價格接近收回價時。

(e) Liquidity 流通量

Although CBBC have liquidity providers, there is no guarantee that investors will be able to buy/ sell CBBC at their target prices any time they wish. 雖然牛熊證設有流通量提供者，但不能保證投資者可以隨時以其目標價買入／沽出牛熊證。

(f) Funding costs 財務費用

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing/stock borrowing costs after adjustment for expected ordinary dividend of the stock plus the issuer's profit margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for the CBBC turns out to be shorter. 牛熊證之發行價已包括財務費用，發行商會將其財務費用的計算程式列入牛熊證的上市文件。因此個別發行之牛熊證的財務費用將有所不同，因其包括發行商之財務成本或扣除預期普通股之股息後的股票借入成本加上發行商的邊際利潤率，投資者應注意比較不同發行商發行之類似相關資產及條件之牛熊證的財務費用。當牛熊證被收回，牛熊證持有人(投資者)將損失整個期間的財務費用，因發行時已把整個年期的財務費用計算在發行價內，其實際財務費用期間結果已變短。

(g) Trading of CBBC close to Call Price 接近收回價時的交易

When the underlying asset is trading close to the Call Price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. CBBC may be called at any time and trading will terminate as a result. 相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會較闊，流通量亦可能較低。牛熊證隨時會被收回而交易終止。

(h) CBBC with overseas underlying assets 海外資產發行的牛熊證

Investors trading CBBC with overseas underlying assets are exposed to an exchange rate risk as the price and cash settlement amount of the CBBC are converted from a foreign currency into Hong Kong dollars. Exchange rates between currencies are determined by forces of supply and demand in the foreign exchange markets which are affected by various factors. Besides, CBBC issued on overseas underlying assets may be called outside the Exchange's trading hours. 以海外資產發行的牛熊證，其價格及結算價均由外幣兌換港元計算，投資者買賣這類牛熊證需承擔有關的外匯風險。外匯價格由市場供求釐定，其中牽涉的因素頗多。除此以外，若屬海外資產發行的牛熊證，強制收回事件可能會於香港交易所交易時段以外的時間發生。

### 9.3 LISTED EQUITY LINKED INSTRUMENTS 股票掛鉤票據

Equity Linked Instruments ("ELI") are structured products which can be listed on the Exchange under Chapter 15A of the Main Board Listing Rules. They are marketed to retail and institutional investors who want to earn a higher interest rate than the rate on an ordinary time deposit and accept the risk of repayment in the form of the underlying shares or losing some or all of their investment. When an investor purchases an ELI, he/ she is indirectly writing an option on the underlying shares. If the market moves as the investor expected, he/ she earns a fixed return from his/ her investment which is derived mainly from the premium received on writing the option. If the market moves against the investor's view, he/she may lose some or all of his/ her investment or receive shares worth less than the initial investment. ELI are traded scripless in Hong Kong dollars and odd lots are settled in cash. Investors should note that short selling of ELI is prohibited. To match their directional view on the underlying securities, investors may choose from three different types of ELI listed on the Stock Exchange: Bull, Bear and Range. Other types of ELI may be traded on the Exchange in future. 股票掛鉤票據是一項結構性產品，可根據主板《上市規則》第十五章A章在交易所上市。這種產品的對象是一些想賺取較一般定期存款為高的息率，亦願意接受最終可能只收取股票或蝕掉部分或全部本金風險的散戶或機構投資者。購入股票掛鉤票據時，投資者已等同間接沽出正股的期權。要是正股價格變動正如投資者所料，投資者便可賺取主要來自沽出期權所得期權金的預定回報。如變動與投資者的看法背道而馳，則可能要蝕掉部份甚至全部本金，又或只收到價值比投資額為少的正股。股票掛鉤票據的交易貨幣為港幣；碎股是以現金結算；交易以無紙形式進行買賣。投資者須注意股票掛鉤票據是不可沽空的。在香港交易所證券市場上市買賣的股票掛鉤票據分「看漲」、「看跌」及「勒束式」三種，投資者可按本身對正股價格走勢的看法而選擇。香港交易所日後或會提供其他種類的股票掛鉤票據供投資者買賣。

#### 9.3.1 RISK OF TRADING LISTED EQUITY LINKED INSTRUMENTS 買賣股票掛鉤票據涉及的風險

(a) Exposure to equity market 承受股本市場風險

Investors are exposed to price movements in the underlying security and the stock market, the impact of dividends and corporate actions and counterparty risks. Investors must also be prepared to accept the risk of receiving the underlying shares or a payment less than their original investment. 投資者需承受正股及股票市場價格波動的風險、派息及公司行動之影響及對手風險，並要有心理準備在票據到期時可能會收到股票或只收到比投資額為少的款項。

(b) Possibilities of losing investment 賠本可能

Investors may lose part or all of their investment if the price of the underlying security moves against their investment view. 如正股價格變動與投資者事前看法背馳，即可能要蝕掉部分甚至全部本金。

(c) Price adjustment 價格調整

Investors should note that any dividend payment on the underlying security may affect its price and the payback of the ELI at expiry due to ex-dividend pricing. Investors should also note that issuers may make adjustments to the ELI due to corporate actions on the underlying security. 投資者應注意，正股因派息而出現的除息定價或會影響正股的價格，以致連帶影響股票掛鉤票據到期的償付情況。投資者亦應注意，發行人可

能會由於正股的公司行動而對票據作出調整。

(d) Interest rates 利息

While most ELI offer a yield that is potentially higher than the interest on fixed deposits and traditional bonds, the return on investment is limited to the potential yield of the ELI. 股票掛鈎票據的孳息大都較傳統債券及定期存款提供的利息為高，但投資回報只限於票據可得的孳息。

(e) Potential yield 準孳息計算

Investors should consult their brokers on fees and charges related to the purchase and sale of ELI and payment/ delivery at expiry. The potential yields disseminated by the Hong Kong Exchanges and Clearing Limited (“HKEx”) have not taken fees and charges into consideration. 投資者應向經紀查詢買賣股票掛鈎票據以及票據到期時因收到款項或正股而涉及的費用。香港交易所發佈的準孳息數字並無將這些費用計算在內。

#### 9.4 EXCHANGE TRADED FUNDS WITH DERIVATIVE NATURE 有衍生特性的交易所買賣基金

Exchange Traded Funds (ETFs) are passively managed and open-ended funds. All listed ETFs on the HKEx securities market are authorized by the Securities and Futures Commission as collective investment schemes. They are designed to track the performance of their underlying benchmarks (e.g. an index, a commodity such as gold, etc) and offer investors an efficient way to obtain cost-effective exposure to a wide range of underlying market themes. ETFs can be broadly grouped into two types: Physical ETFs (i.e. traditional or in-specie ETFs) and Synthetic ETFs. Many of physical ETFs directly buy all the assets needed to replicate the composition and weighting of their benchmark (e.g. constituents of a stock index). Some physical ETFs with underlying equity-based indices may also invest partially in futures and options contracts. Synthetic ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark's performance. 交易所買賣基金（Exchange Traded Funds 或 ETF，內地稱為「交易所交易基金」）是被動型管理開放式基金。所有在香港交易所上市的 ETF 均為證監會認可的集體投資計劃。ETF 投資緊貼相關基準（例如指數及商品如黃金）的表現，讓投資者可投資於不同類型的市場而又符合成本效益。ETF 可大致分為兩類：實物資產 ETF（即傳統型 ETF）及合成 ETF。這些實物資產 ETF 很多皆完全按照相關基準的同一組成及比重，直接買進複製相關基準所需的全部資產（譬如股票指數的成分股）。有些追蹤股票指數的實物資產 ETF 或也部分投資於期貨及期權合約。而合成 ETF 不買相關基準的成分資產，一般都是透過金融衍生工具去「複製」相關基準的表現。

##### 9.4.1 RISK OF TRADING EXCHANGE TRADED FUNDS 買賣交易所基金涉及的風險

(a) Market risk 市場風險

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets. 交易所買賣基金主要為追蹤某些指數、行業／領域又或資產組別(如股票、債券或商品)的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。投資者必須要有因為相關指數／資產的波動而蒙受損失的準備。

(b) Tracking errors 追蹤誤差

Tracking errors refer to the disparity in performance between an ETF and its underlying index / assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index / assets, and the ETF manager's replication strategy. 這是指交易所買賣基金的表現與相關指數／資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數／資產改變組合、交易所買賣基金經理的複製策略等等因素。

(c) Trading at discount or premium 以折讓或溢價交易

An ETF may be traded at a discount or premium to its Net Asset Value. This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions. 交易所買賣基金的價格可能會高於或低於其資產淨值，當中主要是供求因素的問題，在市場大幅波動兼變化不定期間尤其多見，專門追蹤一些對直接投資設限的市場／行業的交易所買賣基金亦可能會有此情況。

(d) Foreign exchange risk 外匯風險

Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price. 若投資者所買賣結構性產品的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響結構性產品的價格。

(e) Liquidity risk 通量風險

Securities Market Makers (“SMMs”) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfill their role, investors may not be able to buy or sell the product. 證券莊家是負責提供流通量、方便買賣交易所買賣基金的交易所參與者。儘管交易所買賣基金多有一個或以上的證券莊家，但若有證券莊家失責或停止履行職責，投資者或就不能進行買賣。

(f) Counterparty risk involved in ETFs with different replication strategies 交易所買賣基金的不同複製策略涉及對手風險

Where ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark, they are exposed to counterparty risk of the swap dealers or the derivative instruments' issuers and may suffer losses if such dealers or issuers default or fail to honor their contractual commitments. Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF. 採用綜合複製策略的交易所買賣基金，主要透過掉期或其他衍生工具去追蹤基準的表現，它們需

承受源自掉期交易商或衍生工具發行商的交易對手風險。若掉期交易商或發行商失責或不能履行其合約承諾，基金或要蒙受損失。交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，申索抵押品的權利一旦行使，抵押品的市值可以遠低於當初所得之數，令交易所買賣基金損失嚴重。

## 9.5 CONVERTIBLE BONDS 可換股債券

Convertible bonds have investment characteristics of both debt and equity securities. A convertible bond gives its holder the right to convert the bond into shares of the issuing corporation according to predetermined terms during a conversion period or at conversion dates. Convertible bonds have the characteristics of debt securities, such as interest payments and a definite date upon which the principal must be repaid. They also offer possible capital appreciation through the right to convert the bonds into shares at the holder's option according to stipulated terms over certain periods. Due to their conversion feature, convertible bonds usually offer a slightly interest payments than corporate bonds. 可換股債券同時具有債券及股本證券的特性。可換股債券持有人有權在指定的轉換期內或在指定的轉換日，按預先訂立的條款換取或購買發債公司的股份。可換股債券既有債券的特性，例如票面息率及指定歸還本金日期，同時亦提供資本增值機會－持有人有權在指定時間內按指定條款將債券換成普通股份。由於有換股的權利，可換股債券的票息通常稍低於公司債券。

### 9.5.1 Risk of Trading Convertible Bonds 買賣可換股債券涉及的風險

#### (a) Issuer risk 發行商風險

Issuer may fail to pay interest or principal to bond holders on time. 發行商未能如期繳付利息或本金予債券持有人。

#### (b) Interest rate risk 利率風險

The price of fixed rate bonds fluctuates according to changes in market interest rates. Prices for fixed rate bonds move inversely with changes in interest rates. In general, market interest rate movements have a larger impact on the price of bonds with a longer remaining period to maturity. 定息債券的價格會隨著市場利率升降而變動-債券價格的走勢與市場息率背道而馳，此升彼跌；一般而言，市場息口變動對愈遲到期的債券價格影響愈大。

#### (c) Liquidity risk 流通量風險

Liquidity of some bonds in the secondary market may be low. Investors may find it hard to buy or sell such bonds and need to hold them to maturity. 某些債券可能在二手交易市場欠缺流通性，投資者可能較難買入投資或賣出套現，而需持有債券至到期日。

#### (d) Foreign exchange risk 外匯風險

Exchange rate risk exists if the bond is denominated in foreign currency. 如債券是以外幣為單位，債券將面對匯率波動的風險。

#### (e) Equity risk 股票風險

If the bond is converted into shares of the issuing corporation, equity risk associated with the stock will be existed. 如債券被轉換為發債公司的股份，債券持有人將面對有關正股所帶來的股票風險。

## 10. OVERSEAS MARKET RISK 在海外市場進行證券交易的風險

Transactions on market in overseas market may expose you to additional risk. Such overseas 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. You understand that your local regulatory authority will be unable to compel the enforcement of the rules or regulatory authorities or markets in other jurisdictions where your transactions have been effected. 在海外市場進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你要明白，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海外的監管機構執行有關的規則。

You should only undertake trading of foreign securities if you understand the nature of foreign securities trading and the extent of your exposure to risks. In particular, foreign securities trading is not regulated by the SEHK and will not be covered by the Investor Compensation Fund despite the fact that SEAZEN RESOURCES SECURITIES is an exchange participant of the SEHK. You should carefully consider whether such trading is appropriate for you in light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt. 你必須先瞭解外國證券買賣的性質以及將面臨的風險，然後方可進行外國證券的買賣。特別是，儘管新城晉峰證券是聯交所的交易所參與者，外國證券的買賣並不受聯交所所管轄，並且不會受到投資者賠償基金所保障。你應根據本身的投資經驗、風險承受能力以及其他相關條件，小心衡量自己是否適合參與該等買賣及徵求獨立專業意見(如有疑問)。

You should familiarise 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. 對於因應本地或外國的交易而存放的款項或其他財產會有多少保障，尤其是遇上有關公司破產或無力償還債務的時候，你必須瞭解清楚能取回多少款項或財產可能要受特別的規例或當地法例所規管。在某些地區的法例，當你無力償還債務的時候，被認定屬你的資產也會像現金一樣按比例分配支付。

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

#### 10.1 Additional Risks Relating to Investing in Overseas Issuers 有關投資海外發行人的額外風險

- (i) An overseas issuer is subject to a different set of corporate laws governing its affairs including duration, organisation structure, governing bodies and their powers, shares transfer, shareholders rights, shareholders' dispute resolutions. 海外發行人是受其所屬司法權區的不同公司法例約束，以管理其事務，包括期限、公司架構、監管組織及權力、股份轉讓、股東權利及股東爭議解決事宜。
- (ii) It may be difficult for local shareholders/investor of an overseas issuer to enforce their shareholder rights against the issuer or its directors due to complications arising from cross-border access to evidence, legal services, court assistance or the incremental costs related to those services. 本地股東/投資者投資海外發行人證券可能在提出海外發行人或其董事訴訟時存在若干困難，因而難以執行其股東權利。原因是該等訴訟可能涉及跨境的複雜因素，包括：證據收集、法律服務、法院訴訟協助或有關的龐大支出。
- (iii) Hong Kong regulators may not have extra-territorial investigation and enforcement jurisdiction. Instead, reliance has to be placed on the overseas regulatory regimes to enforce against any corporate governance breaches committed by their subject. 香港監管機構未必有管轄區以外的調查及執法權。要達到監管目的，須倚仗海外監管機構自身制度對其轄下發行人執行任何違反公司管治的判決。
- (iv) If an overseas issuer's principal operations and assets are outside its place of incorporation or Hong Kong, they may be subject to other laws, standards, restrictions and risks that significantly differ from those in Hong Kong. 若海外發行人的主要業務及資產所在地是位處其註冊成立地或香港以外，發行人更可能要符合當地的法例、準則、限制及風險事宜，該些事宜會跟香港公司面對的存有很大差異。

#### 10.2 Additional Risks Relating to Investing in Secondary Listed Issuers 有關投資在第二上市發行人的額外風險

Secondary listed issuers are primarily regulated by another stock exchange and financial regulator and are often granted extensive Listing Rules waivers. They do not conform to the Listing Rules in their entirety. Because of the different characteristics of overseas and Hong Kong securities markets, fluctuations in the price of securities are more likely. 在本所作第二上市的發行人由其主要上市地的交易所及財政監管機構監管，同時，第二上市發行人通常會獲得較多的《上市規則》豁免。該些發行人亦不會全面遵守《上市規則》。由於海外及香港的證券市場存在差異，證券價格的浮動亦會較為顯著。

#### 10.3 Additional Risks Relating to Investing in Hong Kong Depository Receipts ("HDR") Issuers 有關投資在預託證券發行人的額外風險

- (i) The Hong Kong Depository Receipts framework is an alternative facility for issuers, in particular overseas issuers, to list on the HKEx. There are no changes to the listing regime. An issuer seeking to list in Hong Kong through HDRs will have to comply with generally the same requirements as an issuer of shares, except for the modifications in Chapter 19B of the Main Board Rules. However, HDRs are not shares and therefore do not attract the same legal consequences as those of shares. The HDR Depository's obligations are set out in a deposit agreement. 香港預託證券機制是讓發行人(特別是為海外發行人)在香港交易所上市的另一項設施。整個上市機制並無因此架構而有轉變。擬透過預託證券在港上市的發行人須遵守的規定與股份發行人大致相同，不過預託證券發行人亦須遵守《上市規則 - 主板》第 19B 章所及的修訂條文。但是，香港預託證券並不是股份，故此其與股份所引致的法律效果存有差別。香港預託證券存管人的權利載列在預託協議。
- (ii) HDR holders do not have rights of shareholders and must rely on the HDR Depository to exercise on their behalf the rights of a shareholder. 香港預託證券持有人並不具有股份持有人的權利，他們必須倚賴存管人代其行使權利。
- (iii) HDR holders need to pay for the fees and expenses charged by the HDR Depository for services rendered. 預託證券持有人必須補償存管人提供服務的一切收費及費用。

### 11. RISKS OF TRADING RENMINBI SECURITIES OR INVESTMENT IN RENMINBI PRODUCT 投資人民幣證券或投資人民幣產品的風險

#### (a) Currency risks 匯率風險

The exchange rate of renminbi may be rise or fall. If the investor/client who holds a local currency other than renminbi will be exposed to currency risk if the investor/client invests in a renminbi product. It is because renminbi is subject to conversion restrictions and foreign exchange control mechanism. The investor/client may have to convert the local currency into renminbi when the investor/client invests in a renminbi product. When the investor/client redeems/sell the investor/client's investment, the investor/client may also need to convert the renminbi received upon redemption/ sale of the investor/client's investment product into the local currency (even if redemptions/ sale proceeds are paid in renminbi). During these processes, the investor/client will incur currency conversion costs and you will also be exposed to currency risk. 人民幣的匯率可升可跌。投資者/客戶若以人民幣以外的本地貨幣投資人民幣產品，便需承受匯率風險，因為人民幣是受到轉換限制及外匯管制的貨幣，當投資者/客戶投資於人民幣產品時，便可能要將投資者/客戶的本地貨幣轉換為人民幣。而當投資者/客戶贖回或出售客戶的投資時，投資者/客戶或需要將人民幣轉換回本地貨幣(即使贖回或出售投資的收益是以人民幣繳付)。在這過程中，投資者/客戶會牽涉轉換貨幣的成本，亦要承受匯率風險。換言之，就算投資者/客戶買賣該人民幣產品的價格不變，於轉換貨幣的過程中，如果人民幣貶值，投資者/客戶亦會有所損失。

#### (b) Possibility of not receiving renminbi upon redemption/ sale of renminbi investments 在贖回或出售人民幣產品時未必能收回人民幣

The investor/client should always understand the nature and terms of a product and read the offering documents carefully before investing to find out whether the investor/client will actually receive renminbi when client redeems/ sells the renminbi products. Even if the product aims to deliver renminbi, it may not be able to pay the investor/client in renminbi if the product has to sell non-renminbi-denominated investments to meet the investor/client's redemption/ sale request, and encounters conversion restriction when converting the proceeds in non-renminbi currencies into renminbi. On the other hand, even if the investments are denominated in renminbi, there may not be sufficient



renminbi to satisfy the redemption/sale requests due to the repatriation or other controls on renminbi. As a result, the investor/client may not receive renminbi when the investor/client redeems/sells Client's investments. 投資者/客戶應該對產品的性質及條款有充分理解，投資前亦必須細閱銷售文件，了解當贖回或出售該產品時是否會收取人民幣。即使該產品打算以人民幣交收，但若該產品因投資者/客戶的贖回或出售要求而要賣出一些非人民幣計價的投資項目，而同時在轉換為人民幣的過程中遇到限制，投資者/客戶或許未必可以收回人民幣。另外，就算產品是以人民幣計價，如果因為貨幣匯返原國或其他人民幣管制措施，亦未必能有充足的人民幣金額去滿足所有贖回或出售要求。因此，於贖回或出售該產品時，投資者/客戶也未必能收取人民幣。

**(c) Liquidity risk 流通風險**

Renminbi products are subject to liquidity risk as there may not be regular trading or an active secondary market. Some renminbi product is subject to lock-up period or heavy penalty or charges for early surrender or termination of the product. Therefore, the investor/client may not be able to sell the investment in the product on a timely basis, or the investor/client may have to sell the product at a deep discount to its value. 人民幣產品可能沒有一般的交易活動或活躍的二手市場而承受流通風險，有些人民幣產品是設有最短投資期，以及提早贖回或終止的罰款或收費。因此，投資者/客戶或不能即時出售有關產品，又或投資者/客戶可能要以極低價出售。

**(d) Investment / market risk 投資風險/市場風險**

Like any investments, renminbi products are subject to investment risk and may not be principal protected i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product. This means that the investor/client may suffer a loss even if renminbi appreciates. 跟所有投資一樣，人民幣產品須面對投資風險，並且可能不保本。即產品內的投資或相關資產的價格可升可跌，而導致產品可能賺取收益或招致損失。因此，即使人民幣升值，投資者/客戶亦可能須承受虧損。

**(e) Issuer / counterparty risk 發行人/交易對手風險**

Renminbi products are subject to the credit and insolvency risks of their issuers. Furthermore, as a renminbi product may invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the renminbi products and result in substantial losses. 人民幣產品須面對發行人的信貸風險及無力償債風險。由於人民幣產品亦可能投資於衍生工具，投資者/客戶亦須承受衍生工具發行人違約的風險。這些風險可能對產品的回報有負面影響，更可能構成重大損失。

**12. GENERIC RISKS ASSOCIATED WITH OTC DERIVATIVE TRANSACTIONS 與場外衍生工具交易有關的一般風險**

OTC derivative transactions, like other financial transactions, involve a variety of significant risks. The specific risks presented by a particular OTC derivative transaction necessarily depend upon the terms of the transaction and your circumstances. In general, however, all OTC derivative transactions involve some combination of market risk, credit risk, funding risk and operational risk. 正如其他金融交易一樣，場外衍生工具交易涉及一系列重大風險。與特定場外衍生工具交易相關的具體風險必然取決於交易條件及閣下所處情況。不過整體而言，所有的場外衍生工具交易都或多或少涉及市場風險、信貸風險、融資風險以及操作風險。

- (a) Market risk is the risk that the value of a transaction will be adversely affected by fluctuations in the level or volatility of or correlation or relationship between one or more market prices, rates or indices or other market factors or by illiquidity in the market for the relevant transaction or in a related market. 市場風險是指由於一個或多個市場價格、利率或指數或者其他市場因素之波動或其等間的關聯性關係，或者由於相關交易市場或關聯市場流通性不足，從而導致相關交易價值受到不利影響的風險。
- (b) Credit risk is the risk that a counterparty will fail to perform its obligations to you when due. 信貸風險是指相關交易對手無法按時向閣下履行責任的風險。
- (c) Funding risk is the risk that, as a result of mismatches or delays in the timing of cash flows due from or to your counterparties in OTC derivative transactions or related hedging, trading, collateral or other transactions, you or your counterparty will not have adequate cash available to fund current obligations. 融資風險是指在場外衍生工具交易或相關對沖、貿易、抵押或者其他交易當中，由於閣下的交易對手的資金流動時機出現錯配或延誤，從而導致閣下或者閣下的交易對手沒有足夠的現金履行責任的風險。
- (d) Operational risk is the risk of loss to you arising from inadequacies in or failures of your internal systems and controls for monitoring and quantifying the risks and contractual obligations associated with OTC derivative transactions, for recording and valuing OTC derivative and related transactions, or for detecting human error, systems failure or management failure. 操作風險是指由於閣下用作監控及量度與場外衍生工具交易相關風險及合約責任、用作記錄及評估場外衍生工具及相關交易，或者用作監察人為錯誤、系統故障或管理不善的內部系統及控制措施存在缺陷或者出現故障，從而導致閣下蒙受損失的風險。

There may be other significant risks that you should consider based on the terms of a specific transaction. Highly customised OTC derivative transactions in particular may increase liquidity risk and introduce other significant risk factors of a complex character. Highly leveraged transactions may experience substantial gains or losses in value as a result of relatively small changes in the value or level of an underlying or related market factor. Because the price and other terms on which you may enter into or terminate an OTC derivative transaction are individually negotiated, these may not represent the best price or terms available to you from other sources. 因應相關交易條款，閣下可能仍需考慮其他重大風險。其中，高度地按客戶意思而訂立的場外衍生工具交易可能會增加流通風險並帶來其他較為複雜的重大風險因素。就高槓效應交易而言，其指定或相關市場因素若有輕微波幅，則可能會導致相關高槓桿效應之交易出現重大的價值損益。

In evaluating the risks and contractual obligations associated with a particular OTC derivative transaction, you should also consider that an OTC derivative

transaction may be modified or terminated only by mutual consent of the original parties and subject to agreement on individually negotiated terms. Accordingly, it may not be possible for you to modify, terminate or offset your obligations or your exposure to the risks associated with a transaction prior to its scheduled termination date. 由於閣下訂立或終止場外衍生工具交易的價格及其他條件是個別議定，其等可能不是閣下可於其他途徑可獲得之最佳價格或條件。在評估個別場外衍生工具交易有關的風險及其合約責任時，閣下亦須考慮到，該場外衍生工具交易可能須得到原先合約雙方一致同意之後方可能修訂或終止，同時該場外衍生工具交易亦必須受到相關合約條款之約束。因此，閣下在預定終止日期之前可能無法修改、終止或抵消閣下就相關交易所承擔之責任或者所面對之風險。

Similarly, while market makers and dealers generally quote prices or terms for entering into or terminating OTC derivative transactions and provide indicative or mid-market quotations with respect to outstanding OTC derivative transactions, they are generally not contractually obligated to do so. In addition, it may not be possible to obtain indicative or mid-market quotations for an OTC derivative transaction from a market maker or dealer that is not a counterparty to the transaction. Consequently, it may also be difficult for you to establish an independent value for an outstanding OTC derivative transaction. You should not regard your counterparty's provision of a valuation or indicative price at your request as an offer to enter into or terminate the relevant transaction at that value or price, unless the value or price is identified by the counterparty as firm or binding. 同樣地，雖然市場作價者及交易商一般會提供訂立或終止場外衍生工具的價格或條件，以及會就未完成的場外衍生工具交易提供指示性或中期市場報價，但一般來說，他們並沒有合約性責任約束其等必須提供上述價格、條件或報價。此外，如果某一市場作價者或交易商並非相關交易對手，就可能無法向其取得場外衍生工具交易的指示性或中期市場報價。因此，閣下可能難以確立未完成場外衍生工具交易的獨立價值。閣下不應將交易對手因應閣下要求而提供的估價或指示性價格視為以該價格訂立或相關交易之要約，除非有關價值或價格經已由交易對手確認並承認其具有約束力。

The above does not purport to disclose all of the risks and other material considerations associated with OTC derivative transactions. You should not construe this generic disclosure statement as business, legal, tax or accounting advice or as modifying applicable law. You should consult your own business, legal, tax and accounting advisers with respect to proposed OTC derivative transactions and you should refrain from entering into any OTC derivative transaction unless you have fully understood the terms and risks of the transaction, including the extent of your potential risk of loss. 以上所述並非旨在披露與場外衍生工具交易有關的所有風險及其他考慮因素。閣下不應將此一般披露聲明視為商業、法律、稅務或會計建議或者視為對相關法例之修訂。閣下應當就擬定進行的場外衍生工具交易自行諮詢閣下的商業、法律、稅務或會計顧問之意見；除非閣下經已完全明白相關交易的條件及風險，包括閣下可能蒙受損失之風險水平，否則閣下不應參與任何場外衍生工具交易。

#### 12.1 Risk of Trading on OTC Trading Planforms 於場外交易場交易的風險

The Client should only undertake trading on the over-the-counter ("OTC") trading planforms designated by the SEAZEN RESOURCES SECURITIES, such as PhillipMart ("Designated Trading Planforms") if the Client understands the nature of such trading and such trading facilities and the extent of the Client exposure to the risks. 客戶必須了解場外交易的性質、交易設施及客戶可承擔的風險程度，才可利用新城晉峰證券指定的場外交易場，例如輝立交易場("指定的場外交易場")進行交易。

By trading on Designated Trading Planforms, the Client is exposed to the credit, settlement, and other risks of the counterparty to the relevant OTC transactions, including (but not limited to) transactions of new issue of securities before their listing on SEHK and any Foreign Stock Exchange. Settlement of the relevant transactions is not guaranteed and the Client will be responsible for any losses or expenses resulting from the Client and/or the counterparty's settlement failures. 客戶在指定的場外交易場進行交易須承擔相關場外交易(包括但不限於新發行證券在聯交所及任何聯交所以外交易所上市前的交易)的信貸、結算及交易對手的其他風險。新城晉峰證券不能保證相關證券交易可以成功結算，客戶須承擔因客戶及/或客戶的交易對手無法結算所招致的任何虧損或開支。

Trades executed on Designated Trading Planforms may be cancelled and void if that particular securities subsequently fails to list on SEHK and any Foreign Stock Exchange. 如個別證券其後無法在聯交所及任何聯交所以外交易所上市，在指定的場外交易場執行的交易可能會取消或成為無效。

The Client's order may only be partially executed, or not at all, as a result of the lower liquidity in trading on Designated Trading Planforms as compared to regular market hours of SEHK and any Foreign Stock Exchange. There may also be greater volatility in trading on Designated Trading Planforms than in regular market hours of SEHK and any Foreign Stock Exchange. The lower liquidity and higher volatility in trading on Designated Trading Planforms may then result in wider than normal spreads for a particular type of securities. 如果在指定的場外交易場交易的流通性相對聯交所及任何聯交所以外交易所之正常交易時間為低，客戶的指示可能只有部份會被執行或全部未能執行。此外，在指定的場外交易場交易的波幅亦可能較聯交所及任何聯交所以外交易所之正常交易時間為高。在指定的場外交易場交易的流通性較低及波幅較高的情況下，可能導致個別證券種類的買賣差價較正常闊。

The prices of securities traded on Designated Trading Planforms may differ significantly from their opening or traded prices transacted during the regular market hours upon the listing of the securities on SEHK and any Foreign Stock Exchange. The prices displayed on Designated Trading Planforms may not reflect the prices in other concurrently operating automated trading systems dealing in the same securities. 在指定的場外交易場交易的證券價格，可能與證券在聯交所及任何聯交所以外交易所上市後在正常交易時間交易的開市或交易價格出現重大差距。指定的場外交易場顯示的證券價格可能無法反映相同證券於其他同時運作的自動化交易系統交易的價格。

News announcements made by the issuers may affect the price of their securities after regular market hours. Similarly, important financial information is often announced outside regular market hours. In trading on Designated Trading Planforms, these announcements may occur during trading and may cause an exaggerated and unsustainable effect on the price of a particular type of securities. 發行人發表的新聞公告可能會影響證券在正常交易時間後的價格。同樣地，重要財務資料通常會在正常交易時間以外發表。此等公告可能會在指定的場外交易場進行交易期間發放，並會導致個別證券種類的價格被誇大及產生不能持續的影響。

CIRCULAR RELATING TO PERSONAL DATA (PRIVACY) ORDINANCE 有關個人資料(私隱)條例的客戶通知

- 1) As a client (the “Client”) of SEAZEN RESOURCES SECURITIES LIMITED (the “SEAZEN RESOURCES SECURITIES”), it is necessary from time to time for the Client to supply his/her personal data (“Personal Data”), within the meaning ascribed in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (the “Privacy Ordinance”) to SEAZEN RESOURCES SECURITIES or its Associates when opening or continuation of accounts, or in the establishment, continuation or provision of investment, dealing or related services. 作為新城晉峰證券有限公司(「新城晉峰證券」)之客戶(「客戶」)，當申請開立或延續戶口或建立、延續或提供投資、交易或相關服務時，需不時向新城晉峰證券或其聯營公司提供有關之個人資料(「個人資料」)，按《個人資料(私隱)條例》(香港法例第 486 章)(「私隱條例」)所賦予之定義。
- 2) Failure to supply Personal Data may result in SEAZEN RESOURCES SECURITIES being unable to open or continue accounts or establish, continue or provide investment, dealing or related services. 若未能向新城晉峰證券提供有關資料，將會導致新城晉峰證券無法開立或延續戶口或建立、延續或提供投資、交易或相關服務。
- 3) Personal Data may also be collected in the ordinary course of continuation of the business relationship with SEAZEN RESOURCES SECURITIES. 個人資料將可能在與新城晉峰證券的正常業務往來過程中被收集。
- 4) Subject to the provisions of the Privacy Ordinance, any Personal Data may be used for the following purposes: 資料將可能用於下列用途：
  - (a) the daily operation of the services provided to the Client; 為提供服務給客戶之日常運作
  - (b) conducting credit checks; 作信貸檢查
  - (c) ensuring ongoing credit worthiness of the Client; 確保客戶之信用維持良好
  - (d) marketing investment, dealing or related services or products (please see further details in clause 6 below); 宣傳投資、交易或相關服務或產品(進一步詳情請參閱下文第 6 款)
  - (e) supporting any statements made in any documents in connection with the services of SEAZEN RESOURCES SECURITIES; 支援新城晉峰證券在有關服務上作出之任何文件內之任何聲明；
  - (f) assisting other relevant parties, professionals, institutions or relevant regulatory authorities to verify certain facts in connection with the services of SEAZEN RESOURCES SECURITIES; 協助其他有關第三者、專業人員、機構及有關監管機構確認某些新城晉峰證券在有關服務上之事實；
  - (g) to comply with any court orders, law, rules, regulations, codes of practice, guidelines or requests, including without limitation to make disclosures of your data to regulators, governmental bodies, tax authorities or industry recognized bodies such as exchanges, fiscal and monetary authorities, securities and banking associations and credit reference agencies, all of which may be within or outside Hong Kong; 為遵守任何法院命令，法律，法規，規章，規範守則，指引或請求，包括但不限於向監管機構，政府機構，稅務機關或行業公認的機構，如交易所，財政和貨幣機構，證券及銀行機構以及信貸資料服務機構，披露閣下的資料，上述情況包括香港境內或境外；
  - (h) to comply with any obligations, requirements or arrangements that SEAZEN RESOURCES SECURITIES has or may have in the future with local or foreign regulatory or tax authorities, whether imposed by law or assumed by them for the protection of their financial, commercial business or other legitimate interests in or related to such jurisdictions, including but not limited to compliance with obligations binding on SEAZEN RESOURCES SECURITIES pursuant to arrangements in relation to the Foreign Account Tax Compliance Act of the United States of America (“FATCA”) 為遵守任何於本地或外國監管機構或稅務機關中新城晉峰證券已經或有可能在未來承擔的義務，要求或安排，不論是基於法律所規定的或為保護我們在該等或與之相關的司法管轄區之金融，商業營運或其他合法權益而承擔的，包括但不限於遵守新城晉峰證券因應美國海外帳戶納稅法案(“FATCA”)的安排而承擔的義務；
  - (i) for establishing whether you are a citizen of the United States, resident of the United States for its federal income tax purposes or otherwise subject to tax in the United States and/or to substantiate whether your account has US status for the purposes of FATCA; and 為確定閣下是否是一名美國公民，美國聯邦所得稅所指的美國居民，或需以其他方式支付美國稅收，和／或根據 FATCA 的定義去確定閣下的帳戶是否美國帳戶；及
  - (j) meeting the requirements to make disclosures under the requirements of any laws and/or regulations binding on SEAZEN RESOURCES SECURITIES; 根據新城晉峰證券須遵守之有關法例及／或條例要求作出披露；
  - (k) forming part of the records of the recipient of the data as to the business carried on by it; and 組成接收資料者所經營業務的紀錄的一部分；及
  - (l) any other purposes relating to or incidental to any of the above 與上述有關或隨附之其他用途。
- 5) SEAZEN RESOURCES SECURITIES will keep Personal Data confidential but SEAZEN RESOURCES SECURITIES may provide Personal Data to the following persons in furtherance of the purposes set in the above paragraph (4): 新城晉峰證券會把個人資料保密，但為達至上述第(4)段所述的用途，新城晉峰證券可能會把有關資料提供給：
  - (a) any agent or third party service provider who provides services to SEAZEN RESOURCES SECURITIES in connection with the operation of its business; 任何中間人，或提供與新城晉峰證券業務運作有關服務之第三者服務供應人；
  - (b) an appropriate person under a duty of confidentiality to SEAZEN RESOURCES SECURITIES including any Broker Group Company which has undertaken to keep such information confidential; 任何對新城晉峰證券有保密責任之適當人仕，包括對新城晉峰證券有保密資料承諾的新城晉峰證券關聯公司；

- (c) any person or institution with which the Client has or proposes to have dealings; 任何與閣下已有或建議有交易之人仕及機構;
- (d) credit reference agencies and debt collection agencies (in the event of default payment); 信貸諮詢機構及(發生拖欠付款時)收數公司;
- (e) any regulatory authorities or exchanges which relate to or govern any business of SEAZEN RESOURCES SECURITIES or its Associates; 任何管治或與新城晉峰證券或其聯營公司的業務有關的監管機構及交易所;
- (f) any assignee, transferee, delegate, successor or person to whom the account of the Client is transferred and the authorised person of the Client; and 任何承讓人、受讓人、代表、繼承人或獲轉讓有關帳戶之人士及授權人士; 及
- (g) any of SEAZEN RESOURCES SECURITIES's actual or proposed assignee or participant or sub-participant or transferee. 任何新城晉峰證券之實在或建議受讓人或參與人或附屬參與人或受讓人。
- (h) any exchange, entity, agency, regulatory or government body in any jurisdiction (whether within or outside Hong Kong) if required by law or pursuant to any court orders, rules or regulations to which SEAZEN RESOURCES SECURITIES is subject. In such cases, SEAZEN RESOURCES SECURITIES is usually under a duty of secrecy and will not be able to notify a customer or seek his/her consent in relation to such release of information. 新城晉峰證券必須符合任何司法管轄區(無論在香港或香港以外)的有關法律、法庭指令或監管條例或規則的要求下: 任何交易所、實體、代理人、監管或政府機構。通常在此情況下, 新城晉峰證券須要遵守保密責任而將不能通知客戶或在徵求客戶的同意後才向上述人士披露有關資料。
- 6) Use of Data in Direct Marketing 使用資料做直接促銷
- SEAZEN RESOURCES SECURITIES intends to use the client's personal data in direct marketing and we require the client's consent (which includes an indication of no objection) for that purpose. The specific requirement regarding your consent (which includes an indication of no objection) is introduced in Part VIA of the Personal Data (Privacy) Amendment Ordinance 2012. In this connection, please note that: 新城晉峰證券擬使用客戶的資料作直接促銷, 為此新城晉峰證券須取得客戶的同意(包括表示不反對)。2012年《個人資料(私隱)(修訂)條例》第VIA部引入關於取得客戶同意的具體要求(包括表示不反對)。就此, 請客戶注意:
- (a) the client's name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by SEAZEN RESOURCES SECURITIES from time to time may be used by SEAZEN RESOURCES SECURITIES in direct marketing; 新城晉峰證券不時持有的客戶的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行為、財務背景及統計數據可由新城晉峰證券用於直接促銷;
- (b) the following classes of services, products and subjects may be marketed 可用作促銷下列類別的服務、產品及標的:
- (i) securities, futures, foreign exchange, mutual funds/unit trusts, bonds, derivatives, insurances, mandatory provident fund schemes, commodities, investment, asset management, capital investment entrant scheme and related services and products 證券、期貨、外匯、基金/單位信託、債券、衍生產品、保險、強積金、商品、投資、資產管理、投資移民及相關服務和產品;
  - (ii) reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred to in paragraph b(i) above 有關上文第(b)(i)款所述促銷標的類別的獎賞、年資獎勵或優惠計劃;
  - (iii) services and products offered by SEAZEN RESOURCES SECURITIES or its Associates's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be) in relation to the class of marketing subjects as referred to in paragraph b(i) above; and 由新城晉峰證券或其聯營公司提供有關上文第(b)(i)款所述促銷標的類別的服務和產品(有關服務和產品(視屬何情況而定)的申請表格上會提供該等聯營夥伴的名稱); 及
  - (iv) donations and contributions for charitable and/or non-profit making purposes 為慈善及/或非牟利目的而作出之捐款及資助;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by SEAZEN RESOURCES SECURITIES and/or 上述服務、產品及標的可由新城晉峰證券及/或下述人士提供或(如涉及捐款及資助)募捐:
- (i) any member of SEAZEN RESOURCES SECURITIES and its Associates 新城晉峰證券及其聯營公司之任何成員公司;
  - (ii) third party financial institutions, insurers, securities, commodities and investment services providers 第三方金融機構、承保人、證券、商品及投資服務供應商;
  - (iii) third party reward, loyalty, co-branding or privileges programme providers 第三方獎賞、年資獎勵、聯營或優惠計劃提供者;
  - (iv) co-branding partners of SEAZEN RESOURCES SECURITIES s and its Associates (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and 新城晉峰證券及其聯營公司之聯營夥伴(有關服務和產品(視屬何情況而定)的申請表格上會提供該等聯營夥伴的名稱); 及
  - (v) charitable or non-profit making organizations 慈善或非牟利組織;
- (d) in addition to marketing the above services, products and subjects itself, SEAZEN RESOURCES SECURITIES also intends to provide the data described in paragraph (a) above to all or any of the persons described in paragraph (c) above for use by them in marketing those services, products and subjects (in respect of which we may or may not be remunerated), and SEAZEN RESOURCES SECURITIES requires your written consent (which includes an indication of no objection) for that purpose 除了自行推廣上述服務、產品及標的外, 新城晉峰證券亦擬將上文第(a)款所述資料提供予上文第(c)款所述的全部或其中任何人士, 以供該等人士在促銷該等服務、產品及標的時使用新城晉峰證券可能就此獲發或不獲發酬金, 而新城晉峰證券須就此用途取得客戶的書面同意(包括表示不反對)。
- (e) If the client does not wish SEAZEN RESOURCES SECURITIES to use or provide to other persons the client's data for use in direct marketing as described 6(a) to (d) above, the client may exercise the opt-out right by notifying SEAZEN RESOURCES SECURITIES in writing. 如客戶不希望新城晉峰證券如上文第 6(a)至(d)款使用客戶的資料或將客戶的資料提供予其他人士作直接促銷用途, 客戶可向新城晉峰證券發出書面通知, 行使客戶的選擇權拒絕促銷。

- 7) The Personal Data may be transferred to any place outside Hong Kong, whether for the processing, holding or use of such data outside Hong Kong, and also to service providers which offer services to any Broker Group Company in connection with the operation of its business. 客戶同意個人資料可轉到香港以外的任何地點 (不論是用作在香港以外處理、持有或使用該等資料)，並同意可轉發給向新城晉峰證券或其聯營公司就其業務經營而提供服務的服務提供者。
- 8) To the extent permitted by law, the Personal Data collected by SEAZEN RESOURCES SECURITIES from time to time may be used and disclosed in accordance with the Data Privacy Policy. 在法律許可的範圍內，客戶同意新城晉峰證券不時收集的個人資料可按照私隱政策的規定使用及披露。
- 9) In accordance with the terms of the Privacy Ordinance, any individual has the right to: 根據私隱條例中之條文，任何人有權：
- (a) check whether SEAZEN RESOURCES SECURITIES holds data about him/her and access to such data; 審查新城晉峰證券是否持有他／她的資料及查閱有關之資料；
  - (b) require SEAZEN RESOURCES SECURITIES to correct any data relating to him/her which is inaccurate; 要求新城晉峰證券改正有關他／她不準確之資料；
  - (c) ascertain SEAZEN RESOURCES SECURITIES's policies and practices in relation to data and be informed of the kind of personal data held by SEAZEN RESOURCES SECURITIES; and 查悉新城晉峰證券對於資料之政策及實際運用及被告知新城晉峰證券持有何種個人資料；及
  - (d) in relation to customer credit, request to be informed which items of personal data are routinely disclosed to credit reference agencies or debt collection agencies, 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. 就客戶信貸而要求獲通知哪項個人資料是例行披露予信貸諮詢機構或收數公司，以及獲提供進一步的資訊以便向有關的信貸諮詢機構或收數公司作出查閱及改正要求。
- 10) In accordance with the Privacy Ordinance, SEAZEN RESOURCES SECURITIES has the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data (when client considers that his/her personal data, supplied by SEAZEN RESOURCES SECURITIES following a data access request, are inaccurate) or for information regarding policies and practices and kinds of data held should be addressed as follows: 根據私隱條例規定，新城晉峰證券有權就處理任何查閱資料之要求收取合理費用，任何關於資料查閱或改正資料 (當客戶認為由新城晉峰證券所提供有關他／她的資料不準確時)或關於資料政策及實際應用或資料種類之要求，應向下列人仕提出：  
**The Privacy Protection Officer** 私隱保護主任  
Seazen Resources Securities Limited 新城晉峰證券有限公司  
Suites 1006-08, ICBC Tower, Three Garden Road, Central, Hong Kong 香港中環花園道三號中國工商銀行大廈 1006-08 室  
Tel No.: 852-3912 6666 電話： 852-3912 6666 / Fax No.: 852-3912 6611 傳真： 852-3912 6611