

1. The Account

帳戶

- 1.1 We confirm that the information provided in the Account Opening Information Form is complete and accurate. We will undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries on us to verify the information provided.
本公司確認「開戶資料」表格所載資料均屬完整及正確。倘該等資料有任何重要變更，本公司將會通知 貴司。本公司特此授權 貴司對本公司的財政信用進行查詢，以核實上述表格所載資料。
- 1.2 You will keep information relating to our Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited (“Exchange”), Hong Kong Securities Clearing Company Limited (“the Clearing House”) and Securities and Futures Commission (“SFC”) to comply with their requirements or requests for information.
貴司將會對本公司帳戶的有關資料予以保密，但 貴司可以根據香港聯合交易所有限公司(“聯交所”)、香港中央結算有限公司(“中央結算”)及證券期貨事務監察委員會(“證監會”)的規定或應其要求，將該等資料提供予聯交所及證監會。
- 1.3 We hereby declare that we are not a United States resident for Foreign Account Tax Compliance Act (FATCA) purposes, and the income to which the said Account(s) related is not subjected to tax under FATCA. We undertake to notify Wellfull Securities Co. Ltd. within 30 days for any change of circumstances stated in the W8BEN Form, without which we agree that the W8BEN Form will be deemed renewed. We shall fully indemnify and hold harmless Wellfull Securities Co. Ltd. from and against all claims, damages, losses, costs and expenses whatsoever incurred as a result of such non-compliance or omission;
本公司謹此聲明其並非(海外帳戶稅收合規法案)下所定義的美國人士，而且此帳戶下之相關的收入依(海外帳戶稅收合規法案) 毋須扣繳稅款。本公司承諾如於 W8BEN 表格中的情況有任何更改，本公司須於三十日內主動通知偉富證券有限公司，否則本公司同意該 W8BEN 表格會被當作續期。本公司亦同意悉數對偉富證明有限公司因本公司違規或遺漏而蒙受的任何索償、損害、損失、費用及開支作出彌補並保證其利益不受損害；
- 1.4 We agree to inform Wellfull Securities Co. Ltd. within 30 days upon any changes in the information of the Self-Certification of Common Reporting Standard status supplied to Wellfull Securities Co. Ltd. We shall fully indemnify and hold harmless Wellfull Securities Co. Ltd. from and against all claims, damages, losses, costs and expenses whatsoever incurred as a result of such non-compliance or omission;
本公司承諾若本公司的共同匯報標準自我證明的狀況資料如有變更，會於三十日內主動通知偉富證券有限公司。本公司亦同意悉數對偉富證券有限公司因本公司違規或遺漏而蒙受的任何索償、損害、損失、費用及開支作出彌補並保證其利益不受損害；
- 1.5 Wellfull Securities Co. Ltd. will request a self-certification and/or other relevant documentation in order to establish our tax residence for automatic exchange of financial account information purposes. If there is any change in circumstances that would affect our tax residence or there is reason for WellFull Securities Co. Ltd. to know that the self-certification is incorrect or unreliable, Wellfull Securities Co. Ltd. reserves the right to request and we have the obligation to provide a new self-certification and/or additional documentation. As account holder of Wellfull Securities Co Ltd, we shall be deemed to acknowledge that further information may need to be provided to Wellfull Securities Co. Ltd. Wellfull Securities Co. Ltd.'s compliance with the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112) and/or guidance may result in gathering, storing, using, and processing our information. Our information may also be disclosed to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region, which is further exchanged with tax authorities of another jurisdiction or jurisdictions in which we may be resident for tax purposes. Where we fail to provide any requested information (regardless of the consequences), WellFull Securities Co. Ltd. reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation to restrict or terminate the operation of the account;
偉富證券有限公司須本公司提供自我證明或其他文件以揭示本公司納稅所在地，以作自動交換財務帳戶資料用途。如本公司因任何情況而影響本公司的納稅所在地，或令偉富證券有限公司有理由相信本公司之自我證明有不正確或不可靠時，偉富證券有限公司保留權利可要求本公司遞交新的自我證明及/或額外文件。作為偉富證券有限公司的帳戶持有人，本公司承諾及同意向偉富證券有限公司提供進一步的資料。偉富證券有限公司為遵守香港(稅務條例)(第 112 章)有關交換財務帳戶資料的法律條文及/或指引，可能導致收集、儲存、使用及處理本公司的資料。本公司的資料亦可向香港特別行政區政府稅務局披露，從而把資料轉交到本公司的居留司法管轄區的稅務當局。如果本公司未能提供任何所要求的資料，偉富證券有限公司保留採取任何補救措施 的權利，包括(但不限於)限制及終止帳戶的運作；
- 1.6 We understand that it is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e.\$10,000);
本公司明白根據(稅務條例)第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性；虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級 (即\$10,000)罰款。

2. Laws and rules

法例及規則

All transactions in securities which you effect on our instructions (“Transaction”) shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on us.

貴司按本公司的指示而進行的一切證券交易(“交易”)，須根據適用於 貴司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。 貴司根據該等法例、規則及指示而採取的所有行動均對本公司具有法律約束力。

3. Transaction

交易

- 3.1 You will act as our agent in effecting Transaction unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal. 除 貴司(在結單或其他確認單據內)註明以自己本身名義進行交易外，貴司將以本公司的代理人身份進行交易。
- 3.2 We will notify you when a sale order relates to securities which we do not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.
倘沽盤是有關非由本公司擁有的證券，即涉及賣空交易，本公司將會通知 貴司，以便符合證券及期貨條例第 170 條。
- 3.3 On all Transaction, we will pay your fee, commissions, charges and disbursements incurred by you, as notified to us, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account.
本公司會就所有交易支付 貴司通知本公司的佣金和所有收費；繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費，並繳納所有有關的印花稅。 貴司可以從帳戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。
- 3.4 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on our behalf to settle the Transaction, we will 就每一宗交易，除另有協議外或除非 貴司已代表本公司持有現金或證券以供交易交收之用，否則本公司將會在 貴司就該項交易通知本公司的期限之前，
- pay you cleared funds or deliver to you securities in deliverable form or
向 貴司交付可即時動用的資金或可以交付的證券，或
 - otherwise ensure that you have received such funds or securities
以其他方式確保 貴司收到此等資金或證券。
 - by such time as you have notified us in relation to that Transaction. If we fail to do so, you may
倘本公司未能這樣做， 貴司可以
 - in the case of a purchase transaction, sell the purchased securities and
(如屬買入交易)出售買入的證券；及

- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
(如屬賣出交易)借入及/或買入證券以進行交易的交收。
- 3.5 We will be responsible to you for any losses and expenses resulting from our settlement failures.
本公司將會負擔 貴司因本公司未能進行交收而引起的任何損失及開支。
- 3.6 We agree to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against us) at such rates and on such other terms as you have notified us from time to time.
本公司同意就所有逾期未付款項(包括對本公司裁定的欠付債務所引起的利息)，按 貴司不時通知本公司的利率及其他條款支付利息。
- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, we shall not be responsible to you for the costs of such purchase.
就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致 貴司須買入證券進行交收，本公司毋須為買入該等證券的費用向閣下負責。

4. Safekeeping of Securities

證券的保管

- 4.1 Any securities which are held by you for safekeeping may, at your discretion
寄存 貴司妥為保管的任何證券，貴司可以酌情決定：-
- in the case of registrable securities, be registered in our name or in the name of your nominee; or
(如屬可註冊證券)以本公司的名義或以 貴司的代理人名義登記；或
 - be deposited in safe custody in a designated account with the Clearing House or your bankers or with any other institution approved by the SFC, which provides facilities for the safe custody of documents. In the case of securities in Hong Kong Special Administrative Region, such institution shall be acceptable to the SFC as a provider of safe custody services.
存放於 貴司在中央結算、往來銀行或其他經由證監會提供文件保管設施的機構內所特定的帳戶妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。
- 4.2 Where securities are not registered in our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to our Account or paid or transferred to us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, we shall be entitled to the same share of the benefits arising on the holding as our share of the total holding.
倘證券未以本公司的名義登記，貴司於收到該等證券所獲派的任何股息或其他利益時，須按本公司與 貴司的協議存記入本公司的帳戶或支付予或轉賬予本公司。倘該等證券屬於 貴司代客戶持有較大數量的同一證券的一部份，本公司有權按本人所佔的比例獲得該等證券的利益。
- 4.3 You do not have our written authority under section 148 of the Securities and Futures Ordinance to:-
本公司(等)並無根據【證券及期貨條例】第 148 條以書面授權 貴司：
- deposit any of our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system,
將本公司的任何證券存放在銀行業機構，作為 貴司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行 貴司在結算系統下之責任的抵押品；
 - borrow or lend any of our securities, and/or
借貸本公司的任何證券；及
 - otherwise part with possession (except to us or on our instructions) of any of our securities for any purpose.
基於任何目的以其他方式放棄本公司的任何證券之持有權(交由本公司持有或按本公司的指示放棄持有權除外)。
- 4.4 You are not bound to deliver securities belonging to us bearing serial numbers identical with those transferred to us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.
貴司不須交回本公司的證券，其編號須與轉讓予本公司的證券編號相符，只要該等證券是同類型，而值相等及其權益與原本轉讓予本公司的證券相同，當然除了受其間資本重組另有規定外。

5. Moneys in the Account

帳戶中的款項

- 5.1 Any cash held for us, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or to us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. Subject to mutual agreement between the parties hereto, no interest is payable.
除了 貴司收取本公司的現金作為交易的交收之用或轉付予本公司之外，否則代本公司保管的現金須依照適用法律不時的規定，應存放於一家持牌銀行所開立的一個客戶信託帳戶內。根據有關方面共同協議而無須支付利息。
- 5.2 Payment to the Account shall constitute payment to us for all purposes
貴司支付入帳戶的款項得作為達到對本公司款項支付的目的。

6. Set-Off, Lien and Combination of Account

帳戶的抵銷，留置和合併

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

在不影響一般留置權的情況下及除一般留置權、抵銷權或貴司在法律上及依據本協議擁有的其他同類權利外，貴司持有本公司的所有證券、應收款項、現金和本公司(由本公司個人或與他人共同持有)的其他財產在任何時候均受制於貴司擁有的一般留置權，以此作為賠償和清償客戶因交易或其他緣故引致而欠貴司及其聯營公司的債務的連續擔保。

7. Discretionary Account

委託帳戶

In the event that we maintain and continue to operate a discretionary account with you, we hereby authorize you or your employee (who must be a registered person) so designated by you, to effect Transaction on our behalf on terms herein at your absolute discretion and at our own risk and that we shall confirm to you in writing on an annual basis whether we wish to specifically revoke your authority in this regard even in the absence of your notification to us for renewal.

若是本公司在 貴司保留及持續操作一個委託帳戶，本公司茲授權予 貴司或 貴司指定的職員(他應是一位註冊人)全權負責替本公司依照現金客戶協議書作出證券買賣，損失由本公司負責。而本人將每年用書信確認這授權是否被取銷，甚至乎不需 貴司通知需否再續。

8. Miscellaneous

一般規定

- 8.1 If you fail to meet your obligations to us pursuant to this Agreement, we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.
倘 貴司沒有依照本協議書的規定履行對本公司的責任，本公司有權向根據【證券及期貨條例】成立的賠償基金索償，惟須受賠償基金不時的條款制約。

- 8.2 We confirm that we have read and agree to the terms of this Agreement which have been explained to me/us in a language (English or Chinese) that we understand.
本公司確認本公司已詳閱並同意本協議書的條款，而且該等條款已經以本公司明白的語言(英文或中文)向本人解釋。
- 8.3 We acknowledge that decision regarding the Transaction are made by us at our discretion and risk and without reliance on any advice from you. You shall not owe us any duty to advise on the merits or suitability of any Transaction.
本公司承認所有證券買賣全由本公司決定及承擔風險，並沒有依賴 貴司的意見。 貴司並無責任向本公司提供各證券買賣的利好性或適合性。
- 8.4 We hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on us, unless we object to in writing within such period of time as may be specified by you from time to time.
本公司在收到有關該帳戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若本公司沒有在 貴司不時規定的期間之內以書面提出異議，則該日結單、執行買賣報告及月結單或另類方式通知成為不可推翻，並對本公司有約束力。
- 8.5 If we enter into Transaction in securities in a currency other than Hong Kong dollar currency, we shall reimburse your exchange loss (if any) and bank charges fully on demand for all expenses incurred by you on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction.
若本公司用非香港貨幣進行證券買賣，本公司須按 貴司的通知，即時支付 貴司的外匯兌換損失(如有)及銀行服務費及任何因找換外匯成香港貨幣所引致的其他用費，找換外匯是以當日有關交易的外匯匯率計算。

9. Liability and Indemnity 責任及彌償

- 9.1 Neither you nor any of your directors, officers, employees or agents shall be liable to us for any direct, indirect or consequential loss or damage suffered by me/us arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from your fraud, grossly negligence or wilful misconduct as proved.
貴司或 貴司的任何董事、行政人員、僱員或代理人，均不需負責因本公司或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害，除非此等損失或損害是得到証實是上述人士之欺詐、嚴重疏忽或故意失當行為而引起者。
- 9.2 We undertake to keep you and your directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by you arising out of anything done or omitted pursuant to any instructions given by us or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which you may have.
本公司承擔彌償 貴司董事、高級人員、僱員及代理人根據本公司指示處理在本協議書範圍內的交易或任何任務而招致的所有針對 貴司及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訟費及費用、而並不影響 貴司可行使的留置權、抵銷權利或其他權利。

10. Material Changes 重要變化

We hereby undertake to inform you in writing of any material changes in our Account Opening Information and you shall also undertake to inform us in writing of any material changes in your corporate particulars registration status, nature of services available, corporate management and your business which may affect your services to us.
本公司承諾用書信通知 貴司本公司開戶資料的重要變化，而 貴司亦承諾用書信通知本公司有關 貴司會影響對本公司服務的公司資料，在證監會的註冊身份，可提供客戶的服務、酬勞費用及業務等變化。

11. Data (Privacy) 個人資料(保密)

Whilst we expect you to keep confidential all matters relating to the Account, we hereby expressly authorize you to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.
雖然本公司預期 貴司將予該帳戶有關之事情保密，本公司謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求， 貴司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

12. Risk Disclosure Statement 風險披露聲明書

- 12.1 We hereby acknowledge:
本公司明白：
- (1) that in respect of securities trading, we understand that the prices of securities can and does fluctuate sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;
證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，本公司願意承擔此等風險。
 - (2) that in respect of trading Growth Enterprise Market (GEM) stocks, we understand
 - (i) that such trading involve a high investment risk and, in particular, companies may list on GEM with neither a track record or profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that we shall make the decision to invest only after due and careful consideration;
本公司瞭解此等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上市。創業板股份可能非常波動及流通性很低。本公司會在審慎及仔細考慮後，才作出有關的投資決定；
 - (ii) that the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;
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；
 - (iii) that the current information on GEM stocks may only be found on the internet website operated by the Exchange and 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操作的互聯網網站上找到。創業板上上市公司一般無須在憲報指定的報章刊登付費公告；
 - (iv) that we should seek independent professional advice if we 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;
假如本公司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) that there may be risks in leaving assets in your safekeeping, for example, if you are holding our assets and you become insolvent, we may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possible be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall and these are risks that we are prepared to accept;
存放款項或其他財產與 貴司保管可能存在風險，若是 貴司持有該款項或財產而無力償債時，本公司將有被延誤回收該等款項或財產，可能須受限於具體法例規定或當地的規則（若是存放在香港以外），而當地法例或規則不同於香港法章 571 的證券及期貨條例，只可收回按比例分配得來的款項或其他財產；

- (4) that there may be risk in providing you with an authority to hold mail or direct our mail to third parties and that it is important for us to promptly collect in person all execution reports, daily and/or monthly statements of our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner;
若授權 貴司，允許他人代存郵件或將郵件轉交予第三方，那麼本公司便須盡速親身收取所有關於帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤；
- (5) that in respect of trading Nasdaq-Amex securities at the Exchange, we understand that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that we shall consult our licensed or registered person and become familiarised with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and
有關聯交所買賣納斯達克，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。本公司在買賣該項試驗計劃的證券之前，會先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。本公司知悉，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；及
- (6) We understand as if a non-mainland PRC investor who holds a local currency other than RMB, we will be exposed to currency risk if invest in RMB equity
Products. We will incur currency conversion costs, being the spread between buying and selling RMB, when we convert between my/our local currency and RMB during the purchase and sale of an RMB equity product. Moreover, RMB is still not freely convertible in Hong Kong. We may not be able to convert RMB at our preferred time and/or in the preferred amount or at all, which may lead to investment losses. As RMB equity products are traded and settled in RMB, they are exposed to exchange rate risk. We may not receive the same amount of HKD when we sell the products due to the spread between buying and selling RMB. In general, RMB equity products are exposed to the usual kind of default risks that might be associated with equity products denominated in other currencies. RMB equity products exposed to the mainland China market are particularly subject to risks that may arise from the relevant market/industry/sector in mainland China.
市場投資氣氛於招股期間可能出現重大變化，新股或會於開始買賣首日即跌破招股價。即使人民幣相對港元或其他貨幣升值，投資時亦可能遭受損失。本公司明白持有人民幣以外本幣的非內地投資者，其在投資人民幣股票產品時將面臨貨幣風險。在買賣人民幣股票產品時，需進行本幣及人民幣之轉換，將會產生貨幣轉換成本，即人民幣買入價格及賣出價格之間的差額。本公司瞭解人民幣現時仍不能在香港自由兌換，投資者可能無法在預期時間內轉換預期數量，從而帶來投資損失。由於以人民幣交易和結算，本公司清楚人民幣股票產品存在匯率風險。投資者在賣出此類產品時也不一定能夠獲得同樣金額的港元。一般而言，人民幣股票產品同樣面臨可能與其他貨幣計價股票產品相關的常見違約風險。涉及中國大陸市場的人民幣股票產品尤其受制於可能來自大陸相關市場/產業/領域的風險。
- (7) that before we begin to trade, we should obtain a clear explanation of all commission, fees and other charges for which we will liable, since these charges will affect our net profit (if any) or increase our loss.
在開始交易之前，本公司先要清楚瞭解本公司必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本公司可獲得的淨利潤(如有)或增加本公司的虧損。
- (8) “If you (the intermediary) solicit the sale of or recommend any financial product to we (the client), the financial product must be reasonably suitable for we having regard to our financial situation investment experience and investment objectives. No other provision of this agreement or any other document you may ask we to sign and no statement you may ask we to make derogates from this clause.”
“假如貴司向本公司招攬銷售或建議任何金融產品，該金融產品必須是貴司經考慮本公司的財務狀況，投資經驗及投資目標後而認為合理地適合本公司的。本協議的其他條文或任何其他貴司可能要求本公司簽署的文件及貴司可能要求本公司作出的聲明概不會減損本條款的效力。”

13. Events of Default 違約事件

13.1 Any one of the following events shall constitute an event of default (“Event of Default”):

下列任何一件事件均構成違約事件(「違約事件」):

- (i) the company’s failure to pay any deposits or any other sums payable to the licensed corporation or submit to the any documents or deliver any Securities to the licensed corporation hereunder, when called upon to do so or on due date;
本公司無法按照貴司要求支付或逾期未能向貴司支付任何存款或應支付款項、或未能向貴司提交任何文件或任何證券;
- (ii) default by the company 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;
本公司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;
- (iii) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the company;
本公司已被提出破產呈請、清盤呈請、或針對客戶的類似法律程式已開始;
- (iv) any representations or warranty made by the company to the licensed corporation in this Agreement or in any document being or becoming incorrect or misleading;
本公司在本協議或任何文件中向貴司作出的任何陳述或保證不正確或誤導;
- (v) the occurrence of any event which, in the sole opinion of the licensed corporation, might jeopardise any of its rights under this Agreement
貴司認為發生了可能危及貴司在本協議所擁有權利的任何事件。

13.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the licensed corporation may have against the company and without further notice to the company, the licensed corporation shall be entitled to:

如果發生違約事件，在無損貴司的其他權利或貴司向本公司獲得的權利，及無需進一步通知客戶的情況下，貴司有權採取以下行動:

- (i) immediately close the Account;
立即結束帳戶;
- (ii) terminate all or any part of this Agreement;
終止本協議的全部或任何部分;
- (iii) Cancel any or all outstanding orders or any other commitments made on behalf of the company;
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;
- (iv) Dispose of any or all Securities held for or on behalf of the company and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the licensed corporation including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the licensed corporation in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
處置代表本公司持有的任何或所有證券，並用所得收益以及本公司的任何現金存款償還欠貴司未清餘款，包括貴司轉讓或賣出本公司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；
- (v) borrow or buy any Securities required for delivery in respect of any sale effected for the company and
就代本公司進行的任何出售，借入或購買交收所需的任何證券；及
- (vi) Combine, consolidate and set-off any or all accounts of the company in accordance with Clause 6.
All amounts due or owing by the company to the licensed corporation under this Agreement shall immediately become due and payable if an Event of Default occurs.

根據條款第 6 條，合格、整理和抵銷本公司的任何或所有帳戶。

如果違約事件發生，根據本協議本公司欠貴司的所有到期或欠下的款項將立即到期付款並須立繳交。

Trading of exchange-traded derivative products such as Callable Bull/Bear Contracts (CBBC), Derivative Warrants, Synthetic Exchange-Traded Fund (Synthetic ETF) involve significant risks. It is crucial for investors to fully understand the risks and consequences involved in trading these exchange-traded derivative products before you trade them.

買賣交易所買賣之衍生產品例如牛熊証、衍生權證、綜合複製策略的交易所買賣基金(合成ETF)涉及顯著風險。投資者在就交易所買賣衍生產品進行交易前，應審慎閱讀及完全明白買賣該等衍生產品涉及之風險及後果。

General major risks of trading exchange-traded derivative products include but are not limited to the following:

買賣交易所買賣之衍生產品的一般主要風險包括但不限於下列各項：

Issuer Default Risk 發行人失責風險

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

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

Uncollateralized Product Risk 非抵押產品風險

Uncollateralized derivative products are not asset backed. In the event of issuer bankruptcy, investors can lose their entire investment. Investors should read the listing documents to determine if a product is uncollateralized.

非抵押衍生產品並沒有資產擔保。倘若發行人破產，投資者可以損失其全數投資。要確定產品是否非抵押，投資者須細閱上市文件。

Gearing Risk 槓桿風險

Derivative products are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of such derivative products may fall to zero resulting in a total loss of the initial investment.

衍生產品是槓桿產品，其價值可按相對相關資產的槓桿比率而快速改變。投資者須留意，衍生產品的價值可以跌至零，屆時當初投資的資金將會盡失。

Expiry Considerations 有效期的考慮

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

衍生產品設有到期日，到期後的產品即一文不值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

Extraordinary Price Movements 特殊價格移動

The price of a derivative product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

衍生產品的價格或會因為外來因素(如市場供求)而有別於其理論價，因此實際成交價可以高過亦可以低過理論價。

Liquidity Risk 流通量風險

The Stock Exchange of Hong Kong Limited requires all derivative product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfil its role, investors may not be able to buy or sell the derivative product until a new liquidity provider has been assigned.

香港聯合交易所有限公司規定所有衍生產品發行人要為每一隻個別產品委任一名流通量提供者。流通量提供者的職責在為產品提供兩邊開盤方便買賣。若有流通量提供者失責或停止履行職責，有關產品的投資者或就不能進行買賣，直至有新的流通量提供者委任出來止。

Foreign Exchange Risk 外匯風險

Investors trading derivative products 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 price of the derivative product.

若投資者所買賣衍生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，連帶影響衍生產品的價格。

In addition, there are risks pertaining to the particular type of derivative products:

此外，不同種類的衍生產品有其獨特的風險：

Callable Bull/Bear Contracts (CBBC) 牛熊証

Mandatory Call Risk 強制收回風險

Investors trading CBBCs should be aware of their intraday "knockout" or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. Investors will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. Investors should also note that the residual value can be zero.

投資者買賣牛熊証，須留意牛熊証可以即日「取消」或強制收回的特色。若牛熊証的相關資產值等同上市文件所述的強制收回價/水平，牛熊証即停止買賣。屆時，投資者只能收回已停止買賣的牛熊証由產品發行人按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。

Funding Costs 融資成本

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, investors will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

牛熊証的發行價已包括融資成本。融資成本會隨牛熊証接近到期日而逐漸減少。牛熊証的年期愈長，總融資成本愈高。若一天牛熊証被收回，投資者即損失牛熊証整個有效期的融資成本。融資成本的計算程式載於牛熊証的上市文件。

Derivative Warrants 衍生權證

Time Decay Risk 時間損耗風險

All things being equal, the value of a Derivative Warrant will decay over time as it approaches its expiry date. Derivative Warrants should therefore not be viewed as long term investments.

假若其他情況不變，衍生權證愈接近到期日，價值會愈低，因此不能視為長線投資。

Volatility Risk 波幅風險

Prices of Derivative Warrants can increase or decrease in line with the implied volatility of underlying asset price. Investors should be aware of the underlying asset volatility.

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

Synthetic Exchange-Traded Fund (Synthetic ETF) 綜合複製策略的交易所買賣基金(合成ETF)

Market Risk 市場風險

Investors are exposed to the political, economic, currency and other risks related to the Synthetic ETF's underlying index.

投資者會承受與合成ETF 相關指數有關的政治、經濟、貨幣及其他風險。

Counterparty Risk 交易對手風險

Where a Synthetic ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a Synthetic ETF may have a “knock-on” effect on other derivative counterparties of the Synthetic ETF). Some Synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the Synthetic ETF seeks to realise the collateral.

若合成ETF投資於衍生工具以追蹤指數表現，投資者除了會承受與指數有關的風險外，亦會承受發行有關衍生工具的交易對手的信貸風險。此外，註冊機構亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險（例如由於衍生工具發行人主要是國際金融機構，因此若合成ETF的其中一個衍生工具交易對手倒閉，便可能對該合成ETF的其他衍生工具交易對手產生「連鎖」影響）。有些合成ETF備有抵押品以減低交易對手風險，但仍要面對當合成ETF的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。

Tracking Error 追蹤誤差

There may be disparity between the performance of the Synthetic ETF and the performance of the underlying index due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

合成ETF及相關指數的表現可能不一致。原因，舉例來說，可能是模擬策略失效、匯率、收費及支出等因素。

Trading at a Discount or Premium 以折讓或溢價買賣

Where the index/market that the Synthetic ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the Synthetic ETF in line with its net asset value (NAV) may be disrupted, causing the Synthetic ETF to trade at a higher premium or discount to its NAV. Investors who buy a Synthetic ETF at a premium may not be able to recover the premium in the event of termination.

若合成ETF所追蹤的指數/市場就投資者的參與設有限制，則為使合成ETF的價格與其資產淨值一致的增設或贖回單位機制的效能可能會受到影響，令合成ETF的價格相對其資產淨值出現溢價或折讓。投資者若以溢價買入合成ETF，在基金終止時可能無法收回溢價。

DECLARATION BY CLIENT 客戶聲明

We hereby confirm that we have received and read through and fully understood the above “Risk Disclosure Statement for Derivative Products traded on an exchange”. We further confirm that our financial status can bear the possible losses associated with investing in derivative products traded on an exchange. We also declare that we would inform Wellfull Securities Company Limited promptly should my/our financial status changes.

吾等謹此確認吾等已收到並細閱及明白以上之「交易所買賣之衍生產品風險披露聲明」。吾等並且確認吾等之財務狀況確可承受買賣交易所買賣之衍生產品所引致之潛在損失。吾等亦聲明在吾等之財務狀況有所變更時，吾將盡速地通知偉富證券有限公司。

We hereby authorize and request you to open and maintain an internet securities trading account (“the Account”) in the name of us for the purchases, sales, holdings of and any other dealings in securities. The Account shall be maintained and all such purchases, sales, holdings of and any other dealings in securities shall be effected subject to and in accordance with the provisions of the Supplemental Agreement for Internet Trading (“Supplemental Agreement”) and the Cash and / or Margin Client’s Agreement (“the Agreement(s)”). We confirm and acknowledge that the Supplemental Agreement forms an integral part of the Agreement(s).

本公司(等)授權要求 貴司為本公司(等)以本公司(等)名義開立並操作一個互聯網證券交易帳戶（下稱“帳戶”），以執行本公司(等)不時購入、賣出、保管或處理各類證券。有關帳戶之運作須受本互聯網證券交易 – 補充協議書（“補充協議書”）及現金及/或保證金客戶協議書（“客戶協議書”）規限，本公司(等)確認補充協議書為客戶協議書組成之一部份。

We hereby agree to effect Transactions as hereinafter defined subject to the following terms and conditions of this Supplemental Agreement:-

本公司(等)茲同意根據下列條件進行互聯網證券交易:-

1. Internet Securities Trading Service

互聯網證券交易

1.1 We shall use the Internet securities trading service only in accordance with this Supplemental Agreement and the Agreement(s).

客戶只限於根據補充協議書及客戶協議書之有關條款使用互聯網證券交易服務。

1.2 We shall be the only authorized user of the internet securities trading service under the Account.

本公司(等)是帳戶唯一有權使用互聯網證券交易服務的人。

1.3 We acknowledge that the internet securities trading service is proprietary to you. We warrant and undertake that we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain authorized access to, any part of the internet securities trading service. We undertake to notify you immediately if we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

本公司(等)承認此互聯網證券交易服務為 貴司所專有。本公司(等)保證及承諾本公司(等)不會和不試圖損壞、修改、逆彙編、或以其他方式改變互聯網證券交易服務的任何組成部份，也不試圖非法進入互聯網證券交易服務的任何組成部份。本公司(等)保證在本公司(等)知道有人作出上述行動時馬上通知 貴司。

1.4 We shall be responsible for the confidentiality and use of our customer ID and Password.

本公司(等)有責任將本公司(等)之登入號碼及帳戶號碼保密，並對所作用等負責。

1.5 We agree immediately to notify you if we become aware of:-

本公司(等)同意在獲悉以下事件後，隨即知會 貴司:-

- any loss or theft of our customer ID and Password: or

本公司(等)之帳戶號碼及密碼遭遺失或盜用；或

- any unauthorized use of any of our customer ID and Password, or of the internet securities trading service or any information: or

本公司(等)之任何登入帳戶號碼及密碼，或互聯網證券交易服務或任何資料被非法使用；或

- any failure by us to receive a message that an order initiated by us through the internet securities trading service has been received and or executed through the internet securities trading service.

本公司(等)未能獲取訊息，顯示已經已接獲及/或執行公司(等)透過互聯網證券交易服務發出指令之訊息。

1.6 We shall be solely responsible for all instruction entered through the internet using our customer ID and Password.

本人(等)須自行負責使用本人(等)之帳戶號碼及密碼的保密及使用。

1.7 We understand that you will not be liable to us if we are unable to access our account information or request a transaction through the internet service.

本公司(等)明白 貴司不會對本公司(等)不能存取本人(等)之帳戶資料及透過互聯網證券交易服務要求負責。

1.8 We shall not use or permit the use of the Information or any part thereof for any illegal purpose.

客戶不得使用或容許使用資訊或其任何部分作任何非法用途。

1.9 We shall not disseminate the information to third parties, and shall be solely use the information or any part thereof for our own use or in the ordinary course of our own business.

本公司(等)不得向第三方散播資訊，同時只容許本公司(等)作本身的用途或在本身業務的正常過程中使用。

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

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本公司(等)應向為本公司(等)進行交易的商號查詢這方面的詳情。

2. Risk Disclosures Statement

風險披露聲明書

We hereby understand that:-

本公司(等)明白:-

- (1) due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond your control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by you to minimize this risk, you accept no responsibility for any loss which may be incurred by me/us as a result of interruptions or delays or unauthorized access. We should not place any instruction with you over the Internet if we are not prepared to accept such risk.

由於無法預計互聯網上的通訊量、故屬一個存在不可靠因素之通訊媒介，而該等不可靠因素亦非 貴司所能控制，互聯網上的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然 貴司採取措施將此一風險減至最低限度，對於本公司(等)因上述中斷、延誤或未經授權取得的結果而使本公司(等)招致任何損失， 貴司不承擔任何責任。倘若本公司(等)不準備接受上述風險，本公司(等)不應在互聯網上向 貴司作出任何指示。

- (2) trading on an electronic trading system may differ from trading on other electronic trading systems. If we may undertake transactions on an electronic trading system, we 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 our order is either not executed according to our instructions or is not executed at all.

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。如果本公司(等)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本公司(等)的交易指示不能根據指示執行，甚或完全不獲執行。

- (3) while you, the Stock Exchange of Hong Kong Limited (the "HKEX") Hong Kong Securities Clearing Company Limited ("the HKSCC") and all related parties endeavour to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that you, the HKEX, CCASS and related parties do not accept and liability (whether in text or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

貴司 香港聯合交易所有限公司("聯交所")、香港中央結算有限公司("中央結算")及所有有關人士致力確保該系統所提供資料之準備性及可靠性，惟資料之準確性及可靠性並無保證，且 貴司、聯交所、中央結算所及所有有關人士概不須就任何因不準確或錯漏所產生之任何損失或損毀承擔任何責任 (不論以文本或合約或其他形式)。

14. Law

法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。