

CLIENT AGREEMENT

客戶協議



天宸康合證券
TC Concord Securities

TC Concord Securities Limited
天宸康合證券有限公司

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TC Concord Securities Limited

天宸康合證券有限公司

CLIENT AGREEMENT

客戶協議

THIS AGREEMENT is entered into by and between you (hereafter referred to as the “**Client**”) whose name(s) and address are identified in the Client Information Statement and its successors and assigns and **TC Concord Securities Limited** and its successors and assigns (hereafter referred to as “**TCCS**”) whose registered office is at 18/F, Central Tower, 28 Queen’s Road Central, Central, Hong Kong.

本協議由閣下（姓名及地址載於客戶資料表格）及其繼承人和承讓人（下稱「客戶」）與天宸康合證券有限公司（註冊辦事處地址為香港中環皇后大道中 28 號中匯大廈 18 樓）及其繼承人和承讓人（下稱「天宸康合」）訂立。

TCCS is a licensed corporation under the SFO licensed to conduct Type 1 (dealing in securities) as well as Type 4 (advising on securities) regulated activities and registered as such with the SFC (CE number ACS 694) and an SEHK Participant of The SEHK.

天宸康合乃根據《證券及期貨條例》獲發牌進行第 1 類（證券交易）及第 4 類（就證券提供意見）受規管活動之持牌法團，並就此於證監會註冊（中央編號為 ACS694），以及獲聯交所參與者資格。

TCCS is a licensed corporation under the SFO licensed to Type 2 (dealing futures contracts) regulated activities and registered as such with the SFC (CE number ACS 694), and an Exchange Participant of the HKFE.

天宸康合乃根據《證券及期貨條例》獲准許進行第 2 類（期貨合約交易）受規管活動之持牌法團，並就此於證監會註冊（中央編號為 ACS694），以及獲期交所參與者資格。

In consideration of TCCS agreeing to allow the Client to open and maintain one or more accounts with TCCS and in agreeing to act for the Client as broker for the execution of orders for the purchase and sale of, or as dealers with the Client in the trading of securities with or without margin financing and/or futures contracts and/or options contracts as hereinafter defined and to arrange for certain financial services in connection therewith, the Client hereby agrees with and abide by the terms of this Agreement (including but not limited to the Standard Terms and Conditions and the Additional Terms applicable to the services provided by TCCS) as may be amended from time to time. TCCS’s current provisions are hereinafter set out:

天宸康合同意允許客戶在天宸康合開立並維持一個或多個帳戶，及同意擔任客戶的經紀以執行買賣證券的指令，或於買賣證券中作為客戶的交易商（不論是否有下文定義的保證金融資及/或期貨合約及/或期權合約），並安排與此相關的若干融資服務，客戶茲此同意並遵守經不時修訂的本協議條款（包括但不限於標準條款及條件以及適用於天宸康合所提供服務的附加條款）。天宸康合現時的規定載列如下：



PART 1 DEFINITIONS AND INTERPRETATION

第一部份 定義和解釋

1.1 In this Agreement, unless where the context otherwise requires, the following words and expressions shall have the following meanings:

於本協議中，除非文義另有所指，以下詞彙及詞句具有下列含義：

“**Account**” means one or more securities trading, futures contracts and/or options contracts trading accounts (whether designated by name, number or otherwise) opened and maintained by the Client with TCCS from time to time for use in connection with the purchases, sales, holding or other dealing in securities (with or without margin financing), futures or options contracts and other financial products (as the case may be) effected through TCCS on behalf of the Client.

「**帳戶**」指客戶不時為經由天宸康合代表客戶進行證券（不論是否有保證金融資）、期貨或期權合約及其他金融產品（視情況而定）的買賣、持有或其它交易，而在天宸康合開立並維持的一個或多個證券交易、期貨合約及/或期權合約交易帳戶（不論是以姓名、號碼或其他方式指定）。

“**Affiliate**” means, in relation to a party, an individual, corporation, partnership or any other form of entity, who is in a controlling entity relationship with that party, or any of such entities’ directors, officers or employees.

「**聯屬人**」指就一方而言，與該方有控制實體關係的個人、法團、合夥或任何其他方式的實體，或該等實體的任何董事、高級職員或僱員。

“**Authorized Persons**” means those individuals who have been designated by or duly authorized by the Client pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to TCCS) to act on behalf of the Client in connection with this Agreement. Such person(s) shall continue to be Authorized Person(s) until such time as TCCS has received from the Client appropriate documents revoking the authority of such person(s). In the case of a Client being an individual, the Authorized Persons shall include the Client himself unless the Client has notified TCCS otherwise. “**Authorized Person**” means any one of the Authorized Persons.

「**獲授權人**」指經客戶按照所需公司或其他行動而指定或正式授權（須由交付予天宸康合並為其接受的適當文件所證明）以代表客戶就有關本協議行事的該等個人。該等人士應持續作為獲授權人，直至天宸康合收到客戶撤銷該等人士授權的適當文件。客戶如屬個人，除客戶另行通知天宸康合外，獲授權人應包括客戶本人。一名「**獲授權人**」指任何一名獲授權人。

“**Business Day**” means a day (other than a Saturday) on which licensed banks and SEHK in Hong Kong are open for business.

「**營業日**」指香港的持牌銀行及聯交所開門營業的日子（星期六除外）。

“**Clearing House**” means the clearing houses including the HKSCC, SECH and any clearing houses providing clearing services for any contract traded through or on HKFE;

「**結算所**」指包括香港結算、聯交所期權結算所的結算所，以及為經由或於期交所交易的任何合約提供結算服務的任何結算所。

“**Client**” has the meaning as defined above and wherever used all shall in the case where the client(s) is/are individual(s) include the client(s) and his or their respective executors, administrators, successors and personal representatives and in case of a partnership firm include the partners who are the partners of the firm from time to time during which the Account is maintained and their respective executors, administrators, personal representatives and the permitted successors to such partnership business and where the client is a company include such company and its permitted successors.

「**客戶**」具有上文所定義之含義，不論在何處使用，在客戶為個人的情況下，包括該（等）客戶及其各自的執行人、遺產管理人、繼承人及個人代表；在合夥商號的情況下，包括於帳戶維持期間該商號不時之合夥人及其各自的執行人、遺產管理人、個人代表及該合夥業務的允許繼承人；在客戶為公司的情況下，包括該公司及其允許繼承人。



“Client Information Statement” includes but not limited to the Account Opening Application Form and such other documents as may be prescribed by TCCS from time to time which contains such information about the Client as TCCS may require for the purpose of opening one or more accounts with TCCS.

「客戶資料表格」包括但不限於《開戶申請表》及天宸康合可能不時規定其他文件，包括為在天宸康合開立一個或多個帳戶之目的而由天宸康合可能要求的有關客戶的資料。

“Client Money Rules” means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) made by the SFC under section 149 of the SFO as amended from time to time.

「客戶款項規則」指證監會根據經不時修訂之《證券及期貨條例》第149條制定的《證券及期貨（客戶款項）規則》（香港法例第571I章）。

“Client Securities Rules” means the Securities and Futures (Client Securities) Rules made by the SFC under section 148 of the SFO as amended from time to time.

「客戶證券規則」指證監會根據經不時修訂之《證券及期貨條例》第148條制定的《證券及期貨（客戶證券）規則》。

“Closing Out” means in relation to any futures contract, the entering into of another contract of the same specification and for the same amount but of an opposite position in order to cancel the former contract and to /or to crystallize the profit or loss on such former contract, and the term “Close Out” shall be construed accordingly.

「平倉」指就有關任何期貨合約，訂立另一份具有同樣規格及相同金額但倉位相反買賣方向的合約，以取消前合約及/或兌現該前合約的利潤或虧損，「平倉」一詞應據此解釋。

“Code” means the Code of Conduct for Persons Licensed by or Registered with the SFC as may be amended from time to time.

「守則」指經不時修訂之《證券及期貨事務監察委員會持牌人或註冊人操守準則》。

“Commodity” means any currency, securities, exchange rates, interest rates, indices (whether stock indices or otherwise), physical assets (including metals, precious metals, minerals, agricultural products, oil, energy and land) and/or property.

「商品」指任何貨幣、證券、匯率、利率、指數（不論是否屬股票指數）、實物資產（包括金屬、貴金屬、礦產品、農產品、石油、能源和土地）及/或財產。

“Custodial Agent” means such agents, correspondents, sub-custodians or nominees in Hong Kong or elsewhere employed by TCCS as it thinks fit to hold securities or other assets, to pay for and receive, or to deliver or exchange or to make collections with respect to securities or other assets or otherwise to perform any of TCCS’s duties as custodian under this Agreement and for the avoidance of doubt, shall include any clearing systems.

「保管代理人」指天宸康合在香港或其他地區所僱用的其認為適當之代理人、聯繫人、分保管人或代名人，此等人士持有證券或其他資產、支付及收取、或交付或交換或收集各類證券及其他資產，或以其他方式代天宸康合履行其作為本協議項下所訂定之任何保管人責任。為免存疑，該等保管代理人應包括任何結算系統。

“Eligible Securities” means such securities from time to time determined by TCCS as its sole discretion and notified to the Client.

「合資格證券」指天宸康合不時按其酌情權訂定並通知客戶的該等證券。

“Exchange Contract” means a contract for a Commodity approved by the SFC and the HKFE for trading on any of the market from time to time operated by the HKFE and which may result in a futures contract.

「外匯合約」指獲證監會及期交所批准以在期交所不時經營的任何市場交易商品的合約，該合約可能招致期貨合約。

“Futures contract” means a contract pursuant to which

「期貨合約」指根據該合約：

- (a) any party agrees to deliver to the other party at an agreed future time an agreed Commodity or agreed quantity of an agreed Commodity at an agreed price; or
任何一方同意以約定價格於約定的未來時間向另一方交付約定的商品或約定數量的約定商品；或
- (b) the parties agree to make an adjustment between them at an agreed future time according to whether the agreed Commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the HKFE on which the contract is made.
各方約定於約定的未來時間，根據約定商品當時價值是否多於或少於（視情況而定）、高於或低於訂立合約時約定的水平，在各方之間作出調整，差異按照據以訂立合約的期交所規則釐定。

“F.O. Business” means the business of dealing in futures contracts and/or options contracts traded on HKFE.

「期貨期權業務」指於期交所買賣的期貨合約及/或期權合約的交易業務。

“HKFE” means the Hong Kong Futures Exchange Limited and its successors and assigns.

「期交所」指香港期貨交易所有限公司及其繼承人和承讓人。

“HKSCC” means the Hong Kong Securities Clearing Company Limited and its successors and assigns.

「香港中央結算所」指香港中央結算有限公司及其繼承人和承讓人。

“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。

“Instruction” means a written, oral or electronic communication which TCCS believes in good faith to have been given by the Client or any Authorized Person and shall, for the avoidance of doubt, include Electronic Instructions (as defined in Clause 12 below).

「指示」是指天宸康合真誠地相信是由客戶或任何獲授權人發出的書面、口頭或電子通訊，為免存疑，應包括電子指示（定義見下文第12條）。

“Loss” means any losses, damages, proceedings, claims, demands, actions, liabilities, costs, penalties, fines, taxes, fees and expenses whatsoever, including but not limited to any direct, indirect, special or consequential losses (whether or not the possibility of such were known or reasonably in the contemplation of the relevant parties), any loss of profits, loss of revenue, damage to goodwill or reputation, loss of contracts or business opportunities, loss of use of money, money not recovered, money paid out in error, interest, and any liability to any third party of any nature whatsoever.

「損失」指任何損失、損害賠償、法律程序、申索、請求、法律行動、責任、訟費、刑罰、罰款、稅項、費用及支出等，包括但不限於任何直接、間接、特別或招致的損失（不論有關方是否知悉發生該等損失的可能性或對其有合理預期）、任何利潤損失、收入損失、對商譽或聲譽的損害、損失合約或生意機會、損失款額用途、無法收回款額、錯誤繳付款額、利息及任何其他對第三方任何性質的責任。

“Margin” means the monies and Eligible Securities of the Client which are or shall at any time hereafter be required, as determined by TCCS, to be deposited with, transferred or caused to be transferred to or held by TCCS or its nominee as collateral under the Account.

「保證金」指於本協議後任何時間天宸康合決定需要存入、轉帳至或促使轉帳至天宸康合，或由天宸康合或其代名人持有作為帳戶抵押品的客戶款項及合資格證券。



“Margin Financing Facilities” means the revolving credit facilities to be made available from time to time by TCCS to the Client subject to the provisions of this Agreement, and the specific terms agreed between TCCS and the Client from time to time and includes all amounts debited to the Account in accordance with the terms of this Agreement.

「保證金融資貸款」指天宸康合不時按本協議及天宸康合與客戶不時同意的特定條款的規定向客戶提供的可循環使用信貸融通，並包括按本協議記入帳戶中的借貸款額。

“Margin Percentage” means such percentage of the Market Value of the Eligible Securities up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from TCCS against the Margin.

「保證金百分率」指客戶獲准就保證金向天宸康合借取(或作為財務通融其他方式的擔保)的合資格證券市價的最高百分比。

“Market Value” means in respect of any particular securities at any given time, the market value which TCCS determines in its absolute discretion, could be obtained by it on a sale of such securities at such time and in such market on which securities of the same type are normally dealt.

「市價」就任何特定時間的任何個別證券而言，指天宸康合按其絕對酌情釐定的有關證券於有關時間在相同種類證券一般買賣的市場出售可得的市價。

“Options contract” means a contract pursuant to which one party agrees to grant to the other party a right exercisable within an agreed period at the option of the party holding such right to acquire or (as the case may be) to dispose of any Commodity at any agreed price.

「期權合約」指一方據此同意授予另一方權利，該權利持有方可於約定期間按該方選擇以任何約定價格收購或（視情況而定）出售任何商品的合約。

“Outstanding Amount” means the aggregate liability of the Client (whether present or future, actual or contingent, joint or several) to TCCS under the Margin Financing Facilities or otherwise at any relevant time.

「欠款」指客戶於任何有關時間在保證金融資貸款項下或因其他原因向天宸康合承擔的全部責任(不論是現有或將來的、實際或或然的、共同或個別的)。

“Securities” means (1) stocks, shares, units and other equity securities, (2) bonds, notes and other debt securities, (3) spot and forward contracts, options, warrants, futures, contracts for differences, swaps, exchanges and derivatives (whether or not linked or related in any way to any of the foregoing or to any moneys, index or other asset, property or item) and (4) other investments of any kind whatsoever, in each case whether listed or unlisted, traded or not traded on any exchange or market, privately placed or publicly offered and whether or not constituted, evidenced or represented by a certificate or other document (bearer, negotiable or otherwise) or by an entry in the books of an issuer, a clearing house, a depository, a custodian or any other person, together with rights against any issuer, clearing house, depository, custodian or other person in respect of any of the foregoing and other rights, benefits and proceeds in relation to any of the foregoing.

「證券」指(1)股票、股份、基金單位及其他股本證券、(2)債券、票據及其他債務證券、(3)現貨及遠期合同、期權、權證、期貨、順差合同、掉期、外匯及衍生工具（不論是否與任何上述任何產品或與任何款項、指數或其他資產、物業或物件有關連）及(4)任何其他不同種類的投資，在各種情況下不論有否在任何交易所或市場上市或進行交易，或由私人配售或公開發售；亦不論是否由證書或其他文件（不論是不記名的或是可轉讓的或其他種類的文件）構成、證明或代表，或在發行人、結算所、存管處，保管人或任何其他人士的簿冊登記中記錄，以構成、證明或代表有關利益，亦包括對任何發行人、結算所、存管處、保管人或其他人士就上述任何各項可行使的權利，及與任何上述有關的其他權利、利益及收益。

“SEHK” means The Stock Exchange of Hong Kong Limited and its successors and assigns.

「聯交所」指香港聯合交易所有限公司及其繼承人和承讓人。

“Settlement Account” means the bank account of the Client designated as the settlement account in the Client Information Statement or such other bank account of the Client as the Client may notify TCCS in writing from time to time.

「**結算帳戶**」指客戶資料表格中指定為結算帳戶的客戶的銀行帳戶，或客戶不時以書面通知天宸康合的客戶的其他銀行帳戶。

“SFC” means the Securities and Futures Commission of Hong Kong and its successors and assigns.

「**證監會**」指香港證券及期貨事務監察委員會及其繼承人和承讓人。

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended or re-enacted from time to time.

「**《證券及期貨條例》**」指經不時修訂或重新制訂的《證券及期貨條例》（香港法例第 571 章）。

“TCCS” means TC Concord Securities Limited and its successors and assigns.

「**天宸康合**」指天宸康合證券有限公司及其繼承人和承讓人。

“TCCS Group” means TCCS, TCCS’s holding company (as defined in the Companies Ordinance of Hong Kong) or any of TCCS’s subsidiaries (as defined in the Companies Ordinance of Hong Kong) or subsidiaries of such holding company.

「**天宸康合集團**」指天宸康合、天宸康合的控股公司（定義見香港《公司條例》）或天宸康合的任何附屬公司（定義見香港《公司條例》）或天宸康合的控股公司的任何附屬公司。

“Terms and Conditions” means the terms and conditions of this Agreement (including but not limited to the Standard Terms and Conditions and the Additional Terms and Conditions applicable to the services provided by TCCS) as may be amended from time to time.

「**條款及條件**」指經不時修訂的本協議（包括但不限於標準條款及條件及適用於天宸康合所提供服務的附加條款及條件）的條款及條件。

“This Agreement” means this Client Agreement (including these Standard Terms and Conditions together with any addenda thereto, and any disclaimers and risk disclosure statements issued by TCCS in connection with the transactions contemplated by these Standard Terms and Conditions) and the Client Information Statement completed by or on behalf of the Client, in each case as amended and supplemented from time to time.

「**本協議**」指本《客戶協議》（包括該等標準條款及條件，連同其任何附錄，及天宸康合就有關該等標準條款及條件擬進行之交易發出的任何免責聲明及風險披露聲明）及由客戶填寫或由其他人士代其填寫的客戶資料表格，在各情況下經不時修訂及補充。

- 1.2 Words denoting the singular shall include the plural and vice versa. Reference to one gender shall include all genders. A reference in this Agreement to “it” or “its” in relation a Client shall, except where the context otherwise requires, be construed as including a reference to “him” or “his” (as the case may be). Words denoting person include a firm, sole proprietorship, partnership and corporation and vice versa.

單數詞應包括其複數詞，反之亦然。對一種性別的提述包括所有性別。於本協議中就客戶所提述的「它」或「它的」應解釋為包括提述「他」或「他的」（視情況而定）。對人士的提述包括商號、獨資公司、合夥及公司，反之亦然。

- 1.3 Titles: The title of any provision of this Agreement shall not affect the meaning of that or any other provision.

標題：本協議中任何條款的標題並不應影響該條款或其他任何條款的含義。



1. ACCOUNT OPENING

開戶

- 1.1 Services that the Client requests will be made available to the Client after completion of this Agreement, in particular the Client Information Statement and other documentation required by TCCS, and upon verification of the identity documents of the Client as may be required by TCCS and/or the Code. All requests for any services provided to the Client under this Agreement will be subject to TCCS's acceptance which will be deemed to occur upon the opening of the relevant Account(s) for the requested services provided by TCCS to the Client as well as any conditions imposed by TCCS.

客戶要求的服務將於本協議簽訂後（尤其是客戶資料表格及天宸康合要求的其他文件），及應天宸康合及/或守則要求驗證客戶的身份文件後提供予客戶。根據本協議向客戶提供服務的所有要求須待天宸康合接納（為天宸康合向客戶提供所要求的服務而開立有關帳戶後視為已被接納），並受制於天宸康合施加的任何條件。

- 1.2 Where an account opening procedure other than a face-to-face approach is used and in the case where the Client (other than corporate entities) wishes to adopt the alternate verification approach as set out in Paragraph 5.1(b) of the Code, the Account(s) will not be activated until the cheque is cleared.

倘客戶（並非公司實體）並非親身開立帳戶，而希望採用守則第 5.1(b)段所載的其他驗證方法，帳戶將於支票兌現後方可啟動。

2. THE ACCOUNT

帳戶

- 2.1 The Client shall open and maintain the Account(s) for recording all the Client's transactions made pursuant to this Agreement.

客戶須開立並維持帳戶，以記錄客戶按照本協議作出的所有交易。

- 2.2 The continued availability of any services provided by TCCS to the Client shall be subject to TCCS's consent, in its sole discretion and to the fulfillment by the Client of such conditions as TCCS may require.

天宸康合持續向客戶提供任何服務須經天宸康合自行酌情同意，並且客戶須達成天宸康合可能要求的條件。

- 2.3 Unless with the Client's prior notification in writing, on each occasion the Client requests or utilizes any services provided by TCCS, the Client represents that it is the legal and beneficial owners or otherwise deal with the funds and assets of the Account(s).

除非客戶事先以書面通知天宸康合，否則當客戶每次要求或使用天宸康合提供的任何服務時，客戶均聲明其為帳戶的法定及實益擁有人，或以其他方式處理帳戶的資金及資產。

3. CLIENT IDENTITY AND INFORMATION

客戶身份及資料

- 3.1 TCCS is authorized by the Client to conduct or cause to be conducted credit investigations, checks and enquiries regarding the Client and for such purpose to approach the Client's bankers (including for the purpose of ascertaining or verifying the Client's financial situation and investment objectives) and to pass any information about the Client, its Account(s) and its transactions and the ultimate beneficiary in respect of any such transaction to:

天宸康合獲客戶授權，就有關客戶進行或促使進行信貸調查、檢查及查詢，並為此目的聯絡客戶的銀行（包括核實或驗證客戶的財務狀況及投資目標），並把有關客戶、其帳戶及其交易以及任何有關該等交易的最終受益人的任何資料交予：

- (a) any exchange, market, clearing house, listed corporation, government agency or regulatory authority including the SEHK and the SFC (collectively the "Regulators" and each a "Regulator") in order to assist such Regulator with any investigation or enquiry which it is undertaking; and

交易所、市場、結算所、上市公司、政府機構或監管當局包括聯交所及證監會（統稱為「監管機構」，各自



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稱為「監管機構」)以協助該監管機構進行其正在進行的任何調查或查詢；及

- (b) any Affiliate in connection with carrying out Instructions or fulfillment of TCCS's obligations to the Client under this Agreement.

任何聯屬人，以執行指示或履行天宸康合於本協議項下對客戶的相關責任。

3.2 In this Agreement,

於本協議中，

- (a) the expression of "**ultimate beneficiary**," in relation to any transaction effected or to be effected by TCCS for the Client pursuant to this Agreement, means each and every person who

就天宸康合根據本協議為客戶執行或將執行的任何交易而言，「**最終受益人**」指以下各人

- (i) is the principal for whom the Client is acting as agent in relation to such transaction; or

客戶就該交易為其擔任代理人的主事人；或

- (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk; or

賺取該交易的商業或經濟利益及/或承擔其商業或經濟風險者；或

- (iii) is ultimately responsible for originating the Instruction in relation to such transaction.

最終負責發出有關該交易的指示。

- (b) the expression "**identity information**," in relation to any person, means the true and full identity of such person, including such persons' alias(es), address(es), occupation(s) and contact details.

就任何人士而言，「**身份資料**」是指該人士的真实及完整的身份，包括該人士的別名、地址、職業及聯絡方式。

3.3 The Client agrees that, where TCCS has received an enquiry from the Regulators in relation to a transaction, the following provisions shall apply:

客戶同意，倘天宸康合收到監管機構關於交易的查詢，應適用以下規定：

- (a) Subject as provided below, the Client shall, immediately upon request by TCCS (which request shall include the relevant contact details of the Regulators), inform TCCS or the Regulators of the identity information and contact details of the person(s) for whose account the transaction was effected (whether on a discretionary or non-discretionary basis) and (so far as known to the Client) of the ultimate beneficiary(ies) in the transaction, or if different from the ultimate beneficiary(ies) (so far as known to the Client) of the party who originated the Instruction for the transaction;

受制於以下規定，客戶須立即應天宸康合之要求（該要求應包括監管機構的有關聯絡方式）立即告知天宸康合或監管機構為交易付緒執行（不論屬全權或非全權委託）人士及（盡客戶所知）交易的最終受益人，或倘與最終受益人不同及（盡客戶所知）發出交易指示的一方的身份資料及聯絡方式；

- (b) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall immediately upon request by TCCS (which request shall include the relevant contact details of the Regulators) inform the Regulators of the identity information and contact details of the collective investment scheme, discretionary account or discretionary trust, and those of the person(s) who instructed the Client to effect the transaction on behalf of the collective investment scheme, discretionary account or discretionary trust;

倘客戶為一項集體投資計劃、全權委託帳戶或全權信託執行交易，客戶須立即應天宸康合之要求（該要求應包括監管機構的有關聯絡方式）立即告知監管機構該集體投資計劃、全權委託帳戶或全權信託及指示客戶代表集體投資計劃、全權委託帳戶或全權信託執行交易的人士的身份資料及聯絡方式；

- (c) If the Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, it shall as soon as practicable inform TCCS when its discretion to invest on behalf of the scheme, account or trust has been overridden. It shall also immediately upon request of TCCS (which request shall include the relevant contact details of the Regulators) inform the Regulators the identity information and contact details of the person(s) who has or have given the Instruction in relation to the transaction or, as applicable, given any Instructions resulting in such Instruction being given;

倘客戶為一項集體投資計劃、全權委託帳戶或全權信託執行交易，則當其代表計劃、帳戶或信託執行投資的全權委託獲撤銷時，客戶須在切實可行範圍內盡快通知天宸康合。客戶須立即應天宸康合要求（該要求應包括監管機構的有關聯絡方式）告知監管機構作出指示或（如適用）引致作出該指示的人士的身份資料及聯絡方式；



- (d) If the Client is aware that its client is acting as an intermediary for an underlying client(s), and it does not know the identity information of the underlying client(s) for whom the transaction was effected, it confirms that: (i) it has arrangements in place with its client which entitles the Client to obtain the identity information from its client immediately upon request or procure that it be so obtained; and (ii) it will, upon request from TCCS in relation to a transaction, promptly request such information from its client on whose Instructions the transaction was effected, and provide the information to the Regulators as soon as received from its client or procure that it be so provided; and

倘客戶知悉其客戶擔任潛在客戶的中介，而不知道為執行交易的潛在客戶的身份資料，客戶確認：(i) 已與其客戶有安排，以使客戶有權於收到要求後立即從其客戶取得或促使取得身份資料；及(ii) 客戶將應天宸康合的要求就有關交易迅速向其客戶要求取得按其客戶指示執行交易的客戶資料，並於向其客戶收取資料後盡快向監管機構提供或促使提供該等資料；及

- (e) If the Client is based in a jurisdiction with client secrecy laws, it consents to the disclosure of information in accordance with the above paragraphs. In circumstances where it acts for the account of clients and such secrecy laws prohibit disclosure, the Client will procure the consent of the ultimate beneficiary(ies) of the transaction to the disclosure of any information in accordance with the above paragraphs. In addition, the Client agrees to waive, as a client, the protections afforded by any applicable client secrecy laws, or as a counterparty or intermediary, it agrees to procure the written waiver of the relevant ultimate beneficiary(ies) to such protections.

倘客戶處於有保密法的司法管轄區，則其同意根據上段披露資料。在客戶代表其客戶行事而該等保密法禁止披露的情況下，客戶將促使交易的最終受益人同意根據上段披露任何資料。此外，客戶以客戶身份同意放棄任何適用的客戶保密法提供的保護，或客戶作為對手方或中介同意促使相關最終受益人就該等保護作出書面放棄。

The Client's obligations under these provisions shall survive notwithstanding completion of any transaction or termination of this Agreement.

儘管任何交易已完成或本協議已被終止，客戶於本條文項下的責任仍然存在。

- 3.4 Subject to Clause 3.3, the Client undertakes to supply to TCCS on demand at any time or times such identity information, financial and other information about the Client (including, without limitation, the identities of the persons ultimately beneficially interested in the Account and/or any trading contract executed on the Account) as TCCS may request. Each of the Client and TCCS undertakes to notify the other in the event of any material change to the information provided in or in connection with this Agreement.

受制於第 3.3 條，客戶承諾應要求於任何時間向天宸康合提供所需的有關客戶的身份資料、財務及其他資料（包括但不限於最終實益擁有帳戶及/或任何已執行的交易合約的最終權益人士身份）。客戶及天宸康合各自承諾在本協議中提供或於相關的資料發生任何重大變更時通知對方。

4. APPLICABLE RULES AND REGULATIONS

適用規則及法規

- 4.1 All transactions for the Account(s) shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the SEHK, the HKSCC, the SEHK Options Clearing House Limited and/or the HKFE) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable as amended from time to time. TCCS is authorized to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. The Client shall be bound by all TCCS's rules and regulations applicable from time to time to the Account(s) or the Client's securities trading or the financing of such trading. TCCS or any Affiliate may be the counterparty to any transaction effected by TCCS on the Client's behalf.

為帳戶執行的一切交易均須遵從交易所或市場及其結算所（如有）（包括但不限於聯交所、香港中央結算所、聯交所期權結算所有限公司及/或期交所）不時實行的章程、附則、規則、裁決、規定、交易徵費和其他徵費、關稅和慣例徵費（包括但不限有關交易及結算的徵費），並遵從任何政府或監管機構經不時修訂的一切法律、法規和命令。天宸康合獲授權依照有關交易所、市場或結算所頒布的規則收取任何該等交易費或其他的徵費。客戶須受天宸康



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合對帳戶或客戶的證券交易或該等交易的融資不時適用的一切規則及規定所約束。天宸康合或任何聯屬人均可作為天宸康合代表客戶執行的任何交易的對手方。

- 4.2 If TCCS solicits 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 financial situation, investment experience and investment objectives of the Client. No other provision of this agreement or any other document TCCS may ask the Client to sign and no statement TCCS may ask the Client to make derogates from this clause.

“Note: “Financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.”

假如天宸康合向客戶招攬銷售或建議任何金融產品，該金融產品必須是天宸康合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天宸康合可能要求客戶簽署的文件及天宸康合可能要求客戶作出的聲明概不會減損本條款的效力。

“註：“金融產品”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。”

5. INSTRUCTIONS AND DEALING PRACTICE

指示及交易慣例

- 5.1 Unless the Client expressly notifies TCCS in writing to the contrary, TCCS may assume that the Client is acting as principal and not as agent for others. The Client warrants that the Client is true owner of the Account(s) and that the Client is not holding the Account(s) on behalf of or for the benefit of any other person, except that, where such warranty would not be correct, the Client will instead provide forthwith to TCCS a signed declaration by the Client stating the name of the person(s) for whom or for whose benefit the Client is holding the Account(s). TCCS will act as the agent of the Client in effecting all transactions with respect to securities under this Agreement unless TCCS indicates (in the contract note for the relevant transaction or otherwise) that TCCS is acting as principal.

除非客戶明確地給予天宸康合相反的書面通知，否則天宸康合可假定客戶為主事人，而不是擔當其他人的代理人。客戶保證，客戶是帳戶的真正擁有人，客戶並非代任何其他他人或為其他人的利益而持有該帳戶，惟倘該項保證不正確，客戶須立即另外向天宸康合發出經客戶簽署的聲明，申明客戶代為或為其利益而持有該帳戶的人士的姓名。除非天宸康合（在有關交易的成交單據或以其他方式）表明天宸康合作為主事人的身份行事，否則天宸康合將擔當客戶的代理人，根據本協議執行有關證券的一切交易。

- 5.2 TCCS is hereby authorized to buy and sell securities, futures contracts and/or options contracts for the Account(s) and otherwise deal with securities, futures contracts and/or options contract, receivables or monies held in or for the Account(s) in accordance with and in reliance on the Instructions, but TCCS shall be entitled at its sole and absolute discretion to refuse to accept any Instructions and shall not be obliged to give reasons for such refusal and shall not be liable to the Client for any Loss arising out of or in connection with its not accepting or acting on any Instructions or omitting to notify the Client of such refusal. Without prejudice to the generality of the foregoing, TCCS may refuse to act if any Instructions is unclear or if TCCS receives conflicting Instructions, or if TCCS believes, in good faith, that any Instructions is fraudulent, forged or unauthorized or that acting on any Instructions may be in breach of any law or regulation applicable to the Client, the Authorized Person and/or TCCS.

天宸康合茲此獲授權按照並依據指示為帳戶買賣證券、期貨合約及/或期權合約，及以其他方式處理證券、期貨合約及/或期權合約、或帳戶持有的應收帳款或款項，但天宸康合有權自行並絕對酌情決定拒絕接受任何指示而毋須為該拒絕給予任何理由，及並不為其不接受指示或按指示行事或未有通知客戶該拒絕所產生或相關的任何損失對客戶負責。在毋損前述一般性的前提下，若任何指示不清晰或天宸康合收到有衝突的指示，或若天宸康合真誠相信任何指示屬欺詐、偽造或未經授權，或按任何指示行事可能違反適用於客戶、獲授權人及/或天宸康合的任何法律或法規，天宸康合可拒絕行事。



- 5.3 TCCS shall be entitled to use any broker or agent including any broker, agent or third party service provider which is related to or associated with it to effect securities, futures contracts and/or options contracts transactions under this Agreement. Any such broker, agent or third party service provider will be appointed on such terms as that broker, agent or third party service provider may require. So far as the applicable laws, rules, regulations and the Code permits, TCCS shall not be responsible for the non-performance of its obligations hereunder by reason of the failure of any such broker, agent or third party service provider to perform its duties and obligations, including but not limited to transmission or computer delay, errors or omissions, strikes and similar industrial action or by reason of any cause beyond TCCS's control.

天宸康合有權使用任何經紀、代理人或第三方服務供應商，包括與其有關連或聯屬的任何經紀、代理人或第三方服務供應商，為客戶執行本協議項下的證券、期貨合約及/或期權合約交易。任何經紀、代理人或第三方服務供應商將按照該經紀、代理人或第三方服務供應商要求的條款獲委任。在法律、規則、法規及守則許可的情況下，天宸康合毋須就天宸康合因任何經紀、代理人或第三方服務供應商未有履行其職責和義務，包括但不限於傳送或電腦延誤、錯誤或遺漏、罷工及類似的工業行動，或因天宸康合不能控制的任何原因而未有履行其在本協議項下的義務而負責。

- 5.4 If TCCS shall not be able to effect in full the purchase or sale of securities, futures contracts or options contracts on behalf of the Client, as may have been specified in the Client's Instructions, TCCS may effect the purchase or sale of any amount of securities, futures contracts or options contracts less than the amount specified in such Instructions as it may in its absolute discretion determine, and the Client shall be bound by such purchase or sale of securities, futures contracts or options contracts entered into provided that TCCS shall, where it has aggregated an order for the Client with an order for another client or with an order for TCCS's own account give priority to satisfying the orders of the Client and any other clients. Without prejudice to the foregoing, the Client acknowledges and accepts that the rapid and frequent changes in prices, the general market condition, and/or the restrictions imposed by the relevant exchange, the relevant clearing house or any relevant regulator may make it impossible or impracticable for TCCS to carry out the Client's Instructions or to conclude a transaction on behalf of the Client at the prices quoted at any specific time, and TCCS, acting in good faith, shall have no obligation or liability whatsoever and however in respect of any failure to carry out the Instructions of the Client or to conclude a transaction on behalf of the Client.

倘天宸康合未能按照客戶的指示代客戶全數購買或出售證券、期貨合約或期權合約，天宸康合可全權酌情決定執行購買或出售少於該指示指定的數量的任何證券、期貨合約或期權合約，而客戶須受該等已執行的證券、期貨合約或期權合約買賣所約束，惟當天宸康合將客戶的指示與其他客戶的指示或天宸康合自營帳戶的指示合併執行時，客戶或任何其他客戶的指示將獲優先處理。在毋損前述一般性的前提下，客戶確認及接納證券價格的迅速及經常的轉變、一般的市場狀況及/或由有關交易所、有關結算所或任何監管機構所施加的約束，可能令天宸康合無法或無法以可行的方法執行客戶的指示，或以客戶於任何特定時間所報的價格完成一項交易，天宸康合如真誠行事，將不會因任何未有執行客戶的指示或代客戶完成交易而須承擔任何義務或責任。

- 5.5 TCCS may determine the priority in the execution of Client's orders having due regard to market practice, applicable regulations and fairness to all customers of TCCS.

天宸康合可在充分顧及市場慣例、適用法規及對所有天宸康合顧客公平的原則後，決定執行客戶指令的優先次序。

- 5.6 TCCS may, without prior reference to the Client combine the Client's orders with orders of other customers. This may result in a more favourable or less favourable price being obtained than executing the orders of the Client separately. Where there are insufficient securities, Commodities, futures contracts or options contracts to satisfy orders so combined, the transactions will be allocated between the customers with due regard to market practice and fairness to all customers of TCCS.

天宸康合可毋須知會客戶而將客戶的指令與其他顧客的指令合併。這可能導致取得較單獨執行客戶指令有利或不利的價格。在並無足夠證券、商品、期貨合約或期權合約滿足如此合併的指令時，將在充分顧及市場慣例及對所有客戶公平的原則後，將交易分配予客戶之間。

- 5.7 The Client hereby agrees that TCCS has the sole and absolute discretion to limit the number of transactions and the aggregate amount in respect of securities, Commodities, futures contracts or options contracts held in the Account(s) with TCCS.

客戶茲此同意，天宸康合擁有全權及絕對酌情權限制在天宸康合開立的帳戶中持有的證券、商品、期貨合約或期權合約的交易次數及總金額。



- 5.8 A request to cancel or amend an Instruction is only possible before it has been executed and is subject to acceptance (TCCS shall not refuse to accept such a request unless on reasonable grounds) by TCCS. In the case of full or partial execution of any Instruction before the request for cancellation has been accepted by TCCS, the Client agrees to accept full responsibility for the transactions. Instructions are, unless accepted by TCCS for cancellation or amendment, good for the trading day on which it was accepted by TCCS and shall lapse if not executed by the end of such trading day unless otherwise agreed to by TCCS.
- 取消或修改指示的要求只可在執行有關指示前作出，並須待天宸康合接納（除非有合理理由，天宸康合不可拒絕接納有關要求）。如果在天宸康合接納取消指示要求前，有關指示已經獲全數或部份執行，客戶同意接受該等交易的全部責任。除非有關取消或修改指示的要求已獲天宸康合接納，否則該指示於獲天宸康合接受處理的交易日當天仍屬有效，倘該指示於該交易日結束前未獲執行，則該指示將失效，除非天宸康合另行同意。
- 5.9 The Client shall give prior notice to TCCS in following events:
- 在以下情況，客戶須事前通知天宸康合：
- (a) If a sale order is in respect of securities, Commodities, futures contracts or options contracts which the Client does not own including, but not limited to, a short sale. All sales shall be deemed to be long sales where TCCS does not receive any such prior notification;
- 如果任何出售指示是有關客戶並不擁有的證券、商品、期貨合約或期權合約，包括但不限於賣空。如天宸康合沒有收到任何該等事前通知，所有沽盤將被視為長倉沽售；
- (b) There is a change in information relating to the Client's personal data provided pursuant to Personal Data (Privacy) Collection Statement of this Agreement; and
- 根據本協議的個人資料（私隱）收集聲明下所提供的有關客戶的個人資料有所改變；及
- (c) There is a change in information which the Client has provided to TCCS pertaining to the identity of the beneficiary or its client.
- 客戶就有關受益人或其客戶的身份向天宸康合提供的資料有所改變。
- 5.10 All short selling transactions must be conducted in compliance with applicable laws, rules and regulations of the relevant markets. The Client is obliged to honor its obligation of settling the transaction at the time of settlement. For transaction in Hong Kong and other applicable markets, the Client will inform TCCS if a trade is short selling order prior to or at the time of the order. The Client will also provide TCCS with assurance, if required, that proper arrangement has been made for covering trade settlement prior to or at the time of the order.
- 所有賣空交易必須符合有關市場的適用法律、規則及法規而進行。客戶有責任履行其義務，在交收時進行交易的交收。對於在香港及其他適用市場的交易，倘一項交易屬賣空指令，客戶須於作出指令之前或之時通知天宸康合。如需要，客戶亦須於作出指令之前或之時，向天宸康合提供有關保證，確保客戶已作出適當的交收安排。
- 5.11 In relation to any derivative products which the Client instructs TCCS to purchase or sell on the Client's behalf pursuant to the terms of this Agreement, TCCS will upon request provide the Client with product specifications and any prospectus or other offering documents of such products.
- 就客戶根據本協議條款指示天宸康合代客戶購買或出售的任何衍生產品而言，天宸康合會在接獲客戶要求後，向客戶提供產品的詳細說明和該等產品的任何招股書或該等產品的其他招股文件。
- 5.12 TCCS may record conversations with the Client or Authorized Persons in order to allow TCCS to verify information concerning Instructions or any other matters and/or for security, control or record purposes. The Client hereby consents to the recording of such conversations whether conducted through telephone or any other media or otherwise by tape or electronic means.
- 天宸康合可能會將與客戶或獲授權人的對話錄音，以便天宸康合核證有關指示的資料或任何其他事宜及/或作安全、控制或記錄之用途。客戶茲此同意對該等對話（不論是透過電話或任何其他媒體或經由磁帶或電子方式進行）進行錄音。
- 5.13 It is the responsibility of the Client to check with TCCS as to whether any of its Instructions has been executed. Following execution of an Instruction, TCCS will send a confirmation of transaction and thereafter, periodic statements summarizing the transactions effected through the Account over the period covered by the periodic statement by post or electronically as may be selected by the Client. Save and except for such confirmation of transaction and periodic statements, TCCS shall not be obliged to notify the Client separately as to whether an Instruction has been executed. The Client agrees that it is its responsibility to ensure that every confirmation of transaction and periodic statement is received in due time according to the ordinary course of post or at the



time of transmission (as the case may be) and to immediately enquire and obtain the same from TCCS if not duly received. It is the responsibility of the Client to review all acknowledgements, confirmations, contract notes and Account statements in relation to its transactions and other Account activities information upon first receiving them. The Client undertakes to verify the correctness of each confirmation of transaction within 24 hours and each periodic statement within seven (7) days from the receipt thereof and to notify TCCS within the said time limit of any discrepancies, omissions or errors or inaccuracies or incorrect entries in the confirmation of trade or periodic statement so stated. At the end of the said time period, TCCS's records and the details of the confirmation of trade or periodic statement shall be conclusive evidence against the Client without further proof. In any case, TCCS has the right to determine the validity of the Client's objection to the relevant transaction or information.

客戶有責任向天宸康合查詢其任何指示是否已獲執行。在執行客戶的指示後，天宸康合將會向客戶以郵寄或電子方式發出交易確認，期後亦將定期向客戶發出結單總結客戶的帳戶於結單涵蓋期間內透過帳戶所進行的交易。除上述交易確認及定期結單外，天宸康合並無義務另行通知客戶其指示是否已獲執行。客戶同意有責任確保每次交易確認及結單按送遞一般郵件所需的時間內或傳送時（視屬何情況而定）收妥，倘客戶並未收妥有關文件，客戶有責任向天宸康合查詢和取得該等文件。客戶有責任於首次收到任何有關其交易及其他帳戶的交易資料的所有確認函、確認書、聯絡附註及帳戶結單後進行審閱。客戶承諾在收到各交易確認函後 24 小時內及在收到各定期結單後七（7）天內核實其準確性，並於所述時限內就交易確認函或定期結單內所述的任何不一致、遺漏、錯誤、不準確或不正確之處通知天宸康合。在上述期限完結時，天宸康合在交易確認函或定期結單中的記錄及詳情將成為不可推翻的證據而無須再進一步確認。在任何情況下，天宸康合有權決定客戶就有關交易或資料提出反對的有效性。

6. SETTLEMENT

結算

- 6.1 The Client will reimburse any premiums or amounts which TCCS may be required to pay and for any Loss (including legal expenses on a full indemnity basis) in connection with any settlement failure of the Client.

客戶須向天宸康合償付因客戶未能交收所導致天宸康合可能須支付的任何溢價或金額以及任何損失（包括全額彌償法律開支）。

- 6.2 All currency exchange risks in respect of any transactions, settlement, actions or steps taken by TCCS under this Agreement will be borne by the Client.

天宸康合根據本協議而進行的任何交易、交收、行動或步驟所涉及的所有外匯兌換風險將由客戶承擔。

- 6.3 The Client hereby irrevocably authorizes TCCS's licensed representatives to execute or otherwise give effect to the Instruction for the settlement of the Account or of a purchase or sale transaction executed on behalf of the Client pursuant to this Agreement, including but not limited to, the deposit or transfer of amounts of the net proceeds to the Settlement Account or other bank account(s) designated by the Client or personal collection and delivery of, at the Client's risk, the cheque(s) for the net proceeds drawn in favor of the Client to the address specified by the Client.

客戶茲此不可撤銷地授權天宸康合的持牌代表根據本協議代表客戶執行或以其他方式使結算指示或購買或出售交易付諸執行，包括但不限於將收益淨額存入或轉帳至結算帳戶或客戶指定的其他銀行帳戶，或由客戶親身提取或將抬頭為客戶的收益淨額支票派遞至客戶列明的地址，風險由客戶承擔。

7. COMMISSIONS AND CHARGES

佣金和收費

- 7.1 TCCS will charge the Client fees and commissions calculated at such rate and on such basis as TCCS may from time to time determine and notify to the Client. Standard commissions and charges (unless agreed otherwise) are included in the Standard Commission and Charges Table to be provided to the Client upon account opening which may be updated by TCCS from time to time. The Client shall be liable for payment upon demand of any debts whatsoever and howsoever arising in respect of the Account including but not limited to commission, charges, fees, statutory fees, taxes, levies, delivery charges. TCCS may withdraw cash from or liquidate securities in the Account to discharge the amounts due.



天宸康合證券 TC Concord Securities

天宸康合將會根據其不時決定並通知客戶的計算比率及基準向客戶收取費用及佣金。載有標準佣金及收費（除非另有約定）的標準佣金及收費表將於開戶時提供予客戶，標準佣金及收費表可由天宸康合不時更新。客戶須應要求支付關於帳戶不論任何原因或以何種形式所產生的任何債項，包括但不限於佣金、費用、收費、法定收費、稅項、徵費、交付收費等。天宸康合可從帳戶提取現金或出售持有的證券以支付有關費用。

- 7.2 The Client shall immediately pay to TCCS interest on all overdue indebtedness (including interest arising after a judgment debt is obtained against the Client) charged at an annual rate of five (5) per cent above the best lending rate (Prime Rate) on Hong Kong dollars quoted by The Standard Chartered Bank (Hong Kong) Limited from time to time or at such rate as be stipulated by TCCS's sole discretion from time to time.

客戶應即時向天宸康合支付所有逾期欠款（包括法院對客戶作出的判定債項而產生的利息）的利息，年利率為渣打銀行（香港）有限公司不時公佈的港幣最優惠借款利率（最優惠利率）加百分之五（5），或天宸康合不時自主訂定的其他利率。

- 7.3 The Client waives its rights to any interest, dividend, or other payment under the securities where such interest, dividend, or other payment is of a negligible amount, determined in TCCS's sole discretion, having regard to the circumstances then prevailing, and any such interest, dividend or payment received shall become TCCS's property. The Client further agrees that once such amounts have become TCCS's property in accordance with the terms of this provision the Client shall have no claims whatsoever against TCCS in respect of such amounts or any part thereof and the Client hereby waives any rights or claims whatsoever which it may have or acquire over such amounts or any part thereof.

倘天宸康合考慮到當時的情況下，若任何利息、股息、或其他付款屬一個微不足道的金額，可自主決定客戶放棄其收取該等利息、股息或其他付款的權利，任何該等利息、股息或收到款項將歸天宸康合所有。客戶進一步同意，一旦有關款項按照本規定的條款歸天宸康合所有後，客戶不可就有關款項或任何其中部分向天宸康合提出索償，及客戶茲此放棄可能就有關款項或其中任何部分可能擁有或取得的任何權利或索償。

- 7.4 The Client acknowledges that TCCS may (i) receive and retain remuneration in whatever form, including but not limited to commission, from, or (ii) share charges in whatever form, including but not limited to commission, with or pay to, an associate or other third party such charges in connection with the transactions carried out on behalf of the Client.

客戶確認天宸康合可能就代表客戶進行的交易而（i）從關聯公司或其他第三方收取和保留任何形式的報酬（包括但不限於佣金），或（ii）與關聯公司或其他第三方分擔或向其支付任何形式的收費（包括但不限於佣金）的費用。

8. CLIENT'S CONSENT TO RETENTIONS OF ANY PAYMENT OF SOFT DOLLARS AND CASH OR MONEY REBATES

客戶同意保留任何非金錢利益及現金回佣的支付

- 8.1 The Client understands that TCCS may, from time to time, (to the extent not prohibited by any applicable law or regulations) receive and retain soft dollars and cash or money rebates or pay to a third party such soft dollars and cash or money rebates under any of the transactions contemplated under this Agreement, and the Client hereby consents to TCCS paying, receiving and retaining such soft dollars and cash or money rebates.

客戶明白，天宸康合可不時（於任何適用法律或法規不禁止的範圍內）根據本協議項下擬進行的任何交易接收及保留非金錢利益及現金回佣，或向第三方支付該等非金錢利益及現金回佣，客戶茲此同意天宸康合支付、收取及保留該等非金錢利益及現金回佣。

- 8.2 Soft dollars received by TCCS 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 service and investment-related publications. Such goods and services however, do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries, or direct money payments.

天宸康合收到的非金錢利益可能包括研究和諮詢服務、經濟及政治分析、投資組合分析，包括估值和業績評估、市場分析、數據及報價服務、與提供上述物品和服務相關的電腦硬件和軟件、結算及託管服務及投資相關的刊物。但該等物品及服務不包括旅遊、住宿、娛樂、一般行政物品或服務、一般辦公室設備或場所、會籍費、僱員薪金或直接付款。



- 8.3 TCCS will make available all information relating to the receipt and the circumstances under which the soft dollars and cash or money rebates were received and retained by TCCS, upon the request of the Client.

天宸康合將應客戶要求，向客戶提供有關天宸康合收取並保留非金錢利益和現金回佣的收據及情況的所有資料。

9. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

抵銷、留置權及帳戶之合併

- 9.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which TCCS may be entitled under the law or this Agreement, all of the Client's interest in any funds, securities, Commodities, futures contracts, options contracts and other properties (held by the Client either individually or jointly with others) held by or in the possession of TCCS, including safekeeping, at any time shall be subject to a general lien in favor of the TCCS as continuing security to offset and discharge all of the Client's obligations and liabilities of the Client to TCCS and any companies of the TCCS Group.

附加於及在不損害天宸康合可能根據法律或本協議擁有的任何一般留置權、抵銷權或其他類似權利的情況下，天宸康合持有或管有（包括保管在內）客戶於任何資金、證券、商品、期貨合約、期權合約及其他財產（由客戶個人或與其他人士聯名持有）的所有權益，於任何時間應受制於以天宸康合為受益人的一般留置權，作為持續抵押以抵銷並解除客戶對天宸康合及天宸康合集團任何公司的所有義務及責任。

- 9.2 In addition and without prejudice to any general liens or other similar right which TCCS may be entitled under the law or this Agreement and subject to the applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, TCCS for itself and as agent for any companies of the TCCS Group, at any time without notice to the Client, may combine or consolidate any or all accounts, of any nature whatsoever and either individually or jointly with others with TCCS or any companies of the TCCS Group and TCCS may set off or transfer any monies (in any currency), securities, Commodities, futures contracts, options contracts or other properties in such accounts to satisfy indebtedness obligations or liabilities of the Client to TCCS or any companies of the TCCS Group, whether such indebtedness obligations and liabilities be present or future, actual or contingent, primary or collateral, secured or unsecured, or joint or several.

附加於及在不損害天宸康合可能根據法律或本協議擁有的任何一般留置權或其他類似權利的情況下，並受制於適用的規則及法規包括但不限於客戶款項規則及客戶證券規則，天宸康合為其自身並作為天宸康合集團任何公司的代理人，於任何時間而在不通知客戶的情況下，可合併或綜合於天宸康合或天宸康合集團任何公司開立的任何性質的任何或所有帳戶（不論是個別或與他人聯名），天宸康合可抵銷或轉移該等帳戶中的任何款項（以任何貨幣）、證券、商品、期貨合約、期權合約或其他財產，以履行客戶對天宸康合或天宸康合集團任何公司的負債義務或責任（不論該等負債義務及責任屬現時或將來、實際或偶然、原有或附帶、有抵押或無抵押、或共同或個別）。

- 9.3 Without limiting or modifying the general provisions of this Agreement and subject to applicable rules and regulations, including without limitation, the Client Money Rules and the Client Securities Rules, TCCS may, without notice, transfer all or any sum or properties interchangeable between any of the accounts maintained at any time by the Client with TCCS and any companies of the TCCS Group.

在不限或修改本協議一般條款及受制於適用的規則及法規（包括但不限於客戶款項規則及客戶證券規則），天宸康合可不發通知，在客戶於天宸康合或天宸康合集團任何公司開立之任何戶口於任何時間調動全部或任何款項或財產。

10. NOTICE AND COMMUNICATIONS

通知及通訊

- 10.1 All notice and communications sent by TCCS to the Client pursuant to this Agreement may be sent and delivered by personal delivery, postal mail, facsimile or electronic transmission to the address, facsimile number or electronic mail address given in the Client Information Statement forming part of this Agreement or such other address, facsimile number or electronic mail address subsequently notified in writing to and received by TCCS.

根據本協議由天宸康合發給客戶的所有通知及通訊均可由專人送交、郵政信件、傳真或電子傳送發送及送達至作為本協議的一部份的客戶資料表格中列出的地址、傳真號碼或電郵地址，或隨後以書面通知及被天宸康合接受的其他地址、傳真號碼或電子郵件。



10.2 All communications so sent whether by personal delivery, mail, facsimile, electronic mail or otherwise, shall be deemed delivered and received, unless otherwise notified to TCCS by the Client. It is the Client's responsibility to ensure the Account's correctness and accuracy and to contact TCCS immediately with any discrepancies.

除非客戶另行通知天宸康合，否則以上述方式發出的所有通訊（不論是由專人送交、郵政信件、傳真、電子傳送或以其他方式發出）應被視為已送達並收到。客戶有責任確保其帳戶的正確性及準確性，若有差異，應立即聯絡天宸康合。

10.3 Where the Client has agreed that TCCS may send any notice, contract notes, confirmations, periodic statements and communication (if any) to the Client in electronic form ("**Electronic Communication**"), and the Client agrees to accept and bear all the risks associated with the sending and receiving of the Electronic Communication, including but not limited to the risks as follows:

倘客戶同意天宸康合可以電子形式（「**電子通訊**」）向客戶發出任何通知、成交單據、交易確認、定期結單及通訊（如有），客戶同意接受及承擔有關發送及接收電子通訊的所有風險，包括但不限於：

(a) communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media is, inherently an unreliable medium and 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（在本質上是不可靠的媒介）傳遞、發送及接收電子通訊，可能因不可預測的流量阻塞、所使用媒體的公眾性質及其他因素（如適用）導致干擾、傳輸中斷、延遲傳輸或錯誤資料傳輸；

(b) communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media may not be executed or may be delayed; and

透過互聯網或其他電子媒介傳遞、發送及接收電子通訊可能未被執行或被延誤；及

(c) communication and sending and receiving of personal data through the internet or other electronic media may be accessed by unauthorized third parties,

透過互聯網或其他電子媒介傳遞、發送及接收個人資料可能被未經授權的第三方獲取，

and the Client acknowledges and agrees that none of TCCS and its Affiliates and their respective shareholders, directors, officers, employees, representatives or agents (collectively "**Relevant Persons**") assumes any liability or responsibility to the Client or to any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against TCCS and the Relevant Persons in connection therewith.

客戶確認及同意天宸康合及其聯屬人及其各自的股東、董事、高級職員、僱員、代表或代理人（統稱「**有關人士**」）概無就以上情況招致或與之相關的任何後果對客戶或任何其他人士承擔任何責任，客戶茲此放棄就此向天宸康合及有關人士作出任何申索的所有權利。

10.5 If the Client has applied for the Hold-Mail Service of TCCS, the Client authorizes and agrees TCCS and its designated person to receive and hold on behalf of the Client all notices, communications, confirmations and statements to be sent to the Client hereunder until they are collected by the Client or the authorized representative of the Client. Any notices, communications, confirmations and statements which are not collected by the Client or its authorized representative may be disposed of by TCCS and its designated person as it deems fit. The Client accepts all consequences of and risks associated with the Hold Mail Service, including, without limitation, risks of delay, error, fraud or forgery. The Client hereby agrees to fully indemnify TCCS and its designated person against all Loss in connection with or arising out of the same.

倘客戶已申請天宸康合的信件留存服務，客戶茲此授權並同意天宸康合及其指定人士代客戶接收及持有所有按本條款送遞給客戶的所有通知、通訊、交易確認及結單，直至客戶或其獲授權代表取回為止。客戶或其獲授權代表未有取回的任何通知、通訊、交易確認及結單可由天宸康合或其指定人士按其視為合適的方式處置。客戶同意接受所有與信件留存服務有關的後果及風險，包括但不限於延誤、錯誤、欺詐或偽造的風險。客戶茲此同意就此相關或由此產生的所有損失全額彌償天宸康合及其指定人士。



10.6 The Client agrees to keep its Account information up to date, and to notify TCCS of any changes within forty-eight (48) hours. The Client understands, for the security and integrity of its Account, that TCCS may temporarily or permanently disable or restrict the Account, if and when the mails become undeliverable or are returned as a result of the Client's failure to provide, update and/or notify TCCS with most current and accurate Account information.

客戶同意及時更新其帳戶，並將任何變化在四十八(48)小時內通知天宸康合。客戶明白，倘由於客戶未能提供、更新及/或通知天宸康合有關其帳戶的最新和準確的資料而導致郵件無法送達或被退回，天宸康合出於對客戶帳戶安全和完整的考慮可以臨時或永久關閉或限制其帳戶。

11. CONFLICTS OF INTERESTS

利益衝突

11.1 The Client hereby acknowledges that TCCS and TCCS Group and their directors, employees and/or their associates may from time to time trade on their own accounts. The Client's attention is drawn to the fact that when TCCS deals with or for the Client, TCCS or its Affiliate or some other person connected with them may have an interest, relationship or arrangement which is material. Without limiting the nature of such interest, examples include:-

客戶茲此確認，天宸康合及天宸康合集團及其董事、僱員及/或其聯繫人可能不時於其自營或自身帳戶進行交易。客戶請注意，當天宸康合與客戶或為客戶進行交易，天宸康合或其聯屬人或一些與天宸康合或其聯屬人有關連的人可能有重大權益、關係或安排。在不限制該等權益性質的前提下，例子包括：

(a) dealing in the investment, a related investment or an asset underlying the investment, as principal for TCCS's or its own account or that of someone else. This could include selling to the Client or buying from the Client and also dealing with or using the services of an intermediate broker or other agent who may be an Affiliate;

以主事人身份，為天宸康合或其帳戶或他人的帳戶投資、相關投資或投資相關資產進行。這可能包括向客戶出售或向客戶購買，以及與可能為聯屬人的中介人經紀或其他代理人交易或使用其服務；

(b) matching (e.g. by way of a cross) the Client's transaction with that of another client by acting on its behalf as well as the Client;

為客戶及另一位代表的客戶的交易進行配對（例如以交叉盤方式）；

(c) buying from the Client and selling immediately to another client, or vice versa;

從客戶購買後即時出售予另一客戶，反之亦然；

(d) having (or having other clients who have) a holding or position (including a short position) in the investment concerned, a related investment or asset underlying the investment;

持有（或有其他客戶持有）有關投資、相關投資或投資相關資產的持倉或倉盤（包括短倉）；

(e) quoting prices to the market in the investment, a related investment or asset underlying the investment;

向投資、相關投資或投資相關資產的市場進行報價；

(f) buying or selling units in a collective investment scheme where TCCS or an Affiliate is the trustee, operator or manager or adviser of the trustee, operator or manager of the scheme;

購買或出售天宸康合或其聯屬人擔任受託人、經營人或經理人或受託人、經營人或經理人的顧問的集體投資計劃單位；

(g) being or having been involved as an underwriter or in some other capacity, in a takeover, a new issue or another transaction involving the investment or a related investment; or

以承銷商或其他身份擔任或參與作為涉及投資或相關投資的收購、新股發行或另一項交易；或

(h) advising and providing other services to other clients who may have interests in investments or underlying assets which conflict with the Client.

向可能擁有與客戶利益有衝突的投資或相關資產權益的其他客戶提供意見或其他服務。

11.2 The Client accepts that TCCS, any of its Affiliates, its subsidiaries, related companies or some other persons connected with TCCS may have interests which conflict with the Client's interests and may owe duties which conflict with duties which would otherwise be owed to the Client. TCCS agrees to take reasonable steps to avoid conflicts of interests and where such conflicts cannot be avoided, TCCS shall refrain from advising or dealing in such transaction unless it has disclosed such material interest or conflict to the Client and has taken



steps to ensure that the Client is treated fairly. Upon such disclosure, the Client consents to TCCS retaining any profits accruing to it in respect of any of the above.

客戶接受天宸康合、其任何聯屬人、其附屬公司、關連公司或一些與天宸康合的關連的人士可能與客戶的利益有衝突，也可能有與對客戶的責任有衝突之責任。天宸康合同意採取合理步驟以避免利益衝突，倘該等衝突不可避免，天宸康合則不應為該交易提供意見或進行買賣，除非天宸康合已向客戶披露該重大利益或衝突並已採取步驟以確保客戶獲得公平對待。作出該披露後，客戶同意天宸康合保留就有關上述任何一項所獲得的任何利潤。

12. ELECTRONIC TRADING SERVICE

電子交易服務

12.1 This Clause 12 shall apply where TCCS provides the Client with the services of the System (the “**Services**”) to enable the Client to electronically connect to the order management system operated by TCCS for execution of Electronic Instruction including but not limited to TCCS’s website, telephone, facsimile, electronic mail and devices as well as other software, systems and facilities provided by TCCS . Upon use of the Services for the first time, the Client shall be deemed to accept the Terms and Conditions set out herein as well as other terms and conditions to be specified by TCCS from time to time.

此第12條將適用於天宸康合向客戶提供系統的服務（「**服務**」），藉此讓客戶以電子方式連結至由天宸康合經營的指示管理系統以執行電子指示，包括但不限於天宸康合的網站、電話、傳真、電子郵件以及設備及其他軟件、系統及其他設施。一經客戶首次使用服務，應視為已接納本協議的條款及條件，以及天宸康合不時列明的其他條款及條件。

12.2 In this Clause, the following words and expression shall have the following meanings:

在本條中，下列詞語及詞句具以下含意：

“**Electronic Instruction**” means, in relation to the provision and use of the Services and the System, an electronic communication which TCCS believes in good faith to have been given by the Client or any Authorized Person via the System;

「**電子指示**」就提供及使用服務及系統而言，指天宸康合真誠相信已由客戶或任何獲授權人透過系統發出的電子通訊；

“**Supplier**” means the provider and/or operator of any part of the System;

「**供應商**」指系統任何部分的供應商及/或營運商；

“**System**” means the electronic system (including, without limitation, the direct market access services) which is supported by computer-based component systems for the order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services provided by TCCS and used by the Client from time to time; and

「**系統**」指天宸康合提供的，由基於電腦組件系統支持以進行傳遞買賣盤、執行、配對或登記的電子系統（包括但不限於直接市場連線服務），以及任何相關軟件、硬件、設施及服務；及

“**Third-party Supplied Part**” means any part of the System (including any associated software, hardware, facilities and services) which is not supplied by TCCS or any Affiliate of TCCS.

「**第三方供應配件**」指天宸康合或天宸康合的任何聯屬人提供的系統任何部分（包括任何相關軟件、硬件、設施及服務）。

12.3 The Client agrees that the Authorized Person(s) shall be the only authorized user(s) of the System, and shall be solely and wholly responsible for the Electronic Instruction placed and all transactions conducted with the use of your log-in name and password issued by TCCS to the Client. Furthermore, the Authorized Person(s) shall be solely and wholly responsible for the confidentiality, security and use of the Client’s digital certificate, or the password and/or log-in name issued to the Client by TCCS.



天宸康合證券 TC Concord Securities

客戶同意，獲授權人是系統唯一獲授權用戶，並且須獨自及完全負責透過使用天宸康合發給客戶的登入名稱及密碼下達的電子指示及進行的所有交易。此外，獲授權人須獨自及完全負責天宸康合發給客戶的數碼證書、密碼及/或登入名稱的保密性、安全性及使用。

- 12.4 TCCS makes no warranties, express or implied, concerning the Services and the System. The Client acknowledges that the System has not been developed for the Client's individual needs and has been selected and is used by the Client on an "as is," "as available" basis at its own volition and risk and that TCCS shall bear no responsibility whatsoever for any consequence arising from the Client's choice or use of the System.

天宸康合對有關服務及系統不作明示或默示的保證。客戶確認系統並非為客戶個別需求而開發，並依客戶意願及自行承擔風險由客戶基於「現狀」和「可提供」而選擇及使用，而天宸康合毋須就客戶選擇或使用系統所引致的任何後果承擔責任。

- 12.5 The Client assumes full responsibility and risk of Loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) on or through the System. 客戶對其使用或接觸系統中或經由系統的數據、檔案、資訊、內容或其他資料（包括但不限於軟件）所產生的任何損失承擔完全責任及風險。

- 12.6 Unless TCCS and the Client have agreed otherwise in writing, the Client shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Client in relation to the supply of any part of the System.

除非天宸康合與客戶另有書面協議，客戶須獨自負責安裝及維持任何相關硬件及軟件、與任何供應商就登入及使用系統作出一切必要安排，並符合就有關系統所施加的所有要求，包括安裝及更新任何適用的保安程序，以及客戶就有關供應系統任何部件所訂立的任何適用協議。

- 12.7 TCCS shall have no responsibility to maintain the Services and information made through the System or to supply any corrections or updates in connection therewith. Availability of the Services and information are subject to change without notice.

天宸康合無責任維持服務及經由系統作出的資料，或就此提供任何修改或更新。服務的可用性及資料可隨時修改而毋須作出事先通知。

- 12.8 The Client is responsible for the accuracy and adequacy of all Electronic Instructions and information communicated via the System to TCCS and for all use made of the System through the access provided to the Client. TCCS shall be entitled to rely and act on such Electronic Instructions (without conducting any due diligence as to the authenticity or authority of the Electronic Instructions) and information as being accurate, complete and duly authorized by and binding on the Client. Any transaction executed by TCCS in accordance with any such Electronic Instructions or information shall be binding on the Client regardless of whether or not it has in fact been effected with the Client's authority. Electronic Instructions may only be revoked or amended via the System or such other way(s) as agreed between TCCS and the Client from time to time. The Client agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorized Persons who are duly authorized by the Client to give such Electronic Instructions to TCCS via the System. Without prejudice to the generality of Clause 12.4, TCCS makes no warranty whatsoever to the Client, express or implied, regarding the security of the Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Client through the System.

客戶須就經系統傳遞予天宸康合的所有電子指示及資料之準確性和充足性及透過給予客戶的登入權限而對系統的使用承擔責任。天宸康合有權依據及遵照該電子指示（毋須就電子指示的真實性或其授權作出盡職調查）行事，並視該等資料為準確、完整及經客戶妥為授權並對客戶有約束力。天宸康合按任何該等電子指示或資料執行的任何交易，不論是否事實上經由客戶授權執行，均對客戶具有約束力。電子指示只能經系統或天宸康合與客戶不時共同協議的其他方式方可撤銷或更改。客戶同意維持足夠的保安程序，防止未獲客戶正式授權的人登入或使用系統向天宸康合發出電子指示。在無損第12.4條一般性的前提下，天宸康合不會就服務及系統的安全性對客戶作明示或默示的保證，包括未經授權人士截取或獲取客戶經系統傳遞的資料的能力。



12.9 TCCS may accept the digital signature of the Client supported by a digital certificate tendered to TCCS issued by such certification authority as may be acceptable to TCCS. TCCS is entitled to treat such digital signature as the manual signature of the relevant person, and may presume the correctness of the information contained in a digital certificate tendered by or on behalf of the Client if the relevant digital certificate was published in a repository.

天宸康合可接受客戶向天宸康合遞交獲天宸康合認可的核證機關頒發的數碼證書所證明的數碼簽署。天宸康合可將此數碼簽署視作有關人士的親筆簽名，若該數碼證書已載於儲存庫內，天宸康合可推定客戶或代其提交之數碼證書內所載資料為正確。

12.10 Under no circumstances shall TCCS be responsible for any Electronic Instructions for which it has not duly and properly received. Electronic Instructions will only be executed during normal trading hours of the relevant market or exchange.

在任何情況下，天宸康合不會對未妥善及恰當收取的任何電子指示承擔責任。電子指示只會於相關的市場或交易所的正常交易時間執行。

12.11 Unless otherwise agreed, TCCS will not execute any Electronic Instructions of the Client through the System until it is satisfied that the Client has sufficient cleared funds or securities in the Account to settle the related transactions as set out in Clause 6.

除非另有約定，天宸康合不會執行客戶經系統下達的任何電子指示，直至其滿意客戶在帳戶中有足夠可動用的資金或證券以結算第6條所載之有關交易。

12.12 TCCS shall not be deemed to have received and/or executed the Electronic Instructions made by the Client through the System unless and until the Client is in receipt of an order acknowledgement receipt issued by TCCS and confirmation of execution of the Electronic Instructions (subject to details set out in the confirmation and periodic statements issued under Clause 5.13).

除非及直至客戶接獲天宸康合發出的指令確認收據及執行電子指示的確認書(須符合依據第5.13條發出的確認書及定期結單所載詳情)，天宸康合不應被視為已接獲及/或執行客戶透過系統發出的電子指示。

12.13 The Client acknowledges and agrees that, as a condition of TCCS's provision of the Services and the System, the Client shall immediately notify TCCS if:

客戶確認及同意，作為天宸康合提供服務及系統的條件，如出現以下情況，客戶須立即通知天宸康合：

(a) after giving an Electronic Instruction, the Client has not received any order acknowledgement receipt or the acknowledgement contains incorrect details; or

於發出一項電子指示後，客戶並未收到任何指令確認收據或載有不正確詳情的確認書；或

(b) the Client becomes aware of any unauthorized use of or disclosure of or access to the Client's digital certificate, log-in name or password or that any unauthorized transactions have been effected.

客戶知悉任何未經授權使用或披露或獲取客戶的數碼證書、登入名稱或密碼，或有任何未經授權交易已獲執行。

12.14 The Client acknowledges that it has no proprietary interests in any of the market data and the intellectual property rights subsist in the computer software comprised in the component parts of the System. The Client also warrants that it shall not and shall not attempt to tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way of any such component parts.

客戶確認其並不擁有系統組成部分的電腦軟件中任何市場數據及知識產權的專有權益。客戶亦保證其不會及不會試圖對任何該等組成部份進行擅自改動、修改、解編、還原工程、損毀、銷毀或以任何其他方式作出改動。

12.15 The Client further acknowledges that TCCS makes no representation and warranties on the timeliness, sequence, accuracy, adequacy or completeness of market data or other information services, nor does TCCS warrant the availability of the Services. The Client agrees that TCCS shall not be liable in any inaccuracy, error, or omission in the data and other information, or from any interruption or delay in the transmission, or suspension or breakdown of the Services or the System, or other Loss arising from or caused by forces beyond the control of TCCS.

客戶進一步確認，天宸康合對於市場數據或其他資訊服務的及時性、有序性、準確性、充足性或完整性並無作出任何陳述及保證，亦不保證服務的可用性。客戶同意天宸康合毋須對數據及其他資訊的任何不準確、錯誤或遺漏負上任何責任、或對服務或系統傳送的任何干擾或延誤、或中止或失靈，或因非天宸康合所能控制的情況下產生或導致的其他損失承擔責任。



12.16 Subject as provided in this Clause 12, neither TCCS nor any of its Affiliates or agents shall be liable to the Client (or to any third party) for any Loss suffered by the Client (or any other third party) arising out of or in connection with TCCS's provision of the Services or the System hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Electronic Instructions from the Client.

受制於第12條的規定，天宸康合、其任何聯屬人或代理人均無需就由於或關於天宸康合按本協議提供服務或系統或其就根據客戶的電子指示執行任何交易相關而承諾的任何作為或不作為導致客戶（或任何第三方）遭受的任何損失對客戶（或任何第三方）承擔責任。

12.17 In the event of any failure, interruption or delay in the performance of TCCS's obligations hereunder as a result of any act, event or circumstance not within the control of TCCS from time to time, including but not limited to: 倘天宸康合於本協議項下的任何義務失誤、干擾或延誤是由於不時發生的非天宸康合所能控制的任何行動、事件或情況所導致，包括但不限於：

(a) industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere; 工業糾紛、任何政府或官方機構或跨國團體、機構或機關或香港或香港以外的任何交易所或任何監管機構的行動或規例；

(b) service malfunctions, delay, suspension, interference, or operational difficulties encountered by the Client or third party service providers of electronic communications and telecommunication facilities wherever located;

不論何處的第三方電子通訊及通訊設備服務供應商的服務失誤、延誤、中斷、干擾或操作困難；

(c) breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment;

任何通訊、電訊或電腦服務或電子設備停頓、故障、延誤、干擾或失常(在各種情況下，不論屬全部或部分、暫時或永久)；

(d) defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions;

第三方未有履行其完成任何交易所需的責任；

(e) suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and

任何交易所或其他市場的交易被暫停或受限制，或任何相關交易所、結算所及/或經紀由於任何原因未能履行其各自義務；及

(f) orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion,

法院命令、火災、戰爭、天然災害、恐怖襲擊、暴動或內亂，

then neither TCCS nor any of its Affiliates nor any of their respective agents shall be liable or have any responsibility of any kind for any Loss thereby suffered or incurred by the Client (or any third party).

則不論天宸康合或其任何聯屬人或其各自的代理人均毋須為客戶（或任何第三方）因此遭受或產生的任何形式的任何損失而承擔任何責任。

12.18 Neither TCCS nor any Affiliate nor any of their respective agents shall be liable to the Client or any third party for any Loss arising directly or indirectly out of or in connection with:

天宸康合或其聯屬人或其各自的代理人均毋須就下列情況直接或間接導致或與之相關的任何損失對客戶(或任何第三方)承擔責任：

(a) the Client's choice and/or use (whether by Authorized Persons or otherwise) of the System or any part thereof for communication with TCCS;

客戶選擇及/或使用（不論是否經獲授權人）與天宸康合通訊的系統或其任何部分；

(b) the Client's inability to access to or use of the Services or System or any part thereof for any reason;

客戶由於任何原因而無法登入或使用服務或系統或其任何部分；

(c) any failure by the System to transmit or any delay in the transmission of any Electronic Instruction (including acknowledgement of receipt of an Electronic Instruction, if any) or notification of execution or rejection of such Electronic Instruction; or

系統無法傳遞或延誤傳遞任何電子指示（包括電子指示的確認收據（如有））或執行或拒絕該電子指示的通知；或



- (d) any errors or omissions in any Electronic Instruction from the Client to TCCS that arises due to any equipment or software error or malfunction in or affecting the System or constraints on the capacity of the System or any error by any Supplier of any part of the System or any operator of the System.

由於系統中或影響系統或制約系統性能的任何設備或軟件錯誤或失常，或系統任何部分的任何供應商或系統營運商的任何錯誤，導致客戶向天宸康合作出的任何電子指示的任何錯誤或遺漏。

- 12.19 TCCS makes no express or implied guarantee, warranty or representation of any kind whatsoever in relation to any Third-party Supplied Part, or to the Client's choice or use of such Third-party Supplied Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplied Part for the Client's use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplied Part, and none of TCCS's representatives has authority to agree to the contrary. To the extent permitted by applicable laws, all representations and warranties, express or implied, statutory or otherwise, as to such matters are hereby expressly excluded.

天宸康合並無就有關任何第三方供應配件或客戶選擇或使用的該等第三方供應配件作出任何性質的明示或隱含擔保、保證或陳述，包括但不限於有關客戶對第三方供應配件的適用性或其他方面，或有關該等第三方供應配件的可用性、準確性、性能、表現或可信賴性，天宸康合的代表並無權作出相反同意。在適用法律許可的範圍內，所有有關該等事宜的明示或隱含、法定或其他形式的陳述及保證均茲此被明確排除。

- 12.20 TCCS may, from time to time, (regardless of whether or not TCCS is the Supplier) impose such restrictions or limits on the Client's use of the System or on the type of Electronic Instructions or other communications which the Client may transmit to TCCS and which TCCS may accept via the System, as TCCS in its sole discretion determines.

天宸康合可不時就客戶對系統的使用或就電子指示的類型或客戶可能傳遞予天宸康合的其他通訊，全權酌情決定透過系統接受的施加約束或限制（不論天宸康合是否屬供應商）。

- 12.21 Any record maintained by TCCS relating to the Electronic Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of TCCS.

天宸康合保留的關於經系統作出的電子指示及資訊的任何記錄均為該等事宜之不可推翻的證據（有明顯錯誤的情況除外），及應為天宸康合之財產。

13. JOINT ACCOUNTS

聯名帳戶

- 13.1 Where the Client consists of more than one person (each a "joint account holder"), the Account shall be a joint account with the right of survivorship. The death of any one joint account holder does not operate to terminate this Agreement. Upon the death of any such joint account holder, the interest of the deceased in the Account will enure to the benefits of the survivor(s).

倘客戶包括一名以上人士（各自為一名「聯名帳戶持有人」），帳戶將為擁有生存者取得權的聯名帳戶。任何一名聯名帳戶持有人身故並不會導致本協議終止。任何該等聯名帳戶持有人身故後，死者於帳戶中的權益將歸於尚存人士所有。

- 13.2 The liabilities of each joint account holder shall be joint and several.

每名聯名帳戶持有人須共同及各別承擔責任。

- 13.3 Any notice, payment or delivery by TCCS to either or any one of the joint account holders shall be a full and sufficient discharge of TCCS's obligations to notify, pay or deliver under this Agreement.

天宸康合向任何一名聯名帳戶持有人作出的任何通知、付款或交付，應為天宸康合已完全地及充分地履行其於本協議項下的通知、付款或交付責任。

- 13.4 In the event of any joint account holder is incapacitated or if a bankruptcy order is made against any joint account holder or if the operation of the Account is affected by any court order or notice from any competent authority against a joint account holder, the operation of the Account (including the withdrawal or transfer of funds or securities) will be suspended until an administrator or receiver is appointed or the consent of the receiver or Official Receiver is obtained or the court order is discharged or the relevant notice is removed (as the case may be).



倘任何聯名帳戶持有人喪失行為能力或被頒令破產，或倘帳戶的操作受到任何法院法令或任何主管當局對其中一名聯名帳戶持有人發出通知的影響，則帳戶的操作（包括提取或轉移資金或證券）將會暫停，直至破產管理人或接管人已獲委任，或已取得接管人或破產管理署署長同意，或法院法令已解除，或有關通知已獲撤銷（視情況而定）為止。

14. DEFAULT

違責

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

以下任何一項事件將構成違責事件（各自為一項「**違責事件**」）：

- (a) the Client fails or is likely to fail to observe or perform any of its obligations hereunder or any representation, warranty or undertaking, is or becomes in the sole discretion of TCCS, materially incorrect;
客戶無法或可能無法遵守或履行本協議項下的任何義務，或在天宸康合全權酌情下認為客戶的任何陳述、保證或承諾為或成為嚴重不正確；
- (b) a petition is presented in any court of competent jurisdiction or a resolution is passed for the winding up of the Client;
任何具司法管轄權的法院接獲針對客戶的破產呈請，或已通過決議案要求將客戶清盤；
- (c) in the case where the Client is an individual(s), partnership or sole proprietorship, (i) a bankruptcy or winding up order is made against the Client or any of the partners, (ii) a presentation of the petition for bankruptcy or winding up is filed by or against the Client or any of the partners, or (iii) the Client or any partner dies, becomes of unsound mind, becomes insane or becomes incapacitated in any way;
倘客戶屬個人、合夥或獨資公司，(i) 客戶或任何合夥人被頒令破產或清盤，(ii) 客戶或任何合夥人提請或被提請破產或清盤呈請，或 (iii) 客戶或任何合夥人身故，以任何方式變得精神失常，精神錯亂或喪失行為能力；
- (d) any distress or execution is levied or enforced upon or issued against or any encumbrance takes possession of or a receiver, administrator, trustee, liquidator and/or manager or other similar officer is appointed over the whole or any part of the undertaking or assets of the Client;
客戶全部或任何部分的業務或資產被徵收或強制執行或發出財物扣押令或負有任何產權負擔或被接管，或接管人、破產管理人、信託人、清盤人及/或管理人或其他類似官員已獲委任；
- (e) any steps are taken or proceeding initiated or protection sought under any applicable bankruptcy, reorganization or insolvency law by, in respect of or against the Client;
就有關或針對客戶根據任何適用的破產、重組或清盤法律採取任何步驟或啟動法律程序或尋求保護；
- (f) any event equivalent to an event specified in (b), (c), (d) or (e) occurs under the laws of any other jurisdiction;
根據其他司法管轄區的法律發生相當於 (b)、(c)、(d) 或 (e) 款所述事件的任何事件；
- (g) the Client’s failure to pay any deposits, Margins or any other sums payable to the Company or submit to the Company any documents or delivery any securities to the Company hereunder, when called upon to do so on a date stipulated by the Company;
客戶未能支付應支付予天宸康合的任何按金、保證金或任何其他金額，或未能應要求於天宸康合規定的日期根據本協議向天宸康合遞交任何文件或交付任何證券；
- (h) TCCS has made at least two attempts to demand from the Client any Margin, but for whatever reason, has not been able to communicate with the Client;
天宸康合已嘗試至少兩次要求客戶作出任何保證金，但由於任何原因未能與客戶溝通；
- (i) whenever TCCS at its absolute discretion deems that (i) a situation has arisen which makes it unlikely, in the sole opinion of TCCS, that the Client will be able to perform all the Client’s obligations hereunder or that (ii) it is desirable or prudent for TCCS’s own protection.
不論何時，倘天宸康合絕對酌情認為 (i) 在天宸康合單獨認為客戶不太可能履行其在本協議項下的所有義務的情況已出現或 (ii) 為天宸康合自我保護屬必要或審慎。

14.2 All the amounts owing by the Client to TCCS or its Affiliates together with interest will become immediately due and payable without any notice or demand upon the occurrence of an Event of Default. In addition, TCCS shall be entitled to:



天宸康合證券

TC Concord Securities

於發生違責事件時，客戶欠付天宸康合或其聯屬人的所有款項連同利息將即時到期及應付，毋須任何通知或要求。此外，天宸康合有權：

- (a) immediately close the Account(s);
立即關閉帳戶；
- (b) terminate all of any part of this Agreement;
終止本協議之全部或任何部分；
- (c) cancel any or all outstanding instructions or any other commitments made on behalf of the Client;
代表客戶取消任何或所有未完成的指示或任何其他承諾；
- (d) without liability for any loss that may thereby be incurred by the Client, Close Out any or all open position that the Client may have with TCCS and cancel any open orders for the purchase or sale of any securities;
對客戶可能於天宸康合擁有的任何或全部未平倉合約進行平倉，並取消購買或出售任何證券的任何未執行指令，而毋須就客戶可能因此發生的任何損失承擔責任；
- (e) refuse to deliver or transfer any of the securities standing to the credit of any of the Client's Accounts until such time as all obligations and liabilities owed to TCCS by the Client have been fully discharged;
拒絕交付或轉移客戶任何帳戶列為進帳的任何證券，直至客戶欠付天宸康合的所有義務及責任全部獲解除；
- (f) dispose or initiate the disposal by an associate entity of TCCS, pursuant to s6(3) of the Client Securities Rules, of any of the Client's securities or securities collateral in settlement of any liability owed by or on behalf of the Client to TCCS and to apply such proceeds and any cash deposit(s) to settle all outstanding balances owing to TCCS; or
由天宸康合的聯屬實體根據客戶證券規則第 6(3)條出售或啟動出售客戶的任何證券或證券抵押品，以償付客戶或代表客戶欠付天宸康合的任何負債，並以該等收益及任何現金存款償付欠付天宸康合的所有未償還餘額；
或
- (g) combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 9.
根據第 9 條合併、綜合並抵銷客戶的任何或所有帳戶。

14.3 The Client undertakes to pay to TCCS any deficiency if the Client's net assets, net proceeds of the sale or net proceeds of liquidation shall be insufficient to cover all outstanding balances owing by the Client to TCCS.

客戶承諾倘客戶的資產淨額、售賣收益淨額或清算收益淨額不足以償付客戶欠付天宸康合的所有未償還餘額，客戶將向天宸康合支付任何不足額。

14.4 If the Client suffers pecuniary loss by reason of TCCS's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

倘客戶由於天宸康合的違責而蒙受金錢損失，則投資者賠償基金的責任限於《證券及期貨條例》及相關附屬法例規定的有效申索，並將受制於《證券及期貨(投資者賠償-徵費)規則》所列金額上限，因此概無保證由於該等違責而蒙受的任何金錢損失一定會獲投資者賠償基金全額、部分或可補償。

15. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

陳述、保證及承諾

15.1 The Client hereby warrants, represents and undertakes to TCCS on a continuing basis that:

客戶茲此持續不斷地向天宸康合保證、陳述及承諾：

- (a) the Client is entering into this Agreement with TCCS as principal and is not trading on behalf of any other person (except where TCCS is notified in writing and such is expressly approved by TCCS);
客戶是以主事人身份與天宸康合訂立本協議，並非代表任何其他人(除非天宸康合獲書面通知並經天宸康合明確批准)；
- (b) the Client Information Statement is true and complete at the date hereof and the Client will notify TCCS in writing upon any material changes in the information provided in the Client Information Statement or any other information relating to the Client. Until the Client gives such written notification to TCCS, TCCS shall be entitled to rely on the information contained in the Client Information Statement. TCCS is



hereby authorized to conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client as set out in the Client Information Statement or otherwise;

客戶資料表格中的資料於本協議日期屬真實和完整，倘客戶資料表格中的資料或任何其他與客戶有關的資料有任何重大變更，客戶將立即通知天宸康合。在天宸康合未有接獲書面通知前，天宸康合有權倚賴客戶資料表格中的資料行事。天宸康合茲此獲授權對客戶進行信貸調查或核證以核實客戶於客戶資料表格或以其他方式提供的財政狀況及投資目標；

- (c) (except where TCCS is notified in writing and such is expressly approved by TCCS) the Client is the beneficial owner of the securities, Commodities, futures contracts or options contracts under the Account free from any lien, charge, equity or encumbrance (save as created by or under this Agreement) and will not charge, pledge or allow to subsist any charge or pledge over the securities, Commodities, futures contracts or options contracts or monies in the Account (save as created by this Agreement) or grant or purport to grant an option over any securities, Commodities, futures contracts or options contracts or monies in the Account without the prior written consent of TCCS;

(除非天宸康合獲書面通知並經天宸康合明確批准)客戶為帳戶項下證券、商品、期貨合約或期權合約的實益擁有人，並不附帶任何留置權、抵押、權益或產權負擔(根據本協議創設者除外)，並不會抵押、質押證券、商品、期貨合約或期權合約或帳戶內的款項，或允許當中存在任何抵押或質押(根據本協議創設者除外)，或未經天宸康合事先書面同意，對任何證券、商品、期貨合約或期權合約或帳戶內的款項授予或擬授予期權；

- (d) (except where TCCS is notified in writing and such is expressly approved by TCCS) the Client is the person or entity (legal or otherwise) ultimately responsible for originating the Instruction in relation to each transaction in the Account and the person or entity (legal or otherwise) that stands to gain the commercial or economic benefit of each transaction in the Account and/or bear its commercial or economic risk;

(除非天宸康合獲書面通知並經天宸康合明確批准)客戶是最終負責發出有關帳戶內各項交易指示的人士或實體(不論是否法律實體)，及為賺取帳戶內各項交易的商業或經濟利益及/或承擔其商業或經濟風險的人士或實體(不論是否法律實體)；

- (e) the Client has full power and authority to enter into and perform its obligations under this Agreement and if the Client is a corporate client, it has obtained all necessary consents from shareholders and directors and has taken all necessary actions to enable the Client to enter into this Agreement and perform all the obligations of the Client under this Agreement. The Client has also obtained and will maintain in full force and effect any necessary consents, licences and authorities;

客戶有充分權力及授權以訂立並履行其於本協議項下的義務，倘客戶屬企業客戶，則客戶已向股東及董事取得所有必要同意，並已採取所有必要行動以使客戶訂立本協議並履行客戶於本協議項下的所有義務。客戶亦已取得必要的同意、牌照及授權，並將維持其十足效力及生效；

- (f) this Agreement constitutes a valid and legally binding agreement on the Client enforceable in accordance with their terms;

本協議對客戶構成有效及具法律約束力的協議，並可按其條款執行；

- (g) this Agreement and its performance and the obligations contained herein do not and will not:

本協議及其履行以及其條款所列的責任並無亦不會：

- (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which the Client is subject or any provisions of the memorandum and articles of association or bye-laws of the Client (if applicable); or

違反任何現行適用法律、法例、條例、規則或法規或任何對客戶具約束力的法庭判決、法令或許可，或違反客戶的公司組織大綱、章程細則或附例(如適用)；或

- (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Client is a party or is subject or by which any of the Client's property is bound;

抵觸或導致違反客戶屬其中一方或受其約束或客戶的財產受其制約的任何協議或其他文據的條款或構成任何違責；



- (i) except as previously disclosed in writing to TCCS, the Client as well as its director, officer, partner, shareholder, employee or Authorized Person, is not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an Affiliate of any introducing broker, or an officer, partner, director or employee of any licensed corporation;

除非先前已向天宸康合作出書面披露，客戶及其董事、高級職員、合夥人、股東、僱員或獲授權人並非任何交易所、交易委員會、結算所、銀行或信託公司的高級職員或僱員，或任何介紹經紀的聯屬人，或任何持牌公司的高級職員、合夥人、董事或僱員；

- (j) the Client is not a citizen or resident of the United States of America, or in the case of a corporate client, its underlying shareholders are not citizens or residents of the United States of America, and you will give specific written notice to TCCS if this is not the case or upon any subsequent change to such status; and

客戶並非美國的公民或居民，或在公司客戶的情況下，其相關股東並非美國的公民或居民，倘情況並非如此或於該等狀況發生任何隨後變更時，閣下將向天宸康合發出特定書面通知；及

- (k) the Client understands the nature and risks of the products in which it is trading and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in such products.

客戶明白其交易之產品的性質及風險，並有充足的淨值以承受風險及承擔該等交易帶來的潛在虧損。

- 15.2 The above representations, warranties and undertakings shall be deemed to be repeated immediately before each Instruction is given or executed.

上述陳述、保證及承諾將被視為在緊接發出或執行每項指示前已再次重複作出。

- 15.3 If, in relation to any particular transaction in the Account, the Client is not the person or entity (legal or otherwise) ultimately responsible for originating the Instruction or the person or entity (legal or otherwise) that stands to gain its commercial or economic benefit and/or bear its commercial or economic risk, the Client undertakes and agrees to provide information on the identity, address and contact and other details of such person or entity to TCCS before giving the Instruction to TCCS. The Client also undertakes and agrees to provide such information directly to the relevant exchanges, government agencies or regulators within two (2) days of TCCS's written request and such undertaking and agreement will survive any termination of this Agreement.

就帳戶中的任何特定交易而言，倘客戶並非最終負責發出指示的人士或實體（不論是否法律實體）或並非賺取其商業或經濟利益及/或承擔其商業或經濟風險的人士或實體（不論是否法律實體），客戶承諾並同意在向天宸康合發出指示前，提供有關該人士或實體的身份、地址及聯絡方式的資料及其他詳情予天宸康合。客戶亦承諾並同意於天宸康合的書面要求後兩（2）日內向有關交易所、政府機構或監管機構提供該等資料，該等承諾及同意將於本協議終止後持續生效。

- 15.4 Where the Client is acting as an investment manager of any collective investment schemes, discretionary accounts or trusts, if there are any transactions in which the investment discretion of the Client is overridden, the Client agrees that it will advise TCCS of such fact and provide information on the identity and contact and other details of the person overriding the investment discretion of the Client before giving Instruction to TCCS. The Client also undertakes and agrees that the Client will disclose such information to the relevant exchanges, government agencies or regulators within two (2) days of TCCS's written request and such undertaking and agreement will survive any termination of this Agreement.

在客戶作為任何集體投資計劃、全權委託帳戶或信託的投資經理的情況下，倘有任何交易的投資授權獲撤銷，客戶同意其將告知天宸康合該事實並於向天宸康合發出指示前，提供撤銷客戶投資授權人士的身份及聯絡資料和其他詳情。客戶亦承諾並同意於天宸康合的書面要求後兩（2）日內向有關交易所、政府機構或監管機構提供該等資料，該等承諾及同意將於本協議終止後持續生效。



16. FOREIGN ACCOUNT TAX COMPLIANCE ACT OF THE UNITED STATES
美國《外國帳戶稅收遵從法》

16.1 The Client has been fully informed and agreed to cooperate with TCCS's necessary measures taken in compliance with any tax laws (including without limitation, the U.S. Foreign Account Tax Compliance Act ("FATCA") and the laws of Hong Kong, international treaties or governmental agreements. Such measures may include a nationality and taxpayer identity investigation over the Client or the beneficial owners of entity clients, disclosure of tax information and account information to the authority (including the Hong Kong government and the U.S. government), and tax withholding or service termination for a cause against the Client provided that the nationality and taxpayer identity investigation indicates that the relationship between the Client and TCCS meets the conditions set forth in any tax laws, international treaties or governmental agreements (such conditions include without limitation, the Client or its beneficial owner failing to provide information necessary to the aforementioned investigation, failing to represent and warrant the truthfulness of the forms and documents or any information provided regarding the Client's FATCA status, or does not consent to TCCS's disclosure of the aforementioned information disclosure to the Hong Kong government and the U.S. government).

客戶已充分了解並同意配合天宸康合為遵從任何稅法（包括但不限於美國《外國帳戶稅收遵從法》（「《外國帳戶稅收遵從法》」）及香港法律、國際條約或政府協議）而採取的必要措施。該等措施可能包括對客戶或實體客戶實益擁有人的國籍及納稅人身份調查、向當局（包括香港政府及美國政府）披露稅務資料及帳戶資料，以及稅務扣繳或由於某種原因的服務終止，前提是國籍及納稅人身份調查顯示客戶及天宸康合的關係符合稅法、國籍條約或政府協議所載條件（該等條件包括但不限於客戶或其實益擁有人未能為上述調查提供所需資料，未能陳述並保證就有關客戶的《外國帳戶稅收遵從法》狀況所提供的表格及文件或任何資料的真實性，或不同意天宸康合披露上述資料予香港政府及美國政府）。

17. INDEMNITY
彌償

17.1 The Client agrees to fully indemnify and hold harmless each of TCCS, its Affiliates and their respective directors and Custodial Agents against all claims, actions, liabilities and proceedings (whether actual or contingent) against any of TCCS, its Affiliates or any of their directors or Custodial Agents and bear all Loss (including legal fees) which they may suffer in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under or in connection with this Agreement, including any action taken by TCCS or any of its Affiliates to protect or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by the Client unless such claims, actions, liabilities or proceedings arises due to fraud, willful default or gross negligence on the part of TCCS.

就所有針對天宸康合、其聯屬人或其任何董事或保管代理人作出的所有申索、訴訟、責任及法律程序（不論實際或偶然）而言，客戶同意全數彌償及承擔天宸康合、其聯屬人及其各自的董事和保管代理人就履行其本協議項下或關於本協議的義務或服務或行使權利、權力或酌情權，包括由天宸康合或其任何聯屬人為保障或強制執行其權利或在本協議項下的抵押權益（不論是否因客戶的任何失責或違責所致）而蒙受的損失（包括法律開支），除非該等申索、訴訟、責任或法律程序是由於天宸康合的欺詐、蓄意違責或嚴重疏忽而產生。

17.2 So far as the applicable laws, rules, regulations and the Code permits, TCCS shall not be liable for any Loss of the Client or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of the Custodial Agent or any person, firm or company through or with whom transactions are effected for the Account.

在法律、規則、法規及守則許可的情況下，天宸康合毋須對或因保管代理人或經由或於其為帳戶執行交易的任何人士、商號或公司的任何過失、無力償債、作為或不作為而引致客戶之任何損失或任何事項負責。

18. ADMENDMENT AND TERMINATION

修訂及終止

18.1 To the extent permitted by law, TCCS may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying the Client in accordance with Clause 10. If the Client does not accept the same, the Client may terminate this Agreement by notifying TCCS in writing within seven (7) Business Days from the date of Client's receipt or deemed receipt of notice in accordance with Clause 10. If the Client does not terminate this Agreement within such time or if the Client continues to operate the Account(s) after receipt or deemed receipt of notice of the amendment or supplement, the Client shall be deemed to have accepted such amendment or supplement and shall continue to be bound by this Agreement as so amended or supplemented.

在法律允許的範圍內，天宸康合可根據第 10 條通知客戶不時修訂或補充（不論是通過增加本協議的附錄或以其他方式）本協議的任何條款及條件。倘客戶不接受該等修訂或補充，則客戶可根據第 10 條於客戶收到或視為收到通知後七（7）個工作天內向天宸康合發出書面通知終止本協議。倘客戶並未於七（7）個工作天內終止本協議，或倘客戶於收到或視為收到修訂或補充通知後繼續操作帳戶，則視為客戶已接受該修訂或補充，並繼續受經修訂或補充的本協議約束。

18.2 Subject to Clause 18.1, this Agreement may be amended or supplemented only by TCCS at any time and from time to time by giving written notice, which amendment or supplement shall take effect on the date stated in such written notice, or otherwise in writing signed by both TCCS and the Client.

受制於第 18.1 條，本協議僅可由天宸康合於任何時間及不時通過發出書面通知而修訂或補充，該等修訂或補充於該書面通知所述日期或經天宸康合及客戶雙方書面簽署的其他日期生效。

18.3 This Agreement may be terminated by TCCS at any time and from time to time by giving not less than seven (7) Business Days prior written notice of termination to the Client. However, TCCS may terminate this Agreement forthwith at any time without notice to the Client if the Client breaches or fails to comply with any provision of this Agreement.

本協議可由天宸康合於任何時間及不時通過向客戶發出不少於七（7）個工作天事先書面終止通知而終止。然而，倘客戶違反或未能遵從本協議的任何條款，天宸康合可毋須向客戶發出通知而於任何時間即時終止本協議。

18.4 This Agreement may be terminated by the Client giving not less than seven (7) Business Days prior written notice to TCCS and such termination shall take effect on the date stated in such written notice.

客戶可向天宸康合發出不少於七（7）個工作天事先書面終止通知而終止本協議，及該終止生效日期將在書面通知中載明。

18.5 No transaction shall be entered into or effected from the date of notice of termination.

自終止通知之日起不得進行任何交易或使交易生效。

18.6 Any termination shall not affect any transaction entered into, or prejudice or affect any right, power, duty and obligation of either party accrued, prior to such termination.

任何終止不得影響該終止前訂立的任何交易，或損害或影響任一方於該終止前累計的任何權利、權力及義務。

18.7 Upon termination of this Agreement, the Client will immediately pay to TCCS any and all amounts due or owing to it. On the other hand, any interest previously agreed to be payable to the Client on any credit amount held under the Account shall thereupon cease to be payable to you.

於本協議終止後，客戶須即時向天宸康合支付任何及所有到期或所欠付天宸康合的金額。另一方面，先前約定就帳戶項下任何記帳金額應向客戶支付的任何利息隨後不再向閣下支付。

19. ASSIGNMENT

轉讓

19.1 The Client shall not assign all or any of the Client's right or obligations hereunder to any third party except with the prior written consent of TCCS. TCCS shall be entitled at any time to assign all or any of its rights or obligations hereunder to any third party without having to notify the Client or obtain the Client's prior consent (whether oral or written).



天宸康合證券

TC Concord Securities

除非經天宸康合事先書面同意，客戶不得向任何第三方轉讓所有或任何客戶於本協議項下的權利或義務。天宸康合有權於任何時間向任何第三方轉讓其於本協議項下的所有或任何權利或義務，而毋須通知客戶或取得客戶的事先同意（不論是以口頭或書面）。

19.2 Subject to sub-clause 19.1, this Agreement shall inure to the benefit of and bind TCCS and its successors and assignees whether by merger, consolidation or otherwise as well as the heirs, executors, administrators, legatees, successors, personal representatives and permitted assignees of the Client.

受制於第 19.1 款，本協議應為天宸康合之利益並約束天宸康合及其繼承人和承讓人（不論是通過兼併、綜合或以其他方式），以及為客戶之利益並約束其承繼人、執行人、遺產管理人、受遺贈人、繼承人、個人代表及獲准承讓人。

20. LANGUAGE

語言

This Agreement may be translated into any other language but in the event of any conflict arising the English version shall prevail.

本協議可翻譯為其他語言，但倘有任何衝突，應以英文版本為準。

21. GOVERNING LAW AND INTERPRETATION

管轄法律及釋義

21.1 This agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.

本協議及其項下的一切權利、義務及責任均受香港法律管轄，並按其解釋。

21.2 Subject to Clause 22 below, the Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts in the event of any suit, action or proceedings arising out of this Agreement. Such Submission shall not prejudice TCCS's right to commence actions against the Client in any other court of competent jurisdiction.

受制於以下第 22 條，倘產生有關本協議的任何訴訟、法律行動或法律程序，客戶不可撤銷地提交香港法院非專屬管轄。該提交並無損天宸康合在其他有管轄權之司法管轄區起訴客戶的權利。

22. ARBITRATION

仲裁

22.1 At the sole option of TCCS and at its absolute discretion, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Clause. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

天宸康合擁有全權的選擇權及絕對酌情權，決定由本協議引致或與本協議相關的任爭端、爭議或申索、或本協議的違反、終止或失效，須根據現時生效的《聯合國國際貿易法委員會仲裁規則》及可能經本條其餘部分修訂的規則以仲裁方式解決。委任機構為香港國際仲裁中心（「香港國際仲裁中心」）。仲裁須於香港的香港國際仲裁中心進行。並須只有一名仲裁人。任何有關仲裁須由香港國際仲裁中心根據本協議日期生效的香港國際仲裁中心仲裁程序進行，包括《聯合國國際貿易法委員會仲裁規則》所包含的附加規則。仲裁過程須以英語進行。

Schedule 1

附錄 1

ADDITIONAL TERMS AND CONDITIONS FOR SECURITIES CASH TRADING

證券現金交易的附加條款及條件

1. APPLICATION OF THE ADDITIONAL TERMS

附加條款的適用

- 1.1 This schedule is supplemental to the Standard Terms and Conditions and applicable to any securities trading account(s) for which the Client has applied to cash accounts only.

本附錄乃標準條款及條件之補充，並僅適用於客戶已申請現金帳戶的任何證券交易帳戶。

2. TRANSFER OF SECURITIES

證券轉移

- 2.1 In respect of transfer of securities into the Account, the Client shall arrange for and instruct the transfer of the securities from the transferring party to TCCS at its costs and expenses. The securities will not be credited to the Account until TCCS has actually received the securities.

就有關轉移證券入帳戶之事宜，客戶須自行安排並指示將證券由轉移方轉移至天宸康合，並承擔相關費用及開支。於天宸康合實際收到證券後，方可把證券記入帳戶。

- 2.2 TCCS will as soon as reasonably practicable after receipt of an Instruction to such effect arrange for the transfer of the Client's securities in the Account to a third party nominated in the Instruction provided always that:

天宸康合將會在收到指示後在合理切實可行的情況下盡快安排把帳戶內客戶的證券轉移至指示所提名的第三方，惟須一直符合以下規定：

- (a) the Client is responsible for procuring the third party to receive the securities to be transferred from TCCS and for all the handling and transfer fees and charges for such transfer;
客戶須負責促使第三方收取由天宸康合轉移之證券，及負責該等轉移之所有手續費及轉移費用及收費；
- (b) the securities may not be transferred when they are being processed for transfer to and registration in TCCS's name or the name of a Custodial Agent; and
當證券正在進行轉移至及登記於天宸康合名下或保管代理人名下時，不可進行轉移；及
- (c) the Client is not indebted to TCCS.
客戶無欠付天宸康合任何債項。

3. SETTLEMENT

結算

- 3.1 Where TCCS has executed a purchase or sale transaction on behalf of the Client, the Client will on demand or by the due settlement date as required by TCCS or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to TCCS. Should the Client fail to do so by the such due settlement time and date, TCCS is hereby authorized, in its absolute discretion:

倘天宸康合已代客戶執行購買或出售交易，客戶須應要求或在天宸康合或有關的交易所或結算所要求的到期交收日前，向天宸康合支付需結算的款項或交付可交付形式的證券。如客戶未能於到期交收時間及日期前履行上述交收義務，天宸康合茲此獲授權根據其絕對酌情權：



天宸康合證券 TC Concord Securities

- (a) in the case of a purchase transaction, to transfer or sell any securities in the Account (including the purchased securities) to satisfy the obligations of the Client; or
如屬購買交易，轉移或出售帳戶內的任何證券（包括已購入的證券）以履行客戶的義務；或
- (b) in the case of a sale transaction, to borrow and/or purchase such sold securities as are necessary to satisfy the settlement obligations of the Client.
如屬出售交易，按需要借入及/或買入該等已出售的證券，以履行客戶的交收義務。

3.2 Notwithstanding Clause 3.1 above but without prejudice to any provisions of this Agreement, TCCS is entitled not to:

儘管有上述第 3.1 條的規定，但在無損本協議任何規定的前提下，天宸康合有權不：

- (a) execute any Instruction for purchase transaction unless the Client has made available to TCCS cleared funds of an amount which is, in the opinion of TCCS, sufficient to cover the relevant purchase price together with the relevant stamp duties, commissions, exchange and other levies and any other charges and expenses liable to be incurred in connection with such purchase; and
執行任何購買交易的指示，除非客戶已向天宸康合提供可動用的資金，而天宸康合認為該資金的金額足夠支付有關購買價連同有關該購買所需繳付的相關印花稅、經紀佣金、交易及其他徵費及任何其他費用及開支；及
- (b) execute any Instruction for sale transaction unless the Client has deposited the relevant securities with TCCS before giving the relevant Instruction.
執行任何出售交易指示，除非客戶在發出有關指示前已將有關證券存放於天宸康合。

4. CUSTODY OF CLIENT SECURITIES AND MONIES

保存客戶證券及款項

4.1 Unless the Client otherwise directs in writing, any securities held or carried by TCCS for or on the Account shall be held or carried by TCCS or any Custodial Agent in accordance with applicable law and the rules of any relevant exchange or regulatory authority. TCCS shall not be bound to redeliver to the Client the identical securities or certificates representing securities received by TCCS from or for the Client and TCCS may redeliver other securities or certificates representing securities of like kind and amount. TCCS's obligation shall be to deliver to the Client such securities or certificates representing securities of like kind and amount at the office at which the Account is carried, provided that TCCS shall not be responsible for the loss of or damage to any securities deposited with or held by TCCS or its agents, unless due to gross negligence or willful default on its or their part.

除非客戶另有書面指示，由天宸康合為或於帳戶持有或保管的任何證券，應由天宸康合或任何保管代理人根據任何適用法律及相關交易所或監管機構的規則持有或保管。天宸康合毋須向客戶交回與天宸康合從客戶或替其收取完全一致的證券或代表證券的證書，及天宸康合可向客戶交回相同類型和額度的其他證券或代表證券的證書。天宸康合的責任僅為在保管帳戶的辦事處交給客戶相同類型和額度的證券或代表證券的證書，惟天宸康合毋須就由天宸康合或其代理人代為存放或持有的任何證券之損失或損毀負責（因天宸康合或其代理人的嚴重疏忽或蓄意違責所造成的損失和損毀除外）。

4.2 TCCS shall not be obliged to endeavor to procure the registration of any transfers of securities purchased for the Account or received by TCCS for the credit of the Account.

天宸康合毋須致力促使為帳戶購入或由天宸康合收取以記入帳戶的任何證券轉讓的轉讓登記。

4.3 The Client shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid moneys under any of the securities from time to time in the Account and duly and promptly pay any other moneys which the Client may lawfully be required to pay in respect of any of the securities from time to time in the Account. In default TCCS may, if it thinks fit, make such payments on behalf of the Client and any sums so paid by TCCS shall be repayable by the Client on demand, together with any costs or expenses incurred by TCCS as a result.

客戶應妥為並迅速繳付所有有關不時就帳戶內任何證券的未繳款項所作出的催付，及妥為並迅速繳付客戶可能不時依法須就帳戶內任何證券支付的任何其他款項。如有違反本條規定，天宸康合可在其認為合適的情況下代客戶繳付，客戶須應要求償還天宸康合已就此支付的任何金額，連同天宸康合由此產生的任何費用或開支。



4.4 Any cash held for the Client, other than cash received from the Client for the purpose of settling his securities transactions, will be credited to the Settlement Account or the Account.

除客戶為交收其證券交易向天宸康合支付的現金外，任何為客戶持有的現金將存入結算帳戶或帳戶內。

4.5 The Client acknowledges that if the securities are registered in the name of Custodial Agent, the securities will be held by the Custodial Agent on its standard terms and conditions as may from time to time be in force. TCCS or the Custodial Agent shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the securities to the Client except to the extent that TCCS has control of the securities, in which case TCCS's duty and responsibility to the Client is solely limited to responding promptly to any reasonable request by the Client for the provision of information then available to TCCS in relation to any corporate action in respect of those securities. Notwithstanding the aforesaid, if TCCS or the Custodial Agent at its discretion determines that any action is required in respect of such securities and the Client cannot be contacted or fails to give TCCS punctual or adequate Instructions for such action, the Client hereby authorizes TCCS or the Custodial Agent to act on behalf of the Client as it in its absolute discretion thinks fit, including without limitation, exercising any voting rights in respect of securities of which the Client is the beneficial owner but which are registered in the name of the Custodial Agent, electing and receiving on behalf of the Client cash dividend or scrip dividend, except that TCCS shall have no such discretion and may not take any action in respect of any securities comprising any ordinary shares or other shares of a class carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company quoted on a recognized stock exchange. TCCS and the Custodial Agent shall not be liable, in the absence of fraud or willful default, for such action it may take. The Client undertakes to indemnify TCCS and the Custodial Agent against all costs, charges and expenses that may be incurred by them in respect of securities held by it for safe-keeping on behalf of the Client.

倘證券以保管代理人的名義登記，客戶承認此等證券是按保管代理人不時生效的標準條款及條件持有。天宸康合或保管代理人毋須將有關證券的任何通告、委託書或其他文件或通訊轉交給客戶，除天宸康合有權控制的證券的範圍外，在該情況下天宸康合對客戶的義務及責任僅限於迅速回應客戶任何合理要求，提供天宸康合當時持有有關證券的任何法團行動的資料。儘管有上述規定，倘天宸康合或保管代理人酌情決定需就此等證券採取任何行動，而又未能連聯絡客戶或客戶未有就該行動向天宸康合作出準時及足夠的指示，則客戶茲此授權天宸康合或保管代理人行使絕對酌情權替客戶行事，包括但不限於就以客戶為實益擁有人但登記於保管代理人名下的證券行使投票權，代表客戶選擇及接收現金股息或以股代息，惟對於在認可證券交易所掛牌上市公司的任何證券含任何普通股或其他類別屬於在股東大會於任何情況下均享有投票權的證券或以其他方式構成該上市公司有關股本之證券，天宸康合並沒有該酌情權，其亦不得採取任何行動。除非有欺詐或蓄意違責行為，否則天宸康合或保管代理人毋須對所作的行為負責。客戶承諾就天宸康合有關其代客戶持有證券以作保管而可能產生的全部成本、收費及開支彌償天宸康合及保管代理人。

4.6 Where securities deposited with TCCS are not registered in the name of the Client and dividends distributions or benefits accrue in respect of such securities, the Settlement Account or the Account shall be credited with the proportion of such dividends distributions or benefits equal to the proportion of the total number or amount of securities which shall comprise securities held on behalf of the Client (in the event that odd lot of such securities is not eligible for any such dividends distributions or benefits, the odd lot held on behalf of the Client will not be taken into account of in the apportionment). Subject to applicable laws and regulations, TCCS may retain or otherwise dispose of, for its own benefit and account, any fractional shares entitlements to which the Client may be entitled to, and entitlements arising from the aggregation of odd lots held on behalf of clients.

倘存放於天宸康合的並非以客戶名義登記之證券，而該證券產生累計股息或分派或利益，應按其代客戶持有的證券之總數量或總數額所佔比例記帳存入結算帳戶或帳戶內（倘該等證券的碎股不合資格獲得任何該等股息分派或利益，則代客戶持有的碎股於攤分時將不獲考慮）。在符合適用法律及法規的前提下，天宸康合可為其本身利益，保留或以其他方式處置客戶可能享有的任何碎股權益，及因合併其代其他客戶持有的碎股而獲得的權益。

4.7 Without prejudice to Clause 4.5, any rights issue arising from any of the securities deposited with TCCS shall be dealt with in the following manner:

在無損第4.5條的前提下，由任何存放於天宸康合之證券所產生的供股權應以下列方式處置：

(a) TCCS will within a reasonable time after receipt of the relevant rights issue documents inform the Client; and

天宸康合將於收到有關供股權文件後的合理時間內知會客戶；及



- (b) If the Client fails to instruct TCCS within the time prescribed by TCCS to reply or has instructed TCCS that it will not exercise such rights, it shall be conclusively deemed that the Client has irrevocably renounced all its rights and entitlements regarding such rights issue in favor of TCCS for its own use and benefit absolutely and TCCS is entitled, subject to applicable laws and regulations, to deal with such rights issue in its own right and for its own benefit.

倘客戶未能在天宸康合所訂明需回覆之時間內向天宸康合發出指示或經已指示天宸康合其將不會行使該權利，應最終視為客戶已不可撤銷地就該供股權放棄其該權利及資格，並將該權利賦予天宸康合供其絕對地使用及受益，而天宸康合有權為其本身之權利及利益（受適用法律及法規的限制），以任何其認為合適之方式處理該供股權。

- 4.8 TCCS shall be entitled to deposit all monies held in the Account(s) and all monies received for or on the account of the Client with one or more segregated account(s) in Hong Kong, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) or any other person approved by the SFC for the purposes of section 4 of the Client Money Rules. Unless otherwise agreed between the Client and TCCS, any interest accrued on such monies shall belong to TCCS absolutely.

天宸康合有權將客戶帳戶內的所有款項和代表該客戶帳戶收到的款項存放於一個或多個香港的獨立帳戶，而每個該等帳戶均須指定為信託帳戶或客戶帳戶，並開設於一間或多間認可財務機構或證監會因應客戶款項規則第4條而批准的其他人士。除非客戶與天宸康合另有約定，此等款項產生的任何利息必須絕對歸天宸康合所有。

5. NEW LISTING OF SECURITIES

新上市證券

- 5.1 The Client authorizes TCCS, upon the Client's Instruction, to apply for the subscription or purchase of securities in a public offer in respect of a new listing and/or placing of securities of companies listed on the SEHK as its agent and for the benefit of the Client or for the benefit of the ultimate beneficiary, whether singly or in conjunction with applications of other clients or Affiliates of TCCS as a bulk application. The Client acknowledges that TCCS shall not be responsible for the accuracy or completeness of or any misstatement in any prospectus and other offering documents relating to a public offer and/or placing, copies of which are supplied by TCCS to the Client.

客戶授權天宸康合應客戶指示作為其代理，就新上市公司的公開認購及/或在聯交所上市公司的證券配售，為客戶之利益或為最終受益人的利益申請認購或購買證券，不論是單一或聯同其他客戶的申請或聯同天宸康合屬聯人進行大量申請。客戶確認，就有關任何公開認購及/或配售的任何招股書及其他銷售文件，天宸康合概不對其準確性或完整性或任何錯誤陳述負責。

- 5.2 In making such Instruction to TCCS to apply for the subscription or purchase of securities in a public offer in respect of new listing and/or placing of securities of companies listed on the SEHK, the Client confirms and declares that:

於向天宸康合作出指示，就新上市公司的公開認購及/或在聯交所上市公司的證券配售申請認購或購買證券時，客戶確認並聲明：

- (a) it has already read and understands the related prospectus, application forms and/or other relevant offering documents, and its application is subject to the terms and conditions of such prospectus, application forms and/or relevant offering documents (including the discretion of the relevant issuer to determine on the final pricing of the securities) or, in the absence of any written offering documents, it fully understands the terms and conditions of the relevant subscription/purchase;

其已閱讀及了解相關的招股書、申請表格及/或其他相關售股文件，以及其申請須符合有關招股書、申請表格及/或相關售股文件訂明之條款及條件（包括相關發行人確定證券最終訂價的酌情權），或如果沒有任何書面銷售文件，其完全了解相關認購/購買的條款及條件；

- (b) it is eligible to subscribe for or purchase the securities and will comply with or has complied with all the terms and conditions as stated in such prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, will comply with or has complied with the terms and conditions of the relevant subscription/purchase;

其符合資格認購或購買該等證券，並且會遵守或已遵守有關招股書、申請表格及/或其他相關銷售文件訂明的條款及條件，或如果沒有任何書面銷售文件，其會遵守或已遵守相關認購/購買的條款及條件；



- (c) TCCS has the due authority to make such application on the Client's behalf;
天宸康合擁有充分的權力，代表客戶作出有關申請；
- (d) the application made by TCCS on the Client's behalf is the only application made, and the only application intended to be made, by the Client or on the Client's behalf (for the benefit of the Client or for the benefit of the ultimate beneficiary) and the Client authorizes TCCS to disclose and warrant to the SEHK of the same on any application form (or otherwise) or to any other person as appropriate; and
天宸康合代表客戶作出的申請，是由客戶或代表客戶（為客戶利益或為最終受益人利益）作出及擬作出的唯一申請，同時客戶授權天宸康合於任何申請表格（或以其他方式）向聯交所或向任何其他適當人士作出相同的披露及保證；及
- (e) it makes all the representations, warranties and declarations required to be made by an applicant for securities in the related prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, it makes all the representations, warranties and declarations required to be made by an applicant in the terms and conditions of the relevant subscription/purchase.

其按照相關招股書、申請表格及/或其他相關銷售文件要求證券申請人作出的一切陳述、保證及聲明，倘沒有任何書面銷售文件，其按照相關認購/購買條款及條件要求申請人作出的一切陳述、保證及聲明。

- 5.3 The Client acknowledges that the confirmations and declarations made under Clause 5.2 will be relied upon by the issuer or vendor of the relevant securities (or its agent) in deciding whether or not to make any allotment or allocation of securities in response to the application made by TCCS as agent for the Client.

客戶確認，相關證券的發行人或賣方（或其代理人）於決定是否因應天宸康合以代理人身份代表客戶作出的申請，而配發或分配任何證券時，將倚賴根據第5.2條作出的確認及聲明。

- 5.4 The Client agrees and acknowledges that the issuer or vendor of the relevant securities (and its agent) have the full discretion to reject or accept the application made by TCCS on the Client's behalf or to accept only part of the application. In case of rejection or partial acceptance of the Client's application, no matter whether it is caused by reasons which are related to the Client's application or not, neither TCCS nor TCCS's Affiliates shall, in the absence of gross negligence or willful default, be liable to the Client or any other persons as a result of such rejection or partial acceptance.

客戶同意及確認，相關證券發行人或賣方（及其代理人）擁有充分酌情權以拒絕或接受天宸康合代表客戶作出的申請，或只接納部份申請。倘客戶的申請遭拒絕或只獲部份接納，不論是否由於與客戶申請有關的原因所導致，在無嚴重疏忽或蓄意違責的情況下，天宸康合及其聯屬人均毋須就該等拒絕或部份接納而向客戶或任何其他人士負責。

- 5.5 In case of a bulk application made by TCCS on behalf of its customers, the Client agrees that if such bulk application is only accepted in part, TCCS has the sole and full discretion to allocate the securities among its customers on the basis elected by TCCS (at TCCS's sole and absolute discretion).

倘天宸康合代表其顧客作出大量申請，客戶同意如果該大量申請只獲部份接納，天宸康合擁有全權及充分酌情權向按其基準（以天宸康合的全權及充分酌情權）挑選的顧客分配證券。

- 5.6 The Client further acknowledges that an application made by an unlisted company whose principal business is securities dealing, and in respect of which the Client exercises statutory control, shall be deemed to be an application made for the benefit of the Client.

客戶進一步確認，倘由一家從事證券買賣業務的非上市公司作出的申請，而客戶對該公司行使法定控制權，則該申請應被視為為客戶之利益作出。

- 5.7 Upon receipt of an oral or written offer ("**Offer**") of the Client, TCCS may in its sole and absolute discretion grant to the Client a loan ("**Loan**") to be used exclusively to finance the subscription or purchase by the Client of securities of a new listing for which listing is sought in a public offer and/or placing ("**New Listing Securities**") by issuing an acceptance notice ("**Acceptance Notice**") in writing to the Client setting out the terms and other details of the Loan. The terms and conditions of this Clause are deemed to be incorporated by reference to the Offer in the Acceptance Notice. Once TCCS has issued the Acceptance Notice, the Client shall not revoke the Offer.

於接獲客戶的口頭或書面要約（「**要約**」）後，天宸康合可按其全權及絕對酌情權透過向客戶發出列明貸款條款及其他詳情的書面接納通知（「**接納通知**」）向客戶批出一項貸款（「**貸款**」），專門用作資助客戶認購或購買於公開認購及/或配售尋求上市的新上市證券（「**新上市證券**」）。本條的條款及條件視為對照要約納入接納通知。



一旦天宸康合發出接納通知，客戶不得撤銷要約。

- 5.8 Payment for the New Listing Securities will be made in the name of TCCS (or in its nominee's name) but for the Client's exclusive account and risk. The Client acknowledges that its application for the subscription or purchase of New Listing Securities (made by TCCS or TCCS's nominee on the Client's behalf) may not be accepted by the issuer or vendor of the relevant securities, but the Client shall still be liable for the interest on the Loan.

新上市證券的付款將以天宸康合的名義（或其代名人的名義）支付，但專為客戶作出並由客戶承擔一切風險。客戶確認其認購或購買新上市證券的申請（由天宸康合或天宸康合代名人代表客戶作出）可能不獲相關證券發行人或賣方接納，但客戶仍須支付貸款利息。

- 5.9 Notwithstanding that the application is made by TCCS on the Client's behalf, the Client shall have no right, title, interest or claim of whatever nature in or to any payment refunded ("**Refund Payment**") by the relevant issuer or vendor in respect of the application that has not been accepted to the extent that the Refund Payment does not exceed the Loan and any outstanding balance owed by the Client.

儘管申請是由天宸康合代客戶發出，若申請不獲接納，客戶對相關發行人或賣方就該申請退還的任何付款（「**退還款項**」）均無任何權利、所有權、權益或申索，惟該退還付款不超過客戶結欠的貸款及任何未償還餘額。

- 5.10 Each Loan together with the accrued fees and interest thereon will be repayable (i) on demand, or (ii) the scheduled date on which the New Listing Securities are listed on the SEHK, whichever is the earlier, provided however that if any application for New Listing Securities is unsuccessful, or successful in part only, Refund Payment shall be applied immediately in repayment of the outstanding Loan and the fees and interest accrued thereon, whether before or after the repayment date ("**Repayment Date**") specified in the Acceptance Notice.

每筆貸款連同其累計費用及利息將於以下情況應予償還：(i)見票即付，或(ii)新上市證券預定於聯交所上市的當日，兩者以較早者為準，惟倘任何新上市證券申請不成功或只是部份成功，退還款項須即時用於償還欠負的貸款及其累計費用及利息，不論其時是在接納通知註明的償還日（「**償還日**」）之前或之後。

- 5.11 The Client agrees that the receiving bankers, custodians or nominees may pay to TCCS all Refund Payment in respect of the unsuccessful application immediately, and TCCS is authorized to give Instructions to such receiving bankers, custodians or nominees as it deems appropriate or take other appropriate actions to give effect to such payment.

客戶同意收款銀行、保管人或代名人可向天宸康合即時繳付所有有關不成功申請的退還款項，而天宸康合獲授權在其認為適當時向收款銀行、保管人或代名人發出指示或採取其他適當行動，以使該等付款生效。

- 5.12 The Client hereby authorizes TCCS to pledge or grant, at TCCS's absolute discretion, security interests of whatever nature over the New Listing Securities (including all rights and interests derived therefrom) and all money in connection with the subscription of the New Listing Securities (including Refund Payment) in favor of any third party for credit facilities made to TCCS to finance its funding of all or any part of the Loan.

客戶茲此授權天宸康合全權酌情為向天宸康合就全部或部分貸款提供信貸融資而以任何第三方作為受益人，質押或授出新上市證券（包括由此產生的所有權利及權益）及所有與認購新上市證券相關的任何性質的抵押權益（包括所有從中獲得的權利及權益）及款項（包括退還款項）。

- 5.13 The Client shall execute and sign all transfers, power of attorney, proxies and other documents and do all acts and things which TCCS may require for TCCS and any relevant parties to obtain full benefits of the security interests mentioned in this Clause 5, including without limitation, to perfect TCCS's title to the New Listing Securities or enable TCCS to vest such New Listing Securities in the name of its nominee or any relevant third parties.

客戶應簽訂及簽署所有轉讓書、授權書、委託書及其他文件，並執行所有天宸康合要求的行動及事宜，使天宸康合及任何有關人士可完全取得此第5條提及的抵押權益的全部權益，包括但不限於完成天宸康合的新上市證券的擁有權，或使天宸康合把該新上市證券歸於其代名人或任何相關第三方名下。

- 5.14 The Client shall pay to TCCS interest on the Loan at the rate of interest as specified in the Acceptance Notice and such interest shall accrue on a daily basis for the period from the date of drawdown of the Loan (as specified in the Acceptance Notice) to the date of final repayment of the Loan by the Client as determined by TCCS on a 365 day basis (or such other basis stated in the Acceptance Notice).

客戶須按照接納通知訂明之息率向天宸康合繳付貸款利息，有關利息應由客戶提取貸款當日（如接納通知所訂明）至最終償還貸款日期間，按天宸康合按365日的基準（或於接納通知內訂明的其他基準）確定之每日累計基準計算。



- 5.15 If the Client fails to repay the Loan on the Repayment Date, TCCS shall have an absolute right to sell all or any part of the New Listing Securities in such manner and at such price(s) as TCCS deems fit and appropriate without any notice to Client and to apportion the proceeds thereof towards repayment of the outstanding Loan, the costs of such sale and any fees and interest accrued thereon. The Client will have no right to claim against TCCS in respect of any Loss arising out of any such sale.

倘客戶未能在償還日償還貸款，天宸康合將擁有絕對權利在無須通知客戶的情況下，以天宸康合認為合適及適當的方式及價格出售全部或部分新上市證券，及攤分其收益以償還尚未償還的貸款、有關該出售的費用及任何累計的費用及利息。客戶無權就有關出售造成的損失向天宸康合申索。

- 5.16 The Client agrees to fully indemnify and hold harmless each of TCCS and its Affiliates and agents against all claims, actions, liabilities, proceedings against any of TCCS and its Affiliates and bear all Loss (including legal fees) which they may suffer in connection with the Loan. TCCS and its Affiliates shall in no event be liable for any Loss of the Client or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of any firm or company through or with whom the application for the subscription or purchase of securities in a public offer in respect of a new listing and/or placing of securities of companies listed on the SEHK is effected.

就有關針對天宸康合及其聯屬人的所有申索、訴訟、責任及法律程序，客戶同意全數彌償天宸康合、其聯屬人及代理人及使其免受損害，並承擔其可能就有關貸款而蒙受的所有損失（包括法律開支）。天宸康合及其聯屬人將在任何情況下，毋須對客戶的任何損失或因透過或向其就有關聯交所上市公司的新上市及／或證券配售在公開認購中執行認購或購買證券申請的任何商號或公司的任何違責、破產、作為或不作為所蒙受的任何後果負責。



Schedule 2
附錄 2

ADDITIONAL TERMS AND CONDITIONS FOR SECURITIES MARGIN FINANCING
證券保證金融資的附加條款及條件

1. APPLICATION OF THE ADDITIONAL TERMS
附加條款的適用

- 1.1 This schedule is supplemental to the Standard Terms and Conditions and applicable to any securities trading account(s) for which the Client has applied to any Margin Financing Facilities and TCCS has agreed to grant or give to the Client such facilities.
本附錄乃標準條款及條件之補充，並僅適用於客戶已申請任何保證金融資貸款及天宸康合已同意向客戶授予或作出該等貸款的任何證券交易帳戶。

2. SECURITIES MARGIN TRADING AGREEMENT
證券保證金交易協議

- 2.1 The Margin Financing Facility is extended to you in accordance with the provisions set out in this Schedule 2, any facility letter from TCCS to you and such other conditions as may be specified by TCCS from time to time (“Margin Financing Terms”).
保證金融資貸款乃按照本附錄 2 所載規定，天宸康合向閣下發出的任何貸款函件以及天宸康合可能不時列明的其他條件（「保證金融資條款」）而向閣下發放。

3. MARGIN FINANCING FACILITIES
保證金融資貸款

- 3.1 The facility limit of the Margin Financing Facilities shall be such amount as advised TCCS to the Client from time to time.
保證金融資貸款的限額應為天宸康合不時通知客戶的金額。
- 3.2 TCCS will only provide Margin Financing Facilities to the Client for the purpose of the acquisition or the continued holding of securities and the Client may not withdraw funds under such facility for any other purpose.
天宸康合只會就取得或繼續持有證券向客戶提供保證金融資貸款，客戶不得為其他目的提取該貸款下之資金。
- 3.3 TCCS shall be entitled, at its absolute discretion at any time by notice to the Client, to increase or decrease the facility limit of the Margin Financing Facilities, to cancel or terminate the Margin Financing Facilities, to refuse to make any advance under the Margin Financing Facilities (whether or not its facility limit has been exceeded) or to demand immediate payment of all or any moneys and sums, whether principal, interest or otherwise, then owing in respect of the Margin Financing Facilities or otherwise under this Agreement.
天宸康合有權按其絕對酌情權於任何時間通知客戶增加或減少保證金融資貸款的貸款限額、取消或終止保證金融資貸款、拒絕按保證金融資貸款提供任何借貸（不論是否已超過其貸款限額）或要求立即償還本協議項下就保證金融資貸款或其他原因當時欠付天宸康合的所有或任何款項及金額（不論是本金、利息或其他）。
- 3.4 To facilitate due settlement by the Client, TCCS may in its absolute discretion lend securities to the Client or borrow securities for the Client to settle its sale trades. TCCS may also enter into securities loan arrangements on behalf of the Client or for its benefits, whether in the name of TCCS, its Affiliates or otherwise, upon such terms as TCCS conclusively decides. The Client shall indemnify TCCS and its Affiliates for any margins, guarantees, securities collateral maintenance and expenses as may be required under the securities borrowing and lending arrangements. TCCS does not warrant or guarantee the availability of such short selling facility.
為便於客戶交收，天宸康合可按其絕對酌情權向客戶借出證券或為客戶借入證券以償付其出售交易。天宸康合亦可以天宸康合的名義或其聯屬人的名義或以其他方式，按天宸康合全權決定的條款，代表客戶或為客戶之利益訂



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立證券貸款協議。客戶應就證券借入及借出安排可能所需的任何保證金、擔保、證券抵押品的維持及開支彌償天宸康合及其聯屬人。天宸康合並不保證或擔保有該等賣空服務。

- 3.5 TCCS is hereby authorized to draw on the Margin Financing Facilities to settle any amount due to TCCS in respect of the Client's purchase of securities or payment of any commission or other costs or expenses owing to TCCS.

天宸康合茲此獲授權提取保證金融資貸款以償付有關客戶購買證券而欠付天宸康合的任何金額，或支付欠付天宸康合的任何佣金或其他費用或開支。

4. MARGIN CALL

保證金催繳

- 4.1 The Client shall maintain the Margin and on demand from TCCS make payments or deposits of additional Margin in such amount and in such form into a designated account and within such time limit as specified by TCCS, as TCCS in its absolute discretion determines necessary to provide adequate security in respect of the Margin Percentage and the Margin Financing Facilities ("**Margin Call**"). Payment of Margin Calls must be effected in cleared funds or deposit of securities and/or other assets which the Client has good and free unencumbered titles as specified by TCCS and unless the Margin Call is fully satisfied with the time specified, TCCS shall be entitled, at its absolute discretion, to refuse to accept any Instruction and shall not be liable to the Client for any loss whatever arising out of or in connection with its not accepting or acting on any Instruction.

客戶應維持保證金，並當天宸康合按其絕對酌情權確定需要就保證金百分率及保證金融資貸款提供足夠的擔保及應天宸康合要求，按照天宸康合列明的該等金額、方式及時限繳付金額或將額外保證金金額存入一個指定帳戶（「**保證金催繳**」）。保證金催繳須以可動用資金或存入證券及／或其他由天宸康合列明的客戶擁有良好且無產權負擔的資產繳付，除非保證金催繳在所訂明的時間內被完全履行，天宸康合可按其絕對酌情權拒絕接納任何指示及毋須對因其不接納或不按任何指示行事而產生或與之相關的任何損失負責。

- 4.2 Notwithstanding Clause 4.1, TCCS has no obligation to notify the Client of its failure to maintain the Margin. In the event that it is, in the sole opinion of TCCS, impracticable for TCCS to make demands for additional Margin pursuant to Clause 4.1, including but not limited to, if the impracticality is due to a change or development:

儘管有第4.1條的規定，天宸康合無責任通知客戶未能維持保證金。倘天宸康合單獨認為其按照第4.1條催繳額外保證金為不切實可行，包括但不限於倘該不切實可行是由於以下轉變或發展：

- (a) involving a prospective change in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of TCCS likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong or elsewhere; or
涉及本地、國家或國際貨幣、金融、經濟或政局或外匯管制未來可能出現轉變，而導致或天宸康合認為可能導致香港或其他地區的股票市場、貨幣市場、商品或期貨市場出現重大或不利波動；或
- (b) which is or may be materially adversely affect the condition or operations of the Client,
產生對客戶的狀況或營運有重大不利影響或有此可能；

TCCS shall be deemed to have made Margin Calls for such form and/or amounts as TCCS may determine and such additional Margin shall become immediately due and payable by the Client.

則天宸康合應被視為已按其確定的方式及／或金額作出保證金催繳，而客戶須繳付該即時到期應付的額外保證金。

- 4.3 (a) Where the Client fails to maintain the Margin or meet Margin Calls made by TCCS or the Margin Financing Facilities is terminated or cancelled by TCCS, TCCS may, without demand, notice, legal process or other action sell, realise, redeem, liquidate or otherwise dispose of, as appropriate, such of the securities in the Account or any part thereof at the relevant market or by private contract, and on such terms as TCCS in its absolute discretion thinks fit, free from all trusts, claims, rights of redemption and equities of the Client.



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倘客戶未能維持保證金或未有履行天宸康合作出的保證金催繳，或天宸康合已取消或終止保證金融資貸款，則天宸康合可在無須申索、通知、採取法律程序或其他行動的情況下，於有關市場或以私人合約形式按天宸康合絕對酌情權認為適合的條款，在並不受任何客戶的信托、索償、贖回權利及衡平法權利的影響下，出售、變現、贖回、清算或以其他方式處置（視何者適用而定）帳戶內的證券或其任何部分。

- (b) Any proceeds resulting from such sale, realisation, redemption, liquidation or disposal shall be applied in such order as TCCS may select until the outstanding balances owing to TCCS is satisfied or the required Margin is maintained. In normal circumstances, TCCS will only sell, realise, redeem, liquidate or dispose of such quantity of the securities required to achieve the aforesaid requirement. Nevertheless, TCCS shall have no responsibility, liability or obligation to the Client if it has sold, realised, redeemed, liquidated or disposed of more quantity of securities than is necessary to satisfy such requirement. The Client shall not have any right or claim against TCCS in respect of any Loss arising out of any such sale, realisation, redemption, liquidation or disposal or proposed sale, realisation, redemption, liquidation or disposal, however such Loss may have been caused, and whether or not a better price could or might have been obtained by either deferring or advancing the date of such sale, realisation, redemption, liquidation, disposal or otherwise.

任何因上述出售、變現、贖回、清算或處置而取得的收益將按照天宸康合所撰擇的先後次序運用，直至欠付天宸康合的欠款經已償付或已維持所需的保證金。在一般情況下，天宸康合只會出售、變現、贖回、清算或處置足以滿足上述要求的數量的證券。不論如何，天宸康合毋須因出售、變現、贖回、清算或處置多於足以滿足上述要求的證券而對客戶負任何責任、債務或義務。客戶無權向天宸康合就任何因上述的出售、變現、贖回、清算或處置或計劃出售、變現、贖回、清算或處置而引起的損失向天宸康合作出任何索償，不論引起有關損失所的原因，亦不論有關證券若延遲或提早出售、變現、贖回、清算、處置或其他原因會否取得更好的價格。

- 4.4 The Client undertakes to indemnify TCCS and its officers, employees and agents for any loss, costs, claim, liability or expense arising out of or connected with any breach by the Client of its obligations under this Agreement including any costs reasonably and necessary incurred by TCCS.

客戶承諾就因客戶違反其在本協議項下之責任而引致或與此相關之任何損失、費用、索償、責任或開支（包括天宸康合在合理及需要之情況下產生的任何費用）彌償天宸康合及其高級職員、僱員及代理人。

5. AUTHORIZATION TO TCCS

授權予天宸康合

- 5.1 Without prejudice to the other authorities conferred upon TCCS hereunder and in each case as a transaction independent of any other transaction entered into between TCCS and the Client or by TCCS on the Client's behalf, TCCS is authorized on the Client's behalf to part with possession and/or control of all or any securities held by TCCS or its nominees for or on account of the Client and in connection therewith to lend, sell, deposit, charge and re-charge all or any such securities in each case in accordance with applicable law, rules and regulations and any authorization given by the Client to TCCS from time to time. The Client hereby authorizes TCCS to:

在無損本協議條款賦予天宸康合的其它授權的前提下，及在每個個別交易作為獨立於天宸康合與客戶之間或由天宸康合代表客戶進行的任何其他交易的情況下，天宸康合獲授權代表客戶放棄管有及／或控制由天宸康合或其代名人代客戶或為客戶持有的所有或任何證券，並在各種情況下按照適用法律、規則、及法規及客戶不時授予天宸康合的任何授權的規定，就此出借、出售、寄存、押記或再押記全部或任何該等證券。客戶茲此授權天宸康合：

- (a) deposit any of the Client's securities and securities collateral with an authorized institution (as defined by the Banking Ordinance) as collateral for financial accommodation provided to TCCS;
將任何客戶的證券及證券抵押品存放於認可機構（定義見《銀行業條例》），作為提供予向天宸康合財務通融的抵押品；
- (b) apply any of the Client's securities and securities collateral pursuant to a securities borrowing and lending agreement in accordance with the Client Securities Rules;
根據客戶證券規則按證券借貸協議運用客戶的證券及證券抵押品；



- (c) deposit the Client's securities and securities collateral with (i) a recognized clearing house or (ii) another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of TCCS's settlement obligations and liabilities.

將客戶的證券及證券抵押品存放於(i)認可結算所或(ii)另一獲發牌或獲註冊進行證券交易的中介人，作為解除和滿足天宸康合的結算義務和結算責任的抵押品。

- 5.2 The Client acknowledges that, with the authorities given by or referred to in Clause 5.1 above and any other authorities which the Client may give, TCCS shall be at liberty to deal with the Client's securities in accordance with such authorities or in any manner permitted by applicable law or rules.

客戶確認，在取得按上述第5.1條所授予或提及的授權及客戶可能授予的任何其他權力後，天宸康合可自由地按照該等授權或以適用法律和規則容許的範圍內買賣客戶之證券。

- 5.3 The term of the Client's authority contained in Clause 5.1 above shall be for a period of not more than twelve (12) months from the date hereof, and may be renewed at or before the end of the calendar year in which this Agreement is entered into and each subsequent calendar year for, in each instance, a further twelve (12) months. Such authority shall be deemed to have been renewed if TCCS gives a written notice to the Client not less than fourteen (14) days prior to the expiry of the existing term of authority and the Client fails to notify TCCS of its objection to the renewal hereof prior to the expiry of the existing term of authority. The said notice aforementioned shall remind the Client of the impending expiry of the Client's authority and inform the Client that unless the Client objects, it will be renewed upon expiry upon the same terms and conditions contained in this Clause and for a period of twelve (12) months. The Client's authority may be revoked by the Client by notice in writing to TCCS in which event revocation of such authority shall take effect one (1) month after the date of actual receipt of the notice of revocation by TCCS.

上述第5.1條所載客戶的授權之有效期自本條款日期起計不多於十二(12)個月，並可於訂立本協議的曆年完結或之前續期，隨後之每個曆年按次延續十二(12)個月。倘天宸康合於現有授權期限屆滿前最少十四(14)日向客戶發出書面通知，而客戶在該授權期限屆滿前未有通知天宸康合表明反對續期，則該授權應視為已被續期。上文提及的該通知應提醒客戶有關授權期限行將屆滿，及通知客戶除非客戶表示反對，客戶的授權將會以本條列出的相同條款續期，為期十二(12)個月。客戶可書面通知天宸康合撤銷有關授權，在此情況下，該授權撤銷將於天宸康合收到撤銷通知的實際日期後一(1)個月生效。

- 5.4 Without prejudice to any of TCCS's accrued rights and claims under these Terms and Conditions, where TCCS has cancelled or terminated the Margin Financing Facilities, TCCS may in its absolute discretion close the related securities account of the Client as a margin account and continue such account as a cash account, and thereafter, the Additional Terms for Securities Cash Trading of TCCS (as amended and/or supplemented from time to time) shall alone (and not in conjunction with these Additional Terms and Conditions) apply to all securities trading and related services of such account.

在無損天宸康合根據此等條款及條件賦予的累計權利及申索下，倘天宸康合已取消或終止保證金融資貸款，天宸康合可行使絕對酌情權，結束客戶的相關證券帳戶作為保證金帳戶及繼續保持該帳戶作為現金帳戶，並在此後，經不時修訂及/或補充的天宸康合證券現金交易附加條款及條件應為唯一(及並不與此等附加條款及條件相結合)適用於該帳戶的所有證券買賣及相關服務的條款。

6. INTEREST **利息**

- 6.1 The Client shall pay to TCCS interest on the Outstanding Amount at the interest rate advised by TCCS to the Client from time to time. Such interest shall accrue on a daily basis from the date of advance on, unless stated otherwise, a 365 day basis and shall be added to and form part of the Outstanding Amount from time to time and be debited to the Account in arrears on a monthly basis.

客戶應按天宸康合不時通知客戶的利率，就欠款向天宸康合支付利息。除非另行訂明，利息將從貸款日起按每年365日的基準每日累計，並將附加於不時之欠款及構成其一部分，利息按月累計記入帳戶借帳。

ADDITIONAL TERMS AND CONDITIONS FOR FUTURES CONTRACTS AND OPTIONS CONTRACTS

期貨合約及期權合約的附加條款及條件

1. APPLICATION OF THE ADDITIONAL TERMS

附加條款的適用

- 1.1 This schedule is supplemental to the Standard Terms and Conditions and applies to futures Account(s).
本附錄乃標準條款及條件之補充，並適用於期貨帳戶。

2. ORDERS AND INSTRUCTIONS

指令及指示

- 2.1 The Client may give Instructions to effect transactions or for transfer or withdrawal of funds in the futures Account orally, in writing or through any electronic means as approved by TCCS from time to time and must quote the futures Account's name, number or other forms of identification as TCCS may designate. The Client's Instructions shall be irrevocable unless TCCS expressly agrees otherwise and shall only be effective upon actual receipt by TCCS. Unless otherwise disclosed herein or to the Client in writing, TCCS is acting solely as broker to any transactions made with TCCS by the Client and does not trade on its own account. Save as aforesaid, TCCS shall have the right (at the absolute discretion of TCCS, and without assigning any reason thereof) to refuse to act for the Client in any particular transaction and shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with TCCS declining to act on such Instruction.

客戶可口頭、書面或通過天宸康合不時批准的任何電子方式發出指示，以執行交易或轉讓或提取期貨帳戶內的資金，並須註明期貨帳戶名稱、號碼或天宸康合可能指定的其他識別方式。除非天宸康合明確另行同意，客戶的指示為不可撤銷，並僅於天宸康合實際收到後方告生效。除非本協議另有披露或以書面向客戶另行披露，天宸康合僅作為客戶於天宸康合的任何交易的經紀人行事，並不為其自身進行買賣。除以上所述外，天宸康合有權（按天宸康合的絕對酌情權，及毋須為此交代任何原因）拒絕在任何特定交易中代表客戶行事，並在任何情況下毋須為客戶由於或關於天宸康合拒絕按該指示行事所蒙受或產生的任何利潤或收益損失、損害、責任、費用或開支承擔任何責任。

- 2.2 The Client also agrees not to exceed the position limits set by any regulatory authority as well as limits established by the HKFE, other Commodities exchanges and boards of trade for the Client's Account, acting alone or in concert with others, and to promptly advise TCCS if the Client is required to file reports of the Client's positions with the SFC, the HKFE, the Clearing House or other similar regulatory authority.

客戶亦同意，不論是單獨或與他人一致行動，均不會超過任何監管機構設定的持倉限額以及期交所、其他商品交易所及貿易委員會為客戶帳戶制定的限額，及倘客戶須就客戶的持倉向證監會、期交所、結算所或其他類似監管機構提交報告，須迅速告知天宸康合。

- 2.3 The Client acknowledges the right of TCCS to limit the number of open positions the Client may maintain or acquire through TCCS at any time.

客戶確認，天宸康合有權限制客戶可能通過天宸康合於任何時間維持或取得的未平倉倉位數量。

- 2.4 If TCCS or its agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any part of any amount or delivery of all or any part of any amount of any Commodity (whether from the relevant exchange and/or Clearing House and/or any other person) due to be paid or delivered to the Client in respect of any futures contract or options contract traded on the HKFE entered into by TCCS on behalf of the Client on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant exchange and/ or Clearing House and/ or any applicable laws, TCCS's obligations to make payment or to deliver any Commodity to the Client in respect of such futures contract or options contract traded on the HKFE shall thereupon and by virtue of such Commodity as is equal to such payment or such amount as is actually received by TCCS in respect hereof.



倘天宸康合或其代理人（視情況而定）由於任何原因及以任何方式，就有關天宸康合代表客戶於期交所買賣的任何期貨合約或期權合約，未能於其付款或交付到期日，按照有關交易所及/或結算所及/或的規則及規定及/或任何適用法律，收到到期應付客戶的任何金額的全部或部分付款，或到期應交付客戶的任何商品的全部或任何部分交付（不論是來自有關交易所及/或結算所及/或任何其他人士），則天宸康合就有關於期交所買賣的該等期貨合約或期權合約向客戶付款或交付任何商品的責任，應於並憑藉該商品相等於天宸康合就此收到的付款或金額。

- 2.5 TCCS shall be entitled, in its absolute discretion, but shall not be bound to act on any Instruction from the Client to take any action whatsoever or howsoever against any exchange and/or Clearing House and/or any other person in respect of any failure by such exchange and/or Clearing House and/or other person to make any payment or to deliver any amount of any Commodity in respect of any futures contract or options contract traded on the HKFE entered into by TCCS on behalf of the Client as provided in clause 2.4 of this Schedule 3 provided that if any such action is taken by TCCS, the Client shall indemnify TCCS in respect of all costs, claims, demands, damages and expenses arising out of or in connection with the taking of such action.

天宸康合有權按其絕對酌情權（但毋須依客戶的指示行事），就有關任何交易所及/或結算所及/或任何其他人士的任何違責而未能就本附錄3第2.4條規定的天宸康合代表客戶訂立並於期交所買賣的任何期貨合約或期權合約作出任何付款或交付任何商品的全部數量，針對任何交易所及/或結算所及/或任何其他人士採取任何法律行動，惟倘天宸康合採取任何該等法律行動，客戶應就採取該法律行動所產生或與之相關的所有費用、申索、請求、損害及開支彌償天宸康合。

- 2.6 TCCS may, for the purpose of carrying out any Instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with TCCS or any member of the TCCS Group on such terms and conditions as TCCS may in its absolute discretion determine. TCCS or any member of the TCCS Group may be the counterparty to any transaction effected by TCCS on the Client's behalf.

為執行客戶作出的任何指示之目的，天宸康合可與或透過任何其他代理人（包括以任何方式與天宸康合或天宸康合集團任何成員相關聯的任何人士或一方），按照天宸康合可能按其絕對酌情權決定的條款及條件訂立合約或以其他方式進行交易。天宸康合或天宸康合集團任何成員可為天宸康合代表客戶執行之任何交易的對手方。

- 2.7 The Client shall, forthwith upon request by TCCS, supply to TCCS in relation to any futures contract or options contract traded on the HKFE entered into by TCCS on its behalf such information in relation to the delivery and/or settlement and/or (in the case of an options contract traded on the HKFE) exercise of any such futures contract or options contract traded on the HKFE which has not been Closed Out or, as the case may be exercised, as TCCS may request.

應天宸康合要求，客戶應就有關天宸康合代表客戶訂立並於期交所買賣的任何期貨合約或期權合約，立即向天宸康合提供天宸康合可能要求的有關交付及/或交收及/或（就於期交所買賣的期權合約而言）行使於期交所買賣的尚未平倉或（視情況而定）行使的任何該等期貨合約或期權合約的資料。

- 2.8 Any statement or confirmation issued by TCCS stating the price or value at which any futures contract or options contract traded on the HKFE is entered into or Closed Out, or the exchange rate applicable in any currency conversion, or the amount owing by the Client to TCCS at any given time, shall (in the absence of manifest error) be binding on the Client as to the particulars stated.

天宸康合發出的列明於期交所買賣的任何期貨合約或期權合約所訂立或平倉的價格或價值，或適用於任何貨幣兌換的匯率，或客戶於任何給定時間欠付天宸康合的金額的任何結單或確認，其所述詳情（在沒有明顯錯誤的情況下）對客戶有約束力。

3. CLIENT'S ACKNOWLEDGEMENT AND AGREEMENT

客戶的確認及同意

- 3.1 The Client acknowledges that subject to the provisions of the SFO, and any applicable law, TCCS may take the opposite position to the Client's order in relation to any exchange traded futures contracts and/ or options contracts, whether on TCCS's own account, for the account of any member of the TCCS Group or for the account of other customers of TCCS, provided that such trade is executed competitively on or through the facilities of the HKFE in accordance with its rules or the facilities of any other Commodity, futures or options exchange in accordance with the rules and regulation of such other exchange.



天宸康合證券

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客戶確認，受制於《證券及期貨條例》及任何適用法律的規定，天宸康合可能對客戶就有關任何在交易所買賣的期貨合約及／或期權合約的指令採取相反的倉位（不論是為天宸康合自身，或為天宸康合集團任何成員，或為天宸康合其他顧客），惟該買賣須按照期交所的規則於或透過期交所的融資工具，或按照其他交易所的規則及規定於或透過任何其他商品、期貨或期權交易所的融資工具競爭性地執行。

- 3.2 The Client acknowledges that the Clearing House may do all things necessary to transfer any open positions held by TCCS on the Client's behalf and any money and security standing to the credit of its Account with the TCCS to another exchange participant of HKFE in the event that the rights of TCCS as an exchange participant of HKFE are suspended or revoked.

客戶確認，倘天宸康合作為期交所交易參與者的權利獲暫停或撤銷，則結算所可進行所有必要的事情，以向另一家期交所交易參與者轉移天宸康合代表客戶持有的任何未平倉倉位以及其於天宸康合的帳戶列為進帳的任何款項及證券。

- 3.3 The Client acknowledges that TCCS is bound by the rules of HKFE which permits the HKFE to take steps to limit positions or require the Closing Out of Exchange Contracts on behalf of such clients who in the opinion of the HKFE are accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.

客戶確認，天宸康合受期交所規則的約束，根據該等規則，倘期交所認為客戶正累積倉位而對或可能對任何特定的一個或多個市場不利，或能夠或可能能夠對任何一個或多個市場的公平和有序營運造成不利影響（視情況而定），期交所將就此獲准代表客戶採取步驟限制外匯合約的倉位或要求平倉。

4. CLIENT'S ACCOUNT

客戶的帳戶

- 4.1 All monies, securities or other properties received by TCCS from the Client or from any other person (including a clearing house) for the Client's Account shall be held by TCCS as trustee, segregated from TCCS's own assets. Such assets so held by TCCS shall not form part of the assets of TCCS for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator or similar officer over all or any part of TCCS's business or assets.

天宸康合自客戶或自任何其他人士（包括結算所）為客戶的帳戶所收取的所有款項、證券或其他財產，應由天宸康合作為受託人持有，並與天宸康合自身的資產分開。天宸康合據此持有的該等資產並不構成天宸康合就破產或清算而言資產的一部分，而須於就天宸康合的全部或任何部分業務或資產委任臨時清盤人或類似高級職員後及時退還予客戶。

- 4.2 Any monies, approved debt securities or approved securities received by TCCS from the Client or from any other person (including the Clearing House) are held in the manner specified in paragraphs 7 to 12 of Schedule 4 to the Code and the Client hereby authorizes TCCS to apply such monies, approved debt securities or approved securities in the manner specified in paragraphs 14 to 15 of Schedule 4 to the Code. In particular, TCCS may apply such monies, approved debt securities or approved securities in or towards meeting TCCS's obligations to any party insofar as such obligations arise in connection with or incidental to F.O. Business transacted on that Client's behalf.

天宸康合自客戶或自任何其他人士（包括結算所）收取的所有款項、核准債務證券或核准證券須按守則附錄4第7段至第12段所列明的方式持有，客戶茲此授權天宸康合以守則附錄4第14段至第15段所列明的方式運用該等款項、核准債務證券或核准證券。特別是，天宸康合可運用該等款項、核准債務證券或核准證券於或以履行天宸康合對任何第三方的義務，惟該等義務須就有關或隨附於代表客戶交易的期貨期權業務而產生。

5. CLEARING HOUSE ACCOUNT

結算所帳戶

The Client acknowledges that in respect of any account of TCCS maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of the F.O. Business transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between TCCS and the Clearing House, TCCS



deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities or approved securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in Clause 4.1 of this Schedule 3.

客戶確認，就有關天宸康合於結算所維持的任何帳戶，不論該帳戶是否全部或部分就有關代客戶進行的期貨期權業務而維持，不論客戶支付或存入的款項、核准債務證券或核准證券是否已支付予或存入結算所，在天宸康合與結算所之間，天宸康合作為主事人進行買賣，因此該等帳戶並無附帶以客戶為受益人的任何信託或其他衡平法權益，並且支付予或存入結算所的款項、核准債務證券或核准證券因此不受本附錄3第4.1條所指的信託制約。

6. MARGIN REQUIREMENTS

保證金要求

6.1 Except for the purpose of Closing Out the Client's open positions or as the HKFE may from time to time prescribe, generally or otherwise, the Client agrees that TCCS shall not transact F.O. Business for the Client until and unless TCCS has received from the Client collateral adequate to cover the Client's expected trading liabilities, minimum margins and variation adjustments.

除為客戶未平倉倉位進行平倉之目的或期交所不時一般或以其他方式所要求，客戶同意，天宸康合不會為客戶進行期貨期權業務交易，直至及除非天宸康合已向客戶收取足以彌補客戶預期交易負債、最低保證金及變價調整的抵押品。

6.2 The original margin and variation adjustment, the rates of which to be determined from time to time by TCCS in its sole discretion shall be settled and maintained by the Client in the Client's Account. Any margin call and/or demand for variation adjustment shall be met within the period specified by TCCS from time to time failing which TCCS may Close Out the Client's open positions with or without notice to the Client. If TCCS determines that additional margin is required, the Client agrees to deposit with TCCS such additional margin forthwith upon demand, provided, however, that notwithstanding any demand for additional margin, TCCS may at any time proceed in accordance with the default provisions set out in this Agreement. TCCS may require more margin or variation adjustment than that specified by the HKFE and/or the Clearing House and/or other exchanges. TCCS may at any time and in its sole discretion change margin requirements. No previous margin shall establish any precedent. Any new margin requirements once established shall, in the absence of any contrary provisions by TCCS at the sole discretion of TCCS, apply to the Client's existing positions as well as to the new positions in futures contracts. Margin requirements may be met by a deposit of cash or securities or any other form acceptable by TCCS and in accordance with the rules and regulations of the HKFE or the rule of other exchanges governing the relevant markets.

天宸康合將按其全權酌情權不時釐定的原始保證金及變價調整率，應由客戶於客戶的帳戶償付並維持。任何保證金催繳及／或變價調整要求須於天宸康合不時規定的時期內履行，否則天宸康合可通知或不通知客戶而對客戶的未平倉倉位進行平倉。倘天宸康合確定需要額外保證金，客戶同意應要求立即向天宸康合存入該等額外保證金，然而，儘管有任何額外保證金的要求，天宸康合可於任何時間按照本協議載列的違責條款進行。天宸康合可要求較期交所及／或結算所及／或其他交易所規定的更多保證金或變價調整。天宸康合可於任何時間按其全權酌情權更改保證金要求。之前的保證金並不設立任何先例。一旦設立任何新保證金要求，在天宸康合沒有任何相反規定的情況下，按天宸康合全權酌情權，該新保證金要求應適用於客戶期貨合約中的現有倉位以及新倉位。可透過存入現金或證券或天宸康合接受的任何其他形式而滿足保證金要求，並須遵守期交所規則及規定或監管有關市場的其他交易所的規則。

7. MARGIN CALL

保證金催繳

7.1 The period within which margin calls and demands for variation must be met. The Client acknowledges that TCCS may be required to report to HKFE and SFC particulars of all open positions in respect of which two successive margin calls and demands for variation adjustment are not met within the period specified by TCCS and TCCS may require more margin or variation adjustments than that specified by HKFE and/or Clearing House and may Close Out open positions in respect of which any margin calls and demands for variation adjustments are not met within the period specified by TCCS or at the time of making such call(s) or demand(s).



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必須遵守保證金催繳及變價要求的期間。客戶確認，倘於天宸康合規定的期間內未能履行兩項保證金催繳及變價要求，天宸康合可能須向期交所及證監會報告所有該等未平倉倉位的詳情，天宸康合可要求較期交所及／或結算所規定的更多保證金或變價調整，並可對任何保證金催繳及變價調整要求未能於天宸康合規定的期間或於作出該等催繳或要求時獲履行的相關未平倉倉位進行平倉。

- 7.2 The Client acknowledges that TCCS may be required to report to the HKFE and/or the SFC particulars of all open positions in respect of which margin calls and/or demands for variation adjustment are not met within the period specified by TCCS.

客戶確認，倘保證金催繳及／或變價調整要求未能於天宸康合規定的時期內獲履行，天宸康合可能須向期交所及／或證監會報告所有相關未平倉倉位的詳情。

8. TRANSACTIONS IN FOREIGN CURRENCIES

外幣交易

- 8.1 In the event that the Client directs TCCS to enter into any contract on an exchange or other market on which such executed Instructions are effected in a foreign currency,

倘客戶指示天宸康合於交易所或其他市場訂立任何合約，其中已執行指示以一種外幣執行，則

- (a) any profit or loss arising as a result of fluctuation in the exchange rate affecting such currency will be entirely for the Account and risk of the Client;

由於影響該貨幣的匯率波動所產生的任何利潤或虧損將全部屬客戶之帳戶，一切相關風險由客戶承擔；

- (b) all initial and subsequent deposits for margin purpose shall be made in such currency in such amounts as TCCS may at the sole discretion of TCCS require; and

為保證金之目的的所有初始及後續按金應以天宸康合可能全權酌情決定其所需的貨幣及金額作出；及

- (c) when such a contract is liquidated TCCS shall debit or credit the Client's account in the currency in which such account is denominated at an exchange rate (where the relevant contract is denominated in currency other than that of the account) determined by TCCS at the sole discretion of TCCS on the basis of the then prevailing money market rates of exchange between such currencies.

當該合約清算時，天宸康合應以其基於該等貨幣當時貨幣市場匯率而全權酌情釐定的匯率（在相關合約以帳戶貨幣以外的貨幣計價的情況下）按該帳戶計價的貨幣扣除或記入客戶帳戶。

9. LEVIES AND COMMISSION

徵費及佣金

- 9.1 Every Exchange Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by the Client.

各外匯合約均須繳納投資者補償基金徵費的費用以及《證券及期貨條例》規定的徵費，客戶須承擔上述兩項費用。

- 9.2 Where an Exchange Contract is executed in a market that is subject to the charge of a special levy pursuant to the Exchanges (Special Levy) Ordinance, the Client will bear the cost of any such changes.

倘執行外匯合約所在的市場須根據《交易所（特別徵費）條例》繳納特別徵費的費用，客戶將承擔任何該等費用。

- 9.3 In respect of contracts executed in markets other than those organized by the HKFE, any charges levied on such contracts by the relevant markets shall be borne by the Client.

就於期交所組織的市場以外的市場執行的合約而言，客戶須承擔相關市場對該等合約徵收的任何費用。

- 9.4 The Client agrees to pay commission, brokerage, levies, and interest on the Client's Account (where applicable) and/or fees and charges or any other charges which TCCS may think fit at a rate to be determined by TCCS or any charges pursuant to the laws of Hong Kong or the Rules of HKFE or the rules of other exchanges governing the relevant markets.

客戶同意於客戶帳戶支付佣金、經紀佣金、徵費及利息（如適用）及／或收費及費用或天宸康合可能認為適當的由天宸康合釐定的任何其他費用，或根據香港法律或期交所規則或監管相關市場的其他交易規則所的任何費用。

10. RULES AND LAWS

規則及法律

10.1 Transactions related to exchange traded futures and options contracts shall be subject to the rules of the relevant markets and exchanges. Upon request of HKFE or SFC or in other certain circumstances as may be required by the applicable laws, rules, regulations, etc, TCCS will be required to disclose the name, beneficial identity and such other information concerning the Client as HKFE or SFC may require and the Client agrees to provide such information concerning the Client as TCCS may require in order for TCCS to comply with the applicable laws, rules, regulations, etc and that in the event TCCS fails to comply with the disclosure requirement of the HKFE, the Chief Executive of the HKFE may require the Closing Out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of the Client.

有關在交易所買賣的期貨及期權合約的交易須遵守有關市場及交易所的規則。應期交所或證監會要求，或在適用法律、規則、法規等規定的其他若干情況下，天宸康合須披露予期交所或證監會可能要求的有關客戶的名稱、受益人身份及該等其他資料，客戶同意提供天宸康合為遵從適用法律、規則、法規等而可能要求的有關客戶的該等資料，倘天宸康合未能遵從期交所的披露規定，期交所首席執行官可能要求代表客戶對倉位進行平倉，或對客戶的倉位施加保證金附加費。

10.2 In respect of the transactions related to the F.O. Business executed in markets other than those organized by the HKFE, the Client acknowledges such transactions shall be subject to the rules and regulations of those markets and not those of the HKFE with the result that the Client 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 of the HKFE.

就於期交所組織的市場以外的市場執行的期貨期權業務相關交易而言，客戶確認該等交易須遵守該等市場而非期交所的規則及法規，因此與期交所規則提供的保障級別及種類相比，客戶可能就有關該等交易有顯著不同的保障級別及種類。

PART IV RISK DISCLOSURE STATEMENT

第四部分 風險披露聲明

IMPORTANT NOTICE

重要提示

The financial markets present many different risks of which the Client should be aware prior to investing. This risk disclosure statement is not intended to disclose an exhaustive list of all of the risks in respect of securities trading and other trading particularized hereinafter and may be amended or supplemented by additional risk disclosures from time to time.

金融市場存在很多不同風險，客戶應於投資前知悉該等風險。風險披露聲明無意披露有關證券買賣及下文所述其他買賣的所有風險之詳盡清單，並可經附加風險披露不時修訂或補充。

It is important for the Client to determine whether any transaction is suitable for it in the light of its own investment experience, investment objectives, financial situation and other relevant circumstances. The Client should consult its own legal, tax, financial and other professional advisers as it deems appropriate and ensure that it fully understands the risks involved and should refrain from entering into any trading contract unless it understands the nature and the extent of risk thereof.

客戶務須根據其自身投資經驗、投資目標、財務狀況及其他相關情況，決定任何交易是否對其適合。客戶應諮詢其認為適合的法律、稅務、財務及其他專業顧問，並確保其完全明白所涉及的風險，並僅於其明白相關風險的性質及程度後，方可訂立任何買賣合約。

Furthermore, trading in derivative product may not be suitable for many members of the investing public. The Client should carefully consider whether trading to be entered into is appropriate for it in light of its experience, objectives, financial resources and all other circumstances.

此外，對於很多投資大眾而言，買賣衍生產品可能並不適合。客戶應根據其經驗、目標、財務資源及所有其他情況，仔細考慮擬訂立的買賣是否對其適合。

RISK OF SECURITIES TRADING

證券交易的風險

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

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

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

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

創業板（「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或在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動性很低。

The Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors. Current information on GEM stocks may only be found on the internet website operated by SEHK. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.



天宸康合證券 TC Concord Securities

客戶僅應在經審慎及仔細考慮後，才作出投資決定。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認識程度足夠的投資者。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。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

The Client should seek independent professional advice if the Client is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

倘客戶對本風險披露聲明任何方面的內容或對買賣創業板股份相關風險的性質有任何不清楚或不明白之處，應尋求獨立的專業意見。

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED 在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. The Client should consult TCCS and become familiarized with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of SEHK.

按照納斯達克－美國證券交易所試驗計劃（試驗計劃）掛牌買賣的證券是針對認識程度足夠的投資者為對象。客戶在買賣該項試驗計劃的證券之前，應先諮詢天宸康合的意見並熟悉該項試驗計劃。客戶應知悉，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。

RISK OF PROVIDING 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之風險

If the Client provides TCCS with an authority to hold mail or direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

倘客戶已授權天宸康合代存郵件或將郵件轉交予第三方，則客戶須盡速親身收取所有關於客戶帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時發現任何差異或錯誤。

RISK OF CLIENT'S ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地區收取或持有客戶資產的風險

The Client's assets received or held by TCCS outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO 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.

天宸康合在香港以外地區收取或持有的客戶資產將受到有關海外司法管轄區適用的法律和法規所監管，而該等法律和法規與《證券及期貨條例》及其規則或有不同。因此，該客戶資產未必能享有在香港收取或持有客戶資產所能獲得的相同保障。

SPECIFIC RISK RELATING TO SECURITIES DENOMINATED IN RENMINBI ("RMB") 人民幣（「人民幣」）計值證券相關的特定風險

RMB securities are subject to exchange rate fluctuations which may provide both opportunities and risks. The fluctuations in the exchange rate of RMB may result in losses in the event that the Client converts RMB into Hong Kong dollars ("HKD") or other foreign currencies. Currently, RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. The Client should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit. The Client should open RMB bank accounts for money settlement purpose if the Client wishes to receive payments (such as sales proceeds and dividends) in RMB via banks. Any RMB conversion in relation to a RMB securities transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the SEHK at 11:00am or other time as

stipulated by the SEHK on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by TCCS as a principal according to the prevailing exchange rate. If the Client provides a settlement sum in a currency other than RMB, TCCS will convert the settlement sum to RMB at the exchange rate determined by TCCS as a principal according to the prevailing exchange rate. RMB securities will be traded and settled in RMB. However, all trading related fees (including stamp duty, SFC transaction levy and the SEHK trading fees) shall be payable to Inland Revenue Department, SFC and SEHK by TCCS, as the case maybe, on behalf of the Client in HKD. Of the settlement sum in RMB, TCCS shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of TCCS instead of the Client. The Client shall not have any rights to claim any gain arising from such currency conversion.

人民幣證券受匯率波動影響，而匯率波動可能產生機會或風險。客戶如將人民幣兌換為港幣（「港幣」）或其他外幣時，可能受人民幣匯率波動影響而招致損失。目前人民幣並非完全可自由兌換，而通過銀行進行人民幣兌換亦受每日限額限制及不時適用的其他限制。客戶務須留意不時適用的有關兌換的限制及其變動，如客戶需兌換的人民幣金額超過每日限額，須預留時間以備兌換。客戶如希望透過銀行收取人民幣款項（例如售賣收益及股息），應開立人民幣銀行帳戶作交收之用。結單及成交單據所示任何與人民幣證券交易有關的人民幣兌換乃基於聯交所在有關交易日上午十一時正或聯交所不時規定的其他時間就該貨幣所提供的現行匯率而進行。但是，實際於交收或其他兌換日進行的人民幣兌換將由天宸康合以主事人的身份按市場當時通行匯率而決定之匯率進行。如客戶提供用於交收之款額為人民幣以外之貨幣，天宸康合將以主事人的身份按市場當時通行匯率以其所決定之匯率將交收之款額兌換為人民幣。人民幣證券將以人民幣交易及交收，但是所有交易相關費用（包括印花稅、證監會交易徵費及聯交所交易費）均會由天宸康合代表客戶以港幣支付予稅務局、證監會及聯交所（視情況而定）。在人民幣交收款額中，天宸康合會將相當於交易相關費用的金額兌換成港幣以償付交易相關費用。就交易相關費用的外匯兌換所產生的任何收益或虧損應由天宸康合（而非客戶）負責。客戶無權就上述貨幣兌換產生的任何收益作出任何申索。

RISK OF PROVIDING AN AUTHORITY TO LEND, REPLEDGE OR DEPOSIT CLIENT'S SECURITIES OR SECURITIES COLLATERAL ETC. WITH THIRD PARTIES

向第三者提供將客戶的證券或證券抵押品等借出、再抵押或存放授權的風險

- (a) There is a risk if the Client provides TCCS with an authority that allows it to apply Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

客戶向天宸康合提供授權，容許其按照證券借貸協議運用客戶的證券或證券抵押品、將客戶的證券抵押品再抵押以取得財務通融、或將客戶的證券抵押品存倉，以作為履行及滿足其結算責任及債務的抵押品，存在一定風險。

- (b) If the Client's securities or securities collateral are received or held by TCCS in Hong Kong, the above arrangement only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client's authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

倘客戶的證券或證券抵押品是由天宸康合在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方有效。此外，除非客戶是專業投資者，客戶的授權書必須指明其有效期，而該有效期不得超逾12個月。倘客戶是專業投資者，則此等限制將不適用。

- (c) Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's consent) if TCCS issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date of the then existing authority.

另外，倘天宸康合在有關授權的期限屆滿前最少14日向客戶發出提示，而客戶對於在現有有關授權的期限屆滿前視為將該授權延續不表示反對，則客戶的授權將會被視為已續期（即無需經客戶同意）。

- (d) The Client is not required by any law to sign the authorities. But an authority may be required by TCCS, for example to facilitate margin lending to the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. TCCS should explain to the Client the purposes for which one of these authorities is to be used.

現時並無任何法律規定客戶必須簽署該等授權書。然而，天宸康合可能需要有授權書，以作例如向客戶提供保證金貸款或容許將客戶的證券或證券抵押品出借予第三方或作為抵押品存放於第三方。天宸康合應向客戶解釋將為何種目的而使用該等授權書。

- (e) If the Client signs one of these authorities and its securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities or securities collateral. Although TCCS is responsible to the Client for the Client's securities or securities collateral lent or deposited under the authority, a default by it could result in the loss of Client's securities or securities collateral.

倘客戶簽署一份該等授權書，並且客戶的證券或證券抵押品已出借予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或押記。儘管天宸康合須就根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品對客戶負責，但天宸康合的任何違責行為可能會導致客戶損失其證券或證券抵押品。

- (f) A cash account not involving securities borrowing and lending is available from most licensed or registered persons including TCCS. If the Client does not require margin facilities or does not wish his securities or securities collateral to be lent or pledge, the Client should not sign the above authorities and should ask to open this type of cash account.

包括天宸康合在內的大多數持牌或註冊人士均可提供不涉及證券借貸的現金帳戶。倘客戶並不需要保證金貸款，或不希望其證券或證券抵押品被借出或質押，則客戶不應簽署上述的授權書，並應要求開立此等現金帳戶。

RISK OF MARGIN TRADING

保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of his cash and any other assets deposited as collateral with TCCS. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client 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, the Client's collateral may be liquidated without his consent. Moreover, the Client will remain liable for any resulting deficit in his account and interest charged on his account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of his own financial position and investment objectives.

藉存放抵押品而取得融資進行交易的虧損風險極大。客戶所蒙受的虧蝕可能會超過客戶存放於天宸康合作為抵押品的現金及任何其他資產。市場情況可能使附帶指令如「止蝕」或「限價」指令無法執行。客戶可能會被要求在短時間內存入額外的保證金款額或繳付利息。倘客戶未能在指定的時間內支付所需的保證金款額或繳付利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為其帳戶內因此而出現的任何缺欠數額及需繳付的利息負責。因此，客戶應根據自身的財政狀況及投資目標，仔細考慮這種融資安排是否合適。

RISK OF TRADING FUTURES AND OPTIONS

期貨及期權交易的風險

The risk of loss in trading futures contracts or options is substantial. In some circumstances, the Client may sustain losses in excess of its initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in his account. The Client should therefore study and understand futures contracts and options before it trades and carefully consider whether such trading is suitable in the light of his financial position and investment objectives. If the Client trades options it should inform itself of exercise and expiration procedures and its rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險極大。在若干情況下，客戶所蒙受的虧蝕可能會超過其最初存入的保證金資金。即使客戶設定了附帶指令如「止蝕」或「限價」指示，亦未必能夠避免損失。市場情況可能使該等指令無法執行。客戶可能會被要求在短時間內存入額外的保證金資金。倘未能在指定的時間內提供所需資金，客戶的倉位可能會被平倉。客戶仍然要對其帳戶內任何因此而出現的缺欠數額負責。因此，客戶在買賣前應研究及理解期貨合約及期權，以及根據本身的財

政狀況及投資目標，仔細考慮該等買賣是否適合。倘客戶買賣期權，應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS

期貨及期權的額外風險披露

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the contracts (and contractual relationships) into which the Client is entering and the extent of its exposure to risk. Trading in futures and options is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for it in light of its experience, objectives, financial resources and other relevant circumstances.

本概要聲明並未披露買賣期貨及期權的所有風險及其他重要事宜。就風險而言，客戶在進行任何上述交易前，應先充分了解將訂立的合約的性質(及有關的合約關係)及客戶就此須承擔的風險程度。期貨及期權買賣不適合很多公眾投資者，客戶應就其經驗、目標、財政資源及其他相關情況，仔細考慮是否適合參與該等買賣。

The Client understands, agrees and accepts in particular the following risks where they apply to the Client's expected or actual trading in futures and options:-

客戶理解、同意並接受，特別是以下適用於客戶預期或實際買賣期貨及期權的風險：

Futures

期貨

a. Effect of "Leverage" or "Gearing"

「槓桿」效應

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit: this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain its position. If the market moves against the Client's position or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain its position. If the Client fails to comply with a request for additional funds within the time prescribed, its position may be liquidated at a loss and the Client will be liable for any resulting deficit.

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。

b. Risk-reducing orders or strategies

減低風險交易指令或投資策略

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

即使客戶採用某些旨在預設虧損限額的交易指示(如「止蝕」或「止蝕限價」指示)，也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

Options

期權

c. Variable degree of risk

不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for his position to become profitable, taking into account the premium and all transaction costs.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先了解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, the Client will suffer a total loss of his investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, it should be aware that the chance of such options becoming profitable ordinarily is remote.

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨合約的期權，購買人將獲得期貨倉位，並附帶相關的保證金責任（參閱上文「期貨」一節）。如所購入的期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的期權金及交易費用。倘客戶打算購入極價外期權，應注意客戶可以從這類期權獲利的機會極微。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨合約的期權，則賣方將獲得期貨倉位及附帶的保證金責任（參閱上文「期貨」一節）。若期權賣方持有相應數量的相關資產或期貨合約或其他期權作「備兌」，則所承受的風險或會減少。倘有關期權並無任何備兌安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些國家的交易所允許期權買方延遲支付款項，令買方支付保證金費用的責任不超過期權金。儘管如此，買方仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方須負責支付當時尚未繳付的期權金。



Additional Risk Common To Futures And Options

期貨及期權的其他常見風險

d. Terms and conditions of contracts

合約的條款及細則

The Client should ask TCCS about the terms and conditions of the specific futures or options contracts which it is trading and associated obligations (e.g. the circumstances under which the Client may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

客戶應向天宸康合查詢閣下所買賣的特定期貨或期權合約的條款及細則，以及有關責任（例如在什麼情況下客戶或會有責任就期貨合約的相關權益進行交收，或就期權而言，期權的到期日及行使時間的限制）。在某些情況下，交易所或結算所或會修改尚未行使合約的細則（包括期權行使價），以反映相關權益的變化。

e. Suspension or restriction of trading and pricing relationships

暫停或限制交易及價格關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold options, this may increase the risk of loss.

市場情況（例如市場流通量）及/或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉位。倘額客戶賣出期權後遇到這種情況，須承受的虧損風險可能會增加。

Further, normal pricing relationships between the underlying interest and futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

此外，相關權益與期貨之間以及相關權益與期權之間的正常價格關係可能並不存在。例如，期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受該規限。缺乏相關參考價格會導致投資者難以判斷何謂「公平價格」。

f. Deposited cash and property

存放的現金及財產

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

倘客戶為在本地或海外進行的交易存放款項或其他財產，客戶應了解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則認定屬於客戶的財產將會如現金般按比例分配予客戶。

g. Commission and other charges

佣金及其他收費

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



在開始交易之前，客戶先要清楚了解其必須繳付的所有佣金、費用及其他收費。這些費用將影響客戶可獲得的淨利潤(如有)或增加客戶的虧損。

h. Transactions in other jurisdictions

在其他司法管轄區進行交易

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

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，客戶應先向有關商號查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

i. Currency risks

貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Client's 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(不論交易是否在客戶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。

j. Trading facilities

交易設施

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. The Client's 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: the Client should ask for details in this respect.

電子交易設施以電腦組成系統支持以進行交易指示傳遞、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，而客戶就此所能得的賠償或會受制於系統供應商、市場、結算所及/或參與者商號就其所承擔的責任所限制。由於這些責任限制可以各有不同，客戶應查詢這方面的詳情。

k. Electronic trading

電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If the Client undertakes transactions on an electronic trading system, it 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 the Client's order is either not executed according to its 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。倘客戶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客戶的指令不能按照指示執行，甚或完全不獲執行。

1. Off-exchange transactions

場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. TCCS may be acting as the Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes such transactions, it should familiarise itself with applicable rules and attendant risks.

在某些司法管轄區，及只有在特定情況之下，有關商號會獲准進行場外交易。天宸康合可能是客戶所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉位、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度。因此，客戶在進行該等交易前，應先了解適用的規則和相關風險。

RISKS OF DEALING IN DERIVATIVES AND STRUCTURED PRODUCTS

買賣衍生工具和結構性產品的風險

The following risk disclosure does not delineate all risks related to derivatives and structured products. If the Client has any concerns or doubts in relation to the risks of derivatives and structured products, the Client should obtain independent professional advice before making any investment decision. The Client should assess its own risk appetite and financial position, products features and the creditworthiness of the issuer prior to investing in derivatives and structured products. The Client should not invest in derivatives and structured products unless it fully understands and is willing to take on the risks of investing in derivatives and structured products, including losing all its investment capital.

以下風險披露並無註明衍生工具和結構性產品的所有風險。客戶如對衍生工具和結構性產品的風險有任何考慮或疑問，客戶應在作出任何投資決定前，諮詢獨立專業顧問的意見。客戶於投資衍生工具和結構性產品前，應該先評估其承受風險的能力及財務狀況、產品特性及發行人的信譽。除非客戶完全明白及願意承擔投資衍生工具和結構性產品的風險，包括虧蝕投資本金的全數，否則不應投資衍生工具和結構性產品。

- a. The price of derivatives and structured products can fluctuate and any derivatives and structured products may experience upward or downward movements and may even become valueless. There is an inherent risk that losses may be incurred rather than profits made as a result of trading derivatives and structured products. Any investment in derivatives and structured products may involve substantial risks including market risk, liquidity risk, realization risk, currency risk and the risk that the relevant issuer will be unable to satisfy its obligations. Issuers of derivatives and structured products may not be subject to any credit rating made by credit agency. Where TCCS is only acting in the capacity as distributor, TCCS will not be liable to the Client or any other person in the event of an issuer's default.

衍生工具和結構性產品的價格會波動。任何一種衍生工具和結構性產品的價格都可能上升或下降，甚至變成毫無價值。衍生工具和結構性產品買賣有其內在風險，未必一定能夠賺取利潤，反而可能會招致損失。任何衍生工具和結構性產品的投資可能涉及重大風險，包括市場風險、流動性風險、變現風險、貨幣風險及有關發行人幾無法履行其義務的風險。衍生工具和結構性產品的發行人可能並無由信貸評級機構給予任何信貸評級。倘若天宸康合只是擔當分銷商的身份，天宸康合將毋須因發行人違責而對客戶及任何其他人士承擔任何責任。

- b. The Client should consult the relevant product/program prospectus and the offering documents and other materials TCCS has provided to the Client (if any) to determine the risk factors before deciding whether or not to invest in any derivatives or structured products. The Client should consider carefully the suitability of an investment in light of his experience, objectives, financial position and other relevant circumstances. The Client should consult with his own independent financial, legal, business and/or tax advisers to determine the risks and benefits of any investment and to arrive at his own evaluation of the investment. Derivatives and structured product are suitable only for investors who understand the risks and have sufficient net worth to be able to assume the risks and bear the potential losses of trading.



天宸康合證券 TC Concord Securities

客戶在決定是否投資於任何衍生工具或結構性產品前，應查閱相關產品/項目的發行章程及銷售文件和其他由天宸康合提供給客戶的資料（如有），以確定風險因素。客戶應就其經驗、投資目標、財務狀況及其他相關狀況，仔細考慮該等投資是否適合。客戶應諮詢自己的獨立財務、法律、業務及／或稅務顧問，以確定任何投資的風險和收益，並作出客戶之個人投資評估。衍生工具和結構性產品只適合了解其中的風險，並有足夠的淨資產以承擔因買賣而招致的風險和潛在損失的投資者。

- c. Structured or over-the-counter transaction generally cannot be assigned or transferred without the consent of the other party. TCCS is not obliged to repurchase a transaction from the Client or terminate a transaction at the Client's request. Since transactions are customized and not fungible, engaging in a transaction with another dealer to offset a transaction the Client has entered into with TCCS will not automatically Close Out those positions (unlike the case of equivalent exchanged-traded futures and options) and will not necessary function as a perfect hedge. Off-exchange transactions may also be less regulated or subject to a separate regulatory regime. Before undertaking such transactions, the Client should become familiarized with the applicable rules and attendant risks.

未經交易對手方同意，結構性或場外交易通常不得轉易或轉讓。天宸康合毋須應客戶要求向其購回交易或終止交易。由於交易是根據情況量身制定及不可替代，因此與其交易商訂立交易以對沖客戶與天宸康合訂立的交易將不會自動平倉（不同於等同交易所買賣期貨及期權的情況），故未必實現一個理想的對沖效果。場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度。因此，客戶在進行該等交易前，應先了解適用的規則和相關風險。

- d. If the Client tries to sell the products before maturity, the Client may receive an offer which is less than the amount invested in or the Client may not be able to sell the products.

倘客戶在到期前嘗試出售產品，客戶收到的出價可能低於投資金額，或客戶可能無法出售產品。

- e. TCCS and its Affiliates may act as principal or agent in similar transaction with respect to the instruments or securities underlying the transaction with the Client.

天宸康合及其聯屬人可能於類似交易中有關與客戶交易的工具或證券擔當主事人或代理人。



PART V Personal Data (Privacy) Collection Statement

第五部分 個人資料（私隱）收集聲明

TCCS's policy and practices in relation to the collection of data from Clients for or in relation to the purposes set out hereunder and the Personal Data (Privacy) Ordinance ("PDPO").

天宸康合為本協議所載目的及個人資料(私隱)條例(「**私隱條例**」)，而作出有關收集客戶個人資料的政策及慣例如下：

1. From time to time, it is necessary for the Client to supply TCCS with data (whether confidential or otherwise) in connection with the opening or continued operation of Accounts and the provisions of services to the Client under this Agreement.

客戶須不時向天宸康合提供有關開立或持續操作帳戶及向客戶提供本協議項下的服務所需的資料（不論是否機密資料）。

2. Failure to supply such data may result in TCCS being unable to open or operate accounts or provide services to the Client.

倘未能向天宸康合提供有關資料，可能導致天宸康合無法開立或操作帳戶或向客戶提供服務。

3. Data may also be collected from the Client or where applicable, its director, employees, agents, clients (direct or indirect) or Affiliates (as applicable) in the ordinary course of TCCS's business relationship with the Client when the Client deals or transact business with or through TCCS.

在天宸康合與客戶的正常業務往來過程中，當客戶或透過天宸康合進行交易或執行業務時，天宸康合亦會收集客戶或(如適用)其董事、僱員、代理商、客戶（直接或間接的）或其聯屬人（如適用）的資料。

4. The personal data supplied by the Client may be used for the following purposes:

客戶提供的個人資料可能用於下列用途：

- (a) the daily operation of the Account and the provision of services and credit facilities to the Client under this Agreement;
帳戶的日常運作及向客戶提供本協議項下的服務及信貸融資；
- (b) conducting anti-money laundering, know-your-client and countering terrorism financing checks and on the continued monitoring of the Client;
進行反清洗黑錢，了解客戶和打擊恐怖分子融資檢查，及客戶的持續監察；
- (c) conducting product, service surveys and audit/credit checks;
進行產品、服務調查和審計／信貸檢查；
- (d) assisting other institutions to conduct credit checks;
協助其他機構進行信貸檢查；
- (e) ensuring the Client's ongoing credit worthiness;
確保客戶的持續良好信用；
- (f) designing financial services or related products for the Client's use and for improving existing services and products;
為客戶設計金融服務或相關產品及改善現有的服務和產品；
- (g) marketing of financial services or related products;
宣傳金融服務或相關產品；
- (h) determining the amount of indebtedness owed to or by the Client;
確定欠付客戶或客戶欠付的債務金額；
- (i) collection of amounts outstanding from the Client and those persons providing security for the Client's obligations;
向客戶及為客戶的債務提供抵押的人士追收欠款；
- (j) matching, comparing or exchanging with data held by TCCS, credit agencies or any other person for the purpose of (a) credit checking; (b) data verification; (c) producing or verifying data which may be used for the purpose of taking adverse action against you or any other person at any time in accordance with the PDPO.



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對天宸康合、信貸機構或任何其他人士持有的資料進行配對、比較或交換，以作(a)信貸檢查；(b)資料驗證；(c)根據私隱條例產生或核證可能用作於任何時間採取對閣下或任何其他人士不利行動的資料；

- (k) making disclosure as required by all applicable laws, rules, regulations, codes or guidelines and enabling us to discharge TCCS's obligation to regulators or other authorities;
作出所有適用法律、規則、法規、法典或指引所要求的披露，並使我們能夠履行天宸康合對監管者或其他機構的義務；
- (l) meeting the requirement to make disclosure under the requirements of any law or regulations;
根據任何法律或法規要求作出披露；
- (m) internal data processing, preparation of internal statistical reports, sales revenue reports and rebates/soft dollar arrangement analysis and any other reports; and
內部資料處理、編制內部統計報告、銷售收入報告和回佣／非金錢利益安排的分析及其他報告；及
- (n) any other incidental or associated purposes relating to any of the foregoing.
與上述任何一項相關的其他伴隨或關聯目的。

5. The personal data held by TCCS relating to the Client will be kept confidential but TCCS may use, process, transfer, share or provide such data to the following classes of persons or to any place outside Hong Kong:

天宸康合會把所持有的有關客戶的個人資料保密，但天宸康合可使用、處理、轉讓、分享或提供該等資料予下列各類人士或往香港以外的任何地方：

- (a) any agent, contractor or third party service provider, bank or fund houses which provides administrative, credit information, debt collection, data processing, financial, telecommunications, computer, payment, securities clearing, professional or other services to TCCS or to any company within TCCS Group or any related company of TCCS in connection with the operation of its business;
向天宸康合或向天宸康合集團內任何公司或就有關經營其業務的天宸康合的任何相關公司提供行政、信貸資料、債務追討、資料處理、金融、電訊、電腦、付款、證券結算、專業或其他服務的任何代理人、承包商或第三方服務供應商、銀行或基金公司；
- (b) any company in TCCS Group or any related company of TCCS;
天宸康合集團的任何公司或天宸康合的任何關連公司；
- (c) any other person if such person is under a duty of confidentiality to TCCS including a member of TCCS Group which has undertaken to keep such information confidential;
對天宸康合負有保密責任的任何其他人士，包括已承諾對該等資料保密的天宸康合集團成員；
- (d) any financial institution with which the Client has or propose to have dealings with ; or
與客戶已有或建議交易的任何金融機構；或
- (e) any actual or proposed assignee, participant, sub-participant, transferee, delegate or successor of TCCS's rights or the business of TCCS.
天宸康合權利或天宸康合業務的任何實際或建議受讓人、參與人、附屬參與人、承讓人、代表或繼承人。
- (f) any legal, accounting or professional person, firm or body; and
任何法律、會計或專業人士、商號或團體；及
- (g) any stock exchange, government, law enforcement body or other regulatory authority, body or entity under any applicable law, rules, regulations, codes or guidelines.
根據任何適用法律、規則、法規、法典或指引的任何交易所、政府、執法機構或其他監管機構、團體或實體。

6. TCCS may transfer any data received or held hereunder to any place outside Hong Kong (whether for the processing, holding or use of such data outside Hong Kong).

天宸康合可將收取或持有的任何資料轉移至香港以外的任何地方(不論是在香港以外處理、持有或使用該等資料)。

7. Under and in accordance with the terms of the PDPO, the Client has the right to:

根據及依據私隱條例之條款，客戶有權：

- (a) check whether TCCS holds data about the Client and the right of access to such data;
檢查天宸康合是否持有客戶的資料，及有權索取該等資料；
- (b) require TCCS to correct any data which is inaccurate; and
要求天宸康合更改任何錯誤的資料；及



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- (c) ascertain TCCS's policies and practices in relation to data and to be informed of the kind of personal data held by TCCS.

確定天宸康合有關資料之政策及慣例，及可獲知天宸康合持有的個人資料種類。

8. In accordance with the terms of the PDPO, TCCS has the right to charge a reasonable fee for the processing of any data access request.

依據私隱條例之條款，天宸康合有權就處理任何資料索取查閱之要求收取合理費用。

9. All requests for access to data or correction or for information regarding the policies and practices of any kinds of data held by TCCS can be address to :

任何關於查閱或更正資料，或索取關於天宸康合所持有的任何種類資料的政策及慣例的要求，應向下列人士提出：

The Data Protection Officer

18/F, Central Tower, 28 Queen's Road Central,
Central, Hong Kong

資料保護主任

香港中環皇后大道中 28 號

中匯大廈 18 樓

10. Where any personal data or information relating to any directors, employees, agents, clients (direct or indirect) or Affiliates (as applicable) of the Client or any third party is provided to or held by TCCS in the course of its business dealings with the Client, the Client undertakes that it has obtained the relevant consent of the directors, employees, agents, clients (direct or indirect) or Affiliates (as the case may be) to enable TCCS and/or company within TCCS Group to use, process, disclose, share or transfer such data or information as prescribed above. The Client agrees that it will promptly provide evidence of such consents as and when requested by TCCS.

倘於天宸康合與客戶進行業務往來的過程中，提供予天宸康合或天宸康合所持有的任何有關客戶的任何董事、僱員、代理人、客戶（直接或間接）或其聯屬人（如適用）或任何第三方的個人資料，客戶承諾已獲取該等董事、僱員、代理人、客戶（直接或間接）或其聯屬人（視情況而定）的同意，使天宸康合及／或天宸康合集團內的公司可以使用、處理、分享或轉讓上述數據或資料。客戶同意當天宸康合提出要求時，客戶將及時提供該等同意的證據。

11. Personal data provided to TCCS will be retained for such period as may be necessary for the proper discharge of TCCS's services.

天宸康合會保留提供予天宸康合的個人資料直至天宸康合恰當地履行其服務為止。

USE OF PERSONAL DATA IN DIRECT MARKETING

使用個人資料作直銷用途

12. TCCS may use or transfer the personal data for the purpose of direct marketing and TCCS requires your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:-

天宸康合可為直銷之目的使用或轉讓個人資料，為此，天宸康合須取得閣下同意（包括不反對的表示）。就此，請注意：

- (a) The class of personal data that be used by TCCS in direct marketing shall include the name, contact details, portfolio information, transaction pattern, financial background and demographic data of the Client held by TCCS from time to time;

天宸康合使用的個人資料種類應包括天宸康合不時持有的客戶的名稱、聯絡方式、產品組合資料、交易模式、財務背景及統計數據；



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- (b) TCCS may send marketing communications or materials for marketing its services such as financial, securities, commodities, investment and related services and products and facilities to the Client;
天宸康合可向客戶發送營銷資訊或材料，以推銷其服務，如金融、證券、商品、投資及相關服務和產品以及融資；
- (c) The above services and products may be provided by TCCS or an Affiliate of TCCS, third party financial institutions, securities, Commodities and investment services providers.
上述服務及產品可由天宸康合或天宸康合的聯屬人、第三方金融機構、證券、商品及投資服務供應商提供。

13. However, TCCS cannot conduct direct marketing as described in Clause 12 above without the Client's consent. Please tick the appropriate box in the Account Opening Application Form to indicate the Client's objection. The Client may withdraw its consent at any time in writing to our Data Protection Officer at the address in Clause 9 above and TCCS shall cease to use the Client's personal data in direct marketing if so requested.
- 然而，未經客戶同意，天宸康合不得進行上述第 12 條所述的直銷。請在《開戶申請表》內在適當的空格加上別號，以表示客戶反對。客戶可於任何時間以書面方式向我們的資料保護主任（地址見上述第 9 條）要求撤回其同意，倘客戶如此要求，天宸康合須停止使用客戶的個人資料作直銷用途。