



## Agreement for Securities Trading Account 證券交易帳戶協議

Global Mastermind Securities Limited ("GMSL" or the "Company") is licensed under the Securities and Futures Commission ("SFC") as a licensed corporation (CE No. BIO067) to carry on Type 1 and Type 4 regulated activities, dealing in securities and advising on securities, and is an exchange participant of the Stock Exchange of Hong Kong Limited. The Company's registered address is Unit 1201-02, 12/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong.

環球大通證券有限公司(「環球大通證券」,或「本公司」)是獲證券及期貨事務監察委員會(「證監會」)(中央編號: BIO067)發牌進行第一及第四類受規管活動,證券交易及就證券提供意見,並已成為香港聯合交易所有限公司的交易所參與者。本公司註冊地址為香港干諾道中 168-200 號信德中心西座 12 樓 1201-02 室。

These terms and conditions set out the rights and obligations of you (the "Client") and us, GMSL, in relation to open and maintain a securities trading account with us for dealing in, purchasing and/or selling Securities. All the terms and conditions below are legally binding, so please read them carefully and seek legal professional advice before you agree to be bound by them.

本條款及細則列出閣下(「客戶」)和本公司各自的權利和義務,適用於環球大通證券開立及維持證券交易帳戶,並進行證券買賣。以下所有條款及細則均具有法律約束力,故此閣下在同意接受該等條款和細則約束前,請先仔細閱讀清楚及徵求獨立的法律專業意見。

### Interpretation 釋義

In this Agreement, unless the context requires otherwise: 在本合約中,除非下文另有規定,否則:

"Access Code" 「進入密碼」	means a Login User Name and/or a Password; 指登入用戶名稱及/或密碼;
"Account" 「帳戶」	means any securities trading account(s) maintained by the Client with GMSL from time to time for the purchase, sale, holding or other dealing in Securities and other financial products effected through GMSL; 指客戶在環球大通證券維持的任何證券交易帳戶,用以透過環球大通證券進行證券及其他金融產品的買賣、持有或其他交易;
"Account Opening Form" 「開立帳戶表格」	means the forms prescribed by the Company for the purpose of opening an Account, and which is duly completed and signed by the Client, and any documents provided by the Client(s) together along with the account opening application for opening an Account with the Company; 指客戶填寫及簽署的開立交易帳戶之表格,並包括客戶向本公司申請開立帳戶而提供的所有文件;
"Associated Entity" 「有聯繫實體」	has the meaning given to that term in the Securities and Futures Ordinance; 包括證券及期貨條例之涵義;
"Agreement" 「本合約」	means these terms and conditions, the Additional Terms for Securities Margin Account (if applicable), all the Risk Disclosure Statements, the Circular to the Client relating to the Personal Data (Privacy) Ordinance (Cap 486), the Account Opening Form and any additional agreements between the Client and Company, which shall be read together as one agreement as may from time to time be amended or supplemented; 指本條款及細則、於環球大通證券開立證券保證金帳戶的附加條件(如適用)、風險披露聲明書、個人資料(私隱)條例(第 486 章)客戶通告、開立帳戶表格及客戶和本公司之間的任何其他協議(上述文件應合併理解其後不時修訂或補充的一份協議);
"Applicable Laws or Regulations" 「適用法律或規例」	means all relevant or applicable statutes, laws, rules, regulations, notices, guidelines, directives and circulars (whether or not having the force of law) of a governmental body or authority, the Exchange or any other exchange outside Hong Kong, any self-regulatory organization or other authority or organization (whether in Hong Kong or otherwise), as may be amended, varied, supplemented or replaced from time to time, and including (without limitation), the Securities and Futures Ordinance, the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules. 指政府機構或主管機構,交易所或任何在香港以外之交易所、任何自我監管組織及其他主管機構或組織(不論是否在香港或以其他地方)的所有相關或適用的法規、法律、規則、規例、通知、指引、指令及通告(不論是否具有法律效力),以及不時作出的修正、更改、補充或代替,並包括(但不限於)證券及期貨條例、證券及期貨(客戶款項)規則、證券及期貨(客戶證券)規則。
"Authorized Person" 「獲授權人士」	means, if the Client consists of one or more individuals, each such individual and any other person specified as an Authorized Person in the Account Opening Form, and in either case, such other person(s) as appointed in substitution therefor or in addition thereto and notified in writing to the Company by an Authorized Person from time to time provided that any such appointment of other Authorized Person(s) shall be effective from the time of actual receipt of notification and be accepted by the Company;

	<p>若客戶由一名或多於一名個人組成，指該等每個人及開立帳戶表格指明為獲授權人士的任何其他人，若客戶為法人團體，指客戶資料表指明為獲授權人士的任何董事或其他人士。在上述兩種情況下，還包括經由一位獲授權人士以書面通知本公司的獲委任作為代替之其他人士或額外委任之作為獲授權人士的其他人士，惟上述之其他獲授權人士之委任，將於本公司實際收訖通知及接納後生效;</p>
<p>“Business Day” 「營業日」</p>	<p>means any day on which the relevant Exchange opens for trading other than Saturday, Sunday, public holiday and any other days declared by the Exchange to be non-business days; 指除星期六、星期日、公眾假期和交易所宣佈並非營業日外，有關交易所進行交易之任何日子;</p>
<p>“Charges” 「收費」</p>	<p>means sums payable to the Company in respect of fees or commissions (whether as broker or as dealer) charged under this Agreement; 指根據本合約所收取，應付給予本公司 (無論作為本公司或交易商) 的費用或佣金;</p>
<p>“Clearing House” 「結算所」</p>	<p>means in relation to The Stock Exchange of Hong Kong Limited, Hong Kong Securities Clearing Company Limited (“HKSCC”) and, in relation to any other Exchange, any clearing house providing similar services for such Exchange; 指就香港聯合交易所有限公司而言，香港中央結算有限公司 (「香港結算」)，及就任何其它交易所而言，為該交易所提供同樣服務的任何結算所;</p>
<p>“Client” 「客戶」</p>	<p>means any person or persons, firm or company in respect of the Account whose particulars are set out in the Account Opening Form; 指任何個人、公司或商行的帳戶，其資料詳載於開立帳戶表格;</p>
<p>“Client Contract” 「客戶合約」</p>	<p>has the meaning given to that term in the Trading Rules of the Exchange; 包括交易所交易規則之涵義;</p>
<p>“Code” 「守則」</p>	<p>means the Code of Conduct for Persons Licensed by or Registered with SFC and includes any amendments made from time to time; 是指證監會持牌人或註冊人操守守則及包括其不時之修訂;</p>
<p>“Collateral” 「抵押品」</p>	<p>Has the meaning given to that term in the Securities and Futures (Financial Resources) Rules (Cap 571N); 包括證券及期貨 (財政資源) 規則 (第 571N 章) 之涵義;</p>
<p>“Electronic Trading Service” 「電子交易服務」</p>	<p>means any facility provided or to be provided by the Company from time to time under this Agreement which enables the Client to give Instructions relating to any transaction, and send or receive other information services, in each case via electronic or telecommunications media (including through the use of mobile phones, touch tones, internet or other electronic or telecommunications devices as the Company may from time to time prescribe), and including but not limited to services offered through the Company's Electronic Trading System; 指本公司在本合約之下不時已提供或將提供的任何便利，使客戶能夠就個別情況可透過電子或電訊媒介 (包括透過使用無線電話、輕觸鍵、互聯網或本公司可能不時指定的其他電子或電訊裝置)，發出有關任何交易的指示並且發送或接收其他資訊服務，包括但不限於透過本公司電子交易系統提供的服務;</p>
<p>“Electronic Trading System” 「電子交易系統」</p>	<p>means any system through which trading is conducted by the Company in accordance with the Instructions given via electronic or telecommunications media by the Client, including the website operated by GMSL and the software comprised therein; 指由客戶經電子或電信媒介向本公司發出指令進行交易之任何系統，包括由環球大通證券操作之網站及其中所包括之軟件;</p>
<p>“Exchange” 「交易所」</p>	<p>means The Stock Exchange of Hong Kong Limited (“SEHK”) or, where applicable, any other stock exchange outside Hong Kong; 指香港聯合交易所有限公司 (「聯交所」)，或如適用，香港境外的任何其他證券交易所;</p>
<p>“Global Mastermind Group” 「環球大通集團」</p>	<p>means the ultimate holding company of the GMSL and all affiliate and subsidiaries of such ultimate holding company, including but not limited to Global Mastermind Securities Limited, Global Mastermind Asset Management Limited and its affiliate or subsidiaries; 指環球大通證券的最終控股公司及該最終控股公司的所有附屬及聯營公司，包括但不限於環球大通證券有限公司、環球大通資產管理有限公司及其附屬或聯營公司;</p>
<p>“Hong Kong Regulators” 「香港監管機構」</p>	<p>means the SEHK, Securities and Futures Commission, Hong Kong Monetary Authority, Office of the Privacy Commissioner for Personal Data or other regulatory authority or government body in Hong Kong; 指香港聯合交易所有限公司、證監會、香港金融管理局、個人資料私隱專員公署或其他在香港的監管機構或政府機構;</p>

<p>“Instruction” 「指示」</p>	<p>means any instruction given by the Client or which appears to the Company to have been given by the Client or on the Client’s behalf which in any way relate to purchases, sales, holdings or other dealings in Securities and other financial products effected through GMSL on behalf of the Client, arising out of and/or are in connection with the Account, whether such instruction is in fact given by the Client or by a person authorized to do so on the Client’s behalf and whether such instruction is given orally, in writing, by facsimile, telex and or by electronic means;</p> <p>指客戶使用任何方式發出的，或根據本公司看來是由客戶或他人代表客戶發出的，在任何方面有關環球大通證券代表客戶進行的證券及其他金融產品買賣、持有或其他交易的指示。該等指示因帳戶及/或與客戶有關而產生，不論是確實由客戶發出或由獲授權人士代表客戶發出，也不論是以口頭、書面、傳真、電傳及/或電子方式發出;</p>
<p>“Investor Compensation Fund” 「投資者賠償基金」</p>	<p>means the Investor Compensation Fund established pursuant to the Securities and Futures Ordinance;</p> <p>指按照《證券及期貨條例》成立的投資者賠償基金;</p>
<p>“Login User Name” 「登入用戶名稱」</p>	<p>means any number or characteristics representing the identity of the Client used in conjunction with the Password to gain access to the Electronic Trading Service;</p> <p>指表示客戶身份的任何數字或特徵，連同密碼一起使用，以取得電子交易服務之使用;</p>
<p>“Password” 「密碼」</p>	<p>means the Client’s sole personal identification number or characteristics, used in conjunction with the Login User Name to gain access to the Electronic Trading Service;</p> <p>指客戶獨有的個人識別號碼或特徵，連同登入用戶名稱一起使用，以取得電子交易服務之使用;</p>
<p>“Risk Disclosure Statement” 「風險披露聲明」</p>	<p>means the statement of potential risks of Securities trading services provided by the Company pursuant to the Code of Conduct for Persons Licensed by or Registered with the SFC;</p> <p>指依據證監會持牌人或註冊人操守準則的本公司在提供證券交易服務時潛在風險聲明;</p>
<p>“Securities” 「證券」</p>	<p>has the meaning in Schedule 1 of the Securities and Futures Ordinance and includes, for the avoidance of doubt, derivative warrants, unlisted securities (including mutual funds), securities to be listed on the Exchange and securities listed and/or traded on any exchange outside Hong Kong;</p> <p>包括《證券及期貨條例》附表 1 之涵義，但為免產生疑問，亦包括衍生權證、非上市證券 (包括互惠基金)、將於交易所上市的證券及在任何香港以外交易所上市及/或買賣的證券;</p>
<p>“Securities and Futures Ordinance” 「證券及期貨條例」</p>	<p>means the Securities and Futures Ordinance (Chapter 571) and any subsidiary legislation of the laws of Hong Kong made thereunder as the same may be from time to time amended or re-enacted;</p> <p>指不時修訂或重新制定立法的《證券及期貨條例》(香港法例第 571 章) 及根據該等香港法例制定的任何附屬法例;</p>
<p>“Securities Business” 「證券業務」</p>	<p>means the business of dealing in Securities and advising on Securities; and</p> <p>指證券交易及就證券提供意見之業務; 及</p>
<p>“SFC” 「證監會」</p>	<p>means the Securities and Futures Commission.</p> <p>指證券及期貨事務監察委員會。</p>

Also: 而且:

- I. Unless the context otherwise requires, words and expressions defined in the Securities and Futures Ordinance, the Client Money Rules and the Client Securities Rules shall have the same meanings in this Agreement;  
除非文中另有定義，本協議內之字詞及詞句與《證券及期貨條例》、《客戶款項規則》及《客戶證券規則》具有相同意思;
- II. Words denoting the singular shall include the plural and vice versa;  
單數詞亦包括其眾數詞義，反之亦然;
- III. Words importing any gender include every gender and references to persons include companies and corporations; and  
含任何一種性別之字詞均包括所有性別，凡提述人士亦應包括公司和法團; 及
- IV. The headings for each provision, clause or term of this Agreement are merely descriptive and shall not be deemed to modify or qualify any of the rights or obligations set forth in each of such provision, clause or term.  
本合約每項規定、條文或條款的標題僅屬說明性質，不得被視為更改或限制每一該等規定、條文或條款所列的任何權利或義務。

## WHEREAS 前言

- I. The Client intends to open and maintain one or more Accounts (as indicated in the Account Opening Form) with the Company for the purpose of trading in Securities.  
為交易證券之目的，客戶意欲在本公司處開立及維持一個或更多帳戶 (即為開立帳戶表格所指之帳戶)。
- II. The Company has agreed to open and maintain the Account(s) on the terms and conditions set out hereunder and the Client has agreed to observe, perform and comply with the said terms and conditions.

本公司同意根據下列所載的條款與規定開立帳戶，而客戶同意遵守，履行及服從下列所載的條款及規定。

NOW IT IS HEREBY AGREED as follows: 現雙方協議如下:

### 1. The Account 帳戶

- a. The Client confirms and agrees that the information contained in the Account Opening Form or otherwise supplied by or on behalf of the Client to the Company in connection with the Account opening is complete, true and correct and will inform the Company of any material changes to such information as soon as possible. The Company is entitled to rely on such information until written notice from the Client of any changes therein has been received. The Company is authorized to conduct credit enquires on the Client to verify the information provided.

客戶確認並同意，包含於開立帳戶表格內或以其他方式提供或客戶代表提供予本公司開戶有關的資料均是完整，真實及正確的，倘該等資料有任何變更，客戶將會儘快通知本公司。客戶特此授權本公司對客戶的信用進行查詢，以核實上述表格所載資料。

- b. Whilst the Client expects the Company to keep all matters relating to their Account confidential, the Client hereby expressly acknowledges that the Company may be required to disclose the Client's confidential information to the Exchange, the SFC, government agencies, or to any persons pursuant to any court orders or Applicable Laws or Regulations and the Client hereby agrees that the Company may comply with such requests and requirements without further notice to or consent from the Client.

雖然客戶預期本公司對有關其帳戶的所有事宜保密，但客戶特此明確同意本公司可能有需要根據任何法院命令或成文法規而向有關機構如交易所、證監會、政府當局或任何人，將客戶資料披露。本公司將無須知會客戶或取得客戶的同意而遵守上述要求。

### 2. Transaction subject to Laws and Rules of Exchanges, etc. 交易受到交易所法律與規例等之約束

- a. All transactions with respect to Securities made for and on the Client's behalf in Hong Kong or elsewhere shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies, customs and usage prevailing from time to time of the Exchange or market and its clearing house, if any, where made (including, without limitation, with respect to trading and settlement) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable from time to time. For the avoidance of doubt, transactions executed on the Client's Instruction on the floor of any Exchange shall be subject to any transaction levy and any other levies that Exchange from time to time may impose and the Company is hereby authorized to collect any such levies in accordance with the rules prescribed by that Exchange from time to time and the Rules of the Exchange and the Hong Kong Securities Clearing Company Limited and the rules of the relevant overseas stock exchange and clearing house (in the event that the transactions is executed on a stock exchange in another country), in particular those rules which relate to trading and settlement, shall be binding on the Client and the Company in respect of transactions concluded on the Client's Instruction.

一切為或代表客戶在香港或其他地方進行之證券交易，須受有關交易所或市場及(如有)其結算公司當時適用之章程、附例、規則、判令、規例、交易徵費、常規及慣例約束(包括但不限於有關交易及結算之規則)，並須遵守政府或監管機構不時頒布之所有適用法例、規則及法令之規定。為免引起疑問，依客戶指示在任何交易所之交易大堂完成之交易須繳付交易徵費及由交易所或上述證券交易所不時徵收的任何其他費用。本公司謹此獲授權根據交易所不時指定之規則收取該等徵費。有關依客戶指示達成之一切交易，交易所及香港結算有限公司及其他國家有關證券交易所及結算所(倘若該等交易為在其他國家的證券交易所進行)之規則(尤其有關交易及交收之規則)，對本公司及客戶均具約束力。

- b. If any provisions of this Agreement are or should become inconsistent with any present or future law, rule or regulation of any Exchange or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with Applicable Laws or Regulations. In all other respects, this Agreement shall continue and remain in full force and effect.

若任何在本合約列出之條文是或者變成與任何現行或將來之法律、任何交易所或任何其它對本合約的內容有司法管轄權的有關主管機構或團體之規則或規例有任何不符，該條文應被視作已撤銷或按適用法律或法規而被修改。在所有其它方面，本合約仍繼續及維持十足效力及作用。

### 3. Instructions and Dealing Practice 指示及交易常規

- a. The Company is hereby authorized to act upon the Instructions of the Client to deposit, withdrawal, purchase and/or sell securities for the Account(s) and otherwise deal with securities, receivables or monies held in or for the Account(s), subject to the Client Money Rules and the Client Securities Rules;

本公司於此獲授權按客戶指示在《客戶款項規則》及《客戶證券規則》的制約下，賬戶存放、提取、購入及/或出售證券，以及用其他方式處置在賬戶內持有的或為賬戶持有的證券、應收賬或款項；

- b. The Client will operate his Account(S) by giving orders himself or if the Client will operate his Account by appointing another person to give orders on his behalf, then the Client will provide the Company with the name and address of the person appointed, to be accompanied by an appointment in writing;

客戶將通過自行發出指令以操作賬戶，或如客戶將通過委任另一人士代其發出指令以操作賬戶者，則客戶將向本公司提交該獲委任人士的姓名及地址，並附上委任書；

- c. None of the Company's employees or representatives shall accept appointment by the Client as agent to operate the Client's Account unless a separate agreement is entered into in accordance with the SFC Code of Conduct.

本公司的僱員或代表,一概不得接受客戶委任為操作客戶賬戶的代理,除非遵照證監會操守準則另訂協議。

- d. All Instructions shall be given by the Client orally either in person or by telephone. or in writing, delivered by post, by hand, by e-mail or otherwise, or by facsimile transmission or through any of the Electronic Services in accordance with the provisions of Clause 4 or by any other means acceptable to the Company;  
所有指示必須由客戶當面或透過電話口授、或者以書面用郵寄、親手遞送、透過電子通郵件或其他途徑所發出之電郵或傳真方式或按照第 4 條規定以任何電子服務方式送達或其他為本公司所接納的方式送
- e. The Company shall be entitled to rely on any Instructions which the Company reasonably believes to be from a person authorized to act on the Client's behalf and the Client shall be bound by the Instructions. Except where the Company has acted fraudulently, negligently or in wilful default in relying on such communication, the Client agrees to indemnify the Company and hold the Company harmless from and against all losses reasonably and properly incurred by the Company.  
本公司有權依賴本公司有理由相信為一名獲授權人士代表客戶所作之任何指示,而客戶須受該等指示約束。除非本公司以欺詐手段行事或本公司疏忽或故意失責,否則客戶同意就本公司在合理及正當之情況下招致之一切損失,向本公司作出彌償並確保本公司免受該等損失。
- f. The Company may record all telephone conversations with the Client in order to verify the Instructions of the Client and record these conversations on a centralized tape reporting system operated by the Company. The Client agrees to accept the contents of any such recording as final and conclusive evidence of the Instructions of the Client in case of dispute.  
本公司可以將與客戶的所有電話對話進行錄音,以核證客戶的指示,並以本公司操作的中央錄音系統記錄對話。客戶同意,當糾紛出現時,接受任何此等錄音內容作為證實客戶所給指示之最終及不可推翻之證據。
- g. Notwithstanding anything herein contained, the Company shall be entitled, at its absolute discretion, to refuse to act on any of the Client's Instructions if at the time of such Instruction, there are insufficient securities or, as the case may be, monies in the Account(s) in order to effect settlement of the relevant transaction on the due settlement date. The Client agrees that the Company may take the opposite position to a Client's order either for its own account or for the account of others. No failure on the part of the Company to execute any Instruction shall give rise to any claim by the Client against the Company;  
若果客戶作出指示的時候,並沒有足夠的證券或(視乎屬何情況而定) 賬戶內缺乏足夠資金,讓有關交易可以在到期交收日完成交收的,那麼,本公司可以拒絕執行該指示。客戶同意,本公司可為本身或代他人進行與客戶指令相反的持倉。本公司未能執行任何指示,概不構成客戶向本公司作出任何索償的理由。
- h. By reason of physical restraints on the Exchanges and rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in quoting prices or in dealing. The Company may not, after using reasonable endeavors, be able to trade at the prices quoted at any specific time. The Company is not liable for any loss arising by reason of its falling, or being unable, to comply with any terms of the Client's Instructions. Where, after using reasonable endeavors, the Company is unable to execute any Instruction in full, the Company is entitled to effect partial performance of such Instructions without prior confirmation from the Client. The Client shall in any event accept and be bound by the outcome when any Instruction is fully or partially executed by the Company.  
由於交易所客觀條件限制和價格時常出現迅速的變化,報價或買價偶爾會出現延誤。所以,即使本公司作出合理努力,仍可能不能夠按照任何指定時間所報之價格交易。由於未有或未能遵照客戶所給指示中之任何條款而導致任何損失,本公司將不承擔責任。倘若本公司作出合理努力後,仍未能完全執行指示,本公司有權在事前未得客戶確認的情況下,部分履行該等指示。無論如何,當本公司執行全部或部分指示後,客戶必須接受該結果,並受其約束。
- i. The Company 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 the Company, on such terms and conditions as the Company may in its absolute discretion determine.  
為了執行客戶的任何指示,本公司可以依據其全權決定的條款和條件,跟任何其他代理人(包括以任何形式跟本公司有聯繫的任何人士或一方當事人)訂立合同或以其他方式建立關係。
- j. The Client acknowledges that due to the trading practices of the Exchanges or other markets in which transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by transactions executed by the Company following instructions given by the Client.  
客戶確認,由於受該等交易所或進行買賣的其他市場的交易常規所限,本公司不一定能夠以所報之最佳價格或市價履行指示,只要本公司遵照客戶的指示完成交易,客戶同意無論如何願意受此等交易約束。
- k. The Client agrees that it shall be liable for all losses, debts and deficiencies in the Account including all debts and deficiencies resulting directly or indirectly from liquidation of assets held in the Account.  
客戶同意對賬戶內的所有損失、債務及短缺數額負責,包括因為賬戶所持資產被清算而直接或間接導致的所有債務及短缺數額。
- l. The Company shall have the absolute discretion to accept or reject any Instruction without assigning any reasons therefore to the Client. In particular, but without limitation to the foregoing, the Company shall have the right not to execute any Instruction until there is sufficient cleared funds or sufficient Securities in the Account.  
本公司有絕對的情權決定是否接受任何指示,無須為此給予任何理由予客戶。尤其是,但不限制前述內容,本公司有權不執行任何指示,直至賬戶之內有足夠的可即時動用的資金或有足夠的證券為止。

- m. Unless otherwise agreed, in respect of each transaction, unless the Company is already holding cash or Securities on the Client's behalf to settle the transaction, the Client shall:
- 除另有協定外, 就每一宗交易, 除非本公司代客戶已經持有現金或證券供交易交收結算之用, 否則客戶須在經紀就該項交易知客戶之時:
- i. pay the Company cleared funds or deliver to it Securities in deliverable form; or  
向本公司交付可即時動用的資金或可以交付的證券; 或
  - ii. otherwise ensure that the Company has received such funds or Securities.  
以其他方式確保本公司已收到此等資金或證券。
- by such time as the Company has notified the Client in relation to that transaction. If the Client fails to do so, the Company may:
- 倘客戶未能這樣做, 本公司可以
- i. in the case of a purchase transaction, sell the purchased Securities; and  
出售買入的證券(如屬買入交易); 及
  - ii. in the case of a sale transaction, borrow and/or purchase Securities in order to settle the transaction.  
借入及/或買入證券以進行交易的交收結算(如屬賣出交易)

#### 4. Electronic Trading Instructions 電子交易指示

- a. Only the Client may access the Account and give Instruction to the Company via the Electronic Trading Service. The Client acknowledges and agrees that the Client shall be the only authorized user of the Electronic Trading Services under the Account. The use of the Electronic Trading Service shall be subject to the terms of this Agreement and such other terms and conditions as may be prescribed by the Company from time to time.  
只有客戶可透過電子交易服務來存取帳戶及向本公司發出指示。客戶知悉及同意, 客戶是在帳戶之下唯一獲授權使用電子交易服務的用戶。對電子交易服務之使用, 須受本合約的條款以及本公司可能不時指定的其他條款及細則所制約。
- b. The Client hereby consents to using the various media offered via the Electronic Trading Service for communication or transmission of data or information. In particular, the Client hereby consents to the use of electronic media for the purpose of giving Instructions to and other communications with the Company and authorizes the Company to accept electronic Instruction and other communication from the Client via the Electronic Trading Service as the original Instruction or communication from the Client. The Client acknowledges and agrees that it may not be possible to cancel an Instruction after it has been given.  
客戶特此同意把透過電子交易服務提供的各個媒介用於數據或資訊的通訊或傳輸。尤其是, 客戶特此同意使用電子媒介作為向本公司發出指示或與本公司進行其他通訊之用, 並授權本公司將客戶經電子交易服務發出的電子指示及其他通訊, 作為原來由客戶發出的指示或通訊予以接受。客戶知悉及同意, 一旦指示已經發出, 是有可能不能被取消的;
- c. If the Client experiences any problems in reaching the Company through the Electronic Trading Service, the Client should attempt to use alternate methods to communicate with the Company and shall inform the Company of such problems. However, the Client acknowledges and agrees that if the Client has given the same Instruction through more than one method, the Company will treat the duplicate Instruction as a separate Instruction unless the Company is actually informed by the Client that the Instruction is a duplicate before the Instruction is executed.  
如果客戶在透過電子交易服務與本公司聯絡時出現任何問題, 客戶應嘗試使用其他方法與本公司聯絡, 並應把該等問題通知本公司。然而, 客戶確認及同意, 倘若客戶已透過一個以上方法發出相同指示, 則除非客戶在該指示被執行之前實際上已知會本公司該指示是重複的指示, 否則本公司將把重複的指示作為獨立的指示處理。
- d. The Client hereby authorizes the Company to act upon any Instruction given with the use of the Access Codes. All Instructions given or purported to be given through the use of the Access Codes are binding on the Client. The Client shall be responsible for the confidentiality, security and use of the Access Codes and undertakes not to, and to procure that its directors, officers, employees and agents shall not:
- 客戶特此授權本公司按照使用進入密碼發出的任何指示行事。透過使用進入密碼發出的或看來是使用進入密碼發出的所有指示均對客戶具有約束力。客戶應對客戶的進入密碼的保密性、安全性和使用負責; 承諾並促使其董事、高級職員、僱員及代理人不應:
- i. disclose the Access Codes to any third party; or  
向任何第三方披露進入密碼; 或
  - ii. write down or record the Access Codes in a way that could facilitate misuse or fraud.  
以易於被不當使用或詐騙的方式寫下或記錄進入密碼。
- e. The Client undertakes to notify the Company of any loss, unauthorized disclosure or misuse of the Access Codes from the time the Client becomes aware of such matter. Unless and until the Company actually receives such notification, the Client shall have no claim whatsoever against the Company and shall be liable to the Company for all losses and damages incurred or suffered by the Company in respect of any use of the Client's Access Codes, whether authorized by the Client or not.  
客戶承諾, 如遺失進行密碼或進入密碼未經授權而被披露, 或被不當使用, 客戶應在得悉事件之時起通知本公司。除非本公司已確實收到該項通知, 否則在此之前, 客戶無權向本公司提出任何申索。如任何人士 (不論是否由客戶授權) 使用客戶的進入密碼, 致使本公司招致或蒙受損失和損害, 客戶須就一切該等損失和損害向本公司負責。

- f. The Company shall not be deemed to have received the Client's Instructions or executed the Client's orders unless and until the Client is in receipt of the Company's acknowledgement or confirmation relating to the execution of orders either in writing or by phone or by email or other electronic or other means as prescribed by the Company from time to time (including, without limitation, posting on a section or sections of the website(s) specifically designated for access by the Client). The Client further acknowledges and agrees that, as a condition of using the Electronic Trading Service to give Instructions, the Client shall immediately notify the Company in writing if:

除非客戶收到本公司的通知，承認或確認已執行客戶以書面方式或透過電話或電郵或本公司不時訂明的其他電子方式或其他方式發出的指令（包括但不限於在網站上特別指定供客戶進入的欄目上刊登），否則，在此之前，本公司不應被視為已收到該等指示或已執行該等指令。客戶進一步承認並同意，作為使用電子交易服務發出指示的條件，如果有下列情況，客戶應立即書面通知本公司：

- i. an Instruction has been placed via the use of the Electronic Trading Service and the Client has not received an order number;  
指示已透過使用電子交易服務發出，但客戶並未收到指令號碼；
- ii. an Instruction has been placed via the use of the Electronic Trading Service and the Client has not received an acknowledgement or an accurate acknowledgement (whether through hard copy, electronic, or verbal means) of the Instruction or of the execution;  
指示已透過使用電子交易服務發出，但客戶並未接獲通知承認已收到指示或執行指示，或指示獲認收，但其中的內容並不準確（不論該等認收通知的形式是書面、電子或口頭的）；
- iii. the Client becomes aware of any unauthorized use of the Client's Access Codes; or  
客戶發現任何未經授權使用的客戶進入密碼；或
- iv. the Client has received acknowledgment (whether through hard copy, electronic, or verbal means) of an execution for an Instruction which the Client did not place.  
客戶收到已執行指示的確認通知（不論其形式是書面、電子或口頭的），而客戶並無發出該指示。

If the Client fails to notify the Company in writing of the occurrence of any of the above events within 24 hours, the Client shall be deemed to have accepted the outcome. Neither the Company nor any of its officers, employees and agents shall have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims with respect to the handling, mishandling or loss of any Instruction.

如果客戶沒有在上述任何事件發生後 24 小時內立即書面通知本公司，則客戶應被視為已接納其結果，而本公司或其任何高級職員、僱員、代理人均無須就有關處理、不當處理或遺失任何指示的任何申索對客戶或可能透過客戶提出申索的任何其他人士負責。

- g. The Client further agrees that the Company shall not be liable for:

客戶進一步同意，本公司無須對下列各項負責：

- i. any consequential, incidental, special, or indirect damage (including lost profits, trading losses and damages) that result from inconvenience, delay or loss through the use of the Electronic Trading Service; and  
由於電子交易服務的不方便、延誤或透過使用電子交易服務引起的損失而導致的任何相應損害、附帶損害、特殊損害或間接損害（包括利潤損失、交易損失和損害賠償）；及
- ii. any losses resulting from a cause over which the Company does not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if the Client is unable to access the online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.  
由於本公司不能直接控制的原因導致的任何損失，該等原因包括（但不限於）電子或機械設備故障，或通訊線路、電話或其他接駁問題（例如，客戶無法使用網絡服務供應商的服務）、擅自存取、盜竊、操作員的錯誤、惡劣天氣、地震、水災，以及罷工或其他勞資問題。

- h. The Company may (but shall not be obliged to) monitor electronically or record any or all telephone conversations with the Client and/or any of the Client's Instructions or orders given through the use of the Electronic Trading Service. The Client agrees to accept the contents of any such electronic records or recordings as final and conclusive evidence of the contents are binding on the Client. The Client agrees that such records shall be admissible in court as evidence of the existence of the transactions and communications and of the facts contained therein, to the extent permitted by Applicable Laws or Regulations.

本公司可以（但並非必須）對其與客戶進行的任何或一切電話通話及/或客戶透過使用電子交易服務發出的任何指示或指令進行電子監察或記錄。客戶同意接受任何該等電子紀錄的內容作為該等內容的最終和決定性的證據，而且該等內容對客戶有約束力。客戶同意，在適用法律或規例允許的範圍內，該等內容可在法庭上被接納為證據，證明交易及通訊以及其中所載事實的存在。

- i. The Client accepts that the Company may (but shall not be obliged to) send trade confirmations (either in the form of contract note or otherwise), notices, information, data or other documents to the Client via such electronic media as the Company may prescribe or may provide such information to the Client through the electronic posting of such information, and the Client consents to receiving of such information in electronic form. The Client shall print out such information forthwith without delay to maintain the Client's own record if necessary.

客戶接受，本公司可以（但並非必須）透過其指定的電子媒介向客戶發出交易確認書（可以是成交單據或其他形式）、通知、資料、數據或其他文件，或透過將該等資料以電子形式張貼而提供該等資料，而客戶同意以電子方式收取該等資料。如有需要，客戶應立即印出該等資料，以便自行保存紀錄。

- j. The Electronic Trading System may provide, for information purposes only, data or information about Securities and other investments published or disseminated by third parties. The Client understands that third parties may assert a proprietary interest in all of the data they furnish. The Client acknowledges that neither the Company nor any third parties guarantee the timeliness, sequence, accuracy or completeness of such data or information. The Client further acknowledges that data available through Electronic Trading System may not represent real-time market data for the relevant Securities and investments. The Client agrees to hold harmless the Company and such third parties, for:

電子交易系統可能提供由第三方公佈或發佈的關於證券及其他投資的數據或資料，以供參考之用。客戶理解，該等第三方可以就其提供的一切數據宣稱擁有所有權權益。客戶承認，本公司或任何第三方均不就該等數據或資料的時間性、先後次序、準確性或完整性作出擔保。客戶亦承認，透過電子交易系統獲得的數據未必是有關證券和投資的即時市場報價。客戶同意使本公司及上述第三方免受因下列各項造成的損害：

- i. any inaccuracy, error, or delay in, or distortion or omission of (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message; or  
以下各項的任何不準確、錯誤或延誤或失真或遺漏：(i) 任何該等數據、資料或訊息或 (ii) 任何該等數據、資料或訊息的傳訊或交付；或
- ii. any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, distortion or omission, (ii) non-performance, or (iii) interruption of any such data, information or message.  
因以下各項引起或造成的任何損失或損害，(i) 任何上述不準確、錯誤、延誤、失真或遺漏，(ii) 不履行責任，或 (iii) 任何該等數據、資料或訊息受干擾。

- k. Without prejudice to any other provisions of this Agreement, the Client agrees that certain information accessible on Electronic Trading System is provided or compiled by the Exchange, HKEx Information Services Ltd in Hong Kong or other information providers pursuant to agreements between the Company and such information providers. The information providers may issue direction to the Company from time to time and the Client shall provide such assistance as the Company may reasonably require to enable it to comply with such direction. The Client also agrees that, without the prior approval of the information providers, the Client shall not, with respect to any information provided by such information providers:

在不損害本合約任何其他條文下，客戶同意，可以在電子交易系統存取的某些資料是由聯交所或香港聯合交易所資訊服務有限公司或其他資料提供者根據本公司與該等資料提供者訂立的協議而提供或編纂的。資料提供者可能不時向本公司發出指引，而且客戶應提供本公司合理要求的協助，使本公司能夠遵守該指引。客戶亦同意，未經資料提供者事先批准，客戶不得對由該等資料提供者提供的任何資料進行以下各項：

- i. disseminate any such information to any other third party;  
向任何其他第三方散佈任何該等資料；
- ii. use or permit the use of any such information for any illegal purpose;  
使用或准許使用任何該等資料作任何非法用途；
- iii. use any such information other than in the ordinary course of the Client's business (which shall not include dissemination of any such information to third parties); and  
除在客戶的日常業務運作中使用（不應包括向第三方散佈任何該等資料）外，不使用任何該等資料；及
- iv. use any such information to establish, maintain or provide or to assist in establishing, maintaining or providing any trading floor or dealing service for transactions outside the relevant Exchange.  
使用任何該等資料以建立、維持或提供或協助建立、維持或提供相關交易所以外的任何交易大堂或交易服務。

The Client shall comply with such reasonable directions issued by the information providers from time to time concerning the permitted use of information provided by such information providers.

客戶應遵守資料提供者不時發出的關於准許使用由該等資料提供者提供的資料的合理指引。

- l. The Client agrees that the Company may provide to the information providers:

客戶同意，本公司可向資料提供者提供以下各項：

- i. information regarding the medium by which the Client receives information, the number of persons or devices (and its type) permitted by the Client to access information within and outside Hong Kong; and  
關於客戶接收資料所使用的媒介的資料、客戶准許在香港境內外存取資料的人數或裝置（及其類別）；
- ii. the Client's name and address in the event that the Company or the information providers suspect that the Client has breached the provisions of this Agreement.  
在本公司或資料提供者懷疑客戶已違反本合約的條文時，提供客戶的姓名及地址。

## 5. New Listing of Securities

- a. In the event that the Client requests and authorizes the Company to apply for securities in respect of a new listing and/or issue of securities on the Exchange as his agent and for his benefit or for the benefit of any other person, the Client hereby warrants to and for the Company's benefit that the Company has authority to make such application on the Client's behalf.

倘若客戶要求並授權本公司作為客戶的代理人及為客戶或任何其他人士的利益申請於聯交所新上市及 / 或發行的證券，為了本公司的利益，客戶保證本公司有權代表客戶作出該等申請。

- b. The Client Shall familiarize himself and comply with all the terms and conditions governing the securities of the new listing and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such transaction the Client may have with the Company.

客戶應熟悉並遵從任何招股說明書及 / 或發行文件、申請表格或其他有關文件內所載之管轄新上市及 / 或發行的證券及其申請之全部條款和條件，客戶同意在與本公司進行的任何交易中受該等條款和條件約束。



- c. The Client hereby gives to the Company all the representations, warranties and undertakings which an applicant for securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant securities, the SEHK or any other relevant regulator or person).

客戶茲向本公司作出新上市及 / 或發行證券申請人 (不論是向有關證券的發行人、發起人、承銷人或配售代理人、聯交所或任何其他有關監管機構或人士) 需要作出的所有陳述、保證和承諾。

- d. The Client hereby further declares and warrants, and authorizes the Company to disclose and warrant to SEHK on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Company as his agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant securities, SEHK any other relevant regulator or person in respect of any application made by the Company as the Client's agent.

客戶茲進一步聲明和保證，並授權本公司通過何任申請表格 (或以其他方式) 向聯交所和任何其他適合人士披露和保證，為受益與客戶或客戶在申請中載明的受益人士，本公司作為客戶代理人作出的任何申請是客戶或本公司代表客戶作出唯一的申請或打算作出唯一的申請。客戶確認和接受，就本公司作為客戶代理人作出的任何申請而言，本公司和有關證券的發行人、發起人、承銷人或配售代理人、聯交所或任何其他有關監管機構或人士將會依賴上述聲明和保證。

- e. The Company, on receipt of a request from the Client to apply for IPO Shares, may provide an IPO Loan. As continuing security for the due and punctual payment by the Client of all principal, interest and other sums owed by the Client to the Company in respect of the IPO Loan, the Client as beneficial owner hereby charges by way of first legal charge the IPO Shares to the Company until full payment made to the Company of the IPO Loan by the Client; and hereby expressly authorizes the Company to receive and apply all sums of whatever nature received by the Company (or the Company's nominees) in respect of any part of the charged shares towards payment of the IPO Loan in such manner and at such time as the Company may determine.

本公司在收到客戶要求申請新股股票時，本公司可向客戶提供新股貸款。由於就該新股貸款或其他事項為客戶欠付到期及須即時繳付之所有本金、利息、及其他款項 (「有抵押負債」) 作出之持續性擔保，客戶作為實益擁有人以第一固定抵押形式向本公司抵押新股股票，直至客戶向本公司全數付清有抵押新股貸款；客戶茲此表明授權本公司就受抵押股票之任何部份收取及運用本公司收到之所有金額，不論該金額之性質，並以本公司全權決定之方式及時間支付有抵押負債。

- f. The Client recognizes and understand that the legal, regulatory requirements and market practice in respect of applications for securities may vary from time to time as may the requirements of any particular new listing or issue of securities. The Client undertakes to provide to the Company such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal regulatory requirements and market practice as the Company may in the Company's absolute discretion determine from time to time.

客戶承認和明白，證券申請的法律和監管規定及市場慣例不時變化，而任何一種新上市或發行證券的規定亦會變更。客戶承諾會按本公司不時絕對酌情決定的法律和監管規定及市場慣例的要求，向本公司提供數據並採取額外的步驟和作出額外的陳述、保證及承諾。

## 6. Restriction on Use of Information 對使用資料的限制

- a. The distribution of materials via the Electronic Trading Service and/or Electronic Trading System may be restricted by law in certain jurisdictions. It is the Client's responsibility to identify those restrictions and observe them.

某些司法管轄區的法律可能對透過電子交易服務及/或電子交易系統分發資料加以限制。客戶須自行負責識別並遵守該等限制。

- b. Any information and material made available to the Client via the Electronic Trading Service and/or Electronic Trading System shall not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments, Securities or any other instruments or product of the Company or any other issuer.

透過電子交易服務及/或電子交易系統向客戶提供的任何資料和資訊，不應被視作要約、游說、邀請、建議或推薦購買或出售本公司或任何其他發行商的投資項目、證券或任何其他金融工具或產品。

- c. Use of the products or services described via the Electronic Trading Service and/or Electronic Trading System may not be permitted in some countries and if in doubt, the Client should check with its local legal advisor, regulator or other competent authority before requesting information. The Company does not possess any licensing or regulatory status in any jurisdiction other than Hong Kong and the Company does not intend to offer, nor does it facilitate or market to the offering of, any of its products or services described herein to persons or entities fell into any other jurisdiction where licensing or registration under their local law is required for its provision of such products or services.

電子交易服務及/或電子交易系統所述的產品或服務可能不獲准在一些國家使用。客戶如有疑問，客戶應在要求獲得資料前向當地法律顧問、監管機構或主管機構查詢。本公司並不擁有在香港以外任何司法管轄區的任何執照或註冊登記地位。如果本公司欲向任何人士或實體提供本合約所述的產品或服務，而根據該等人士或實體所屬之任何其他司法管轄區規定，本公司欲提供之該等產品或服務是須持有執照或註冊登記的，則本公司將不打算向該人士或實體提供該等產品或服務。

## 7. Intellectual Property 知識產權

- a. The copyright of all contents published via the Electronic Trading Service and/or on the Electronic Trading System including, but not limited to the text, graphics, links and sounds, belong to Global Mastermind Group or third parties as the case may be and may not be copied, downloaded, distributed or published in any way without prior written consent.  
透過電子交易服務及/或在電子交易系統公佈的全部內容 (包括但不限於文字、圖形、連結和聲音)的版權均屬於環球大通集團或第三方所有，未經事先書面同意，不得以任何方式複製、下載、分發或出版。

- b. In relation to any information or materials which the Client submits to the Company using the Electronic Trading Service, the Client grants to the Company a worldwide royalty-free perpetual license of the copyright and intellectual property rights in such information or materials for any purpose including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by Applicable Laws or Regulations. The Client agrees that the Company shall not be under any obligation of confidentiality to the Client regarding any information or materials submitted to it using the Electronic Trading Service unless agreed otherwise in a separate direct contract between the Client and the Company or as required by law.

對於客戶使用電子交易服務提交予本公司的任何資料或資訊，客戶向本公司授予就任何用途 (包括但不限於複製、傳送、分發和出版該等資料或資訊) 在全球使用該等資料或資訊的版權和知識產權權利的永久性特許，無須支付使用費，但如果適用法律或規例有所限制則除外。客戶同意，本公司概不就使用電子交易服務向本公司提交的任何該等資料或資訊對客戶承擔任何保密責任，但如果客戶與本公司另行直接訂立的合約另外協定或法律規定的則除外。

## 8. Set off, Lien and Combination of Accounts 抵銷、留置及帳戶合併

- a. In addition and without prejudice to any general liens, rights of setoff or other similar rights to which the Company may be entitled under Applicable Laws or Regulations all Securities, receivables, monies and other property of the Client (whether owned individually or jointly with others) held by or in the possession of the Company at any time shall be subject to general lien in favour of the Company as continuing security to offset and discharge all of the Client's obligations arising from the transactions to Global Mastermind Group.

除了凡是本公司依據法律或規例享有的一般留置權、抵銷權或其他類似權利，且在不影響前述一般留置權、抵銷權或其他類似權利的前提下，凡本公司在任何時候持有的或在本公司手中的(由獨自擁有或與他人共同擁有的)客戶的任何證券、應收款、資金及其他財產，均已以持續擔保方式在其中設定了有利於本公司之一般留置權，以抵銷及履行因交易而產生的客戶對環球大通集團的義務。

- b. In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under Applicable Laws or Regulations, Global Mastermind Group at any time without notice to the Client, may combine or consolidate any or all accounts (whether owned individually or jointly with others) with Global Mastermind Group and the Company may set off or transfer any monies, Securities or other property in any such accounts to satisfy obligations or liabilities of the Client within Global Mastermind Group, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

除了凡是本公司依據法律或規例享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，環球大通集團在任何時候均可在不通知客戶的情形下，將客戶在環球大通集團開設之任何或所有帳戶 (不論是個人的還是與其他人聯名的) 進行合併或整合，本公司可以進行抵銷或轉移任何前述帳戶項下任何資金、證券或其他財產，以履行客戶對環球大通集團的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務、主債務還是從義務、從債務，不論是有抵押的還是無抵押的，不論是共同的還是各別的。

- c. Without limiting or modifying the general provisions of this Agreement but subject to Applicable Laws or Regulations, the Company may, without notice, transfer all or any such properties within the accounts of Global Mastermind Group.

在受適用法律或規例及不限制也不修改本協議一般性條文前提下，本公司可就環球大通集團內的帳戶其所屬的所有證券或財產，可不發出通知就予以轉移。

## 9. Commission and Expenses 佣金與支出

- a. The Client shall on demand pay the Company commission on purchase, sale and other transactions for the Account at such rates as the Company may, from time to time, have notified the Client. The Company shall be entitled to debit the Account with all commission payable pursuant to this clause together with all stamp duties, charges, transfer fees, registration fees, interest, levies, trading fee and other expenses in respect of or in connection with the Account or any Securities held in or for the Account.

客戶同意在要求下即時交付予本公司為帳戶進行買入、賣出及其他交易而徵收之佣金，該佣金按本公司不時通知客戶的收費率計算。本公司有權從帳戶中提取款項以支付根據本條款應付的所有佣金及支付與帳戶或帳戶所持之任何證券有關的一切印花稅、收費、過戶費、登記費、利息、徵費、交易費用及其他支出。

- b. The Client acknowledges and agrees that the Company shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commission, rebates or similar payments received in connection therewith, and rebates from commissions charged by brokers or other agents to their clients.

客戶知悉及同意本公司可以行使其絕對酌情權，有權索取、接受及保留任何為客戶按照本合約條款並受其條件約束而與任何人士完成之任何交易有關之利益，包括為此等交易而收取的任何佣金、回佣或類似的款項，以及其他經紀或其他代理人向其客戶收取的佣金內回扣的金錢。

- c. The Client agrees to pay interest on daily basis on all monies (including overdue interest) owing to the Company (after as well as before any judgment), at such rate(s) as demanded by the Company. Such interest shall be charged from the due date until payment in full is made and shall be payable on the last day of each calendar month or upon any demand being made by the Company, whichever is earlier. Such rate shall be at a percentage above the cost of funds to the Company which will vary

according to the prevailing money market situation in respect of the relevant amounts as the Company may notify the Client from time to time.

客戶同意為所欠本公司 (在判決之前及之後亦然) 的所有款項 (包括逾期付款利息) 以本公司要求的利率按日計算須支付的利息。有關利息由到期日計至全數付款為止, 並須於每月最後一天或本公司作出要求之時 (兩者以其較早者為準) 支付。有關利率應為一個高於以本公司的資金成本的百分率, 並將會隨當時貨幣市場狀況而改變及由本公司不時通知客戶。

## 10. Safekeeping of Securities 證券的保管

- a. Any Securities which are held by the Company in Hong Kong for safekeeping may, as soon as reasonably practicable:

由本公司在香港寄存為保管的任何證券, 在合理地切實可行的範圍內盡速:

- i. (in the case of registerable Securities) be registered in the Client's name or in the name of the Company's associated entity (as defined in the Securities and Futures Ordinance); or  
(如屬可註冊證券) 以客戶的名義或以本公司的聯繫實體名義註冊(定義已在《證券及期貨條例》的釋義條文內界定); 或
- ii. be deposited into a segregated account, designated as a trust/client account and established and maintained by the Company or its associated entity (as defined in the Securities and Futures Ordinance) in Hong Kong for the purpose of holding client securities with any authorized financial institution, or any approved custodian, or any intermediaries licensed for dealing in Securities.

存放於本公司或其聯繫實體 (定義已在《證券及期貨條例》的釋義條文內界定) 在香港開立及維持指定為信託帳戶或客戶帳戶的獨立帳戶, 該機構應為證監會認可財務機構或核准保管人或獲發牌進行證券交易的中介人。

- b. Where Securities are not registered in Client's name, any dividends or other benefits arising in respect of such Securities shall, when received by the Company, be credited to Client's Account or paid to the Client directly in accordance with an agreement made between the Client and the Company. Where the Securities form part of a larger holding of the same Securities held by the Company on behalf of other clients, the Client shall be entitled to the benefits equal to the proportion of the Securities held on behalf of the Client out of the total holding. All amounts as deemed payable by the Company arising from such division shall be conclusive.

倘若證券非以客戶的名義註冊, 本公司於收到該等證券所獲派的任何股息或其他利益時, 須按客戶與本公司的協議直接記入客戶的帳戶或支付予客戶。倘若該等證券屬於本公司代其他客戶持有較大數量的同一證券的一部份, 客戶有權按客戶所佔的比例獲得利益。因上述分配而被視為本公司須付的一切款項是最終的款項。

- c. The Client authorizes the Company to dispose of the Securities held under the Account in settlement of any liability owed by or on behalf of the Client to the Company, its nominee or any third party.

客戶授權本公司處理其帳戶內之證券, 以履行由客戶或代客戶對本公司, 其代名人或其他第三者負有的任何責任。

- d. The Client appoints the Company to act as custodian for the Client to provide custody of Client's Securities. Securities held by the Company for safekeeping pursuant to this Clause are held by the Company at the sole risk of the Client and the Company shall not be responsible for or liable in respect of any loss or damage suffered by the Client in connection hereof unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Company.

客戶委任本公司作為客戶的託管人, 為客戶提供證券託管服務。本公司根據本條款為客戶保管的證券之風險由客戶完全承擔, 及本公司將不會對客戶所遭受的任何損失和損害承擔責任或義務, 除非這類損失和損害是由本公司的疏忽或本公司方面的欺詐行為直接導致的。

## 11. Money held for the Client 代客戶保管的款項

- a. Any money held for the Client, other than money received by the Company in respect of transactions and which is on-paid for settlement purposes or to the Client, or for other proper charges under this Agreement or any other applicable rules and laws, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time.

代客戶保管的款項須依照適用法律不時的規定, 存放於一家持牌銀行所開立的一個客戶信託帳戶內 (此等款項不包括本公司就交易取得, 而且須為交收而轉付或轉付予客戶的款項, 或用作支付本協議或任何其他適用規則及法例所規定之其他適當的收費的款項)。

- b. The Client hereby agrees that the Company shall be entitled to receive for its own benefit all sums derived by way of interest on all amounts held in the Account for and/or on account of the Client.

客戶茲同意本公司有權為本身利益收取在帳戶中所有為及/或代客戶持有的款項所產生的全部利息款額。

## 12. Liability and Indemnities 法律責任和彌償

- a. The Company shall not be liable for any loss incurred by the Client, directly or indirectly, with respect to the Account or trading in Securities as a result of:

因以下使客戶就帳戶或證券交易直接或間接招致的任何損失, 本公司概不負責:

- i. any condition or circumstances which are beyond the reasonable control or anticipation of the Company, including but not limited to government restriction, suspension of trading, wars or strikes; or  
任何情況或環境已超出本公司可合理地控制及預期下, 包括但不限於政府限制、暫停交易、戰爭或罷工; 或
- ii. the Company exercising any or all of its rights conferred by the terms of the Agreement.  
本公司行使協議條款賦予的任何或所有權利。

- b. If the Company solicit the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the other broker may ask the Client to sign and no statement the Company may ask the Client to make derogates from this Clause.

假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司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。本合約的其他條文或任何其他經紀可能要求客戶簽署的文件及經紀可能要求客戶作出的聲明概不會減損本條款的效力。

- c. Without prejudice to any other provisions of clause 12.b of this Agreement, the Client agrees that the Company shall not be liable for any loss or liability which the Client may incur (including losses and liability resulting from transactions in Securities executed by any brokers and dealers) unless due to fraud, gross negligence or willful default on the part of the Company.

在不損害本合約 12.b 條文下，客戶同意，本公司無須對任何客戶可能涉及的任何損失或責任（包括因任何經紀或交易商執行證券交易導致的損失和責任）負上責任，除非由於本公司的欺詐、嚴重疏忽或故意失責所致。

- d. The Client shall indemnify the Company from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgment, suits, costs, legal expenses and other expenses or disbursements of any kind or nature whatsoever (other than those resulting from fraud, gross negligence or willful default on the part of the Company) which may be imposed on, incurred by or asserted against the Company (or any of its directors, officers, delegates, agents, employees, associates, correspondents or representatives) in performing its services under this Agreement or resulting from the default or breach by the Client of any provision of, or any of the Client's obligations under, this Agreement, save where the same were caused by the Company or the relevant person's own fraud, gross negligence or willful default.

客戶須就本公司根據此等條款履行其服務時或客戶此等條款的任何條文或客戶根據此等條款的任何責任而導致施加於、涉及或向本公司(或其任何董事、高級人員、獲授權人、代理、僱員、代名人、通信人或代表)提出的任何及一切債務、責任、損失、損害、罰款、起訴、裁定、訴訟、費用、法律開支及其他開支或任何類別或性質的開銷(因本公司欺詐、嚴重疏忽或故意失責所致者除外)向本公司作出彌償，惟因本公司或有關人士本身的欺詐、嚴重疏忽或故意失責除外。

- e. The Client shall indemnify the Company against any claim which may be made against the Company by a purchaser or any other person by reason of any defect in the title of the Client to the Securities.

客戶須進一步就買方或任何其他人士由於客戶對證券所有權任何不妥而對本公司作出之任何申索而對本公司作出彌償。

### 13. Client Identity Rules 客戶身份規則

- a. If the Client effects transactions for account of its clients, whether on a discretionary or nondiscretionary basis, and whether as agent or by entering into matching transactions as principal with their clients, the Client hereby agrees that, in relation to a transaction where the Company has received an enquiry from the Hong Kong Regulators or any other Exchange, governmental or regulatory authority in any jurisdiction (collectively known as the "Relevant Regulators"), the following provision shall apply:

若客戶是為其客戶進行交易，不論是否受客戶全權委託、以代理人身份抑或以當事人身份與其客戶進行對盤交易，客戶同意就本公司接獲香港監管機構或其他交易所、其他司法管轄區政府機構或主管機構(統稱為「相關監管機構」)查詢的交易而言，須遵守下列規定：

- i. Subject to as provided below, the Client shall immediately upon request by the Company (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of any requested information of the Client for whose account the transaction was effected (or, in the case of a back to back principal transaction the counterparty with whom the Client is transacting) and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Relevant Regulators of any information of any third party (if different from the Client/the ultimate beneficiary) who originated the transaction.

在符合下列規定的情況下，客戶須按本公司要求(此要求應包括相關監管機構的聯絡詳情)，立即知會相關監管機構其要求的有關交易帳戶之所屬客戶(或，如該交易乃背對背交易，則客戶的交易對手)及(據客戶所知)該宗交易的最終受益人的任何資料。客戶亦須知會相關監管機構其要求的任何有關交易的第三者(如與客戶/最終受益人不同者)的任何資料。

- ii. If the Client effects a transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of any requested information of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the transaction. In addition, the Client shall immediately inform the Company when his discretion in respect of any transaction effected for such scheme, fund, account or trust has been overridden and, upon request by the Company, immediately inform the Relevant Regulators of any requested information of the person(s) who gave the overriding Instructions.

若客戶是為集體投資計劃、全權委託帳戶或全權信託進行交易，客戶須按本公司要求(該要求應包括相關監管機構的聯絡詳情)，立即知會相關監管機構其要求的有關該計劃、帳戶或信託的任何資料及有關該名代表該計劃、帳戶或信託向客戶發出交易指示的人士的身份、地址、職業及聯絡資料。同時，客戶在其全權委託計劃、帳戶或信託進行投資的權力已予撤銷時，須儘快通知本公司。在客戶全權委託權力已予撤銷的情況下，客戶須按本公司要求，立即知會相關監管機構有關該名/或多名曾向客戶發出撤銷指示的人士的身份、地址、職業及聯絡資料。

- iii. Without prejudice to the above, if the Client is aware that his client is acting as intermediary for any underlying clients, and the Client does not know the details of the underlying clients, the Client confirms that: (i) he has arrangements in place with his client which entitle the Client to obtain any information from his client immediately upon request; and (ii) Client will, on request from the Company, promptly request such information from the client on whose Instructions the transaction was effected, and provide the information to the Relevant Regulators immediately upon receipt.

在不損害以上協議之前提下，若客戶知悉其客戶乃以中介人身份為其相關客戶進行交易，而客戶並不知道有關交易所涉及的相關客戶之詳細資料，則客戶須確認：(i) 客戶已與其客戶協定，讓客戶有權在要求時立即向其客戶取得任何資料；及 (ii) 客戶將於本公司就有關交易提出要求該等資料時，立即要求其發出交易指示的客戶提供該資料，及在收到客戶之資料後立即呈予相關監管機構。

- iv. The Client confirms that, where necessary, the Client has obtained all consents or waivers from the Client's own clients or other relevant persons, to release to the Relevant Regulators the information referred to above.

客戶確認在有需要的情況下已取得其客戶或其他關聯人士的同意或豁免，提供以上所提及的資料及呈交予相關監管機構。

The provisions of this Clause shall continue in effect notwithstanding the termination of this Agreement.

此項條款即使在本合約終止後仍繼續生效。

#### 14. Anti-Money Laundering and Counter-Terrorist Financing 打擊洗錢及恐怖份子資金籌集活動

Where the Client is an Intermediary as defined in the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("AMLO"), the Client undertakes the following:

如客戶是在《打擊洗錢及恐怖份子資金籌集(金融機構)條例》(「反洗錢條例」)所界定的中介人，客戶承諾會：

- a. Maintenance of internal policies, procedures and controls to comply with anti-money laundering/countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of clients and their transactions; 確保內部政策、程序及措施符合打擊洗錢及恐怖份子資金籌集的法律、規則及指引，包括對其客戶及有關交易進行持續監察；
- b. Performance of the client due diligence measures specified in section 2 of schedule 2 of AMLO; and 依照反洗錢條例附表 2 的第 2 條，對其客戶進行盡職審查；及

- c. Provision without delay of the documentary evidence obtained in the course of carrying out client due diligence measures upon request from overseas or local regulators or the Company.

因應海外或本地監管機構或本公司的要求，沒有延誤地提供在執行客戶盡職審查措施過程中取得的任何文件或紀錄的複本。

#### 15. Suspension or Closure of Account 暫停營運或結束戶口

- a. If, in the Company's opinion, the Client has breached any material terms of this Agreement; or any of the Client's representations, warranties or undertakings to the Company was or became incorrect in any material respect; or the Client has defaulted in respect of any transactions with the Company; or any warrant or order of attachment or distress or equivalent order is issued against any of the Client's accounts with THE COMPANY; or a petition in bankruptcy is filed against the Client, or an order is made or resolution passed for Client's voluntary or compulsory winding up; or a meeting is convened to consider a resolution that the Client should be so wound up, all amounts owing by Client to the Company together with interest will become immediately payable without further notice or demand and the Company will be entitled at its absolute discretion without prejudice to sell or realize all or any part of the Client's Securities or assets held by the Company and satisfy all of the Client's obligations towards the Company or its group companies with the net sale proceeds after deducting all fees, commissions, expenses and costs thereof; and/or withdraw or cancel all of the Client's open order Instructions; and/or close out any/all of the Client's open positions; and/or exercise any of the Company's rights under this Agreement.

若經紀認為客戶已經違反本合約之任何主要條款，或客戶之前向本公司對任何要項所作之陳述、保證或承諾在任何重大方面為不正確或其後變成不正確，或客戶曾經對透過本公司進行的交易出現失責，或客戶在本公司開設的帳戶遭人發出任何財物扣押令或封查或同等的命令；或針對客戶提出破產申請，或為客戶的自願或強迫清盤作出命令或通過決議或已召開會議審議一項指稱客戶應予以清盤的決議的情況下，客戶欠下本公司的所有款項，連利息計算在內，並在不需要任何通知或要求下立即清還。而且，本公司可即時行使絕對酌情權及在不損害其擁有的任何權利的情況下沽售或套現由本公司為客戶保管的全部/部份證券或資產，並將所得的淨出售款項(在扣除所有有關費用、佣金、支出及/或成本後)用以履行客戶對本公司的義務

- b. The Company may, in his absolute and sole discretion, refuse to accept and/or carry out any instructions and/or may suspend the operation of the Account from time to time and/or close the Account and cease to act on client's behalf further, without being obliged to give any reasons for any such refusal and/or suspension and/or closure.

本公司可全權及獨自酌情拒絕接納及 / 或執行何指示，及 / 或不時暫停營運戶口，及 / 或結束戶口，不再代表客戶行事，並無義務就上述拒絕、暫停及 / 或結束事項給予任何理由。

- c. Upon the suspension or closure of the Account, the Company has absolute and sole discretion to decide what, when how, and to whom to sell any of securities held on Client's behalf without being liable in any way for losses or expenses thereby caused or incurred whether by market fluctuation or otherwise howsoever, and that the Company is entitled to charge at his absolute and sole discretion reasonable fees in respect of acts down in accordance with Clause 15.a above.

於暫停或結束戶口後，本公司可全權及獨自酌情決定，從客戶持有的證券中，出售什麼證券、何時出售、如何出售及售予任何人，而毋須負責因市場波動或其他原因而導致之損失或支出；本公司可全權及獨自酌情就按照本條款所作出的行動收取合理之費用。

- d. Termination of the Agreement shall be without prejudice to the accrued rights of the Company and the Client, and any obligations of the Company or the Client contained in any provision of this Agreement which may already have arisen prior to the termination.

本合約之終止並不影響在終止之前可能已產生的本公司與客戶的累算權利以及本合約條文所載本公司與客戶的任何義務。

- e. The rights and obligations of the Client and the Company in respect of the Account may be terminated by at least seven (7) business day's written notice given at any time by the Client to the Company (or vice versa) without prejudice to any rights, powers or duties of the Company or the Client in connection with the Account prior to receipt of such notice, and such rights, powers and duties will subject under the terms of this Agreement until they are discharged in full.

客戶及本公司對有關帳戶之權利或義務，客戶均可於任何時間向本公司(反之亦然)發出書面通知，載明該權利或義務於最少 7 個營業日後終止，且收訖有關通知之前不損本公司或客戶對有關帳戶的任何權利、權力或職責。上述權利、權力及職責，將會根據本合約的條款繼續有效，直至全部履行為止。

## 16. Communications 通知

- a. All notices, demands, statements and any other communications and documents (collectively "Communications") required or permitted to be given to the Client may be sent by hand, post, facsimile, telephone or electronic mail to the address, facsimile number, telephone number or electronic mail address for communication specified in the Account Opening Form or as notified to the Company from time to time. All communication shall be deemed to have been received by the Client (i) 48 hours after posting in Hong Kong if sent by post and (ii) at the time of transmission from the Company if delivered by facsimile, telephone or electronic mail and no such Communications needs to be signed on behalf of the Company. Every transaction indicated or referred to in communication given by the Company shall be deemed as conclusive and ratified and confirmed by the Client unless Company receives from the Client written notice to the contrary in the manner as aforementioned, within seven (7) business days from the time communication is given. The Company shall in no circumstances be held responsible for delays or failure in transmission of any Instruction due to breakdown of communication facilities or for any other matter beyond reasonable control of the Company.

需要或准許給予客戶的所有通知、要求、結單與其他通訊及文件(統稱「通訊」)可以專人送遞、郵遞、傳真、電話或電子郵件方式送交至「開立帳戶表格」指定的或不時通知本公司的地址、傳真或電話號碼或電子郵件地址。所有通訊(i)若於香港郵遞方式送交，當於發送後 48 小時後收訖；及(ii)若以傳真、電話或電子郵件方式發出，則當作於本公司傳送之時收訖，而通訊並不需要本公司的授權簽署。除非本公司收到客戶以本段所述的方式在本公司發出之任何通訊之 7 個營業日內以書面通知提出反對，否則該等通訊及每一帳戶結單上所顯示或提及的每項交易，將被客戶視為確實、已追究及確認。若因通訊設備故障或任何其他本公司無法合理控制之事情而導致傳送指令之工作有所延誤或失誤，本公司在任何情況下無須負責。

- b. The Company shall be entitled to assume, without further investigation or enquiry, that any Communications, which on its face appears to have been forwarded by either the Client or its agent, has in fact been sent by either the Client or its agent, as the case may be. The facsimile copy of any Communication shall have the same force as the original.

本公司將有權假設，而不需作出進一步的調查或詢問，若客戶或其代理人所傳送的任何通訊表面上看來是由客戶或其代理人發出的，該等通訊便可被認為確實是由客戶或其代理人(視情況而定)所傳送的。任何通訊的傳真副本與其正本具有同等效力。

- c. The Client and the Company undertakes to promptly notify the other parties of any material changes as specified under the Code of SFC and also any changes in the information supplied in the Account Opening Form.

客戶及本公司保證如有任何證監會於守則內所指明的重大變更及有任何開立帳戶表格上所提供的資料變更，將立即通知對方。

## 17. General 一般規定

- a. If the Company fails to meet its obligations to the Client pursuant to this Agreement, the Client may have a right to claim under the Investor Compensation Fund, subject to the terms of the Investor Compensation Fund from time to time.

倘本公司沒有依照本合約的規定履行對客戶的責任，客戶可根據投資者賠償基金索償，惟須受投資者賠償基金不時的條款所制約。

- b. To the extent permitted by law, the Company may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from the Client. The Company undertakes a written notice regarding such amendments shall be delivered to the Client by post/other electronic means within seven (7) business days and such amendments shall come into effect immediately upon the Client's deemed receipt of the Company's notice. The Client acknowledges and agrees that if the Client does not accept any amendments as notified by the Company from time to time, the Client shall have the option to terminate this Agreement by giving written notice to the Company. Unless otherwise stated, an amendment to any provision of this Agreement shall not affect the other provisions of this Agreement.

在法律容許之範圍內，本公司可不時修訂本合約之任何條款及細則，無須事前通知客戶或取得客戶批准。本公司承諾關於該修訂的書面通知將會於 7 個營業日內郵遞或其他電子方式傳送至客戶，該等修訂於客戶被視作接獲本公司之通告時立即生效。客戶得悉及同意，倘客戶不接受本公司不時通知之任何修訂，客戶將有權選擇以書面形式通知本公司終止本合約。除非另行述明，否則本合約任何條文之修訂均不影響本合約的其他條文。

- c. The Client may not assign, transfer or amend this Agreement or otherwise dispose of rights or obligations hereunder without the prior written consent of the Company. The Company (i) may assign, transfer or otherwise dispose of all or any of its rights, and (ii) transfer by novation any of its rights and obligations, in each case to any other person as it thinks fit. All the provisions of this Agreement and all Instructions given to the Company under this Agreement shall survive any changes or successions in the Company's business and shall be binding upon the Client's successors and permitted assigns and transferees.

未經本公司事先書面同意，客戶不得轉讓、轉移、修訂本合約或以其他方式處置本合約之下的權利或義務。本公司可就每個情況下向其認為合適的任何其他人(i)轉讓、轉移或以其他方式處置其全部或任何權利或(ii)轉讓以債權更新的任何權利及義務。本合約的所有條文以及根據本合約給予本公司的所有指示應在本公司業務的任何變更或繼承之後仍然有效，並對客戶的繼承人和核准受讓人及受讓方具有約束力。

- d. Each of the provisions of this Agreement is severable and distinct from the other and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.  
本合約各個條款均可以分割，並互相獨立。如有一個或以上條款屬於或變成不合法、無效或不能強制執行，其餘條款均不在任何方面受影響。
- e. The Client confirms that the Client has read and understood the terms and conditions of this Agreement, which have been explained to the Client in a language that the Client understands, and agrees to be bound by them.  
客戶確認已詳閱及明白本合約的條款及細則，並同意受其約束，而且該等條款已經以客戶明白的語言向客戶解釋。
- f. In the event of any difference in interpretation or meaning between the English and Chinese version of this Agreement, the Client agrees that English version shall prevail.  
本合約中英兩種語文版本的釋義或涵義之間有不一致，客戶同意以英文版本為準。
- g. The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provide by law.  
本合約的權利、權力、補救方法和特權是累積的，並不排除法律規定的任何權利、權力、補救方法和特權。
- h. This Agreement and all rights, obligations and liabilities arising shall be governed by and construed in accordance with the laws of Hong Kong.  
本合約及當中的一切權利、義務及責任，須受制於香港法律，並按香港法律詮釋。
- i. The Client submits to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising out of or in connection with this Agreement.  
因本合約產生或有關的所有事務，客戶甘願受香港法院的非專屬司法管轄區管轄。
- j. Without prejudice to Clause 17(i), if any dispute of any kind whatsoever shall arise between the Company and the Client then the Company may, instead of court proceedings, require such dispute to be referred to arbitration in accordance with provisions of the Arbitration Ordinance (Chapter 341) or any statutory modifications then in force and any such reference shall be a submission to domestic arbitration within the meaning of the Arbitration Ordinance.  
在不損害第 17(i) 條款的原則下，本合約各方之間若出現任何類別的任何爭議，本公司可以不採取法院程序而要求把上述爭議按照《仲裁條例》(香港法例第 341 章) 或其當時有效之任何法定修改進行仲裁。依上述提交之仲裁，將被視為接受《仲裁條例》中涵義之本地仲裁。
- k. Without prejudice to Clause 16 above, any documents (including but not limited to writs, summonses, orders, pleadings, petitions and demands) may be served on the Client by leaving at or posting such documents to the last known address of the Client. Such service is agreed to be valid service on the Client, whether or not the document(s) concerned is actually received by the Client or comes to the Client's notice, and the time of service will be the time at which the document(s) is left at the said address, or in the case of service by post, 48 hours after posting to that address irrespective of whether the Client's address is in Hong Kong or not.  
在不損害上述第 16 條款的原則下，任何文件 (包括但不限於) 令狀、傳票、命令、狀書、呈請書及要求) 可留於或郵遞往客戶最後為本公司所知的地址，作為送達文件，現協定上述送達方式為有效向客戶送達，不論客戶實際有否收訖或是否知悉有關文件，而送達時間將為文件留於上述地址的時間，或 (如屬郵遞送達) 於郵遞往該地址後 48 小時，不論客戶地址是否在香港。
- l. Neither this Agreement nor any document issued pursuant to this Agreement shall confer any benefits on any third parties. No third party may enforce this Agreement or any provision contained in any document issued under this Agreement. The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the laws of Hong Kong are expressly excluded from this Agreement and/or any other documents issued pursuant thereto.  
本合約或其他依據本合約發出的文件將不會賦予任何第三者任何權利。任何第三者將不可執行本合約或任何依據本合約發出的文件的任何條文。《合約(第三者權利)條例》(香港法例第 623 章)將不適用於本合約及/或依據其發出的其他文件。
- m. In the event that any Clause of this Agreement is inconsistent with any provision of the Code of Conduct for Persons Licensed by or Registered with the SFC, the latter shall prevail.  
假如本合約的任何條款與《證監會持牌人或註冊人操守準則》的任何條文不一致，將以後者為準。

**Circular to Clients Relating to Personal Data (Privacy) Ordinance (Cap 486) (the “Ordinance”)**  
**關於《個人資料(私隱)條例》(第 486 章) (「條例」) 客戶通告**

1. From time to time, it is necessary for clients (which term shall include a client's (i) authorized signatories, (ii) shareholders, directors, officers, managers, employees and beneficial owners of corporate customers; (iii) applicants for banking services or facilities, and (iv) sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Company) (collectively, “Client”) to supply Global Mastermind Group with personal data in connection with the opening or continuation of Accounts and the establishment or continuation of credit facilities or provision of securities brokerage, nominee and investment advisory service. At the same time, some of the personal data is collected orally or in written pursuant to laws, regulations, rules or codes binding on Global Mastermind Group.  
客戶 (指包括客戶的(i) 獲授權簽署人士, (ii) 企業客戶的股東、董事、管理人員、經理、僱員及之實益擁有人, (iii) 銀行服務及融資的申請人, (iv) 保證人, 擔保人及締約方提供抵押品、擔保或任何形式支持欠款予本公司) (統稱「客戶」) 需不時地向環球大通提供以開設或維持帳戶、開設或維持貸款融資或者與證券經紀、股票託管和投資諮詢服務有關的個人資料。同時, 有一部份資料是根據對環球大通具約束力的法律、規定、規則或守則以口頭或書面方式加以收集的。
2. Failure to supply such personal data may result in the Company being unable to open or continue the Account or establish or continue credit facilities or provide Securities brokerage, nominee and investment advisory services.  
如客戶未能提供該等個人資料, 則本公司將無法代客戶開設或維持帳戶, 或開設或維持貸款融資, 或提供證券經紀、股票託管和投資諮詢服務。
3. The personal data that is collected from Client may be used in the ordinary course of the continuation of the business relationship.  
所有個人資料均以維持正常業務聯繫的需要而向客戶收集的。
4. The purposes for which personal data relating to the Client may be used are as follows:-  
與客戶有關的個人資料主要有如下用途:-
  - a. the daily operation of the services and credit facilities provided to the Client;  
為客戶提供日常運作服務和貸款融資服務;
  - b. conducting credit enquiries or checks on the Client and ascertaining objectives, and enabling or assisting any other person so to do;  
為客戶進行信貸查詢或調查及查明客戶之財政狀況及投資目標及容許或協助任何其他人士進行上述事項;
  - c. assisting other financial institutions to conduct credit checks;  
協助其它財務機構進行信貸檢查;
  - d. ensuring ongoing creditworthiness of the Client;  
確保客戶持續維持可靠信用;
  - e. enforcing the Client's obligations owed to Global Mastermind Group;  
執行客戶向環球大通集團應負之義務;
  - f. assessing the merits and suitability of the Client as actual or potential applicants for securities, commodities, futures, investment and related services and products, and approving their applications, renewals and cancellations;  
評估客戶作為證券、商品、期貨、投資及相關服務和產品及授信的實際或準申請人的適合性, 以及處理和批核其申請、續期及/或取消;
  - g. marketing financing services or related products and other subjects;  
推廣金融服務或相關產品和其他標的;
  - h. determining the amount of indebtedness owed to or by Client;  
確定欠付客戶或客戶欠付的債務款額;
  - i. collection of amount outstanding from clients and those providing security for Client's obligation;  
向客戶或為客戶責任提供擔保的人士收回虧欠的款項;
  - j. meeting the requirements to make disclosure under the requirements of any laws, regulations, rules, codes binding on Global Mastermind Group;  
根據對環球大通集團具約束力的法律、規定、規則或守則的要求作出披露;
  - k. direct marketing and promotion of existing and future services or products or other subjects of Global Mastermind Group (please refer to Paragraph 5); and  
直接銷售及推廣環球大通集團的現有及未來服務及產品或其他標的 (詳見第 5 段); 及
  - l. purposes ancillary or related thereto.  
其它附帶或相關用途。
5. Use of data in direct marketing  
使用資料作直接促銷  
For the purpose of using Client's data in direct marketing, Global Mastermind Group requires the Client's consent (which includes an indication of no objection). In this regard, please note the following:  
環球大通集團須得客戶同意 (包括客戶不反對之表示), 以使用客戶的資料作直接促銷。因此, 請注意以下事項:
  - a. Information including but not limited to the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and statistics held by Global Mastermind Group may from time to time be used by Global Mastermind Group in direct marketing;  
環球大通集團持有之資料包括但不限於客戶姓名、聯絡詳情、產品及服務組合資料、交易模式及行為、財務背景及統計資料可不時被環球大通集團用於直接促銷;
  - b. the following classes of services, products and subjects may be marketed:  
下列類別可用作直接促銷的服務、產品及促銷的:
    - i) financial services and products;  
金融/財務相關服務和產品;
    - ii) investment related services and products (including but not limited to Capital Investment Entrant Scheme and investment consultancy services);



投資相關服務和產品 (包括但不限於投資移民服務及投資顧問服務)；

- c. the above services, products and marketing subjects maybe provided or solicited by Global Mastermind Group and/or third party financial institutions, insurers, securities and investment services providers;  
上述服務、產品及促銷標的可能由環球大通集團及/或第三方金融機構、承保人、證券及投資服務供應商提供或索取；
- d. in addition to marketing the above services, products and subjects itself, Global Mastermind Group also intends to provide the data described in Paragraph 5(a) above to all or any of the persons described in Paragraph 5(c) above for them to use in marketing those services, products and subjects, and Global Mastermind Group requires the Client's written consent (which includes an indication of no objection) for that purpose;  
除直接促銷上述服務、產品及促銷的以外，環球大通集團亦擬將以上第 5 段(a)所述資料提供予以上第 5 段(c)所述的全部或任何人士，以供該等人士用作促銷該等服務、產品及促銷的，而環球大通集團為此用途須獲得客戶書面同意或同意確認 (包括表示不反對)；
- e. Global Mastermind Group may receive money or other property in return for providing the data to the other persons in Paragraph 5(d) above and, when requesting the Client's consent or no objection as described in Paragraph 5(d) above, Global Mastermind Group will inform the Client if it will receive any money or other property in return for providing the data to the other persons;  
環球大通集團可能因如以上第 5 段(d)所述將資料提供予其他人士而獲得金錢或其他財產的回報。如環球大通集團會因提供資料予其他人士而獲得任何金錢或其他財產的回報，環球大通集團以上第 5 段(d)所述徵求客戶同意或不反對之表示；
- f. Client may, at any time, request Global Mastermind Group to cease using his/her personal data for direct marketing purposes by writing to the Data Protection Officer at the address provided in Paragraph 12;  
客戶可隨時向環球大通集團要求停止使用其個人資料於直接促銷活動，有關要求可根據第 12 段的地址向資料保障主任提出；
- g. The Client understands that if the Client so requests, Global Mastermind Group is required to cease to use the data for such purpose without charging the Client. In addition, to comply with all relevant laws, regulations, guidelines or guidance, Global Mastermind Group, while retaining such data, shall cease from using such data for direct marketing.  
客戶明白，倘客戶提出要求停止使用該等資料作直接促銷活動之用途，則環球大通集團須停止使用該等資料作該等用途，客戶毋須支付任何費用。同時，為符合相關之法律、規定、守則或指引，環球大通集團雖停止使用該等資料作直接促銷活動之用途，但仍會保留該等資料。
6. Please note that the Company may not be able to use your personal data for direct marketing purposes unless it has received your consent (which includes an indication of no objection). The Company shall cease using your personal data in direct marketing if so requested by you without any charge. Any such request can be sent to the Data Protection Officer of the Company.  
請注意除非獲得閣下的同意(包括客戶不反對之表示)，本公司可能無法使用個人資料作為直接銷售用途。如閣下要求，在沒有任何費用下，本公司將停止使用個人資料用作直接銷售。任何要求應交予本公司的資料保護主任。
7. Personal data held by the Company relating to a client will be kept confidential but the Company may disclose or transfer such information to the following parties within or outside Hong Kong to the extent permitted by law:  
本公司持有的客戶個人資料將會保密，本公司僅會於法律允許範圍下向下列香港以內或以外人士披露或轉讓客戶資料：
- a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer (including computers servers and cloud-based information technology services), payment or Securities clearing, printing or other services to the Company in connection with the operation of its business;  
向本公司提供與業務活動有關的管理、電訊、電腦 (包括電腦伺服器及雲端資訊科技服務)、款項或證券結算、印刷或其他服務的任何代理人、合約商或者第三方服務提供者；
  - b. any other companies within Global Mastermind Group, including the parent company;  
環球大通集團內的任何其它公司，包括母公司；
  - c. any other person under a duty of confidentiality to the Company including any company of Global Mastermind Group which has undertaken to keep such information confidential;  
遵守本公司保密原則的任何其他人，包括已承諾將上述資料保密的環球大通集團之任何公司；
  - d. any financial institution with which the client has or proposes to have dealings;  
客戶與之有業務往來或即將有業務往來的任何金融機構；
  - e. any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the client;  
本公司的任何實際或建議承讓人，或者與客戶相關的本公司權益參與人或次參與人或轉讓人；
  - f. any other person that the Company is compelled to make disclosure under the requirements of any laws binding on Global Mastermind Group;  
根據對環球大通集團具約束力的法律要求必須向其作出披露的任何人士；
  - g. any person with the client's express or implied consent;  
經客戶明示或默示同意的任何人；
  - h. any person in the event that the Company's interests require disclosure.  
本公司因本身利益需要而必須對其作出披露的任何人。
8. In the course of performing our duties, the Company may, as permitted by law, match, compare, disclose, transfer or exchange any personal data provided by the client, or hereafter obtained, for these or any other purposes by the Company, with data held by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data.  
在履行本身的業務活動過程中，本公司可能在法律允許的範圍內，把客戶所提供的或本公司其後為此目的或其它目的所獲得的客戶個人資料與香港及海外的政府機構、其它監管機構、公司、組織或個人所持的資料進行校對、比較、披露、轉移或交換，以便確認該等資料的可靠性。
9. Under and in accordance with the terms of the Ordinance, any individual:

在符合條例之條款的情況下及按照條例的條款，任何人士：

- a. has the right to check whether the Company holds personal data about him/her and has the right of access to such personal data;  
有權查詢本公司是否持有他/她的個人資料並有權取得該等個人資料;
- b. has the right to require the Company to correct any personal data relating to him/her which is inaccurate;  
有權要求本公司更改有關他/她的不正確個人資料; 及
- c. has the right to ascertain the Company's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Company.

有權查詢本公司擁有該些個人資料的政策和應用範圍，並可了解本公司持有的個人資料的種類。

10. Client may in some circumstances elect to provide personal data to Global Mastermind Group via electronic means (such as the Internet or voice recording system). Whilst Global Mastermind Group has used its best endeavour to ensure the security and reliability of its system, the reliability of telecommunications may be affected as a result of unforeseeable circumstances. Client should therefore pay attention to this when transmitting personal data via electronic means.

在若干情況下客戶可能透過電子途徑(例如互聯網或話音錄音系統)向環球大通集團提供個人資料。儘管環球大通集團已竭盡所能以確保其系統的保安及可靠性，基於電訊傳送可能出現多種不可預計的情況，電子通訊的可靠性可能受到影響。有見及此，客戶在利用電子媒介傳送個人資料時應倍加留意。

11. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any personal data access request.

在符合條例之條款情況下，本公司有權對個人資料查詢人士收取合理的費用。

12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of personal data held are to be addressed is as follows:

任何人士如欲查詢資料或更正資料或查詢有關政策和應用範圍以及個人資料的種類等資料，請隨時致函：

The Data Protection Officer

Global Mastermind Securities Limited

Unit 1201-02, 12/F, West Tower, Shun Tak Centre,

168-200 Connaught Road Central, Hong Kong

香港干諾道中 168-200 號信德中心西座 12 樓 1201-02 室

環球大通證券有限公司

資料保護主任