



CNI Securities Group Limited
中國北方證券集團有限公司

CE No. 中央編號: ATM582

CLIENT AGREEMENT
客戶協議書

This is an important Document. You are advised to seek legal and professional advices on its legal effect and consequences before signing.

這是重要的文件。請客戶在未簽署前諮詢法律及專業意見瞭解其法律作用及後果。

INDEX 目錄

No.	Contexts	Pages
<u>編號</u>	<u>內容</u>	<u>頁碼</u>
1.	Client's Agreement 客戶協議書	1-7
2.	SCHEDULE A: Notice on Personal Data 附錄 A: 個人資料告示	8
3.	SCHEDULE B: Fact Sheet of Pilot Programme for US Securities 附錄B: 美國證券交易試驗計劃簡介	9-10
4.	SCHEDULE C: Consent for Collection of and Handling of Personal Data 附錄 C: 個人資料收集及處理同意書	11

CNI Securities Group Limited

中國北方證券集團有限公司

(Licensed or Registered with the Securities and Futures Commission as a licensed corporation / licensed person [CE No.ATM 582] for dealing in securities under Type 1 of Part 1 in Schedule 5 to the Securities and Futures Ordinance and an exchange participant [No.B01886] of The Stock Exchange of Hong Kong Limited.)

(獲證券及期貨事務監察委員會發牌或註冊的持牌法團 / 持牌人 [中央編號 CE No.ATM 582] 可經營證券及期貨條例附表 5 第 1 部份中所指第 1 類受規管活動以及是香港聯合交易所有限公司參與者 [編號 B01886])。

CLIENT AGREEMENT 客戶協議書

(For Main Board and GEM Board 主板及創業板)

In consideration of your opening and maintaining at my/our request one or more securities trading account(s) ("the Account") for me/us and your agreeing to act as my/our agent or broker for the execution of orders for the purchase or sale of securities of every type and description, I/we hereby agree to effect Transactions as hereinafter defined subject to the following terms and conditions of this Client's Agreement ("the Agreement"):-

鑒於 貴公司諮詢本人(等)要求開立及持續運作一個證券買賣帳戶("帳戶")給本人(等)，(以下簽署人)；又鑒於 貴公司同意作為本人(等)的代理或經紀，執行各式及各類證券買賣指示("交易")見下文釋義，本人(等)茲同意根據下列條件進行交易：

1 The Account 帳戶

- 1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.
本人(等)確認「開戶資料」表格所載資料均屬完整及正確。倘該等資料有任何重要變更，本人(等)將會通知 貴公司。本人(等)特此授權 貴公司對本人(等)的財政信用進行查詢，以核實上述表格所載資料。
- 1.2 You will keep information relating to my/our Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited ("Exchange"), Hong Kong Securities Clearing Company Limited ("the Clearing House") and Securities and Futures Commission ("SFC") to comply with their requirements or requests for information.
貴公司將會對本人(等)帳戶的有關資料予以保密，但 貴公司可以根據香港聯合交易所有限公司("聯交所")，香港中央結算有限公司("中央結算")及證券期貨事務監察委員會("證監會")的規定或應其要求，將該等資料提供予聯交所及證監會。
- 1.3 I/We assume full risks of the agents' (i.e. your) performance and responsibility or suitability of our transactions.
本人(等)會負上由代理人(既 貴公司)替本人進行交易時，該交易的風及其對本人(等)的合適性的責任。

2 Laws and rules 法例及規則

All transactions in securities which you effect on my/our instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us. A reference to a laws, rules and regulatory directions includes a reference to it as amended, extended or re-enacted from time to time.

貴公司按本人(等)的指示而進行的一切證券交易("交易")，須根據適用於 貴公司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。 貴公司根據該等法例、規則或指示而採取的所有行動均對本人(等)具有法律約束力。本文中提到的法例、規則及指示亦包括不時修訂、補充或重新制訂的法例、規則或指示。

3 Transaction 交易

- 3.1 You will act as my/our agent in effecting Transaction unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal.
除 貴公司(在結單或其他確認單據內)註明以自己本身名義進行交易外， 貴公司將以本人(等)的代理人身份進行交易。
- 3.2 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling in compliance of section 170 of Securities and Futures Ordinance.
倘沽盤是有關非由本人(等)擁有的證券，即涉及賣空交易，本人(等)將會通知 貴公司，以便符合證券及期貨條例第 170 條。
- 3.3 On all Transaction, I/we will pay your fee, commissions, charges, interest and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account.
本人(等)會就所有交易支付 貴公司通知本人(等)的佣金、利息和所有收費，繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費，並繳納所有有關的印花稅。 貴公司可以從帳戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。
- 3.4 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the obligation /Margin (in case I/we select to maintain the account as margin account) of the Transaction, I/we will
就每一宗交易，除另有協議外或除非 貴公司已代表本人(等)持有足夠現金或證券以提供足夠的全數金額或保證金(如本人(等)選擇以保證金形式運作帳戶)作交收之用，否則本人(等)將會在 貴公司就該項交易通知本人(等)的期限之前，
 - pay you cleared funds or deliver to you securities in deliverable form or
向 貴公司交付可即時動用的資金或可以交付的證券，或
 - otherwise ensure that you have received such funds or securities
以其他方式確保 貴公司收到此等資金或證券。
 - by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may
倘本人(等)未能這樣做， 貴公司可以
 - in the case of a purchase Transaction, sell the purchased securities and
(如屬買入交易)出售買入的證券；及
 - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
(如屬賣出交易)借入及/或買入證券以進行交易的交收。
- 3.5 I/we will be responsible to you for any losses and expenses resulting from my/our settlement failures.
本人(等)將會負擔 貴公司因本人(等)未能進行交收而引起的任何損失及開支。
- 3.6 I/we agree to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.
本人(等)同意就所有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息)，按 貴公司不時通知本人(等)的利及其他條款支付利息。
- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.
就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致 貴公司須買入證券進行交收，本人(等)毋須為買入該等證券的費用向 貴公司負責。
In case I/we reside or (being a corporation) are incorporated outside Hong Kong, or give Instructions outside Hong Kong, I/we agree to ensure and represent that such Instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to me/us or from which my/our

Instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.

如本人(等)為香港境外居民或為境外註冊之公司或於香港以外下達交易指令,本人(等)同意所下達之指令,合符所有境外地區的相關法例。如有疑問,本人(等)會就有關交易,尋求法例意見。

4 Order and Order Recording 買賣指示及電話記錄買賣指示

- 4.1 You may accept instructions from me/us for order of Transaction by telephone or in writing sent by facsimile or by post. You may also accept instructions in your prescribed order form signed by me/us in your presence. In all cases, you shall time-stamp such instructions in the order as they are received. 貴公司可接納本人(等)用電話、圖文傳真或郵遞方式發出之書面指示買賣證券。貴公司亦可接納本人(等)親臨 貴公司辦公室填寫 貴公司的買賣證券指示表格。全部的指示, 貴公司將以其次序前後蓋上時間印章。
- 4.2 I/we declare that you shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of my/our instructions by facsimile unless there is fraud or wilful default on your part. 本人(等)聲明,除非 貴公司欺詐或蓄意失責,否則 貴公司無須因延遲執行,或本人(等)透過圖文傳真方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。
- 4.3 In the event of receipt of conflicting instructions you may refuse to act on any of the instructions until you have received unequivocal instructions. 倘若 貴公司收到互相抵觸的指示時, 貴公司可拒絕執行任何此等指示,直至接到明確的指示為止。
- 4.4 You may, in your absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by me/us arising out of such refusal. 貴公司有絕對酌情權決定拒絕本人(等)的指示而無須對此作出解釋,並且無須在任何情況下對此拒絕所引致本人(等)失去的盈利、損失、經濟責任、支出或費用作出負責。
- 4.5 You may record telephone conversation in connection with receiving orders and instructions through your telephone recording system. I/we acknowledge that such records are your sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes. 本人(等)同意 貴公司可由 貴公司的電話錄音系統記錄電話交談中有關買賣指示。本人(等)承認該記錄由 貴公司擁有,並接受如有糾紛時,此錄音為最後及最終之證據。
- 4.6 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, your record of the telephone instruction or facsimile instructions shall prevail. 凡經電話或圖文傳真發出的指示,與後來以書面發出的指示在意義上有差異時,則須以 貴公司的電話錄音或收到的圖文傳真指示記錄為準。

5 Client Identity/Ultimate Beneficiary 客戶身份/最終受益人

- 5.1 Subject to the provisions herein, I/we shall, in respect of transaction in which I/we are not acting as principal, immediately upon demand by you inform SFC and/or the Exchange of the identity, address and contact details of 在符合本協議書中條文的規定下,凡有關本人(等)並非以主事人或最終受益人之身份進行的交易,本人(等)將應 貴公司的要求即時向證監會及/或聯交所提供受益人下列資料:
- (i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and 最終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情;及
 - (ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk, 會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情。 and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account. 並且,如實體是投資基金或帳戶,則提供該投資基金或帳戶的經理人資料。
- 5.2 I/We hereby declare that if I/we are not the true owner/ultimate beneficiary or originator of instructions of the Account, I/we will complete Schedule "A" as attached to the Account Opening Information. 本人(等)茲聲明如本人(等)非是帳戶的主事人或最終受益人,本人(等)須填寫開戶資料的附錄"A"。

6 Safekeeping of Securities 證券的保管

- 6.1 Any securities which are held by you for safekeeping may, at your discretion 寄存 貴公司妥為保管的任何證券, 貴公司可以酌情決定: -
- in the case of registrable securities, be registered in my/our name or in the name of your nominee; or (如屬可註冊證券)以本人(等)的名義或以 貴公司的代理人名義登記;或
 - be deposited in safe custody in a designated account with the Clearing House or your bankers or with any other institution approved by the SFC, which provides facilities for the safe custody of documents. In the case of securities in Hong Kong Special Administrative Region, such institution shall be acceptable to the SFC as a provider of safe custody services. 存放於 貴公司在中央結算、往來銀行或其他經由證監會提供文件保管設施的機構內所特定的帳戶妥為保管。如屬香港的證券,該機構應為證監會認可的提供保管服務機構。
- 6.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding. 倘證券未以本人(等)的名義登記, 貴公司於收到該等證券所獲派的任何股息或其他利益時,須按本人(等)與 貴公司的協議存記入本人(等)的帳戶或支付予或轉賬予本人(等)。倘該等證券屬於 貴公司代客戶持有較大數量的同一證券的一部份,本人(等)有權按本人(等)所佔的比例獲得該等證券的利益。
- 6.3 You now have my/our written authority("Client Securities Standing Authority") under section 148 of the Securities and Futures Ordinance to: - 本人(等)現根據【證券及期貨條例】第 148 條以書面授權 貴公司:
- deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system, 將本人(等)的任何證券存放在銀行業機構,作為 貴公司所獲墊支或貸款的抵押品,或者存放在中央結算,作為履行 貴公司在結算系統下之責任的抵押品;
 - borrow or lend any of my/our securities, and/or 借貸本人(等)的任何證券;及
 - deposit any of my securities collateral with HKSCC as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities. I/we understands that HKSCC will have a first fixed charge over my/our securities to the extent of your obligations and liabilities. 將任何本人(等)的證券抵押品存於任何其他獲發牌或獲註冊進行證券交易的中介人,作為解除 貴公司在交收上的義務和清償 貴公司在交收上的法律責任的抵押品
 - Apply or deposit any of the my/our securities collateral in accordance with the above 3 authorization if you provides financial accommodation to me/us in the course of dealing in securities and also provides financial accommodation to my/us in course of any other regulated activity for which you are licensed or registered. 如 貴公司在進行證券交易及 貴公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向本人(等)提供財務通融,即可按照上述三項授權所述運用或存於任何本人(等)的證券抵押品。
- 6.3.1 Each of the above specified Client Securities Standing Authority is valid for a period of 12 months from the date of this Agreement, subject to renewal by me/us or deemed renewal under the Client Money Rules or Client Securities Rules (as the case may be) referred to in Clause 6.3.3 上述授權受第 6.3.3 條指明按照客戶證券規則由客戶續期或當作已被續期所制約下,客戶證券常設授權的有效期為十二個月,自本協議書之日起計有效。
- 6.3.2 Each of the Client Securities Standing Authority may be revoked by giving the Company written notice addressed to the Customer Service Officer at your address specified in this agreement or such other address which you may notify me/us in writing for this purpose. Such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice. 本人(等)可以向 貴公司客戶服務部列明於賬戶開立表格內的公司地址或該等本公司為此目可能以書面方式通知的其他地址,發出書面通知,撤回客戶證券常設授權。該等通知之生效日期為 貴公司真正收到該等通知後之 14 日起計。
- 6.3.3 I/we understand that each of the Client Securities Standing Authority shall be deemed to be renewed on a continuing basis without my/our written consent

if you issue me/us a written reminder at least 14 days prior to the expiry date of the relevant authority, and I/we do not object to such deemed renewal before such expiry date.

本人(等)明白 貴公司若在客戶證券常設授權的有效期屆滿 14 日之前,向本人(等)發出書面通知,提醒本人(等)有關的常設授權即將屆滿,而本人(等)沒有在該等常設授權屆滿前反對該等常設授權續期,客戶證券常設授權應當作不需要 本人(等)的書面同意下按持續的基準已被續期。

- 6.4 You are not bound to deliver securities belonging to me/us bearing serial numbers identical with those transferred to me/us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.

貴公司不須交回本人(等)的證券,其編號須與轉讓予本人(等)的證券編號相符,只要該等證券是同類型,而值相等及其權益與原本轉讓予本人(等)的證券相同,當然除了受其間資本重組另有規定外。

7 Moneys in the Account 帳戶中的款項

- 7.1 Any cash held for me/us, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. Subject to mutual agreement between the parties hereto, no interest is payable.

除了 貴公司收取本人(等)的現金作為交易的交收之用或轉付予本人(等)之外,否則代本人(等)保管的現金須依照適用法律不時的規定,應存放於一家持牌銀行所開立的一個客戶信託帳戶內。根據有關方面共同協議而無須支付利息。

- 7.2 Payment to the Account shall constitute payment to me/us for all purposes

貴公司支付入帳戶的款項得作為達到對本人(等)款項支付的目的。

8 Set-off and lien 抵銷及留置權

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

在不損害 貴公司依照法律或本協議所附加應享有一般留置權、抵銷權或相關權利前提下,對於本人(等)交由 貴公司代管或在 貴公司內存放之所有證券、應收賬、款項及其他財產(不論是本人(等)個人或與其他人士聯名所有)權益, 貴公司均享有一般留置權,作為持續的抵押甚至出售,用以抵銷及履行本人(等)因進行證券買賣而對 貴公司及其集團公司及聯屬人負上的所有責任。

- 8.2 Written Authorization (書面授權) - Rolling Balance Cash Client (滾存結餘現金客戶)

Pursuant to Section 21 (2) of the Securities and Futures (Financial Resources) Rules (Chapter 571N), we hereby authorize you, in respect of any amount receivable from, and amount payable to, me/ us, where such amounts arise from the purchase and sale of securities by me/ us on a cash-against-delivery basis, to-

(a) set-off such amounts against each other; and

(b) dispose of securities held for me/ us for the purpose of settling any of the amounts payable by me/ us to your Company.

因應《證券及期貨(財政資源)規則》第 571N 章 21 條(2), 本人 / 我們授權 貴公司可將應從本人 / 我們收取的款項與應向本人 / 我們支付的款項互相抵銷, 但該等款項須是因本人 / 我們以銀貨兩訖形式買賣證券而產生的, 而 貴公司亦已獲本人 / 我們書面授權—

(a) 將該等款項互相抵銷; 及

(b) 為清償本人 / 我們應支付予 貴公司的款項而處置為本人 / 我們持有的證券。

9 Discretionary Account 委託帳戶

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

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

10 ELECTRONIC SERVICES 電子服務

- 10.1 Unless otherwise specified, the Clause is made without prejudice and in addition to all the other provisions in this Agreement.

除非另有說明,本條之規定乃本協議所有其他條款之附加且並不損害該等其他條款。

- 10.2 You may provide the me/us with Electronic Services, and the I hereby requests the provision of such services, upon the terms and conditions as embodied in this Agreement, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by the you.

貴公司根據本協議所載條款和條件為本人(等)提供電子服務,且本人(等)根據本協議所載條款和條件要求向其提供上述服務,而上述條款和條件可由 貴公司不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。

- 10.3 I/We may from time to time instruct you, acting as the my agent, to deposit, purchase and/or sell securities for the Account(s) or otherwise deal with securities, receivables or monies on behalf of the me/us through the Electronic Services.

貴公司根據本協議所載條款和條件為客戶提供電子服務,且客戶根據本協議所載條款和條件要求向其提供上述服務,而上述條款和條件可由 貴公司不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。

- 10.4 I/We agree that I/ we shall be only authorized user of the Electronic Services under this Agreement. I/We shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to the me/us by you.

本人(等)同意,本人(等)為本協議電子服務之唯一授權使用者,將會對 貴公司發給的交易密碼之保密、安全和使用自行承擔全部責任。

- 10.5 I/We acknowledge and agree that the I/we shall be wholly and solely responsible for all instructions entered through the Electronic Services. I/we further acknowledge that the Electronic Services, your website, and the software comprised in them, are proprietary to you. I/we undertake and warrant that the I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Service, your website, and any of the software comprised in them. I/we agree that you shall be entitled to close any or all of the Account(s) immediately without notice to me/us, and the I/we acknowledge that you may take legal action against we/us, if I/we at any time reach this warranty and undertaking or if you at any time reasonably suspect that I/we has breached the same. I/we undertake to notify you immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

本人(等)承認並同意對透過電子服務發出的所有買賣指示自行承擔全部責任,並進一步承認電子服務、貴公司的網頁以及構成上述服務的軟件均為 貴公司專有。本人(等)承諾和保證不會嘗試以任何其他方式更改電子服務、貴公司的網頁以及構成上述服務的軟件的任何部分,亦不會嘗試在未獲授權的情況下使用上述任何部分服務。倘若本人(等)在任何時間違反上述承諾和保證或 貴公司於任何時間合理懷疑本人(等)已有上述違反時,本人(等)同意 貴公司有權不經通知即時終止本人(等)的任何和所有帳戶,本人(等)亦承認 貴公司可對其採取法律行動。本人(等)承諾在知悉任何其他人士從事本段所載任何上述行動時,即時通知 貴公司。

- 10.6 As and when you allow me/us to open an Account on-line with you, in addition to completing and returning this Agreement through the Internet, I/we agree to return to you the hard copy of this Agreement (including the Authorization for Account Opening, Account Opening Information, applicable Risk Disclosure Statement and any authority given by me/us to you with respect to the Account(s) duly completed and executed.

當 貴公司允許本人(等)在網上開立帳戶時,除需透過互聯網填妥並交回本協議之外,本人(等)同意向 貴公司補交填妥並簽署本協議(包括開戶授權書、開戶資料、適用之風險披露聲明及本人(等)就賬戶而賦予 貴公司之任權力)的書面文本。

- 10.7 Unless otherwise agreed between you and me/us, you will not execute any trading orders of me/us until there are sufficient cleared funds, securities or other assets acceptable to you in the Client's Account(s) to settle the my/our transactions and upon receipt of the documents as stated in Clause 10.6.

除非非本人(等)的賬戶有足夠的已結算款項、證券或其他 貴公司所接受的資產以交收本人(等)的交易,且在 貴公司收到為 10.6 條所述的文件之後,否則 貴公司不會執行本人(等)的任何交易指示,但 貴公司與本人(等)另訂協議者除外。

- 10.8 You will not deemed to have received the my/our instructions or have executed my/our orders unless and until I am/we are in receipt of your message acknowledging receipt or confirming execution of the my orders, either electronically or by hard copy.

除非及直至本人(等)已收到 貴公司以電子或書面形式發出的信息, 表示收到或確認已執行本人(等)的買賣指示, 否則 貴公司不得被視為已收到或已執行本人(等)的買賣指示。

- 10.9 I/we acknowledge and agree that, as a condition of using the Electronic Services to give instructions, I/we shall immediately notify you if: 本人(等)承認並同意, 作為使用電子服務發出買賣指示的一項條件, 倘若發生下述事項, 本人(等)會即時通知 貴公司:
- 10.9.1 An instruction has been placed through the Electronic Services and the I/we have not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means); 本人(等)已經透過電子服務發出買賣指示, 但並無收到指示編號或對買賣指示或其執行的準確確認(不論是以書面、電子還是口頭方式作出);
- 10.9.2 I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which I/we did not instruct or any similar conflict; 本人(等)收到一項本人(等)並無發出指示的交易確認(不論是以書面、電子還是口頭方式作出)或有類似衝突;
- 10.9.3 I/we become aware of any of the acts stated in Clause 10.5 being done or attempted by any person; 本人(等)獲悉任何人士正在進行或嘗試進行第 10.5 條所述的任何行動
- 10.9.4 I/we becomes aware of any unauthorized use of the my Access Codes; 本人(等)獲悉有未獲授權而使用本人(等)交易密碼的情況
- 10.9.5 I/we have difficulties with regard to the use of the Electronic Services; or 本人(等)在使用電子服務時遇到困難; 及
- 10.9.6 I/we have lost the SIM Card. 本人(等)丟失 SIM 卡
- 10.10 I/we agree to review every order before entering it as it may not be possible to cancel my/our instruction once given. 本人(等)同意在輸入每個買賣指示之前會加以覆核, 因為買賣指示一經作出, 便可能無法取消。
- 10.11 I/we agree that you shall not be liable for any loss or damage I/we or any other person may suffer as a result of using or attempting to use the Electronic Services unless such loss or damage are caused by wilful default or gross negligence on the part of you. I/we further undertake to indemnify you, on a full indemnity basis, on demand, for any loss or damage you may suffer as a result of the use of Electronic Services except to the extent that such loss or damage is outside my/our control. 本人(等)同意 貴公司不會就本人(等)或任何其他人士使用或嘗試使用電子服務可能遭受的任何損失或損害承擔責任, 除非該等損失或損害是由於 貴公司故意失責違約或重大疏忽所導致。本人(等)進一步承諾, 對因使用電子服務可能使 貴公司遭受的任何損失或損害, 於 貴公司要求時如數作出賠償, 除非該等損失或損害是在本人(等)所能控制範疇以外。
- 10.12 I/we acknowledge and agree that if the mode of communication used by me/us in the course of the Electronic Services becomes temporarily unavailable, I/we can during such period continue to operate the relevant Account subject to the right of you to obtain such information regarding the verification of my/our identity as it may from time to time think fit. 本人(等)承認, 倘若本人(等)的電子服務的通訊方法暫時無法使用, 本人(等)仍可在此期間內繼續作有關賬戶, 但 貴公司有權在其認為適宜時不時取得核證本人(等)身份的有關資料
- 10.13 I/we acknowledge that Exchanges and certain associations may assert proprietary interests and rights over-all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. I/we also understand that you do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to me/us through the Electronic Services). You shall not be liable in any way for any loss arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, message or information whether due to any act of you; or (5) by any forces beyond the control of you. 本人(等)承認, 該(等)交易所和一些機構對其等提供給數據傳送各方之一切市場數據擁有所有權益和權利, 並同意不會採取任何可能對上述權益和權利構成侵權或侵犯的行動。本人(等)亦理解 貴公司不會保證該等市場數據或任何市場資料(包括透過電子服務提供給本人(等)的任何資料)的及時性、次序、準確性或完整性。 貴公司對下述事項所引起或造成之任何損失概不承擔任何責任: (1) 任何上述數據、資料或信息的不準確性、錯誤或遺漏; (2) 上述數據、資料或信息之傳送或交付延誤; (3) 通訊中斷或阻塞; (4) 不論是否由於 貴公司的行為所致之該等數據、資料或信息的無法提供或中斷; 或(5) 貴公司無法控制的外力。

11 Margin and Fund 保證金和資金

- 11.1 At my/our request, you can at your discretion make available to me/us margin facility for purchasing Securities ("the Margin Facility") subject to this Agreement and such terms and conditions set out in the relevant Addendum to this Agreement. Such terms and conditions should not apply unless any Margin Facility is made available to me 在本合約的規範下, 本人(等)可向 貴公司提出取得保證金信貸措施的申請。在 貴公司同意的情况下, 貴公司亦會就此等安排向本人(等)發出合約的附加條款, 如本人未能獲得相關的信貸措施, 本人毋須受新的附加條款所規範。
- 11.2 The time for payment of any Margin is of the essence and if no other time is stipulated by you when making a demand then the I am/ we are required to comply with such demand before the expiry of two hours from the time of making the demand (or more quickly if required by you to do so). I/we also agree to pay immediately in full and on demand any amount owing with respect to any of your accounts. All initial and subsequent deposits and payments for margin and other purposes shall be made in cleared funds and in such currency and in such amounts as you may in your sole discretion require. 支付任何保證金的時間為關鍵要素, 如果 貴公司提出付款要求時未規定其他時間, 則本人(等)應於該要求提出之時起計 2 個小時內(或按 貴公司規定的更早時間)執行該要求。本人(等)亦同意於 貴公司要求時立即全額支付 就 貴公司任何賬戶所欠之任何金額。凡就保證金所作的的首筆及隨後存款和付款, 一律應為已過數的資金, 且 貴公司有絕對酌情權規定貨幣種類及金額。
- 11.3 Notwithstanding Clauses 11.1 and 11.2, in the event that it is, in the sole opinion of you, impracticable for you to make demands for additional Margin pursuant to Clause 11.1, including but without limitation, if the impracticability is due to a change or development involving a prospective change: 縱然第 11.1 及 11.2 條已有規定, 當 貴公司單方面認為按照第 11.1 條提出支付額外保證金要求並不可行, 當中包括但不限於, 若不可行是由於下列的轉變或發展已經或可能出現:
- 11.3.1 In the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion you likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong and/or overseas; or 本地、國際、國際金融體系、財經、經濟或政治環境或外地管制的狀況, 而此等已經或可能出現的轉變或發展已構成或 貴公司認為可能構成對香港及/或海外證券市場的重大或不良波動; 或
- 11.3.2 which is or may be of a material adverse nature affecting the condition or operations of me/us. 此等已經或可能出現的轉變或發展已經或可能在性質上嚴重影響本人(等)的狀況或運作。
- You shall be deemed to have made Margin calls for such form and/or amounts as you may determine and such Margin shall become immediately due and payable by me/us. 貴公司應被視作已經按照 貴公司決定的方式及/或金額提出保證金追收, 而該等保證金已經到期, 本人(等)須即時繳付。
- 11.4 You shall be entitled to revise Margin requirements from time to time in your absolute discretion. I/we shall be granted financial accommodation of up to such percentage as may be agreed from time to time of the market value of the collateral maintained with you. No previous Margin requirements shall establish in precedent and revised requirements once established shall apply to existing positions as well as to the new positions in the contracts affected by such revision. 貴公司有絕對酌情權不時更改保證金要求。本人(等)將獲得的財務通融, 財務通融的金額可為 貴公司所持抵押品市值的某一百分比, 該百分比由雙方不時協定。先前的保證金要求一律不作為不變之先例, 而經更改所影響的合約下的新持倉。
- 11.5 For the avoidance of doubt, failure by me/us to meet Margin calls made by you by the time prescribed by you or otherwise or any other accounts payable hereunder shall give you the right (without prejudice to other rights) to close the Account(s) and/or to close out any position in the Account(s) (as the case may be) without notice to me/us and to dispose of any or all securities held for or on behalf of me/us and to apply the proceeds and any cash deposit(s) to pay you all outstanding balances owing to you. Any monies remaining after that application shall be refunded to me/us. 為避免疑問, 本人(等)如未按 貴公司規定的時間或其他時間應 貴公司催促追加支付保證金或支付本協議任何其他應付賬, 貴公司即有權(並且無損其他權利)終止賬戶及/或將賬戶內任何持倉予以平倉(視乎情況而定)而不必通知本人(等), 並有權出售為本人(等)或代本人(等)所持的任何或全部證券, 用所得款項及任何現金或任何現金存款支付本人(等)欠 貴公司的一切金額。用餘的款項將退還本人(等)。
- 11.6 Nothing in this Agreement shall be construed as taking away or affecting any lawful claim, lien or other rights and remedies which you may have in respect of any money held in any bank account pursuant to Clause 7 or in respect of any money received or paid into such account. 本協議的任何規定都不應解釋為取消或影響 貴公司根據第 7 條對任何銀行賬戶所存任何款項或對該銀行賬戶所收到或獲支付的任何款項可擁有的任何合法索償權、留置權或其他權利及補救權。

- 11.7 For the avoidance of doubt, if a debit balance arises on any of my/our Account(s), you shall not be, nor shall you be deemed to be, obliged to make available or continue to make available any financial accommodation. In particular, but without limitation, the fact you permits a debit balance to arise in any Account(s) so debited shall not imply any obligation on the part of you to advance monies or incur any obligation on the my/our behalf on any subsequent occasion, but with prejudice to the obligations of me/us in respect of any debit balance which you do permit to arise.
為避免疑問，如果本人(等)的任何賬戶出現借方結餘，貴公司無義務而且不應被視為有義務提供或繼續提供任何財務通融。特別地(但不限於此)，貴公司允許任何賬戶出現借方結餘，不暗指貴公司有任何義務在任何隨後的情況下提供墊款或代本人(等)承擔任何義務，而本人(等)對貴公司所允許出現的任何借方結餘應有的義務不因此而受影響。
- 11.8 The parties agree that any securities deposited with, or otherwise provided by or on behalf of me/us to, you shall be securities collateral in favour of you. 協議雙方同意任何由本人(等)存入或以其他方式提供或代本人(等)存入或提供予公司的證券應為給予貴公司之證券抵押品。

12 Miscellaneous 一般規定

- 12.1 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.
倘貴公司沒有依照本協議書的規定履行對本人(等)的責任，本人(等)有權向根據【證券及期貨條例】成立的賠償基金索償，惟須受賠償基金不時的條款制約。
- 12.2 If I/we embark on trading US Securities, I/we shall carefully read through the Information Documentation For Clients on Pilot Programme For Trading US Securities issued by the Exchange as per Schedule "C" attached hereto.
若本人(等)開展買賣美國證券，本人(等)將會詳細閱讀附錄 C 所載聯交所發出予客戶參照的美國證券交易試驗計劃簡介。
- 12.3 I/We confirm that I/we have read and agree to the terms of this Agreement which have been explained to me/us in a language (English or Chinese) that I/we understand.
本人(等)確認本人(等)已詳閱並同意本協議書的條款，而且該等條款已經以本人(等)明白的語言(英文或中文)向本人(等)解釋。
- 12.4 I/we acknowledge that decision regarding the Transaction are made by me/us at my/our discretion and risk and without reliance on any advice from you. You shall not owe me/us any duty to advise on the merits or suitability of any Transaction.
本人(等)承認所有證券買賣全由本人(等)決定及承擔風險，並沒有依賴貴公司的意見。貴公司並無責任向本人(等)提供各證券買賣的利好性或適合性。
- 12.5 I/we hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on me/us, unless I/we object to in writing within such period of time as may be specified by you from time to time.
本人(等)在收到有關該帳戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若本人(等)沒有在貴公司不時規定的期間之內以書面提出異議，則該日結單、執行買賣報告及月結單或另類方式通知成為不可推翻，並對本人(等)有約束力。
- 12.6 The Authorization for Account Opening, Account Opening Information, Schedules and the Agreement will form one composite agreement.
本協議書所指的開戶授權書，開戶資料及附錄為本協議書的整體部份。
- 12.7 If I/we enter into Transaction in securities in a currency other than Hong Kong dollar currency, I/we shall reimburse your exchange loss (if any) and bank charges fully on demand for all expenses incurred by you on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction.
若本人(等)用非香港貨幣進行證券買賣，本人(等)須按貴公司的通知，即時支付貴公司的外匯兌換損失(如有)及銀行服務費及任何因找換外匯或香港貨幣所引致引的其他用費，找換外匯是以當日有關交易的外匯匯率計算。
- 12.8 New Client Agreement Requirements
As set out in the Consultation Conclusions on the Client Agreement Requirements published by Securities and Futures Commission on 8 December 2015 (the new Client Agreement Requirements), intermediaries must comply with important new Code requirements governing the contents of all client agreements (new paragraphs 6.2 and 6.5 of the Code), including incorporation of the following new clause:
新客戶協議規定
如證監會於 2015 年 12 月 8 日發表的《有關客戶協議規定的諮詢總結》(新客戶協議規定)所述，中介人必須遵守《操守準則》內規限所有客戶協議內容的全新重要規定(《操守準則》新修訂的第 6.2 及 6.5 段)，包括納入以下新條款：
"If we, CNI Securities Group Limited, solicit the sale of or recommend any financial product to you [the Client], the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause"
"假如我們，中國北方證券集團有限公司，向閣下[客戶]招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我可能要求閣下作出的聲明概不會減損本條款的效力。"

13 Liability and Indemnity 責任及彌償

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

14 Material Changes 重要變化

I/We hereby undertake to inform you in writing of any material changes in my/our Account Opening Information and you shall also undertake to inform me/us in writing of any material changes in your corporate particulars registration status, nature of services available, corporate management and your business which may affect your services to me/us.

本人(等)承諾用書信通知貴公司本人(等)開戶資料的重要變化，而貴公司亦承諾用書信通知本人(等)有關貴公司會影響對本人(等)服務的公司資料，在證監會的註冊身份，可提供客戶的服務、酬勞費用及業務等變化。

15 Personal Data (Privacy) 個人資料(保密)

- 15.1 Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.
雖然本人(等)預期貴公司將予該帳戶有關之事情保密，本人(等)謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，貴公司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。
- 15.2 I/We hereby declare that I/we have read the Notice on Personal Data pursuant to the Personal Data (Privacy) Ordinance referred to in Schedule "B" as attached to the Authorization for Account Opening.
本人(等)在此聲明本人(等)已詳閱關於開戶資料的附錄"B"，根據個人資料(私隱)條例發出的個人資料通告。

16 Term 有效期

The Agreement will come into effect on the date when any one of your directors signs the Agreement. The Account will not be closed unless in accordance with clause 15.

本協議書在貴公司之任何一名董事簽署之日期起開始生效，有效期持續至該帳戶按照條款 17 之規定被終止。

17 Termination 終止

- 17.1 The Account may be closed by you or by me/us at any time and for any reason forthwith upon written notice being given to the other party in accordance with clause 16 hereunder provided that all acts performed by you in accordance with my/our instructions prior to either party receiving written notice of such termination shall be valid and binding on me/us.
不論任何原因，任何一方一旦遵照條款 16 之規定向對方發出書面通知，帳戶即時結束。惟所有 貴公司在任何一方收到此書面結束通知前已依據本人(等)之指示而執行之任務，仍然有效及對本人(等)有約束力。
- 17.2 Upon termination all moneys owing from me/us to you shall immediately become due and payable and subject to payment of all such moneys, you are Authorized to deliver as soon as reasonably practicable any securities held in your or your agent's or nominee's name to me/us.
一旦本協議書終止，所有本人(等)欠負的債項即時變為到期應付。在繳清此等債項後，貴公司獲授權在合理切實可執行範圍內，盡速將該帳戶內以 貴公司(或其代理人或代名人)名義持有之證券，交付本人(等)。
- 17.3 If any Account is opened in joint names, such Account shall be held by the Account holders as joint tenant with rights of survivorship (with the balance of the Account belonging to the survivor). Each joint account holder irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. You are authorized to act upon the instructions of either of the joint Account holders; send confirmation advice, notices or other communications to either of the joint Account holders, or otherwise deal with either of the joint Account holders. Each of the joint Account holders shall be liable, jointly and severally, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of them.
任何以聯名開設之戶口，該等戶口之持有人會被視為聯名持有，並有續存權益(即戶口中的結餘會屬於去世方的另一方)。本人(等)無條件地委任另一方為戶口的代理人，以代表本人(等)處理戶口中之運作。貴公司會被授權按任何一方的指示運作本協議中規範之戶口；按照其指示處理戶口，並發出相關結單或通訊予聯名雙方之其中一方。聯名戶口中雙方的任何一方，會聯合或個別地，負上戶口中的任何責任，即使有關責任是由聯名人中其中一方所導致。

18 Notices 通告

- 18.1 All notices, demands and other communications and documents required to be given by you to me/us or by me/us to you in relation to the Account or connected therewith may be given by letter, telex, facsimile transmission, e-mail or telephone to the address or appropriate numbers.
所有涉及或與該帳戶有關而須由 貴公司發給本人(等)或本人(等)之通知書、追索書及其他傳訊及文件，均可以用書信、專用電報、圖文傳真、電郵或電話方式發送到該地址或適用號碼。
- 18.2 All notices, demands, communications and documents so sent by you to me/us shall be deemed to have been received by me/us and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated, and, in case by letter sent locally the day following the day deposited in the mail or sent by airmail overseas 72 hours after despatch and in case of telex or facsimile message or e-mail when the same is despatched.
所有以上述形式發出給本人(等)之通知書、追索書、通訊及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。
- 18.3 All notices, demands and other communications and documents sent by me/us to you shall not be effective until the same are actually received by you.
所有由本人(等)發出的通知書、追索書及其他傳訊及文件，由貴公司實際接收到始生效。

19 Amendments 修改

- 19.1 You shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as you consider necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is despatched to me/us.
貴公司有權對本協議書作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給本人(等)起生效。
- 19.2 No amendment made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Authorization for Account Opening, herewith, such as Account Opening Information, and the Schedules thereto will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.
貴公司對本協議書之條款所作之修改，及本人(等)向 貴公司提供的關於本協議書之資料的修改，例如，開戶資料，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。
- 19.3 I am/ We are responsible for reviewing all acknowledgements, confirmations, daily activities summaries and account statements in relation to my/our transactions and my/our account immediately upon receipt.
我們(等)有責任於收獲有關本人(等)戶口有關的通知書、確認書、日結單及結單時，馬上審閱。
All transactions and other information in any acknowledgements, confirmations, daily activities summaries or statements will be binding on me/us unless you receive notice of objection in writing or via electronic mail within 48 hours after my/our receive or are deemed to have received the same. You have the right to determine the validity of my/our objection to the relevant transaction or information.
除非本人於收獲通知書、確認書、日結單及結單 48 小時內，就其內容通過書面或電郵提出異議。否則該等文件上所列明的交易及其他資料，會對本人(等)有約束力。而 貴公司對本人(等)提出的異議，有最終的決定權。
Subject to any contrary legal or regulatory requirement, I/we agree to any daily activities summaries or other confirmations or statements to be in electronic form and further agree to receive them through electronic means.
除另有法例或法規要求外，本人(等)同意所有日結單或其他確認書或結單，都可以電子方式送出，而本人(等)亦同意從電子媒介中收取該等資料。

20 Severability 局限應用

Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內非法、無效、禁止實施或不能實施。

21 Assignment 轉讓

- 21.1 The benefit and burden of the Agreement is personal to me/us and shall not be capable of assignment by me/us without your consent.
本協議書範圍內之權益及責任，祇屬於本人(等)本身的權益及責任，未經 貴公司同意，本人(等)不得將其轉讓予他人。
- 21.2 We agree that you may transfer your rights and obligations under the Agreement without my/our consent.
本人(等)同意可轉讓 貴公司在本協議書下的權利和義務而不須取得本人(等)的同意。

22 Risk Disclosure Statement 風險披露聲明書

I/We hereby acknowledge:

本人(等)明白：

- (1) that in respect of securities trading, I/we understand that the prices of securities can and does fluctuate sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;
證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，本人(等)願意承擔此等風險。
- (2) that in respect of trading Growth Enterprise Market (GEM) stocks, I/we understand
 - (i) that such trading involve a high investment risk and, in particular, companies may list on GEM with neither a track record or profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that I/we shall make the decision to invest only after due and careful consideration;
本人(等)瞭解此等創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上

- 市。創業板股份可能非常波動及流通性很低。本人(等)會在審慎及仔細考慮後，才作出有關的投資決定；
- (ii) that the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;
創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者；
- (iii) that the current information on GEM stocks may only be found on the internet website operated by the Exchange and GEM Companies are usually not required to issue paid announcements in gazetted newspapers;
現時有關創業板股份的資料只可以在聯交所操作的互聯網網站上找到。創業板上市公司一般無須在憲報指定的報章刊登付費公告；
- (iv) that I/we should seek independent professional advice if I/we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks;
假如本人(等)對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明之處，應尋求獨立專業意見；
- (3) that there may be risks in leaving assets in your safekeeping, for example, if you are holding my/our assets and you become insolvent, I/we may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possible be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall and these are risks that I/we are prepared to accept;
存放款項或其他財產與 貴公司保管可能存在風險，若是 貴公司持有該款項或財產而無力償債時，本人(等)將有被延誤回收該等款項或財產，可能須受限於具體法例規定或當地的規則（若是存放在香港以外），而當地法例或規則不同於香港法章 571 的證券及期貨條例，只可收回按比例分配得來的款項或其他財產；
- (4) that there may be risks in providing you with an authority to hold mail or direct my/our mail to third parties and that it is important for me/us to promptly collect in person all execution reports, daily and/or monthly statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely manner;
若授權 貴公司，允許他人代存郵件或將郵件轉交予第三方，那麼本人(等)便須盡速親身收取所有關於帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤；
- (5) that in respect of trading Nasdaq-Amex securities at the Exchange, I/we understand that the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that I/we shall consult my/our licensed or registered person and become familiarised with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and
有關聯交所買賣納斯達克，按照納斯達克—美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本人(等)在買賣該項試驗計劃的證券之前，會先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。本人(等)知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管；及
- (6) that before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges for which I/we will liable, since these charges will affect my/our net profit (if any) or increase my/our loss.
在開始交易之前，本人(等)先要清楚瞭解本人(等)必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本人(等)可獲得的淨利潤(如有)或增加本人(等)的虧損。
- (7) that the risk of loss in financing a transaction by deposit of collateral is significant. I/we may sustain losses in excess of my/our cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. I/we 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, my collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our account and interest charged on my account. I/we should therefore carefully consider whether such a financing arrangement is suitable in light of my/our own financial position and investment objectives.
藉存放抵押品而為交易取得融資的虧損風險可能極大。我所蒙受的虧蝕可能會超過我存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。我可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如我未能在指定的時間內支付所需的保證金、款額或利息，我的抵押品可能會在未經我的同意下被出售。此外，我將要為我的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，我應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合我。
- (8) that trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or is not executed at all.
透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果我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我的交易指示不能根據指示執行，甚或完全不獲執行。

23 Interpretation 釋義

In this Agreement unless the context otherwise requires:-

本合約中，除文意另有所指外：

- (1) The expression “I/we” or “me/us” or “my/our” wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a Corporation firm include the Corporate and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.
“本人(等)”一詞，若指本協議簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人；若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人；若指獨資經營商號，則包括該商號主人、其遺囑執行人及遺產管理人、其生意繼承人；若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，尚有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合夥生意之繼承人；若指有限公司，包括有限公司之繼承人及受讓人。
- (2) “Securities” means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), warrants, debentures, unit trusts, mutual funds, bonds or notes of, or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority, as you may at your absolute discretion from time to time offer to deal in.
“證券”指各類普遍認為是證券的工具，包括但不限於股份、股票(上市及非上市者)，認股權證、債票、信託基金、互惠單位基金、債券或票據由註冊團體、非註冊團體或政府或當地政府發行，由 貴公司可不時提供來交易者。
- (3) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.
若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。
- (4) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.
凡表示單數之字眼包括複數含義，反之亦然；凡表示陽性之字眼亦包括陰性及中性含義。
- (5) Words importing persons shall include limited company (including local and foreign).
字義上所指的“人”(若適用)亦包括有限公司(本港者或海外者)。

24 Law 法律

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

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

SCHEDULE “A” 附錄 “A”

CNI Securities Group Limited (“the Company”) 中國北方證券有限公司 (“本公司”)

Notice on Personal Data 個人資料告示

This notice is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (“Ordinance”) in relation to the supply of client’s personal data to the Company for the opening or maintaining of client account(s) the Account for securities trading and related services with the CNI Securities Group Limited.

此告示是依照香港法例第 486 章個人資料 (私隱) 條例 (“條例”) 作出的。它是關於客戶在中國北方證券有限公司 (“本公司”) 開立或持續操作帳戶 (“帳戶”) 以作證券買賣及有關服務時向本公司提供個人資料的告示。

1. Purposes of Collection

收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client’s opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:-

客戶因在本公司開設或持續操作帳戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：

- (a) activities relating to the processing of client’s application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region (“HKSAR”) and overseas, or the processing of client’s application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);
與處理客戶申請開設及持續操作帳戶有關事宜，包括但不限於透過本港及海外的信貸報告或處理客戶向本公司申請給予信貸或「保證金」安排 (如適用)；
- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of client;
代購買、出售、投資、交易、收購、保管、處置及辦理各種證券等有關事宜；
- (c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission (“SFC”), the rules and regulations of The Stock Exchange of Hong Kong Limited (“the Exchange”) and Hong Kong Securities Clearing Company Limited (“the Clearing House”).
保存有關資料，以符合本港所制訂有關證券交易的條例及附屬規例、證券及期貨事務監察委員會 (“證監會”) 的守則，以及香港聯合交易所有限公司 (“聯交所”) 香港中央結算有限公司 (“中央結算”) 的規則及規例。

2. The Obligation to provide personal data

提供個人資料的責任

2.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料，本公司可拒絕為客戶開設或持續操作帳戶或提供有關的服務。

2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client’s obligations under the Ordinance.

鑒於客戶在條例下的責任，當向本公司提供個人資料時，客戶須確認所提供的資料正確。

3. Disclosure of Information

資料的披露

3.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company’s auditors such information as it requires to operate client’s account or execute client’s orders relating to the activities described in 1(b) above.

本公司如認為有需要，可向處理證券、期貨及期權結算的代理人或代名人、聯系入、個人或法團及本公司的核數師披露客戶開設帳戶的資料以運作客戶帳戶或執行上述 1(b) 所提及的事宜。

3.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例，證監會的守則，以及聯交所中央結算的規則，客戶所提供的個人資料，本公司可向聯交所中央結算，證監會及條例所界定的財經監管機構，根據法律有權查閱等資料的政府部門，其他監管機構、個人或法團等披露。

4. Access to Personal Data

查閱個人資料

In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request.

根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求。

5. Enquiries

查詢

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections, should be addressed to:-

如客戶對向本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函：-

CNI Securities Group Limited
26/F Times Media Centre, 133 Wan Chai Road, Wanchai, HK
Telephone: 2153 1666
Fax : 2153 1808

中國北方證券有限公司
香港灣仔灣仔道133號卓凌中心26樓
電話號碼 : 2153 1666
傳真號碼 : 2153 1808

SCHEDULE "B"

附錄 "B"

Fact Sheet On Pilot Programme for Trading US Securities

美國證券交易試驗計劃簡介 供交易所參與者客戶參照之資料文件

The information contained herein is provided as an investor service and to promote interest in the securities market. It is not intended under any circumstances that such information will constitute an invitation to the public to acquire, dispose of or subscribe for any securities under the Pilot Programme.

Investors should only consider participating in the Pilot Programme if they have sufficient means and resources to acquire and understand the relevant product and market information regarding the Programme.

本文所載資料乃作投資者服務及推廣證券市場之用，資料內容概不構成公眾購買、出售或申購試驗計劃下任何證券之邀約。投資者如欲參與試驗計劃，必須具備所需渠道和資源，足以購買並理解試驗計劃相關的產品和市場資訊。

● **Introduction**

引言

Under the Pilot Programme introduced in May 2000, a number of global securities listed on the National Association of Securities Dealers Automatic Quotations (Nasdaq) and the American Stock Exchange (AMEX) (currently part of the NYSE Group, Inc. (NYSE Group)) have been admitted to trading on the Hong Kong stock market.

在二〇〇〇年五月推出的「試驗計劃」中，一些在美國全國證券交易商協會自動報價系統 (Nasdaq) 或美國證券交易所 (AMEX) (現時為紐約證券交易所集團旗下 (紐約證券交易所集團)) 上市的環球證券被納入在香港市場買賣。

● **Main Characteristics of Pilot Programme Securities**

試驗計劃證券的主要特點：

- ◇ **Have no public offering in Hong Kong (HK)**
不會在香港作公開發售
- ◇ **Listed on Nasdaq or AMEX (currently NYSE)**
目前都在Nasdaq 或 AMEX (即現時的紐約證券交易所) 上市
- ◇ **May also include a number of exchange traded funds (ETFs)**
可能包括多隻交易所買賣基金；
- ◇ **Not regulated as listings on the Stock Exchange's Main Board or on the Growth Enterprise Market (GEM)**
並非以聯交所主板或創業板上市的身份受監管
- ◇ **Admitted into the Stock Exchange for trading only**
試驗計劃證券在聯交所只屬掛牌買賣
- ◇ **Trading of PP securities is regulated by HK law and Stock Exchange rules. In particular, the securities are subject to the market manipulation provisions of the Securities Ordinance**
試驗計劃中之證券的買賣必須依據香港法例及聯交所規則進行，有關證券尤其受到《證券條例》中關於市場操控的條文所監管
- ◇ **In general, suspension and resumption of trading will follow that of the home market but the Hong Kong Securities and Futures Commission (SFC) and the Stock Exchange retain the right to suspend, halt trading and remove any security from trading;**
一般而言，試驗計劃中之證券的停牌、復牌決定會跟隨其本土市場，但 香港證券及期貨事務監察委員會 (證監會) 及聯交所均保留對任何證券作出暫停買賣、停止買賣及除牌決定的權利；

● **Trading and Settlement Arrangement**

交易及交收安排

- ◇ **Trading currency** PP securities are either traded and settled in HK or in US dollars.
交易貨幣 試驗計劃中之證券會以港元或美元進行買賣及交收。
- ◇ **Stock codes** Stock codes are within the 4331 to 4338 range.
股份代號 代號將編配在4331至4430之間。
- ◇ **Board lots** Each board lot may range from 10 to 100 shares depending on the price of the securities at the time of admission to trading.
買賣單位 買賣單位由每手10 股至100 股不等，視乎證券在掛牌時的價格而定。
- ◇ **Trading spread** Trading spread follows those of HK securities
交易價位 交易的價位與香港證券相同。
- ◇ **Short selling** PP securities are eligible for short selling with the tick rule.
賣空 試驗計劃中之證券可根據賣空價規則進行賣空。
- ◇ **Settlement** Settlement period is T+2 while the US settlement period is T+3. ITS may be applied to certain securities.
交收 這些證券在聯交所成交的交易一概由香港中央結算有限公司 (香港結算) 的中央結算及交收系統 (中央結算系統) 於T+2 作持續淨額交收。在美國，交收期限則為T+3。
- ◇ **CCASS rules** All the latest Hong Kong Securities Clearing Company Limited (HKSCC) rules for clearing, settlement, custodian and nominee services apply to the PP securities.
中央結算系統規則 中央結算系統規則中有關結算、交收、託管商及代理人服務的規定將適用於試驗計劃中的所有證券。
- ◇ **Trading mechanism** Trading will be carried out through the Stock Exchange's Automatic Order Matching and Execution System (AMS) under an order-driven and automatching mechanism. Designated market makers for PP securities may participate in AMS to provide two-way prices on the AMS order book.
交易機制 交易是以買賣盤帶動 及自動對盤的方式，透過聯交所的自動對盤及成交系統 (AMS) 進行。試驗計劃的指定市場莊家可透過AMS，提供買賣盤的雙向報價。
- ◇ **Trading by overseas investors** Overseas investors should comply with the applicable regulatory restrictions in their country of domicile governing purchases or sale of overseas securities prior to trading the PP securities on the Stock Exchange.
海外投資者進行證券交易 海外投資者在參與買賣聯交所的試驗計劃中的證券之前，應先了解並遵守其所在國家有關買賣海外證券的監管條例。

● Information Dissemination and Disclosure of Financial Information

資訊發布以及財務資料的披露

Information / filings relating to the PP issuers may be obtained from multiple sources which may operate on a best endeavour basis. 試驗計劃中各發行人的資料 / 存檔之傳遞方式並無任何硬性 規定，這方面的資料可從多方面的渠道取得

Issuers' disclosure may be obtained from :

發行人的資料披露可從以下渠道取得：

- ◇ PP securities' US market data are available on the issuers' websites, Nasdaq or Amex website (currently NYSE website) Nasdaq's website (www.nasdaq.com), Amex's website (www.amex.com) (Note: Amex is currently part of NYSE Group and its website is www.nyse.com) and other third party websites;
發行人的網頁、Nasdaq 的網頁 (www.nasdaq.com)、AMEX 的網頁(www.amex.com) (註：美國證券交易所現時為紐約證券交易所集團旗下，網頁為(www.nyse.com)) 及其他網頁；
- ◇ EDGAR, the Electronic Data Gathering, Analysis and Retrieval system website (www.sec.gov), which contains all US issuers' filings to the US Securities and Exchange Commission.
「電子數據收集、分析及檢索系統」(EDGAR) 的網頁 (www.sec.gov)，內載所有美國發行人上呈美國證券交易委員會的檔案資料。

Note: Similar to its US counterpart, the Stock Exchange is not in a position to verify the accuracy of the information disclosed; news reports and analysis reflect the views of its authors or commentators.

註：聯交所像美國當地的交易所一樣，並不負責核實有關的披露資訊是否準確。任何第三方的報告及分析只反映原作者或評論人士本身的意見。

- ◇ Investors who purchase PP securities on the Stock Exchange will receive issuers' documents from HKSCC via their brokers or directly if they are Investor Participants when such documents are made available to HKSCC.
凡在聯交所購入試驗計劃中之證券的投資者，香港結算會在收到有關的發行人文件後轉寄其中屬投資者戶口持有人的人士，又或透過經紀轉交非投資者戶口持有人的人士。
- ◇ Trading data of PP securities in HK:
香港就試驗計劃中之證券所提供的交易之數據：
 - ◇ Market prices and turnover of the PP securities traded on the Stock Exchange can be accessed through brokers, newspapers and information service providers similar to that of HK securities.
試驗計劃中之證券在聯交所的市價及成交資料可透過經紀、報章及其他資訊服務供應商等渠道查索，情況與香港證券相似。
 - ◇ PP securities' US market data are available on the Nasdaq or Amex website (currently NYSE website).
Nasdaq 或 Amex 的網頁 (即現時紐約證券交易所的網頁) 均有提供試驗計劃中之證券在美國市場的數據。
 - ◇ PP securities' US market closing prices and turnovers are disseminated by the Stock Exchange to Exchange Participants and information vendors.
聯交所會向交易所參與者及資訊供應商發布試驗計劃中之證券在美國市場的收市價及成交資料。

● Share Registration and Other Services

證券登記及其他服務

- ◇ Shareholders can transfer their securities in the US for sale in HK and vice versa via brokers and HKSCC participants.
股東可透過經紀及香港結算參與者將其美國的證券調撥來港出售，反之亦可。
- ◇ PP issuers do not have share registrar in HK and all PP securities in HK are held under HKSCC's account with the US Depository Trust Company (DTC). Owners of these PP securities in HK are not registered shareholders but have beneficial interest in the securities.
試驗計劃中之證券的發行人在香港毋須設有股份過戶處，所有在香港的試驗計劃中之證券均存放於香港結算在美國存管信託公司 (DTC) 的戶口內。這些證券在香港的擁有人並非註冊股東，但擁有證券的權益。
- ◇ All owners of PP securities may request issuance of physical scrips, if available, indirectly through HKSCC. The issuance process normally takes much longer time than HK securities. HKSCC does not offer deposit service for PP securities and physical scrips of PP securities can only be deposited through brokers offering such services.
所有試驗計劃中之證券擁有人可間接經香港結算要求發放股票證書 (如已備妥)，但發放程序需時一般遠超過香港股票。香港結算並沒有為這類證書提供寄存服務，擁有人只能向提供此等服務的經紀寄存股票證書。
- ◇ Beneficial owners of PP securities held under HKSCC participants can collect their dividends, if any, in either HK or US dollars, at their option. However, for dividend collection, HKSCC may require beneficial owners to declare whether they are US taxpayers, for reporting to the relevant US authorities.
將試驗計劃中之證券存放於香港結算參與者的實益擁有人可選擇收取港元或美元股息 (如有)，但香港結算可能會要求股東在收取股息時申報是否美國納稅人，以便向美國當局匯報。
- ◇ As the Stock Exchange is not providing trading counters for warrants, rights or debt issues of PP securities, beneficial owners of these securities, if declared by the issuer, may transfer them to brokers or custodians who are DTC participants or sell or redeem them in the US market via HKSCC as part of its nominee service.
聯交所並沒有就試驗計劃中之證券提供認股權證、供股權或債券的交易，如果發行人派出此等證券，這些額外證券的實益擁有人可將證券過戶至本身是DTC 參與者的經紀或託管商，又或透過香港結算代理人服務在美國市場出售或贖回。

SCHEDULE “C” 附錄 “C”
Consent for the Collection of and Handling of Personal Data 個人資料收集及處理同意書

Purposes and consent of use of personal data: Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transactions Reporting Regime (OTCR)

Please refer to the “Information for investors” section of the SFC’s website for more information about the SFC HKIDR

Client Consent

You acknowledge and agree that we, CNI Securities Group Limited may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)) as required for us to provide services to you in relation to securities listed or traded on the Stock Exchange of Hong Kong (SEHK) and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC) in effect from time to time. Without limiting the foregoing, this includes –

- a) disclosing and transferring your personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;
- c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements; and
- d) providing BCAN to Hong Kong Securities Clearing Company Limited (HKSCC) allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store your CID and transfer your CID to the issuer’s share registrar to enable HKSCC and/ or the issuer’s share registrar to verify that you have not made any duplicate applications for the relevant share subscription and to facilitate IPO balloting and IPO settlement; and (ii) process and store your CID and transfer your CID to the issuer, the issuer’s share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing your application for the relevant share subscription or any other purpose set out in the IPO issuer’s prospectus.

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

個人資料使用目的：香港投資者識別碼制度及場外證券交易匯報制度

證監會的投資者識別碼制度（HKIDR）詳情請見相關證監會專題網頁的投資者資訊一欄。

客戶同意函

閣下明白並同意，我們中國北方證券集團有限公司為了向閣下提供與在香港聯合交易所（聯交所）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（證監會）的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與閣下有關的個人資料（包括閣下的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中 包括—

- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下的個人資料（包括客戶識別信息及券商客戶編碼）；
- (b) 允許聯交所：(i) 收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用有關資料進行分析；及
- (c) 允許證監會：(i) 收集、儲存、處理及使用閣下的個人資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及 (ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料；及
- (d) 向香港中央結算有限公司（香港結算）提供券商客戶編碼以允許香港結算：(i)從聯交所取得、處理及儲存允許披露及轉移給香港結算屬於閣下的客戶識別信息，及向發行人的股份過戶登記處轉移閣下的客戶識別信息，以便核實閣下未就相關股份認購進行重複申請，以及便利首次公開招股抽籤及首次公開招股結算程序；及(ii)處理及儲存閣下的客戶識別信息，及向發行人、發行人的股份過戶登記處、證監會、聯交所及其他公開招股的有關各方轉移閣下的客戶識別信息，以便處理閣下對有關股份認購的申請，或為載於公開招股發行人的招股章程的任何其他目的。

閣下亦同意，即使閣下其後宣稱撤回同意，我們在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。

閣下如未能向我們提供個人資料或上述同意，可能意味著我們不會或不能夠再（視情況而定）執行閣下的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取閣下現有的證券持倉（如有）除外。