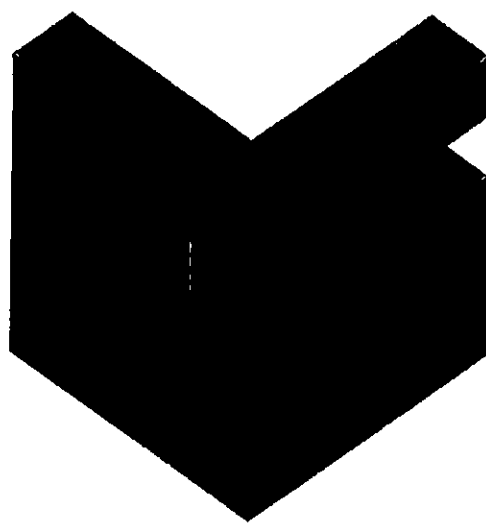


Terms and Conditions of Cash Trading Agreement

現金交易之條款及守則



**ENLIGHTEN**

ENLIGHTEN SECURITIES LIMITED

名匯證券有限公司

SFC Central Entity No. / 證監會中央編號：AEF482

## Terms and Condition of Cash Trading Agreement

These terms and conditions set out the rights and obligations of you (the "Client") and us, Enlighten Securities Limited (the "Broker"), in connection with the operation of your cash account(s) opened or be opened with us for dealing in purchase and/or sale of Securities. All the terms and conditions below are legally binding, so please read them carefully or seek legal professional advice before you agree to be bound by them.

### 1. Interpretation

1.1 In this Agreement, unless the context requires otherwise:

"Account" means any one or more cash trading account(s) opened, maintained and operated by the Client with the Broker from time to time for use in connection with the purchases, sales, holdings or other dealing in Securities and other financial products effected through the Broker on behalf of the Client;

"Agreement" means these terms and conditions, Risk Disclosure Statement, the circular to Client relating to Personal Data (Privacy) Ordinance, and Client Information Form which shall be read together as one agreement as original executed or thereafter may from time to time be amended or supplemented;

"Broker" means Enlighten Securities Limited;

"Broker's Group Company" means the ultimate holding company of the Broker and each and every subsidiary of such holding company;

"Client" means any individual, firm or company under the Account whose particulars are set out in Client Information Form;

"Client Information Form" means the form to open an account duly completed and signed by the Client as well as all those documents furnished by the Client in support of the application for opening an account with the Broker;

"Licensed Corporation" means Enlighten Securities Limited, which is a licensed corporation (CE No.: AEF482), licensed by the SFC under the SFO to carry out Type 1 - dealing in securities regulated activities;

"Exchange" means the Stock Exchange of Hong Kong Limited or, where applicable, any other stock

exchanges outside Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Transactions" include instructions given by the Client, which in any way relate to purchases, sales, holdings or other dealings in Securities and other financial products effected through the Broker on behalf of client, arise out of and/or are in connection with the Account, whether such instructions are given orally, in writing, by facsimile, telex and/or by electronic means;

"Securities" include the meaning in Schedule 1 of the Securities and Futures Ordinance, but leave no room for doubt, shall also include warrants, B shares, unlisted securities (including mutual funds), securities to be listed on the Stock Exchange and securities listed and/or traded on any Exchange;

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

"SFC" means the Securities and Futures Commission;

"Stock Exchange" means the Stock Exchange of Hong Kong Limited;

1.2 Words importing the singular shall include the plural and vice versa.

### Whereas

1. The Client is desirous of opening one or more cash accounts with the Broker for the purpose of trading in securities; and
2. The Broker agrees that it will open and maintain such cash account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement.

### NOW IT IS HEREBY AGREED as follows:-

#### 1. The Account

1.1 The Client confirms that the information provided in the Client Information Form is complete and accurate. The Client will inform the Broker of any changes to that information. The Broker is authorized to conduct credit enquires on Client to verify the information provided.

1.2 Whilst Client expects the Broker to keep confidential all matters relating to their account, Client hereby expressly agrees that the Broker may be required to disclose their details to the relevant exchanges, the SFC, government agencies, or to any persons pursuant to any court orders or statutory provisions. The Broker will comply with such requests without notices to or consent from Client.

## 2. Laws and Rules

That all transactions with respect to securities made for and on 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 Client's instructions on the floor of the Stock Exchange or any stock exchange in another country shall be subject to a transaction levy and any other levies that the Stock Exchange or the relevant overseas stock exchange from time to time may impose and the Broker is hereby authorized to collect any such levies in accordance with the rules prescribed by the Stock Exchange or the relevant overseas stock 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 Client and the Broker in respect of transactions concluded on Client's instructions.

## 3. Transactions

3.1 The Broker will act as Client's agent in effecting Transactions unless the Broker indicates (in the contract note for the relevant Transaction or otherwise) that it is acting as principal.

3.2 The Client shall notify the Broker when a sale order relates to securities which the Client does not own i.e. involves short selling.

3.3 Unless otherwise agreed, in respect of each Transaction, unless the Broker is already holding cash or securities on Client's behalf to settle the Transaction, Client shall

- pay the Broker cleared funds or deliver to it securities in deliverable form or
- otherwise ensure that the Broker has received such funds or securities

by such time as the Broker has notified Client in relation to that Transaction. If Client fails to do so, the Broker may

- in the case of a purchase Transaction, sell the purchased securities and
- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

3.4 The Client shall be responsible to the Broker for any losses and expenses resulting from settlement failures.

3.5 Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against Client) at such rates and on such other terms as the Broker has notified Client from time to time. Client understands that the current rate applicable to the Account is the Hong Kong and

Shanghai Banking Corporation Limited quoted prime rate + \_\_\_\_\_ %.

3.6 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Broker has to purchase securities to settle the Transaction, Client shall not be responsible to the Broker for the costs of such purchase.

## 4 Set off, Lien and Combination of Accounts

4.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Broker may be entitled under laws or this Agreement, all securities, receivable monies and other property of Client (held by Client either individually or jointly with others) held by or in the possession of the Broker at any time shall be subject to a general lien in favor of the Broker as continuing security to offset and discharge all of Client's obligations arising from the Transactions to the Broker and any companies or body corporate which are the Broker's direct or indirect holding companies, subsidiaries or affiliated companies in Hong Kong or elsewhere (the "Associate").

4.2 In addition and without prejudice to any general liens or other similar rights which the Broker may be entitled under law or this Agreement, the Broker for itself and as agent for any of its Associates, at any time without notice to Client, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, with the Broker or any of its Associates and the Broker may set off or transfer any monies, securities or other property in any such accounts to satisfy obligations or liabilities of Client to the Broker or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

4.3 Without limiting or modifying the general provisions of this Agreement, the Broker may, without notice, transfer all or any such or properties interchangeably between the accounts of the Broker and its Associates.

## 5. Default

If, in the Broker's opinion, Client has breached any material terms of this Agreement; or any of Client's representations, warranties or undertakings to the Broker was or become incorrect in any material respect; or Client has defaulted in respect of any transactions with the Broker or its Associates; or any warrant or order of attachment or distress or equivalent order is issued against any of Client's accounts with the Broker or its Associates; or a petition in bankruptcy is filed against 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 Client should be so wound up, all amounts owing by Client to the Broker or its Associates together with interest will become immediately payable without notice or demand and the Broker will be entitled at its absolute discretion without prejudice to sell or realize all or any part of Client's securities or assets held by the Broker or its Associates and satisfy all Client's obligations towards the Broker or its Associates with the net sale proceeds after deducting all fees, commissions, expenses and costs thereof; and/or withdraw or cancel all Client's open order instructions; and/or close out any/all Client's open positions; and/or exercise any of the Broker's rights under this Agreement. The Broker and its

Associates shall not be liable for any loss originated from taking the above actions and, due to Client's default, Client may suffer whereas the price obtained by the Broker for the above actions will be conclusive.

## **6. Commission and Expenses**

6.1 The Client shall on demand pay the Broker commission on purchase, sale and other transactions for the Account at such rates as the Broker may, from time to time, have notified the Client. The Broker 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.

6.2 The Client acknowledges and agrees that the Broker 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 standard commissions charged by brokers or other agents to their clients.

## **7. Safekeeping of securities**

7.1 Any securities which are held by the Broker for safekeeping may, as soon as reasonably practicable:

- (in the case of registrable securities) be registered in the Client's name or in the name of the Broker's nominee; or
- be deposited in Hong Kong into a segregated account, designated as a trust/client account and established and maintained by the Broker or its associate entity in Hong Kong for the purpose of holding client securities with any authorized financial institution, or any approved custodian by SFC, or any intermediaries licensed for dealing in securities.

7.2 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 Broker, be credited to Client Account or paid to Client, as agreed with the Broker, where the securities form part of a larger holding of identical securities held for the Broker's clients, Client shall be entitled to the same share of the benefits arising on the holdings of the total holding.

## **8. Cash held for Client**

8.1 Any cash held for Client, other than cash received by the Broker in respect of Transactions and which is on-paid for settlement purposes or to Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time.

8.2 For the purpose of section 149 of the SFO, the Client hereby agrees that the Broker shall be entitled to receive for its own benefit all sums derived by way of interest on all amounts held in the Account for or on account of the Client.

## **9. Client identity Rules**

If 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 its clients, Client hereby agrees that, in relation to a transaction where the Broker has received an enquiry from the Stock Exchange and/or the SFC (the "Hong Kong Regulators"), the following provision shall apply:

a) Subject to as provided below, Client will immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address, occupation and contact details 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 Client is/are transacting) and (so far as known to Client) of the person with the ultimate beneficial interest in the transaction. Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.

b) If Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address and contact details of the person who, on behalf of the scheme, account or trust, instructed Client to effect the transaction.

## **10. Suspensions and Termination**

10.1 The Broker reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend the operation of the Account and/or any services to the Client under this Agreement.

10.2 The rights and obligations of the Client and the Broker in respect of the Account may be terminated on at least seven (7) Business Days written notice given at any time by the Client to the Broker (or vice versa) without prejudice to any rights, powers or duties of the Broker 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.

## **11. Communications**

All notices, demand, statements and any other communications and documents (collectively "Communication") required or permitted to be given to the Client may be sent by hand, post, facsimile, telephone or electronic mail to the address for communications specified in the Client Information Form or as notified to the Broker from time to time. All Communication shall be deemed to have been received by the Client (i) 48 hours after posting domestically if sent by post and (ii) at the time of transmission from the Broker if delivered by facsimile, telephone or electronic mail and no such Communication needs to be signed on behalf of the Broker.

## **12. General**

12.1 If the Broker fails to meet its obligations to Client pursuant to this Agreement, Client shall have a right

to claim under the Compensation Fund established under the SFO, subject to the terms of the Compensation Fund from time to time.

- 12.2 The Broker will notify Client of any material changes in respect of its business which may affect the services it provides to me/us.
- 12.3 To the extent permitted by law, the Broker may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from the Client and such amendments shall come into effect immediately upon Client's deemed receipt of the Broker's notice. The Client acknowledges and agrees that if Client does not accept any amendments as notified by the Broker from time to time, the Client shall have the option to terminate this Agreement by given a written notice to the Broker.
- 12.4 The Broker is an exchange participant of the Stock Exchange and is licensed to conduct Type 1 (dealing in securities) regulated activity under SFO with CE number of AEF482.
- 12.5 Client confirms that Client has read and agreed to the terms of this Agreement, which have been explained to Client in a language that Client understands.
- 12.6 In the event of any difference in interpretation or meaning between the Chinese and English version of this Agreement, Client agree that the English version shall prevail.
- 12.7 This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.
- 12.8 The Broker shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under this Agreement to any third party as it thinks fit and without having to notify the Client or obtain the Client's consent. The Client shall not assign, transfer or dispose of the Client's rights, interests or obligations in or under this Agreement to any third party without the prior written consent of the Broker.

## RISK DISCLOSURE STATEMENTS

The following risk disclosure statements are provided pursuant to paragraph 6 of the Code of Conduct for Persons Licensed with the Securities and Futures Commission.

### 1. RISK OF SECURITIES TRADING

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

### 2. RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

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

*You should make the decision to invest only after due and careful consideration. The greater risk profile*

*and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.*

*Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.*

*You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM Stock.*

### 3. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

*Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made there under. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.*

### 4. RISKS OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

*If you provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.*

### 5. RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

*The securities under the NASDAQ-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.*

## Circular to Clients Relating to Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for clients to supply the Group with 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 data are collected pursuant to laws, regulations, rules or codes binding on the Broker or any Broker's Group Company.
2. Failure to supply such data may result in the Broker being unable to open or continue accounts or establish or continue credit facilities or provide securities brokerage, nominee and investment advisory services.

3. It is also the case that the data are collected from clients in the ordinary course of the continuation of the business relationship.
4. The purpose for which data relating to a client may be used are as follow:-
  - the daily operation of the services and credit facilities provided to clients;
  - conducting credit checks;
  - assisting other financial institutions to conduct credit checks;
  - designing financial services or related products for clients' use;
  - marketing financial services or related products;
  - determining the amount of indebtedness owed to or by clients;
  - collection of amount outstanding from clients and those providing security for clients' obligation;
  - meeting the requirements to make disclosure under the requirements of any laws, regulations, rules, codes binding on the Broker or any Broker's Group Company; and purposes ancillary or relating thereto.
5. Data held by the Broker relating to a client will be kept confidential but the Broker may provide such information to the following parties within or outside Hong Kong to the extent permitted by law:-
  - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, printing or other services to the Broker in connection with the operation of its business;
  - any other companies within the Broker's Group Company, including the parent company;
  - any other person under a duty of confidentiality to the Broker including a company of the Broker's Group Company which has undertaken to keep such information confidential;
  - any financial institution with which the client has or proposes to have dealings;
  - any actual or proposed assignee of the Broker or participant or sub-participant or transferee of the Broker's rights in respect of the client;
  - any other person when we are compelled to make disclosure under the requirements of any laws binding on the Broker or any of Broker's Group Company;
  - any person with the client's express or implied consent;
  - any person in the event that the Broker's interests require disclosure; and
6. In the course of performing our duties, the Broker may, as permitted by law, match, compare, transfer or exchange any personal data provided by the client, or hereafter obtained, for these or any other purposes by the Broker, 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.
7. Under and in accordance with the terms of the Ordinance, any individual:-
  - Has the right to check whether the Broker holds data about him/her and the right of access to such data;
  - Has the right to require the Broker to correct any data relating to him/her which is inaccurate;
  - Has the right to ascertain the Broker's policies and practices in relation to data and to be informed of the kind of personal data held by the Broker.
8. In accordance with the terms of the Ordinance, the Broker has the right to charge a reasonable fee for the processing of any data access request.
9. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:-
 

The Data Protection Officer  
 Enlighten Securities Limited  
 6/F Jubilee Centre,  
 18 Fenwick Street / 46 Gloucester Road,  
 Wanchai, Hong Kong.

## 名匯證券有限公司

## 現金交易之條款及守則

## 現金交易之條款及守則

本條款及守則就閣下(「客戶」)使用於名匯證券有限公司(「經紀」)已開立或即將開立的交易帳戶,依據現金交易方式買賣及處理證券(定義詳見下文),列出閣下和經紀各自的權利和義務。以下所有條款及守則均具有法律約束力,故此閣下在同意接受該等條款和守則約束前,請先仔細閱讀清楚及徵求獨立的意見。

### 1. 釋義

#### 1.1 在本條款及守則中:

「戶口」	指已在經紀開立的現金交易帳戶,用以支配經紀代表客戶進行證券買賣或持有或買賣其他金融產品;
「本合約」	指本條款及守則,經紀所發出的關於風險披露聲明書,個人資料(私隱)條例客戶通告及客戶資料表(上述文件應合併理解為一份協議);
「經紀」	指名匯證券有限公司;
「經紀之集團公司」	指經紀的最終控股公司及該控股公司的每間附屬公司;
「客戶」	指任何個人、公司或商行的帳戶,其資料詳載於客戶資料表;
「客戶資料表」	指客戶填寫及簽署的開立交易帳戶,並包括客戶向經紀申請開立帳戶而提供的所有文件;
「持牌法團」	指名匯證券有限公司已獲證券及期貨事務監察委員會根據〈證券及期貨條例〉獲發牌照(CE No.: AEF482)進行第一類-證券交易的受規管活動;
「交易所」	指香港聯合交易所有限公司或(若適用)香港境外的任何其他證券交易所;
「香港」	指中華人民共和國香港特別行政區;
「指示」	包括客戶在任何方面有關本戶口及有關連及/或引致而發生證券買賣或持有或買賣其他金融產品。不論以口頭、書面、傳真、電傳及/或電子方式發出有關指示;
「證券」	包括證券及期貨條例附表1之涵義,但為免產生疑問,亦包括認股權證、B股、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交易所上市及

/或買賣的證券;

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

「證監會」指證券及期貨監察委員會;

「聯交所」指香港聯合交易所有限公司。

#### 1.2 單數名詞亦包括其眾數詞義,反之亦然。

鑑於:

1. 客戶欲於經紀處開立一個或多個現金帳戶,用以進行證券買賣;及
2. 經紀同意開立及維持該現金(等)帳戶,並以客戶之代理人身份,根據本協議之條款,進行證券買賣。

現雙方協議如下:

#### 1. 賬戶

1.1 客戶確認「客戶資料表」所載資料均屬完整及正確。倘該等資料有任變更,客戶將會通知經紀。客戶特此授權經紀對客戶的信用進行查詢,以核實上述表格所載資料。

1.2 雖然客戶預期經紀保持一切客戶的賬戶資料機密,唯客戶仍明確同意經紀可能有需要向有關機構如交易所、證監會、政府當局或根據任何法院命令或成文法規要求,將客戶資料披露。而經紀將毋須知會客戶或取得客戶的同意而遵守上述要求。

#### 2. 法例及規則

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)有關交易及交收之規則),並須遵守政府或監管機構不時頒佈之所有適用法例、規則及法令之規定。為免引起懷疑,依客戶指示在聯交所或其他國家的證券交易所之交易大堂完成之交易須交易徵費及由聯交所或上述證券交易所不時徵收的任何其他費用。經紀謹此獲授權根據聯交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,聯交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),對經紀及客戶均具約束力。

#### 3. 交易

3.1 除經紀(在有關交易的成交單或其他合約單據內)註明以自已本身名義進行交易外,經紀將以客戶代理人身份進行交易。

3.2 倘沽盤是有關非由客戶擁有的證券,即涉及賣空交易,客戶將會通知經紀。

3.3 就每一宗交易,除有協議外或除非經紀代客戶持有現金或證券供交易交收之用,否則客戶會在經紀就該項交易通知客戶的期限之前



- 向經紀交付可即時動用的資金或可以交付的證券,或
  - 以其他方式確保經紀收到此等資金或證券。
- 倘客戶未能這樣做,經紀可以
- (如屬買入交易) 出售買入的證券,及
  - (如屬賣出交易) 借入及/或買入證券以進行交易的交收。
- 3.4 客戶會負擔經紀因客戶未能進行交收而引起的任何損失及開支。
- 3.5 客戶同意就所有逾期未付款項(包括對客戶裁定的欠付債務所引起的利息),按經紀不時通知客戶的利率及其他條款支付利息。客戶明瞭此適用於本戶口之利率為香港上海滙豐銀行有限公司最優惠利率+ \_\_\_\_\_ %。
- 3.6 就買入交易而言,倘賣方經紀未能於交收日內交付證券,導致經紀須買入證券進行交收,客戶毋須為買入該等證券的費用向經紀證券負責。
- 4 抵銷,留置及賬戶合併
- 4.1 除了凡是經紀依據法律或本協議享有的一般留置權,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,凡經紀在任何時候持有的或在經紀手中的(由客戶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上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經紀及有關其位於香港或其他地方的直接或間接控股公司,附屬公司或關聯公司(「聯營公司」)。
- 4.2 除了凡是經紀依據法律或本協議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,經紀為了其自己(並以代理人身份為其任何聯營公司),在任何時候均可在不通知客戶的情形下,將客戶在經紀或其聯營公司處開設之任何性質的任何或所有賬戶(不論是個人的還是與其他人聯名的)進行合併或整合,經紀可以進行抵銷或轉移任何前述賬戶項下任何資金,證券或其他財產,以履行客戶對經紀或其聯營公司的義務或債務,不論這些義務和債務是實有還是或有的,不論是主債務,主債務還是從債務,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。
- 4.3 在既不限制也不修改本協議一般性條文前提下,凡屬任何賬戶和其聯營公司任何其他賬戶間可以互換的任何或所有的證券或財產,經紀可不發出通知就予以轉移。
5. 失責
- 若經紀認為客戶已經違反本協議書之任何主要條款,或客戶之前向經紀對任何要項所作之陳述,保證或承諾為不正確或其後變成不正確,或客戶曾總對透過經紀或其聯營公司的交易出現失責,或客戶在經紀或其聯營公司開設的賬戶遭人發出任何財物扣押令或已通過議案,或已召開會議審議一項指稱客戶應予以清盤的議案的情況下,客戶欠下經紀或

其聯營公司所有款項,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,經紀可即時行使絕對酌情權及在不影響其擁有的任何權利的情況下,沽售或套現由經紀為客戶或經紀之聯營公司保管的全部/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)用以履行客戶對經紀或其聯營公司的義務。此外,經紀可取消客戶的任何仍未執行的買賣指示,及/或為客戶平倉,及/或行使經紀在此協議書所賦予之任何權利。經紀或其聯營公司毋須因客戶之失責而導致經紀或其聯營公司在採取上述之行動時而使客戶蒙受任何損失負責;並因上述行動所取得的價位具最終決定效力。

## 6. 佣金與支出

- 6.1. 客戶同意在要求下即時交付予經紀為戶口進行買入、賣出及其他交易而徵收之佣金,該佣金按經紀不時通知客戶的收買率或經紀以其他方式指定為適用於該戶口的收買率計算。經紀有權從戶口中提取款項以支付根據本條款應付的所有佣金及支付與戶口或與戶口所持之任何證券、應收帳項或金錢或與該等證券、應收帳項及金錢的任何交易有關連的或有關乎的一切印花稅、收買、過戶費、登記費、利息、徵費及其他支出。

- 6.2 客戶知悉及同意經紀可以行使其絕對酌情權,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,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標準佣金內回扣的金錢。

## 7. 證券的保管

- 7.1 由經紀寄存為保管的任何證券,在合理地切實可行的範圍內盡速:

- (如屬可註冊證券)以客戶的名義或以經紀的代理人名義註冊;或
- 存放於經紀或有聯繫實體為持有客戶證券,在香港開立及維持指定為信託賬戶或客戶賬戶的獨立賬戶,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其他中介人。

- 7.2 倘證券未以客戶的名義註冊,經紀於收到該等證券所獲派的任何股息或其他利益時,須按客戶與經紀的協議記入客戶的賬戶或支付予或轉予客戶。倘該等證券屬於經紀代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該等證券的利益。

## 8. 代客戶保管的現金

- 8.1 代客戶保管的現金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賬戶內(此等現金不包括經紀就交易取得,而且須為交收而轉付或轉付予客戶的現金)。

- 8.2 為符合《證券及期貨條例》第149條,客戶茲同意經紀有權為本身利益收取在賬戶中所有為或代客戶持有的款項所產生的全部利息款額。

## 9. 客戶身份規則

若客戶是以其客戶的賬戶進行交易,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,客戶同意就經紀接獲聯合交易所及/或證監會(「香港監管機構」)查詢的交易而言,須遵守下列規定。

a) 在符合下列規定,客戶須按經紀要求(此要求應包括香港監管機構的聯絡詳情),立即知會香港監管機構有關所進行交易之賬戶所屬客戶(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身份、地址、職業及聯絡資料。客戶亦須知會香港監管機構任何發起有關交易的第三者(如與客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。

b) 若客戶是為集合投資計劃,全權委託賬戶或全權信託進行交易,客戶須按經紀要求(該要求應包括香港監管機構的聯絡詳情),立即知會香港監管機構有關該計劃、賬戶或信託的身份、地址及聯絡資料及(如適用)有關該名代表該計劃、賬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。

#### 10. 暫止或終止

10.1 經紀保留權利,可於任何時間不時暫時終止營運戶口及/或暫時終止根據本合約向客戶提供的服務,並毋須給予任何理由或解釋。

10.2 客戶及經紀對有關戶口之權利或義務,客戶均可於任何時間向經紀(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經紀或客戶對有關戶口的任何權利、權力或職責,及上述權利、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。

#### 11. 通知

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」)可以透過、郵遞、傳真、電話或電子郵件方式送交至客戶在現金戶口申請表指定的或不時通知經紀的地址、傳真或電話號碼或電子郵件地址。所有通訊(i)若以郵遞方式送交,當於發送後 48 小時後收訖(但經紀提供予客戶的任何戶口結單當於投寄時視作已給予客戶);及(ii)若以傳真、電話或電子郵件方式發出,則當作於經紀傳送之時收訖。通訊並不需要經紀的授權簽署。

#### 12. 一般規定

12.1 倘經紀沒有依照本協議書的規定履行對客戶的責任,客戶有權向根據《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 倘經紀的業務有重大變更,並且可能影響其為客戶等提供的服務,經紀將會通知客戶。

12.3 在法律容許之範圍內,經紀可不時修訂本協議之任何條件及條款,毋須事前通知客戶或取得客戶批准,該等修訂於客戶被視作接獲經紀之通告時立即生效。客戶得悉及同意,倘客戶不接受經紀不時通知之

任何修訂,客戶將有權選擇以書面型式通知經紀終止本協議。

12.4 經紀是聯交所的參與者及憑藉《證券及期貨條例》而獲許進行第一類(證券交易)的受規管活動,中央編號為 AEF482。

12.5 客戶確認已詳閱並同意本協議書的條款,而且該等條款已經以明白的語言向客戶解釋。

12.6 如本協議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。

12.7 本協議書受香港特別行政區法律管轄,並且可以據香港特別行政區法律執行。

12.8 經紀可在無需知會客戶或得到客戶的同意而有權將經紀在本協議或在本協議之下的全部或部分權利、權益或義務向第三者出讓、轉移或出售。客戶如果未有取得經紀的事先書面同意,客戶不得將客戶在本協議或在本協議之下的權利、權益或義務出讓、轉移或出售予第三者。

### 風險披露聲明書

以下的風險披露聲明是根據《證券及期貨事務監察委員會持牌人操守準則》第 6 段的要求予以提供:

#### 1. 證券交易的風險

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

#### 2. 買賣創業板股份的風險

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。

你只應在審慎及仔細考慮後,才作出有關的投資決定。創業板市場的較高風險性質及其他特點,意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險不明白之處,應尋求獨立的專業意見。

#### 3. 在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產,是受到有關海外司法管轄區的適用法律及規則所監管的。這些法律及規則與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此,有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

#### 4. 提供代存郵件或將郵件轉交第三方的授權書的風險

假如你向你的交易商或證券保證金融資人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你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. 達克－美國證券交易所證券的風險

按照納斯達克－美國證券交易所試驗計劃(試驗計劃)掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

關於《個人資料(私隱)條例》(「條例」)客戶通知

1. 客戶需不時地向本集團提供與開設或維持帳戶、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資料。同時，有一部份資料是本集團或本集團屬下的任何其它公司根據有關法律、規定、守則和規範的要求加以收集的。
2. 如客戶未能提供該等資料，則本集團將無法代理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. 所有資料均以維持正常業務聯繫的需要而向客戶收集的。
4. 與客戶有關的資料主要有如下用途：
  - 為客戶提供日常運作服務和貸款融資服務；
  - 進行信貸檢查；
  - 協助其它財務機構進行信貸檢查；
  - 根據客戶的需要設計有關的財務服務或相關產品；
  - 推廣上述的財務服務和相關產品；
  - 確定客戶未付或應收款項；
  - 向客戶或為客戶責任提供擔保的人士收回虧欠的款項；
  - 根據有關法律、規定、守則和規範的要求，本集團或本集團屬下的任何其它公司須予披露的資料；及
  - 其它附帶或相關用途。
5. 本集團持有的客戶資料將會保密，本集團僅會於法律允許範圍下向下列香港以內或以外人士提供客戶資料：

- 向本集團提供與業務活動有關的管理、電訊、電腦、款項或股票交收、印刷或其它服務的任何代理人、合約商或者第三方面服務提供者；

- 本集團屬下的任何其它公司；

- 遵守本集團保密原則的任何第三者，包括已承諾遵守這一原則的本集團屬下公司；

- 客戶與之有業務往來或即將有業務往來的金融機構；

- 任何本集團的實際或可能承讓人，或者與客戶相關的本集團權益參與人或次參與人或轉讓人；

- 本集團或本集團屬下任何公司因應法律要求必須向其作出披露的有關人士；

- 經客戶直接或間接同意的任何人士；

- 本集團因本身利益需要而必須對其作出披露的任何人士。

6. 在履行本身的業務活動過程中，本集團可能在法律允許的範圍內，把客戶所提供的或本集團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、公共機構或個人所持的資料進行校對、比較、轉換或交換，以便確認該等資料的可靠性。

7. 在符合條例之條款之下，任何人士：

- 有權查詢本集團是否持有他／她的資料並有權取得該等資料；

- 有權要求本集團更改有關他／她的不正確資料；及

- 有權查詢本集團擁有該些資料的政策和應用範圍，並可了解本集團所持有的私人資料的種類。

8. 在符合條例之條款情況下，本集團有權對資料查詢人士收取合理的費用。

9. 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私人資料的種類等資料，請隨時致函：

香灣仔分域街18號/告士打道46號捷利中心6樓

名匯證券有限公司

資料保護主任

# Enlighten Securities Limited

## 名匯證券有限公司

Terms & conditions of Cash Trading Agreement, Supplementary information No. 1  
現金交易條款守則補充資料(一)

13. The Company and Client each undertakes to notify the other in the event of any material change provided in the Agreement.
13. 本公司及客戶互相向對方承諾，如在本協議內提供的有關資料有任何重要的變更，均會通知對方。
14. If the Company solicits the sale of or recommends 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 objective. No other provision of this agreement or any other documents the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.
14. 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賬財政狀況，投資經驗及投資目標後而認為合理地適合客戶賬。本協議賬其他條文或任何其他本公司可能要求客戶簽署賬文件及本公司可能要求客戶作出賬聲明概不會減損本條款賬效力。
15. The Company shall provide to the Client upon written request Contract Specifications or other product specifications, any prospectus or other offering document covering such products.
15. 本公司在接獲書面要求後，會向客戶提供合約說明或其他產品說明、任何涵蓋該產品之章程或其他要約文件。