

委託帳戶客戶協議

DISCRETIONARY ACCOUNT CLIENT AGREEMENT

1. 本人／吾等，即下述簽署人，與貴司就貴司向本人／吾等提供證券交易及相關服務訂立了客戶協議（以下稱「協議書」）。
I / We, the undersigned, have entered into a Client Agreement (the “Agreement”) with you to the provision by you of securities trading and related services to me/us.
2. 本人／吾等特此委任貴司之僱員或代理人為本人／吾等的合法代理人／被授權人（以下稱「授權代表」），擁有完全權力操控該帳戶以進行交易，包括可完全酌情地根據本委託書（「委託帳戶客戶協議」）的條款處理該委託帳戶中不時持有的款項，而無須本人／吾等特別授權。該帳戶在委任授權代表後將指明為「委託帳戶」。
I / We hereby appointed an employee or agent of you to be my/our lawful agent / attorney (herein after called “Authorized Representative”) with full trading authority and control to operate the Account (which shall after the appointment of the Authorized Representative be designated as a “Discretionary Account”), including in relation to any monies from time to time held in the Account, on a full discretionary basis in accordance with the terms of this appointment letter (“Discretionary Account Client Agreement”) without my/our specific authorization.
3. 本人／吾等特此明確授權，授權代表可根據本委託帳戶客戶協議中所列出本人／吾等的投資限制等，管理和操作本委託帳戶。此等規定和細節可由本人／吾等隨時單方面修改，並以書面告知貴司。除非有違背本人／吾等的投資限制，授權代表可全權決定投資種類、時間、收購方式（通過認可證券交易所或場外交易）及售賣、兌換、交換、變現、重新投資、撤回或終止任何（全部或部分）投資，或處理委託帳戶中的任何財產。本委託帳戶客戶協議中的任何條款都不會損害本人／吾等或任何授權人士（如有）指示貴司進行證券交易的權力。
I / We hereby expressly authorize the Authorized Representative to give orders and instructions in relation to the Discretionary Account subject to my/our investment restrictions set out in this Discretionary Account Client Agreement. Such specification and details may be amended unilaterally by me/us at any time by a notice in writing to you. Unless it is in conflict with my/our investment restriction, the Authorized Representative shall have the full discretion to determine the kind of investments, timing and the manner of acquisition (on a recognized stock exchange or over-the-counter) and to sell, convert, exchange, realize, re-invest, revoke or terminate any investments (in full or in part) or otherwise dispose of any assets in the Account. Nothing in this Discretionary Account Client Agreement will prejudice my/our right or any authorized person (if any) to give instructions to you to effect securities transaction for me/us.
4. 本人／吾等特此確認和同意所有由授權代表根據本委託帳戶客戶協議執行的交易活動對本人／吾等具有約束效力。本人／吾等承諾會予以批准及確認任何授權代表代本人／吾等發出或聲稱由授權代表代本人／吾等發出的指示，包括但不限於在撤銷或聲稱撤銷授權代表權限和貴司實際接收到此撤銷通知期間發出之任何指示。
I / We hereby acknowledge and agree that all transactions performed by the Authorized Representative in accordance with this Discretionary Account Client Agreement shall be binding on me/us. I / We undertake to ratify and confirm any instructions whatsoever given or purported to be given by the Authorized Representative including but without limitation to any instructions which may be given or purported to be given between the revocation of the authority of the Authorized Representative and the actual receipt by you of notice of such revocation.

5. 本人／吾等特此確認和同意，即使授權代表是受僱於貴司且／或是隸屬於貴司的持牌代表，該授權代表仍是本人／吾等的代理人。任何由授權代表就該帳戶所發出的指示或任何由授權代表或聲稱由授權代表對本人／吾等所作出的陳述和保證，均是授權代表作為貴司僱員或持牌代表的職責以外之行為，並且在任何情況下都不會構成為任何代表貴司的所作的陳述和保證。

I / We hereby acknowledge and agree that the Authorized Representative is my/our agent despite the fact that such Authorized Representative is employed by you and/or is a licensed representative accredited to you. Any instructions given in relation to the Account or representation or warranty made or purported to be made by the Authorized Representative to me/us are outside the ordinary course of the Authorized Representative's employment and/or accreditation to you and in any event shall not constitute any representation or warranty of you.

6. 本人／吾等確認和同意，貴司的僱員／代理人可根據貴司內部政策為其個人帳戶買賣證券。貴司亦可為貴司和其他客戶之帳戶進行證券買賣。本人／吾等同意前文所述，並特此放棄任何因前文所述而引致的利益衝突、對本人／吾等所造成的損失或損害（如有）而可對貴司採取任何行動的權利。

I / We acknowledge and agree that your employees/agents may be permitted to purchase and sell securities for their own personal accounts in accordance with your in-house policies. You may also purchase and sell securities for your own account and for the account of your other customers. I / We consent to the foregoing and hereby waive my/our rights, if any, against you for any conflict of interests, loss or damages incurred by me/us as a result of the foregoing.

7. 此外，本人／吾等確認並同意授權代表的委任是出於本人／吾等自願及為本人／吾等經過自主判斷、深思熟慮的結果，貴司無責任亦無需承擔任何因授權代表之行為或疏忽所造成或引致本人／吾等可能蒙受或承擔的損失或損害。因授權代表一方的行為、疏忽、違約或欺詐而造成本人／吾等可能蒙受或承擔的損失或損害，將不會構成任何對貴司採取任何動、索償或興訟的理由。

I / We further acknowledge and agree that the appointment of the Authorized Representative is made by me / us out of our own free will and as a result of my / our own judgment and deliberation and you shall under no liability or whatsoever in respect of any loss or damage which I / We may suffer or incur as a result of the acts or omissions of the Authorized Representative. Any losses or damages which I / We may suffer or incur as a result of the acts or omissions or defaults or dishonesty on the part of the Authorized Representative shall not form the grounds for any actions, claims or proceedings against you.

8. 本人／吾等特此同意全數彌償及確保貴司得到全數彌償一切因授權代表代表本人／吾等進行交易所造成的所有費用（包括法律費用），以及損失、債務和負債，並對本人／吾等具有完全及絕對的法律約束效力。

I / We hereby agree to indemnify and keep you indemnified against all costs (including all legal costs) or losses due to the losses, indebtedness and liabilities arising from all and any such dealings effected by the Authorized Representative on behalf of me/us and shall legally bind me/us absolutely.

9. 本人／吾等確認且同意此委託授權有效期為 12 個月，並於本委託帳戶客戶協議日期起計之第 12 個月後期滿。但除非本人／吾等在本委託帳戶客戶協議屆滿的日期前以書面形式通知取消有關授權，否則此項授權將會自動續期。本人／吾等明白若在屆滿的日期前本人／吾等收到書面提示並在屆滿的日期前不反對續期，此委託授權可在無需本人／吾等之書面同意的情況下而被視作自動續期 12 個月。本人／吾等明白本人／吾等可通過至少提前五個工作日的書面通知隨時撤銷此委託授權。儘管如此，貴司亦有絕對酌情權在收到撤銷通知後決定該撤銷立即生效。本人／吾等確認和同意貴司保留權利，隨時和不時終止本委託帳戶的運作，及本委託帳戶客戶協議規定提供給本人／吾等的任何服務，而無須提供任何理由和解釋。

I / We acknowledge and agree that the authority or authorization herein shall be valid for 12 months and will be expired at the end of 12 months from the date of this Discretionary Account Client Agreement but it shall be automatically renewed unless I / We revoke it in writing before the expiry date. I / We understand that the authority shall be deemed to be renewed for a subsequent period of 12 months on a continuing basis without my/our written consent if a written reminder prior to the expiry date is given to me/us and I / We do not object to such deemed renewal before the expiry date. I / We understand that I / We may at any time revoke the authority by giving you at least five business days' prior written notice. However, you may, in your absolute discretion, treat the revocation notice as having immediate effect upon your receipt. I / We acknowledge and agree that you reserve 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 provided to me/us under this Discretionary Account Client Agreement.

10. 若授權代表不再為根據《證券及期貨條例》規定下的持牌代表，或不再為貴司僱用或委任，本人／吾等確認本委託帳戶客戶協議的委任將自動終止，委託服務也將停止，除非及直至本人／吾等書面委任新的代理人。

In the event that the Authorized Representative is ceased to be a licensed representative under the Securities and Futures Ordinance and/or ceased to be employed by and/or accredited to you, I / We acknowledge that the appointment herein shall automatically be terminated and the discretionary services shall be suspended unless and until I / We appoint another agent in writing.

11. 除協議書規定的費用、佣金、經紀費用及其他酬金外，本人／吾等不應被要求向貴司或授權代表支付額外的費用、佣金、經紀費用或其他酬金用以管理本委託帳戶客戶協議下的委託帳戶。

Apart from those charges, commission, brokerage and other remuneration payable under the Agreement, I / We shall not be required to pay to you or the Authorized Representative any additional charges, commission, brokerage or other remuneration for managing a discretionary account under this Discretionary Account Client Agreement.

12. 此外，本人／吾等同意貴司有權接受和保留任何一方因本委託帳戶交易而產生的收益作為己用（當中包括任何一方在其通常業務運作中同意將收益以費用、佣金、回扣或類似付款或其他商品、服務或得益等的形式給予貴司）。

I / We further agree that you shall be entitled to receive and retain for your own use any benefit resulting from any transaction effected for the Account with any party (which shall include any party who has agreed, in its ordinary course of business, to give such benefits to you in the form of any fees, commissions, rebates or similar payments or other goods, service or benefits).

13. 本人／吾等明白和同意本委託帳戶客戶協議中授權代表的委任是附加於（而絕非限制或禁止）貴司在協議書中已享有之任何權利，並且對本人／吾等的遺囑執行人、財產管理人、繼任者、不動產，繼承人以及財產受讓人具有約束效力。本委託帳戶客戶協議的條款應與協議書及其隨後修正的文書一併閱讀，若本委託帳戶客戶協議的條款和協議書的條款有任何相抵觸，應以本委託帳戶客戶協議規定為準。

I / We understand and agree that the appointment of the Authorized Representative herein is in addition to and in no way limits or restricts any right which you may have under the Agreement and shall be binding upon the executor, administrator, successors, estate, heirs and assigns of me/us. The provisions of this Discretionary Account Client Agreement shall be read together with the Agreement and its subsequent amendment(s) provided that if any provision herein is in conflict with the terms of the Agreement, the terms herein shall prevail.



14. 本人／吾等確認證券及期貨事務監察委員會可隨時訂明與運作委託帳戶有關的特別運作程序，並同意遵守諸此特別運作程序。此外，本人／吾等同意亦承諾符合及／或遵從貴司不時以書面通知本人／吾等的任何修改及／或修訂條款。

I / We acknowledge that the Securities and Futures Commission may from time to time prescribe special procedures in relation to the operation of the discretionary account and agree to adhere to such special procedures. I / We further agree and undertake to adhere to and/or comply with any modifications and/or amendments of the terms hereof which you may from time to time notify me in writing.

15. 本人／吾等特此確認已閱讀本委託帳戶客戶協議，其內容經已全部以本人／吾等明白之語言（英文／中文*）向本人／吾等解釋清楚。本人／吾等同意及接受本委託帳戶客戶協議約束。此外，本人／吾等確認及同意，在要求貴司提供委託帳戶服務時，貴司已用本人／吾等明白的語言向本人／吾等解釋清楚及本人／吾等已完全明白，委託授權代表代表本人／吾等管理該委託帳戶，尤其是本人／吾等完全依賴於授權代表的誠信及能力所帶來的額外風險。

I / We further confirm that I / We have read this Discretionary Account Client Agreement and that the contents herein have been fully explained to me/us in a language which I / We understand (English / Chinese*). I / We hereby accept and agree to be bound by this Discretionary Account Client Agreement. I / We further acknowledge and agree that, in requesting you to provide the services herein, you have explained to me/us and I / We fully understand the additional risks in giving discretion to the Authorized Representative to manage the Discretionary Account on my / our behalf, in particular, the entire reliance by me/us on the integrity and skill of the Authorized Representative.

**請刪去不適用者 Please delete as appropriate*

16. 本人／吾等確認及同意，若本委託帳戶客戶協議之中文及英文本如有任何歧義，概以英文本為準。

I / We acknowledge and agree that in the event that there is any inconsistency between the English version and the Chinese version of this Discretionary Account Client Agreement, the English version shall prevail.

17. 本委託帳戶客戶協議根據香港法律訂立和解釋，立約雙方甘願接受香港法院的非專有司法管轄權管制。

This Discretionary Account Client Agreement is governed by and construed according to the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

確認及明白 Confirmed and understand by:

客戶簽署 Client's Signature

客戶名稱 Client Name: _____

客戶號碼 Account No.: _____

日期 Date