



新宏域證券  
NEW HORIZON SECURITIES

新宏域国际证券有限公司 (中央编号 CE No.: BVG853)

New Horizon International Securities Co., Limited

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# 客户协议书 Client Agreement

(条款及条件)  
(Terms & Conditions)

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# 第一部分 证券交易账户客户协议书

## Section 1: CLIENT AGREEMENT FOR SECURITIES TRADING ACCOUNTS

本协议由以下双方于开户表格所列之日期签署：

THIS AGREEMENT is made on the date stated in the Account Opening Form BETWEEN:

新宏域国际证券有限公司（以下简称“新宏域国际”或“公司”），为一间在香港注册成立的有限公司，其注册办公地址为香港上环永乐街93-103号协成行上环中心11楼1107室，并为根据《证券及期货条例》就第 1 类、第 4 类、第 9 类受规管活动获发牌照的持牌法团（中央编号：BVG853）

New Horizon International Securities Co., Limited (hereinafter called “NHIS” or the “Company”), a company incorporated in Hong Kong with limited liabilities with its registered office situated at Room 1107 11/F OfficePlus @Sheung Wan No.93-103 Wing Lok Street Hong Kong, which is also a licensed corporation (CE No.: BVG853) under the Securities and Futures Ordinance in respect of Type 1, Type 4 and Type 9 regulated activities.

客户，其名称、地址和相关资料列于开户表格中。

the **Client**, whose name, address and details are set out in the Account Opening Form.

以下为协议正文：

NOW IT IS HEREBY AGREED as follows:

### 1. 释义

#### 1. Definitions

##### 1.1 于此等条款中：

##### 1.1 In these terms:

账户

“Account”

指当前或今后根据本协议以客户名义在新宏域国际开立的任何一个或多个证券交易账户；

means any securities trading account now or hereafter opened in the name of the Client with NHIS in accordance with this Agreement;

开户表格

“Account Opening Form”

指载有客户姓名、地址及其他具体资料，并经客户签署的表格，包括表格的附注及声明或任何修订；

means the form containing the name, address and other details of, and signed by, the Client including the notes and statements or any amendments thereto;

协议 “Agreement”	<p>指本协议，和附属于本协议的各种附录，及其他有关客户于新宏域国际开设，维持和操作账户的书面协议，包括但不限于开户表格，不论是原先订定的还是随后不时修订或增补后的；</p> <p>means this agreement and the appendices attached hereto as well as other written agreements in connection with the opening, maintenance and operation by the Client of the Accounts with NHIS, including but not limited to the Account Opening Form as originally executed or thereafter amended or supplemented from time to time;</p>
联营公司 “Associate”	<p>指新宏域国际的控股公司，子公司或有关联的公司或法人团体（不论在香港或其他地方）；</p> <p>means the holding company, a subsidiary or a company or body corporate (whether in Hong Kong or elsewhere) associated with NHIS;</p>
客户 "Client"	<p>指新宏域国际同意以其名义按本协议条款开立及维持一个或多个账户的一位或多位人士，当客户乃：（i）属个人，则包括客户（等）本身及其各自之遗嘱执行人及遗产管理人；（ii）属独资经营商号，则包括独资经营人及其遗嘱执行人、遗产管理人及其生意继承人；（iii）属合伙经营商号，则包括客户维持上述账户时该商号之合伙人及合伙人各自之遗嘱执行人、遗产管理人，亦包括任何今后任何时间加入该商号为合伙人之人土（等）（不论是否其后退出）及其等各自之遗嘱执行人、遗产管理人及该合伙经营生意之继承人；以及（iv）属公司，则包括公司及其继承人；</p> <p>means the person or persons in relation to whom NHIS agrees to open and maintain one or more accounts in its/his or their name or names in accordance with the terms of this Agreement, and when the Client/Clients is/are: (i) an individual/individuals, the term shall include the Client/Clients himself/themselves and his/their executor(s) and administrator(s); (ii) a sole proprietorship, the term shall include the sole proprietor itself and its executor and administrator as well as its successor in the business; (iii) a partnership, the term shall include the partners themselves and their respective executors and administrators during the time when the Client maintains the aforesaid Account(s), and shall also include any partner(s) who join(s) the partnership any time in the future (whether or not he quits subsequently) and their respective executors and administrators as well as the successor in the business of the partnership; and (iv) a corporation, including the corporation itself and its successor.</p>
获授权人 “Authorized Person”	<p>指获客户授权，代表客户发出与账户和交易有关的指示的人士（或其中任何一人）；</p> <p>Means the persons authorized by the Client to give instructions in connection with the Account(s) and Transaction(s) on the Client's behalf, or any one of</p>

	them;
营业日	指除星期六、星期日、公众假日和有关交易所宣布的非交易日之外，有关交易所进行交易的任何一日；
“Business Day”	means any day on which the relevant exchanges open for trade other than Saturdays, Sundays, public holidays and any other non-trading days declared by the relevant exchanges;
结算所	针对联交所而言，指“香港结算”及其承继人或受让人；针对其他外国证券交易所而言，指向该“外国证券交易所”提供类似“香港结算”服务的结算所及其承继人或受让人；
“Clearing House”	in relation to the SEHK, means the HKSCC and its successor or assignee; in relation to any other Foreign Stock Exchange, means the clearing house providing services similar to those of the HKSCC to such Foreign Stock Exchange and its successor or assignee;
交易所	指联交所及/或任何外地证券交易所(视属情况而定)；
“Exchange”	means the SEHK and/or any Foreign Stock Exchange (as the case may be);
业务代理	指代表新宏域国际在香港或其他地方进行交易或结算的代理人，包括交易所或结算的任何成员；
“Business Agent”	means the agent acting on behalf of NHIS for trading or clearing in Hong Kong or elsewhere, including any member of the Exchange or the Clearing House;
电子服务	指电子服务协议中规定的服务；
“Electronic Services”	means the services specified in the Electronic Service Agreement;
外地证券交易所	指得到香港以外的国家或地区的法律准许营办的证券交易所，或任何场外市场；
“Foreign Stock Exchange”	means a stock exchange whose operation is permitted under the laws of a country or territory outside Hong Kong, or any over-the-counter (OTC) market;
香港	指中华人民共和国香港特别行政区；
“Hong Kong”	means the Hong Kong Special Administrative Region of The People's Republic of China;
香港结算	指香港中央结算有限公司；
“HKSCC”	means The Hong Kong Securities Clearing Company Limited;
指示	指由客户或其获授权人士根据本协议第 4 条规定向新宏域国际发出的任何指示或命令；
“Instructions”	means any instructions or orders given by the Client or its/his Authorized Person to NHIS in accordance with Clause 4 of this Agreement;
证券	指现时于市场交易及为新宏域国际所接纳的任何股份、股票、债权证、借

“Securities”

贷股票、债券、票据、单位信托、存款证或任何团体（不论是否注册成立或非注册成立）或任何政府机构的或发行的其他商业票据或证券，亦可（按新宏域国际的绝对酌情权）包括 (a) 上述任何项目或与其有关的权利、选择权或权益（不论以单位或其他方式描述）； (b) 上述任何项目的权益或参与证明书或临时或中期证明书或认购或购买上述任何项目的票据或认股权证；或 (c) 一般称为证券的任何文件；

means any shares, stocks, debentures, lending stocks, bonds, notes, unit trusts, certificates of deposits, or other commercial papers or securities of or issued by any bodies (whether incorporated or unincorporated) or any government agencies that are currently traded in the market and acceptable by NHIS, and may (in the absolute discretion of NHIS) include (a) rights, options or interests (whether described by units or otherwise) in or related to any of the foregoing; (b) certificates of interests or participation or temporary or interim certificates of any of the foregoing, or notes or warrants to subscribe for or purchase any of the foregoing; or (c) any instruments commonly known as securities;

联交所

“SEHK”

指香港联合交易所有限公司，包括其继承者、受让人以及由于其重组、兼并或合并而产生或保存的实体；

means the Stock Exchange of Hong Kong Limited, including its successors or assignees and any entities created or survived as a result of its consolidation, amalgamation or mergers;

证监会

“SFC”

指香港证券及期货事务监察委员会；

means the Securities and Futures Commission of Hong Kong;

香港监管机构

“Hong Kong Regulators”

指联交所、证监会及 / 或于香港拥有证券交易的司法管辖权的任何其他监管机构；

means the SEHK, the SFC and/or any other regulators in Hong Kong having jurisdiction over securities transactions;

交易

“Transactions”

指购买、认购、出售、交换或以其他方式处置任何及所有种类证券所涉及的交易，包括（但不限于）证券保管以及提供代名人或提供托管服务，以及依据本协议进行的其他交易。

means any transactions concerning the purchase subscription, sale, exchange or other disposal of any and all kinds of Securities, including (but not limited to) safekeeping of Securities and providing nominee or custodian services, as well as other transactions effected pursuant to this Agreement.

1.2 条款之标题只为方便查阅而设，并不影响该条款之释义和解释。

1.2 The headings to the clauses are for reference only, and shall not affect the definitions and interpretation thereof.

- 1.3 英文单数名词亦包括其复数词义，反之亦然；含任何一种性别之字词均包含所有性别，提及之人士亦包括公司、机构、商号合伙或其他法团、实体。
- 1.3 Words denoting the singular shall include the plural and vice versa; words importing any gender shall include every gender, and references to persons shall include companies, institutions, partnerships or any other body corporates and entities.
- 1.4 凡新宏域国际或任何联营公司被授以酌情权，该酌情权应是绝对的及若行使该酌情权，在适用法律许可的最广范围内，新宏域国际或该联营公司均不会对客户或任何其他人士承担任何责任(不论属任何性质)，新宏域国际或该联营公司不必就其行为、不行为或决定而作出解释，但另有规定者除外。
- 1.4 Unless otherwise specified, where NHIS or any Associate is granted with discretion, such discretion shall be absolute discretion, and if such discretion is exercised, NHIS or such Associate shall not, to the largest extent permitted by applicable laws, be liable (regardless of any nature) to the Client or any other person, and NHIS or such Associate shall not be held accountable for its acts, omissions or deNHISons.
- 1.5 凡未有诠释之文字，应按联交所、香港结算的规则、规例及程序、证券及期货条例或其下之规例之定义作解释，除非文意另有所指。
- 1.5 Unless the context otherwise requires, the terms and expressions not interpreted shall be explained in accordance with the rules, regulations and procedures of the SEHK and the HKSCC as well as the Securities and Futures Ordinance or the regulations thereunder.
- 1.6 本协议所提及之条款及附录是指本协议内之条款及附录。
- 1.6 References in this Agreement to clauses and appendices are to the clauses and appendices of this Agreement;
- 1.7 本协议所提及之条例或任何监管规则之条文，包括该条例或条文现行及其后修订、更替、变更、扩充或重新制定之版本。
- 1.7 References in this Agreement to an ordinance or a provision of any regulatory rules shall include the current version of such ordinance or provision and their amendments, replacements, modifications, extensions or re-enactments hereafter.
- 1.8 如果本协议条款与任何法例有任何抵触，应以后者为准。
- 1.8 In the event of any inconsistency between any provision of this Agreement and any Laws, the latter shall prevail.

## 2. 适用法律及规则

### 2. Applicable Laws and Rules

2.1 客户的指示及进行的所有交易（无论在香港还是在其他地方）均：（a）依据本协议的条款与条件；（b）受进行交易的交易所或其他市场（及其各自的结算所，如有）当时已存在的或当时生效的章程、规则、规例、常规、惯例、规定及解释所规限，包括但不限于联交所程序、联交所规例、联交所规则及香港结算规则；（c）受一切具司法管辖权的政府机构及法定团体所制订的当时适用的任何法律、规则或规例所规限，包括但不限于不时修订的香港法例中的《证券及期货条例》及其附属法例；以及（d）遵守新宏域国际不时就客户账户运作及维持而实施的业务规定、政策与程序。

2.1 Instructions given and all transactions done by the Client (whether in Hong Kong or elsewhere) shall be: (a) in accordance with the terms and conditions of this Agreement; (b) subject to the then existing or effective constitutions, rules, regulations, practices, conventions, provisions and interpretations of the exchange or other market (and their respective clearing houses, if any) where the Transactions are effected, including but not limited to the procedures, regulations and rules of the SEHK and the rules of the HKSCC; (c) subject to any laws, rules or regulations applicable at the time laid down by any government agencies and statutory bodies having jurisdictions, including but not limited to the Securities and Futures Ordinance and its subsidiary legislation in the laws of Hong Kong as amended from time to time; and (d) compliance with the provisions, policies and procedures of business implemented by NHIS from time to time for the operation and maintenance of Client's Accounts.

2.2 本协议的任何条款均独立并可与其他条款分离。如本协议任何条款与现行或将来的法律或与交易所，结算所或对本协议有司法管辖的任何权力机构的法律，规则或规例存在冲突，该条款将被视为已根据有关法律，规则，规例被废除或修订，而本协议继续保持完全有效。而新宏域国际有权依据其绝对酌情权采取或拒绝采取任何行动，或者要求客户采取或不得采取任何行动，以确保合乎有关的章程、规则、规例及适用的法律规定。新宏域国际据此所采取之一切行动均对客户具有约束力。

2.2 Any clause in this Agreement shall be independent and separated from other clauses. If any clause in this Agreement is inconsistent with any present or future law or with the laws, rules or regulations of the Exchange, the Clearing House or any authority having jurisdiction over this Agreement, such clause shall be deemed to be rescinded or modified by such laws, rules or regulations, and this Agreement shall remain in full force and effect. NHIS shall be entitled by its absolute discretion to take or refuse to take any action or require the Client to take or not to take any action so as to ensure compliance with the provisions of relevant constitutions, rules, regulations and applicable laws. All actions taken by NHIS hereby shall be binding on the Client.

2.3 在无损上文之情况下，客户承认其已经被要求特别注意不时被修改之证券及期货条例有关市场失当行为及权益披露部分之条款。客户已获提醒其本身须独自负责遵照及确保遵照根据证券及期货条例所引起之任何责任或义务。客户确认知悉条例所载之条款，而客户将会遵从及确保遵从上述条款，以确保新宏域国际不会因执行客户之指示而作出之任何行动或打算作出之任何行动而违反证券及期货条例。

2.3 Without prejudice to the aforesaid, the Client acknowledges that he has been required to pay special attention to the provisions as amended from time to time in the Securities and Futures Ordinance related to the market

misconduct and disclosure of interests sections. The Client has been reminded that he himself shall be responsible for compliance with and for ensuring compliance with any duties or obligations arising from the Securities and Futures Ordinance. The Client confirms that he is aware of the provisions contained in the Securities and Futures Ordinance and that he will comply and ensure compliance with the foregoing clauses so as to ensure NHIS will not be in breach of the Securities and Futures Ordinance as a result of anything done or proposed to be done by NHIS when acting on the Client's instructions.

### 3. 授权及服务范围

#### 3. Authority and Scope of Services

- 3.1 客户委任新宏域国际，新宏域国际同意担任客户的代理人，以代其执行证券交易，除非新宏域国际（于相关证券交易的说明或另行以其他方式）指明新宏域国际以主事人的身份行事。本文件概无任何内容构成新宏域国际为客户受托人或构成新宏域国际与客户之间的合伙关系。
- 3.1 The Client appoints NHIS, and NHIS agrees to act, as the Client's agent so as to effect Securities Transactions on his behalf, unless NHIS indicates (in the contract note for the relevant Securities Transaction or otherwise) that NHIS is acting as the principal. Nothing herein contained shall constitute NHIS as trustee for the Client or constitute a partnership between NHIS and the Client.
- 3.2 即使新宏域国际作为客户的代理人执行任何证券交易，新宏域国际亦可按其绝对酌情权拒绝接纳及/或执任何证券交易的指示，而毋须给予任何理由。新宏域国际毋须就客户因或有关新宏域国际不接纳或不执行该等指示、或忽略将之通知客户或延迟通知客户而产生的任何损失负责。
- 3.2 Notwithstanding NHIS effecting any Securities Transaction as the Client's agent, NHIS may in its absolute discretion decline to accept and/or act on any instructions of Securities Transaction without giving any reason thereof. NHIS shall not be liable to the Client for any losses whatsoever arising out of or in connection with NHIS's not accepting or acting on such instructions or omitting or delaying to give notice thereof to the Client.
- 3.3 倘客户获新宏域国际批准参与保证金交易，客户将受第二部份保证金客户协议书所载的其他条款及条件限制（视乎情况而定）。然而，本文件的内容概无规定新宏域国际提供该等其他贷款。倘根据此等额外贷款导致产生债务，则除新宏域国际可能拥有的任何权利外，根据本文件持有的证券便作为该等债务的担保或抵押品（毋须客户签署任何其他文件），并适用于因任何原因产生的一切债务。
- 3.3 Where the Client is approved by NHIS to engage in margin trading, the Client will be subject to further terms and conditions (as the case may be) set out in Section 2 "CLIENT AGREEMENT FOR MARGIN ACCOUNTS". However, nothing herein shall require NHIS to provide such further facilities. Where liabilities arise pursuant to these further facilities, in addition to any rights NHIS may have, the Securities held hereunder shall be treated as security or collateral of such facilities (without any other documentation signed by the Client) and the same shall apply to all liabilities howsoever arisen.



- 3.4 如客户申请使用新宏域国际提供的网上交易及其他服务，客户同意接受附录 3《电子服务协议》所载的其他条款及条件所规限。然而，本文件的内容概无规定新宏域国际提供该等其他服务。
- 3.4 By applying for the use of the Internet trading and other services provided by NHIS, the Client agrees to accept to be bound by the further terms and conditions set out in the Appendix 3 "ELECTRONIC SERVICE AGREEMENT". However, nothing herein shall require NHIS to provide such other services.
- 3.5 如果客户授权予获授权人在与新宏域国际进行的交易中代表客户，及代表客户签署与账户及其操作相关的协议和文件，包括本协议，所有该等文件和指示对客户有绝对的、最终的约束力。客户同意兴证国际有权依据获授权人的指示而行事，直到客户通知新宏域国际撤销或变更该授权为止。
- 3.5 If the Client authorizes the Authorized Person to represent the Client in all Transactions with NHIS and to sign on the Client's behalf all agreements and documents (including this Agreement) relating to the Account and its operation, all such documents and instructions shall be absolutely and conclusively binding on the Client. The Client agrees that NHIS is entitled to act according to the instructions of the Authorized Person until the Client notifies NHIS that such authorization has been revoked or changed.
- 3.6 客户确认并同意，客户对所有交易负有完全责任，新宏域国际只对交易的执行、结算和进行负责，并且对于与账户或交易有关的公司、投资顾问或其他第三方的任何操守、行动、陈述或声明概不承担义务和责任。新宏域国际不会对客户进行的交易的合适性承担任何责任。新宏域国际亦不会对任何交易的盈利、税项、法律和会计的后果承担任何责任。
- 3.6 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions, that NHIS is responsible only for the execution, clearing and carrying out of the Transactions, and that NHIS assumes no responsibility or obligation for any conducts, actions, representations or statements of any introducing firms, investment advisors or other third parties in connection with the Account or the Transactions. NHIS will not be responsible for the suitability of any Transactions carried out by the Client. Nor will NHIS be responsible for the profitability, tax, legal and accounting consequences of any Transactions.
- 3.7 由新宏域国际及其董事、高级职员、雇员或代理人提供的任何意见或资料（不论是否被要求的）都不构成进行交易的要约或投资的建议，并且新宏域国际对该等咨询意见和资料不承担责任。客户应独立地并不依赖于新宏域国际作出其本身的判断以进行交易。
- 3.7 Any advice or information (whether or not solicited) provided by NHIS and its directors, officers, employees or agents shall not constitute an offer to enter into a Transaction or an investment advice, and NHIS shall assume no responsibility whatsoever in respect of such advice or information. The Client should make his own independent judgments without reliance on NHIS for entering into any Transactions.
- 3.8 客户授权新宏域国际可向其拥有绝对酌情权所选择的业务代理（包括海外经纪和交易商）发出指示使其执行交易；客户确认该业务代理的业务条款及进行交易及结算的任何交易所与结算所的规则将适用于这类交易，并对客户具有约束力。
- 3.8 The Client authorizes NHIS to instruct such Business agents (including overseas brokers and dealers) as

NHIS may choose in its absolute discretion to execute the Transactions; the Client acknowledges that the terms of business of such Business agents and the rules of any Exchange and Clearing House through which such Transactions and settlements are executed shall apply to such Transactions and shall be binding on the Client.

#### 4. 指示

##### 4. Instructions

- 4.1 所有指示应由客户（或其获授权人）当面或通过电话口头发出，或以书面方式通过亲手传递、邮寄、传真或通过电子通讯方式发出，或以新宏域国际不时接受的其他方式发出。
- 4.1 All Instructions shall be given by the Client (or his Authorized Person) orally either in person or by telephone, or in writing and delivered by hand, post, facsimile transmission or electronic means or by other manners as accepted by NHIS from time to time.
- 4.2 由（或声称由）客户或其获授权人通过任何方法向新宏域国际发出的指示，新宏域国际有权依赖及按照该等指示行事，而新宏域国际毋须查询或核实作出或发出或声称作出或发出该等指示的人士的权力或身份，亦毋须理会发出该等指示当时的情况。
- 4.2 NHIS is entitled to rely upon and act in accordance with Instructions given through any means to NHIS by (or purported by) the Client or any Authorized Person, and NHIS has no obligation either to inquire into or verify the authority or identity of the person making or giving or purporting to make or give such instructions or to regard to the circumstances prevailing at the time when such instructions are given.
- 4.3 客户明白新宏域国际不时要根据以传真或电子形式作出的指示（包括但不限于电子邮件），客户明白传或电子指示并非安全的传递形式，同时亦存在风险。客户特此要求新宏域国际为给客户方便的目的接受传真或电子指示。只要新宏域国际采取合理措施审视传真内的客户的授权签名或电子指示发出者的身份，新宏域国际不必对因为接受非真正授权者所发出的传真或电子指示而采取的任何真诚的行为负责。
- 4.3 The Client understands that from time to time NHIS needs to act on facsimile or electronic instructions (including but not limited to email), and the Client understands that facsimile or electronic instructions are not secure means of communication and there are risks involved. The Client hereby requests NHIS to accept facsimile or electronic instructions for the Client's convenience. Provided that NHIS exercises reasonable care in verifying the authorized signature of the Client on the facsimile or the identity of the person giving the electronic instructions, NHIS shall not be liable for any actions taken in good faith for accepting facsimile or electronic instructions that are not given by the true Authorized Person.
- 4.4 客户同意承担所有由于通讯设备损毁、无法传达讯息、或其他一切新宏域国际不能控制或预见的原因所产生的风险及同意解除新宏域国际在这方面的任何责任。上述风险包括但不限于传递错误、误

解或由于新宏域国际对客户或其授权代表身份确认所产生的错误。

- 4.4 The Client agrees to bear all the risks arising from the breakdown or transmission failure of the communication facilities or from any other cause or causes beyond the control or anticipation of NHIS and agrees to discharge NHIS of any liabilities in this regard. The aforesaid risks include but not limited to delivery errors, misunderstandings or errors arising from the verification by NHIS of the identity of the Client or his Authorized Person.
- 4.5 客户可能会修改或取消已经发出的指示，客户同意新宏域国际并非必须接受此类修改或取消。指示只有在尚未执行前才可以修改或取消。客户必须对在处理其指示修改及/或取消请求之前已经部分或全部执行的交易负完全责任。
- 4.5 The Client may vary or cancel the instructions that have been given, and the Client agrees that NHIS is not obligated to accept such variations or cancellations. Instructions may only be varied or cancelled prior to execution. The Client must assume full responsibilities for the Transactions that have been executed in part or in full prior to the processing of his variation and/or cancellation requests.
- 4.6 新宏域国际可运用其酌情权及无须给予解释的情况下，拒绝为客户或其获授权人进行任何交易，即使此等买卖指令已被新宏域国际的员工所接受。客户同意新宏域国际无须对因此类限制造成的任何实际或假设的损失或损害承担责任。
- 4.6 NHIS may, in its discretion and without giving any reason therefor, refuse to carry out any Transactions for the Client or his Authorized Person, despite such trading Instructions has been accepted by the employee of NHIS. The Client agrees that NHIS shall not be liable for any losses or damages, either actual or hypothetical, incurred as a result of such restrictions.

## 5. 交易

### 5. Transactions

- 5.1 客户下达的证券买入和卖出指示如果在相关交易所交易日结束之前（或于客户与新宏域国际同意之较后时间内）没有成交，该指令将被视为已自动取消。
- 5.1 Instructions for purchase or sale of Securities placed by the Client but not yet executed by the end of the business day of the relevant Exchange (or by a later time as agreed between the Client and NHIS) shall be deemed to have been cancelled automatically.
- 5.2 客户授权新宏域国际可以在任何时候及根据新宏域国际的绝对酌情权，将客户的买入及/或售出证券的指示与新宏域国际收到其他客户的相似指示合并及/或拆散地执行。客户同意如果没有足够的证券去满足合并后的买入或售出证券的指令，新宏域国际将根据收到指示的次序把实际买入或售出证券的数量分配给有关的客户。
- 5.2 The Client authorizes NHIS to, at any time and in NHIS's absolute discretion, execute the Client's instructions

for purchase and/or sale of Securities in combination with or in separation from similar instructions received by NHIS from other clients. The Client agrees that if the Securities available are insufficient to satisfy NHIS the combined Securities purchase or sale orders, NHIS will assign to the relevant clients the actually purchased or sold number of Securities according to the sequence of the instructions received.

- 5.3 由于任何市场的实质限制及经常性出现的证券价格急速变动，即使新宏域国际、业务代理作出合理的努力，于任何特定时间或「最佳」或「于市场」作价或交易时或会间中出现延误。客户同意在任何情况下均接纳代客户进行的交易，并受其约束，亦同意新宏域国际毋须就因未能或不能遵守客户的任何指令条款而产生的任何损失负责。
- 5.3 By reason of the physical constraints of any market and the rapid changes in Securities prices that frequently take place, there may be delay in making prices or in dealings at any specific time or "at best" or "at market" despite NHIS's and the Business agent' reasonable endeavours. The Client agrees that it will in any event accept and be bound by Transactions carried out on the Client's behalf, and further agrees that NHIS shall not be held liable for any losses arising by reason of its failure or inability to comply with any terms of any order of the Client.
- 5.4 在受适用法例和规例及市场要求约束的前提下，新宏域国际可据其绝对酌情权，及考虑接收指示的次序，决定执行客户指示的优先权，及客户不得对有关新宏域国际执行任何收到的客户指示的优先次序提出异议。
- 5.4 Subject to applicable laws and regulations and market requirements, NHIS may, in its absolute discretion and with due regard to the sequence of the instructions received, determine the priorities of executing the clients' Instructions, and the Client shall not object to the priorities in which NHIS executes the clients' Instructions it received.
- 5.5 若新宏域国际或业务代理未能十足履行任何指令，新宏域国际或该等业务代理有权只进行部分履行，而毋须事先告知客户或由客户确认。
- 5.5 Where NHIS or the Business agent is unable to perform any order in full, NHIS or such Business agent shall have the right of partial performance without prior notice to or confirmation from the Client.
- 5.6 除另有约定外，就每一宗交易而言，除非新宏域国际已代表客户持有现金或证券以进行交易的结算，客户应按新宏域国际通知客户的时间内向新宏域国际支付可用作结算的款项（包括以港币以外的其他货币支付），或向新宏域国际交付已缴清股款并拥有有效和完整的所有权及可交付形式的证券。客户应对新宏域国际由于客户的交收失误而导致任何损失和费用承担责任。
- 5.6 Unless otherwise agreed, in respect of each Transaction, the Client shall by such time as NHIS notifies the Client pay to NHIS an amount that could be used for settlement (including payment in a currency other than Hong Kong dollar) or deliver to NHIS Securities fully paid up with valid and full title and deliverable form, unless NHIS has already held cash or Securities on the Client's behalf to settle the Transaction. The Client shall be responsible for any losses and expenses incurred by NHIS as a result of the Client's settlement failures.

5.7 一旦客户在清算日或清算日之前无法支付资金或证券，或当客户要求关闭账户或终止与新宏域国际的关系时，客户授权新宏域国际可以完全自主决定并无须事先通知客户：

5.7 If the Client fails to make such payment or delivery of Securities on or before the date of settlement, or if the Client requests closure of the Account or termination of the relationship with NHIS, the Client shall authorize NHIS who may in its sole discretion and without prior notice to the Client:

(1) 将客户的交易执行、取消或变现；

(1) Execute, cancel or liquidate the Client's Transactions;

(2) 将应从客户收取的款项与应向客户支付的款项相互抵销；

(2) Set-off any amount receivable from the Client against those payable to the Client;

(3) 卖出客户账户中的任何证券，以偿还客户因买入证券而产生对新宏域国际的负债；及

(3) Dispose of any Securities in the Client's Account to settle any liabilities owed by the Client to NHIS arising from the purchase of Securities; and

(4) 从客户账户中的可动用资金，以客户的名义借入及/或买入客户已卖出而未交收的证券。

(4) Borrow and/or purchase in the Client's name Securities sold by the Client but not yet settled with the funds available in the Client's Account;

(5) 根据第 18 条，合并、整合、留置和抵销客户的任何或所有账户。

(5) Pursuant to Clause 18, merge, consolidate, hold on lien and offset any or all accounts of the Client.

无论执行上述何种授权，新宏域国际均无须承担任何责任，客户特此确认将赔偿新宏域国际任何因客户无法进行交易清算而产生的任何损失，成本，收费和费用。

NHIS shall assume no liabilities no matter which of the above authorizations are exercised, and the Client hereby acknowledges that he shall indemnify NHIS against any losses, costs, charges and expenses whatsoever it may incur as a result of the Client's failure to carry out any Transaction settlement.

5.8 客户付款后应立即通知新宏域国际并将该付款的书面凭证交付给新宏域国际。客户确认，只有新宏域国际收到该通知后，该付款才会被记入客户的账户内或反映在任何账户结单内。客户同意，账户内应付或应收的利息将按此基础计算。

5.8 The Client shall notify NHIS immediately after payment and deliver the payment receipt to NHIS. The Client acknowledges that such payment will be credited to the Client's account or reflected in any account statement only after NHIS has received such notice. The Client agrees that the interest payable or receivable will be calculated on this basis.

5.9 账户应以港元或新宏域国际和客户双方不时同意的其他货币开设。如客户指示新宏域国际以港元以外

的其他货币进行任何交易，因相关货币的汇率波动而导致的任何收益或损失将由客户独自承担。如因新宏域国际履行本协议下的任何行动或步骤而需进行由一种货币转换为另一种货币时，新宏域国际可按其绝对酌情权决定的方式及时间进行该转换。客户授权新宏域国际从客户的账户中扣除货币转换过程中产生的任何费用。新宏域国际保留在任何时候拒绝接受及/或执行客户关于货币转换的任何指示的权利。

5.9 The Account shall be opened in Hong Kong dollar or such other currency as NHIS and the Client may agree from time to time. In the event that the Client instructs NHIS to effect any Transaction in a currency other than Hong Kong dollar, any profits or losses arising from fluctuation in exchange rates of the relevant currencies will be borne by the Client alone. Any conversion from one currency into another required for NHIS's performance of any action or step under this Agreement may be effected by NHIS in such manner and at such time as it may decide in its absolute discretion. The Client authorizes NHIS to deduct from the Client's Account any expenses incurred in the course of currency conversion. NHIS reserves the right to decline at any time to accept and/or execute any of the Client's instructions as to currency conversion.

5.10 客户确认客户与新宏域国际之间的电话通讯或其他形式的通讯可能会被录音，或以其他电子形式被监听而不予任何警示，及如果双方发生争议时，该等录音可作为指示的最终及不可推翻的证据。虽然该等录音带是新宏域国际的财产，新宏域国际可应客户要求及客户支付所需费用后向客户提供这些录音带的拷贝。

5.10 The Client acknowledges that telephone calls or other forms of communication between the Client and NHIS may be recorded or otherwise monitored electronically without any warning, and such tapes may be used as final and conclusive evidence of the Instructions in case of disputes between the parties. Whilst such tapes are properties of NHIS, NHIS may provide copies of such tapes to the Client upon the Client's request and payment of necessary expenses.

5.11 如果新宏域国际雇用业务代理的服务，新宏域国际有权（为自身的利益）接受并保留新宏域国际就代表客户向业务代理提供任何业务而可能收到的任何佣金或回扣。

5.11 If NHIS engages services of the Business agent, NHIS shall be entitled (for its own benefit) to accept and retain any commission or rebate NHIS may receive in respect of any business NHIS provides to the Business agent on behalf of the Client.

5.12 客户确认存在因突发事件及/或技术故障而使其指示无法执行的事实。客户同意新宏域国际将无须对任何直接或间接因政府行为，价格变动，交易所/市场限制，设备和通讯系统故障，未经授权进入账户或交易以及其他超越新宏域国际控制的客观因素和技术限制而导致的实际或假设损失负责。

The Client acknowledges that the Client's Instructions might not be able to execute as a result of emergencies and/or technical failures. The Client agrees that NHIS will not be held liable for any actual or hypothetical loss resulted directly or indirectly from government actions, price variations, exchange/market restrictions, equipment and communication system failures, unauthorized accesses to the Account or Transactions, and other objective factors and technical restraints beyond NHIS's control.

## 6. 卖空

### 6. Short Selling

- 6.1 客户确认新宏域国际将不会接纳代客户卖空的指示。新宏域国际毋须向客户就核实该指示是否卖空而负责。客户承诺，其将不会发出任何卖空的指示，并倘于任何卖出指令是与卖空证券有关时通知新宏域国际，而该通知须与卖出指令的通知同时作出。
- 6.1 The Client acknowledges that NHIS will not accept any Instruction to sell short on behalf of the Client. NHIS shall not be responsible to the Client for verifying whether an Instruction is to sell short. The Client undertakes that he will not give any instruction of short selling, that he will notify NHIS when a selling order is related to the short selling of Securities, such notice shall be given simultaneously with the selling order.
- 6.2 客户授权新宏域国际在客户意外卖空时安排以市场现价买入被卖空的证券；免除并补偿新宏域国际承担因执行卖空指令而承受或产生的所有损失，法律诉讼，成本和费用。
- 6.2 The Client authorizes NHIS to arrange a buy-in of the relevant Securities at the prevailing market prices when the Client accidentally sell short, and he will exempt NHIS of and indemnify NHIS against all losses, litigations, costs and expenses which may be sustained or incurred by NHIS as a result of executing the short selling order.

## 7. 客户披露权益责任

### 7. Client Responsibility for Disclosure of Interests

- 7.1 客户请注意《证券及期货条例》的条文及当中披露若干持股量（包括公司及家族权益）的责任。其他披露责任可根据其他司法管辖区的法例或市场的规则及规例产生。
- 7.1 The Client shall pay attention to the provisions of the Securities and Futures Ordinance and the obligations therein to disclose certain shareholdings (including corporate and family interests). Other disclosure obligations may arise under legislation of other jurisdictions or the rules and regulations of relevant markets.
- 7.2 新宏域国际无责任提醒客户一般或可能由任何客户的指示产生的任何责任，或因任何交易或从任何持有或以其他方式产生的任何责任。该等披露责任是客户的个人责任。新宏域国际无责任就客户任何方式的持有或就该持有的任何时限发出通知，惟此等条款订明须发出的任何通知或声明除外。新宏域国际毋须就客户或任何其他人士未能或延迟根据任何有关责任作出披露或任何通知客户有关执行任何指示的延迟或失责而引致的任何损失、费用或开支负责，而客户须弥偿新宏域国际因任何该等未能、延迟或失责而招致的任何损失、费用或开支。
- 7.2 NHIS is not responsible for reminding the Client of any obligations in general or any obligations that may arise from any Instructions of the Client or any obligations arisen as a result of any Transaction or from any holdings or otherwise. Such obligations of disclosure are the personal obligations of the Client. NHIS shall not

be obliged to notify the Client in respect of his holdings in any form or in respect of any time limits of such holdings, except any notifications or statements that are expressly required to be given according to these clauses. NHIS shall not be held liable for any losses, costs or expenses arising from any failure or delay by the Client or any other person to disclose in accordance with any relevant obligations or from any delay or default in notifying the Client in respect of executing any Instructions, whereas the Client shall indemnify NHIS against any losses, costs or expenses arising from any such failure, delay or default.

## 8. 佣金·收费和利息

### 8. Commissions, Charges and Interest

8.1 在所有交易中，新宏域国际有权自客户账户扣除有关为客户进行任何交易的佣金和其他各项费用（金额将按不时通知客户）、交易所或结算所征收的所有相关征费、佣金、印花税、银行费用、过户费、到期的利息及代名人或托管人费用等各项费用。客户确认并同意佣金费率和各项费用将完全由兴证证券，交易所和其他政府机构决定和设置，并可能随时变化。

8.1 In all Transactions, NHIS shall be entitled to deduct from the Client's Account the commissions and other charges (in such amounts as NHIS will notify the Client from time to time) in connection with any Transactions effected for the Client, as well as other charges such as all applicable levies imposed by the Exchange or the Clearing House, commissions, stamp duties, bank charges, transfer fees, interests due and nominee or custodian expenses. The Client acknowledges and agrees that the commission rates and other fees shall be determined and set solely by NHIS, the Exchange and other government agencies, and are subject to change at any time.

8.2 客户应按新宏域国际按其绝对酌情权不时厘定而不时通知客户的利率及其他条款的规定，就账户内的一切逾期余款（包括在任何时候欠新宏域国际的任何款项）支付利息。该利息将逐日累计，并且应在每个日历月的最后一天或按新宏域国际要求尽快支付。逾期未付利息将每月按复利计算及利息本身将产生新的利息。

8.2 The Client shall pay interest on all overdue balances in the Account (including any amount owing to NHIS at any time) at such rates and on such other terms as NHIS in its absolute discretion set and notify the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be pay on the last day of each calendar month or as soon as possible upon demand by NHIS. Overdue interest shall be compounded monthly and shall itself bear interest.

8.3 在不影响新宏域国际的任何其他权利的情况下，如客户账户没有进行买卖活动 6 个月或以上，新宏域国际可就该等不活跃账户收取账户服务费，新宏域国际可不时决定有关的费用及货币。该项费用（如有）将从客户的账户中自动扣除。

8.3 Without prejudice to any other rights available to NHIS, NHIS may charge a service fee of such amount and currency as NHIS may determine from time to time on the dormant Accounts if the Client has no trading for



six months or more. Such fee (if any) will be deducted automatically from the Client's Account.

8.4 客户须就其账户内所作的任何指示/活动，承担其所属之任何司法管辖区有关当局之任何税项、征费、税务报告及其他责任。新宏域国际有权在不给予客户事前通知的情况下在该类第三方要求时出售客户账户内任何资产以解决有关的责任。

8.4 Client shall bear any taxes, levies, tax reporting and other obligations imposed by relevant authorities in any relevant jurisdiction in respect of any Instructions and/or activities made in his Account. If demanded by such third parties, NHIS has the right to sell any asset in the Client's Account to settle such liabilities without prior notice to the Client.

## 9. 客户款项和证券

### 9. Client Funds and Securities

9.1 新宏域国际有权将账户内持有的款项及为或代表客户收取的款项存入一个或多个在香港的独立账户，而每个该等账户须指定为信托账户或客户账户，并开设于一间或多间的认可财务机构或证监会因应客户款项规则第4条所核准的任何其他人士。

9.1 NHIS shall be entitled to deposit monies held in the Account or received for or on behalf of the Client into one or more segregated account(s) in Hong Kong, each of which shall be designated as a trust account or a client account, opened at one or more authorized financial institution(s) or any other person(s) approved by the SFC for the purposes of Section 4 of the Client Money Rules.

9.2 客户款项利息：本公司将以《证券及期货(客户款项)规则》(香港法例第5711章)允许的任何方式处理由本公司持有客户款项(定义见于《证券及期货条例》)而产生的任何利息，特别是，客户同意本公司保留(为自身账户)该等利息。

9.2 Interest on Client's Money: Any interest derived from the Company's holding of client money (as defined in the SFO) shall be treated by the Company in any manner permitted by the Securities and Futures (Client Money) Rules Cap. 5711, Laws of Hong Kong, and specifically, the Client consents to the Company retaining (for its own account) such interest..

9.3 客户同意存入其自有资金且仅用于证券投资。客户并同意不将任何不属于其名下的证券，支票，银汇票或其他资产存入其账户，而新宏域国际亦可以在任何时候拒绝接受客户的资金及/或资产存入。如果新宏域国际决定接受客户在其账户存入上述第三方资产，客户将负责弥偿新宏域国际于此相关的损失和负债。

9.3 The Client agrees to deposit his own monies which shall be used solely for investment in Securities. The Client further agrees not to deposit Securities, cheques, bank drafts or other assets not under his name into his Account, and NHIS may also reject at any time such deposit of monies and/or assets by the Client. Should NHIS decide to accept the Client's deposit into his Account asset of the aforesaid third party, the Client shall indemnify all losses and liabilities incurred by NHIS in connection thereby.

9.4 在受其对新宏域国际的债务及/或负债的限制的前提下，客户可以，以新宏域国际接受的方式发出指示，通知新宏域国际并支付新宏域国际可能收取的相应费用后，从其账户中提取不超过其可动用/支配余额的资金。客户也可以指定第三方为其资金及/或证券转移的代理人，新宏域国际凭客户的指示，无须核查该代理人的身份与权限。客户特此声明客户将对任何因委托代理人提取资金而导致的差错、挪用或遗失的后果负全部责任。

9.4 Subject to his indebtedness and/or liability to NHIS, the Client may give Instructions in a manner accepted by NHIS to, after informing NHIS payment of applicable fees NHIS may charge, withdraw from his Account monies not exceeding his available/disposable balance. The Client may also appoint a third party as its agent for transfer of fund and/or Securities, and NHIS shall be entitled to rely upon Instructions from the Client without having to verify the identity and authority of such agent. The Client hereby represents that he will be fully responsible for any errors, misappropriations or losses arising from the withdrawal of funds by such appointed agent.

9.5 客户委任新宏域国际为保管人，为客户证券提供保管服务。客户同意在没有得到新宏域国际书面同意前，不会对账户内的任何证券和资金进行抵押、按揭、设置权利负担、出售、授予选择权或以其他方式处置前述资金或证券。

9.5 The Client appoints NHIS to act as his Custodian to provide custody of the Client's Securities. The Client agrees not to pledge, mortgage, create lien upon, sell, grant options on or otherwise deal with any Securities or money in the Account without the prior written consent of NHIS.

9.6 新宏域国际代客户保管而持有的任何证券，新宏域国际可按其酌情权决定进行以下处置：

NHIS may at its discretion decide to deal in the following ways with any Securities held by NHIS for custody on behalf of the Client:

- (a) 就可注册证券，以客户的名义或新宏域国际或新宏域国际有联系实体的名义注册；或
- (a) for registrable Securities, register in the name of the Client or in the name of NHIS or entities associate with NHIS ; or
- (b) 存放于一家银行或另一家提供妥善保管证券及相关文件的机构中新宏域国际指定的账户。  
如属香港的证券，该机构应为证监会认可的提供保管服务机构。
- (b) deposit in an account designated by NHIS at a bank or another institution providing safe custody of Securities and related documents. In the case of Securities in Hong Kong, such institution shall be acceptable to SFC as provider of safe custody services.

9.7 新宏域国际依照本条款规定予以保管的证券，新宏域国际将支付有关客户证券的所有股息、分派、利息、息票及利益并存入帐户。倘应计股息、利息、息票或分派或其他利益的证券形成新宏域国际为客户所持有的相同证券较大部分之一部分，则客户有权就其所持证券按比例摊分较大部分证券产生的

股息、分派、利息、息票或利益，按相等于客户所持证券占该等较大部分证券总额的比例摊分。当股息以现金股息或其他形式派发时，如客户没有事先书面提出不同的指示，新宏域国际获得客户的授权有权代表客户选择及接受现金股息。

9.7 Where Securities are held by NHIS for custody pursuant to this Clause, NHIS will pay all dividends, distributions, interests, coupons and benefits relating to the Securities of the Client into the Account. If the Securities in respect of which dividends, interests, coupons or distributions or other benefits accrues form part of a larger holding of identical Securities held by NHIS for the clients, the Client shall be entitled to share in proportion respecting his Securities holding the dividends, distributions, interests, coupons or benefits derived from such larger holding equal to the share of the Client's Securities holding to the total larger holding of such Securities. Where dividends are distributed in the form of cash dividend or otherwise and the Client has no prior written Instruction to the contrary, NHIS shall be entitled, with authorization of the Client, to elect and receive on behalf of the Client cash dividend.

9.8 客户授权新宏域国际执行与客户证券有关的指示，包括行使证券附有的投票权及其他权力。新宏域国际可绝对酌情决定拒绝执行任何指示而毋须为此给予任何理由，或该指令为不完整或含糊，或新宏域国际并没有足够时间执行该指示。如果行使任何该等权利需要支付有关该行使的任何费用及支出，除非及直至收到有关行使所需的全部费用，否则新宏域国际将无需遵从客户的任何指示。

9.8 The Client authorizes NHIS to act on Instructions relating to the Client's Securities, including the exercise of voting and other rights attached to the Securities. NHIS may decline to act on any Instruction in its absolute discretion without giving any reason thereof, or when such Instruction is incomplete or ambiguous or when NHIS does not have enough time to act on such Instruction. If the payment of any fees or expenses is required to exercise any of such rights, NHIS does not need to comply with any Instruction of the Client unless and until it has received all amounts necessary to fund such exercise.

9.9 向客户交还的证券不必是从客户处收取的原先的证券，只需向客户交还同样数量、种类和名称的证券。

9.9 Securities returned to the Client do not need to be the original Securities received from the Client, but need to be Securities of the same quantity, type and description.

9.10 新宏域国际根据本协议为客户保管的证券之风险将由客户完全承担，新宏域国际将不会对客户所遭受的任何损失和损害承担责任或义务，除非这类损失和损害是由新宏域国际的疏忽或欺诈行为直接导致的。

9.10 The Client will be solely responsible for the risks associated with the Securities held by NHIS for custody on behalf of the Client pursuant to this agreement, and NHIS will not be responsible or held liable for any losses or damages suffered by the Client unless such losses or damages has been caused as a direct consequence of a gross act of negligence or fraud on the part of NHIS.

9.11 为偿付客户（或该等证券的实益拥有人）在证券交易或由新宏域国际向客户提供财务融通时欠新宏域

国际或其任何联营公司的债务，新宏域国际可以在不预告告知客户的情况下处置客户账户中的现金、证券或其他资产以清偿债务。

9.11 For the purpose of settling any liabilities the Client (or the ultimate beneficiary of such Securities) owing to NHIS or any of its Associates in respect of any Securities Transactions or any credit facilities provided by NHIS to the Client, NHIS may dispose of the monies, Securities or other assets in the Client's account without prior notification to the Client.

## **10. 利益冲突**

### **10. Conflict of Interest**

10.1 新宏域国际及其董事、高级职员或雇员及其业务代理人可以为其本身的利益或联营公司的利益进行交易。

10.1 NHIS and its directors, officers, employees or Business agents may trade for the benefit of itself or its Associate.

10.2 新宏域国际有权（不论是自行买卖或代表联营公司或其他的客户）买入、卖出、持有或买卖任何证券，或采纳与客户指示对立的仓盘买卖。

10.2 NHIS has the right to (whether on its own account or on behalf of the Associate or other clients) buy, sell, hold or deal in any Securities or adopts position dealings opposite to the Client's Instructions.

10.3 新宏域国际有权将客户指示与其他客户的指示进行对盘。

10.3 NHIS has the right to match the Client's Instructions with those of other clients.

10.4 新宏域国际有权对新宏域国际或其联营公司有持仓或就该证券作为包销商、保荐人或其他身份的证券进行交易。

10.4 NHIS has the right to effect Transactions in Securities in which NHIS or its Associate has a position or in respect of which NHIS or its Associate acts as underwriter, sponsor or otherwise.

10.5 新宏域国际有权以任何理由将指示给予其他经纪执行。

10.5 NHIS has the right to have the Instructions executed by any other brokers.

10.6 新宏域国际有权要求、接受及保留任何因执行买卖产生之回佣、经纪费、佣金、费用、利益、折扣及其他由交易产生之利益。新宏域国际亦可以其酌情权提供任何利益予交易相关之任何人士。

10.6 NHIS has the right to request, accept and retain any rebates, brokerage fees, commissions, fees, benefits and discounts arising from execution of tradings and other benefits derived from Transactions. NHIS may also in its sole discretion provide any benefits to any persons related to such Transactions.

10.7 在本条款中提及的任何情况下，新宏域国际都不负有对客户说明自身所得利润或利益的义务。

10.7 In any of the circumstances mentioned in this Clause, NHIS shall not be obliged to account to the Client for any profits or benefits it obtained.

## 11. 客户身份

### 11. Client's Identity

如果客户为其顾客的账户进行联交所上市证券或有关的衍生工具的交易，不论是否受顾客全权委托，以代理人身份抑或以当事人身份与客户进行对盘交易，客户兹同意在新宏域国际接受香港监管机构进行有关交易的调查时，下列条款将会适用：

If the Client effects Transactions in Securities listed on the SEHK or related derivatives for the account of his customer, whether on a discretionary or non-discretionary basis, and whether entering into matching transactions as an agent or as a principal with his customer, the Client hereby agrees that the following provisions shall apply when NHIS is investigated by Hong Kong Regulators respecting related Transactions:

11.1 受制于下面条款，客户在收到新宏域国际的要求后（该要求应包括香港监管机构有关的联络资料），应实时向香港监管机构提供与其账户进行交易的顾客及（就客户所知的）交易最终受益人的身份、地址、职业和详细联络资料。客户还应将引发交易的第三方（如果该第三方并非客户/最终受益人）的身份、地址、职业和详细联络资料告知香港监管机构。

11.1 Subject to the following clauses, the Client shall, immediately upon request by NHIS (such request shall include the relevant contact details of the Hong Kong Regulators), provide the identity, address, occupation and contact details of the customer effecting Transactions with the Client's Account and (so far as known to the Client) of the ultimate beneficiary to the Hong Kong Regulators. The Client shall also provide the identity, address, occupation and contact details of the third party (if different from the customer/ultimate beneficiary) who initiated the Transactions to the Hong Kong Regulators.

11.2 如果客户为集体投资计划、全权委托账户或全权委托信托进行交易，客户须按新宏域国际的要求（该要求应包括香港监管机构有关的联络资料）实时向香港监管机构提供有关该计划、账户或信托的身份、地址和的详细联络资料；及（如适用）提供有关该名代表该计划、账户或信托向客户下达交易指示的人士之身份、地址和详细联络资料。

11.2 If the Client effects Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by NHIS (such request shall include the relevant contact details of the Hong Kong Regulators), provide the identity, address and contact details of such scheme, account or trust to the Hong Kong Regulators, and (if applicable) provide the identity, address, occupation and contact details of the person giving Transactions Instructions to the Client on behalf of such scheme, account or trust to the Hong Kong Regulators.

11.3 如果客户为集体投资计划、全权委托账户或全权委托信托进行交易，客户在其全权代表该计划、帐户或信托进行投资权力已予撤销时，须在尽快可行的情况下通知新宏域国际。在客户的全权代客投资权力已予撤销情况下，客户须按新宏域国际的要求（该要求包括香港监管机构有关的联络资料）实时向香港监管机构提供有关该名/或多名曾向客户下达有关交易指示的人士的身份、地址和详细联络资料。

11.3 If the Client effects Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform NHIS when its authority to invest on a discretionary basis on behalf of such scheme, account or trust is revoked. In the case where the Client's authority to invest on a discretionary basis on behalf of his customer has been revoked, the Client shall, immediately upon request by NHIS (such request shall include the relevant contact details of the Hong Kong Regulators), provide the identity(ies), address(es), occupation(s) and contact details of the person or persons giving related Transactions Instructions to the Client on behalf of the Hong Kong Regulators.

11.4 如果客户知悉其顾客乃作为其本身顾客的中介人进行交易，但客户并不知道有关交易所涉及的相关顾客的身份、地址、职业和详细联络资料，则客户应该确认以下各项：

11.4 If the Client is aware that its customer is effecting Transactions as intermediary for its own customer, but the Client does not know the identity, address, occupation and contact details of the underlying customer in respect of whom the related Transactions is effected, the Client shall confirm that:

（1）客户已经与该顾客作出安排，授权客户可按要求立即向其取得本协议第 11.1 和 11.2 条中列出的各项资料；或促使取得有关资料；及

（1） he has arrangements in place with such customer by which the Client is authorized to obtain the information set out in Clauses 11.1 and 11.2 from its customer immediately upon request; or procure obtaining such information; and

（2） 客户将按新宏域国际就有关交易提出的要求，立即要求或促使向客户下达交易指示的该顾客提供本协议第 11.1 和 11.2 条中列出的各项资料，并在收到其所提交的资料后即呈交予香港监管机构。

（2） on request from NHIS in respect of related Transactions, he will promptly request or procure the customer who gives Transaction Instructions to the Client to provide the information set out in Clauses 11.1 and 11.2, and shall, as soon as receiving those information, submit them to the Hong Kong Regulators.

11.5 如有需要，客户确认已经得到进行交易的顾客、集体投资计划、全权委托账户或全权委托信托的全部同意或豁免，使客户可以向香港监管机构提供以其账户进行的有关顾客、计划、账户或信托的身份和详细联络资料及交易最终受益人和引发交易人士（如果该等人士并非其顾客/最终受益人）的身份和详细联络资料。

11.5 The Client confirms that, where necessary, he has obtained all consents or waivers from the customer, collective investment scheme, discretionary account or discretionary trust effecting the Transactions, so that the Client can provide to the Hong Kong Regulators the identity and contact details of such customer, scheme, account or trust that effecting Transactions in his Account as well as the identity and contact details

of the ultimate beneficiary and the person (if different from his customer/ultimate beneficiary) who initiated the Transactions.

11.6 即使本协议终止，本条款中所列各规定依然有效。

11.6 The provisions in this Clause shall survive notwithstanding the termination of this Agreement.

## 12. 新上市证券

### 12. Newly Listed Securities

12.1 如果客户要求并授权新宏域国际作为其代理人及为客户或其他任何人士的利益申请于交易所新上市及/或新发行的证券，客户向新宏域国际及为了新宏域国际的利益而作出保证，即新宏域国际有权代表客户作出该等申请。

12.1 In the event that the Client requests and authorizes NHIS, acting as his agent and for the benefit of the Client or any other person, to apply for Securities newly listed and/or issued on the Exchange the Client warrants to NHIS and for NHIS's benefit that NHIS has the right to make such applications on the Client's behalf.

12.2 客户应熟悉并遵守在招股书，发行文件，申请表或其他相关文件中规定的有关新上市或发行证券的条款和条件，并同意在与新宏域国际进行的此类申购交易中接受此类条款或条件的约束。

12.2 The Client shall be familiar and comply with the terms and conditions governing the newly listed or issued Securities set out in the prospectus, offering documents, application forms or any other relevant documents, and the Client agrees to be bound by such terms and conditions in such subscription Transactions with NHIS.

12.3 客户兹向新宏域国际作出新上市及/或发行证券申请人（不论是向有关证券的发行人、保荐人、包销商或配售代理人、交易所或任何其他相关监管机构或人士）所要求作出的所有声明、保证和承诺。

12.3 The Client hereby makes to NHIS all the declarations, warrants and undertakings as required of the applicant (whether to the issuers, sponsors, underwriters or placing agents of the relevant Securities or the Exchange or any other relevant regulators or persons) for newly listed and/or issued Securities.

12.4 客户进一步声明及保证，并授权新宏域国际在任何申请表（或其他文件）中向交易所和其他相关人员披露并保证，此类由新宏域国际代表客户所作的申购是唯一的申购。客户不会为自己或其委托人提出或委托第三方提出相同或类似申购。客户确认并接受，新宏域国际、发行人、保荐人、承销商或配售代理人、交易所和其他相关监管机构或人员均可依赖及适用前述披露和保证。

12.4 The Client further represents and warrants, and authorizes NHIS to disclose and warrant to the Exchange and other relevant persons in any application forms (or otherwise), that such application made by NHIS on behalf of the Client is the only application. The Client will not make or entrust a third party to make a duplicate or similar application for himself or his principal. The Client acknowledges and accepts that NHIS, the issuers, sponsors, underwriters or placing agents, the Exchange or any other regulators or persons could

rely and apply the aforesaid disclosures and warranties.

12.5 客户确认，倘若一家未上市的公司除证券买卖外未有从事其他业务，而客户对该公司具法定控制权力，则该公司作出的申请应被视为为客户的利益而作出的。

12.5 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

12.6 遵守相关规则和行业惯例：客户确认和理解有关证券申购的法律和监管要求、市场惯例以及任一新上市或发行证券的要求都可能因时不同。客户保证向新宏域国际提供新宏域国际认为按此等法律和监管要求 and 市场惯例必须提供的资料，并采取额外的步骤提供附加的申明、授权和保证。

12.6 Compliance with applicable rules and industry practices: The Client recognizes and understands that the legal and regulatory requirements, market practices and the requirements of any newly listed and/or issued Securities in respect of Securities applications may vary from time to time. The Client undertakes to provide to NHIS such information as NHIS in its absolute discretion determine to be necessary in accordance with such legal and regulatory requirements and market practices, and to take additional steps to provide additional representations, authorizations and warranties.

12.7 新宏域国际或其代理人为新宏域国际本身及/或客户及/或为新宏域国际之其他客户作出的大额申请，客户确认并同意：

12.7 In relation to the bulk application made by NHIS or its agent on NHIS's own account and/or on behalf of the Client and/or NHIS's other clients, the Client acknowledges and agrees that:

- (1) 该大额申请可能会因与客户及客户申请无关的理由而被拒绝，而在没有欺诈、疏忽和故意违约的情况下，新宏域国际和其代理人无须就该拒绝对客户或任何其他人士负上责任；
- (1) such bulk application may be rejected for reasons unrelated to the Client and his application, and neither NHIS nor NHIS's agent shall, in the absence of fraud, negligence or willful default, be liable to the Client or any other person for such rejection;
- (2) 倘若该大额申请因声明和保证被违反或任何与客户有关的理由而被拒绝，客户将按本协议向 新宏域国际作出弥偿。客户确认，客户亦会对其他受上述违反或其他理由影响的人士的损失负上责任；及
- (2) if such bulk application is rejected as a result of the representations and warranties being violated or any reasons related to the Client, the Client will indemnify NHIS in accordance with this agreement . The Client acknowledges that it will also be liable to the damages suffered by other persons affected by the aforesaid violations or other factors; and
- (3) 尽管有条款第 5.4 条的规定，倘若大额申请只获部分发售，客户同意新宏域国际可按其绝对



酌情 权决定分配所购得证券的方式，包括在所有参加大额申请的客户间平均分配证券。客户不得对有关申请分配证券的数额或优先次序提出异议。

- (3) despite of the provisions in Clause 5.4, if only a part of the bulk application is offered, the Client agrees that NHIS may in its absolute discretion determine the ways for distributing the Securities acquired, which include distributing the Securities equally among all clients participated in the bulk application. The Client shall not object to the quantity or priority of the Securities distribution of such application.

12.8 新宏域国际在收到客户要求申请及购买在市场以发行新股形式发出之股票（“新股”）时，新宏域国际可向客户提供该新股贷款。由于就该新股贷款或其他事项为客户欠付到期及须实时缴付之所有本金、利息、及其它款项（“有抵押负债”）作出之持续性担保，客户作为实益拥有人以第一固定抵押形式向新宏域国际抵押新股股票，直至客户向新宏域国际全数付清有抵押负债；客户兹此表明授权新宏域国际就受抵押股票之任何部份收取及运用新宏域国际收到之所有金额，不论该金额之性质，并以新宏域国际全权决定之方式及时间以偿还上述有抵押负债。客户同意第二部份保证金客户协议书内的相关条款将适用于该新股贷款及根据该申请所分配、购买或转让的新股。

12.8 Upon receipt of request from the Client for application and acquisition of the shares offered in the market by way of new issuance ("New Shares"), NHIS may provide loans to the Client to acquire such New Shares. To provide continuing guarantee respecting such New Shares loans or other matters for all the due and immediately payable principals, interests and other amounts ("Secured Liabilities") of the Client, the Client, as the ultimate beneficiary, pledges such New Shares to NHIS by way of first fixed charge until the Client has paid off all Secured Liabilities to NHIS; the Client hereby authorizes NHIS to charge and apply all sums of whatever nature received by NHIS in respect of any part of the pledged shares and to repay the aforesaid Secured Liabilities in such manner and at such time as NHIS in its discretion may determine. The Client agrees that the related provisions set out in Section 2 "CLIENT AGREEMENT FOR MARGIN ACCOUNTS" will apply to such New Shares loans and the New Shares allocated, acquired or transferred pursuant to such application.

### 13. 交易的通知和结单

#### 13. Transaction Notices and Statements

13.1 新宏域国际将通过以下方式向客户报告交易执行的情况：

13.1 NHIS will report to the Client about the status of Transactions execution in the following ways:

- (1) 以电话、传真或其他方式迅速地作出报告，及/或  
(1) promptly by telephone, facsimile or otherwise; and/or

- (2) 在执行交易之后两个营业日内，向客户寄送交易确认书和账户结单，或以电子确认书和账户结

单方式通知客户。

(2) by sending the Client Transactions confirmation and account statement by post or by electronic means in two business days after Transactions execution.

在任何特定月份，除非没有任何交易或结余，新宏域国际将向客户寄送记录当月交易状况摘要的月度结单或发出电子月度结单。

In any particular month, unless there is no Transaction or balance, NHIS will send the Client a physical monthly statement showing the monthly transaction summary or an electronic monthly statement.

13.2 客户有责任仔细审核交易确认书、账户结单和月度结单，并在该确认书或结单发出之日后 5 个营业日或新宏域国际一般或就个别的案件指定的时间内，以书面方式向新宏域国际报告其中的错误或不符。客户同意新宏域国际不承担由于迟延向新宏域国际报告错误导致的损害和受市场波动影响的责任。另外，在没有明显错误的情况下，交易确认书、账户结单和月度结单将是不可推翻的，客户将被视为已放弃质询任何错误的权利，新宏域国际亦被解除对客户就结单或任何有关账户采取或未采取的行动的索偿责任。

13.2 The Client has the duty to examine carefully the Transaction confirmations, the account statements and the monthly statements, and to notify NHIS in writing of any error or inconsistency therein within 5 Business Days or such other period of time as specified by NHIS generally or in any particular case after the sending date of such confirmations or statements. The Client agrees that NHIS is not responsible for the damages caused by the delay in notifying NHIS of such errors and for the influence of market fluctuations. Furthermore, in the absence of manifest errors, the Transaction confirmations, the account statements and the monthly statements shall be conclusive, the Client shall be deemed to have waived the right to challenge any errors, and NHIS shall be released from all claims by the Client in connection with the statements or any action taken or omitted regarding the Account.

## 14. 保密

### 14. Confidentiality

14.1 新宏域国际将为账户有关的资料保密，但为遵照交易所和证监会或任何其他监管机构（包括海外监管机构）的规定或要求资料时，新宏域国际可以在无需征求客户同意或无需通知客户的情况下，将该等资料提供予该等机构。新宏域国际亦可在无需征求客户同意或无需通知客户的情况下，将该等资料提供予新宏域国际的联营公司。

14.1 NHIS will keep information relating to the Account as confidential, provided that NHIS may provide, without any consent from or notification to the Client, such information to the Exchange and the SFC or any other regulatory authorities (including overseas regulatory authorities) to comply with their requirements or requests for information. NHIS may also provide, without any consent from or notification to the Client, such information to NHIS's Associates.

14.2 对于个人客户，新宏域国际将遵守监管个人资料之使用的香港《个人资料（私隐）条例》。新宏域国际有关个人资料使用的政策和应用载于本协议的附录 1 内。客户确认已完全明白及接受载于附录 1 内的条款。

14.2 Where the Client is an individual, NHIS will comply with the Hong Kong Personal Data (Privacy) Ordinance, which regulates the use of personal data. NHIS's policies and practices relating to the use of personal data are set out in Appendix 1 to this Agreement. The Client acknowledges that he fully understands and accepts the provisions set out in Appendix 1.

## 15. 违约事件

### 15. Event of default

15.1 下列任何一事件均构成违约事件（“违约事件”）：

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

(1) 客户无法按照新宏域国际要求支付或逾期未能向新宏域国际或其联营公司支付任何存款或应付款项、或未能向新宏域国际提交任何文件或交付任何证券；

(1) the Client's failure to pay any deposits or sums payable to NHIS or its Associates or such deposits or sums are overdue, or failure to submit any document or deliver any Securities to NHIS;

(2) 客户未履行本协议的任何条款，及未遵守任何法例、规则和相关交易所及/或结算所的规则和规例；

(2) the Client's failure to perform any provisions of this Agreement and failure to comply with any laws or rules and rules and regulations of the relevant Exchange and/or Clearing House;

(3) 客户已被提出破产呈请、清盘呈请，或针对客户的类似法律程序已开始；

(3) the filing of a petition of bankruptcy or winding up or the commencement of other analogous proceedings against the Client;

(4) 客户身故（指个人客户）或客户被法庭裁定为精神失常或无胜任能力；

(4) the death of the Client (being an individual) or the Client being judicially declared as insane or incompetent;

(5) 针对客户的任何扣押、执行或其他法律过程；

(5) the enforcement of any attachment, execution or other legal process against the Client;

(6) 客户在本协议或任何文件中向新宏域国际作出的任何陈述或保证不正确或误导；

(6) any representations or warranties made by the Client to NHIS in this Agreement or in any document

being incorrect or misleading;

(7) 客户（指非个人客户）签署本协议所必要的任何同意、授权或董事会决议被部分或全部撤回或暂时中止或终止或不再全面有效；及

(7) any consent, authorization or board resolution necessary for the Client (being non-individual Client) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to be in full force and effect; and

(8) 新宏域国际认为发生了可能危及新宏域国际在本协议所拥有权利的任何事件。

(8) the occurrence of any event which, in the opinion of NHIS, might jeopardize its rights under this Agreement.

15.2 如果发生违约事件，在无损新宏域国际的其他权利或新宏域国际向客户获得补偿的权利，及无需进一步通知客户的情况下，新宏域国际有权采取以下行动：

15.2 If an Event of Default occurs, without prejudice to any other rights of NHIS or NHIS's right of compensation against the Client and without further notice to the Client, NHIS shall be entitled to:

(1) 立即结束账户；

(1) close the Account immediately;

(2) 终止本协议的全部或任何部分；

(2) terminate all or any part of this Agreement;

(3) 取消新宏域国际作出之所有承诺；

(3) cancel all commitments made by NHIS;

(4) 取消任何或所有未完成的买卖盘和代表客户所作的任何其他承诺；

(4) cancel any or all outstanding orders and any other commitments made on behalf of the Client;

(5) 将新宏域国际和客户之间的任何或所有合约平仓，或在相关交易所购买证券以填补客户的任何空仓，或在相关交易所卖出证券以结清客户的任何长仓；

(5) close any or all contracts between NHIS and the Client, cover any short positions of the Client through purchasing Securities on the relevant Exchange, or liquidate any long positions of the Client through selling Securities on the relevant Exchange;

(6) 收取由新宏域国际不时厘定之违约利息及/或手续费；

(6) charge the default interests and/or fees determined by the NHIS from time to time;

(7) 处置代表客户持有的任何或所有证券，并用所得收益以及客户的任何现金存款偿还欠新宏域国际及/或其联营公司的未清余额，包括新宏域国际转让或卖出客户账户内所有或任何证券或财产，或完整其所

有权时所招致的所有成本、费用、法律费用及其他开支，包括印花税、佣金及经纪佣金；

(7) dispose of any or all Securities held on behalf of the Client, and apply the proceeds and any deposits of the Client to satisfy the outstanding balances owing to NHIS and/or its Associates, including all costs, charges, legal fees and other expenses (including stamp duties, commissions and broker commissions) incurred when NHIS transfers or sells all or any Securities or property in the Client's Account or, completes its ownership.

(8) 就代客户进行的任何出售，借入或购买交收所需的任何证券；及

(8) borrow or buy any Securities required for delivery in respect of any sale effected on behalf of the Client; and

(9) 根据条款第 18 条，合并、整合、留置和抵销客户的任何或所有账户。

(9) pursuant to Clause 18, merge, consolidate, hold on lien and offset any or all accounts of the Client.

如果违约事件发生，根据本协议客户欠新宏域国际的所有到期或欠下的款项将立即到期付款并须立刻缴交。

All amounts due or owing by the Client to NHIS under this Agreement shall become immediately due and payable if an Event of Default occurs.

#### 15.3 若根据本条款出售任何证券：

##### 15.3 In the event of sale of any Securities pursuant to this Clause:

(1) 如果新宏域国际已经作出了适当努力并以当时的市场价格卖出或处置证券或其中任何部分，新宏域国际将不承担因此导致的任何损失；

(1) NHIS shall not be responsible for any losses caused thereby if NHIS has made reasonable endeavours and has sold or disposed of the Securities or any part thereof at the prevailing market price;

(2) 新宏域国际有权按其酌情权以当时的市场价格，为其本身保留或向其他人卖出或处置客户拥有的所有证券或其中任何部分。新宏域国际不会以任何方式承担因此而导致的损失，并且没有义务说明新宏域国际及/或其任何联营公司由此而获得的任何利润；及

(2) NHIS shall be entitled, at its discretion, to retain for itself or sell or dispose of all Securities owed by the Client or any part thereof at the prevailing market price. NHIS will not in any way assume the losses occasioned thereby and has no obligation to account for any profit made therefrom by NHIS and/or any of the Associates; and

(3) 如果卖出证券获得的净收益不足以弥补客户欠新宏域国际的款项，客户同意向新宏域国际支付其不足部分。

(3) the Client agrees to pay to NHIS any deficiency if the net proceeds received from the sale of Securities

are insufficient to cover the amount owing by the Client to NHIS.

## 16. 协议的终止

### 16. Termination of the Agreement

16.1 签署本协议的任何一方向另一方提出书面通知，均可于任何时候终止本协议。如果发生下列的一种或多种情况，新宏域国际也可以立即终止本协议：

16.1 Either party signing this Agreement may terminate this Agreement at any time by giving written notice to the other party. NHIS may terminate this Agreement immediately upon the occurrence of any one or more of the following events:

（1）客户给予新宏域国际于本协议内的授权被撤回或有效期届满时（或当客户被要求就该项授权续期时）没有加以续期；或

（1） the withdrawal or non-renewal upon expiry (or when the Client is asked to provide such renewal) of the Client's authorization to NHIS in this Agreement; or

（2） 客户撤回按本协议第 9.6 条所作出的委任，不再委任新宏域国际作为客户的保管人；或

（2） the withdrawal of the Client's appointment of NHIS as his custodian under Clause 9.6 of this Agreement; or

（3） 客户发生本协议第 15 条的违约事件；或

（3） the Client has any Events of Default set out in Clause 15 of this Agreement; or

（4） 客户将予终止账户；或

（4） the Client will close the Account; or

（5） 客户不接受新宏域国际对本协议条款或业务操作规则的修订。

（5） the Client rejects the amendments made by NHIS to the provisions of this Agreement or rules of business.

按本条款规定终止协议时，不会影响新宏域国际根据本协议在终止前已进行的任何交易和客户在本协议下所作的担保、声明、承担及赔偿保证，该等保证、声明、承担及赔偿保证在本协议终止后继续有效。

Termination of this Agreement under this Clause shall not affect any Transactions entered into therebefore by NHIS pursuant to this Agreement and the guarantees, representations, commitments, and indemnities made by the Client pursuant to this Agreement, and such guarantees, representations, commitments, and indemnities shall survive the termination of this Agreement.

- 16.2 当本协议依据本条款终止时，客户在本协议下所有到期或欠下的款项将立即到期付款并须立刻缴交。尽管客户有任何相反的指示，新宏域国际不再有任何责任按本协议各项条款的规定代表客户买卖证券。
- 16.2 Upon termination of this Agreement under this Clause, all amounts due or owed by the Client under this Agreement shall become immediately due and payable. NHIS shall have no further obligations to deal in Securities on behalf of the Client in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Client to the contrary.
- 16.3 当本协议终止时，新宏域国际有权行使绝对酌情权，卖出、变卖、赎回、清算或采取其他方法处置客户的全部或部分证券，以偿还客户所欠新宏域国际之所有债务，前述处置风险和成本由客户独自承担，新宏域国际对客户所遭受的任何损失或损害均不承担任何责任。
- 16.3 Upon termination of this Agreement, NHIS shall be entitled to exercise its absolute discretion to sell, realize, redeem, liquidate or otherwise dispose of all or part of the Client's Securities to satisfy all indebtedness of the Client to NHIS; the risk and cost of the aforesaid disposals shall be borne solely by the Client, and NHIS shall not be held liable for any losses or damages suffered by the Client.
- 16.4 新宏域国际根据本条款的规定从卖出、变卖、赎回、清算或采取其他方法处置所获得的任何现金净额将贷记入客户账户；在首先扣除新宏域国际在前述出售、变卖、赎回、清算或以其他形式处置中发生的所有成本、收费、过户费、开支（包括法律费用），应付给或结欠新宏域国际的所有其他款项及金额，及已计或应计支付给新宏域国际而尚未偿付的所有其他债务（不论是实有的还是或有的，不论是现有、将来的还是其他性质的）。所有未变卖和未处置的证券及新宏域国际拥有任何有关的业权文件都将在客户自行承担风险和自行支付相关费用的条件下交付给客户。
- 16.4 Any net cash proceeds received by NHIS pursuant to the provisions of this clause from such sale, realization, redemption, liquidation or other disposals shall be credited to the Client's Account; such proceeds shall first deduct of all costs, charges, transfer fees and expenses (including legal expenses) incurred by NHIS in the aforesaid sale, realization, redemption, liquidation or other disposals, all other monies and sums due or owing to NHIS, and all other debts accrued or accrual and payable but remain unpaid to NHIS (whether actual or contingent, present or future or of other nature). All Securities not realized and disposed of together with any relevant documents of title in NHIS's possession shall be delivered to the Client at the Client's sole risks and expenses.
- 16.5 如果账户仍出现结欠，客户应当立即向新宏域国际支付相等于该账户结欠金额及相应利息，连同新宏域国际通知客户该金额直至实际收到全部支付款项之日（在任何法律裁决之前或之后）的有关资金成本的款项。
- 16.5 If a debit balance on the Account still exists, the Client shall immediately pay to NHIS an amount equal to such debit balance together with the relevant cost of funding of such amount up to the date of actual receipt of the payment in full (before and after any legal judgement) as NHIS notifies the Client.



16.6 为履行本条款的规定，新宏域国际可以在有关日期以（由新宏域国际据其绝对酌情权决定的）相关外汇交易市场当时（由新宏域国际据其绝对酌情权决定）的即期汇率进行必要的货币转换。

16.6 For the purposes of performing this Clause, NHIS may effect such currency conversions as necessary at the spot rate of exchange prevailing at the time (as determined by NHIS in its absolute discretion) in the relevant foreign exchange market (as determined by NHIS in its absolute discretion) on the relevant date.

## 17. 责任与赔偿

### 17. Liability and Indemnity

17.1 新宏域国际将尽力遵从和执行由客户发出并被新宏域国际接受的关于账户和交易的指示；然而，新宏域国际或其董事、高级职员、雇员及代理人（除非已经证实他们或他们其中的任何人有欺诈行为和故意违约行为）均不对客户由于以下原因导致的任何损失、费用或损害承担任何责任（不论基于合约、侵权行为或其他责任）：

17.1 NHIS will use its best efforts to comply with and carry out the Instructions given by the Client and accepted by NHIS concerning the Account and the Transactions; provided, however, that neither NHIS nor any of its directors, officers, employees or agents (unless it has been established that they or any of them commit acts of fraud and willful default) shall be held liable howsoever (whether in contract, tort or otherwise) for any losses, expenses or damages suffered by the Client as a result of the followings:

（1）新宏域国际欠缺能力、不能或延迟遵守或执行任何指示或该指示含糊或有不完善之处；或

（1） the inability, failure or delay on the part of NHIS to comply with or carry out any Instruction or any ambiguity or defect in such Instruction; or

（2）新宏域国际忠诚地按照或信赖客户的指示行事，无论该指示是否在新宏域国际或其联营公司或其任何董事、高级职员、雇员或代理人给予提议、建议或意见后发出；或

（2） NHIS's acting or relying in good faith on any Instruction of the Client, whether or not such Instruction is given after NHIS or any of its Associates or any of its or their directors, officers, employees or agents has or have provided any recommendations, advices or opinions; or

（3）新宏域国际因任何不受其控制的原因导致其不能履行本协议下的责任，包括任何政府或监管机构的限制、任何交易所（或其个别部门）的关闭或裁决、暂停交易、传讯或计算机设备出现故障或失灵、邮政或其他罢工或其他类同的工业行动、任何交易所、结算所、业务代理或其他人士不能履行其责

任；或

（3） NHIS's failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restrictions, closure of or rulings by any Exchange (or any division thereof), suspension of trading, breakdown or failure of communication or computer facilities, postal or other strikes or other similar industrial actions, or the failure of any Exchange, Clearing House,



Business agent or other person to perform its obligations; or

(4) 任何交易所、结算所、业务代理或其他人士因任何原因停止承认任何交易的存在或有效性，或不能履行或撤销任何上述交易之合约，但任何上述情况的发生不能影响客户在此合约下对该等合约或从其产生的责任和义务；或

(4) any Exchange, Clearing House, Business agent or other person ceasing for any reason to recognize the existence or validity of any Transactions or failing to perform or withdraw any contracts of such Transactions, provided that the occurrence of the foregoing shall not affect the Client's obligations and duties hereunder in respect of such contracts or arising therefrom; or

(5) 任何以口头或电子通讯方式发出的指示被错误理解、错误诠释，或电子讯息传递出现挤塞情况或因任何其他原因导致传递上出现延误或错误，或新宏域国际用作接收及处理透过电讯装置传递指示的电话或通讯系统或装置及所有其他有关设备、设施及服务出现任何机械故障、暂停或停止持续运作或不足。

(5) the mis-understanding or mis-interpretation of any Instruction given by means of oral or electronic communications, or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, suspension or termination in the continuing operation or availability and mechanical failure or inadequacy of NHIS's telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and service

17.2 客户同意，对于因任何交易而导致的或与之有关的，或因新宏域国际依照本协议规定而采取或不采取任何行为而导致的，或因客户违反其在本协议中任何义务而导致的，且是新宏域国际和其联营公司，

其业务代理及其各自的董事、高级职员、雇员和代理人（“受偿人”）中任何一个及/或全体所蒙受或发生的损失、成本、索赔、责任或费用（含法律费用），包括新宏域国际在收取客户所欠债务和账户结欠过程中，新宏域国际在行使本协议下的权利或与终止账户有关的合理费用，及因交易导致任何交易所及/或结算所向新宏域国际征收的罚款，客户将对受偿人作出充分赔偿，并维持对受偿人作出赔偿。

17.2 The Client agrees to fully indemnify and keep indemnified NHIS and its Associates and its Business agents as well as their respective directors, officers, employees and agents (“Indemnified Persons”) against any losses, costs, claims, liabilities or expenses (including legal fees) that may be suffered or incurred by any and/or all of the Indemnified Persons arising out of or in connection with any Transactions or arising out of any action or omission by NHIS in accordance with the provisions of this Agreement or the breach by the Client of any of its obligations under this Agreement, including any costs reasonably incurred by NHIS in collecting any debts owing by the Client and any due amounts on the Account, in enforcing the rights of NHIS hereunder or in connection with the closure of the Account, and any penalty charged as a result of any Transaction to the Company by any Exchange and/or Clearing House.

17.3 倘若客户因新宏域国际之过失而蒙受金钱损失，其有效索偿将由有关监管规则下所成立之赔偿基金偿

付，惟须受该有关监管规则所定之金额上限及条款规限。因此，并无保证该等金钱损失或获赔偿基金悉数、部分或任何赔偿。

17.3 If the Client suffers any pecuniary losses due to NHIS's default, his effective claims will be paid by the compensation fund established under the relevant regulatory rules, but shall be subject to the monetary caps and terms stipulated by such relevant regulatory rules. Therefore, there is no guarantee that such pecuniary loss will be paid in full, in part or at all by out of the compensation fund.

## **18. 账户的抵销、留置和合并**

### **18. Set-Off, Lien and Combination of Accounts**

18.1 在不损害新宏域国际的任何一般留置权、抵销权或新宏域国际依法享有的类似权利的情况下及除此等权利之外，对于客户不论为任何目的交由新宏域国际代管或在任何账户内（不论是其个人或与人联名持有），或不论何时及不论为任何目的（包括保管）而由新宏域国际或其联营公司保管的任何资金、商品或其他财产，亦享有一般留置权，以此作为赔偿和清偿客户因交易或其他缘故引致而欠新宏域国际及/或其联营公司的所有债务的连续担保。

18.1 Without prejudice to any general liens or rights of set-off of NHIS or similar rights NHIS may be entitled under laws and in addition such rights, NHIS shall also be subject to general liens towards any monies, commodities or other properties that the Client delivers to NHIS for custody for any purpose or holds in any Account (whether held by himself or jointly with others), or that are held by NHIS or its Associates in custody at any time and for any purpose (including for safekeeping) as a continuing security for the compensation and payment of all debts the Client owing to NHIS and/or its Associates as a result of the Transactions or otherwise.

18.2 在不损害新宏域国际的任何一般留置权、抵销权或新宏域国际依法享有的类似权利的情况下及除此等权利之外，所有或任何存放于或由新宏域国际及/或联营公司以其他方式代客户或以客户名义持有的证券、资产、款项或任何其他财产，不论上述证券、资产、款项或其他财产是属于保管或其他性质，倘若客户有任何款项到期而未付，新宏域国际可将上述证券、资产、款项或其他财产或其任何部份以新宏域国际决定的价格及方式出售（新宏域国际获授权进行与此项出售有关而须做的一切事情），及利用出售所得款项以抵销或抵偿客户对新宏域国际及/或任何联营公司所负债务，不论其他人士对此等财产是否享有权益或新宏域国际对此等财产是否曾经垫支款项，亦不论客户在新宏域国际设有多个账户，新宏域国际有权随时合并及/或综合客户的账户，运用其中款项抵销客户欠新宏域国际或其任何联营公司的责任或债务而不须另行通知，不论该等责任或债务是实际或待确定的、基本或附带的、有担保或无担保的，个人承担或共同承担的。至于债务是否属实，概与新宏域国际无关，只要收到联营公司要求，新宏域国际即如数支付。

18.2 Without prejudice to any general liens or rights of set-off of NHIS or similar rights NHIS may be entitled under laws and in addition such rights, in respect of all or any Securities, assets, monies or any other

properties deposit at or otherwise held by NHIS and/or its Associate on behalf of or in the name of the Client , regardless such Securities, assets, monies or other properties are of custody or other nature, if the Client has any due yet unpaid amounts, NHIS may sell such Securities, assets, monies or other properties or any part thereof at such prices and in such manners as NHIS determines (NHIS is authorized to do all such things necessary in connection with such sale), and apply the proceeds of the sale to set off or satisfy the debts of the Client towards NHIS or any of its Associates, regardless whether any other person may have interests in such properties or whether NHIS has advanced payments respecting such properties, and regardless how many Accounts the Client opens with NHIS, and NHIS has the right to, at any time without notice to the Client, combine and/or consolidate the Client's Accounts and utilize the amounts therein to set off the obligations or liabilities the Client owing towards NHIS or any of its Associates, whether such obligations or liabilities are actual or contingent, fundamental or incidental, secured or unsecured, or joint or several. The truthfulness of such debts has nothing to do with NHIS, and NHIS would pay its Associates immediately in full upon request.

18.3 在不限或修改本协议一般条款的情况下，新宏域国际特此获授权在不作通知的情况下在客户在新宏域国际及其联营公司所设不同账户之间转移任何资产。

18.3 Without limitation or amendment to the general provisions of this Agreement, NHIS is hereby authorized to, without prior notification, transfer any assets among different Accounts the Client opens with NHIS and its Associates.

18.4 新宏域国际可于任何时候并毋须通知客户的情况下，酌情将账户内或服务下的款项，以合法途径按记项当天，由公司决定的兑换率兑换成任何货币以达到结合、合并或抵销的目的。

18.4 For the purpose of combination, consolidation or set off, NHIS may, at any time without notice to the Client and at its discretion, convert by lawful means the monies in the Account or under the services into any currencies at such exchange rate at the date of entry as determined by the company.

## 19. 共同和个别债务/继承人

### 19. Joint and Several Liability/Successors

当客户由两个或以上的人士组成时：

Where the Client comprises two or more individuals:

(1) 每位人士均共同地及个别地承担本协议项下的所有义务；

(1) each of such individuals shall be jointly and severally liable for all obligations under this Agreement.

(2) 由一名或以上联名客户发出或声称由一名或以上联名客户发出的证券账户的任何指示须被视为所有联名客户共同发出的有效指示；新宏域国际可以接受客户中任何一名人士所发出的指示，并向发出指

示的该名人士发出收据及可与该名人士就任何目的进行交易；

(2) any Instruction in relation to the Securities Account given or purported to be given by any one or more of the joint Clients shall be treated as a valid Instruction given by all joint Clients; NHIS may accept Instructions from, provide receipts to and deal for any purposes with any one of such individuals;

(3) 新宏域国际向客户中的任何一名人士的任何付款和证券交付将是有效的并完全免除新宏域国际对该联名客户中的每名人士所承担的责任，无论该付款和交付是在客户中任何一名或多名人士死亡之前或之后进行的；

(3) any payment and delivery of Securities made by NHIS to any one of the Client shall be a valid and complete discharge of NHIS's obligations towards each of such joint Client, regardless of whether such payment and delivery are made before or after the death of any one or more of the Client;

(4) 发给客户中任何一名人士的任何通知，都被视为等同于发给持有该账户的所有人士；

(4) any notice given to any one of the Clients shall be deemed notice to all holders of such Account;

(5) 客户间任何一名人士死亡（客户中仍有其他人士在世时）将不会导致本协议终止，已故者在账户的权益将归属于其他在世者，或为在世者的权益，但新宏域国际有权向该已去世客户之遗产强制执行由已去世客户承担之任何法律责任。客户中其他仍然在世的人士在得知发生个人死亡事件时，应立即以书面通知新宏域国际。

(5) the death of any one of the Client (when there is/are still surviving member(s) of the Client) will not lead to the termination of this Agreement, and the interest of the deceased in the Account will vest in or inure to the benefit of the survivor(s), provided that NHIS shall be entitled to enforce against such deceased Client's estate any legal liabilities assumed by the deceased Client. The surviving Client(s) shall give NHIS a written notice immediately upon becoming aware of any such death.

## 20. 声明和保证

### 20. Representations and Warranties

客户声明、保证和承诺（及将被视作于根据协议而进行交易的当天由客户重新作出）：

The Client represents, warrants and undertakes (and such representations, warranties and undertakings shall be deemed to be repeated by the Client on the date on which Transaction is made pursuant to this Agreement) that:

20.1 客户根据本协议提供的资料是真实、准确及完整的，及新宏域国际有权依赖该等资料行事直至新宏域国际收到有关资料更改的书面通知为止。如该等资料有重要变更，客户将立即以书面通知新宏域国际；新宏域国际同样有义务将其在名称，地址，注册状态，服务内容，费率以及保证金/卖空设施方面的重大变化及时通知客户。

20.1 The information provided by the Client pursuant to this Agreement is true, accurate and complete, and NHIS

shall be entitled to rely thereon until NHIS has received written notice of any changes to such information. The Client will notify NHIS immediately in writing of any material changes in such information; NHIS also has the obligation to inform the Client timely of any material changes on its name, address, registration status, services, charge rates and margin/short selling facilities.

20.2 已取得签署此等条款及于任何市场上进行任何证券交易所需的一切必须同意或授权，并具有十足效力及生效；

20.2 All necessary consents or authorizations necessary for signing these Terms and for the carrying out of any Securities Transaction on any market have been obtained and are in full force and effect;

20.3 客户具有开立证券账户及根据此等条款履行其责任的授权、权力及法定资格，此等条款对客户构成有效及具有法律约束力的责任；

20.3 The Client has the authority, power and legal capacity to open the Securities Account and to perform its obligations under these Terms, and these Terms constitute valid and legally binding obligations of the Client.

20.4 任何条款提及的执行、交付及履行将不会违反或违背任何适用于或对客户具约束力的法律，或迫使客户的资产产生了留置权、担保权益或产权负担；

20.4 The execution, delivery and performance mentioned in any clauses will not violate or in breach of any laws applicable to or binding on the Client or enforce the creation of any lien, security interest or encumbrance on the Client's assets;

20.5 客户须实时提供或设法提供予新宏域国际所需的相关资料及协助以便新宏域国际可履行及遵守协议下的义务；

20.5 The Client shall provide or endeavour to provide NHIS with the required relevant information, so that NHIS could perform and comply with its obligations under this Agreement.

20.6 当账户为客户账户时，客户设有可靠的制度去确认其客户的身分及有适当的制度及控制将存放于已混合的账户的款项，再分配给背后的个别客户。另外，客户对于开立账户及存入账户的款项的来源有确切的了解；

20.6 When the Account is the account of his customer, the Client has reliable systems in place to verify the identity of his customer and has appropriate systems and controls in place to redistribute the monies deposited in the combined Account to each of the underlying customers. In addition, the Client possesses the exact knowledge as to the source of funds used to open the Account and deposit into the Account;

20.7 于法律容许的范围内，客户保证及承诺按新宏域国际的要求追认及确认任何新宏域国际合理地履行本协议的责任或义务时合法地所作出的行为、契据、事项或作为。

20.7 Within the scope permitted by law, the Client warrants and undertakes to ratify and confirm as required by NHIS any acts, deeds, things or matters lawfully done by NHIS in the proper performance of its duties or obligations hereunder.

## **21. 风险披露**

### **21. Risk Disclosure**

21.1 客户声明及确认风险披露声明（列于附录 2）已向客户全部解释，及客户已被获邀寻求有关此等风险披露声明之独立法律及财务意见。

21.1 The Client represents and acknowledges that he has been fully explained of the Risk Disclosure Statements (annexed as Appendix 2) and has been invited to seek independent legal and financial advices in relation to these Risk Disclosure Statements.

21.2 客户并重申声明其已阅读该风险披露声明，并完全明白该内容及同意接受该内容的一切约束。

21.2 The Client further represents that he has read the Risk Disclosure Statements and fully understands the contents and agrees to be bound in all respects by the same.

## **22. 通知与通信**

### **22. Notices and Communications**

22.1 所有通知、报告、结单、确认书和其他通讯将以书面或电子形式（如适用）以专人送达、邮寄、传真或电子邮件的方式传达，如送致客户，应送致客户在开户表格中所载的地址、传真号码或电子邮件地址，或客户以书面通知新宏域国际之其他指定地址、传真号码或电子邮件地址；如送致新宏域国际，应送致新宏域国际不时选择及通知客户的办事处地址。有关普遍性的事项，例如佣金、利率的变更及本协议的修订，新宏域国际可以采用网站公布、电子交易系统发布等适当的公告方式通知客户，无须另行采用以上方式通知客户。

22.1 All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) and shall be delivered in person, by post, by facsimile or by e-mail, if to the Client, at the address, facsimile number or e-mail address provided by the Client in the Account Opening Form, or at such other address, facsimile number or e-mail address as designated by the Client through written notice to NHIS; and if to NHIS, at the address of its office as NHIS may from time to time select and notify the Client. For general issues such as changes in commission or interest rate and amendments to this Agreement, NHIS may inform the Client by ways of website releases, electronic trading system publications and other appropriate announcements without having to inform the Client through the above means.

22.2 所有通知、报告、结单、确认书和其他通讯，如：

22.2 All notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:



- (1) 以专人送达，则在送达客户之时被视作妥善送达；或
- (1) if delivered in person, at the time of delivery to the Client; or
  
- (2) 以传真或电子邮件方式，则在发送之时被视作妥善送达；或
- (2) if delivered by facsimile or e-mail, at the time of transmission; or
  
- (3) 如以邮寄方式发送，则在投寄后两个营业日被视作妥善送达；或
- (3) if sent by post, within 2 Business Days after posting; or
  
- (3) 如以公告方式，则在公告发出后当日被视作妥善送达。
- (3) if delivered by public announcement, on the date of publication.

22.3 客户同意定期查看其用于接收新宏域国际通讯的邮箱，电子邮箱，传真机和其他设备。对因客户未能、延误或疏于检查上述通讯来源或设施，或因上述通讯来源或设施故障而形成的任何损失，新宏域国际将不负任何责任。

22.3 The Client agrees to check regularly his mailbox, e-mail inbox, facsimile machine and other facilities used to receive communications from NHIS. NHIS will not be responsible for any losses arising from the Client's failure, delay or negligence to check such sources or facilities of communication or arising from any failure of such sources or facilities of communication.

22.4 为保护双方的利益，及时发现和纠正误解，客户同意并授权新宏域国际可以自主并无须进一步事先通知即可对双方之间的电子通讯和电话谈话进行监控和录音。

22.4 For the purpose of protecting the interests of both parties and detecting and rectifying misunderstandings in a timely manner, the Client agrees and authorizes NHIS to, at its discretion and without further prior notice, monitor and record the electronic communications and telephone conversations between both parties.

## 23. 修订

### 23. Amendments

客户同意，新宏域国际可于任何时候通过向客户发出合理的书面通知（包括公告方式）来修订本协议的条款。除非新宏域国际在发出有关通知后的 10 个营业日收到不予接受的书面通知，本协议的任何修订将被视为已经获得客户的接受。

The Client agrees that NHIS may amend the terms of this Agreement by giving reasonable written notice (including by way of announcement) to the Client at any time. Any amendment to this Agreement shall be deemed to have been accepted by the Client unless written notice of objection is received by NHIS within 10 Business Days after dispatch of the related notification.

## 24. 转让

### 24. Assignment

24.1 在无须事先通知客户及取得客户同意的情况下，新宏域国际可以将其在本协议项下或与客户账户相关的所有权利义务转让予其认为合适的人士。

24.1 NHIS may, without prior notice to or consent from the Client, assign all its rights and obligations under this Agreement or related to the Client's Account to any person NHIS considers fit and proper.

24.2 客户不可在未获得新宏域国际事先的书面同意的情况下将其在本协议中的权利及/或义务转让他方。

24.2 The Client shall not assign his rights and/or obligations under this Agreement to any other party except with NHIS's prior written consent.

## 25. 一般事项

### 25. General

25.1 客户同意本协议及其所有条款对客户在新宏域国际所开立或重新开立的账户均个别地或共同地有效，对于新宏域国际、新宏域国际继承人及承让人（不论是由于合并、整合或其他方式而产生），及对 客户本身、其继承人、遗嘱执行人和遗产承办人、继任人和承让人具有法律约束力。

25.1 The Client agrees that this Agreement and all its terms shall be effective individually and collectively in regards to the Accounts opened or re-opened with NHIS, and shall be legally binding to NHIS, its successors and assignees (whether arising due to merger, consolidation or otherwise) as well as to the Client himself, his heirs, executors, administrators, successors and assignees.

25.2 可分割性：若本协议的任何条款被任何法庭或监管机构认定无效或不可执行，则该无效性或不可执行性仅适用于该等条款。其他条款的有效性将不受此影响，本协议将排除无效条款继续执行。

25.2 Severability: If any provisions of this Agreement are held to be invalid or unenforceable by any court or regulatory body, such invalidity or unenforceability shall apply only to such provisions. The validity of the remaining provisions shall not be affected thereby and this Agreement shall continue to be effective after such invalid provisions are excluded.

25.3 时间对于客户履行与本协议有关的责任，是非常重要的因素。

25.3 Time shall be of essence in relation to the Client's performance of its obligations under this Agreement.

- 25.4 新宏域国际未能或迟延行使本协议有关的任何权利、权力或特权，不能被假定为自动放弃该权利、权力或特权，及新宏域国际不行使任何个别或部分的权利、权力或特权时，不能被假定为排除随后或将来行使该权利、权力或特权。
- 25.4 No failure or delay on the part of NHIS to exercise any right, power or privilege related to this Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise by NHIS of any right, power or privilege operating as an exclusion of any later or future exercise of such right, power or privilege.
- 25.5 客户确认，客户已经阅读过本协议的中文或英文版本，本协议的内容已经用客户所能理解的语言向其做了完整的解释，客户完全接受本协议。如果本协议的中英文版本之间存在差异，以中文版本为准。
- 25.5 The Client acknowledges that he has read either the Chinese or English version of this Agreement, that the contents of this Agreement have been fully explained to him in a language he could understand, and that the Client accepts this Agreement in its entirety. In the event that there is any inconsistency between the English version and the Chinese version of this Agreement, the Chinese version shall prevail.
- 25.6 协议各方面均受香港法律管辖并按香港法律解释。协议各方当事人不可撤销地接受香港法院的非专属管辖权所管辖，但新宏域国际有权在新宏域国际选择的其他有司法管辖权的法院强制执行协议。
- 25.6 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong, provided that NHIS shall have the right to enforce this Agreement in such other courts having jurisdiction as it select.
- 25.7 假如新宏域国际向客户招揽销售或建议任何金融产品，该金融产品必须是新宏域国际经考虑客户的财务状况、投资经验及投资目标后而认为合理地适合客户的。本协议的其他条文或任何其他新宏域国际可能要求客户签署的文件及新宏域国际可能要求客户作出的声明概不会减损本条款的效力。为达本条文目的，“金融产品”指《证券及期货条例》所界定的任何证券、期货合约或杠杆式外汇交易合约。
- 25.7 If NHIS 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 objectives. No other provision in these Terms or any other document NHIS may ask the Client to sign and no statement NHIS may ask the Client to make derogates from this Clause. For the purpose of this Clause, "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO.
- 25.8 如新宏域国际在推荐投资产品时会从产品发行人收取金钱利益，该等利益一般不会超过投资金额之5%。其他情况下，新宏域国际会向透过客户结单披露相关金钱利益。
- 25.8 Where NHIS explicitly receives monetary benefits from a product issuer (directly or indirectly) for

distributing an investment product, the monetary benefits that are receivable by NHIS in general would not be more than 5% of the of the investment amount. NHIS shall disclose separately relevant monetary benefits in the statement of Client if this is not the case.

25.9 除非美国证券交易委员会规则 15a-6 规条容许外，新宏域国际并不会与美国人开设户口或执行交易。

25.9 NHIS will not open accounts or effect transactions for U.S. persons (except as permitted under Rule 15a-6 of the Securities Exchange Commission).

#### 25.10 电子签署

本协议双方同意及声明，在附加于及不影响所有适用法律、规则及规例的前提下，以所有目的而言，新宏域国际有权（但非必要）接纳客户相连于或逻辑上与其相关之所有数码或电子方式的指示、指令及文件的电子签署（包括但不限于开户表格及其相关文件）为客户之真实及真确的签署。所有载列上述方式的电子签署之指示、指令及文件（如为新宏域国际所接纳）将会，及被视作，对客户构成终局性的约束力。另外，本协议双方进一步同意及声明，客户将放弃所有质疑其电子签署的有效性或真确性的权利。以本条款为目的而言，电子签署指与指示、指令及文件相连的或相联的数码形式之任何字母、字样、数目字或其他符号，而该等字母、字样、数目字或其他符号是为认证或承认指示、指令及文件之目的而签立或采用的。

#### 25.10 Electronic Signature

It is hereby agreed and declared that, without prejudice and in addition to all applicable laws, rules and regulations, NHIS is entitled (but not obliged) to accept the Client's electronic signature(s) attached to or logically associated with all instructions, directions and documents in digital or electronic form (including, without limitation, the Account Opening Form and incidental documents thereto) as genuine and authentic signature(s) of the Client for all purposes. All instructions, directions and documents with electronic signature(s) in the manner as above (if so accepted by NHIS) shall be, and deemed to be, conclusively binding on the Client. Further, it is hereby further agreed and declared that the Client shall waive all his/her/its rights to challenge the validity or authenticity of electronic signature(s). For the purpose of this clause, electronic signature means any letters, characters, numbers or other symbols in digital form attached to or associated with an electronic instruction, direction and document, and executed or adopted for the purpose of authenticating or approving thereof.

### 26. 客户款项常设授权

#### 26. Client Money Standing Authority

26.1 将任何数额之款项存入新宏域国际或任何新宏域国际所属的集团公司（根据《公司条例》所作之定义）（「新宏域集团」）内的成员公司所开设及持有的任何独立账户及从任何上述的账户之间来回调动，以解除客户对新宏域集团内任何成员的义务或法律责任，不论此等义务和法律责任是确实或突然的，原有或附带的、有抵押或无抵押的、共同或分别的；及/或

- 26.1 deposit any sum of monies into any segregated accounts which established and maintained by NHIS or any members of the group within NHIS (under the interpretation in Company Ordinance)(the “NHIS Group”), may transfer to and between any of the segregated accounts, in order to discharge any obligations and liabilities owed by or on behalf of the Client to NHIS Group, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and/or
- 26.2 将任何数额之款项支付/转往客户于新宏域国际证券账户及/或任何香港及/或海外经纪人及/或结算公司的证券账户及其继承人及受让人，以作客户买卖证券之用或符合交收或按金的要求(如适用)；及/或
- 26.2 pay/transfer any sum of monies to Client’s securities account with NHIS and/or any Hong Kong and/or overseas broker and/or clearing house securities account and its successors and assignees, for the purposes of dealing in securities trading with Client or comply with settlement or margin requirement (if applicable); and/or
- 26.3 将任何数额之款项支付/转往新宏域国际在香港设立的独立账户及在香港及/或海外经纪人及/或结算公司开设的独立账户，以及从任何上述的独立账户之间来回调动；及/或
- 26.3 pay/transfer any sum of monies to segregated accounts which established by NHIS and to segregated accounts which established by Hong Kong and/or overseas broker and/or clearing house, and transfer to and between any of the segregated accounts; and/or
- 26.4 将款项兑换至任何货币。
- 26.4 convert monies into any currencies.
- 26.5 客户确认此授予之授权应不影响任何其他给予新宏域国际的授权、或新宏域国际就所提及的证券或证券抵押品贵公司有权处置该证券或证券抵押品以清偿由客户或由新宏域国际代客户欠新宏域国际或第三者的任何债务。客户明白客户的证券可能受制于第三者之留置权，有关证券须用作清偿该等留置权后才可退回予客户。
- 26.5 The Client understands that his/her securities may be subject to liens of third parties and the return of such securities to the Client may be subject to the satisfaction of such liens. The Client acknowledges that the authorizations given hereunder shall not affect any other authorizations given to NHIS or any rights which the client may have in dealing with the securities or securities collateral in question, including NHIS’s right to dispose such securities or securities collateral in settlement of any liability owed by or on behalf of the client to NHIS or a third person.
- 26.6 客户可按上述新宏域国际地址或其他新宏域国际以书面通知客户之地址，以书面通知新宏域国际撤销于此授予之授权。该通知在新宏域国际实际收到通知之日后 14 日届满时生效。
- 26.6 The authorizations given hereunder may be revoked by the client giving NHIS written notice at the address set out above or otherwise notified to the Client in writing. Such notice shall take effect upon the expiry of

14 days from the date of NHIS actual receipt of such notice.

26.7 客户明白于此授予之授权应由签发本函之日起 12 个月有效，并可续期。倘若新宏域国际在此授予之授权的有效期限届满最少 14 日前向客户发出有关授权将视为自动续期的书面提示，而客户于有关授权的期限届满前不表示反对，则于此授予之授权被视为已续期。

26.7 The Client understands that the authorizations given hereunder shall be valid for 12 months from the date hereof, subject to NHIS renewal. The authorizations given hereunder shall be deemed to be renewed if the Client gives me/us a written reminder at least 14 days prior to the expiry date of the relevant authorizations, and the Client does not object to such deemed renewal before such expiry date.

26.8 新宏域国际已向客户/解释本函的内容，而客户明白及同意其内容。

26.8 This letter has been explained to the Client and the Client understands and agrees with its contents.

## 第二部份

## 保证金客户协议书

### Section 2: CLIENT AGREEMENT FOR MARGIN ACCOUNTS

本保证金客户协议书是补充其依附的并由新宏域国际与客户签订的证券交易账户客户协议书，借以使客户的账户能够进行保证金交易（“保证金账户”），及新宏域国际同意按客户要求向客户提供客户交易的信用融资（“融资”）。如证券交易账户客户协议书与本保证金客户协议书的条款有任何冲突时，以后者的条款为准。

This Client Agreement for Margin Accounts is supplemental to the Client Agreement for Securities Trading Accounts to which it is annexed and which is entered into between NHIS and the Client, so that the Client's Account could conduct margin trading ("Margin Account") and NHIS agrees to grant, at the Client's request, credit facilities ("Facility") to the Client for the Client's Transactions. Where any conflict arises between the Client Agreement for Securities Trading Accounts and the provisions of this Client Agreement for Margin Accounts, the provisions of the later shall prevail.

#### 1. 定义

##### 1. Definitions

- 1.1 除非另有订明，本保证金客户协议书中的术语之含义与证券交易账户客户协议书所释义的相同。
- 1.1 Terms in this Client Agreement for Margin Accounts shall have the same meanings as defined in the Client Agreement for Securities Trading Accounts unless stated otherwise.
- 1.2 证券交易账户客户协议书中所提及的“账户”，将被视为包括按照本保证金客户协议书而设立的保证金账户。
- 1.2 References to "Account" in the Client Agreement for Securities Trading Accounts will be deemed to include the Margin Account established pursuant to this Client Agreement for Margin Accounts.
- 1.3 “抵押品”是指客户现在或将来任何时候存放于、转移或转移往新宏域国际或其联营公司，或由新宏域国际或其联营公司持有的，或于新宏域国际或其联营公司接受作为在协议之下客户债务的担保的情况下，转移往任何其他人士或由任何其他人士持有的所有款项和证券。该等抵押品将包括新宏域国际或其联营公司不时为任何目的而持有、托管或控制的款项及证券（包括任何额外或被替代的证券，及就该等证券或额外的或被替代的证券的累计或在任何时间透过赎回、分红、优先股、认购权或其他形式所提供的所有已支付或需支付的股息或利息、供股权、权益、款项或财产）。
- 1.3 "Collateral" means all monies and Securities the Client now or at any time hereafter deposits with, transfers or transfers to or held by NHIS or its Associates, or transfers to or held by any other person in circumstances where NHIS or its Associates accepts as security for the Client's liabilities under the Agreement. Such

Collaterals shall include monies and Securities that come into the possession, custody or control of NHIS or its Associates from time to time for any purpose (including any additional or substituted Securities and all dividends or interest paid or payable, rights, interest, monies or properties accrued or at any time offered by way of redemption, bonus, preference shares, options or otherwise in respect of such Securities or additional or substituted Securities).

- 1.4 “信用限额”是指不管客户的抵押品金额和保证比率如何，新宏域国际可提供予客户的最大融资金额。
- 1.4 “Credit Limit” means the maximum amount of Facility that NHIS could grant to the Client irrespective of the amount of Collateral and the Margin Ratio of the Client.
- 1.5 “保证金比率”是指抵押品价值的某个百分率，而该百分率将不高于客户可向新宏域国际借用的金额（或担保其他形式的财务通融）与抵押品价值的百分率。
- 1.5 “Margin Ratio” means certain percentage of the value of the Collateral, which percentage will not be higher than the percentage of the amount the Client is permitted to borrow from NHIS (or as guarantee of other forms of financial accommodations) to the value of the Collateral.

## 2. 保证金融资

### 2. Margin Facility

- 2.1 此项融资将按照本保证金客户协议书、新宏域国际提供给客户的任何信贷文件、收费表及证券交易账户客户协议书内所订定之条款（统称为“保证金融资条款”）而提供给客户。客户同意该融资只会用在有关于新宏域国际为客户购入或持有证券之用途。
- 2.1 This Facility will be extended to the Client in accordance with the provisions set out in this Margin Client's Agreement, any credit documentation and fee schedules provided by NHIS to the Client and the Client Agreement for Securities Trading Accounts (collectively the “Margin Facility Terms”). The Client agrees that such Facility will only be used for purposes in connection with the acquisition or holding of Securities by NHIS for the Client.
- 2.2 受制于第 2.4 条规定，新宏域国际可向客户提供不超过新宏域国际不时通知客户的信用限额的融资金额。新宏域国际可按不时通知，更改客户可使用的信用限额及保证金比率。尽管有已通知客户的信用限额，新宏域国际拥有酌情权向客户提供超过该信用限额的融资，而客户亦同意客户有责任按本协议之规定全数偿还任何由新宏域国际提供的任何融资。
- 2.2 Subject to Clause 2.4, NHIS may grant the Client an amount of Facility not exceeding such Credit Limit as NHIS notifies the Client from time to time. NHIS may, by notice from time to time, vary the Credit Limit and the Margin Ratio available to the Client. Notwithstanding the Credit Limit that has been notified to the



Client, NHIS shall have the discretion to extend a Facility exceeding such Credit Limit to the Client, and the Client agrees that the Client shall be liable to repay the full amount of any Facility granted by NHIS in accordance with the provisions of this Agreement.

- 2.3 客户指示并授权新宏域国际提取融资用以清偿应付新宏域国际或其联营公司任何有关客户购买证券、履行新宏域国际或其联营公司要求任何持仓的保证金义务、或支付所欠新宏域国际或其联营公司的任何佣金或其他开支和费用的款项。
- 2.3 The Client instructs and authorizes NHIS to draw on the Facility to satisfy the amounts payable to NHIS or its Associates in respect of the Client's purchase of Securities, performance of such margin obligations for any positions as required by NHIS or its Associates, or payment of any commission or other costs and expenses owing to NHIS or its Associates.
- 2.4 新宏域国际在任何时候均有权不向客户提供任何融资。客户明白尤其是在下列任何情况发生时，新宏域国际将不会向客户提供任何融资：
- 2.4 NHIS shall be entitled at any time to refuse to provide any Facility to the Client. The Client understands that NHIS will not provide any Facility to the Client especially when any of the following circumstances arise:
- (1) 客户未能履行本协议的任何条款；或
- (1) the Client fails to perform any provisions of this Agreement; or
- (2) 新宏域国际认为客户的财务状况正出现或已出现了重大的不利变化，或任何人士的财务状况发生了重大不利变化，而可能会影响客户在协议之下的责任或履行客户在协议之下的义务；或
- (2) NHIS believes that material adverse changes are occurring or have occurred to the financial condition of the Client, any person which might adversely affect the Client's liabilities under the Agreement or the performance of the Client's obligations under the Agreement; or
- (3) 提供垫支将会令有关适用的信用限额被超过；或
- (3) the advancement provided would lead to the applicable Credit Limit being exceeded; or
- (4) 新宏域国际根据其绝对酌情权，认为不提供融资将更为审慎或适宜。
- (4) NHIS, in its absolute discretion, considers it prudent or desirable not to provide such Facility.
- 2.5 只要客户对新宏域国际存在任何债务，新宏域国际将有权在任何时候及时拒绝客户从客户的账户提取任何或所有的抵押品；及在未获得新宏域国际事先书面同意之前，客户将不能从客户账户提取任何部分或全部的抵押品。
- 2.5 As long as the Client has any indebtedness owing to NHIS, NHIS shall be entitled to refuse at any time and from time to time any withdrawal by the Client of any or all Collaterals from the Client's Account; and without the prior written consent of NHIS, the Client shall not withdraw any Collateral in part or in full from

the Client's Account.

- 2.6 若新宏域国际据其绝对酌情权，认为对其提供的融资需要有足够的担保，客户应根据新宏域国际的要求，按照新宏域国际指定的金额、形式、以现金、证券及/或其他资产的形式支付一定数额的存款或保证金，并在指定的时间支付到指定的账户内（称为“追加保证金通知”）。为发出追加保证金通知，新宏域国际将尽力及尽快按照客户在开户表格中提供的电话号码以电话形式联络客户，及/或通过邮件、传真、电邮或其他方式向客户发出追加保证金通知。客户同意，即使新宏域国际未能以电话与客户取得联络，或客户未收到该书面通知，客户将被视为已获得适当的通知。
- 2.6 If NHIS, in its absolute discretion, determines that it is necessary to provide adequate guarantee for the Facility it provides, the Client shall, on demand of NHIS, pay a certain sum of deposit or margin in such amount and form as NHIS designates by ways of cash, Securities and/or other assets, and such deposit or margin shall be paid to the designated Account within such time as specified (referred to as a "Margin Call"). For the purpose of making a Margin Call, NHIS shall use its best endeavours to contact the Client as soon as possible by phone through the number provided by the Client in the Account Opening Form, and/or make the Margin Call to the Client by post, facsimile, email or otherwise. Client agrees that he shall be deemed to have been properly notified even if NHIS fails to contact the Client by phone or the Client does not receive such written notice.
- 2.7 若客户未能遵守本保证金客户协议第 2.6 条的规定，将构成证券交易账户客户协议书第 15 条之下的违约事件。
- 2.7 Any failure on the part of the Client to comply with the provisions in Clause 2.6 of this Margin Client's Agreement will constitute an Event of Default under Clause 15 of the Client Agreement for Securities Trading Accounts.
- 2.8 客户同意为自己获得的融资支付利息，而该利息将以逐日计算。利息率之计算为放贷人条例所允许之水平，并将会随当前的货币市场状况而改变及由新宏域国际不时通知客户。该利息费用可由新宏域国际从客户在新宏域国际或其联营公司开立的保证金账户或任何其他账户中扣除。
- 2.8 The Client agrees to pay interest on the Facility he received, and such interest will be accrued on a daily basis. The calculation of interest rate shall be at a level permitted under the Money Lenders Ordinance and will vary according to the prevailing money market condition, and NHIS shall notify the Client of such changes from time to time. Such interest may be deducted by NHIS from the Margin Account or any other Accounts of the Client with NHIS or its Associates.
- 2.9 客户未能于新宏域国际要求之限期前缴付按金或保证金，或任何本协议规定须付予新宏域国际之款项，或未有遵行本协议之任何条款，在不影响新宏域国际可能享有任何其他权利的情况下，新宏域国际有权毋须通知客户而结束其保证金账户，及/或处置任何或一切为或代表客户持有之证券。将出售所得款项及任何现金按金，用以清偿一切未偿还新宏域国际之款项。客户现同意新宏域国际有权向其联营公司以

市值出售或变卖客户账户内的证券而毋须在任何情况下就客户所蒙受的任何损失负上责任，新宏域国际亦毋须就其联营公司于其后所赚取的利润负责。若出售证券所得款项不足以清还客户欠新宏域国际的全部债项，客户承诺按新宏域国际要求偿付任何到期之欠款。

2.9 If the Client fails to pay the margin or deposit or any amount payable to NHIS provided in this Agreement prior to the deadline requested by NHIS, or if the Client fails to comply with any terms of this Agreement, then, without prejudice to any other rights that NHIS may enjoy, NHIS shall be entitled, without notice to the Client, to close the Client's Margin Account and/ or dispose of any or all Securities held for or on behalf of the Client. NHIS shall also be entitled to apply the proceeds of such disposal and any cash margin to satisfy all outstanding amounts owing to NHIS. The Client agrees that NHIS shall be entitled to sell or dispose to its Associate the Securities in the Client's Account at market price, and NHIS shall not in any event be liable for any losses suffered by the Client, nor shall NHIS be liable to account for any profits earned by its Associate thereafter. If the proceeds of such sale of Securities are insufficient to satisfy all liabilities due from the Client to NHIS, the Client undertakes that he will repay any due and payable amounts at the request of NHIS.

2.10 客户欠新宏域国际的债项，应偿付新宏域国际的欠款，包括但不限于保证金融资及利息，所有佣金、手续费、经费、收费和各项开支，法律费用和追收费用，及客户结欠新宏域国际及其联营公司的其他债务。

2.10 The liabilities due from the Client to NHIS and the amounts payable by the Client to NHIS include but not limited to the margin Facilities and their interests, all commissions, fees, expenses, charges and other outgoings, legal fees and collection expenses, and other indebtedness due from the Client to NHIS and its Associates.

### 3. 抵押

#### 3. Charges

3.1 客户以实益拥有人的身份，以第一固定抵押方式向新宏域国际抵押所有客户于抵押品的各种权利、所有权、利益及权益，以作为持续的抵押品（“抵押”），以便客户在接获要求后偿付客户可能拖欠新宏域国际或其联营公司的所有款项及债项（不论是绝对或待确定的），及客户在现时或将来履行保证金融资条款下可能到期、所欠或招致的义务，或客户不论于任何账户或以何种形式而欠新宏域国际或其联营公司的债项（不论是单独或与任何其他人士一起，及不论以何种名称形式或商号），连同由作出还款要求日期至付还日期期间的利息，以及在新宏域国际或其联营公司记录中所纪录的任何佣金、法律或其他费用、收费及开支。

3.1 The Client, as beneficial owner, charges in favour of NHIS by way of first fixed charge to all the Client's rights, titles, benefits and interests whatsoever in and to the Collateral as a continuing Collateral ("Charge"), so that the

Client could satisfy on demand all monies and liabilities (absolute or contingent) and perform now or in the future the obligations which may be due, owing or incurred under the Margin Facility Terms or the liabilities which the Client owing to NHIS or its Associates on any Account or in any manner (whether alone or jointly with any other person and in whatever name style or firm), together with interest from the date of demand to the date of repayment as well as and any commissions, legal and other costs, charges and expenses as recorded in the records of NHIS or its Associates.

- 3.2 新宏域国际会将代客户收取抵押品所产生的一切股息或其他利益存入保证金账户，以作为抵押品。
- 3.2 NHIS will credit all dividends or other benefits arising from the Collateral received on behalf of the Client to the Margin Account as Collateral.
- 3.3 即使客户向新宏域国际及/或其联营公司作出任何中期支付或结清账户，或清还全部或部分欠款；及即使客户结束在新宏域国际开立的任何账户，并在随后由客户独自或与其他人随后共同在新宏域国际重开或再开立任何账户，该抵押将仍属一项连续的抵押，并将会涵盖现时客户于新宏域国际或其联营公司的任何账户构成结余欠款的所有或任何款项，或其他地方显示出客户欠新宏域国际或其联营公司的结余欠款。
- 3.3 Notwithstanding the Client makes any intermediate payment to NHIS and/or its Associates or liquidates the Account or satisfies all or part of the debts, and notwithstanding the Client closes of any Account with NHIS and the Client (either alone or jointly with others) subsequently reopens any Account with NHIS, the Charge shall be a continuing security and shall extend to cover all or any sum for the time being constitutes the debt balance of the Client in any Account with NHIS or its Associates or the debt balance of the Client due to NHIS or its Associates elsewhere.
- 3.4 客户声明并保证，抵押品乃是由客户本人合法及实益拥有，客户有权将抵押品存放于新宏域国际或其联营公司，所存放的抵押品在现时或将来都不受任何类型的留置权、抵押或处置权所约束，并且构成抵押品的任何股票、股份和其他证券现时已全数缴足股款及将会全数缴足股款。
- 3.4 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client himself, that the Client is entitled to deposit the Collateral with NHIS or its Associates, that the deposited Collateral is and will remain free from any liens, charges or encumbrances of any kind, and that any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.
- 3.5 当客户不可撤销地全数付清根据证券交易账户客户协议书之下所有可能应支付或成为应支付的款项，及已全部履行客户在保证金融资条款之下义务后，新宏域国际将会是客户要求下及支付所需费用后，向客户发还新宏域国际在抵押品的所有权利、所有权和权益，并会就客户为妥善处理该项发还而要求其作出的指令和指示而行事。
- 3.5 Upon the Client has irrevocably paid in full of all sums which may be or become payable under the Client Agreement for Securities Trading Accounts and performed in full the Client's obligations under the Margin

Facility Terms, NHIS will, at the Client's request and payment of the necessary expenses, return to the Client all the rights, titles and interests of NHIS in the Collateral and will act on such directions and Instructions as the Client requires for the proper handling of such return.

3.6 在该抵押成为可强制执行之前，(a)新宏域国际只须向客户发出通知后，便有权行使与抵押品有关的权利，以保障抵押品的价值；及(b)除非在本保证金客户协议另有规定，否则客户可指示行使附于或与抵押品有关的其他权利，但此举不得与客户在保证金融资条款之下的义务有所矛盾，或在任何形式下可能损害新宏域国际就抵押品的权利。

Until the Charge becomes enforceable, (a) NHIS shall have the right, subject only to giving notice to the Client, to exercise the rights relating to the Collateral to protect the value thereof; and (b) except as otherwise provided in this Margin Client's Agreement, the Client may render the exercise of other rights attached to or connected with the Collateral, but this shall not contradict to the Client's obligations under the Margin Facility Terms or may not in any way prejudice NHIS's rights in relation to the Collateral.

#### 4. 授权书

##### 4. Power of Attorney

客户以担保的方式，不可撤销地任命新宏域国际作为客户的受托代表人，代表客户并以客户的名义作出所有行为及办理所有事项，及签署、盖章、执行、交付、完善及订立所有契约、文书、文件，行为或事物，以便客户可以履行根据保证金融资条款施加于客户的义务，并使新宏域国际可一般地行使及/或根据保证金融资条款或根据法律而赋予新宏域国际的权利和权力，包括（但不限于）：

The Client, by way of guarantee, irrevocably appoints NHIS as the Client's attorney to act on the Client's behalf as well as do all acts and things and sign, seal, execute, deliver, perfect and enter into all deeds, instruments, documents, acts and things in the Client's name, so that the Client could perform the obligations imposed on the Client pursuant to the Margin Facility Terms, and so that NHIS could generally exercise the rights and powers conferred on NHIS pursuant to the Margin Facility Terms or by law, including (but without limitation):

(1) 就任何抵押品执行任何转让或担保；

(1) to execute any transfer or guarantee in respect of any Collateral;

(2) 就任何抵押品完善其所有权；

(2) to perfect its title in respect of any Collateral;

(3) 请求、要求、索求、收取、了结及彻底清偿在任何抵押品之下或因抵押品而产生的到期或将到期的任何及所有款项和索偿的款项；

(3) to ask for, require, demand, receive, settle and satisfy in full any and all monies and amounts claimed due or

to become due under or arising out of any Collateral;

(4) 就任何抵押品发出有效的收据和解除及背书任何支票或其他票据或汇票；

(4) to give valid receipts and to discharge and endorse any cheques or other instruments or drafts in connection with any Collateral;

(5) 一般地提出任何申索或采取其认为必要和合宜的任何法律行为或法律程序，以保障在保证金融条款项下设定的担保。

(5) generally to file any claims or take any legal actions or proceedings as it considers necessary and advisable to protect the guarantee created under the Margin Facility Terms.

## 5. 抵押品的处置

### 5. Disposal of Collateral

客户同意，如按照证券交易账户客户协议书或保证金融资条款进行出售交易时，新宏域国际拥有绝对酌情 权出售或处置任何抵押品，并且当新宏域国际进行出售交易时， 由新宏域国际一位职员所作出表示有关的销 售权已成为可行使的声明，对于任何购买该等抵押品的人士或其他根据该项目售而获取所 有权的其他人士而言已属有关事实的不可推翻的证据，并且没有任何与新宏域国际或其代名人交易之 人士有必要查询该宗出售交易的情况。

The Client agrees that, when carry out a sale Transaction pursuant to the Client Agreement for Securities Trading Accounts or the Margin Facility Terms, NHIS shall have the absolute discretion to sell or dispose of any Collateral, and when NHIS carries out the sale Transaction, a declaration made by a staff of NHIS to the effect that the underlying power of sale has become exercisable shall be conclusive evidence of the related fact to any purchasers of the Collateral or other persons receiving the title pursuant to such sale Transaction, and no person dealing with NHIS or its nominees shall be concerned to inquire into the circumstances of such sale Transaction.

## 6. 融资的终止

### 6. Termination of Facility

6.1 该项融资在接获要求时便需付还，并可由新宏域国际根据其绝对酌情权予以更改或终止。尤其是如出现以下一项或多项事件时，该项融资将会被终止；

6.1 The Facility is repayable on demand and may be varied or terminated in the absolute discretion of NHIS. In particular, the Facility will be terminated upon the occurrence of any one or more of the following events:

(1) 根据《证券及期货（客户证券）规则》第 7 条规定而给予新宏域国际的客户授权被撤回或不再被续期；或

(1) the withdrawal or non-renewal of the Client's authorization to NHIS as required by Section 7 of the Securities and Futures (Client Securities) Rules; or

(2) 根据证券交易账户客户协议书之第 16 条而终止协议，而就此而言，任何的终止通知将被视为对该项融资的终止通知。

(2) the termination of the Client Agreement for Securities Trading Accounts in accordance with Clauses 16 of the Agreement, and for this purpose, any notice of termination shall be deemed to be the notice of termination of the Facility.

6.2 该项融资终止时，客户所欠的任何未清偿债务应立即向新宏域国际清还。

6.2 Upon termination of the Facility, any outstanding indebtedness of the Client shall forthwith be repaid to NHIS.

6.3 偿还所欠新宏域国际的全部或任何借贷款项本身并不构成取消或终止保证金融资条款。

6.3 The repayment of all or any of the loan amounts owed to NHIS will not by itself constitute cancellation or termination of the Margin Facility Terms.

## 7. 不受影响的担保

### 7. Guarantees Unaffected

在不影响上述条文的一般性原则下，该抵押或其所担保的款项均不受以下所述的任何事件所影响：

Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby guaranteed shall be affected in any way by any of the following events:

(1) 现在及其后由新宏域国际或其联营公司根据保证金融资条款或任何其他责任所持有的任何其他担保、保证或弥偿；

(1) any other guarantees, warranties or indemnities now or hereafter held by NHIS or its Associates in accordance with the Margin Facility Terms or any other liabilities;

(2) 对任何保证金、担保或弥偿或其他文件作出的任何其他修订、更改、豁免或解除（包括该抵押，但有关的修改、修订、豁免或解除外）；

(2) any other variations or amendments to or waivers or releases of any margins, guarantees or indemnities or other documents (including the Charge, except the relevant variations, amendments, waivers or releases);

- (3) 新宏域国际或其联营公司强制执行或不予强制执行或免除任何保证金、担保或弥偿或其他文件（包括该抵押）；
- (3) the enforcement or non-enforcement or release by NHIS or its Associates of any margins, guarantees or indemnities or other documents (including the Charge);
- (4) 不论由新宏域国际或其联营公司给予客户或其他任何人士的任何时间、宽限、豁免或同意；
- (4) any time, indulgence, waiver or consent given to the Client or any other person by NHIS or its Associates;
- (5) 根据保证金融资条款，不论是由新宏域国际或其他任何人士向客户所作出或没有作出的任何还款要求；
- (5) pursuant to the Margin Facility Terms, the making or absence of any demand for repayment of any sum to the Client by NHIS or any other person;
- (6) 客户无力还债、破产、死亡或精神错乱；
- (6) the insolvency, bankruptcy, death or insanity of the Client;
- (7) 新宏域国际与任何其他人士合并、兼并、或重组，或向任何其他人士出售或转让新宏域国际的全部或部分业务、财产或资产。
- (7) the amalgamation, merger or reconstruction of NHIS with any other person, or the sale or transfer by NHIS of the undertakings, properties or assets of NHIS in whole or in part to any other person;
- (8) 客户可能在任何时候对新宏域国际或任何其他人士所存在的任何索偿、抵销或其他权利；
- (8) any claim, set-off or other rights which the Client may have at any time against NHIS or any other person;
- (9) 新宏域国际与客户或任何其他人士订立的安排或和解协议；
- (9) any arrangements or compromises entered into by NHIS with the Client or any other person;
- (10) 涉及该项融资的任何文件的任何条款，或任何保证金、担保或弥偿（包括该抵押），或在任何该等文件或任何保证金或弥偿（包括该抵押）之下及有关条款的不合法性、无效、或未能执行或缺陷，无论原因是基于越权、不符合有关人士的利益，或任何人未经妥善授权、未经妥善订立或交付或因为任何其他缘故所致；或
- (10) the illegality, invalidity or unenforceability of, or the defects in, any provision of any documents relating to the Facility, or any margins, guarantees or indemnities (including the Charge), or under any such documents or any margins or indemnities (including the Charge) and the related provisions,



whether on the ground of ultra vires, being not in the interests of the relevant person or any person not having proper authorization, not duly executed or delivered or for any other reason;

- (11) 任何根据涉及破产、无力还债或清盘的任何法律程序或受其影响的任何协议、保证金、担保、弥偿、付款、或其他交易；或任何客户依赖任何该等协议、保证金、担保、弥偿、付款或其他交易所提供或作出的债务的免除、结算或清还，而任何该等债务免除、结算或清还将被视为受到相应的限制；或由新宏域国际或任何其他人士所作出或遗漏或忘记作出的事物或任何其他交易、事实、事宜或事物（如果不是因为本条款）可能在运作上损害或影响客户在保证金融资条款之下的责任。

(11) any proceedings involving bankruptcy, insolvency or winding-up or any agreements, margins, guarantees, indemnities, payments or other transactions affected thereby; any Client relying on the releases, settlements or satisfactions of debts given or made by any such agreements, margins, guarantees, indemnities, payments or other transactions, and any such releases, settlements or satisfactions of debts will be deemed to be limited accordingly; or the things done or omitted or neglected to be done by NHIS or any other person or any other dealings, facts, matters or things which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

## 8. 客户证券常设授权

### 8. The Standing Authority of Client Securities

8.1 客户证券常设授权是有关处置客户之证券或证券抵押品。

8.1 The Standing Authority of Client Securities relates to the treatment of the Client's Securities or Securities Collaterals.

8.2 客户授权新宏域国际：

8.2 The Client authorizes NHIS to:

- (1) 依据证券借贷协议运用任何客户的证券或证券抵押品；
- (1) apply any of the Client's Securities or Securities Collaterals pursuant to the securities borrowing and lending agreement;
- (2) 将任何客户的证券抵押品存放于认可财务机构，作为该机构向新宏域国际提供财务通融之抵押品；
- (2) deposit any of the Client's Securities Collaterals with an authorized financial institution as collateral for financial accommodations provided by such institution to NHIS;
- (3) 将任何客户的证券抵押品存于香港中央结算，作为抵押品，以履行并完成新宏域国际之结算责

任与义务。客户明白中央结算因应新宏域国际的责任与义务而对客户的证券设定第一固定押记；

- (3) deposit any of the Client's Securities Collaterals with HKSCC as collateral for the performance of NHIS's settlement obligations and liabilities. The Client understands that HKSCC will create the first fixed charge over the Client's Securities in accordance with NHIS's obligations and liabilities;
- (4) 将任何客户的证券抵押品存于任何其它的认可结算所或任何其它获发牌或获注册进行证券交易的中介人，作为解除新宏域国际在交收上的义务和清偿新宏域国际在交收上的法律责任的抵押品；
- (4) deposit any of the Client's Securities Collaterals with any other recognized Clearing House or any other intermediary licensed or registered for dealing in securities as Collateral for the discharge and satisfaction of NHIS's settlement obligations and liabilities;
- (5) 如新宏域国际在进行证券交易及新宏域国际获发牌进行的任何其它受规管活动的过程中向客户提供财务通融，即可按照上述第(1)、(2)、(3)及/或第(4)所述运用或存放任何客户的证券抵押品。
- (5) apply or deposit any of the Client's Securities Collaterals in accordance with Clauses (1), (2), (3) and/or (4) above if NHIS provides financial accommodations to the Client in the course of executing Securities Transactions and any other regulated activities for which NHIS is licensed.

8.3 客户确认并同意新宏域国际可不向客户发出通知而采取上述第 8.2 条的行动。

8.3 The Client acknowledges and agrees that NHIS may do any of the things set out in Clauses 8.2 without giving notice to the Client.

8.4 客户同时确认：

8.4 The Client also acknowledges that:

- (1) 此赋予新宏域国际之常设授权并不损害新宏域国际或其联营公司可享有有关处置客户证券或证券抵押品的权利；及
- (1) the Standing Authority of Client Securities conferred to NHIS does not prejudice rights NHIS or its Associates may have in relation to dealing in the Client's Securities or Securities Collaterals; and
- (2) 客户证券常设授权不影响新宏域国际为解除由客户或代客户对新宏域国际、其联营公司或第三者所负的法律义务，而处置或促使其联营公司处置客户之证券或证券抵押品的权利。
- (2) the Standing Authority of Client Securities does not affect NHIS's right to dispose or cause to dispose by its Associates of the Client's Securities or Securities Collaterals in order to discharge the liability owed by or on behalf of the Client to NHIS, its Associates or third parties.

8.5 客户明白客户的证券可能受制于第三者之权利，新宏域国际须全数抵偿该等权利后，方可将客户的证券退回客户。

8.5 The Client understands that the Client's Securities may be subject to the rights of third parties may have rights to, and NHIS must satisfy these rights in full before the Client's Securities can be returned to the Client.

8.6 客户证券常设授权有效期自本协议签署起十二个月，并可于下列情况予以续期，每次续期的有效期为十二个月：(a) 客户以书面形式同意续期；(b) 或新宏域国际于授权有效期届满前不少于十四日向客户发出书面通知，而客户于授权有效期届满前未有提出反对续期。

8.6 The Standing Authority of Client Securities is valid for a period of 12 months from the date of this Agreement, and may be renewed each time for 12 months in the following circumstances: (a) the Client agrees in written form to the renewal; (b) or NHIS gives a written notice to the Client at least 14 days prior to the expiry of such authority, and the Client does not object to the renewal before the expiry of such authority.

8.7 客户可以随时提前 30 天书面通知新宏域国际撤销客户证券常设授权。

8.7 the Client may revoke the Standing Authority of Securities at any time by giving 30 days prior written notice to NHIS.

## 9. 风险披露

### 9. Risk Disclosure

9.1 新宏域国际要求客户参阅详列于附录 2 的风险披露声明。

9.1 NHIS requests the Client to refer to the Risk Disclosure Statements set out in Schedule 2.

9.2 客户承诺，藉存放抵押品而为交易取得融资的亏损风险可能极大。客户知悉，其所蒙受的亏蚀可能会超过其存放于新宏域国际作为抵押品的现金及任何其他资产。

9.2 The Client undertakes that the risk of loss in financing a transaction by deposit of Collateral may be significant. The Client is aware that he may sustain losses in excess of his cash and any other assets deposited as Collateral with NHIS.

9.3 客户亦知悉，市场情况可能使备用指示，例如「止蚀」或「止蚀限价」指示无法执行。客户可能会在短时间内被要求存入额外的保证金款额或缴付利息。假如客户未能在指定的时间内支付所需的保证金款额或利息，客户的抵押品可能会在未经客户同意下被清算。

9.3 The Client is also aware that market conditions may make it impossible to execute standby Instructions such as "stop-loss" or "stop-limit" Instructions. The Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Client's Collateral may be liquidated without his consent.

9.4 客户承诺，将要為客户的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此，客户应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合客户。

9.4 The Client undertakes that he will be liable for any resulting deficit in his Account and the interest payable. As a result, the Client should carefully consider whether such financing arrangement is suitable for him in light of his own financial position and investment objectives.

## 10. 一般事项

### 10. General

10.1 假如新宏域国际向客户招揽销售或建议任何金融产品，该金融产品必须是新宏域国际经考虑客户的财政状况、投资经验及投资目标后而认为合理地适合客户的。本协议的其他条文或任何其他新宏域国际可能要求客户签署的文件及新宏域国际可能要求客户作出的声明概不会减损本条款的效力。为达本条文目的，“金融产品”指《证券及期货条例》所界定的任何证券、期货合约或杠杆式外汇交易合约。 If NHIS 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 objectives. No other provision in these Terms or any other document NHIS may ask the Client to sign and no statement NHIS may ask the Client to make derogates from this Clause. For the purpose of this Clause, “financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO.

10.2 如新宏域国际在推荐投资产品时会从产品发行人收取金钱利益，该等利益一般不会超过投资金额之5%。其他情况下，新宏域国际会向透过客户结单披露相关金钱利益。

10.2 Where NHIS explicitly receives monetary benefits from a product issuer (directly or indirectly) for distributing an investment product, the monetary benefits that are receivable by NHIS in general would not be more than 5% of the of the investment amount. NHIS shall disclose separately relevant monetary benefits in the statement of Client if this is not the case.

10.3 除非美国证券交易委员会规则 15a-6 规条容许外，新宏域国际并不会与美国人开设户口或执行交易。

10.3 NHIS will not open accounts or effect transactions for U.S. persons (except as permitted under Rule 15a-6 of the Securities Exchange Commission).

### 10.4 电子签署

本协议双方同意及声明，在附加于及不影响所有适用法律、规则及规例的前提下，以所有目的而言，新宏域国际有权（但非必要）接纳客户相连于或逻辑上与其相关之所有数码或电子方式的指示、指令及文件的电子签署（包括但不限于开户表格及其相关文件）为客户之真实及真确的签署。所有载列上述方式的电子签署之指示、指令及文件（如为新宏域国际所接纳）将会，及被视作，对客户构成终局性的约束力。另外，本协议双方进一步同意及声明，客户将放弃所有质疑其电子签署的有效性或真确性的权利。

以本条款为目的而言，电子签署指与指示、指令及文件相连的或相联的数码形式之任何字母、字样、数目字或其他符号，而该等字母、字样、数目字或其他符号是为认证或承认指示、指令及文件之目的而订立或采用的。

#### 10.4 Electronic Signature

It is hereby agreed and declared that, without prejudice and in addition to all applicable laws, rules and regulations, NHIS is entitled (but not obliged) to accept the Client's electronic signature(s) attached to or logically associated with all instructions, directions and documents in digital or electronic form (including, without limitation, the Account Opening Form and incidental documents thereto) as genuine and authentic signature(s) of the Client for all purposes. All instructions, directions and documents with electronic signature(s) in the manner as above (if so accepted by NHIS) shall be, and deemed to be, conclusively binding on the Client. Further, it is hereby further agreed and declared that the Client shall waive all his/her/its rights to challenge the validity or authenticity of electronic signature(s). For the purpose of this clause, electronic signature means any letters, characters, numbers or other symbols in digital form attached to or associated with an electronic instruction, direction and document, and executed or adopted for the purpose of authenticating or approving thereof.

#### 11. 客户款项常设授权

##### Client Money Standing Authority

11.1 将任何数额之款项存入新宏域国际或任何新宏域国际所属的集团公司（根据《公司条例》所作之定义）（「新宏域集团」）内的成员公司所开设及持有的任何独立账户及从任何上述的账户之间来回调动，以解除客户对新宏域集团内任何成员的义务或法律责任，不论此等义务和法律责任是确实或突然的，原有或附带的、有抵押或无抵押的、共同或分别的；及/或

11.1 deposit any sum of monies into any segregated accounts which established and maintained by NHIS or any members of the group within NHIS (under the interpretation in Company Ordinance)(the "NHIS Group"), may transfer to and between any of the segregated accounts, in order to discharge any obligations and liabilities owed by or on behalf of the Client to NHIS Group, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and/or

11.2 将任何数额之款项支付/转往客户于新宏域国际的证券账户及/或任何香港及/或海外经纪人及/或结算公司的证券账户及其继承人及受让人，以作客户买卖证券之用或符合交收或按金的要求(如适用)；及/或

11.2 pay/transfer any sum of monies to Client's securities account with NHIS and/or any Hong Kong and/or overseas broker and/or clearing house securities account and its successors and assignees, for the purposes of dealing in securities trading with Client or comply with settlement or margin requirement (if applicable); and/or

- 11.3 将任何数额之款项支付/转往新宏域国际在香港设立的独立账户及在香港及/或海外经纪人及/或结算公司开设的独立账户, 以及从任何上述的独立账户之间来回调动; 及/或
- 11.3 pay/transfer any sum of monies to segregated accounts which established by NHIS and to segregated accounts which established by Hong Kong and/or overseas broker and/or clearing house, and transfer to and between any of the segregated accounts; and/or
- 11.4 将款项兑换至任何货币。
- 11.4 convert monies into any currencies
- 11.5 客户确认此授予之授权应不影响任何其他给予新宏域国际的授权、或新宏域国际就所提及的证券或证券抵押品贵公司有权处置该证券或证券抵押品以清偿由客户或由新宏域国际代客户欠新宏域国际或第三者的任何债务。客户明白客户的证券可能受制于第三者之留置权, 有关证券须用作清偿该等留置权后才可退回予客户。
- 11.5 The Client understands that his/her securities may be subject to liens of third parties and the return of such securities to the Client may be subject to the satisfaction of such liens. The Client acknowledges that the authorizations given hereunder shall not affect any other authorizations given to NHIS or any rights which the client may have in dealing with the securities or securities collateral in question, including NHIS's right to dispose such securities or securities collateral in settlement of any liability owed by or on behalf of the client to NHIS or a third person.
- 11.6 客户可按上述新宏域国际地址或其他新宏域国际以书面通知客户之地址, 以书面通知新宏域国际撤销于此授予之授权。该通知在新宏域国际实际收到通知之日后 14 日届满时生效。
- 11.6 The authorizations given hereunder may be revoked by the client giving NHIS written notice at the address set out above or otherwise notified to the Client in writing. Such notice shall take effect upon the expiry of 14 days from the date of NHIS actual receipt of such notice.
- 11.7 客户明白于此授予之授权应由签发本函之日起 12 个月有效, 并可续期。倘若新宏域国际在此授予之授权的有效期届满最少 14 日前向客户发出有关授权将视为自动续期的书面提示, 而客户于有关授权的期限届满前不表示反对, 则于此授予之授权被视为已续期。
- 11.7 The Client understands that the authorizations given hereunder shall be valid for 12 months from the date hereof, subject to NHIS renewal. The authorizations given hereunder shall be deemed to be renewed if the Client gives me/us a written reminder at least 14 days prior to the expiry date of the relevant authorizations, and the Client does not object to such deemed renewal before such expiry date.
- 11.8 新宏域国际已向客户/解释本函的内容, 而客户明白及同意其内容。
- 11.8 This letter has been explained to the Client and the Client understands and agrees with its contents.

## 个人资料收集声明

### PERSONAL INFORMATION COLLECTION STATEMENTS

本声明是新宏域国际证券有限公司（以下简称“本公司”）根据香港特别行政区《个人资料（私隐）条例》（“条例”）之规定而作出，目的是向客户阐明收集个人资料的原因、用途和客户向本公司查询个人资料记录的途径。本声明中所提及的术语与客户协议书中的术语具有相同的含义。

This Statement is made by New Horizon International Securities Co., Limited (hereinafter referred to as the “Company”) in accordance with the provisions of the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region (the “Ordinance”) for the purpose of illustration to the Client regarding the reasons and purposes of personal data collection as well as the ways for the Client to inspect with the Company the personal data collected. The terms referred to in this Statement shall have the same meanings as defined in the Client Agreement.

#### 1. 个人资料之收集

##### 1. Collection of personal data

1.1 除特别声明外，客户在申请或延续于本公司的服务、建立或延续本公司为客户提供的服务时，或因法例规定或监管或其他管理机构所发出的指引，需要不时将有关个人资料提供给本公司。

1.1 Except as specifically stated, the Client is required to provide to the Company from time to time the relevant personal data when the Client applies for or continues the services at the Company or establishes or renews the services the Company provides to the Client, or as a result of legal requirements or guidelines issued by regulatory or other authorities.

1.2 假如客户不能提供该等资料，可能导致本公司没有足够资料为客户开设、延续及管理账户，或遵守法例规定或监管或其他管理机构所发出的指引。

1.2 Failure on the part of the Client to provide such data may result in the Company not having adequate information to open, renew or manage the Accounts for the Client or to comply with legal requirements or guidelines issued by regulatory or other authorities.

1.3 客户在于本公司延续正常业务运作中，例如，客户申请增加服务种类、向本公司发出存款、提款指示等，本公司亦可能进一步收集客户的资料，包括经其他机构合法获得的资料。

1.3 In the course of the Client's continuation of his normal business operations with the Company, for example, when the Client applies for adding types of services or issues deposit, withdrawal and other Instructions to the Company, the Company may also collect further information about the Client, including the information obtained legally from others institutions.

## 2. 个人资料之使用

## 2. Use of personal data

### 2.1 用途

### 2.1 Purposes

客户明白、确认并授权本公司，上述第 1 部分客户提供予本公司的所有个人资料可被用于下列目的：

The Client understands, confirms and authorizes the Company to use all personal data provided by the Client to the Company in Section 1 above for the following purposes:

- (1) 为客户提供服务所涉及之日常运作；

the daily operations involved in providing services to the Client;

- (2) 执行新的或现有客户的查核及信用调查程序，以及协助其他金融机构从事此类工作；

conducting verification and credit check procedures for new or existing Clients, and assisting other financial institutions in conducting these works;

- (3) 设立和维持本公司的风险管理相关准则；

establishing and maintaining the Company's risk management related standards;

- (4) 持续的账目管理，包括收取欠款，强制执行担保、抵押或其他权利和利益；

on-going account management, including collection of debts and enforcement of guarantees, charges or other rights and interests;

- (5) 设计提供予客户之新产品和服务，或向客户推广本公司及/或任何联营公司（“集团”）的产品；

designing the new products and services provided to the Client, or marketing products of the Company and/or any Associate (the "Group") to the Client;

- (6) 任何有关于执行客户指示或与集团业务或交易有关连的目的；

any purposes relating to the execution of the Client's Instructions or in connection with the business or dealings of the Group;

- (7) 为了下列目的而进行客户个人资料的比较（不论收集此等资料的目的及来源，及不论此等资料是向使用者或任何其他人士所收集的）：

comparing the Client's personal data (irrespective of the purposes and sources for which such data are collected, and whether such data are collected from the User or any other person) for the purpose of:

- (i) 信用调查；

credit check;

- (ii) 资料核实；

data verification;

- (iii) 编制或核实资料，以便采取使用者或任何其他人士认为合适的行动（包括可能与客户或任何其他人士的权利、义务或权益有关的行动）；

preparing or verifying data in order to take such actions as the User or any other person consider appropriate (including actions that may relate to the rights, obligations or interests of the Client or



any other person);

- (8) 为推广以下服务或产品（无论由本公司行事或由其他第三方行事，后者无论本公司就推广接受或支付酬劳）：

promoting the following services or products (whether acted by the Company or by other third parties, and in the latter case, whether the Company accepts or pays compensation in respect of the promotion):

- (i) 推广服务及相关产品；
  - (ii) promotion services and related products;
  - (iii) 年资、奖赏及优惠计划及相关服务及产品；
  - (iv) seniority, rewards and benefits programs and related services and products;
  - (v) 与本公司合作之商业伙伴提供之服务及产品；
  - (vi) services and products provided by the commercial partners working with the Company;
- (9) 用于与客户有关的任何其他协议和服务之条款所规定的服务；
- services stipulated in any other agreements and terms of service in connection with the Client;
- (10) 有关遵守任何法律、规例、法院判决或其他任何监管机构之判决的任何目的；
- any purposes relating to compliance with any laws, regulations, court judgements or judgements of any other regulatory bodies;
- (11) 与上述有关之用途。
- purposes relating to the above.

## 2.2 使用者

### 2.2 The Users

本公司持有的有关客户的所有个人资料（不论是由客户所提供，还是由其他人士所提供；及不论这些资料是在客户收到本公司客户协议书之前，或是之后）将予保密，但为达致上述第 2.1 部分的目的，本公司可能会把该等资料提供给任何下列之公司或人士使用（各为一“使用者”）：

All personal data (whether provided by the Client or by other person; and whether these data are collected prior to or after the Client receives the Client Agreement of the Company) held by the Company relating to the Client will be kept confidential, provided that, to achieve the purposes mention in Section 2.1 above, the Company may provide such data for use by the following companies or persons (each a "User"):

- (1) (i) 集团内之任何公司；
- any company in the Group;
- (ii) 集团的任何董事、高级职员、雇员或代理人；
- any directors, officers, employees or agents of the Group;
- (iii) 执行客户指示及/或从事集团业务而由集团授权的任何人士（例如律师、顾问、代名人、托管人等）；
- any person authorized by the group for executing the Client's Instructions and/or engaging in business of the Group (such as lawyers, consultants, nominee, custodian, etc.);
- (iv) 集团持有与客户相关的任何权利和义务的任何实际或建议的承让人或本公司的客户权利参

与人或附属参与人或受让人；

any actual or proposed transferee of the Group holding any rights and obligations associated with the Client, or participant or sub-participant or transferee of the client rights of the Company;

- (2) 与本公司合作之商业伙伴；

business partners cooperating with the Company;

- (3) 任何代理人、承包商、或向本公司提供行政、电讯、计算机、付款或证券结算或其他与本公司业务运作有关的其他服务的第三方服务供应商；

any agent, contractor or third party service provider who provides to the Company administrative, telecommunications, computer, payment or securities clearing or other services in connection with the operation of the Company's business;

- (4) 任何对本公司有保密责任的人，包括本公司集团内已承诺保密该等资料的公司；

any person who owes a duty of confidentiality to the Company, including the companies of the Group Company which have undertaken to keep such information confidential;

- (5) 任何向客户账户存款的人士（在提供存款证明收据时，其中可能载有客户的姓名）；

any person making payment into the Client's account (the deposit receipt, if provided, may contain the name of the Client);

- (6) 资信调查机构，以及在客户欠账时，将该等资料提供给收数公司；

credit reference agencies, and, in the event of default of payment on the part of the Client, provide such data to the debt collection agencies;

- (7) 为达致上述第2.1 部分的目的而被本公司雇佣的其他第三方服务供应商；

other third party service providers employed by the Company in order to achieve the purposes mentioned in Section 2.1 above;

- (8) 任何政府机构、监管机构或其他团体或机构（不论是根据适用于任何集团成员的法例或规例所要求）。

any government agencies, regulatory bodies or other organizations or bodies (whether pursuant to the requirements under the laws or regulations applicable to any member of the Group).

基于有利于客户利益的目的，客户提供的个人资料将可能被转移到香港以外的任何地方。

For the benefit of the Client, the personal data provided by the Client may be transferred to any places outside Hong Kong.

## 2.3 直接促销中使用及转移资料

### 2.3 Use and transfer of data in direct marketing

- (1) 除 2.1 所列示之用途外，本公司将使用客户的个人资料用于直接促销用途，包括金融、投资、财务方面的信息、产品和服务，但会先取得客户的同意。

In addition to the purposes listed in Section 2.1, the Company will use the Client's personal data for direct marketing purposes, including finance, investment and financial information, products and

services, but will first obtain the Client's consent.

- (2) 除上述使用客户的个人资料用于直接促销外，本公司亦会将客户的个人资料提供予集团的任何成员公司及/或第三方服务供应商，用于直接促销金融、投资、财务方面的信息、产品和服务，但会先取得客户的书面同意。

In addition to the use of the Clients' personal data for direct marketing as mentioned above, the Company will also provide the Client's personal data to any member of the Group and/or third party service providers for direct marketing of finance, investment and financial information, products and services, but will first obtain the Client's written consent.

- (3) 若客户不愿意本公司使用及/或提供个人资料作直接促销，可以随时要求停止使用/提供客户的个人资料。

If the Client do not want the Company to use and/or provide his personal data for direct marketing purposes, the Client may at any time request the Company to stop using/providing the Clients' personal data.

### 3. 查阅、修正和拒绝的权利

#### 3. Rights of Access, Correction and Refusal

- 3.1 根据条例之规定，客户有权查阅和修正客户的个人资料。一般而言（除某些豁免外）客户有以下的权利：

According to the Ordinance, the Client has the right to access to and correct the Client's personal data. In general, subject to certain waivers, the Client shall be entitled to:

- (1) 询问本公司是否持有与客户有关的个人资料：

enquire whether the Company holds personal data in relation to the Client;

- (2) 在合理的时间内，客户可查阅其个人资料；本公司将以合理的方式及清楚易明的格式回复客户，但须收取合理的费用。

access to the Client's personal data within reasonable time; the Company will response to the Client in a reasonable manner and in an intelligible form, but a reasonable fee shall be charged.

- (3) 要求本公司修正客户任何不准确的个人资料；

request the Company to correct any inaccurate personal data of the Client;

- (4) 查明本公司对于资料的政策及惯例和获告知本公司持有的个人资料种类；

ascertain the Company's policies and practices in relation to the data and be informed of the types of personal data held by the Company;

- (5) 在与个人信贷有关的情况下，要求获告知哪些资料会向资信调查机构或收数公司例行披露，并获提供进一步资料，借以向有关资信调查机构或收数公司提出查阅和改正资料的要求；

in relation to personal credit, request to be informed which data will be routinely disclosed to credit reference agencies or debt collection agencies, and to be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency;

- (6) 如客户要求查阅或修正个人资料被拒绝，客户有权要求说明被拒绝的理由及反对任何该等拒绝。  
if the Client's request for access or correction of personal data is refused, request to be given reasons thereof and object to any such refusals.

3.2 客户如果不希望收到本公司提供的服务及相关信息，或欲撤回以上同意，可以通知本公司。

If the Client does not wish to receive the services and related information provided by the Company or if he wishes to withdraw the above consent, he may notify the Company.

#### 4. 联络人

#### 4. Contact Person

本声明不会限制客户在条例下所享有的权利。如客户要求查阅及/或修正及/或索取与客户有关的个人资料及关于资料的政策等要求，或拒绝直接促销，可向本公司的资料保护专员提出。

This statement will not limit the rights of the Client under the Ordinance. If the Client request to access to and/or correct and/or obtain personal data concerning the Client and requirements like policies related to the data, or to refuse direct marketing, the Client may make his request to the data protection officer of the Company.

地址：香港上环永乐街93-103号协成行上环中心11楼1107室

Address: Room 1107 11/F OfficePlus @Sheung Wan No.93-103 Wing Lok Street Hong Kong

电话 Tel: (852) 3188 0977

电邮 Email: NHIS@xhyinghk.com

风险披露声明及免责声明

**RISK DISCLOSURE STATEMENTS AND DISCLAIMERS**

第一部份 - 风险披露声明

**1. Risk Disclosure Statements**

以下的风险披露声明并非就全部风险或其他重要因素进行披露或讨论。有鉴于所涉及的风险，阁下只应在阁下明白交易的性质、阁下将要订立的合约关系和阁下须承担风险的性质和程度后才进行交易。阁下亦应按阁下的投资经验、投资目标、财政资源和其他相关因素或条件，考虑交易是否适合自己。即使新宏域国际证券有限公司（“新宏域国际”）作出一般性的风险的警告，新宏域国际并不是亦不能视为阁下的财务顾问。阁下应在进行任何交易前咨询阁下的独立法律、税务及财务顾问。

The following risk disclosure statements do not disclose or discuss all the risks or other important factors. Given the risks involved, you should enter into transactions only after you have understood the nature of the transactions, the contractual relationships you are going to enter into as well as the nature and extent of the risks you shall take. You should also consider whether the transactions are suitable to you in light of your investment experience, objectives, financial resources and other relevant factors or conditions. Notwithstanding the general risk warnings made by New Horizon International Securities Co., Limited (“NHIS”), NHIS does not and may not be deemed as your financial adviser. You should consult your independent legal, tax and financial advisers before entering into any transactions.

证券交易的风险

**Risk of Securities Transactions**

证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必一定能够赚取利润，反而可能会招致损失。阁下在作出任何投资决定之前，应须明了证券市场的风险情况，自行评估本身承受风险的意愿及能力，不妨征询独立财务的意见。

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 to incur losses as to gain profits when buying and selling securities. You should understand the risks of investment in stock market before they make investment decisions. You shall also assess their abilities and willingness in assuming such risks. You are also advised to seek the independent financial advice if they wish.

在香港联合交易所有限公司买卖纳斯达克一美国证券交易所证券的风险

**Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited**

按照纳斯达克一美国证券交易所试验计划（“试验计划”）挂牌买卖的证券是为熟悉投资技巧的投资者

而设的。阁下在买卖该项试验计划的证券之前，应先咨询新宏域国际的意见和熟悉该项试验计划。阁下应知悉，按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult NHIS 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.

#### 买卖创业板股份的风险

#### **Risk of Trading Growth Enterprise Market Stocks**

- 创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情況下在创业板上市。创业板股份可能非常波动及流通性很低。

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.

- 阁下只应在审慎及仔细考虑后，才作出有关的投资决定。创业板市场的较高风险性质及其它特点，意味着这个市场较适合专业及其它熟悉投资技巧的投资者。

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.

- 现时有关创业板股份的资料只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。因此，阁下知悉阁下须获取经由创业板网页发布的创业板上市公司的最新资料。

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. Accordingly, you acknowledge that you need to have access to up-to-date information on GEM companies as published on the GEM website.

- 假如阁下对本风险披露声明的内容或创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见。

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

#### 在香港以外地方收取或持有的客户资产的风险

#### **Risks of Client Assets Received or Held Outside Hong Kong**

新宏域国际在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第 571 章）及根据该条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

Assets of the client which are received or held by NHIS 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 thereunder. Consequently, such assets may not enjoy the same protection as the conferred on those assets which are received or held in Hong Kong.

#### 所存放的现金及财产

##### **Deposited Cash and Property**

如果阁下为在本地或海外进行的交易存放款项或其他财产，阁下应了解清楚该等款项或财产会获得哪些保障，特别是在有关公司破产或无力偿还时的保障。至于能追讨多少款项或财产一事，可能须受限于具体法例规定或当地的规则。在某些司法管辖区，收回的款项或财产如有不足之数，则可认定属于你的财产将会如现金般按比例分配予阁下。

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

#### 提供代存邮件或将邮件转交第三方的授权书的风险

##### **Risk of Providing an Authority to Hold or to Direct Mail to Third Parties**

假如阁下向新宏域国际提供授权书，允许新宏域国际代存邮件或将邮件转交予第三方，那么阁下便须尽速亲身收取所有关于阁下账户的成交单据及结单，并加以详细阅读，以确保可及时侦察到任何差异或错误。

If you provide NHIS 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.

#### 买卖外地证券的风险

##### **Risk of Trading of Foreign Securities**

阁下确认，在其他司法管辖区的市场(包括与本地市场有正式连系的市场)进行交易，或会涉及额外的风险。根据这些市场的规例，投资者享有的保障程度可能有所不同，甚或有所下降。在进行交易前，阁下应先行查明有关阁下将进行的该项交易的所有规则。阁下明白，阁下本身所在地的监管机构，将不能迫使阁下已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。

You acknowledge that transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulations which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. You understand that your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

#### 汇率风险

## **Exchange Risk**

倘有必要将合约中的币值兑换为其他币值，则以外币列值的证券交易的溢利或亏损(不论于客户本身或其他司法管辖区进行买卖)将受汇率波动影响。

The profit or loss in transactions in foreign currency-denominated securities (whether they are traded in the client's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## **场外交易的风险**

### **Risk of Off-exchange Transactions**

于部份司法管辖区及仅于限制的环境中，新宏域国际获准予进行交易所场外交易。新宏域国际可能作为客户交易对手方，可能难以或无法清算现有的仓盘、评估价值、厘定公平价格或评估风险。基于上述理由，该等交易可能涉及更多风险。交易所场外交易可能受较少规管，或须独立规管制度限制。阁下于进行该等交易前，必须熟悉适用规则及承受的风险。

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

## **保证金买卖的风险**

### **Risk of Margin Trading**

藉存放抵押品而为交易取得融资的亏损风险可能极大。阁下所蒙受的亏蚀可能会超过阁下存放于新宏域国际作为抵押品的现金及任何其他资产。市场情况可能使备用交易指示，例如“止蚀”或“限价”指示无法执行。阁下可能会在短时间内被要求存入额外的保证金款额或缴付利息。假如阁下未能在指定的时间内支付所需的保证金款额的利息，阁下的抵押品可能会在未经阁下的同意下被出售。此外，阁下将要为阁下的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此，阁下应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合阁下。

The risk of loss in financing a transaction by deposit of collateral may be significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with NHIS. Market conditions may make it impossible to execute standby orders, such as “stop-loss” or “stop-limit” orders. You 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, your collateral may be liquidated without your consent. Moreover, you will be liable for any resulting deficit in your account and the interest payable. As a result, you should carefully consider whether such financing arrangement is suitable for you in light of your own financial position and investment objectives.

## **提供将阁下的证券抵押品等再质押的授权书的风险**



**Risk of Providing an Authority to Repledge Your Securities Collateral etc.**

- i. 阁下向新宏域国际提供授权书，容许其按照某份证券借贷协议书使用阁下的证券和证券抵押品，将阁下的证券抵押品再质押以取得财务通融，或将阁下的证券抵押品存放为用以履行及清偿其交收责任及债务的抵押品，存在一定风险。

There is risk if you provide NHIS with an authority that allows NHIS to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of our settlement obligations and liabilities.

- ii. 假如阁下的证券或证券抵押品是由新宏域国际在香港收取或持有的，则上述安排仅限于阁下已就此给予书面同意的情况下方行有效。此外，除非阁下是专业投资者，阁下的授权书必须指明有效期，而该段有效期不得超逾 12 个月。若你是专业投资者，则有关限制并不适用。

If your securities or securities collateral are received or held by NHIS in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.

- iii. 此外，假如新宏域国际在有关授权的期限届满前最少 14 日向阁下发出有关授权将被视为已续期的提示，而阁下对于在有关授权的期限届满前以此方式将该授权延续不表示反对，则阁下的授权将会在没有阁下的书面同意下被视为已续期。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if NHIS issue you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

- iv. 现时并无任何法例规定阁下必须签署这些授权书。然而，新宏域国际可能需要授权书，以便例如向阁下提供保证金贷款或获准将你的证券或证券抵押品借出予第三方或作为抵押品存放于第三方。新宏域国际应向阁下阐释将为何种目的而使用授权书。

You are not required by any law to sign these authorities. But an authority may be required by NHIS, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. We should explain to you the purposes for which one of these authorities is to be used.

- v. 倘若阁下签署授权书，而阁下的证券或证券抵押品已借出予或存放于第三方，该等第三方将对阁下的证券或证券抵押品具有留置权或作出押记。虽然新宏域国际根据阁下的授权书而借出或存放于阁下的证券或证券抵押品须对阁下负有责任，但其违责行为可能会导致阁下的证券或证券抵押品蒙受损失。

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although NHIS are responsible to you for your securities or securities collateral lent or deposited under your authority, a default by NHIS could result in the loss of your securities or securities collateral.

- vi. 大多数持牌人或注册人（包括新宏域国际）均提供不涉及证券借贷的现金账户。假如阁下毋需使用保证金贷款，或不希望本身证券或证券抵押品被借出或遭抵押，则切勿签署上述的授权书，并

应要求开立该等现金账户。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons (including NHIS). If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

### 结构性产品的一些相关风险

#### **Some Risks Associated with Structured Products**

##### **i. 发行商失责风险**

##### **i. Issuer default risk**

倘若结构性产品发行商破产而未能履行其对所发行证券的责任，阁下只被视为无抵押债权人，对发行商任何资产均无优先索偿权。因此，阁下须特别留意结构性产品发行商的财力及信用。

In the event that a structured product issuer becomes insolvent and defaults on their listed securities, you will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. You should therefore pay close attention to the financial strength and credit worthiness of structured product issuers.

注意：香港交易所公司网站的「衍生权证」及「牛熊证」内的「发行商与流通量提供者资料」均载列「发行商之信贷评级」，显示个别发行商的信贷评级。

Note: "Issuers Credit Rating" showing the credit ratings of individual issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants and under CBBCs section on the HKEx corporate website.

##### **ii. 非抵押产品风险**

##### **ii. Uncollateralised product risk**

非抵押结构性产品并没有资产担保。倘若发行商破产，阁下可能损失全数投资。要确定产品是否非抵押，阁下须细阅上市文件。

Uncollateralised structured products are not asset backed. In the event of issuer bankruptcy, you can lose your entire investment. You should read the listing documents to determine if a product is uncollateralised.

##### **iii. 杠杆风险**

##### **iii. Gearing risk**

结构性产品如衍生权证及牛熊证均是杠杆产品，其价值可按相对相关资产的杠杆比率而快速改变。

阁下须留意，结构性产品的价值可以跌至零，届时当初投资的资金将会尽失。

Structured products such as derivative warrants and callable bull/bear contracts (CBBCs) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.

#### iv. 有效期的考虑

#### iv. Expiry considerations

结构性产品设有到期日，到期后的产品即一文不值。阁下须留意产品的到期时间，确保所选产品尚余的有效期能配合交易策略。

Structured products have an expiry date after which the issue may become worthless. You should be aware of the expiry time horizon and choose a product with an appropriate lifespan for your trading strategy.

#### v. 特殊价格移动

#### v. Extraordinary price movements

结构性产品的价格或会因为外来因素(如市场供求)而有别于其理论价，因此实际成交价可以高过亦可以低过理论价。

The price of a structured product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

#### vi. 外汇风险

#### vi. Foreign exchange risk

若阁下所买卖结构性产品的相关资产并非以港币为单位，尚要面对外汇风险。货币兑换率的波动可对相关资产的价值造成负面影响，连带影响结构性产品的价格。

Investors trading structured products with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the structured product price.

#### vii. 流通量风险

#### vii. Liquidity risk

联交所规定所有结构性产品发行商要为每一只个别产品委任一名流通量提供者。流通量提供者的职责在为产品提供两边开盘方便买卖。若有流通量提供者失责或停止履行职责，有关产品的投资者或就不能进行买卖，直至有新的流通量提供者委任出来止。

The SEHK requires all structured product issuers to appoint a liquidity provider for each individual issue. The role of liquidity providers is to provide two way quotes to facilitate trading of their products. In the event that a liquidity provider defaults or ceases to fulfil its role, investors may not be able to buy or sell the product until a new liquidity provider has been assigned.

#### 买卖衍生权证的额外风险

#### **Some Additional Risks Involved in Trading Derivative Warrants**

#### i. 时间损耗风险

##### **Time decay risk**

假若其他情况不变，衍生权证愈接近到期日，价值会愈低，因此不能视为长线投资。

All things being equal, the value of a derivative warrant will decay over time as it approaches its expiry date. Derivative warrants should therefore not be viewed as long term investments.

**ii. 波幅风险**

**Volatility risk**

衍生权证的价格可随相关资产价格的引申波幅而升跌，阁下须注意相关资产的波幅。

Prices of derivative warrants can increase or decrease in line with the implied volatility of underlying asset price. You should be aware of the underlying asset volatility.

买卖牛熊证的额外风险

**Some Additional Risks Involved in Trading CBBCs**

**i. 强制收回风险**

**Mandatory call risk**

阁下买卖牛熊证，须留意牛熊证可以即日「取消」或强制收回的特色。若牛熊证的相关资产值等同一上市文件所述的强制收回价/水平，牛熊证即停止买卖。届时，阁下只能收回已停止买卖的牛熊证由产品发行商按上市文件所述计算出来的剩余价值（注意：剩余价值可以是零）。

Investors trading CBBCs should be aware of their intraday “knockout” or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. You will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. You should also note that the residual value can be zero.

**ii. 融资成本**

**Funding costs**

牛熊证的发行价已包括融资成本。融资成本会随牛熊证接近到期日而逐渐减少。牛熊证的年期愈长，总融资成本愈高。若一天牛熊证被收回，阁下即损失牛熊证整个有效期的融资成本。融资成本的计算程序载于牛熊证的上市文件。

The issue price of a CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, you will lose the funding costs for the entire lifespan of the CBBC. The formula for calculating the funding costs are stated in the listing documents.

交易所买卖基金的相关风险

**Some Risks Associated with Exchange Traded Funds (ETFs)**

**i. 市场风险**

**Market risk**

交易所买卖基金主要为追踪某些指数、行业/领域又或资产组别（如股票、债券或商品）的表现。交易所买卖基金经理可用不同策略达至目标，但通常也不能在跌市中酌情采取防守策略。阁下必须要有因为相关指数/资产的波动而蒙受损失的准备。

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of

assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. You must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

ii. 追踪误差

**Tracking errors**

这是指交易所买卖基金的表现与相关指数/资产的表现脱节，原因可以来自交易所买卖基金的交易费及其他费用、相关指数/资产改变组合、交易所买卖基金经理的复制策略等因素。

Tracking errors refer to the disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy.

iii. 以折让或溢价交易

**Trading at discount or premium**

交易所买卖基金的价格可能会高于或低于其资产净值，当中主要是供求因素的问题，在市场大幅波动兼变化不定期间尤其多见，专门追踪一些对直接投资设限的市场/行业的交易所买卖基金亦可能会有此情况。

An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty. This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

iv. 外汇风险

**Foreign exchange risk**

若阁下所买卖结构性产品的相关资产并非以港币为单位，尚要面对外汇风险。货币兑换率的波动可对相关资产的价值造成负面影响，连带影响结构性产品的价格。

Investors trading structured products with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the structured product price.

v. 流通量风险

**Liquidity risk**

证券庄家是负责提供流通量、方便买卖交易所买卖基金的交易所参与者。尽管交易所买卖基金多有一个或以上的证券庄家，但若有证券庄家失责或停止履行职责，阁下或就不能进行买卖。

Securities Market Makers (SMMs) are Exchange Participants that provide liquidity to facilitate trading in ETFs. Although most ETFs are supported by one or more SMMs, there is no assurance that active trading will be maintained. In the event that the SMMs default or cease to fulfil their role, you may not be able to buy or sell the product.

vi. 交易所买卖基金的不同复制策略涉及对手风险

vii. **Counterparty risk involved in ETFs with different replication strategies**

(1) 完全复制及选具代表性样本策略

### Full replication and representative sampling strategies

采用完全复制策略的交易所买卖基金，通常是按基准的相同比重投资于所有的成份股/资产。采取选具代表性样本策略的，则只投资于其中部分（而不是全部）的相关成份股/资产。直接投资相关资产而不经第三者所发行合成复制工具的交易所买卖基金，其交易对手风险通常不是太大问题。

An ETF using a full replication strategy generally aims to invest in all constituent stocks/assets in the same weightings as its benchmark. ETFs adopting a representative sampling strategy will invest in some, but not all of the relevant constituent stocks/assets. For ETFs that invest directly in the underlying assets rather than through synthetic instruments issued by third parties, counterparty risk tends to be less of concern.

### (2) 综合复制策略

#### Synthetic replication strategies

采用综合复制策略的交易所买卖基金，主要透过掉期或其他衍生工具去追踪基准的表现。现时，采取综合复制策略的交易所买卖基金可再分为两种：

ETFs utilising a synthetic replication strategy use swaps or other derivative instruments to gain exposure to a benchmark. Currently, synthetic replication ETFs can be further categorized into two forms:

### (3) a) 以掉期合约构成

#### Swap-based ETFs

- 总回报掉期让交易所买卖基金经理可以复制基金基准的表现而不用购买其相关资产。Total return swaps allow ETF managers to replicate the benchmark performance of ETFs without purchasing the underlying assets.
- 以掉期合约构成的交易所买卖基金需承受源自掉期交易商的交易对手风险。若掉期交易商失责或不能履行其合约承诺，基金或要蒙受损失。

Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honor their contractual commitments.

### a) 以衍生工具构成

#### Derivative embedded ETFs

- 交易所买卖基金经理也可以用其他衍生工具，综合复制相关基准的经济利益。有关衍生工具可由一个或多个发行商发行。

ETF managers may also use other derivative instruments to synthetically replicate the economic benefit of the relevant benchmark. The derivative instruments may be issued by one or multiple issuers.
- 以衍生工具构成的交易所买卖基金需承受源自发行商的交易对手风险。若发行商失责或不能履行其合约承诺，基金或要蒙受损失。
- Derivative embedded ETFs are subject to counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments.

交易所买卖基金即使取得抵押品，也需依靠抵押品提供者履行责任。此外，申索抵押品的权利一旦行使，抵押品的市值可以远低于当初所得之数，令交易所买卖基金损失严重。

Even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

阁下是否了解并能审慎评估不同的交易所买卖基金结构及特色会有何影响极为重要。

It is important that investors understand and critically assess the implications arising due to different ETF structures and characteristics.

#### 投资人民币产品的风险披露声明

#### **Risk Disclosure Statement for Renminbi Products**

投资人民币产品时，阁下须考虑以下风险因素：

You should consider the following Risk Factors when investing in renminbi products:

#### **i. 货币风险：**

##### **Currency risk**

假如阁下将赎回或出售产品所得的人民币转换成其他货币，阁下须承受人民币贬值的风险，因为人民币是受到转换限制及外汇管制的货币。

You are subject to the risk of renminbi depreciation if you intend to convert any renminbi-denominated redemption or sale proceeds into another currency, as renminbi is a restricted currency and subject to exchange controls.

#### **ii. 货币换算：**

##### **Currency conversion**

每当需要货币换算时，新宏域国际将全权决定有关货币之间的通行市场汇率。每当需将投资产品平仓或 以其他方式抛售时，新宏域国际将以有关账户的货币单位扣除或记入本公司全权决定之有关的通行市场 汇率换算的款项。有关货币之间汇率波动所产生的风险、费用及汇兑盈亏，将全由客户承担。

In any event that currency conversion is required, NHIS shall determine a rate of exchange to be the prevailing market rate of exchange between the relevant currencies. For any transactions closed out or otherwise liquidated, NHIS shall debit or credit the relevant accounts in the currency in which the relevant accounts are denominated at a rate of exchange determined by NHIS to be the prevailing market rate of exchange between the relevant currencies. Any risks, costs, profits and losses arising as a result of fluctuations in the exchange rates between the relevant currencies shall be entirely binding on the Client.

#### **iii. 在赎回或出售人民币产品时未必能收回人民币**

##### **Possibility of not receiving renminbi upon redemption or sale of renminbi investments**

阁下应对产品的性质及条款有充分理解，投资前亦须细阅销售文件，了解当赎回或出售该产品时

是否会收取人民币。即使该产品打算以人民币交收，但若该产品因阁下的赎回或出售要求而要卖出一些非人民币计价的投资项目，而同时在转换为人民币的过程中遇到限制，阁下或未能收回人民币。另一个，即使产品以人民币计价，如果因为货币汇付或其他人民币管制措施，亦未必能有充足的人民币金额去满足所有赎回或出售要求。因此，于赎回或出售该产品时，阁下未必能收取人民币。

You should always understand the nature and terms of a product and read the offering documents carefully before investing to find out whether you will actually receive renminbi when you redeem or sells the renminbi products. Even if the product aims to deliver renminbi, it may not be able to pay you in renminbi if the product has to sell non-renminbi-denominated investments to meet your redemption/sale request, and encounters conversion restriction when converting the proceeds in non-renminbi currencies into renminbi. On the other hand, even if the investments are denominated in renminbi, there may not be sufficient renminbi to satisfy the redemption or sale requests due to the repatriation or other controls on renminbi. As a result, you may not receive renminbi when you redeem or sells your investments.

**iv. 流通风险：**

**Liquidity risk**

由于人民币产品是一项新产品，因此可能没有一般的交易活动或活跃的二级市场。因此，阁下或不能即时出售有关产品，又或可能要以极低价出售。此外，阁下亦应了解该产品是否设有最短投资期，以及提早赎回或终止的罚款或收费。

Renminbi products are subject to liquidity risk as renminbi products are a new type of product and there may not be regular trading or an active secondary market. Therefore you may not be able to sell your investment in the product on a timely basis, or you may have to sell the product at a deep discount to its value. In addition, you should also find out whether the renminbi product is subject to any minimum investment period or early redemption or termination fines or charges.

**v. 投资风险 / 市场风险：**

**Investment / market risk**

跟所有投资一样，人民币产品须面对投资风险，并且可能不保本。即产品内的投资或相关资产的价格可升可跌，而导致产品可能赚取收益或招致损失。

Like any investments, renminbi products are subject to investment risk and may not be principal protected, i.e. the assets that the products invest in or referenced to may fall as well as rise, resulting in gains or losses to the product.

**vi. 发行人 / 交易对手信贷风险：**

**Issuer / counterparty credit risk**

人民币产品须面对发行人的信贷风险及无力偿债风险。阁下应该仔细考虑发行人的信用程度，再作出投资决定。由于人民币产品亦可能投资于衍生工具，阁下亦须承受衍生工具发行人违约的风险。这些风险可能对产品的回报有负面影响，更可能构成重大损失。

Renminbi products are subject to the credit and insolvency risks of their issuers. You shall consider carefully the creditworthiness of the issuers before investing. Furthermore, as a renminbi product may



invest in derivative instruments, counterparty risk may also arise as the default by the derivative issuers may adversely affect the performance of the renminbi products and result in substantial losses.

视乎该人民币产品的性质及投资目标，阁下可能须承受其他风险。作出投资决定前，切记细读销售文件内的风险因素，如有需要，应咨询独立专业意见。

Depending on the nature of the renminbi product and its investment objective, there may be other risk factors specific to the product which you shall consider. Before making an investment decision, you should always read the risk factors as set out in the offering documents and seek independent professional advice where necessary.

#### 使用电子交易之风险披露声明

#### **Risk Disclosure Statements for Using Electronic Trading**

阁下确认，电子交易的设施是以计算机组成系统来进行交易指示传递、执行、配对、登记或交易结算。然而，所有设施及系统均有可能会暂时中断或失灵。阁下确认就此所能获得的赔偿或会受制于系统供应商、市场、结算公司及 / 或参与者商号就其所承担的责任所施加的限制。

You acknowledge that electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. You acknowledge that your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or particular firms.

阁下明白，透过某个电子交易系统进行买卖，可能会与透过其他电子交易系统进行买卖有所不同。在交易高峰，市场波动、系统升级及维护或其他时间，互联网或其他电子设施的进入可能会受到限制甚至无法进入。通过互联网或其他电子设施进行的交易可能会因不可预测的流量堵塞和其他本行无法控制的原因而受到干扰，传输中断，以及传输延误。由于技术上的制约，互联网是一种不完全可靠的通讯媒介。由于这种不可靠性的原因，交易指令及其他信息的传输和接收可能会有延误，而这会导致交易指令在执行上的延误，或者交易执行的价格已不同于指令发出时的市场价格。阁下确认，如果阁下透过某个电子交易系统进行买卖，便须承受该系统带来的风险，包括有关系统硬件或软件可能会失灵的风险。系统失灵可能会导致阁下的交易指示不能根据指示执行，甚或完全不获执行，而且一旦发出通常将不可能取消。

You understand that trading on one electronic trading system may differ from trading on other electronic trading systems. Access to the internet or other electronic devices may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or other times. Transactions conducted through the internet or other electronic devices may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond control. Due to technical limitation, internet is an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of the instructions and other information, which may result in delays in the execution of instructions or the execution of instructions at prices different from those prevailing prices at the time the instructions were given. You acknowledge that if you undertake transactions on an electronic trading system, you 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 your order is either not executed according

to your instructions or is not executed at all and that once given, an instruction is usually noncancelable.

在透过无线通讯媒介（例如手机等移动终端）传送资料与通讯时，由于无线通讯媒介的开放性质，任何透过该等媒介进行的传送均有可能因无线通讯媒介的流量或不正确资料传送而遭受干扰、保安失效、传送受阻或延迟的影响，阁下须自行承担采用该种传送或通讯方式的风险。阁下亦知悉及同意透过无线通讯媒介传送资料、指示及通讯可能会出现延迟，阁下将须承担与此有关的所有风险。

When transmitting data and communications through wireless communications medium (such as mobile phones and other mobile terminals), due to the open nature of wireless communication medium, any transfers conducted through such medium are likely to be subject to interruption, security failure, transmission blackout and delayed transmission as a result of the traffic of wireless communication medium or incorrect data transmission, and you shall take your own risks involved in using this type of transmission or communication. You also acknowledge and agree that transmitting information, instructions and communications through wireless communication medium may be delayed, and you shall take all risks associated therewith.

## 第二部份 – 免责声明

### 2. Disclaimers

#### 有关买卖指数期权的免责声明

#### **Disclaimers in Relation to Trading in Index Options**

恒生指数有限公司 (Hang Seng Indexes Company Limited) (“HSIL”) 现时公布、编纂及计算一系列的股票指数及可能不时应生信息服务有限公司(Hang Seng Data Services Limited)(“HSDS”)公布、编纂及计算其他股票指数（统称“恒生股票指数”）。各恒生股票指数的商标、名称及编纂及计算程序均属 HSDS 独家及全权拥有。HSIL 经已许可香港期货交易所有限公司(Hong Kong Futures Exchange Limited) (“交易所”) 使用恒生股票指数作推出、推广及买卖以任何恒生股票指数为根据的期权合约（统称“期权合约”）及有关用途但不能用作其他用途。HSIL 有权随时及无须作出通知更改及修改编纂及计算任何恒生股票指数的程序及依据及任何有关的程序、成份股及因素。交易所亦有权随时要求任何期权合约以一只或多只替代指数交易及结算。交易所、HSDS 及 HSIL 均未有向任何交易所会员或任何第三者保证、表示或担保所有或任何恒生股票指数、其编纂及计算或任何有关资料的准确性及完整性，亦未有就所有或任何恒生股票指数作出任何其他性质的保证、表示或担保，任何人士亦不能暗示或视该等保证、表示或担保已获作出。交易所、HSDS 及 HSIL 均不会及无须就使用所有或任何恒生股票指数作有关所有或任何期权合约的交易或其他用途、或 HSIL 编纂及计算所有或任何恒生股票指数时出现的任何错漏、错误、阻延、中断、暂停、改变或失败（包括但不限于因疏忽引致的）、或交易所会员或任何第三者可能因期权合约的交易直接或间接引致的任何经济或其他损失负责。任何交易所会员或第三者均不能就本声明内所指的任何事项引起或有关的问题向交易所及 / 或 HSDS 及 / 或 HSIL 提出要求、诉讼或法律程序。任何交易所会员或第三者作出期权合约交易时均完全明了本声明并不能对交易所、HSDS 及 / 或 HSIL 有任何依赖。为免生疑问，本免责声明并不会于任何交易所会员或第三者与 HSIL 及 / 或 HSDS 之间构成任何合约或准合约关系，而亦不应视作已构成该等合约关系。

Hang Seng Indexes Company Limited ("HSIL") currently publishes, compiles and computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indexes"). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the Hong Kong Futures Exchange Limited (the "Exchange") by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of options contracts based on any of the Hang Seng Indexes respectively (collectively, "Options Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the Exchange may at any time require that trading in and settlement of such of the Options Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the Exchange nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Options Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the Exchange and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third party deals in the Options Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasicontractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

## 电子服务协议

### ELECTRONIC SERVICE AGREEMENT

本电子服务协议是补充其依附的并为新宏域国际证券有限公司（“新宏域国际”）与客户签订的客户协议书，藉此新宏域国际同意向客户提供电子服务，使客户能够透过计算机或其他电子传输的方式，在兼容的个人、家庭或小型商业计算机，包括能够连接电讯网络并带有调制解调器、终端机或网络计算机等设备的互联网仪器，发出电子指示并获取报价和其他信息（“电子服务”）。如客户协议书与本电子服务协议之条款有任何冲突，以后者之条款为准。

This Electronic Service Agreement is supplemental to the Client Agreement for Securities Trading Accounts entered into between New Horizon International Securities Co., Limited ( “NHIS”) and the Client to which this Electronic Service Agreement is annexed, whereby NHIS agrees to provide to the Client Electronic Services which enables the Client to give electronic Instructions and to obtain quotations and other information via computer or any other electronic communication and on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network (“Electronic Services”). Where any conflict arises between the Client Agreement for Securities Trading Accounts and the provisions of this Electronic Service Agreement, the provisions of the latter shall prevail.

#### 1. 释义

##### 1. Definitions

1.1 除非另有订明，本电子服务协议中的术语之含义与客户协议书所释义的相同。

1.1 Terms in this Electronic Service Agreement shall have the same meanings as defined in the Client Agreement unless stated otherwise.

1.2 下列用语，除文意另有所指外，将作如下解释：

1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:

“登入号码”是指识别客户身份的名称，须配合密码一起使用以接达有关电子服务；

“Login ID” means the name used to identify the Client’s identification, which shall be used in conjunction with the Password to gain access to the Electronic Services;

“信息”是指任何交易或市场的资料、买入及卖出价、新闻报导、分析员的报告，研究和其他信息；

“Information” means any Transaction or market data, bid and ask quotations, news reports, analysts’ reports, research and other information;

“密码”是指客户的登入密码，须配合登入号码一起使用以接达有关电子服务。

“Password” means the Client’s password for login, which shall be used in conjunction with the Login ID to gain access to the Electronic Services.

1.3 客户协议书中提及的“指示”将被视为包括通过电子服务发出的电子指示。

1.3 References to “Instructions” in the Client Agreement shall be deemed to include the electronic Instructions given through Electronic Services.

1.4 如客户同意，分别在客户协议书中提及的“交易通知及结单”和“通知及通讯”可以只由电子服务发出；及该同意可以最初在开户表格中标明，或随后透过电子服务标明。由电子服务发送的通知和通讯将被视为已经在传送时妥善发出。

1.4 “Transaction Notices and Statements” and “Notices and Communications” referred to in the Client Agreement respectively may be sent solely through Electronic Services if the Client so consents; such consent may be indicated initially in the Account Opening Form or subsequently through Electronic Services. Notices and communications sent through Electronic Services will be deemed to have been properly given at the time of transmission.

## 2. 电子服务的使用

### 2. Use of Electronic Services

2.1 客户在于新宏域国际成功开户后，新宏域国际将向客户发出登入号码和密码，而电子服务亦启动。新宏域国际有权要求客户按新宏域国际不时的通知在执行其任何指示前存入现金、证券（视属何种情况）。

2.1 The Client will be given a Login ID and Password upon successful account opening with NHIS, and the Electronic Services will be activated accordingly. NHIS shall be entitled to request the Client to, upon NHIS's notice from time to time, deposit cash or securities (as the case may be) prior to the execution of any of his Instructions.

2.2 客户需按本协议及新宏域国际不时提供之用户指南所规定的各种指示和程序使用电子服务。

2.2 The Client shall use the Electronic Services in accordance with this Agreement and the instructions and procedures as set out in the user manual provided by NHIS from time to time.

2.3 客户确认只有客户本人是使用新宏域国际电子服务的唯一授权用户，及需以正确的身份登入电子服务。

2.3 The Client confirms that only the Client himself shall be the sole authorized user of the Electronic Services of NHIS, and that he is required to use the correct identity to login to the Electronic Services.

2.4 客户需对其登入号码和密码的保密及使用承担责任。当客户帐户的正确户口代码输入后，新宏域国际获授权(但无义务)按其酌情权依据已接收之有关客户之指示而行事，而并无责任核实该指示之有效性

及/或真确性。

- 2.4 The Client shall be responsible for the confidentiality and use of his Login ID and Password. Upon the correct input of the code for the Client's account, NHIS is authorized (but not obligated) to act in its absolute discretion on any Instruction it has received from the relevant Client without any liability to verify the validity and/or authenticity of such Instruction;
- 2.5 如客户发现登入号码或密码有任何遗失、盗窃或未经授权使用，应立即通知新宏域国际。
- 2.5 The Client shall immediately inform NHIS if he becomes aware of any losses, theft or unauthorized use of his Login ID or Password.
- 2.6 如果错误的登入号码和密码被输入超过 5 次，新宏域国际有权(但无义务)暂停提供电子服务。
- 2.6 NHIS has the right (but not obligated) to suspend the Electronic Services if an incorrect combination of Login ID and Password has been entered for more than 5 times.
- 2.7 如果客户以计算机使用电子服务，客户同意向新宏域国际提供电子邮件地址，及立即通知新宏域国际客户电子邮件地址的任何改动；并以客户指定的电子邮件地址接受新宏域国际的电子通讯。
- 2.7 If the Client uses the Electronic Services through computer, the Client agrees to provide NHIS with the Client's e-mail address, to promptly inform NHIS of any changes to the Client's e-mail address, and to receive electronic communications from NHIS at the e-mail address the Client has specified.
- 2.8 新宏域国际透过电子服务向客户提供任何通知、结单、交易确认及其他通讯，客户同意对其具有约束力。
- 2.8 The Client agrees to be bound by any notices, statements, trade confirmations and other communications provided by NHIS to the Client through Electronic Services.
- 2.9 客户同意支付因新宏域国际提供电子服务而须收取的所有订购费、服务费和用户费（如有），并授权新宏域国际可从客户的帐户中扣除该类费用。
- 2.9 The Client agrees to pay all subscription fees, service fees and user fees (if any) that NHIS charges for the Electronic Services and authorizes NHIS to debit such fees from the Client's Account.
- 2.10 新宏域国际拥有绝对酌情权，对可透过电子服务发出的指示之种类及指示之价格范围予以限制。
- 2.10 NHIS has the absolute discretion to limit the types and price ranges of the Instructions that may be given via the Electronic Services.
- 2.11 客户通过电子服务发出指示后，应通过电子服务核对所发出的指示是否已被新宏域国际正确地确认。客户同意其收到的指示确认并不保证指示将获执行。如果客户在将指示输入电子服务后 5 分钟内仍未收到指示确认，或倘若收到的指示确认存有误差，客户有责任立即与新宏域国际联络以确认新宏域国际是否收到其指示。客户进一步同意，其未能收到指示确认并不一定表示新宏域国际不会执行其指示。

倘若新宏域国际向客户确认已经执行其指示，但未发出收到指示的确认，客户仍须负责结算该项交易。

2.11 Upon giving Instructions via the Electronic Services, the Client shall check via the Electronic Services whether the Instructions given have been correctly confirmed by NHIS. The Client agrees that the Instruction confirmations he receives do not guarantee that the Instructions will be executed. If the Client has not received an Instruction confirmation within 5 minutes following his entering of the Instructions into the Electronic Services, or if the Instruction confirmation received is incorrect, the Client shall immediately contact NHIS to confirm whether NHIS has received the Instructions. The Client further agrees that his non-receipt of the Instruction confirmations does not necessarily mean that his Instructions will not be executed by NHIS. If NHIS confirms to the Client that his Instruction has been executed but did not send a confirmation for receipt of the Instruction, the Client shall still be responsible for settling the Transaction.

2.12 在不限制上述的概括性原则下，客户确认并同意，一旦通过电子服务发出指示后，未必能够予以修改或取消，及指示只有在尚未被新宏域国际执行时方有可能进行修改或取消。在这种情况下，新宏域国际将尽可能修改或取消指示，但是，尽管新宏域国际已确认有关修改或取消指示，也不能保证该修改或取消一定会发生。如果该修改或取消没有发生，客户仍然要对其最初作出的指示负责。

2.12 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to revise or cancel an Instruction once it has been given through the Electronic Services, and that an Instruction may only be revised or cancelled if it has not been executed by NHIS. In such circumstances, NHIS will use its best efforts to revise or cancel the Instruction, provided that even if NHIS has confirmed the relevant Instruction of revision or cancellation, there is no guarantee that the revision or cancellation will occur. If the revision or cancellation does not occur, the Client shall remain liable for the original Instruction.

2.13 如果电子服务未能使用，客户将根据客户协议书的规定发出指示。

2.13 If the Electronic Services are not available, the Client shall give Instructions in accordance with the provisions of the Client Agreement.

### 3. 信息和知识产权

#### 3. Information and Intellectual Properties

3.1 新宏域国际可通过电子服务向客户传递信息。客户可能会被收取从交易所、市场及其它传输信息的第三方获得并提供给客户使用的信息的一定费用。客户授权新宏域国际可从客户的帐户中扣除该类费用（如有）。

3.1 NHIS may convey Information to the Client through Electronic Services. The Client may be charged a fee for the Information that is obtained from the Exchange, markets and third-parties that transmit Information and provided for use by the Client. The Client authorizes NHIS to debit such fee (if any) from the Client's Account.

- 3.2 信息乃是新宏域国际、信息提供者或其他人士的财产，并受版权所保护。客户除自用或在自己业务的正常过程中使用外，不得在其他方面使用信息或其任何部分。
- 3.2 The Information is the property of NHIS, the Information providers or other persons and is protected by copyright. The Client shall not use the Information or any part thereof other than for his own purposes or in the ordinary course of its own business.
- 3.3 客户同意不会：
- 3.3 The Client agrees that he will not:
- (1) 在未获得新宏域国际和有关信息供应者的明确书面同意之前，以任何方式复制、再传送、传播、出售、分发、出版、广播、传阅或商业利用信息或其任何的部份；
  - (1) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information or any part thereof in any manner without the express written consent of NHIS and the relevant Information providers;
  - (2) 将信息或其任何的部份用于任何非法目的；
  - (2) use the Information or any part thereof for any unlawful purposes;
  - (3) 将信息或其中的任何部分用于建立、维持或提供，或用于协助建立、维持或提供一个买卖证券、期权合约及其他投资产品的交易平台或交易服务；
  - (3) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a dealing platform or dealing service for trading Securities, Options Contracts and other investment products;
  - (4) 向第三方传播信息。
  - (4) disseminate the Information to third parties.
- 3.4 客户同意将遵守新宏域国际的合理要求，以保护信息供应者及新宏域国际各自在信息和电子服务中的权利。
- 3.4 The Client agrees to comply with reasonable requests of NHIS to protect the Information providers' and NHIS's respective rights in the Information and the Electronic Services.
- 3.5 客户将遵守新宏域国际不时作出的有关允许使用信息的合理指示。
- 3.5 The Client shall comply with such reasonable directions as NHIS may give from time to time in respect of the permissions to the use of the Information.
- 3.6 客户确认电子服务及其所包含的任何软件乃是新宏域国际的财产。客户保证并承诺其不会及不以任何方式试图更改、修改、倒序制造、或以其他任何方法改动该等软件，亦不会试图在未经授权下接达电子服务或其中包含的软件的任何部分。
- 3.6 The Client acknowledges that the Electronic Services and any software comprised therein are properties of



NHIS. The Client warrants and undertakes that it will not, and will not attempt to, tamper with, modify, reverse engineer or in any other ways alter such software, and will not attempt to gain unauthorized access to the Electronic Services or any part of the software comprised therein.

3.7 客户同意，若客户在任何时候违反了此保证和承诺，或若新宏域国际在任何时候有合理理由怀疑客户已违反了此保证和承诺，新宏域国际将有权终止本电子服务协议。

3.7 The Client agrees that NHIS shall be entitled to terminate this Electronic Service Agreement if the Client at any time breaches, or if NHIS at any time reasonably suspects that the Client has breached, this warranty and undertaking.

#### 4. 责任和赔偿的限制

##### 4. Limitation of Liability and Indemnification

4.1 新宏域国际、其联营公司、业务代理、以及信息供应者及其各自的董事、高级职员或雇员及其业务代理人对超越其合理控制范围的情况而使客户遭受的任何损失、开支、费用或责任概不负责，这些情况包括（但不限于）：

4.1 NHIS, its Associate, Business Agent and the Information providers and their respective directors, officers or employees and their business agents shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control, including (without limitation):

(1) 不在新宏域国际控制下，通过电话、电子或其他系统与新宏域国际进行通讯往来而引起的延误、未能或不准确；

delays, failures or inaccuracies arising from communications with NHIS through telephone, electronic or other systems that are beyond NHIS's control;

(2) 信息供应者所提供的研究、分析、市场资料以及其他信息的延误、不准确、遗漏或缺乏；

delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information provided by the Information providers;

(3) 未经授权下进入通讯系统，包括未经授权下使用客户的登入号码、密码，及/或账户号码；及 unauthorized access to communications systems, including unauthorized use of the Client's Login ID, Password and/or Account number; and

(4) 战争或军事行动、政府的限制、劳资纠纷或任何市场或交易所的正常交易被关闭或中断、恶劣的天气情况及天灾。

war or military actions, government restrictions, labor disputes, closure of or disruption in the ordinary trading of any market or Exchange, severe weather conditions and acts of god.

#### 4.2 新宏域国际概不在任何方面保证

#### 4.2 NHIS does not in any way warrant that

- (1) 与客户使用电子服务及/或网站有关而提供之任何服务不会出错、被截取或中断；
- (1) any services provided in connection with the Client's use of the Electronic Services and/or the website will be free of errors, interceptions or interruptions;
- (2) 电子服务及/或网站所提供、使用或可取用之信息、数据或其他材料不会有病毒、妨碍运作之设计。
- (2) the Information, data, or other materials provided or used by or accessible through the Electronic Services and/or the website will be free of viruses or designs that impede operations.

#### 4.3 客户接受，尽管新宏域国际将尽力确保所提供的信息的准确性和可靠性，新宏域国际并不能绝对保证这些信息准确和可靠，及对由于信息出现任何不准确或遗漏或不完整或任何有误导的信息而导致客户遭受的任何损失或损害，新宏域国际概不承担任何责任（无论是在民事过失、合约或其他法律上）。

#### 4.3 The Client accepts that, while NHIS will endeavour to ensure the accuracy and reliability of the Information provided, NHIS does not absolutely guarantee that they are accurate and reliable, and that NHIS assumes no liability (whether in tort, contract or otherwise legally) for any losses or damages suffered by the Client as a result of any inaccuracies or omissions or incompleteness or any misleading in the Information.

#### 4.4 客户同意，如客户违反了客户协议书（包括本电子服务协议）、适用的证券及期货法例或规则、或任何第三方的权利，包括但不限于对任何版权的侵犯、对任何知识产权的侵犯以及对任何私隐的侵犯，而使新宏域国际、联营公司、其业务代理及信息供应者及其各自的董事、高级职员或雇员及其业务代理人遭受的任何或所有索偿、损失、责任、开支和费用（包括但不限于所有的律师费用），客户将就此对其作出赔偿，及保证新宏域国际、其业务代理及信息供应者及其各自的董事、高级职员或雇员及其业务代理人不会因此而招致任何损失。即使终止本电子服务协议，客户在此的责任将仍然有效。

#### 4.4 The Client agrees to indemnify and hold NHIS, its Associate, the Business Agent and the Information providers and their respective directors, officers or employees and their business agents harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal fees) arising from the Client's violation of the Client Agreement (including this Electronic Service Agreement), applicable securities and futures laws and regulations or any third party's rights, including but not limited to infringement or violation of any copyright, intellect properties and privacies. The Client's obligations hereunder shall survive the termination of this Electronic Service Agreement.

### 5. 电子服务之终止

#### 5. Termination of Electronic Services

5.1 新宏域国际保留权利，并有绝对酌情权而无需通知及不受限制地，于任何原因，包括但不限于未经授权下使用客户的登入号码、接入号码、密码、及/或账户号码、违反本电子服务协议或客户协议书下的任何条款、新宏域国际未能继续从任何信息供应者获得任何信息、或新宏域国际与信息供应者之间的一个或多个协议被终止，终止客户接达电子服务或其任何部分。

5.1 NHIS reserves the right to terminate, in its absolute discretion without notice and without limitation, the Client's access to the Electronic Services or any part thereof for any reason whatsoever, including but not limited to the unauthorized use of the Client's Login ID, access number, password and/or Account number, the breach of any provisions of this Electronic Service Agreement or the Client Agreement, NHIS's inability to obtain any Information continuously from any Information provider or the termination of one or more agreements between NHIS and the Information providers.

5.2 若新宏域国际终止电子服务，信息供应者及新宏域国际将无需向客户承担任何责任。然而，若是在无任何理由下终止服务，新宏域国际应按比例向客户退还其已为电子服务而支付，但由终止服务日期起计尚未使用那一部分的费用。

5.2 In the event that the Electronic Services is terminated by NHIS, the Information providers and NHIS shall have no liability whatsoever to the Client. However, if it is terminated without any causes, NHIS shall refund the pro rata portion of any fee that have been paid by the Client for the Electronic Services but has not been used as of the date of such termination.

## 6. 风险披露

### 6. Risk Disclosure

客户通过电子服务进行交易，将承担与电子服务系统有关的风险，其中包括硬件和软件故障，因任何系统发生故障而导致未能根据客户的指示执行其指令，或未能完全执行其指令。客户应详阅载于附录2之风险披露声明。

The Client trading via the Electronic Services would be exposed to the risks in relation to the Electronic Services system, including hardware and software failures, the failure to carry out the Client's orders as he instructs due to any system failures, or the failure to completely carry out the Client's orders. The Client should read carefully the Risk Disclosure Statements set out in Appendix 2.

## 7. 一般事项

### 7. General

- 7.1 倘若发生任何争议，客户同意以新宏域国际的记录（包括电子记录）为准。
- 7.1 In the event of any dispute, the Client agrees that the records of NHIS (including electronic records) shall prevail.
- 7.2 新宏域国际可不时修改本电子服务协议之条款，并会以书面方式或透过电子服务、公告方式向客户发出合理通知。
- 7.2 NHIS may amend the terms of this Electronic Service Agreement from time to time and will give the Client reasonable notices in writing or through the Electronic Services or through announcements.
- 7.3 倘新宏域国际与香港联合交易所信息服务有限公司（“联交所信息公司”）已签订特许协议，客户授权新宏域国际向联交所信息公司提供与根据本协议向客户提供的电子服务有关的信息，使新宏域国际可遵守与联交所信息公司就市场资料馈送所签订的特许协议。
- 7.3 In the case where NHIS has entered into a licensing agreement with the Stock Exchange Information Service Limited (“SEIS”), the Client authorizes NHIS to provide Information regarding the Electronic Services supplied to the Client hereunder to the SEIS to enable NHIS to comply with the licence agreement entered into with SEIS in relation to the feeding of market data.

期权资料说明表  
**OPTION INFORMATION**

此期权资料说明表仅包含可向客户提供的期权交易资料类别。

This Option Information table only contains the types of options trading information that could be provided to the Client.

(1) 合约资料

**Contract information:**

行使价、到期日、所属商品、期权种类、买入或沽出、开仓或平仓日期、现报价及指令种类。

Strike price; expiry date; underlying commodity; type of option; buy or sell; opening or closing date; current quoted price; and type of order.

(2) 相关商品

**Underlying Commodity:**

交收或结算方法、合约大小金额及结算价计算。

Method of delivery or settlement; contract size; calculation of settlement price.

(3) 行使程序:

**Exercise procedure:**

美国式或欧洲式行使方法。

American or European style exercise;

(4) 期权金:

**Premium:**

计算合约价值、期权金交收。

Calculation of contract value; settlement of premium.

(5) 保证金:

**Margin:**

大致估计客户按金要求、按金调整支付、可接受为按金之抵押品及付款详情。

Approximate Client margin requirement; margin variation adjustment payment; collateral that may be lodged as margin; payment details.

(6) 交易费用:

**Transaction costs:**

最低佣金、交易征费及结算所费用、行使费及适当的征费。

Minimum commissions; Exchange and Clearing House fees; exercise fees; and applicable levies.

## 银行子账户服务协议

### **BANK SUB-ACCOUNTS SERVICE AGREEMENT**

本银行子账户服务协议是补充其依附的并为新宏域国际证券有限公司（“新宏域国际”）与客户签订的证券交易账户客户协议书，藉此客户使用“银行子账户”服务，并接受以下条款的约束。

This Bank Sub-accounts Service Agreement is supplemental to the Client Agreement for Securities Trading Accounts entered into by New Horizon International Securities Co., Limited (“NHIS”) and the Client to which this Agreement is annexed, whereby the Client may use the Bank Sub-account service and agrees to be bound by the following terms.

1. “银行服务”是由相应银行提供的“银行子账户”形式的服务。

1. the “Banking Service” is the service provided by the corresponding banks in form of "Bank Sub-account".

2. “银行子账户”是由银行提供的独立存款服务，属于新宏域国际银行账户下的子账户。透过该子账户，方便客户直接把款项存进新宏域国际为客户开立的同名证券交易账户。

2. the "Bank Sub-account" is a kind of separate deposit service provided by the bank, which is a sub-accounts under NHIS's bank account. This sub-account may provide convenience to the Client by enabling him to directly deposit into the securities account opened by NHIS for the Client in his name.

3. “银行子账户”的主要作用仅为提供快捷方便的存款服务，客户可直接把资金存入以方便进行证券合约或期权合约买卖。

“银行子账户”本身并不是一般的银行账户，它仅为一个附带功能，帮助客户存款到新宏域国际之账户，因此不能直接透过该子账户进行提款或转账。客户提款，需向新宏域国际发出指示，由新宏域国际另安排处理。

3. The only main purpose of "Bank sub-account" is to provide convenient and fast deposit service, whereby the Client may deposit the money directly in order to deal in securities contracts or options contracts.

The "Bank Sub-account" per se is not an ordinary bank account, but only an incidental function which allows the Client to make deposit into NHIS's account, therefore direct withdrawal or transfer of money through such sub-account is not allowed. The Client making a withdrawal needs to give an Instruction to NHIS, who will make the arrangement separately.

4. 新宏域国际不会就客户因使用银行服务期间遇上因银行计算机系统传送、接驳、讯号或系统上产生不



可预期之故障而引致滙款之延误或任何相关之阻延而引致滙款未能适时滙入客户账户而客户需负之费用或利息作任何承担或赔偿。

4. NHIS will not in any way account for or indemnify against any costs or interest borne by the Client due to the delay in remittance caused by unexpected failures in the bank computer system transmission, connection, signal or system or the failure of making timely remittance into the Client's Account caused by any related delay, in both cases occurred in the course of the Client's using of banking services.
5. 在任何情况下，新宏域国际一定不会就有关使用或不能使用银行服务的行为或疏忽而导致客户蒙受任何直接、间接、相应产生或特殊的损失，包括但不限于所有损失、费用、支出、利润上的损失、或不成功实现预期的转账，而对客户或任何其他人士负上任何法律责任。
5. In any case, NHIS will not be liable to the Client or any other person for any direct, indirect, consequential or special losses, including but not limited to all losses, costs, expenses, losses of profit or failures to make the expected transfers, suffered by the Client as a result of acts or omissions in connection with the use or unavailability of banking services.
6. 当新宏域国际执行转账指示时，若遇到任何非新宏域国际所能控制的状况，包括任何机件设备、计算机系统失灵或出现故障，直接或间接引致迟延或无法执行转账指示，新宏域国际均无须对客户负责或作出任何赔偿。凡因以上事故/状况未能执行客户之银行服务指示而引起的任何直接或间接损失，新宏域国际亦无须对客户负责。
6. In the event that NHIS comes into any conditions beyond its control when executing transfer Instructions, including failures or malfunctions of any mechanical equipments or computer system, which directly or indirectly result in delays in or inability to execute the transfer Instruction, NHIS shall not be liable or make any compensations to the Client. Nor shall NHIS be liable to the Client for any direct or indirect losses arising from the failures in executing the Client's Banking Service Instructions due to the above accidents/conditions.
7. 新宏域国际可酌情决定是否同意客户使用上述银行服务，及酌情决定是否停止客户使用上述银行服务。
7. NHIS may determine in its discretion whether or not it permits the Client to use the above Banking Service, and determine in its discretion whether or not it terminates the Client's using of the above Banking Service.



美国《海外账户税收合规法案》简介及相关条款

**INTRODUCTION OF FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") &  
RELEVANT PROVISIONS**

**1. 美国《海外账户税收合规法案》相关条款/定义**

**1. The "FATCA" related terms/definitions**

i) "法规"指经修订，于 1986 年推行的《美国国税法》。

i) "Code" means the U.S. Internal Revenue Code of 1986, as amended.

ii) "FATCA"意指

ii) "FATCA" means

a) 美国国税局根据经修订或不时补充，或其他官方指引的《美国国税法》第 1471-1474 条《海外账户税收合规法案》。

a) the Foreign Account Tax Compliance Act in Sections 1471 to 1474 of the U.S. Internal Revenue Code, as amended or supplemented from time to time by the U.S. Internal Revenue Service, or other official guidance;

b) （在任何情况下）有利于上文（a）段执行的任何条约、法律、法规、或任何其他司法管辖区颁布的其他官方指引、或美国与其他司法管辖区之间的政府间的协定；或

b) any treaties, laws, regulations or other official guidance enacted in any other jurisdictions, or the intergovernmental agreements between the U.S. and other jurisdiction that (in any case) facilitates the implementation of paragraph (a) above; or

c) 任何按照因上文（a）或（b）段的实施而与美国国税局、美国政府或任何其他司法管辖区的政府或税务机关的协议。

c) any agreements entered into with the U.S. Internal Revenue Service, the U.S. government or the governmental or taxation authorities in any other jurisdictions pursuant to the implementation of paragraphs (a) or (b) above.

iii) “FATCA 预扣”是指 FATCA 要求根据本客户协议的款项中扣除或预扣。

iii) "FATCA Withholding" means a deduction or withholding from a payment under this Client Agreement as required by FATCA.

iv) “FATCA 可预扣款项”包括所由源自美国的利息支付（包括最初的发行折扣）、股息及其他项目的

固定或可确定的年度或定期收益、利润和收入，以及销售可产生源自美国的利息或股息的 资产的毛收益，于 2016 年 12 月 31 日之后支付有关的销售款项总额亦须扣缴。某些源自美国与贷款交易、投资咨询费、保管费，银行或经纪公司的费用相关的金融款项也包括在内。

- iv) "FATCA Withholdable Payments" include payments of interest (including original issue discount), dividends and other items of fixed or determinable annual or periodical gains, profits and income, as well as gross proceeds from the sale of any assets which can produce interest or dividends derived from the U.S., and the gross proceeds of such sales paid after December 31, 2016 shall also be subject to such Withholding. These also include certain financial payments derived from the U.S. in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees.
- v) "合规要求"指根据下列各项新宏域国际证券有限公司("新宏域国际")须遵从的义务:
- v) "Compliance Requirements" means the obligations imposed on New Horizon International Securities Co., Limited ("NHIS") under or pursuant to:
  - a) 不论香港境内或境外及不论目前或将来存在的对其具法律约束力或适用的任何法律;
  - a) any laws binding or applying to it within or outside Hong Kong existing currently and in the future;
  - b) 不论香港境内或境外及不论目前或将来存在的任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的任何指引或指导；及
  - b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong existing currently and in the future; and
  - c) 新宏域国际因其他因其位于或跟相关本地或外地的法律、监管、政府、税务、执法或其他机关，或自律监管或行业组织或协会的司法管辖区有关的金融、商业、业务、或其他利益，而向该等本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会承担或被彼等施加的任何目前或将来的合约或其他承诺。
  - c) any present or future contractual or other commitments with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers that are assumed by or imposed on NHIS by reason of its financial, commercial, business or other interests in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.

## 2. 美国《海外账户税收合规法案》的一般披露

### 2. General Disclosures under the FATCA

在美国《海外账户税收合规法案》或 FATCA 下，广义上定义为金融机构的所有非美国实体，都必须遵守广阔的文件和报告制度，或从 2014 年 7 月 1 日开始，所有构成可预扣款项的特定美国款项，须按 30%税率扣缴美国预扣税（从 2017 年开始，30%的美国预扣税适用于从出售资产所产生的扣缴款项的毛收益及海外转付款项）。某些被动的非美国实体若不是金融机构必须要证明他们没有主要美国实益拥有权或报告其主要美国实益拥有权的指定资料，或从 2014 年 7 月 1 日，开始受制于上文所述同一 30% 美国预扣税。根据 FATCA 规定的报告义务，一般要求金融机构获得及向美国国税局 (IRS)披露指定客户的有关信息。

Under the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (FIs) are required to comply with an expansive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on all U.S. payments constituting "withholdable payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign passthru payments). Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain client to the United States Internal Revenue Service (IRS).

对某一特定国家的金融机构,FATCA 的影响可能由美国与该国之政府间协定(IGA)调整。美国已与香港签订 IGA（香港 IGA）。

The impact of FATCA on FIs in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country. The United States has entered into an IGA with Hong Kong (Hong Kong IGA).

因为新宏域国际是在香港注册成立，香港 IGA 适用于新宏域国际。根据香港 IGA, 新宏域国际是有义务应用规定的尽职调查程序，以及向美国国税局报告关于“不参与金融机构”及“美国账户”的账户信息。

A Hong Kong IGA should apply to NHIS as it is incorporated in Hong Kong. Under the Hong Kong IGA, NHIS is obligated to apply prescribed due diligence procedures, and report account information with respect to "U.S. Accounts" and "Nonparticipating Financial Institutions" to the IRS.

客户可能被要求向新宏域国际提供自我认证或其他文件，以建立他们的税务居民状况。此外，如果有任何情况的改变影响客户的税务居民状态或当新宏域国际有理由知道客户的自我认证是不正确的或不可靠，客户需要提供一个新的自我认证及/或附加文件。

The Client may be requested to provide a self-certification or other documentation to NHIS in order to establish their tax residence. Furthermore, if there is any change in circumstances that would affect the

Client's tax residence statuses or there is reason for NHIS to know that the Client's self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Client.

### 3. 声明和保证

#### 3. Representations and Warranties

- 3.1 客户确认就开立账户所提供的所有资料 and 文件是真实、正确、完整，并没有误导成分。客户承诺若有关资料或文件出现任何变化，会于有关变化后的 30 个公历日内以书面方面通知新宏域国际。
- 3.1 The Client confirms that all information and documents provided in connection with the opening of Account are true, correct, complete and not misleading. The Client undertakes to notify NHIS in writing within 30 calendar days if there are any changes to the related information and documents.
- 3.2 为了遵守 FATCA，并根据任何本地或外国法律、法例或规例，及/或为了满足新宏域国际的报告义务，客户同意新宏域国际可向任何此类税务机关收集、保存、使用、处理、披露和报告客户向新宏域国际提供的任何个人资料。
- 3.2 In order to comply with FATCA and in accordance with any local or foreign laws, legislations or regulations and/or to satisfy NHIS's Reporting Obligations, the Client agrees that NHIS may gather, store, use, process, disclose and report towards any such tax authorities any personal information that the Client provides to NHIS.
- 3.3 新宏域国际保留要求客户提供额外书面证据的权利，客户亦有义务向新宏域国际提供额外书面证据来验证 FATCA 下的美国或非美国状态。
- 3.3 NHIS reserves the right to request, and the Client has the obligation to provide to NHIS, additional documentary evidence to verify the U.S. or non-U.S. status under FATCA.
- 3.4 如客户未能提供新宏域国际任何必要的信息或在指定的时间内对新宏域国际的要求采取行动，兴证(香港)有权作出任何认为是适当的行动，及新宏域国际有权关闭客户的账户或将客户的账户分类为"非自愿"或"非参与金融机构"或执行税务扣缴及根据FATCA 条例作出报告。
- 3.4 If the Client fails to provide NHIS with any of the necessary information or to take action as required by NHIS within the time specified, NHIS shall be entitled to do anything it considers appropriate, and NHIS shall be entitled to close the Client's Account or classify the Client's Account as "non-consenting" or "non- participating FI" or execute tax withholding and to report under FATCA regulations.

客户特此同意新宏域国际、其控股公司、附属公司及联营公司收集有关信息是合理和适当的。客户同意基于相关的税务要求及遵守所有适用的法律和法规，新宏域国际、其控股公司、附属公司及联营公司、以及其他相关政府/税务机关分享有关及就此开户所收集之信息。相关资料的处理过程可能

涉及在香港特别行政区以外的信息转让，以及可能涉及通过中介机构、服务提供商、交易对手或政府机构/当局传输资料。如果任何资料传输涉及收款人或任何第三方的资料，客户同意客户已取得所有有关上述人士的同意。

3.5 The Client hereby agrees that it is reasonable and appropriate for NHIS and its holding companies, subsidiaries and Associates to collect the related information. The Client agrees to the sharing of the related information together with the information collected in respect of this Account opening with NHIS and its holding companies, subsidiaries and Associates as well as other relevant government/tax authorities, based on the relevant tax requirements and subject to all applicable laws and regulations. The related data processes may involve a transfer of information outside the Hong Kong Special Administrative Region and may also involve the transmission of data through intermediaries, service providers, counterparties or government bodies/ authorities. If a payee or any third party information is involved in any transfer of data, the Client agrees that he has obtained consents from all the aforesaid related parties.

#### 4. 资料披露

#### 4. Disclosure of Information

客户同意并授权新宏域国际，其职员及任何其他因工作，能力或职权范围而可接触到新宏域国际内部有关阁下个人户口资料的记录，登记册或任何通讯或材料(个人资料)的人士，根据任何适用的合规要求，向以下机构披露任何该等个人资料：

- 新宏域国际的控股公司、附属公司或联属机构，不论位于何处及是否在香港境内或境外；及
- 任何本地及外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会，包括但不限于不论目前或将来存在的任何结算及交收机构。

客户承诺及同意，就按照任何合规要求所须作出的披露，向客户任何关联者(包括客户法律及衡平法上的拥有人和款项的收款人)索取此项同意及授权。

The Client agrees and authorizes NHIS, its staff and any other persons who by reason of their scope of work, capacity or office have access of NHIS's records, registers or any correspondences or materials with regard to the Client personal Account information ("Personal Information") to disclose any of the Personal Information, where such disclosure is required under any applicable Compliance Requirements, to:

- any of NHIS's holding companies, subsidiaries and affiliates, wherever situated and which may be within or outside of Hong Kong; and
- any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers, including but not limited to any settlement and clearing agencies, all of which may be within or outside Hong Kong and may be existing currently and in the future.

The Client undertakes and agrees to obtain this consent and authorization from any person associated with Client, including Client's legal and equitable owners and payment recipients, in respect of which the disclosures may be required under any Compliance Requirements.

## 5. 就查询予以合作

### 5. Cooperation with Enquiries

客户将对新宏域国际为遵守任何合规要求所须作出的任何查询予以充分合作，包括尽速提供所有必需的相关资料、详情及/或文件，以便新宏域国际遵从该等要求。

The Client will cooperate fully in respect of any enquiries that NHIS may make for the purpose of compliance with any Compliance Requirements, including promptly providing all relevant information, details and/or documents as may be necessary to enable NHIS to comply with the same.

## 6. 就情况变动以作出通知

### 6. Notification on Changes in Circumstance

客户将尽速以书面通知新宏域国际下述任何变动：

- 客户的资料，状况，身份，包括任何有关公民身份，居所，税务上的常驻国家，纪录上的地址，电话或传真号码及电邮地址的变更；及
- (如适用) 客户的组织章程、股东、合夥人、董事或公司秘书，或阁下业务的性质

The Client will promptly notify NHIS in writing of any changes in:

- The Client's particulars, circumstances, status, including any changes in citizenship, residence, tax residency, addresses on record, telephone or facsimile number and email address; and
- (where applicable) Client's constitution, shareholders, partners, directors or company secretary, or the nature of Client's business.

## 7. 预扣款项

### 7. Withholding Payments

新宏域国际应向客户支付的任何款项受所有适用法律和法规约束，包括合规要求及相关结算及交收机构订明的规则、任何预扣税要求、外汇限制或管制。客户同意及确认，新宏域国际可依据上文履行或安排履行下述事宜：代扣任何应付予阁下的款项、将任何该等款项存入杂项或其他户口及/或保留该等款项以待厘定上述预扣税要求、外汇限制或管制的适用性，而毋须通知客户或对客户负上任何责任。对于因上述代扣、保留或存入款项而可能导致的任何推算税前收益(gross up)或亏损情况，新宏域国际概不负责。

Any sum that may be payable by NHIS to the Client shall be subject to all applicable laws and regulations, including the Compliance Requirements and the rules prescribed by the relevant settlement and clearing agencies, any withholding tax requirements, and foreign exchange restrictions or control. The Client agrees and acknowledges that, pursuant to the foregoing, NHIS may, without notice or liability to the Client, perform, or cause to be performed, withholding of any monies payable to Client, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirements, foreign exchange restrictions or control. NHIS shall not be liable for any gross up or any losses that may be incurred by reason of such withholding, retention or deposit.

## **8. 账户终止**

### **8. Account Termination**

客户同意，假如客户未能遵从本部份内任何要求，新宏域国际有权冻结任何交易、转移任何安排，或终止所有或任何户口或与新宏域国际订立的协议或安排，而毋须给予任何理由或通知。

The Client agrees that NHIS has the right to block any Transactions, transfer any arrangements or terminate all or any of Accounts or the agreements or arrangements entered into with NHIS without having to give any reason or notice if the Client fails to comply with any of the requirements hereunder.

## **9. 条款不一致**

### **9. Terms Inconsistency**

倘本部份所列条款与客户与新宏域国际订立的客户协议及/或安排内任何其他条款不一致时，凡涉及新宏域国际对合规要求的遵守，均须以本文部份所列条款为准。

If there is any inconsistency between the terms herein and any other terms in the Client Agreement and/or arrangements that Client entered into with NHIS, the terms herein shall prevail insofar as they relate to NHIS's compliance with the Compliance Requirements.

中英文版本如有任何不一致，概以英文版本为准。

Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.