

**JS CRESVALE SECURITIES INTERNATIONAL LIMITED**

日盛嘉富證券國際有限公司

**ACCOUNT OPENING INFORMATION FORM**

開戶資料表格

**(INDIVIDUAL/JOINT ACCOUNT)**

(個人/聯名帳戶)

JS Cresvale A/C No.: \_\_\_\_\_

Please Attached:

請附上:

- |   |   |
|---|---|
| <input type="checkbox"/> Copy of Primary (and Joint) Client's ID card or passport                                       | <input type="checkbox"/> 個人(及聯名)帳戶持有人及/身份證或護照副本         |
| <input type="checkbox"/> Copy of authorized person's ID card or passport (if applicable)                                | <input type="checkbox"/> 被授權人的身份證或護照副本(如適用)             |
| <input type="checkbox"/> Residential address proof – within 3 months (e.g. copy of a bank statements, or utility bills) | <input type="checkbox"/> 住址證明 – 三個月內 (例如：銀行結單或公共服務單據副本) |

Application for* 申請帳戶為* * Please choose one only 請選擇其一	Account Type(s)* 帳戶類別* * Please choose one only 請選擇其一
<input type="checkbox"/> Individual Account 個人帳戶 <input type="checkbox"/> Joint Account 聯名帳戶	<input type="checkbox"/> Securities Cash Account 證券現金買賣帳戶 <input type="checkbox"/> Securities Cash On-line Account 證券現金網上買賣帳戶 <input type="checkbox"/> Securities Margin Account 證券保證金買賣帳戶
1. Personal Particulars 個人資料	
<b>Primary Client 客戶</b>	<b>Joint Client 聯名客戶</b> (Please provide full details on Annex 1) (請提供詳細資料於附頁一)
Last Name 姓                      First Name 名	Name of Joint Client 1: 聯名客戶 1 姓名
ID Card No. / Passport No. 身份證或護照號碼	Name of Joint Client 2: 聯名客戶 2 姓名
ID Card No. / Passport Issuing Country 身份證或護照發出國家及地區	Name of Joint Client 3: 聯名客戶 3 姓名
Residential Address of Primary Client 客戶之住宅地址:	
Correspondence Address of Primary Client (If different from residential address) 客戶之通訊地址 (如不同住宅地址)	
Residential Phone No 住宅電話:	Mobile Phone No 手提電話:
	Home Facsimile No 住宅傳真號碼:

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Name of Current Employer 現僱主名稱	Nature of Business 業務性質	Occupation 職業												
Business Address 商業地址														
Business Phone No. 公司電話:	Business Facsimile No. 商業傳真號碼:													
2. Where applicable, the beneficial owner of the Client is 如適用, 戶口之實益擁有人為: Name 姓名: _____ Address 地址: _____														
3. Unless otherwise instructed by you, all monies payable to you are to be credited to the following bank account 除經客戶另行指示, 須付予客戶的款項將會被轉入下列銀行帳戶														
Bank Name 銀行名稱	Bank Account Number 銀行帳戶號碼													
Bank Account Holder's Name 帳戶持有人名稱														
4. For joint account only 適用於聯名戶口: All of the following joint client holders are requested to give JS Cresvale Securities International Limited oral and written instructions on behalf of the joint account (i) in relation to the operation of the account and (ii) to effect purchases/ sales orders and other dealings in securities: - 下列所有聯名帳戶持有人可代表聯名帳戶就(i)帳戶之運作及(ii)買賣或進行其他證券交易向日盛嘉富國際有限公司發出口頭或書面指示:  <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p align="center"><b>Unless state otherwise, joint signatures are required for all instructions .</b></p> <p align="center"><b>除非特別說明, 所有指示均需聯名帳戶持有人共簽。</b></p> </div> <p><b>Special instruction (操作特別說明):</b>                      <input type="checkbox"/> And 和;                      <input type="checkbox"/> Or 或</p> <table style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width:25%; text-align: left;">Name 姓名</th> <th style="width:25%; text-align: left;">ID/Passport No. 身份證或護照號碼</th> <th style="width:25%; text-align: left;">Contact Tel. No. 聯絡電話號碼</th> <th style="width:25%; text-align: left;">Signature 簽署</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> <p>The liability of each and every joint account holder with JS Cresvale shall be joint and several. After the joint account has been opened, unless prior written consent has been given, JS Cresvale shall assume that each and every joint account holder has full capacity and legal right to enter into and engage in the transactions contemplated by this Agreement. Meanwhile, all account holders have to bear and share all legal responsibilities of the activities under the name of the joint account. 日盛嘉富聯名帳戶持有人的法律責任均屬共同及各別承擔。經開戶後, 客戶除獲事先書面同意, 日盛嘉富將假設所有及每一聯名帳戶持有人擁有充份行為能力及合法權利訂立及按本協議條款進行交易, 而每位帳戶持有人需承擔由本身或其他帳戶持有人按聯名帳戶進行的所有活動負有法律責任。</p> <p>Each of the individuals hereby declares that the account is a joint account with right of survivorship. 各帳戶持有人現聲明本聯名帳戶享有生存者得權之權利。</p> <div style="margin-top: 20px;"> <p>All Holders' Signature 所有持有人簽署</p> <div style="border: 1px solid black; width: 400px; height: 40px; margin-left: 100px;"></div> </div>			Name 姓名	ID/Passport No. 身份證或護照號碼	Contact Tel. No. 聯絡電話號碼	Signature 簽署								
Name 姓名	ID/Passport No. 身份證或護照號碼	Contact Tel. No. 聯絡電話號碼	Signature 簽署											

**JS CRESVALE SECURITIES INTERNATIONAL LIMITED**

**日盛嘉富證券國際有限公司**

<p>5. Are you related to any JS Cresvale Securities International Limited (“JS Cresvale”) employee? 與日盛嘉富證券國際有限公司(日盛嘉富)任何職員有親屬關係?</p> <p align="right">客戶是否</p> <p><input type="checkbox"/> Yes, such employee’s name is 是, 僱員姓名為: _____ <input type="checkbox"/> No 不是</p>																	
<p>6. Are you an employee of a person licensed or registered with Hong Kong SFC? 客戶是否其他香港證監會持牌人或註冊人的僱員?</p> <p><input type="checkbox"/> Yes, details are 是, 詳情為: _____ <input type="checkbox"/> No 不是</p>																	
<p>7. Does your relative maintain a securities cash/margin/ futures/options trading account with JS Cresvale? 客戶的親屬是否在日盛嘉富開立現金/保證金證券/期貨或期權買賣帳戶?</p> <p><input type="checkbox"/> Yes 是, Relationship is 關係為: _____ Account No is, 帳戶號碼為: _____ <input type="checkbox"/> No 不是</p> <p>Do you or with your spouse in control of 35% or more of the voting rights of any margin corporate clients in JS Cresvale? 客戶或與其配偶是否有控制其一在日盛嘉富開立證券保證金買賣的法團的 35% 或以上的表決權?</p> <p><input type="checkbox"/> Yes, Account No(s) is/are 是, 帳戶號碼為: _____ <input type="checkbox"/> No 不是</p>																	
<p>8. For third party operated account only 適用於開設第三者授權戶口: Any one of the following individuals is authorized on behalf of the client to give JS Cresvale oral and written instructions (i) in relation to the operation of the account maintained by the Client with JS Cresvale and (ii) to effect purchases, sales, holdings and other dealings in securities: - 下列任何人士獲授權代表客戶就 (i) 客戶在日盛嘉富持有之帳戶之運作及 (ii) 買賣或持有證券或進行其他證券交易向日盛嘉富發出口頭或書面指示:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name 姓名</th> <th style="text-align: left;">ID/Passport No. 身份證或護照號碼</th> <th style="text-align: left;">Contact Tel. No. 聯絡電話號碼</th> <th style="text-align: left;">Signature 簽署</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <p>Reason for trading third party 開設第三者授權戶口之原因: _____</p> <p>Client’s relationship with authorized person 戶口與第三者授權人之關係: _____</p> <p><b>Note: Identity document of authorized person, such as HKID card/passport copy, address proof, etc. must be provided</b> <b>註: 所有獲授權人士, 必須提供身份證明文件及住址證明副本。</b></p>		Name 姓名	ID/Passport No. 身份證或護照號碼	Contact Tel. No. 聯絡電話號碼	Signature 簽署	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name 姓名	ID/Passport No. 身份證或護照號碼	Contact Tel. No. 聯絡電話號碼	Signature 簽署														
_____	_____	_____	_____														
_____	_____	_____	_____														
_____	_____	_____	_____														
<p>9. Your financial information 客戶財務資料:</p> <p>(1) Annual Income (HKD) 每年收入(港元)</p> <p><input type="checkbox"/> Under/少於 \$100,000                      <input type="checkbox"/> \$100,000 - \$500,000 <input type="checkbox"/> \$500,001 - \$1,000,000                  <input type="checkbox"/> Above 多於 \$1,000,000</p> <p>(2) Total net worth (HKD) 客戶資產淨值(港元) _____</p>																	
<p>10. Your investment experience 客戶投資經驗:</p> <p align="center"><input type="checkbox"/> Stocks 股票    <input type="checkbox"/> Warrants 認股證    <input type="checkbox"/> Options 期權    <input type="checkbox"/> Futures 期貨</p> <p>Years 年資 _____</p>																	
<p>11. Your investment objectives 客戶投資目的:</p> <p><input type="checkbox"/> Speculation 投機    <input type="checkbox"/> Hedging 對沖    <input type="checkbox"/> Investment &amp; Income 投資及收入 <input type="checkbox"/> Others 其他, please specify 請說明: _____</p>																	

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

### ANNEX 1: Personal Details for **JOINT CLIENT**

#### 附頁一: 聯名帳戶的個人資料

Joint Client 1 聯名客戶 1		
ID Card No. / Passport No. 身份證或護照號碼	ID Card No. / Passport Issuing Country 身份證或護照發出國家及地區	
Residential Address of Joint Client 聯名客戶之住宅地址:		
Residential Phone No 住宅電話:	Mobile Phone No 手提電話:	Home Facsimile No: 住宅傳真號碼:
Name of Current Employer 現僱主名稱	Nature of Business 業務性質	Occupation 職業
Business Address 商業地址		
Business Phone No. 公司電話:		Business Facsimile No. 商業傳真號碼:

Joint Client 2 聯名客戶 2		
ID Card No. / Passport No. 身份證或護照號碼	ID Card No. / Passport Issuing Country 身份證或護照發出國家及地區	
Residential Address of Joint Client 聯名客戶之住宅地址:		
Residential Phone No 住宅電話:	Mobile Phone No 手提電話.:	Home Facsimile No. 住宅傳真號碼:
Name of Current Employer 現僱主名稱	Nature of Business 業務性質	Occupation 職業
Business Address 商業地址		
Business Phone No. 公司電話:		Business Facsimile No. 商業傳真號碼:

Joint Client 3 聯名客戶 3		
ID Card No. / Passport No. 身份證或護照號碼	ID Card No. / Passport Issuing Country 身份證或護照發出國家及地區	
Residential Address of Joint Client 聯名客戶之住宅地址:		
Residential Phone No 住宅電話:	Mobile Phone No 手提電話:	Home Facsimile No. 住宅傳真號碼:
Name of Current Employer 現僱主名稱	Nature of Business 業務	Occupation 職業
Business Address 商業地址		
Business Phone No. 公司電話:		Business Facsimile No. 商業傳真號碼:

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

### RISK DISCLOSURE STATEMENTS 風險披露聲明

JS Cresvale Representative(s) primarily responsible for your account(s) (if applicable) 主要負責你的帳戶的日盛嘉富註冊職員 (若適用)

Name 名稱: \_\_\_\_\_ CE No. CE 編號: \_\_\_\_\_

#### RISK OF SECURITIES TRADING 證券交易的風險

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

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

#### RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS 買賣創業板股份的風險

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.

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

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.

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

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.

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

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

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

#### RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地方收取或持有的客戶資產的風險

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

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

#### RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

##### 提供將你的證券抵押品等再質押的授權書的風險

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, re-pledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

If your securities or securities collateral are received or held by the licensed or registered person 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.

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情况下方有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超過12個月。若你是專業投資者，則有關限制並不適用。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues 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.

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少14日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, 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. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定你必须簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向你解釋將為何種目的而使用授權書。

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 the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral.

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. 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.

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

#### RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

##### 提供代存郵件或將郵件轉交等第三方的授權書的風險

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

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

假如你向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

### RISK OF MARGIN TRADING 保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-imit" 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 remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

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

#### 在香港聯合交易所有限公司買賣納斯達克-美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarised 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.

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

### RISK ASSOCIATED WITH ELECTRONIC COMMUNICATION 電子通訊相關的風險

You understand that the Internet or other electronic, communication system, due to unpredictable traffic congestion and other reasons, may not be a reliable medium of communication and that such unreliability is beyond the control of JS Cresvale. This may give rise to situations including delays in transmission and receipt of your instructions or other information, delays in execution or execution of your instructions at prices different from those prevailing at the time your instructions were given, misunderstanding and errors in any communication between you and JS Cresvale and so on. Whilst JS Cresvale will take every possible step to safeguard its systems, client information, accounts and assets held for the benefit of its clients, you accept the risk of conducting transactions via electronic communication systems.

你明瞭基於互聯網或其他電子通訊系統可能遇到未可預計的交通擁塞情況及其他原因，因此電子通訊系統可能並非是可靠的通訊途徑，而這種不可靠性並非日盛嘉富所能控制。這可能會導致下列情況，包括：在傳送或收取你的指示或其他資料時有所延誤，延誤執行買賣盤或有關買賣盤以有別於你落盤時的市價執行、你與日盛嘉富進行通訊時出現誤解及錯誤等等。儘管日盛嘉富將倡採一切可行的步驟去保障其系統、顧客資料、帳戶及為客戶利益而持有的資產，你接納透過電子通訊系統進行交易所涉及的風險。

### RISK ON INSTRUCTION BY FACIMILE 傳真指示的風險

You should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach the Company and may thereby become known to third parties thus losing their confidential nature. Company has no responsible for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by facsimile.

你已考慮傳真指示可能產生的風險，例如傳真簽署可能被偽造及指示可能傳送至錯誤號碼，以至未能送達本公司及第三者可能由此知道機密資料，本公司無須就此傳真事故、事務、索償、虧損及訟費負上任何責任。

### RISK ON TERMS AND CONDITIONS OF CONTRACTS 合約的條款及細則的風險

You should ask the firm with which you deal about the terms and conditions of each securities which you are trading and associated obligations (e.g. the circumstance under which you may become obliged to make or take delivery of the underlying interest of each securities). Under certain circumstances the specifications of outstanding securities may be modified by the exchange or the listed companies to reflect changes in the underlying interest.

你應向替你進行交易的商號查詢所買賣的有關每一證券的條款及細則，以及有關責任（例如在什麼情況下你或會有責任就證券的相關資產進行交收）。交易所或上市公司在某些情況下，或會修改現有證券細則，以反映該證券相關資產的變化。

### RISK ON COMMISSION AND OTHER CHARGES 佣金及其他收費的風險

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your profit (if any) or increase your loss.

在開始交易之前，你先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可能獲得的淨利潤（如有）或增加你的虧損。

### RISK ON TRANSACTIONS IN OTHER JURISDICTIONS 在其他司法管轄區進行交易的風險

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 regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your transactions. The 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. You should ask the firm with which you deal for details about the types of redress available in both the home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚至有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你已執行的交易所地屬的所屬司法管轄區的監管機構或市場執行有關的規則。有鑒於此，在進行交易之前，你應先向有關商號查詢你本地地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

### RISK ON OFF-EXCHANGE TRANSACTIONS 場外交易的風險

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your 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 you undertake such transactions, you should familiarize yourselves with applicable rules and attendant risks.

在某些司法管轄區，及只有在特定情況下，有關商號獲准進行場外交易、為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估風險。因此，這些交易或會涉及更大風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你進行這些交易前，應先瞭解適用的規則和有關的風險。

### RISK OF CASH AND PROPERTY DEPOSITED 存放的現金及財產

You should familiarise 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.

如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於你的財產將會如現金般按比例分配予你。

### **RISK OF CURRENCY 貨幣風險**

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your 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 portfolio to another currency.

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在你本身所在的司法管轄區或其他地區進行)，均會在需要將部位的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

### **RISK OF TRADING FACILITIES 交易設施**

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. 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 participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為你進行交易的商號查詢這方面的詳情。

### **RISK OF ELECTRONIC TRADING 電子交易**

Trading on an electronic trading system may differ from trading on other electronic trading systems. 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.

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行，甚或完全不獲執行。

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

### PERSONAL INFORMATION COLLECTION STATEMENT 個人資料收集聲明

1. From time to time, it is obligatory for you to supply us on our request with your personal data in connection with the opening, operation and maintenance of your trading account with JS Cresvale Securities International Limited (the "Company") and the purchase and sale of securities on your behalf. Your failure to supply such data may result in us being unable to perform the function as an agent of you.  
客戶均需要不時向日盛嘉富證券國際有限公司（“本公司”）提供有關的資料，以供開立、運作及管理客戶之交易帳戶之用，本公司亦因此可為客戶提供證券買賣的功能。若客戶未能提供該等資料可能會導致本公司無法向客戶提供經紀服務。
2. Your personal data may be used for the following purposes: -  
客戶的私人資料將作以下用途：
  - (a) opening and operating your account(s) by us and/or by any of our group companies (which includes our parent company and other overseas offices):  
由本公司及／或本公司所屬集團其他有關連公司（包括本公司之母公司或其他海外辦事處）為客戶開立及營運其帳戶；
  - (b) purchasing, investing, or otherwise disposing of and generally dealing in and with all kinds of securities on your behalf;  
代表客戶買入，投資或賣出及進行一般有關所有證券交易；
  - (c) conducting credit checks;  
進行信貸調查；
  - (d) ensuring your ongoing credit worthiness;  
確保客戶的信貸維持良好；
  - (e) determine the amount owed to or by you  
確定客戶的欠款或結餘；
  - (f) collection of amount outstanding from you  
向客戶收取所欠的金額；
  - (g) marketing services or related products;  
推廣服務及有關產品；
  - (h) meeting the obligations applicable to us/or any other Group companies to make disclosure under any legal, regulatory, or government obligation or requirement imposing to us/or any group companies or pursuant to the request of any legal, government or regulatory bodies or authorities; and  
在接獲執行機關、政府機構或監管機構的要求或指示下，本公司或本公司所屬集團其他關連公司以履行所需的義務而作出披露；及
  - (i) purposes relating thereto.  
與上述有關的用途。
3. Your personal data held by us will be kept confidential but we may provide information to: -  
客戶的私人資料將會保密，但本公司亦有可能將該等資料提供予下列人士：
  - (a) third parties employed by us to provide administrative, telecommunications, computer, payments, securities dealing or other services in connection with the opening and operation of your account(s);  
受僱於本公司的第三者，以為客戶在開立及營運帳戶上提供行政、電訊、付款、證券交易或其他有關之服務；
  - (b) any other person, without limitation, under a duty of confidentiality to us including a group company which has undertaken to keep such information confidential; and  
對本公司及／或本公司所屬集團其他關連公司承諾對客戶資料承擔保密責任的任何人士；及
  - (c) any financial institution with which you have or proposed to have dealings.  
客戶提議交易或已與客戶有交易的金融機構。
4. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance ("PDPO"), you have the right: -  
根據《個人資料（私隱）條例》之條款，客戶有權：
  - (a) to check whether we held data about you and the right of access to such data;  
查悉本公司是否持有客戶的資料及查閱該等資料；
  - (b) to require us to correct any data about you which is inaccurate;  
要求本公司改正任何不正確的資料；
  - (c) to ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us.  
查悉本公司對客戶資料的政策及處理手法，並了解該等資料的種類。
5. According to the PDPO, the Company has the right to charge you a reasonable fee for the processing of any data access request.  
根據《個人資料（私隱）條例》，本公司有權就處理任何查閱資料的要求收取合理費用。
6. Neither the Company nor any group company shall have any liability to you if any information supplied by you or on your behalf is incorrect or inaccurate.  
如客戶或客戶授權他人代行提供的私人資料有失實或誤導之處，本公司或本公司的關連公司一概不負上任何責任。
7. You may address your request for access to or correction of data or for information regarding our policies and practices in relation to personal data and kinds of data held to:-  
任何關於查閱或改正資料，或索取本公司對持有客戶資料的政策及處理手法作出查詢：

JS Cresvale Securities International Limited  
18/F, Euro Trade Centre, 21-23 Des Voeux Road Central, Hong Kong  
日盛嘉富證券國際有限公司  
香港中環德輔道中 21-23 號歐陸貿易中心 18 樓



**JS CRESVALE SECURITIES INTERNATIONAL LIMITED**  
日盛嘉富證券國際有限公司

**CLIENT AGREEMENT**  
客戶協議書

**JS CRESVALE SECURITIES INTERNATIONAL LIMITED**  
日盛嘉富證券國際有限公司

(as a Licensed Corporation (CE No. ABW380) registered with the Securities and Future Commission of Hong Kong and whose registered office is at 18/F, Euro Trade Centre, 21-23 Des Voeux Road Central, Hong Kong)  
(是於香港證券及期貨事務監察委員會註冊的持牌法團(CE 編號 ABW380)，其註冊地址為香港中環德輔道中 21-23 號歐陸貿易中心 18 樓)

**AND**

**CLIENT NAME 客戶名稱：** \_\_\_\_\_

**TYPE OF ACCOUNT: \*CASH / MARGIN / ON-LINE SECURITIES TRADING**

帳戶類別：\*證券現金 / 證券保證金 / 證券現金網上買賣帳戶

**Client Signature (客戶簽署):** \_\_\_\_\_

**Date of Signing 簽署日期：** \_\_\_\_\_

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# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

Standard Terms and Conditions (Securities Trading)

標準條款及細則 (證券交易)

### The Account 帳戶

1. This Agreement sets out the terms and conditions to which the Customer shall be subject upon the opening and maintaining of the Account with the Company in relation to transactions carried out and services provided by the Company in connection therewith.  
本協議訂定客戶於本公司處開立及維持帳戶，並以該帳戶進行交易及接受本公司提供服務時所必須遵行之條款。
2. The Customer confirms that the information provided in the Accounts Opening Information Form is complete and accurate. The Customer shall inform immediately the Company of any change to that information. The Company is authorized to conduct credit inquiries to verify the information provided for the purpose of ascertaining the financial situation and investment objectives of the Customer.  
客戶確認「開戶資料表格」所載資料均屬於完整及正確。倘該等資料有任何變更，客戶須立刻通知本公司。客戶特此授權本公司對客戶信用進行查詢，以核實客戶之財政及投資目標。
3. The Company will keep information relating to the Account confidential, but may provide any such information and other information but not limited to the name(s), beneficial identity and such other information concerning the Account to the SFC or the relevant exchanges or regulatory authorities or other similar bodies to comply with their requirements or requests for information.  
本公司將會對客戶帳戶之有關資料予以保密，但根據證監會及有關交易所的規定或查詢資料要求，本公司將以該等資料不限於帳戶名稱、受益人身分及其它有關資料提供予證監會及有關交易所或監管機構或類似機構。
4. The Customer hereby declares that the Customer is the ultimate owner(s) of the Account and no one other than the Customer has any interest in the Account.  
客戶現聲明客戶本人是本帳戶之最終受益人及唯一擁有本帳戶權益之人士。
5. The Customer admits that the Company may in the course of business possess information relating to securities trading. The Customer agrees that the Company shall have no duty to disclose to the Customer any such information.  
客戶承認本公司於業務中可能持有關於證券交易資料，客戶同意本公司並無責任向客戶披露任何有關資料。
6. The Company will notify the Customer of material changes in respect of the Company's business, which may affect the service the Company provides to the Customer.  
倘本公司的業務有重大變更，並且可能影響本公司為客戶提供的服務，本公司將會通知客戶。
7. In case the Account is a joint account opened by more than one person, "Customer" shall mean each and all of such joint account holders. Each of such joint account holders hereby agrees and declares that:  
倘帳戶為聯名帳戶，「客戶」指每名及所有聯名帳戶持有人。每名聯名帳戶持有人同意及作出下列聲明：  
(a) The Account is jointly and beneficially owned by all joint account holders with the right of survivorship;  
本帳戶為所有聯名帳戶持有人共同擁有並享有生存者得權之權利；  
(b) The liability of each and every of the joint account holders shall be joint and several;  
聯名帳戶每一持有人將共同及各自承擔法律責任；  
(c) In the event of death of any of the joint account holders, the estate of the deceased joint account holder or the surviving joint account holder(s) shall immediately notify the Company in writing of the relevant death and produce and deliver to the Company true copy of proof such death and such other documents as the Company may in its sole discretion require (but the Company is not required to verify the authenticity of such evidence so produced);  
倘聯名帳戶其中一位帳戶持有人去世，其遺產承繼人或帳戶生存者須立即以書面通知本公司有關死訊及提交死亡證明文件正本，本公司亦有完全酌情權要求其它有關文件(惟本公司毋須核實該等證明文件之真偽)；  
(d) Each of the joint account holders alone shall have the authority to exercise all the rights, power and discretion of the Account and to deal with the Company as if each of them alone was the holder of the Account. The Company is not required to notify the other account holder(s) or being authorized to follow the instructions of any one of the joint account holders in respect of such instructions;  
每一位聯名帳戶持有人均有權單獨行使所有本帳戶的權利、權力及酌情權，其行使帳戶之權力相等於其本人為個人帳戶之持有人。本公司可執行任何一位聯名帳戶持有人有關本帳戶的指示，而毋須就此向其他聯名帳戶持有人發出通知或獲取授權；  
(e) The Company shall be under no duties whatsoever (including without limitation any duty to inquire into or see to) in respect of the application of any monies or properties between the joint account holders; and  
本公司對聯名帳戶持有人之間如何分配財產沒有任何責任(包括，但不限於查詢或調查之責任)；及  
(f) Each of the joint account holders shall be bound by this Agreement regardless of the arrangement or agreement among the joint account holders and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the joint account holders (whether or not the deficiency is known to the Company).  
不管聯名帳戶持有人之間任何安排或協議，亦不管本協議是否對某帳戶持有人失效(不論本公司是否知悉任何缺失)，各帳戶持有人皆受本協議約束。
8. The Customer hereby irrevocably direct the Company to set-off and withheld from and apply any position, receivable and monies held in or for the Account against all actual or contingent liability incurred as consequence of the Customer's Transactions.  
客戶以不得撤回指示本公司將客戶在本公司之帳戶內的任何部位、應收款項或其中持有之現金進行抵銷及扣留，作為抵銷客戶在帳戶內因交易產生的一切實際或或有負債。
9. Notwithstanding any provision of this Agreement, the Company shall have the right exercisable at its discretion at any time to close the Account without ascribing any reason and without any liability to the Customer for such closure by terminating this Agreement.  
儘管本協議的任何規定，本公司有絕對酌情權於任何時間，毋須提出任何理由下終止本協議。本公司亦毋須因此而對客戶負上責任。

### Laws and rules 法例及規則

10. All Transactions shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying the Customer, including HK Exchange Rules, Clearing House Rules, and the relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant exchanges as amended from time to time. All actions taken by the Company in accordance with such laws, rules, regulations, directions, customs, and usages shall be binding on the Customer.  
所有代客戶進行的交易，將受不時修訂有關交易所之憲章、規則、附件、習俗及慣例，包括交易所規則、結算公司規則、有關法例及適用於有關交易所的司法區所有法律約束。本公司根據該等法律、規則、規例及指示而採取的所有行動均對客戶具有約束力。
11. In respect of Transactions to be executed in the markets other than those operated by the HK Exchange, such Transactions will be subject to the rules and regulations of those markets and not those of the HK Exchange, and the level and type of protection afforded by those markets may be markedly different from that afforded by the HK Exchange Rules.  
在香港交易所屬下市場以外所進行之交易，須受到有關市場及交易所之規則而非香港交易所規則所規限，而由該等市場就有關交易而提供予客戶之保障程度及類別，則可能與香港交易所所有關之規則有很大的之差異。

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12. In the event that Company or its associated person commits a default in relation to any securities listed or traded, or to be listed or trade, on a Recognized Exchange; and related asset of such securities and the Customer thereby suffer a pecuniary loss, the Customer acknowledges and accepts that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

若本公司或本公司之相聯人士所犯的違責是關於任何在或將會在認可交易所上市或交易的證券及該等證券有連繫資產而犯的，以致客戶蒙受金錢上的損失，客戶知悉並接納其投資者賠償基金所承擔的法律責任只限於(證券及期貨條例)及有關附屬法例內所規定的有效索償，並須受制於(證券及期貨(投資者賠償-賠償限額)規則)內所訂的金額上限，因此不能保證客戶在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

For Transaction(s) which are effected in an exchange other than the Recognized Exchange, the Customer acknowledges and accepts that the valid claims in the event of any default on the part of Company or its associated person will be subject to the rules of the relevant exchange.

就一切在認可證券交易所以外進行的證券交易，若本公司或其相聯人士所犯的違責，客戶知悉並接納有效索償將受有關交易所的規則約束。

### Transactions and instructions 交易及指示

13. The Company may act in accordance with and rely upon any instruction or other communication for any purpose which may from time to time be or purport to be given in writing (including, without limitation by fax or electronic mail) or orally by the Customer or his/her authorized person. If the Company acts in good faith on such instructions, such instructions shall be binding on the Customer. The Company will not be under any duty to verify the capacity of the person(s) giving those instructions. The Customer fully understands that there are risks in operating the Account in instructions given verbally (including given by telephone), by facsimile or other electronic means. The Customer accepts all risks of so doing and irrevocably releases the Company from all liabilities arising out of or in connection with such instructions. Without prejudice to the foregoing, the Company may use voice recording procedures in connection with communications with the Customer.

本公司有權依賴任何客戶本人或其授權人士以書面(包括但不局限於傳真或電子郵件)或以口頭方式作出的指示或其他訊息和按照該等指示和訊息行事。如本公司根據指示本著真誠行事，則該等指示對客戶具有約束力。本公司並無責任去核實發出指示的人士的身份。客戶完全明白以口頭(包括通過電話聯絡)、傳真或其他電子方式發出的指示運作帳戶產生的風險。客戶願意承擔所有有關風險及不能撤回地免除本公司與該等指示有關或所帶來的法律責任。本公司可將與客戶的通訊內容錄音。

14. All instructions from the Customer shall be irrevocable after they are made for any reason whatsoever unless the Company otherwise agrees in writing and the Company will be entitled to rely upon and to act as it thinks fit as a consequence of and in connection with any instruction that is given by the Customer in the manner specified in paragraph 13 above and may treat the same as fully authorized by and binding on the Customer regardless of the circumstances prevailing at the time of the instruction or communication or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto (save if the same is caused by the willful misconduct or gross negligence of you or your employees), and without requiring further confirmation in any form, provided that the Company believes the instruction to be genuine at the time it was given. The Customer shall keep the Company and its directors, officers, employees, agents and correspondents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred arising out of anything done or omitted pursuant to any instruction or communication as aforesaid.

除非本公司書面同意，客戶的所有指示於發出後不能撤銷。不論發出指示或訊息的情況以及交易之金額，及任何錯誤、誤會、含糊、詐騙、偽冒或未經授權的行為(肆意失責或嚴重疏忽者除外)，及未經客戶確認的情況下，只要本公司認為該等指示在發出時為真確無誤，本公司有權根據以13段的方式所發出的指示採取有關行動，該等行動將被視為獲客戶授權而作出，並對客戶有約束力。客戶將為本公司及其董事、高級職員、僱員、代理及聯絡人就任何與執行或忽略執行指示或訊息有關的索償、申索、訴訟、法律程序、損害、損失、成本或支出提供賠償。

15. The Company shall not be obliged to act on any instruction for cancellation, variation or amendment of any instruction already given to the Company nor be responsible or liable to the Customer for any loss or expense suffered or incurred by the Customer if the original instruction has already been completed or in the opinion of the Company, the Company has insufficient time or is unable to act on such instruction to cancel, vary or amend the original instruction.

本公司並無責任取消、更改或修訂任何已給予本公司的指示。如原來指示已經完成或本公司認為並無足夠時間或不能按指示取消、更改或修訂原來指示，則本公司毋須為客戶所蒙受或招致的任何損失或費用承擔責任。

16. The Company may record all telephone conversations and other kinds of communication with the Customer or any other person giving instructions in order to verify the instructions. The Customer agrees to accept the contents of any such recording as final and conclusive evidence of the instructions of the Customer in case of dispute.

本公司可收錄與客戶或任何作出指示之人士之所有電話談話及其他種類的通訊之內容，以供核實客戶之指示。若發生爭議，客戶同意接受該等記錄之內容將為客戶之指示之最終及不可推翻之憑證。

17. The Company will act as the agent of the Customer in effecting transactions unless the Company indicate (in the contract note for the relevant transaction or otherwise) that the Company is acting as principal.

除本公司(在有關交易的成交單或其他合約單據內)註明以自己本身名義進行交易外，本公司將以客戶的代理人身份進行交易。

18. The Company may, for the purpose of carrying out any instruction given by the Customer, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with the Company or any of the other companies in the Group, on such terms and conditions as the Company may in its absolute discretion determine.

為執行客戶發出的任何指示，本公司有絕對酌情權與任何人或透過任何代理，包括任何本公司的關聯人士或其集團旗下的任何成員以任何條款訂立合約。

19. If any relevant exchange and/or clearing house and/or agent on or through whom any securities trading has been entered into by the Company on behalf of the Customer requires any alteration in any terms or conditions, the Company may take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all such action shall be binding upon the Customer.

倘若任何有關交易所及/或結算所及/或代理要求就本公司代表客戶訂立的任何證券交易之條款作出任何修改，本公司有絕對酌情權採取任何行動，以符合該等要求或避免/減少損失，而所有該等行動均對客戶具有約束力。

20. If the Customer resides or gives any orders to the Company outside Hong Kong, the Customer agrees to ensure and represents that such orders will have been given in compliance with any and all applicable laws of the relevant jurisdiction from which the Customer's orders are given. The Customer further agrees to indemnify the Company on demand for any claims, demands, actions, costs and expenses the Company may suffer or incur in connection with or arising from the Customer residing or giving of any such orders outside Hong Kong.

倘客戶住處或向本公司發出任何指令的地點為香港以外的地方，客戶同意確保及表明該等指令之發出將遵從於發出指令的有關司法管轄區的任何及一切適用法律。客戶進一步同意於被要求時償付本公司可能因客戶之住處或發出指令地點在香港以外的地方而引致本公司蒙受的任何索償、索求、法律訴訟、費用及支出。

21. The Company shall be entitled at the Company's absolute discretion to refuse to accept any the Customer's instruction and shall not be obliged to give any reason for such refusal. If in the Company's absolute discretion not to accept any instruction, the Company will notify the Customer accordingly but the Company shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Customer arising out of or in connection with the Company declining to act on such instruction or omitting so to notify the Customer.

根據其所擁有之絕對酌情權，本公司將有全權決定拒絕接納客戶之任何指示，且毋須就此給予任何理由。若本公司在行使其酌情權時決定不接納客戶

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的指示，本公司將通知客戶有關之決定，但本公司在任何情況下將不需要就因拒絕執行客戶的指示或忽略通知客戶而所產生的損失、法律責任、成本或支出負責。

22. The Customer shall be responsible to the Company for any losses, costs, fees and expenses including legal fee resulting from the Customer's failures in performance of its obligations in relation to its instructions and/or transactions.  
客戶須向本公司承擔因客戶未能履行關於客戶指示及/或交易之責任而引起的任何損失及包括法律費用的開支。
23. The Customer agrees to pay interest on all overdue balances due to the Company (after as well as before any judgement). The interest (calculated on the basis of a 365 day (HK\$) or 360 day (US\$) per year) shall accrue daily on the outstanding principal amount at prime rate + 6 % per annum or such rate, not exceeding the maximum permitted by law, as the Company at its absolute discretion determine from time to time. Interest shall be payable monthly in arrears on the last business day of each month.  
客戶所有逾期未付之債項需付本公司利息(按每年 365 日(港幣)或 360 日(美元)計算)。利息(在法庭裁決前後均相同)為年息(最優惠利率加六厘)，或本公司擁有絕對權自行不時決定之利率，唯有關利率不可以超越法律所容許上限。上述利息應按月支付，並於每月最後一個營業日入帳。
24. The Customer acknowledges that all Transactions effected by the Company pursuant to the Customer's instructions are a result of his/her judgment and decision and not result from Company's selection or advice.  
客戶確認由本公司根據客戶指示進行所有交易是根據客戶自己的判斷及決定作出，而非基於本公司之選擇或建議而進行交易。
25. On all Transactions, the Customer shall pay the Company commissions and charges, as notified to the Customer, as well as applicable levies imposed by the exchange from time to time, all applicable stamp duties, bank charges, fees, and other expenses. The Company may deduct such commission, charges, levies duties, fees, and expenses from the Account.  
就所有交易而言，除需支付本公司交易佣金及收費外，客戶同意支付以及繳付交易所不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用及其他支出。本公司可以從帳戶中扣除該等佣金、收費、徵費、稅項、費用及支出。
26. The Company shall be entitled, in its absolute discretion, but shall not be bound to act on any instruction from the Customer, to take any action whatsoever or howsoever against any exchange and/or clearing house and/or any other person in respect of any failure by such exchange and/or clearing house and/or other person to make any payment or delivery in respect of any securities dealing entered into by the Company on behalf the Customer provided that if any such action is taken by the Company, the Customer hereby agrees and undertakes to indemnify the Company in respect of all costs, claims, demands, damages and expenses arising out of or in connection with such action.  
本公司有絕對酌情權，亦毋須根據客戶指示，就任何交易所及/或結算公司及/或其他人士未能根據任何理由由本公司代表客戶所訂立的證券交易繳款或交付以任何方式採取任何行動，惟客戶同意並承諾，若本公司如採取任何行動，客戶將補償本公司因採取任何行動而承受或相關之所有費用、索償、繳繳、賠償及損失。
27. All instructions given by the Customer pursuant to this Agreement which may be executed on more than one exchange may be executed on any exchange as the Company may select.  
客戶根據本協議發出的所有指示，倘若可在多於一個交易所執行，則本公司有權選擇在任何的交易所執行該等交易。
28. Every statement of account shall, in the absence of manifest error, be conclusive and binding on the Customer as to the amount standing to the debit or credit of the Account.  
在無顯然的錯誤出現下，每一張帳戶賬單之中之款項須為最終的借方或貸方結存，對客戶均具約束力。
29. Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by the Customer unless the Company shall receive from the Customer written notice to the contrary within seven days. Any notice, statement, confirmation shall be deemed to have been received (a) if hand delivered, when delivered (b) if given by registered post, two days after the same has been posted or (c) if given by fax, at the same time it is dispatched. Every statement of account shall, in the absence of manifest error, be conclusive and binding on the Customer as to the amount standing to the debit or credit of the Account. Where applicable, Customer also undertakes to notify the Company immediately if the Customer does not receive any confirmation from the Company that an order communicated by the Customer through Company's Internet trading facilities or other means has been received or executed;  
於任何通告、賬單、確認書或其他通訊所指或提及之每一項交易須被視為正確及經由客戶確認，除非本公司於七天內接獲客戶所作之相反的書面通知。任何通告、帳單、確認書或其他通訊，若(a)以專人遞送，在送遞當日；(b)以掛號郵件傳遞，在投遞當日起計兩日；或(c)以傳真傳遞，在發出時，將被視為已經收妥。在無明顯的錯誤情況下，每一張帳單之結餘須為最終的借方或貸方結存及對客戶具約束力。如情況適用，客戶更承諾，就其透過本公司網上服務或其他形式的落盤未能接獲本公司確認，即時通知本公司。
30. The Company may at any time, at the Company's absolute discretion, impose a trading limit on the Transactions, which shall be subject to alternation from time to time.  
本公司有絕對酌情權對客戶的交易設置交易限額，及對該限額作出不時之修改。
31. The Customer authorizes the Company to:  
客戶授權本公司  
(a) set-off any amount receivable from, and amount payable to the Company, where such amounts arise from the purchase and sale of securities by the Customer;  
and  
本公司可將從客戶收取及應向客戶支付的款項互相抵銷，如該等款項是因客戶以買賣證券而產生的；及  
(b) dispose of securities held for the Customer for the purpose of settling any of the amounts payable to the Company.  
為清償客戶應付予本公司的款項而處置客戶持有的證券部位。
32. If the Company enter into any Transaction on behalf of the Customer in a currency other than the currency in which the Account is denominated then:  
如本公司代表客戶以帳戶貨幣之外的任何貨幣進行交易，屆時：  
(j) any profit or loss and risk arising as a result of a fluctuation in the exchange rate will be undertaken by the Customer;  
所有因為該貨幣的匯率波動而帶來的利潤或損失均屬於客戶，而客戶須承擔有關風險及；  
(ii) when such Transaction are sold, set off or otherwise liquidated, the Company may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at the prevailing market rate determined conclusively by the Company.  
當出售、抵銷或償付此交易，本公司將有全權以市場匯率兌回帳戶貨幣並入帳。

### DELIVERY AND SETTLEMENT 交收及結算

33. Unless otherwise agreed, the Customer agrees that when the Company has executed a purchase or sale transaction on the Customer's behalf. The Customer will by the due settlement date make payment to the Company against delivery of or credit to the Customer's account for purchased securities, or make good delivery of sold securities to the Company against payment, as the case may be. Unless otherwise agreed, the Customer agrees that should the Customer fail to make such payment or delivery of securities by the due date as mentioned above, the Company is hereby authorized to: -

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除非另有協議，客戶同意當本公司代客戶進行一宗買入或賣出的交易時，客戶將在到期結算日就買入的證券付款予本公司，或記入客戶的帳戶，或收到本公司的款項時，送交賣出的證券，就情況而定。除非另有協議，客戶同意當客戶在到期交收日不能如上文所述支付款項或送交證券時，授權本公司：

- (a) In the case of a purchase transaction, to transfer or sell any purchased securities to satisfy the Customer's obligations to the Company, or 若為買入交易，轉讓或賣出任何該等證券，以償還客戶對本公司的責任；或
- (b) In the case of a sale transaction, to borrow and / or purchase such sold securities to satisfy the Customer's obligations to the Company. 若為賣出交易，借入及/或買入此等沽出之證券，以償還客戶對本公司的責任。

The Customer hereby acknowledges that the Customer will be responsible to the Company for any loss, costs, fees and expenses including legal fee in connection with the Customer's failure to meet the Customer's obligations by due settlement date as described above.

客戶謹確認客戶將承擔本公司因客戶未能如上文規定於到期結算日履行客戶之債務時所產生之任何損失、費用及包括法律費用的開支。

### 34. Customer authorize JS Cresvale to

客戶授權日盛嘉富

- (a) set-off any amount receivable from, and amount payable to JS Cresvale, where such amounts arise from the purchase and sale of securities by customer on a cash-against-delivery basis; and 將應從客戶收取的款項與應向客戶支付予日盛嘉富的款項互相抵銷，但該等款項須是因客戶以銀貨兩訖形式買賣證券而產生的；及
- (b) dispose of securities held for customer for the purpose of settling any of the amounts payable by customer to JS Cresvale. 為清償客戶應付予日盛嘉富的款項而處置客戶持有的證券。

### Securities held for the Customer 代客戶保管的證券

#### 35. Any Securities of the Customer held by the Company for safekeeping may be, at the discretion of the Company:

客戶寄存於本公司保管之證券，本公司可以酌情決定：

- (a) Registered in the name of the Customer to whom the Company is accountable or in the name of Company's associated entity; or 以客戶的名義或以本公司的有聯繫實體的名義註冊；或
- (b) Deposited in safe custody in a segregated account designated as a trust account or client account and established and maintained by the Company or its associated entity for the purpose of holding the Customer's securities. 被存放於本公司的獨立帳戶內作穩妥保管，而該帳戶是指定為信託帳戶或客戶帳戶並以本公司或本公司的有聯繫實體名義開立及維持，其目的是託管持有客戶的證券。

#### 36. Where any securities are deposited with the Company and registered in the name of the Company or its associated entity or any other person appointed by it:

若證券寄存於本公司而以本公司的有聯繫實體或本公司委任的其他人士的名義註冊：

- (a) For any dividend or other distributions or benefits accrue in respect of such securities, the Customer's account with the Company shall be credited (or payment made to the Customer as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Customer; and 若產生股息或其他的派發利益，本公司須根據客戶持有的有關證券數目或數額按比例將該等利益存入客戶帳戶內（或協議向客戶支付有關款項）；及
- (b) For any notice or information received by the Company which requires action to be taken by the holder in relation to such securities, the Company is not obliged to notify the Customer or to take any action on behalf of the Customer thereof, unless specifically instructed by the Customer. 若本公司收到關於該證券並要求證券持有人有所行動的通知或資料，除非客戶有特別指示，否則本公司毋須通知客戶或採取任何行動。

#### 37. Where foreign listed securities are accepted in jurisdictions restricting foreign ownership, the Company shall have no duty to ascertain the nationality of the owner of the securities or whether securities deposited are approved for foreign ownership unless specifically instructed by the Customer.

對於客戶存放之證券屬限制外國人擁有證券的司法管轄區，除非客戶有特別指示，否則本公司毋須確定證券擁有人的國籍或所存入的證券是否已獲准由外國人擁有。

#### 38. All securities held for the Account shall be subject to a general lien in Company's favor, for the performance of customer's obligations to the Company arising in respect of provision of services to, or effecting transactions for, the Customer.

所有客戶帳戶內的證券均受制於本公司的全面留置權，以確保客戶履行對本公司為客戶提供服務或進行交易而產生的責任。

### Cash held for the Customer 代客戶保管的現金

#### 39. For the transactions executed outside of Hong Kong, the Customer hereby authorize and direct the Company to pay into any trust account maintained by the Company with any financial institution, which may or may not be a licensed bank, all amounts (less all brokerage and other proper charges accruing thereon) from time to time received by the Company for or on behalf of the Customer from the sale of securities, notwithstanding that any such amounts may be reinvested for purchase of further securities for or on behalf of the Customer.

就香港以外所有交易而言，客戶現授權並指示本公司將出售證券所收到之全部款項（減去所有經紀佣金及其他應計費用）存入本公司於任何金融機構（不限於持牌銀行）開設之任何信託帳戶，即使上述款項可能被用在代表客戶再投資於其他證券。

#### 40. The Company shall be entitled to receive for its own account benefit all sum derived by way of interest in any trust account maintained under Section 149 of the Securities and Futures Ordinance. The Customer expressly waives any or rights, claim and entitlement to such interest.

本公司有權為本身利益收取任何按照證券及期貨條例第 149 條開立之信託帳戶所產生之全部利息數額。客戶明確表示放棄在該利息數額上任何或全部權利、索償及享有權。

### SEGREGATION OF FUNDS 獨立賬戶

#### 41. All monies, securities, and other property received by the Company from the Customer or from any other person (including the clearing house) for the Account shall be held as a trustee and segregated from the Company's own assets. These assets so held shall not form part of the Company's assets for insolvency or winding up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer.

本公司為客戶的帳戶收取的全部款項（包括客戶本人或任何其他人士（包括結算所）之匯款）、證券及其他財物，均以受託人身分持有，並與本公司本身的資產分開。由本公司以上述方式持有的所有資產不會在本公司無力償債或清盤時，構成本公司資產的一部分。在本公司所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的高級人員後，客戶資產將立即予以歸還。

### Fees and expenses 費用及支出

#### 42. The Customer shall pay to the Company all fees charged by the Company from time to time for the provision of services, and other expenses incurred by the Company or any other person appointed by it in the provision of such services. An invoice as to the nature and amount of such expenses issued by the Company shall be conclusive evidence against the Customer of such expenses.

客戶須就本公司向客戶提供之服務支付費用。客戶亦應負責支付本公司或本公司委任的任何人士在提供服務時所引致的一切其他支出。本公司就此等支出的性質及金額所發出的發票，將作為此等支出的決定性證明。

### Limitations on liability and indemnity 責任規限及賠償

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43. The Company is under no duty to examine or verify the validity of the ownership of or title to any securities and shall not be liable in respect of any defect in ownership or title; and shall not be liable for any taxes or duties payable on or in respect of the securities or for the management of or any diminution in the value of the securities.  
本公司並無責任查驗或核實任何證券的擁有及所有權的有效性，並須對擁有權或所有權的任何不妥善之處負責。本公司須對證券的應付稅項或與證券有關的稅項、證券的管理或減值承擔責任。
44. The Customer shall indemnify the Company and any other person appointed by it and their respective officers and employees against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them:  
客戶須向本公司、本公司委任的任何人士及其各自的職員和僱員負責賠償他們因：  
(a) in connection with effecting transactions for the Customer and/or provision of the services under this Agreement; and/or  
為客戶進行交易及/或提供服務；及/或  
(b) as a result of any default by the Customer in the performance, and/or other kinds of breach by it, of the terms and conditions hereof (including without limitation any costs incurred or actions or proceedings brought as a result of the Customer failing to maintain sufficient collateral in the Account); and/or  
由於客戶未有履行本協議條款、或履行本協議條款時違約(包括但不限於因客戶證券/期貨戶口未有足夠擔保品而招致的任何費用或因而提出的法律行動或訴訟)；及/或  
(c) in connection with enforcement of the terms and conditions hereof against the Customer (including without limitation to the generality of the foregoing any costs incurred in collecting any debts due to the Company)  
執行本協議條款(包括但不限於因追討客戶欠款而招致的任何費用)而招致的各種索償、債務、損害、損失、費用和支出以及所有他們可提出或可能對他們提出的法律行動或訴訟。  
And this indemnity shall continue despite the termination of this Agreement.  
在本協議條款終止後，此項保證仍然有效。

### Customer representations and warranties 客戶陳述及保證

45. The Customer represents and warrants as follows:  
客戶陳述和保證如下：  
(a) that the Customer is not resident in a country where there is any restriction on the Customer's purchase of any securities. If the Customer becomes resident in any such country the Customer shall inform Company immediately and shall if so required by the Company sell or redeem any such restricted securities;  
客戶並非居留於有任何限制客戶投資任何證券的國家。如客戶成為該等國家的居民，須立即通知本公司並在本公司提出要求下賣出或贖回該等有關證券；  
(b) that the Customer when purchasing or dealing in any securities shall ensure that the Customer is not subject to, and is not acting on behalf of any person who is subject to, any prohibition against the purchase or dealing in any such securities;  
當客戶購買或進行任何證券交易時，客戶須確保本人或其代表的任何人等並非屬於不准購買或進行任何證券交易的人士；  
(c) that the Customer shall ensure that its orders will be given in compliance with any and all applicable law of the relevant jurisdiction from which such orders are given;  
客戶發出之指令在符合該指令發出地之法律法規情況下發出；  
(d) that any decision to sell, to purchase any securities shall be based on the Customer's own judgment and that the Customer has relied upon information obtained by the Customer not on any advice or information provided by the Company;  
客戶買賣任何證券，是根據及倚賴客戶本身的判斷和所取得的資料而決定，並非根據本公司提供的任何意見或資料；  
(e) that, before giving instruction to the Company in relation to any transaction, the Customer shall ensure it fully understand the characteristics, risks involved, trading and settlement arrangement, and costs and fees of such transaction;  
在作出交易指示前，客戶需確保已進行查詢及完全瞭解期貨/期權交易之特點、交易及結算涉及之風險、費用及佣金等；  
(f) that the Customer is acting as principal in relation to its transactions and the services provided under this Account; and  
就本帳戶名下的所有交易及提供之服務，客戶的身分屬於主事人；及  
(g) that, if the Customer is a corporation, the corporation is duly incorporated and validly existing under the laws of its place of incorporation and has full power to enter into this agreement and perform its obligations under this Agreement under the terms of the constitutional document(s) by which the Customer is established or constituted; and that, the certified copy resolutions provided by the Customer to the Company with this Agreement were duly passed at a meeting of its directors duly convened and held on or prior to the date hereof in accordance with its constitutional documents and were entered in its minutes book and are in full force and effect.  
若客戶為一公司法人，此公司是根據其註冊地之法律正式及依法有效成立，而且根據其成立憲章文件，有一切權限及權力訂立本協議及行使與履行其於本協議之責任；以及，客戶連同本協議向本公司提供之經核證決議副本所載之決議，乃根據公司章程適當召開，並於簽訂本協議之日或之前舉行之董事會議上妥為通過。有關決議已記入公司會議紀錄冊並屬全面有效。

### Termination of Account 帳戶的結束

46. A. The provision of the services hereunder may be terminated by the Company giving prior notice in writing to the Customer.  
本公司可向客戶發出書面通知後終止提供服務。  
B. The Company may also by giving notice in writing to the Customer any time (save in the case of any of the following events exercise any or all of the rights contained in sub-clauses C and D below):  
本公司亦可能在任何時間透過給予客戶書面通知，有關本公司認為發生了的下列任何情況，而在此等情況下，行使任何或所有下文 C 及 D 條中包含的權利：  
(a) any breach of the terms and conditions under this Agreement by the Customer; or  
客戶違反本協議的任何條款；或  
(b) any failure by the Customer or any of them to pay monies of whatever nature when due under this Agreement, to pay any purchase monies when due, or to pay when due any other monies payable by the Customer to the Company or the Company's Group Companies of whatever nature; or  
全部或其中任何一位客戶到期無法支付根據本協議條款所應付之任何性質的款項、到期無法支付購買費用、或到期無法支付應付本公司及本公司集團公司的任何性質的其他款項；或  
(c) the filing of a petition in bankruptcy, winding up or the commencement of any analogous proceedings against the Customer or any of them; or  
全部或其中任何一位客戶提出破產或清盤申請或任何類似訴訟；或  
(d) the levying of any attachment against the Account or any of the securities of the Customer; or  
帳戶現金或任何證券被查封扣押；或  
(e) any dispute or proceedings between any of the persons making up the Customer where there is more than one; or  
如客戶超過一位，客戶之間出現任何爭執或訴訟；或  
(f) any other matter or event including any regulatory requirement which in the opinion of the Company renders termination necessary or advisable in the interests of the Company.  
本公司認為因發生任何問題，包括任何監管規定的出現，以本公司利益而言必須或適當結束帳戶。  
C. On the occurrence of any of the events described in sub-clause B above the Company may at its discretion:  
在發生上文 B 條所述任何一項事件時，本公司可酌情：  
(a) cancel any outstanding instruction(s) of the Customer; or  
取消任何未執行的指示；或  
(b) close any outstanding contracts entered into on behalf of or with the Customer; or

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- 終止代客戶或與客戶訂立的任何未完成的合約；或
- (c) exercise any of its right under sub-clause D below.  
行使下文 D 條所規定的任何權利。
- D. As provided in sub-clauses B and C(c) above the Company may at its discretion without prejudice to any other rights under the terms and conditions of this Agreement or any other agreements:  
按上文 B 及 C(c) 條規定，本公司可在不影響本協議其他條款情況下酌情：
- (a) without prior notice to the Customer set off over or withhold any monies held to the credit of Account or resulting from the sale of any securities held in or for the Account in respect of any other monies due, owing or payable to the Company or the Company's Group Companies by the Customer of whatever nature, including all sums payable pursuant to the terms and conditions of this Agreement;  
毋須經事先通知客戶而抵銷或預扣帳戶結存的任何款項或因客戶到期未付、欠付或應付本公司及本公司集團公司的其他款項(包括依據本協議條款所應付的所有款項)而出售任何證券；
- (b) without notice to the Customer combine or consolidate the Account with any other account(s) held by the Customer with the Company or the Company's Group Companies;  
毋須通知客戶，把客戶在本公司及本公司集團公司持有的任何其他帳戶合併或綜合；
- (c) for the purpose of the exercise of any right under (a) and (b) above to sell or otherwise dispose of any of the securities held in or for the Account on such terms as the Company may determine either to the Company, its associated entity or a third person.  
為行使上文(a)及(b)段訂明的任何權利，按照本公司可自行決定的該等條件出售帳戶之任何證券予本公司、本公司的有聯繫實體或第三方人士，或以其他形式處置該等證券。
- E. Any termination of the services or withdrawals of the securities held in or for the Account, whether or not following termination, shall be without prejudice to the right of the Company to settle any transactions entered into or to settle any liability incurred by the Customer under this Agreement or by the Company on behalf of the Customer prior to termination.  
即使客戶要求結束帳戶或取回證券(無論是否在結束帳戶之後)，本公司有權要求客戶在終止合約前繳付交易的拖欠或根據本協議條款所引致的任何債務。

### Company's authority 本公司權力

47. Customer hereby confers on the Company all powers, authorities and discretions on the Customer's behalf which are necessary for or incidental to the services to be provided by the Company to the Customer and the Customer hereby agrees to ratify and confirm everything which the Company shall lawfully do in the exercise of such powers, authorities and discretions. If required to do so by the Company, the Customer shall at its cost execute any documents, including power of attorney in favour of the Company, in such form and conferring such powers as the Company may think fit to enable the Company to exercise the Company's rights and powers hereunder.  
為了本公司向客戶提供服務，客戶授予本公司一切所需及相關的權力及酌情權，客戶並會確認及追認一切本公司因行使其權力及酌情權而作出的合法行為。在本公司要求下，客戶須自費簽署一切文件，包括授權本公司的授權書，以使本公司可行使其在本協議下之權利或權力，而該等文件的形式內容按本公司要求為準。

### General 一般設定

48. The Company shall act on Customer's instructions as soon reasonably possible but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer (including without limitation any loss, damage or expense suffered or incurred as a result of any change in the price of any futures / options contracts between the time of giving or receipt of any instruction to or by the Company and the time at which such any instruction is acted on) by virtue of any delay in acting or receipt of any instruction or any partial completion of or failure or inability to act on any instruction for whatsoever reason (including without limitation any failure or error of any computer or electronic system or equipment), no matter whether or not any prior notice is given to the Customer.  
本公司在合理情況下會盡速執行客戶之指示，但如客戶因本公司由於任何原因(包括但不限於任何電腦或電子系統或儀器的故障或出錯)延遲執行、部分完成、未能或無法執行任何指示而招致任何直接或間接的損失、損害或支出，不論是否已通知客戶該原因，本公司亦毋須承擔責任(包括但不限於向本公司作出指示或本公司接獲指示與執行該項指示之間的一段時間內期貨/期權價格出現變動而蒙受或招致的任何損失、損害或支出)；
49. The Company and its officers, employees and agents shall not be responsible or liable for any loss, damage or expense suffered or incurred by the Customer as a result of any delay, failure error or inaccuracy in the transmission or communication of instructions and/or orders by electronic or other means ; .  
本公司及其職員、僱員及代理人毋須因任何交易指示在以電子或其他形式的傳遞及通訊上的延誤、無效及錯漏而招致客戶的任何損失、損害或支出承擔任何責任；
50. The Company shall have right and power, at its discretion, to instruct or appoint other person in relation to provision of services to the Customer. The Customer agrees and consents to any sharing or receipt of commission, rebates, or other amounts between the Company and such other person relating to such services as the Company thinks fit, subject to applicable laws, rules and regulations.  
本公司有權自決指示或委任第三者協助為客戶提供服務。客戶同意本公司與該第三者就有關服務在合於法律法規下攤分收取之佣金、回佣或其他款項。
51. The Company may take the opposite position to the Customer's orders whether it is on the Company's own account or on behalf of the Company's other clients.  
本公司可進行與客戶指示相反之買賣交易，不論有關買賣交易是為本公司本身帳戶或代表其他客戶進行。
52. In this Agreement, "Group Companies" means each and all of the associated entities of the Company including but not limited to JS Cresvale Securities International Limited, JS Cresvale Capital Limited, parent company and any other overseas representative office.  
在本協議內[集團公司]指本公司的有聯繫實體，包括但不限於日盛嘉富證券國際有限公司，日盛嘉富融資有限公司，或其母公司，或其海外分公司。
53. The Customer further confirms and acknowledges that the Customer has read and understood the personal information collection statement before furnishing to the Company personal data relating to the Customer. The Customer also consents to the use of such data and all personal data which may be or have been previously supplied, if any, to the Company for the purposes of discharging all or any of its functions described in the personal information collection statement and for any purpose directly related to those purposes.  
客戶亦確認於提供有關客戶個人資料予本公司前，客戶已詳閱及瞭解個人資料收集聲明。客戶也同意准許本公司使用該等資料與及所有可能或先前已提供之個人資料以完成個人資料收集聲明所載之一切或任何其他用途。
54. In case Company provides services to the Customer in relation to derivative products, Company will provide to the Customer upon request product specifications and any relevant prospectus or other offering document covering such products and, where applicable, a full explanation of margin procedures and the circumstances under which the Customer's positions may be closed without its consent.  
如本公司向客戶提供衍生產品的服務，本公司在客戶要求下會提供涵蓋有關衍生產品的說明及招股章或其他銷售文件，並在適用時，提供涵蓋有關保證金的追 程序及不須獲得客戶同意而為客戶平倉的環境的詳盡說明。
55. If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

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倘本協議之任何條文被任何合資格的司法管轄法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制之判定只適用於該條文。其餘條文之有效性將不會受到影響，而本協議將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本協議內一樣。

56. No failure or delay on the part of the Company to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof.  
本公司即使沒有或延遲行使其在本協議下之權利或權力，不可視作本公司放棄該權利或權力。
57. Nothing in this Agreement shall remove, exclude or restrict any rights of the parties under applicable law.  
本協議任何內容均不能撤除、免除或限制協議雙方在適用法律下可享有的任何權利。
58. The Company may at its discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to the Customer notice in writing setting out such amendment, deletion, substitution or addition which shall be deemed incorporated herein unless objected to in writing the Customer within 7 days from the date of such notice.  
本公司有酌情權以書面通知客戶所有有關本協議條款之修訂、刪減、取代或增訂。在發出通知後，該等修改將被視為已包含入本協議內，除非客戶在該通知書發出7天內以書面提出反對。
59. The Customer confirms that the Customer has read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to the Customer in a language which the Customer understands. In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail. The Customer hereby agrees and consents to the terms and conditions herein contained and acknowledges receipt of a copy of this Agreement.  
客戶確認已詳閱本協議書的中/英文本，其內容亦已全部以客戶明白的語文解釋清楚。若本協議之詮釋有任何不一致或矛盾時，當以英文本為準。客戶接受及同意本協議內的一切條款及確認收到本協議之副本。
60. This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and is subject to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.  
本協議及其中的一切權利、義務及責任，受香港特別行政區管轄及按其法律註解，並受香港特別行政區法院的非專屬性司法管治。



# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

### FIRST SCHEDULE (Terms for Margin Trading)

#### 第一附表(保證金融資買賣條款)(中文版本, 只供參考)

Where your account is allowed to conduct margin trading whereby JS Cresvale agrees to grant and/or continue to grant margin facilities ("Facility") to you at your request for your securities, futures and/or options trading at JS Cresvale or its Affiliates, you agree to the following terms and conditions: -

若你的帳戶被許可進行保證金交易, 而因此日盛嘉富同意應你的要求向你提供及/或繼續提供融通便利("該項融通便利")使你於日盛嘉富或其聯屬人處進行證券、期貨及/或期權的交易, 你同意以下的條款及細則:

- The Facility is extended to you in accordance with the provisions set out in this First Schedule, any facility letter from JS Cresvale to you and such other conditions as may be specified by JS Cresvale from time to time (collectively called "Margin Facility Terms"). This First Schedule is supplemental to the Standard Terms and Conditions ("Conditions") to which this First Schedule is annexed and where any conflict arises between the provisions of the Conditions and the Margin Facility Terms, the provisions of the latter shall prevail.

是項融通便利是依據在本第一附表所例條文, 任何由日盛嘉富向你發出的融通便利函件及日盛嘉富不時所指定的條件(統稱"融通便行條款")所組成。本第一附表是補充及依附本協議的標準條款及細則("標準條款")。如該標準條款與便利條款有任何詮釋的衝突, 以融通便利條款為準。
- The Facility is repayable on demand and may be varied or terminated in the absolute discretion of JS Cresvale. JS Cresvale will not at any time be obliged to make any advance to you.

該項融通便利在接獲還款要求便需立即清還, 並可由日盛嘉富根據其絕對酌情權予以隨時更改及終止。日盛嘉富在任何情況下並無責任向你提供任何墊支。
- JS Cresvale is instructed and authorized by you to draw on the Facility to settle any amounts due to JS Cresvale or its affiliates in respect of your purchase of securities, margin maintenance obligations for any futures and options positions required by JS Cresvale or its Affiliates, or payment of any commission or other liabilities, cost and expenses owing to JS Cresvale of its Affiliates.

你授權日盛嘉富動用是項融通便利以結算你因為以下原因而欠日盛嘉富或其聯屬人的款項: 透過日盛嘉富或其聯屬人購買證券、就你在日盛嘉富或其聯屬人的期貨及期權持倉維持保證金, 或你拖欠日盛嘉富或其聯屬人的任何佣金或其他責任、費用及開支。
- You understand that JS Cresvale will be under no obligation to make or continue to make any advance if any of the following circumstances should apply: -

你明白在下列情況下, 日盛嘉富將沒有任何責任義務作出或繼續作出任何墊支:

  - if you are in default of any provision of the Margin Facility Terms or the Conditions; or  
如你未能履行任何融通便利條款的條文或該等標準條款;
  - in the opinion of JS Cresvale there is or has been a material adverse change in your financial condition or in the financial condition of any person which might adversely affect your ability to discharge your liabilities or perform your obligations under this Agreement; or  
日盛嘉富認為你的財政狀況有或已經有重大的負面改變, 或任何人士的財政狀況有或已經有重大的負面改變而可能影響你解除在本協議之下的責任或履行你在本協議之下的義務;
  - making an advance would cause the applicable ratios to be exceeded; or  
提供墊支將會超出有關的借貸比率限制; 或
  - JS Cresvale in its absolute discretion considers it prudent or desirable for its protection not to do so.  
日盛嘉富根據其絕對酌情權認為在保障其本身的利益起見, 不作出任何墊支是審慎及適宜的。
- For so long as there exists any indebtedness to JS Cresvale on your part, JS Cresvale shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the monies and/or securities in your account and you shall not without the prior consent of JS Cresvale be entitled to withdraw any monies and/or securities in part or in whole from your account.

只要你對日盛嘉富發生任何債務, 日盛嘉富有權在任何時候及不時拒絕你從你的帳戶提取任何或全部款項及/或證券的要求。在你未獲日盛嘉富事先同意前, 無權從你的帳戶提取全部或部份的款項及/或證券。
- You shall from time to time or on demand from JS Cresvale make payments of deposits or margin in money, securities and/or other collateral in such amount and in such form and within such time as may be specified by JS Cresvale as JS Cresvale in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by you shall be made into a designated account of JS Cresvale before 10:00a.m. on the due date in same day funds.

當日盛嘉富要求你以款項、證券及/或其他抵押品支付存款或保證金, 你必須不時或即時依照日盛嘉富所指定的時間內以指定的形式辦理。日盛嘉富有絕對酌情權要求你就融通便利提供足夠保證。你所須要支付的款項, 必須在到期支付當日的早上 10 時前以當日款項形式存入日盛嘉富指定的帳戶。
- Any failure by you to comply with Clause 6 of this Schedule will constitute an act of default under the Conditions and the Margin Facility Terms and JS Cresvale shall, without prejudice to any other rights under the Conditions, the Margin Facility Terms or in law, have the right, and without notice or demand, to terminate the Facility, close your account(s), dispose of your securities, cancel your open orders for the sale and purchase of your securities, and/or borrow or buy any securities required for delivery in respect of any sale effected for you. The proceeds of such transactions will be applied to reduce your indebtedness owing to JS Cresvale and/or its Affiliates and any outstanding indebtedness shall be immediately due and payable by you to JS Cresvale.

你若不能按照本附表第 6 條辦理, 這將會構成該等標準條款及融通便利條款所指的失責行為。日盛嘉富將會在不影響其在融通便利條款及在法律上的任何其他權利的情況下, 有權無須給予通知或要求而終止該項融通便利, 將你的帳戶關戶、出售你的證券、取消你所發出但仍未執行的買賣指令、以及停止你就賣出證券而需買回或借入證券以作交收之指示。而所得款項將用作減低你欠日盛嘉富及/或其聯屬人的債項, 而你拖欠日盛嘉富的任何債項亦即時到期及需即時清還。
- You, as beneficial owner, hereby charge in favor of JS Cresvale by way of first fixed charge all your respective rights, title, benefits and interests in and to all securities and other property which are now or which may at any time hereafter be deposited with, transferred or caused to be transferred to or held by JS Cresvale or its Affiliates or nominees, or transferred to or held by any other person in circumstances where JS Cresvale or its Affiliates has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise). These include without limitation those securities that may come into the possession, custody or control of JS Cresvale or its Affiliates from time to time for any purpose whatsoever (which may include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, moneys or property accruing or offering at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities) (collectively called "Charged Securities") as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by you to JS Cresvale or its Affiliates, or for which you may be or become liable to JS Cresvale or its Affiliates on any account or in any manner whatsoever (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, and any commission, legal and other costs, charges and expenses as they appear in the records of JS Cresvale or its Affiliates.

你以實益擁有人的身份, 謹此以第一固抵押形式, 向日盛嘉富抵押所有你於現有或將來任何時候存放在、轉移或令致其轉移往日盛嘉富或其聯屬人或代名人的或由日盛嘉富或其聯屬人或代名人持有的或於日盛嘉富或其聯屬人擁有任何權利、所有權或權益的情況下(不論在每個情況下是為抵押、穩妥保管、收取或其他的目的)轉移往任何其他人士或由任何其他人士持有的所有證券及其他財產的各種權利、所有權、利益及權益。這些包括但不限於日盛嘉富或其聯屬人不時為任何目的而持有、託管或控制的證券(包括任何額外或被替代的證券或就該等額外的或獲替代的證券的應累計或在任何時間透過贖回、分紅、優先權、選擇權或其他形式所提供的所有已支付的股息或利益、權利、權益、款項或財產)(統稱"抵押證券")以作為持續的抵押品("該抵押"), 以便你在接獲要求後償付你可能欠日盛嘉富或其聯屬人的所有款項及債項(絕對或是或有的)及在現時或將來履行融通便利條款下的義務、或你可能不論為何種原因或以何種形式而欠日盛嘉富的債項(不論是單獨或與任何其他人士一起及不論是哪種名稱、形式或商號)。連同由作

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

出還款要求日期至付還日期間的利息,以及在日盛嘉富及其屬人記錄中所列的任何佣金、法律及其他費用、收費及開支。

9. The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by you to JS Cresvale and/or its Affiliates and notwithstanding the closing of any of your accounts with JS Cresvale and which are subsequently reopened or the subsequent opening of any account by you either alone or jointly with others and shall extend to cover all or any sum of money which shall for the time being constitute the balance due from you to JS Cresvale or its Affiliates on any account or otherwise.  
即使你作出任何中期支付或清結帳戶或全部或部份付清你欠日盛嘉富及/或其聯屬人的款項及即使你在日盛嘉富的任何帳戶已清戶及其後已重新開戶或你單獨或與其他人其後開立任何帳戶,該抵押將仍屬一項持續的抵押,並將涵蓋全部或任何當其時在任何帳戶或其他地方顯示出你欠日盛嘉富或聯屬人的所有或任何結餘欠款。
10. You represent and warrant that the Charged Securities are legally and beneficially owned by you, that you have good right and title to deposit the securities with JS Cresvale or its Affiliates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other securities comprised in the Charged Securities are and will be fully paid up.  
你陳述及保證你合法地實益擁有抵押證券,及你擁有良好權利及所有權將該等證券存放予日盛嘉富或其聯屬人。該等證券不受任何類別的留置權、抵押權或任何產權負擔所約束,現時或將來亦不受任何選擇權所規限。構成抵押證券的任何股票、股份及其他的證券現時及未來均已被全數繳付。
11. Upon irrevocable payment in full of all sums which may be or become payable under the Conditions and the full performance of your obligations under the Margin Facility Terms and this Schedule, JS Cresvale will at your request and expenses release to you all the rights, title and interests of JS Cresvale in the Charged Securities and will give such instructions and directions as you may require in order to perfect such release.  
當你不可撤回地支付所有在本標準條款之可能應付或應支付,及已全部履行你在融通便利條款及本附表之下的責任後,日盛嘉富將會在你要求下及扣除所需開支後,發還你存放在日盛嘉富之抵押證券的所有權利、所有權及權益,並會就你為妥善處理該項發還的要求而作出有關的指示及指令。
12. Until the Charge becomes enforceable, (i) JS Cresvale shall have the right or power, without any notice to or consent from you, to exercise voting rights and other rights relating to the collateral to protect the value of the charged Securities; and (ii) except as otherwise provided in this Schedule, you may direct the exercise of other rights attaching to, or connected with, the Charged Securities, but not in any manner which is inconsistent with your obligations under the Margin Facility Terms, or which is inconsistent with your obligations under the Margin Facility Terms, or which in any way may prejudice JS Cresvale's rights in relation to the Charged Securities.  
在該抵押成為可強制執行之前,(i)日盛嘉富無須向你發出通知或獲得你的同意,有權利或權力行使涉及有關抵押的表決權及其他權利以保障抵押證券的價值;及(ii)除非在本第一附表另有規定,否則你可指示行使附於或與抵押證券有關的其他權利,但此行為不得與你需履行之融通便利條款的責任相互矛盾,或在任何情況下損害日盛嘉富持有抵押證券的權利。
13. You by way of security irrevocably appoint JS Cresvale to be your attorney on your behalf and in your name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on you by or pursuant to the Margin Facility Terms and generally for enabling JS Cresvale to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by law including (but without limitation):  
你透過抵押方式不可撤回地委任日盛嘉富作為你的代表人,代表你及以你的名義行事、簽署、蓋印、執行、交付、完整及訂立所有契據、文書、行為或事物,以履行根據融通便利條款施加於你的責任及在整體上令日盛嘉富行使融通便利條款或根據法律而賦予日盛嘉富的權利及權力,包括(但不限於)
  - (a) to execute any transfer or assurance in respect of any of the Charged Securities;  
就任何抵押證券簽立轉讓契或擔保;
  - (b) to perfect its title to any of the Charged Securities;  
就任何抵押證券完成其所有權;
  - (c) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Charged Securities;  
就任何抵押證券產生之款項及所有到期或即將到期之申索作出查詢、規定、要求、接受、綜合及作出良好的解除;
  - (d) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Charged Securities; and  
就任何抵押證券有關的任何支票或其他文書或匯票發出有效的接收、解除及背書;及
  - (e) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the margin Facility Terms.  
就為著日盛嘉富考慮到有需要及應當保障根據融通便利條款所產生的保障而作出申索或採取任何合法的行動或開始任何法律程序。
14. You agree that in the event of any sale pursuant to the Conditions or the Margin Facility Terms, any Charged Securities will be sold or disposed of in the absolute discretion of JS Cresvale and upon any sale by JS Cresvale, a declaration made by an officer of JS Cresvale that the power of sale has become exercisable shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title to any of the Charged Securities under the sale and no person dealing with JS Cresvale or its nominees shall be concerned to inquire into the circumstances of the sale.  
你同意如根據該等標準條款或融通便利條款出售證券,日盛嘉富擁有絕對酌情權出售或處置任何抵押證券。當日盛嘉富出售有關證券時,由日盛嘉富任何一位職員所作出表示有關的出售權已變得可行使的聲明,對於任何購買該等抵押證券的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證券,沒有任何與日盛嘉富或其代理人交易的人士有必要查詢該宗出售交易的情況。
15. You shall from time to time upon JS Cresvale's request promptly and duly execute and deliver any and all such further instruments and documents as JS Cresvale may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.  
你須不時應日盛嘉富的要求,迅速地及妥善地簽署及交付任何及所有日盛嘉富為取得融通便利條款的所有利益及其所授予的權利及權力而被視為有需要或有必要的任何及所有的其他文書及文件。
16. Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by: -  
在不影響上述的概括性原則下,該抵押或其所抵押的數額將不會因以下所述任何事物所影響:
  - (a) any other security, guarantee or indemnity now or hereafter held by JS Cresvale or its Affiliates under or in respect of the Margin Facility Terms or any other liabilities.  
日盛嘉富或其聯屬人就融通便利條款或任何其他責任而在現時或將來所持有的任何其他抵押、擔保或彌償;
  - (b) any other variation or amendment to or waiver or release of any secure, guarantee or indemnity or other document (including, except to the extent of the relevant variation, amendment, waiver or release, the Charge);  
任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除(除有關的修改、修訂、寬免或解除外,包括該抵押);
  - (c) the enforcement or absence of enforcement or release by JS Cresvale or its Affiliates of any security, guarantee or indemnity or other document (including the Charge);  
日盛嘉富或其聯屬人就任何抵押、擔保或彌償或其他文件(包括該抵押)的強制執行或沒有強制執行或免除;
  - (d) any time, indulgence, waiver or consent given to you or any other person whether by JS Cresvale or its Affiliates;  
不論由日盛嘉富或其聯屬人向你或其他人給予的時間、寬限、寬免或同意;
  - (e) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on you whether by JS Cresvale or any other person;  
不論是由日盛嘉富或其聯屬人或任何人所作出或沒有作出的根據融通便利條款的任何還款要求;
  - (f) the insolvency, bankruptcy, death or insanity of you;  
你的無償債能力、破產、死亡或精神不健全;
  - (g) any amalgamation, merger or reconstruction that may be effected by JS Cresvale with any other person or any sale or transfer of the whole or any part of the

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

- undertaking, property or assets of JS Cresvale to any other person;  
日盛嘉富與任何其他人士進行合併，兼併或重組或向任何人出售或轉移日盛嘉富的全部或部份業務、財產或資產；
- (h) the existence of any claim, set-off or other right which you may have at any time against JS Cresvale or any other person;  
在任何時候你對日盛嘉富或任何其他人士所存在的任何申索，抵銷或其他權利的存在；
- (i) any arrangement or compromise entered into by JS Cresvale with you or any other person;  
日盛嘉富與你或任何其他人士訂立的安排或妥協；
- (j) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;  
涉及該項通便利的任何文件的條文或任何抵押、擔保或彌償(包括該抵押)之下及有關的條文的不合法性，無效或未能執行或缺陷，不論原因是基於越權、不符合有關人士的利益或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他的緣故；
- (k) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by you on the faith of any such agreement, security guarantee, indemnity, payment or other transaction, any such release, settlement or discharge shall be deemed to be limited accordingly; or  
任何根據涉及破產、無償債能力或清盤的任何法律可以避免或受其影響的協議、抵押、擔保、彌償、支付或其他交易所提供或作出的免除，和解除或解除，而任何該等免除，和解或解除因此須被視為受到限制；或
- (l) any other thing done or omitted or neglected to be done by JS Cresvale or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect your liabilities under the Margin Facility Terms.  
任何由日盛嘉富或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物(如果不是因為本條文)可能在運作上損害或影響你融通便利條款以下的責任。
17. Without prejudice to any other right or remedy available to JS Cresvale, you specifically and irrevocably authorize and agree that JS Cresvale shall have the right to dispose of your securities collateral in settlement of (a) your obligation to maintain an agreed level of margin; or (b) any liability of you to repay or discharge the financial accommodation provided by JS Cresvale; or (c) any liability of you to settle a transaction in securities against which liability securities collateral has been provided by you; or (d) any liability owed by you to JS Cresvale for dealing in securities which remains after JS Cresvale has disposed of all other assets designated as collateral for securing the settlement of that liability.  
在不影響日盛嘉富任何其他權利或補救方法的原則下，你鄭重地及不可撤銷地授權及同意日盛嘉富有權為以下目的而處置你的證券抵押品：(a)履行你維持所協定的保證金水平的責任；或(b)履行你償還或解除由日盛嘉富所提供的財務通融的法律責任；或(c)履行你就某證券交易進行交收的法律責任，而你就該法律責任提供證券抵押品；或(d)履行日盛嘉富因處分其它抵押品資產而產生之法律責任。
18. Subject to the provisions of the Securities and Futures (Client Securities) Rules, if securities collateral is deposited with JS Cresvale, or with another person to facilitate the provision of financial accommodation by JS Cresvale, by you or on your behalf, you specifically authorize and agree that JS Cresvale may (a) deposit the relevant securities with an authorized institution as collateral for financial accommodation provided to JS Cresvale; or (b) lend or deposit the securities to any person; or (c) deposit the securities with any clearing house as collateral for the discharge and satisfaction of JS Cresvale's clearing obligations and liabilities; or (d) deposit the securities with any clearing house as collateral in respect of JS Cresvale's transactions in or relating to options contracts. Such authority shall remain in force for a period of 12 months from the date when your account is first approved by JS Cresvale to conduct margin trading and may be renewed in writing for one or more further period not exceeding 12 months at any one time. You understand that if your securities are lent to or deposited with third parties, those third parties may have a lien on your securities and return of such securities may be subject to satisfaction of such lien.  
在《證券及期貨(客戶證券)規則》的規限下，如證券抵押品由你或由他人代你存放於日盛嘉富，或存放於另一人以便獲得日盛嘉富提供財務通融，你鄭重地授權及同意日盛嘉富可(a)將有關的證券作為其它認可機構對日盛嘉富提供財務通融的抵押品；或(b)將該等證券借予或存放於任何人；或(c)將該等證券存放於任何結算所，作為解除日盛嘉富在結算上的義務和清償日盛嘉富在結算上的負債的抵押品；或(d)將該等證券存放於任何結算所，作為就日盛嘉富的期權合約交易或與期權合約交易有關的抵押品。此項授權由被日盛嘉富許可進行保證金買賣交易開始起計12個月內維持有效及可以書面方式延續一次或多於一次，每次不得超過12個月。你明白若你的證券被借出予或存放於第三者，該等第三者將可對你的證券擁有留置權，而你的證券必須於該留置權被解決後，方可被退還。
19. The Facility will be terminated upon the occurrence of any one or more of the following events: -  
如出現以下其中一項或以上的事件，是項融通便利將會被終止：  
(a) the withdrawal of your authorization to JS Cresvale as contained in or provided under Clause 18 of this Schedule; or  
你撤回在本附表第18條或按其所述對日盛嘉富的授權；  
(b) the non-renewal of such authorization in favor of JS Cresvale upon its expiry or when called upon to do so; or  
當上述授權的有效期限屆滿或當你被要求就該項授權續期時，該項授權並沒有被續期；或  
(c) any termination in accordance with Clause 46 of the Standard Terms and Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.  
根據上述標準條款第46條的規定而終止本協議，而就此而言，任何的終止通知將視為對是項融通便利的終止通知。  
Upon termination of the Facility, any outstanding indebtedness by you shall forthwith be repaid to JS Cresvale.  
當是項融通便利終止的時候，你需即時償還帳上所有的債項或結欠。
20. Repayment of all or any of the loan amounts owed to JS Cresvale will not of itself constitute cancellation or termination of the Margin Facility Terms.  
付還所有或部份欠日盛嘉富的借貸款項本身並不構成取消或終止融通便利條款。
21. The Customer agrees to pay interest on all overdue balances owing by the Customer to Company (after as well as before any judgement). The interest (calculated on the basis of a 365 day per year) shall accrue daily on the outstanding principal amount at prime rate + 3 % per annum or such rate, not exceeding the maximum permitted by law, as the Company at its absolute discretion determine from time to time. Interest shall be payable monthly in arrears on the last business day of each month.  
客戶之所有逾期未付之欠款需付利息(按每年365日每日計算)。利率(在法庭裁決前後均相同)為年息(最優惠利率加三厘)。或本公司擁有絕對權自行不時決定之利率，唯有關利率不可以超越法律所容許上限。上述利息應按月支付，並於每月最後一個營業日入帳。

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

### SECOND SCHEDULE (Terms for On-line Trading)

#### 第二附表 (網上證券交易條款) (中文版本, 只供參考)

#### 1. INTRODUCTION 引言

##### 1.1 Application 適用範圍

This Second Schedule applies to each client of JS Cresvale who is allowed to access or receive the Service (as defined below):

本第二附表適用於每個被許可取用或接受該服務 (其定義按以下詮釋) 的日盛嘉富客戶。

##### 1.2 Definitions 定義

In this Schedule the following expressions shall have the following meanings:

在本附表之中, 以下的用詞將具有以下意義:

“Content” includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Service;

“內容”包括但不限於任何內容、軟件、數據、資料、信息及其所有文字、聲音、影像、靜態圖像、圖表及其他可透過本服務取覽的內容及材料;

“Fee” means any subscription fee (including fee for any basic service and fees for any optional services, where applicable) which is payable in advance of each Subscription Period or upon JS Cresvale’s demand by the Subscriber associated with the Subscriber’s use of and/or access to the Service together with such other third party charges, access fees and other fees and charges as may be charged by JS Cresvale from time to time, and whether or not as agent, for the Subscriber’s use and/or access to the Service (and any other person’s use and/or access to the Service where such person was able to access or receive the Service by using the Login ID and Password) and/or the on-line delivery of Content for the period of the Subscription Period;

“費用”指任何訂購費用 (包括任何基本服務費用及如適用的話包括自選服務的費用)。有關費用須由訂購者在每個訂購期開始之前預先或於日盛嘉富要求之時繳付, 而該費用乃涉及訂購者使用及/或取用本服務及連同其他第三者徵收的費用、使用費及日盛嘉富 (不論是否作為代理人) 不時徵收的費用, 以便訂購者使用及/或取用服務 (及任何可憑藉輸入身份記認及密碼而可取用或接受服務的任何人士就該服務的使用及/或取用), 及/或就在訂購期內有關內容的線上傳送而徵收的費用;

“Login ID and Password” means any unique personal identifiers issued by JS Cresvale to the Subscriber for gaining access to the Service;

“輸入身份記認及密碼”指任何由日盛嘉富向訂購者發出以便使用服務的個人獨有的身份記認;

“Renewal Date” means the date immediately after the last day of the Subscription Period;

“續期日”指緊接在訂購期最後一日的日子;

“Service” means the on-line service (including any basic service and optional services) provided by JS Cresvale and/or any similar or other market data service which the Subscriber wishes or is allowed to access or receive via the Internet, the WorldWideWeb, the phone and/or other electronic communication channel;

“服務”指訂購者打算或被許可透過互聯網及/或萬維網、電話及/或其他電子通訊渠道而使用由日盛嘉富所提供的市場報價服務;

“Sources” means all Content suppliers including but not limited to The Stock Exchange of Hong Kong Limited and any other exchanges and specialist data providers whose Content is contained within the Service;

“資料來源”指所有內容提供者, 包括但不限於香港聯合交易所有限公司、任何其他交易所及專門的數據提供的內容載於本服務之內;

“Subscriber” means the client identified in the Account Opening Information Form or other subscription document (however described) prescribed by JS Cresvale from time to time and provided by or on behalf of such client to JS Cresvale and who is allowed to access or receive the Service; and

“訂購者”指於呈交予日盛嘉富有關的開戶資料表格或其他日盛嘉富不時指定的訂購文件 (不論實際如何稱述) 上識別為客戶的人士, 而該客戶是被許可取用或接受有關服務者; 及

“Subscription Period” means the period of the Service for which the Fees have been paid to JS Cresvale or such other period as may be specified or approved by JS Cresvale from time to time.

“訂購期”指任何服務期間, 而該段期間之費用已繳付了日盛嘉富可不時指定或批准的其他服務期間。

#### 2. Online Trading 網上交易

2.1 JS Cresvale may provide you with online trading facilities and service which include but is not necessarily limited to online trade, and they are provided upon the provisions of this Agreement and other terms and conditions to be specified by JS Cresvale from time to time.

日盛嘉富向你提供網上交易設施及服務, 其中包括但並不單限於“網上投資服務”, 而有關設施及服務是按照本協議及日盛嘉富不時指明的其他條款而提供的。

2.2 When using the Online Trading Services, you warrant that you are the only authorized user of your Access Code and will be responsible for all instructions placed and all transactions conducted with the use of your Access Codes. You also undertake to use your Access code with caution.

當使用網上交易服務時, 你保證你本人是你的交易密碼的唯一獲授權使用者及將會就所有透過使用你的交易密碼發出的買賣盤及所有進行的交易承擔責任。你並且保證會小心地去使用你的交易密碼。

2.3 You will not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, the Online Trading Services.

你不會嘗試影響、修改、以破解編程或向反編程方式或以任何方式改變或在未獲授權的情況下使用網上交易服務。

2.4 Unless otherwise agreed by JS Cresvale, JS Cresvale is not obliged to execute your instructions until there is sufficient cleared funds or securities in your account to settle your transactions.

除非你的帳戶有足夠的已結算款項或證券以進行交易, 否則日盛嘉富並沒有義務執行你的買賣指示, 但日盛嘉富同意者除外。

2.5 JS Cresvale will not be deemed to have received your instructions or executed your orders unless and until you are in receipt of JS Cresvale’s message acknowledging receipt or confirming execution of your orders. You agree to immediately notify JS Cresvale if you do not receive JS Cresvale’s message acknowledging receipt of any messages in respect of transactions which you did not instruct, or you become aware of any unauthorized use of your Access Codes.

除非及直至你收到日盛嘉富的信息表示已收到或確認已執行你的指示, 否則日盛嘉富不得被視為已收到你的指示或執行你的指示。你同意如果你沒有收到日盛嘉富發出的已收到或確認已執行的信息, 或你收到涉及並非由你作出指示的交易的任何信息, 或你發現任何有關你的交易密碼的未獲授權的使用, 你會即時通知日盛嘉富。

2.6 The Online trading Services provide you with an additional means to place instructions to JS Cresvale or gain access to information relating to your account. You may also do so by calling one of JS Cresvale’s sales representatives direct. If you experience any problems in reaching JS Cresvale through the Online Trading Services, you may use other methods to communicate with JS Cresvale and inform JS Cresvale of the difficulty you are experiencing.

網上交易服務為你提供額外的途徑以便向日盛嘉富發出指示或查閱有關你戶口的資料。你亦可直接致電日盛嘉富的營業員發出指示或進行查詢。如果你透過網上交易服務聯絡日盛嘉富時遇到困難, 你可以使用其他的方法與日盛嘉富聯絡, 並通知日盛嘉富你所遇到的問題。

2.7 You agree to review every order before placing it, as it may not be possible to cancel your orders once given.

你同意在發出每個指示前會加以複核, 因為你的指示一經作出, 便可能無法取消。

2.8 You may give on-line instructions to JS Cresvale regarding fund deposit, fund withdrawal and transfer of securities followed by hard copy of such instructions. However, JS Cresvale is authorized at its discretion to act upon your on-line instructions alone. Your account will be credited with the relevant funds or securities once JS Cresvale clears your funds or securities.

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

你可以就存款、提款及轉移證券向日盛嘉富先作線上指示，然後再補交有關的書面指示。日盛嘉富被授權可酌情單按線上指示行事。日盛嘉富收到你的已結算款項及證券，你的帳戶便會按有關的款項及證券入帳。

- 2.9 In the case of securities transfer, you will be responsible for arranging the relevant third party to deliver the securities to you or to receive your securities, and that any handling, transfer or custodian fees and charges shall be at your costs.  
如涉及轉移證券，你須負責安排有關的第三者向你交付證券或收取你的證券，而因此產生的任何處理、轉移及託管費用將會由你承擔。
- 2.10 The Online Trading Services may provide, for informational purposes only, data about securities, derivatives, mutual funds or other investment products published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. Whilst JS Cresvale believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from JS Cresvale shall be inferred from such data.  
網上交易服務可能會因提供參考信息而向你提供由第三者所發佈的有關證券、衍生產品、互惠基金及其他投資產品的信息。由於市況波動及數據傳送過程可能出現的延誤，有關的報價可能並非該等產品的即時市場報價。儘管日盛嘉富相信該等信息是可靠的，但它沒有任何獨立的基礎可以核證或反駁有關方面所提供的信息的準確性和完整程度。任何人士不得從該等信息來推論日盛嘉富對該等信息作出推荐或認可。
- 2.11 Information provided under the Online Trading Services is provided on an “as is”, and/or “as available” basis and JS Cresvale does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. JS Cresvale gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such information.  
網上交易服務所提供的信息是按照“現況”及“現時所供應”的基礎而提供的，日盛嘉富不會擔保該信息及時性、次序、準確度、充份程度或完整程度。就該等信息而言，日盛嘉富沒有作出任何明示或默示的保證（包括但不限於可商售性或適合作任何某種用途的保證）。
- 2.12 Notwithstanding any other provisions contained in this Agreement, where you are client using the Online Trading Services, following execution of your trading orders, you accept that JS Cresvale may send you and you agree to receive trade confirmations of your transactions through electronic posting to your account or other electronic means in lieu of printed confirmations. Such information will be freely accessible by you after such sending by JS Cresvale and you shall print out the confirmations or make your own arrangements forthwith without delay to maintain your own records if necessary. Thereafter, JS Cresvale will send you relevant periodic statements summarizing entries in your account by mail or otherwise.  
不論本協議中任何其他條款的規定，若你是使用網上交易服務的客戶，在你的買賣指示被執行之後，你接受而你亦同意收取日盛嘉富以電子途徑及形式向你發出成交單據以取代印本形式的成交單據。於日盛嘉富以上述形式發出該等確認信息後，你可隨意讀取該些信息。若有需要的話，你可按照自己的安排並儘速將確認書列印以作紀錄。日盛嘉富會於隨後以郵遞或其他方式向你提供匯總之交易狀況。
- 2.13 You accept the risks of receiving or gaining access to services through and communication and conducting transactions over the internet or other electronic means or facilities.  
你接受透過互聯網或其他電子方式進行交易及接受服務的產生的風險。
3. LICENCES AND MUTUAL OBLIGATIONS 許可及相互責任
- 3.1 Obligations of JS Cresvale 日盛嘉富的責任
- 3.1.1 In consideration of Subscriber paying to, and JS Cresvale receiving, all sums due and owing under this Schedule, JS Cresvale shall grant to Subscriber a non-exclusive non-transferable limited licence to access or receive the Service in accordance with the terms and conditions of this Schedule and subject to any and all copyright notices or restrictions applicable to the Service and its Content and such licence shall not permit local area network (LAN) or wide area network (WAN) distribution of the Content and its for individual use only.  
基於訂購者支付及日盛嘉富收取所有根據本附表而到期支付的費用，日盛嘉富須向訂購者授予非獨有、不可轉讓的有限度許可可以依照本附表的條款取用或接受本服務，並且受到所有適用於本服務及其內容的版權通知或限制所規限。此版權不容許以本地或廣闊地區網絡形式發放本服務的內容及本服務只可作個人使用。
- 3.1.2 JS Cresvale shall authorize for each Subscriber one Login ID and Password for access by Subscriber to the Service.  
日盛嘉富將會向每位訂購者授予一個輸入身份記認及密碼，以供訂購者取用本服務。
- 3.1.3 JS Cresvale reserves the right at all times to (i) immediately suspend the Subscriber’s access to or receipt of the Service without notice, where JS Cresvale is of the opinion that the Subscriber has breached any of the terms contained in this Schedule or that such action is appropriate, desirable or necessary in the reasonable opinion of JS Cresvale; (ii) amend the Fees or introduce new fees or amend any of the terms and conditions of this Schedule which amendments shall be notified to the Subscriber by posting them on-line or via post or electronic mail and which shall take effect 7 days after any such posting is made or otherwise on any other date specified by JS Cresvale.  
日盛嘉富在所有時間保留以下權利：(i)可在無須給予通知而即時終止訂購者取用或接受本服務的權利，如果日盛嘉富認為訂購者已違反本附表的任何條款，或合理地認為該項行動是適合的；(ii)修訂費用、引入新的費用或修訂本附表的任何條款，而日盛嘉富須就此以線上方式或郵寄或電子郵件方式通知訂購者，而該等修訂在上述通知發放的七日後或任何其他日盛嘉富指定的日期起生效。
- 3.1.4 JS Cresvale, may, at its absolute discretion and at any time, add, amend or remove, without prior notice to Subscriber, the presentation, substance or functionality of the Content.  
日盛嘉富擁有絕對酌情權及可於任何時間在毋須向訂購者事先給予通知的情況下加入、修訂或刪除內容的呈示方式、實質內容或功能。
4. OBLIGATIONS OF SUBSCRIBER 訂購者的責任
- 4.1 The Subscriber agrees to pay all Fees due to JS Cresvale in accordance with the terms of this Schedule.  
訂購者同意依照本附表的條款向日盛嘉富支付一切其到期須繳付的費用。
- 4.2 JS Cresvale collects from Subscriber all royalties and fees imposed by Sources which supply data to Subscriber, Subscriber understands that the fees charged by such Sources may change from time to time and agrees to pay the effective amount incurred during the Subscription Period.  
日盛嘉富有權向訂購者收取資料來源（其向訂購者提供資訊）所徵收的專用資料費用。訂購者明白該等由資料來源所徵收的費用可不時改變，並同意支付在訂購期所產生的實際費用。
- 4.3 Subscriber shall inform JS Cresvale within 7 days of any change in name, address or billing information provided by Subscriber to JS Cresvale to use the Service.  
訂購者需須在七日內通知日盛嘉富有關姓名、地址或帳項資料的任何改變。
- 4.4 Subscriber acknowledges that the Service and the Content are proprietary to and/or the copyright of JS Cresvale and/or JS Cresvale holding companies, subsidiary companies or associated companies and/or Sources and are for use solely by the Subscriber, and the Content provided by the Service may not be copied, manipulated, republished or redistributed to third parties in any form by any means without the prior written consent of JS Cresvale and, where necessary, the Sources.  
訂購者確認本服務及其內容為日盛嘉富、附屬公司或聯屬公司及/或資料來源的專有資料及/或版權並為訂購者所專用。本服務所提供的內容不可複印、操控、重新發佈、或在未得日盛嘉富(及如適用者,資料來源)的事先書面同意之前，以任何方式或以任何途徑向第三者再次發放。
- 4.5 Subscriber shall forthwith notify JS Cresvale in writing of any misuse of, or infringement of, the copyright of any Content.

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

訂購者須即時通知日盛嘉富任何有關版權內容有任何被不當使用或侵害的情況。

- 4.6 The Subscriber will not trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of JS Cresvale's or JS Cresvale's Service Provider's servers, their Content and/or any data areas for which the Subscriber has not been authorized by JS Cresvale.  
在未獲日盛嘉富授權前，訂購者不會進入、闖入、或使用或嘗試進入、闖入、或使用日盛嘉富或其服務提供者之伺服器，其內容及/或任何數據範圍。
- 4.7 The Subscriber shall not assign, transfer or sub-license all or any part of its rights or obligations under the provisions of this Schedule.  
訂購者不得出讓、轉讓或分許其在本附表之下的全部或部份權利或責任。
- 4.8 The Subscriber shall not use or permit the use of the Content or any part thereof for any illegal purpose or any other purpose not allowed under the provisions of this Schedule.  
訂購者不可使用或准許內容或其任何部份被使用作非法用途或任何其他按本附表的規定所不容許的用途。
- 4.9 The Subscriber shall not use the Content or any part thereof other than in the ordinary course of its own business (which shall not include any dissemination to third parties).  
訂購者不可使用或准許內容或其任何部份被使用作非訂購者正常業務範圍內之業務，但該業務並不包括任何發佈予第三者的情況。
- 4.10 The Subscriber shall not use the Content or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing an off market or a trading floor or dealing service where trading in (i) securities listed on an exchange or of a type capable of being so listed or (ii) any other securities relating to securities described at (i) above is being undertaken otherwise than at or through such exchange.  
訂購者不可使用內容或其任何部份去設立、維持或提供或去協助設立、維持或提供場外市場、買賣場地或交易服務去買賣(i)於某一交易所上市或可於該交易所上市的證券或(ii)任何其他與第(i)項所述證券有關的其他證券，而該些買賣並非於或通過該交易所進行。
- 4.11 The Subscriber shall allow JS Cresvale or any person authorized by JS Cresvale in writing to, upon receiving JS Cresvale's written request, inspect promptly thereafter the premises and records of the Subscriber for any lawful purpose in connection with the provisions of this Schedule including but not necessarily limited to the purpose of satisfying that the Subscriber is not using the Content or any part thereof contrary to any provision under this Schedule.  
訂購者須於日盛嘉富的書面要求下並符合任何與本附表條款有關的合法目的，准許日盛嘉富或其書面授權的人士能儘速察看訂購者使用本服務的場地及記錄，包括但不限於證明訂購者並無於抵觸本附表任何條款的情況下使用內容或其任何部份。
- 5 DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITIES 不作保證及限制責任
- 5.1 Disclaimer of Warranty 不作保證  
Subscriber expressly acknowledges and agrees that the Service is provided to it on an 'as is' and/or 'as available' basis and that its use of its Content is at its sole risk. Neither JS Cresvale nor the Sources make any warranty of any kind whatsoever (save for those expressly stated in this Schedule) relating to the Service including any Content furnished through the Service, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. JS Cresvale and the Sources endeavor to ensure the accuracy and reliability of the Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.  
訂購者明確確認及同意本服務是以"現況"基礎提供的，並且其本身須單獨承擔使用所產生的風險。日盛嘉富及資料來源並沒有就有關本服務(包括透過本服務提供的任何內容)作出任何形式的保證(除非該等保證已在本附表內明確作出)，不論該等保證是明示或默示地作出，包括但不限於第三者權益的不違反、或可商用性或任何特別目的或用途的合適性。日盛嘉富及資料來源會盡力確保但不担保內容的準確性及可靠性及不會就任何不準確或遺漏而造成的損失或損害承擔任何責任，不論是侵權行為或合約上或其他方面上的責任。
- 5.2 Limitation of Liability 責任的限制
- 5.2.1 Neither JS Cresvale nor the Sources shall be liable to Subscriber or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by JS Cresvale's or the Sources' negligence in procuring, compiling, interpreting, editing, reporting or delivering any Content. In no event will JS Cresvale or the Sources be liable to Subscriber for any direct, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to the Service or its use.  
日盛嘉富及資料來源均不會對訂購者或任何人士因其在取得、編制、詮釋、編輯、報告或發放任何內容方面的全部或部份由於疏忽而產生的任何直接、間接、因此而產生的或附帶的損失、費用或損害承擔任何責任。此外，日盛嘉富及資料來源不會就訂購者就本服務及其使用所引致的任何直接、間接或因此而產生的、附帶的、特別的或懲罰性的損失，包括任何利潤或儲蓄的損失，或任何性質的第三者申索負責。
- 5.2.2 Notwithstanding the foregoing, JS Cresvale's total liability for damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall not in any event exceed the subscription fee paid by the Subscriber to JS Cresvale under the terms of this Schedule for a period of six months.  
儘管有以上的規定，日盛嘉富就損失、損害及訴訟原因的總責任，不論在合約上或民事過失上(包括疏忽)或其他方面上的責任，在任何情況之下將以訂購者根據本附表的條款所支付的6個月訂購費用為上限。
- 5.2.3 Subscriber shall indemnify JS Cresvale and the Sources, their respective servants and agents, and hold JS Cresvale and the Sources, their respective servants and agents, harmless against all claims, liabilities, losses, damages and expenses, including, without limitation, legal fees and costs arising out of or incurred as the result of any claims made, or litigation brought, against JS Cresvale and the Sources, their respective servants and agents, as a result of the use by Subscriber of the Content or part thereof.  
對於訂購者使用全部或部份的內容而產生的所有申索、責任、損失、損害及費用，包括但不限於向日盛嘉富及資料來源及其各自僱員或代理人所提出的訴訟所招致的法律費用或訴訟費用，訂購者須向日盛嘉富及資料來源，其各自僱員或代理作出彌償及承諾不會各其作出任何申索。
6. TERM AND TERMINATION 有效期及終止
- 6.1 Term 有效期  
This schedule shall be deemed to take effect upon first approval by JS Cresvale for the Subscriber to access or receive the Service and shall continue until the termination of this Schedule. Unless otherwise terminated pursuant to Clause 6.2 of this Schedule, this Schedule shall be automatically renewed at the expiry of each Subscription Period and shall continue from one Subscription Period to the next.  
本附表將被視為自訂購者首次被日盛嘉富許可取用或接受本服務的當日起生效，直接其被終止為止。除非依據本附表第6.2條予以終止，否則本附表將會在每個訂購期完結時自動續期，而本附表將會從一個訂購期至另一個訂購期持續有效。
- 6.2 Termination and Effect 終止及效力
- 6.2.1 Either party may terminate this Schedule at any time on the giving notice prior to the Renewal Date to the other party expiring at the end of a Subscription Period. The Subscriber may not terminate this Schedule in the middle of a Subscription Period.  
任何一方可在訂購期終結的續期日之前向另外一方給予事先通知並終止合約。訂購者不得在訂購期的中段將本附表終止。
- 6.2.2 JS Cresvale may terminate this Schedule forthwith at any time without notice to the Subscriber if the Subscriber breaches any term of this Schedule or if the Subscriber's use of or actions in connection with the Service are inappropriate in the reasonable opinion of JS Cresvale.  
如訂購者違反本附表的任何條款，或日盛嘉富合理地認為訂購者就有關本服務的使用或行動是並不合適的話，日盛嘉富可即時終止本附表而毋須向訂購者給予任何事先的聲明。

# JS CRESVALE SECURITIES INTERNATIONAL LIMITED

## 日盛嘉富證券國際有限公司

- 6.2.3 Upon the effective date of termination of this Schedule (i) all licences and other rights and privileges granted to the Subscriber will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Schedule.  
在終止本附表生效時：(i) 根據本附表而向訂購者授予的許可、權利或特權將會即時無效；及 (ii) 訂購者將不可取回在終止本附表之前所支付的預繳費用。
- 6.2.4 Any termination of this Schedule shall not affect or prejudice the rights and obligations of both parties accrued prior to such termination.  
本附表的任何終止將不會影響或損害雙方於該終止前的權利及責任。
7. GENERAL 一般條款
- 7.1 Notice 通知  
All notices to be provided pursuant to this Schedule shall be in writing sent by personal delivery, facsimile transmission, electronic mail or by post, to the appropriate party at such party's last known address or address last notified to the other party in writing or as otherwise agreed in writing between the parties. Such notice shall be deemed effective, in the case of personal delivery on the date of actual delivery; in the case of facsimile transmission or electronic mail, on the date of transmission; and in the case of postal mail, on the date set forth on the postal mark.  
協議雙方根據本附表而作出的通知，必須以下列方式作出：根據有關一方最後為人所知或通知對方的通訊/地址，以私人送遞、圖文傳真、電郵或郵寄方式作出，或以雙方另行以書面協議的形式作出。該等通知如符合以下條件，即當作有效：如屬私人送遞，在實際送遞當日生效；如屬圖文傳真或電郵，在傳送當日生效；如屬郵寄，則以郵戳所示日期當日生效。
- 7.2 Invalidation 無效  
If any term or provision in this Schedule shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Schedule and the enforceability of the remainder of this Schedule shall not be affected.  
如根據任何法規或法律原則，本附表的任何條款或條文被判定為全部或部份屬非法或無法執行，則在該等判定的範圍之內，該條款或條文將不會成為本附表的其中一部份，但本附表餘下部份的可強制性執行性並不會因此而有所影響。
- 7.3 Entire Agreement 整體協議  
The provisions of this Second Schedule shall replace all previous agreements between parties in relation to the subject matter of this Schedule. This Schedule forms the entire understanding between JS Cresvale and the Subscriber concerning the subject matter of this Schedule and all other statements, representations and warranties in relation to the Service whether expressed or implied by statute, law or otherwise howsoever are excluded.  
如根據任何法規原則，本附表的標的事宜的一切協定。本附表載有日盛嘉富及訂購者關於本附表的標的事宜的所有諒解，而所有其他有關服務的聲明、陳述及保證(不論是否由成文法規、法律或其他地方式明示或暗示的)都一概予以排除。
- 7.4 Personal Data etc. 個人資料
- 7.4.1 Subscriber authorizes JS Cresvale to release and supply personal data and other information of the Subscriber to JS Cresvale's related companies and the Sources and any regulatory bodies.  
訂購者授權日盛嘉富可向與日盛嘉富有關的公司及資料來源及任何監管機構，發放及提供有關訂購者的個人資料及其他信息。
- 7.4.2 The Subscriber understands that the Subscriber's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Subscriber shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.  
訂購者明白訂購者的個人資料可被提供予信貸資料服務機構。當訂購者發生欠款時，有關資料會被提供予收數公司。訂購者有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。
- 7.5 Governing Law and General Provisions 管轄法律及一般條款
- 7.5.1 The validity construction and performance of the provisions of this Schedule shall be governed by the laws of the Hong Kong Special Administrative Region and both JS Cresvale and the Subscriber submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.  
本附表的有效性、解釋及履行受中華人民共和國香港特別行政區的法律所管轄權所約束。
- 7.5.2 The provisions of this Schedule may, at JS Cresvale's sole discretion, be changed from time to time upon giving the Subscriber prior notice by such means as JS Cresvale may decide.  
日盛嘉富擁有絕對酌情權可於任何時間向訂購者給予任何形式的事先通知的情況下，修改本附表的內容及條款。
- 7.5.3 In the event of discrepancy between the Chinese text and the English text of this Schedule, the English version shall prevail.  
如本附表的中英文版本在詮釋有任何差異，概以英文本為準。

**JS CRESVALE SECURITIES INTERNATIONAL LIMITED**

**日盛嘉富證券國際有限公司**

The information contained in this Account Opening Information Form is true and accurate. JS Cresvale is entitled to rely fully on such information and representations for all purposes, unless JS Cresvale receives notice in writing of any change. JS Cresvale is authorized at any time to contact anyone, including your banks, other broker or any credit agency, for the purpose of verifying the information provided on this Account Opening Information Form.

本開戶表的資料均屬真實及正確。除非日盛嘉富收到任何客戶資料改變的書面通知，日盛嘉富可完全依靠這些資料及陳述作任何目的。客戶授權日盛嘉富可任何時間聯絡任何人，包括客戶的銀行，其他經紀等或任何信貸機構，藉以確定及查證本開戶表內的資料。

I/We, the undersigned Client, have read and understood the provisions of the attached current version of the Client Agreement of JS Cresvale Securities International Limited ("Agreement") of which this document form a part. I/We hereby apply to open the above type of account and agree to be bound by the Agreement including its Standard Terms and Conditions and relevant Schedule(s) as the same may be amended from time to time. I/We acknowledge and confirm that JS Cresvale has provided the Risk Disclosure Statements in a language of our choice (English or Chinese) and I/we have been invited to read the Risk Disclosure Statements, to ask questions and take independent advice if we wish.

本人/吾等，下述簽署客戶/聯名客戶，已閱讀過及明白附上的日盛嘉富最新版本的客戶協議（“該協議書”）而本文件乃該協議書的一部份。本人/吾等現申請開立上述類別的帳戶，並同意受可不時被修改的該協議書包括其標準條款及細則及有關的附表所約束。本人/吾等確認日盛嘉富已按照本人/吾等選擇的語言（中文或英文）獲提供附於本表的風險披露聲明，及已獲邀閱讀該風險披露聲明，提出問題及徵求獨立的意見（如本人/吾等有此意願）。

\_\_\_\_\_  
Primary Client Signature 客戶簽署

\_\_\_\_\_  
Joint Client Signature(s) 聯名客戶簽署

\_\_\_\_\_  
Client Name 客戶名稱

\_\_\_\_\_  
Joint Client Name(s) 聯名客戶名稱

\_\_\_\_\_  
Date (dd/mm/yy) 日期 (日/月/年)

\_\_\_\_\_  
Date (dd/mm/yy) 日期 (日/月/年)

FOR OFFICE USE ONLY 以下由日盛嘉富填寫

I/We JS Cresvale representative(s), hereby and confirm that I/we have provided the Risk disclosure Statements in a language of the Client's choice (English or Chinese) and invited the Client to read the Risk Disclosure Statements, ask questions and take independent advice if the Client wishes.

本人/吾等為日盛嘉富的註冊職員，並謹此聲明及確認本人/吾等已按照上述客戶/聯名客戶所選擇的語言（中文或英文）提供於本表的風險披露聲明，提出問題及徵求獨立的意見（如客戶/聯名客戶有此意願）。

#The above Client signature(s) was/were made in my/our presence.

# 以上客戶/聯名客戶簽署於本人/吾等面前簽立。

\_\_\_\_\_  
Signature of JS Cresvale Staff

\_\_\_\_\_  
Name and CE No. of JS Cresvale Staff

\_\_\_\_\_  
Date (dd/mm/yy)

日盛嘉富職員簽署

日盛嘉富職員名稱及 C E 編號

日期 (日/月/年)

How long you known the client(s) or who introduced to you the Client(s)?

你認識這客戶/聯名客戶多久或誰人介紹這客戶/聯名客戶？

**#This sentence must be deleted if not applicable. 若不適用者，此句必須被刪去。**

APPROVED AND ACCEPTED BY 日盛嘉富批核及接納

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of JS Cresvale Approving Officer

\_\_\_\_\_  
Date (dd/mm/yy)

獲授權代表簽署

日盛嘉富批核主任名稱

日期 (日/月/年)