

客戶號碼  
ACCOUNT NO

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現金客戶協議書  
**CASH CLIENT'S AGREEMENT**

BETWEEN

致富證券有限公司  
**CHIEF SECURITIES LIMITED**

AND

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香港皇后大道中 88 號勵精中心 14 - 15 樓  
14-15/F Regent Centre, 88 Queen's Road Central, Hong Kong  
電話 Tel: 2500 9228 傳真 Fax: 2521 6893

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本協議由以下雙方於開戶表格所列之日期簽訂：

(1) 致富證券有限公司(“本公司”)為證券及期貨事務監察委員會(「證監會」)註冊的證券交易商(CE 編號：ADI983)以及香港聯合交易所有限公司(「聯交所」)的交易參與者；其主要辦事處設於香港中環皇后大道中 88 號勵精中心 14 - 15 樓；及

(2) \_\_\_\_\_  
 (“客戶”)，其地址及相關資料列於開戶資料表格中。

鑒於

1. 客戶欲於本公司開立一個現金戶口(“戶口”)，用以進行證券買賣；及
2. 本公司同意開立及維持該戶口，並以客戶之代理人身份，根據本協議之條款，進行證券買賣。

## 1 戶口

- 1.1 客戶確認「開戶資料表格」所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知本公司。客戶特此授權本公司對客戶的信用進行查詢，以核實上述表格所載資料。
- 1.2 本公司將會對客戶的有關資料予以保密，但本公司可以根據聯交所及證監會的規定或應其要求，將該等資料提供予聯交所及證監會。
- 1.3 對於個人客戶，本公司將遵守監管個人資料之使用的香港<個人資料(私隱)條例>。本公司有關個人資料使用的政策和應用載於本協議的附錄 3 內。客戶確認已完全明白及接受載於附錄 3 內的條款。

## 2 法例及規定

本公司按客戶的指示而進行的一切證券交易(“交易”)，須根據適用於本公司的一切法例、規則、監管指示、附例、慣例、慣用法的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司(“中央結算公司”)的規定。本公司根據該等法例、規則及指示而採取的所有行動均對客戶具有約束力。

## 3 交易

- 3.1 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。

*Cash Client Agreement*

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

(1) CHIEF SECURITIES LIMITED (the “Company”) who registered with the Securities and Futures Commission (“SFC”) as Securities Dealer (CE NO.: ADI 983) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the “Exchange”), whose principal office is located at 14-15/F, REGENT CENTRE, 88 QUEEN’S ROAD CENTRAL, HONG KONG; and

(2) \_\_\_\_\_  
 (the “Client”), whose address and details are set out in the Account Opening Information Form.

Whereas

1. The Client is desirous of opening a Cash Account (the “Account”) with the Company for the purpose of trading in securities; and
2. The Company agrees that to open and maintain such Cash Account and act as an agent for the Client in the purchases and sales of securities subject to the terms and conditions of this Agreement.

## 1 The Account

- 1.1 The Client confirms that the information provided in the Account Opening Information Form is complete and accurate. The Client will inform the Company of any changes to that information. The Company is authorised to conduct credit enquiries on the Client to verify the information provided.
- 1.2 The Company will keep information relating to the Account confidential, but may provide any such information to the Exchange and the SFC to comply with their requirements or requests for information.
- 1.3 Where the Client is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. The Company’s policies and practices relating to personal data are set out in Appendix 3 to this Agreement and the Client acknowledges that it fully understands and accepts the provisions in Appendix 3.

## 2 Laws and Rules

All transactions in securities which the Company effect on the client’s instructions (“Transactions”) shall be effected in accordance with all laws, rules, regulatory directions, by-laws, customs and usage applying to the Company. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the “Clearing House”). All actions taken by the Company in accordance with such laws, rules and directions shall be binding on the client.

## 3 Transactions

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

- 3.2 倘沽盤是有關非由客戶擁有的證券，即涉及賣空交易，客戶將會通知本公司。
- 3.3 客戶需就所有交易支付本公司通知客戶的佣金和收費，繳付聯交所或結算所的相關徵費、印花稅、銀行費用、過戶費、到期的利息及代名人或託管人費用。本公司可以從戶口中扣除該等佣金、收費、徵費及稅項。
- 3.4 就每一宗交易，除另有協議外或除非本公司已代客戶持有現金或證券供交易所交收之用，否則客戶將會在本公司就該項交易通知客戶的期限之前
- 向本公司交付可即時動用的資金或可以交付的證券，或
  - 以其他方式確保本公司收到此等資金或證券。
- 倘客戶未能這樣做，本公司可
- (如屬買入交易) 出售買入的證券；及
  - (如屬賣出交易) 借入及／或買入證券以進行交易的交收。
- 3.5 客戶將會負擔本公司因客戶未能進行交收而引起的任何損失及開支。
- 3.6 客戶同意就所有逾期未付款項(包括對客戶裁定的欠付債務所引起的利息)，按本公司不時通知客戶的利率及其他條款支付利息。
- 3.7 就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致本公司須買入證券進行交收，客戶毋須為買入該等證券的費用向本公司負責。
- 4 證券的保管**
- 4.1 由本公司寄存妥為保管任何證券，本公司可以酌情決定：
- (如屬可註冊證券) 以客戶的名義或以本公司的代理人名義註冊；或
  - 存放於在(i)認可財務機構；(ii)核准保管人；或(iii)另一獲發牌進行證券交易的中介人，開立的獨立帳戶作穩妥保管，而該帳戶是指定為信託帳戶或客戶帳戶並由本司為持有本公司客戶證券目的而在香港開立及維持的。
- 3.2 The Client will notify the Company when a sale order relates to securities which the Client does not own i.e. involves short selling.
- 3.3 On all Transactions, the Client shall pay the Company commissions and charges, as notified to the Client, as well as all applicable levies imposed by the Exchange, or clearing houses, stamp duties, bank charges, transfer fees, interest and nominee or custodian expenses, immediately when due. The Company may deduct such commissions, charges, levies and duties from the Account.
- 3.4 Unless otherwise agreed, in respect of each Transaction, unless The Company is already holding cash or securities on the Client's behalf to settle the Transaction, the Client will
- pay the Company cleared funds or deliver to the Company securities in deliverable form or
  - otherwise ensure that the Company has received such funds or securities.
- By such time as the Company has notified the Client in relation to that Transaction. If the Client fails to do so, the Company may
- in the case of a purchase Transaction, sell the purchase securities and
  - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
- 3.5 The Client will be responsible to the Company for any losses and expenses resulting from the Client settlement failures.
- 3.6 The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company has notified the Client from time to time.
- 3.7 In the case of purchase Transaction, if the selling broker fails to deliver on the settlement date and the Company has to purchase securities to settle the Transaction, The Client shall not be responsible to the Company for the costs of such purchase.
- 4 Safekeeping of Securities**
- 4.1 Any securities which are held by the Company for safekeeping may, at the Company's discretion
- (in the case of registrable securities) be registered in the Client name or in the name of the Company nominee; or
  - be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained in Hong Kong by the Company for the purpose of holding client securities of the Company with (i) an authorised financial institution; (ii) an

		approved custodian; or (iii) another intermediary licensed for dealing in securities.
4.2	倘證券未以客戶的名義註冊，本公司於收到該等證券所獲派的任何股息或其他利益時，須按客戶與本公司的協議記入客戶的戶口或支付予或轉賬予客戶。倘該等證券屬於本公司代客戶持有較大數量的同一證券的一部份，客戶有權按客戶所佔的比例獲得該等證券的利益。	4.2 Where securities are not registered in the Client's name, any dividends or other benefits arising in respect of such securities shall, when received by the Company, be credited to the Client's Account or paid or transferred to the Client, as agreed with the Company. Where the securities form part of a larger holding of identical securities held for the Company's clients, the Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.
4.3	客戶並無根據《證券及期貨(客戶證券)規則》第7(2)條以書面授權本公司：	4.3 The Company <b>does not</b> have the Client written authority under section 7(2) of the Securities and Futures (Client Securities) Rules to:-
	- 將客戶證券存放於認可財務機構，作為提供予本公司的財務通融的抵押品；	- deposit any of the client securities with an authorised financial institution as collateral for financial accommodation provided to the Company;
	- 將客戶證券存放於(i)認可結算所；或(ii)另一獲發牌或獲註冊進行證券交易的中介人，作為解除本公司在交收上的義務和清償本公司在交收上的法律責任的抵押品；	- deposit any of the client securities with (i)a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities;
	- 依據證券借貸協議運用任何有關客戶證券。	- apply any of the client securities pursuant to a securities borrowing and lending agreement;
<b>5</b>	<b>代客戶保管的現金</b>	<b>5 Cash Held for the Client</b>
	代客戶保管的現金須依照適用法例不時的規定，存放在一間持牌銀行所開立的一個客戶信託帳戶內（此等現金不包括本公司就交易取得，而且須為交收而轉付或轉付予客戶的現金）。	Any cash held for the Client, other than cash received by the Company in respect of Transactions and which is on-paid for settlement purposes or to the Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time.
	本公司應按本公司不時通知客戶的利率及條件為帳戶的現金結餘支付利息，客戶確認該利率是浮動的，並且由本公司決定。	The Company shall pay interest on the credit balance in the Account at such rate and under such conditions as the Company notifies the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and are determined by the Company.
<b>6</b>	<b>風險披露聲明書</b>	<b>6 Risk Disclosure Statement</b>
	本公司要求客戶閱讀附錄2之 <b>風險披露聲明書</b> 。	The Company refers the Client to the <b>Risk Disclosure Statements</b> in Appendix 2.
<b>7</b>	<b>一般規定</b>	<b>7 General</b>
7.1	所有客戶戶口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代客戶買賣證券而產生的責任。	7.1 All securities held for the Client's Account shall be subject to a general lien in the Company's favour, for the performance of the Client's obligations to the Company arising in respect to dealing in securities for the Client.
7.2	倘本公司沒有依照本協議書的規定履行對客戶的責任，客戶有權向根據《證券及期貨條例》成立的賠償基金索償，惟須受賠償基金不時的條款制約。	7.2 If the Company fails to meet the Company's obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.

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|-----|---|-----|--|
| 7.3 | 客戶同意，如在開戶資料表格中提供的資料有重要變更，客戶將以書面通知本公司。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及/或本協議內的資料有重要變更，本公司將會通知客戶。 | 7.3 | The Client agrees to notify the Company in writing of any material changes in the information supplied in the Account Opening Information Form. The Company will notify the Client in writing of any material changes in the information contained in this Agreement and/or material changes in respect of the Company's business which may affect the services that the Company provides to the Client. |
| 7.4 | 客戶確認客戶已詳閱並同意本協議書的條款，而且該等條款已經以客戶明白的語言向客戶解釋。  | 7.4 | The Client confirms that the Client has read and agreed to the terms of this Agreement, which have been explained to the Client in language that the Client understands.   |
| 7.5 | 本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。   | 7.5 | This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.   |

**附錄 1**  
**Appendix 1**

**開戶資料表格**  
**Account Opening Information Form**

**附錄 2**  
**Appendix 2**

**風險披露聲明**  
**Risk Disclosure Statements**

**證券交易的風險**

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

**買賣創業板股份的風險**

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

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

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

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

**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**

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，應先諮詢交易商的意見和熟識該項試驗計劃。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。

**在香港以外地方收取或持有的客戶資產的風險**

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。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。

*Cash Client Agreement*

**RISK OF SECURITIES TRADING**

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

**RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS**

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

You should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

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

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

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

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult your dealer and become familiarised with the PP before trading in the PP securities. You should be aware that 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.

**RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**

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

**附錄 3**  
**Appendix 3**

**個人資料收集聲明**  
**Personal Information Collection Statement**

本聲明是根據香港《個人資料（私隱）條例》（「條例」）之要求而提供予本公司的個人客戶。本聲明中所提及的術語與現金客戶協議中的術語具有相同的含義。

This statement is provided to the Client as an individual account holder of the Company in accordance with the requirements of the Hong Kong Personal Data (Privacy) Ordinance (the “Ordinance”). Terms defined in this statement have the same meaning as in the Cash Client Agreement.

**1 披露義務**

除特別聲明外，客戶必須按客戶資料聲明上的要求，將個人資料提供予致富證券有限公司。假如客戶不提供此等資料，本公司將沒有足夠資料來為客戶開設及管理帳戶。

**1 Disclosure Obligation**

Unless otherwise stated the Client must supply the personal data requested on the enclosed Client Information Statement to Chief Securities Ltd. If the Client does not supply this data, it will not be possible for the Client to open an Account with the Company as the Company will not have sufficient information to open and administer the Account.

**2 個人資料之使用**

**2 Use of Personal Data**

**2.1 使用者**

有關客戶的所有個人資料（不論是由客戶所提供，還是由其他人士所提供；及不論這些資料是在客戶收到現金客戶協議之前，還是之後）將可被任何下列之公司或人士使用（各為一「使用者」）：

**2.1 Users**

All personal data concerning the Client (whether provided by the Client or any other person, and whether provided before or after the date the Client receives the Cash Client Agreement containing this information) may be used by any of the following companies or persons (each, a “User”):

- (a) 致富證券有限公司及／或其他任何聯繫公司（“本公司”）；
- (b) 本公司的任何董事、高級職員、僱員或代理人；
- (c) 執行客戶指示及／或從事本公司業務而由本公司授權的任何人士（例如律師、顧問、代名人、託管人等）；
- (d) 本公司持有與客戶相關的任何權利和義務的任何實際或建議的承讓人；及
- (e) 任何政府機構、監管機構或其他團體或機構（不論是法例或是任何集團成員適用的規例所要求）。

- (a) Chief Securities Ltd. and/or any of its related companies (the “Company”);
- (b) any director, officer or employee or the agent of the Company;
- (c) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Company when carrying out the Client’s Instructions and/or the business of the Company;
- (d) any actual or proposed assignee of any rights and obligations of the Company in relation to the Client; and
- (e) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Company.

**2.2 目的**

客戶的所有個人資料可被任何使用者用於下列目的：

- (a) 執行新的或現有顧客的查核及信用調查程序，以及協助其他金融機構從事此類工作；
- (b) 持續帳目管理，包括收取欠款，強制執行擔保、抵押或其他權利和利益；
- (c) 設計提供予客戶之新產品和服務，或向客戶推廣本公司的產品；
- (d) 將此等資料轉移到香港以外的任何地方；
- (e) 為了下列目的而進行客戶個人資料的比較（不論收集此等資料的目的及來源，及不論此等資料是否由使用者或任何其他人士所收集

**2.2 Purposes**

All personal data concerning the Client may be used by any User for the following purposes:

- (a) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
- (b) ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests;
- (c) designing further products and services or marketing a Company product to the Client.
- (d) transfer of such data to any place outside of Hong Kong;
- (e) comparison with the Client’s personal data (irrespective of the purposes and sources for which such data were collected, and whether

*Cash Client Agreement*

此等資料是向使用者或任何其他人士所收集的)：(A) 信用調查；(B) 資料核實；及／或 (C) 編製或核實資料，以便採取使用者或任何其他人士認為合適的行動（包括可能與客戶或任何其他人士的權利、義務或權益有關的行動）；

- (f) 用於與客戶有關的任何其他協議和服務之條款所規定之目的；
- (g) 有關遵守任何法律、規例、法院判決或其他任何監管機構之判決的任何目的；
- (h) 任何有關於執行客戶指示或與本公司業務或交易有關連的目的。

### 3 查閱和修正的權利

根據條例之規定，客戶有權查閱和修正客戶的個人資料。一般來說（除某些豁免外）客戶以下的權利：

- (a) 詢問致富證券有限公司是否持有與客戶有關的個人資料；
- (b) 在合理的時間內，客戶可查閱其個人資料；本公司將以合理的方式及清楚易明的格式回覆客戶，但須收取合理費用；
- (c) 要求修正客戶的個人資料；及
- (d) 如客戶要求查閱或修正個人資料被拒絕，客戶有權要求說明被拒絕的理由及反對任何該等拒絕。

### 4 聯絡人

如客戶要求查閱和／或修正與客戶有關的個人資料，客戶可向本公司的資料保護專員遞交其申請。

collected by a User or any other person) for the purpose of: (A) credit checking; (B) data verification; and/or (C) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Client or any other person);

- (f) providing on the terms of any other agreements and services relating to the Client;
- (g) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body; and
- (h) any other purpose relating to the execution of the Client's instructions or in connection with the business or dealings of the Company.

### 3 Rights of Access and Correction

The Client has the right to have access to and correction of the Client's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to:

- (a) enquire whether Chief Securities Ltd. holds personal data in relation to the Client;
- (b) request access to the Client's personal data within reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
- (c) request the correction of the Client's personal data; and
- (d) be given reasons if a request for access or correction is refused, and object to any such refusal.

### 4 Contact Person

If the Client wishes to request access to and/or correction of personal data concerning the Client, the Client should address the Client's request to the Data Protection Officer at the Company.