

客戶號碼  
ACCOUNT NO

--	--	--	--	--	--

**股票期權客戶協議書**  
**STOCK OPTIONS CLIENT AGREEMENT**

BETWEEN

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

AND

---

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  
網址 Website: [www.chiefgroup.com](http://www.chiefgroup.com) 電郵地址 E-mail Address: [Info@chiefgroup.com](mailto:Info@chiefgroup.com)

To : **Chief Securities Limited**

14-15/F Regent Centre,  
88 Queen's Road Central,  
Hong Kong

(registered under the Securities and Futures Ordinance as a licensed corporation licensed to carry on Type 1 regulated activity (CE#:ADI983) and an Options Trading Exchange Participant of the Stock Exchange of Hong Kong Limited (the "Exchange") and SEOCH Participant)

I/We \_\_\_\_\_ request you to operate a stock options client account (the "Options Account") for me/us, in relation to the transaction of Exchange Traded Options Business. Terms defined in the Exchange's Options Trading Rules, and the Clearing Rules, have the same meaning in this Agreement. The Options Account will be operated on the following terms and conditions:-

## 1. The Account

- 1.1 I/We confirm that the information provided in the Stock Options Account Opening Information Form is complete and accurate. I/We will inform you of any changes to that information. You are authorised to conduct credit enquiries on me/us to verify the information provided.
- 1.2 You will keep information relating to my/our Options 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 I/We confirm that
  - (unless prior written approval of the Exchange has been obtained to the opening of the Options Account)I/We are not employed by any other Options Exchange Participants of the Exchange, and no employee of any other Options Member will have a beneficial interest in the Options Account; and either
  - the Options Account is operated solely for my/our account and benefit, and not for the benefit of any other person; or
  - I/We have disclosed to you in writing the name of the person(s) for whose benefit the Options Account is being operated; or
  - I/We have requested you to operate the Options Account as a Omnibus Account, and will immediately notify you, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

## 2. Laws and Rules

- 2.1 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions (the "Rules") applying to you. This includes the Options Trading Rules of the Exchange, the Clearing Rules of the SEHK Options Clearing House Limited ("SEOCH") and the rules of the Hong Kong Securities Clearing Company Limited ("HKSCC"). In particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, and you shall notify me/us of any such adjustments which affect Client Contracts to which I/We am/are a party. All actions taken by you, by the Exchange, by SEOCH or by HKSCC in accordance with such Rules shall be binding on me/us.

致： **致富證券有限公司**

香港皇后大道中 88 號勵精中心 14 -15 樓

〈為根據證券及期貨條例註冊之持牌法團，獲發牌進行第一類受規管活動(CE 編號#: ADI983)及香港聯合交易所有限公司〈「交易所」〉期權買賣交易所參與者及聯交所期權結算所參與者〉

本人/吾等〈請填寫名稱/姓名〉\_\_\_\_\_ 茲要求閣下為本人/吾等運作股票期權帳戶〈「期權帳戶」〉，處理在交易所交易的股票期權業務。任何詞語，如在交易所的期權交易規則及結算規則內已有所界定，則本協議書內也具有相同的意義。期權帳戶的運作條款及條件如下：

## 1. 帳戶

- 1.1 本人/吾等確認「股票期權帳戶開戶資料表格」所載資料均屬完整及正確。倘該等資料有任何變更，本人/吾等將會通知閣下。本人/吾等特此授權閣下對本人/吾等的信用進行諮詢，以核實表格所載的資料。
- 1.2 有關本人/吾等的期權帳戶資料，閣下會加以保密，但可根據交易所及證監會的規定或應其要求，將該等資料提供予交易所及證監會。
- 1.3 本人/吾等確認
  - 〈除非事前取得交易所書面准許開立期權帳戶〉本人/吾等並無受僱於交易所任何其他期權會員，亦沒有任何其他期權交易所參與者的僱員會在此期權帳戶擁有實益權益；及
  - 期權帳戶只為本人/吾等帳戶的利益運作，而並非為任何其他人士的利益運作；或
  - 本人/吾等已用書面向閣下披露此期權帳戶運作實益人的姓名；或
  - 本人/吾等已要求閣下以綜合帳戶，並會即時應要求通知閣下任何擁有客戶合約最終實益權益的人士之身份。

## 2. 法例及規則

- 2.1 所有在交易所交易的期權業務，須根據適用於閣下的一切法例、規則和監管指示的規定〈「規則」〉而進行，這包括交易所的期權交易規則、香港聯合交易所期權結算所有限公司〈「聯交所期權結算所」〉的結算規則及香港中央結算有限公司〈「中央結算公司」〉的規則。尤其是聯交所期權結算所根據規則所賦予的權力可更改合約的條款，倘有關更改影響本人/吾等參與訂立的客戶合約，則閣下須就該項更改通知本人/吾等。閣下、交易所、聯交所期權結算所及中央結算公司根據該等規則而採取的所有行動均對本人/吾等具有約束力。

with such Rules shall be binding on me/us.

- 2.2 I/We agree that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between you and me/us, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

### 3. Margin

- 3.1 I/We agree to provide you with cash and/or securities and/or other assets ("Margin") as may be agreed from time to time, as security for my/our obligations to you under this Agreement. Such Margin shall be paid or delivered as demanded by you from time to time. The amounts required by way of Margin shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of my/our open positions and delivery obligations, and further Margin may be required to reflect changes in market value.
- 3.2 If you accept securities by way of Margin, I/We shall on request provide you with such authority as you may require under the Rules to authorise you to deliver such securities, directly or through another Options Member, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting, from me/us to borrow or lend my/our securities or otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any other purpose.
- 3.3 With regards to the monies that I/We deliver to you as Margin in respect of my Options position, I/We agree to give up the interests that can be earned from trust account and/or SEOCH for Options Member.
- 3.4 I/We hereby authorise you to submit a claim with SEOCH in respect of my/our open positions to the effect that SEOCH will calculate and collect Margin in respect of such positions on a portfolio basis.

### 4 Client Default

- 4.1 I/We agree to indemnify you, and your employees and agents, against all losses and expenses resulting from breach of my/our obligations under this Agreement, including costs reasonably incurred in collecting debts from me/us, and in closing the Options Account.
- 4.2 If I/We fail to comply with any of my/our obligations and/or to meet my/our liabilities under this Agreement, including failure to provide Margin, you may
- decline to accept further instructions from me/us in respect of Exchange Traded Options Business
  - close out some or all of my/our Client Contracts with you
  - enter into Contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which you are exposed in relation to my/our failure
  - dispose of Margin, and apply the proceeds thereof to discharge my/our liabilities to you.
- Any proceeds remaining after discharge of all my/our liabilities to you shall be paid to me/us.

- 2.2 本人/吾等同意有關期權系列的標準合約的條款適用於閣下與本人/吾等之間的每份客戶合約，而所有客戶合約須根據規則訂立、執行、結算及解除。

### 3. 按金

- 3.1 本人/吾等同意按不時的協定向閣下提供現金及/或證券及/或其他資產（「按金」），作為本人/吾等根據本協議書對閣下所負責任的擔保，並須應閣下不時的要求支付或提交該等按金。以按金形式要求的數目須不少於（但可超過）規則規定有關本人/吾等未平倉額及交付責任的數額，並可能因應市值變動要求更多按金。
- 3.2 倘閣下接受證券作按金，本人/吾等將應要求授權閣下按規則規定直接或透過另一名期權交易所參與者提交該等證券予聯交所期權結算所，作為本人/吾等指示閣下進行在交易所交易的期權業務的期權結算所抵押品。閣下並無取得本人/吾等任何其他授權來為任何其他目的而借入或借出本人/吾等的證券或以其他方式不再擁有（除非是給本人/吾等或是得到本人/吾等的指示）本人/吾等的證券。
- 3.3 關於本人/吾等向閣下提供的按金之現金部份將存放於信託帳戶及/或期權結算所，本人/吾等同意放棄收取可能由此賺取的利息。
- 3.4 本人/吾等現授權閣下向聯交所期權結算所提交有關本人/吾等之持倉由期權結算所以組合基礎計算及收取有關之按金。

### 4. 客戶失責

- 4.1 本人/吾等同意賠償閣下、閣下的僱員及代理人因本人/吾等違反本協議書規定的責任造成的損失及支出，包括向本人/吾等追收債項及終止期權帳戶而合理地支出的費用。
- 4.2 倘本人/吾等不能根據此協議書履行本人/吾等的任何責任及/或償還債務，包括未能提供按金，則閣下可
- 拒絕接受本人/吾等有關在交易所交易的期權業務的進一步指示
  - 將本人/吾等部份或所有於閣下的客戶合約平倉
  - 訂立合約或進行證券、期貨或其他商品的買賣以履行產生的責任或對沖閣下因本人/吾等不能履行責任而須承擔的風險
  - 將按金處置，並將其所得收益清償本人/吾等欠閣下的債務。
- 在清償本人/吾等欠閣下的一切債務後，所有收益餘款須付予本人/吾等。

- 4.3 I/We agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified to me/us from time to time.
- 4.3 本人/吾等同意按閣下不時通知本人/吾等的息率及其他條款支付一切未清付欠款的利息（包括判定本人/吾等應償債務後的利息）。
- 5. Contracts**
- 5. 合約**
- 5.1 In respect of all Contracts effected on my/our instructions, I/We will pay you, within the time period notified by you, premium, your commissions and any other charges, and applicable levies imposed by the Exchange, as have been notified to me/us. You may deduct such premium, commissions, charges and levies from the Options Account.
- 5.1 本人/吾等會在閣下通知的期間內支付閣下所通知本人/吾等根據本人/吾等的指示進行的所有合約的期權金、閣下的佣金、其他費用及交易所的交易徵費。閣下可從期權帳戶中扣除該等期權金、佣金、費用及交易徵費。
- 5.2 You may place limits on the open positions or delivery obligations that I/we may have at any time. I/We acknowledge that
- 5.2 閣下可隨時為本人/吾等的未平倉持倉及交付責任訂定限額。本人/吾等知道
- you may be required to close out Client Contracts to comply with position limits imposed by the Exchange and
  - if you go into default, the default procedures of the Exchange may result in Client Contracts being closed out, or replaced by Client Contracts between me/us and another Options Exchange Participant of the Exchange.
  - 閣下可能需要將客戶合約平倉以遵守交易所訂定的持倉限額及
  - 倘閣下失責，交易所的失責處理程序可能會導致客戶合約被平倉或由交易所的另一名期權交易所參與者與本人/吾等訂立的客戶合約取代。
- 5.3 At my/our request, you may agree to the Client Contracts between you and me/us being replaced, in accordance with the Rules, by Client Contracts between me/us and another Options Exchange Participant of the Exchange.
- 5.3 在本人/吾等要求下，閣下可同意根據規則，以本人/吾等與交易所另一名期權交易所參與者訂立的合約取代閣下與本人/吾等訂立的客戶合約。
- 5.4 On exercise of a Client Contract by or against me/us, I/We will perform my/our delivery obligations under the relevant contract, in accordance with the Standard Contract and as I/we have been notified by you.
- 5.4 本人/吾等行使或被行使客戶合約時，本人/吾等會根據標準合約及閣下的通知履行有關合約的交付責任義務。
- 5.5 I/We understand that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time. I/We may instruct you to override an “automatically generated exercise instruction” before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.
- 5.5 本人/吾等明白在有關合約到期日（但亦只限於有關到期日當日），期權系統將就價內值百分比等於或高於聯交所期權結算所不時釐定的標準的所有價內期權長倉未平倉合約，自動產生行使指示；本人/吾等可指示閣下按照聯交所期權結算所的《結算運作程序》在有關到期日系統終止前，取消該自動產生行使指示。
- 6. General**
- 6. 一般事項**
- 6.1 I/We acknowledge that, although all Options Contracts are to be executed on the Exchange, I/We and you shall contract as principals under Client Contracts.
- 6.1 本人/吾等知悉雖然所有期權合約均在交易所執行，本人/吾等及閣下在客戶合約中仍為當事人。
- 6.2 You agree to provide me/us, upon request, with the product specifications for Options Contracts.
- 6.2 閣下同意會應要求而向本人/吾等提供期權合約產品資料。
- 6.3 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we 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.
- 6.3 倘閣下沒有根據本協議書的規定履行對本人/吾等的責任，本人/吾等有權向根據《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。
- 6.4 You will notify me/us of material changes in respect of your business which may affect the services you provide to me/us.
- 6.4 閣下的業務如出現重大變更，並可能影響閣下為本人/吾等提供的服務，閣下將會通知本人/吾等。
- 6.5 I/We confirm that I/We have read and agreed to the terms of this Agreement, which have been explained to
- 6.5 本人/吾等確認本人/吾等已詳閱並同意本協議書的條款，而且該等條款已經以本人/吾等明白的語言向

me/us in a language that I/We understand.

條款，而且該等條款已經以本人/吾等明白的語言向本人解釋。

6.6 This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.

6.6 本協議書受香港特別行政區法律管轄，並且根據香港特別行政區法律執行。

附錄 2  
Appendix 2

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

**RISK OF TRADING FUTURES AND OPTIONS**

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional marginal funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You may remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

I/We acknowledge that due to the volatile nature of securities markets, the purchase and writing of options over securities involves a high degree of risk.

**WARNING TO OPTION HOLDERS**

Some options may only be exercised on an expiry day (European-style exercise) and other options may be exercised at any time before expiration (American-style exercise). I/We understand that upon exercise some options require delivery and receipt of the underlying security and that other options require a cash payment.

An option is a wasting asset and there is a possibility that as an option holder I/We may suffer the loss of the total premium paid for the option. I/We acknowledge that, as an option holder, in order to realise a profit it will be necessary to either exercise the option or close the long option position in the market. Under some circumstances it may be difficult to trade the option due to lack of liquidity in the market. I/We acknowledge that you have no obligation either to exercise a valuable option in the absence of my/our instruction or to give me/us prior notice of the expiration date of the option.

**WARNING TO OPTION WRITERS**

As a writer of an option I/We may be required to pay additional margin at any time. I/We acknowledge that as an option writer, unlike an option holder, I/We may be liable for unlimited losses based on the rise or fall of the price of the underlying security and my/our gains are limited to the option premium.

Additionally, writers of American-style call (put) options may be required at any time before expiry

**期貨及期權交易的風險**

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行，你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的虧欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

本人/吾等知悉由於證券市場時有波動，購入及沽出股票期權須承擔高風險。

**對期權持有人的警告**

有些期權在到期日方可行使（歐式期權的行使），其他期權可於到期前的任何時間行使（美式期權的行使）。本人/吾等明白有些期權在行使時須以正股交收，而其他期權在行使時則須支付現金。

本人/吾等知悉期權乃損耗性資產，期權持有人可能會損失該期權的全部期權金。本人/吾等作為期權持有人，如欲賺取利潤，必須行使期權或在市場將期權長倉平倉。在某些情況下，因市場流通量不足，買賣期權會出現困難。本人/吾等亦知悉閣下在未獲本人/吾等指示前並無責任行使有價值的期權，亦無責任將期權的到期日預先通知本人/吾等。

**對期權沽出人的警告**

本人/吾等亦知悉作為期權沽出人，本人/吾等隨時可能要繳付額外的按金。本人/吾等知悉期權沽出人與期權持有人不同，正股價的起跌可令沽出人蒙受無限損失，而期權金乃沽出人的唯一回報。

此外，美式認購（認沽）期權的沽出人可能需要在到期前的任何時候交收正股或支付現金代價，該價

**to deliver (pay for) the underlying securities to the full value of the strike price multiplied by the number of underlying securities. I/We recognise that this obligation may be wholly disproportionate to the value of premium received at the time the options were written and may be required at short notice.**

格為行使價乘以正股數目的積，本人/吾等明白上述責任可能與沽出期權所收到的期權金的價值完全不成比例，而有關的通知期亦可能甚短。

附錄 3 Appendix 3
--------------------

### 股票期權客戶授權書

致： 致富證券有限公司  
 香港中環皇后大道中 88 號  
 勵精中心 14-15 樓

日期：\_\_\_\_\_

本人/吾等現根據《證券及期貨(客戶證券)規則》第 7(2)條授權閣下，在毋需知會本人/吾等的情況下，交收閣下為本人/吾等購買或持有的所有證券，作為在交易所交易期權業務(定義見《期權交易規則》)的聯交所期權結算所抵押品(定義見《期權結算規則》)。

證券的交收須按照期權交易規則進行。

閣下仍須就根據本授權書交收證券的事宜向本人/吾等負責。

本人/吾等明白第三者可能擁有上述證券的留置權，並須在處理該留置權後方能取回該等證券。

本授權書的有效期限為 12 個月，自本授權書之日起計有效。本人/吾等可以書面通知閣下的方式撤銷本授權書。

在本授權書有效期屆滿前 14 天，閣下將向本人/吾等以書面方式發出續期通知，除非本人/吾等提出反對，本授權書在屆滿時可按相同條款及條件予以續期 12 個月。

客戶簽署：

\_\_\_\_\_

客戶名稱：\_\_\_\_\_ (客戶號碼：\_\_\_\_\_)

身份證/護照/公司註冊號碼：\_\_\_\_\_

**AUTHORISATION LETTER FROM STOCK OPTIONS CLIENTS**

To : CHIEF SECURITIES LIMITED  
 14-15/F., Regent Centre,  
 88 Queen's Road Central ,  
 Hong Kong

Date : \_\_\_\_\_

Dear Sirs,

I/We hereby authorise you, in relation to all securities purchased or held for or on my/our behalf, to deliver such securities as SEOCH Collateral (as defined in the Options Clearing Rules) in respect of Exchange Traded Options Business (as defined in the Options Trading Rules) without notice to me/us, pursuant to section 7(2) of the Securities and Futures (Client Securities) Rule.

Such delivery of securities is to be in accordance with the Options Trading Rules.

You remain responsible to me/us for the securities delivered under this authorisation.

I/We understand that such securities will be subject to the liens of third parties and return of such securities to me/us may be subject to satisfaction of such liens.

**This authority is valid for a period of 12 months from the date of this letter and may be revoked when you receive a written notice from me/us.**

**This authority shall be deemed to have been renewed for period of 12 months upon expiry upon the same terms and conditions if I/We do not object to a written renewal notice that you will send to me 14 days prior to the expiry of this authority.**

Yours Faithfully,

\_\_\_\_\_  
 Name of Client: \_\_\_\_\_ (A/C No. \_\_\_\_\_)

ID/Passport/CI No.: \_\_\_\_\_

附錄 3  
Appendix 3

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

(see attached form)