

UNIFORM CASH CLIENT'S AGREEMENT

THIS AGREEMENT made on _____ (date) between:

- (a) **Henvep Securities Limited**, registered with the Securities and Futures Commission ("SFC") as a securities dealer [CE Number: **AAD534**] and an exchange participant of The Stock Exchange of Hong Kong Limited (the "Exchange") whose registered office is located at 10/F, Nine Queen's Road Central, Hong Kong (hereinafter referred to as the "Broker"); and
- (b) _____ (Client's full name) of _____ (address)
 _____ (address)
 (hereinafter referred to as the "Client").

WHEREAS

- (1) The Client is desirous of operating a securities cash account (the "Account") with the Broker for the purpose of trading in securities;
- (2) The Broker agrees that it will open and maintain such an Account and act as an agent for the Client in the purchase and sale of securities subject to terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

- 1 The Account
- 1.1 The Client confirms that the information relating to the Client's identity and address described herein and the details provided in the Account Opening Information Form are complete and accurate. The Client undertakes to inform the Broker of material changes to any of the information specified. The Broker is authorised to conduct credit enquiries on the Client for the purpose of verifying the information provided.
- 1.2 The Broker will keep information relating to the Account confidential, but may provide any such information to the Exchange and the SFC in order to comply with their requirements or requests for information.
- 2 Laws and rules
- All transactions in securities which the Broker effect on the Client's instructions ("Transactions") shall be effected in accordance with all laws, rules and regulatory directions applying to the Broker. This includes the rules of the SFC and of the Exchange as well as those of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by the Broker in accordance with such laws, rules and directions shall be binding on the Client.
- 3 Transaction
- 3.1 The Broker will act as the Client's agent in effecting Transactions unless the Broker indicates (in the contract note for the relevant Transaction or otherwise) that the Broker is acting as principal.
- 3.2 The Client will notify the Broker 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 will pay to the Broker commissions and charges, as notified to the Client, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. The Broker may deduct such commissions, charges, levies and duties from the Account.
- 3.4 Except otherwise agreed, in respect of each Transaction, unless the Broker is already holding cash or securities on the Client's behalf to settle the Transaction, the Client will
- pay the Broker cleared funds or deliver to the Broker securities in deliverable form or
 - otherwise ensure that the Broker has received such funds or securities
- by such time as the Broker has notified the Client in relation to that Transaction. If the Client fails to do so, the Broker may
- in the case of a purchase Transaction, sell the purchased 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 Broker for any losses and expenses resulting from the Client's 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 Broker has notified the Client from time to time.
- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, the Client shall not be responsible to the Broker for the costs of such purchase.
- 3.8 The Client acknowledges that the Broker is required by the Code of Conduct issued by SFC to use a telephone recording system to record the Client's order instructions.
- 4 Safekeeping of securities
- 4.1 Any securities which are held by the Broker for safekeeping may, at the Broker's discretion
- (in the case of registrable securities) be registered in the Client's name or in the name of the Broker's nominee; or
 - be deposited in safe custody in a designated account with the Broker's bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services.
- 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 Broker, be credited to the Client's Account or paid or transferred to the Client, as agreed with the Broker. Where the securities form part of a larger holding of identical securities held for the Broker'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 The Broker does not have the Client's written authority under section 81(3) of the Securities Ordinance to:-
- deposit any of the Client's securities with a banking institution as collateral for an advance or loan made to the Broker, or with the Clearing House as collateral for the discharge of the Broker's obligations under the clearing system

- borrow or lend any of the Client's securities
- otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any purpose.

5 Cash held for the Client

5.1 Any cash held for the Client, other than cash received by the Broker 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.

5.2 The Client agrees that any interest accruing from the holding of money in the trust account(s) maintained by the Broker shall not be accountable to the Client unless stated otherwise by the Broker.

6 Risk Disclosure Statements

The Client acknowledges when entering into this Agreement that there are separate risk disclosure statements requiring the Client's signature.

7 Force Majeure

The Client agrees that the Broker and its officers, employees and agents shall not be liable for any delay or failure to perform any of the obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which the Broker and its officers, employees and agents does not have control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, war (whether declared or not), severe weather, earthquakes and strikes.

8 General

8.1 All securities held for the Client's Account shall be subject to a general lien in the Broker's favour for the performance of the Client's obligations to the Broker arising in respect of dealing in securities for the Client.

8.2 The Client agrees that the Broker may, at any time without notice to the Client, combine or consolidate all or any of such accounts as are for the time being opened and maintained in the Client's name with the Broker, and the Broker is specifically granted the right to set off or transfer any sum standing to the credit of any one or more of such accounts against the indebtedness, obligations or liabilities on any of the accounts whether the indebtedness, obligations or liabilities be present or future, primary or collateral, several or joint, secured or unsecured.

8.3 If the Broker fails to meet its obligations to the Client pursuant to the terms of Agreement, the Client shall have a right to claim under the Compensation Fund established under the Securities Ordinance, subject to the terms of the Compensation Fund from time to time.

8.4 The Broker will notify the Client of material changes in respect of the Broker's business which may affect the services the Broker provides to the Client, including in particular details of fees and charges.

8.5 The Client confirms that the terms of this Agreement have been explained to the Client in a language that the Client understands.

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

IN WITNESS WHEREOF this Agreement has been entered into on the day and year above written .

SIGNED by)
 Client's Name: _____)
 I/D No. _____)
 Position: _____)
 (if not an individual) _____) [Client's Signature]

in the presence of:-
 Witness Name: _____)
 Address: _____)
 _____)
 Occupation: _____) [Witness Signature]

SIGNED by)
 Name: _____)
 For and on behalf of)
Henyp Securities Ltd) [Broker's Signature]

in the presence of:-
 Witness Name: _____)
 Address: _____)
 _____)
 Occupation: _____) [Witness Signature]

統一現金客戶協議書

本協議由以下兩方於 _____ 年 _____ 月 _____ 日 訂約：

(甲) **興業證券有限公司** 為證券及期貨事務監察委員會（「證監會」）之註冊交易商 [CE 編號:AAD534] 及香港聯合交易所有限公司（「聯交所」）之會員，下稱「經紀」。其註冊辦事處設於香港中環皇后大道中 9 號 10 樓；及

(乙) _____ (客戶全名)

_____ (地址)
下稱「客戶」。

鑒於：

- (1) 客戶欲於經紀處營運一證券買賣現金戶口（下稱「戶口」），用以進行證券買賣；及
- (2) 經紀同意開立及維持該戶口，並以客戶之代理人身份，根據本合約之條款，進行證券買賣。

現雙方協議如下：

1. 戶口

1.1 客戶確認本協議書所述身份、地址及「開戶資料表格」所載資料均屬完整及正確。客戶作出承諾，倘該等資料有任何重要變更，將會通知經紀。客戶特此授權經紀對客戶的信用進行查詢，以核實上述所載資料。

1.2 經紀將會對客戶戶口的有關資料予以保密，但經紀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。

2. 法例及規則

經紀按客戶的指示而進行的一切證券交易（「交易」），須根據適用於經紀的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及香港中央結算有限公司（「中央結算公司」）的規則。經紀根據該等法例、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 除經紀（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，經紀將以客戶的代理人身份進行交易。

3.2 倘沽盤是有關非由客戶擁有的證券，即涉及賣空交易，客戶將會通知經紀。

3.3 客戶會就所有交易支付經紀通知客戶的佣金和收費，繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。經紀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經紀已代客戶持有現金或證券供交易交收之用，否則客戶將會在經紀就該項交易通知客戶的期限之前

- 向經紀交付可即時動用的資金或可以交付的證券，或
- 以其他方式確保經紀收到此等資金或證券。

倘客戶未能這樣做，經紀可以

- （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 客戶將會負擔經紀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），按經紀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，導致經紀須買入證券進行交收，客戶毋須為買入該等證券的費用向經紀負責。

3.8 客戶確認經紀需現依照證監會之操守準則，將客戶透過電話收取的買賣指示，利用電話錄音系統記錄。

4. 證券的保管

4.1 由經紀寄存妥為保管的任何證券，經紀可以酌情決定：

- （如屬可註冊證券）以客戶的名義或以經紀的代理人名義註冊；或
- 存放於經紀的往來銀行或提供文件保管設施的任何其他機構妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

4.2 倘證券未以客戶的名義註冊，經紀於收到該等證券所獲派的任何股息或其他利益時，須按客戶與經紀的協議記入客戶的戶口或支付予或轉賬予客戶。倘該等證券屬於經紀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。

4.3 客戶並無根據《證券條例》第81(3)條以書面授權經紀：

- 將客戶的任何證券存放在銀行業機構，作為經紀所獲墊支或貸款的抵押品，或者存放在中央結算公司，作為履行經紀在結算系統下之責任的抵押品
- 借貸客戶的任何證券
- 基於任何目的以其他方式放棄客戶的任何證券之持有權（交由客戶持有或按客戶的指示放棄持有權除外）。

5. 代客戶保管的現金

5.1 代客戶保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託賬戶內（此等現金不包括經紀就交易取得，而且須為交收而轉付或轉付予客戶的現金）。

5.2 客戶同意所有就經紀維持的信託賬戶內持有的款項而應累算作為利息的款額，除經紀特別聲明外，否則均屬經紀所有。

6. 風險披露聲明書

客戶確認須在本協議書附上的一份風險披露聲明書簽署。

7 不可抗力事件

客戶同意，經紀及其高級職員、僱員及代理人，毋須為任何延遲或未能履行於本協議所載之義務，或於經紀及其高級職員、僱員及代理人不能控制之任何情況下，包括但不限於政府管制、交易所或市場裁決、暫停交易、電子或機械設備或通訊連繫失靈、電話或其他互連系統故障、戰爭（不論已宣戰與否）、惡劣天氣、地震及罷工所直接或間接造成之損失負責上責任。

8 一般規定

8.1 所有客戶戶口內的證券均受制於經紀的全面留置權，以確保客戶履行對經紀代客戶買賣證券而產生的責任。

8.2 客戶現作出同意，經紀毋須通知客戶，可隨時合併或綜合客戶當時於經紀開立及維持之一切或任何有關賬戶，客戶更授權予經紀將客戶之任何或一個以上賬戶的任何存款用於抵銷或轉撥，以便清償客戶在任何賬戶之債項、義務或負債，不論其屬現在或將來、主要或從屬、個別或共同、有抵押或無抵押者。

8.3 倘經紀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。

8.4 倘經紀的業務有重大變更，並且可能影響經紀為客戶提供的服務，包括有關經紀收費及其他費用，經紀將會通知客戶。

8.5 客戶確認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。

8.6 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。

茲見證本協議於上述年份及日期簽訂。

簽署人

客戶姓名： _____)
身份證號碼： _____)
職位： _____)
(如為商業戶口) _____) [客戶簽署]

見證人

見證人姓名： _____)
地址： _____)
_____)
職業： _____) [見證人簽署]

簽署人

簽署人姓名： _____)
代表 _____)
興業證券有限公司 _____)
_____) [經紀簽署]

見證人

見證人姓名： _____)
地址： _____)
_____)
職業： _____) [見證人簽署]