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Upbest Securities Co. Ltd.

美建證券有限公司

UNIFORM CASH CLIENT' S AGREEMENT

統一現金客戶合約

The company is registered as an
Investment Advisor and Securities
Dealer under CE No. ACR387

2/F., Wah Kit Commercial Centre
302 Des Voeux Road Central
Hong Kong

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統一現金客戶合約

UNIFORM CASH CLIENT'S AGREEMENT

致： 美建證券有限公司（「美建」）
香港上環德輔道中 302 號
華傑商業中心 2 字樓

To： UPBEST SECURITIES CO. LTD. ("Upbest")
2/F, WAH KIT COMM. CENTRE,
302 DES VOEUX ROAD CENTRAL
HONG KONG

美建為證券及期貨事務監察委員會（「證監會」）註冊的證券商，註冊編號為 ACR387 及香港聯合交易所有限公司（「聯交所」）會員。

Upbest is registered with the Securities and Futures Commission ("SFC") as a securities dealer under CE No. ACR387 and a member of The Stock exchange of Hong Kong Limited (the "Exchange").

本人／吾等（姓名／名稱）_____ 茲要求 美建根據下列條款及條件為本人／吾等開立一個現金證券買賣戶口（「戶口」）：

I/We _____ request Upbest to open a cash securities trading account (the "Account") for me/us on the following terms and conditions:-

1 戶口

1 The Account

1.1 本人／吾等確認於「開戶表格」所填寫的資料均屬完整及正確。倘該等資料有任何變更，本人／吾等會通知 美建以作更新。本人／吾等特此授權 美建對本人／吾等的信用進行查詢，以核實上述所提供之資料。

1.1 I/We confirm that the information provided in the Account Opening Form is complete and accurate. I/We will inform Upbest of any changes to that information. Upbest is authorized to conduct credit enquiries on me/us to verify the information provided by me/us in the above Account Opening Form.

1.2 美建會對本人／吾等戶口的有關資料予以保密，但 美建可以根據法律、指令、監管及其他機構要求下而 美建有義務披露本人／吾等之資料予聯交所、證監會及/或其他機構。

1.2 Upbest will keep information relating to my/our Account confidential, but may provide any such information to the Exchange, the SFC and/or any other regulatory bodies as may be required by law, regulations, orders or any other obligations imposed on Upbest or to which you are subject.

2 法例及規則

2 Laws and rules

美建按本人／吾等的指示而進行一切證券交易（「交易」），須根據應用於美建的一切法例、規則和監管指示的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司（「中央結算公司」）的規則。美建根據該等法例、規則及指示而採取的所有行動均對本人／吾等具有約束力。

All transactions in securities which Upbest effect on my/our instructions (“Transactions”) shall be effected in accordance with all laws, rules and regulatory directions applying to Upbest. This includes the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the “Clearing House”). All actions taken by Upbest in accordance with such laws, rules and directions shall be binding on me/us.

3 交易

3 Transactions

3.1 除美建(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，美建將以本人／吾等的代理人身份進行交易。

3.1 Upbest will act as my/our agent in effecting Transactions unless Upbest indicates (in the contract note for the relevant Transaction or otherwise) that Upbest is acting as principal.

3.2 倘沽盤是有關非由本人／吾等擁有的證券，即涉及按照《證券及期貨條例》第571N章《證券及期貨(財政資源)規則》定義下之賣空交易，本人／吾等將會負責通知美建。

3.2 I/We undertake to notify Upbest when a sale order relates to securities which I/we do not own i.e. involves short selling orders as defined in Cap571N of the Securities and Futures (Financial Resources) Rules of the Securities and Futures Ordinance (SFO).

3.3 本人／吾等會就交易支付美建通知本人／吾等的佣金和收費，繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。美建可以從戶口中扣除該等佣金、收費、徵費及稅項。

3.3 On all Transactions, I/we will pay Upbest commissions and charges, as notified to me/us, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. Upbest may deduct such commissions, charges, levies and duties from the Account.

3.4 就每一宗交易，除另有協議外或除非美建已代表本人／吾等持有現金或證券供交收之用，否則本人／吾等將會：

3.4 Unless otherwise agreed, in respect of each Transaction, unless Upbest is already holding cash or securities on my/our behalf to settle the Transaction, I/we will :

- 向美建交付可即時動用的資金或可以交付的證券，或
- pay Upbest cleared funds or deliver to you securities in deliverable form or

- 以其他方式確保美建收到此等資金或證券。
倘本人／吾等未能這樣做，美建可以遵照《證券及期貨(客戶證券)規則》第6(3)、第571H章「客戶證券規則」或其他；
或
- otherwise ensure that Upbest has received such funds or securities by such time as Upbest has notified me/us in relation to that Transaction. If I/we fail to do so, Upbest may pursuant to Section 6(3) of the Securities and Futures (Client Securities) Rules, Cap. 571H Rule (Client Securities Rules) or otherwise; or

- (如屬買入交易) 出售買入的證券；及
- in the case of a purchase Transaction, sell the purchased securities and
- (如屬賣出交易) 借入及/或買入證券以進行交易的交收。
- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

- 3.5 本人／吾等會負擔 美建因本人／吾等未能進行交收而引起的任何損失及開支。
- 3.5 I/We will be responsible to Upbest for any losses and expenses resulting from my/our settlement failures.
- 3.6 本人／吾等同意就所有逾期未付款項 (包括對本人／吾等裁定的欠付債務所引起的利息)，按美建不時通知本人／吾等的利率及其它條款支付利息。
- 3.6 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 Upbest has notified me/us from time to time.

4 證券的保管

4 Safekeeping of securities

4.1 由 美建寄存妥為保管的任何證券， 美建可以酌情決定：

4.1 Any securities which are held by Upbest for safekeeping may, at your discretion

- (如屬可註冊證券)以本人／吾等的名義或以 美建的相聯法團 (按照《證券及期貨條例》之定義)；或
- (in the case of registrable securities) be registered in my/our name or in the name of Upbest's associated entity (as defined in the SFO)
- 存放於由 美建開立並保存於被指定作為信託戶口或客戶戶口之往來銀行的獨立帳戶內。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。往來戶口將由金融機構或者其他按照「客戶證券規則」被批准擁有證券的保管服務機構。
- be deposited in safe custody in a segregated account which is designated as a trust account or client account established and maintained by Upbest with your bankers or with any other institution which provides facilities for the safe custody. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services. The account shall be established and maintained with a financial Institution or such other custodian approved to hold such securities as under the Client Securities Rules.

4.2 倘證券未以本人／吾等的名義註冊，美建於收到該等證券所獲派的任何股息或其他利益時，須按本人／吾等與 美建的協定記入本人／吾等的戶口或支付予或轉賬予本人／吾等。倘該等證券屬於 美建代客戶持有較大數量的同一證券的一部份，本人／吾等有權按本人／吾等所佔的比例獲得該等證券的利益。

4.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by Upbest, be credited to my/our Account or paid or transferred to me/us, as agreed with Upbest. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

4.3 本人／吾等並無根據「客戶證券規則」第 6 至 8 條以書面授權 美建：

4.3 Upbest do not have my/our written authority under Section 6 to 8 of the Clients Securities Rules:-

- 將本人／吾等的任何證券存放在銀行業機構，作為 美建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 美建在結算系統下之責任的抵押品
- deposit any of my/our securities with a banking institution as collateral for an advance or loan made to Upbest, or with the Clearing House as collateral for the discharge of your obligations under the clearing system.
- 借貸本人／吾等的任何證券
- borrow or lend any of my/our securities
- 基於任何目的以其他方式放棄本人／吾等的任何證券之持有權 (交由本人／吾等持有或本人／吾等的指示放棄持有權除外)。
- otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

5 代本人／吾等保管的現金

5 Cash held for me/us

代本人／吾等保管的現金須依照《證券及期貨（客戶款項）規則》第 571I 章的規定，存放於一家授權金融機構所開立的一個客戶信託賬戶內（此等現金不包括 美建就將適用交易取得，而且須為交收而轉付或轉付本人／吾等的現金）。

Any cash held for me/us, other than cash received by Upbest in respect of Transactions and which is to be applied for settlement purposes, shall be credited to a client trust account maintained with an authorized financial institution as required by the Securities and Futures (Client Money) Rules, Cap. 571I.

6 風險披露聲明書

6 Risk Disclosure Statement

6.1 證券買賣風險

6.1 Risk of securities trading

本人／吾等知道證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險。本人／吾等也知道將證券交給 美建保管可能存在風險，例如當 美建無力償債時，本人／吾等取回證券的時間可能會受到嚴重阻延。本人／吾等願意承擔此等風險。

I/We acknowledge that the price of securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. I/We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if Upbest is holding my/our securities and Upbest becomes insolvent, I/we may experience significant delay in recovering the securities. These are risks that I am/we are prepared to accept.

6.2 買賣創業版股份的風險

6.2 Risk of trading Growth Enterprises Market (“GEM”) stocks

- 本人／吾等知悉創業板股份涉及很高的投資風險。本人／吾等知悉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。本人／吾等知悉創業板股份可能非常波動及流動性很低。
- I/We understand that GEM stocks involve a high investment risk. In particular, I/We understand that companies may list on GEM with neither a track record profitability nor any obligation to forecast future profitability. I/We understand that GEM stocks may be very volatile and illiquid.
- 本人／吾等知悉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它特點，意味著這個市場較適合專業及其它熟悉投資技巧的投資者。
- I/We understand that I/we should make the decision to invest only after due and careful consideration, and that the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.
- 本人／吾等知悉現時有關創業板股份的資料只可以在聯交所所操作的互聯網站上找到。創業板上市公司一般無需在憲報指定的報章刊登付費公告。
- I/We understand current information on GEM stocks may only be found on the internet website operated by the Exchange. GEM companies are usually not required to issue paid announcement in gazetted newspapers.

6.3 在聯交所買賣納斯達克—美國證券交易所證券的風險

6.3 Risk of trading Nasdaq-Amex securities at the Exchange.

- 本人／吾等知悉按照納斯達克—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。本人／吾等知悉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悉該項試驗計劃。
- I/We understand that the securities under the Nasdaq Amex Pilot Program (“PP”) are aimed at sophisticated investors and that I/we should consult my/our dealer and become familiarized with the PP before trading in the PP securities.
- 本人／吾等知悉按照該項試驗計劃買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。
- I am/We are aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GEM of the Exchange.

6.4 提供代存郵件或將郵件轉交第三方的授權書的風險

6.4 Risk of providing an authority to hold mail or to direct mail to third parties

- 本人／吾等知悉如果本人／吾等提供第三方的授權書，允許美建代存郵件或將郵件轉交予第三方，本人／吾等須盡速親身收取所有關於本人／吾等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。
- I am/We are aware that if I/we provide Upbest with an authority to hold mail or to direct mail to third parties, I/we shall promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

6.5 電子交易

6.5 Electronic trading

- 如本人／吾等亦同時開立電子證券交易服務，本人／吾等明白透過一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。如本人／吾等透過某個電子交易系統進行買賣，本人／吾等須承受該系統帶來的風險，包括有關硬件或軟件可能會失靈的風險。系統失靈可能會導致 美建的買賣盤不能根據指示執行，或完全不獲執行。
- **If I/we open the Electronic Stock Trading Services at the same time, I/we understand that Trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we 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 my/our order is either not executed according to my/our instructions or is not executed at all.**
- 本人／吾等確認並承擔因網路擠塞或其他原因而引致通過互聯網傳送的訊息有所延誤的風險。持牌人或註冊人不會就有關延誤所構成的後果(包括但不限於延誤向交易地點發出指示或命令，或因任何通訊設施故障而延遲向你發出執行報告，或其他不能合理地由 美建控制的延誤)負責。
- **I/We acknowledge and bear the risk that messages sending over the internet may be delayed due to internet traffic jam or other reasons. The licensed or registered person shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to you due to any failure of communication facilities, or any other delays beyond the reasonable control of Upbest.**
- 互聯網上的通訊可能暫時中斷、傳遞終止或截取，或因互聯網的公眾背景或其他 美建不能控制的理由引致資料傳送有失誤。透過互聯網發出的訊息無法保證完全安全。本人／吾等應注意，任何經持牌人或註冊人系統發出或接收的訊息/指示均可能出現被延誤、遺失、轉換、更改、訛用或被病毒感染的風險，本人／吾等須為有關風險負責。美建不會就有關的損失及損害負上責任。
- **Communications over the internet may be subject to transmission blackout, interruption, interception, or incorrect data transmission due to the public nature of the internet or other reasons that are beyond Upbest's control. Messages sent over the internet cannot be guaranteed to be completely secure. I/We shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from Upbest's systems. Upbest shall not be responsible for any losses or damages incurred or suffered as a result thereof.**

6.6 電子結算單的風險

6.6 Risk of E-Statement Service

互聯網及其他電子媒介的接駁可能因為高峰期、市場波動、系統升級或維修或因其他原因而受到限制或未能提供。透過互聯網及其他電子媒介進行的任何通信可能會受到干擾、出現傳輸中斷，及由於未能預測的互聯網通信量或因其他不受 美建控制的原因而導致傳輸延誤。基於技術所限，互聯網本身為不可靠的通信媒介。因此，可能會出現資訊傳輸及接收之延誤，以及結算單未必能傳送到指定的電郵帳號。此外，未經授權第三方可能獲得通訊及個人資料，及本人／吾等須要完全承擔任何誤解通信或通信錯誤之風險。

Access to the internet or other electronic medium may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Any communication through the internet or other electronic medium may be subject to interruption,

transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond Upbest's control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of information. The statements may not be sent to the designed email address at all. Moreover, communications and personal data may be accessed by unauthorized third parties, and there are risks of misunderstanding or error in any communication and that such risks shall be absolutely borne by me/us.

6.7 其他

6.7 Others

- 假如美建向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。
- If Upbest solicits the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.
- 本人／吾等知悉簽署該等風險批露聲明是強制性的並是根據聯交所的規則要求及《證券及期貨條例》中的個人註冊的《操守準則》的要求。本人／吾等知悉如果本人／吾等沒簽署該等聲明 美建將不會根據本人／吾等的指示去處理證券交易。
- I/We understand that the signing of risk disclosure statement is mandatory or required under the Rules of the Exchange and /or the Code of Conduct for Persons Registered with the Securities and Futures Commission (“Code”). I/We understand that Upbest will not be able to effect my/our instructions to deal in securities if this statements is not signed and acknowledged by me/us.
- 本人／吾等明白 美建按照聯交所及《證券及期貨條例》中的個人註冊的《操守準則》確保(a)本人／吾等提供一份已被本人／吾等簽署的有日期的該等風險批露聲明的副本(由本人／吾等選擇的中英文版本)，包括_____的聲明；及(b) 本人／吾等已經被邀請閱讀了該等風險批露聲明，如本人／吾等希望可以詢問關於該風險批露聲明的問題及尋找獨立專業意見。
- We understand that Upbest is required under the Rules of the Exchange and/or the Code to ensure that (a) I am/we are provided with a copy of this risk disclosure statement in the language (English or Chinese) I/we chose, signed and dated by me/us, and containing the declaration by _____; and (b) I/we have been invited to read the risk disclosure statement, to ask questions about it and to seek independent advice if I/we wish.
- 本人／吾等知悉如果不確定或者不能理解該等風險批露聲明的任何部分或者涉及到主版或者創業版的股份交易的內容及風險，本人／吾等應該尋找獨立專業意見。
- I/We understand that I/we should seek independent professional advice if I am/we are uncertain of or do not understand any aspect of this risk disclosure statement or the nature and risks involved in trading of securities on the Main Board and/or GEM.

7 電話錄音

7 Telephone recording

7.1 基於保障雙方的目的下，美建可記錄客戶與美建之電話對話。有關錄音紀錄為美建獨有的財產，美建可使用或保留該些錄音紀錄作合法用途，而美建可行使其絕對酌情權，決定該錄音紀錄之保留方式及保留期。

7.1 For the mutual protection of the parties hereto, Upbest may electronically record any of the telephone conversations between the Client and Upbest. Such records or recordings shall remain the sole property of Upbest and may be used or retained by Upbest for legitimate purposes in such manners and for such periods as Upbest may determine in its absolute discretion.

8 一般規定

8 General

8.1 所有本人／吾等戶口的證券均受制於美建的全面留置權，以確保本人／吾等履行對美建代本人／吾等買賣證券而產生的責任。

8.1 All securities held for my/our Account shall be subject to a general lien in your favour, for the performance of my/our obligations to Upbest arising in respect of dealing in securities for me/us.

- 倘本人／吾等在履行本人／吾等義務上違約，美建可以在不必預先通知本人／吾等的情況下，通過美建認為合適的方式，不論是通過其他任何經紀商、或者公開市場、或者私下銷售、或者其他代價（無論是應付、即時支付或分期付款）方式，沽售或處理這些證券的全數或者是部分證券；而美建亦不必為上述沽售或處理這些證券而引起的任何損失負責。本人／吾等在此更進一步說明，美建有權在當前市場價格下沽售或者處理掉這些所有或者部分證券，美建不必負責任何損失或者引起之損失，及不需要對閣下以通過閣下之聯營公司沽掉或者處理掉這些證券之損失或盈利之情況負責。美建有絕對之選擇權以何種對象沽售或處理這些證券。倘若有任何銷售價格小於那將被沽售或者處理掉的所述證券而引致之不足數額，而在閣下由於這種不足數額之要求下，本人／吾等同意賠償此等不足之數。

- If I/we make default in performance of my/our obligations, Upbest may without notice sell or dispose of these securities subject hereto or any part thereof either together or in parcels and either by dealings at any broker's board or by public or private sale or in such other manner for such consideration (whether payable or deliverable immediately or by installments) as Upbest may think fit without being in any way responsible for any loss occasioned thereby however arising and IT IS HEREBY FURTHER PROVIDED that Upbest shall be entitled to sell or dispose of the said securities subject hereto or any part thereof at the current market price thereof to any of your associated company without being in any way responsible for any loss occasioned thereby however arising and without being accountable for any profit made by such associated company. In the event of any such sale of less than all of the said securities subjects hereto are to be sold or disposed of, Upbest may in your absolute discretion select which of the said securities subject hereto are to be sold or disposed of. In the event of any deficiency after the sale of the said securities subject hereto whatsoever and however arising I/we agree to make good and pay on demand to you such deficiency.

8.2 倘美建沒有依照本協議書的規定履行對本人／吾等的責任，由此導致本人／吾等的金錢損失，本人／吾等有權向根據《證券及期貨條例》第236部分成立的投資賠償基金索償，惟須受投資賠償基金不時的條款制約。

8.2 If Upbest fail to meet the obligations to me/us pursuant to this Agreement and as a result I/we suffer pecuniary loss, I/we shall have the right to claim under the Investor Compensation Fund established under Section 236 of the SFO, subject to the terms provided therein from time to time.

- 8.3 倘美建有以下之重大變更，美建將會通知本人／吾等：
- 8.3 Upbest will notify me/us of material changes in respect of
- (i) 美建的名字及地址；
 - (i) Name and address of Upbest,
 - (ii) 美建在證監會的執照及註冊狀況及 CE 號碼(由證監會指定的唯一識別號碼)；
 - (ii) The licensing or registration status of Upbest with the SFC and the CE number (being the unique identifier assigned by the SFC);
 - (iii) 將提供給本人／吾等的服務本質；及
 - (iii) The nature of services to be provided or made available to me/us; and
 - (iv) 佣金、經紀費用、利息及其它費用和屬於您的費用變動
 - (iv) The commission, brokerage, interest and any other fees and changes to be charged by you.
- 8.4 本人／吾等確認本人／吾等已詳閱並同意本合約的條款，而且該等條款已經以本人／吾等明白的語言向本人解釋。
- 8.4 I/W confirm that I/we have read and agree to the terms of this Agreement which have been explained to me/us in a language that I/we understand.
- 8.5 本合約接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。
- 8.5 This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.
- 8.6 為輔助代表客戶執行指令服務，美建及其僱員可以向客戶提供投資建議。但是，客戶要做最終投資決策。對於這種投資建議造成的任何損失（包括利潤損失），美建不接受承擔任何義務。美建將只按照客戶指示執行，並且不提供任何全權帳戶服務。美建禁止其僱員根據其私人能力提供給客戶全權帳戶服務。美建不接受承擔任何由其僱員根據其私人能力提供給客戶的投資建議的任何義務。
- 8.6 Ancillary to the service of executing instructions on behalf of the Client, Upbest and/or its staff may also provide investment advice to the Client. However, the ultimate investment decision should be made by the client. Upbest do not accept any liability for any losses (including loss of profit) or damages that may arise from such investment advice. Upbest will only act on instructions placed by the client and do not provide any discretionary account services. Upbest also prohibit its staff to provide any discretionary account services to clients on his/her personal capacity. Upbest accept no liability for any investment advice provided by its staff to the Client on his/her own personal capacity.
- 9 常設授權書**
- 9 Standing Authority**
- 9.1 本人／吾等謹此授權“美建”證券有限公司，根據本人／吾等之口頭指示，簽署及發出指示以進行所有本人／吾等證券現金戶口內之提款單或指示以作為本人／吾等名義所發出的支票提款或轉帳至本人／吾等之銀行戶口；及／或簽署本人／吾等在上述戶口內現金股票交易證券之收據。

- 9.1 I / We hereby authorize “Upbest” Securities Company Ltd. according to my / our verbal instruction to sign and execute on my / our behalf the withdrawal slip / instruction in my Securities Cash Account for the withdrawals of monies (cheque to be issued in my / our name and transfer of money to my / our bank account), and / or to sign on my / our behalf on the acknowledgement of receipt of securities of my / our above Cash Account from time to time.
- 9.2 本授權有效期為 12 個月由本信日期起計，受不時修訂之證券及期貨(客戶款項)規則下本人／吾等之續期或當作續期所限。
- 9.2 This authority is valid for a period of 12 months from the date of this letter, subject to my / our renewal or deemed renewal under the Securities and Futures (Client Money) Rules as amended from time to time.
- 9.3 本人／吾等明白如果“美建”於本授權屆滿日期前至少 14 日向本人／吾等發出書面提醒，並且本人／吾等於該屆滿日期不以書面反對本授權之當作續期，即本授權將被當作以與本文載有相同條款及條件於持續情況並無須本人／吾等之書面同意下續期。
- 9.3 I / We understand that this authority shall be deemed to be renewed upon the same terms and conditions contained herein and on a continuing basis without my / our written consent if “Upbest” issues me / us a written reminder at least 14 days prior to the expiry date of this authority, and I / we do not object in writing to such deemed renewal before such expiry date.

10 個人資料(私隱)條例

10 Personal Data (Privacy) Ordinance

本人／吾等確認知悉以下由 美建提供有關個人資料(私隱)條例的內容：

I/We acknowledge the below content about Personal Data (Privacy) Ordinance given by Upbest:

- 10.1 客戶在申請開立或延續戶口，及建立或延續與美建提供之金融服務及其它相關業務時，需要不時向美建提供有關的個人資料。
- 10.1 From time to time, it is necessary for customers to supply Upbest with data in connection with the opening or continuation of accounts, the establishment or continuation of financial services and other connected business.
- 10.2 若客戶未能向美建提供有關的個人資料美建會導致無法處理客戶的業務，開立或或延續戶口，及建立或延續有關上述之服務。
- 10.2 Failure to supply such data may result in Upbest being unable to deal with the business for the customer, open or continue to trade on the accounts or establish or continue financial services.
- 10.3 在客戶與美建的正常業務往來過程中，美建亦會收集到客戶的個人資料。
- 10.3 It is also the case that data are collected from customers in the ordinary course of the business continuation of the transactional relationship.
- 10.4 有關客戶個人資料將可能會用於下列用途：-
- 10.4 The purpose for which data relating to a customer may be used are as follows:-
- (i) 為提供服務和信貸便利給客戶之日常運作；
 - (i) the daily operation of the services and credit facilities provided to customers;
 - (ii) 進行信貸檢查；
 - (ii) conducting credit checks;
 - (iii) 協助其他財務機構進行信貸檢查；
 - (iii) assisting other financial institutions to conduct credit checks;

- (iv) 確保維持客戶的良好信用；
(iv) ensuring ongoing credit worthiness of customers;
- (v) 為客戶設計財務服務或有關產品；
(v) designing financial services or related products for customers' use;
- (vi) 推廣財務服務或有關產品；
(vi) marketing financial services or related products;
- (vii) 確定美建對客戶或客戶對美建的債務；
(vii) determining the amount of indebtedness owed to or by customers;
- (viii) 向客戶及為客戶提供擔保或抵押的人士追收欠款；
(viii) collection of amounts outstanding from customers and those providing securities for customers' obligations;
- (ix) 根據美建須遵守的條例要求作出披露，評估客戶與美建信貸便利；及
(ix) meeting the requirements to make disclosure under the requirement of any law, rules or regulations, assess valuation of credit facilities between Upbest and the customer, and
- (x) 與上述有關的用途。
(x) purposes relating thereto.

10.5 美建有需要把客戶資料保密，但是為第(4)段之目的，美建有可能會把有關個人資料提供給下列各方：

10.5 Data held by Upbest relating to a customer will be kept confidential but Upbest may provide such information to the following parties for the purposes set out in paragraph (4):

- (i) 任何代理人、承包商、或向美建提供行政、電訊、電腦、付款、債務追討或其他與本公司業務有關的服務供應者；
(i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or other services to Upbest in connection with the operation of its business;
- (ii) 任何對美建有保密責任的人，包括對美建之集團內有保密資料承諾的公司；
(ii) any other person under a duty of confidentiality to Upbest including Upbest's group companies which have undertaken to keep such information confidential;
- (iii) 信貸資料服務機構；及
(iii) credit reference agencies; and
- (iv) 任何美建的實在或建議受讓人或參與人或附屬參與人或美建對客戶的受讓人。
(iv) any actual or proposed assignee of Upbest or participant or sub-participant or transferee of Upbest's rights in respect of the customer.

10.6 為符合“2012年個人資料(私隱)(修訂)條例”於2013年4月1日起生效之直接促銷條文，指明用於直接促銷之資料當事人個人資料種類、作促銷之服務、產品及標的類別，以及擬把資料當事人的資料提供予他人作直接促銷用途：

10.6 To comply with the direct marketing provisions of the Personal Data (Privacy) Amendment Ordinance 2012 which has been effected from 1st April 2013, the kinds of personal data of a data subjects used for own direct marketing, the classes of services, products and subjects that may be

marketed and the intention to provide the personal data of a data subject to a third party for direct marketing:

- i. 如美建擬把資料當事人資料用於直接促銷，美建為該用途須獲得資料當事人同意（包括表示不反對）；
- i. Upbest as a data user may not use the data of the data subject in direct marketing unless the data user has received the data subject's consent (including no objection) to the intended use;
- ii. 如資料當事人不希望本公司將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒絕促銷。
- ii. Upbest as a data user may at any time require a data user to cease to use or to provide to third party the data subject's personal data in direct marketing.

10.7 根據條例中的條款，任何人士都有以下的權力：-

10.7 Under and in accordance with the terms of the Ordinance any individual has the right:-

- (i) 審查美建是否持有他本人的個人資料及有權查閱有關的個人資料；
- (i) to check whether Upbest holds data about whom and of access to such data;
- (ii) 要求美建修正有關他本人不準確的個人資料；
- (ii) to require Upbest to correct any data relating to whom which is inaccurate;
- (iii) 查悉美建對於個人資料的政策及實際運用及知會本公司持有關於他的何種資料。
- (iii) to ascertain Upbest's policies and practices in relation to data and to be informed of the kind of personal data held by Upbest.

10.8 根據條例的規定，美建有權就處理任何查閱個人資料的要求收取合理費用。現時美建收取每項查閱費用為港幣 250.00。

10.8 In accordance with the terms of the Ordinance, Upbest has the right to charge a reasonable fee for the processing of any data access request. Currently, the fee payable to Upbest is HK\$250.00 per request.

10.9 任何查閱查閱或更正資料，或關於資料政策及實際應用或資料種類的要求，應向下列人士提出：-

10.9 The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:

The Data Protection Officer Upbest Securities Company Limited 2 nd Floor, Wah Kit Commercial Centre 302 Des Voeux Road Central Hong Kong Telephone: (852) 2545-3298 Fax: (852) 2545-0120	個人資料保護主任 美建證券有限公司 香港德輔道中 302 號 華傑商業中心 2 樓 電話：(852) 2545-3298 電傳：(852) 2545-0120
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本合約不會限制客戶在【個人資料(私隱)條例】下所有享有的所有其他權利。
Nothing in this Agreement shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

(中文翻譯只作參考用途，如中文意義有歧異，以英文本為準)

由 【客戶名稱/姓名】)
簽署)
SIGNED by 【Name of Client】)
)
)
)
)

授權簽名/公司印章
Authorised Signature/Business Chop

見證人
in the presence of

【見證人姓名】
【witness name】

見證人簽名
Witness Signature

由 【美建證券有限公司】)
確認及接受)
)
ACCKNOLEDGED AND)
ACCEPTED BY)
【Upbest Securities Co. Ltd】)

授權簽名/公司印章
Authorised Signature/Business Chop

Verified by: