

Account No. 帳戶號碼：	
Account Name 帳戶姓名：	

Gee Hi International Securities (Hong Kong) Limited

霽海國際證券(香港)有限公司

ASSET MANAGEMENT AGREEMENT

DISCRETIONARY ACCOUNT

資 產 管 理 協 議

全 權 委 託 帳 戶

SECTION I

第一部分

Client Information Statement 客戶資料報表

I. Individual Account 個人戶口

Primary Account Holder 基本戶口持有人

Mr 先生 Mrs 太太 Ms 小姐

English Name 英文姓名：

Chinese Name 中文姓名：

HKID Card 香港身份證號碼 / Passport No. 護照號碼：

Date of Birth (dd/mm/yy) 出生日期 (日/月/年)：

Nationality 國籍：

Residential Address 居住住址：

Years in residence 居住年數：

Type of residence 居所類別：

Live with parents 與父母同住 Self-owned 自置 Mortgaged 按揭 Rented 租住 Others 其他

Correspondence Address

通訊地址： Same as the Residential Address 與居住地址相同

Home Tel 住宅電話：

Mobile 手機：

Fax 傳真：

Email 電郵：

Mailing address 通訊方法： By Post 郵寄 By E-mail 電郵

Language 語言： English 繁體中文 简体中文

Occupation Information 就業資料

Employed 受僱 Self-employed 自僱 Retired 退休 Unemployed 無業

Company Name 公司名稱：

Nature of Business 業務性質：

Position 職位：

Company Address 公司地址：

Office Tel 辦公室電話：

Bank Information 銀行資料

Bank Name 銀行名稱：

Bank Address (for overseas bank only)

Bank Account Name 銀行戶口名稱：

Account No. 戶口號碼：

Currency 貨幣：

FATCA SELF-CERTIFICATION (INDIVIDUAL CLIENT) 海外帳戶稅收合規法案聲明書

The Foreign Account Tax Compliance Act ("FATCA") enacted in the United States of America ("US") become effective 1 July 2014. The new US tax regulations require Hong Kong financial institutions to identify and report US persons to the relevant tax authority. To certify whether you are a US citizen or resident, please complete and sign this self-certification form. Please select the appropriate boxes below: 美國制定的《海外帳戶稅收合規法案》於 2014 年 7 月 1 日起生效。此等新稅務條例要求香港金融機構識別客戶 是否美國公民或居民，並向美國稅務當局匯報。現就此事懇請閣下填妥及簽署此聲明書。請就以下問題填寫合適答案：

1. I certify that I am citizen of the United States of America. 本人聲明本人為美國公民。
 No 否 Yes 是 · My Taxpayer identification no. is 本人之納稅人識別號碼為
2. I certify that I am resident of the United States of America for US federal income tax purposes. (Includes green card holder)
本人聲明本人為美國居民 (包括綠卡持有者)。
 No 否 Yes 是 · My Taxpayer identification no. is 本人之納稅人識別號碼為

I declare that I have examined the information on this self-certification and to the best of my knowledge and belief; it is true, correct, and complete. I will inform your company within 30 days if any information herein becomes incorrect. Client' s. 聲明本人已查閱此聲明之內容，並盡本人所知及確信，聲明內容均屬真實，正確及完整。本人同意如以上聲明有變更，將於 30 日內通知貴公司。

Individual Account Holder' s Signature
個人戶口持有人簽署

Name 姓名：

Date 日期：

I. Corporate Account 公司戶口

Corporate Name 公司名稱: (English 英文) _____

(Chinese 中文) _____

Business Registration No. 商業登記編號: _____ Legal Entity Identifier 法律實體識別編號: _____

Country of Incorporation 註冊成立地點: _____ Certificate of Incorporation No. 公司註冊證書編號: _____

Registered Office 註冊辦事處: _____ Nature of Business 業務性質: _____

Business Address 營業地址: _____

No. of Years in Current Industry 從事現行業年數: _____

Office Tel 辦公室電話: _____ Fax 傳真: _____

Email 電郵: _____

Authorized Capital 法定資本: _____ Paid-up Capital 繳足資本: _____

Information of Contact Person 聯絡人資料 (if different from Securities Account 如與證券戶口不同) :

English Name 英文姓名: _____ Chinese Name 中文姓名: _____

Current Position 現任職位: _____ HKID Card / Passport No.
香港身份證/護照號碼: _____

Office Tel 辦公室電話: _____ Fax 傳真: _____

Mobile 手機: _____ Email 電郵: _____

Shareholders Information (who owns 10% or above of the Corporate shares) 股東資料 (擁有 10%或以上持股量)

Name 姓名	HKID / Passport No. 香港身份證/護照號碼	Shareholdings 持股量
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank Information 銀行資料

Bank Name 銀行名稱: _____

Bank Address (for overseas bank only) _____

Bank Account Name 銀行戶口名稱: _____

Account No. 戶口號碼: _____ Currency 貨幣: _____

CORPORATE BOARD RESOLUTION 公司決議

We hereby certify that the following board resolutions have been passed by the Board of Directors of _____ ("the Company") at a Meeting of the Board duly convened and held at _____ on _____ at which a quorum was presented and acted throughout in accordance with the Articles of the Company and have been duly recorded in the Minutes Book of the Company without amendment and that the same are now in full force and effect.

公司茲確認，下列決議案經 _____ (下稱「公司」) 董事會於 _____ 年 _____ 月 _____ 日，在 _____ 正式召開之董事局會議通過，該會議自始至終按照公司章程規定維持足夠法定人數，保持並載入公司之會議記錄冊內，而該決議案未有被修訂，並且正全面執行及生效。

IT WAS RESOLVED 決議通過：

1. THAT an Asset Management Discretionary Account (the "Account") be opened with Gee Hi International Securities (Hong Kong) Limited . 於豐海國際證券(香港)有限公司開立資產管理全權委託帳戶 (下稱「帳戶」)。
2. THAT a client services agreement ("the Agreement") was tabled in the meeting and the terms set out in the Agreement and the particulars in connection with the opening of the Account were approved and adopted in all aspects and as amended from time to time. 客戶服務協議書 (下稱「協議書」) 已於會議中傳閱協議書中的條款與開立帳戶有關的詳情已獲批准，其全部及不時之修改亦已採納。
3. THAT any director of the Company and/or each of the following persons (each an Authorized Person) has the power to do any and all of the following: 任何公司董事及/或每一下列人士 (每一授權人) 有權作任何及全部下述行為：

Name 姓名	Position 職位	HKID Card / Passport No. 香港身份證/護照號碼	Specimen Signature 簽名式樣
_____	_____	_____	_____
_____	_____	_____	_____

- i. To sign any document in connection with the opening of the Account(s) and to deliver the signed original to The Broker; 簽署任何與開立該帳戶有關的文件並把正本送達經紀；
 - ii. To give written instructions to The Broker with respect to securities trading transactions; 向經紀發出有關證券交易的書面指令；
 - iii. To bind and commit the Company to any contract, arrangement or transaction entered into with or through The Broker for and on behalf of the Company; 致使公司予以約束及承諾履行其代表公司與或透過經紀所訂立的任何合約、安排或交易；
 - iv. To receive requests and demands for additional margin, notices of intention to sell or purchase and other notices and demands of whatever character; 收取索取支付額外保證金通知，買賣意圖通知或任何其他性質的通知或要求；
 - v. To deliver any amount of any agreed money or securities to The Broker and to authorize the transfer or delivery of any amount or any money or securities to any other person; 交付任何金額及任何相互同意之貨幣或證券至經紀及授權轉帳或交付任何金額及任何貨幣或證券予任何其他人士；
 - vi. To settle, compromise, adjust and give releases in connection with any such Account with respect to any and all claims, disputes and controversies; 就有關此帳戶的任何及所有索償，糾紛及衝突，進行解決、和解、調整或給予對方豁免；
 - vii. To do and take any and all action necessary in connection with the Account. 進行及採取任何及/或全部與帳戶有關的所需行動。
4. THAT these Resolutions shall remain in force, and that The Broker shall be entitled to rely on the same until an amending resolution shall be passed and has been received by The Broker. 此決議將維持有效，而經紀有權依賴此決議直至修訂決議通過及被經紀接獲。

Signature of Chairman 會議主席: _____

Name 姓名: _____

Date 日期: _____

FATCA SELF-CERTIFICATION (Corporate Account) 海外帳戶稅收合規法案聲明書(公司戶口)

The Foreign Account Tax Compliance Act ("FATCA") enacted in the United States of America ("US") become effective 1 July 2014. The new US tax regulations require Hong Kong financial institutions to identify and report US persons to the relevant tax authority. To certify whether you are a US citizen or resident, please complete and sign this self-certification form. Please select the appropriate boxes below:

美國制定的《海外帳戶稅收合規法案》於 2014 年 7 月 1 日起生效。此等新稅務條例要求香港金融機構識別客戶 是否美國公民或居民，並向美國稅務當局匯報。現就此事懇請閣下填妥及簽署此聲明書。請就以下問題填寫合適答案:

1. I certify that our company is registered in United States of America.

本人聲明本公司為美國註冊公司。

No 否 Yes 是 · Please ref to form W-9BEN 請填寫#W-9BEN 之表格。

2. I certify that shareholders in our company are citizen of the United States of America.

本人聲明本公司之股東為美國公民。

No 否 Yes 是 · Please ref to form W-8BEN 請填寫#W-8BEN 之表格。

3. I certify that shareholders in our company are resident of the United States of America for US federal income tax purposes. (Includes green card holder)

本人聲明本公司之股東為美國居民 (包括綠卡持有者)。

No 否 Yes 是 · Please ref to form W-8BEN 請填寫#W-8BEN 之表格。

I declare that I have examined the information on this self-certification and to the best of my knowledge and belief; it is true, correct, and complete. I will inform your company within 30 days if any information herein becomes incorrect.

Client' s.

聲明本人已查閱此聲明之內容，並盡本人所知及確信，聲明內容均屬真實，正確及完整。本人同意如以上聲明有變更，將於 30 日內通知貴公司。

SECTION II

第二部分

Client Investment Suitability Classification 投資屬性分類問卷

The following questionnaire is designed to help you consider your attitude toward investment risk. It asks questions which provide some indication of the overall general attitude toward risk for a typical investor displaying your personal investment characteristics. It may not match your actual attitude toward investment risk, but it indicates the profile you fit into. Please refer to Client Declaration. Please tick the appropriate boxes.

以下問卷為協助閣下考慮對投資風險的取向而設。問題涉及典型投資者對風險的整體取向，顯示閣下的個人投資特色。結果未必配對閣下對投資風險的實際取向，但顯示閣下屬於的類別。請參閱客戶聲明。請於適當空格填上「✓」號。

<p>1. How many years of investment experience do you have? 請問閣下累積的投資經驗有幾多年？</p> <p>A. <input type="checkbox"/> None 完全沒有經驗(2分) B. <input type="checkbox"/> 1-3 years 年(4分) C. <input type="checkbox"/> 4-6 years 年(6分) D. <input type="checkbox"/> 7-9 years 年(8分) E. <input type="checkbox"/> 10 years or above 年或以上(10分)</p>	<p>6. When you invest, what is your main concern? 請問閣下作出投資時，甚麼是主要考慮因素？</p> <p>A. <input type="checkbox"/> Maintain high liquidity of assets 保持資金高流動性(2分) B. <input type="checkbox"/> Secure principal protection 保本(4分) C. <input type="checkbox"/> Earn fixed interest income 賺取定息收益(6分) D. <input type="checkbox"/> Earn capital gain and interest 賺取資本收益及利息(8分) E. <input type="checkbox"/> Maximize absolute return 盡量提高絕對回報(10分)</p>
<p>2. Which of the below investment portfolios with particular risk and return do you prefer? 閣下偏向以下哪類風險及回報的投資組合？</p> <p>A. <input type="checkbox"/> No idea 沒有概念(2分) B. <input type="checkbox"/> Absolute low risk investment strategy + secure principal protection 絕對低度風險投資組合 + 穩健保本(4分) C. <input type="checkbox"/> Low risk investment strategy + low return 低度風險投資組合 + 低度回報(6分) D. <input type="checkbox"/> Medium risk investment strategy + medium return 中度風險投資組合 + 中度回報(8分) E. <input type="checkbox"/> High risk investment strategy + high return 高度風險投資組合 + 高回報(10分)</p>	<p>7. If your investment holding exceeds the preset stop-loss or limit-selling price, which of the following action would you adopt? 如果閣下持有的投資已超過預設止蝕或止賺價，閣下會採取下列哪種行動？</p> <p>A. <input type="checkbox"/> Hold until fully recovered or stop in price-rising 持有直至回本或漲停為止(2分) B. <input type="checkbox"/> Sell half or more 先賣出一半或以上持倉(4分) C. <input type="checkbox"/> Sell not more than half 先賣出一半以內持倉(6分) D. <input type="checkbox"/> Hold and observe 持有及觀望(8分) E. <input type="checkbox"/> Sell out immediately 即時賣出所有持倉(10分)</p>
<p>3. If you have HK\$1 million investment portfolio, what is the extent as to the fall you can bear? 如果閣下有100萬港元之投資組合，閣下能承受最大本金下跌幅度為何？</p> <p>A. <input type="checkbox"/> 0%(2分) B. <input type="checkbox"/> -5%(4分) C. <input type="checkbox"/> -10%(6分) D. <input type="checkbox"/> -15%(8分) E. <input type="checkbox"/> -20% or above 或以上(10分)</p>	<p>8. What is your expected average annual return when you consider selling out your investment portfolio? 當閣下的投資組合預期平均年度回報達到多少才會考慮賣出？</p> <p>A. <input type="checkbox"/> 5%(2分) B. <input type="checkbox"/> 10%(4分) C. <input type="checkbox"/> 15%(6分) D. <input type="checkbox"/> 20%(8分) E. <input type="checkbox"/> over 25%以上(10分)</p>
<p>4. What percentage of your assets will be put in investments with higher risk (e.g. warrants, futures, etc.)? 閣下會把多少比例的資產投資於較高風險的產品上(如：認股權證、期貨等)？</p> <p>A. <input type="checkbox"/> Less than 少於10%(2分) B. <input type="checkbox"/> Between 10 to 至30%(4分) C. <input type="checkbox"/> Between 30 to 至50%(6分) D. <input type="checkbox"/> Between 50 to 至70%(8分) E. <input type="checkbox"/> More than 多於70%(10分)</p>	<p>9. How often do you review your current investment portfolio? 閣下習慣多久翻查一次自己的投資組合？</p> <p>A. <input type="checkbox"/> Irregularly 無定期(2分) B. <input type="checkbox"/> Quarterly 約每季一次(4分) C. <input type="checkbox"/> Monthly 約每月一次(6分) D. <input type="checkbox"/> Weekly 約每週一次(8分) E. <input type="checkbox"/> Daily 每天(10分)</p>
<p>5. Assuming there are two investment products A & B, Product A has an average return of 3% in the past few years with lower fluctuation while Product B has an average return of 10% in the past few years but high fluctuation. If you have a lump sum for investment, what is your investment allocation? 假設有兩項投資產品A與B： 產品A過去幾年的平均回報為3%，而波幅較低；產品B過去幾年的平均回報為10%，但波幅較高。 倘若閣下有一筆款項可供投資，閣下將如何予以分配：</p> <p>A. <input type="checkbox"/> All in Product A 全部投資於產品A(2分) B. <input type="checkbox"/> 80% in A, 20% in B 80%投資於A，20%投資於B(4分) C. <input type="checkbox"/> 50% in A, 50% in B 50%投資於A，50%投資於B(6分) D. <input type="checkbox"/> 20% in A, 80% in B 20%投資於A，80%投資於B(8分) E. <input type="checkbox"/> All in Product B 全部投資於產品B(10分)</p>	<p>10. What is your investment experience? (can choose more than one) 請問閣下曾投資過甚麼產品？(可選多項)</p> <p>A. <input type="checkbox"/> Deposit-linked products / currency fund 存款掛鈎產品或貨幣基金(2分) B. <input type="checkbox"/> Bond or bond fund 債券或債券型基金(4分) C. <input type="checkbox"/> Equity or equity fund 股票或股票型基金(6分) D. <input type="checkbox"/> Structured product: e.g. linked note 結構型商品：如掛鈎債券(8分) E. <input type="checkbox"/> Options or futures 期權或期貨(10分)</p>

Client Investment Suitability Classification 客戶投資屬性分類：

Result 評估結果	20 ≤ Marks 得分 ≤ 40	40 < Marks 得分 ≤ 70	70 < Marks 得分 ≤ 100
Client Investment Suitability	<input type="checkbox"/> Conservative 保守型	<input type="checkbox"/> Balanced 平衡型	<input type="checkbox"/> Aggressive 進取型

Explanatory Note 註釋

Aggressive 進取型 Where the Client is assessed as Aggressive type, the Client shall be considered to be capable of tolerating high level of investment risk and is suitable to make investment in products with high level of volatility. 當客戶被評估為進取型，客戶將被視作可承受高風險投資及適合投資波動幅度高的產品。

Balanced 平衡型 In the event of the Client being assessed as Balanced type, the Client shall be taken as being capable of absorbing medium level of investment risk and is suitable to make investment in products with medium level of volatility. 當客戶被評定為平衡型，客戶將被視作可吸納中度風險投資及適合投資波動幅度中等的產品。

Conservative 保守型 When the Client is assessed as Conservative type, the Client shall be considered to be capable of undertaking low level of investment risk and products with low level of volatility is suitable to the Client. 當客戶被評定為保守型，客戶將被視作可承擔低度風險投資及具低等波動幅度的投資產品會適合於此類型客戶。

CLIENT DECLARATION 客戶聲明

1. I/We confirm and acknowledge that the above questionnaire is completed by me/us personally and on our own judgment and the completion thereof is not relied on any representation from you. 本人/吾等確認及承認，本人/吾等親身及依賴自身的判斷完成上述問卷，而並非依賴貴司的任何陳述。
2. I/We further confirm and acknowledge that I/we have been given adequate time to consider and review the options set out in the above questionnaire before its completion. 本人/吾等進一步確認及承認，本人/吾等於完成上述問卷前已被給予足夠的時間去考慮及檢視上述問卷的選項。
3. I/We undertake to notify you forthwith in the event that the above options selected no longer represent my/our true, accurate and updated circumstances. 本人/吾等承諾，當上述被勾選的選項不再代表本人/吾等的真實、確切及最新的情況時，本人/吾等會即時通知貴司。

Account Holder 's Signature

戶口持有人簽署

Name 姓名 _____

Date 日期 _____

SECTION III

第三部分

Asset Management Discretionary Account Agreement 資產管理全權委託帳戶協議書

Account Name 帳戶名稱: _____

Account Number 帳戶號碼: _____

In consideration of Gee Hi International Securities (Hong Kong) Limited (the "Company") of Unit 03, 22/F, OfficePlus@Wan Chai, 303 Hennessy Road, Wanchai, Hong Kong , a Licensed Corporation (CE No. BTO330) licensed with the Securities and Futures Commission in respect of carrying on the regulated activities of Dealing in Securities (Type 1), Advising on Securities (Type 4) and Asset Management (Type 9) agreeing to allow the Client stated above (the "Client") to open one or more discretionary accounts with the Company and providing services to the Client in connection with asset management, the Client HEREBY AGREES that all Transactions executed by the Company for any Account shall be subject to the Securities Client Service and Asset Management Discretionary Account Agreement (including without limitation the General Terms and Conditions and the Additional Terms applicable to the services provided by the Company) as amended from time to time and notified to the Client. the Company' s current provisions of the Agreement are hereinafter set out:

霽海國際證券(香港)有限公司(「本公司」)·其地址為香港灣仔軒尼斯道 303 號協成行中心 2203 室·於證券及期貨事務監察委員會註冊為持牌法團(中央編號 BTO330)·並可從事證券交易(第 1 類)、就證券提供意見(第 4 類)及提供資產管理(第 9 類)之受規管活動)·鑒於本公司同意讓以上列明之客戶(「客戶」)在本公司開立一個或多於一個全權委託帳戶·並分別向客戶提供資產管理的服務·而客戶特此同意·本公司就任何有關帳戶而執行的一切該等交易須受證券客戶服務及資產管理全權委託帳戶協議(經不時修訂並通知客戶)的規限·其中包括並不限於一般條款及就本公司提供有關服務而適用之附加條款·本公司的現行資產管理全權委託帳戶協議列載如下:

1 Definitions 釋義

1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall bear the following meanings:

在本協議中·除文義另有所指外·以下各詞和用語應具有下列涵意:

"Account" 「帳戶」	the account opened and maintained by the Client with the Company, particulars of which are specified in the Client Information Statement which shall be managed and supervised by the Company on a discretionary basis; 向本公司開立並須由本公司全權管理及監管之帳戶·有關詳情列明於客戶資料報表內;
"Client Information Statement" 「客戶資料報表」	the account opening form which contains the particulars and other necessary information of the Client and the Account; 載有客戶及帳戶之詳細資料及其他所需資料之開戶表格;
"Agreement" 「協議」	the agreement made between the Company and the Client comprising the Client Information Statement and the Terms and Conditions contained herein as the same may from time to time be varied, supplemented and / or amended in writing; 本公司與客戶訂立之資產管理全權委託帳戶協議·包括客戶資料報表及本協議所載之條款及條件·可由本公司與客戶不時經書面修改、補充及 / 或修訂;
"Company" 「本公司」	Gee Hi International Securities (Hong Kong) Limited (CE Number: BTO330), a limited company incorporated in Hong Kong with current principal place of business in Hong Kong and is licensed to conduct Type 1, 4 and 9 regulated activity under the SFO; 霽海國際證券(香港)有限公司(中央編號 BTO330)·於香港註冊成立之有限公司·現時之主要營業地點位於香港·根據證券及期貨條例獲發牌從事第 1·4 及 9 類受規管活動;
"Client" 「客戶」	the party whose particulars are specified in the Client Information Statement; 客戶資料報表內列明其詳細資料之人士;
"Effective Date" 「生效日期」	the date on which the Company approves the opening of the Account by the Client; 本公司批准客戶開立帳戶之日期;
"Hong Kong" 「香港」	the Hong Kong Special Administrative Region of the People' s Republic of China; 中華人民共和國香港特別行政區;

<p>“Investment Assets” 「投資資產」</p>	<p>(i) all cash and investments of the portfolio initially assigned to the Company by the Client, plus 客戶初步指配給本公司之投資組合之所有現金及投資。連同</p> <p>(ii) all investments, reinvestments and proceeds of the sale thereof, including, without limitation to, all dividends and interest on investments, and all appreciations thereof and additions thereto less depreciations thereof and withdrawals therefrom; 所有投資、再投資及其出售所得款項。包括但不限於來自投資之所有股息及利息。以及其所有升值及增添額。再減去其貶值及提取額；</p>
<p>“Parties” 「訂約方」</p>	<p>the Client and the Company and “Party” means either of them; 客戶及本公司或其中一方；及</p>
<p>“SFO” 「證券及期貨條例」</p>	<p>Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). 香港法例第 571 章證券及期貨條例</p>

- 1.2 Words importing the singular herein include the plural and vice-versa and words importing a gender include every gender and references to persons include individuals, firms, companies and corporations.
- 1.3 Unless otherwise stated, references to Clauses, Sub-clauses, Appendix and Schedule shall be construed as references to the clauses, sub-clauses, appendix and schedule of this Agreement. The headings and table of contents in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

2 Authorization to the Company

- 2.1 Subject to Clause 4, the Company shall have full and sole discretionary authority to manage the Account from the Effective Date. The Company shall supervise and direct the investment of the Account through its own employees or employees of one or more of its affiliates that are qualified to act as an investment adviser under the applicable laws and regulations provided that (i) all persons, when providing services hereunder, are functioning as part of an organized group of persons, and (ii) such organized group of persons is managed at all times by authorized officers of the Company. The Company is hereby duly authorized, without prior approval of or notice to Client, to:
- (a) make and implement all investment decisions;
- (b) subscribe for, buy, sell (including selling short), exchange, convert and otherwise trade in any stocks, bonds and other financial instruments on cash or margin basis or to borrow or lend securities through any broker and to give authority and / or direction to such broker in the management of the Account on a discretionary basis;
- (c) select, appoint or employ agent, sub-agents, nominees, brokers, dealers, custodians and subcustodians, depositories, advisors, bankers, attorneys, managers, intermediaries, underwriters and any of its affiliates or associates (collectively the “Agents”) as the Company may in its sole and absolute discretion deem fit and delegate to any such Agents the Company’s obligations to the Client and exercise of the Company’s rights, powers and authorities under this Agreement and any other further or other mandates, instructions, authorities, arrangements or agreements entered into, whether pursuant to this Agreement or otherwise, between the Company and the Client from time to time;
- (d) to furnish to the Agents evidence of the Company’s authority to act as investment adviser including the Client’s name, when the Company deems appropriate and to open, establish and maintain accounts at, and to place orders for the execution of such transactions with or through, any of the Agents; and
- (e) make and execute any and all such documents and to take any action which the Company deems necessary, appropriate or desirable to carry out its duties hereunder in connection with the management of the Account.
- 2.2 In this Agreement, “Investment” means (i) stocks, shares, units in unit trust and other equity securities, (ii) bonds, notes and other debt securities, (iii) spot and forward contracts, options, warrants, futures, contracts for differences, swaps, exchanges and derivatives (whether or not linked or related in any way to the foregoing or to any moneys, index or other asset, property or item) and (iv) other investment of any kind whatsoever, in each case whether listed or unlisted, traded or not traded on any exchange or market, privately placed or publicly offered and whether or not constituted, evidenced or represented by a certificate or other document (bearer, negotiable or otherwise) or by an entry in the books of an issuer, a clearing house, a depository, a custodian or any other person, together with rights against any issuer, clearing house, depository, custody or other person in respect of any of the foregoing and other rights, benefits and proceeds in relation to any of the foregoing.

3 The Account

- 3.1 The Account shall be maintained as a separate account and designated for investment, management and supervision by the Company. The Account shall consist of the Investment Assets. Client shall (i) enter into a separate securities agreement with Gee Hi International Securities (Hong Kong) Limited respectively and (ii) pay for the services of the Gee Hi International Securities which shall (a) have custody of the assets of the Account and (b) be responsible for payment to or delivery by the Account of all cash and / or securities due to or from the Account in connection with transactions directed by the Company, as well as (c) the allocation of interest, dividends, distributions and other income attributed to the Investment Assets and any other applicable fee, expenses and charges payable to the Agents.
- 3.2 All transactions relating to the Account shall be conducted exclusively by or through the Company. The Company shall place orders directly with the Brokers for execution of transactions authorized by this Agreement with respect to the

- 1.2 本協議所有具有單數含義之字眼包括其眾數。反之亦然；具有性別含義之字眼包括每一性別；而對人士之提述包括個人、商號、公司及法團。

- 1.3 除另有指明外，對條款、次條款、附錄及附表之提述須詮釋為對本協議之條款、次條款、附錄及附表之提述。本協議之標題及目錄僅為方便閱覽而載入，於詮釋本協議時將會從略。

2 本公司所獲授權

- 2.1 在條款第 4 條之規限下，由生效日期起，本公司具有全面及唯一全權管理帳戶。本公司將透過其本身僱員或其一間或多間聯屬公司之僱員監管及指示帳戶之投資。根據適用法例及規例，該僱員乃符合資格擔任投資顧問。惟 (i) 於根據本協議提供服務時，所有人士均作為一群有組織人士之其中一員行使職能，而 (ii) 該群有組織人士於所有情況下均由本公司之授權之指定職員管理。在無需事先獲得客戶批准或事先通知客戶之情況下，本公司獲正式授權：
- (a) 作出及執行所有投資決策；
- (b) 以現金或保證金認購、買入、賣出 (包括沽空)、交換、兌換及以其他方式買賣任何股份、債券及其他金融工具或透過任何經紀借入或借出證券，並全權向該經紀給予管理帳戶之授權及 / 或指示；
- (c) 本公司以其唯一及絕對酌情權認為合適地挑選、委任或聘用代理人、次代理人、代名人、經紀、交易商、託管人及次託管人、存管處、顧問、銀行、律師、經理、中介人、包銷商及其任何聯屬公司或關聯公司 (統稱「代理人」)，並轉委本公司對客戶之責任予任何有關代理人，使其可行使本公司於本協議下之權利、權力及授權以及本公司與客戶不時訂立 (不論根據本協議或其他協議) 之任何其他進一步或其他指令、指示、授權、安排或協議；
- (d) 向代理人提交本公司擔任投資顧問之授權憑證，包括客戶姓名 (當本公司認為合適時)，並向任何代理人開立、設立及持有帳戶及發出與任何代理人或透過任何代理人進行有關交易之指令；
- (e) 編製及簽署任何及所有有關文件及採取本公司認為就履行其於本協議下有關管理帳戶之職責屬必要、合適或合宜之任何行動。
- 2.2 於本協議內，「投資」指 (i) 股份、股票、單位信託之單位及其他股本證券，(ii) 債券、票據及其他債務證券，(iii) 現貨及遠期合約、期權、認股權證、期貨、差價合約、掉期、外匯及衍生工具 (不論是否與前述各項或任何貨幣、指數或其他資產、財產或項目掛鉤或有任何形式之關連) 及 (iv) 其他任何類別之投資，而不論上市或非上市、有否於任何交易所或市場買賣、私人配售或公開發售及不論是否由一份證明書或其他文件 (不記名、可轉讓或其他類別) 或由發行人、結算所、存管處、託管人或任何其他人士之帳面紀錄組成、證明或代表，連帶對任何發行人、結算所、存管處、託管人或有關任何前述各項之其他人士以及有關任何前述各項之其他權利、利益及收益。

3 帳戶

- 3.1 帳戶須以獨立帳戶形式持有，並特別為由本公司投資、管理及監管而設。帳戶須包括投資資產。客戶須 (i) 與豐海國際證券(香港)

- Account and all such transactions shall be carried out through the Brokers.
- 3.3 Client shall direct the Brokers appointed by the Company to accept settlement instructions issued by persons designated by the Company for the Account.
 - 3.4 The Company shall instruct the Brokers to forward to the Company copies of all confirmations promptly after execution of transactions relating to the Account.
 - 3.5 Client may add funds to the Account upon the approval of the Company and withdraw funds from the Account on a **15 days** prior written notice.
 - 3.6 The Company may decline to accept or act upon any instruction or other communication of the Client which it reasonably believes not to be in accordance with the provisions of this Agreement or if it reasonably considers that compliance with such instruction would be impracticable. The Company shall have no obligation to enquire or investigate the genuineness or authenticity of any instruction given by the Client or to clarify or confirm any such instruction, and the Client shall bear all risks arising directly or indirectly from any instructions.
 - 3.7 Client undertakes to notify the Company of any change of the Client's information or particulars specified in the Client Information Statement not later than 24 hours after such change has occurred.
 - 3.8 The Company shall notify the Client in the event of any change of the Terms and Conditions of this Agreement.
 - 3.9 Subject to applicable laws and regulations, including best execution and prompt and fair allocation requirements, the Company may aggregate the orders made on behalf of the Client with its own orders or with those of its other clients and may allocate bought or sold orders amongst its clients and itself in such a way as it thinks fit. Such aggregation and / or allocation may on some occasions operate to the Client's advantage and on other occasions to the Client's disadvantage.
 - 3.10 Nothing in this Agreement shall limit or restrict the Company or any of its affiliates from buying, selling or trading in any securities or other financial instruments for its or their own account or accounts. The Client acknowledges that the Company, its affiliates and its other clients may at any time, acquire, increase, decrease or dispose of positions in investments which are at the same time being acquired or disposed of for the account of the Client. Neither the Company nor any of its affiliates shall be liable to account to the Client for any profit, commission or remuneration arising out of or in connection with such transactions.

4 Investment Objectives, Policies and Restrictions

- 4.1 Client shall inform the Company of its investment objectives, policies and restrictions before the Company can operate the Account in accordance with this Agreement. Client undertakes to notify the Company immediately in writing of any changes of such investment objectives, policies and restrictions and in particular restrictions prescribed under (i) applicable laws or regulations, (ii) rules, orders or judgments of any court, regulatory authority or other governmental body or (iii) any provision of any contract or instrument purporting to bind Client or the Company. Unless the Client notifies the Company of specific restrictions, the investment made on behalf of the Account shall be deemed not to be restricted under the current or future laws of any applicable jurisdiction. Any changes of the Account's investment objectives, policies or restrictions shall become effective upon the Company's written acceptance thereof.

5 Company Philosophy, Discipline, Process Disclosures

5.1 Risk, Reward and Portfolio Characteristics

The Client acknowledges that it has discussed with the Company and its representatives the investment philosophy, discipline and process that will be used in managing the Account. The Client understands that the risk / reward characteristics of companies will be the most important factor in deciding what investments are made in their portfolio. Additionally, risk and reward characteristics will also affect what percentage or position the Company will take in the Client's portfolio in a particular company.

5.2 Dollar Cost Averaging

The Client understands that the Company will use the investment strategy of dollar cost averaging in the Client's account. Therefore the Client is aware that the Company may buy or sell the same company in Client's portfolio over several trade orders creating an average buy and sell price for the position. As part of this process, subsequent trades may be at higher prices or lower prices than the original buy or sell order.

有限公司「寰海國際證券」訂立獨立證券交易協議，(ii) 並就寰海國際證券提供之服務支付費用。本公司將(a)保管帳戶之資產及(b)負責向帳戶支付或由帳戶交付所有與寰海國際證券管理指示之交易有關之帳戶應收或應付之現金及 / 或證券，以及(c)分配利息、股息、分派及其他投資資產應佔之其他收入及任何其他應付代理人之適用費用、支出及開支。

- 3.2 所有有關帳戶之交易專由本公司進行或透過本公司進行。本公司將直接向經紀發出進行本協議授權有關帳戶之交易之指令，而所有有關交易須透過經紀進行。
- 3.3 客戶須指示獲本公司委任之經紀接納本公司就帳戶指定之人士發出之結算指示。
- 3.4 本公司須指示經紀於進行有關帳戶之交易後隨即轉寄所有確認書副本予本公司。
- 3.5 客戶可於獲得本公司批准後增加資金至帳戶及於發出**十五日**事先書面通知後自帳戶中提取資金。
- 3.6 本公司在合理地相信客戶之指示並不符合本協議之條文或合理認為遵照該等指示乃屬不切實際之情況下，可拒絕接納或執行有關指示或其他通訊。本公司並無責任查詢或調查客戶發出任何指示之真實性或真確性或澄清或確認任何有關指示，而客戶須承擔由任何指示直接或間接產生之所有風險。
- 3.7 客戶承諾與客戶資料報表內列明之客戶資料及詳細資料出現任何變更後之二十四小時內知會本公司。
- 3.8 倘本協議之條款及條件有任何變更，本公司須通知客戶。
- 3.9 於適用法例及規例之規限下，包括按最佳條件執行及即時及公平分配規定，本公司可彙集代客戶作出之指令及其本身指令或本公司其他客戶之指令，並可以其認為合適之方式於其客戶及其本身中分配買入或賣出指令。於若干情況下，進行有關彙集及 / 或分配可能有利於客戶，而在其他情況下則或會不利於客戶。
- 3.10 本協議概無規限或限制本公司或其任何聯屬公司就其或彼等本身之帳戶買入、賣出或買賣任何證券或其他金融工具。客戶確認本公司、其聯屬公司及其其他客戶可隨時購入、增加、減少或出售投資之持倉（同時就客戶之帳戶購入或出售該等持倉）。本公司及其任何聯屬公司均無需負責就任何因該等交易所產生或與該等交易有關之溢利、佣金或酬金向客戶作出解釋。

4 投資目標、方針及限制

- 4.1 客戶須於本公司根據本協議管理帳戶前知會本公司其投資目標、方針及限制。客戶承諾立即書面通知本公司有關該等投資目標、方針及限制之變更，尤其是根據 (i) 適用法例及規例、(ii) 任何法院、監管機關或其他政府機關之規則、頒令或判決或 (iii) 本意為約束客戶或本公司之任何合約或文據之任何條文所訂明之限制。除非客戶根據上述條文通知本公司有關特定限制，否則代表帳戶所作出之投資將不會被視為於任何適用司法權區之現行或未來法例而受到限制。帳戶之投資目標、方針或限制之任何更改將於本公司發出書面接納有關更改後生效。

5 公司理念、紀律及流程披露

- 5.1 風險、回報及投資組合之特色客戶確認已與本公司及其代表討論將用於管理帳戶時採用之投資理念、紀律及流程。客戶明白公司之風險 / 回報特色對決定其投資組合內之投資選擇最為重要。此外，風險及回報特色亦將影響本公司決定某特定公司於客戶投資組合中之持倉比例。
- 5.2 平均成本投資法
客戶明白本公司將於客戶之帳戶採用平均成本投資策略，因此客戶瞭解本公司可能於進行數宗交易後在客戶之投資組合中買入或沽出同一間公司，藉以產生持倉之買賣平均價。作為該流程之一部分，隨後進行之交易可能以較原來買入或沽出指令為高或低之價格。客戶瞭解本公司可能於進行數宗交易後在客戶之投資組合中買入或沽出同一間公司，藉以產生持倉之買賣平均價。作為該流程之一部分，隨後進行之交易可能以較原來買入或沽出指令為高或低之價格。

5.3 Time To Get Fully Invested

The Client is aware that in normal markets it may take between 6 to 9 months to get the Client's portfolio fully invested. Fully invested as defined by the Company is somewhere above 80% invested in equities. Additionally, the Client acknowledges that there are times due to fluctuating market conditions that this investment process can be shorter than average, meaning less than 3 months, or it could take significantly longer than average, meaning more than 12 months, to reach the Company's definition of fully invested.

5.4 Investment Time Horizon

The Client understands that while contractually the Client can cancel this Agreement at any time, the money that the Client is hiring the Company to manage has a long-term investment time horizon. The Client acknowledges that in order to receive the maximum benefit of common stocks the Client's investment time horizon should be a minimum of 3 to 5 years or more, unless otherwise stated and the money entrusted with the Company hereunder is not supposed to be cash for supporting the daily or recurrent expenditure of the Client in the initial 5 years and thus any cash withdrawal during such period is not recommended.

5.5 Cash Positions

The Client understands that the Company will typically have some cash or equivalent positions in the Client's portfolio at all times. Unless there are specific requirements by the client, the variance in portfolio cash positions is mainly related to the availability of appropriate investment opportunities. Patience, discipline, and execution have been the cornerstone to the Company's long-term success.

6 Fees and Charges

6.1 Client agrees to pay the Company the investment management-related fees as set out in Schedule A which may be amended from time to time by the Company upon prior notice, together with all expenses paid or incurred by the Company including without limitation to all applicable fees, charges and expenses payable to the Agents or Brokers. If the Agents or Brokers is the Company's group member, Client hereby authorizes the Company to demand such Agents or Brokers to pay all the aforementioned investment management-related fees, charges, expenses or any applicable taxes which may be payable as a result of the management of the Account from the account(s) opened with the Client and transfer the said investment management-related fees to the company if they have not been settled by the Client.

7 Rebates and Soft Dollar Arrangements

7.1 Subject to the applicable laws and regulations, the Company and its connected persons may receive from the Brokers or Agents and any other persons through whom the sale and purchase of investments for the Client are carried out (i) any cash or money rebates arising out of such investments and (ii) such goods and services and other soft dollar benefits which are of demonstrable benefit to the Client. These services may include, but without limitation to, research and analysis of the relative merits of individual shares of markets or the use of data and quotation services and other information facilities.

7.2 In all cases where cash or money rebates or goods and services and other soft dollar benefits are retained by the Company or any of its connected persons, the Company or such connected persons, as the case may be, shall ensure that (i) transaction execution is consistent with best execution standards, (ii) any brokerage borne by the Client does not exceed customary institutional full services brokerage rates for such transactions and (iii) disclosure of the rebate and their approximate value is made to the Client.

8 Voting Rights

The Company or its agent may at any time exercise voting rights with respect to the Investment Assets at its / their discretion and without consent from the Client, but subject to any specific written voting instructions given by the Client as beneficial owner of such assets.

9 Valuation

9.1 The Company may use such standard third party pricing services as it deems appropriate in calculating the market value of the Investment Assets. In making such calculation, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Company to reflect its fair market value.

5.3 全面投資之時間 客戶瞭解其投資組合於一般市場可需時六至九個月方可達到全面投資客戶投資組合之成果。本公司對全面投資之定義為於股本之投資額達 80%以上。此外，客戶亦確認有時由於市況波動，令此投資流程可能較平均時間為短（即少於三個月），或顯著較平均時間為長（即超過十二個月），才達致本公司全面投資之定義。

5.4 投資期限 客戶明白雖然其可隨時在合約上取消本協議，但客戶委聘本公司管理之款項具長期投資之時期。客戶確認 為求從一般股份獲得最大利益，除另有指明外，其投資時期最短應為三至五年或以上。於本協議所述之首五年內客戶委託本公司管理之款項已假定不作為支持日常生活或經常性開支，因此本公司不建議客戶於該段時期提取任何款項。

5.4 現金狀況 客戶明白本公司在客戶投資組合中一般備有若干手頭現金或現金等同物。除非客戶有特定要求，投資組合中現金狀況之變化主要與適當投資機會之存在性有關。

6 收費及費用

6.1 客戶同意向本公司支付載於附表甲之有關投資管理 費用及本公司已支付或引起之所有開支，包括但不 限於應付予代理人或經紀之所有適用收費、費用及 開支。上述之有關投資管理費用可不時由本公司於 作出事先通知後加以修訂。倘若代理人或經紀是本公司之集團成員，客戶在此授權本公司要求該代理人或經紀於其與客戶開設之帳戶支付前述所有有關投資管理費用、費用、開支或因管理帳戶而可能繳 付之任何適用稅項並轉撥上述之有關投資管理費用 予本公司（倘客戶尚未支付該等費用或稅項）。

7 回佣及非金錢利益安排

7.1 在適當條例及規例之規限下，本公司及其關聯人士可 從經紀或代理人及為客戶進行投資買賣之任何其他 人士收到 (i) 有關投資所產生之任何現金或金錢回 佣，(ii) 該物品或服務明顯地對客戶有利。此等服 務可包括但不限於市場上個別股份相對優勢之研究 及分析，或數據及報價服務以及其他資訊設施之運用。

7.2 在任何情況下，倘本公司或其任何關連人士保留現金 或金錢回佣或貨物及服務以及其他非金錢利益，則 本公司或該等關連人士（視乎情況而定）須確保 (i) 交易之執行符合最佳執行條件的原則；(ii) 客戶承 擔之任何經紀佣金比率並不高於一般提供全面服務的機構所收取的佣金比率；及 (iii) 就回佣及其大概 價值向客戶作出披露。

8 投票權

本公司或其代理人可於任何時間酌情形行使有關投資資產之投票權，而無需獲取客戶之批准，惟須遵守客戶作為有關資產之實益擁有人所發出之任何特定書面投票指示。

9 估值

9.1 本公司可使用其認為合適之標準第三方定價服務，以計算投資資產之市值。在進行有關計算時，在任何國家證券交易所上市之各證券將按其進行交易之主要交易所於估值日最後所報之售價而予以估值。任何其他證券或資產將按本公司真誠釐定之方式估值，以反映其公允市值。

10 Joint and Several Liability

- 10.1 Where the Client comprises two or more individuals:
- each such individual shall be jointly and severally liable for all their obligations under this Agreement;
 - the Company may accept instructions from, give receipts to and for all purposes deal with any one of such individuals without notice to the other individual and the Company is not responsible for determining the purposes or propriety of an instruction the Company receives from such individual or for the allocation of payments or deliveries among such individuals. The Company may at its discretion require written instructions from all such individuals;
 - any delivery of payments or securities to any one of such individuals shall be a valid and complete discharge of the Company's obligations to each individual regardless of whether such delivery is made before or after the death of any one or more of such individuals;
 - any notice and communications sent to one such individual shall be deemed notice to all individuals holding the Account; and
 - on the death of any of such individual (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased shall thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased shall also be enforceable by the Company against such deceased's estate. The surviving individual shall give the Company written notice immediately upon any of them becoming aware of such death.

11 Confidentiality

- 11.1 All information and advice furnished by either Party to the other in connection with the Account under this Agreement shall be treated as confidential and shall not be disclosed by one Party to third party (except to the Agents and Brokers by the Company) without prior written consent of the other Party except as required by applicable law, rules or regulations.

12 Termination

- 12.1 This Agreement may be terminated by either Party by giving a **30 days** prior written notice to the other Party.
- 12.2 Upon receipt of the written notice as stated in Clause 13.1 from Client, the Company shall cease to make further investments for the Account and shall proceed with an orderly liquidation of the Account or with a transfer of the assets of the Account pursuant to the Client's instructions.

13 Notice

- 13.1 Any notice, consent, approval or other communication (collectively "communication") under this Agreement shall be made in writing but, unless otherwise stated, may be made by facsimile, email, letter or any other electronic means. The Company shall have the sole discretion to insist the communication to be given in a particular manner on a case by case basis. The Client shall also fully indemnify the Company on demand against all losses of the Company arising from the Company's reliance on such communications.
- 13.2 Each communication or document to be made or delivered to one party under this Agreement shall be sent to that party at the facsimile number and / or address as set out under its name in the Client Information Statement or from time to time designated by that party to the other for the purpose of this Agreement.
- 13.3 Any communication or document shall be deemed to have been delivered (i) if delivered personally, when actually delivered to the relevant address; (ii) if sent by post, on the second business day after the mailing thereof. Notices required under this Agreement may also be sent to the receiving party's facsimile number as notified by such party and the notices sent by facsimile transmission or email will be deemed to have been received when transmitted (provided that the transmission is confirmed by the transmission report).

14 Disclaimer and Risk Disclosure

- 14.1 Client understands and accepts that the Company does not in any way guarantee performance of the Account and that neither the Company nor any of its affiliates, officers, directors or employees shall be responsible for any loss sustained in the operation of the Account, however caused other than losses which are caused by, or are the result of, gross negligence or wilful default of the Company. The Company shall not be liable for any act or omission or for any error of fact or judgment in relation to any discretionary transaction or investment decision made by the Company except for its own gross negligence or wilful default.

10 共同及各別所負之法律責任

- 10.1 倘客戶由兩名或以上個人組成：
- 上述各名個人將共同及各別承擔彼等根據本協議之所有法律責任；
 - 本公司可接受上述個人中任何一人之指示、向其發出收據及就任何目的與其進行買賣，而無需通知另一名個人。本公司並不負責決定本公司從上述個人接獲之指示之目的或是否恰當，或向上述個人之間處置款項或交收。本公司可酌情決定要求所有上述個人提供書面指示；
 - 向上述個人中任何一人作出之款項或證券交收，本公司將合法及完全解除對各名個人負上之責任，不論有關交收是於上述個人中任何一人或以上身故前或後作出；
 - 向上述個人發出之任何通告及通訊將被視為已知會持有帳戶的所有個人；及
 - 在任何上述個人身故時（即遺下任何其他上述個人），本協議不得予以終止，而已身故人士之帳戶權益將隨即歸屬尚存之人士及對其利益為有效，惟本公司亦可強制將已身故人士之遺產抵銷其所產生之任何負債。尚存之個人將於其知悉有關身故消息後即時向本公司提供書面通知。

11 資料保密

- 11.1 任何一方根據本協議向另一方提供有關帳戶之所有資料及意見均視為保密資料，任何一方不得於未獲取另一方之事先書面批准下向第三方（本公司之代理人及經紀除外）洩露，除非此舉符合適用法例、條例及規則之規定。

12 終止協議

- 12.1 本協議可由任何一方向另一方發出三十日之事先書面通知以終止。
- 12.2 本公司在接獲客戶發出條款第 13.1 條所述之書面通知後，不得再為帳戶作出其他投資，並將進行合乎規矩之帳戶清盤，或根據客戶指示轉讓帳戶資產。

13 通知

- 13.1 除另有指明外，根據本協議之任何通知、同意、批准或其他通訊（統稱「通訊」）均須以書面作出，惟可以傳真、電郵、函件或其他電子通訊之方式發出。本公司將按個別情況以唯一酌情權堅持以某一種方式發出通訊。客戶亦須就本公司依賴有關通訊而引致對本公司蒙受產生之所有損失全面作出賠償。
- 13.2 根據本協議向一方作出或交付之各項通訊或文件，將按客戶資料報表上於其名稱下載列或就本協議而言該方不時指定之傳真號碼及 / 或地址寄予彼等。
- 13.3 在以下情況下，任何通訊或文件將視為已獲交付：
(i) 倘親身交付，則在確實地交付至有關地址之時 (ii) 倘以郵寄方式發出，則於寄發後第二個營業日。按本協議所規定之通告亦可按收件方之傳真號碼發出，誠如有關方面作出通知般。以傳真或電郵或其他電子途徑發出之通知將於傳送後被視為已接收（惟須以傳送報告確認有關傳送）。

14 免責聲明及風險披露

- 14.1 客戶明白及接受本公司概不擔保帳戶之表現，而本公司及其任何聯屬人士、高級職員、董事或僱員均不會就帳戶之運作所產生之任何虧損負責。然而，因本公司嚴重疏忽或蓄意失責所產生或導致之虧損則除外。本公司概不就有關任何本公司進行之全權委託交易或作出之投資決定之任何行動或遺漏，或就事實或判斷之任何錯誤承擔法律責任，惟因本公司本身嚴重疏忽或蓄意失責所產生者則除外。

14.2 The Company shall not be liable for any loss of opportunity to increase the value of the Investment Assets or to realize any greater amount on any sale, nor for any decline or depreciation in the value of any investment unless such loss of opportunity or decline or depreciation is the direct result of the gross negligence or willful default of the Company.

14.3 The Company are not and do not hold itself out to be tax or financial planning experts and shall not be liable for any errors of law, fact or judgment in relation to any tax or financial planning advice given by the Company to Client, nor be responsible for its correctness, and the consequences of any taxation charge arising from the operation of the Account. In the event of any change in the tax position of Client which could affect the investment decisions, Client undertakes to inform the Company immediately and the Company shall not be liable for any consequences of Client's failure to do so.

14.4 The Company shall not be obliged to account to the Client if any of the Agents or Brokers with whom moneys or investments have been placed is prevented from making payment or delivery to the Client.

14.5 The Company shall not be responsible for any loss or damages incurred by reason of any act or omission of the Brokers or Agents appointed by the Company and the Client shall hold harmless the Company against any liability for loss occasioned by acts or omission of any such Brokers or Agents.

15 Power of Attorney

15.1 The Client undertakes with the Company to do and execute (and irrevocably authorizes the Company to do and execute on the Client's behalf) any act, deed, document or thing which the Company may require the Client to do in connection with the implementation, execution and enforcement of any of the terms and any rights conferred by this Agreement including without limitation to the execution by the Client of an irrevocable power of attorney appointing the Company as its lawful attorney to do and execute all such acts, deeds, documents or things on behalf of the Client as it considers necessary or desirable in connection with such implementation, execution and enforcement of this Agreement and the Client agrees to ratify or confirm all such acts, deeds, documents or things by the Company.

16 General

16.1 Save and except expressly amended, varied, supplemented or superceded herein, the Standard Terms, the Risk Disclosure Statements and Notes Relating to the Personal Data (Privacy) Ordinance of Hong Kong as set out respectively in Securities Cash/ Margin Client Agreement shall be applicable to the Account and any reference to this Agreement shall include the terms and conditions set out in Securities Cash/ Margin Client Agreement unless they are inconsistent with the Terms and Conditions herein.

16.2 In the event of inconsistency between the English version and Chinese version of this Agreement, the English version shall prevail.

17 Governing Law

17.1 This Agreement shall be subject to and construed in accordance with the laws of Hong Kong. Both Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

14.2 本公司概不就錯失任何使投資資產增值或於任何買賣上獲得較高套現金次額之機會，以及因任何投資項目價值之任何下跌或貶值承擔法律責任，除非該錯失機會或該項下跌或貶值乃直接因本公司嚴重疏忽或蓄意失責所產生。

14.3 本公司並非亦概無顯示其本身為稅務或財務規劃專家，故概不會因有關本公司向客戶提供任何稅務或財務規劃意見而引致對法律、事實或判斷產生任何錯誤承擔法律責任，亦不會負責將之糾正，且不會就帳戶之運作而產生之任何稅務變動帶來之後果負責。倘客戶之稅務狀況有所改變而可能影響有關投資決定，則客戶承諾即時通知本公司，惟本公司概不就客戶未有作出此行動所帶來之任何後果承擔責任。

14.4 倘被客戶金錢或投資所存放之任何代理人或經紀受禁止向客戶給予款項或交收，本公司概無責任向客戶提供解釋。

14.5 本公司概不會就以本公司委任之經紀或代理人作出之任何行動或遺漏為理由而產生之任何虧損或損失負責，而客戶不得因任何該等經紀或代理人作出之行動或遺漏引致之損失而令本公司承擔任何法律責任。

15 授權書

15.1 客戶向本公司承諾，作出或簽署（及不可撤回地授權本公司代表客戶作出及簽署）任何本公司就推行、簽署及執行本協議之任何條款或所給予之任何權利而可能要求客戶作出之行動、契據、文件或事宜，包括但不限於由客戶簽署一份不可撤回之授權書以委任本公司擔任其合法授權人以代表客戶作出及簽署就推行、簽署及執行本協議而其認為必需或權宜之一切有關行動、契據、文件或事宜，而客戶同意追認及確認由本公司所作出之一切該等行動、契據、文件或事宜。

16 一般事宜

16.1 除於本協議內經明確修訂、修改、補充或取代外，分別於證券現金/孖展客戶協議書載列之標準條款、風險披露聲明及有關香港個人資料（私隱）條例之附註均適用於帳戶。而除非與本協議之條款及條件互相矛盾，本協議之任何提述須包括證券現金/孖展客戶協議書所載之條款及條件。

16.2 本協議之中文及英文本，如有任何歧異義，概以英文本為準。

17 管轄法例

17.1 本協議須受香港法例規限及詮釋。本協議雙方同意服從於香港法院非專屬司法管轄權。

FOR OFFICE USE ONLY 公司專用

Declaration by Licensed Person 持牌人員聲明

I declare that the contents including the terms of the authority of this Asset Management Discretionary Account Agreement and the additional risks of giving discretionary powers to manage the Account have been fully explained to the above named client in a language he/she understands. 本人確認，已按客戶明白的語言向客戶詳情解釋有關此資產管理全權委託帳戶授權書內的細則及委託授權代表全權操控該帳戶之額外風險。

Name of Licensed Person 持牌人仕姓名: _____

Signature 簽署: _____

Position 職位: _____

CE No. 中央編號: _____

SECTION IV

第四部分

Schedule A

附表甲

I/We hereby acknowledge that my/our investment objective and terms, and agree to pay Investment management-related fees as follows:
本人/吾等特此確認本人/吾等的投資目標及條款，並同意支付投資管理費用如下：

Management Fee 管理費 ⁽¹⁾ ：		Amount of Initial Investment 初步投資金額：	港幣 HK\$
Performance Fee 表現費 ⁽²⁾ ：	%	Investment Objectives 投資目標：	<input type="checkbox"/> Conservative 保守型
Commission Rate on Securities 股票交易佣金收費：	%		<input type="checkbox"/> Balanced 平衡型
			<input type="checkbox"/> Aggressive 進取型
Type of Stocks 股票類別 (Market Capitalization 市值)：	<input type="checkbox"/> Below 500 Million 五億以下	<input type="checkbox"/> 500 Million to 2.5 Billion 五至二十五億	
	<input type="checkbox"/> 2.5 to 10 Billion 二十五至一百億	<input type="checkbox"/> 10 to 30 Billion 一百至三百億	
	<input type="checkbox"/> Above 30 Billion 三百億以上	<input type="checkbox"/> Exchange Traded Fund 交易所上市基金	
Investment Restriction(s) 投資限制：			
Others Investment Instruction(s) 其他投資指示：			

1. Management Fee(Annualized Rate per Month or Fixed Amount fee per Month) 管理費 (按月年率 或 按月固定值費用)

Upon making any deposit or addition of the Investment Assets to the Account, a non-refundable management fee will be paid forthwith calculated at the monthly proportion of annualized rate, on the amount of the deposit or in the case of deposit or addition other than cash on the basis of fair market value of such deposit or addition as of the first business day on which such deposit or addition are deposited with the Company OR Fixed Amount fee per month.

Thereafter a non-refundable management fee shall be payable monthly on the beginning of every month for each subsequent year being the management fee which shall be calculated at the monthly proportion of annualized rate, on the basis of the fair market value of the Investment Assets as of the last business day of the immediate preceding month. Such fair market value shall be calculated according to sound principles consistently applied by the Company OR Fixed Amount fee per month.

於對帳戶作出投資資產之存款或添加的同時，須繳付一筆無退還管理費予貴公司，此費用乃根據該存款或添加之總值，並按其存放在貴公司首個營業日之公平市值（公平市值只適用於非現金之存款或添加）以按月比例年率計算或按月固定值費用。

其後須於每月之首月內向貴公司支付按月度一筆無退還管理費，而該筆管理費乃按投資資產（存款及添加）於上月度最後一個營業日公平市值以（按月比例年率）計算。該公平市值乃按貴公司貫徹採用之正確原則計算或按月固定值費用。

2. Performance Fee 表現費

An annual performance fee will be paid within **thirty (30) days** after the deposit have been deposited for 12 months. The performance fee shall be equal to a percentage of the increase in net asset value (including net unrealised gains, and after deduction of the management fees as stipulated in Schedule A above) of the Account, after adjustment for any additions to or withdrawals from the Account in each year. The calculation shall begin on the date the Account is first funded, and shall end on December 31 of each year, except that in the event of termination of this Agreement and liquidation of the Account, the date of the final liquidation of the assets of the Account and/or the distribution thereof to Client shall be the last day of the calculation. In the event that there is a decrease in net asset value (a "Loss Carryforward"), no Performance Fee shall be payable with respect to subsequent increases in the net asset value of the Account until the amount of the Loss Carryforward has been recovered. For purposes of determining when the amount of the Loss Carryforward has been recovered, (a) increases in net asset value resulting solely from an addition to the Account shall not be taken into consideration, and (b) in the event there is a withdrawal from the Account prior to the full recovery of a Loss Carryforward, the amount of the remaining Loss Carryforward shall be reduced in proportion to the amount of the withdrawal.

Notwithstanding the foregoing paragraph, if a partial withdrawal from the Account is made on a date that would not otherwise be considered the last day of the calculation of performance fee, then a performance fee calculated for any profits earned with respect to the amount being withdrawn shall be paid to the Company promptly upon the partial withdrawal.

每年之表現費會於存入資金十二個月後的三十日內支付。表現費相等於每年經對帳戶之任何添加或提取之調整後，帳戶淨資產值（包括未實現盈利淨值，及減除於管理費後）之增長的百分比。計算會由首次對帳戶存入資金之日後十二個月止，除非在協議終止及了結帳戶的情況下，最後對帳戶資產的清理及/或向客戶分配之日期將定為計算的最終日。在淨資產值出現負增長的情況下（「損失結轉」），其後帳戶淨資產值之增加將不會獲支付表現費，直至損失結轉之金額已被收復。於決定何時為損失結轉之金額已被收復上：（一）將不會考慮淨資產值的增加若此增加只由於對帳戶資產之添加，及（二）在損失結轉全面收復前對帳戶作出提取的情況下，損失結轉的剩餘金額將按提取的金額為之減少。儘管上文所述，若於不被視為計算表現費最終日之日期對帳戶作出部份提取，對於計算出被提取金額中已賺取利潤的表現費時，將會於作出部份提取之同時立即支付貴本公司。

Name 姓名: _____

Account Holder's Signature:
戶口持有人簽署: _____

Date 日期: _____

Client Acknowledgement 客戶確認

I/we hereby request Gee Hi International Securities (HK) Limited ("GHIS") to open an account. I/We hereby acknowledges, declares and confirms that:
本人/吾等謹此向露海國際證券(香港)有限公司(「露海國際證券」)申請以全權委託形式開立帳戶(「帳戶」)。
本人/吾等謹此承諾、聲明並確認：

- I/We hereby acknowledge and agree to all the terms and conditions of the the Discretionary Management Agreement and to abide by the Client Agreement and the Discretionary Management Agreement (including the General Terms and Conditions and the applicable Additional Terms and Conditions) ("**Terms and Conditions**"), the Securities and Futures Ordinance and the subsidiary legislations, rules, guidelines and codes made thereunder, and the rules and regulations of any relevant exchange company(ies), clearing house(s) and exchange controller(s) (including but not limited to the Stock Exchange of Hong Kong Limited (SEHK) and the Hong Kong Securities Clearing Company Limited (HKSCC), whichever is applicable) and regulatory body(ies) in Hong Kong and/or overseas as amended from time to time governing the transactions in the Account.
本人/吾等謹此承認和同意遵守全權委託帳戶協議的所有條款(包括一般條款及條件、以及適用的附加條款及條件)、證券及期貨條例及其附屬法例、以及相關交易所、結算所及控制人(包括但不限於香港聯合交易所及香港中央結算、如適用)及香港及/或海外監管機構不時修訂以規管於該帳戶進行的交易之條例及規則、並受其約束。
- I/We declare that all information in this Application is true, complete and correct and that I/we have not willfully withheld any material fact(s). GHIS is entitled to rely fully on such information for all purposes relating to the Account(s) and the transactions contemplated by the Terms and Conditions, unless I/We inform GHIS in writing of any change to that information. GHIS is authorized at any time to contact anyone, including the my/our bankers, brokers or any credit agency, for the purposes of verifying the information provided in this Application. I/we undertake to notify GHIS as soon as possible of any changes to the information contained in this Application.
本人/吾等聲明本申請所提供的全部資料均屬真實、完整及正確、亦未刻意隱瞞任何重要事實。除非露海國際證券接到更改有關本申請內容的書面通知、否則露海國際證券有權全面依賴此等資料就有關帳戶及按照條款及條件預計進行的交易作任何用途。露海國際證券有權隨時聯絡本人/吾等之銀行、經紀或任何信貸機構作核實本申請之用途。本人/吾等承諾、如本申請內所載之資料有任何更改、將盡早通知露海國際證券。
- I/We hereby acknowledge and confirm that this Application Form, the Terms and Conditions, the Risk Disclosure Statement, the Personal Data Privacy Statement and the Standard Fee Schedule the have been provided and explained to me/us in a language (English or Chinese) of my/our choice and I/we have been invited to read them carefully, ask questions and seek independent advice if I/we so wish. I/We also confirm that I/we have retained a copy of the above for my/our reference.
本人/吾等謹此承認並確定本人/吾等已獲得按照本人/吾等所選語言(中文或英文)的申請表格、條款及條件、風險披露聲明、個人資料私隱聲明及收費表並獲得其解釋、以及本人/吾等已獲邀請細閱此等文件、提出問題及如有意願、徵求獨立意見。本人/吾等確認已經保留此等文件副本乙份、以作備考之用。
- I/We hereby acknowledge and agrees that the requested information and documents should be obtained from me/us prior to account opening. If the information and the required documents are not obtained and identity verification is not completed within 30 working days after opening the Account, the Account may be suspended until all required information is obtained. If identity verification is not completed within 90 working days after opening the Account, the Account may be terminated.
本人/吾等明白及同意於開立帳戶前提交所需的文件/資料。如未能於開立帳戶後 30 個工作天內提交有關資料及文件並完成身分核實程序、帳戶可被凍結直至取得有關資料。如在 90 個工作天內仍未能完成身分核實程序、帳戶可被終止。
- I/We understand that I/we might be required to provide additional information or submit documentary proof as to the information provided in this application as and when requested by GHIS.
本人/吾等明白須隨時應露海國際證券的要求提供進一步資料或就此申請書上所提供的資料呈遞書面證明。
- In connection to Structured and Derivative Products, I/we acknowledge that I/we have carefully read and fully understand the content of Risk Disclosure Statement as provided. If I/we decide to trade the Structured and/or Derivatives Products, I/we agree to bear the risks involved. I/We confirm that I/we shall make my/our own risk assessment, or seek independent professional advice before trading in Structured and/or Derivative Product(s), and that I/we have sufficient net worth to be able to assume the risks and bear the potential losses for my trades in Structured and/or Derivatives Product(s).
本人/吾等確認已細心閱讀及完全明白有關結構性及衍生產品的風險披露聲明的內容。如果本人/吾等決定買賣該等結構性及/或衍生產品時、本人/吾等同意承擔有關風險。本人/吾等確認、在買賣結構性及/或衍生產品前、本人/吾等將會進行自我風險評估或尋求獨立專業意見、並擁有足夠資本承擔有關風險及損失。
- I/We hereby authorize GHIS, in its sole discretion and without having to provide me/us with any prior notice or to obtain any prior confirmation and/or direction from me/us, to transfer any fund (including interest derived), securities and/or securities collateral among my/our accounts opened with GHIS for settlement purpose and/or for the satisfaction of any margin requirements, or satisfying my/our obligations or liabilities to GHIS, whether such obligations or liabilities are actual or contingent, primary or collateral, secured or unsecured or joint or several;
本人/吾等授權露海國際證券可按其絕對酌情權、毋須向本人/吾等提供任何事先通知或獲取本人/吾等的事先確認及/或指示、而將全部或任何部分款項(包括衍生利息)、證券及/或證券抵押品從本人/吾等於露海國際證券開立的帳戶中相互轉帳以作為交收及/或滿足任何保證金要求、或以履行本人/吾等對海盈的義務或法律責任、無論此等義務或法律責任為確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；
- I/We hereby agree to indemnify, and to keep indemnified, GHIS and its directors, employees and representatives from and against any losses, liabilities, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance to above authority.
本人/吾等謹此同意就露海國際證券因執行上述授權而可能產生、蒙受及/或承受的一切虧損、責任、損失、利息、費用、開支、法律訴訟、付款要求索償程式等向露海國際證券及其董事、職員及代表作出賠償、並保障該公司免受損害。

9. I/We hereby acknowledge and confirm that I/we have given the discretionary authority to authorize GHIS to deal with my/our monies and the contents of the discretionary authority have been explained to me/us and I/we understand the contents of it.

本人/吾等謹此承認並確定本人/吾等已授予露海國際證券全權委託以處置本人/吾等的證券及款項，並且本人/吾等就該全權委託的內容已獲得解釋，及本人/吾等明白其內容。

10. I/We hereby agree that unless otherwise specified in the Investment Guidelines and Trading Restriction(s), and Investment Mandate above, GHIS has the sole discretion to conduct transactions for the Account without restrictions on the investment choices, investment holding period, portfolio concentration, borrowing and use of derivatives, provided that GHIS shall, on a best effort basis, observe the trading restriction(s) set out herein above. I/We hereby expressly agree and acknowledge that GHIS and the Authorized Representative shall not be liable for any losses which may arise from the trading transactions in the Account and that I/we shall indemnify and keep GHIS and the Authorized Representative fully indemnified at all times against all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against GHIS and/or the Authorized Representative.

本人/吾等謹此同意除非在上述投資指引及交易限制及投資委託另有指明外，露海國際證券將可全權酌情為本帳戶進行交易，而在投資選擇、投資持有期間、投資組合集中程度、借貸及衍生工具運用等方面不受限制，唯露海國際證券須盡最大努力遵守上述交易限制。本人/吾等謹此同意及承認露海國際證券及授權代表不需為本帳戶之交易引致的任何損失負責，以及就露海國際證券及/或授權代表招致/承擔的訴訟、法律程序、申索、損失、損害、費用及開支，彌償他們及讓他們獲得彌償。

11. I/We hereby understand and acknowledge that:-

(For New Issue Bonds /Funds / Structured Products) GHIS is NOT an independent intermediary because: (i) GHIS receives fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to our distribution of investment products to the Client. For details, Client should refer to GHIS's disclosure on monetary benefits which is set out in Section 6 of this Application and GHIS is required to deliver to Client prior to or at the point of entering into any transaction in investment products; and/or (ii) GHIS receives non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that we may distribute to the Client.

(For Secondary Market Bonds) GHIS is an independent intermediary because: (i) GHIS does not receive fees, commissions, or any other monetary benefits, provided by any party in relation to our distribution of any investment product to the Client; and (ii) GHIS does not have any close links or other legal or economic relationships with product issuers, or receive any non-monetary benefits from any party, which are likely to impair our independence to favour any particular investment product, any class of investment products or any product issuer.

本人/吾等茲明白並承認：-

(適合於首次發行債券 / 基金 / 結構性產品) 露海國際證券並非獨立的中間人，理由如下：(i) 露海國際證券有收取由其他人士（可能包括產品發行人）就我們向閣下分銷投資產品而提供的費用、佣金或其他金錢收益。詳情請參閱本申請第 6 部分以及我們按規定在訂立任何投資產品交易前或在訂立任何投資產品交易時須向閣下提供的金錢收益披露；及/或 (ii) 露海國際證券有收取由其他人士提供的非金錢收益，或與我們可能向閣下分銷的產品的發行人有緊密聯繫或其他法律或經濟關係。

(適用於二手市場債券) 露海國際證券是獨立的中間人，理由如下：(i) 露海國際證券沒有收取由其他人士就露海國際證券向閣下分銷任何投資產品而提供的費用、佣金或任何其他金錢收益；及(ii) 露海國際證券與產品發行人沒有任何緊密聯繫或其他法律或經濟關係，或沒有從任何人士取得任何非金錢收益，而這些聯繫、關係或收益可能損害我們的獨立性，使我們偏向任何特定投資產品、任何投資產品類別或任何產品發行人。

12. I/We agree to pay such fees and charges as set out in Schedule A ("Fee Schedule") or as GHIS may from time to time prescribe. I/We further agree to the deduction by GHIS from my/our Account such fees and charges as are payable to GHIS as set out in the Fee Schedule.

本人/吾等同意按附件甲之“收費”(「收費表」)之規定或露海國際證券可不時修訂之規定支付該等服務費。本人/吾等同意由露海國際證券從本人/吾等的帳戶扣除根據收費表之應付予露海國際證券的服務費。

Client Signature & Chop (if applicable):

客戶簽署及印章(如適用)

S.V. by: _____

Date: 日期 _____

Declaration by the Representative 持牌代表聲明

I, _____ (name of representative) with SFC CE No. _____, have explained the essential contents in this section in a language (English or Chinese) which _____ (client name) chooses and understands.

本人 _____ (持牌代表姓名) 在證監會之中央編號為 _____，以客戶選擇及明白的語言(中文或英文)，向 _____ (客戶姓名) 解釋本部分之重要內容。

Signature 簽署: _____

Date 日期: _____

FOR INTERNAL USE ONLY 僅供內部使用			
	Checked By Account Executive 客戶主任檢閱	Approved By RO 負責人員審批	<i>(Applicable to Discretionary A/C Opening)</i> (適用於開立全權委託帳戶)
			Approved By RO 負責人員審批
Signature 簽署:			
Name 姓名:			
Date 日期:			
Inputted by:			