

UNIFORM CASH CLIENT'S AGREEMENT 统一现金客户协议书

China Renaissance Securities (Hong Kong) Limited is licensed under the Securities and Futures Ordinance (Cap.571) to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities (CE Number: AZX839).

华兴证券(香港)有限公司根据《证券及期货条例》(第 571 章)获发牌进行第 1 类(证券交易)、第 4 类(就证券提供意见)和第 6 类(就机构融资提供意见)之受规管活动(CE 编号: AZX839)。

In this agreement, "you" means "China Renaissance Securities (Hong Kong) Limited" and "my/our/I/we/us" means the "Client".

在本协议中,“阁下”是指“华兴证券(香港)有限公司”,而“我/本人/吾等”则是指“客户”。

1. Laws and rules 法例及规则

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

阁下按本人 / 吾等的指示而进行的一切证券交易(「交易」),须根据适用于 阁下的一切法例、规则和监管指示的规定而进行。这方面的规定包括香港联合交易所有限公司(「联交所」)及香港中央结算有限公司(「中央结算公司」)的规则。阁下根据该等法例、规则及指示而采取的所有行动均对本人 / 吾等具有约束力。

2. Transactions 交易

2.1. You will act as my/our agent in effecting Transactions unless you indicate otherwise that you are acting as principal.

除阁下注明以自己本身名义进行交易外,阁下将以本人 / 吾等的代理人身份进行交易。

2.2. I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling.

倘沽盘是有关非由本人 / 吾等拥有的证券,即涉及卖空交易,本人 / 吾等将会通知 阁下。

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

本人 / 吾等会就所有交易支付 阁下通知本人 / 吾等的佣金和收费,缴付联交所征收的适用征费,并缴纳所有有关的印花税。阁下可以从户口中扣除该等佣金、收费、征费及税项。

- 2.4. Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will
- Pay you cleared funds or deliver to you securities in deliverable form or
 - Otherwise ensure that you have received such funds or securities
- By such time as you have notified me/us in relation to that Transaction, if I/we fail to do so, you may
- In the case of a purchase Transaction, sell the purchase securities and
 - In the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
- 就每一宗交易，除另有协议外或除非 阁下已代本人 / 吾等持有现金或证券供交易交收之用，否则本人 / 吾等将会在 阁下就该项交易通知本人 / 吾等的期限之前。
- 向 阁下交付可实时动用的资金或可以交付的证券，或
 - 以其他方式确保 阁下收到此等资金或证券。
- 倘本人 / 吾等未能这样做，阁下可以
- （如属买入交易）出售买卖的证券；及
 - （如属卖出交易）借入及 / 或买入证券以进行交易的交收。
- 2.5. I/We will be responsible to you for any losses and expenses resulting from my/our settlement failures.
本人 / 吾等将会负担 阁下因本人 / 吾等未能进行交收而引起的任何损失及开支。
- 2.6. 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 you have notified me/us from time to time.
本人 / 吾等同意说所有逾期未付款项（包括对本人 / 吾等裁定的欠付债务所引起的利息），按 阁下不时通知本人 / 吾等的利率及其他条款支付利息。
- 2.7. 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, I/we shall not be responsible to you for the costs of such purchase.
就买入交易而言，倘卖方经纪未能于交收日内交付证券，导致 阁下须买入证券进行交收，本人 / 吾等毋须买入该等证券的费用向 阁下负责。
- 2.8. I/We hereby further agree that all interest earned on my/our monies shall belong to your company and you shall withdraw such interest from the Segregated Bank Account without reference to me/us.
本人 / 吾等同意，所有从本人 / 吾等款项所赚得之利息，均归 阁下所有。 阁下可以毋须知会本人 / 吾等，从有关之银行账户提取此等利息。
- 2.9. It will be an offence to buy/sell in my/our account equities the beneficiary of which belongs to others.
本人 / 吾等所开设的股票户口不能代其他客户作股票买卖，否则本人 / 吾等会触犯证券条例。
- 2.10. If you solicit the sale of or recommend any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document you may ask me/us to sign and no statement you may ask me/us to make derogates from this clause.
假如 阁下向本人 / 吾等招揽销售或建议任何金融产品，该金融产品必须是 阁下经考虑本人 / 吾等的财政状况、投资经验及投资目标后而认为合理地适合本人 / 吾等的。本协议的其他条文或任何其他 阁下可能要求本人 / 吾等签署的文件及 阁下可能要求本人 / 吾等作出的声明概不会减损本条款的效力。

3. Safekeeping of securities 证券的保管

3.1. Any securities which are held by you for safekeeping may, at your discretion

- (In the case of registrable securities) be registered in my/our name or in the name of your nominee; or
- Be deposited in safe custody in a segregated account with your 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 Securities and Futures Commission ('SFC') in accordance with Securities and Futures (Client Securities) Rules as a provider of safe custody services.

由 阁下寄存妥为保管的任何证券， 阁下可以酌情决定：

- (如属可注册证券) 以本人 / 吾等的名义或以 阁下的代理人名义注册；或
- 存放于 阁下的往来银行开立的独立账户或提供文件保管设施的任何其他机构妥 为保管。如属香港的证券， 该机构应为证券及期货事务监察委员会（「证监会」）根据《证券及期货（客户证券）规则》认可的提供保管服务机构。

3.2. Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. 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.

倘证券未以本人 / 吾等的名义注册， 阁下于收到该等证券所获派的任何股息或其他利益时， 须按本人 / 吾等与 阁下的协议记入本人 / 吾等的户口或支付予或转账予本人 / 吾等。倘该等证券属于 阁下代客户持有较大量的同一证券的一部份， 本人 / 吾等有权按本人 / 吾等所占的比例获得该等证券的利益。

3.3. Subject to any other terms and conditions applicable to your services to the contrary, you do not have my/our written authority under section 4 of the Securities and Futures (Client Securities) Rules to

- deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system
- borrow or lend any of my/our securities
- otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.

除非其他适用于 阁下提供之服务的条款及条件另有不同约定， 本人 / 吾等并无根据《证券及期货（客户证券）规则》第 4 条以书面授权 阁下：

- 将本人 / 吾等的任何证券存放在银行机构， 作为 阁下所获垫支或贷款的抵押品， 或者存放在中央结算公司， 作为履行 阁下在结算系统下之责任的抵押品
- 借贷本人 / 吾等的任何证券
- 基于任何目的以其他方式放弃本人 / 吾等的任何证券之持有权（交由本人 / 吾等持有或按本人 / 吾等的指示放弃持有权除外）。

4. Cash held for me/us 代本人 / 吾等保管的现金

Any cash held for me/us, other than cash received by you in respect of Transactions and which is on-paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by the Securities and Futures (Client Money) Rules or applicable laws from time to time.

代本人 / 吾等保管的现金须依照《证券及期货(客户款项)规则》或适用法律不时的规定,存放于一家持牌银行所开立的一个客户信托账户内, (此等现金不包括 阁下就交易取得, 而且须为交收而转付或转付予本人 / 吾等的现金)。

5. General 一般规定

5.1. 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 you arising in respect of dealing in securities for me/us.

所有本人 / 吾等户口内的证券均受制于 阁下的全面留置权, 以确保本人 / 吾等履行对 阁下代本人 / 吾等买卖证券而产生的责任。

5.2. If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Investor Compensation Fund established under, Securities and Futures Ordinance (Cap.571), subject to the terms of the Investor Compensation Fund from time to time.

倘 阁下没有依照本协议书的规定履行对本人 / 吾等的责任, 本人 / 吾等有权向根据《证券及期货条例》(第 571 章)成立的投资者赔偿基金索偿, 惟须受投资者赔偿基金不时的条款制约。

5.3. You will notify me/us of material changes to the information in respect of your name, address, licensing status with the SFC, nature of business and the commission and other charges which may affect the services you provide to me/us.

倘 阁下的姓名, 地址, 证监会持牌身分, 业务或佣金及其他费用有重大变更, 并且可能影响 阁下为本人 / 吾等提供的服务, 阁下将会通知本人 / 吾等。

5.4. I/We 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.

本人 / 吾等确认本人 / 吾等已详阅并同意本协议书的条款, 而且该等条款已经以本人 / 吾等明白的语言向本人解释。

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

本协议书受香港特别行政区法律管辖, 并且可以根据香港特别行政区法律执行。

5.6. I/We confirm our consent to you in releasing information about me/us (including my/our personal data) in response to any orders, notices or enquiries from competent governmental, administrative, regulatory, stock exchanges and clearing houses and any court of competent jurisdictions.

本人 / 吾等同意, 在 阁下响应任何主管政府、行政及监管机构, 证券交易所及结算所, 以及任何管辖法院的任何命令、通知或询问时, 可透露本人 / 吾等的相关信息 (包括本人 / 吾等的个人资料)。