

Supplementary Terms and Conditions for Option Trading on The Stock Exchange of Hong Kong Limited

香港聯合交易所有限公司期權交易補充條款及條件

This document (“Supplementary Terms for Option Trading on SEHK”) aims to supplement, and should be applied in conjunction with, the Terms and Conditions (Securities) and other supplementary terms and conditions for option trading (“Master and Other Supplementary Terms”) provided to the Client. It does not replace the Master and Other Supplementary Terms currently binding on the Company and the Client. The Master and Other Supplementary Terms and this Supplementary Terms for Option Trading on SEHK are hereinafter collectively referred to as the “Agreement”.

本文件(“聯交所期權交易補充條款”)旨在補充提供予客戶的條款及條件(證券)及其他期權交易補充條款及條件(“主條款及其他補充條款”),並應與之一併應用。本文件不會取代現時對公司和客戶雙方皆具有法律約束力之主條款及其他補充條款。主條款及其他補充條款及本聯交所期權交易補充條款在下文統稱為“協議”。

Unless the context otherwise requires, capitalized terms used in this document have the same meanings as defined in the Master and Other Supplementary Terms.

除文義另有所指外,本文件所用詞彙與主條款及其他補充條款所界定者具有相同涵義。

By signing this document, the Client hereby confirms with the Company that the Client has read, understood and agreed to the Supplementary Terms for Option Trading on SEHK as follows:

藉簽署本文件,客戶向公司確認其已詳閱、明白並同意聯交所期權交易補充條款如下:

- (a) the Company will keep information relating to the Client’s Account confidential, but may provide any such information to the parties concerned according to Clause 12 “Use of Client Information” of the General Terms and Conditions in the Terms and Conditions (Securities);

公司將對客戶的帳戶的有關資料保密,但可遵照條款及條件(證券)中的一般條款及條件第12條“使用客戶資料”提供任何該等資料予相關人士;

- (b) (i) the Account is operated solely for the Client’s account and benefit, and not for the benefit of any other person; or (ii) the Client has disclosed to the Company in writing the name of the person(s) for whose benefit the Account is being operated; or (iii) the Client has requested the Company to operate the Account as an Omnibus Account (as defined in the Options Trading Rules of the SEHK), and will immediately notify the Company, on request, of the identity of any person(s) ultimately beneficially interested in the Client Contracts (as defined in the Options Trading Rules of the SEHK);

(i) 帳戶純粹為著客戶的帳戶及利益而並非為任何其他人的利益而運作;或 (ii) 客戶已經向公司書面披露某人的姓名或名稱(帳戶是為該某人的利益而運作);或 (iii)

客戶已要求公司以綜合帳戶(定義見聯交所期權交易規則)運作帳戶，並會即時應要求通知公司任何擁有客戶合約(定義見聯交所期權交易規則)的最終實益權益的人士的身分；

- (c) the Company will collect margin requirements and premium in accordance with the all laws, rules and regulatory directions (the “Rules”) applying to the Company, which include the Options Trading Rules of the SEHK, the Clearing Rules of The SEHK Options Clearing House Limited (“SEOCH”) and the rules of the HKSCC;

公司將遵照適用於公司的一切法例、規則和監管指示的規定(“該等規則”)，當中包括聯交所的《期權交易規則》、聯交所期權結算所有限公司(“聯交所期權結算所”)的《期權結算規則》及香港結算收取規定的保證金及期權金；

- (d) the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between the Company and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules. “Standard Contract” means the standard terms and conditions applicable to an Option Contract as specified by the SEHK from time to time as set out in the Sixth Schedule to the Options Trading Rules of the SEHK;

客戶同意有關期權系列的標準合約的條款適用於公司與客戶訂立的每份客戶合約，而所有客戶合約須根據該等規則訂立、行使、交收和解除。“標準合約”指載於該等聯交所期權交易規則附表六而由聯交所不時規定適用於某份期權合約的標準條款及條件；

- (e) the Client agrees to provide the Company with cash and/or securities and/or other assets (“Margin”) as may be agreed from time to time, as security for the Client’s obligations to the Company under the Agreement; such Margin should be paid or delivered as demanded by the Company from time to time; and the amounts required by way of Margin should not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Client’s open positions and delivery obligations, and further Margin may be required to reflect changes in market value;

客戶同意按不時的協定向公司提供現金及／或證券及／或其他資產(“保證金”)，作為客戶根據有關協議對公司所負責任的擔保；並且應按照公司不時的要求支付或提交該等保證金；及要求以保證金形式提供的數額應不少於(但可超過)該等規則可能規定有關客戶的未平倉持倉及交付責任的數額，並可能因應市值變動要求更多保證金；

- (f) if the Company accepts securities by way of Margin, the Client will on request provide the Company with such authority as the Company may require under the Rules to authorize the Company to deliver such securities, directly or through an Options Trading Exchange Participant (as defined in the Options Trading Rules of the SEHK), to SEOCH as SEOCH Collateral (as defined in the Clearing Rules of the SEOCH) in respect of Exchange Traded Options Business (as defined in the Options Trading Rules of the

SEHK) resulting from the Client's instructions to the Company; and the Company does not have any further authority from the Client to borrow or lend the Client's securities or otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any other purpose;

假如公司接受證券以作保證金，客戶將應要求給予公司該等規則可能規定公司須具有的授權，以授權公司直接或透過另一名期權交易所參與者(定義見聯交所期權交易規則)，交付該等證券予聯交所期權結算所，以作為聯交所期權結算所抵押品(定義見聯交所期權結算所期權結算規則)，從而進行源自客戶給予公司指示的在交易所交易的期權業務(定義見聯交所期權交易規則)；及公司並沒有獲得客戶任何其他授權，從而借入或借出客戶的證券或為著任何其他目的以其他方式不再管有客戶的任何證券(但該等證券將給予客戶或得到客戶的指示的情況除外)；

- (g) the Client agrees to indemnify the Company, and the Company's employees and agents, against all losses and expenses resulting from breach of the Client's obligation under the Agreement, including costs reasonably incurred in collecting debts from the Client, and in closing the Account;

客戶同意賠償公司、公司的僱員及代理人所有因客戶違反協議規定其必須履行的責任而招致的損失及開支，包括因向客戶追收欠債及因終止帳戶而合理地招致的費用；

- (h) if the Client fails to comply with any of the Client's obligations and/or to meet the Client's liabilities under the Agreement, including failure to provide Margin, the Company may:

假如客戶未有根據協議履行本身的任何責任及／或償還客戶的任何債務，包括未有提供保證金，則公司可：

- (i) decline to accept further instructions from the Client in respect of Exchange Traded Options Business;

拒絕接受客戶就在交易所交易的期權業務給予的進一步指示；

- (ii) close out some or all of the Client's Client Contracts with the Company;

將客戶與公司之間的部分或全部客戶合約平倉；

- (iii) enter into Contracts (as defined in the Options Trading Rules of the SEHK), or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which the Company is exposed in relation to the Client's failure;

訂立合約(定義見聯交所期權交易規則)或進行證券、期貨或商品的交易以履行所產生的責任或對沖公司因客戶未有履行責任而須承擔的風險；

- (iv) dispose of Margin, and apply the proceeds thereof to discharge the Client's liabilities to the Company,

處置保證金，並將該等處置所得收益清償客戶欠下公司的債務，

and any proceeds remaining after discharge of all the Client's liabilities to the Company should be paid to the Client;

及將在客戶欠公司的一切債務清償後的任何收益餘款付予客戶；

- (i) the Client agrees to pay interest on all overdue balances (including interest arising after a judgement debt is obtained against the Client) at such rates and on such other terms as the Company has notified to the Client from time to time;
客戶同意按公司不時通知客戶的息率及其他條款，支付一切未清償逾期欠款的利息（包括客戶被判定應償債項後所招致的利息）；
- (j) in respect of all Contracts effected on the Client's instructions, the Client will pay the Company, within the time period notified by the Company, Premium, the Company's commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to the Client; and the Company may deduct such Premium, commissions, charges and levies from the Account;
就按照客戶的指示已執行的所有合約，客戶將在公司所通知的期間內，付予公司客戶已獲知會的期權金、公司的佣金及其他費用以及聯交所規定適用的交易徵費；並且公司可從帳戶中扣除該等期權金、佣金、費用及交易徵費；
- (k) the Company may place limits on the open positions or delivery obligations that the Client may have at any time;
公司可隨時就客戶的未平倉持倉及交付責任訂定限額；
- (l) on exercise of a Client Contract by or against the Client, the Client will perform the Client's delivery obligations under the relevant contract, in accordance with the Standard Contract and as the Client has been notified by the Company;
客戶行使客戶合約或客戶合約被行使時，客戶將根據標準合約及按照其從公司所獲通知，履行客戶根據有關合約須承擔的交付責任；
- (m) the Company agrees to provide the Client, upon request, with the product specifications for Options Contracts;
公司同意會應要求而向客戶提供期權合約的產品細則；
- (o) the Company will notify the Client of material changes in respect of the Company's business which may affect the services the Company provides to the Client;
公司的業務如果出現重大變化，因而可能會影響到公司向客戶所提供的服務，公司將就此知會客戶；
- (p) the Client has read and agrees to this Supplementary Terms for Option Trading on SEHK, which have been explained to the Client in a language that the Client prefers;

客戶已詳閱並同意有關本聯交所期權交易補充條款，且已經以客戶所選擇的語言向客戶加以闡釋；

(q) the Agreement is governed by, and may be enforced in accordance with, the laws of Hong Kong;

有關協議受香港的法律管限，並且根據香港的法律予以執行；

(r) If there is inconsistency between the Master and Other Supplementary Terms and this Supplementary Terms for Option Trading on SEHK, the provisions for a particular service will prevail over general provisions; and

倘主條款及其他補充條款與本聯交所期權交易補充條款有抵觸之處，特定服務之條文將凌駕一般條文；及

(s) If there is inconsistency between the English version and the Chinese version of this Supplementary Terms for Option Trading on SEHK, the English version shall prevail.

如本聯交所期權交易補充條款之中、英文版本之間存在差異，概以英文版本為準。

Client Signature 客戶簽署		
Client Name and Account Number: _____ 客戶名稱和帳戶號碼	SinoPac Securities (Asia) Limited 永豐金證券(亞洲)有限公司	
Client Signature: _____ 客戶簽署		AE signature: _____ 經紀簽署
Date: _____ 日期		Supervisor Signature: _____ 主管簽署