



**MONEX BOOM SECURITIES (H.K.) LIMITED**  
**寶盛證券（香港）有限公司**

**CLIENT AGREEMENT AND SCHEDULES**  
**客戶協議及附件**  
**【 SECURITIES TRADING 證券交易 】**

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Licensed by the Securities and Futures Commission for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity (CE Number AEF808)  
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獲證券及期貨事務監察委員會發牌可進行第 1 類（證券交易）、第 2 類（期貨合約交易）及第 7 類（提供自動化交易服務）受規管活動（中央編號：AEF808）

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In the event of any inconsistency between the English and Chinese language versions of this Agreement and Schedules, the English language version shall prevail.

倘本協議及附件的中、英文版本之間有不一致之處，概以英文本為準。

## CLIENT AGREEMENT

This document (together with the related account opening form and supplements (collectively "Agreement")) sets out the terms and conditions upon which Monex Boom Securities (H.K.) Limited ("BOOM") agrees (i) to establish and maintain an account ("Account") for the person(s) ("Client") named as the client in the account opening form, and (ii) to provide brokerage and other related services to the Client on the Account.

Please read this document carefully and retain it for future reference.

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following expressions, unless the context otherwise requires, shall have the following meanings:

"Access Codes"	means the login ID, login password, security code, any biometric data including fingerprints, facial, voiceprints, iris or retinal images registered on Client's device and any application or functionality issued by BOOM from time to time to authenticate identity;
"Business Day"	means any day other than a Saturday, a Sunday and any day which is a general holiday as defined under the General Holidays Ordinance (Cap. 149) of the Laws of Hong Kong;
"Client Platform"	means the part of Electronic Services which the Client can access via any internet-enabled devices, in accordance with the Access Codes arrangement applicable to and in connection with the use of the Electronic Services;
"Electronic Services"	means any electronic services or online facilities (including the website of BOOM) provided by BOOM and/or third parties on behalf of BOOM, whether in Hong Kong or elsewhere;
"Event of Default"	shall have the meaning ascribed to it in clause 10.3;
"Financial Product"	means any Securities;
"Hong Kong"	means the Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China ("PRC");
"Instruction"	means any authorization, request, application, instruction or order given or deemed given to BOOM by the Client through the Electronic Services in accordance with the Access Codes or in such form and such other procedures as may be prescribed by BOOM from time to time in respect of any particular type of acceptable instruction relating to the Account;
"Market Information"	includes market commentary, research reports and news and data relating to the prices, volumes, bids and asks for Securities;
"Securities"	has the meaning ascribed thereto under Part 1, Schedule 1 of the Securities and Futures Ordinance ("SFO") (Cap. 571) of the laws of Hong Kong.

Any reference in this Agreement to the word "includes" or "including" shall be construed as a reference to "includes without limitation" or "including without limitation".

Words and expressions importing the masculine gender include the feminine and neuter genders and references to a person shall be construed as including an individual, firm, body corporation, association (whether incorporated or not). Words importing the singular include the plural and vice-versa.

### 2. BOOM

BOOM is licensed by the Securities and Futures Commission ("SFC") for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity under CE Number AEF808. Its registered office is at Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong.

### 3. DESCRIPTION OF SERVICE

#### 3.1. Scope of Services

BOOM may provide the Client with the following services and such other services as it may from time to time agree in writing:

- to execute, so far as it considers reasonably practicable, trades in Securities on the Account in accordance with Instructions given by the Client over the Client Platform and, if the Client is unable to access the Client Platform, by telephone or other means of communication agreed to by BOOM;
- to arrange for settlement of such trades;
- to hold funds, Securities and other assets for the Client on the Account; and
- to provide such information relating to investments as BOOM may in its sole and absolute discretion determine from time to time.

Unless otherwise notified to the Client, BOOM shall act as the agent for the Client. In executing any Instruction, BOOM may in its sole and absolute discretion determine the method by which such trade is executed including as regards venue, and choice of broker or dealer or counterparty (whether acting as underwriters, investment managers, merchant or commercial banks, registered or licensed deposit takers, brokers, dealers or otherwise).

## 客戶協議

寶盛證券(香港)有限公司("BOOM")根據本文件(連同相關的開戶申請表格及附件合稱「協議」)所訂條款及條件同意(i)為開戶申請表格列明的人士("客戶")開設及維持帳戶("帳戶"),及(ii)使用該帳戶向客戶提供經紀及其他相關服務。

請細閱本文件,並保留供日後參考之用。

### 1. 定義及釋義

在本協議中,以下詞語除文意另有規定外,具以下涵意:

「帳戶登入編碼」	指登入編號、登入密碼、保安編碼、在客戶裝置上註冊的任何生物識別數據(包括指紋、面容、聲紋、瞳孔或視網膜影像)及任何由 BOOM 不時發行用以驗證身份的程序或功能;
「營業日」	指任何一日除了星期六、星期日及於香港法例《公眾假期條例》(第 149 章)所定義該日為公眾假期的日子;
「客戶平台」	指客戶可透過任何連網電子裝置,以適用於電子服務及與使用電子服務相關的帳戶登入編碼安排所訪問到的電子服務登入部份;
「電子服務」	指任何由 BOOM 及/或第三方供應商代 BOOM (不論在香港或其他地方)提供的電子服務或網上設備(包括 BOOM 網站);
「違約事件」	具第 10.3 條賦予該詞的意思;
「金融產品」	指任何證券;
「香港」	指中華人民共和國("中國")香港特別行政區;
「指示」	指由客戶或被視為由客戶,按帳戶登入編碼或 BOOM 不時就賬戶可接受的個別指令類型所規定的方式及其他程序,透過電子服務向 BOOM 所作出的任何授權、要求、申請、指示或買賣盤;
「市場資訊」	包括關於證券的價格、成交量、買盤和賣盤的市場評論、研究報告及新聞和數據;
「證券」	定義見香港法例《證券及期貨條例》(第 571 章)附表 1 第 1 部。

在本協議中,凡提述「包括」一詞須解釋為提述「包括但不限於」。

凡指涉男性的字詞和語句亦包括指涉女性詞及中性詞,而提述人士須解釋為包括提述個人、商號、法團、組織(不論是否已組織為法人)。凡指涉單數的字詞亦包括其複數,反之亦然。

### 2. BOOM

BOOM 獲證券及期貨事務監察委員會("證監會")發牌可進行第 1 類(證券交易)、第 2 類(期貨合約交易)及第 7 類(提供自動化交易服務)受規管活動,中央編號為 AEF808,註冊辦事處為香港北角電氣道 183 號友邦廣場 25 樓 2501 室。

### 3. 服務說明

#### 3.1. 服務範圍

BOOM 可向客戶提供以下服務,以及不時經書面同意的其他服務:

- 按客戶於客戶平台及(如客戶未能登入客戶平台)以電話或 BOOM 同意的其他通訊方法所作指示,在 BOOM 認為合理可行的情況下,就帳戶執行證券買賣的交易;
- 安排買賣的交收;
- 以客戶帳戶持有資金、證券及其他資產;及
- 提供 BOOM 可能不時全權及絕對酌情決定與投資有關的資訊。

除非 BOOM 另作通知客戶,BOOM 乃客戶的代理人。在執行任何指示時,BOOM 可全權及絕對酌情決定執行買賣的方法,包括場所、選用的經紀或交易商或對手方(不論是以包銷商、投資經理、商人或商業銀行、註冊或持牌接受存款人、經紀、交易商或

BOOM does not represent or warrant that any order for any trade will be executed in any specific venue. Where BOOM is unable to execute any order in full, it may execute the order in part without reference to the Client and without liability to the Client for any loss he may incur as a result of the order not being executed in full.

### 3.2. Limitations in Services

The Client acknowledges that BOOM does not provide investment advice. Without limiting the foregoing:

- (a) BOOM does not advise the Client or exercise any judgement on behalf of the Client as to the suitability or profitability of any trade or the legal, financial or tax consequences of any trade. The Client shall make his own judgement with respect to each trade and shall assume full responsibility for his trades. Neither BOOM nor any of its employees, officers or agents accept any liability for any loss or damage incurred or suffered by the Client as a result of or in connection with any information provided by BOOM to the Client in respect of any trade.
- (b) BOOM does not monitor the performance of the Securities and other assets held by the Client and has no duty to recommend any trade based on any change in any circumstance or otherwise. BOOM shall not be liable for any diminution in value of any Securities or other assets in the Account.
- (c) In the event that BOOM provides any Market Information to the Client which the Client may use for making his own investment decisions, the Client acknowledges that such Market Information is provided by third parties ("information providers") and BOOM does not and has no duty to verify the accuracy or completeness of such Market Information. The provision by BOOM of Market Information to the Client shall not constitute advice from BOOM to the Client and shall not be construed as a recommendation, an offer to sell nor solicitation of an offer to purchase any of the Securities to which such Market Information relates.

BOOM shall not in any event be liable to the Client for any tax liability that the Client may incur as a result of any trade.

### 3.3. Delegation

BOOM may delegate, in whole or in part, any of the services which it offers and any of its duties in this Agreement to such persons, whether in or outside of Hong Kong, including BOOM affiliates, brokers and custodians, on such terms and conditions which it may in its sole and absolute discretion determine. BOOM is authorized to provide information about the Account to such persons.

### 3.4. Applicable Laws

All trades shall be subject to the laws, regulations, rules and customs governing the market, exchange or clearing house in which such trades are executed or settled.

BOOM is authorized to collect and pay on behalf of the Client all levies, fees, duties and taxes applicable to all trades on any market, exchange or clearing house.

## 4. INSTRUCTIONS

### 4.1. Acceptance

BOOM may in its sole and absolute discretion determine whether to accept or refuse any Instruction from the Client. Without limitation, BOOM may refuse any Instruction (i) if, in its sole opinion, there are insufficient funds in the Account to give effect to such Instruction, (ii) if it considers that the execution of such Instruction would result in a contravention, whether by it or the Client, of any law, regulation or rule, or (iii) if the Instruction is not given in the form or manner that BOOM in its sole and absolute discretion determine to be acceptable. In accepting any Instruction, BOOM may impose such conditions, if any, which it may in its sole and absolute discretion determine. BOOM may review Instructions before executing them. BOOM shall not be liable for any interest or other loss arising from (i) delay occasioned by any review of Instructions before executing them, (ii) BOOM's refusal to accept any Instruction, or (iii) delay in communication of any refusal to accept any Instruction. Once accepted, an Instruction is not revocable without the express written consent of BOOM and the Client shall be bound by any act taken by BOOM in pursuance of the Instruction notwithstanding any request by the Client to cancel it.

Unless otherwise specifically agreed between BOOM and the Client, an Instruction given by the Client for the sale or purchase of Securities shall only be good for the trading day on which such Instruction is given or, if the market for those Securities is closed at the time of the giving of the Instruction, the next trading day and any Instruction (in whole or in part) which remains unexecuted, at the end of the trading day for which the Instruction is good shall lapse automatically.

### 4.2. Authorized Signatories and Authorized Person

BOOM shall be entitled to rely and act upon any Instruction from any person (from time to time) designated by the Client as an authorized person and/or authorized signatory (as the case may be) (the "Authorized Person") unless and until the Client notifies BOOM in writing that the authorization has been revoked or varied. The Authorized Person's appointment and handling of the Client's Account must be properly documented in the account opening form or under any power of attorney or letter of instrument to give Instructions for the operation of the Account, in such form as may be acceptable by BOOM, which has been validly executed by the Client and approved by BOOM. For the purposes of this Agreement, any such Instruction of the Authorized Person shall be deemed to be an Instruction from and irrevocably binding on the Client whether or not such person had actual authority to give such Instruction. The Client shall ratify and confirm all Instructions from any such person.

其他身分)，BOOM 並未陳述或保證任何買賣盤會於任何特定場所執行。如 BOOM 未能全數執行任何買賣盤，BOOM 可無須知會客戶而執行買賣盤的其中部份，而且不會因未能執行全部買賣盤所引致的任何損失而對客戶負責。

### 3.2. 服務限制

客戶確認 BOOM 並不提供投資意見。在不局限前述條文下：

- (a) BOOM 不會就任何買賣的適合性或盈利水平，或任何買賣的法律、財務或稅務後果，而向客戶提出意見或代客戶作出任何判斷。客戶須就每宗買賣自行作出判斷，並對其買賣負全部責任。倘客戶因 BOOM 向其提供就任何買賣有關的資訊而招致或與之有關而蒙受任何損失或損害，BOOM 及其任何僱員、高級人員或代理人均不承擔任何責任。
- (b) BOOM 並不監察客戶所持證券及其所持的其他資產的表現，而且 BOOM 沒有責任按任何情況或其他方面的變化而建議任何買賣。BOOM 對於帳戶中任何證券或其他資產的價值縮減概不負責。
- (c) 倘 BOOM 向客戶提供任何市場資訊，而客戶以之作出其投資決策，則客戶確認該等市場資訊乃由第三者（「資訊供應商」）提供，BOOM 不會而且沒有責任核實該等市場資訊是否正確或完整。BOOM 向客戶提供市場資訊並不構成 BOOM 向客戶提供的意見，而且不該解釋為與該等市場資訊有關的證券的推介或出售要約或購買要約的邀請。

在任何情況下，BOOM 對客戶因任何買賣而招致的稅務責任概不負責。

### 3.3. 職能轉授

BOOM 可按其全權及絕對酌情決定的條款及條件，將其按本協議提供的任何服務及任何職責全部或部分轉授予香港境內或境外的人士，包括 BOOM 的聯繫公司、經紀及託管人。BOOM 已獲授權向該等人士提供有關帳戶的資訊。

### 3.4. 適用法律

所有買賣均須符合執行或交收該等買賣的市場、交易所或結算所的法律、規例、規則及慣例。

BOOM 已獲授權代客戶收取及支付適用於在任何市場、交易所或結算所進行的買賣的所有徵費、費用、稅費及稅項。

## 4. 指示

### 4.1. 接受

BOOM 可全權及絕對酌情決定是否接受或拒絕客戶的指示。在不局限於如下的情況下，BOOM 可拒絕任何指示：(i) 如單獨認為帳戶內的資金不足以執行該指示，(ii) 如認為執行該指示會導致 BOOM 或客戶違反任何法律、規例或規則，或 (iii) 如客戶沒有按照 BOOM 全權及絕對酌情決定可能接受的形式或方式所作的指示。BOOM 可在接受任何指示時附加條件，而該等條件（如有）為 BOOM 可全權及絕對酌情所決定的。BOOM 在執行指示前，可先予覆核。BOOM 無須因以下情況所引起的任何利息或其他損失而負責：(i) 在執行指示前任何因覆核指示引致的延誤，(ii) BOOM 拒絕接受任何指示，或 (iii) 在傳達拒絕接受指示上的延誤。除非經 BOOM 明確書面同意，指示一經接受即不可撤回，即使客戶要求取消有關指示，客戶須受 BOOM 按指示作出的任何作為約束。

除非 BOOM 與客戶另行具體同意，客戶買賣證券的指示僅適用於作出該指示的交易日，或如該等證券的市場在指示作出時是停市的，則為下一個交易日，而在交易日終結時未有執行的全部或部分指示須自動失效。

### 4.2. 授權簽署人及獲授權人

除非及直至客戶以書面通知 BOOM 有關授權已被撤銷或發生變化，則 BOOM 有權依賴及按照客戶（不時）指定為授權人及/或授權簽署人的任何人士（視乎情況而定）（「獲授權人」）所作的任何指示行事。有關獲授權人的委任及客戶帳戶的處理安排必須在開戶申請表格中適當記錄，或按 BOOM 可接受的方式以任何授權書或指示信函作出有關帳戶操作安排的指示，而該等指示必須由客戶有效地執行並獲得 BOOM 的批准。而就本協議而言，獲授權人作出的該等指示須視為客戶的指示並對客戶具不可撤銷的約束力，不論該人士是否具實際權限作出該指示。客戶須追認並確認由該人士作出的一切指示。

#### 4.3. Communication Risks

BOOM shall not be liable to the Client for any loss the Client may incur as a result of (i) BOOM acting upon any Instruction which it believes in good faith to have been duly authorized by the Client, or (ii) BOOM acting in good faith upon any Instruction without reference to the Client notwithstanding that the transmission of such Instruction may have been delayed or corrupted. In the event that any Instruction is ambiguous, inaccurate or incomplete, BOOM may, without any liability to the Client and without further reference to the Client, adopt any reasonable interpretation of such Instruction.

#### 4.4. Online Instructions

Without prejudice to clauses 4.1 and 4.2, the Client shall be solely responsible for the entry of all information through the Client Platform and all Instructions entered into the Client Platform using the Client's Access Codes. The right to use the Client Platform is personal and the Client shall keep his Access Codes confidential and take all reasonable steps to protect his Access Codes from being used for unauthorized access to the Client Platform including by (i) ensuring that a secure and strong login password is created, (ii) changing its login password on a regular basis, and (iii) ensuring only the Client's own biometric credentials (including fingerprint, facial map or any other biometric data used for biometric authentication) is stored on any device used to access the Client Platform. The Client shall immediately notify BOOM in writing if he becomes aware of any disclosure or use of his Access Codes that the Client has not authorized. The Client shall check the digital certificate of the BOOM website used to access the Client Platform to verify the integrity of the domain name entered by him to access the Client Platform.

BOOM shall not be liable for acting upon any Instruction which it receives over the Client Platform and which has been authenticated by the Client's Access Codes. BOOM may, in its sole and absolute discretion, determine the type(s) of Access Codes that may be required to give any Instruction on the Client Platform. The Client shall indemnify BOOM in full against any loss or expense BOOM may incur as a result of BOOM accepting any Instruction authenticated through the Client Platform which has not been duly authorized by the Client.

The Client shall immediately notify BOOM if (i) the Client has placed an Instruction through the Client Platform but the Client has not received an acknowledgement of the Instruction or of Instruction execution, or (ii) the Client has received an acknowledgement of an Instruction which he did not authorize.

#### 4.5. Telephone Instructions

Without prejudice to clauses 4.1 and 4.2, BOOM may accept and rely upon Instructions to trade Securities which BOOM believes in good faith to have originated from the Client transmitted by telephone. BOOM shall be under no duty to confirm the authenticity of such Instructions by any means, including non-telephonic means. The Client shall indemnify BOOM from any loss or expense BOOM may incur as a result of accepting or relying upon Instructions transmitted by telephone.

#### 4.6. Email and Facsimile Instructions

Without prejudice to clauses 4.1 and 4.2, BOOM may accept and rely upon Instructions which it believes in good faith to have originated from the Client transmitted by email or facsimile. BOOM shall be under no duty to confirm the authenticity of such Instructions by any means and without limitation, shall have no duty to verify that the email address or the facsimile number from which Instructions are transmitted to BOOM is an email address or facsimile number authorized or specified by the Client. The Client shall indemnify BOOM from any loss or expense BOOM may incur as a result of accepting or relying upon Instructions transmitted by email or facsimile. The Client shall not give Instructions to buy or sell any Securities by email or facsimile (and for the avoidance of doubt, such Instructions do not include settlement instructions or corporate action instructions) and BOOM shall have no duty to accept such Instructions.

#### 4.7. Consolidation, Disaggregation & Prioritization

BOOM may, in its sole and absolute discretion, consolidate orders from the Client (including applications for Securities to be listed) with similar orders from other persons to whom BOOM provides services or disaggregate orders from the Client provided that:

- BOOM reasonably expects that such consolidation or disaggregation will not result in the execution of orders at a price less favourable than could have been achieved had such orders been executed without consolidation or disaggregation;
- in the event of there being insufficient Securities available to satisfy consolidated purchase orders, BOOM may allocate the number of Securities actually purchased between the Client and other persons to whom BOOM provides services in such manner as BOOM may in its sole and absolute discretion determine to be fair; and
- in the event that the prices at which orders are executed are different, BOOM may allocate the orders on the basis of the average price or such other basis which BOOM determines in its sole and absolute discretion is fair as between the Client and other persons to whom BOOM provides services.

BOOM may prioritize Instructions in such manner as it may in its sole and absolute discretion determine to be fair.

#### 4.8. Consent to Contact

The Client consents to BOOM contacting him to make or offer to make an agreement (i) for the Client to buy or sell (or with a view to having the Client to buy or sell) Securities, (ii) providing (or with a view to providing) margin financing to the Client, or (iii) the purpose or effect (or pretended purpose or effect) is to provide to the Client, whether conditionally or unconditionally, a profit, income or other returns from any Securities or calculated by reference to changes in the value of Securities. Without limiting the foregoing, BOOM may contact the Client:

#### 4.3. 通訊風險

對於客戶因以下原因所招致的任何損失，BOOM 概無須對客戶負責：(i) BOOM 真誠相信其按照客戶正式授權的指示行事；或 (ii) BOOM 在沒有徵詢客戶之下真誠相信其按照指示行事，即使該指示在傳遞中或有延誤或訛誤。倘指示不明確、不準確或不完整，BOOM 可在無須對客戶負責以及無須進一步徵詢客戶下，對指示採取合理詮釋。

#### 4.4. 網上指示

在不損害第 4.1 及 4.2 條規定的原則下，客戶須就其透過客戶平台所輸入的任何資料及使用其帳戶登入編碼在客戶平台上所作出的一切指示單獨負責。使用客戶平台的權利是個人的，客戶須將其帳戶登入編碼保密，並採取一切合理措施避免其帳戶登入編碼在未經授權下用於登入客戶平台，包括：(i) 確保創建一個安全且強大的登入密碼，(ii) 定期更改其登入密碼，及 (iii) 確保任何用於登入客戶平台的裝置都只儲存客戶自己的生物識別憑證（包括指紋、面容或任何其他用於生物認證的生物識別數據）。如客戶察覺其帳戶登入編碼未經其授權下披露或使用，須立即以書面通知 BOOM。客戶須核對用於登入客戶平台的 BOOM 網站電子證書，以核實客戶為登入客戶平台而輸入的域名的真確性。

如 BOOM 按其從客戶平台收到的指示行事，而指示是經客戶的帳戶登入編碼認證的，則 BOOM 無須就此負任何責任。BOOM 可全權及絕對酌情決定以哪種帳戶登入編碼在客戶平台作出指示。倘 BOOM 因接受經客戶平台認證但未經客戶正式授權的指示而招致任何損失或開支，客戶須全數彌償 BOOM。

如有以下情況，客戶須立即通知 BOOM：(i) 客戶經客戶平台提交指示後卻沒有收到確認指示或確認指示已執行的通知，或 (ii) 客戶收到有關未經其授權的指示的確認通知。

#### 4.5. 以電話作出指示

在不損害第 4.1 及 4.2 條規定下，BOOM 可接受並依賴其真誠相信是客戶以電話發出的買賣證券指示。BOOM 並沒有責任以任何方式（包括非電話方式）確認該等指示的真確性。倘 BOOM 因接受或依賴以電話作出的指示而招致任何損失或開支，客戶須對 BOOM 作出彌償。

#### 4.6. 以電子郵件及傳真作出指示

在不損害第 4.1 及 4.2 條規定下，BOOM 可接受並依賴其真誠相信是由客戶以電郵或傳真傳遞的指示。BOOM 沒有責任以任何方法確認該等指示的真確性，而且在沒有局限下，沒有責任核實用以向 BOOM 傳遞指示的電郵地址或傳真號碼是客戶認可或指定的。倘 BOOM 因接受或依賴以電郵或傳真傳遞的指示而招致任何損失或開支，客戶須對 BOOM 作出彌償。客戶不得以電郵或傳真作出任何買賣證券的指示，（及為免引起疑問，該等指示並不包括交收的指示或公司行動的指示），而 BOOM 並沒有責任接受該等指示。

#### 4.7. 合併、拆解合併及優先次序安排

在以下的情況下，BOOM 可全權及絕對酌情決定將客戶的買賣盤（包括即將上市證券的申請）與 BOOM 服務的其他人士的類似買賣盤合併或將客戶的買賣盤拆解合併：

- BOOM 合理預期倘進行有關合併或拆解合併後，執行買賣盤的價格不會差於在沒有進行合併或拆解合併時執行該等買賣盤的價格；
- 倘可提供的證券不足以執行合併的買賣盤，BOOM 可將實際購入的證券數目，按 BOOM 全權及絕對酌情決定認為公平的方式分配予客戶及獲 BOOM 提供服務的其他人士；及
- 倘買賣盤之間的執行價格有差異，BOOM 可按平均價或其全權及絕對酌情決定認為公平的其他基準，將買賣盤分配予客戶及獲 BOOM 提供服務的其他人士。

BOOM 可按其全權及絕對酌情決定認為公平的方式將指示安排先後次序。

#### 4.8. 同意聯絡

客戶同意 BOOM 與其聯絡，以便訂立或提出訂立協議 (i) 供客戶買賣（或目的是使客戶買賣）證券，(ii) 向客戶提供（或目的是向客戶提供）保證金融資，或 (iii) 其目的或效果（或伴稱的目的或效果）是有條件或無條件地向客戶提供來自證券，或參照證券價值變化而計算的盈利、收益或其他回報。在不局限於前述條文下，BOOM 可聯絡客戶：

- (a) with a view to arranging for the Client to sell Securities the Client owns in the event that BOOM receives Instructions from another person to whom BOOM provides services to buy Securities of that type provided that (i) BOOM has disclosed material interest to Client, and (ii) the price of any trade thereby concluded shall be at the volume weighted average price for the day or such other price which is fair;
- (b) with a view to determining the Client's interest in subscribing for or buying Securities to be placed.

#### 4.9. Logs & Recordings

BOOM may make a log of all interactions with the Client and record all telephone calls with the Client. Recordings of telephone calls and logs are the sole property of BOOM and BOOM may dispose of such recordings and logs as it may in its sole and absolute discretion determine. The Client agrees that recordings may be used as evidence of the contents of calls and logs may be used as evidence of the communications made between BOOM and the Client.

### 5. CUSTODY OF ASSETS

#### 5.1. Cash

Where BOOM receives or holds funds for or on behalf of the Client on the Account, BOOM may deposit such funds in a segregated account designated as trust or client account with such banks, brokers or other custodians as BOOM may in its sole and absolute discretion determine.

#### 5.2. Securities

Where BOOM holds Securities for the Client, BOOM may register such Securities in its name or the name of its nominee or deposit such Securities in an account in the name of BOOM with a bank, broker or other custodian. BOOM shall be required only to hold Securities equivalent by name, class, denomination, nominal amount and rank to those received for the Client and shall not be required to hold in custody the specific Securities originally received by BOOM for the Client.

The Client is made aware and acknowledges that it is his sole responsibility for knowing the terms of any Securities BOOM may hold for the Client, including upcoming corporate actions (such as meetings, takeover offers, schemes of arrangement, reorganizations, stock splits, delist, redemptions, etc.) and the respective deadlines or required actions.

BOOM shall be under no duty (i) to participate in or otherwise take any action in respect of any aforementioned corporate action in connection with any Securities BOOM may hold for the Client, or (ii) exercise any rights attached to or arising from Securities BOOM may hold for the Client except in accordance with written (or such other form or manner) Instructions of the Client as may be accepted by BOOM in its sole and absolute discretion and to the extent that BOOM's operational procedures will allow. In the absence of fraud or wilful default, BOOM shall not be liable to the Client for any loss which the Client may suffer for anything done or not done as a result any delay in the receipt of, or of the Client not receiving, communications, whether in respect of corporate actions or otherwise, in respect of Securities held by BOOM on behalf of the Client.

#### 5.3. Fund Deposits

To deposit funds into the Account, the Client shall arrange for the deposit or transfer of the funds to BOOM's client account as specified by BOOM from time to time. Without prejudice to clause 4, BOOM shall be under no duty to credit any funds to the Account until it has received cleared and immediately available funds into its client account and is able to match those funds deposited or transferred from the Client. Where BOOM receives cleared and immediately available funds into BOOM's client account after the cut off time specified by BOOM from time to time on any Business Day, the funds will be credited to the Account no earlier than the next Business Day. BOOM shall not be liable to the Client for:

- (a) any charges levied by the Client's bank to effect any transfer to BOOM's client account;
- (b) any delay in crediting funds to the Account for any reason including in the event that (i) BOOM's bankers (or any other bank with whom such bankers deal) return the funds as a result of the transfer Instructions containing any error in the description of BOOM as the beneficiary or for any other reason, or (ii) an incorrect amount or incorrectly identifies the transferor.

The Client authorizes and instructs BOOM to return, without notice, any third-party payments received into the Client's Account to their source.

Furthermore, BOOM shall not be liable to the Client for any interest, charges, expenses, claims, losses, costs and damages in connection with the return of funds by BOOM. The Client also understands that BOOM is not liable to the Client or any third party for any interest, charges, expenses, claims, losses, costs and damages in connection with BOOM's reliance on the aforesaid authorization and instruction.

#### 5.4. Securities Deposits

To deposit Securities into the Account, the Client shall arrange to deliver or transfer the Securities to BOOM within the timeline specified by BOOM from time to time on any Business Day. Without prejudice to clause 4, BOOM shall be under no duty to credit any Securities to the Account until such Securities are immediately available to discharge any settlement obligation. BOOM shall not be liable to the Client for any delay in crediting Securities to the Account for any reason. The Client represents and warrants that it shall have good and unencumbered title to all Securities deposited and that all such Securities are fully paid.

#### 5.5. Interest

BOOM may pay interest on funds in the Account at such rate calculated by such method as it may from time to time determine in its sole and absolute discretion. BOOM shall be

- (a) 目的是使 BOOM 從另一獲 BOOM 提供服務的人士收到購買證券的指示時，安排客戶出售客戶擁有的該類證券，條件是 (i) BOOM 已向客戶披露重大權益，及 (ii) 成交買賣的價格須為當日的成交量加權平均價或其他公平價格；

- (b) 目的是以確定在認購或購買獲配售證券時客戶的權益。

#### 4.9. 記錄冊及錄音

BOOM 可將與客戶的一切通訊往來以記錄冊記錄，並將與客戶的一切電話通話進行錄音。電話通話的錄音及記錄冊均為 BOOM 單獨擁有的財產，BOOM 可全權及絕對酌情決定處置該等錄音及記錄冊。客戶同意該等錄音可用作通話內容的證據，而記錄冊則可用作 BOOM 與客戶之間通訊的證據。

### 5. 資產託管

#### 5.1. 現金

如 BOOM 為或代客戶的帳戶收取或持有資金，BOOM 可將該等資金存入在 BOOM 全權及絕對酌情決定的銀行、經紀或其他託管人開設並指定為信託或客戶帳戶的獨立帳戶。

#### 5.2. 證券

在 BOOM 為客戶持有證券的情況下，BOOM 可以其名義或其代理人的名義登記該等證券，或將該等證券存入以 BOOM 名義於銀行、經紀或其他託管人開設的帳戶。BOOM 僅須持有在名稱、類別、計值貨幣、票面值及級別上與從客戶收到的證券同等的證券，而無須持有和保管 BOOM 原來代客戶收到的特定證券。

客戶已被告知並承認其須單獨負責了解 BOOM 為其持有的任何證券的條款，包括即將發生的公司行動（如會議、收購要約、債務償還安排計劃、重組、股票分拆、退市、贖回等）及相關截止日期或所須採取的行動。

BOOM 沒有責任 (i) 因其為客戶持有證券，而參與或以其他方式就該等證券相關的任何上述公司行動採取行動，或 (ii) 行使 BOOM 為客戶持有的證券所附有的或引起的任何權利，但 BOOM 在運營程序允許的範圍內按照其全權及絕對酌情權所接受的客戶指示而行使的情況除外。在沒有欺詐或故意失責的情況下，倘客戶因延遲收到或沒有收到與 BOOM 代其持有的證券有關的公司行動或其他方面的通訊所發生了或不能發生的任何事情而蒙受損失，BOOM 無須對客戶負責。

#### 5.3. 存入資金

客戶在帳戶存入資金，須安排將資金存入或轉撥至 BOOM 不時指定的 BOOM 的客戶帳戶。在不損害第 4 條規定的原則下，在 BOOM 於其客戶帳戶收到已結清並可即時取用的資金而又能將該等資金與客戶存入或轉撥的資金配對之前，BOOM 並沒有責任將任何資金記入帳戶。如 BOOM 在任何營業日其不時指定的截止時間之後在其客戶帳戶收到已結清並可即時取用的資金，則該等資金不會早於下一營業日記入帳戶。BOOM 無須就以下事項對客戶負責：

- (a) 客戶的銀行就將資金轉撥至 BOOM 的客戶帳戶而收取的任何費用；
- (b) 資金記入帳戶因任何原因發生延誤，包括 (i) BOOM 的銀行（或與該銀行往來的其他銀行）因過戶指示中載有有關 BOOM 作為受益人的說明有任何錯誤或其他原因而將資金退回，或 (ii) 不正確的數額或沒有正確指明過戶人。

客戶授權並指示 BOOM 可無需通知客戶而將任何由第三方存入到客戶帳戶的款項退回到付款源頭。

此外，BOOM 無須就進行退回款項所招致的任何利息、費用、開支、索賠、損失、成本和損害而對客戶負責。客戶同時明白 BOOM 無須就其依賴上述授權所招致的任何利息、費用、開支、索賠、損失、成本和損害而對客戶或任何第三方負責。

#### 5.4. 存入證券

客戶在帳戶存入證券，須安排將證券交付或轉撥至 BOOM 在任何營業日其不時指定的截止時間。在不損害第 4 條規定下，在有任何即時用於交收的該等證券，BOOM 並沒有責任將任何證券記入帳戶。如證券記入帳戶因任何原因而有延誤，BOOM 無須對客戶負責。客戶聲明並保證其對存入的所有證券擁有妥善及沒有產權負擔的所有權，而且全部證券均已繳足股款。

#### 5.5. 利息

BOOM 可以其不時全權及絕對酌情決定的利率及方法，計算就帳

under no duty to notify the Client of any change in such rate. BOOM shall not pay interest where the cash balance on the Account does not exceed such amount as BOOM may specify from time to time as the minimum cash balance for interest payment.

#### 5.6. Fund Withdrawals

To withdraw funds from the Account, the Client shall give funds withdrawal Instruction to BOOM in the form and manner acceptable to BOOM. Without prejudice to clauses 4 and 5.8, BOOM shall be under no duty to process any withdrawal if:

- available funds in the Account are insufficient to meet the withdrawal or, in the opinion of BOOM, such funds together with other assets in the Account are or would following such withdrawal be insufficient to meet the Client's liabilities to BOOM, whether actual or contingent, present or future;
- the fund withdrawal Instruction specifies a beneficiary (whether the name of the payee by which funds are to be withdrawn or the name of the bank account to which funds are to be transferred or otherwise) other than the Client; or
- the Client is in material breach of any provision of this Agreement.

BOOM shall effect all withdrawal requests by delivery of a cheque or the transfer of funds electronically or telegraphically. The Client acknowledges that banks may charge and BOOM may authorize such banks to deduct fees from the amount withdrawn in connection with any transfer. BOOM is not in a position to and shall have no duty to verify that any account to which funds are transferred is in fact an account of the beneficiary specified in the Client's Instruction. BOOM shall not be liable to the Client for any delay in the Client's receipt of funds withdrawn from the Account. Risk of funds shall pass to the Client upon BOOM issuing and sending a cheque to the Client or giving an instruction to BOOM's bank to transfer funds to the Client in accordance with the Client's Instruction.

#### 5.7. Securities Withdrawals

To withdraw Securities, the Client shall give Instruction to BOOM in the form and manner acceptable to BOOM. Without prejudice to clauses 4 and 5.8, BOOM shall be under no duty to process any withdrawal if:

- such Securities are not fully paid; or
- in the opinion of BOOM, available assets in the Account are or following the withdrawal would be insufficient to meet the Client's liabilities to BOOM, whether actual or contingent, present or future.

If method of withdrawal is not specified by the Client, BOOM may effect any Securities withdrawal by delivering to the Client a share certificate registered in the name of the Client. BOOM shall not be liable for any delay in effecting any Securities withdrawal.

#### 5.8. Currency Exchange

In the event the Client gives Instructions to BOOM to effect any sale or purchase of Securities on an exchange or other market on which such transactions are effected or otherwise incurs any liability on the Account in a currency for the applicable market:

- BOOM is authorized to convert the funds in the Account to the currency of the transaction or the liability on such terms and conditions it may in its sole and absolute discretion determine; and
- any profit or loss arising as a result of fluctuations in the rate of exchange between the currency of the transaction or liability and the currency of funds in the Account shall be for the account of the Client.

#### 5.9. Distributions

In the event Client is entitled to any fraction of any Securities, BOOM shall deal in such fraction of any Securities in any manner as BOOM may so determine including retaining for its own benefit any such fractional entitlement. BOOM shall not be liable to the Client for any fraction of any entitlement.

In the event of any dividend or other distribution payable in cash or in kind, in the absence of any written Instruction from the Client to the contrary, BOOM shall be authorized to elect to receive the distribution in cash.

In the event that Securities held with BOOM are not registered in the Client's name, any distributions or benefits which accrue in respect of such Securities shall be credited to the Account in proportion to the number or amount of Securities held on the Account bears to the total number or amount of Securities so held with BOOM.

### 6. FEES & EXPENSES

#### 6.1. General

The Client shall pay and authorizes BOOM to debit from the Account such fees, including the annual fee (where applicable) at such times and in such amounts as BOOM may from time to time specify in its schedule of fees as posted on its website. The Client shall indemnify and keep fully indemnified BOOM from any expense incurred by BOOM in executing Client's Instructions or in receiving or holding Securities and funds for the Client (including brokerage fees, custodial fees, transfer fees, taxes, duties, and levies).

#### 6.2. Minimum Transaction Frequency or Account Balance

Without prejudice to the foregoing, BOOM shall be entitled to charge an annual fee against the Account if the Client fails to meet such minimum number of transactions or maintain such minimum account balance as BOOM may from time to time specify.

戶中的資金所支付的利息。如該利率有任何變更，BOOM 並沒有責任通知客戶。倘帳戶的現金結餘並不超過 BOOM 不時指明可獲付利息的最低現金結餘，則 BOOM 無須支付利息。

#### 5.6. 提取資金

客戶要從帳戶提取資金，須按 BOOM 接受的形式及方法向 BOOM 發出資金提取指示。在不損害第 4 及 5.8 條規定下，如有以下情況，BOOM 並沒有責任處理提取要求：

- 帳戶可供取用的資金不足以供提取，或 BOOM 認為帳戶內的資金連同其他資產在提取後即不足以償還客戶對 BOOM 的負債，不論是實際的或是或有的，是現在的或是將來的；
- 資金提取指示指明的受益人（不論提取資金的收款人名稱，或資金轉撥至的銀行帳戶名稱或其他名稱）不是客戶；或
- 客戶嚴重違反本協議任何條文。

BOOM 須以交付支票或電子轉帳或電匯資金的方式執行提取資金的的要求。客戶確認銀行可以從提取金額中收取費用，而 BOOM 可授權該等銀行從任何提取資金中扣減該等費用。BOOM 並沒有能力而且沒有責任核實轉撥資金的戶口確實是客戶的指示所指明的受益人的戶口。如客戶在收取從帳戶提取的資金發生任何延誤，BOOM 無須為此向客戶負責。在 BOOM 按照客戶的指示所簽發支票予客戶或向其銀行發出將資金轉撥予客戶的指示後，資金的風險即轉移予客戶。

#### 5.7. 提取證券

客戶要提取證券，須按 BOOM 接受的形式及方法向 BOOM 發出指示。在不損害第 4 及 5.8 條規定下，如有以下情況，BOOM 並沒有責任處理提取要求：

- 有關證券尚未繳足股款；或
- BOOM 認為帳戶中可供取用的資產不足，或在提取後不足以償還客戶對 BOOM 的負債，不論是實際的或是或有的，是現在的或是將來的。

在客戶沒有指明提取方法下，BOOM 可將以客戶名義登記的股份證明書交付客戶，以執行證券的提取。BOOM 無須對提取證券的任何延誤負責。

#### 5.8. 貨幣兌換

倘客戶指示 BOOM 買賣證券，而進行有關交易的交易所或其他市場是以其他貨幣進行，客戶就以該等貨幣進行交易或帳戶招致任何該等貨幣的負債時：

- BOOM 獲授權按其全權及絕對酌情決定的條款及條件，將帳戶中的資金兌換為有關交易或負債的貨幣；及
- 有關交易或負債的貨幣與帳戶資金的貨幣之間的匯率波動引起的任何盈利或損失全歸客戶所有。

#### 5.9. 分派

如客戶享有任何證券的零碎權益，BOOM 可將之以任何方式處理，包括為 BOOM 自身利益保留零碎權益。BOOM 均無須就任何證券的零碎權益對客戶負責。

倘任何股息或其他分派是以現金或實物支付，在沒有客戶以書面另作指示下，BOOM 獲授權選擇以現金收取分派額。

倘 BOOM 所持證券並非以客戶名義登記，該等證券的任何應累算分派或利益須以帳戶所持的證券數目相對於 BOOM 持有該等證券的總數或總額，按比例記入帳戶中。

### 6. 費用及開支

#### 6.1. 一般條文

客戶授權並須按 BOOM 不時在其網站刊登的收費表指定的時間及數額，向 BOOM 繳付費用，包括年費（如適用）。對於 BOOM 執行客戶的指示，或為客戶收取或持有證券及資金所招致的開支（包括經紀費、託管費、過戶費、稅項、稅費及徵費），客戶須向 BOOM 作出彌償，並使其獲全數彌償。

#### 6.2. 最低交易次數或帳戶結餘

在不損害前述條文規定下，如客戶的交易宗數或在帳戶中維持的結餘未能達到 BOOM 不時指定的最低數目，BOOM 有權就帳戶收取年費。

## 7. CLIENT REPORTING

Each email in respect of the availability of statements of account on the Client Platform or enclosing statements of accounts issued by BOOM in respect of the Account shall constitute a communication to which clause 17 shall apply. The Client shall review all daily and monthly statements within two (2) days of the issuance of an email notifying the Client of the availability of such statements or enclosing such statement, as the case may be, and shall notify BOOM immediately of any objection (including any claim of unauthorized withdrawal of funds or Securities from the Account or any trade on the Account that has not been authorized or the terms of which have not been authorized) to any transaction therein. In the absence of manifest error, all statements shall be deemed to be accurate and conclusive if not objected to within fourteen (14) days of the date of their issuance. BOOM shall not in any circumstance whatsoever be liable to the Client for any loss the Client may incur, whether as a result of negligence, wilful default, fraud or otherwise, if such loss is apparent from a review of a statement and the Client fails to notify BOOM of such loss by an objection as aforesaid. The Client shall save a copy of all statements on his own computer. The Client acknowledges that daily statements may include trade confirmation information in lieu of contract notes.

## 8. SETTLEMENT

The Client shall indemnify BOOM in full for all outgoings and liabilities incurred by BOOM in performing its services under or in connection with this Agreement. Without limiting the foregoing, the Client shall be liable for and shall promptly settle all interests, fees, expenses (including levies, duties, and taxes), for trades on the Account and all debit balances outstanding on the Account. The Client authorizes BOOM (i) to deduct from the funds standing to the credit of the Account any sum to effect such settlement, (ii) to withdraw Securities standing to the credit of the Account to settle any trade, and (iii) to apply any sum received or held by BOOM on the Account to any liability of the Client.

### 8.1. Overdue Interest

In the event of any deficit in the Account, not otherwise arising under any loan facilities provided by BOOM to the Client, the Client shall pay interest at a rate equal to the prime lending rate set by The Hongkong and Shanghai Banking Corporation Limited plus eight per cent (8.0%) per annum on any sum due but not yet paid, such interest to accrue daily, be calculated on a 365-day year and be payable on the last day of each calendar month.

### 8.2. Failure to Settle Trade

Without prejudice to any other remedy BOOM may have, in the event that the Client is unable to settle any:

- sale of any Securities effected by BOOM on behalf of the Client, BOOM may purchase or borrow the Securities required to settle such sale on such terms as BOOM may, in its sole and absolute discretion, determine to be reasonable and the Client shall be liable to pay to BOOM the costs of handling the failure of the Client to settle including (i) the price of the Securities purchased together with all costs incurred by BOOM in effecting the purchase, or (ii) the initial and ongoing costs of borrowing Securities until such time as the Client settles the sale; or
- purchase of any Securities effected by BOOM on behalf of the Client, BOOM may accept delivery of the Securities purchased, charge the Account for the purchase price, sell the Securities at such price as BOOM may, in its sole and absolute discretion determine to be reasonable, and credit the Account with the proceeds.

## 9. ENTIRE & SINGLE AGREEMENT

This Agreement, including any terms and conditions in any supplements and together with the terms and conditions of any statements of account, constitutes the entire understanding between BOOM and the Client concerning the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter but without prejudice to any rights accrued thereunder.

Each trade executed by BOOM for the Client and each loan under any loan facilities granted by BOOM to the Client shall be subject to these terms and conditions. Each statement of account shall supplement and form part of this Agreement so that this Agreement together with all supplements and all statements of account shall constitute one single agreement between BOOM and the Client.

The Client confirms that he has not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement provided that nothing herein purports to exclude liability for any fraudulent misrepresentation or act.

## 10. SECURITY

The Client shall not encumber any assets in the Account.

### 10.1. Charge

The Client hereby grants to BOOM a first fixed charge over all Securities, funds and other assets in the Account as continuing security for the satisfaction of any and all liabilities of the Client to BOOM, whether under this Agreement or otherwise. The charge is in addition to and without prejudice to any other security which BOOM may hold and shall continue notwithstanding any intermediate payment or settlement or satisfaction in whole or in part of any liability owed by the Client to BOOM. The charge shall not be discharged by any amendment or variation to this Agreement or by the winding-up, bankruptcy or insolvency of the Client.

## 7. 客戶報告

BOOM 就帳戶發出的每個有關客戶平台已備有帳戶結單或已連附帳戶結單的電郵，均構成第 17 條適用的通訊。通知客戶已備有或已連附結單（視屬何種情況而定）的電郵發出後，客戶須在兩（2）天內覆核全部每日及每月結單；如對其中任何交易有異議（包括聲稱有資金或證券未經授權而從帳戶提取，或有未經授權的買賣以帳戶進行，或買賣的條款未經授權認可），須立即通知 BOOM。在沒有明顯錯誤下，所有結單在發出之日後十四（14）天內未有異議提出，即視為準確及最終結單。對於客戶可能招致的損失，不論是因疏忽、故意失責、欺詐或其他原因所致，如該損失於覆核結單時是顯而易見，而客戶卻並未如前述提出異議通知 BOOM，則 BOOM 在任何情況下均無須對客戶負責。客戶須在其本身電腦上儲存一份所有結單的複本。客戶確認每日結單可包括確認買賣的資訊，以代替成交單據。

## 8. 交收

BOOM 在根據本協議履行其服務時或與本協議相關連的情況下招致的全部支出及負債，客戶須全數向 BOOM 作出彌償。在不局限於前述條文規定的原則下，客戶須對所有利息、費用、開支（包括徵費、稅費及稅項），以帳戶執行的買賣及帳戶中的尚欠餘額負責，並即時付清。客戶授權 BOOM (i) 從帳戶的結存資金扣除任何數額以支付用於此等交收的費用，(ii) 提取帳戶內結存證券用於交收任何買賣，及 (iii) 以 BOOM 就帳戶所收取或持有的任何數額清償客戶的負債。

### 8.1. 逾期利息

倘帳戶出現赤字，而且並不是因 BOOM 向客戶提供貸款融資所引起的，客戶即須按香港上海匯豐銀行有限公司所定的最優惠利率再加年率八厘（8%），就到期而尚未支付的數額支付利息，利息以一年為 365 天每天累計，並須於每一公曆月最後一天支付。

### 8.2. 未能交收交易

在不損害 BOOM 可採取的任何其他補救方法之原則下：

- 在 BOOM 代客戶出售任何證券時，倘客戶未能進行交收，BOOM 可按其全權及絕對酌情決定認為合理的條件買入或借入交收所需的證券，而對於 BOOM 處理客戶未能交收所引起的費用，客戶須負責支付 BOOM，此等費用包括 (i) 證券的買入價，連同 BOOM 買入證券所招致的所有費用，或 (ii) 借入證券的初步及持續費用，直至客戶就售出證券進行交收之時為止；或
- 在 BOOM 代客戶買入任何證券時，倘客戶未能進行交收，BOOM 可接收所交付的證券，將買入價記入帳戶，以 BOOM 全權及絕對酌情決定認為合理的價格賣出證券，並將所得收益貸入帳戶。

## 9. 完整及單一協議

本協議（包括任何附件中的條款及條件及連同任何帳戶結單的條款及條件）構成 BOOM 與客戶之間彼此對本協議涉及事項的全部共識，並取代及代替彼此就此等事項的先前書面或口頭協議、陳述或共識，但不損害根據本協議累計的任何權利。

BOOM 為客戶執行的每宗買賣，以及 BOOM 根據貸款融資發放予客戶的每項貸款，均須符合此等條款及條件。每一帳戶結單須補充本協議，並構成本協議的一部分，以致本協議連同所有附件及所有帳戶結單構成 BOOM 與客戶之間的單一協議。

客戶確認其並非根據任何沒有明確納入本協議的陳述而訂立本協議，惟本協議沒有任何條文並意圖免除就任何欺詐成份的失實陳述或作為所應負的責任。

## 10. 抵押

客戶不得對帳戶中的資產設定產權負擔。

### 10.1. 押記

客戶特此向 BOOM 授予帳戶內所有證券、資金及其他資產的第一固定押記，作為客戶履行不論是根據本協議或其他規定對 BOOM 的任何及全部責任的持續抵押保證。該押記是額外加於及不損害 BOOM 可持有的任何其他抵押的，而且須持續有效，即使客戶對 BOOM 的全部或部分責任獲任何中期付款或交收或履行。該押記並不因本協議有任何修訂或更改，或客戶清盤、破產或無力償債而解除。



## 10.2. Lien

Any and all funds, Securities and other assets held in the Account shall be subject to a lien in favour of BOOM to secure the performance by the Client of its obligations hereunder. Assets in the Account which are held by persons other than BOOM on behalf of BOOM may be subject to a lien in favour of such other persons and the return of such assets may be subject to the satisfaction of all liabilities of BOOM to such persons.

## 10.3. Defaults

An "Event of Default" shall arise in the event of:

- the Client breaching any terms or conditions of this Agreement or being the subject of a petition for bankruptcy or winding-up or a receiver, administrator, liquidator, provisional liquidator, or trustee in bankruptcy being appointed over the Client or the Client being the subject of any levy of execution, any attachment or distraint or the Client being otherwise unable to pay his debts as they fall due;
- the Client being adjudged to be incompetent or the Client dies;
- the guarantor, if any, of the Client's obligations under this Agreement (i) being the subject of a petition for bankruptcy or winding-up or a receiver, administrator, liquidator, provisional liquidator, or trustee in bankruptcy being appointed over the guarantor, or (ii) breaching any term or condition of the guarantee; or
- BOOM otherwise determining, in its sole and absolute discretion, that it is necessary for BOOM's own protection,

Upon an Event of Default, all sums due from the Client to BOOM shall become immediately due and repayable.

## 10.4. Liquidation

Upon an Event of Default, if the funds standing to the credit of the Account are insufficient to discharge the liabilities of the Client to BOOM, BOOM may, on such terms which it may in its sole and absolute discretion determine to be reasonable, liquidate some or all of the Securities or other assets in the Account and apply the proceeds from such liquidation to the discharge of such liabilities or hold the proceeds from such liquidation in suspense account for so long as BOOM may in its sole and absolute discretion determine without any obligation to apply the same or any part thereof towards the discharge of such liabilities. BOOM shall not be liable to the Client for any loss incurred by the Client as a result of such liquidation, whether as a result of the timing of such liquidation, the price at which such liquidation took place, the types and numbers of Securities subjected to such liquidation or otherwise. The Client shall remain liable for any liabilities not discharged following a liquidation and the application of the proceeds of such liquidation to such liabilities.

## 10.5. Combination and Set-Off

Upon an Event of Default, BOOM shall be entitled without prior notice to the Client to:

- combine the Account with any other account held by the Client with BOOM in order to set-off, transfer or apply funds, Securities or other assets in such accounts in satisfaction of liabilities, whether actual or contingent, primary or collateral, secured or unsecured, joint or several, owed by the Client to BOOM;
- set-off any of BOOM's liability to the Client in or towards the satisfaction of all or any of the Client's liabilities to BOOM, whether actual or contingent, primary or collateral, secured or unsecured, joint or several, and whether arising under this Agreement or not, including all fees and expenses payable to BOOM hereunder; and
- where such combination or set-off requires the conversion of one currency to another, convert any currency in accordance with clause 5.8.

## 10.6. Remedies Cumulative

Except as provided in this Agreement, the rights, powers, remedies and privileges of BOOM in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

## 10.7. Costs of Enforcement

The Client shall indemnify BOOM in full against any expenses which BOOM may incur in enforcing this Agreement. Without limitation, the Client shall be liable for all legal expenses incurred by BOOM and all expenses of any debt collection agent as a result of a breach of this Agreement by the Client.

## 11. CONFLICTS OF INTEREST

### 11.1. Non-Exclusivity

Nothing in this Agreement shall restrict BOOM from providing services of the type contemplated by this Agreement to persons other than the Client.

### 11.2. No Misuse of Confidential Information

BOOM may possess information that, if disclosed to the Client, may be beneficial to the Client (including information as to the orders placed by other persons to whom BOOM provides services). BOOM shall be under no duty to use such information for the benefit of the Client or to disclose such information to the Client.

## 10.2. 留置權

帳戶中所持的任何及所有資金、證券及其他資產須受限於 BOOM 為確保客戶履行本協議規定的責任而享有的留置權。帳戶中由 BOOM 以外人士代 BOOM 持有的資產或須受限於以該等人士為受益人的留置權，BOOM 對該等人士的全部責任須獲履行後，該等資產才可返還。

## 10.3. 違約

有以下情況時即引起「違約事件」：

- 客戶違反本協議任何條款或條件，或客戶成為破產或清盤呈請的對象，或已就客戶委出接管人、破產管理人、清盤人、臨時清盤人或破產受託人，或客戶成為任何實施執行、扣押令、扣押的對象，或客戶因任何其他原因未能支付到期債務；
- 客戶經判定為不具有能力或已身故；
- 客戶在本協議的責任的擔保人（如有）(i) 成為破產或清盤呈請的對象，或已就擔保人委出接管管理人、破產管理人、清盤人、臨時清盤人或破產受託人，或 (ii) 違反保證的任何條款或條件；或
- BOOM 全權及絕對酌情決定認為是為保障其本身而言屬必要的其他情況，

發生違約事件後，客戶須支付予 BOOM 的所有數額將立即到期並須予支付。

## 10.4. 變現

發生違約事件後，如帳戶的結存資金不足以解除客戶對 BOOM 的責任，BOOM 可按其全權及絕對酌情決定認為合理的條款，將帳戶內的部分或全部證券或其他資產變現，以變現所得用於解除該等責任，或以暫記帳戶持有變現所得，而持有時間則按 BOOM 全權及絕對酌情決定，而且沒有責任以全部或部分變現所得解除該等責任。客戶因有關變現而招致的損失，不論是由於該等變現的時機、變現所據的價格、變現證券的種類及數目或其他原因所致，BOOM 均無須對客戶負責。客戶仍須對變現後及變現後所得用於解除責任後尚未解除的責任負責。

## 10.5. 合併及抵銷

發生違約事件後，BOOM 有權在沒有事先通知客戶之下：

- 將帳戶與客戶於 BOOM 設立的其他帳戶合併，以便以該等帳戶中的資金、證券或其他資產作出抵銷、轉帳或加以運用，以解除客戶對 BOOM 的責任，不論是實際的或是或有的、主要的或是附屬的、有保證的或是沒有保證的、共同的或是各別的；
- 以 BOOM 對客戶的責任用於或達到解除客戶對 BOOM 的全部或任何責任，不論是實際的或是或有的、主要的或是附屬的、有保證的或是沒有保證的、共同的或是各別的，以及不論是否因本協議引起的，包括根據本協議須予 BOOM 的全部費用及開支；及
- 如進行合併或抵銷須以一種貨幣兌換成另一種貨幣，則按照第 5.8 條進行任何貨幣兌換。

## 10.6. 累積補救方法

除本協議另有規定外，BOOM 在本協議的權利、權力、補救方法及特權均屬累積的，而且並不排拒法律規定的任何權利、權力、補救方法及特權。

## 10.7. 執行費用

BOOM 在強制執行本協議所招致的任何開支，客戶須予全數向 BOOM 作出彌償。在不局限於如下的情況下，因客戶違反本協議而令 BOOM 招致的所有法律開支，以及債務追收代理公司的所有開支，客戶均須負責。

## 11. 利益衝突

### 11.1. 非獨家性

本協議並沒有任何條文限制 BOOM 向客戶以外的其他人士提供本協議所述種類的服務。

### 11.2. 不當使用機密資料

BOOM 可能管有（如向客戶披露）可能對客戶有利的資料（包括 BOOM 服務的其他人士所作買賣盤的資料）。BOOM 並沒有責任使用該等資料以令客戶得益，或向客戶披露該等資料。

### 11.3. Counterparty and Affiliate Transactions

BOOM, its affiliates, or other persons associated with BOOM may have an interest, relationship or arrangement that is material in relation to any transaction or Instructions effected under this Agreement and BOOM, its affiliates and such persons shall not be liable to account to the Client for any profit earned from any transaction or the effecting of any Instruction by reason of such interest, relationship or arrangement. Without limitation, (i) BOOM, its affiliates, or such related persons may, as principal, for the purpose of facilitating Client Instructions, act as the counterparty to a Client, whether in the conversion of currency, the trading of Securities or otherwise, (ii) BOOM may execute Instructions to trade Securities through its affiliates, and (iii) BOOM may act as a sponsor, underwriter or placement agent of any Securities which are the subject of any Instructions. The Client agrees that BOOM may transact such business or effect such Instructions without prior specific reference to any potential conflict of interest.

### 11.4. Rebates

The Client consents to BOOM receiving, without further prior notice to the Client, (i) rebates from brokers, operators of market venues, product distributors and other persons in connection with any trade effected by BOOM for the Client through such brokers, market venues, distributors or persons, and (ii) underwriting or placing fees in respect of offerings or placements of Securities where BOOM is executing or has executed Instructions from the Client to subscribe for, buy or otherwise deal in such Securities or their derivatives.

## 12. REPRESENTATIONS AND WARRANTIES

### 12.1. General

The Client acknowledges that BOOM is required by (i) laws and regulations applicable to BOOM or to assets received or held by BOOM (whether for BOOM or on behalf of the Client or other persons to whom BOOM provides services), or (ii) rules, practices or customs in the market or venue in which the Client seeks to deal, to obtain certain information and documentation with respect to persons to whom BOOM provides services including in respect of the identity of such persons. The Client shall provide BOOM at any time upon request such information or documentation as BOOM may require in order to enable BOOM to comply with such laws, regulations, rules, practices or customs. The Client consents to BOOM conducting a credit enquiry or background check on the Client or to obtaining references from the banks named in the account opening form. The Client represents and warrants that:

- (a) all information provided by the Client to BOOM in the account opening form or pursuant to this Agreement is and will at all times during the term of this Agreement be true and complete, including any material change of Client information under clause 12.4 below;
- (b) unless BOOM is otherwise notified in writing, the Client is and will at all times during the term of this Agreement be trading as principal and no person other than the Client has any interest in the Account, stands to gain the economic or commercial benefit of any trade on the Account or to bear the economic or commercial risk of any trade on the Account or is responsible ultimately for originating Instructions on the Account;
- (c) this Agreement has been validly executed by the Client and constitutes a valid and legally binding agreement on the Client enforceable in accordance with its terms;
- (d) this Agreement and its performance and the obligations contained herein do not and will not at all times during the term of this Agreement contravene any law, regulation or rule applicable to the Client or conflict with or result in any breach of the terms and conditions of any other agreement or instrument to which the Client is a party or is subject or by which any of the Client's property is bound;
- (e) unless otherwise notified to BOOM in writing, the Client is not and will not at all times during the term of this Agreement be an employee or officer of any person licensed or registered with the SFC or any bank, broker, asset manager, investment adviser or other financial intermediary carrying on a business similar to any regulated activity under the SFO;
- (f) if the Client is in Hong Kong, the Client is 18 years of age or older and if the Client is in a jurisdiction outside of Hong Kong, the Client is of legal age in that jurisdiction;
- (g) unless BOOM is otherwise notified in writing, the Client is not a (i) citizen or permanent resident of the U.S., (ii) a person born in the U.S., (iii) a person who holds a residential or correspondence address in the U.S., (iv) a person who transfers funds to the U.S. on a regular basis, (v) a person who has granted a power of attorney to a person with a U.S. Address, or (vi) a U.S. Person within the meaning of Regulation S of the U.S. Securities Act;
- (h) where the Client is an Intermediary as defined in the Anti Money Laundering and Counter Terrorist Financing (Financial Institutions) Ordinance ("AMLO"), the Client confirms undertaking to (i) maintain internal controls and process to comply with anti-money laundering rules, regulations and guidelines including performing on-going monitoring of its underlying clients and other parties, including their transactions; (ii) perform client due diligence measures under the AMLO; and (iii) promptly providing documents of underlying clients and other parties obtained in the course of carrying out client due diligence procedures upon request from regulatory authorities or otherwise as required by BOOM; and
- (i) any notification given by the Client to BOOM is true and complete.

In the event that the Client is not trading as principal, the Client shall within two (2) Business Days of a request made by BOOM, disclose to such regulatory authority as BOOM may specify such information relating to the person (i) who bears the commercial or economic benefit or burden on any trade to which such request relates, or (ii) who

### 11.3. 對手方及聯繫公司交易

BOOM、其聯繫公司或與 BOOM 相聯的其他人士可能擁有就根據本協議執行的交易或指示而言屬實質的利益、關係或安排，而 BOOM、其聯繫公司及該等人士均無須因為該等利益、關係或安排而向客戶解釋從任何交易或執行任何指示所賺取的任何盈利。在不局限於如下的情況下，(i) BOOM、其聯繫公司或上述關連人士可以主事人身分，為方便執行客戶指示而擔任客戶的對手方，不論是在兌換貨幣、買賣證券或其他方面，(ii) BOOM 可透過其聯繫公司執行買賣證券的指示，及 (iii) BOOM 可擔任作為任何指示標的證券的保薦人、包銷商或配售代理。客戶同意 BOOM 可進行該等業務或執行該等指示而無須事先特定提述可能有利益衝突。

### 11.4. 回佣

客戶同意 BOOM 可在不事先通知客戶之下，(i) 就 BOOM 透過經紀、市場場所的經營者、產品分銷商及其他人士代客戶執行的任何買賣向彼等收取回佣，及 (ii) 在 BOOM 正執行或已執行客戶的指示以認購、買入或以其他方式買賣證券或其衍生工具的情況下，就證券的發售或配售收取包銷費或配售費。

## 12. 陳述及保證

### 12.1. 一般條文

客戶確認 BOOM 須 (i) 根據適用於 BOOM 或適用於 BOOM 收取或持有的資產（不論資產是為 BOOM 或代客戶或 BOOM 服務的其他人士收取或持有）的法律和規例，或 (ii) 根據客戶尋求進行交易的市場或場所的規則、常規或習俗，取得有關 BOOM 服務的人士的某些資料及文件，包括與該等人士身份有關的資料及文件。客戶須隨時按要求的 BOOM 提供 BOOM 要求的上述資料或文件，以便 BOOM 能遵從有關的法律、規例、規則、常規或習俗。客戶同意 BOOM 就客戶進行信貸調查或背景檢查或向客戶在開戶申請表格所指明銀行的資信證明。客戶陳述並保證：

- (a) 客戶在開戶申請表格或依據本協議向 BOOM 提供的所有資料現時及在本協議有效期內每時每刻均屬真實完整（包括如第 12.4 條所述客戶資料的任何重大變更）；
- (b) 除非 BOOM 另行獲書面通知，客戶現時及在本協議有效期內任何時間均是以主事人的身份進行買賣，除客戶外並沒有他人對帳戶擁有權益，可取得以帳戶進行任何買賣的經濟或商業利益，或承擔以帳戶進行任何買賣的經濟或商業風險，或就帳戶發出的指示負最終責任；
- (c) 本協議已由客戶有效簽立，並構成對客戶有效而且具法律約束力的協議，可按照其條款予強制執行；
- (d) 本協議及其履行及本協議所載責任並未而且在本協議有效期內任何時間亦不會違反任何適用於客戶的法律、規例或規則，或抵觸或導致違反其他協議或文書的條款及條件，而該等協議或文書是以客戶為其中一方，或為標的，或約束客戶任何財產的；
- (e) 除非 BOOM 另行獲書面通知，客戶並不是而且在本協議有效期內任何時間亦不會是任何獲證監會發牌或在證監會註冊的人士或任何銀行、經紀、資產管理人、投資顧問或其他從事與《證券及期貨條例》規定的受規管活動相類業務的金融中介機構的僱員或高級人員；
- (f) 如客戶是在香港，則客戶年齡已達 18 歲或以上，及如客戶是在香港以外的司法管轄區，則客戶已達該司法管轄區的法定年齡；
- (g) 除非 BOOM 另行獲書面通知，客戶並不是 (i) 美國公民或永久居民，(ii) 在美國出生的人士，(iii) 持有美國住址或通訊地址的人士，(iv) 定期調匯資金往美國的人士，(v) 已向具美國地址的人士授予授權書的人士，或 (vi) 按美國證券法規則 S 所界定的美國人士；
- (h) 如客戶是《打擊洗錢及恐怖分子資金籌集（金融機構）條例》（「打擊洗錢條例」）所定義的中介人，則客戶確認承諾 (i) 維持內部監控及流程以遵守打擊洗錢的規則、規例和指引，包括對其實際客戶及其他方（包括他們的交易）進行持續監控；(ii) 按打擊洗錢條例規定進行客戶盡職審查；及 (iii) 在收到監管機構或 BOOM 的要求時，及時提供在執行客戶盡職審查程序過程中獲得有關實際客戶及其他方的文件；及
- (i) 客戶給 BOOM 的任何通知均屬真實完整。

如客戶不是以主事人身份進行買賣，客戶須在 BOOM 提出要求的兩（2）個營業日內，將關乎以下人士的資料，向 BOOM 指明的監管機構披露：(i) 承受該項要求所涉買賣的商業或經濟利益或負擔的人士，或 (ii) 當前或之前對發出與該項要求所涉買賣有

ultimately is or was responsible for originating the instruction for any trade to which such request relates. The Client confirms that, where necessary, it has obtained all relevant consents or waivers from its underlying clients or other parties for whose account transactions may be effected to release the required information to BOOM and relevant regulatory authorities to comply with applicable laws, rules, regulations and/or requirements of the relevant regulatory authorities. The Client irrevocably authorizes BOOM to make such disclosures.

## 12.2. New Issues of Securities

In each case where the Client instructs BOOM to apply for Securities to be issued, whether by a new listing of Securities, on the Stock Exchange of Hong Kong or otherwise, the Client:

- (a) represents and warrants that (i) he has read and understands that his application is made subject to the related prospectus, application form and other public documents relating to the issue, (ii) he is eligible to subscribe for or purchase the Securities, and (iii) he will otherwise comply with the terms and conditions of the issue; and
- (b) without prejudice to the foregoing, represents and warrants that, at the time of such application and at all times until such application is returned or Securities are issued in pursuance of such application, (i) no other application is being made for the benefit of the Client by the Client or by any person other than BOOM, and (ii) no application is being made by an unlisted company which does not carry on any business other than investment dealing and in respect of which the Client exercises control for the purposes of Hong Kong companies law.

Requirements in respect of applications for Securities may vary. The Client undertakes to provide to BOOM such information and give such additional representations, warranties and undertakings as may be required in accordance with such requirements as BOOM may in BOOM's sole and absolute discretion request from time to time.

BOOM shall be entitled to rely upon any representations, warranties and undertakings provided by the Client to BOOM and the Client authorizes BOOM to give representations, warranties and undertakings on substantially the same terms to the issuer of such Securities, sponsors, underwriters, placing agents and other intermediaries involving in the issue of such Securities, a stock exchange on which such Securities are to be listed, a regulatory body having jurisdiction over such issue or listing and any other relevant person. For avoidance of doubt, any breach of such representation, warranty or undertaking shall be a breach of this Agreement.

BOOM may make applications (i) as agent for the Client, (ii) as agent for other persons to whom BOOM provides services, and (iii) for BOOM's own account or for the account of BOOM's affiliates. BOOM may aggregate all such applications into one or more applications in its name or in the name of such agents, including any of its affiliates, as BOOM may in its sole and absolute discretion determine. The Client acknowledges that an aggregated application may be rejected for reasons unrelated to the Client. BOOM shall not be liable to the Client for such rejection. In determining a fair allocation of Securities allotted or placed as a result of any aggregated application, BOOM may take into consideration any factor BOOM determines in its sole and absolute discretion to be reasonable including the level of business originating from the Client as compared to other persons to whom BOOM provides services.

## 12.3. IPO Financing

BOOM may, in its sole and absolute discretion, from time to time, grant short-term loan facilities to the Client in such amounts and for such period of time as BOOM may determine for the sole purpose of facilitating the subscription by the Client through BOOM of Securities to be issued in a new listing of such Securities. Unless the Account is a margin account or otherwise agreed, such facilities shall be granted on the terms and conditions set out in the IPO Financing Supplement.

## 12.4. Material Changes

BOOM undertakes to notify the Client of any material change in its name, contact details, CE number, licensing status, the nature of the services it provides, and the identity and status of its employees and others acting on its behalf with whom the Client may have contact. The Client undertakes to notify BOOM in writing or in electronic form and via electronic means (including notification via the Client Platform) (where applicable) of any changes in his name, address, contact details, nationality, tax residency status, employment status and financial situation and shareholding structure, directors, partners or beneficiaries where the Client is a body corporate, partnership or trustee and to provide to BOOM such documentation as BOOM may require to evidence such change. The Client shall be responsible for the accuracy and timeliness of the said changes to BOOM. Until the Client has given such notification of its change of information to BOOM, BOOM shall be entitled to rely on the information in the account opening form.

## 12.5. Recommendation of Financial Product

If BOOM solicits the sale of or recommends any Financial Product to the Client, the Financial Product must be reasonably suitable to the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document BOOM may ask the Client to sign and no statement that BOOM may ask the Client to make derogates from this clause.

## 13. INDEMNITY AND EXCLUSIONS OF LIABILITY

### 13.1. General

BOOM or its affiliates shall not be liable to the Client for any loss suffered by the Client as a result of or in connection with any act or omission by BOOM or its affiliates, even where such act or omission constitutes negligence, in connection with any matter contemplated by this Agreement other than a loss arising directly from fraud or wilful misconduct by BOOM or its affiliates. BOOM and its affiliates shall not in any event be liable to the Client

關的指示負最終責任的人士。客戶確認，如有必要，已從實際客戶及其他方獲得就該等賬戶交易所需要向 BOOM 及相關監管機構透露所需信息的所有相關同意或豁免，以遵守適用法律、規則、規例及 / 或相關監管機構的要求。客戶不可撤銷地授權 BOOM 進行此類披露。

## 12.2. 新發行的證券

每次客戶指示 BOOM 申請認購即將在香港證券交易所或其他地方發行（不論是否以新上市證券的形式進行）的證券，客戶：

- (a) 陳述並保證 (i) 其本人已閱讀並明白其申請須符合相關的招股章程、申請表及有關該發行的其他公開文件，(ii) 其本人有資格認購或買入證券，及 (iii) 其本人在其他方面均遵從發行條款及條件；及
- (b) 在不損害前述條文下，陳述並保證在該項申請提出之時，以及直至申請退回前或證券依據該項申請獲發行前的任何時間，(i) 客戶或 BOOM 以外任何其他人士並沒有為客戶的利益提出其他申請，及 (ii) 沒有由非上市公司提出申請，而該非上市公司除從事投資交易外，並沒有經營其他業務，而且就香港公司法而言，客戶是可對之行使控制權的。

申請證券須符合的規定或有更改。客戶承諾按 BOOM 不時全權及絕對酌情決定的要求，向 BOOM 提供其要求的資料，以及作出其要求的額外陳述、保證及承諾。為免引起疑問，違反該等陳述、保證或承諾將構成違反本協議。

BOOM 有權依賴客戶向 BOOM 提供的陳述、保證及承諾，而客戶授權 BOOM 向該等證券的發行人、涉及該等證券發行的保薦人、包銷商、配售代理人及其他中介機構、該等證券上市的證券交易所、對有關的發行或上市具司法管轄權的監管機構，以及任何相關人士，按實質相同的條款作出陳述、保證及承諾。

BOOM 可 (i) 以客戶代理人的身份，(ii) 以 BOOM 服務的其他人士的代理人的身份，及 (iii) 為 BOOM 本身的帳戶或為 BOOM 的聯繫公司的帳戶作出申請。BOOM 可全權及絕對酌情決定將所有該等申請合併為一項或多項以其名義或以有關該等代理人（包括其聯繫公司）的名義作出的申請。客戶確認合併申請可因與客戶無關的原因被拒，而 BOOM 無須因申請被拒而對客戶負責。在決定將合併申請所分配或配得的證券作公平分配時，BOOM 可考慮其全權及絕對酌情決定認為合理的因素，包括從客戶所得的業務量相對於從 BOOM 服務的其他人士所得的業務量。

## 12.3. 首次公開招股融資

BOOM 可不時全權及絕對酌情決定向客戶批出短期貸款融資，款額和期間按 BOOM 全權及絕對酌情決定，其目的僅為方便客戶透過 BOOM 在該證券新上市時認購即將發行的證券。除非賬戶屬保證金帳戶或已另有協議，批出融資所根據的條款及條件在首次公開招股融資附件列明。

## 12.4. 重大變更

倘 BOOM 的名稱、聯絡資料、中央編碼、持牌情況、所提供服務的性質，以及客戶所聯絡的 BOOM 的僱員及代 BOOM 行事的他人身份及崗位上有重大變更，BOOM 承諾將通知客戶。倘客戶的名稱、地址、聯絡資料、國籍、稅務居民身份、就業狀況及財務狀況，以及（如客戶是個法團、合夥或受託人）持股結構、董事、合夥人或受益人有重大變更，客戶承諾以書面或電子方式及透過電子媒介（包括透過客戶平台發出通知）（如適用）通知 BOOM，並向 BOOM 提供 BOOM 可能要求的有關變更的證明文件。客戶須就上述變更的準確性和及時性負責。直至客戶向 BOOM 發出其資料變更的通知，BOOM 有權依賴客戶在開戶申請表格所提供的資料。

## 12.5. 金融產品的建議或推薦

假如 BOOM 向客戶招攬銷售或建議任何金融產品，該金融產品必須是 BOOM 經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條款或任何其他 BOOM 可能要求客戶簽署的文件及 BOOM 可能要求客戶作出的聲明概不會減損本條款的效力。

## 13. 彌償及免除責任

### 13.1. 一般條文

倘因 BOOM 或其聯繫公司就本協議所述事項的任何作為或不作為而引致或因該等作為或不作為為相關連客戶蒙受任何損失，即使該等作為或不作為構成疏忽，BOOM 或其聯繫公司並無須就此對客戶負責，惟直接因 BOOM 或其聯繫公司的欺詐或故意不

for any indirect or consequential loss or for punitive damages or for any loss arising as a result of any fraud or any cause beyond the reasonable control of BOOM or its affiliates. Without prejudice to the aforesaid, the Client acknowledges and accepts that BOOM's or its affiliates' liability to the Client for the said loss shall not under any circumstances exceed \$100,000 Hong Kong dollars (or its equivalent in other currencies) for the transaction in dispute. The Client shall indemnify BOOM, its affiliates and its officers, employees and agents and hold them harmless against all actions, proceedings, claims, demands, liabilities, losses, costs and expenses which may be taken or made against or incurred in connection with the performance or exercise of their duties or discretions under this Agreement including any act or thing done or not done or caused to be done by them in good faith.

### 13.2. Breaches

The Client shall indemnify and hold harmless BOOM, its affiliates and their officers, employees and agents from any loss or cost arising out of or in connection with any breach by the Client of any of his obligations under this Agreement or any breach of the representations and warranties given by the Client under this Agreement, including any costs reasonably incurred by BOOM or its affiliates in connection with the closure of the Account, collecting any sums due to BOOM or its affiliates or determining the lawful ownership of the assets in the Account.

### 13.3. Force Majeure

Neither BOOM, its affiliates nor any of their officers, employees or agents shall be liable for any delay or failure to perform any of their obligations or for any losses or costs caused or incurred directly or indirectly by any condition or circumstances beyond the reasonable control of BOOM, its affiliates, their officers, employees and agents including any government restriction, the act or omission of government, exchange or market rulings, suspension of trading, failure or shortage of power supplies, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, the act or omission of any Internet service provider, war (whether declared or not), act of terrorism or riot, severe weather, earthquakes and strikes.

## 14. COMPLIANCE

### 14.1. Regulatory Compliance

Notwithstanding any provision in this Agreement, BOOM shall be entitled to take any action or refuse to take any action if, in BOOM's sole and absolute discretion, it determines that the same is necessary to comply with laws and regulations applicable to it or to avoid or minimize the risk of any prejudice (including any tax) it may suffer (or any class of persons to whom it provides services may suffer) if BOOM does not comply with laws and regulations that affect its activities.

### 14.2. Mandatory Disclosures

The Client undertakes to provide to BOOM and consents to the disclosure by BOOM of any information relating to the Client or the Account (including information relating to (i) persons on whose behalf the Client is exercising investment discretion, (ii) shareholders, unit holders, limited partners or others holding interest in the Client and persons on whose behalf the Client acts as agent for the execution of trades) to:

- (a) the SFC or any other regulatory authority with jurisdiction over BOOM or any assets held by or on behalf of BOOM for persons to whom BOOM provides services, whether or not such disclosure is required as a matter of law, provided that BOOM, in its sole and absolute discretion, determines that such disclosure is desirable to avoid any consequences that would be materially adverse to any one or more of the following ("Affected Persons"):
  - (i) the Client;
  - (ii) BOOM or its affiliates; or
  - (iii) any class of persons to whom BOOM provides services, and
- (b) any tax or other government authority or other person where the failure to provide such disclosure is contemplated by law or any agreement(s) made under such law and may result under such law or agreement(s) in any penalty, tax or other consequence materially adverse to any one or more of the Affected Persons.

### 14.3. Disclosure of Interests

The Client acknowledges that he may be subject to requirements to disclose his interests in Securities. BOOM shall be under no duty to advise the Client as to these requirements, to notify the Client when such requirements arise or to take any action to ensure that the Client complies with such requirements.

### 14.4. Manipulative or Abusive Trading Activities

Where the Client executes trades as agent on the Account for a person who in turn executes trades as agent for others, the Client undertakes:

- (a) To apply pre-trade control and conduct post-trade monitoring to reasonably prevent and identify any order, instructions and transactions which may be manipulative or abusive in nature;
- (b) upon identification of any suspected manipulative or abusive trading activities to:
  - (i) take immediate steps to prevent such activities from continuing; and
  - (ii) immediately notify BOOM of such activities.

當行為所引起的損失除外。在任何情況下，BOOM 及其聯繫公司均無須就任何間接或相應而生的損失或懲罰性損害賠償，或因任何欺詐或 BOOM 或其聯繫公司無法合理控制的其他原因所引致的損失對客戶負責。在不損害上述條文之前提下，客戶承認並接受 BOOM 或其聯繫公司對客戶就爭議交易相應的損失所承擔的責任，在任何情況下均不得超過 100,000 港元（或其他貨幣等值）。倘因 BOOM、其聯繫公司及其高級人員、僱員及代理人根據本協議履行或執行其職責或行使其酌情權，包括彼等以真誠所作出或沒有作出或促使作出的作為或事項，導致他人對其採取、提起或其招致所有訴訟、法律程序、申索、索求、法律責任、損失、費用及開支，客戶均須就此對彼等作出彌償，並使彼等免受損害。

### 13.2. 違約

倘 BOOM、其聯繫公司及其高級人員、僱員及代理人因客戶違反其在本協議的責任或違反其根據本協議所作的陳述及保證而引致或與之相連的任何損失或費用，包括 BOOM 或其聯繫公司就帳戶結束，追討 BOOM 或其聯繫公司應獲付的款項或釐定對帳戶資產的合法擁有權而合理招致的任何費用，客戶須就此對彼等作出彌償，並使彼等免受損害。

### 13.3. 不可抗力

如由於 BOOM、其聯繫公司、其任何高級人員、僱員及代理人無法合理控制的狀況或情況，包括任何政府限制、政府的作為或不作為、交易所或市場裁定、暫停買賣、電力供應失靈或短缺、電子或機械設備或通訊線失靈、電話或其他互連接問題、互聯網服務供應商的作為或不作為、戰爭（不論是是否已宣佈）、恐怖主義行為或騷亂、惡劣天氣、地震及罷工，直接或間接導致或招致彼等任何延誤以履行其責任或未能履行其任何責任，或導致或招致任何損失或費用，BOOM、其聯繫公司及其高級人員、僱員或代理人均無須為此負責。

## 14. 合規

### 14.1. 遵從規管

倘 BOOM 在其全權及絕對酌情決定下，認為採取任何行動或拒絕採取任何行動以遵從適用於 BOOM 的法律及規例或避免或盡量減少（如 BOOM 不遵從影響其活動的法律及規例）其可能蒙受（或 BOOM 服務的任何類別人士可能蒙受）的損害（包括任何稅項）的風險所必須的，則不論本協議的條文有何規定，BOOM 有權採取該行動或拒絕採取該行動。

### 14.2. 強制性披露

客戶承諾向 BOOM 提供，並同意由 BOOM 向下列人士披露有關客戶或帳戶的資料（包括關於以下人士的資料：(i) 客戶代為行使投資酌情權的人士，(ii) 在客戶持有權益的股東、單位持有人、有限合夥人或其他人士，以及客戶以代理人身份代為執行買賣的人士）：

- (a) 證監會或對 BOOM 或任何資產（該等資產由 BOOM 或其代表為其服務的人士所持有）具司法管轄權的任何其他監管機構，不論該項披露是否屬法律所規定者，條件是 BOOM 須在其全權及絕對酌情決定下，認為作出披露是合宜的，以避免可能對下一位或多位人士（「**受影響人士**」）造成重大不利影響的後果：
  - (i) 客戶；
  - (ii) BOOM 或其聯繫公司；或
  - (iii) 獲 BOOM 提供服務的任何類別的人士；及
- (b) 任何稅務或其他政府機關或其他人士，只要未能作出披露是法律或根據該法律所訂任何協議所預期的，而且根據該法律或協議是可能引致任何罰則、稅務或其他可能對一位或多位受影響人士造成重大不利影響的後果。

### 14.3. 披露權益

客戶確認其可能須遵守有關披露對證券權益的規定。BOOM 並沒有責任就該等規定向客戶提出意見，或通知客戶該等規定何時產生，或採取行動以確保客戶遵從該等規定。

### 14.4. 操縱或違規性質的交易活動

如客戶為一人士以代理人身份用帳戶執行交易，而該人士相應地以代理人身份為別的人士執行交易，則客戶承諾：

- (a) 進行交易前管轄及交易後監管，以合理地避免及識別出可能屬操縱或違規性質的任何買賣盤，指示及交易；
- (b) 在識別出任何可疑的操縱或違規性質的交易後：
  - (i) 即時採取步驟防止該等活動繼續進行；及
  - (ii) 即時通知 BOOM 該等交易活動。

## 15. INTELLECTUAL PROPERTY RIGHTS

### 15.1. Aggregate Trading Patterns

The Client hereby agrees that BOOM may aggregate data related to trading activities of the Client and other persons to whom it provides services to produce macro summaries of trading trends for publication in BOOM's communications including on its website. The Client acknowledges that such aggregate data and analysis thereof are the property of BOOM.

### 15.2. Proprietary System

The Client acknowledges that the Client Platform and the software comprised therein is the property of BOOM and is protected by copyright. BOOM grants the Client a royalty-free, world-wide, non-transferable, non-exclusive licence (with no right to sub-licence) to access and use the Client Platform and the software comprised therein. This Agreement does not transfer or grant to the Client any right, title, interest in any intellectual property right in the Client Platform and the software comprised therein.

The Client shall not (i) use the Client Platform except for trading or Account-related purpose, or (ii) attempt to gain access to or transmit any data or any software to the servers, storage devices, applications and databases for the Client Platform or to the firewalls, routers and proxies connected to such servers and storage devices except through the Client Platform for the trading or Account-related purpose. BOOM shall be entitled to put restrictions on, or suspend or close the Account immediately if BOOM reasonably suspects that the Client is in breach of any of his obligations under this Agreement.

### 15.3. Market Information

The Client acknowledges that Market Information belongs to the respective information provider(s) and is made available by BOOM to the Client on terms and conditions between such information provider and BOOM. The Client shall not: (i) disseminate, reproduce, retransmit, redistribute, broadcast, publish, manipulate, sell or commercially exploit Market Information obtained from BOOM, in whole or in part, in any format, by any means to third parties without the express written consent of BOOM and the relevant information provider(s), (ii) alter, obscure or remove any notice, whether as to the copyright in the Market Information or otherwise, provided in connection with the Market Information, or (iii) access or download Market Information for any purpose other than for the Client's own personal use or through any means other than the Electronic Services. The Client shall comply with any terms and conditions set out on the Client Platform as may change from time to time by BOOM relating to access to and permitted use of any specific Market Information.

The Client agrees that the information providers may directly enforce against the Client the terms and conditions upon which such Market Information is made available by BOOM. The Client authorizes BOOM to provide information related to the Client and his use of Market Information to the information provider to enable BOOM to comply with the terms and conditions between such information provider and BOOM.

The Client expressly acknowledges and agrees that Market Information is provided on an "as is" basis and Market Information may be subject to delays. Client should use Market Information as reference only at Client's own discretion. Client is also advised to consult own investment representative to verify the Market Information prior to making an investment decision based on the Market Information.

BOOM and information providers make no express or implied warranties regarding the Market Information, including without limitation any warranty or representation as to its merchantability or fitness for a particular purpose or use, suitability, availability, service level, timeliness, accuracy, completeness or reliability. BOOM and the information providers shall not be liable (whether in contract, tort or otherwise) for any direct, indirect, consequential or incidental claim, loss or damage (special or punitive), including any profits lost, arising from any interruption, defect, error, delay, inaccuracies or omissions of Market Information. The Client will indemnify and hold BOOM and information providers, harmless against all claims, liability, losses, damages and expenses, including without limitation, reasonable legal fees and costs (on a full indemnity basis) arising out of or incurred as the result of any claims made, or legal proceedings brought against BOOM and information providers, as a result of the Client's use of any Market Information.

## 16. JOINT ACCOUNTS

### 16.1. Nature of Interests

If the Client comprises more than one person (each a "Joint Account Holder"), the Account shall be held by the Client in accordance with the election in the account opening form as:

- joint tenants with right of survivorship, in which case in the event of the death of any of the Joint Account Holders, the entire interest in the Account shall be vested in the survivor(s) on the terms of this Agreement and the estate of the deceased shall have no interest in the Account; or
- tenants in common, in which case each Joint Account Holder shall have an undivided interest in the Account and in the event of the death of any of the account holders, BOOM may, in its absolute and sole discretion, either liquidate such Account or accept the Instructions of the survivor(s), whether as to its continuance, the respective interests of the Joint Account Holders, including the estate of the deceased, or otherwise.

### 16.2. Liability

Each Joint Account Holder shall be jointly and severally liable under this Agreement, whether the Account is held on joint tenancy or tenancy in common. In the event of the death of any Joint Account Holder, his estate shall remain liable for the obligations under this Agreement, whether accrued before or after his death. Any communication, payment or delivery made by BOOM to any Joint Account Holder shall be deemed to have been

## 15. 知識產權

### 15.1. 綜合買賣模式

客戶特此同意 BOOM 可將客戶及獲 BOOM 提供服務的其他人士的買賣活動數據綜合，製作成買賣趨勢的宏觀摘要，供在 BOOM 的通訊包括 BOOM 的網站發布。客戶確認該等匯總數據及分析附屬 BOOM 的財產。

### 15.2. 專有系統

客戶確認客戶平台以及其中的軟件均為 BOOM 的財產，受版權保障。BOOM 向客戶授予免使用費、全球性、不可轉讓、非獨家的許可（不附有再獲許可的權利），以登入及使用客戶平台及其中的軟件。本協議並未向客戶轉讓或授予對客戶平台及其中軟件的知識產權的任何權利、所有權及權益。

客戶 (i) 除為進行買賣或與帳戶相關的目的外，不得使用客戶平台，或 (ii) 不得試圖登入或傳送任何數據或軟件至客戶平台的伺服器、儲存裝置、應用程式及數據庫，或至連接於該等伺服器及儲存裝置的防火牆、路由器及代理伺服器，惟透過客戶平台進行買賣或與帳戶相關的目的則屬例外。BOOM 如合理懷疑客戶違反其在本協議的任何責任，BOOM 有權對帳戶即時施加限制，或暫時中止或結束帳戶。

### 15.3. 市場資訊

客戶確認市場資訊屬有關資訊供應商所有，由 BOOM 按該資訊供應商與 BOOM 之間所訂條款及條件向客戶提供。客戶 (i) 不得未經 BOOM 及有關資訊供應商的書面許可，以任何格式通過任何方式向第三方傳播、複製、傳輸、分發、廣播、發布、撥縱、出售或商業利用從 BOOM 取得的全部或部分市場資訊，(ii) 不得變更、隱藏或移除關於市場資訊的通告，不論有關通告是否關乎市場資訊的版權或其他方面，或 (iii) 除為客戶本身的個人使用外，及透過電子服務方式取用外，不得取用或下載市場資訊作任何其他用途。客戶須遵從客戶平台就取用及允許使用的任何特定市場資訊所開列的由 BOOM 不時更改的條款及條件。

客戶同意資訊供應商可直接對客戶強制執行 BOOM 獲提供市場資訊所依據的條款及條件。為使 BOOM 能夠遵守與該資訊供應商之間的條款及條件，客戶授權 BOOM 向資訊供應商提供客戶及其對市場資訊的使用等相關資料。

客戶明確承認並同意，市場資訊是按“原樣”提供的，市場資訊市場信息可能會有所延遲。在客戶自行決定下，市場資訊僅作為參考之用。此外，在根據市場資訊做出投資決定之前，建議客戶諮詢自己的投資代表以核實市場資訊。

BOOM 和資訊供應商不會對市場資訊作任何明示或暗示的保證，包括但不限於關於其可銷性或適合特定用途或用途、適用性、可用性、服務水平、及時性、準確性、完整性或可靠性的任何保證或陳述。BOOM 和資訊供應商不會對任何直接、間接、後果性或附帶的索賠、損失或損害（特殊的或懲罰性的）承擔責任（無論是否在合約或其他方面說明），包括因市場資訊的中斷、缺陷、錯誤、延遲、不準確或遺漏所致的利潤損失。尚 BOOM 和信息提供者因客戶使用任何市場資訊而被提出索賠或提起法律訴訟，客戶須賠償並使 BOOM 和資訊供應商免受任何索賠、責任、損失、損害和費用的損害，包括但不限於合理的法律費用和成本（在全額賠償的基礎上）。

## 16. 聯名帳戶

### 16.1. 權益性質

如客戶包含多於一人（每一人均為「聯名帳戶持有人」），帳戶由客戶按照在開戶表格中所選的形式持有，即：

- 聯權共有人並具生存者取得權，在此情況下，聯名帳戶持有人中有任何人身故，帳戶的全部權益須按本協議的條款歸屬尚存者，而已故者的遺產不享有任何帳戶的權益；或
- 分權共有人，在此情況下，每名聯名帳戶持有人對帳戶擁有不可分割的權益，尚有任何帳戶持有人身故，BOOM 可全權及絕對酌情決定將該帳戶變現，或接受尚存者就帳戶是否存續、聯名帳戶持有人各自的權益（包括已故者的遺產）或其他方面所作的指示。

### 16.2. 法律責任

每名聯名帳戶持有人須共同及各別就本協議負責，不論該帳戶是以聯權共有或分權共有的方式持有。倘任何聯名帳戶持有人身故，其遺產仍須就本協議項下的責任負責，不論有關責任是在其身故前或身故後積累。BOOM 向任何聯名帳戶持有人作出的任何通訊、付款或交付須視作已向所有聯名帳戶持有人作出，而

made to all Joint Account Holders and any obligation under this Agreement owed by BOOM to the Client pursuant to which such communication, payment or delivery is made shall be deemed to be satisfied.

BOOM 根據本協議對客戶的責任（該等通訊、付款或交付是依據該責任作出的），均視為已經履行。

### 16.3. Death of Joint Account Holder

The death of any Joint Account Holder shall not result in the termination of this Agreement. The Joint Account Holders undertake to give BOOM immediate notice in writing of the death of any of them. BOOM shall not be liable to any of the Joint Account Holders for any loss any of them may incur as a result of any action taken by BOOM without actual knowledge of such death. In the event of a death of a Joint Account Holder, BOOM may (before or after receiving such notice and before or after releasing any funds, Securities or other assets in the Account) take such steps, require such documents, and without prejudice to any other provision in this Agreement, restrict Instructions on the Account as BOOM may in its sole and absolute discretion deem necessary, advisable or desirable to protect its interests with respect to any tax, liability, penalty or loss. Without limiting the foregoing, BOOM may make such application to a court to determine the respective interests of the Joint Account Holders and to seek instructions on any matter arising by reason of or in connection with the death of a Joint Account Holder. Each Joint Account Holder shall indemnify BOOM in full against any loss BOOM may incur as a result of the death of any of them including all legal expenses incurred in connection with any application to court.

### 16.3. 聯名帳戶持有人身故

任何聯名帳戶持有人身故並不導致本協議終止。聯名帳戶持有人承諾，如任何聯名帳戶持有人身故，將即時書面通知 BOOM。倘若 BOOM 在並未實際得悉該聯名帳戶持有人身故之下採取的任何行動導致任何聯名帳戶持有人招致任何損失，BOOM 無須為此向任何聯名帳戶持有人負責。倘一名聯名帳戶持有人身故，BOOM 可（在收到有關通知之前或之後，以及在發放帳戶中的資金、證券或其他資產之前或之後）採取步驟、要求文件，以及在不損害本協議其他條文下限制有關帳戶的指示（全部均為 BOOM 全權及絕對酌情決定認為屬必要、可取或應當者），以便保障其就任何稅務、法律責任、罰則或損失方面的權益。在不局限於前述條文下，BOOM 可向法院申請，要求裁定聯名帳戶持有人各自的權益，以及就由於一名聯名帳戶持有人身故所引起的或與之有關連的事項尋求指示。對於 BOOM 因任何聯名帳戶持有人身故可能招致的損失，包括就向法院提出任何申請所招致的一切法律開支，每名聯名帳戶持有人均須全數向 BOOM 作出彌償。

### 16.4. Instructions

Unless BOOM otherwise agrees, BOOM may accept Instructions from any of the Joint Account Holders and shall be under no duty to enquire whether the other Joint Account Holder(s) have agreed to any Instruction from any Joint Account Holder. Each of the Joint Account Holders ratifies and confirms all Instructions given by the other Joint Account Holder(s).

### 16.4. 指示

除非 BOOM 另行同意，否則 BOOM 可接納任何聯名帳戶持有人的指示，而且並沒有責任查詢其他聯名帳戶持有人是否已同意任何聯名帳戶持有人所作的任何指示。每名聯名帳戶持有人均追認及確認其他聯名帳戶持有人所作的全部指示。

## 17. NOTICES

### 17.1. Form of Communications

The Client consents to (i) the receipt of communications from BOOM including notifications of statements and contract notes in electronic form including transmission over the Client Platform, and (ii) the receipt of any written communication from BOOM including account statements. The Client shall bear all risks arising in relation to the sending and receiving of communications in electronic form including as follows:

- the sending and receiving of communications in electronic form through the Internet is inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to unpredictable traffic congestion and the public nature of the media; and
- the sending and receiving of personal data through communications in electronic form may be insecure and unauthorized third parties may access such personal data.

### 17. 通知

#### 17.1. 通訊方式

客戶同意 (i) 接收 BOOM 以電子方式包括透過客戶平台發出的通訊，包括結單及成交單據的通知，及 (ii) 接收 BOOM 發出的書面通訊，包括帳戶結單。客戶須承擔就使用電子方式收發通訊所引起的所有風險，包括以下各項：

- 透過互聯網以電子方式收發通訊本身就是個不可靠的媒介，可能因不可預見的網絡擠塞及媒介的公共性質而產生干擾、傳輸切斷、延誤傳送或傳送數據不正確；及
- 以電子通訊方式收發個人資料可能並不安全，未獲授權的第三者或可取用該等個人資料。

### 17.2. Delivery of Communications

All communications and notices to be provided by BOOM to the Client may at BOOM's discretion be sent to the Client by ordinary post or by facsimile transmission or in electronic form by electronic means (including transmission over the Client Platform) or sending to the email address stated in the account opening form (or to such other address, fax number or email address as subsequently notified by the Client in writing in accordance with clause 12.4). An email, fax or message sent electronically or transmitted over the Client Platform is considered received by the Client when sent from BOOM or transmitted over the Client Platform. If sent by ordinary post, Client shall be deemed to have received within two (2) Business Days after posting.

### 17.2. 交付通訊

BOOM 向客戶提供的所有通訊及通知，可由 BOOM 自行決定以普通郵遞、傳真、以電子方式通過電子媒介（包括客戶平台）或在開戶申請表格中訂明的電郵地址（或客戶按第 12.4 條以書面通知更改的其他地址、傳真號碼或電郵地址）發送給客戶。BOOM 向客戶發出的電郵、傳真、以電子方式或透過客戶平台發送的訊息，即視為於發送時收妥。如以普通郵遞方式發送，客戶須視作於郵寄後兩（2）個營業日內收妥。

## 18. CYBER SECURITY

The Client shall take all reasonable measures to ensure (i) the security of the email account specified in the account opening form or otherwise notified by the Client to BOOM for the purpose of receiving communications from BOOM, and (ii) the security of his trading sessions on the Client Platform. Without limiting the foregoing, the Client shall:

- not access this email account or the Client Platform on a public computer;
- immediately following each session on this email account or the Client Platform, log-out of this email account or the Client Platform, as the case may be, and if a browser was used for such session, delete all temporary files and the cache on the browser;
- ensure that the passwords for this email account and accessing the Client Platform are sufficiently robust, using a combination of letters, numbers, symbols and different cases;
- use anti-virus software on any device used to access this email account or the Client Platform;
- prevent loss or third-party use of any device that is used to access this email account or the Client Platform;
- not access this email account or the Client Platform on any device or system that has been "jail-broken" or "rooted" (which means it has been modified outside the device or operating system vendor supported or warranted configurations); and
- not take any action to disable any function provided by, and/or agreeing to any settings of, own device that would otherwise compromise its security.

## 18. 網絡保安

客戶須採取一切合理措施，以確保 (i) 為收取 BOOM 發出的通訊而在開戶申請表格中指明或客戶另行通知 BOOM 的電郵帳戶的安全，及 (ii) 在客戶平台其買賣時段的安全。在不局限於前述條文下，客戶：

- 不得在公眾電腦上登入此電郵帳戶或客戶平台；
- 須在每次登入此電郵帳戶或客戶平台的時段結束後，立即登出此電郵帳戶或客戶平台（視屬何種情況而定），如在該時段使用瀏覽器，須刪除瀏覽器的全部暫時檔案及快取記憶；
- 須使用字母、數字、符號及大小楷字母等組合，確保此電郵帳戶及客戶平台的登入密碼充分穩健；
- 須在用以登入此電郵帳戶或客戶平台的任何裝置上使用防毒軟件；
- 防止任何用於登入此電郵帳戶或客戶平台的任何設備丟失或被第三方使用；
- 不得在任何已“越獄”或已啟用“Root”權限（指已經在設備或系統供應商支援或保證的配置之外進行修改）的設備或系統上登入此電郵帳戶或客戶平台；及
- 在停用裝置本身附帶功能或更改裝置設定或會危及其安全性的前提下，不會採取任何行動來停用該等功能及/或同意該等設定。

BOOM shall not be liable to the Client for any loss in the event that the Client's email account and/or device is hacked or otherwise compromised.

倘客戶的電郵帳戶及/或裝置被侵襲或以其他方式受到侵害，BOOM 無須對客戶因此而招致的損失負責。



## 19. CONFIDENTIALITY

The Client shall not disclose any information relating to his relationship with BOOM to any person (including any information relating to any dispute, controversy, difference or claim with or against BOOM) except for the purpose of trading or for complying with his obligations under this Agreement.

## 20. TERMINATION

### 20.1. Account Closure

The Client may, subject to having satisfied all his obligations hereunder, close the Account at any time by giving BOOM written notice. BOOM may close the Account (i) at any time and for any reason upon ten (10) days' written notice to the Client, or (ii) immediately without notice to the Client upon the occurrence of an Event of Default. In the event that at the time of closure there are Securities, funds or other assets standing to the credit of the Account, at BOOM's sole and absolute discretion, BOOM may:

- procure the registration of any such Securities or other non-cash assets in the name of the Client or the delivery of the documents representing the Securities to the Client, whereupon such Securities shall cease to form part of the Account and shall be at the risk and cost of the Client;
- liquidate such Securities or other non-cash assets on such terms as BOOM may in its sole and absolute discretion deem to be reasonable; and
- deliver to the Client a cheque for the amount of the funds standing to the credit of the Account, whereupon the funds shall cease to form part of the Account and shall be at the risk of the Client.

Any deliveries arising from closure of the Account shall be deemed to be communications to which the provisions of clause 17 shall apply. Any closure of the Account shall not affect any rights and obligations incurred prior to the date the Account is closed.

Any closure of the Account shall be without prejudice to clauses 6, 10, 13 to 19, 20.2, and 21 to 23 of this Agreement, all of which survive any termination of this Agreement. Upon closure of the Account, the Client shall no longer be a client of BOOM and BOOM shall owe no duties to him save as set-out in any clause surviving termination.

### 20.2. Unclaimed Assets

In the event that BOOM closes the Account and the Client fails to respond to communications from BOOM and cheques or documents of title to Securities and other assets delivered to the Client are returned to sender, BOOM may appoint a trustee, including any of its affiliates, and deposit funds, Securities or other assets of the Client with the trustee on the basis that (i) the Client shall bear all the expenses of the trustee, (ii) the trustee may liquidate Securities or other assets, in whole or in part, as may be necessary and on such terms and conditions which the trustee may in its sole and absolute discretion determine to be reasonable, in satisfaction of such expenses, and (iii) the trustee shall have no liability to the Client for any loss the Client may incur, including loss arising from the negligence of the trustee, save as a result of fraud.

## 21. PERSONAL REPRESENTATIVES

This Agreement shall bind the Client's heirs, executors, administrators, personal representatives and assigns. All acts performed by BOOM prior to receiving written notice of the Client's death or incapacity shall be valid and binding upon the Client and the Client's successors in title. Any such notice shall not be valid unless accompanied by such evidence as BOOM may require as to the Client's death or incapacity. The administrator, executor or other legal representatives of a Client following his death shall be recognized by BOOM as having the sole authority to act under this Agreement on behalf of the Client.

## 22. LAW AND JURISDICTION

### 22.1. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Client irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

### 22.2. Arbitration

So long as the Financial Dispute Resolution Centre does not accept jurisdiction over any dispute, BOOM shall have the right, at BOOM's sole and absolute discretion to elect to determine that any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted provided that if any proceedings have been commenced in any court of law in respect of such dispute, controversy, difference or claim, no such election may be made on or after the latest time for filing such defence in such court.

The law of this arbitration shall be Hong Kong law. The seat of arbitration shall be Hong Kong. There shall be one arbitrator. The arbitration proceedings shall be conducted in English.

The award of any arbitrator shall be final and judgment upon the award may be entered in any court having jurisdiction save that either party may appeal to the courts in Hong Kong on any question of law arising out of an award made in an arbitration under this Agreement as set out in ss. 5, 6 and 7 of the Schedule 2 of the Arbitration Ordinance (Cap. 609) of the Laws of Hong Kong.

## 19. 保密

客戶不得將關於客戶與 BOOM 的關係的資料（包括關於任何與 BOOM 的或針對 BOOM 的糾紛、爭議、分歧或申索有關的資料）向任何人披露，但為買賣或遵從客戶在本協議的責任而披露則屬例外。

## 20. 終止

### 20.1. 結束帳戶

客戶可隨時以書面通知 BOOM 結束帳戶，但客戶須已履行其在本協議項下的全部責任。BOOM 可：(i) 在給予客戶書面通知十（10）日後，於任何時候及以任何理由結束帳戶，或 (ii) 在發生違約事件後，無須給予客戶通知而立即結束帳戶。倘在帳戶結束時，帳戶內仍有結存的證券、資金或其他資產，BOOM 可全權及絕對酌情決定：

- 將上述任何證券或其他非現金資產以客戶的名義登記，或將代表證券的文件交付客戶，屆時該等證券不再屬帳戶的一部分，其風險及費用須由客戶承擔；
- 以 BOOM 全權及絕對酌情決定認為合理的條款將該等證券或其他非現金資產變現；及
- 按帳戶內的結存資金金額向客戶交付支票，屆時該等資金不再屬帳戶的一部分，其風險須由客戶承擔。

因帳戶結束而引起的任何交付均須視為通用第 17 條的通訊。帳戶結束並不影響帳戶結束日期前所招致的權利及責任。

帳戶結束並不損害本協議第 6、10、13 至 19、20.2 及 21 至 23 條，該等條文在本協議終止後繼續有效。在帳戶結束後，客戶不再是 BOOM 的客戶，BOOM 對客戶並沒有任何職責，惟在終止後繼續有效的任何條文中所列者除外。

### 20.2. 待領資產

倘 BOOM 結束帳戶，客戶沒有回應 BOOM 發出的通訊，及送交客戶的支票或證券及其他資產的所有文件均退回寄件人，則 BOOM 可委任一名受託人，包括其任何聯繫公司，在下列基礎上將客戶的資金、證券或其他資產寄存於受託人：(i) 客戶須承擔受託人的所有開支，(ii) 受託人可按其全權酌情決定屬合理的條款及條件，將證券或其他資產全部或部分變現，以償付該等開支，及 (iii) 對於客戶招致的任何損失，包括因受託人疏忽而引起的損失（因欺詐者除外），受託人無須就此對客戶負責。

## 21. 個人代表

本協議對客戶的繼承人、遺囑執行人、遺產管理人、遺產代理人及受讓人具約束力。BOOM 在收到客戶身故或無行為能力的書面通知前所作的所有作為均屬有效，並對客戶及客戶的所有權繼承人具約束力。該等通知除非附有 BOOM 對客戶身故或無行為能力所要求的證明，否則屬無效。在客戶身故後，其遺產管理人、遺囑執行人或其他法律代表須獲 BOOM 承認為具有唯一權力代表客戶根據本協議行事。

## 22. 法律及司法管轄權

### 22.1. 管轄法律及地區

本協議須受香港的法律管轄，並須按照該法律解釋。客戶不可撤銷地服從香港法院的專屬司法管轄權。

### 22.2. 仲裁

倘金融糾紛調解中心並不接受對任何爭議所具的司法管轄權，BOOM 有權在其全權及絕對酌情決定下，選擇將因本協議引起或與之相關本協議（包括本協議的存在、效力、解釋、履行、違反或終止）的任何爭議、爭論、分歧或申索，或因本協議而引起或與本協議相關的非合約責任的爭議提交香港國際仲裁中心（「香港仲裁中心」），根據於仲裁通知提交時有效的《香港國際仲裁中心機構仲裁規則》進行仲裁，以作最終解決，但如已就該爭議、爭論、分歧或申索在任何法院展開法律程序，則在向該法院送交抗辯書存檔的最後時限時或之後，不可作出該項選擇。

本仲裁的法律須為香港法律。仲裁地須在香港，並須有一名仲裁員。仲裁程序須以英語進行。

任何仲裁員的裁決屬最終裁決，及可就裁決的判決登錄於任何具司法管轄權的法院，惟香港法例《仲裁條例》（第 609 章）附表 2 第 5、6 及 7 條訂明因根據本協議作出的仲裁判決所引起的法律問題，任何一方均可向香港法院提出上訴。

## 23. GENERAL

### 23.1. Amendment

BOOM may at any time amend or modify the terms and conditions of this Agreement by giving the Client not less than fourteen (14) calendar days' notice in writing. Any amendments or modifications shall, on the expiry of such notice, bind the Client immediately. Except as specifically permitted in this Agreement, no term or condition of this Agreement may be waived, amended or modified unless agreed to in writing signed by an authorized officer of BOOM. Any amendment or modification of this Agreement by notice hereunder shall be without prejudice to any rights or liabilities accrued prior to such amendment or modification.

### 23.2. Assignment

BOOM may transfer, assign and novate its rights and obligations under this Agreement to any of its affiliates without giving notice to the Client or to any other person upon prior written notice to the Client. The Client hereby consents to such transfer, assignment or novation. The Client may not assign any of his rights and obligations hereunder without first obtaining the consent of BOOM in writing.

### 23.3. No Waiver

BOOM's failure to insist at any time on strict compliance with any of the terms and conditions of this Agreement shall in no event constitute a waiver by BOOM of any of its rights under or arising from any breach of this Agreement.

### 23.4. Severability

If any provision of this Agreement shall be determined by a court of competent jurisdiction or arbitrator to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement. The lawfulness, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

### 23.5. Language

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

## 24. RIGHTS OF THIRD PARTIES

No person other than the Client and BOOM (which includes BOOM's successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

## 25. RISK DISCLOSURES

### 25.1. Risk of Securities Trading

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

### 25.2. Risk of Trading Growth Enterprises Market Stocks

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

The Client should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited ("SEHK"). GEM companies are usually not required to issue paid announcements in gazetted newspapers.

The Client should seek independent professional advice if he is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

### 25.3. Risk of Trading Nasdaq-Amex Securities at SEHK

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Client should consult BOOM and become familiarised with the PP before trading in the PP securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GEM of the SEHK.

### 25.4. General Risks of Trading Derivative Products

Derivative products ("Derivative Products"), such as Exchange Traded Funds ("ETFs"), Derivative Warrants, Callable Bull / Bear Contracts ("CBBs"), and Equity-Linked Instruments ("ELI") are financial instruments which derive their value by reference to the price or value of an underlying asset ("Underlying Asset(s)"). The Underlying Asset(s) may be a security, stock indices, currency, commodity or other assets or combination of such assets.

Derivative Products are complex, leveraged investment products that involve a high degree of risk. Derivative Products have an expiry date after which the issue may become worthless. The time value of Derivative Products decreases over time and become worthless upon maturity, resulting in a total loss of investment capital.

## 23. 一般條文

### 23.1. 修訂

BOOM 可隨時在給予客戶不少於十四 (14) 個曆日的書面通知後，修訂或更改本協議的條款及條件。任何修訂或更改須在通知屆滿後立即對客戶具約束力。除本協議具體許可外，本協議並沒有條款或條件可予免除、修訂或更改，但經 BOOM 授權的高級人員以書面簽署同意者則屬例外。根據本協議規定的通知對本協議所作的任何修訂或更改並不損害在該項修訂或更改之前產生的任何權利或責任。

### 23.2. 轉讓

BOOM 可不給予客戶通知而將其在本協議項下的權利及責任轉讓及約務更替予其任何聯繫公司，或在事先給予客戶書面通知後，將本協議項下的權利及責任轉讓及約務更替予任何其他人士。客戶特此同意該項轉讓及約務更替。客戶未首先取得 BOOM 的書面同意前，不可將其在本協議項下的權利及責任轉讓。

### 23.3. 不放棄權利

BOOM 未能在任何時候堅持本協議任何條款及條件獲嚴格遵從，在任何情況下並不構成 BOOM 放棄其在本協議項下的任何權利或因本協議被違反而引起的權利。

### 23.4. 可分割性

如本協議的任何條文經具有有效司法管轄權的法院或仲裁員裁定為不合法、無效或不可強制執行，該條文即須在必要的範圍內從本協議剔除。本協議餘下條文的合法性、有效性及可強制執行程度並不因此受影響。

### 23.5. 語文

倘本協議的中、英文版本之間有不一致之處，概以英文本為準。

## 24. 第三者權利

除客戶及 BOOM (包括其繼承人及受讓人) 以外，並無其他人士有權按《合約 (第三者權利) 條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

## 25. 風險披露

### 25.1. 證券交易的風險

證券價格有時可能會非常波動。證券價格可升亦可跌，甚至可能變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

### 25.2. 買賣創業板股份的風險

創業板股份涉及高度投資風險，尤其是該等公司可在無須具備盈利往績及無須負責預測未來盈利的情况下在創業板上市。創業板股份可能非常波動及缺乏流動性。

客戶應在審慎及仔細考慮後才作出有關的投資決定。創業板市場較高風險的性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

有關創業板股份的最新資料只可在香港聯合交易所有限公司 (「聯交所」) 所操作的互聯網網站上找到。創業板上市公司一般無須在憲報指定的報章刊登付費公告。

假如客戶對本風險披露聲明中的任何方面或買賣創業板股份的性質及風險有不確定或不明白之處，應尋求獨立的專業意見。

### 25.3. 在聯交所買賣納斯達克－美國證券交易所證券的風險

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。客戶在買賣該項試驗計劃的證券之前，應先諮詢 BOOM 的意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌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。

### 25.4. 買賣衍生產品的一般風險

衍生產品，如交易所買賣基金、衍生權證、牛熊證及股票掛鉤投資工具等都是以參考指定資產 (「指定資產」) 的價格或價值來釐定其價值的金融工具。指定資產可以是證券、股份指數、貨幣、商品或其他資產或該等資產的組合。

衍生產品是複雜、具槓桿作用的投資產品，涉及高度風險。衍生產品有到期日，該到期日之後可能變成毫無價值。衍生產品的時間價值隨着時間下降，於到期時變成毫無價值，以致投資成本全盤損失。



Derivative Products may be issued by a third party, usually an investment bank, independent of the issuer of the Underlying Asset(s). In the event that an issuer of a Derivative Product becomes insolvent, the Client will be considered an unsecured creditor of the issuer and will have no preferential claims to any assets held by the issuer. The Client should therefore pay close attention to the financial strength and credit worthiness of Derivative Product issuers.

Price volatilities of Derivative Products are much higher than that of the Underlying Asset(s). The prices of Derivative Products are determined by a number of factors, including but not limited to interest rates, currency rate fluctuations, time to maturity of the Derivative Products, the Underlying Asset(s) price that the Derivative Products are linked to, the volatility of the Underlying Asset(s) Price, and the liquidity of the Underlying Asset(s). The Client should be aware that the value of Derivative Products may fall to zero resulting in a total loss of an initial investment.

Derivative Products can be illiquid. Trading in Derivative Products may be suspended if trading in their Underlying Asset(s) is suspended. Liquidity providers assigned by Derivative Product issuers provide two way quotes to facilitate trading of the products. The liquidity provider may be the only market participant for the Derivative Products and therefore the secondary market for the Derivative Products may be limited. There is no guarantee that the Client will be able to liquidate his position whenever the Client wishes.

## 25.5. Specific Risk of Trading Exchange Traded Funds

Most ETFs track a portfolio of assets to provide diversified exposure. ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this objective, but in general they do not have the discretion to take defensive positions in declining markets. The Client must be prepared to bear the risk of loss and volatility associated with the fluctuation of the underlying indices/ assets caused by the influence of political, economic, currency and other risks.

Some ETFs may invest in stock index future contracts and other derivatives. Compared to conventional securities, derivatives can be more sensitive to changes in market prices due to both the low margin deposits required, and the extremely high degree of leverage involved in Derivative Products. As a result, a relatively small price movement in the Derivative Product may result in immediate and substantial loss (or gain) to the ETF. In addition, some Derivative Products are traded over-the-counter ("OTC"). OTC derivatives markets are generally not regulated by government authorities and participants in these markets are not required to make continuous markets in the contracts they trade. As a result, an ETF that engages in transactions involving OTC derivatives is subject to the liquidity risk. In the event that the market makers cease to fulfill that role, the Client may not be able to buy or sell the ETF.

Listing or trading on the SEHK does not itself guarantee that a liquid market exists for an ETF.

For ETFs with Underlying Asset(s) not denominated in the trading currency, they are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the Underlying Asset(s) value, also affecting the ETF price.

Before trading, the Client should read the ETF prospectus carefully to ensure he understand how the fund operates and make an independent determination if this product is suitable for him.

## 25.6. Specific Risk of Trading Derivative Warrants

Derivative Warrants are instruments which give investors a right but not the obligation to buy or sell to the Derivative Warrant issuer a given amount of the Underlying Asset(s) at a pre-determined price on or before the expiry date.

Derivative Warrant holders are unsecured creditors of the Derivative Warrant issuer and they have no preferential claim to any assets the Derivative Warrant issuer may hold. Therefore, Derivative Warrant holders are exposed to the credit risk of Derivative Warrant issuers. Although Derivative Warrant may cost a fraction of the price of the Underlying Asset(s), a Derivative Warrant may change in value more or less rapidly than the Underlying Asset(s). In the worst case the value of the Derivative Warrants falls to zero and Derivative Warrant holders lose their entire investment amount.

The Client should note that all factors being equal, Derivative Warrant value will decay over time as the Derivative Warrant approaches expiry. Derivative Warrants have expiry dates and unless they are in-the-money, they become worthless at expiration. Therefore Derivative Warrants should never be viewed as products that are bought and held as long-term investments.

## 25.7. Specific Risk of Trading Callable Bull/ Bear Contracts

CBBCs are a type of Derivative Product that tracks the performance of the Underlying Asset(s) without requiring investors to pay the full price required to own the actual asset(s). They are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the Underlying Asset(s).

CBBCs have a mandatory call feature (also referred to as a knock-out feature). A CBBC may be called by the issuer when the value of its Underlying Asset(s) equals the mandatory call price as stated in the listing documents and the CBBC will then expire early. Payoff for certain types of CBBCs will be zero when there is a mandatory call. When other types of CBBCs expire early, the holder may receive a small amount of residual value payment in accordance with the CBBC listing document, but there may be no residual value payment in adverse situations and the Client may suffer a total loss. The Client should therefore read the listing document and relevant supplemental document carefully to ensure that he understands the nature of and risks associated with his investment. Once the CBBC is called, even if the Underlying Asset(s) may bounce back in the right direction, the CBBC which has been called cannot be revived and the Client will not be able to profit from the bounce-back. Although CBBC have liquidity providers, there

衍生產品可由第三方發行，通常是獨立於指定資產發行人的投資銀行。倘衍生產品的發行人變成無力償債，客戶將被視為發行人的無抵押債權人，對發行人所持有的任何資產並沒有優先債權。客戶因此要密切留意衍生產品發行人的財政實力及信貸能力。

衍生產品的價格波動較指定資產高得多。衍生產品的價格是由多個因素決定，包括但不僅限於利率、匯率波動、衍生產品距到期日的剩餘時間、與衍生產品掛鈎的指定資產價格、指定資產價格的波動及指定資產的流動性。客戶應知悉衍生產品的價值可跌至零，以致初期的投資全盤損失。

衍生產品可能流動性不足。如衍生產品的指定資產暫停買賣，衍生產品的買賣也可能暫停。衍生產品發行人安排的流通量提供者提供買賣雙邊報價，以方便產品的買賣。流通量提供者可能是衍生產品的唯一市場參與者，因此衍生產品的第二市場可能有限。概不能保證客戶可隨其意願隨時平倉。

## 25.5. 買賣交易所買賣基金的特定風險

大部分 **交易所買賣基金** 追蹤資產組合，以提供多元化的投資。交易所買賣基金通常為追蹤某些指數、市場行業別或資產組別（如股票、債券或商品）的表現而設。交易所買賣基金的管理人可採用不同的策略達致此目標，但一般而言他們並沒有酌情權在跌市中採取防守策略。客戶必須有所準備，以承擔相關指數/資產因受政治、經濟、貨幣及其他風險影響產生波動而蒙受損失和出現波幅的風險。

有些交易所買賣基金可投資於股份指數期貨合約及其他衍生工具。與傳統證券相比，衍生工具對市場價格的變化較為敏感，這是因為所需的保證金較低，而且衍生工具涉及極高的槓桿程度。因此，衍生工具輕微的價格變動可對交易所買賣基金造成即時和重大的損失（或得益）。此外，有些衍生工具在 **場外買賣**。場外買賣衍生產品市場一般不受政府機關規管，而此等市場的參與者無須就其買賣的合約製造持續的市場。因此，交易所買賣基金如從事涉及場外買賣衍生產品的交易，須承受流動性風險。倘市場作價者不再履行其職責，客戶或未能買入或賣出交易所買賣基金。

在聯交所上市或買賣本身並不保證交易所買賣基金有流動的市場。

交易所買賣基金的指定資產如果不是以交易貨幣計值，交易所買賣基金亦須承受匯率風險。貨幣匯率的波動能對指定資產的價值造成不利影響，亦影響交易所買賣基金的價格。

進行買賣前，客戶應細閱交易所買賣基金章程，確保明瞭基金如何營運，然後就此產品是否對其合適而作出獨立判斷。

## 25.6. 買賣衍生權證的特定風險

衍生權證是可讓投資者有權但沒有責任以預先釐定的價格於到期日或該日之前向衍生權證發行人買入或賣出一定數額的指定資產的投資工具。

衍生權證持有人是衍生權證發行人的無抵押債權人，對衍生權證發行人所持有的任何資產並沒有優先債權。因此，衍生權證持有人須承受衍生權證發行人的信貸風險。雖然衍生權證的價格可能僅是相關資產價格的一部分，但衍生權證價值變化的速度或多或少較相關資產為快。在最惡劣的情況下，衍生權證的價值可跌至零，以致衍生權證持有人可能損失其全部投資額。

客戶應注意，若所有其他因素相同，衍生權證的價值會隨著衍生權證接近到期而日益下降。衍生權證有到期日，除非仍到期，否則可在到期時成為毫無價值。因此絕不應視衍生權證為購入作長期投資持有的產品。

## 25.7. 買賣牛熊證的特定風險

**牛熊證** 是一種追蹤指定資產表現而無需投資者支付擁有實際資產所需全數價格的衍生產品。牛證或熊證發行時設定到期日，讓投資者就指定資產採取長倉或短倉。

牛熊證具強制收回的特性（亦稱為合約取消特性）。牛熊證可在指定資產的價值相等於在上市文件中訂明的強制收回價時，由發行人收回，此時牛熊證即提前到期。某類牛熊證的回報在強制收回時會等於零。其他類型的牛熊證提前到期時，持有人可按照牛熊證上市文件收到剩餘值的一小筆付款，但在不利情況下，可能沒有剩餘值付款，客戶或會蒙受全盤損失。客戶因此應細閱上市文件及相關的補充文件，確保明瞭其投資的性質及所涉風險。一旦牛熊證被提前收回，即使指定資產可能朝正確方向反彈，已收回的牛熊證卻不能恢復生效，客戶亦不能從反彈中獲利。雖然牛熊證有流通量提供者，但概不保證客戶能隨其意願於任何時候以其目標價買賣牛熊證。

is no guarantee that the Client will be able to buy or sell CBBC at their target prices any time they wish.

#### 25.8. Specific Risk of Trading Equity-linked Instruments

Trading ELIs is highly leveraged, thus carrying high degree of risk. The Client should understand that ELIs are products combining notes or deposits with stock options which may allow a bull, bear or strangle (i.e. trading range) bet. The return component of ELI is based on the performance of a single equity security, a basket of equity securities, or an equity index. The Client may potentially lose up to the entire investment amount if the underlying share price moves substantially against the Client's view whilst the maximum return on investment is usually limited to a predetermined amount of cash. The Client should fully understand the financial risks and potential losses that may arise before investing in ELI.

#### 25.9. Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with BOOM. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Client's collateral may be liquidated without his consent. Moreover, the Client will remain liable for any resulting deficit in his account and interest charged on his account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of his own financial position and investment objectives.

#### 25.10. Risk of Client Assets Received or Held Outside Hong Kong

Client assets received or held by BOOM outside of Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong and the rules made thereunder. Such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

#### 25.11. Risk of Providing an Authority to Repledge the Client's Securities Collateral

There is risk if the Client provides BOOM with an authority that allows it to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of his settlement obligations and liabilities.

If the Client's securities or securities collateral are received or held by BOOM in Hong Kong, the above arrangement is allowed only if the Client consent in writing. Moreover, unless the Client is a professional investor, his authority must specify the period for which it is current and be limited to not more than twelve (12) months. If the Client is a professional investor, these restrictions do not apply.

Additionally, the Client's authority may be deemed to be renewed (i.e. without his written consent) if BOOM issues the Client a reminder at least fourteen (14) days prior to the expiry of the authority, and the Client do not object to such deemed renewal before the expiry date of his then existing authority.

The Client is not required by any law to sign these authorities. But an authority may be required by BOOM, for example, to facilitate margin lending to the Client or to allow his securities or securities collateral to be lent to or deposited as collateral with third parties. BOOM should explain to the Client the purposes for which one of these authorities is to be used.

If the Client signs one of these authorities and his securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on his securities or securities collateral. Although BOOM is responsible to the Client for securities or securities collateral lent or deposited under his authority, a default by BOOM could result in the loss of his securities or securities collateral.

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client does not require margin facilities or does not wish his securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

#### 25.12. Risks of Email and Facsimile Instructions

Instructions transmitted by email or facsimile cannot be authenticated to the same degree as instructions sent in their original form. Non-original signatures on facsimiles or scanned documents sent by email may be forged. Instructions given by facsimile or by email may be transmitted to the wrong facsimile number or email address and may never reach BOOM. Their contents may therefore become known to third parties, thus losing their confidential nature.

#### 25.13. Risk of Internet Trading

Due to unreliable form(s) of communication on the Internet, the public nature of the Internet or other electronic media, the activities of hackers and other reasons beyond the control of BOOM, there is a risk that communications over the Internet may be interrupted, delayed, blacked out, incorrectly transmitted, lost or accessed by unauthorized parties.

#### 25.14. Risk of Trading System and Facilities

Client undertaking transactions on an electronic system is exposed to risks associated with the temporary disruption or failure of systems' hardware and software and facilities supported by third-party provider, the market, the clearing house and/or BOOM. As a result, there may be transmission error, failure or delay.

#### 25.8. 買賣股票掛鈎投資工具的特定風險

買賣 股票掛鈎投資工具 涉及高度的槓桿效應，所以風險很高。客戶應明白股票掛鈎投資工具是結合票據或具股份期權存款的產品，可容許看好、看淡或勒束式（即窄幅上落）交易。股票掛鈎投資工具的回報部分是基於單一股本證券、一籃子股本證券或股票指數的表現。如指定股份的價格走勢大幅偏離客戶的看法，客戶可能會損失全部投資額，而投資的最大回報通常僅限於預先設定的現金額。客戶於投資股票掛鈎投資工具之前，應充份了解可能引起的財務風險及潛在損失。

#### 25.9. 保證金買賣的風險

藉存放抵押品而為交易取得融資所涉的虧損風險相當大。客戶蒙受的虧蝕可能會超過客戶存放於 BOOM 作為抵押品的現金及任何其他資產。市場情況可能使或有買賣指示，例如「止蝕」或「止限價」指示無法執行。客戶可能會在短時間內接獲通知被要求存入額外的保證金款項或繳付利息。假如客戶未能在指定時間內支付所需的保證金款項或利息，客戶的抵押品可能會在未經客戶的同意下被變現。此外，客戶仍須為客戶帳戶內因此出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合。

#### 25.10. 在香港以外地方收取或持有客戶資產的風險

BOOM 在香港以外地方收取或持有的客戶資產，是受有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與香港法例《證券及期貨條例》（第 571 章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產未必可享有在香港收取或持有的客戶資產所獲賦予的相同保障。

#### 25.11. 提供將客戶的證券抵押品再質押的授權書的風險

向 BOOM 提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品，將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如客戶的證券或證券抵押品由 BOOM 在香港收取或持有，則只有在客戶已給予書面同意的情况下才允許進行上述安排。此外，除非客戶是專業投資者，否則其授權書必須指明有效期，而且該段有效期不得超過十二（12）個月。若客戶是專業投資者，則這些限制並不適用。

此外，倘若 BOOM 在有關授權的期限屆滿前最少十四（14）日向客戶發出授權將視為已續期的提示，而客戶對於在現有授權的期限屆滿日之前以此方式視作授權續期並未提出反對，則客戶的授權可視作（即沒有客戶的書面同意）已續期。

現時並沒有任何法例規定客戶必須簽署這些授權書。然而，BOOM 可能需要授權書，以便例如向客戶提供保證金貸款或獲准將客戶的證券或證券抵押品借出予第三方或作為抵押存放於第三方。BOOM 應向客戶闡釋將何種目的而使用授權書。

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然 BOOM 須就根據客戶的授權書而借出或存放的客戶證券或證券抵押品對客戶負責，但 BOOM 的違責行為可能會導致客戶損失其證券或證券抵押品。

大部分持牌或登記人士均有提供不涉及證券借貸的現金帳戶。假如客戶毋需使用保證金貸款或不欲其證券或證券抵押品被借出或質押，則切勿簽署上述授權書並應要求開立此類現金帳戶。

#### 25.12. 電郵及傳真指示的風險

以電郵或傳真傳送的指示，其可認證的程度不能與以正本發出的指示相同。在傳真或以電郵發送的掃描文件上的非正本簽字均可被偽冒。以傳真或電郵發出的指示可能會傳至錯誤的傳真號碼或電郵地址，以致 BOOM 永遠無法收悉。指示的內容因而會被第三方得悉，從而喪失了其保密性。

#### 25.13. 互聯網上買賣的風險

由於互聯網上溝通方式的不可靠、互聯網公共性質、駭客的活動及其他 BOOM 不能控制的原因，互聯網上的通訊有中斷、延誤、耽擱、錯誤傳輸、丟失或被未經授權人士存取之風險。

#### 25.14. 交易系統和設施的風險

客戶在電子系統上進行交易，會面臨與第三方供應商、市場、結算所及 / 或 BOOM 支援的系統硬件和軟件及設施的暫時中斷或故障的相關風險。因此，可能會出現傳輸錯誤、失敗或延遲。

## SCHEDULE 1: MARGIN TRADING SUPPLEMENT

If the Client elects in writing, whether on the account opening form or otherwise, to open its Account as or change its Account to a margin account, this supplement shall form part of the Agreement (collectively "Margin Trading Agreement"). This supplement sets out the terms and conditions upon which BOOM may, in its sole and absolute discretion, grant and continue to grant margin loan facilities ("Margin Facilities") to the Client in such amounts as BOOM may determine for the sole purpose of facilitating the subscription of, purchase or holding by the Client of Securities through BOOM:

- Drawdown** - BOOM is authorized (but is not obliged) to drawdown on the Margin Facilities and to advance loan amounts under the Margin Facilities by settling on the Client's behalf any subscription or purchase of Securities on the Account. The Client shall not, without the consent of BOOM, be entitled to withdraw funds under the Margin Facilities.
- Margin Calls** - The Client shall on demand from BOOM immediately deposit such funds or Securities of such value into the Account by such time as BOOM may from time to time in its sole and absolute discretion determine necessary to secure the Margin Facilities. BOOM may at its sole and absolute discretion determine the value of any Securities deposited and without limiting the foregoing, may value any Securities at a discount to their market value. All such deposits shall, in the case of cash, be in cleared and immediately available funds and, in the case of Securities, be in Securities which are immediately available to discharge any delivery obligation. Any request for deposit of such funds or Securities for the payment of margin calls under this supplement, whether in the form of a reminder to pay or otherwise, shall constitute a valid demand under this supplement. Any demand under this supplement may be made by telephone, email, facsimile, instant messaging, short message service ("SMS") or post. Any demand made by telephone shall be deemed to have been made whether or not received by the Client if BOOM shall have made two (2) attempts to telephone the Client at the last known telephone number specified by the Client to BOOM. For avoidance of doubt, any failure by the Client to satisfy any demand shall constitute an Event of Default under clause 10.3 of this Agreement and the provisions in this Agreement in respect of Event of Default shall apply.
- Interest** - The Client shall pay interest to BOOM on all sums lent at such rate as may be specified from time to time by BOOM, whether on its website or otherwise in writing, such interest to accrue daily on the amount outstanding under the Margin Facilities and be calculated on the basis of a 360-day year for Margin Facilities granted in U.S. dollars and a 365-day year for Margin Facilities granted in Hong Kong dollars. Unless earlier demanded, all interest shall be payable on or before the last day of each month and if not paid, shall be added to the amount outstanding under the Margin Facilities.
- Repayment** - The Client shall be liable to repay on demand all amounts outstanding under the Margin Facilities including all sums lent and interest thereon. The Client may repay any amount outstanding under the Margin Facilities at any time and, subject to this Agreement, amounts repaid shall be available for re-drawing. A certificate signed by an officer of BOOM as to the amount outstanding under the Margin Facilities shall be conclusive against the Client in the absence of manifest error.
- Withdrawal or Reduction in Facilities** - BOOM may at any time and for any reason (i) withdraw the Margin Facilities granted to the Client and in this event, the Client shall remain liable for and shall promptly repay all amounts outstanding under the Margin Facilities, or (ii) reduce the amount of the Margin Facilities granted to the Client and in this event, the Client shall remain liable for and shall promptly repay such amount outstanding under the Margin Facilities to comply with the reduction. Unless otherwise specified by BOOM, any withdrawal of Margin Facilities shall not affect the continued operation of the Account as a cash account.
- Authority to Repledge Securities** - The Client authorizes BOOM (i) to deposit any of the securities collateral in question with an authorized financial institution as collateral; (ii) to deposit any of the securities collateral in question with a recognized clearing house or another financial intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of BOOM's settlement obligations and liabilities; or (iii) to apply any of the securities collateral in question to a securities borrowing and lending agreement between BOOM and a third party, subject to compliance with the SFO and/or other applicable rules and regulation.

By entering into this Margin Trading Agreement, the Client hereby agrees to provide this authority to BOOM subject to the Client's right of revocation below. The Client may revoke this authority at any time by giving BOOM one (1) week's written notice provided that no such revocation shall be effective unless the Client has repaid all amounts outstanding under the Margin Facilities and BOOM is not otherwise under any obligation or liability to provide any security to any person to facilitate the continued holding of any position of the Client.

Where the Client is not a professional investor within the meaning of the Securities and Futures (Professional Investor) Rules (Cap.571D) of the Laws of Hong Kong, this authority shall only be valid for a period of one (1) year from the effective date of this Agreement but shall be deemed to be renewed on the anniversary date of this Agreement if, at least fourteen (14) days prior to the expiry of this authority, BOOM gives a written notice to the Client reminding the Client of the impending expiry of this authority and informing the Client that unless the Client objects, this authority will be renewed upon expiry.

## 附件一：保證金買賣附件

如客戶選擇以書面（不論是在開戶申請表格或以其他方式）開設帳戶作為或將其帳戶改為保證金帳戶，本附件須構成協議的一部分（合稱「保證金交易協議」或「孖展（融資）交易協議」）。本附件列明 BOOM 全權及絕對酌情決定據以向客戶授予及繼續授予保證金貸款融資（「保證金融資」）的條款及條件，唯一的目的是促進讓客戶可透過 BOOM 認購、買入或持有證券，融資數額由 BOOM 決定：

- 支用貸款** - BOOM 獲授權（但並沒有責任）從保證金融資支用貸款，並透過代客戶結算在帳戶認購或買入的證券，以保證金融資之下的貸款額向客戶放款。客戶在沒有 BOOM 的同意下不得提取保證金融資的資金。
- 保證金補繳** - 客戶須立即應 BOOM 的要求，為取得保證金融資而將資金或證券存入帳戶（所需資金或證券的價值以及存入的時間均為 BOOM 不時全權及絕對酌情決定認為屬必要者）。BOOM 可全權及絕對酌情決定任何證券的價值，而在不同限於前述條文下，可以證券市值的折讓價定為證券的價值。如存入的是現金，須屬已結清並可即時動用的資金，如存入的是證券，該等證券須可即時用於履行交收責任。任何就存入該等資金或證券作為繳付本附件保證金補繳的任何要求，不論是以須繳提示單的形式或其他形式，將構成本附件的有效付款要求。根據本附件作出的任何要求可以電話、電郵、傳真、網上即時通訊、電話短信或郵遞。以電話作出的要求，不論是否為客戶收到，只要 BOOM 按最後所知的電話號碼或客戶在給 BOOM 的通知指明的其他電話號碼致電客戶兩（2）次，即視為已經作出。為免引起疑問，客戶未能履行任何要求，即構成本協議第 10.3 條下的違約事件，而本協議有關違約事件的條文因此適用。
- 利息** - 客戶須就 BOOM 貸出的全部數額，按 BOOM 不時指明（不論是在其網站或是以書面形式）的利率，向 BOOM 支付利息，而該利息是就保證金融資的未償數額按日累計，並且如保證金融資是以美元授予的，按一年 360 日計算，而如保證金融資是以港元授予的，則按一年 365 日計算。除非有關的要求提早作出，否則所有利息須於每月最後一日或之前支付，如不支付，有關利息即加算於保證金融資下的未償數額。
- 償還** - 客戶須負責應要求償還保證金融資下的全部未償數額，包括全部貸出的數額及相關利息。客戶可隨時償還保證金融資下的未償數額，而在符合本協議規定下，已償還的數額可供再提取。BOOM 的高級人員就保證金融資下的未償數額所簽署的證明書，在沒有明顯錯誤下，須為針對客戶不可推翻的證據。
- 撤回或減少融資** - BOOM 可隨時以任何理由 (i) 撤回授予客戶的保證金融資，而在此情況下，客戶仍須對保證金融資的未償數額負責，並須即時償還所有保證金融資下未償數額，或 (ii) 減少授予客戶的保證金融資額，而在此情況下，客戶仍須對保證金融資的未償數額負責，並須即時償還，以符合減少之保證金融資額。除非 BOOM 另作指明，從保證金融資所作的任何提取並不影響帳戶作為現金帳戶持續操作。
- 再質押證券的授權** - 客戶授權 BOOM (i) 將任何涉及的證券抵押品存放在一所獲授權的金融機構作為抵押品；(ii) 將任何涉及的證券抵押品存放在一所認可的結算所或其他持牌或註冊可進行證券交易的金融中介機構作為抵押品，作為履行及清償客戶對 BOOM 的交收責任及債務的抵押品；或 (iii) 在遵從《證券及期貨條例》及/或其他適用規則及規例的前提下，按照 BOOM 與第三方之間的證券借貸協議運用任何涉及的證券抵押品。

通過簽訂本保證金交易協議，客戶藉此同意根據以下的客戶撤銷權向 BOOM 提供此授權。客戶可隨時給予 BOOM 一（1）個星期的書面通知撤銷此授權，客戶須已償還保證金融資的所有未償數額，並且 BOOM 沒有因為代客戶繼續持有任何倉位而須向任何人士提供任何擔保或承擔任何責任或義務，否則該撤銷屬無效。

若客戶不屬於香港法例《證券及期貨（專業投資者）規則》（第 571D 章）所定義的專業投資者，則此授權由本協議生效日期起計僅有效為期一（1）年；但此授權會於本協議週年日被視為已續期，前提是 BOOM 在此授權屆滿前最少十四（14）日向客戶發出書面通知，提醒客戶此授權即將屆滿，並通知客戶除非客戶提出反對，此授權將在屆滿時予以續期。

## SCHEDULE 2: IPO FINANCING SUPPLEMENT

This supplement forms part of the Agreement and sets out the terms and conditions upon which BOOM may, in its sole and absolute discretion, grant and continue to grant one or more short-term loan facilities (each an "IPO Facility") to the Client in such amounts as BOOM may determine, each for the sole purpose of facilitating the subscription or purchase through BOOM of particular Securities ("New Securities") to be issued, whether in initial public offerings on the SEHK or otherwise:

- Drawdown** - BOOM shall be authorized to drawdown on the IPO Facility for the New Securities. All loan proceeds under the IPO Facility shall be applied solely to settle or otherwise pay subscription or purchase monies for the subscription or purchase of the New Securities to which the IPO Facility relates and BOOM shall be authorized to advance the full amount under the IPO Facility to the Client by settling or otherwise paying such subscription or purchase monies. BOOM shall have no obligation to advance loan amounts unless and until the Client has complied with such conditions as BOOM may specify for the IPO Facility including:
  - The Client shall give Instructions to subscribe for or purchase the New Securities on or before the Cut-off Time or such other time as BOOM may in its sole and absolute discretion determine. For this purpose, the "Cut-Off Time" shall be 12 noon of the Business Day immediately before the latest practicable time for applications to be made in respect of the New Securities;
  - The Client shall deposit with BOOM on or before the Cut-Off Time funds or Securities of such value into the Account as BOOM may specify. BOOM may at its sole and absolute discretion determine the value of any Securities deposited and without limiting the foregoing, may value any Securities at a discount to their market value. All such deposits shall, in the case of cash, be in cleared and immediately available funds and, in the case of Securities, be in Securities which are immediately available to discharge any delivery obligation.
- Interest** - The Client shall pay interest on the amount outstanding under the IPO Facility from the Cut-Off Time at such rate as BOOM may specify such interest to accrue daily on the amount outstanding under the IPO Facility and be calculated on the basis of a 365-day year. Any interest unpaid at the end of a calendar month shall be added to the amount outstanding under the IPO Facility.
- Repayment** - The Client shall repay the amount outstanding under the IPO Facility on demand. A certificate signed by an officer of BOOM as to the amount outstanding under the IPO Facility shall be conclusive against the Client in the absence of manifest error. Once repaid, the IPO Facility may not be re-drawn.

## SCHEDULE 3: PERSONAL DATA PRIVACY SUPPLEMENT

This supplement forms part of the Agreement and sets out the terms and conditions upon which BOOM collects, processes, and uses Client's personal data. Personal data refers to all kinds of information recorded electronically or in other forms that relates to identified or identifiable natural persons.

- Collection** - From time to time, it is necessary for the Client to supply BOOM with personal data in connection with matters including, but not limited to, the opening of the Account, the provision of services to the Client and compliance with laws and regulations applicable to BOOM or to its activities. The kinds of personal data that may be collected includes, but is not limited to, the Client's information relating to biometric identification, name, address, occupation, contact details, date of birth, marital status, nationality, tax residency, identity card or passport details, education level, employment status and information, as well as information to ascertain Client's financial status, income (including source of funds), tax identification number, Account activities and transaction information (including without limitation, Account number, Account balance / value, gross receipts, withdrawals and payments from and into the Account) and other information as may be required by the "Authorities", who in turn may collect and use such personal data (as may be necessary and appropriate) to carry out their statutory functions. BOOM may also collect Client's facial image, fingerprint for identification and verification purposes (including but not limited to e-certificate certification authority). When the Client designate an authorized person or authorized a third party to operate the Account, BOOM will collect personal data of such relevant persons. Failure to supply such personal data or subsequent withdrawal of consent may result in BOOM being unable to open the Account, to continue to provide services to the Client or to comply with such laws. Personal data may also be collected from the Client in the ordinary course of the Client's relationship with BOOM including, but not limited to, when the Client opens the Account, transfers funds, gives Instructions, effects and processes transactions, participates in online activities, or communicates verbally or in writing with BOOM.

\* "Authorities" includes any local or foreign judicial or regulatory body, any government or tax authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or association of financial service providers.

- Purpose and Use** - The purposes for which personal data may be used will vary depending on the nature of the Client's relationship with BOOM. BOOM intends to use the Client's personal data for all or any of the following purposes:
  - the processing of an application for the opening of an Account with BOOM including confirming and verifying the Client's identity and any other information supplied to BOOM by the Client;
  - the daily operation of the Account and the provision of services to the Client;

## 附件二：首次公開發售（IPO）融資附件

本附件構成協議的一部分，列明 BOOM 在全權及絕對酌情決定下向客戶授予及繼續授予一項或多項短期貸款融資（每一項均為「首次公開發售融資」）的條款及條件，每項首次公開發售融資的唯一目的是促進客戶透過 BOOM 認購或買入將要發行的特定證券（「新證券」），不論是聯交所首次公開發售或是其他形式，而融資數額由 BOOM 決定：

- 支用貸款** - BOOM 獲授權就新證券從首次公開發售融資支用貸款。從首次公開發售融資所得的貸款須全數用於交收或以其他方式繳付認購或買入與首次公開發售融資有關的新證券所需的認購或購買款項，而 BOOM 獲授權從首次公開發售融資所得的全數款項向客戶放款以便交收或以其他方式支付上述認購或購買首次公開發售融資有關的新證券。BOOM 並沒有責任放出貸款額，除非並直至客戶已遵從 BOOM 就首次公開發售融資指定的條件，包括：
  - 客戶須於截止時間或之前或 BOOM 全權及絕對酌情決定的其他時間或之前作出認購或買入新證券的指示。就此而言，「截止時間」須為就新證券作出申請的最後可行時間之前的營業日中午 12 時；
  - 客戶須在截止時間或之前將 BOOM 指明價值的資金或證券交 BOOM 存入帳戶中。BOOM 可全權及絕對酌情決定任何存入證券的價值，而且在不局限前述條文下，可以證券市價的折讓價定為證券的價值。如存入的是現金，須屬已結清並可即時動用的資金，如存入的是證券，該等證券須可即時用於履行交收責任。
- 利息** - 客戶須就首次公開發售融資下的未償數額，由截止時間起支付利息，利率按 BOOM 所定，而且利息是就首次公開發售融資下的未償數額以一年為 365 日每日累計。於某公曆月底未付的利息須加算於首次公開發售融資下的未償數額。
- 償還** - 客戶須應要求償還首次公開發售融資下的未償數額。BOOM 的高級人員就首次公開發售融資下的未償數額所簽署的證明書，在沒有明顯錯誤下，須為針對客戶的不可推翻的證據。貸款一經償還，首次公開發售融資即不可再支用。

## 附件三：個人資料私隱附件

本附件構成協議的一部分，並列明 BOOM 收集、處理及使用客戶個人資料的條款及條件。個人資料是指以電子或其他方式記錄，並與已識別或可識別的自然人有關的各種資料。

- 收集** - 客戶需不時就各種事項向 BOOM 提供其個人資料，包括但不僅限於開設帳戶、向客戶提供服務、遵從對 BOOM 或其活動適用的法律及規例。可收集的個人資料種類包括但不僅限於客戶的「生物認證」資料、姓名、地址、職業、聯絡資料、出生日期、婚姻狀況、國籍、稅務居民身分、身份證或護照資料、教育程度、就業狀況及資料，以及可探明客戶財務狀況的資料、收入（包括資金來源）、納稅人識別號碼、帳戶活動及交易信息（包括但不限於賬戶號碼、賬戶餘額/價值、帳收入和、提取和帳戶往來付款），以及相關機構\*可能要求的其他資料，相關機構可收集和該等個人資料（在必要和適當的情況下）以履行其法定職能。BOOM 亦可能會收集客戶的面部影像、指紋，以進行識別及驗證（包括但不僅限於電子證書認證機構）。當客戶指定授權人或授權第三方操作賬戶時，BOOM 將收集該等人士之個人資料。客戶未能提供此等個人資料或隨後撤回同意可導致 BOOM 不能開設帳戶、不能繼續向客戶提供服務或不能遵從有關的法律。個人資料也可在日常處理客戶與 BOOM 的關係時收集，包括但不僅限於在客戶開設帳戶、調撥資金、作出指示、執行及處理交易、參與網上活動或以口頭或書面與 BOOM 通訊時。

\*「相關機構」包括任何本地或海外司法或監管機關、任何政府或稅務機關、證券或期貨交易所、法院、中央銀行或執法機構、金融服務供應商的自律監管或協會。

- 目的及用途** - 個人資料的用途會視乎客戶與 BOOM 的關係的性質而有所不同。BOOM 擬使用客戶的個人資料作以下所有或以下任何用途：
  - 在 BOOM 辦理開設帳戶的申請，包括確認及核對客戶的身份及客戶提供予 BOOM 的任何其他資料；
  - 帳戶的日常運作，以及向客戶提供服務；

- (iii) meeting the disclosure and compliance requirements of the Authorities under laws and regulations applicable to BOOM or its activities or the assets held by or on behalf BOOM or the internal compliance policies or procedures of BOOM;
- (iv) promoting and direct marketing of the BOOM's services;
- (v) aggregating data related to trading activities of the Client and other persons to whom it provides services to produce macro summaries of trading trends for publication in BOOM's communications including on its website; and
- (vi) any other purpose directly related to any of the above.

The Client has the right to object to the use of his personal data for direct marketing purposes as set out in (iv) above. BOOM will cease to use the Client's personal data for direct marketing without charge if the Client so requests.

3. **Retention and Access** - The personal data collected may be maintained for such period of time required under laws and regulations applicable to BOOM and its activities and as otherwise needed to fulfill the purposes set out in (2) above. Personal data held by BOOM relating to the Client shall be kept confidential and BOOM shall take all reasonable measures to ensure that personal data is kept secure against unauthorized access, loss, disclosure and destruction. BOOM may provide the personal data to the following persons, whether inside or outside of Hong Kong, and the Client consents to any such use or transfer:

- (i) affiliates of BOOM including the ultimate holding company of BOOM, its subsidiaries, representative offices, and associated companies;
- (ii) the service providers and agents of BOOM;
- (iii) any agent, contractor or third-party service provider who provides administrative, research, design, launch, digital or telecommunications, exchange, clearing and settlement or other services to BOOM in connection with its business;
- (iv) the employees, officers, directors and consultants of BOOM;
- (v) any person including, but not limited to, any Authorities entitled thereto by laws and regulations applicable to BOOM or its activities or assets held by or on behalf of BOOM or in response to a legally enforceable request;
- (vi) any person to whom the business of BOOM may be sold; and
- (vii) external service providers of BOOM (including, but not limited to, printing houses, mailing houses, digital or telecommunication companies, data processing companies, storage companies, system vendors and information technology companies).

Under the Personal Data (Privacy) Ordinance ("PDPO") (Cap. 486) of the Laws of Hong Kong, the Client has the right to

- (i) check whether BOOM holds personal data about the Client and access such personal data;
- (ii) require BOOM to correct any personal data relating to the Client which is inaccurate;
- (iii) ascertain BOOM's policies and practices in relation to personal data and to be informed of the kinds of data held by BOOM; and
- (iv) object to the use of the Client's personal data for direct marketing purposes.

Following the receipt of such objection, BOOM shall not use the Client's personal data for direct marketing purposes. In accordance with the PDPO, BOOM has the right to charge a reasonable fee for the processing of any data access request.

For access to the Client's personal data held by BOOM, correction of such personal data, objection to the use of such personal data for direct marketing purposes or for information regarding BOOM's policies and practices relating to personal data or the kinds of data held by BOOM, the Client may contact BOOM Compliance at Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong.

- (iii) 符合對 BOOM 或其活動或 BOOM 或其代表持有的資產適用的相關機構之法律及規例之下的披露及合規規定或 BOOM 的內部合規政策或程序;
- (iv) 推廣及直銷 BOOM 的服務;
- (v) 將客戶及 BOOM 服務的其他人士的買賣活動的有關數據綜合, 製成買賣趨勢的宏觀摘要, 以供在 BOOM 的通訊包括 BOOM 的網站發佈; 及
- (vi) 直接與上述任何各項有關的任何其他用途。

客戶有權反對以其個人資料作上述第 (iv) 項所指的直銷用途。如客戶要求, BOOM 將停止使用客戶的個人資料作免費直銷用途。

3. **留存及查閱** - 已收集的個人資料可按對 BOOM 及其活動適用的法律及規例規定的期間, 以及為實現上述 (2) 項的用途所需的期間備存。BOOM 須對所持有的客戶個人資料保密, 並採取一切合理措施確保該等個人資料安全, 以免在未經授權下被查閱、遺失、披露及毀壞。BOOM 可將個人資料提供予以下在香港境內或境外的人士, 而且客戶同意該項用途或轉送:

- (i) BOOM 的聯繫公司, 包括 BOOM 的最終控股公司、其附屬公司、代表辦事處及聯屬公司;
- (ii) BOOM 的服務提供者及代理人;
- (iii) 就 BOOM 的業務向 BOOM 提供行政、研究、設計、推行、數碼或電訊、交易、結算及交收或其他服務的代理人、承包商或第三方服務提供者;
- (iv) BOOM 的僱員、高級人員、董事及顧問;
- (v) 根據對 BOOM 或其活動或 BOOM 或其代表所持有的資產適用的法律及規例, 或回應具法律效力的要求而有權取得該等資料的任何人士, 包括但不僅限於任何相關機構;
- (vi) 可能獲 BOOM 售予業務的人士; 及
- (vii) BOOM 的外聘服務提供者 (包括但不僅限於印刷所、郵遞公司、數碼或電訊公司、數碼處理公司、儲存公司、系統供應商及資訊科技公司)。

根據香港法例《個人資料(私隱)條例》(「**私隱條例**」)(香港法例第 486 章), 客戶有權

- (i) 查證 BOOM 有否持有有關客戶的個人資料以及查閱該等個人資料;
- (ii) 要求 BOOM 更正關於客戶的不正確個人資料;
- (iii) 確定 BOOM 處理個人資料的政策及慣例, 以及獲通知 BOOM 持有的資料種類; 及
- (iv) 反對以客戶的個人資料作直銷用途。

在收到客戶的反對後, BOOM 不得以客戶的個人資料作直銷用途。按照《私隱條例》, BOOM 有權為處理查閱資料的要求而收取合理費用。

如欲查閱 BOOM 持有的客戶個人資料、更正有關的個人資料、反對以該等個人資料作直銷用途, 或取得有關 BOOM 對其持有的個人資料或資料種類採取的政策及慣例的資料, 客戶可於香港北角電氣道 183 號友邦廣場 25 樓 2501 室聯絡 BOOM 的合規部門。

## SCHEDULE 4: CHINA CONNECT SERVICE SUPPLEMENT

This supplement forms part of the Agreement and sets out the terms and conditions upon which BOOM may accept Instructions from the Client to execute trades in equity securities listed on the China Connect Market(s) and designated for trading through the China Connect Service provided by the SEHK. In the event of any inconsistency between this Supplement and the Agreement, the provisions of this Supplement shall prevail.

1. **Definitions and interpretations** - Capitalized terms used herein but not otherwise defined herein shall have the same meaning as ascribed thereto in the Agreement. In this Supplement, unless the context otherwise requires, the following expressions shall have the following meanings:

**"A shares"** means the shares of PRC-incorporated companies, denominated in RMB, accepted for listing and admitted to trading on China Connect Market(s) from time to time;

## 附件四：中華通服務附件

本附件構成本協議的一部分, 所列條款及條件是 BOOM 依據以接受客戶指示, 以執行在中華通市場上市並指定透過聯交所提供的中華通服務買賣的股本證券的交易。倘本附件與協議有不一致之處, 概以本附件的條文為準。

1. **定義及釋義** - 本附件的用詞如並未另作定義, 其涵義須與協議對該詞賦予的涵義相同。在本附件中, 除文意另有所指外, 以下詞語須具以下涵義:

**"A 股"** 指不時獲准在中華通市場上市及買賣的中國內地註冊成立的公司所發行以人民幣計值的股份;

<b>“Aggregate Quota”</b>	means the maximum net value of all the buy trades that can be executed by all China Connect Exchange Participants in respect of all China Connect Securities in a particular China Connect Market through the use of China Connect Service as the securities regulators of Hong Kong and the PRC decide from time to time;	<b>「總額度」</b>	指香港及中國的證券監管機構不時就所有中華通交易所參與者透過使用中華通服務在特定中華通市場就所有中華通證券釐定的可執行所有買入交易的最高淨值；
<b>“Applicable China Connect Rules”</b>	means all rules of China Connect Market Operator(s) (to the extent applicable to the trading of China Connect Securities in the relevant China Connect Market(s) and not inconsistent with the Rules of the SEHK and any regulations, requirements or conditions prescribed pursuant to the Rules of the SEHK) and all laws and regulations of the PRC relating to the use of China Connect Service;	<b>「適用的中華通規則」</b>	指中華通市場營運者的所有規則（以該等規則適用於在相關的中華通市場買賣中華通證券，又與聯交所規則及聯交所依據聯交所規則訂明的任何規則、規定或條件沒有不一致之處為限）以及中國有關使用中華通服務的所有法律和規則；
<b>“CCASS”</b>	means the Central Clearing and Settlement System operated by the SEHK's wholly-owned subsidiary, HKSCC for the clearing and settlement of securities listed or traded on the SEHK;	<b>「中央結算系統」</b>	指中央結算及交收系統，該系統是由聯交所的全資附屬公司香港中央結算有限公司營運，用於結算及交收在聯交所上市或買賣的證券；
<b>“China Clear”</b>	means China Securities Depository and Clearing Corporation Limited, the national central counterparty of the PRC's securities market with which the SEHK has established clearing links for the purpose of the China Connect Service;	<b>「中國結算公司」</b>	指中國證券登記結算有限責任公司，是中國證券市場的全國共同對手方，而聯交所已為中華通服務與之建立中華結算通；
<b>“China Connect Market”</b>	means a stock market in the PRC which has established trading links with the SEHK and is included in the SEHK's list of China Connect Markets from time to time;	<b>「中華通市場」</b>	指已與聯交所建立中華交易通，以及不時列入聯交所的中華通市場名單內的中國股票市場；
<b>“China Connect Market Operator”</b>	means a stock exchange that operates a China Connect Market and that has entered into trading links with the SEHK;	<b>「中華通市場營運者」</b>	指營運中華通市場而且已與聯交所建立中華交易通的證券交易所；
<b>“China Connect Exchange Participants”</b>	means an SEHK Exchange Participant which is registered as a China Connect Exchange Participant by the SEHK;	<b>「中華通交易所參與者」</b>	指經聯交所登記為中華通交易所參與者的聯交所交易所參與者；
<b>“China Connect Securities” or “China Connect Security”</b>	means any securities listed on a China Connect Market which the SEHK, from time to time, accepts as eligible for China Connect buy or sell orders through the China Connect Service;	<b>「中華通證券」</b>	指在中華通市場上市，而且是聯交所不時接受為符合資格可透過中華通服務買賣的任何證券；
<b>“China Connect Service”</b>	means the order-routing service referred to in the Rules of the SEHK through which SEHK Exchange Participants may place orders for investors to trade designated equity securities listed in the China Connect Market(s);	<b>「中華通服務」</b>	指聯交所規則所指的買賣盤傳遞服務，而透過該服務，聯交所交易所參與者可為投資者發出買賣指示，以買賣在中華通市場上市的指定股本證券；
<b>“Clearing Participant”</b>	means a person admitted to participate in CCASS as a Clearing Participant;	<b>「結算參與者」</b>	指獲准作為結算參與者參與中央結算系統的人士；
<b>“Daily Quota”</b>	means the daily maximum net value of all the buy trades that can be executed by all the China Connect Exchange Participants in respect of all the China Connect Securities in a particular China Connect Market through the use of the China Connect Service as the securities regulators of Hong Kong and the PRC decide from time to time;	<b>「每日額度」</b>	指香港及中國的證券監管機構不時就所有中華通交易所參與者透過使用中華通服務在特定中華通市場就所有中華通證券釐定的可執行所有買入交易的每日最高淨值；
<b>“Forced-sale Notice”</b>	means, as the case may be, a notice which the SEHK may issue from time to time to an SEHK Exchange Participant or the corresponding notice BOOM may issue to its clients, requiring the SEHK Exchange Participant or BOOM's clients to reduce his holdings in a China Connect Security in compliance with the foreign shareholding limit imposed under the laws and regulations of the PRC;	<b>「強制出售通知」</b>	指（視屬何種情況而定）聯交所可不時發給聯交所交易所參與者的通知或 BOOM 可向其客戶發出的相應通知，規定聯交所交易所參與者或 BOOM 的客戶減少其中華通證券的持股量，以遵從中國有關法律和規則所施加的境外持股限制；
<b>“HKSCC”</b>	means Hong Kong Securities Clearing Company Limited;	<b>「香港結算公司」</b>	指香港中央結算有限公司；
<b>“H shares”</b>	means the shares of PRC-incorporated companies, denominated in Hong Kong dollars, accepted for listing and admitted to trading on the SEHK from time to time;	<b>「H 股」</b>	指不時獲准在聯交所上市及買賣的中國內地註冊成立的公司所發行以港元計值的股份；
<b>“Odd Lot”</b>	in relation to the quotation or transaction of any issue of securities, means that the quantity of the lot is less than one board lot;	<b>「碎股」</b>	就任何已發行證券的報價或交易而言，指其股數少於一個買賣單位；
<b>“PRC”</b>	means the People's Republic of China;	<b>「中國」</b>	指中華人民共和國；
<b>“RMB”</b>	means Renminbi, the official currency of the PRC;	<b>「人民幣」或「RMB」</b>	指人民幣，中國的官方貨幣；
<b>“SEHK”</b>	means The Stock Exchange of Hong Kong Limited and its wholly-owned subsidiary duly authorized as an automated trading services provider in Hong Kong and licensed under applicable laws in the PRC to provide the China Connect Service;	<b>「聯交所」</b>	指香港聯合交易所有限公司及其經正式認可為香港的自動化交易服務提供者並根據適用的中國法律獲發牌提供中華通服務的全資附屬公司；
<b>“SEHK Exchange Participants”</b>	means a person who in accordance with the Rules of the SEHK may trade on or through the SEHK;	<b>「聯交所交易所參與者」</b>	指按照聯交所規則可在聯交所或可透過聯交所進行買賣的人士；
<b>“SEHK Securities” or “SEHK Security”</b>	means the securities listed and traded on the SEHK which may be traded by the PRC investors under the China Connect Service	<b>「聯交所證券」</b>	指在聯交所上市及買賣並且是中國投資者可透過中華通服務買賣的證券。



2. **Only Limit Orders** – The Client shall ensure that all Instructions given by him to buy or sell China Connect Securities shall be Instructions either (i) to buy China Connect Securities at or lower than a price specified by the Client in those Instructions, or (ii) to sell China Connect Securities at or higher than a price specified by the Client in those Instructions. If the Client fails to specify a price, without prejudice to clause 4.1 of the Agreement, BOOM may, at its sole and absolute discretion, refuse that Instruction.
  3. **Odd Lot** – The Client shall not give any Instruction to buy any Odd Lot of China Connect Securities and, without prejudice to clause 4.1 of the Agreement, BOOM may, at its sole and absolute discretion, refuse that Instruction. In the event that the Client holds an Odd Lot of China Connect Securities and gives Instruction to sell any part of the Odd Lot, without prejudice to clause 4.1 of the Agreement, BOOM may, at its sole and absolute discretion, (i) refuse that Instruction, or (ii) treat the Instruction as an Instruction to sell the whole of the Odd Lot to which the Client's Instruction relates.
  4. **No Intra-day Trading and Naked Short Selling** – The Client shall not give any Instruction to sell any China Connect Securities which is to be settled by the delivery of China Connect Securities, an equivalent number of which are to be delivered in settlement of a buy order (i) that was executed by the Client through China Connect Service and that has not yet settled, or (ii) that is at the time of that Instruction yet to be executed by the Client through China Connect Service. To the intent that sufficient numbers of the China Connect Securities are immediately available to settle any sale order, the Client shall (i) ensure that such number of China Connect Securities of the same type being sold are available in the Account, or (ii) transfer such number of China Connect Securities of the same type being sold into the Account before giving BOOM his Instruction to sell. In the event that there is a shortfall of China Connect Securities of the same type being sold in the Account, without prejudice to clause 4.1, BOOM may (i) refuse to accept such Instruction to sell, or (ii) treat such Instruction to sell as an Instruction to sell only such number of China Connect Securities of the same type to be sold as is available in the Account.
  5. **No over-the-counter ("OTC") or Manual Trades** – The Client shall not trade or otherwise transfer China Connect Securities except through the China Connect Service or as permitted under the Applicable China Connect Rules. Without prejudice to clause 4.1, BOOM, may refuse any Instruction to transfer China Connect Securities in the absence of such evidence as it may request to satisfy itself of the foregoing.
  6. **Individual Shareholding Limits** – Unless otherwise permitted by the laws and regulations of the PRC, the Client shall not hold 10 per cent (10%) or more of the issued A Shares of a China Connect Security.
  7. **Aggregate Shareholding Limits** – Where BOOM receives a Forced-sale Notice from the SEHK, it shall determine which of its clients shall sell what quantity of China Connect Securities of the type specified in the Forced-sale Notice as may be necessary to comply with the Forced-sale Notice. BOOM shall make this determination on a "last-in, first-out" basis but where it is impracticable, BOOM shall have sole and absolute discretion to make the determination on whatever basis it deems fair. Where the Client receives a Forced-sale Notice from BOOM:
    - (a) Subject to sub-paragraph (b), the Client shall give to BOOM an Instruction to sell China Connect Securities in its Account of the type specified in the Forced-sale Notice in a quantity no less than such quantity specified in the Forced-sale Notice no later than one (1) trading day before such time as specified in the Forced-sale Notice, failing which BOOM may sell from the Account such number of China Connect Securities of the type specified in the Forced-sale Notice on behalf of the Client as may be necessary to comply with the Forced-sale Notice. The Client shall be liable to BOOM for any commission from any sale notwithstanding such sale arises because of a Forced-sale Notice.
    - (b) Where, following the receipt of a Forced-sale Notice but before the expiry of the time specified in the Forced-sale Notice to sell China Connect Securities, the aggregate foreign shareholding in the China Connect Securities specified in the Forced-sale Notice has been reduced to below the threshold which triggered the Forced-sale Notice, the Client may request BOOM to apply, at the request and on behalf of the Client, to the SEHK for exemption from the requirements of the Forced-sale Notice. If and to the extent that such application succeeds, the Client shall be relieved of its obligation to sell China Connect Securities of the type specified in the Forced-sale Notice in respect of which the application was made. The Client shall be liable to BOOM for such administrative fees in respect of the application as BOOM may specify from time to time.
- The Client acknowledges that BOOM's right to sell China Connect Securities hereunder (and all incidents to this right as set out hereunder) is an irrevocable right that survives any termination of the Agreement. Without prejudice to clause 4.1 of the Agreement, following the issuance to a Client of a Forced-sale Notice in respect of a particular type of China Connect Securities, BOOM may refuse any Instruction to transfer any China Connect Securities of that type unless and until the Client has complied with the requirements of the Forced-sale Notice.
- BOOM shall not be liable to the Client for any loss, including any loss of opportunity, which the Client may suffer or incur as a result of a sale to comply with a Forced-sale Notice. The Client shall indemnify BOOM for any fees, duties, levies and other expenses BOOM may incur as a result of exercising its power of forced sale on behalf of the Client.
8. **Margin Trading** – Where BOOM provides Margin Facilities to the Client to facilitate the buying of China Connect Securities, the Client shall only buy on margin China Connect Securities included in the list of securities published by the SEHK at any time and from time to time as being securities eligible for trading on margin through the China Connect Service.

Where an eligible China Connect Security is suspended from margin trading:

- (a) the Client shall not conduct margin trading in that China Connect Security during the suspension period and without prejudice to clause 4.1 of the Agreement, BOOM may

2. **限價盤** – 客戶須確保其為買入或賣出中華通證券所作的一切指示須指示：(i) 以客戶在該等指示指定的價格或低於該價格買入中華通證券，或 (ii) 以客戶在該等指示指定的價格或高於該價格賣出中華通證券。如客戶未能指定價格，則在不損害協議第 4.1 條規定的原則下，BOOM 可全權及絕對酌情決定拒絕接受該指示。
  3. **碎股** – 客戶不得作出買入中華通證券碎股的指示，而且在不損害協議第 4.1 條規定的原則下，BOOM 可全權及絕對酌情決定拒絕接受該指示。倘客戶持有中華通證券的碎股，並作出賣出該等碎股任何部分的指示，則在不損害協議第 4.1 條規定的原則下，BOOM 可全權及絕對酌情決定 (i) 拒絕接受該指示，或 (ii) 視該指示為將該等碎股全部賣出的指示。
  4. **沒有即日買賣及無擔保沽空** – 客戶不得作出以交付中華通證券作交收的賣出指示，以致須交付同等數目的證券以交收以下買盤：(i) 客戶透過中華通服務執行但尚未交收的買盤，或 (ii) 客戶在該賣出指示作出時尚未透過中華通服務執行的買盤。為準備充足數目的中華通證券可即時用於交收任何買盤，客戶須 (i) 確保在帳戶中有該數量而且與賣出證券屬同一類型的中華通證券，或 (ii) 在向 BOOM 作出賣出指示前，將該數量而且與賣出證券屬同一類型的中華通證券過戶至帳戶中。倘帳戶中與賣出證券屬同一類型的中華通證券數目不足，則在不損害協議第 4.1 條規定的原則下，BOOM 可 (i) 拒絕接受賣出的指示，或 (ii) 視該指示為僅賣出在帳戶中可供賣出的數量而且與賣出證券屬同一類型的中華通證券的指示。
  5. **不作場外或人手操作買賣** – 客戶不得買賣或以其他方式轉讓中華通證券，但透過中華通服務進行或適用的中華通規則所容許者除外。在不損害協議第 4.1 條規定的原則下，BOOM 在沒有其要求的證據足令其信納前述情況下，可拒絕接受任何轉讓中華通證券的指示。
  6. **個人持股限制** – 除中國法律和規例另行容許外，客戶不得持有中華通證券已發行 A 股的百分之十 (10%) 或以上。
  7. **總持股限制** – 如 BOOM 收到聯交所的強制出售通知，即須決定其客戶中何者須賣出強制出售通知中所指類型的中華通證券，以及所須賣出的數量，以遵從強制出售通知。BOOM 須按「後進先出」基準作出其決定，但如並不切實可行，BOOM 可全權及絕對酌情決定採取其認為公平的基準。如客戶從 BOOM 收到強制出售通知：
    - (a) 除第 (b) 項的條文另有規定外，客戶須在不遲於強制出售通知指明的時間（1）個交易日之前，向 BOOM 作出指示，以便賣出在其帳戶中強制出售通知所指類型的中華通證券，賣出的數量不少於強制出售通知所指名者；倘客戶未能作出此項指示，BOOM 即可代客戶從帳戶中賣出強制出售通知所指種類及所需數量的中華通證券，以遵從強制出售通知。儘管賣出證券是因強制出售通知而起，客戶仍須就 BOOM 因賣出證券所涉的任何佣金負責。
    - (b) 倘在收到強制出售通知後，但在強制出售通知指明賣出中華通證券的限期屆滿前，強制出售通知中所指的中華通證券的總境外持股量已降至觸發強制出售通知的規定以下，客戶可要求 BOOM 應其要求並代其向聯交所申請豁免遵從強制出售通知的規定。若有關申請成功及在該申請成功的範圍內，客戶可獲免除賣出相關強制出售通知所指類型的中華通證券的責任。客戶須對 BOOM 就該項申請不時指明的行政費用向 BOOM 負責。
- 客戶確認 BOOM 根據本附件賣出中華通證券的權利（以及本附件訂明的此項權利的所有附帶權利）屬不可撤銷的權利，在協議終止後繼續有效。在不損害協議第 4.1 條規定的原則下，在向客戶就某類中華通證券發出強制出售通知後，BOOM 可拒絕接受有關轉讓該類中華通證券的指示，除非和直至客戶已遵從強制出售通知的規定。
- 倘客戶因遵從強制出售通知賣出證券而蒙受或招致任何損失，包括損失機遇，BOOM 無須就此對客戶負責。BOOM 因行使其代客戶強制出售的權力而招致的任何費用、稅費、徵費及其他開支，客戶須對 BOOM 作出彌償。
8. **保證金買賣** – 倘 BOOM 向客戶提供保證金融資，以便買入中華通證券，則客戶僅可以保證金買入聯交所於任何時候和不時公佈為符合資格，可透過中華通服務以保證金買賣的證券名單內列的中華通證券。
- 如合資格的中華通證券暫停以保證金買賣：
- (a) 客戶不得在暫停期間，就該中華通證券進行保證金買賣，而且在不損害協議第 4.1 條規定的原則下，BOOM 可拒絕執行

refuse to execute any Instruction to buy that China Connect Security on margin; and

以保證金買入該中華通證券的指示；及

- (b) without prejudice to clause 5 of the Margin Trading Supplement in the Agreement, BOOM may, at its sole and absolute discretion, withdraw or reduce the amount of Margin Facilities granted to the Client for margin trading of that China Connect Security.

- (b) 在不損害協議中保證金買賣附件第 5 條規定的原則下，BOOM 可全權及絕對酌情決定撤回或減少為了就該中華通證券進行保證金買賣而授予客戶的保證金融資額。

9. **Compliance** – The Client shall comply with the laws and regulations of the PRC. Without limitation, the Client acknowledges that:

9. **合規** – 客戶須遵從中國的法律和規例。客戶在不限於如下確認：

(a) where,

(a) 如：

- A. the Client did not hold or control 5 per cent (5%) or more but comes to hold or control 5 per cent (5%) of the issued shares of a particular China Connect Security,
- B. the Client holds or controls 5 per cent (5%) or more of the issued shares of a particular China Connect Security and increases or decreases his holdings or control of such China Connect Security so that his holdings or control of such China Connect Security crosses a percentage that is a multiple of 5 per cent (5%), or
- C. the Client holds or controls 5 per cent (5%) or more of the issued shares of a particular China Connect Security and decreases his holdings or control of such China Connect Security so that his holdings or control of such China Connect Security falls below 5 per cent (5%),

- A. 客戶之前並沒有持有或控制某特定中華通證券已發行股份的百分之五（5%）或以上，但其後持有或控制該等證券的百分之五（5%）時，
- B. 客戶持有或控制某特定中華通證券已發行股份的百分之五（5%）或以上並增加或減少其在該中華通證券的持股量或控制權，以致其在該中華通證券的持股量或控制權超出相當於百分之五（5%）的倍數的百分率，或
- C. 客戶持有或控制某特定中華通證券已發行股份的百分之五（5%）或以上，並減少其在該中華通證券的持股量或控制權，以致其在該中華通證券的持股量或控制權跌至少於百分之五（5%），

the Client (x) may be required to make disclosure to the PRC regulator, the relevant China Connect Market Operator and the issuer of that China Connect Security within such time specified and in such manner as required pursuant to laws and regulations of the PRC, and (y) except in the case of (C), may be prohibited from buying or selling shares in that China Connect Security during such period of time as specified under the laws and regulations of the PRC. Without prejudice to clause 4.1 of the Agreement, BOOM may refuse any Instruction where it believes that the Client may be prohibited under such laws and regulations of the PRC from buying or selling shares;

客戶 (x) 可能須在中國法律和規例指定的時間內及按中國法律和規例規定的方式向中國的監管機構、相關的中華通市場營運者及該中華通證券的發行人作出披露，及 (y) 除(C)項的情況外，可能在中國法律和規例指定的期間內被禁止買入或賣出該中華通證券的股份。在不損害協議第 4.1 條規定的原則下，如 BOOM 認為客戶被該等中國法律和規例禁止買入或賣出股份，可拒絕接受任何指示；

- (b) where the Client holds 5 per cent (5%) or more of shares of a China Connect Security, if he sells or buys shares of that China Connect Security and makes a profit within six months of such sale or acquisition, the Client may be required to disgorge such profit to the issuer of that China Connect Security.

- (b) 在客戶持有中華通證券的股份百分之五（5%）或以上的情況下，如客戶賣出或買入該中華通證券，並在賣出或買入後的六個月內賺得盈利，客戶可能須被迫將盈利交回該中華通證券的發行人。

The Client shall comply with Applicable China Connect Rules and shall, without prejudice to clause 14.1 of the Agreement, indemnify BOOM in full against any loss or expense which BOOM may incur as a result of the Client failing to comply with Applicable China Connect Rules;

客戶須遵從適用的中華通規則，並在不損害協議第 14.1 條規定下，對 BOOM 因客戶未能遵從適用的中華通規則所招致的損失或支出全數向 BOOM 作出彌償；

- (c) acknowledges that, without prejudice to clause 4.1 of the Agreement, BOOM may refuse any Instruction to execute any trade in China Connect Securities if it considers that the Client may have breached Applicable China Connect Rules, the trading activities of the Client are not permissible under the Applicable China Connect Rules or the execution of such Instruction may result in BOOM breaching Applicable China Connect Rules.

- (c) 確認在不損害協議第 4.1 條規定的原則下，BOOM 如認為客戶可能已違反適用的中華通規則，或客戶的買賣活動是適用的中華通規則所不容許的，或執行客戶的指示可能令 BOOM 違反適用的中華通規則，則 BOOM 可拒絕執行任何買賣中華通證券的任何指示。

- (d) authorizes BOOM to take all necessary actions to comply with Applicable China Connect Rules as BOOM deem appropriate, including but not limited to disclosing the Client's identity and any transaction information in China Connect Securities to the SEHK.

- (d) 授權 BOOM 採取一切必要行動，遵守 BOOM 認為適用的中華通規則，包括但不限於向聯交所披露客戶的身份和任何相關中華通證券的交易信息。

10. **Risk Disclosures**

10. **風險披露**

(a) **Emerging Markets**

(a) **新興市場**

China Connect Securities are securities listed on the PRC stock markets. As an emerging market, the PRC stock markets may suffer from lower liquidity and may be susceptible to sharp price fluctuations as compared with more developed markets. The Client may be unable to sell his China Connect Securities at a price at or near the price of the latest recorded trade in those China Connect Securities or at all.

中華通證券是在中國內地股票市場上市的證券。作為新興市場，中國內地股票市場與已發展市場相比，其流通量可能較低，價格的波動亦可能更為急劇。客戶可能無法以該等中華通證券的最新錄得買賣價格或以接近該價格賣出其中華通證券或根本不能賣出該等證券。

(b) **Currency**

(b) **貨幣**

China Connect Securities are traded and settled in RMB. The Client may suffer loss as a result of fluctuations in the rate of exchange between the RMB and the currency of funds in the Account even if there is no change in the RMB denominated price of China Connect Securities in which the Client invests.

中華通證券以人民幣買賣及交收。即使客戶所投資的以人民幣計值的中華通證券在價格上沒有變動，客戶仍可能因人民幣與帳戶資金的貨幣之間的匯率波動而蒙受損失。

RMB is currently subject to foreign exchange controls. The Client may suffer loss as a result of delays in the conversion of RMB into other currency in the Account or increased transactions costs in connection with such conversion.

人民幣現時仍受外匯管制。倘將人民幣兌換為帳戶中的其他貨幣時有延誤，或涉及該兌換的交易費用增加，則客戶可能蒙受損失。

(c) **Market Availability**

(c) **市場可供使用時段**

The China Connect Service may be closed to trading or otherwise unavailable whilst China Connect Market(s) are open for trading. Similarly, certain China Connect Securities may be suspended from trading or otherwise unavailable for trading through the China Connect Service whilst those China Connect Securities may continue to trade on China Connect Market(s) or whilst securities, such as H Shares, corresponding to those China Connect Securities continue to trade on the SEHK. The Client may suffer a loss as a result of being unable to sell securities through the China Connect Service where those securities continue to trade on the China Connect Market(s) or the SEHK and the prices of those securities are declining.

在中華通市場開放可供買賣時，中華通服務卻可能不開放買賣或因其他原因不能供使用。同樣地，某些中華通證券可能暫停買賣，或因其他原因不能提供以透過中華通服務進行買賣，但該等中華通證券卻可繼續在中華通市場買賣，或與該等中華通證券相應的證券（諸如 H 股之類）卻可繼續在聯交所買賣。倘該等證券繼續在中華通市場或聯交所買賣，而其價格又在下跌，則客戶可能因不能透過中華通服務賣出證券而蒙受損失。

(d) **China Connect Securities**

(d) **中華通證券**



The buying of certain China Connect Securities through the China Connect Service may be restricted from time to time. The Client may suffer a loss where buying in China Connect Securities held by him are so restricted as the liquidity of such securities may be materially lower.

透過中華通服務買入某些中華通證券可能不時受到限制。倘客戶買入其所持有的中華通證券受到限制，則流通量可能大為降低，客戶可能蒙受損失。

**(e) Quotas**

The buying of China Connect Securities through the use of China Connect Service is subject to daily and aggregate quotas. Where either quota is exceeded, buy orders may not be capable of execution.

**(e) 額度**

透過使用中華通服務買入中華通證券必須符合每日額度及總額度的規定。如超過任何額度，買盤可能不予執行。

**(f) Forced Sales**

China Connect Securities are subject to foreign shareholding limits. Buying activity which results in these limits being exceeded may result in a Forced-sale Notice. The Client may suffer a loss in the event of a Forced-sale Notice as the Client is limited in his ability to control the timing and hence, the price at which sales take place to comply with the Forced-sale Notice. A Forced-sale Notice to the Client may be issued in circumstances where similar notices are issued to other holders of China Connect Securities. This may result in significant downward pressure on the price of those China Connect Securities which may, in turn, result in losses to the Client in complying with the Forced-sale Notice.

**(f) 強制出售**

中華通證券須符合境外持股限制的規定。買入的活動引致持股量超出該限制時，可能導致發出強制出售通知。在發出強制出售通知的情況下，客戶為了遵從該通知可能會蒙受損失，因為客戶能控制賣出證券的時間及因此所依據的價格會受到限制。客戶可能獲發給強制出售通知的同時，類似的強制出售通知亦發給中華通證券的其他持有人。此舉可能導致該等中華通證券的價格承受相當大的下調壓力，並因而令客戶在遵從強制出售通知時蒙受損失。

**(g) Corporate Action**

The Client can only exercise his rights (including collecting dividends and giving voting instructions) in China Connect Securities held by him through BOOM through HKSCC. The Client may be unable to attend meetings of the issuers of such China Connect Securities as proxy in person as multiple proxies are not available in the PRC markets. The Client may be unable to adequately advocate for his own interests in the absence of the right to attend a meeting in person. The subscription period for rights issue in China Connect Securities may be as short as one Business Day and it may be impracticable for BOOM to obtain the Client's subscription instruction and revert back to HKSCC in time. The Client may be diluted if he is unable to make a timely subscription in a rights issue.

**(g) 公司行動**

客戶只能行使其透過 BOOM 透過香港結算公司持有的在中華通證券的權利（包括收取股息及作出投票指示）。客戶未必能以股東委任代表身份親身出席該中華通證券發行人的會議，因為中國市場並未設有多重股東委任代表制。在沒有親身出席會議的權利下，客戶可能無法就其本身的權益充分提出其主張。中華通證券的供股認購期可能短至一個營業日，對 BOOM 而言，要取得客戶的認購指示然後及時交回香港結算公司未必切實可行。客戶如未能及時認購供股，其權益可能被攤薄。

**(h) Ownership**

China Connect Securities are uncertificated and are recorded in an omnibus account maintained by China Clear for HKSCC as nominee for the account of Clearing Participants. Although Hong Kong law recognizes the proprietary interest of the Client in China Connect Securities held by him, the laws of the PRC may not recognize such an interest. HKSCC does not guarantee the title to any China Connect Securities held through it and has no obligation to take any action (whether legal or otherwise) to enforce any rights in China Connect Securities on behalf of any person. Physical deposit or withdrawal of China Connect Securities into or from China Clear is not available. The Client may suffer a loss in any circumstance outside of the China Connect Service where the Client may need to establish a proprietary interest in the China Connect Securities held by him. In particular, the Client may suffer a loss in the event of the insolvency of HKSCC as in this case, in the absence of a proprietary interest in favour of the Client, the China Connect Securities held by him may be regarded as the general assets of HKSCC available to satisfy the debts of HKSCC and the Client may have no more than a claim, through BOOM, as an unsecured creditor.

**(h) 擁有權**

中華通證券是無紙證券，記錄於中國結算公司維持的綜合帳戶，該帳戶是中國結算公司為結算參與者開設的帳戶，由香港結算公司為代理人。雖然香港法律確認客戶對所持有的中華通證券的所有權權益，但中國法律則未必確認此權益。香港結算公司對於透過香港結算公司持有的任何中華通證券的所有權概不作出保證，而且沒有責任代任何人士採取任何（不論是法律的或是其他方面的）行動，以強制行使在中華通證券的任何權利。中華通證券不能以實物方式在中國結算公司進行提存。倘客戶須在中華通服務以外的情況下，確定其對所持有的中華通證券的所有權權益，客戶可能蒙受損失。尤其是在香港結算公司無力償債的情況下，客戶可能蒙受損失，因為在客戶沒有所有權權益時，客戶所持有的中華通證券可能被視為香港結算公司的一般資產，可供償還香港結算公司的債務，而客戶充其量只能是一名透過 BOOM 提出申索的無抵押債權人。

**(i) Insolvency of China Clear**

In the event of the insolvency of China Clear, there may be a shortfall in the number of China Connect Securities held for HKSCC. In this case, HKSCC will distribute China Connect Securities recovered following default to its Clearing Participants on a pro rata basis. The Client may suffer a loss as in such a distribution, the Client may not receive the full number of China Connect Securities which are owed to him. The HKSCC Guarantee Fund, to which China Clear does not contribute, will not be used to cover any loss arising from such a shortfall.

**(i) 中國結算公司無力償債**

倘中國結算公司無力償債，其以香港結算公司名義所持有的中華通證券數量可能出現不足之數。在此情況下，香港結算公司會以違約後追回的中華通證券按比例分派予其結算參與者。客戶可能在此分派中蒙受損失，因為客戶未必能收回全數被拖欠的中華通證券。由於中國結算公司沒有向香港結算公司的保證基金供款，香港結算公司的保證基金將不會賠償因上述不足之數所引起的損失。

**(j) Investor Compensation**

Holdings in China Connect Securities are not covered by the Investor Compensation Fund. In the event of the insolvency of BOOM, the Client will have no recourse to the Investor Compensation Fund.

**(j) 投資者賠償**

持有中華通證券不受投資者賠償基金保障。倘 BOOM 無力償債，客戶對投資者賠償基金並沒有追索權。

**(k) Language**

Issuers of China Connect Securities publish corporate documents including announcements, circulars and annual reports, in Simplified Chinese only without any official English translation of the same. The laws and regulations of the PRC, including the Applicable China Connect Rules, may be published in Simplified Chinese only without any official English translation.

**(k) 語文**

中華通證券發行人僅以簡體中文刊發公司文件，包括公告、通告及年報，該等文件並沒有官方英文譯本。中國的法律和規例，包括適用的中華通規則可能僅以簡體中文刊發，並沒有官方英文譯本。

**(l) Exclusion of Liability**

China Connect Market Operators, the SEHK and their respective subsidiaries and their respective directors, employees and agents have disclaimed any liability to the Client for any loss or damage suffered directly or indirectly by the Client arising from or in connection with the China Connect Service including without limitation in respect of the making, amending or enforcing of rules, or any action taken in the discharge of supervisory or regulatory obligations or functions including any action taken to deal with abnormal trading conduct or activities.

**(l) 免除責任**

對於客戶因中華通服務引致或在與中華通服務有關連的情況下（包括但不僅限於就規則的制訂、修訂或強制執行，或履行監督或規管責任或職能時採取的任何行動，包括為處理非正常買賣行為或活動而採取的任何行動）直接或間接蒙受的任何損失或損害，中華通市場營運者、聯交所及其各自的附屬公司及其各自的董事、僱員及代理人概不對客戶承擔任何責任。