



喬格理(香港)有限公司
Qogir (Hong Kong) Limited

and
與

[

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DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT
全權委託投資管理協議

Dated:

日期:

THIS DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT is made the day of Two Thousand and

本全權委託投資管理協議於 20 年 月 日訂立。

BETWEEN

訂約各方：

1. **Qogir (Hong Kong) Limited** a company incorporated under the laws of Hong Kong Special Administrative Region of the People's Republic of China having its registered office at Room 4510, 45/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (the "Company") of the one part; and

1. 訂約一方為**喬格理(香港)有限公司**，根據中華人民共和國香港特別行政區法律註冊成立的公司，其註冊地址為香港灣仔港灣道26號華潤大廈45樓4510室（以下稱為「本公司」）；及

2. [] holder of [] Identity Card/Passport No.[] of []

2. 訂約另一方為[]，持有在[]註冊的身份證/護照，號碼：[]，地址 []

(the "Customer") of the other part.

（以下稱為「客戶」）。

WHEREAS

鑒於：

A. The Company (Central Entity Number: BQS769) is a licensed corporation licensed by the Securities and Futures Commission (the "SFC") in Hong Kong under the Securities and Futures Ordinance (Cap 571) (the "SFO") to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities in Hong Kong.

A. 本公司(中央編號: BQS769)是根據《證券及期貨條例》(第 571 章)(以下稱為「證券期貨條例」)的規定，在香港獲證券及期貨事務監察委員會(以下稱為「證監會」)發牌的持牌法團，可進行第一類(證券交易)、第四類(就證券提供意見)及第九類(資產管理)受規管活動。

B. The Customer, whose details are particularised in Schedule 1 hereto, is desirous of appointing the Company as investment manager to provide discretionary investment management services, and the Company hereby agrees to accept appointment as investment manager with effect from the date of this Agreement (the "Commencement Date") subject to and on the terms and conditions hereinafter appearing until terminated in accordance with the relevant provisions set out in clause 11 hereof.

B. 客戶(其資料已於本協議附表 I 詳列)擬根據下文所載的條款及細則委任本公司為投資經理，以提供全權委託投資管理服務，由本協議簽署日開始生效(以下稱為「生效日期」)，直至按照本協議第 11 條條文所終止，而本公司特此同意根據上述條款及細則接受此委任。

NOW IT IS HEREBY AGREED AS FOLLOWS:

雙方協議如下：

1. AUTHORISATION AND RESPONSIBILITIES

1. 授權及責任

1.1 Subject to any general or specific over-riding directions agreed between the Company and the Customer, the Company shall have and may exercise the following specific powers and authority on behalf of the Customer:

1.1 在不抵觸本公司與客戶另行訂立的任何一般或特定首要指示的情況下，本公司可代表客戶擁有及行使以下指定的權力及授權：

- (a) On or after the Commencement Date, to invest any money and/or to convert any securities held by the Customer at the Company (the "Customer's Bank Account or Securities Account"), the details of which are particularized in Schedule 1 hereto, in any stocks, shares, private equity investments, bonds, notes, debentures, debenture stocks, loan stocks, unit trusts, options, warrants, coupons, bills of exchange, promissory notes, treasury bills, certificates of deposit, commercial paper or other certificates of indebtedness, financial instruments or any other securities or any other assets or currencies (the "Investments" or "Financial Products") in its absolute discretion.
- (b) Subject to the Investment Guidelines set out in Schedule 4 hereto (the "Investment Guidelines"), the Company shall invest, realise and carry out such Investments, make such changes to the Investments held at the Customer's Bank Account under this Agreement, without limitation, and do or omit to do such other act or thing which the Company shall consider desirable for achieving the investment objectives stated in Schedule 4 and the specific instructions of the Customer as the Company may in its absolute discretion consider to be necessary or appropriate (the "Services")

(a) 在生效日期或之後，以絕對酌情權投資本協議下客戶存放於本公司（「該客戶的銀行賬戶或證券賬戶」，其細節載於附件 1）的任何款項及／或轉換任何證券於任何股票、股份、股權投資、債券、票據、債權證、債權股證、借貸股票、單位信託、期權、權證、息票、匯票、承付票、國庫券、存款證、商業票據及其他負債證明書、金融票據或任何其他證券或任何其他資產或貨幣（以下稱為「投資項目」或「金融產品」）。

(b) 在不抵觸本協議附表 4 列出的投資指引（以下稱為「投資指引」）下，本公司不受任何限制而可投資、兌現及變動本協議下持有的投資專案，並以絕對酌情權作出或不作出被視為必須或適當的其他行動或事情，以達到附表 4 所載投資目標及客戶的特定指示（以下稱為「此服務」）。

1.2 The Customer acknowledges and agrees that the Company shall not, and that the Company is under no obligation to, seek the prior approval of the Customer to provide the Services and that the Company has full discretionary power of investment management in respect of the Investments

1.2 客戶確認及同意，本公司毋須及並無責任事先向客戶獲取批准以提供此服務，而本公司擁有全權委託投資權管理本協議下持有的投資專案。

held at the Customer's Bank Account under this Agreement.

- 1.3 Purchases and sales of the Investments shall be carried out subject to the law, regulations, customs, operating procedures, market practices and rules of any relevant stock exchange, clearance or depository system or market where they are to be executed. The Company is authorised to take such action as it, in its absolute discretion, deems necessary or appropriate to comply with any laws, rule, regulation, order, direction, guidelines, notice or request, whether or not having the force of law, of any competent authority, government agency, exchange or body requiring the Company to take or refrain from any action (including, without limitation, to disclose the identity and information relating to the Customer).
- 1.3 投資專案的買賣，須根據有關證券交易所、結算或存管系統或市場的法例、規例、慣例、營運程式、市場慣例及規則進行。本公司已獲授權以絕對酌情權採取被視作必須或適當的行動，以符合不論有否法律效力一概由主管當局、政府機關、交易所或團體所發出的任何法例、規則、規例、命令、指示、指引、通知或請求，以要求本公司採取或避免任何行動（包括但不限於披露客戶的身份及資料）。
- 1.4 The Customer undertakes and agrees to execute all authorisations, documents and other instruments of any nature whatsoever as the Company may request to facilitate the provision of the Services by the Company, and to ratify and confirm all and whatever acts the Company shall do or cause to be done in connection with this Agreement on behalf of the Customer.
- 1.4 客戶承諾及同意簽訂本公司為提供此服務而要求的任何性質的授權、檔及其他文書，並批准及確認本公司基於本協議而代表客戶作出或安排作出的所有及任何行動。
- 1.5 This Agreement sets out the terms and conditions upon which the Company will, on acceptance of applications from the Client, act as the Client's discretionary portfolio manager of financial services or products required. The Client confirms to enter this Agreement for _____ calendar year(s) "Lock-Up Period".
- 1.5 本協議規定的條款和條件被本公司接受，作為客戶的申請，以代表客戶作為金融服務或產品的全權投資組合經理。客戶確認簽訂本協議，“鎖定期”為_____日曆年。

2. INJECTIONS AND WITHDRAWALS FROM ACCOUNT

- 2.1 Where applicable, the Customer undertakes and agrees to ensure sufficient assets are held at the Customer's Bank Account and/or made available to the Company at all times during the term of this Agreement for settlement or closing of all transactions relating to the Investment managed or to be managed under this Agreement. In the case of any deficiency, the Customer shall within seven

2. 注入帳戶及從帳戶提取

- 2.1 如適用，客戶承諾及同意確保於本協議期限內任何時間客戶的銀行帳戶持有足夠的資產，藉以對所有與本協議下持有的投資專案有關的交易進行結算或決算。若有不敷之數，客戶須于本公司要求後七(7)工作天內將所需現金或資產繳存入本協議下的客戶銀行帳戶，以補足不敷之數。

working (7) days at request of the Company deposit cash or asset(s) to the Customer's Bank Account to make good such deficiency.

- 2.2 Subject to this clause 2, the Customer may determine not to authorize the Company to deal with the Customer's Bank Account during the term of this Agreement provided that one (1) month's prior notice is given to the Company before such de-authorisation is effected. The Customer acknowledges and agrees that the Company shall not be held liable for any cost, expenses or loss suffered, incurred or sustained as a result of the Company raising liquidity for the purpose of meeting a demand of the Customer for any withdrawal of authority under this Agreement.
- 2.3 Notwithstanding any provision of this Agreement, the Company is not obliged to provide the Services to the Customer unless and until the Customer have satisfied the condition in clause 2.1, which remains to be satisfied from time to time where applicable.
- 2.4 The Company is not obliged to make any payment on behalf of the Customer with respect to property in and to be received under this Agreement or with respect to other transactions relating to this Agreement if such payment will exceed the available funds held at the Customer's Bank Account that have been made available to the Company under this Agreement. If, in its absolute discretion, the Company does make such a payment, the Customer undertakes to fully reimburse the Company for such payment and any related costs, including interest accrued immediately upon demand by the Company.

2.2 在不抵觸此第 2 條條文的情況下，客戶可于本協議期限內決定不授權本公司處理客戶的銀行帳戶，但於本協議生效前須向本公司發出一(1)個月事前通知。客戶確認及同意，本公司毋須就本公司為滿足應付客戶于本協議下所提出提取要求而籌措流動資金所蒙受、產生或承受的任何費用、支出或損失而承擔任何責任。

2.3 儘管本協議有任何條文，本公司並無責任向客戶提供此服務直至客戶已符合及持續符合(如適用)第 2.1 條條文。

2.4 若就根據本協議下收取的財產或本協議下的其他交易而須作出的付款超逾客戶存放於客戶的銀行帳戶的可用款項，則本公司並無責任代表客戶支付有關款項。若本公司以絕對酌情權決定支付有關款項，客戶承諾應本公司要求，立即將有關款項及任何相關費用（包括累算利息）全額償付予本公司。

3. ANTI-MONEY LAUNDERING PRACTICES

3.1 The Customer hereby represents that all application moneys are not third party moneys and that this representation is deemed repeated every time the Customer effects payments to the Customer's Bank Account and/or made available to the Company at all times during the term of this Agreement for settlement or closing of all transactions relating to the Investment

3. 防止洗黑錢活動

3.1 客戶茲聲明所有申請款項並非第三者款項，而客戶每次存款於客戶的銀行賬戶及/或用作本協議指定的結算與本協議項下管理、或要管理的所有投資交易或關閉提供付款時，在任何時候均被視為重複作出此項聲明。

managed or to be managed under this Agreement.

- 3.2 The Customer hereby undertakes not to engage in any money laundering activities and that this undertaking is deemed repeated every time the Customer places instructions to the Company. Money laundering activities referred to in this paragraph may involve the following misconduct:
- (a) Drug-trafficking offences - include the manufacture, importation, sale, or distribution of controlled substances; the commission of acts constituting a continuing criminal enterprise and transportation of drug paraphernalia;
 - (b) Financial misconduct - includes the concealment of assets from a receiver, custodian, trustee, marshal, or other officer of the court, from creditors in a bankruptcy proceeding; the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding with the intent to defraud any bankruptcy law, the giving of false oaths or claims in relation to a bankruptcy proceeding; bribery; the giving of commissions or gifts for the procurement of loans; theft, embezzlement, or misapplication of bank funds or funds of other lending, credit, or insurance institutions; the making fraudulent bank or credit institution entries or loan or credit application; and mail, wire, or bank or bank postal robbery or theft; and
 - (c) Other activities associated with money laundering may include counterfeiting, espionage, kidnapping or hostage taking, copyright infringement, entry of goods by means of false statements, smuggling, removing goods from the custody of customs officials, illegally exporting arms, etc.
- 3.3 The Customer further acknowledges and accepts that all dealings will be subject to applicable laws and regulations, including without limitation, those relating to marketing timing and anti-money laundering, as well as the internal procedures of the Company and that the process of subscription and/or redemption instructions including payment and transfer of moneys may be delayed and/or declined due to requirements
- 3.2 客戶承諾不會從事任何洗黑錢活動，而客戶每次向本公司遞交指示時均被視為重複作出此項承諾。本條款所述之洗黑錢活動包括以下之不法行為：
- (a) 藥品銷售之犯罪 - 指製造、進口、銷售管制藥品，上開犯罪行為包括由持續性之犯罪集團所為及隨身攜帶毒品在內；
 - (b) 財務上之不法行為 - 指對收受者、保管人、受託人、或法院執行官隱匿資產、及在破產程式中對債權人隱匿資產；在破產程式中，蓄意違反破產法之規定，製造虛偽之移轉行為；在破產程式中作出虛假之宣誓或請求；行賄；在貸款程式中給予佣金或饋贈；竊盜，侵佔，或向銀行、其他借貸機構、保險機構申請不當借貸；向銀行或信用機構提出虛偽之貸款或信用申請；及郵寄、電匯或詐欺銀行或對銀行郵寄作業之搶奪及竊盜；及
 - (c) 其他與洗錢有關之犯罪行為，尚包括仿冒行為、間諜行為、綁架及擄走人質、侵著作權、或是藉由虛偽之聲明引進貨品、侵佔或移走海關人員保管下之貨物、非法出品武器等在內。
- 3.3 客戶並明白及接納一切買賣均須受制於適用之法例及規例（包括但不限於與選時交易及防止洗黑錢活動相關者），以及本公司之內部程式，而認購程式及/或贖回指示（包括款項的支付及過戶）或會因此等法例、規例之規定及/或程式而受到阻延及/或被拒絕受理。在此等情況下，本公司將可自行酌情決定及採取本公司視為適當或必需之進一步行動。若本公司在此等情況

of these laws regulations and /or procedures. In these circumstances, the Company shall be free to take such further action as it, in its discretion, may deem appropriate or necessary. The Company shall not be held accountable to the Customer or any other person if it delays execution or declines to execute instructions in these circumstances.

下延遲執行或拒絕執行指示，本公司將概不會對客戶或任何其他人士負責。

4. MANAGEMENT POLICY AND COMMISSIONS

4. 管理政策及佣金

4.1 In providing the Services the Company may deal with the Investments, where applicable, advise, supervise or direct the Investments as provided in, and, subject to such limitations in the Investment Guidelines and the Company is required to exercise only such care as the Company would employ in respect of its own business and as would reasonably be required in conducting a business of the same kind.

4.1 提供此服務時，本公司可處理有關投資專案，如適用，就投資專案提供意見，監督及管理，並根據投資指引的規定及規限下，處理投資專案，而本公司只須按照處理本身業務所沿用及進行同類業務時所需的合理謹慎程度處理有關投資專案。

4.2 The Customer acknowledges and agrees that the Company and its associates ("Associates") may, subject to any applicable disclosure and other regulatory requirements prescribed by the SFC, the Hong Kong Monetary Authority or any other relevant regulatory bodies and authorities from time to time, including the guidelines on cash commission rebates and "soft dollars" for discretionary accounts as set out in the Code of Conduct For Persons Licensed by or Registered with the SFC:

4.2 客戶確認及同意，在不抵觸證監會、香港金融管理局或任何其他有關監管團體及機構不時訂明的適用披露及其他監管規定，包括證監會《持牌人或註冊人操守準則》所列載與全權委託帳戶現金回佣及「非金錢利益」有關的指引的情況下，本公司及其連絡人士（以下稱為「連絡人」）：

- (a) accept goods and/or services (i.e. "soft dollars") from any broker in consideration of directing transaction business on behalf of the Customer to such broker;
- (b) accept and retain cash and/or money rebates, brokerages and/or commission in relation to transactions effected on behalf of the Customer, provided that the Company provides the Customer with periodic quantifications of the value of rebates received; and
- (c) obtain and keep without being liable under this Agreement, any commission payable by any third party or any affiliate of the Company in connection with the provision of the Services.

- (a) 可接受任何經紀的物品及／或服務（即「非金錢利益」），作為代表客戶將交易交由有關經紀執行的報酬；
- (b) 可就代表客戶進行的交易而接受及保留現金及／或金錢回佣、經紀費及／或佣金，但本公司須定期向客戶提供有關所收回佣的價值金額；及
- (c) 可就提供此服務而收取及留存任何協力廠商或本公司任何連絡人須付的任何佣金，而毋須於本協議下承擔任何責任。

- 4.3 The Customer acknowledges and agrees:
- (a) that the Company may have banking or other relationship with the custodian or with counterparties whose securities are purchased and sold for the Customer under this Agreement; and
 - (b) that other customers of the Company or its Associates may have a position in the Investments managed under this Agreement or purchased or sold under this Agreement and that; the Company or its Associates may be engaged in purchasing or selling such Investments for other clients and as such that the Company may deal in its absolute discretion with any of its Associates which in turn may be entitled to receive commissions.
- 4.4 If the Company solicits the sale of or recommends any Financial Products to the Customer, the Financial Products must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Company may ask you to sign and no statement the Company may ask the Customer to make derogates from this clause.
- 5. ADVICES, VALUATIONS AND STATEMENTS**
- 5.1 The Company shall furnish the Customer with the statements and reports containing information set out in Schedule 4.
- 4.3 客戶確認及同意：
- (a) 本公司與根據本協議代表客戶所購入及售出證券的保管人或交易對手可能會有銀行業務或其他關係；及
 - (b) 本公司或其連絡人的其他客戶可能持有根據本協議下持有、買入或出售投資項目的倉盤，而本公司或其連絡人亦可能代表其他客戶管理有關投資專案的買賣，因此本公司可以絕對酌情權決定與其任何連絡人進行交易，而有關連絡人則有權收取佣金。
- 4.4 假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司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。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。
- 5. 通知、估值及結單**
- 5.1 本公司須向客戶提供附表 4 所列出的結單或報告。

- 5.2 The Customer undertakes to examine all statements, reports, advices and/or other documents ("statement") supplied by the Company setting out transactions effected under this Agreement and agrees that, unless the Company receives objection of the Customer in writing to any of the matters contained in such statement within fourteen (14) days of the date of such statement, the Customer shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate.
- 5.2 客戶承諾查核本公司提供並列載根據本協議所進行交易的所有結單、報告、通知及／或其他文件（以下稱為「結單」），並同意除非本公司于有關結單日期的十四(14)天內收到客戶就有關結單所載的任何事項以書面提出異議，否則客戶可確切地被視作已接受該結單所載的一切事項均屬真實及準確。
- 5.3 Investments managed under this Agreement (including uninvested cash) shall be valued in the currency specified in Schedule 4. The Company reserves the right to apply such valuation methods in respect of the Investments as the Company deems appropriate in its absolute discretion.
- 5.3 本協議下管理的投資專案（包括尚未投資的現金），將以附表 4 列明的貨幣列值。本公司保留權利採用本公司以絕對酌情權視作合適的估值方法為投資專案估值。
- 6. FEES AND EXPENSES**
- 6. 費用及支出**
- 6.1 As remuneration for providing the Services, the Customer will pay the Company the fees and charges set out in Schedule 5. A certificate from the Company as to the fees and charges that are payable shall, save for manifest error, be final, binding and conclusive on the Customer.
- 6.1 客戶須依附表 5 列出的費用及收費支付本公司，作為提供此服務的酬金。本公司就須支付的費用及收費而發出的證明書，除非有明確錯誤，否則對客戶而言，應為最終、具約束力及決定性的。
- 6.2 The Customer will pay the Company from time to time upon demand all unpaid calls or other costs, costs, expenses, stamp duties, taxes, levies, collections or other imposts or similar liabilities ("Costs") levied or arising with respect to any of the Investments or other property managed under this Agreement including all goods and services, value-added or other taxes or duties to which this Agreement or the provision of Services may be subject.
- 6.2 客戶須不時應本公司要求就本協議下管理的任何投資專案或其他財產包括所有物品及服務而需支付被徵收或產生的所有未付催繳款項或其他成本、費用、支出、印花稅、稅項、征費、收款或其他徵稅或類同債務（以下稱為「費用」）或基於本協議或提供此服務而須付的增值或其他稅項或稅款付給本公司。
- 6.3 The Customer will fully reimburse the Company for all expenses connected with or arising under this Agreement including, but not limited to, costs of delivery of securities, , brokerage, commission, finders' fees, travelling and other related expenses and professional fees (including legal, accountancy and financial advisory fees), nominee charges, insurance charges, registration charges, fiscal, government charges, or any other charges incurred by the
- 6.3 客戶須將本協議有關或產生的一切支出，包括但不限於證券交收的費用、經紀費、佣金、介紹費、交通及其他相關支出及專業費用（包括法律、會計及財務顧問費）、代名費、保險費、登記註冊費、財政費、政府收費或本公司基於提供此服務及執行本協議所產生的任何其他收費）（以下稱為「支出」）全額償還給本公司。

Company in connection with providing the Services and enforcing this Agreement ("Expenses").

6.4 The Company is authorized to, without prior notice to the Customer, to withdraw a sum that is to set-off any Costs and/or Expenses referred to in clauses 7.2 and 7.3 against any of the Investments managed under this Agreement. In the event that there are insufficient Investments or funds held at the Customer's Bank Account and managed by the Company under this Agreement to pay such Costs and/or Expenses from time to time, the Customer shall transfer amounts required to cover such Costs and/or Expenses to the Customer's Bank Account or a designated account immediately upon notice of such deficiency issued by the Company to the Customer.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1 Neither the Company, any of its affiliates, the custodian nor any other person performing any function in relation to the Services guarantees the Customer any gain or profitability from participation in the Services and none of them or their officers, employees, representatives or agents (the "Representatives") shall be liable for any loss of or diminution in the value of any of the Investments managed under this Agreement, any lost opportunity or opportunity cost or any liability, cost, expense, loss, damage, tax or claim of any nature whatsoever (the "Loss") incurred or suffered by you as a result of us providing the Services and managing the Investments held at the Customer's Bank Account under this Agreement for the Customer (including, but not limited to, any interruption, suspension, delay, loss or other failure in transmission of the instructions or other information of the Customer, acting upon any Instruction or direction given by the Customer or purported to be given on behalf of the Customer, any act or omission of the custodian (whether negligent or otherwise), any market disruption or fluctuations or change of any applicable law) except to the extent that such Loss arises directly and solely from the gross negligence or wilful default of the Company, an affiliate of the

6.4 本公司獲授權可毋須事前通知客戶而向本協議下所管理的投資專案提取款項以抵銷第 7.2 及 7.3 條提述的任何費用及／或支出。若在本協議下客戶的銀行帳戶持有的投資專案或資金不敷支付不時產生的有關費用及／或支出，則于本公司向客戶發出不敷之數通知後，客戶須立即將所需的款額轉入客戶的銀行帳戶，藉以彌補有關費用及／或支出。

7. 責任的限度及彌償

7.1 本公司或其任何連絡人、保管人或執行服務有關職能的其他人士概不保證客戶因參與此服務而獲得任何得益或盈利，而本公司或有關連絡人、保管人或其他人士或其各自的高級人員、雇員、代表或代理人（以下稱為「代表」）概不就客戶因本公司提供此服務及代表客戶管理根據本協議下管理的投資專案（包括但不限於在傳送客戶指示或其他資料時出現的任何中斷、中止、延誤或其他故障，依據經由客戶或據稱代表客戶發出的指示或指令行事，保管人採取任何行動或遺漏（不論疏忽與否），任何市場中斷或波動或任何適用法例變更等）而引致本協議下在客戶的銀行帳戶持有的投資專案有所損失或減值、喪失機會或機會成本，或所產生或蒙受的任何性質的債務、費用、支出、損失、損害、稅項或申索（以下稱為「損失」）而承擔任何責任，但不適用於因本公司或本公司任何連絡人、保管人或其各自代表（按情況而定）的嚴重疏忽或故意錯失而直接及單獨產生的損失。

Company, the custodian or their respective Representatives (as the case may be).

- 7.2 The Customer agrees to indemnify and agrees to hold the Company, its affiliates and persons acting under or in connection with this Agreement and their respective Representatives indemnified and harmless from and against all Loss which may be incurred or suffered by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services. The indemnities and warranties given in this Agreement shall survive the termination of this Agreement.
- 7.2 客戶同意就本公司、其連絡人及根據或基於本協議行事的人士及其各自代表因提供此服務而產生的所有損失及基於提供此服務而由本公司、有關連絡人、人士及代表所提出或針對本公司、有關連絡人、人士及代表所提出的一切訴訟或法律程式而向本公司、有關連絡人、人士及代表作出彌償，並同意保持本公司、有關連絡人、人士及代表不受任何損害。本協議所載的彌償規定及保證，於本協議終止後仍屬有效。
- 7.3 If any of the Investments is made in breach of the Investment Guidelines the Company will, as soon as practicable after discovering the breach (and provided no event of force majeure has caused the breach or has arisen in the meantime which may affect the ability of the Company to perform its obligation under this clause 8.3) assume such of the Investments as at the date of purchase effected for the account of the Company so that in effect no breach will have occurred for the account of the Investments managed under this Agreement, which will be regarded as in the same position as if the transaction had not been made.
- 7.3 若本公司作出任何有違反投資指引的投資項目，本公司在切實可行範圍內發現此違反後（在無不可抗力事件發生而引致此違反或影響本公司去履行第 8.3 條條文的能力下），將儘快安排接收于當天為客戶購入的有關投資專案，使客戶在本協議下持有的投資專案維持在沒有蒙受任何違反下的原有的持倉量，猶如並無進行有關交易前一樣。
- 8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**
- 8. 陳述、保證及承諾**
- 8.1 The Customer represents and warrants that:
- 8.1 客戶作出陳述及保證如下：
- (a) the Customer has the legal capacity to enter into this Agreement and if the Customer is a corporation, all necessary corporate and other actions have been taken to authorise the Customer to enter into this Agreement and to perform the transactions contemplated in it and that the Customer is incorporated and validly existing under the laws of the place of incorporation and has full power and authority to own assets and to carry on business as it is now conducted;
- (a) 客戶具有訂立本協議的法律能力，且如客戶是法團，則已採取一切必要的法團及其他行動以批准客戶訂立本協議及履行本協議所擬定的交易，而客戶是根據其成立所在地的法律註冊成立及有效存在，並具有完全的權力及權威擁有資產及進行現時經營中的業務；
- (b) the Customer has full and unrestricted power to employ the Company to manage the Investments held at the Customer's Bank Account under this
- (b) 客戶具完全及不受限制的權力，可按照本協議的條款雇用本公司以全權委託方式管理本協議下在客戶的銀行帳戶持有的投資專案，而本協議構成合法、有效及對客戶具約

Agreement on a discretionary basis in accordance with the terms of this Agreement and this Agreement constitutes a legal, valid and binding obligation on the part of the Customer, is enforceable in accordance with the terms thereof and the obligations of the Customer do not contravene any legislation binding on the Customer;

- (c) the Customer is the absolute and beneficial owner of the Investments and have full capacity and authority to open and operate the relevant account for the Investments held at the Customer's Bank Account under this Agreement;
- (d) the information set out in Schedule 1 is true, complete and accurate and all other information required of the Customer for due diligence purpose will be provided to the Company as soon as practicable, in any event within one(1) month of the date of request;
- (e) no winding up or bankruptcy petition has been filed against the Customer under the laws of any jurisdiction, the Customer has not committed any act of bankruptcy and the Customer is able to pay debts as and when due; and
- (f) the Customer has read and understood the terms and conditions in this Agreement.

8.2 The Customer agrees to notify the Company immediately if there exists, or shall be created, any liens, charges or encumbrances over the Investments held at the Customer's Bank Account under this Agreement in favour of any other party and to notify the Company immediately if any order or warrant is issued or pending against the Customer and/or over the assets of the Customer.

9. INSTRUCTIONS AND DIRECTIONS

9.1 If the Customer consists of two (2) or more parties, all of the parties shall be bound by the act of any one or more of the parties named under this Agreement. The Company may, in accordance with the signing authority

束力的責任，並可按照本協議的條款執行，而客戶的責任並不違反任何對客戶具約束力的法例；

- (c) 客戶是投資專案的絕對及實益擁有人，並具完全權力及權威為本協議下在客戶的銀行帳戶持有的投資項目開立及運作有關帳戶；
- (d) 附表 1 所列出的客戶資料均屬真實、全部及準確，而客戶應盡可能于要求日期起計一(1)個月內向本公司提供資料以便作盡職審查；
- (e) 客戶並無被任何司法管轄區的法律提出任何清盤或破產呈請，亦無進行任何破產行為，並能如期支付到期債項；及
- (f) 客戶已閱讀及明白本協議的條款及細則。

8.2 若任何其他人士對本協議下客戶的銀行帳戶持有的投資專案有現有或將訂立的留置權、押記或產權負擔，客戶同意立即通知本公司。若客戶及／或其資產已收到或將收到任何命令或手令，客戶同意立即通知本公司。

9. 指示及指令

9.1 若客戶由兩(2)位或以上人士組成，各方均須受本協議下任何一方或多方的行為約束。本公司可按照附表 2 第 I 及第 II 部分列的客戶授權簽署人或授權代表的簽署許

of the Authorized Signatories or Authorised Representatives of the Customer as particularised in Part I and Part II of Schedule 2, deal with and receive instructions or directions in writing (the "Instructions") from the Customer or an Authorised Signatory or Authorised Representative of the Customer pursuant to the signing authority sent by mail or by facsimile. If Instructions are given by facsimile, the original document evidencing the Instructions must promptly follow the facsimile by mail to the address of the Company set out in Schedule 4. The following shall apply in relation to all Instructions:

- (a) The Instructions may not relate to the transfer of investments (including cash) to or in favour of a third party;
- (b) The Instructions shall be issued at the risk of the Customer; and
- (c) The Company is not obliged to send a written confirmation of any of the Instructions to the Customer prior to carrying out the transaction pursuant to the Instructions, but an advice regarding the transaction will be sent by the Company to the Customer as soon as practicable.

9.2 The Customer acknowledges and agrees that the Company may act upon the Instructions or directions of the Customer but the Company shall not be obliged to do so and the Company may in its absolute discretion decide not to do so.

9.3 If the Company shall rely or act on the Instructions of the Customer, or act on Instructions purportedly given by the Customer or on its behalf, the Company shall not in any way be liable to the Customer for so acting in good faith notwithstanding that it shall subsequently be proved that the same was not given by the Customer or on its behalf.

10. DELEGATION

The Company may, in its sole discretion, delegate to any person, all or any of the powers, authorities and discretions exercisable by the Company under this Agreement and without in any way affecting

可權處理及接受客戶或其授權簽署人或授權代表根據其簽署許可權以郵遞或傳真方式書面發出的指示或指令（以下稱為「指示」）。若以傳真方式發出指示，檔正本必須于發出傳真後從速郵寄往附表 4 所列出的本公司地址。以下各項應適用於所有指示：

- (a) 指示不得涉及轉讓投資項目（包括現金）予第三者或令第三者為受惠人；
- (b) 發出指示的風險須由客戶承擔；及
- (c) 本公司並無責任在根據指示進行交易之前簽發任何指示的確認書予客戶，但本公司將于切實可行時儘快將交易通知發給客戶。

9.2 客戶確認及同意，本公司可根據客戶的指示或指令行事，但本公司並無責任按此行事，而本公司可以絕對酌情權決定不按此行事。

9.3 若本公司依據或按客戶的指示行事，或按據稱由客戶或其代表發出的指示行事，則本公司概不因真誠按此行事而以任何方式向客戶承擔責任，即使其後證實有關指示並非由客戶或其代表所發出。

10. 委派

本公司可以完全酌情權決定將本公司在本協議下可行使的所有或任何權力、授權及酌情權委派予任何人士，在並不以任何方式影響前文所載的一般原則下，本公司可

the generality of the foregoing, the Company may appoint any person to be its attorney, agent, sub-delegate or sub-agent for such purposes and with such powers, authorities or discretion (not exceeding those vested in it) as it thinks fit and on such terms as it thinks fit (including, without limitation, power for the attorney or agent to sub-delegate any such powers, authorities or discretion); provided that and subject always to clauses 7 and 8 of this Agreement, the Company shall remain liable for the fees, acts and omissions of any attorney, agent, sub-delegate, sub-agent or other person (the "Delegate") appointed by the Company under this clause 11. A Delegate may include a person which is its Associate or an employee of such person provided that any fees payable to such person or employee shall not exceed the normal commercial fee for the performance of the relevant service.

按其認為合適之目的及條款委任任何人士為本公司的受權人、代理人、獲分委派人或分代理人，獲委任者具有本公司認為合適的權力、授權或酌情權（不得超越歸屬本公司者），包括（但不限於）受權人或代理人可再委派任何權力、授權及酌情權的權力；但在不抵觸本協議第 7 及 8 條的情況下，本公司仍須為其根據此第 11 條的規定所委任受權人、代理人、獲分委派人、分代理人或其他人士（以下稱為「獲委派人」）的費用、行為及遺漏而承擔責任。獲委派人可包括屬於其連絡人的人士或有關人士的雇員，但須付給有關人士或雇員的任何費用，將不得超逾執行有關服務所收取的正常商業收費。

11. TERMINATION

11. 終止

11.1 The Customer may terminate this Agreement by giving at least ten (10) working days' written notice to the Company prior to any anniversary of the commencement of this Agreement (the "Termination Date"). If less than ten (10) working days' written notice is given, the Company may extend the Termination Date to such date as if the full ten (10) working days' notice had been given. The Company may terminate this Agreement by giving at least ten (10) working days' written notice to the Customer.

11.1 客戶可于本協議生效日期的任何周年日（以下稱為「終止日期」）之前向本公司發出至少十(10)個工作天書面通知，以終止本協議。若發出不足十(10)個工作天月的書面通知，本公司可將終止日期推延至滿十(10)個工作天通知的日期。本公司可向客戶發出至少十(10)個工作天書面通知，以終止本協議。

11.2 The Company may terminate this Agreement by immediate notice if required to do so by any competent regulatory authority or where it becomes illegal for us to continue to manage the Investments held at the Customer's Bank Account under this Agreement or provide the Services.

11.2 若本公司回應有關監管當局要求終止本協議，或本公司繼續管理本協議下在客戶的銀行帳戶持有的投資專案或提供此服務將屬違法，則本公司可發出通知，立即終止本協議。

11.3 The Company may immediately terminate this Agreement if:

11.3 如有以下情況，本公司可立即終止本協議：

(a) the Customer breaches any obligation under this Agreement (including without limitation defaulting in payment of any sum) and has failed to make good such breach within ten (10) days of receipt of notice from the

(a) 客戶違反本協議所載的任何責任（包括但不限於不繳付任何款項），並於收到本公司要求彌補有關違約的通知後十(10)天內未有彌

- other party requiring it so to do;
- (b) the Customer is unable to pay its debts as they fall due or otherwise becomes insolvent, stops payment generally, enters into an arrangement or assignment for the benefit of, or commences negotiations with its creditors, (except as part of or pursuant to a scheme of reconstruction or amalgamation with the prior consent in writing of the other party), goes bankrupt or is wound up or an order or petition for such is presented, goes into liquidation whether compulsory or voluntarily or if a receiver and/or manager is appointed over any of the other party's undertaking, property or assets; or
- (c) if any representation and warranty of the Customer in this Agreement or in connection with this Agreement proves to be untrue or incorrect when made and such default is not rectified for a period of seven (7) days after written notice of such default is given to that other party.

11.4 Termination shall not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination including any of our rights against the Customer which accrued on and before the Termination Date and will be without penalty or other additional payment save that the Customer shall pay fees in accordance with Schedule 5, any additional expenses necessarily incurred by the Company in terminating this Agreement, or enforcing its provision and losses or damages realised in setting or concluding outstanding obligations whether they occur before or after the Termination Date.

11.5 If no notice of termination is received by the Company prior to any anniversary of the date of this Agreement, this Agreement shall continue in force and the Company will continue to manage the Investments held at the Customer's Bank Account under this Agreement subject to the existing Investment Guidelines.

11.6 The Customer agrees that upon termination of this Agreement:

補有關違約；

- (b) 客戶未能支付到期債項，或資不抵債、整體地停止付款、與債權人訂立安排或轉讓或與債權人展開談判（除非在事前獲得他方書面同意後作為重組或並購計畫的一部分或根據有關重組或並購計畫進行者例外），破產或清盤，或呈交有關破產或清盤的命令申請或呈請書，進行清算（不論強制或自願），或對他方的業務、財產或資產委任接管人及／或財產接收管理人；或
- (c) 客戶在本協議或與本協議有關所作的任何陳述及保證證實為作出時已屬失實及不確，並在向他方發出違約書面通知後七(7)天期內未有矯正有關違約。

11.4 在任何情況下，終止協議並不影響任何既有權利、現存承擔或擬於終止後仍屬有效的任何合約條文，（包括本公司針對客戶享有並於終止日期或之前產生的任何權利），若客戶按照附表 5 的規定支付費用，則客戶毋須支付任何罰款或其他額外款項，但不適用於本公司於終止本協議，或執行其條文及解決或了結尚未履行的責任，不論在終止日期或之前產生者所出現的損失或損害，而必須產生的額外支出例外。

11.5 若本公司於本協議日期的任何周年日之前並未收到任何終止通知，則本協議將繼續有效，而本公司將會根據現有投資指引的規定繼續管理本協議下在客戶的銀行帳戶持有的投資項目。

11.6 客戶同意，在本協議終止後：

- (a) the Company and its Delegates may arrange for the settlement or closing of any transactions and commitments in respect of transactions outstanding as at the Termination Date and the Customer shall ensure that sufficient assets for such purposes are made available to the company; and
- (b) the Customer shall give the Company written instructions as to how the Investments are to be transferred or credited to the Customer or its account with any financial institution or otherwise dealt with by prior appointment and make arrangement with the Company to collect all correspondence addressed to the Customer and in relation to the Investments managed under this Agreement prior to termination.

- (a) 本公司及其獲轉授人可安排結清或決算與截至終止日期仍未執行的交易有關的任何交易及承擔，而客戶須確保向本公司提供足夠的資產作為有關用途；及
- (b) 客戶須向本公司發出書面指示，以指示如何將投資專案轉予客戶或存入客戶名下于任何金融機構開立的客戶帳戶，或以預約方式與本公司訂立安排，以收取所有發給客戶及在本協議終止前所管理的投資項目有關的通信。

12. FORCE MAJEURE

In the event of any failure, interruption or delay in the performance of the Company's obligations resulting from acts, events or circumstances not reasonably within its control, including, but not limited to, pandemic, epidemic, social movement, protest, riots, war, strike, terrorist action, lockout, flood, fire, typhoon, earthquake, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, the Company shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Customer or the Investments held at the Customer's Bank Account and managed by the Company under this Agreement.

13. CONFIDENTIALITY

Except as permitted by this Agreement, the parties shall at all times keep confidential the terms of this Agreement and all information relating to it and shall not disclose the same to any person not authorised in writing by the other party, unless required by law, rule, regulation or the order of any Court or by any relevant authority. Notwithstanding anything

12. 不可抗力

若本公司因其合理控制範圍以外的行動、事件或情況（包括（但不限於）瘟疫、流行病、社會運動、示威、暴動、戰爭、罷工、恐怖行動、鎖廠、水浸、火災、颱風、地震、勞資糾紛，任何政府、超國家機構或機關的法案或規例及電訊或電腦服務或系統損壞、故障或失靈等）而未能、中斷或延遲履行本公司的責任，則本公司毋須就客戶或本協議下在客戶的銀行帳戶持有的及本公司管理之投資項目因而產生或蒙受的任何損失或損害而承擔或負上任何類別的責任。

13. 保密

除獲本協議准許，各方於任何時間均須將本協議的條款及與本協議有關的一切資料保密，並不得向任何未獲他方書面許可的人士披露有關條款或資料，除非法律、規則、規例或經法院或有關當局所作出命令要求披露，則作別論。儘管本條載有任何規定，本公司仍可基於方便於本協議下所

contained in this clause, the Company may disclose information to any Delegate or affiliate for the purpose of facilitating the Services contemplated under this Agreement or in order for the Company to comply with any statutory or governmental or competent authorities' requirement to provide information concerning this Agreement to which we may be subject from time to time or to our professional advisers where reasonably necessary for the performance of their professional services or to enforce our rights and remedies under this Agreement.

擬定的服務或本公司為遵行任何法定、政府或有關當局發出而本公司須不時遵行並要求提供本協議有關資料的要求而向任何獲委派人或連絡人披露資料，或提供合理需要的披露予本公司專業顧問履行其專業服務或執行本協議所賦予本公司權利及補償。

14. NOTICES

Any notices, communications, directions, reports, Investment Guidelines, Instructions, request or demand required to be served by any party on the other under this Agreement shall be in writing and shall be deemed to have been sufficiently served:

- (a) if given by way of a letter addressed to the party to be served at its correspondence address set out in Schedule 1 or Schedule 4 and it shall be deemed to have been received at the time when such letter would in the ordinary course of post be delivered;
- (b) if dispatched by hand to the party to be served at its correspondence address set out in Schedule 1 or Schedule 4 and it shall be deemed to have been received at the time when such letter was delivered; and
- (c) if given by facsimile transmission to the party to be served at its facsimile number set out in Schedule 1 or Schedule 4, it shall be deemed to have been received upon the completion of transmission and confirmed by an activity report indicating that the correct number of pages were sent and recording that the transmission has been successfully transmitted. The original of each notice, communication, direction, report, Investment Guideline, Instruction, request or demand must promptly follow the facsimile by post or by hand to the recipient's address set out in Schedule 1 or Schedule 4.

14. 通知

本協議規定任何一方須送達他方的任何通知、通訊、指令、報告、投資指引、指示、請求或要求，須以書面方式作出，並於下文所列之時限內被視作已送達：

- (a) 如以致收件方的函件方式發出，並郵寄往附表 1 或附表 4 所列出的收件方的通訊位址，將於一般郵遞過程中郵件寄達之時視為收到有關函件；
- (b) 如以專人派遞方式發送至附表 1 或附表 4 所列出的收件方通訊位址，將於送交有關函件之時視為收到有關函件；及
- (c) 如以傳真傳送方式發送至附表 1 或附表 4 所列出的收件方傳真號碼，將於傳送完成，並經顯示正確傳送頁數及記錄傳真成功傳送的活動報告確認時視為收到處理。每份通知、通訊、指令、報告、投資指引、指示、請求或要求必須在傳真傳送後隨即以郵遞或專人派遞方式送交附表 1 或附表 4 所列出的收件人位址。

15. Consent under the Hong Kong Investor

15. 客戶同意香港投資者識別碼制度

Identification Regime (“HKIDR”)

- 15.1 Customer acknowledges and agrees that the Company may collect, store, process, use, disclose and transfer personal data relating to the Customer (including the CID and BCAN(s) of the Customer) as required for the Company to provide services to the Customer in relation to securities listed or traded on the Stock Exchange of Hong Kong (“SEHK”) and for complying with the rules and requirements of SEHK and the SFC in effect from time to time. Without limiting the foregoing, this includes:
- (a) disclosing and transferring the Customer’s personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
 - (b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
 - (c) allowing the SFC to: (i) collect, store, process and use the Customer’s personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
- 15.2 The Customer also agrees that despite any subsequent purported withdrawal of consent by the Customer, the Customer’s personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent. Failure to provide the Company with the Customer’s personal data or consent as described above may mean that the Company will not, or will no longer be able to, as the case may be, carry out
- 15.1 客戶明白並同意，本公司為了向客戶提供與在香港聯合交易所（「聯交所」）上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證監會的規則和規定，本公司可收集、儲存、處理、使用、披露及轉移與客戶有關的個人資料（包括客戶的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括：
- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移客戶的個人資料（包括客戶識別信息及券商客戶編碼）；
 - (b) 允許聯交所：(i) 收集、儲存、處理及使用客戶的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii) 向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii) 為監察市場目的而使用有關資料進行分析；及
 - (c) 允許證監會：(i) 收集、儲存、處理及使用客戶的個人資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii) 根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。
- 15.2 客戶亦同意，即使客戶其後宣稱撤回同意，本公司在客戶宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移客戶的個人資料以作上述用途。客戶如未能向本公司提供個人資料或上述同意，可能意味著本公司不會或不能夠再（視情況而定）執行客戶的交易指示或向客戶提供證券相關服務，惟出售、轉出或提取客戶現有的證券持倉（如有）除外。

the Customer's trading instructions or provide the Customer with securities related services (other than to sell, transfer out or withdraw the Customer's existing holdings of securities, if any).

Note: The terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission."

備註：本條文所述的「券商客戶編碼」及「客戶識別信息」具有《證券及期貨事務監察委員會持牌人或註冊人操守準則》第 5.6 段所界定的含義。

16. MISCELLANEOUS

16.1 Where there are more than a single individual named as the Customer, the obligations and liabilities of such individuals under this Agreement shall be joint and several, and the beneficial ownership of the Investments held under this Agreement shall be joint property subject to survivorship.

16.2 In the event of the death of any of the individuals named as the Customer, title to the Investments held at the Customer's Bank Account under this Agreement shall vest in the surviving individuals.

16.3 This Agreement shall be binding upon the successors in title, assigns, heirs and estates as the case may be of the parties and neither party may assign its rights, benefits and interests under this Agreement without the prior written consent of the other party.

16.4 Any term of this Agreement which is or becomes prohibited or unenforceable for any reason in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and such prohibition or unenforceability shall not invalidate the remaining provisions of the Agreement or affect the validity or enforceability of the remaining provisions.

16.5 No exercise or failure to exercise on the part of any party or delay in exercising, any right power or remedy vested in any party under or pursuant to this Agreement shall constitute a waiver by that party of that or any other right power or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. 雜項

16.1 若有多於單一人士列為客戶，本協議所載有關人士的義務及責任，應屬共同及各別義務及責任，而根據本協議所持有的投資專案的實益擁有權，應屬受限於尚存者取得權的共同財產。

16.2 若列為客戶的任何人士去世，根據本協議客戶銀行帳戶持有的投資專案的所有權，應歸屬尚存人士所有。

16.3 本協議對各方的各自所有權繼承人、承讓人、繼承人及遺產按適用情況而定均具約束力，而任何一方均不可未獲他方事前書面同意而轉讓本協議所載該方的權利、利益及權益。

16.4 若本協議的任何條款基於任何原因在任何司法管轄區屬於或成為受禁或不可強制執行，則有關條款須於該司法管轄區內按有關禁止或不可強制執行情況而失效，而有關禁止或不可強制執行情況並不致使本協議的其餘條文失效，亦不影響其餘條文的有效性或可強制執行性。

16.5 若任何一方行使或不行使或延遲行使按照或根據本協議歸屬該方的任何權利、權力或補償，並不構成該方放棄有關或任何其他權利、權力或補償。任何單項或局部行使任何權利或補償，並不禁止另行或進一步行使有關權利或補償，或行使任何其他權利或補償。本協議規定的權利及補償均可累積，並不豁除法律規定的任何權利或補償。

- 16.6 In the event that there is any inconsistency between the English version and the Chinese version of the Agreement, the English version shall prevail.
- 16.7 Time is of the essence in this Agreement.
- 16.8 This Agreement may be executed in any number of counterparts, all of which taken together and when delivered to the Company shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by executing any such counterpart.
- 16.9 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"), and the parties irrevocably and unconditionally submit to the jurisdiction of the courts of Hong Kong and waive any objections on the ground of venue or forum non conveniens or any similar grounds.
- 16.10 The Customer shall provide the Company with such documentation and information as the Company may require at the time that this Agreement is executed.
- 16.6 如本協議的英文版本與中文版本存在任何歧義，則以英文版本為準。
- 16.7 在本協議中，時間至關重要。
- 16.8 本協議可簽訂任何數目的複本，所有複本一併送交本公司後，將構成一份同一文書，而任何一方可藉簽訂任何有關複本方式簽訂本協議。
- 16.9 本協議受香港特別行政區（以下稱為「香港」）法律管轄，並按照香港法律詮釋，而各方不可撤銷地無條件願受香港法院的司法管轄權管轄，並放棄以審判地點或訴訟地不便或任何同類理由為由提出異議。
- 16.10 客戶須向本公司提供本公司於簽訂本協議時所要求的的檔及資料。

17. NOTIFICATION OF CHANGES

Both parties undertake to notify the other any material change to the information provided in this Agreement within seven (7) days of such change including, without limitation, any change to the personal information (as set out at the Schedule 1) or corporate information (including change in directorship, shareholding, beneficial interests, registered office, business registration address and/or its constitution).

17. 變更通知

雙方作出承諾，如任何一方在本協議提供的資料有任何重大變更，將于變更起計七(7)天內通知他方，有關個人信息變更（如附表 1 所示）或公司信息變更（包括董事變更、股權變更、實益權益變更、變更註冊辦事處、商業註冊地址及/或其立憲檔變更）。

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year first above written.

為昭信守，各方於文首日期簽訂本協議為證。

SIGNED by for and on behalf of)

由簽署為及代表)

Qogir (Hong Kong) Limited)

喬格理(香港)有限公司)

SIGNED by client)

由客戶簽署)

SIGNED by witness of client)

由下述人士見證客戶簽署)

INVESTMENT GUIDELINES

投資指引

(subject to annual review)

(將會每年檢討)

Name of Customer:

客戶姓名：

Name of Portfolio Manager:

投資經理姓名：

Investment Objective:

投資目標：

Investment Services:

投資服務：

Deposit

存款

Trading in Equities (including Initial Public Offers) & Funds

股票（包括首次公開招股）及基金買賣

Trading in Fixed Income Instruments

定息票據買賣

Trading in Derivatives (including long and short trading and trading by margin financing, currency and interest rate swaps)

衍生產品（包括長短倉買賣及保證金融資、貨幣及利率掉期）買賣

Trading in Foreign Exchange contracts

外匯合約買賣

Private Equity Investments

股權投資

Others (Please specify: _____)

其他（請列明：_____）

Time Horizon:

期限：

[

] years

年

Base Currency:

基本貨幣：

USD

美元

HKD

港元

Risk Level:

風險水準：

High

高

Medium

中

Low

低

Asset Allocation of Portfolio

投資組合的資產分配

<p>Asset Class 資產類別</p>	<p>Maximum Exposure 投資上限 (% of Portfolio) (占投資組合的%)</p>	<p>Minimum Exposure 投資下限 (% of Portfolio) (占投資組合的%)</p>
<p><u>Equities</u> 股票</p> <p>including but not limited to stocks, shares, options, warrants, index futures (for hedging purposes) 包括（但不限於）股票、股份、期權、權證、指數期貨（作對沖用途）</p>		
<p><u>Fixed Income</u> 定息產品</p> <p>including but not limited to bonds, notes, debentures, loan stock, convertible bonds and treasury bills 包括（但不限於）債券、票據、債權證、借貸股票、可換股債券及國庫券</p>		
<p><u>Cash</u> 現金</p> <p>including but not limited to deposits with financial institution, money market, and fixed income instruments 包括（但不限於）存于金融機構及貨幣市場的存款，以及定息票據</p>		
<p><u>Structured Products</u> 結構性產品</p> <p>dual currency investment, equity-linked note, FX-linked note, commodity-linked note, interest-linked note, etc. 雙貨幣投資，股票掛鉤票據，外匯掛鉤票據，商品掛鉤票據，利息掛鉤票據等</p>		
<p><u>Private Equity Investments</u> 股權投資</p>		
<p><u>Others</u> 其他</p>		

Investment Restrictions:
投資限制：

- Borrowing / Leverage not allowed
不准借款／杠杆借貸
- Unlisted shares (except private placement relating to an initial public offer) not allowed
不准投資於非上市股份（首次公開招股有關的私人配售除外）
- Investment in the [] market not allowed
不准投資於 [] 市場
- Investment in the [] sector not allowed
不准投資於 [] 行業
- Investment in real property not allowed
不准投資於房地產
- Investment in debt instruments of rating at non-investment grade not allowed
不准投資於評級屬非投資級的債務票據
- Investment in structured product not allowed
不准投資於結構產品

Other Investment Parameters:
其他投資參數：

- _____
- _____
- _____

Reporting:
報告：

Monthly reports may include a month-end valuation report, a report on the portfolio performance and balances (both cost and market value), transaction listing of purchases/sales of securities and gain (or loss) on sale of securities.

每月報告包括月終估值報告、投資組合表現及結餘（成本及市值）報告、證券買／賣交易清單及證券出售收益（或虧損）。

Additional reports may be requested from time to time and meetings may be convened with the consensus of both parties to review the portfolio performance and investment strategies with the account manager.

可不時索取附加報告，經雙方同意後，亦可召開會議與客戶經理檢討投資組合表現及投資策略。

FEES 費用

1. Management Fee 管理費

- a) This is accrued at the end of each calendar month and will be payable at the end of each calendar quarter*. This is dependent on the Net Asset Value (“NAV”) of the Investments managed by the Company under this Agreement.
將於每曆月終結時累算，並於每個曆季* 終結時繳付。管理費將根據本協議所管理的投資專案的資產淨值（「資產淨值」）而定。
- b) Fee to be charged:
將會收取的費用：
- (i) In the event the monies are invested in any unit trusts managed by the Company, the Management Fee shall be as set out in the Explanatory Memorandum of the relevant unit trust.
若有關款項是投資於本公司管理的任何單位信託，管理費將按有關單位信託的注釋備忘錄所列收取。
- (ii) In all other cases, the Management Fee will be charged at the agreed fee rate on the NAV of the Investments managed by the Company under this Agreement on first business day of the relevant next calendar month.
如屬其他情況，管理費將以議定費用率，按有關下曆月的第一個營業日根據本協議所管理投資專案的資產淨值計收取管理費。
- c) Under this Agreement, the Management Fee Rate = _____% p.a. Waive the fee after year 3.
根據本協議，管理費用率 = _____%（年率），第四年或之後豁免管理費。
- d) Management Fee is payable to the Company irrespective of the return on the Investments managed by the Company under this Agreement.
不論根據本協議所管理的投資專案的回報如何，均須繳付管理費給本公司。

2. Performance Fee (Excluding investment in unit trusts managed by the Company) 表現費（不適用於投資在本公司所管理的單位信託）

- a) This is payable at the end of each calendar quarter*/semi-annual / annual / one time in which the Services are provided under this Agreement.
於每個有根據本協議提供此服務的曆季*/半年/年/ 一次性 終結時繳付。
- b) Fee to be charged = Performance Fee Rate x (Profit in excess of Target Asset Value /High Watermark)
將會收取的費用 = 表現費率 x（超出目標資產價值/高水位之額外盈利）
- c) In the case of this Account, the Performance Fee Rate = _____% p.a.
就此帳戶而言，表現費率 = _____%（年率）
- d) The Performance Fee is payable only if the return on the Investments comprising the Account exceeds the Hurdle Rate or the benchmark as indicated above.
只有在帳戶的投資專案回報超出預設回報率時，才須繳付。

3. Fees upon Termination (If any)
本協議終止時的費用 (如適用)

The Management Fee will be pro-rated by the number of days that this agreement was in force and the Services were provided in the final terminating calendar month divided by thirty;
管理費將按比例以本協議仍屬有效並有提供此服務的最後終止曆月的天數除以 30 計算;

4. Fees upon Initial Subscription (If any)
本協議認購產品的初始費用 (如適用)

In the case of this Account, the Subscription Fee Rate = _____% p.a.
就此帳戶而言，認購費率= _____% (年率)

Name of Customer
客戶姓名

Signature of Customer & Date
客戶簽署及日期

* "calendar quarter" means March, June, September and December of each year.
「曆季」指〔每年的三月、六月、九月及十二月〕。

NOTE: For the purpose of calculating the fee payable under this Schedule, if any available calendar month is not a complete calendar month, the fee payable will be pro-rated by the number of days that the agreement was in force and the services were provided.

注：為計算本附表規定須付的費用，如任何現有曆月並非完整曆月，須付的費用則按比例以本協議仍屬有效並有提供此服務的天數計算。

SAMPLE OF INVESTMENT PORTFOLIO

投資組合樣本

Asset Allocation of Portfolio – Conservative Risk Tolerance Level

投資組合的資產分配 – 保守型風險承受水平

Asset Class 資產類別	Maximum Exposure 投資上限 (% of Portfolio) (占投資組合的%)	Minimum Exposure 投資下限 (% of Portfolio) (占投資組合的%)
<u>Equities</u> 股票 including but not limited to stocks, shares, options, warrants, index futures (for hedging purposes) 包括（但不限於）股票、股份、期權、權證、指數期貨（作對沖用途）	30%	0%
<u>Fixed Income</u> 定息產品 including but not limited to bonds, notes, debentures, loan stock, convertible bonds and treasury bills 包括（但不限於）債券、票據、債權證、借貸股票、可換股債券及國庫券	30%	0%
<u>Cash</u> 現金 including but not limited to deposits with financial institution, money market, and fixed income instruments 包括（但不限於）存于金融機構及貨幣市場的存款，以及定息票據	80%	0%
<u>Structured Products</u> 結構性產品 dual currency investment, equity-linked note, FX-linked note, commodity-linked note, interest-linked note, etc. 雙貨幣投資，股票掛鉤票據，外匯掛鉤票據，商品掛鉤票據，利息掛鉤票據等	30%	0%
<u>Private Equity Investment</u> 股權投資	30%	0%
<u>Others</u> 其他		

Asset Allocation of Portfolio – Moderate Risk Tolerance Level

投資組合的資產分配 – 穩健型風險承受水平

Asset Class 資產類別	Maximum Exposure 投資上限 (% of Portfolio) (占投資組合的%)	Minimum Exposure 投資下限 (% of Portfolio) (占投資組合的%)
<u>Equities</u> 股票 including but not limited to stocks, shares, options, warrants, index futures (for hedging purposes) 包括（但不限於）股票、股份、期權、權證、指數期貨（作對沖用途）	50%	0%
<u>Fixed Income</u> 定息產品 including but not limited to bonds, notes, debentures, loan stock, convertible bonds and treasury bills 包括（但不限於）債券、票據、債權證、借貸股票、可換股債券及國庫券	50%	0%
<u>Cash</u> 現金 including but not limited to deposits with financial institution, money market, and fixed income instruments 包括（但不限於）存于金融機構及貨幣市場的存款，以及定息票據	50%	0%
<u>Structured Products</u> 結構性產品 dual currency investment, equity-linked note, FX-linked note, commodity-linked note, interest-linked note, etc. 雙貨幣投資，股票掛鉤票據，外匯掛鉤票據，商品掛鉤票據，利息掛鉤票據等	50%	0%
<u>Private Equity Investment</u> 股權投資	50%	0%
<u>Others</u> 其他		

Asset Allocation of Portfolio – Aggressive Risk Tolerance Level
投資組合的資產分配 – 進取型風險承受水平

<p style="text-align: center;">Asset Class 資產類別</p>	<p style="text-align: center;">Maximum Exposure 投資上限 (% of Portfolio) (占投資組合的%)</p>	<p style="text-align: center;">Minimum Exposure 投資下限 (% of Portfolio) (占投資組合的%)</p>
<p><u>Equities</u> 股票</p> <p>including but not limited to stocks, shares, options, warrants, index futures (for hedging purposes) 包括（但不限於）股票、股份、期權、權證、指數期貨（作對沖用途）</p>	<p>100%</p>	<p>0%</p>
<p><u>Fixed Income</u> 定息產品</p> <p>including but not limited to bonds, notes, debentures, loan stock, convertible bonds and treasury bills 包括（但不限於）債券、票據、債權證、借貸股票、可換股債券及國庫券</p>	<p>100%</p>	<p>0%</p>
<p><u>Cash</u> 現金</p> <p>including but not limited to deposits with financial institution, money market, and fixed income instruments 包括（但不限於）存于金融機構及貨幣市場的存款，以及定息票據</p>	<p>50%</p>	<p>0%</p>
<p><u>Structured Products</u> 結構性產品</p> <p>dual currency investment, equity-linked note, FX-linked note, commodity-linked note, interest-linked note, etc. 雙貨幣投資，股票掛鉤票據，外匯掛鉤票據，商品掛鉤票據，利息掛鉤票據等</p>	<p>100%</p>	<p>0%</p>
<p><u>Private Equity Investment</u> 股權投資</p>	<p>100%</p>	<p>0%</p>
<p><u>Others</u> 其他</p>		