



信誠證券有限公司

Prudential Brokerage Ltd

股票期權客戶協議書
Stock Options Client Agreement

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以下條款附加入本協議並即時生效：

假如 信誠證券有限公司 及/或 信誠期貨有限公司（「本公司」）向閣下（「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。

The following clause supplements this Agreement with immediate effect:

If Prudential Brokerage Limited and/or Prudential Index Trading Company Limited (“the Company”) solicit the sale of or recommend any financial product to you (“the Client”), the financial product must be reasonably suitable for 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 the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

STOCK OPTIONS CLIENT AGREEMENT

THIS AGREEMENT is made on _____.

BETWEEN PRUDENTIAL BROKERAGE LIMITED (hereinafter referred to as the "PRU") an Options Trading Member ("the OTM") of the Stock Exchange of Hong Kong Limited ("the Exchange") whose registered office is located at 9/F., World Wide House, 19 Des Voeux Road, C., Central, Hong Kong; and _____ ("the Client").

WHEREAS

- (1) Before an Options Trading Member of the Exchange may accept instructions from any person in relation to the transaction of any Exchange Traded Options Business, the OTM is required by the options trading rules of the Exchange, as from time to time in effect ("the Options Trading Rules") to enter into an Options Client Agreement with that person containing certain terms prescribed by the Exchange;
- (2) The Client wishes to give instructions to the OTM in relation to the transaction of Exchange Traded Options Business; and
- (3) The OTM agrees that he will open and maintain an options client account and accept instructions from the Client in relation to the Exchange Traded Options Business subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows

1. In this Agreement, words and expressions defined in the Options Trading Rules and Clearing Rules have the same meanings.
2. All Exchange Traded Options Business shall be subject to and, in relation to such business, the Client and OTM shall be bound by the relevant provisions of the constitution, the Exchange Rules, the Options Trading Rules, the Clearing Rules, regulations, by-laws, customs and usages of the Exchange, the Hong Kong Securities Clearing Company Limited ("HKSCC") and The SEHK Options Clearing House Limited ("SECHK") and of the laws of Hong Kong.
3. The Client consents to the creation, exercise, settlement, and discharge of Client Contracts as contemplated by the Options Trading Rules and the Clearing Rules and agrees to be bound by the terms and conditions as laid out in the Standard Contract of all Client Contracts to which he is party.
4. All Exchange Traded Options Business is subject to a Transaction Levy. The OTM is authorized to collect any such levy in accordance with the Options Trading Rules.
5. In the event that the OTM commits a default as defined in the Securities Ordinance and the Client thereby suffers a pecuniary loss, the Client understands that the right to claim under the Compensation Fund established under the Securities Ordinance will be restricted to the extent provided for therein.
6. The OTM may place limits on the positions that may be held or exercised by the Client. In addition, the Client understands that subject to the Options Trading Rules and Clearing Rules, the OTM may be required to close or give-up Client Contracts as will result in the OTM complying with position limits prescribed by the Exchange, or where the OTM is in default, the default procedures of the Exchange, and that the result of such could be the closing or give-up of one or more Client Contracts to which the Client is party.
7. Premium is payable in respect of an Options Contract. The Premium to be charged shall be settled in cash. The Client agrees to pay such Premium to the OTM within the time period required by the OTM and notified to the Client. Where the OTM purchases, sells, or exercises an Options Contract in accordance with the instructions of the Client, the Client shall pay commission as agreed with the OTM. The OTM shall provide the Client with prior notice of any other fees or charges applicable to the Client's options account.
8. The Client agrees to pay margin to the OTM in relation to Exchange Traded Options Business as required by the Options Trading Rules and in such additional amounts and at such times as may be required by the OTM and notified to the Client.
9. Delivery obligations shall arise when a Client Contract is validly exercised. The Client shall perform such delivery obligations in accordance with this Agreement and the Standard Contract and in a manner consistent with the performance of the OTM's corresponding delivery obligations under the Options Trading Rules.
10. The Client undertakes to indemnify the OTM and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder including, any costs reasonably and necessarily incurred by the OTM in collecting any debts due to the OTM or in connection with the closure of the options account.

股票期權客戶協議書

本協議書由信誠證券有限公司(「信誠證券」)香港聯合交易所有限公司(「聯交所」)的期權交易會員(下稱「期權交易會員」)，其註冊辦事處設於香港中環德輔道中 19 號環球大廈 9 樓及 _____ (下稱「客戶」)於(日期) _____ 共同訂立。

鑒於：

- (1) 在聯交所的期權交易會員接受客戶有關任何在交易所交易的期權業務的指示之前，根據期權交易規則的規定，期權交易會員須與該客戶訂立載有聯交所制訂的若干條款的期權客戶協議書；
- (2) 客戶希望就在交易所交易的期權業務給予期權交易會員指示；及
- (3) 期權交易會員同意設立及維持期權客戶賬戶，並根據本協議書的條款及條件接受有關在交易所交易的期權業務的客戶指示。

雙方現訂立條款如下：

1. 任何詞語及措辭，如在期權交易規則及結算規則內已有所界定，在本協議書內具有相同的意義。
2. 所有在交易所交易的期權業務，均受聯交所、香港中央結算有限公司(「中央結算公司」)及香港聯合交易所期權結算有限公司(「聯交所期權結算所」)的章程、交易所規則、期權交易規則、結算規則、規例、附例、習慣及慣例以及香港法例中的有關係文所規限。
3. 客戶同意須按照期權交易規則及結算規則而訂定、執行，履行及解除客戶合約，並同意受其所簽訂的所有客戶合約的標準合約內的條款及條件約束。
4. 所有在交易所交易的期權業務均須繳付交易徵費。期權交易會員獲授權依照期權交易規則收取該等交易徵費。
5. 倘期權交易會員根據證券條例被界定為失責，客戶因而蒙受金錢損失，則客戶明白其向根據該條例設立的賠償基金索償的權利，只限於證券條例所規定的範圍。
6. 期權交易會員可規限客戶所可持有或行使的持倉量。此外，客戶明白：根據期權交易規則及結算規則的規定，期權交易會員可能須將客戶合約平倉或過戶，以期期權交易會員能符合聯交所有關持倉限制的規定，或在期權交易會員失責的情況下，則為符合聯交所的失責處理程序，而該等平倉或過戶可能是將客戶所簽訂的一份或多份客戶合約平倉或過戶。
7. 必須就期權合約以現金繳付期權金。客戶同意在期權交易會員規定並已向其作出知會的期間向期權交易會員繳付期權金。客戶亦同意倘若期權交易會員按其指示購入、沽出或行使期權合約，客戶須按與期權交易會員達成的協定支付佣金予期權交易會員。期權交易會員須就適用於客戶期權賬戶的任何其他費用或收費給予客戶事先通知。
8. 客戶同意按期權交易規則的規定，就有關在交易所交易的期權業務向期權交易會員支付按金，並在期權交易會員可能要求及通知客戶的時間支付額外的款項。
9. 當有效地行使客戶合約時，交付責任即告產生。客戶須按本協議書及標準合約的規定履行該等交付責任，其履行方式須與期權交易規則中有關期權交易會員履行相應的交付責任的方式一致。
10. 客戶承諾補償期權交易會員及其高級人員、僱員及代理人任何因客戶違反其本人於本協議書中的責任而引致或與此交易有關連的任何損失、費用、索償、責任或開支，包括期權交易會員於追討欠款或因結束期權賬戶而引致的任何合理及所需費用。

11. If the Client commits a default in payment of Premium, delivery of margin, performance of delivery obligations, or otherwise fails to comply with any of the terms contained in this Agreement, without prejudice to any other rights the OTM may have, the OTM shall have the right, and the Client hereby authorizes the OTM: to decline to take further instructions from the Client in respect of Exchange Traded Options Business; to close, give-up or exercise some or all of the Client Contracts to which the Client is party; to enter into any Contracts for the purpose of hedging risk to which he is exposed as a result of the Client's default; to make, on an exchange or otherwise, any contract for the sale, purchase or other acquisition or disposal of any securities, futures contracts or commodities for the purpose of meeting obligations, or of hedging risks to which he is exposed, in relation to the Client's default; to dispose of some or all of the SEOCH Collateral (other than cash) held for or on behalf of the Client and apply the proceeds thereof, plus any cash SEOCH Collateral held for or on behalf of the Client, to all outstanding balances of the Client owing to him; and to dispose of any or all securities held for or on behalf of the Client in order to set off any obligations of the Client and to exercise any rights of set off he may have in relation to the Client. Any monies remaining after such application shall be refunded to the Client.
12. The OTM shall not, without the Client's prior written consent, deposit any of the Client's securities as security for any loans or advances made to the OTM, or lend or otherwise part with the possession of any of the Client's securities for any purpose.
13. Whilst the Client expects the OTM to keep confidential all matters relating to the Client's Exchange Traded Options Business, the Client hereby expressly agrees that the OTM may, if requested by the Exchange or the Securities and Futures Commission ("the Commission"), provide the name of the Client and details of the Client's Exchange Traded Options Business. The Client agrees to immediately notify the OTM, on request, of the identity of persons ultimately beneficially interested in Client Contracts and that this information may be disclosed to the Exchange or the Commission.
14. The Client warrants that the information supplied by or on behalf of the Client to the OTM in connection with the opening of an options account is complete, true and correct.
15. The Client warrants that the Client is the true owner of the account and that the Client is not holding the account on behalf of or for the benefit of any other person, or where the foregoing is not applicable, a signed declaration by the Client stating the name of the person for whom or for whose benefit the Client is holding the account together with the Client's warranty that the Client is not holding the account on behalf of or for the benefit of person other than the named person.
16. The Client authorizes the OTM to conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation of the Client.
17. The Client acknowledges that where there is a change in the capital structure or composition of the issuer of the underlying security of an option class, or in other exceptional circumstances, SEOCH may make such adjustments to the terms and conditions of that option class as are, in its opinion, necessary or desirable to ensure that all parties to Contracts comprised in open positions in that option class are treated fairly. The Client agrees that all such adjustments shall be binding on the Client.
18. The OTM may, where requested by the Client, and in accordance with the Client's instructions, request the give-up of Client Contracts of the Client to a different Options Trading Member. The Client agrees that, upon acceptance of such request, any Client Contract between the OTM and the Client shall, by operation of the Options Trading Rules and this Agreement, immediately be novated into a new Client Contract, on identical terms to that Client Contract, between the other Options Trading Member and the Client, as principals to such contract. If the request is not accepted, the original Client Contract shall remain in full force and effect, as if the give-up had never been requested.
19. The Client confirms that he is not an employee of any other Options Trading Member and that no employee of any other Options Trading Member will have a beneficial interest in the Client's options account
20. The Client confirms that he has read and understands the English/Chinese version of this Agreement.
21. The Client and OTM agree to notify the other in the event of any material change to the information provided with this Agreement.
22. The Client understands that although all Options Contracts are to be executed on the Exchange, the Client and the OTM shall contract as principals under Client Contracts.
23. The OTM agrees to provide the Client, upon request, with the product specifications for Options Contracts.
24. The Client confirms that he has received the Exchange booklet "Understanding Stock Options (and their Risks)".
25. This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong and may be enforced in accordance with the laws of Hong Kong.

11. 倘若客戶未能支付期權金、繳付按金、履行交付責任或履行本協議書的任何條款，在不影響期權交易會員可享有的任何其他權利的情況下，期權交易會員有權及客戶特此授權期權交易會員：就有關在交易所交易的期權業務不再接納客戶的進一步指示行事；將客戶身為訂約一方的部份或所有客戶合約平倉、過戶或行使；訂立任何合約以作對沖因客戶失責而須其承擔的風險；就有關客戶的失責在一所交易所或其他方面訂立任何合約，以作銷售、購買或以其他方式收購或出售任何證券、期貨合約或商品，旨在履行責任或對沖其須承擔的風險；將為或代表客戶持有的一部份或全部聯交所期權結算所抵押品（現金除外）出售，並將其所得收益，連同代表客戶持有的任何現金聯交所期權結算所抵押品，用於支付客戶所欠期權交易會員的全部欠款餘額；以及將為或代表客戶持有的任何或全部證券出售，以期抵銷客戶的任何責任，以及行使就其有關客戶的任何抵銷權利。經此運用後的餘款則退還客戶。
12. 未經客戶書面同意，期權交易會員不得將客戶的任何證券用作期權交易會員取得貸款或墊支的擔保；或無論為任何目的而將證券借出或放棄其持有權。
13. 雖然客戶希望期權交易會員將所有有關客戶在交易所交易的期權業務的資料保密，但客戶仍明確表示同意期權交易會員可在聯交所或證券及期貨事務監察委員會（「證監會」）的要求下，提交客戶的姓名及有關其在交易所交易的期權業務的資料。客戶同意應要求將於客戶合約擁有最終權益的人士的身份即時知會期權交易會員及將有關資料披露予交易所或證監會。
14. 客戶保證由客戶或代表客戶向期權交易會員就有關期權賬戶開戶所提供的資料皆屬完整、真實及正確。
15. 客戶保證其本人屬賬戶的真正擁有人，而並非代表任何其他人士的利益而持有賬戶；倘上述並不適用時，則客戶須發出一份經簽署的聲明，指明其為何人（須列出姓名）的利益而持有賬戶，連同一份有關客戶並非代表或為指定人士以外者的利益而持有賬戶的保證。
16. 客戶授權期權交易會員對客戶的信用進行諮詢及查核，以確定客戶的財政狀況。
17. 客戶承認如期權系列的正股發行人的資本結構或組成發生變化，或在其他例外情況下，聯交所期權結算所可能對該期權類別的條款及條件作出其認為必須或有利的調整，以儘量保證持有該期權類別內的未平倉所包括的合約的所有訂約方均獲得同等對待。客戶同意所有該等調整均對客戶具有約束力。
18. 在客戶要求下及根據客戶指示，期權交易會員可要求將客戶的客戶合約過戶予另一名期權交易會員。客戶同意若接受該項要求後，期權交易會員與客戶簽訂的客戶合約須透過執行期權交易規則及本協議書進行責務變更，成為新的期權交易會員與客戶（兩者均作為當事人）共同訂立的新客戶合約，新合約的條款與舊客戶合約的條款相同。若此要求不被接納，舊客戶合約將仍然有效及完全具約束力，猶如從未提出過戶要求般。
19. 客戶確認，其本人並非任何其他期權交易會員的僱員，而且並無任何其他期權交易會員的僱員於該客戶期權賬戶中擁有實益權益。
20. 客戶確認已詳閱及明白本協議書的中／英文本。
21. 客戶及期權交易會員同意，當本協議書中的資料發生任何重大變化時即通知對方。
22. 客戶明白雖然所有期權合約均在交易所執行，客戶及期權交易會員在客戶合約中仍為當事人。
23. 期權交易會員同意應客戶的要求，向客戶提供期權合約的產品資料。
24. 客戶確認已接獲交易所出版的小冊「理解股票期權（及其風險）」。
客戶同意按期權交易規則的規定，就有關在交易所交易的期權業務向期權交易會員支付按金，並在期權交易會員可能要求及通知客戶的時間支付額外的款項。
25. 本協議書及其中的一切權利、義務及責任，須受香港法律約制，並按香港法律詮釋及履行。

RISK DISCLOSURE STATEMENT

THE CLIENT ACKNOWLEDGES THAT DUE TO THE VOLATILE NATURE OF SECURITIES MARKETS, THE PURCHASE AND WRITING OF OPTIONS OVER SECURITIES INVOLVES A HIGH DEGREE OF RISK.

WARNING TO OPTION HOLDERS

THE CLIENT UNDERSTANDS THAT SOME OPTIONS MAY ONLY BE EXERCISED ON AN EXPIRY DAY (EUROPEAN-STYLE EXERCISE) AND THAT OTHER OPTIONS MAY BE EXERCISED AT ANY TIME BEFORE EXPIRATION (AMERICAN-STYLE EXERCISE). THE CLIENT UNDERSTANDS THAT UPON EXERCISE SOME OPTIONS REQUIRE DELIVERY AND RECEIPT OF THE UNDERLYING SECURITY AND THAT OTHER OPTIONS REQUIRE A CASH PAYMENT.

THE CLIENT IS AWARE THAT AN OPTION IS A WASTING ASSET AND THERE IS A POSSIBILITY THAT AS AN OPTION HOLDER THE CLIENT MAY SUFFER THE LOSS OF THE TOTAL PREMIUM PAID FOR THE OPTION. THE CLIENT IS AWARE THAT AS AN OPTION HOLDER IN ORDER TO REALISE A PROFIT IT WILL BE NECESSARY TO EITHER EXERCISE THE OPTION OR CLOSE THE LONG OPTION POSITION IN THE MARKET. UNDER SOME CIRCUMSTANCES IT MAY BE DIFFICULT TO TRADE THE OPTION DUE TO LACK OF LIQUIDITY IN THE MARKET. THE CLIENT IS ALSO AWARE THAT THE OTM HAS NO OBLIGATION EITHER TO EXERCISE A VALUABLE OPTION IN THE ABSENCE OF A CLIENT'S INSTRUCTION OR TO GIVE TO THE CLIENT PRIOR NOTICE OF THE EXPIRATION DATE OF THE OPTION.

WARNING TO OPTION WRITERS

THE CLIENT IS ALSO AWARE THAT AS A WRITER OF AN OPTION THE CLIENT MAY BE REQUIRED TO PAY ADDITIONAL MARGIN AT ANY TIME. THE CLIENT IS AWARE THAT AS AN OPTION WRITER, UNLIKE AN OPTION HOLDER, HE MAY BE LIABLE FOR UNLIMITED LOSSES BASED ON THE RISE OR FALL OF THE PRICE OF THE UNDERLYING SECURITY AND HIS GAINS ARE LIMITED TO THE OPTION PREMIUM.

ADDITIONALLY, WRITERS OF AMERICAN-STYLE CALL (PUT) OPTIONS MAY BE REQUIRED AT ANY TIME BEFORE EXPIRY TO DELIVER (PAY FOR) THE UNDERLYING SECURITIES TO THE FULL VALUE OF THE STRIKE PRICE MULTIPLIED BY THE NUMBER OF UNDERLYING SECURITIES. THE CLIENT RECOGNISES THAT THIS OBLIGATION MAY BE WHOLLY DISPROPORTIONATE TO THE VALUE OF PREMIUM RECEIVED AT THE TIME THE OPTIONS WERE WRITTEN AND MAY BE REQUIRED AT SHORT NOTICE.

風險披露聲明書

客戶知悉由於證券市場時有波動，購入及沽出股票期權須承擔高風險。

對期權持有人的警告

客戶明白有些期權在到期日方可行使（歐式期權的行使），其他期權可於到期前的任何時間行使（美式期權的行使）。客戶明白有些期權在行使時客戶須交收正股，而其他期權在行使時則須支付現金。

客戶知悉期權乃損耗性資產，期權持有人可能會損失該期權的全部期權金。客戶作為一位期權持有人，欲賺取利潤，必須行使期權或在市場將期權長倉平倉。在某些情況下，因市場流通量不足，買賣期權會出現困難。客戶亦知悉期權交易會員在未獲客戶指示前並無責任行使有價值的期權，亦無責任將期權的到期日預先通知客戶。

對期權沽出人的警告

客戶亦知悉作為一位期權沽出人，客戶可能須在任何時候繳付額外的按金。客戶知悉期權沽出人與期權持有人不同，正股價的起跌可令沽出人蒙受無限損失，而期權金乃沽出人的唯一回報。

此外，美式認購（認沽）期權的沽出人可能需要在到期前的任何時間交收正股或支付現金代價，該價格為行使價乘以正股數目的乘積，客戶明白上述責任可能與沽出期權所收到的期權金的價值完全不成比例，同時接獲的可能只是短期通知。

IN WITNESS WHEREOF this Agreement has been entered into on the day and year above written.

SIGNED by The Client
Name:

)
)
)
)

[Client Signature]

In the presence of :
Witness name:
Address:

)
)
)
)

[Witness Signature]

SIGNED by [Options Trading Officer's Name]
for and on behalf of
[OTM name]

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)
)

[Options Trading Officer's Signature]

本協議書於上述日期及在下述見證人面前簽訂。

(姓名) 為及代表
(客戶姓名) 簽署

(客戶簽署)

(見證人姓名及地址)

(見證人簽署)

(期權交易主任姓名)
為及代表 (期權交易會員名稱) 簽署

(期權交易主任簽署)

CLIENT CONSENT FORM

TO : PRUDENTIAL BROKERAGE LIMITED
9/F, World Wide House, 19 Des Voeux Rd. C.,
Central, Hong Kong.

We warrant that either: (i) we are the sole beneficial owner of all securities we deliver to you from time to time as SEOCH Collateral for our obligations to you in relation to Exchange Traded Options Business and that there are no other equitable interests or rights in, or rights or remedies arising from a breach of fiduciary duty in relation to, such securities; or (ii) each person with any beneficial or equitable interest or rights in, or rights or remedies arising from a breach of fiduciary duty in relation to such securities has consented to such securities being delivered to you as SEOCH Collateral for our obligations to you in relation to Exchange Traded Options Business. This warranty shall be repeated each time securities are delivered to you by reference to the circumstances then existing.

We hereby authorize you, acting as our agent with full power and authority, as follows that: (a) you or your General Clearing Member ("GCM") may deliver or transfer such securities to The SEHK Options Clearing House Limited ("SEOCH") or any nominee of SEOCH (including Hong Kong Securities Clearing Company Limited and its nominee companies), in accordance with the Options Trading Rules, as SEOCH Collateral in respect of Exchange Traded Options Business, without notice to us, for the purpose of securing all your or your GCM's obligations to SEOCH; (b) you or your GCM may charge in favor of SEOCH, by way of first legal mortgage, such securities and all rights against any person in relation thereto as security for all your or your GCM's obligations to SEOCH free of our (or their) interest therein with the intent that SEOCH's security interest shall, until the first legal mortgage takes effect, be by way of first fixed charge; and (c) such charge and agreement to mortgage will have priority over any other beneficial or equitable interest or rights in or over such securities. Where necessary to give effect to the foregoing, we have obtained the consent of each other person with any beneficial or equitable interest or right in, or right or remedy arising from breach of fiduciary duty in relation to, any securities. We understand that the return of such securities as are delivered, transferred and/or charged as aforesaid may be subject to the prior satisfaction of such liens and/or charges.

The authority given hereby is given by deed by way of security and is, except with your prior written consent, irrevocable for a period of 12 months following the date of this document.

We understand that, in the event of a default by you, SEOCH may sell or otherwise dispose of such securities on the terms of the charge and agreement to mortgage granted to SEOCH by you or your GCM and may appropriate the proceeds towards satisfaction of your or its obligations to SEOCH. We also understand that your or its obligations to SEOCH, secured by such charge, are distinct from and have no necessary correlation with our own obligations, if any, to you and that the authority and consent given hereby are also given for the benefit of SEOCH who may rely on the same as if this document were addressed to SEOCH and, accordingly, that this document may be delivered to SEOCH for the purpose aforesaid.

We understand that HKSCC will not recognize any interest in the securities other than that of SEOCH and we agree that we will not seek to assert our interest against HKSCC or SEOCH. We understand that this consent form will be delivered by you to SEOCH and that SEOCH will rely on the warranties and agreement contained herein. Terms defined in the Options Trading Rules of The Stock Exchange of Hong Kong Limited from time to time shall have the same meaning in this consent form save that "securities" means all securities (including those which are not securities within the meaning of Section 2 of the Securities Ordinance).

The agreement here recorded is governed by, and this document is to be construed in accordance with, Hong Kong law.

IN WITNESS whereof this document has been executed as a Deed as of the date given below and, where required for the purposes of making a valid Deed by applicable laws to which we are subject, has been sealed and delivered.

Date : _____

Signed as a deed by (print name of Client)*1 : _____

Acting by (print name of director(s)/company secretary)*2 : _____

Signature(s): (1) _____ (2) _____

Common Seal of the Company*3

Signed in the presence of *4 :

Name : _____

Address : _____

Signature of Witness : _____

Full Postal Address of Client : _____

*1 if more than one Client, all must sign

*2 ignore if signed otherwise than by a company

*3 ignore if signed otherwise than by a company

*4 ignore if signed by a company

AUTHORIZATION LETTER IN RESPECT OF COLLATERAL 抵押品授權書

Prudential Index Trading Company Limited (“PITCL”) 信誠期貨有限公司

Prudential Brokerage Limited (“PBL”) 信誠證券有限公司

(Hereinafter referred to as the “PRU”) (以下簡稱「信誠集團」)

I/We hereby authorize PRU* **Prudential Index Trading Company Limited / Prudential Brokerage Limited** (* Delete where inapplicable) for a period of twelve months from the date hereof, in relation to all securities purchased or held for or on my/our behalf, to deliver such securities as SEOCH Collateral in respect of Exchange Traded Options Business without notice to me/us, pursuant to section 148 of the Chapter 571 Securities Ordinance.

Such delivery of securities is to be in accordance with the Options Trading Rules.

PRU remain responsible to me/us for the securities delivered under this authorization.

I/We understand that such securities will be subject to the liens of third parties and return of such securities to me/us may be subject to satisfaction of such liens.

I/We have the right to cancel this authorization letter by written document from the date hereof.

本人／吾等現根據證券及期貨條例第 571 章第 148 條授權*~~信誠證券有限公司/信誠期貨有限公司~~(*刪除不適用者)不時來回調撥本人於「信誠集團」任何公司在授權書日期後的十二個月內，在毋需知會本人／吾等的情況下，交收貴公司為及代表本人／吾等購買或持有的所有證券，作為在交易所交易的期權業務的聯交所期權結算所抵押品。

證券的交收須按照期權交易規則進行。

貴公司仍須就根據本授權書交收證券的事宜向本人／吾等負責。

本人／吾等明白第三者可能擁有上述證券的留置權，並須在處理該留置權後方能取回該等證券。

本人/吾等有權在授權書有效期內，以書面取消有關之授權書。

Authorized Signature / Company Chop 授權人簽署 / 公司印章

Name of Client 客戶名稱:

Account No 客戶號碼:

Date 日期:

LETTER OF AUTHORITY IN RESPECT OF TRANSFERRING FUNDS

資金調撥授權書

Prudential Index Trading Company Limited (“PITCL”) 信誠期貨有限公司

Prudential Brokerage Limited (“PBL”) 信誠證券有限公司

(Hereinafter referred to as the “PRU”) (以下簡稱「信誠集團」)

I/We hereby authorize “PRU”* **Prudential Index Trading Company Limited / Prudential Brokerage Limited** (* Delete where inapplicable) to transfer any funds standing to my/our credit any existing or future accounts and/or credit or margin facilities granted by any of your companies amongst all your companies for the purpose of paying or setting off debts, settling shortfalls, enhancing or improving credits, fulfilling margin or deposit requirements (as the case may be) or otherwise either any of your companies from time to time consider necessary or desirable as long as I/we shall continue to maintain any accounts with any of your companies.

Unless revoked in writing by me/us, the authority herein contained shall remain in force for a period of 12 months from the date hereof.

I / We understand that this standing authority shall be deemed to have been renewed for the period of one year when you have reminded me of its impending expiry and informed me/us that unless I/We object, it will be renewed for the period of one year upon the same terms and conditions as specified in this authorization.

本人/吾等謹此授權***信誠證券有限公司/信誠期貨有限公司**(*刪除不適用者)不時來回調撥本人於「信誠集團」任何公司現在或將來的任何賬戶內結存的任何款項及/或「信誠集團」任何公司批予本人的孖展額或信貸款項，以抵銷債務、償還結欠、增加信貸額、繳付孖展或按金，或以因應「信誠集團」任何一間公司不時認為之需要。

除非本人/吾等以書面通知撤銷此授權書，否則此授權書在簽署日期起 12 個月內有效。

此外，本人/吾等知悉，在此授權的有效期屆滿前，會獲貴公司發出書面通知。除非本人/吾等提出反對並以書面通知撤銷此授權書，否則此授權會在屆滿時按此授權指明的相同條款及條件續期 1 年。

Authorized Signature / Company Chop 授權人簽署 / 公司印章

Name of Client 客戶名稱:

Account No 客戶號碼:

Date 日期:

Stock Option Online Trading Agreement

This Online Trading Agreement ("Agreement") is supplemental to the Stock Option Client Trading Agreement entered into by **PRU** and the Client to which this Agreement is annexed whereby **PRU** agrees to provide Electronic Web Services ("Services") to the Client which enable the Client to give electric Instruction and to obtain quotations and other information via computer or telephone transmission for use on compatible or network computers that can connect to the Web Services provided by **PRU**.

1. Definition

In this Agreement, the following terms shall bear the following meanings:

"Web Services" means the Internet Stock Trading Services and facility provided by Prudential Brokerage Ltd. under this Agreement which enable the Client to trade Stock Option through the Web Services and give electronic instructions to purchase, sale and otherwise deal with Stock Option through the Client's Stock Option trading account maintained with **PRU**.

"Instruction" means any instruction for the buying and/or selling of or otherwise dealing in any Stock Option and any instruction to check the portfolio and fund position in the Account.

"Account" means the Client's Stock Option trading account with **PRU**.

"Access Codes" means the Login User ID used together with the Password/PIN.

"Password/PIN" means the Client's personal identification number, which may be changed by the Client at any time.

2. The Client will be the only authorized user of the Services under the Account. The Client will be responsible for the confidentiality and use of the Access Codes. The Client acknowledges and agrees that he will be solely responsible for all Instruction entered through the Services using the Access Codes and neither **PRU** or **PRU**'s directors, officers or employees will have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instructions.
3. The Client acknowledges that the Services is proprietary to **PRU**. The Client warrants and undertakes that he will not, and will not attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and will not attempt to gain unauthorized access to, any part of the Services. The Client acknowledges that **PRU** may take legal action against him, if he at any time breaches this warranty and undertaking or if **PRU** at any time reasonably suspects that the client has breached the same. The Client undertakes to notify **PRU** immediately if he becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.
4. The Client further acknowledges and agrees that, as a condition of using the Services to give Instructions, he will immediately notify **PRU** if: (a) an Instruction in respect of the Account has been placed through the Services and the client has not received an order number; (b) the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which he did not instruct or any similar conflict; or (d) the Client becomes aware of any unauthorized use of the User ID, Password or PIN.
5. The Client understands that **PRU** will prepare the Internet Trading Policy setting out the operation policy and procedures of the Services applicable at any time which shall be binding on the Client in respect of the use of the Services.
6. Risks associated with electronic or online devices, including delays or failure in the transmission, receipt or execution of Instructions due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the control or anticipation of **PRU**, may arise which may include a client's Instruction being executed before a client's revised or cancellation Instruction being validly place and effected, delay in the execution of Instruction and/or price quoted being different from those prevailing at the time the Instruction is given and the Client shall be fully responsible for all such risks.
7. All online quoted data and information provided by **PRU** or any other third party is for reference purpose only and **PRU** will not be liable for any inaccuracy thereof or any loss and damages whatsoever of the Client in reliance thereon.
8. The Client acknowledges that not all trades will be executed concurrently with the order placed by the Client. The Client further acknowledges and accepts, without liability of **PRU** and **PRU**'s directors, officer and/or employees, that there will be times when a quoted price will change prior to the trade being executed due to market circumstances.
9. The Client acknowledges that a request to cancel an earlier order is not guaranteed by **PRU** as the earlier order can only be cancelled if the cancellation request is received and effected before the entire earlier order is executed.
10. The Client hereby agrees that it shall fully and effectively indemnify **PRU** (for itself or as trustee for any member of **PRU**, directors, officers, employees or agents, collectively the "Indemnified Person") against any and all claims, actions losses, liabilities, proceedings, costs and expenses against any of the Indemnified Person and bear any losses, costs, charges or expenses (including legal fees on a full indemnity basis) which the Indemnified Person may suffer in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under this Agreement to protect or enforce its rights or its security interest hereunder whether or not as a result of any default or breach by the Client. This obligation to indemnify the Indemnified Person shall survive the termination of the Services.
11. **PRU** reserves the right to terminate the Client's access to the Electronic Web Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized user of the Client's Access Codes, breach of this Agreement etc.
12. The Client confirms that the client has read the English or Chinese version of this supplementary agreement and that the content of the risk disclosure statements have been fully provided to the Client in a language of the Client's choice, and the Client is invited to read the risk disclosure statement, to ask questions and take independent advices if the Client wishes. And the Client accept each of the provision of this Agreement.
13. **PRU** may change the terms in this Agreement from time to time by giving the Client reasonable notice in writing or via the Services.

Signed by Client

Authorized Signature / Company Chop

Name of Client:

Account No.:

Date:

股票期權互聯網交易協議

本互聯網交易協議乃**信誠證券**與客戶所訂立股票期權客戶協議之補充文件，並從屬於該協議，據此，**信誠證券**同意向客戶提供電子服務（“服務”），令客戶可透過使用兼容之個人、家庭或小型商業電腦，包括裝有解調器之互聯網設備、可接駁電訊網絡之終端機或網絡電腦，以電腦或電話傳遞方式發出電子指示並獲取報價及其他資訊。

1) 定義

在本協議內，以下詞語具有以下涵義：

『**電子交易服務**』指由**信誠證券**提供之流動電話/互聯網股票期權買賣資訊服務，客戶可使用此電子交易服務進行股票期權買賣交易及互聯網股票期權買賣設施，客戶可透過電子交易設施向**信誠證券**發出有關股票期權買賣及處理股票期權服務的電子指示；

『**指示**』指就進行買賣任何股票期權之任何指示以及查詢賬戶內之結款或其他資訊；

『**賬戶**』指客戶在**信誠證券**開立之股票期權賬戶；

『**存取代碼**』指個人密碼及賬戶號碼；

『**私人密碼**』指就有關之電子交易服務向**信誠證券**發出指示而使用之客戶私人密碼，客戶可隨時轉換該密碼。

- 2) 客戶為戶口項下服務之唯一獲授權用戶。客戶須對存取代碼之保密及使用負責。客戶承認及同意，客戶須對使用存取代碼透過服務而輸入之一切指示負責。 **信誠證券**之董事、高級人員或僱員，毋須對客戶，或因客戶而引致提出索償之任何其他人士就處理、錯誤處理或遺失任何指示所引致之任何索償而負責。
- 3) 客戶承認**信誠互聯網服務**為**信誠證券**專有。客戶保證及承諾客戶不得及不可試圖竄改、修改、解構、反向設計或以任何方式改動，以及不可試圖未經許可而取用**信誠互聯網服務**之任何部份。客戶承認，倘客戶在任何時間違反本保證及承諾，又或**信誠證券**在任何時間合理地懷疑客戶已違反本保證及承諾，則**信誠證券**可對客戶採取法律行動。客戶承諾，倘客戶知悉任何其他人士作出本段所述之任何行動者，須立即通知**信誠證券**。
- 4) 客戶進一步承認及同意，作為發出指示而使用服務之一項附帶條件，倘出現以下情況，客戶須立即通知**信誠證券**：
 - (a) 有關戶口之指示已透過服務發出，但尚未接獲指令號碼；
 - (b) 有關戶口之指示已透過服務發出，但客戶尚未接獲有關收到該項指示或其執行情況之確認(不論以複印文本、電子或口頭方式)；
 - (c) 客戶已接獲客戶並無發出指示之交易之確認(不論以複印文本、電子或口頭方式)或任何相類抵觸者；或
 - (d) 客戶知悉客戶之用戶識別碼、密碼或私人密碼出現任何未經許可之使用情況。
- 5) 客戶明瞭**信誠證券**須擬訂互聯網股票期權交易政策，列舉任何時候適用之**信誠互聯網服務**之營運方針及程序，當中與客戶使用**信誠互聯網服務**有關之條款對客戶具約束力。
- 6) 電子或網上器材所附帶之風險，包括因傳送故障或失誤或通訊擠擁或任何其他**信誠證券**控制或意料之外之原因，令指示之傳送、接收或執行產生失誤或延誤，並可能包括客戶在修改或取消已有效發出及生效之指示前客戶指示已經執行、延誤執行指示及/或所報價有別於指示發出時之價位，該等風險將由客戶自付權責。
- 7) 所有**信誠證券**或其他第三者於網上所報數據及資料只屬參考性質，**信誠證券**不會就其準確性或客戶對之依賴而產生之任何損失及損害承擔任何責任。
- 8) 客戶確認**信誠證券**可能不能同時執行客戶發出之所有交易指示。倘若由於市場情況，在執行交易指示前，報價已經改變，客戶進一步確認及接受，**信誠證券**及彼等僱員無需為此承擔責任。
- 9) 客戶確認，**信誠證券**不能保證可取消較早前發出之指示。只有在執行整個較早前發出之指示前，收到取消指示，才可能取消較早前發出之指示。
- 10) 客戶於此完全及有效彌償**信誠證券**(代表它自己或作為**信誠證券**任何成員、董事、僱員或代理人的信託人，統稱“受彌償人仕”)一切針對任何受彌償人仕所提出的索償、訴訟、損失、追究責任、法律訴訟程序，針對任何受彌償人仕之費用及開支，及承擔任何受彌償人仕就履行義務、提供服務又或者行使本協議所賦予之權利、權力或酌情權，包括由**信誠證券**或任何**信誠證券**成員為保障或行使其權利或相關的抵押品權益所必須採取之行動而蒙受的損失、費用、訴訟費或支出(包括全數彌償法律費用)，不論其成因是否由於客戶未能履行或違反合約所致。對受彌償人仕之彌償責任於服務終止後依然有效。
- 11) **信誠證券**保留權利，可因以下任何理由，在無須通知及不受限制下全權決定終止客戶取用電子服務或其任何部分，該等理由包括但不限於被擅自使用客戶之識別碼、密碼及/或戶口號碼，違反本互聯網交易協議。
- 12) 客戶確認已詳閱本協議之中/英文本及其風險披露聲明書，其中內容亦全部以客戶選擇之語言向客戶提供，客戶並獲得邀閱讀此風險披露聲明，提出問題及徵求獨立意見。而客戶亦接受本協議中的條款。
- 13) **信誠證券**可透過向客戶發出合理書面通知或透過電子服務，不時更改本互聯網交易協議之條款。

客戶簽署：

授權人簽署 / 公司印章

客戶名稱:

客戶號碼:

日期:

Account Opening Information Form

開戶資料表格

Option Account No. 期權賬戶號碼:
A.E. No. 客戶主任號碼:
Date Opened 開戶日期:
Stock Account No. 股票賬戶號碼:

Individual 個人
 Joint Account 聯名
 Others 其他:

1.	Name of Client(s): Mr./Mrs./Mdm./Miss/Company* 客戶名稱: 先生 / 太太 / 女士 / 小姐 / 公司*	
	English 英文:	Chinese 中文:
2.	Account Name (if different) 賬戶名稱 (如與上述不同):	
3.	Passport / Hong Kong ID. Card / B.R. No.* 護照/香港身份證/商業登記証號碼*:	
	Nationality 國籍:	
4.	Home Address 住宅地址:	
5.	Home Tele. No. 住宅電話號碼:	Home Fax. No. 住宅傳真號碼:
	Mobile Phone No. 手提電話號碼:	E-mail Address 電子郵件地址:
6.	Current Employer / Name of Company* 目前僱主 / 公司*名稱:	
7.	Nature of Business / Occupation* 業務性質 / 職業*:	
8.	Office Address 辦事處地址:	
9.	Office Telephone No. 辦事處電話號碼:	
10.	Trading Confirmations and Statements to be sent to your 買賣確認通知和帳戶結單遞送至: (Please check one only 只可選擇一項)	
	<input type="checkbox"/> Home 住宅 <input type="checkbox"/> Office 辦事處 <input type="checkbox"/> Other 其他:	
E-Statement Services 收取電子帳單 (Clients will no longer receive a hard copy of any statements 客戶將不再獲郵寄印刷帳單):		
<input type="checkbox"/> Fax 傳真 <input type="checkbox"/> Email 電郵地址:		

CLIENT PERSONAL INFORMATION 客戶個人資料 (Confidential 機密)

11. Marital Status 婚姻狀況: Single 單身 Married 已婚 Other 其他:

13. Is the client an associate of any employee/agent of PRU?
 客戶是否與信誠證券任何僱員/代理人有親屬關係?
 No 否
 Yes, please provide employee/agent name: _____ Relationship: _____
 是, 請提供該僱員/代理人姓名: _____ 關係: _____

14. Is the client an employee/agent of other securities dealer or person registered with Hong Kong SFC?
 客戶是否其他證券交易商的僱員 / 代理人或香港證監會註冊人士?
 No 不是 Yes, please provide details 是, 請提供詳情:

15. Is the client a major shareholder of any listed company? 客戶是否任何上市公司大股東?
 No 不是 Yes, please provide details 是, 請提供詳情:

16. Unless otherwise instructed by the Client, all monies payable to the Client are to be credited to the following bank account(s):
 除經客戶另行指示外, 客戶的應收金額將按指示存入下列指定銀行賬戶:
 Name of Bank 銀行名稱:
 Client's Bank Account Number 客戶之銀行賬戶號碼:

CLIENT FINANCIAL INFORMATION 客戶財務資料

17.	Annual Income 每年收入: <input type="checkbox"/> Under HK\$200,000 港幣 20 萬元以下 <input type="checkbox"/> HK\$500,000 to HK\$1,000,000 港幣 50 萬至 100 萬元 <input type="checkbox"/> HK\$200,000 to HK\$500,000 港幣 20 萬至 50 萬元 <input type="checkbox"/> above HK\$1,000,000 港幣 100 萬以上
18.	Total Net Worth 資產淨值: (Approximately 約) <input type="checkbox"/> Under HK\$500,000 港幣 50 萬元以下 <input type="checkbox"/> HK\$1,000,000 to HK\$5,000,000 港幣 100 萬至 500 萬元 <input type="checkbox"/> HK\$500,000 to HK\$1,000,000 港幣 50 萬至 100 萬元 <input type="checkbox"/> above HK\$5,000,000 港幣 500 萬以上

CLIENT INVESTMENT OBJECTIVES 客戶投資目的

19.	Investment Objective(s) of Client 客戶投資目的: (Please tick one or more 可選擇下列一項或多項) <input type="checkbox"/> Hedging 對沖 <input type="checkbox"/> Capital Gain 增值 <input type="checkbox"/> Dividend Income 股息收益 <input type="checkbox"/> Other, please specify 其他, 請說明:
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CLIENT INVESTMENT EXPERIENCE 客戶投資經驗

20.	Investment Experience: (Please tick one 選擇下列一項) <input type="checkbox"/> Less than 1 year 少於一年 <input type="checkbox"/> 6-10 years 六至十年 <input type="checkbox"/> 1-5 years 一至五年 <input type="checkbox"/> More than 10 years 多於十年
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The information contained in this Account Opening Information Form is true and accurate. PRU is entitled to rely fully on such information and representations for all purposes, unless PRU receives notice in writing of any change. PRU is authorized at any time to contact anyone, including the client's banks, brokers or any credit agency, for the purpose of verifying the information provided in this Account Opening Information Form.

本開戶資料表格的資料均屬真實及正確，除非信誠證券收到任何客戶資料改變的書面通知，信誠證券將有權依據這些資料及陳述，作任何用途或目的。客戶授權信誠證券可在任何時間聯絡任何人，包括客戶的銀行、經紀行或任何信貸機構，藉以確定及查證本開戶資料表格內的資料。

Client's Signature(s) 客戶簽署	Client's Signature(s) (if in joint names) 客戶簽署 (聯名戶口適用)
Client Name 客戶名稱: Account No. 賬戶號碼: Date 日期:	Client Name 客戶名稱: Date 日期:

Note 1: The Account can be operated on the instructions of any two or more signatures/any one signature*(if in joint names)
 註一: 戶口可根據其中兩式以上/任何一式*(聯名戶口用)簽名式樣指示下運作。

Note 2: The attached general terms and conditions to the operation of this account must be completed and signed by the client.
 註二: 客戶必須填妥及簽署本開戶資料表格所附之戶口運作一般條款。

N.B.: copies of the Hong Kong I.D. card(s) or Passport(s) of all Account Holder (s) and all Authorized Persons (if any) must accompany This Account Opening Information Form. All joint Account Holders must sign.
 注意: 本開戶資料表格須附上所有賬戶持有人及授權人(如適用者)的香港身份證副本或護照副本。所有聯名戶口持有人均須簽名。

● Delete if inapplicable 刪除不適當者

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I _____ (name of staff member) confirm that I have discussed options with the client and based on the information provided, I believe that the client has sufficient income and liquid assets to meet his obligations in respect of the options activity proposed and that such activity is suitable for the client.

本人 _____ (期權交易會員之職員姓名) 確認本人已與客戶商討有關期權買賣，而根據所提供之資料，本人相信客戶有充足收入及流動資產應付建議之期權買賣業務的有關責任，客戶亦適合進行此項業務。

 Signature of Staff Member
 期權交易會員之職員簽署

Approved by (批准): _____
 Options Trading Officer
 期權交易主任