

# Metro Capital Securities Limited

## 美高證券有限公司

### Cash Client's Agreement

#### 現金客戶協議書

To : **Metro Capital Securities Limited**  
致: **美高證券有限公司**  
Room 3806, 38/F., Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong  
香港灣仔皇后大道東 183 號合和中心 3806 室

Registered with the Securities and Futures Commission (the "SFC") as a licensed corporation with Central Entity Number (CE No.) ADW500 in carrying on Type 1 regulated activity, (i.e. dealing in securities) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange") 為證券及期貨事務監察委員會(「證監會」)註冊為持牌法團(中央編號 ADW500) 專營第 1 類受規管活動(證券交易)及香港聯合交易所有限公司(「聯交所」)的交易所參與者

I/We \_\_\_\_\_, request you to operate a cash securities trading account (the "Account") for me/us on the following terms and conditions:-  
本人 / 吾等 (請填寫姓名 / 名稱) \_\_\_\_\_ 茲要求閣下根據下列條款及條件為本人 / 吾等運作一個現金買賣戶口 (「戶口」):-

#### 1. The Account 戶口

1.1 I/We confirm that the information provided in the Account Opening Information Form and any other documents/material in relation to this account is complete and accurate. I/We will inform you of any changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.

本人 / 吾等確認「開戶資料表格」及其他與開戶有關之資料所載資料均屬完整及正確。倘該等資料有任何變更,本人 / 吾等將會通知閣下。本人 / 吾等特此授權閣下對本人 / 吾等的信用進行查詢,以核實上述表格所載資料。

1.2 You will keep information relating to my/our Account confidential, but may provide any such information to the Exchange and the SFC to comply with their requirements or requests for information. Also, you may provide any such information to any parties/person(s) pursuant to the requirement of the Personal Data (Privacy) Ordinance.

閣下將會對本人 / 吾等戶口的有關資料予以保密,但閣下可以根據聯交所及證監會的規定或應其要求,將該等資料提供予聯交所及證監會。此外,閣下亦可按照個人資料(私隱)條例之規定,將該等資料提供與有關機構/人仕。

#### 2. Laws and rules 法例及規則

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

閣下按本人 / 吾等的指示而進行的一切證券交易(「交易」),須根據適用於閣下的一切法例、規定和監管指示的規定而進行。這方面的規定包括交易所規則及香港中央結算有限公司(「結算公司」)的規則。閣下根據該等法例、規則及指示而採取的所有行動均對本人 / 吾等具有約束力。

#### 3. Transactions 交易

3.1 You will act as my/our agent in effecting Transactions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.

除閣下(在有關交易的成交單據或其他合約單據內)註明以自己本身名義進行交易外,閣下將以本人 / 吾等的代理人身份進行交易。

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

倘沽盤是有關非由本人 / 吾等擁有的證券,即涉及賣空交易,本人 / 吾等將會通知閣下。

3.3 You shall be entitled at your absolute discretion to refuse or to accept any of my/our instructions and shall not be obliged to give any reason for such refusal.

閣下將有權決定接受或拒絕接納本人 / 吾等之任何指示,且毋須就此給予任何理由。

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

本人 / 吾等會就所有交易支付閣下不時通知本人 / 吾等的佣金和收費,繳付聯交所徵收的適用徵費,並繳納所有有關的印花稅。閣下可以從戶口中扣除該等佣金、收費、徵費及稅項。

3.5 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will

就每一宗交易,除另有協議外或除非閣下已代本人 / 吾等持有現金或證券供交易交收之用,否則本人 / 吾等將會在閣下就該項交易通知本人 / 吾等之交收日期或以前

λ pay you cleared funds or deliver to you securities in deliverable form or

向閣下交付可即時動用的資金或可以交付的證券,或

λ otherwise ensure that you have received such funds or securities

以其他方式確保閣下收到此等資金或證券。

by the settlement date or such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may

倘本人 / 吾等未能這樣做,閣下可以

λ in the case of a purchase Transaction, sell the purchased securities and

(如屬買入交易)出售買入的證券;及

λ in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

(如屬賣出交易)借入及/或買入證券以進行交易的交收。

I/We will be responsible to you for any losses and expenses resulting from my/our settlement failures. I/We will settle the amount due immediately.

本人 / 吾等將會負擔閣下因本人 / 吾等未能進行交收而引起的任何損失及開支。本人並同意立即支付該有關之款項。

- 3.6 I/We agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against me/us) at such rates not exceeding Hong Kong Prime Rate + \_\_\_\_\_% and on such other terms as you have notified me/us from time to time.  
本人 / 吾等同意就所有逾期未付款項 (包括對本人 / 吾等裁定的欠付債務所引起的利息) , 按 閣下不時通知本人 / 吾等的利率, 唯不高於香港最優惠利率加百分之 \_\_\_\_\_ 及其他條款支付利息。
- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.  
就買入交易而言, 倘賣方經紀未能於交收日內交付證券, 導致 閣下須買入證券進行交收, 本人 / 吾等毋須為買入該等證券的費用向 閣下負責。
- 3.8 You will not be responsible for any losses, prices differences and damages caused or arose due to failure of settlement of the counterparty(ies) for trading transactions duly transacted on your behalf through the Exchange.  
閣下為本人在聯交所進行之交易, 若因對方經紀未能在交收日進行交收, 閣下將毋須負責對本人作出任何賠償證券之差價及其他損失。

#### 4. Safekeeping of securities 證券的保管

- 4.1 Any securities which are received or held by you in Hong Kong for safekeeping may, at your discretion  
由 閣下在香港收取或持有妥為保管的任何證券, 閣下可以酌情決定:
- λ (in the case of registrable securities) be registered in my/our name or in the name of your nominee; or  
(如屬可註冊證券) 本人 / 吾等的名義或以 閣下的代理人名義註冊; 或
  - λ be deposited in safe custody in a segregated account which is designated as a trust account or client account established and maintained in Hong Kong with an authorized financial institution; with any other institution approved by the SFC as a provider of safe custody services; or with another licensed corporation or registered institution approved by the SFC for dealing in securities.  
存放於 閣下在認可財務機構; 在任何獲證監會認可提供保管服務的機構; 或在另一間獲證監會發牌從事證券交易的持牌法團或註冊機構的獨立帳戶內作穩妥保管, 而該帳戶須指定為信託帳戶或客戶帳戶並在香港開立及維持。
- 4.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.  
倘證券未以本人 / 吾等的名義註冊, 閣下於收到該等證券所獲派的任何股息或其他利益時, 須按本人 / 吾等與 閣下的協議記入本人 / 吾等的戶口或支付予或轉賬予本人 / 吾等。倘該等證券屬於 閣下代客戶持有較大數量的同一證券的一部份, 本人 / 吾等有權按本人 / 吾等所佔的比例獲得該等證券的利益。
- 4.3 You do not have my/our written authority under section 7(2) of the Securities and Futures (Client Securities) Rules (Cap. 571 sub. leg.) to apply any of my/our securities in question pursuant to a securities borrowing and lending agreement.  
本人 / 吾等並無根據《證券及期貨(客戶證券)規則》(第 571 章附屬條例) 第 7(2) 條以書面授權 閣下根據證券借貸協議運用任何有關本人 / 吾等的證券。

#### 5. Cash held for me/us 代本人 / 吾等保管的現金

- 5.1 Any cash which are received or held by you in Hong Kong on my/our behalf, other than cash received by you in respect of Transactions and which is on-paid for settlement purposes or payable to me/us, shall be credited to one or more segregated accounts, each of which shall be designated as a trust account or client account, established and maintained in Hong Kong with an authorized financial institution or with any other person approved by the SFC.  
由 閣下代本人 / 吾等在香港收取或持有的現金(此等現金不包括 閣下就交易取得, 而且須為交收而轉付或轉付予本人 / 吾等保管的現金), 須存入 閣下在認可財務機構或在任何獲證監會核准的人士處所開立一個或多於一個的獨立帳戶內, 而每個該等帳戶均須指定為信託帳戶或客戶帳戶並在香港開立及維持。
- 5.2 For the purpose of section 6 of the Securities and Futures (Client Money) Rules (Cap.571 sub. leg.), I/we hereby agree that you shall be entitled to receive for your own benefits all sums derived by way of interest on all amounts held in the Account for or on account of me/us.  
為符合《證券及期貨(客戶款項)規則》(第 571 章附屬條件) 第 6 條, 本人 / 吾等茲同意 閣下有權為本身利益收取在戶口中所有為或代本人 / 吾等持有的款項所產生的全部利息款額。

#### 6. Set-off 抵銷

- 6.1 I/We hereby irrevocably direct you to set-off and withhold from and apply any securities, receivables and monies held on my/our behalf or for our account against in whole or partial payment of any sum or liability owned by me/us to you.  
本人 / 吾等現向 閣下作出不可撤回之指示, 以戶口所持有之任何證券、應收款項及金錢抵銷、扣除及利用該等證券、應收款項或金錢, 以全數或部份支付本人 / 吾等欠 閣下之任何款項或負債。
- 6.2 You may at any time combine or consolidate the account with any other accounts held by me/us with you and set-off any sum standing to the credit of any one or more such accounts against any obligations or liabilities or whatsoever nature owing to you in respect of such accounts.  
閣下可隨時將戶口與本人 / 吾等在 閣下處持有之任何其他戶口結合或合併, 將任何一個或以上該等戶口貸方之任何款額抵銷該等戶口欠 閣下不論任何性質之債務或負債。
- 6.3 All securities held for my/our Account shall be subject to a general right of disposal in your favour, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us.  
Without prejudice to other authorities granted to you hereof, you are authorized to apply at any time, without prior notice to me/us, any credit balances (including amount payable to me/us arising from the sale Transaction) in any currencies to which I/we am/are at any time beneficially entitled on this Account and any accounts opened with you to set-off against any liabilities owed to you (including amount receivable from me/us arising from the purchase Transaction); and dispose of securities held for me/us for the purpose of settling any of the amounts payable by me/us to you.  
所有本人 / 吾等戶口內的證券均受制於 閣下的全面處置權, 以確保本人 / 吾等履行對 閣下代本人 / 吾等買賣證券而產生的責任。  
在不影響本協議給予 閣下其他授權的情況下, 本人 / 吾等特此授權 閣下可於任何時間而無須通知本人 / 吾等, 運用本人 / 吾等於 閣下開設此戶口及任何其他戶口的任何幣值結餘 (包括因賣出交易而需支付本人 / 吾等的款項) 抵銷任何本人 / 吾等對 閣下之負債 (包括因買入交易而需向本人 / 吾等收取的款項); 及處置本人 / 吾等持有的證券作為清償本人 / 吾等應支付 閣下的款項。

#### 7. Risk Disclosure Statement 風險披露聲明書

##### 7.1 RISK OF SECURITIES TRADING

###### 證券交易的風險

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

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

## 7.2 RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

### 買賣創業板股份的風險

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

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

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

本人 / 吾等只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

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

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

I/We should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM Stocks.

假如本人 / 吾等對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的专业意見。

## 7.3 RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

### 在香港以外地方收取或持有的客戶資產的風險

My/our assets received or held by you outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (CAP.571) and the rules made thereunder. Consequently, such my/our assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

閣下在香港以外地方收取或持有本人 / 吾等的資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關本人 / 吾等的資產將可能不會享有賦予在香港收取或持有的客戶資產相同保障。

## 7.4 RISK OF PROVIDING AN AUTHORITY TO REPLEDGE MY/OUR SECURITIES COLLATERAL ETC.

### 提供將本人 / 吾等的證券抵押品等再質押的授權書的風險

a. There is risk if I/we provide you with an authority that allows you to apply my/our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge my/our securities collateral for financial accommodation or deposit my/our securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向閣下提供授權書，容許其按照某份證券借貸協議書使用本人 / 吾等的證券或證券抵押品、將本人 / 吾等的證券抵押品再質押以取得財務通融，或將本人 / 吾等的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

b. If my/our securities or securities collateral are received or held by you in Hong Kong, the above arrangement is allowed only if I/we consent in writing. Moreover, unless I/we am/are a professional investor, my/our authority must specify the period for which it is current and be limited to not more than 12 months. If I/we am/are a professional investor, these restrictions do not apply.

假如本人 / 吾等的證券或證券抵押品是由閣下在香港收取或持有的，則上述安排僅限於本人 / 吾等已就此給予書面同意的情況下方行有效。此外，除非本人 / 吾等是專業投資者，本人 / 吾等的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若本人 / 吾等是專業投資者，則有關限制並不適用。

c. Additionally, my/our authority may be deemed to be renewed (i.e. without my/our written consent) if you issue me/us a reminder at least 14 days prior to the expiry of the authority, and I/we do not object to such deemed renewal before the expiry date of my/our then existing authority.

此外，假如閣下有關於授權的期限滿前最少 14 日向本人 / 吾等發出有關授權將被視為已續期的提示，而本人 / 吾等對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則本人 / 吾等的授權書會在沒有本人 / 吾等的書面同意下被視為已續期。

d. I/We am/are not required by any law to sign these authorities. But an authority may be required by you, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. You should explain to me/us the purposes for which one of these authorities is to be used.

現時並無任何法例規定本人 / 吾等必須簽署這些授權書。然而，閣下可能需要授權書，以便例如向本人 / 吾等提供保證金貸款或獲准將本人 / 吾等的證券或證券抵押品借出予第三者或作為抵押品存放於第三方。有關閣下應向本人 / 吾等闡釋將為何種目的而使用授權書。

e. If I/we sign one of these authorities and my/our securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on my/our securities or securities collateral. Although you are responsible to me/us for securities or securities collateral lent or deposited under my/our authority, a default by it could result in the loss of my/our securities or securities collateral.

倘若本人 / 吾等簽署授權書，而本人 / 吾等的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人 / 吾等的證券或證券抵押品具有留置權或作出押記。雖然有關閣下根據本人 / 吾等的授權書而借出或存放屬於本人 / 吾等的證券或證券抵押品須對本人 / 吾等負責，但上述閣下的違責行為可能會導致本人 / 吾等損失本人 / 吾等的證券或證券抵押品。

f. A cash account not involving securities borrowing and lending is available from you and most licensed or registered persons. If I/we do not require margin facilities or do not wish my/our securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

閣下及大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶。假如本人 / 吾等毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金帳戶。

## 7.5 RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

### 提供代存郵件或將郵件轉交第三方的授權書的風險

If I/we provide you with an authority to hold mail or to direct mail to third parties, it is important for me/us to promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如本人 / 吾等向閣下提供授權書，允許閣下代存郵件或將郵件轉交予第三方，那麼本人 / 吾等便須盡速親身收取所有關於本人 / 吾等帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

## 8. General 一般規定

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

倘閣下沒有依照本協議書的規定履行本人 / 吾等的責任，本人 / 吾等有權向根據《證券及期貨條例(第 571 章)》成立的投資者賠償基金索償，惟須受投資者賠償基金不時的條款制約。

8.2 You will notify me/us of material changes in respect or your business which may affect the services you provide to me/us.

倘閣下的業務有重大變更，並且可能影響閣下為本人 / 吾等提供的服務，閣下將會通知本人 / 吾等。

8.3 I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained to me/us in a language that I/we understand.

本人/吾等確認本人/吾等已詳閱並同意本協議書的條款，而且該等條款已經以本人/吾等明白的語言向本人解釋。

8.4 Where I/We consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.

倘本人/吾等為一人以上，則各人須承擔共同及個別責任，且本人/吾等一詞將按文義詮釋，包括任何一人或各人在內，而閣下將有權與其中任何人士個別往來交易，包括在任何程度上解除某人之責任而不影響其他人應負之責任。

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

本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。

DATE this \_\_\_\_\_

SIGNED BY

Name of Client

客戶名稱 / 姓名 \_\_\_\_\_



Authorized Signature / Business Chop 客戶簽署 / 公司蓋章

in the presence of 見證人

Witness 見證人

Name 姓名

Address 地址

Occupation 職業

Witness Signature 見證人簽署

ACKNOWLEDGED AND ACCEPTED BY)

**METRO CAPITAL SECURITIES LIMITED**

經由美高證券有限公司承認及接納

Authorized Signature / Business Chop 公司蓋章

#### Acknowledgement by Client 客戶確認

I/We acknowledge and confirm that the contents of the Client's Agreement and the above Risk Disclosure Statement have been fully explained to me/us in a language which I/we understand. I/We also acknowledge that there is risk in relation to securities trading (both on Main Board and GEM).

本人/吾等特此確認客戶協議書及以上之風險披露聲明書的內容經已全部以本人/吾等明白之語言向本人/吾等解釋清楚。本人/吾等亦知悉主板及創業板市場之股票買賣的存在風險。

I/We understand that I/we shall seek independent professional advice if I/we am/are uncertain of any terms and conditions risk stated therein and the risk involved.

本人/吾等亦明白如本人/吾等對該協議書內的條款或所涉及的風險有不明確之處，本人/吾等應徵求獨立專業意見。



Signature of client(s) 客戶簽署

Date 日期

#### Declaration by Registered Person 註冊人的聲明

I \_\_\_\_\_ (CE No.: \_\_\_\_\_), hereby confirm that I have fully explained the terms and conditions of the Client's Agreement and disclose the risk in relation to securities trading (both on the Main Board and GEM) to the aforesaid client at \_\_\_\_\_ in a language which the client understands. I have also invited the client to ask questions and take independent professional advice if the client wishes.

本人 \_\_\_\_\_ (CE 編號: \_\_\_\_\_) 藉此確認本人經已於 \_\_\_\_\_ 按上述客戶明白的語言向其清楚說明客戶協議書內的條款，並向客戶披露主板及創業板市場之股票買賣的存在風險。本人並且邀請客戶提出問題及徵求獨立專業意見（如客戶有此意願）。

Signature of Registered Person 註冊人簽署

Date 日期