

ACCOUNT OPENING FORM 開戶申請表格

(Corporate Account 公司帳戶)

Client Type 客戶類別	<input type="checkbox"/> Corporate Account 公司帳戶
Type of Account 帳戶類別	<input type="checkbox"/> Securities Trading (Cash) / <input type="checkbox"/> Securities Trading (Margin) 證券交易帳戶 (現金) / 證券交易帳戶 (孖展融資)
	<input type="checkbox"/> Futures Trading (Additional) 期貨交易帳戶 (附加)

Return ORIGINAL Form

請交回此申請表正本

Apply Ref.
申請表編號

BOOM Account No.
BOOM 帳戶號碼

Futures Trading Account No.
期貨交易帳戶號碼

Applicant's Information 申請公司資料

1. Company Name 公司名稱	English Name 英文名稱 (Use block letters 請以正楷填寫)	Chinese Name 中文名稱 (If applicable 如適用)
2. Name of Account 帳戶名稱	 (Use block letters 請以正楷填寫)	3. Place of Incorporation 註冊成立地 (Country 國家)
4. Principal Place of Business 主要營運地點	 (Country 國家)	5. Form of Incorporation 公司註冊屬性 (Please ✓ one 請選擇一項) <input type="checkbox"/> Private Limited Company 私人有限公司 <input type="checkbox"/> Public Limited Company 公眾有限公司 <input type="checkbox"/> Partnership 合伙公司 <input type="checkbox"/> Trust 信託 <input type="checkbox"/> Others, please specify 其他, 請列明
6. Business Nature 業務性質		
7. CI / Company No 公司註冊編號		8. Registered Office Address 公司註冊地址 City & Province 城市及省份 Country 國家
9. Year of Incorporation 成立年份	 (Year 年)	Postal Code 郵政編號
10. No. of Employees 職員人數		

Corporate Structure 公司結構

11. Share Capital 股本資料

Issued Capital 已發行股本	<input type="checkbox"/> Fully Paid 已繳足 <input type="checkbox"/> Partly Paid 未繳足	No. of Issued Shares 已發行股份數量	Shares 股
Capital Amount 股本款額	Currency 貨幣	Paid-up 已繳股本 \$	+ Unpaid 未繳股本 \$ = Total Amount 總款額 \$

12. Do you have any subsidiary companies, which you held 50% or more of their voting rights?
申請公司有沒有擁有超過 50% 投票權的子公司?

<input type="checkbox"/> No 否	<input type="checkbox"/> Yes, please specify. 是, 請列明。	<input type="checkbox"/> Attach a list of all subsidiaries (if there're more than one) 附上所有子公司列表 (如超過一間子公司)。			
<table><tr><td>Name of Subsidiary Company 子公司名稱</td><td>CI / Company No 公司註冊編號</td><td>Place of Incorporation 註冊成立的地方 (Country 國家)</td></tr></table>			Name of Subsidiary Company 子公司名稱	CI / Company No 公司註冊編號	Place of Incorporation 註冊成立的地方 (Country 國家)
Name of Subsidiary Company 子公司名稱	CI / Company No 公司註冊編號	Place of Incorporation 註冊成立的地方 (Country 國家)			

Contact Details 聯絡資料

13. Name of Contact Person 聯絡人姓名	Surname (English) 英文姓氏		First & Middle Name (English) 英文名稱	
	(Use block letters 請以正楷填寫)			
14. Telephone No. 電話號碼	+		-	
	15. Fax No. 傳真號碼			
16. Email 電郵地址				
	(Use for all major account communications 用作帳戶所有主要聯繫)			
17. Correspondence Address 通訊地址	(P.O. Box not accepted) (郵箱號碼恕不接受)			
	<input type="checkbox"/> Attach proof of address (a copy of bank account statement showing co. name and address) 附上地址證明 (載有申請公司名稱及地址的銀行月結單副本)			
	City & Province 城市及省份			
	Country 國家		Postal Code 郵政編號	

Delivery of Account Statements 遞送帳戶結單

18. Preferred Communication Language 主要通訊語言	<input type="checkbox"/> English 英文	<input type="checkbox"/> Chinese 中文
19. Delivery of Transaction Records ¹ 交易紀錄的傳送 ¹	Daily Activity Statements ² 日結單 ²	Monthly Activity Statements ² 月結單 ²
	<input type="checkbox"/> Send by email 以電郵傳送 <input type="checkbox"/> Send by post 以郵遞傳送	<input type="checkbox"/> Send by email 以電郵傳送 <input type="checkbox"/> Send by post ³ 以郵遞傳送 ³ (Handling Fee HKD 10) (行政費港幣 10 元)
Remarks to Part 19: 第 19 項註釋：	1. Account Notifications (include trade confirmations and corporate action notices) are sent to you by email only. 帳戶通知 (包括交易確認及公司行動的通知)，將僅以電郵方式發送予閣下。 2. Daily Activity Statements also serves as contract notes. Daily and Monthly Activity Statements are also accessible online. 日結單亦等同成交單據。閣下可隨時經網上查詢日結單及月結單。 3. If your email is undeliverable, BOOM will send statements to you by post. A handling fee of HKD 10 will be charged to your BOOM account for each Monthly Activity Statement mailed to you. 如電子郵件無法傳送到閣下的電郵帳戶，BOOM 會改以郵寄帳戶結單給閣下。郵寄月結單列印版本的行政費為每份港幣 10 元，費用會從閣下的 BOOM 帳戶收取。	

Guarantor 擔保人 (For Corporate Margin Account Application Only) (只適用於申請公司孖展 (融資) 帳戶)

20. Guarantor's Information 擔保人資料	Title 稱謂	<input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Ms. 小姐 <input type="checkbox"/> Mrs. 太太 <input type="checkbox"/> Dr. 博士	Telephone No. 電話號碼	+		-	
	Surname 英文姓氏		First & Middle Name 英文名稱				
		For Securities Margin Account or Futures Trading Account Application, please attach the following: 如申請證券孖展 (融資) 帳戶或期貨交易帳戶，請附上以下文件：					
		<input type="checkbox"/> Completed "Guarantor Information" 已填寫的「擔保人資料」表格		<input type="checkbox"/> Signed "Guarantor Agreement" 已簽署的「擔保書」			
		<input type="checkbox"/> Certified Copy of Guarantor's Official ID 擔保人身份證明文件經核證之真實副本		<input type="checkbox"/> Guarantor's Address Proof 擔保人的地址證明			

Key Person(s) 主要人士

21. Total No. of Key Person(s) 主要人士總人數	Key Person(s) include all Individual Director(s), Individual Shareholder(s), Beneficial Owner(s) and Authorized Person(s). 主要人士包括 所有 個人董事、個人股東、實益擁有人及 獲授權人。	Total No. of Key Person(s) 主要人士總人數	Total 共		Person(s) 位
22. Particulars of Key Person(s) 主要人士的資料	Please fill-in information of EACH of the Key Person(s) at "Section A: Particulars of Key Person(s)". Please make extra copies of Section A if necessary. 請於「甲部：主要人士資料」填寫 每位 主要人士的資料。如超過一位主要人士，請自行複印加頁。	Attach "Section A: Particulars of Key Person(s)" 附上「甲部：主要人士資料」	Total 共		Set(s) 份

Ultimate Beneficiary Declaration 有關最終實益擁有人的聲明

(This section is NOT applicable to listed company, regulated financial institution, government/public body, regulated investment vehicle.
(不適用於上市公司、受監管金融機構、政府或公共機關、受監管投資工具。))

23. Are all the shares of the Applicant held by Individual Shareholder(s)? 申請公司的股份是否全數由個人股東持有？

☐ Yes 是 ☐ No, please specify. 否，請列明。

Name of Ultimate Holding Company
最終控股公司名稱

Place of Incorporation
註冊成立的地方

(Country 國家)

☐ Attach Organization Chart showing the Applicant's shareholding (ownership) structure.
附上「組織架構圖」以顯示申請公司的股份（擁有權）結構。

24. Individual Shareholder(s) and Beneficial Owner(s) 個人股東及實益擁有人

Individual Shareholder(s) of the Applicant and the Ultimate Holding Company 持有申請公司或最終控股公司股份的個人股東

% of Shares Held
持有股份的百分比

Beneficial Owner(s) who enjoy the ultimate benefits through the Nominee(s) 經代理人持有帳戶利益的最終實益擁有人

Name of Ind. Shareholder
個人股東姓名

Section A: Particulars of Key Person(s)
「甲部：主要人士資料」

Total
總數

Directly Held as Beneficiary
直接持有帳戶實益

Held Shares as Nominee #
以代理人身份#持有

Name of Beneficial Owner(s)
實益擁有人姓名

Section A: Particulars of Key Person(s)
「甲部：主要人士資料」

	Page No. 第 頁	% = % + %	on half of 代表		Page No. 第 頁
	Page No. 第 頁	% = % + %	on half of 代表		Page No. 第 頁
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	Page No. 第 頁	% = % + %	on half of 代表		Page No. 第 頁

Total 共

Person 人

100 %

Total 共

Person 人

Important: "Beneficial Owner" refers to the natural person(s) who stand(s) to gain the commercial or economic benefit of the transactions and/or to bear its / their commercial or economic risk.

重要資訊：實益擁有人（Beneficial Owner）指收取交易所帶來的商業或經濟利益及／或承擔其商業或經濟風險的人士。

If an Individual Shareholder is only acting as a nominee of the Ultimate Beneficial Owner(s), please provide information of such person.
倘若個人股東只屬「代理人」（nominee）而不是此 BOOM 帳戶的實益擁有人，請提供實益擁有人的個人資料。

Designated Bank Account(s) 指定銀行帳戶

(Information provided below is to register the Applicant's bank account(s) for giving funds withdrawal instructions online or by phone.)
(以下資料用作登記申請公司的銀行帳戶，以便閣下可透過網上或電話方式給予資金提取的指令。)

Bank account(s) must be held by the BOOM account holder (See Part 1). Transfer to third party bank account is not allowed and will not be handled.
銀行帳戶必須由帳戶持有人持有（見第 1 項）。我們不接受亦不會處理將資金過戶至第三者銀行帳戶的要求。

25. Name of Bank Account Holder
帳戶持有人名稱

26. IBAN / Bank Account Number
IBAN / 銀行帳戶號碼

27. Currency (Please ✓ one)
貨幣 (請選擇一項)

Note: RMB transfer will be rejected by your bank if your bank account is not RMB-denominated. Bank charges incurred is not refundable.
注意：如您持有銀行帳戶並不是人民幣結餘帳戶，銀行將會拒絕將人民幣存入。而因此收取的銀行手續費將不會獲得退還。

28. Bank Name
銀行名稱

29. Swift Code / Routing Number
Swift 號碼 / 匯款路徑號碼

30. Bank Address (in full)
銀行地址（全寫）

☐ Attach Form W-9 (if the bank account(s) are set up in U.S.)
提供表格 W-9（如銀行帳戶設於美國）

Designated Bank Account #1
指定銀行帳戶 #1

Designated Bank Account #2
指定銀行帳戶 #2

☐ Single-currency (Please specify)
單一貨幣 (請註明)

☐ Multi-currency (☐ incl. RMB 包括人民幣)
多種貨幣

☐ Single-currency (Please specify)
單一貨幣 (請註明)

☐ Multi-currency (☐ incl. RMB 包括人民幣)
多種貨幣

(If applicable 如適用)

(If applicable 如適用)

(Country 國家)

(Country 國家)

Where Did You Hear About BOOM 認識 BOOM 的途徑

31. Where did you hear about BOOM? (Please ✓ all applicable)
您從哪些途徑認識 BOOM? (可選擇多項)

Coupon Code (if any)
推廣碼 (如有)

☐ TV
電視

☐ TVB Jade 無線翡翠台
☐ Now TV

☐ TVB Finance 無線財經台
☐ ViuTV

☐ TVB News 無線新聞台
☐ MyTV Super

☐ NowTV APP

☐ Others, please specify 其他，請註明 _____

☐ Radio
電台

☐ Fairchild Radio 加拿大中文電台 1430

☐ Others, please specify 其他，請註明 _____

☐ Social Media
社交媒體

☐ Facebook

☐ WeChat 微信

☐ YouTube

☐ Others, please specify 其他，請註明 _____

☐ Online Media
網絡媒體及網站

☐ Economic Times 經濟日報

☐ Oriental Daily 東方日報

☐ Economic Journal 信報

☐ iMoney 智富雜誌

☐ Others, please specify 其他，請註明 _____

☐ Internet
互聯網

☐ ET Net 經濟通

☐ AASTocks

☐ Google Search 搜尋

☐ Banner Ad 網上廣告

☐ Tasty Money (Leung Sam Yan) 小炒王國 (梁心欣)

☐ Others, please specify 其他，請註明 _____

☐ Others
其他途徑

☐ Webinar 網上投資講座

☐ Recycle Bag 環保袋

☐ MTR AD 港鐵廣告

☐ Outdoor ad. 戶外推廣廣告

☐ Others, please specify 其他，請註明 _____

☐ Referrer 推薦人

☐ Referred by friends 親友推薦

☐ Referred by BOOM member. Member's name

BOOM 會員推薦：會員姓名 _____

☐ Others, please specify 其他，請註明 _____

Investment & Customer Profile 投資紀錄及客戶概況

(The information of financial situation, investment experience, investment objectives and source of funds/wealth are collected for reference only. This is to comply with the Code of Conduct of Securities and Futures Commission (SFC) in Hong Kong. 有關財政狀況、投資經驗、投資目標及資金/財富來源的資料僅作參考之用。此為了遵守香港證券及期貨事務監察委員會（證監會）所訂立的操守準則。)

32. Investment Objective 投資目標

- | | |
|--|-----------------------|
| <input type="checkbox"/> Capital Preservation - Low Risk / Return | 保本 - 低風險 / 低回報 |
| <input type="checkbox"/> Controlled Growth - Moderate Risk / Return | 穩步增長 - 適度風險 / 適度回報 |
| <input type="checkbox"/> Speculative / Short-term - High Risk / Return | 投機 / 短線投資 - 高風險 / 高回報 |
| <input type="checkbox"/> Combination of Moderate to High Return | 適度至高回報組合 |

33. Investment Knowledge 投資知識

- ☐ None 缺乏 ☐ Fair 一般 ☐ Good 良好 ☐ Extensive 豐富

34. Investment Experience 投資經驗

- ☐ None 缺乏 ☐ Fair 一般 ☐ Good 良好 ☐ Extensive 豐富

35. Type of Investments You Have 閣下擁有的投資類別 (Please ✓ all applicable 可選擇多項)

- | | |
|--|---|
| <input type="checkbox"/> Equity 股票 | <input type="checkbox"/> Equity Warrants 認股證 |
| <input type="checkbox"/> Equity Options 股票期權 | <input type="checkbox"/> Foreign Exchange 外匯 |
| <input type="checkbox"/> Foreign Exchange Options 外匯期權 | <input type="checkbox"/> Corporate Bonds 公司債券 |
| <input type="checkbox"/> Government Bonds 政府債券 | <input type="checkbox"/> Mutual Funds 互惠基金 |
| <input type="checkbox"/> Index Options 指數期權 | <input type="checkbox"/> Futures 期貨 |

36. Annual Income (HKD) 每年入息 (以港元為單位)

- | | |
|--|--|
| <input type="checkbox"/> Below \$5 mil 五百萬以下 | <input type="checkbox"/> \$5 mil - \$20 mil 五百萬至二千萬 |
| <input type="checkbox"/> \$20 mil - \$100 mil 二千萬元至一億元 | <input type="checkbox"/> \$100 mil - \$300 mil 一億元至三億元 |
| <input type="checkbox"/> \$300 mil or above 三億元或以上 | |

37. Liquid Net Worth (HKD) 流動資產淨值 (以港元為單位)

- | | |
|--|--|
| <input type="checkbox"/> Below \$8 mil 八百萬以下 | <input type="checkbox"/> \$8 mil - \$20 mil * 八百萬元至二千萬元 * |
| <input type="checkbox"/> \$20 mil - \$100 mil * 二千萬元至一億元 * | <input type="checkbox"/> \$100 mil - \$300 mil * 一億元至三億元 * |
| <input type="checkbox"/> \$300 mil or above * 三億元或以上 * | |
- * If selected, BOOM may send you information regarding offers of investments exclusive for Professional Investors. 如選擇此項，BOOM 會發給閣下一些僅供「專業投資者」享用的投資產品資料。

38. Source of Funds / Wealth 資金 / 財富來源¹ (Supporting Info might be requested 可能需要提供附加資料)

39. Country of Sources of Funds / Wealth 資金 / 財富來源地

40. Purpose of Opening a BOOM Account 開設 BOOM 帳戶的目的

41. Anticipated Level of Trading Activity in the BOOM account 估計將會在 BOOM 帳戶進行的交易頻率

Number of Trades 交易次數	<div></div> per annum 按年度	Volume of Transactions (HKD) 交易金額 (以港元為單位)	<div></div> per annum 按年度
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Remarks to Part 38: 1. We might request you to provide supplementary information to explain / support the source of funds / wealth you have indicated. 我們可能要求閣下提供附加資料用以解釋閣下的資金 / 財富來源。
第 38 項註釋：

Declaration by Staff 職員聲明 (A Licensed or Registered Person) (已登記及註冊人士)

☐ For Securities Trading Account Application 證券交易帳戶的申請

I, the undersigned, confirm that the **Risk Disclosures** as set out in Clause 25 and Clause 10 of Schedule 4 of the **Securities Client Agreement** have been provided to the client in a language of one's choice (English and Chinese), and the client was invited to read and ask questions and to take independent advice, if the client so wishes.

本人，下述簽署註冊人士，確認已將申請人所選擇語言之文本（英文或中文）的「證券客戶協議」內第 25 條及附件四第 10 段所列的「風險披露」提供予申請人。並建議申請人閱讀上述「風險披露」，提出問題及在有需要時，徵求獨立意見。

☐ For Futures Trading Account Application 申請期貨交易帳戶 (If Applicable 如適用)

I, the undersigned, confirm that the **Risk Disclosures** as set out in Clause 26 of the **Futures Client Agreement** have been provided to the client in a language of one's choice (English and Chinese), and the client was invited to read and ask questions and to take independent advice, if the client so wishes.

本人，下述簽署註冊人士，確認已將申請人所選擇語言之文本（英文或中文）的「期貨客戶協議」內第 26 條所列的「風險披露」提供予申請人。並建議申請人閱讀上述「風險披露」，提出問題及在有需要時，徵求獨立意見。

Name of Staff 職員姓名

(Use block letters 請以正楷填寫)

Signature of Staff 職員簽署

CE No. CE 編號

(Use block letters 請以正楷填寫)

Date 日期

(YYYY/MM/DD 年/月/日)

Client Declaration and Signature(s) 客戶聲明及簽署

42. Acknowledgement regarding Risk Disclosure Statement 關於風險披露聲明的確認

☐ For Securities Trading Account Application 申請證券交易帳戶

The **Risk Disclosures** as set out in the following Clause(s) of the Monex Boom Securities (HK) Limited: **Securities Client Agreement (January 2018 Edition)** ("the Securities Client Agreement") were provided to us in a language of our choice (English or Chinese) and we were invited to read, to ask questions and take independent advice if we so wish:

- Clause 25 of the Securities Client Agreement; and
- Clause 10 of Schedule 4: China Connect Service Supplement.

有關寶盛證券（香港）有限公司：證券客戶協議（二零一八年一月版）（「證券客戶協議」）內下列條款所列的「風險披露」，本公司已獲提供所選擇語言之文本（英文或中文），並已獲建議閱讀此等「風險披露」，提出問題及在有需要時，徵求獨立意見：

- 「證券客戶協議」內第 25 條；及
- 「附件四：中華通服務附件」內第 10 段。

☐ For Futures Trading Account Application 申請期貨交易帳戶 (If Applicable 如適用)

The **Risk Disclosures** as set out in the following Clause(s) of the Monex Boom Securities (HK) Limited: **Futures Client Agreement (January 2018 Edition)** ("the Futures Client Agreement") were provided to us in a language of our choice (English or Chinese) and we were invited to read, to ask questions and take independent advice if we so wish:

- Clause 26 of the Futures Client Agreement.

有關寶盛證券（香港）有限公司：期貨客戶協議（二零一八年一月版）（「期貨客戶協議」）內下列條款所列的「風險披露」，本公司已獲提供所選擇語言之文本（英文或中文），並已獲建議閱讀此等「風險披露」，提出問題及在有需要時，徵求獨立意見：

- 「期貨客戶協議」內第 26 條。

43. Acknowledgement regarding Accuracy of Information provided 關於提供準確資料的確認

- ☐ We, the undersigned, declare and represent that we have examined the information as provided by us on this form are true, correct and complete and that the representations made by us are accurate. BOOM is warranted to rely fully on such information and representations for all purposes, unless BOOM receives notice in writing of any change.

本公司同意本申請表的資料均屬真實及正確。除非 BOOM 收到任何客戶資料改變的書面通知，BOOM 完全可以依靠這些資料及陳述作任何目的。

44. Acknowledgement regarding Use of Information provided 關於使用所提供資料的確認

- ☐ We agree and consent that the personal data in relation to any individual(s) provided to BOOM may be used, disclosed and/or transferred by BOOM for such purposes and to such persons in accordance with BOOM's Privacy Policy on BOOM's website. We understand that, we may arrange to be excluded from any of BOOM's future promotional mailings, at any time and without charges, by giving notification in writing to BOOM.

本公司同意，本申請表內所披露之個人資料，可供 BOOM 進行核對 / 行政程序，或其他用途根據 BOOM 網站上的個人資料收集聲明。本公司明白，本公司只須致函 BOOM，即可隨時免費選擇不收取 BOOM 以後任何的宣傳郵件。

45. Execution of Agreement(s) 同意受協議條款所約束

☐ For Securities Trading Account Application 申請證券交易帳戶

We, the undersigned, have read and fully understood the attached provisions of the **Securities Client Agreement**, which have been provided to us in a language of my/our choice (English or Chinese). I/We accept and agree to be bound by the Securities Client Agreement in full as it may be amended from time to time.

本公司，下述簽署客戶，已閱讀過及完全明白附上的、由本公司所選擇語言之文本（英文或中文）的「證券客戶協議」之條款。本公司接受及同意受該「證券客戶協議」現時有效及不時修改的條款所約束。

☐ For Futures Trading Account Application 申請期貨交易帳戶 (If Applicable 如適用)

We, the undersigned, have read and fully understood the attached provisions of the **Futures Client Agreement**, which have been provided to us in a language of my/our choice (English or Chinese). I/We accept and agree to be bound by the Futures Client Agreement in full as it may be amended from time to time.

本公司，下述簽署客戶，已閱讀過及完全明白附上的、由本公司所選擇語言之文本（英文或中文）的「期貨客戶協議」之條款。本公司接受及同意受該「期貨客戶協議」現時有效及不時修改的條款所約束。

Corporate Applicant (Corporate Account) 申請公司 (公司帳戶)

Co. Name
公司名稱

Director's Signature(s) & Company Chop 董事簽署及公司印章

Date 日期 (YYYY/MM/DD 年/月/日)

46. Witness' Signature 見證人的簽署

(* Please delete as appropriate.)

(* 刪去不適用者)

I am a* BOOM employee / Justice of Peace / branch manager of a licensed bank / lawyer / certified public accountant (practicing) / chartered secretary / notary public / SFC licensed or registered person accredited to the intermediary named below. I hereby certify that on the date above written in Part 45, this account application (including Director's Signature(s) above and the Specimen Signature(s) at "Section A: List of Key Person(s)") was signed by the Director(s) and Authorized Person(s) (if applicable) (who each of them had been previously identified by production of the original of his / her Identity Card or Passport to me) before me and the Company Chop of the Applicant was affixed to this account application in my presence.

本人乃* BOOM 僱員 / 太平紳士 / 持牌銀行分行經理 / 律師 / 執業會計師 / 執業特許秘書 / 公證人 / 隸屬以下所指名之中介團體之證監會持牌或註冊人士。本人現證實：於以上在第 45 項所寫的日期當日，本開戶申請表（包括由董事簽訂上述一欄及由獲授權人簽署「甲部：主要人士列表」中的簽名樣式）乃由董事及獲授權人（如適用）（當中每位人士的身份已根據其向本人出示之身份證或護照正本作核實）於本人面前簽訂，以及在本人面前將申請人之公司印章蓋於本開戶申請表上。

Name of Witness 見證人姓名

Title of Witness 見證人銜頭

Witness' Signature
見證人簽署

Date (YYYY/MM/DD)
日期 (年/月/日)

CE No. of Witness (if applicable)
見證人之中央編號 (如適用)

Name and CE No. of the intermediary to which the Witness is accredited (if applicable)
見證人所隸屬之中介團體名稱及中央編號 (如適用)

Section A: Particulars of Key Person(s) 甲部：主要人士資料

(EACH Key Person(s) shall complete a copy.
Please make copy of this form if necessary.)
(每位主要人士各須填寫一頁。如有超過一位主要人士，請自行複印加頁。)

Set No.
第

份

1. Key Person Type 主要人士類別

(Please ✓ all applicable 可選擇多項)

- ☐ 1. Director 董事 ☐ 2. Ind. Shareholder 個人股東
☐ 3. Beneficial Owner 實益擁有人 ☐ 4. Authorized Person 獲授權人

Basic Information 基本資料

2. Name 姓名

- ☐ Mr. 先生
☐ Ms. 小姐
☐ Mrs. 太太
☐ Dr. 博士

English Name
英文姓名

Chinese Name
中文姓名

(Use block letters 請以正楷填寫)

3. Gender 性別

- ☐ Male 男
☐ Female 女

4. Position 職銜

Citizenship & Identity 國籍及個人身份

5. Citizenship 國籍

(Country 國家)

6. Date of Birth 出生日期

Year 年 Month 月 Day 日

7. Place of Birth 出生地

(Country 國家)

8. Official ID 身份證明文件

* If you don't have any of the Official ID Type listed below, please check with BOOM for other types of acceptable photo ID.
假如閣下沒有以上證件，請聯絡 BOOM 查詢其他可接受的身份證明文件種類。

Type 種類
(Please ✓ one)
(請選擇一項)

- ☐ HKID 香港身份證 ☐ Chinese Citizens ID 中國公民身份證
☐ Passport 個人護照 ☐ Macau PR ID 澳門永久居民身份證
☐ Others*, please specify 其他*，請列明

ID No.
證件號碼

☐ Attach official ID copy
附上身份證明文件副本

Issue
Country
證件簽發地

9. Residential Address 現居地址

(P.O. Box not accepted)
(郵箱號碼恕不接受)

Address 地址

☐ Attach proof of
residential address
附上住址證明副本

Country 國家

Postal Code 郵政編號

10. Are you an employee of a company registered with the Securities and Futures Commission (SFC) of Hong Kong? 閣下是否香港證券及期貨事務監察委員會(證監會)註冊之公司之僱員?

- ☐ No 否 ☐ Yes 是 ☐ Attach a written consent from your employer.
請提供閣下僱主的書面同意書。

11. Are you a relative of any BOOM employee or Director? 閣下是否與 BOOM 之僱員/董事有任何關係?

- ☐ No 否 ☐ Yes, please specify. Name 姓名
是，請列明。
Relationship 關係

Contact Details 聯絡資料

12. Home Tel. 住宅電話

+ [] - []

13. Office Tel. 公司電話

+ [] - []

14. Mobile Tel. 手提電話

+ [] - []

15. Email 電郵地址

[]

Part 16 to Part 17 below are ONLY applicable to Ind. Shareholder(s) and Beneficial Owner(s) 以下第 16 至 17 項只適用於個人股東及實益擁有人

☐ Applicable 適用
☐ Not Applicable 不適用

16. Does your spouse maintain any account with BOOM? 閣下的配偶是否持有 BOOM 帳戶?

- ☐ No 否 ☐ Yes, please specify. Name 姓名
是，請列明。
BOOM Account Number
BOOM 帳戶號碼

17. Are you the spouse of another Ind. Shareholder or Beneficial Owner of this Account? 閣下是否與另一位個人股東/實益擁有人為配偶關係?

- ☐ No 否 ☐ Yes, please specify. Name 姓名
是，請列明。
姓名

Part 18 to Part 22 below are ONLY applicable to Authorized Person(s) 以下第 18 至 22 項只適用於獲授權人

☐ Applicable 適用
☐ Not Applicable 不適用

The person below (an "Authorized Person"), as appointed in the Board Resolutions, is authorized to give instruction, to operate and/or to trade on behalf of the Corporate Account. 按董事局決議記錄，以下人士(「獲授權人」)，獲授權代表本公司發出指示、操作帳戶及/或進行交易。

18. Authorized Role(s) 獲授權範圍

- ☐ (a) Place Orders 證券買賣 and 及 / or 或 ☐ (b) Authorized Signer 簽署與帳戶操作相關的指示

19. Contact Priority 聯絡人次序

Rank 第 [] 位

20. Specimen Signature 簽名樣式

[]

21. Witness's Initial 見證人簡簽

[]

Identity and Tax Residence Declaration 個人身份及稅務居民身分聲明

22. U.S. citizen, a green card holder or residing in U.S.? 是否美國公民、綠卡持有人或在美國居留？

☐ No 否 ☐ Yes* 是*

* Please provide your Taxpayer Identification Number (TIN)
請提供您的納稅人識別號碼：

		-			-			
--	--	---	--	--	---	--	--	--

23. What is the country of your tax residency¹ and Taxpayer Identification Number(s)²? 閣下的稅務居民所屬地及納稅人識別號碼 (TIN) 是什麼？

☐ Below is/are my tax resident(s) and TIN(s).
以下 是我的稅務居民所屬地及納稅人識別號碼。

☐ Not applicable.
不適用。

The country of my tax residency is not currently participating in the CRS³.
我的稅務居民所屬地 未有參加「共同匯報標準」。

Country of Tax Residence 稅務居民所屬地

TIN 納稅人識別號碼

If a TIN is not available, please explain. 倘若未能提供 TIN，請提供理由。

(1)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Country 國家)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
(2)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Country 國家)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
(3)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Country 國家)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

☐ Attach Form W-9 (applicable to U.S. taxpayer)
提供表格 W-9 (適用於美國納稅人)

Note 注意：

Important Terminologies to the section "Identity and Tax Residence Declaration"
有關「個人身份及稅務居民身分聲明」一欄的重要用語

- Tax Residence**
「稅務居民身分」
Under the CRS, we are required to determine where you are 'tax resident' (this will usually be where you are liable to pay income taxes). If your tax residence is outside Hong Kong (where your BOOM account is held), we may need to give the respective tax authorities the information in this information, along with information relating to your accounts.
根據共同匯報標準，我們須要確定閣下的納稅居住地方（這通常是閣下須要繳納利息稅的地方）。若閣下的稅務居民身分地在香港（持有 BOOM 帳戶的地方）以外，我們可能須要向相關稅務機關提供本表格的信息以及與閣下賬戶相關的信息。
- Taxpayer Identification Number ("TIN")**
「納稅人識別號碼」
It is a unique number assigned by a government to an individual or an Entity and used to identify them for tax purposes. Some governments do not issue a TIN but might use some other number such as a social security/insurance number, citizen/personal identification/service code/number, or resident registration number.
它是由政府分配給個人或機構的編號，用於識別其稅務身份。一些政府或不會發出稅務編號，但可能會使用其他身份證號碼代替，例如社會保障 / 保險編號，公民 / 個人身份號碼或居民登記號碼。
- Common Reporting Standard ("the CRS")**
「共同匯報標準」
It is a set of rules developed by the Organisation for Economic Co-operation and Development (OECD). It calls on governments participating in CRS to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis.
這是由經濟合作發展組織 (OECD) 制定的一套規定。它呼籲參與 CRS 的政府從其金融機構獲取信息，並每年自動與其他司法管轄區交換該信息。
Under the Common Reporting Standard ("the CRS"), tax authorities require financial institutions such as BOOM to collect and report certain information relating to their customers' tax statuses.
根據「共同匯報標準」（簡稱「CRS」）規定，稅務機關要求包括 BOOM 在內的財務機構，向其客戶收集及匯報若干與客戶納稅狀況相關的資料。
If you have any questions regarding your tax residency and the acceptable Taxpayer Identification Number (TIN) formats, please refer to the rules that have been published by each tax authority on the following webpages. 倘若閣下不清楚稅務居民所屬地的定義，或不清楚閣下的所屬地對納稅人識別號碼的要求，請參照以下網址查看各個稅務機關所頒布的標準。
Tax Residency Rules 稅務居民所屬地規定：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>
Tax Identification Numbers 納稅人識別號碼 (TINs)：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

Tax Residence (FATCA and CRS) Declaration 稅務居民身分 (FATCA 及 CRS) 聲明

I declare that all the information provided in this form is, to the best of my knowledge and belief, accurate and complete. 本人聲明盡本人所知及所信，本表格所提供的資料均為準確及完整。

I acknowledge and understand that the information contained in this form and any reportable account(s) under the section "Identity and Tax Residence Declaration" may be reported to the tax authorities of the country in which this account is maintained and exchanged with tax authorities of another country/jurisdiction in which I may be a tax resident pursuant to intergovernmental agreements to exchange financial account information. 本人確認及明白本表格所載的資料及任何在「個人身份及稅務居民身分聲明」一欄下所申報帳戶的資料，可能會根據關於與帳戶所在國家交換財務帳戶資訊之政府間協議申報予本人所在國家 / 司法管轄區的稅務機關，並與另一個國家 / 司法管轄區或若干國家司法管轄區稅務機關交換。

I agree that any personal information collected from me under this form may be used, transferred and retained in the manner and for purposes set out in the "Personal Data Privacy Supplement" attached to the Securities Client Agreement and the Futures Client Agreement (if applicable) between the account holder(s) and Monex Boom Securities (H.K.) Limited ("BOOM"), as amended from time to time, or otherwise attached hereto (as applicable). 本人同意本表格所載由本人收集的任何個人資料，可按照帳戶持有人與寶盛證券（香港）有限公司（「BOOM」）簽訂的「證券客戶協議」及「期貨客戶協議」（如適用）內「個人資料私隱附件」現時有效及不時修改的條文或本表格隨附的其他聲明（如適用）所載的方式及為該聲明所載的目的而使用、轉交及保存或其他用途。

I undertake to advise BOOM and provide an updated self-certification form within 30 days of the occurrence of any change in circumstance which causes any of the information contained under the section "Identity and Tax Residence Declaration" to be incorrect or incomplete. 本人承諾在任何可導致「個人身份及稅務居民身分聲明」一欄下所載資料失實或不完整的情況變動發生後 30 日內通知 BOOM，以及提供最新的自行證明書。

Key Person's Signature
主要人士簽署

Printed Name
正楷姓名

Date (YYYY/MM/DD)
日期 (年/月/日)

Politically Exposed Person (“PEP”) 4 政治聯繫人物

24. Are you and/or your family member(s) current or former PEP, or close associate of PEP?

您或您的家庭成員是否現任或前任政治人物，或與政治人物關係密切的人？

☐ No 否 ☐ Yes 是 If yes, please provide details below:
如是，請提供以下詳情：

Name of the PEP 政治人物名稱	Place and position entrusted with 地方及所擔任的職銜	Period of the position entrusted with 政治人物擔任該職銜的年期	Any expected receipts of large sum of money from governmental bodies or state-owned entities 任何 預期政府機構或國有機構 給予的大筆資金收入？	PEP Relationship with you 與閣下之關係
		From 由 To 至	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	<input type="checkbox"/> Self 本人 <input type="checkbox"/> Spouse 配偶 <input type="checkbox"/> Family member ⁵ , please specify: 家庭成員，請列明： <input type="checkbox"/> Close associate ⁶ , please specify: 關係密切的人，請列明：
		From 由 To 至	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	<input type="checkbox"/> Self 本人 <input type="checkbox"/> Spouse 配偶 <input type="checkbox"/> Family member ⁵ , please specify: 家庭成員，請列明： <input type="checkbox"/> Close associate ⁶ , please specify: 關係密切的人，請列明：

Note 注意：

- 4 **Politically Exposed Person (“PEP”)** means you are currently or was formerly entrusted with a prominent public function in any country/region. This includes currently serving as or was formerly:
- head of state, head of government, senior civil or public servant (including head of any statutory board; and chairman or CEO of any government body), senior judicial or military official, senior executive of state-owned enterprises, member of the legislature, and senior political party official; or
 - a senior management of an “International Organization”. This includes directors, deputy directors and members of the board or equivalent functions of entities established by formal political agreements between member countries that have the status of international treaties and whose existence are recognized by law in member countries. Examples of such entities include the United Nations, World Bank, and affiliated agencies such as the International Monetary Fund; regional international organizations such as the Asian Development Bank, institutions of the European Union, the Organization for Security and Cooperation in Europe; military international organizations; and economic organizations such as the World Trade Organization or the Asia-Pacific Economic Cooperation Secretariat.

政治聯繫人物 (Politically Exposed Person 或 PEP) 是指您目前或以前於任何國家 / 地區擔任顯著的公共職能。這包括當前仍擔任或曾擔任：

- 國家元首、政府首長、高級公務員（包括任何法定委員會主席；以及任何政府機構的主席或行政總裁）、高級司法或軍事官員、國有企業高管、立法機關成員、及重要政黨幹事；或
- 「國際組織」的高級管理層，這包括具有國際條約地位和法律認可的成員國之間，且根據正式政治協定設立的機構的董事、副董事和董事會成員或同等職能。這些機構的例子包括聯合國、世界銀行和國際貨幣基金組織等附屬機構；亞洲開發銀行、歐洲聯盟機構、歐洲安全與合作組織等區域性國際組織；軍事國際組織；以及世界貿易組織或亞太經濟合作秘書處等經濟組織。

- 5 **“Family member”** includes a parent, child, sibling and parent-in-law.

「家庭成員」是指父母、子女、兄弟姐妹、岳父母。

- 6 **“Close associate”** means a person who is closely connected to a PEP, either socially or professionally. Examples include partners outside the family unit (e.g. girlfriends, boyfriends, mistresses); prominent members of the same political party, civil organization, labour union as the PEP; business partners or associates, especially those that share ownership of legal entities with the PEP, or who are otherwise connected (e.g. through joint membership of a company board). In the case of personal relationships, the social, economic and cultural context may also play a role in determining how close those relationships generally are.

「關係密切的人」是指與政治人物有密切聯繫的人，無論是在社交上還是在職業關係上。例子包括家庭以外的伴侶（如女朋友、男朋友、情婦）；與政治人物為同一政黨、民間組織、工會的重要成員；商業夥伴或關聯人，特別是那些與政治人物共同擁有法人實體的股權，或以其他方式關聯（例如公司董事會上的聯合成員）。就個人關係而言，社會、經濟和文化背景也可能影響關係的密切度。

Part 25 to Part 26 below are ONLY applicable to Appointment of Authorized Person(s)

以下第 25 至 26 項只適用於委任獲授權人

☐ Applicable 適用
☐ Not Applicable 不適用

25. Appointment of Authorized Person(s) 委任「獲授權人」

Total Number of Authorized Person:
獲授權人總人數：

- ☐ Certified true copy of Board Resolution(s) for appointment of Authorized Person(s) and signing arrangement are **attached**.
已附上董事局決議記錄委任獲授權人士操作帳戶及有關簽署安排之文本。

26. Signing Arrangement 簽署安排

According to the Board Resolution, Authorized Person(s) may operate the account as specified below:
根據董事局決議記錄，獲授權人士可按以下簽署安排代表本公司操作帳戶：

Total No. of Signatories
授權簽署數目

No. of Signatures Required
所須簽署

Special signing arrangement (if any)
特定簽署安排（如有）

Applicant(s)' Checklist 申請公司覆核文件

Before submitting your application, please

在遞交閣下的申請前，請

	Applicant 申請公司	Witness ¹ 見證人 ¹
1. Complete and sign ALL sections in the account opening form	<input type="checkbox"/> Completed & Signed 已填寫及簽署	<input type="checkbox"/> Signed 已簽署 (See Part 46) (見第 46 項)
2. Attach the following documents*:	附上以下文件*：	
Org. Structure 組織架構 ■ Shareholding (Ownership) Structure[△] (Refer Form: Part 23) (Please contact us for document requirements)	股份(擁有權)結構[△] (見申請表第 23 項) (請聯絡我們查詢所須文件的詳情)	<input type="checkbox"/> Attached 已附上
Company Registration 公司註冊記錄 For the EACH of the compan(ies) under the organization structure (incl. the Corporate Applicant, all intermediate holding company(ies) and the Ultimate Holding Company (if any)): ■ Certificate of Incorporation ("CI")[△] ; & ■ Memorandum & Articles of Associations ("M&A")[△]	每間在「組織架構圖」上的公司(包括申請公司、直接或間接擁有股份的公司股東及最終控股公司(如有))： 「註冊成立證書」("CI") 副本[△] ; 及 「公司組織章程大綱與細則」副本[△]	<input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上
Board Resolution 董事局會議記錄 ■ Board Resolution – for approving opening a BOOM account ; & ■ Board Resolution – for appointment of Authorized Person(s) and signing arrangement	董事局會議記錄 – 有關核證開設帳戶的申請 ; 及 董事局會議記錄 – 有關委託授權人操作帳戶及簽署安排	<input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上
Address Proof 地址證明 ■ Bank Account Statement (Refer Form: Part 17) (printed with the Applicant's Name and Address) (issued within 3 months)	銀行月結單副本 (見申請表第 17 項) (載有申請公司的名稱及地址) (須在最近三個月內發出)	<input type="checkbox"/> Attached 已附上 <input checked="" type="checkbox"/> N/A 不適用
Key Person's Information 主要人士資料 For EACH of the Key Person(s): (Refer Form: Part 21) ■ Completed "Section A: Particulars of Key Person(s)" ; & ■ Copy of Key Person's Official ID² ; & ■ Key Person's Proof of Residential Address³ ; & ■ Completed & signed "Key Person Tax Residency Self-certification"	每位主要人士須各提供 (見申請表第 21 項) 已填寫「甲部：主要人士資料」；及 主要人士的身份證明文件 ² ；及 主要人士的住址證明 ³ ；及 已填寫及簽署「主要人士：稅務居民身分自我聲明書」	<input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Signed 已簽署 <input type="checkbox"/> Certified 已核證 <input checked="" type="checkbox"/> N/A 不適用 <input checked="" type="checkbox"/> N/A 不適用
Company and directors records 董事及股東資料 1. For Hong Kong Incorporated Company ■ Business Registration Certificate[△] ; and ■ Latest Annual Return & subsequent form(s) filed to the H.K. Company Registry[△] 2. For Non-Hong Kong Incorporated Company ■ Certificate of Incumbency or Registered Agents Certificate[△] ; & (issued within 6 months) ■ Register of Directors[△] ; & ■ Register of Members[△]	如屬香港註冊成立之公司： 「商業登記證」副本[△] ; 及 已向香港公司註冊處遞交之「週年申報表」及相關表格的副本[△] 如非香港註冊成立之公司： Certificate of Incumbency 或 Registered Agents Certificate[△] ; 及 (須在最近叁個月內發出) 「董事證書」[△] (證明現任董事資料) ; 及 「股東證書」[△] (證明現任股東資料)	<input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上
Guarantor's Information 擔保人資料 The Guarantor shall provide: (See Part 20) (if applying corporate margin account / futures trading account) ■ Completed "Guarantor Information" ; & ■ Signed "Guarantor Agreement" ; & ■ Copy of Guarantor's Official ID² ; & ■ Guarantor's Proof of Residential Address³	擔保人須提供：(見申請表第 20 項) (如申請公司證券孖展(融資)帳戶或期貨交易帳戶) 已填寫的「擔保人資料」表格；及 已簽署的「擔保書」；及 擔保人的身份證明文件 ² ；及 擔保人的住址證明 ³	<input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input checked="" type="checkbox"/> N/A 不適用 <input type="checkbox"/> Signed 已簽署 <input type="checkbox"/> Certified 已核證 <input checked="" type="checkbox"/> N/A 不適用
Tax Residency 稅務居民身分 ■ Completed & signed "Entity Tax Residency Self-certification" ; & ■ Form W-9⁴ (applicable to U.S. taxpayer / entity)	已填寫及簽署「機構投資者：稅務居民身分自我聲明書」；及 表格 W-9⁴ (適用於美國納稅人 / 企業)	<input type="checkbox"/> Attached 已附上 <input type="checkbox"/> Attached 已附上 <input checked="" type="checkbox"/> N/A 不適用 <input checked="" type="checkbox"/> N/A 不適用
Funds Withdrawal 提取資金 ■ Completed "Registration of Bank Accounts" (to register bank account(s) for giving funds withdrawal instructions online or by phone.)	已填寫的「登記銀行帳戶」表格 (用作登記銀行帳戶以便日後可透過網上或電話方式給予資金提取的指令。)	<input type="checkbox"/> Attached 已附上 <input checked="" type="checkbox"/> N/A 不適用

Remarks 註釋：

- Witness to Certify all the Signature(s) and Supporting Documents:** An acceptable witness can be a BOOM employee, Justice of Peace, a branch manager of a licensed bank, lawyer, certified public accountant (practicing), chartered secretary, notary public, or a SFC licensed or registered person accredited to another intermediary.
見證人核證所有簽署及申請文件：認可的見證人包括 BOOM 僱員/ 太平紳士/ 持牌銀行分行經理/ 律師/ 執業會計師/ 特許秘書/ 公證人/ 隸屬其他中介團體之證監會持牌或註冊人士。
 - Before signing on this form, each of the signer(s) shall present the original of his / her Identity Card or Passport to the Witness who will certify his / her identity. All the signature(s) and the affixment of the Company Chop on this form shall be made before the Witness.
 在本表格上作出任何簽署前，每位簽署人士須向見證人出示其身份證或護照正本以作其身份之根據。而本表格上的所有簽署及公司印章的蓋印，均必須在見證人面前簽訂。
 - All the supporting documents (including Official ID copies of Key Person(s) and Guarantor) to be submitted with this form shall be signed by the Witness and stated as "Certified True Copy".
 所有隨本表格遞交的文件(包括主要人士及擔保人之身份證明文件副本)，均須由見證人簽署並註明為「經核實之真實副本」。
- Official ID:** Official ID shall be issued by a government body bearing the holder's photo.
身份證明文件：身份證明文件須由官方機構發出並附有持證人照片。
- Proof of Residential Address:** Proof of residential address can be a photocopy of utility bills, bank statements, etc. that was printed with the one's residential address and issued within 3 months. Kindly note that P.O. Box are not accepted.
住址證明：住址證明須為最近三個月內發出的電費單或銀行月結單等副本一份。請注意，郵箱號碼恕不接受。
- Related Tax Residency Form(s):**
相關稅務居民表格：
 - Form W-9 (applicable to US Incorporated Entity): The Form W-9 is required to be completed by a US Person (include US entity, US business or organization and US domestic trust) to certify a Corporation's US tax status. Under the Foreign Account Tax Compliance Act (FATCA), foreign financial institutions (such as BOOM) are required to report to the US tax authority the financial assets in the Corporation's BOOM account. And it is BOOM's policy that US stock trading service is not offered to any US Person.
 表格 W-9 (適用於美國企業)：如申請公司為美國人士(包括美國公司或企業、美國註冊基金)，便須填寫表格 W-9 以證明該公司的美國納稅人身份。根據「外國帳戶稅收遵從法」(FATCA) 規定，外國金融機構(例如 BOOM)須向美國國稅局申報該公司在 BOOM 帳戶持有的資產。另外，按公司內部守則，BOOM 不會向任何美國人士提供美股交易服務。

- * Additional information and/or document(s) might be required for some type(s) / form(s) of incorporation.
 * 根據不同的公司註冊屬性，我們可能要求申請公司提供補充資料及 / 或額外文件。

△ Not applicable to Director(s), Individual Shareholder(s) and the Beneficial Owner(s) of listed company, regulated financial institution, government/public body, regulated investment vehicle.
 △ 不適用於上市公司、受監管金融機構、政府或公共機關、受監管投資工具的董事、個人股東及實益擁有人。

Documents Handled and Checked by 處理及覆核文件

Document Check List 文件查核列：

Certified Copies 經核證之真實副本

☐ Shareholding Structure [△]
股份結構圖 [△]

☐ Board Resolution (open a/c)
董事局會議記錄 (核證開戶)

☐ Board Resolution (Auth. P. & Sign Arr.)
董事局會議記錄 (委託授權人及簽署安排)

☐ BR ^{2 △}
商業登記 ^{2 △}

☐ AR and forms ^{2 △}
週年報表及表格 ^{2 △}

☐ Cert. of Incumbency /
Reg. Agents Cert ^{3△}

☐ Register of Directors ^{3△}
董事證書 ^{3△}

☐ Register of Members ^{3△}
股東證書 ^{3△}

☐ C.I. [△]
註冊成立證書 [△]

☐ ID of Directors, Ind. Shareholders,
Beneficial Owners [△]
董事、個人股東及實益擁有人的身
份證明 [△]

☐ ID of Auth. Persons
獲授權人的身份證明

☐ ID of Guarantor ¹
擔保人的身份證明 ¹

☐ M&A [△]
公司章程大綱 [△]

Photocopies 影印副本

☐ Add. Proof of Directors, Ind.
Shareholders, Beneficial Owners [△]
董事、個人股東及實益擁有人的
住址證明 [△]

☐ Add. Proof of Auth. Persons
獲授權人的住址證明

☐ Bank Statement [△]
銀行月結單 [△]

☐ Add. Proof of Guarantor ¹
擔保人的住址證明 ¹

Additional Signed Documents 額外簽署文件

☐ Section A: Particulars of Key Person
甲部：主要人士資料

☐ Key Person Tax Residency Self-Cert
主要人士：稅務居民身分自我聲明書

☐ Entity Tax Residency Self-Cert
機構投資者：稅務居民身分自我聲明書

☐ W-9

☐ Guarantor Info & Agmt ¹
擔保人資料 及 擔保書 ¹

☐ Registration Bank A/C
登記銀行帳戶

Note: 1. For corporate margin application
註釋： 只適用於申請公司孖展（融資）帳戶

2. For HK incorporated companies
在香港註冊成立之公司

3. For non-HK incorporated companies
非香港註冊成立之公司

Remarks: 備註：

△ Not applicable to listed company, regulated financial institution, government/public body,
regulated investment vehicle.
不適用於上市公司、受監管金融機構、政府或公共機關、受監管投資工具。

☐ Required information and documents are obtained and checked
已收到及已核對開戶需要資料及文件

☐ Securities Client Agreement (& Futures Client Agreement, if app.) have been sent to
the Client 已將「證券客戶協議」（及「期貨客戶協議」，如適用）交予客戶

Name of Handling Staff 負責職員姓名

Signature of Handling Staff 負責職員簽署

Date 日期

(Use block letters 請以正楷填寫)

(YYYY/MM/DD 年/月/日)

Reviewed by 核對資料

Functional Head (Securities) 部門主管（證券）

Functional Head (Futures) 部門主管（期貨）

Compliance 法規部

Name 姓名 (Use block letters 請以正楷填寫)

Name 姓名 (Use block letters 請以正楷填寫)

Name 姓名 (Use block letters 請以正楷填寫)

Signature 簽署 Date 日期 (YYYY/MM/DD 年/月/日)

Signature 簽署 Date 日期 (YYYY/MM/DD 年/月/日)

Signature 簽署 Date 日期 (YYYY/MM/DD 年/月/日)

Remarks / Comments

System Setup by 設定系統

Handling Staff 負責職員

Name 姓名 (Use block letters 請以正楷填寫)

Signature 簽署 Date 日期 (YYYY/MM/DD 年/月/日)

BOOM - Corporate Account Opening Form
寶盛證券－公司帳戶開戶申請表格

- 11 -

CAO210810EC

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

Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong
香港北角電氣道 183 號友邦廣場 25 樓 2501 室
Tel 電話: (852) 2255 8888 Fax 傳真: (852) 2255 8300 Email 電郵: service@boomhq.com



ENTITY TAX RESIDENCY SELF-CERTIFICATION

機構投資者：稅務居民身分聲明書

(For Corporate Account 公司帳戶適用)

Return FAX / SCANNED Form

請以傳真 / 電郵方式交回本表格

BOOM Account Name
BOOM 帳戶名稱

BOOM Account No.
BOOM 帳戶號碼

Account Holder's Information 帳戶持有人資料

1. Company Name 公司名稱	English Name 英文名稱 (Use block letters 請以正楷填寫)	Chinese Name 中文名稱 (if applicable 如適用)
2. Place of Incorporation 註冊成立地		
3. Correspondence Address 通訊地址 (P.O. Box not accepted 郵箱號碼恕不接受)	4. Registered Office Address 公司註冊地址	
City & Province 城市及省份	City & Province 城市及省份	
Country 國家	Country 國家	
Postal Code 郵政編號	Postal Code 郵政編號	

Tax Residence(s) 稅務居民所屬地

5. Declaration of U.S. Tax Status 美國稅務身分聲明	Is the Account Holder a U.S. Person? 帳戶持有人是否為美國人士?	<input type="checkbox"/> No 否	<input type="checkbox"/> Yes 是	Please provide its Taxpayer Identification Number (TIN): 請提供其納稅人識別號碼: <div></div>
6. Declaration of Tax Residence 稅務居民所屬地聲明	Please indicate Account Holder's country of tax residence. 請註明帳戶持有人的稅務居民所屬地。 (If it is resident in more than one country, please list out all countries of tax residence and associated TINs.) (如所屬地超過一個國家，請註明所有所屬地及其相關的納稅人識別號碼。)			
Country of Tax Residence 稅務居民所屬地	Taxpayer Identification Number(s) (TIN)* 納稅人識別號碼*			
(1)				
(2)				
(3)				

Type of Entity under FATCA classification 根據 FATCA 的機構分類

7. Please tick (✓) one of the below categories as appropriate 請劃選以下 其中一個 合適分類：

☐ a) U.S. Entity
美國機構

Please provide U.S. Taxpayer Identification Number (TIN):
請提供美國納稅人識別號碼:

☐ b) Foreign Entity
海外機構

(Please ✓ one)
(請選擇一項)

☐ i) Foreign Financial Institution (FFI)
海外金融機構

Please provide Global Intermediary Identification Number (GIIN):
請提供全球中介機構識別號碼:

☐ ii) Passive Non-Financial Foreign Entity (NFFE)
非實質營運的非金融海外機構

☐ c) Others
其他

Please specify:
請註明:

Type of Entity under CRS classification 根據「共同匯報標準」的機構分類

8. Please tick (✓) one of the below categories as appropriate 請剔選以下 其中一個 合適分類：

- ☐ a) Financial Institution e.g. depository financial institution, custodial institution, insurance company etc.
金融機構，例如存款金融機構、託管機構、保險公司等
- ☐ b) Professionally Managed Investment Entity, or tax resident in a Non-Participating Jurisdiction
專業管理投資機構，或機構的稅務居民所屬地未有參加「共同匯報標準」。
- ☐ c) Passive Non-Financial Entity
非實質營運的非金融機構
- ☐ d) Others, please specify:
其他，請列明：

Tax Residence (FATCA and CRS) Declaration 稅務居民身分 (FATCA 及 CRS) 聲明

I/We declare (as an authorized signatory of the Account Holder) that all the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. 本人 / 吾等 (身為帳戶持有人的授權簽署人士) 聲明盡本人 / 吾等所知及所信，本表格所提供的資料均為準確及完整。

I/We acknowledge and understand that the information contained in this form and any reportable account(s) may be reported to the tax authorities of the country in which this account is maintained and exchanged with tax authorities of another country/jurisdiction in which the Account Holder may be a tax resident pursuant to intergovernmental agreements to exchange financial account information. 本人 / 吾等確認及明白本表格所載的資料及任何所申報帳戶的資料，可能會根據關於與帳戶所在國家交換財務帳戶資訊之政府間協議申報予帳戶持有人所在國家 / 司法管轄區的稅務機關，並與另一個國家 / 司法管轄區或若干國家司法管轄區稅務機關交換。

I/We agree that any personal information collected from me/us under this form may be used, transferred and retained in the manner and for purposes set out in the "Personal Data Privacy Supplement" attached to the Securities Client Agreement and the Futures Client Agreement (if applicable) between the Account Holder and Monex Boom Securities (H.K.) Limited ("BOOM"), as amended from time to time, or otherwise attached hereto (as applicable). 本人 / 吾等同意本表格所載由本人 / 吾等收集的任何個人資料，可按照帳戶持有人與寶盛證券 (香港) 有限公司 ("BOOM") 簽訂的「證券客戶協議」及「期貨客戶協議」(如適用) 內「個人資料私隱附件」現時有效及不時修改的條文或本表格隨附的其他聲明 (如適用) 所載的方式及為該聲明所載的目的而使用、轉交及保存或其他用途。

I/We undertake to advise BOOM and provide an updated self-certification form within 30 days of the occurrence of any change in circumstances which causes any of the information contained in this form to be incorrect or incomplete. 本人 / 吾等承諾在任可導致本表格所載資料失實或不完整的情況變動發生後 30 日內通知 BOOM，以及提供最新的自行證明書。

By providing information under this form, I/we authorize BOOM to update the information of this BOOM account (if applicable), based on the information under this form, with immediate effective. 在本表格提供資料的同時，本人 / 吾等授權 BOOM，按本表格所提供的資料，更新此 BOOM 帳戶的資料 (如適用) 並即時生效。

Client's Signature (Please affix with company chop.)
客戶簽署 (請加蓋公司印鑑。)

Printed Name
正楷姓名

Date (YYYY/MM/DD)
日期 (年/月/日)

For Official Use Only 只供本行使用

Signature Verified by 核對簽署	Reviewed by 核對資料	System Setup by 設定系統
Date 日期	Date 日期	Date 日期

* Remarks: Under the Common Reporting Standard ("the CRS"), tax authorities require financial institutions such as BOOM to collect and report certain information relating to their customers' tax statuses.

* 註：根據「共同匯報標準」(簡稱「CRS」) 規定，稅務機關要求包括 BOOM 在內的財務機構，向其客戶收集及匯報若干與客戶納稅狀況相關的資料。

If you have any questions regarding your tax residency and the acceptable Taxpayer Identification Number (TIN) formats, please refer to the rules that have been published by each tax authority on the following webpages.

倘若閣下不清楚稅務居民所屬地的定義，或不清楚閣下的所屬地對納稅人識別號碼的要求，請參照以下網址查看各個稅務機關所頒布的標準。

Tax Residency Rules 稅務居民所屬地規定： <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

Tax Identification Numbers 納稅人識別號碼 (TINs)： <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

*** Important Terminologies 重要用語 ***

Common Reporting Standard ("the CRS") 「共同匯報標準」

It is a set of rules developed by the Organisation for Economic Co-operation and Development (OECD). It calls on governments participating in CRS to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. 這是由經濟合作暨發展組織 (OECD) 制定的一套規定。它呼籲參與 CRS 的政府從其金融機構獲取信息，並每年自動與其他司法管轄區交換該信息。

Visit the OECD website for more information 了解更多資料，請訪問 OECD 網站：<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

Tax Residence 「稅務居民身分」

Under the CRS, we are required to determine where you are 'tax resident' (this will usually be where you are liable to pay income taxes). If your tax residence is outside Hong Kong (where your BOOM account is held), we may need to give the respective tax authorities the information in this information, along with information relating to your accounts. 根據共同匯報標準，我們須要確定閣下的納稅居住地 (這通常是閣下須要繳納利息稅的地方)。若閣下的稅務居民身分地在香港 (持有 BOOM 帳戶的地方) 以外，我們可能須要向相關稅務機關提供本表格的信息以及與閣下賬戶相關的信息。

Taxpayer Identification Number ("TIN") 「納稅人識別號碼」

It is a unique number assigned by a government to an individual or an Entity and used to identify them for tax purposes. Some governments do not issue a TIN but might use some other number such as a social security/insurance number, citizen/personal identification/service code/number, or resident registration number. 它是由政府分配給個人或機構的編號，用於識別其稅務身份。一些政府或不曾發出稅務編號，但可能會使用其他身份證號碼代替，例如社會保障 / 保險編號，公民 / 個人身份號碼或居民登記號碼。

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

Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong
香港北角電氣道 183 號友邦廣場 25 樓 2501 室
Tel 電話: (852) 2255 8888 Fax 傳真: (852) 2255 8300 Email 電郵: service@boomhq.com



KEY PERSON TAX RESIDENCY SELF-CERTIFICATION

主要人士：稅務居民身分聲明書

(For Corporate Account 公司帳戶適用)

Return FAX / SCANNED Form

請以傳真 / 電郵方式交回本表格

BOOM Account Name
BOOM 帳戶名稱

BOOM Account No.
BOOM 帳戶號碼

Key Person Name
主要人士姓名

Supplementary Personal Information 補充個人資料

1. Current Residential Address 目前住宅地址 (P.O. Box not accepted 郵箱號碼恕不接受) ☐ Update as Correspondence Address 更新為通訊地址 2. Place of Birth 出生地

<div></div>			<div></div> (Country 國家)
City & Province 城市及省份	Country 國家	Postal Code 郵政編號	

Country of Tax Residence and related Taxpayer Identification Number* ("TIN")
稅務居民所屬地及相關的納稅人識別號碼* (「TIN」)

Country of Tax Residence 稅務居民所屬地	TIN 納稅人識別號碼	If a TIN is not available, please explain. 倘若未能提供 TIN, 請提供理由。
1. <div></div>	<div></div>	<div></div>
2. <div></div>	<div></div>	<div></div>
3. <div></div>	<div></div>	<div></div>

☐ Attach Form W-9 (applicable to U.S. taxpayer)
提供表格 W-9 (適用於美國納稅人)

☐ Not applicable. The country of my tax residency is not currently participating in the CRS.
不適用。我的稅務居民所屬地 未有參加 「共同匯報標準」。

Tax Residence (FATCA and CRS) Declaration
稅務居民身分 (FATCA 及 CRS) 聲明

I declare that all the information provided in this form is, to the best of my knowledge and belief, accurate and complete. 本人聲明盡本人所知及所信, 本表格所提供的資料均為準確及完整。

I acknowledge and understand that the information contained in this form and any reportable account(s) may be reported to the tax authorities of the country in which this account is maintained and exchanged with tax authorities of another country/jurisdiction in which I may be a tax resident pursuant to intergovernmental agreements to exchange financial account information. 本人確認及明白本表格所載的資料及任何所申報帳戶的資料, 可能會根據關於與帳戶所在國家交換財務帳戶資訊之政府間協議申報予本人所在國家 / 司法管轄區的稅務機關, 並與另一個國家 / 司法管轄區或若干國家司法管轄區稅務機關交換。

I agree that any personal information collected from me under this form may be used, transferred and retained in the manner and for purposes set out in the "Personal Data Privacy Supplement" attached to the Securities Client Agreement and the Futures Client Agreement (if applicable) between the account holder(s) and Monex Boom Securities (H.K.) Limited ("BOOM"), as amended from time to time, or otherwise attached hereto (as applicable). 本人同意本表格所載由本人收集的任何個人資料, 可按照帳戶持有人與寶盛證券(香港)有限公司(「BOOM」)簽訂的「證券客戶協議」及「期貨客戶協議」(如適用)內「個人資料私隱附件」現時有效及不時修改的條文或本表格隨附的其他聲明(如適用)所載的方式及為該聲明所載的目的而使用、轉交及保存或其他用途。

I undertake to advise BOOM and provide an updated self-certification form within 30 days of the occurrence of any change in circumstance which causes any of the information contained in this form to be incorrect or incomplete. 本人承諾在任何可導致本表格所載資料失實或不完整的情況變動發生後 30 日內通知 BOOM, 以及提供最新的自行證明書。

By providing information under this form, I authorize BOOM to update the information of my BOOM account (if applicable), based on the information under this form, with immediate effective. 在本表格提供資料的同時, 本人授權 BOOM, 按本表格所提供的資料, 更新本人 BOOM 帳戶的資料(如適用)並即時生效。

Key Person's Signature
主要人士簽署

Printed Name
正楷姓名

Date (YYYY/MM/DD)
日期 (年/月/日)

For Official Use Only 只供本行使用

Signature Verified by 核對簽署 Date 日期	Reviewed by 核對資料 Date 日期	System Setup by 設定系統 Date 日期
---------------------------------------	-----------------------------	---------------------------------

* Remarks:

* 註：

Under the Common Reporting Standard ("the CRS"), tax authorities require financial institutions such as BOOM to collect and report certain information relating to their customers' tax statuses.

根據「共同匯報標準」（簡稱「CRS」）規定，稅務機關要求包括 BOOM 在內的財務機構，向其客戶收集及匯報若干與客戶納稅狀況相關的資料。

If you have any questions regarding your tax residency and the acceptable Taxpayer Identification Number (TIN) formats, please refer to the rules that have been published by each tax authority on the following webpages.

倘若閣下不清楚稅務居民所屬地的定義，或不清楚閣下的所屬地對納稅人識別號碼的要求，請參照以下網址查看各個稅務機關所頒布的標準。

Tax Residency Rules 稅務居民所屬地規定：

<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

Tax Identification Numbers 納稅人識別號碼 (TINs)：

<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

***** Important Terminologies *****

重要用語

Common Reporting Standard ("the CRS")

It is a set of rules developed by the Organisation for Economic Co-operation and Development (OECD). It calls on governments participating in CRS to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis.

Visit the OECD website for more information:

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

「共同匯報標準」

這是由經濟合作暨發展組織（OECD）制定的一套規定。它呼籲參與 CRS 的政府從其金融機構獲取信息，並每年自動與其他司法管轄區交換該信息。

了解更多資料，請訪問 OECD 網站：

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

Tax Residence

Under the CRS, we are required to determine where you are 'tax resident' (this will usually be where you are liable to pay income taxes). If your tax residence is outside Hong Kong (where your BOOM account is held), we may need to give the respective tax authorities the information in this information, along with information relating to your accounts.

「稅務居民身分」

根據共同匯報標準，我們須要確定閣下的納稅居住地（這通常是閣下須要繳納入息稅的地方）。若閣下的稅務居民身分地在香港（持有 BOOM 帳戶的地方）以外，我們可能須要向相關稅務機關提供本表格的信息以及與閣下賬戶相關的信息。

Taxpayer Identification Number ("TIN")

It is a unique number assigned by a government to an individual or an Entity and used to identify them for tax purposes. Some governments do not issue a TIN but might use some other number such as a social security/insurance number, citizen/personal identification/service code/number, or resident registration number.

「納稅人識別號碼」

它是由政府分配給個人或機構的編號，用於識別其稅務身份。一些政府或不會發出稅務編號，但可能會使用其他身份證號碼代替，例如社會保障 / 保險編號，公民 / 個人身份號碼或居民登記號碼。

MONEX BOOM SECURITIES (H.K.) LIMITED
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Tel 電話: (852) 2255 8888 Fax 傳真: (852) 2255 8300 Email 電郵: service@boomhq.com



REGISTRATION OF BANK ACCOUNTS
登記銀行帳戶

Return ORIGINAL Form
請交回此申請表正本

BOOM Account Name
BOOM 帳戶名稱

Type of Account (Please ✓ one) ☐ Individual 個人帳戶
帳戶類別 (請選擇一項) ☐ Joint 聯名帳戶
☐ Corporate 公司帳戶

BOOM Account No.
BOOM 帳戶號碼

Designated Bank Account(s) 指定銀行帳戶

(Information provided below is to register your bank account(s) for giving funds withdrawal instructions online or by phone.)
(以下資料用作登記閣下的銀行帳戶, 以便閣下可透過網上或電話方式給予資金提取的指令。)

Designated Bank Account #1
指定銀行帳戶 # 1

Designated Bank Account #2
指定銀行帳戶 # 2

1. Name of Bank Account Holder(s)
帳戶持有人名稱

Bank account must be held by the BOOM account holder(s) 銀行帳戶必須由帳戶持有人持有

2. IBAN / Bank Account Number
IBAN / 銀行帳戶號碼

3. Currency (Please ✓ one)
貨幣 (請選擇一項)

☐ Single-currency (Please specify)
單一貨幣 (請註明)

☐ Multi-currency (☐ incl. RMB 包括人民幣)
多種貨幣

☐ Single-currency (Please specify)
單一貨幣 (請註明)

☐ Multi-currency (☐ incl. RMB 包括人民幣)
多種貨幣

4. Bank Name
銀行名稱

5. Swift Code / Routing Number
Swift 號碼 / 匯款路徑號碼

6. Bank Address (in full)
銀行地址 (全寫)

☐ Attach W-9 Form, if the bank account(s) are set up in U.S.
如銀行帳戶設於美國, 請另填寫及附上表格 W-9。

(Country 國家)

(Country 國家)

I/We, the undersigned, confirm that I/we have read and fully understood the attached provisions of "Client Agreement and Declaration - Standing Instruction and Indemnity for Funds Withdrawal" (the "declaration"). I/We accept and agree to be bound by the declaration in full, as it may be amended from time to time to time.

本人 / 吾等, 下述簽署人士, 確認本人 / 吾等已閱讀過及完全明白附上的「客戶協議及聲明 - 持續適用的資金提取指示及彌償保證」(「客戶聲明」)之條款。本人 / 吾等接受及同意受該客戶聲明現時有效及不時修改的條款所約束。

Client's Signature 客戶簽署

Date 日期 (YYYY/MM/DD 年/月/日)

(For joint account, both account holders must sign. For corporate account, please affix with company chop.)
(如屬聯名帳戶, 兩位帳戶持有人均須簽署。如屬公司帳戶, 請加蓋公司印章。)

Remarks: 1. RMB transfer will be rejected by your bank if your bank account is not RMB-denominated. Bank charges incurred is not refundable.
註: 如您持有銀行帳戶並不是人民幣結餘帳戶, 銀行將會拒絕將人民幣存入。而因此收取的銀行手續費將不會獲得退還。

2. Transfer to third party bank account is not allowed and will not be handled.
我們不接受並不會處理將資金過戶至第三者銀行帳戶的要求。

For Official Use Only 只供本行使用

Signature Verified by 核對簽署

Date 日期

System Setup by 設定系統

Date 日期

Client Agreement and Declaration – Registration of Bank Accounts 客戶協議及聲明 - 登記銀行帳戶

1. I/We agree to authorize Monex Boom Securities (H.K.) Limited, its affiliates, or its appointed agents (hereafter collectively referred to as "BOOM") to accept fund withdrawal / transfer instructions made by telephone or any other electronic means in favor of the Designated Bank Account(s) (previously defined as "Registered Bank Account(s)").
本人/吾等授權實盛證券(香港)有限公司、其聯屬人士或委任代理人（以下統稱為「BOOM」），接納透過電話或任何其他電子方式作出的資金提取過戶指示，並存入指定銀行帳戶（前定義為「登記銀行戶口」）。
2. I/We acknowledge that telephone or any other electronic instructions are not a secure means of giving fund withdrawal / transfer instructions; that I/we am/are aware of the risks involved; and that my/our request to BOOM to accept the fund withdrawal / transfer instruction by telephone or any other electronic instruction is for my/our convenience.
本人/吾等知悉以電話或任何其他電子方式給予資金提取過戶指示並不是安全的方式；而本人/吾等亦知悉所涉及的風險；本人/吾等現要求 BOOM 接納本人/吾等以電話或任何其他電子方式給予資金提取過戶指示。
3. In consideration of BOOM's acceptance of withdrawal / transfer instructions made by telephone or any other electronic instruction, I/we hereby unconditionally agree as follows:
就 BOOM 接納以電話或任何其他電子方式給予資金提取過戶指示，本人/吾等無條件同意以下各項：
 - 3.1. To indemnify and keep indemnified BOOM from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including, without limitation, interest, legal fees and expenses) and expenses of whatever nature (whether actual or contingent) suffered or incurred, sustained by or threatened against BOOM whatsoever and howsoever arising from or, in connection with, or in any way relating to, acceptance by BOOM in good faith of such funds withdrawal / transfer instruction by telephone or other electronic means, purporting to be authorized by me/us or by my/our authorized signatory or signatories.
承諾賠償及持續賠償 BOOM 因接納由本人/吾等，或由本人/吾等所授權人簽署，以電話或任何其他電子方式給予的資金提取過戶指示，而蒙受、招致或面對其威脅的任何法律訴訟、索償、請求、債務、義務、損失、損毀、費用（包括但不限於利息、法律訴訟費及支出）及任何形式的支出（不論是實際或是可能的支出）。
 - 3.2. BOOM shall be under no obligation to accept or act on any fund withdrawal / transfer instruction by telephone or any other electronic means and any such instruction shall not be operative until received and accepted by BOOM.
BOOM 並無責任接納或執行以電話或任何其他電子方式給予的資金提取過戶指示，而上述指示均在 BOOM 收取及接納有關指示後方會生效。
 - 3.3. BOOM may at any time request verification of the Account Holders' instruction at its sole discretion.
BOOM 可全權酌情決定隨時要求戶口持有人核實有關指示。
 - 3.4. BOOM may at any time give notice to me/us that it will refuse to accept further fund withdrawal / transfer instruction given by telephone or any other electronic means.
BOOM 可隨時通知本人/吾等，其將拒絕接納以電話或任何其他電子方式進一步給予的資金提取過戶指示。
 - 3.5. BOOM will only accept withdrawal / transfer instructions made to the account(s) specified by this instruction.
BOOM 將只接納本指示註明的銀行戶口提取過戶指示。

(If there's any conflict between the English and Chinese versions of this document, the English version shall prevail.)
(本文件的中英文版本如出現歧義，一切解釋概以英文版本為準。)

GLOBAL FUTURES
REAL-TIME QUOTE SERVICES APPLICATION FORM
環球期貨即時報價服務申請表

Return FAX / SCANNED Form
請以傳真 / 電郵方式交回本表格

BOOM Account Name (the "Subscriber")
BOOM 帳戶名稱 (「訂閱者」)

Email Address
電郵地址

BOOM Futures Account No.
BOOM 期貨帳戶號碼

Contact No.
聯絡電話

Global Futures Real Time Quote Services (the "Service" or "subscription")
環球期貨即時報價服務 (「服務」或「訂閱」)

☐ CME Group – Including Market Depth
(Applicable for resident of designated Asian countries/regions*)
芝加哥交易所集團 – 包括市場深度
(只適用於指定亞洲國家/地區之居民*)

* Please refer to the "Terms & Conditions and Disclaimers" for the list of designated Asian countries/regions.
有關指定亞洲國家/地區, 請參閱「條款及條件與聲明」。

Waived until further notice
豁免 直至另行通知

☐ CME Group – Including Market Depth
(Applicable for resident of other non-designated countries/regions)
芝加哥交易所集團 – 包括市場深度
(適用於其他非指定國家/地區之居民)

月費 USD 40/ month

Terms & Conditions and Disclaimers
條款及條件與聲明

- Designated Asian countries/regions include Brunei, Cambodia, East Timor, Greater China (mainland China, Hong Kong, Taiwan and Macau), Indonesia, Japan, Korea, Laos, Malaysia, Philippines, Singapore, Thailand and Vietnam. MONEX BOOM reserves the right, at its discretion and without prior notice, to add or remove the designated Asian countries/regions.
指定亞洲國家/地區包括文萊、柬埔寨、東帝汶、大中華 (中國內地、香港、台灣及澳門)、印尼、日本、韓國、老撾、馬來西亞、菲律賓、新加坡、泰國及越南。實盛證券有權不另行事先通知而增加或刪除指定亞洲國家/地區。
- Payment will be deducted from Client's Futures Account in advance and on a calendar month basis (i.e. full fees will be charged for subscription less than one calendar month).
服務月費會以預繳形式於客戶期貨帳戶中扣除, 並按歷月計算(即使服務不足一個月也須繳付月費全數)。
- The subscription will be automatically renewed on a calendar month basis and the fees will also be deducted from Client's Futures Account, unless (a) instructed by Client; or (b) Client does not have sufficient funds in his/her Futures Account to pay subscription fees on the renewal date [25th of each month], in which case MONEX BOOM may suspend Client's subscription.
服務的使用期按歷月計算, 且服務會每月自動更新。更新服務的月費會以預繳形式於客戶期貨帳戶中扣除, 除非 (a) 客戶發出終止服務的指示; 或 (b) 客戶的期貨帳戶於更新日 (每月的 25 號) 沒有充足的資金支付服務月費, 則實盛證券會就上述情況, 終止客戶的服務。
- Client may terminate the subscription by sending an email to MONEX BOOM (service@boomhq.com) at least 10 calendar days before the beginning of the service month. If termination comes to MONEX BOOM after payment is made, the effective date of termination is the end of the service month.
客戶如欲終止服務, 可在服務生效日 (即翌月 1 日) 至少 10 天前, 以電郵向實盛證券 (service@boomhq.com) 發出終止服務的指示。若實盛證券在月費扣除後才收到終止指示, 則有關服務會繼續有效至該月完結才終止。
- Client acknowledges that the Services are for Client's personal use only and any information provided should not be transferred to any third parties.
客戶確認所有服務僅供客戶的個人使用, 不得因任何理由而將任何數據提供予其他人士。
- Client certifies that he/she qualifies as a **Non-Professional Subscriber** pursuant to the definition contained in Appendix I. (Applicable to CME Group's real-time quote services only)
客戶根據「附件 I」所描述的中定義, 確認本人並非金融專業人士。(只適用於芝加哥交易所集團報價服務)
- Client acknowledges that he/she understands and agrees with all the terms and conditions contained in **Appendix II – Market Data Subscription Agreement (CME Group)** and have duly executed it.
客戶確認清楚明白及同意「附件 II – 芝加哥交易所集團市場資訊訂閱協議」之所有條款及細則, 並於有關附件上簽署。
- MONEX BOOM, Chicago Mercantile Exchange Inc and its affiliates ("CME" or "Exchanges" – including CBOT, NYMEX, COMEX and CME Europe) make every endeavour to provide accurate and reliable information while making no guarantee as to the accuracy of the information provided. The foregoing parties will and shall not be held responsible for any loss or damage as a result of inaccurate information provided, lag in data transmission and/or reliance on any service provided in relation thereto.
實盛證券、芝加哥商品交易所及相關交易所竭力提供準確而可靠的資料, 但並不保證資料絕對無誤。以上公司等概不負責任何資料錯漏、資料傳送時差或任何因依賴有關服務導致客戶獲取之實時報價而蒙受之損失。
- All related parties declare that they have exclusive rights and interests over all published materials. Client understands that no guarantee is made to the timeliness, priority, accuracy or integrity of all market data. Neither MONEX BOOM nor any data publisher will or shall be held responsible for any deviation, error, lag, omission or interruption in the transmission of any data, information or message as a result of any negligence, act of God or act beyond reasonable control.
各參與交易所或協會宣稱其向發佈有關數據各方所提供之一切市場數據擁有專有權益。客戶明白, 概無一方擔保市場數據或任何其他市場資料之及時性、先後次序、準確性或完整性。因實盛證券或任何發佈數據一方之任何疏忽行動、不可抗力事件或任何發佈數據一方不能合理控制之其他原因而造成之數據、資料、訊息或其傳送或交付而出現之偏差、錯誤、延誤、遺漏或干擾, 實盛證券或任何發佈數據一方均無須負責。
- Client acknowledges and consents to MONEX BOOM providing relevant information to the service provider or any relevant third parties for identity verification purposes.
客戶必須同意實盛證券將有關資料提交予服務供應商或任何相關之第三方作為身份核實之用。
- In the event of a dispute arising out of the waiver provided above, MONEX BOOM reserves the right to the final decision.
如對以上豁免優惠有任何爭議, 實盛證券保留最終決定權。

Client's Signature
客戶簽署

Client's Signature (For joint account holders, each individual will need to complete a copy of this form.)
客戶簽署 (如屬聯名帳戶，兩位帳戶持有人須各自分別填寫本表格。)

Printed Name
正楷姓名

Date (YYYY/MM/DD)
日期 (年/月/日)

For Official Use Only 只供本行使用

Service Activation Date 計劃生效日期

Signature Verified & Reviewed by 核對簽署及覆核

Service Setup by 設定服務

Date 日期

Date 日期

Date 日期

Appendix I – Non-Professional Self-Certification (CME Group)

附件 I – 確認為「非金融專業人士」的相關資料（芝加哥交易所集團）（只提供英文版本）

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional."

Non-Professional shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

The Non-Professional Subscriber

- (a) the Subscriber must have an active futures trading account;
- (b) the Subscriber must not be a member (or hold or lease any type membership) of any exchange;
- (c) the Subscriber does not have a primary business purpose that involves trading;
- (d) the Subscriber must not be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body; and
- (e) the Subscriber must not be affiliated with any entity that is or may be considered a Professional User; and

The Non-Professional Subscriber's Use of Information

- (f) the Subscriber's use of Information must be solely for the Subscriber's personal, non-business use;
- (g) the Subscriber's use of Information must be limited to managing the Subscriber's own property and, for the avoidance of doubt, not in connection with the management of any property of any third party(ies) in any capacity, whether as a principal, officer, partner, employee or agent of any business or on behalf of any other individual, and whether or not the Subscriber receives any remuneration therefor; and
- (h) the Subscriber must not be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities; and

The Non-Professional Subscriber's Access to Information

- (i) the Subscriber has no more than two (2) means for accessing Information from each Distributor; and
- (j) the Subscriber must view the Information only on a device that is capable of routing orders to the CME Globex Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional or falls under the categories described below shall be considered a Professional. Notwithstanding anything else herein, Professionals shall include, without limitation:

- Any person or entity that provides financial or similar services to any third party.
- Any person that is registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body.
- Any person or entity that acts on behalf of an institution that engages in brokerage, banking, investment or financial activities.
- Any person or employee of an entity that holds any form of membership at any of the CME Group Designated Contract Markets ("DCM") or any other exchange.

Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor's review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

Appendix II – Market Data Subscription Agreement (CME Group)

附件 II – 芝加哥交易所集團市場資訊訂閱協議 (只提供英文版本)

This Market Data Subscription Agreement is entered into on the date of signing hereunder ("Effective Date") by and between **Monex Boom Securities (H.K.) Limited** ("Distributor") and the Client referred to hereunder ("you" or "**Subscriber**"). This Market Data Subscription Agreement permits you to access, receive and use certain Market Data (defined below) in accordance with the following terms and conditions of this Market Data Subscription Agreement (the "Agreement"). The Agreement governs your access to receive and use the Market Data, and constitutes a binding legal agreement by and between Distributor and Subscriber (each of Distributor and the Subscriber, a "**Party**" and collectively, the "**Parties**").

1. Definitions

"Device" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.

"Force Majeure Event" means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.

"Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.

"Market Data" means information and data pertaining to listed and over the counter derivatives contracts (including without limitations swaps and futures) and options contracts or similar derivative instruments as well as index data and analytics data. Market Data may include, without limitation, opening and closing prices, high-low prices, settlement prices, current bid and ask prices, open interest information, last sale prices, price limits, requests for quotations, fixing prices, data curves, estimated and actual volume data, contract specifications and fast or late messages. With respect to Subscriber's obligations under the Agreement, Market Data also includes information, data and materials that convey information to Subscriber substantially equivalent to Market Data.

"OTC Market Data" means Market Data relating to over the counter derivatives contracts.

2. Proprietary Rights In The Market Data

2.1. Subscriber acknowledges and agrees that Chicago Mercantile Exchange Inc. and its affiliates ("CME" or "Exchange") have exclusive and valuable property rights in and to the Market Data (or in the case of third party content providers who are licensing data through CME, such third party content provider has exclusive and valuable property rights), that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of the Exchange, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of the Exchange and that, but for the Agreement, Subscriber would have no rights or access to such Market Data.

2.2. Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to the Exchange for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that the Exchange shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of the Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

3. Receipt Of Market Data By Subscriber

3.1. The Agreement sets forth the terms and conditions under which Subscriber may use the Market Data. Subscriber acknowledges that, notwithstanding any agreement, CME or Distributor may, in its discretion, discontinue disseminating Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Distributor or Exchange reserve the right to disapprove any Subscriber and to terminate any Subscriber's receipt of Market Data for any reason or no reason.

3.2. (i) Except as provided in section 3.2 (iii) below, Subscriber will use Market Data only for its own internal business activities (internal business activities shall exclude subsidiaries and affiliates) and only at the offices and locations and on the Devices designated by Subscriber in writing to Distributor and CME from time-to-time. (The term "for its own internal business activities," as used in the immediately preceding sentence herein, means for Subscriber's (a) trading, for its own account or for the account of its customers (b) evaluating, for its own internal business decisions or (c) provision of advice to its customers on movements or trends in markets for derivative instruments, subject to all of the limitations set forth below in this subsection as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.)

(ii) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under section 7 herein or otherwise set forth in the Agreement, that Subscriber shall not use or permit another person to use any Market Data for the purposes of (a) creating derived data products based upon or derived from the Market Data, (b) determining or arriving at any price, including any settlement prices, for derivatives contracts, options on derivatives contracts, or like derivatives instruments traded on any exchange other than the Exchange and (c) for any other derived works that will be disseminated, published or otherwise used externally. Subscriber will abide by any other limitations on such use that any of the Exchange may specify from time to time. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber's possession.

(iii) Notwithstanding sections 3.2 (i) and (ii) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers and branch offices, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data, provided that such Market Data does not include any OTC Market Data. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of the Agreement.

(iv) Subscriber will use its best efforts to ensure that no unauthorized dissemination of the Market Data is permitted.

4. Reporting

Subscriber agrees to furnish promptly to Distributor, CME and their respective affiliates or agents, any information or reports that may be requested or required by Distributor or CME from time to time, which are reasonably related to Subscriber's receipt of Market Data.

5. Right Of Inspection And Audit

- 5.1. During regular business hours, any Persons designated by the Distributor or Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3.2 and 4 in connection with its receipt and use of Market Data.
- 5.2. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½ % per month), to compensate the Distributor and Exchange if the audit discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due such Exchange.
- 5.3. Subscriber shall maintain the records and books upon which it bases its reporting for three (3) years following the period to which the records relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay CME the reasonable estimate of any discrepancy discovered pursuant to any such audit.

6. Market Data Fees

Subscriber will pay Distributor for the right to receive Market Data in accordance with the then-current fee schedule. Market Data fees are subject to modification by Distributor at any time, without prior notice to Subscriber.

7. Covenants, Representations And Warranties Of Subscriber

- 7.1. Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data as authorized hereunder.
- 7.2. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose.
- 7.3. Subscriber agrees that it will not use Market Data in any way to compete with the Distributor or Exchange, nor use the Market Data in any way so as to assist or allow a third party to compete with the Distributor or Exchange.
- 7.4. Subscriber agrees that the provision of Market Data hereunder is conditioned upon Subscriber's strict compliance with the terms of the Agreement and that the Distributor or Exchange may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof.
- 7.5. Subscriber further represents and warrants that (i) it has all necessary power and authority to execute and perform the Agreement; (ii) the Agreement is legal, valid, binding and enforceable against Subscriber; (iii) neither the execution of, nor performance under, the Agreement by Subscriber violates or will violate any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Subscriber or the Exchange; and (iv) its access to and use of the Market Data will be in accordance with all applicable federal, state, and local laws, regulations, and treaties.

8. Disclaimer Of Warranties

MARKET DATA IS PROVIDED, AND SUBSCRIBER AGREES THAT THE MARKET DATA IS PROVIDED, ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. SUBSCRIBER AGREES THAT: DISTRIBUTOR AND ITS AFFILIATES; EXCHANGE AND ITS AFFILIATES; AND ANY OF THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, AND ANY LICENSOR TO EXCHANGE, DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

9. Limitations Of Liability And Damages

- 9.1. SUBSCRIBER AGREES THAT: DISTRIBUTOR AND ITS AFFILIATES; EXCHANGE AND ITS AFFILIATES; AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS AND ANY LICENSOR TO EXCHANGE:
 - (i) DO NOT GUARANTEE THE SEQUENCE, ACCURACY OR COMPLETENESS OF THE MARKET DATA, NOR SHALL ANY OF THEM BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN MARKET DATA, OR IN THE TRANSMISSION THEREOF, OR FOR ANY OTHER DAMAGES ARISING IN CONNECTION WITH SUBSCRIBER'S RECEIPT OR USE OF MARKET DATA, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART, A FORCE MAJEURE EVENT OR ANY OTHER CAUSE.
 - (ii) SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, LIABILITY OR OTHER DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE MARKET DATA THEREUNDER, INCLUDING BUT NOT LIMITED TO:
 - (a) ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF, THE SITE OR THE MARKET DATA; OR
 - (b) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY SUBSCRIBER, ITS CUSTOMERS OR ANY OTHER ENTITIES OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS.
 - (c) LOSS OF BUSINESS REVENUES, LOST PROFITS OR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT DISTRIBUTOR, EXCHANGE AND ITS AFFILIATES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO THE AGREEMENT AND THE MARKET DATA, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARKET DATA OR (ii) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY SUBSCRIBER OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MARKET DATA.
- 9.3. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY, OR ANY PART THEREOF, SHOULD BE DEEMED INVALID OR INEFFECTIVE, THE CUMULATIVE LIABILITY OF DISTRIBUTOR, EXCHANGE, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS SHALL NOT EXCEED THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF FIFTY DOLLARS (\$50.00), WHICHEVER IS LESS.

10. Term And Termination

- 10.1. The Agreement will commence on the Effective Date. Subject to Subscriber's strict compliance with the provisions of the Agreement, the provision of Market Data by the Distributor hereunder will continue in force for a period of one (1) month from the Effective Date (the "Initial Term"), and shall automatically renew at the end of such Initial Term for one (1) month and automatically thereafter on a month-to-month basis (such ongoing renewals, the "Renewal Terms"), provided, however, that either Party may terminate the Agreement by providing at least ten (10) days' prior electronic or written notice that it declines such automatic renewal.
- 10.2. Distributor and Exchange may from time to time modify and amend the Agreement, and Subscriber agrees to be bound by such terms. Subscriber may terminate the Agreement upon ten (10) days' electronic or written notice upon such modification or amendment. By continuing to access or use the Market Data after Distributor or Exchange has provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement.
- 10.3. Upon any termination of the Agreement, Subscriber shall discontinue any use of the Market Data, and delete any and all Market Data received under the Agreement, including without limitation any stored historical Market Data.

11. Survival

The provisions of the Definitions Section 1, Proprietary Rights In The Market Data Section 2, and Sections that by their nature should reasonably survive, and any amendments to the provisions of the aforementioned, will survive any termination or expiration of the Agreement.

12. Indemnification

Subscriber will indemnify, defend and hold the Distributor and Exchange, and their respective affiliates, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with the Agreement, including, without limitation, any liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

13. Miscellaneous

- 13.1. Any action arising out of the Agreement shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. The Parties submit to the exclusive jurisdiction of the state and federal courts situated in Cook County, State of Illinois.
- 13.2. Subscriber may not assign all or any part of the Agreement without the prior written consent of the Distributor.
- 13.3. Subscriber may not modify or amend the terms of the Agreement.
- 13.4. In the event of any conflict between the terms and conditions of the Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, the terms and conditions of the Agreement will prevail.
- 13.5. If, for any reason, one or more provisions of the Agreement or part thereof is held invalid, the other provisions of the Agreement, or parts thereof, shall remain in full force and effect.
- 13.6. Subscriber hereby consents to use by CME and its affiliates of proprietary data or other personal information regarding Subscriber received by CME and its affiliates from time to time through the conduct of their businesses, including any data submitted to them to fulfill regulatory obligations, for commercial, business and marketing purposes. Except as may be otherwise set forth herein (for reporting purposes or otherwise), CME and its affiliates will not reveal the following information obtained from Subscriber to fulfill regulatory obligations to non-affiliated third-parties on a non-aggregated, non-anonymized basis, except (x) as permitted by law, (y) as required or requested by regulatory authority or (z) pursuant to a valid court order, subpoena or equivalent legal instrument: (i) personally identifiable information, (ii) detailed transaction data, (iii) position data, (iv) investigative materials, or (v) financial source documents.
- 13.7. The Distributor and Subscriber acknowledge and agree that CME is an intended third party beneficiary to the Agreement, and that CME may enforce all of the terms hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be duly executed in its name and on its behalf by the officer or representative duly authorized.

DISTRIBUTOR

SUBSCRIBER

Signature:

Name:

Title (if applicable):

Company Chop:

Date:

Date:

GUARANTOR INFORMATION & AGREEMENT
擔保人資料及擔保書

(For Corporate Securities Margin Account / Corporate Futures Trading Account)
(公司證券孖展(融資)帳戶 / 公司期貨交易帳戶適用)

Return ORIGINAL Form
請交回此申請表正本

Guarantor's Information 擔保人資料

Basic Information 基本資料

1. Name 姓名	<input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Ms. 小姐 <input type="checkbox"/> Mrs. 太太 <input type="checkbox"/> Dr. 博士	English Name 英文姓名 (Use block letters 請以正楷填寫)	Chinese Name 中文姓名
2. Gender 性別	<input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女	3. Marital Status 婚姻狀況 <input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚	4. Date of Birth 出生日期 Year 年 Month 月 Day 日
5. Citizenship 國籍	6. Primary Residence 主要居留地 (Country 國家)		
7. Official ID 身份證明文件	ID No. 證件號碼	Type 種類	<input type="checkbox"/> Attach certified copy of official photo ID 附上印有相片的身分證明文件的已核證副本
8. Are you currently holding any BOOM account(s)? 您目前是否持有任何 BOOM 帳戶?	<input type="checkbox"/> No 否 <input type="checkbox"/> Yes* 是* * Please provide your BOOM A/C No: 請提供您的 BOOM 帳戶號碼:		
9. Besides the account mentioned above, are you related to any other BOOM account(s)? 除上述帳戶外, 您是否與其他 BOOM 帳戶有任何關連?	<input type="checkbox"/> No 否 <input type="checkbox"/> Yes* 是* * Please specify: 請註明:		

Employment and Financial Status 就業及財政狀況

10. Employer's Name 僱主名稱	11. Industry 業務性質 <input type="checkbox"/> Securities / Finance 證券 / 金融 <input type="checkbox"/> Others, please specify 其他, 請列明	
12. Annual Income (USD) 每年入息 (美元) <input type="checkbox"/> Below \$25,000 以下 <input type="checkbox"/> \$25,000 - \$49,999 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$100,000 - \$499,999 <input type="checkbox"/> \$500,000 or above 或以上	13. Years of Employment 受僱年數	14. Position 職銜
15. Properties 物業 <input type="checkbox"/> Owned 全資擁有 (Please specify the property address 請註明物業地址) <input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> With Parents 與父母同住 <input type="checkbox"/> Rented 租住 <input type="checkbox"/> Others 其它	16. Present Net Assets 資產淨值 Currency 貨幣 Amount 金額	

Contact Details 聯絡資料

17. Mobile Tel. 手提電話 + -	18. Email 電郵地址
19. Home Tel. 住宅電話 + -	20. Office Tel. 公司電話 + -
21. Residential Address# 現居地址#	22. Office Address# 公司地址#
# Attach proof of residential address 附上住址證明副本	
23. Correspondence Address 通訊地址 <input type="checkbox"/> Residential Address 住宅地址 <input type="checkbox"/> Company Address 公司地址	24. Preferred Communication Language 主要通訊語言 <input type="checkbox"/> English 英文 <input type="checkbox"/> Chinese 中文

Guarantee for the Client 為客戶擔保

25. Client's Info 客戶資料	Name 名稱	B.R. / C.I. No. B.R. / 公司註冊編號
26. BOOM A/C BOOM 帳戶	Securities A/C No. 證券帳戶號碼	Securities Agreement Sign Date 證券客戶協議簽訂日期
	Futures A/C No. 期貨帳戶號碼	Futures Agreement Sign Date 期貨客戶協議簽訂日期
	(If applicable 如適用)	

Guarantor Declaration and Signature 擔保人聲明及簽署

27. Acknowledgement regarding Accuracy of Information provided 關於提供準確資料的確認

- ☐ I, the undersigned, declare and represent that I have examined the information as provided by me on this Form are true, correct and complete and that the representations made by me are accurate. BOOM is entitled to rely fully on such information and representations for all purposes, unless BOOM receives notice in writing of any change.

本人同意本表格的資料均屬真實及正確。除非 BOOM 收到任何資料改變的書面通知，BOOM 完全可以依靠這些資料及陳述作任何目的。

28. Acknowledgement regarding Use of Information provided 關於使用所提供資料的確認

- ☐ I agree that the personal data in relation to any individual(s) provided to BOOM may be used, disclosed and/or transferred by BOOM for such purposes and to such persons in accordance with BOOM's Privacy Policy on BOOM's website.

本人同意，本表格內所披露之個人資料，可供 BOOM 進行核對 / 行政程序，或其他用途根據 BOOM 網站上的個人資料收集聲明。

29. Execution of Agreement(s) 同意受協議條款所約束

- ☐ I, the undersigned, confirm that I have read and fully understood the attached provisions of the **Guarantee Agreement**. I accept and agree to be bound by the Guarantee Agreement in full, as it may be amended from time to time.

本人，下述簽署人士，確認本人已閱讀過及完全明白附上的「擔保書」之條款。本人接受及同意受該「擔保書」現時有效及不時修改的條款所約束。

Guarantor's Signature 擔保人簽署

Date 日期 (YYYY/MM/DD 年/月/日)

30. Witness' Signature 見證人的簽署

<p>Name of Witness 見證人姓名</p>		
Occupation of Witness 見證人職業	Witness' Signature* 見證人簽署*	Date 日期

* Acceptable witness can be a BOOM employee, a SFC licensed or registered person, a Justice of Peace, or a professional person (such as a branch manager of a licensed bank, lawyer, certified public accountant (practicing), chartered secretary or notary public).
認可的見證人包括 BOOM 僱員、證監會持牌或註冊人士、太平紳士、專業人士（如持牌銀行分行經理、律師、執業會計師、特許秘書、公證人等）。

The witness also need to sign and state "Certified True Copy" on the Guarantor's official ID / passport cop(ies).
見證人另須於擔保人的身份證明文件副本上簽名並寫上「經核證之真實副本」。

For Official Use Only 只供本行使用		
Signature Verified by 核對簽署	Authorized by 批核授權	System Setup by 設定系統
Date 日期	Date 日期	Date 日期

Guarantor Warranty and Undertaking – Guarantee Agreement

擔保人保證及承諾書 - 擔保書

This Guarantee is made between the person (the “**Guarantor**”) named as the Guarantor in the “Guarantor Information” form (the “**Form**”) and Monex Boom Securities (H.K.) Limited (“**BOOM**”) on the day when the Form is signed by the Guarantor.

本擔保書由「擔保人資料表格」（「**表格**」）內列明的人士（「**擔保人**」）及實盛證券(香港)有限公司（「**BOOM**」）於擔保人簽署表格的日期同時簽訂。

Whereas:

鑒於

- A. The Guarantor offers this Guarantee in consideration for BOOM accepting or continuing to maintain one or more accounts (including but not limited to the Client's BOOM account(s) stated in the form) for the benefit of the person (the “**Client**”) named as the Client in the Form; and
擔保人考慮 BOOM 接納或持續為表格內列明的客戶（「**客戶**」）設立或維持一個或多個帳戶（包括但不限於表格內列明客戶的 BOOM 帳戶）而出具本擔保書；及
- B. BOOM agrees to accept this Guarantee as a condition precedent to accepting or continuing to maintain one or more accounts for the benefit of the Client.
BOOM 同意接納將本擔保書作為一項先決條件，以接納或持續為客戶設立或維持一個或多個帳戶。

Now it is hereby agreed as follows:

雙方茲協議如下：

1. Unlimited Guarantee

無限制擔保書

In consideration for BOOM accepting or continuing to maintain one or more accounts for the benefit of the Client or for other valuable consideration (receipt of which is hereby acknowledged), the Guarantor hereby unconditionally and irrevocably guarantees to BOOM as primary obligor and not merely as surety that the Guarantor shall pay promptly to BOOM any and all amounts demanded by BOOM, from time to time and at any time, which represent a deficit in any of the Client's accounts with BOOM and any other sums owing by the Client to BOOM, howsoever arising under the Securities Client Agreement and Futures Client Agreement (if applicable) (collectively the “Agreement(s)”) made between the Client and BOOM. This Guarantee is a continuing guarantee and shall extend to the ultimate balance of any and every deficit and other sums owing to BOOM (together with all expenses whatsoever incurred by BOOM in the negotiation, preparation, execution or enforcement of this Guarantee) and shall not be discharged or otherwise affected by any intermediate payment or satisfaction of any part of the Guarantor's obligations.

考慮到 BOOM 接納或持續為客戶設立或維持一個或多個帳戶，或者因其它有價值之代價（該等代價現已獲確認收妥），擔保人茲以主要責任人而非僅以保證人身份，無條件且不可撤回地向 BOOM 擔保，擔保人將按 BOOM 不時與及任何時候提出之要求，迅速向 BOOM 支付任何及一切款項，以填補 BOOM 為客戶設立之 任何 帳戶之赤字或者客戶拖欠 BOOM 之任何其它款項，不論該等赤字或拖欠款項是如何依據客戶與 BOOM 簽訂之「證券客戶協議」及「期貨客戶協議」（如適用）（合稱「協議書」）而產生。本擔保書是一份持續有效之擔保書，適用於客戶帳戶之任何及每項赤字與及拖欠 BOOM 之其它款項（連同 BOOM 於談判、準備、執行或強制執行本擔保書時產生之一切任何種類費用）之最終結欠金額，並且不應因任何中期付款或者擔保人履行其任何部分責任而解除或受到影響。

2. Unconditional Guarantee

無條件擔保書

If the Client fails to make payment in accordance with the Agreement(s) for any reason whatsoever, BOOM shall forthwith be entitled thereupon to make a written demand on the Guarantor to make full payment of all monies still due and owing by the Client to BOOM together with all such amount of outstanding interest, costs and expenses accrued thereon as stated by BOOM in notice. The Guarantor's obligation to make such payment shall be irrevocable, absolute and unconditional, irrespective of the validity or enforceability of the Agreement(s), the absence of actions by BOOM to enforce the Agreement(s), any waiver or consent by BOOM to enforce the Agreement(s), any waiver or consent by BOOM concerning any provision of the Agreement(s), the rendering of any judgment against the Client or any action by BOOM to enforce such judgment, or any other circumstances that otherwise might constitute a legal or equitable defense or discharge of a guarantor.

倘若客戶因任何原因不按協議書規定支付款項，BOOM 有權書面要求擔保人按 BOOM 通知書所列金額，全數支付客戶到期但仍未支付 BOOM 之一切款項連同該等欠款應計之一切欠款利息、費用及開支。擔保人作出該等付款之責任是不可撤回的、絕對的及無條件的，不論協議書之有效性或可強制執行性如何、BOOM 沒有採取行動強制執行協議書規定、BOOM 放棄或同意強制執行協議書任何規定、BOOM 就協議書任何規定棄權或同意、法庭對客戶作出任何判決或者 BOOM 為強制執行該等判決採取任何行動、或者存在可能構成一種法律上或衡平法上之擔保人抗辯或解除責任之任何其它情況。

3. Preservation of Rights

保留權利

Until any and every deficit and other sums owing have been irrevocably paid and discharged in full, BOOM may:

於客戶帳戶之任何及每項赤字或者客戶拖欠 BOOM 之任何及每項其它款項經已不可撤回地支付及全部清償之前，BOOM 可以：

- a. refrain from applying or enforcing any other security, moneys or rights held or received by BOOM in respect of such amounts or apply and enforce the same in such manner and order as BOOM sees fit (whether against such amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same and also shall not take any step to enforce any right or claim whatsoever against the Client in respect of any monies paid by the Guarantor to BOOM under this Guarantee or have or exercise any rights as surety in competition with or in priority to any claim of BOOM; and
不運用或執行其持有或收到之與該等款項相關之任何其它證券、款項或權利，或者以其認為合適之方式及次序（不論是否就該等款項或其它項目），運用或執行該等證券、款項或權利，擔保人無權受益於該等證券、款項或權利，並且不得就其按本擔保書規定支付 BOOM 之任何款項採取任何行動強制執行任何權利或向客戶提出任何種類之索償，亦不擁有或不得行使與 BOOM 之任何索償構成競爭或優先於 BOOM 之任何索償之任何保證權利；及

- b. hold in suspense account (without liability to pay interest thereon) any monies received from the Guarantor or on account of the Guarantor's liability hereunder. Notwithstanding any such payment, in any proceedings in (or analogous to) bankruptcy, liquidation, composition or arrangement, BOOM may prove for and agree to accept any dividend or composition in respect of the whole or any part of any amounts owing to BOOM as if this Guarantee had not been given.

將向擔保人收取或因本擔保書規定就擔保人之責任而收取之任何款項存入暫記帳戶（毋須支付存款利息）。儘管存在任何該等付款，處於任何法律程序期間、出現（或類似出現）破產、清盤、債務和解或安排情況，BOOM 均可以申領並且同意接收拖欠 BOOM 之全部或任何部分款項之任何紅利或債務和解，如同擔保人沒有出具本擔保書一般。

4. Additional Security

附加保證

This Guarantee shall be in addition to and shall not in any way be prejudiced by any other guarantee or security now or hereafter held by BOOM as security for the obligations of the Client. BOOM's rights hereunder are in addition to and not exclusive of those provided by law.

本擔保書為作為客戶之責任之保證，並為現在或日後由 BOOM 持有作為保證物之任何其它擔保書或保證物之附加保證，並且不受任何該等擔保書或保證物影響。本擔保書規定之 BOOM 權利，附加於並且不豁除法律規定之 BOOM 權利。

5. 證明書

Certificate

A certificate of BOOM as to any amount owing from the Client hereunder shall (in the absence of any manifest error) be conclusive evidence of such amount as against the Guarantor.

BOOM 按本擔保書規定就客戶拖欠之任何款項發出一份證明書，（在無明顯錯誤之情況下，）應為擔保人應負擔該等款項之決定性證據。

6. Security

保證

The Guarantor hereby warrants that it does not hold and will not take or hold without BOOM's prior written consent any security from the Client in respect of the Guarantor's liability hereunder. Any security so taken (whether with or without the consent of BOOM) shall be held in trust for BOOM and as security for the Guarantor's liability under this Guarantee. The Guarantor will deposit such security and any document relating thereto with BOOM as soon as practicable.

擔保人茲保證，未經 BOOM 事先書面同意，擔保人不會就本擔保書規定之擔保人責任而持有並且將不會持有客戶交給之任何證券。如此取得之任何證券（不論是否經 BOOM 同意），應以信託形式為 BOOM 持有，並且作為本擔保書規定之擔保人責任之保證物。擔保人將在切實可行的範圍內盡快把該等證券以及任何相關文件交給 BOOM 保管。

7. Payments

付款

a. Manner of Payment. All payments to be made by the Guarantor hereunder shall be made in immediately available funds in the same currency in which the corresponding obligations are payable by the Client to such account as BOOM may specify.

付款方式：擔保人按本擔保書規定支付之所有款項，應以與客戶應支付有關款項之帳戶相同之貨幣，用即時可動用之資金，存入 BOOM 指定之帳戶。

b. Taxes. All payments by the Guarantor under or in connection with this Guarantee shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all taxes. All taxes in respect of this Guarantee and payments hereunder shall be for the account of and shall be paid by the Guarantor for his own account. If the Guarantor is compelled by law to make payment subject to any tax and BOOM does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for hereunder, the Guarantor will pay all necessary additional amounts to ensure receipt by BOOM of the full amount so provided for. The Guarantor will indemnify BOOM in respect of all such taxes.

稅項：擔保人按本擔保書規定或與本擔保書相關而支付之一切款項，應不含稅項、已清繳稅項、毋需沖銷或回扣稅項。與本擔保書以及本擔保書規定款項相關之所有稅項，應由擔保人自行繳付。倘若擔保人被法律強令支付之款項必須納稅，且 BOOM 於到期應付日期尚未為其本身利益實際收到相當於本擔保書規定之全數款項金額之淨金額，擔保人將支付一切必須之附加金額，以確保 BOOM 收到本擔保書規定之全數款項金額。擔保人將就所有該等稅項賠償 BOOM。

c. Costs. All costs and expenses, including stamp duty, legal fees and any other costs or charges payable in connection with this Guarantee shall be borne by the Guarantor and the Guarantor shall pay to BOOM on demand immediately all such costs and expenses.

費用：與本擔保書相關之一切費用開支，包括印花稅、法律費用、以及任何其它應付之費用或收費，均應由擔保人負擔，且擔保人應就 BOOM 之要求即時向 BOOM 支付一切該等費用及開支。

8. Undertakings

承諾

a. General. The undertakings in this Clause shall remain in force from and after the date hereof and so long as any deficit is or may be outstanding or this Guarantee is in force.

一般規定：本條中所列之各項承諾，於本擔保書簽署之日開始生效，只要客戶帳戶出現任何赤字或可能未償付之款項或者本擔保書仍然有效時，本擔保書將持續有效。

b. Information. The Guarantor will deliver to BOOM promptly upon request such information as to his business affairs and financial condition as BOOM from time to time may request.

資料：擔保人將按 BOOM 之要求，從速向 BOOM 提供 BOOM 不時需要之業務與財務狀況資料。

c. Consents. The Guarantor will obtain and promptly renew from time to time all consents, licenses, approvals and authorizations as may be required under any applicable law or regulation for the making, performance, validity and enforceability of this Guarantee and shall comply with the terms unconditionally thereof.

同意：擔保人將按照任何適用法律或規例規定，取得並且不時即時更新訂立、履行本擔保書並使本擔保書有效及可予強制執行所需之一切同意書、特許證、批准書及授權書，並且應無條件遵守所述同意書、特許證、批准書及授權書所含之條款。

d. Disposals. The Guarantor will not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, convey, transfer or otherwise dispose of all or a substantial part of the assets of the Guarantor.

處置：擔保人將不會在一次單一交易或者一系列交易（不論是否相互關連、自願還是不自願）之中出售、轉易、轉移或以任何其它方式處置擔保人之資產之全部或其中一個重要組成部分。

e. Negative Pledge. The Guarantor will not create or permit to subsist any encumbrance or arrangement or agreement the effect of which is the creation of security on the whole or any part of the respective present or future assets of the Guarantor.

負質押：擔保人將不製造或者允許他人存續以擔保人現在或將來之全部或任何部分資產作為保證之任何產權負擔、安排或協議。

f. Third Party Guarantees. The Guarantor will procure that no guarantee or other assurance whatsoever against financial loss is granted by him or remains outstanding on the date hereof, without the written consent of BOOM.

第三者擔保書：未經 BOOM 書面同意，擔保人將不會就任何資金損失或於本擔保書簽署日期的尚未清償之款項，促使作為第三者的擔保人簽署任何擔保書或者作出其它保證。

g. Not in Default. The Guarantor will disclose to BOOM in writing immediately if the Guarantor is in default under any agreement or instrument binding on him or affecting his assets or involved in any material litigation.

不得違約：擔保人倘若違反對其具約束力、或者對其資產有影響之任何協議或契約文件規定，或者涉及任何重大訴訟案件，擔保人將會把有關情況，即時以書面通知 BOOM。

9. Miscellaneous

其它規定

a. Set-off. BOOM may (but shall not be obliged to) set-off against any obligation of the Guarantor due and payable hereunder any moneys, securities and any other property held by BOOM or any Affiliated Company for the account of the Guarantor (whether sole or joint with any other person or persons) at any office of BOOM or any Affiliated Company anywhere and in any currency. BOOM may effect such currency exchanges as are appropriate to implement such set-off. For the purposes of this Clause 9a, "Affiliated Company" shall mean any company that is, for the time being, a company having an ordinary share capital of which not less than 10 per cent is owned directly or indirectly by BOOM or which directly or indirectly owns not less than 10 per cent of the ordinary share capital of BOOM.

抵銷：BOOM 可以（但是沒有義務如此辦理）將其或其聯營公司以任何貨幣在 BOOM 或任何聯營公司於任何地方設立之任何辦事處為擔保人帳戶（不論是獨有帳戶還是與任何其他人士之聯名帳戶）持有之任何款項、證券、以及任何其它財產，用來抵銷本擔保書規定擔保人到期應付之任何款項。BOOM 可以適當貨幣兌換該等貨幣，以進行該等抵銷。就本擔保書第 9a 款而言，“聯營公司”一詞，指當時由 BOOM 直接或間接擁有其不少於百分之十（10%）之普通股本之任何公司，或者指當時直接或間接擁有 BOOM 不少於百分之十（10%）之普通股本之任何公司。

b. Interest on Obligations. All sums owed by the Guarantor to BOOM under this Guarantee including, but not limited to, BOOM's costs and expenses of collection (including legal costs), shall bear interest payable on demand at a rate per annum equal to 8% over either the cost of funds to BOOM or the prime lending rate charged by The Hongkong and Shanghai Banking Corporation Limited from time to time, whichever is the higher, from the date when such sums become payable by the Guarantor hereunder until payment of such sums in full provided that BOOM may vary the prevailing rate of interest from time to time.

責任利息：擔保人按本擔保書規定欠下 BOOM 之一切款項，包括但不限於 BOOM 之各項費用及收款開支（包括法律費用），應於催繳時支付利息。所述利息應以高於相當於 BOOM 投入之資金成本或香港上海匯豐銀行有限公司不時公布之最優惠利率百分之八（8%）以年利率計算（取兩者之中較高者），從本擔保書規定擔保人應支付該等款項之日起，計算至該等款項全部支付之日止。惟 BOOM 可不時更改現行利率。

- c. Assignment. Neither this Guarantee nor any interests or obligations in or under this Guarantee may be transferred or assigned by the Guarantor without the prior written consent of BOOM.
轉讓：未獲得 BOOM 事先書面同意，擔保人不得轉移或轉讓本擔保書或者本擔保書所含或規定之任何利益或責任。
- d. Amendments. No amendment, modification or waiver in respect of this Guarantee will be effective unless in writing and executed by each of the parties or confirmed in writing.
修訂：除非經訂約雙方書面簽署或書面確認，否則對本擔保書之任何修訂、修改或棄權一概無效。
- e. Irrevocable guarantee. This Guarantee shall not be revocable by the Guarantor and shall remain in full force and effect until all the undertakings hereunder have been discharged by the Guarantor in full to Broker's satisfaction and shall be binding on the Guarantor's executors, administrations, successors or legal representative. Also, if any of the provisions of this Guarantee becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
不可撤回之擔保書：本擔保書不能由擔保人撤回，並且保持十足效力，直至 BOOM 滿意擔保人已履行本擔保書規定之全部承諾時為止。本擔保書對擔保人之遺囑執行人、遺產管理人、繼承人或法定代表人均具約束力。倘若按法律規定，本擔保書之任何規定於任何方面成為無效、不合法或不可強制實施之規定，本擔保書其餘各項規定之有效性、合法性或可強制實施性，於任何方面均不受影響或損害。

10. Joint and several obligations

共同及各別責任

- a. Where this Guarantee is executed by or on behalf of the Guarantor involving two or more parties, the Guarantor's obligations shall take effect as joint and several obligations and all references to the Guarantor shall take effect as references to any of such parties. This Guarantee shall not be revoked or impaired as to any of such parties by the death, incapacity or insolvency of any other party.
當簽署本擔保書之擔保人為兩名或多名人士時，擔保人之責任應成為共同及各別責任，由所述兩名或多名擔保人承擔，本擔保書中提及之擔保人，應指所述兩名或多名擔保人其中之一。所述兩名或多名擔保人其中之一死亡、無行為能力或者無力償債，本擔保書不得撤銷或受損害，亦不影響其他擔保人之責任。
- b. BOOM may release or discharge any of such parties from their obligations under this Guarantee or accept any compromise from or make any other arrangements with any of such parties without releasing or discharging the other(s) or otherwise prejudicing or affecting BOOM's rights and remedies against the other party(ies).
BOOM 可以免除或解除所述兩名或多名擔保人其中任何一人之本擔保書所規定之各項責任，或者接受所述兩名或多名擔保人其中任何一人之任何妥協或與其達成任何其它安排，而不免除或解除其他各擔保人之責任，亦不影響 BOOM 對其他擔保人行使各項權利或採取補救措施。

11. Notice

通知

Any notice or communication given by BOOM to the Guarantor shall be deemed made or given, if the same is addressed to the Guarantor at any of his business, residential or mailing addresses as they appear from time to time on BOOM's records or by telephone, electronic mail or facsimile to any number or address notified to BOOM from time to time for the purpose
BOOM 發給擔保人之任何通知或通訊，倘若發往 BOOM 不時記錄之擔保人之任何商業地址、住宅地址或郵遞地址，或者以電話、電子郵件或圖文傳真方式發往擔保人為接收通知目的不時通知 BOOM 之任何號碼或地址，則視該通知經已於下列時間送達：

- a. on the second business day after such notice is mailed (in the case of post); and
(若採用郵遞方式，) 於該等通知寄出之後第二個營業日；及
- b. when delivered (in the case of personal delivery) or communicated (in the case of telephone, telex cable, telegraph, electronic mail or facsimile transmission), and
(若為專人送交，) 於通知送達之時，或者 (若採用電話、電傳、電報、電子郵件或圖文傳真方式發出)，

that no such notice of communication need to be signed on behalf of BOOM. 於通訊完成之時，且該等通訊毋須有人代表 BOOM 簽署。

12. Governing Law

法律管轄

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HK SAR") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of HK SAR.

本擔保書及其規定之一切權利、義務及責任，受中華人民共和國香港特別行政區（「香港特區」）法律管轄並應根據所述法律詮釋，且訂約雙方均不可撤回地服從香港特區法院之非專屬性司法管轄。

(If there's any conflict between the English and Chinese versions of this document, the English version shall prevail.)

(本文件的中英文版本如出現歧義，一切解釋概以英文版本為準。)



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

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

January 2018 Edition
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Licensed by the Securities and Futures Commission for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity (CE Number AEF808)
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獲證券及期貨事務監察委員會發牌可進行第 1 類（證券交易）、第二類（期貨合約交易）及第 7 類（提供自動化交易服務）受規管活動（中央編號：AEF808）

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

倘本協議及附件的中、英文版本之間有不一致之處，概以英文本為準。

CLIENT AGREEMENT

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

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

1. DEFINITIONS AND INTERPRETATION

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

"Access Codes"	means together the login ID, login password and Trading Keycode;
"Base Currency"	means the currency in which the Account and all balances, fees and charges relating to the Account are denominated, as designated by the Client on the account application form and as the Client may from time to time amend by giving notice to BOOM;
"Business Day"	means any day other than a Saturday, a Sunday and any day which is a general holiday as defined under the General Holidays Ordinance (Cap. 149) of the Laws of Hong Kong;
"Event of Default"	shall have the meaning ascribed to it in clause 10.3;
"Financial Product"	means any securities as defined under the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong;
"Instruction"	means any instruction given by the Client including any instruction for or in respect of (i) the subscription, buying or selling of or other dealing in any Securities, (ii) the deposit or withdrawal of funds, Securities or other assets into or from the Account, (iii) the exchange or conversion of any funds, Securities or other assets, or (iv) the exercise of any rights in respect of any funds, Securities or other assets in the Account;
"Trading Keycode"	means the personal identification number used to authenticate Instructions to buy and sell Securities;
"Market Information"	includes market commentary, research reports and news and data relating to the prices, volumes, bids and asks for Securities;
"Securities"	means shares, stocks, bonds, debentures, warrants, options, certificates of deposit and other securities of every type and description and other property other than cash.

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

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

2. BOOM

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

3. DESCRIPTION OF SERVICE

3.1. Scope of Services

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

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

Unless otherwise notified to the Client, BOOM shall act as the agent for the Client. In executing any Instruction, BOOM may in its sole and absolute discretion determine the method by which such trade is executed including as regards venue, and choice of broker or dealer or counterparty (whether acting as underwriters, investment managers, merchant or commercial banks, registered or licensed deposit takers, brokers, dealers or otherwise). BOOM does not represent or warrant that any order for any trade will be executed in any specific venue. Where BOOM is unable to execute any order in full, it may execute the order in part without reference to the Client and without liability to the Client for any loss he may incur as a result of the order not being executed in full.

客戶協議

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

請細閱本文件，並保留供日後參考之用。

1. 定義及釋義

在本協議中，以下詞語除文意另有規定外，具以下涵意：

「帳戶登入編碼」	指登入編號、登入密碼及個人識別號碼；
「基礎貨幣」	指帳戶以及涉及該帳戶的所有結餘、費用及收費用以計值的貨幣，而且該貨幣是經客戶在帳戶申請表中指明，並可由客戶不時向 BOOM 發出通知予以修訂；
「營業日」	指任何一日除了星期六、星期日及於香港法例《公眾假期條例》（第 149 章）所定義該日為公眾假期的日子；
「違約事件」	具第 10.3 條賦予該詞的意思；
「金融產品」	指任何於香港法例《證券及期貨條例》（第 571 章）所定義的證券；
「指示」	指客戶所作的指示，包括為以下事項或就以下事項所作的指示：(i) 認購、購買或出售或以其他方式買賣任何證券，(ii) 在帳戶存入或提取任何資金、證券或其他資產，(iii) 交換或轉換任何資金、證券或其他資產，或 (iv) 行使與帳戶中任何資金、證券或其他資產有關的任何權利；
「個人識別號碼」	指用於核證購買或出售證券的指示的個人識別號碼；
「市場資訊」	包括關於證券的價格、成交量、買盤和賣盤的市場評論、研究報告及新聞和數據；
「證券」	指股份、股票、債券、債權證、認股權證、期權、存款證及其他各種類型的證券及現金以外的其他財產。

在本協議中，凡提述「包括」一詞須解釋為提述「包括但不限於」。

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

2. BOOM

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

3. 服務說明

3.1. 服務範圍

BOOM 可向客戶提供以下服務，以及不時經書面同意的其他服務：

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

除非 BOOM 另作通知客戶，BOOM 乃客戶的代理人。在執行任何指示時，BOOM 可全權及絕對酌情決定執行買賣的方法，包括場所、選用的經紀或交易商或對手方（不論是以包銷商、投資經理、商人或商業銀行、註冊或持牌接受存款人、經紀、交易商或其他身分），BOOM 並未陳述或保證任何買賣盤會於任何特定場所執行。如 BOOM 未能全數執行任何買賣盤，BOOM 可無須知會客戶而執行買賣盤的其中部份，而且不會因未能執行全部買賣盤所引致的任何損失而對客戶負責。

3.2. Limitations in Services

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

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

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

3.3. Delegation

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

3.4. Applicable Laws

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

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

4. INSTRUCTIONS

4.1. Acceptance

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

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

4.2. Authorized Signatories

BOOM may rely upon any Instruction from any person (from time to time) designated by the Client as an authorized signatory and for the purposes of this Agreement, any such Instruction shall be deemed to be an Instruction from and binding on the Client whether or not such person had actual authority to give such Instruction. The Client shall ratify and confirm all Instructions from any such person.

4.3. Communication Risks

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

3.2. 服務限制

客戶確認 BOOM 並不提供投資意見。在不局限前述條文下：

- (a) BOOM 不會就任何買賣的適合性或盈利水平，或任何買賣的法律、財務或稅務後果，而向客戶提出意見或代客戶作出任何判斷。客戶須就每宗買賣自行作出判斷，並對其買賣負全部責任。倘客戶因 BOOM 向其提供就任何買賣有關的資訊而招致或與之有關而蒙受任何損失或損害，BOOM 及其任何僱員、高級人員或代理人均不承擔任何責任。
- (b) BOOM 並不監察客戶所持證券及其所持的其他資產的表現，而且 BOOM 沒有責任按任何情況或其他方面的變化而建議任何買賣。BOOM 對於帳戶中任何證券或其他資產的價值縮減概不負責。
- (c) 倘 BOOM 向客戶提供任何市場資訊，而客戶以之作出其投資決策，則客戶確認該等市場資訊乃由第三者提供，BOOM 不會而且沒有責任核實該等市場資訊是否正確或完整。對於該等市場資訊是否正確或完整，BOOM 不作任何保證或陳述，並且對於客戶因該等資訊不正確或不完整所招致的損失概不負責。BOOM 向客戶提供市場資訊並不構成 BOOM 向客戶提供的意見，而且不該解釋為推介與該等市場資訊有關的證券。在任何情況下，對於客戶因依賴市場資訊（而且為免引起疑問，即使該等市場資訊是在疏忽或欺詐的情況下擬備）而招致任何損失，BOOM 亦概不負責。

在任何情況下，BOOM 對客戶因任何買賣而招致的稅務責任概不負責。

3.3. 職能轉授

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

3.4. 適用法律

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

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

4. 指示

4.1. 接受

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

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

4.2. 授權簽署人

BOOM 可根據客戶（不時）指定為授權簽署人的任何人士所作的指示，而就本協議而言，該等指示須視為客戶的指示並對客戶具約束力，不論該人士是否具實際權限作出該指示。客戶須追認並確認由該人士作出的一切指示。

4.3. 通訊風險

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

4.4. Online Instructions

Without prejudice to clause 4.2, the Client shall be solely responsible for all Instructions relating to the Account which are entered into the online trading platform using the Client's Access Codes. The right to use the online trading platform is personal and the Client shall keep his Access Codes confidential and take all reasonable steps to protect his Access Codes from being used for unauthorized access to the online trading platform including by (i) ensuring that its login password and Trading Keycode are different, and (ii) changing its login password and Trading Keycode on a regular basis. The Client shall immediately notify BOOM in writing if he becomes aware of any disclosure or use of his Access Codes that the Client has not authorized. The Client shall check the digital certificate of the BOOM website used to access the online trading platform to verify the integrity of the domain name entered by him to access the online trading platform.

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

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

4.5. Telephone Instructions

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

4.6. Email and Facsimile Instructions

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

4.7. Consolidation, Disaggregation & Prioritization

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

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

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

4.8. Consent to Contact

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

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

4.4. 網上指示

在不損害第 4.2 條規定的原則下，客戶須就其使用其帳戶登入編碼登入網上交易平台就其帳戶作出的一切指示單獨負責。使用網上交易平台的權利是個人的，客戶須將其帳戶登入編碼保密，並採取一切合理措施避免其帳戶登入編碼在未經授權下用於登入網上交易平台，包括 (i) 確保其登入密碼與個人識別號碼不同，及 (ii) 定期更改其登入密碼及個人識別號碼。如客戶察覺其帳戶登入編碼未經其授權下披露或使用，須立即以書面通知 BOOM。客戶須核對用於登入網上交易平台的 BOOM 網站電子證書，以核實客戶為登入網上交易平台而輸入的域名的真確性。

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

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

4.5. 以電話作出指示

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

4.6. 以電子郵件及傳真作出指示

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

4.7. 合併、拆解合併及優先次序安排

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

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

BOOM 可按其全權及絕對酌情決定認為公平的方式將指示安排先後次序。

4.8. 同意聯絡

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

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

4.9. Logs & Recordings

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

5. CUSTODY OF ASSETS

5.1. Cash

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

5.2. Securities

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

BOOM shall be under no duty (i) to participate in or otherwise take any action in respect of any meeting, takeover offer, scheme of arrangement, reorganization or other corporate action in connection with any Securities BOOM may hold for the Client, or (ii) exercise any rights attached to or arising from Securities BOOM may hold for the Client except in accordance with Instructions of the Client accepted by BOOM. In the absence of fraud or wilful default, BOOM shall not be liable to the Client for any loss which the Client may suffer as a result any delay in the receipt of, or of the Client not receiving, communications, whether in respect of meetings, takeover offers, schemes of arrangement, reorganizations or otherwise, in respect of Securities held by BOOM on behalf of the Client.

5.3. Fund Deposits

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

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

5.4. Securities Deposits

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

5.5. Interest

BOOM may pay interest on funds in the Account at such rate calculated by such method as it may from time to time determine in its sole and absolute discretion. BOOM shall be under no duty to notify the Client of any change in such rate. BOOM shall not pay interest where the cash balance on the Account does not exceed such amount as BOOM may specify from time to time as the minimum cash balance for interest payment.

5.6. Fund Withdrawals

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

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

BOOM shall effect all withdrawal requests by delivery of a cheque or the transfer of funds telegraphically. The Client acknowledges that banks may charge and BOOM may authorize such banks to deduct fees from the amount withdrawn in connection with any

4.9. 記錄冊及錄音

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

5. 資產託管

5.1. 現金

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

5.2. 證券

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

BOOM 沒有責任 (i) 因其為客戶持有證券，而參與任何會議或以其他方式就收購要約、債務償還安排計劃、重組或其他公司行動採取行動，或 (ii) 行使 BOOM 為客戶持有的證券所附有或引起的任何權利，但按照 BOOM 已接受的客戶指示而行使的情況除外。在沒有欺詐或故意失責的情況下，倘客戶因延遲收到或沒有收到與 BOOM 代客戶持有的證券有關的會議、收購要約、債務償還安排計劃、重組或其他方面的通訊而蒙受損失，BOOM 無須對客戶負責。

5.3. 存入資金

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

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

5.4. 存入證券

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

5.5. 利息

BOOM 可以其不時全權及絕對酌情決定的利率及方法，計算就帳戶中的資金所支付的利息。如該利率有任何變更，BOOM 並沒有責任通知客戶。倘帳戶的現金結餘並不超過 BOOM 不時指明可獲付利息的最低現金結餘，則 BOOM 無須支付利息。

5.6. 提取資金

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

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

BOOM 須以交付支票或電匯資金的方式執行提取資金的的要求。客戶確認銀行可以從提取金額中收取電匯費用，而 BOOM 可授權

telegraphic transfer. BOOM is not in a position to and shall have no duty to verify that any account to which funds are transferred is in fact an account of the beneficiary specified in the Client's Instruction. BOOM shall not be liable to the Client for any delay in the Client's receipt of funds withdrawn from the Account. Risk of funds shall pass to the Client upon BOOM issuing and sending a cheque to the Client or giving an instruction to BOOM's bank to transfer funds to the Client in accordance with the Client's Instruction.

5.7. Securities Withdrawals

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

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

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

5.8. Currency Exchange

The Client shall specify the Base Currency for the Account and may, from time to time, request BOOM to change the Base Currency. Any such request shall constitute an Instruction from the Client to BOOM subject to the provisions of clause 4. In the event that the Client gives Instructions to BOOM to effect any sale of purchase of Securities on an exchange or other market on which such transactions are effected in a currency other than the Base Currency or otherwise incurs any liability on the Account in a currency other than the Base Currency:

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

5.9. Distributions

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

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

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

6. FEES & EXPENSES

6.1. General

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

6.2. Minimum Transaction Frequency or Account Balance

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

7. CLIENT REPORTING

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

該等銀行從任何提取資金中扣減該等電匯費用。BOOM 並沒有能力而且沒有責任核實轉撥資金的戶口確實是客戶的指示所指明的受益人的戶口。如客戶在收取從帳戶提取的資金發生任何延誤，BOOM 無須為此向客戶負責。在 BOOM 按照客戶的指示所簽發支票予客戶或向其銀行發出將資金轉撥予客戶的指示後，資金的風險即轉移予客戶。

5.7. 提取證券

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

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

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

5.8. 貨幣兌換

客戶須指明帳戶的基礎貨幣，並可不時要求 BOOM 予以更改。有關的要求須構成客戶給 BOOM 的指示，惟須符合第 4 條的條文。倘客戶指示 BOOM 買賣證券，而進行有關交易的交易所或其他市場是以基礎貨幣以外的其他貨幣進行，或客戶就帳戶招致基礎貨幣以外貨幣的負債時：

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

5.9. 分派

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

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

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

6. 費用及開支

6.1. 一般條文

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

6.2. 最低交易次數或帳戶結餘

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

7. 客戶報告

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

8. SETTLEMENT

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

8.1. Overdue Interest

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

8.2. Failure to Settle Trade

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

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

9. ENTIRE & SINGLE AGREEMENT

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

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

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

10. SECURITY

The Client shall not encumber any assets in the Account.

10.1. Charge

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

10.2. Lien

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

10.3. Defaults

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

- (a) the Client breaching any terms or conditions of this Agreement or being the subject of a petition for bankruptcy or winding-up or a receiver, administrator, liquidator, provisional liquidator, or trustee in bankruptcy being appointed over the Client or the Client being the subject of any levy of execution, any attachment or dstraint or the Client being otherwise unable to pay his debts as they fall due;
- (b) the Client being adjudged to be incompetent or the Client dies;
- (c) the guarantor, if any, of the Client's obligations under this Agreement (i) being the subject of a petition for bankruptcy or winding-up or a receiver, administrator,

8. 交收

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

8.1. 逾期利息

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

8.2. 未能交收交易

在不損害 BOOM 可採取的任何其他補救方法之原則下：

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

9. 完整及單一協議

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

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

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

10. 抵押

客戶不得對帳戶中的資產設定產權負擔。

10.1. 押記

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

10.2. 留置權

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

10.3. 違約

有以下情況時即引起「違約事件」：

- (a) 客戶違反本協議任何條款或條件，或客戶成為破產或清盤呈請的對象，或已就客戶委出接管人、破產管理人、清盤人、臨時清盤人或破產受託人，或客戶成為任何實施執行、扣押令、扣押的對象，或客戶因任何其他原因未能支付到期債務；
- (b) 客戶經判定為不具有能力或已身故；
- (c) 客戶在本協議的責任的擔保人（如有）(i) 成為破產或清盤呈請的對象，或已就擔保人委出接管管理人、破產管理人、清

liquidator, provisional liquidator, or trustee in bankruptcy being appointed over the guarantor, or (ii) breaching any term or condition of the guarantee; or

- (d) BOOM otherwise determining, in its sole and absolute discretion, that it is necessary for BOOM's own protection,

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

10.4. Liquidation

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

10.5. Combination and Set-Off

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

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

10.6. Remedies Cumulative

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

10.7. Costs of Enforcement

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

11. CONFLICTS OF INTEREST

11.1. Non-Exclusivity

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

11.2. No Misuse of Confidential Information

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

11.3. Counterparty and Affiliate Transactions

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

11.4. Rebates

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

盤人、臨時清盤人或破產受託人，或 (ii) 違反保證的任何條款或條件；或

- (d) BOOM 全權及絕對酌情決定認為是為保障其本身而言屬必要的其他情況，

發生違約事件後，客戶須支付予 BOOM 的所有數額將立即到期並須予支付。

10.4. 變現

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

10.5. 合併及抵銷

發生違約事件後，BOOM 有權在沒有事先通知客戶之下：

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

10.6. 累積補救方法

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

10.7. 執行費用

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

11. 利益衝突

11.1. 非獨家性

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

11.2. 不當使用機密資料

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

11.3. 對手方及聯繫公司交易

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

11.4. 回佣

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

the Client to subscribe for, buy or otherwise deal in such Securities or their derivatives.

12. REPRESENTATIONS AND WARRANTIES

12.1. General

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

- (a) all information provided by him to BOOM in the account application form or pursuant to this Agreement is and will at all times during the term of this Agreement be true and complete;
- (b) unless BOOM is otherwise notified in writing, the Client is and will at all times during the term of this Agreement be trading as principal and no person other than the Client has any interest in the Account, stands to gain the economic or commercial benefit of any trade on the Account or to bear the economic or commercial risk of any trade on the Account or is responsible ultimately for originating Instructions on the Account;
- (c) this Agreement has been validly executed by the Client and constitutes a valid and legally binding agreement on the Client enforceable in accordance with its terms;
- (d) this Agreement and its performance and the obligations contained herein do not and will not at all times during the term of this Agreement contravene any law, regulation or rule applicable to the Client or conflict with or result in any breach of the terms and conditions of any other agreement or instrument to which the Client is a party or is subject or by which any of the Client's property is bound;
- (e) unless otherwise notified to BOOM in writing, the Client is not and will not at all times during the term of this Agreement be an employee or officer of any person licensed or registered with the SFC or any bank, broker, asset manager, investment adviser or other financial intermediary carrying on a business similar to any regulated activity under the SFO;
- (f) if the Client is in Hong Kong, the Client is 18 years of age or older and if the Client is in a jurisdiction outside of Hong Kong, the Client is of legal age in that jurisdiction;
- (g) unless BOOM is otherwise notified in writing, the Client is not a (i) citizen or permanent resident of the U.S., (ii) a person born in the U.S., (iii) a person who holds a residential or correspondence address in the U.S., (iv) a person who transfers funds to the U.S. on a regular basis, (v) a person who has granted a power of attorney to a person with a U.S. Address, or (vi) a U.S. Person within the meaning of Regulation S of the U.S. Securities Act; and
- (h) any notification given by the Client to BOOM is true and complete.

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

12.2. New Issues of Securities

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

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

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

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

12. 陳述及保證

12.1. 一般條文

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

- (a) 客戶在帳戶開戶申請書或依據本協議向 BOOM 提供的所有資料現時及在本協議有效期內每時每刻均屬真實完整；
- (b) 除非 BOOM 另行獲書面通知，客戶現時及在本協議有效期內任何時間均是以主事人的身份進行買賣，除客戶外並沒有其他人對帳戶擁有權益，可取得以帳戶進行任何買賣的經濟或商業利益，或承擔以帳戶進行任何買賣的經濟或商業風險，或就帳戶發出的指示負最終責任；
- (c) 本協議已由客戶有效簽立，並構成對客戶有效而且具法律約束力的協議，可按照其條款予強制執行；
- (d) 本協議及其履行及本協議所載責任並未而且在本協議有效期內任何時間亦不會違反任何適用於客戶的法律、規例或規則，或抵觸或導致違反其他協議或文書的條款及條件，而該等協議或文書是以客戶為其中一方，或為標的，或約束客戶任何財產的；
- (e) 除非 BOOM 另行獲書面通知，客戶並不是而且在本協議有效期內任何時間亦不會是任何獲證監會發牌或在證監會註冊的人士或任何銀行、經紀、資產管理人、投資顧問或其他從事與《證券及期貨條例》規定的受規管活動相關業務的金融中介機構的僱員或高級人員；
- (f) 如客戶是在香港，則客戶年齡已達 18 歲或以上，及如客戶是在香港以外的司法管轄區，則客戶已達該司法管轄區的法定年齡；
- (g) 除非 BOOM 另行獲書面通知，客戶並不是 (i) 美國公民或永久居民，(ii) 在美國出生的人士，(iii) 持有美國住址或通訊地址的人士，(iv) 定期調匯資金往美國的人士，(v) 已向具美國地址的人士授予授權書的人士，或 (vi) 按美國證券法規例 S 所界定的美國人士；及
- (h) 客戶給 BOOM 的任何通知均屬真實完整。

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

12.2. 新發行的證券

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

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

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

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

For avoidance of doubt, any breach of such representation, warranty or undertaking shall be a breach of this Agreement.

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

12.3. IPO Financing

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

12.4. Material Changes

BOOM undertakes to notify the Client of any material change in its name, contact details, CE number, licensing status, the nature of the services it provides, and the identity and status of its employees and others acting on its behalf with whom the Client may have contact. The Client undertakes to notify BOOM in writing of any changes in his name, address, nationality, tax residency status, employment status and financial situation and shareholding structure, directors, partners or beneficiaries where the Client is a body corporate, partnership or trustee and to provide to BOOM such documentation as BOOM may require to evidence such change.

12.5. Recommendation of Financial Product

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

13. INDEMNITY AND EXCLUSIONS OF LIABILITY

13.1. General

BOOM or its affiliates shall not be liable to the Client for any loss suffered by the Client as a result of or in connection with any act or omission by BOOM or its affiliates, even where such act or omission constitutes negligence, in connection with any matter contemplated by this Agreement other than a loss arising directly from fraud or wilful misconduct by BOOM or its affiliates. BOOM and its affiliates shall not in any event be liable to the Client for any indirect or consequential loss or for punitive damages or for any loss arising as a result of any fraud or any cause beyond the reasonable control of BOOM or its affiliates. The Client shall indemnify BOOM, its affiliates and its officers, employees and agents and hold them harmless against all actions, proceedings, claims, demands, liabilities, losses, costs and expenses which may be taken or made against or incurred in connection with the performance or exercise of their duties or discretions under this Agreement including any act or thing done or not done or caused to be done by them in good faith.

13.2. Breaches

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

13.3. Force Majeure

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

14. COMPLIANCE

14.1. Regulatory Compliance

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

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

12.3. 首次公開招股融資

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

12.4. 重大變更

倘 BOOM 的名稱、聯絡資料、中央編碼、持牌情況、所提供服務的性質，以及客戶所聯絡的 BOOM 的僱員及代 BOOM 行事的他人在身份及崗位上有重大變更，BOOM 承諾將通知客戶。倘客戶的名稱、地址、國籍、稅務居民身分、就業狀況及財務狀況，以及（如客戶是個法團、合夥或受託人）持股結構、董事、合夥人或受益人有重大變更，客戶承諾以書面通知 BOOM，並向 BOOM 提供 BOOM 可能要求的有關變更的證明文件。

12.5. 金融產品的建議或推薦

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

13. 彌償及免除責任

13.1. 一般條文

倘因 BOOM 或其聯繫公司就本協議所述事項的任何作為或不作為而引致或因與該等作為或不作為為相關連令客戶蒙受任何損失，即使該等作為或不作為構成疏忽，BOOM 或其聯繫公司並無須就此對客戶負責，惟直接因 BOOM 或其聯繫公司的欺詐或故意不當行為所引起的損失除外。在任何情況下，BOOM 及其聯繫公司均無須就任何間接或相應而生的損失或懲罰性損害賠償，或因任何欺詐或 BOOM 或其聯繫公司無法合理控制的其他原因所引致的損失對客戶負責。倘因 BOOM、其聯繫公司及其高級人員、僱員及代理人根據本協議履行或執行其職責或行使其酌情權，包括彼等以真誠所作出或沒有作出或促使作出的作為或事項，導致他人對其採取、提起或其招致所有訴訟、法律程序、申索、索求、法律責任、損失、費用及開支，客戶均須就此對彼等作出彌償，並使彼等免受損害。

13.2. 違約

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

13.3. 不可抗力

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

14. 合規

14.1. 遵從規管

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

14.2. Mandatory Disclosures

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

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

14.3. Disclosure of Interests

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

14.4. Manipulative or Abusive Trading Activities

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

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

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Aggregate Trading Patterns

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

15.2. Proprietary System

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

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

15.3. Market Information

The Client acknowledges that Market Information belongs to the provider of such Market Information and is made available by BOOM to the Client on terms and conditions between such provider and BOOM. The Client shall not (i) disseminate Market Information obtained from BOOM, in whole or in part, in any format without the express written consent of BOOM, (ii) alter, obscure or remove any notice, whether as to the copyright in the Market Information or otherwise, provided in connection with the Market Information, or (iii) access Market Information for any purpose other than for the Client's own trading or through any means other than a web browser or other application specifically approved in writing by BOOM. The Client shall comply with any terms and conditions set out in the online platform relating to access to any specific Market Information. The Client agrees that the providers of Market Information may directly enforce against the Client the terms and conditions upon which such Market Information is made available by BOOM.

Market Information may be subject to delays. BOOM makes no representation or warranty as to the timeliness, accuracy or completeness of Market Information. BOOM shall not be liable for any loss arising out of any delay, inaccuracy or incompleteness of Market Information.

BOOM 有權採取該行動或拒絕採取該行動。

14.2. 強制性披露

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

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

14.3. 披露權益

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

14.4. 操縱或違規性質的交易活動

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

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

15. 知識產權

15.1. 綜合買賣模式

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

15.2. 專有系統

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

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

15.3. 市場資訊

客戶確認市場資訊屬有關市場資訊的提供者所有，由 BOOM 按該提供者與 BOOM 之間所訂條款及條件向客戶提供。客戶 (i) 不得在沒有 BOOM 的書面明示同意下，以任何格式傳播從 BOOM 取得的全部或部分市場資訊，(ii) 不得變更、隱藏或移除關乎市場資訊的通告，不論有關通告是否關乎市場資訊的版權或其他方面，或 (iii) 除為客戶本身的買賣外，不得取用市場資訊作任何其他用途，或透過其他方式取用，惟透過 BOOM 以書面具體批准的瀏覽器或其他應用程式取用則屬例外。客戶須遵從網上交易平台就取用任何特定市場資訊所開列的條款及條件。客戶同意市場資訊提供者可直接對客戶強制執行 BOOM 獲提供市場資訊所依據的條款及條件。

市場資訊可能有延誤。BOOM 沒有就市場資訊適時、準確或完整性作出陳述或保證。BOOM 無須對市場資訊的任何延誤、不準確或不完整所引起的任何損失負責。

16. JOINT ACCOUNTS

16.1. Nature of Interests

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

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

16.2. Liability

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

16.3. Death of Joint Account Holder

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

16.4. Instructions

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

17. NOTICES

17.1. Form of Communications

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

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

17.2. Delivery of Communications

All communications shall be deemed to have been received (i) if delivered by hand to the last notified address, at the time of delivery, (ii) if posted to the last notified address, within two (2) Business Days after posting, or (iii) if sent by facsimile or electronic means to the last known facsimile or email address, at the time of sending. For this purpose:

- (a) the “last notified address” and “last known facsimile or email address” of BOOM shall be as shown on its website at the time of delivery, posting or sending; and
- (b) the “last notified address” and “last known facsimile or email address” of the Client shall be as shown in its account application form or otherwise notified in writing to BOOM.

18. CYBER SECURITY

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

16. 聯名帳戶

16.1. 權益性質

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

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

16.2. 法律責任

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

16.3. 聯名帳戶持有人身故

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

16.4. 指示

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

17. 通知

17.1. 通訊方式

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

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

17.2. 交付通訊

所有通訊：(i) 如以專人遞送至最後獲通知的地址，即視為於遞送時收妥，(ii) 如郵寄至最後獲通知的地址，即視為於郵寄後兩（2）個營業日內收妥，或 (iii) 如以傳真或電子方式發送至最後所知傳真號碼或電郵地址，即視為於發送時收妥。就此而言：

- (a) BOOM 的「最後獲通知地址」及「最後所知傳真號碼或電郵地址」是於遞送、郵寄或發送時在其網站所示者；及
- (b) 客戶的「最後獲通知地址」及「最後所知傳真號碼或電郵地址」是其帳戶申請表上所示或以書面通知 BOOM 者。

18. 網絡保安

客戶須採取一切合理措施，以確保 (i) 為收取 BOOM 發出的通訊而在帳戶申請表中指明或客戶另行以書面通知 BOOM 的電郵帳戶的安全，及 (ii) 在網上交易平台其買賣時段的安全。在不局限

foregoing, the Client shall:

- (a) not access this email account or the online trading platform on a public computer;
- (b) immediately following each session on this email account or the online trading platform, log-out of his email account or the online trading platform, as the case may be, and if a browser was used for such session, delete all temporary files and the cache on the browser;
- (c) ensure that his passwords for this email account and the online trading platform are sufficiently robust, using a combination of letters, numbers, symbols and different cases; and
- (d) use anti-virus software on any computer used to access this email account or online trading platform.

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

19. CONFIDENTIALITY

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

20. TERMINATION

20.1. Account Closure

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

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

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

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

20.2. Unclaimed Assets

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

21. PERSONAL REPRESENTATIVES

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

22. LAW AND JURISDICTION

22.1. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

於前述條文下，客戶：

- (a) 不得在公眾電腦上登入此電郵帳戶或網上交易平台；
- (b) 須在每次登入此電郵帳戶或網上交易平台的時段終結後，立即登出電郵帳戶或網上交易平台(視屬何種情況而定)，如在該時段使用瀏覽器，須刪除瀏覽器的全部暫時檔案及快取記憶；
- (c) 須使用字母、數字、符號及大小楷字母等組合，確保其電郵帳戶及網上交易平台的登入密碼充分穩健；及
- (d) 須在用以登入電郵帳戶或網上交易平台的電腦上使用防毒軟件。

倘客戶的電郵帳戶被侵截或以其他方式受到侵害，BOOM 無須對客戶因此而招致的損失負責。

19. 保密

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

20. 終止

20.1. 結束帳戶

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

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

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

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

20.2. 待領資產

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

21. 個人代表

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

22. 法律及司法管轄權

22.1. 管轄法律及地區

本協議須受中華人民共和國香港特別行政區（「香港」）的法律管轄，並須按照該法律解釋。客戶不可撤銷地服從香港法院的專屬司法管轄權。

22.2. Arbitration

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

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

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

23. GENERAL

23.1. Amendment

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

23.2. Assignment

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

23.3. No Waiver

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

23.4. Severability

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

23.5. Language

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

24. RIGHTS OF THIRD PARTIES

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

25. RISK DISCLOSURES

25.1. Risk of Securities Trading

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

25.2. Risk of Trading Growth Enterprises Market Stocks

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

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

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

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

22.2. 仲裁

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

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

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

23. 一般條文

23.1. 修訂

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

23.2. 轉讓

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

23.3. 不放棄權利

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

23.4. 可分割性

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

23.5. 語文

倘本協議的中、英文版本之間有不一致之處，概以英文本為準。

24. 第三者權利

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

25. 風險披露

25.1. 證券交易的風險

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

25.2. 買賣創業板股份的風險

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

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

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

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

25.3. Risk of Trading Nasdaq-Amex Securities at SEHK

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

25.4. General Risks of Trading Derivative Products

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

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

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

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

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

25.5. Specific Risk of Trading Exchange Traded Funds

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

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

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

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

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

25.6. Specific Risk of Trading Derivative Warrants

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

Derivative Warrant holders are unsecured creditors of the Derivative Warrant issuer and they have no preferential claim to any assets the Derivative Warrant issuer may hold. Therefore, Derivative Warrant holders are exposed to the credit risk of Derivative Warrant issuers.

Although Derivative Warrant may cost a fraction of the price of the Underlying Asset(s), a Derivative Warrant may change in value more or less rapidly than the Underlying Asset(s). In the worst case the value of the Derivative Warrants falls to zero and Derivative Warrant holders lose their entire investment amount.

25.3. 在聯交所買賣納斯達克－美國證券交易所證券的風險

按照納斯達克－美國證券交易所試驗計劃（「試驗計劃」）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶在買賣該項試驗計劃的證券之前，應先諮詢 BOOM 的意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管。

25.4. 買賣衍生產品的一般風險

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

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

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

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

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

25.5. 買賣交易所買賣基金的特定風險

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

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

在聯交所上市或買賣本身並不保證交易所買賣基金有流動的市場。

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

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

25.6. 買賣衍生權證的特定風險

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

衍生權證持有人是衍生權證發行人的無抵押債權人，對衍生權證發行人所持有的任何資產並沒有優先債權。因此，衍生權證持有人須承受衍生權證發行人的信貸風險。

雖然衍生權證的價格可能僅是相關資產價格的一部分，但衍生權證價值變化的速度或多或少較相關資產為快。在最惡劣的情況下，衍生權證的價值可跌至零，以致衍生權證持有人可能損失其全部投資額。

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

25.7. Specific Risk of Trading Callable Bull/ Bear Contracts

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

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

Although CBBC have liquidity providers, there is no guarantee that the Client will be able to buy or sell CBBC at their target prices any time they wish.

25.8. Specific Risk of Trading Equity-linked Instruments

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

25.9. Risk of Margin Trading

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

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

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

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

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

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

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

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

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

A cash account not involving securities borrowing and lending is available from most

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

25.7. 買賣牛熊證的特定風險

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

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

雖然牛熊證有流通量提供者，但概不保證客戶能隨其意願於任何時候以其目標價買賣牛熊證。

25.8. 買賣股票掛鈎投資工具的特定風險

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

25.9. 保證金買賣的風險

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

25.10. 在香港以外地方收取或持有客戶資產的風險

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

25.11. 提供將客戶的證券抵押品再質押的授權書的風險

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

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

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

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

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

大部分持牌或登記人士均有提供不涉及證券借貸的現金帳戶。假

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

25.12. Risks of Email and Facsimile Instructions

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

25.13. Risk of Internet Trading

Due to unpredictable traffic on the Internet, the public nature of the Internet, the activities of hackers and other reasons beyond the control of BOOM, there is a risk that communications over the Internet may be interrupted, delayed or accessed by unauthorized parties.

如客戶毋需使用保證金貸款或不欲其證券或證券抵押品被借出或質押，則切勿簽署上述授權書並應要求開立此類現金帳戶。

25.12. 電郵及傳真指示的風險

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

25.13. 互聯網上買賣的風險

由於互聯網上的通信量不可靠、互聯網屬公共性質、駭客的活動及其他 BOOM 不能控制的原因，互聯網上的通訊有中斷、延誤或被未經授權人士存取之風險。

SCHEDULE 1: MARGIN TRADING SUPPLEMENT

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

- Drawdown** - BOOM is authorized (but is not obliged) to drawdown on the Margin Facilities and to advance loan amounts under the Margin Facilities by settling on the Client's behalf any subscription or purchase of Securities on the Account. The Client shall not, without the consent of BOOM, be entitled to withdraw funds under the Margin Facilities.
- Margin Calls** - The Client shall on demand from BOOM immediately deposit such funds or Securities of such value into the Account by such time as BOOM may from time to time in its sole and absolute discretion determine necessary to secure the Margin Facilities. BOOM may at its sole and absolute discretion determine the value of any Securities deposited and without limiting the foregoing, may value any Securities at a discount to their market value. All such deposits shall, in the case of cash, be in cleared and immediately available funds and, in the case of Securities, be in Securities which are immediately available to discharge any delivery obligation. Any request for deposit of such funds or Securities for the payment of margin calls under this supplement, whether in the form of a reminder to pay or otherwise, shall constitute a valid demand under this supplement. Any demand under this supplement may be made by telephone, email, facsimile, instant messaging, short message service ("SMS") or post. Any demand made by telephone shall be deemed to have been made whether or not received by the Client if BOOM shall have made two (2) attempts to telephone the Client at the last known telephone number specified by the Client in writing to BOOM. For avoidance of doubt, any failure by the Client to satisfy any demand shall constitute an Event of Default under clause 10.3 of this Agreement and the provisions in this Agreement in respect of Event of Default shall apply.
- Interest** - The Client shall pay interest to BOOM on all sums lent at such rate as may be specified from time to time by BOOM, whether on its website or otherwise in writing, such interest to accrue daily on the amount outstanding under the Margin Facilities and be calculated on the basis of a 360-day year for Margin Facilities granted in U.S. dollars and a 365-day year for Margin Facilities granted in Hong Kong dollars. Unless earlier demanded, all interest shall be payable on or before the last day of each month and if not paid, shall be added to the amount outstanding under the Margin Facilities.
- Repayment** - The Client shall be liable to repay on demand all amounts outstanding under the Margin Facilities including all sums lent and interest thereon. The Client may repay any amount outstanding under the Margin Facilities at any time and, subject to this Agreement, amounts repaid shall be available for re-drawing. A certificate signed by an officer of BOOM as to the amount outstanding under the Margin Facilities shall be conclusive against the Client in the absence of manifest error.
- Withdrawal or Reduction in Facilities** - BOOM may at any time and for any reason (i) withdraw the Margin Facilities granted to the Client and in this event, the Client shall remain liable for and shall promptly repay all amounts outstanding under the Margin Facilities, or (ii) reduce the amount of the Margin Facilities granted to the Client and in this event, the Client shall remain liable for and shall promptly repay such amount outstanding under the Margin Facilities to comply with the reduction. Unless otherwise specified by BOOM, any withdrawal of Margin Facilities shall not affect the continued operation of the Account as a cash account.
- Authority to Repledge Securities** - The Client authorizes BOOM (i) to deposit with a bank, broker, clearing house or other financial institution any Securities or other assets in the Account, or (ii) otherwise to grant to a bank, broker, clearing house or other financial institution a security interest over any Securities or other assets in the Account to secure any financial accommodation provided by such bank, broker or other financial institution to BOOM or otherwise to secure the obligations and liabilities of BOOM to such bank, broker, clearing house or other financial institution. The Client may revoke this authority at any time by giving BOOM one (1) week's notice provided that no such revocation shall be effective unless the Client has repaid all amounts outstanding under the Margin Facilities and BOOM is not otherwise under any obligation or liability to provide any security to any person to facilitate the continued holding of any position of the Client. Where the Client is not a professional investor within the meaning of the Securities and Futures (Professional Investor) Rules (Cap.571D) of the Laws of Hong Kong, this authority shall only be valid for

附件一：保證金買賣附件

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

- 支用貸款** - BOOM 獲授權（但並沒有責任）從保證金融資支用貸款，並透過代客戶結算在帳戶認購或買入的證券，以保證金融資之下的貸款額向客戶放款。客戶在沒有 BOOM 的同意下不得提取保證金融資的資金。
- 保證金補繳** - 客戶須立即應 BOOM 的要求，為取得保證金融資而將資金或證券存入帳戶（所需資金或證券的價值以及存入的時間均為 BOOM 不時全權及絕對酌情決定認為屬必要者）。BOOM 可全權及絕對酌情決定所存入任何證券的價值，而在不同限於前述條文下，可以證券市值的折讓價定為證券的價值。如存入的是現金，須屬已結清並可即時動用的資金，如存入的是證券，該等證券須可即時用於履行交收責任。任何就存入該等資金或證券作為繳付本附件保證金補繳的任何要求，不論是以須繳提示單的形式或其他形式，將構成本附件的有效付款要求。根據本附件作出的任何要求可作電話、電郵、傳真、網上即時通訊、電話短信或郵遞。以電話作出的要求，不論是否為客戶收到，只要 BOOM 按最後所知的電話號碼或客戶在給 BOOM 的書面通知指明的其他電話號碼致電客戶兩（2）次，即視為已經作出。為免引起疑問，客戶未能履行任何要求，即構成本協議第 10.3 條下的違約事件，而本協議有關違約事件的條文的條文均適用。
- 利息** - 客戶須就 BOOM 貸出的全部數額，按 BOOM 不時指明（不論是在其網站或是以書面形式）的利率，向 BOOM 支付利息，而該利息是就保證金融資的未償數額按日累計，並且如保證金融資是以美元授予的，按一年 360 日計算，而如保證金融資是以港元授予的，則按一年 365 日計算。除非有關的要求提早作出，否則所有利息須於每月最後一日或之前支付，如不支付，有關利息即加算於保證金融資下的未償數額。
- 償還** - 客戶須負責應要求償還保證金融資下的全部未償數額，包括全部貸出的數額及相關利息。客戶可隨時償還保證金融資下的未償數額，而在符合本協議規定下，已償還的數額可供再提取。BOOM 的高級人員就保證金融資下的未償數額所簽署的證明書，在沒有明顯錯誤下，須為針對客戶不可推翻的證據。
- 撤回或減少融資** - BOOM 可隨時以任何理由 (i) 撤回授予客戶的保證金融資，而在此情況下，客戶仍須對保證金融資的未償數額負責，並須即時償還所有保證金融資下未償數額，或 (ii) 減少授予客戶的保證金融資額，而在此情況下，客戶仍須對保證金融資的未償數額負責，並須即時償還，以符合減少之保證金融資額。除非 BOOM 另作指明，從保證金融資所作的任何提取並不影響帳戶作為現金帳戶持續操作。
- 再質押證券的授權** - 客戶授權 BOOM (i) 在銀行、經紀、結算所或其他金融機構存入帳戶中的任何證券或其他資產，或 (ii) 以其他方式授予銀行、經紀、結算所或其他金融機構對帳戶中的任何證券或其他資產的抵押權益，以確保該銀行、經紀或其他金融機構向 BOOM 提供金融融通，或以其他方式確保 BOOM 對該銀行、經紀、結算所或其他金融機構履行義務及責任。客戶可隨時給予 BOOM 一（1）個星期的通知撤銷此項授權，但除非客戶已償還保證金融資的所有未償數額，而且 BOOM 在其他方面又沒有任何義務或責任向任何人士提供任何抵押，以便客戶可繼續持倉，否則上述撤銷應無效。如客戶並不是香港法例《證券及期貨（專業投資者）規則》（第 571D 章）所指的專業投資者，此項

a period of one (1) year from the date of this Agreement but shall be deemed to be renewed on the anniversary date of this Agreement if, at least fourteen (14) days prior to such anniversary date, BOOM gives a written notice to the Client reminding the Client of the impending expiry of this authority and informing the Client that unless the Client objects, this authority will be renewed upon expiry.

授權的有效期限僅為一（1）年，由本協議生效之日起計；但如在一年期屆滿前最少十四（14）日之前，BOOM 給予客戶書面通知，提醒客戶本授權即將到期，並通知客戶除非客戶提出反對，本授權將於到期時續期，則本協議於週年日視為已續期。

SCHEDULE 2: IPO FINANCING SUPPLEMENT

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

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

SCHEDULE 3: PERSONAL DATA PRIVACY SUPPLEMENT

This supplement forms part of the Agreement and sets out the terms and conditions upon which BOOM collects and uses personal data of the Client where the Client is a natural person.

- Collection** - From time to time, it is necessary for the Client to supply BOOM with personal data in connection with matters including, but not limited to, the opening of the Account, the provision of services to the Client and compliance with laws and regulations applicable to BOOM or to its activities. The kinds of personal data that may be collected includes, but is not limited to, the Client's name, address, occupation, contact details, date of birth, nationality, tax residency, identity card or passport details, financial status, tax identification number, Account activities and transaction information (including without limitation, Account number, Account balance / value, gross receipts, withdrawals and payments from and into the Account). Failure to supply such personal data may result in BOOM being unable to open the Account, to continue to provide services to the Client or to comply with such laws. Personal data may also be collected from the Client in the ordinary course of the Client's relationship with BOOM including, but not limited to, when the Client opens the Account, transfers funds, gives Instructions, effects transactions, participates in online activities, or communicates verbally or in writing with BOOM.
- Purpose and Use** - The purposes for which personal data may be used will vary depending on the nature of the Client's relationship with BOOM. BOOM intends to use the Client's personal data for all or any of the following purposes (i) the processing of an application for the opening of an Account with BOOM including confirming and verifying the Client's identity and any other information supplied to BOOM by the Client; (ii) the daily operation of the Account and the provision of services to the Client; (iii) meeting the disclosure and compliance requirements under laws and regulations applicable to BOOM or its activities or the assets held by or on behalf BOOM or the internal compliance policies or procedures of BOOM; (iv) promoting and direct marketing of the BOOM's services; (v) aggregating data related to trading activities of the Client and other persons to whom it provides services to produce macro summaries of trading trends for publication in BOOM's communications including on its website; and (vi) any other purpose directly related to any of the above. The Client has the right to object to the use of his personal data for direct marketing purposes as set out in (iv) above. BOOM will cease to use the Client's personal data for direct marketing without charge if the Client so requests.

附件二：首次公開發售（IPO）融資附件

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

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

附件三：個人資料私隱附件

本附件構成協議的一部分，列明在客戶屬自然人的情況下，BOOM 收集及使用客戶個人資料的條款及條件：

- 收集** - 客戶不時需就各種事項向 BOOM 提供其個人資料，包括但不僅限於開設帳戶、向客戶提供服務、遵從對 BOOM 或其活動適用的法律及規例。可收集的個人資料種類包括但不僅限於客戶的名稱、地址、職業、聯絡資料、出生日期、國籍、稅務居民身分、身份證或護照資料、財務狀況、納稅人識別號碼、帳戶活動及交易信息（包括但不限於帳戶號碼、帳戶餘額 / 價值、總收入、提取和帳戶往來付款）。客戶未能提供此等個人資料可導致 BOOM 不能開設帳戶、不能繼續向客戶提供服務或不能遵從有關的法律。個人資料也可在日常處理客戶與 BOOM 的關係時收集，包括但不僅限於在客戶開設帳戶、調撥資金、作出指示、執行交易、參與網上活動或以口頭或書面與 BOOM 通訊時。
- 目的及用途** - 個人資料的用途會視乎客戶與 BOOM 的關係的性質而有所不同。BOOM 擬使用客戶的個人資料作以下所有或以下任何用途：(i) 在 BOOM 辦理開設帳戶的申請，包括確認及核對客戶的身份及客戶提供予 BOOM 的任何其他資料；(ii) 帳戶的日常運作，以及向客戶提供服務；(iii) 符合對 BOOM 或其活動或 BOOM 或其代表持有的資產適用的法律及規例之下的披露及合規規定或 BOOM 的內部合規政策或程序；(iv) 推廣及直銷 BOOM 的服務；(v) 將客戶及 BOOM 服務的其他人士的買賣活動的有關數據綜合，製成買賣趨勢的宏觀摘要，以供在 BOOM 的通訊包括 BOOM 的網站發佈；及 (vi) 直接與上述任何各項有關的任何其他用途。客戶有權反對以其個人資料作上述第 (iv) 項所指的直銷用途。如客戶要求，BOOM 將停止使用客戶的個人資料作免費直銷用途。

3. **Retention and Access** - The personal data collected may be maintained for such period of time required under laws and regulations applicable to BOOM and its activities and as otherwise needed to fulfill the purposes set out in (2) above. Personal data held by BOOM relating to the Client shall be kept confidential and BOOM shall take all reasonable measures to ensure that personal data is kept secure against unauthorized access, loss, disclosure and destruction. BOOM may provide the personal data to the following persons, whether inside or outside of Hong Kong, and the Client consents to any such use or transfer: (i) affiliates of BOOM including the ultimate holding company of BOOM, its subsidiaries, representative offices, and associated companies; (ii) the service providers and agents of BOOM; (iii) any agent, contractor or third party service provider who provides administrative, research, design, launch, digital or telecommunications, exchange, clearing and settlement or other services to BOOM in connection with its business; (iv) the employees, officers and directors of BOOM; (v) any person (including, but not limited to, any tax, governmental or regulatory authority or court of competent jurisdiction) entitled thereto by laws and regulations applicable to BOOM or its activities or assets held by or on behalf of BOOM or in response to a regulatory request; (vi) any person to whom the business of BOOM may be sold; and (vii) external service providers of BOOM (including, but not limited to, printing houses, mailing houses, digital or telecommunication companies, data processing companies, storage companies, and information technology companies).

Under the Personal Data (Privacy) Ordinance ("PDPO") (Cap. 486) of the Laws of Hong Kong, the Client has the right to (i) check whether BOOM holds personal data about the Client and access such personal data; (ii) require BOOM to correct any personal data relating to the Client which is inaccurate; (iii) ascertain BOOM's policies and practices in relation to personal data and to be informed of the kinds of data held by BOOM; and (iv) object to the use of the Client's personal data for direct marketing purposes. Following the receipt of such objection, BOOM shall not use the Client's personal data for direct marketing purposes. In accordance with the PDPO, BOOM has the right to charge a reasonable fee for the processing of any data access request.

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

3. **留存及查閱** - 已收集的個人資料可按對 BOOM 及其活動適用的法律及規例規定的期間，以及為實現上述 (2) 項的用途所需的期間備存。BOOM 須對所持有的客戶個人資料保密，並採取一切合理措施確保該等個人資料安全，以免在未經授權下被查閱、遺失、披露及毀壞。BOOM 可將個人資料提供予以下在香港境內或境外的人士，而且客戶同意該項用途或轉送：(i) BOOM 的聯繫公司，包括 BOOM 的最終控股公司、其附屬公司、代表辦事處及聯屬公司；(ii) BOOM 的服務提供者及代理人；(iii) 就 BOOM 的業務向 BOOM 提供行政、研究、設計、推行、數碼或電訊、交易、結算及交收或其他服務的代理人、承包商或第三方服務提供者；(iv) BOOM 的僱員、高級人員及董事；(v) 根據對 BOOM 或其活動或 BOOM 或其代表所持有的資產適用的法律及規例，或回應規管要求而有權取得該等資料的任何人士（包括但不僅限於任何稅務機構、政府或監管機關或具有效司法管轄權的法院）；(vi) 可能獲 BOOM 售予業務的人士；及 (vii) BOOM 的外聘服務提供者（包括但不僅限於印刷所、郵遞公司、數碼或電訊公司、數碼處理公司、儲存公司及資訊科技公司）。

根據香港法例《個人資料（私隱）條例》（「**私隱條例**」）（香港法例第 486 章），客戶有權 (i) 查證 BOOM 有否持有有關客戶的個人資料以及查閱該等個人資料；(ii) 要求 BOOM 更正關乎客戶的不正確個人資料；(iii) 確定 BOOM 處理個人資料的政策及慣例，以及獲通知 BOOM 持有的資料種類；及 (iv) 反對以客戶的個人資料作直銷用途。在收到客戶的反對後，BOOM 不得以客戶的個人資料作直銷用途。按照《私隱條例》，BOOM 有權為處理查閱資料的要求而收取合理費用。

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

SCHEDULE 4: CHINA CONNECT SERVICE SUPPLEMENT

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

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

"A shares"	means the shares of PRC-incorporated companies, denominated in RMB, accepted for listing and admitted to trading on China Connect Market(s) from time to time;
"Aggregate Quota"	means the maximum net value of all the buy trades that can be executed by all China Connect Exchange Participants in respect of all China Connect Securities in a particular China Connect Market through the use of China Connect Service as the securities regulators of Hong Kong and the PRC decide from time to time;
"Applicable China Connect Rules"	means all rules of China Connect Market Operator(s) (to the extent applicable to the trading of China Connect Securities in the relevant China Connect Market(s) and not inconsistent with the Rules of the SEHK and any regulations, requirements or conditions prescribed pursuant to the Rules of the SEHK) and all laws and regulations of the PRC relating to the use of China Connect Service;
"CCASS"	means the Central Clearing and Settlement System operated by the SEHK's wholly-owned subsidiary, HKSCC for the clearing and settlement of securities listed or traded on the SEHK;
"China Clear"	means China Securities Depository and Clearing Corporation Limited, the national central counterparty of the PRC's securities market with which the SEHK has established clearing links for the purpose of the China Connect Service;
"China Connect Market"	means a stock market in the PRC which has established trading links with the SEHK and is included in the SEHK's list of China Connect Markets from time to time;
"China Connect Market Operator"	means a stock exchange that operates a China Connect Market and that has entered into trading links with the SEHK;

附件四：中華通服務附件

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

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

「A 股」	指不時獲准在中華通市場上市及買賣的中國內地註冊成立的公司所發行以人民幣計值的股份；
「總額度」	指香港及中國的證券監管機構不時就所有中華通交易所參與者透過使用中華通服務在特定中華通市場就所有中華通證券釐定的可執行所有買入交易的最高淨值；
「適用的中華通規則」	指中華通市場營運者的所有規則（以該等規則適用於在相關的中華通市場買賣中華通證券，又與聯交所規則及聯交所依據聯交所規則訂明的任何規例、規定或條件沒有不一致之處為限）以及中國有關使用中華通服務的所有法律和規例；
「中央結算系統」	指中央結算及交收系統，該系統是由聯交所的全資附屬公司香港中央結算有限公司營運，用於結算及交收在聯交所上市或買賣的證券；
「中國結算公司」	指中國證券登記結算有限責任公司，是中國證券市場的全國共同對手方，而聯交所已為中華通服務與之建立中華結算通；
「中華通市場」	指已與聯交所建立中華交易通，以及不時列入聯交所的中華通市場名單內的中國股票市場；
「中華通市場營運者」	指營運中華通市場而且已與聯交所建立中華交易通的證券交易所；

"China Connect Exchange Participants"	means an SEHK Exchange Participant which is registered as a China Connect Exchange Participant by the SEHK;	「中華通交易所參與者」	指經聯交所登記為中華通交易所參與者的聯交所交易所參與者；
"China Connect Securities" or "China Connect Security"	means any securities listed on a China Connect Market which the SEHK, from time to time, accepts as eligible for China Connect buy or sell orders through the China Connect Service;	「中華通證券」	指在中華通市場上市，而且是聯交所不時接受為符合資格可透過中華通服務買賣的任何證券；
"China Connect Service"	means the order-routing service referred to in the Rules of the SEHK through which SEHK Exchange Participants may place orders for investors to trade designated equity securities listed in the China Connect Market(s);	「中華通服務」	指聯交所規則所指的買賣盤傳遞服務，而透過該服務，聯交所交易所參與者可為投資者發出買賣指示，以買賣在中華通市場上市的指定股本證券；
"Clearing Participant"	means a person admitted to participate in CCASS as a Clearing Participant;	「結算參與者」	指獲准作為結算參與者參與中央結算系統的人士；
"Daily Quota"	means the daily maximum net value of all the buy trades that can be executed by all the China Connect Exchange Participants in respect of all the China Connect Securities in a particular China Connect Market through the use of the China Connect Service as the securities regulators of Hong Kong and the PRC decide from time to time;	「每日額度」	指香港及中國的證券監管機構不時就所有中華通交易所參與者透過使用中華通服務在特定中華通市場就所有中華通證券釐定的可執行所有買入交易的每日最高淨值；
"Forced-sale Notice"	means, as the case may be, a notice which the SEHK may issue from time to time to an SEHK Exchange Participant or the corresponding notice BOOM may issue to its clients, requiring the SEHK Exchange Participant or BOOM's clients to reduce his holdings in a China Connect Security in compliance with the foreign shareholding limit imposed under the laws and regulations of the PRC;	「強制出售通知」	指（視屬何種情況而定）聯交所可不時發給聯交所交易所參與者的通知或 BOOM 可向其客戶發出的相應通知，規定聯交所交易所參與者或 BOOM 的客戶減少其中華通證券的持股量，以遵從中國有關法律和規例所施加的境外持股限制；
"HKSCC"	means Hong Kong Securities Clearing Company Limited;	「香港結算公司」	指香港中央結算有限公司；
"H shares"	means the shares of PRC-incorporated companies, denominated in Hong Kong dollars, accepted for listing and admitted to trading on the SEHK from time to time;	「H 股」	指不時獲准在聯交所上市及買賣的中國內地註冊成立的公司所發行以港元計值的股份；
"Odd Lot"	in relation to the quotation or transaction of any issue of securities, means that the quantity of the lot is less than one board lot;	「碎股」	就任何已發行證券的報價或交易而言，指其股數少於一個買賣單位；
"PRC"	means the People's Republic of China;	「中國」	指中華人民共和國；
"RMB"	means Renminbi, the official currency of the PRC;	「人民幣」或「RMB」	指人民幣，中國的官方貨幣；
"SEHK"	means The Stock Exchange of Hong Kong Limited and its wholly-owned subsidiary duly authorized as an automated trading services provider in Hong Kong and licensed under applicable laws in the PRC to provide the China Connect Service;	「聯交所」	指香港聯合交易所有限公司及其經正式認可為香港的自動化交易服務提供者並根據適用的中國法律獲發牌提供中華通服務的全資附屬公司；
"SEHK Exchange Participants"	means a person who in accordance with the Rules of the SEHK may trade on or through the SEHK;	「聯交所交易所參與者」	指按照聯交所規則可在聯交所或可透過聯交所進行買賣的人士；
"SEHK Securities" or "SEHK Security"	means the securities listed and traded on the SEHK which may be traded by the PRC investors under the China Connect Service	「聯交所證券」	指在聯交所上市及買賣並且是中國投資者可透過中華通服務買賣的證券。
2. <u>Only Limit Orders</u> – The Client shall ensure that all Instructions given by him to buy or sell China Connect Securities shall be Instructions either (i) to buy China Connect Securities at or lower than a price specified by the Client in those Instructions, or (ii) to sell China Connect Securities at or higher than a price specified price by the Client in those Instructions. If the Client fails to specify a price, without prejudice to clause 4.1 of the Agreement, BOOM may, at its sole and absolute discretion, refuse that Instruction.		2. <u>限價盤</u> – 客戶須確保其為買入或賣出中華通證券所作的一切指示須指示：(i) 以客戶在該等指示指定的價格或低於該價格買入中華通證券，或 (ii) 以客戶在該等指示指定的價格或高於該價格賣出中華通證券。如客戶未能指定價格，則在不損害協議第 4.1 條規定的原則下，BOOM 可全權及絕對酌情決定 (i) 拒絕接受該指示。	
3. <u>Odd Lot</u> – The Client shall not give any Instruction to buy any Odd Lot of China Connect Securities and, without prejudice to clause 4.1 of the Agreement, BOOM may, at its sole and absolute discretion, refuse that Instruction. In the event that the Client holds an Odd Lot of China Connect Securities and gives Instruction to sell any part of the Odd Lot, without prejudice to clause 4.1 of the Agreement, BOOM may, at its sole and absolute discretion, (i) refuse that Instruction, or (ii) treat the Instruction as an Instruction to sell the whole of the Odd Lot to which the Client's Instruction relates.		3. <u>碎股</u> – 客戶不得作出買入中華通證券碎股的指示，而且在不損害協議第 4.1 條規定的原則下，BOOM 可全權及絕對酌情決定拒絕接受該指示。倘客戶持有中華通證券的碎股，並作出賣出該等碎股任何部分的指示，則在不損害協議第 4.1 條規定的原則下，BOOM 可全權及絕對酌情決定 (i) 拒絕接受該指示，或 (ii) 視該指示為將該等碎股全部賣出的指示。	
4. <u>No Intra-day Trading and Naked Short Selling</u> – The Client shall not give any Instruction to sell any China Connect Securities which is to be settled by the delivery of China Connect Securities, an equivalent number of which are to be delivered in settlement of a buy order (i) that was executed by the Client through China Connect Service and that has not yet settled, or (ii) that is at the time of that Instruction yet to be executed by the Client through China Connect Service. To the intent that sufficient numbers of the China Connect Securities are immediately available to settle any sale order, the Client shall (i) ensure that such number of China Connect Securities of the same type being sold are available in the Account, or (ii) transfer such number of China Connect Securities of the same type being sold into the Account before giving BOOM his Instruction to sell. In the event that there is a shortfall of China Connect Securities of the same type being sold in the Account, without prejudice to clause 4.1, BOOM may (i) refuse to accept such Instruction to sell, or (ii) treat such Instruction to sell as an Instruction to sell only such number of China Connect Securities of the same type to be sold as is available in the Account.		4. <u>沒有即日買賣及無擔保沽空</u> – 客戶不得作出以交付中華通證券作交收的賣出指示，以致須交付同等數目的證券以交收以下買盤：(i) 客戶透過中華通服務執行但尚未交收的買盤，或 (ii) 客戶在該賣出指示作出時尚未透過中華通服務執行的買盤。為準備充足數目的中華通證券可即時用於交收任何買盤，客戶須 (i) 確保在帳戶中有該數量而且與賣出證券屬同一種類的中華通證券，或 (ii) 在向 BOOM 作出賣出指示前，將該數量而且與賣出證券屬同一種類的中華通證券過戶至帳戶中。倘帳戶中與賣出證券屬同一種類的中華通證券數目不足，則在不損害協議第 4.1 條規定的原則下，BOOM 可 (i) 拒絕接受賣出的指示，或 (ii) 視該指示為僅賣出在帳戶中可供賣出的數量而且與賣出證券屬同一種類的中華通證券的指示。	
5. <u>No over-the-counter ("OTC") or Manual Trades</u> – The Client shall not trade or otherwise		5. <u>不作場外或人手操作買賣</u> – 客戶不得買賣或以其他方式轉讓中	

transfer China Connect Securities except through the China Connect Service or as permitted under the Applicable China Connect Rules. Without prejudice to clause 4.1, BOOM, may refuse any instruction to transfer China Connect Securities in the absence of such evidence as it may request to satisfy itself of the foregoing.

6. **Individual Shareholding Limits** – Unless otherwise permitted by the laws and regulations of the PRC, the Client shall not hold 10 per cent (10%) or more of the issued A Shares of a China Connect Security.
7. **Aggregate Shareholding Limits** – Where BOOM receives a Forced-sale Notice from the SEHK, it shall determine which of its clients shall sell what quantity of China Connect Securities of the type specified in the Forced-sale Notice as may be necessary to comply with the Forced-sale Notice. BOOM shall make this determination on a "last-in, first-out" basis but where it is impracticable, BOOM shall have sole and absolute discretion to make the determination on whatever basis it deems fair. Where the Client receives a Forced-sale Notice from BOOM:
- (a) Subject to sub-paragraph (b), the Client shall give to BOOM an Instruction to sell China Connect Securities in its Account of the type specified in the Forced-sale Notice in a quantity no less than such quantity specified in the Forced-sale Notice no later than one (1) trading day before such time as specified in the Forced-sale Notice, failing which BOOM may sell from the Account such number of China Connect Securities of the type specified in the Forced-sale Notice on behalf of the Client as may be necessary to comply with the Forced-sale Notice. The Client shall be liable to BOOM for any commission from any sale notwithstanding such sale arises because of a Forced-sale Notice.
- (b) Where, following the receipt of a Forced-sale Notice but before the expiry of the time specified in the Forced-sale Notice to sell China Connect Securities, the aggregate foreign shareholding in the China Connect Securities specified in the Forced-sale Notice has been reduced to below the threshold which triggered the Forced-sale Notice, the Client may request BOOM to apply, at the request and on behalf of the Client, to the SEHK for exemption from the requirements of the Forced-sale Notice. If and to the extent that such application succeeds, the Client shall be relieved of its obligation to sell China Connect Securities of the type specified in the Forced-sale Notice in respect of which the application was made. The Client shall be liable to BOOM for such administrative fees in respect of the application as BOOM may specify from time to time.

The Client acknowledges that BOOM's right to sell China Connect Securities hereunder (and all incidents to this right as set out hereunder) is an irrevocable right that survives any termination of the Agreement. Without prejudice to clause 4.1 of the Agreement, following the issuance to a Client of a Forced-sale Notice in respect of a particular type of China Connect Securities, BOOM may refuse any instruction to transfer any China Connect Securities of that type unless and until the Client has complied with the requirements of the Forced-sale Notice.

BOOM shall not be liable to the Client for any loss, including any loss of opportunity, which the Client may suffer or incur as a result of a sale to comply with a Forced-sale Notice. The Client shall indemnify BOOM for any fees, duties, levies and other expenses BOOM may incur as a result of exercising its power of forced sale on behalf of the Client.

8. **Margin Trading** – Where BOOM provides Margin Facilities to the Client to facilitate the buying of China Connect Securities, the Client shall only buy on margin China Connect Securities included in the list of securities published by the SEHK at any time and from time to time as being securities eligible for trading on margin through the China Connect Service.

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

- (a) the Client shall not conduct margin trading in that China Connect Security during the suspension period and without prejudice to clause 4.1 of the Agreement, BOOM may refuse to execute any Instruction to buy that China Connect Security on margin; and
- (b) without prejudice to clause 5 of the Margin Trading Supplement in the Agreement, BOOM may, at its sole and absolute discretion, withdraw or reduce the amount of Margin Facilities granted to the Client for margin trading of that China Connect Security.
9. **Compliance** – The Client shall comply with the laws and regulations of the PRC. Without limitation, the Client acknowledges that:
- (a) where,
- A. the Client did not hold or control 5 per cent (5%) or more but comes to hold or control 5 per cent (5%) of the issued shares of a particular China Connect Security,
- B. the Client holds or controls 5 per cent (5%) or more of the issued shares of a particular China Connect Security and increases or decreases his holdings or control of such China Connect Security so that his holdings or control of such China Connect Security crosses a percentage that is a multiple of 5 per cent (5%), or
- C. the Client holds or controls 5 per cent (5%) or more of the issued shares of a particular China Connect Security and decreases his holdings or control of such China Connect Security so that his holdings or control of such China Connect Security falls below 5 per cent (5%),

the Client (x) may be required to make disclosure to the PRC regulator, the relevant China Connect Market Operator and the issuer of that China Connect Security within such time specified and in such manner as required pursuant to laws and regulations of the PRC, and (y) except in the case of (C), may be prohibited from buying or selling shares in that China Connect Security during such period of time as specified under

華通證券，但透過中華通服務進行或適用的中華通規則所容許者除外。在不損害協議第 4.1 條規定的原則下，BOOM 在沒有其要求的證據足令其信納前述情況下，可拒絕接受任何轉讓中華通證券的指示。

6. **個人持股限制** – 除中國法律和規例另行容許外，客戶不得持有中華通證券已發行 A 股的百分之十（10%）或以上。
7. **總持股限制** – 如 BOOM 收到聯交所的強制出售通知，即須決定其客戶中何者須賣出強制出售通知中所指類別的中華通證券，以及所須賣出的數量，以遵從強制出售通知。BOOM 須按「後進先出」基準作出其決定，但如並不切實可行，BOOM 可全權及絕對酌情決定採取其認為公平的基準。如客戶從 BOOM 收到強制出售通知：
- (a) 除第 (b) 項的條文另有規定外，客戶須在不遲於強制出售通知指明的時間—(1)個交易日之前，向 BOOM 作出指示，以便賣出在其帳戶中強制出售通知所指類別的中華通證券，賣出的數量不少於強制出售通知所指明者；倘客戶未能作出此項指示，BOOM 即可代客戶從帳戶中賣出強制出售通知所指類別及所需數量的中華通證券，以遵從強制出售通知。儘管賣出證券是因強制出售通知而起，客戶仍須就 BOOM 因賣出證券所涉的任何佣金負責。
- (b) 倘在收到強制出售通知後，但在強制出售通知指明賣出中華通證券的限期屆滿前，強制出售通知中所指的中華通證券的總境外持股量已降至觸發強制出售通知的規定以下，客戶可要求 BOOM 應其要求並代其向聯交所申請豁免遵從強制出售通知的規定。若有關申請成功及在該申請成功的範圍內，客戶可獲免除賣出相關強制出售通知所指類別的中華通證券的責任。客戶須對 BOOM 就該項申請不時指明的行政費用向 BOOM 負責。

客戶確認 BOOM 根據本附件賣出中華通證券的權利（以及本附件訂明的此項權利的所有附帶權利）屬不可撤銷的權利，在協議終止後繼續有效。在不損害協議第 4.1 條規定的原則下，在向客戶就某類中華通證券發出強制出售通知後，BOOM 可拒絕接受有關轉讓該類中華通證券的指示，除非和直至客戶已遵從強制出售通知的規定。

倘客戶因遵從強制出售通知賣出證券而蒙受或招致任何損失，包括損失機遇，BOOM 無須就此對客戶負責。BOOM 因行使其代客戶強制出售的權力而招致的任何費用、稅費、徵費及其他開支，客戶須對 BOOM 作出彌償。

8. **保證金買賣** – 倘 BOOM 向客戶提供保證金融資，以便買入中華通證券，則客戶僅可以保證金買入聯交所於任何時候和不時公布為符合資格，可透過中華通服務以保證金買賣的證券名單內所列的中華通證券。

如合資格的中華通證券暫停以保證金買賣：

- (a) 客戶不得在暫停期間，就該中華通證券進行保證金買賣，而且在不損害協議第 4.1 條規定的原則下，BOOM 可拒絕執行以保證金買入該中華通證券的指示；及
- (b) 在不損害協議中保證金買賣附件第 5 條規定的原則下，BOOM 可全權及絕對酌情決定撤回或減少為了就該中華通證券進行保證金買賣而授予客戶的保證金融資額。
9. **合規** – 客戶須遵從中國的法律和規例。客戶在不限於如下確認：
- (a) 如：
- A. 客戶之前並沒有持有或控制某特定中華通證券已發行股份的百分之五（5%）或以上，但其後持有或控制該等證券的百分之五（5%）時，
- B. 客戶持有或控制某特定中華通證券已發行股份的百分之五（5%）或以上並增加或減少其在該中華通證券的持股量或控制權，以致其在該中華通證券的持股量或控制權超出相當於百分之五（5%）的倍數的百分率，或
- C. 客戶持有或控制某特定中華通證券已發行股份的百分之五（5%）或以上，並減少其在該中華通證券的持股量或控制權，以致其在該中華通證券的持股量或控制權跌至少於百分之五（5%），

客戶 (x) 可能須在中國法律和規例指定的時間內及按中國法律和規例規定的方式向中國的監管機構、相關的中華通市場營運者及該中華通證券的發行人作出披露，及 (y) 除(C)項的情況外，可能在中國法律和規例指定的期間內被禁止買入或

the laws and regulations of the PRC. Without prejudice to clause 4.1 of the Agreement, BOOM may refuse any Instruction where it believes that the Client may be prohibited under such laws and regulations of the PRC from buying or selling shares;

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

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

- (c) acknowledges that, without prejudice to clause 4.1 of the Agreement, BOOM may refuse any Instruction to execute any trade in China Connect Securities if it considers that the Client may have breached Applicable China Connect Rules, the trading activities of the Client are not permissible under the Applicable China Connect Rules or the execution of such Instruction may result in BOOM breaching Applicable China Connect Rules.
- (d) authorizes BOOM to take all necessary actions to comply with Applicable China Connect Rules as BOOM deem appropriate, including but not limited to disclosing the Client's identity and any transaction information in China Connect Securities to the SEHK.

10. Risk Disclosures

(a) Emerging Markets

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

(b) Currency

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

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

(c) Market Availability

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

(d) China Connect Securities

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

(e) Quotas

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

(f) Forced Sales

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

(g) Corporate Action

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

賣出該中華通證券的股份。在不損害協議第 4.1 條規定的原則下，如 BOOM 認為客戶被該等中國法律和規例禁止買入或賣出股份，可拒絕接受任何指示；

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

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

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

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

10. 風險披露

(a) 新興市場

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

(b) 貨幣

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

人民幣現時仍受外匯管制。倘將人民幣兌換為客戶的基礎貨幣時有延誤，或涉及該兌換的交易費用增加，則客戶可能蒙受損失。

(c) 市場可供使用時段

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

(d) 中華通證券

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

(e) 額度

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

(f) 強制出售

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

(g) 公司行動

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

subscription in a rights issue.

(h) Ownership

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

(i) Insolvency of China Clear

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

(j) Investor Compensation

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

(k) Language

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

(l) Exclusion of Liability

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

可能被攤薄。

(h) 擁有權

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

(i) 中國結算公司無力償債

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

(j) 投資者賠償

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

(k) 語文

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

(l) 免除責任

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



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

CLIENT AGREEMENT AND SCHEDULES
客戶協議及附件
【 FUTURES TRADING 期貨交易 】

January 2018 Edition
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Licensed by the Securities and Futures Commission for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity (CE Number AEF808)
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獲證券及期貨事務監察委員會發牌可進行第 1 類（證券交易）、第二類（期貨合約交易）及第 7 類（提供自動化交易服務）受規管活動（中央編號：AEF808）

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

倘本協議及附件的中、英文版本之間有不一致之處，概以英文本為準。

CLIENT AGREEMENT

This document (together with the related account application form, supplements and Client Acknowledgement (collectively “**Agreement**”)) sets out the terms and conditions upon which Monex Boom Securities (H.K.) Limited (“**BOOM**”) agrees (i) to establish and maintain an account (“**Account**”) for the person(s) (“**Client**”) named as the client in the account application form, for the purpose of entering into contracts of all kinds for futures and options trading and other related services to the Client on the Account.

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

1. DEFINITIONS AND INTERPRETATION

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

“ Access Codes ”	means together the login ID and login password;
“ Business Day ”	means any day other than a Saturday, a Sunday and any day which is a general holiday as defined under the General Holidays Ordinance (Cap. 149) of the Laws of Hong Kong;
“ Client Acknowledgement ”	means the respective policies and procedures disclosed to and accepted by the Client regarding the manner by which the trading and margin operations will be applied to the Account, as BOOM may in its sole and absolute determine from time to time with details posted on its website;
“ Commodity ” or “ Commodities ”	means any item and includes, without limitation, agricultural commodities, metals, currencies, shares, interest rates, indices or other financial contracts, energy, right or authority, and shall where the case requires include a Contract in respect of any of the above and whether or not the item is capable of being delivered;
“ Contract ”	means a Futures Contract or Options Contract;
“ Event of Default ”	shall have the meaning ascribed to it in clause 11.3;
“ Futures Contract ”	means a contract traded on an exchange, the effect of which is that: (i) one party agrees to deliver to the other party at an agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or (ii) the parties agree to make an adjustment between them at an agreed future time according to whether the agreed Commodity is worth more or less or as the case may be, stands higher or lower at that time than a price level agreed at the time of making the contract, the difference being determined in accordance with the rules of the exchange on which the contract is made;
“ Instruction ”	means any instruction given by the Client including any instruction for or in respect of (i) the buying, selling, entering into, closing out of or other dealing in any Contract, (ii) the deposit or withdrawal of funds or other assets into or from the Account, or (iv) the exercise of any rights in respect of any funds or other assets in the Account;
“ Margin ”	means such amount in such currency and such other security whatsoever as BOOM may from time to time demand from the Client by way of margin, variation adjustments or cash adjustments in relation to Contracts;
“ Market Information ”	includes market commentary, research reports and news and data relating to the prices for Contracts;
“ Options Contract ”	means a contract pursuant to which one party grants to the other party a right, exercisable by latter party either on or (as the case may be) on or before a specified date, to acquire or (as the case may be) to dispose of a specified quantity of a Commodity or Futures Contract at an agreed price.

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

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

2. BOOM

BOOM is licensed by the Securities and Futures Commission (“**SFC**”) for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity under CE Number AEF808. Its registered office is at Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong. BOOM shall trade products as may be approved by the Hong Kong Futures Exchange (“**HKFE**”) from time to time to execute, process or effect transactions through HKFE and clearing member of the HKFE in Hong Kong.

客戶協議

寶盛證券（香港）有限公司（“**BOOM**”）根據本文件（連同相關的帳戶申請表、附件及客戶交易須知合稱“**協議**”）所訂條款及條件同意 (i) 為帳戶申請表列明的人士（“**客戶**”）開設及維持帳戶（“**帳戶**”）以訂立期貨及期權各種交易合約，及使用該帳戶向客戶提供其他相關服務。

請細閱本文件，並保留供日後參考之用。

1. 定義及釋義

在本協議中，以下詞語除文意另有規定外，具以下涵意：

「 帳戶登入編碼 」	指登入編號及登入密碼；
「 營業日 」	指任何一日除了星期六、星期日及於香港法例《公眾假期條例》（第 149 章）所定義該日為公眾假期的日子；
「 客戶交易須知 」	指已向客戶披露並被客戶已接受、適用於帳戶交易及保證金操作方式的有關政策及程序，BOOM 可不時全權及絕對酌情決定該等政策及程序，並於公司網頁刊登有關詳情；
「 商品 」	指任何東西，包括但不限於農產品、金屬、貨幣、證券、利率、指數或其他金融合約、能源、權利或權力，以及如情況所需，包括上述任何一項之合約及於每一種情況，都不論該物品可否作實際支付；
「 合約 」	指期貨合約或期權合約；
「 違約事件 」	具第 11.3 條賦予該詞的意思；
「 期貨合約 」	指在交易所買賣的合約，其效果為：(i) 一方承諾在雙方約定的將來時間及以約定的價格，交付與另一方雙方約定的商品或約定數量的商品；或 (ii) 雙方同意在將來的時間根據約定的商品當時之價值升跌或是否高於或低於（視情況而定）與訂立合約時雙方協定之價值而作出調整，有關差額將根據在訂立該合約之交易所規則決定；
「 指示 」	指客戶所作的指示，包括為以下事項或就以下事項所作的指示：(i) 就任何合約的買入、賣出、訂立、將之平倉或其他交易，(ii) 在帳戶存入或提取任何資金或其他資產，或 (iv) 行使與帳戶中任何資金或其他資產有關的任何權利；
「 保證金 」	指 BOOM 不時就有關合約以保證金計算、差額調整或其他現金調整方式而要求客戶以指定貨幣交付的數額或其他抵押品；
「 市場資訊 」	包括關乎合約的價格的市場評論、研究報告及新聞和數據；
「 期權合約 」	指合約一方授予合約另一方之權利，使另一方可於指定日期前或當日，視乎情況而定，行使該權利，以約定價格向該一方購買或處置指定數量之商品或期貨合約。

在本協議中，凡提述「包括」一詞須解釋為提述「包括但不限於」。

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

2. BOOM

BOOM 獲證券及期貨事務監察委員會（“**證監會**”）發牌可進行第 1 類（證券交易）、第 2 類（期貨合約交易）及第 7 類（提供自動化交易服務）受規管活動，中央編號為 AEF808，註冊辦事處為香港北角電氣道 183 號友邦廣場 25 樓 2501 室。BOOM 就香港期貨交易所（“**期交所**”）不時批准的交易產品，通過期交所及結算所參與者執行、處理或進行交易。

3. DESCRIPTION OF SERVICE

3.1. Scope of Services

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

- (a) to, so far as it considers reasonably practicable, enter into or close out any Contract on the Account in accordance with Instructions given by the Client over the online trading platform and, if the Client is unable to access the online trading platform, by telephone or other means of communication agreed to by BOOM;
- (b) to arrange for clearing and settlement of such trades;
- (c) to hold funds and other assets for the Client on the Account; and
- (d) to provide such information relating to investments as BOOM may in its sole and absolute discretion determine from time to time

Unless otherwise notified to the Client, BOOM shall act as the agent for the Client. In executing any Instruction, BOOM may in its sole and absolute discretion determine the method by which such trade is executed including choice of broker, clearing agent or counterparty. Where BOOM is unable to execute any order in full, it may execute the order in part without reference to the Client and without liability to the Client for any loss he may incur as a result of the order not being executed in full.

3.2. Limitations in Services

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

- (a) BOOM does not advise the Client or exercise any judgement on behalf of the Client as to the suitability or profitability of any trade or the legal, financial or tax consequences of any trade. The Client shall make his own judgement with respect to each trade and shall assume full responsibility for his trades. Neither BOOM nor any of its employees, officers or agents accept any liability for any loss or damage incurred or suffered by the Client as a result of or in connection with any information provided by BOOM to the Client in respect of any trade.
- (b) BOOM does not monitor the performance of the Contracts and other assets held by the Client and has no duty to recommend any trade based on any change in any circumstance or otherwise. BOOM shall not be liable for any diminution in value of any Contract or other assets in the Account.
- (c) In the event that BOOM provides any Market Information (that include data relating to prices for Contracts) to the Client which the Client may use for making his own investment decisions, the Client acknowledges that such Market Information is provided by third parties and BOOM does not and has no duty to verify the accuracy or completeness of such Market Information. BOOM makes no warranty or representation as to the accuracy or completeness of such Market Information and shall not be liable to the Client for any loss as a result of such Market Information being inaccurate or incomplete. For the avoidance of doubt, BOOM shall not be liable to the Client for any loss if the Client's position is closed out or forced liquidated by the trading system due to discrepancy between Market Information and actual market prices. The provision by BOOM of Market Information to the Client shall not constitute advice from BOOM to the Client and shall not be construed as a recommendation of the Contracts to which such Market Information relates. BOOM shall not be liable to the Client in any circumstances for any loss the Client may incur as a result of relying on Market Information, even if, for the avoidance of doubt, such Market Information has been negligently or fraudulently prepared.

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

3.3. Delegation

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

3.4. Applicable Laws

All trades shall be subject to the laws, regulations, rules and customs governing the market, exchange or clearing house in which such trades are executed, cleared or settled. Therefore, if BOOM is required by such applicable laws to amend the terms and conditions of any transaction, BOOM may, without prior notice to the Client, take such action as we may in BOOM's absolute discretion consider appropriate to comply accordingly and such actions shall be binding on the Client.

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

BOOM shall, upon the Client's request, provide to the Client product specifications and any prospectus or offering document covering such Contracts.

4. INSTRUCTIONS

4.1. Acceptance

BOOM may in its sole and absolute discretion determine whether to accept or refuse any Instruction from the Client. Without limitation, BOOM may refuse any Instruction if, in its sole opinion, there are insufficient funds in the Account to give effect to such Instruction or if it considers that the execution of such Instruction would result in a contravention,

3. 服務說明

3.1. 服務範圍

BOOM 可向客戶提供以下服務，以及不時經書面同意的其他服務：

- (a) 按客戶於網上交易平台及（如客戶未能登入網上交易平台）以電話或 BOOM 同意的其他通訊方法所作指示，在 BOOM 認為合理可行的情況下，就帳戶進行訂立合約或合約平倉的交易；
- (b) 安排買賣的結算及交收；
- (c) 以客戶帳戶持有資金及其他資產；及
- (d) 提供 BOOM 可能不時全權及絕對酌情決定與投資有關的資訊。

除非 BOOM 另作通知客戶，BOOM 乃客戶的代理人。在執行任何指示時，BOOM 可全權及絕對酌情決定執行買賣的方法，包括選用的經紀、結算代理人或對手方。如 BOOM 未能全數執行任何買賣盤，BOOM 可無須知會客戶而執行買賣盤的其中部份，而且不會因未能執行全部買賣盤所引致的任何損失而對客戶負責。

3.2. 服務限制

客戶確認 BOOM 並不提供投資意見。在不局限前述條文下：

- (a) BOOM 不會就任何買賣的適合性或盈利水平，或任何買賣的法律、財務或稅務後果，而向客戶提出意見或代客戶作出任何判斷。客戶須就每宗買賣自行作出判斷，並對其買賣負全部責任。倘客戶因 BOOM 向其提供就任何買賣有關的資訊而招致或與之有關而蒙受任何損失或損害，BOOM 及其任何僱員、高級人員或代理人均不承擔任何責任。
- (b) BOOM 並不監察客戶所持合約及其所持的其他資產的表現，而且 BOOM 沒有責任按任何情況或其他方面的變化而建議任何買賣。BOOM 對於帳戶中任何合約或其他資產的價值縮減概不負責。
- (c) 倘 BOOM 向客戶提供任何市場資訊（包括有關合約價格的數據），而客戶以之作出其投資決策，則客戶確認該等市場資訊乃由第三者提供，BOOM 不會而且沒有責任核實該等市場資訊是否正確或完整。對於該等市場資訊是否正確或完整，BOOM 不作任何保證或陳述，並且對於客戶因該等資訊不正確或不完整所招致的損失概不負責。為免引起疑問，倘若市場資訊與實際市場價格因出現偏差而導致客戶持倉被交易系統進行平倉或強制平倉所引致的任何損失，BOOM 不會對客戶承擔任何責任。BOOM 向客戶提供市場資訊並不構成 BOOM 向客戶提供意見，而且不該解釋為推介與該等市場資訊有關的合約。在任何情況下，對於客戶因依賴市場資訊（而且為免引起疑問，即使該等市場資訊是在疏忽或欺詐的情況下擬備）而招致任何損失，BOOM 亦概不負責。

在任何情況下，BOOM 對客戶因任何買賣而招致的稅務責任概不負責。

3.3. 職能轉授

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

3.4. 適用法律

所有買賣均須符合執行、結算或交收該等買賣的市場、交易所或結算所的法律、規例、規則及慣例。因此，如果 BOOM 被適用法律要求修改任何交易的條款和條件，BOOM 可以在沒有事先通知客戶的情況下採取 BOOM 絕對酌情決定認為適當的相應措施，而客戶會受有關修訂條款所約束。

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

BOOM 須應客戶要求，提供合約相關的規格資料、章程或其他要約文件。

4. 指示

4.1. 接受

BOOM 可全權及絕對酌情決定是否接受或拒絕客戶的指示。在不局限於如下的情況下，BOOM 如單獨認為帳戶內的資金不足以執行該指示，或如認為執行該指示會導致 BOOM 或客戶違反任何法律、規例或規則，則可拒絕任何指示。在接受任何指示時，

whether by it or the Client, of any law, regulation or rule. In accepting any Instruction, BOOM may impose such conditions, if any, which it may in its sole and absolute discretion determine. BOOM may review Instructions before executing them. BOOM shall not be liable for any interest or other loss arising from (i) delay occasioned by any review of Instructions before executing them, (ii) BOOM's refusal to accept any Instruction, or (iii) delay in communication of any refusal to accept any Instruction. Once accepted, an Instruction is not revocable without the express written consent of BOOM and the Client shall be bound by any act taken by BOOM in pursuance of the Instruction notwithstanding any request by the Client to cancel it.

Unless otherwise stated by BOOM, an Instruction given by the Client for the opening and closing of Contracts shall only be good for the trading day on which such an Instruction is given relevant to the exchange or such other expiration day or such other later time, as agreed between BOOM and the Client and any Contracts (in whole or in part) which remains unexecuted, for which the Instruction is good shall lapse automatically.

4.2. Authorized Signatories

BOOM may rely upon any Instruction from any person (from time to time) designated by the Client as an authorized signatory and for the purposes of this Agreement, any such Instruction shall be deemed to be an Instruction from and binding on the Client whether or not such person had actual authority to give such Instruction. The Client shall ratify and confirm all Instructions from any such person.

4.3. Communication Risks

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

4.4. Online Instructions

Without prejudice to clause 4.2, the Client shall be solely responsible for all Instructions relating to the Account which are entered into the online trading platform using the Client's Access Codes. The right to use the online trading platform is personal and the Client shall keep his Access Codes confidential and take all reasonable steps to protect his Access Codes from being used for unauthorized access to the online trading platform including by (i) ensuring that its login password and login ID are different, and (ii) changing its login password on a regular basis. The Client shall immediately notify BOOM in writing if he becomes aware of any disclosure or use of his Access Codes that the Client has not authorized. The Client shall check the digital certificate of the BOOM website used to access the online trading platform to verify the integrity of the domain name entered by him to access the online trading platform.

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

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

4.5. Telephone Instructions

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

4.6. Email and Facsimile Instructions

Without prejudice to clause 4.1, BOOM may accept and rely upon Instructions which it believes in good faith to have originated from the Client transmitted by email or facsimile. BOOM shall be under no duty to confirm the authenticity of such Instructions by any means and without limitation, shall have no duty to verify that the email address or the facsimile number from which Instructions are transmitted to BOOM is an email address or facsimile number authorized or specified by the Client. The Client shall indemnify BOOM from any loss or expense BOOM may incur as a result of accepting or relying upon Instructions transmitted by email or facsimile. The Client shall not give Instructions to enter into, open or closing out of any Contracts on an exchange or other market by email or facsimile (and for the avoidance of doubt, such Instructions do not include clearing and settlement instructions) and BOOM shall have no duty to accept such Instructions.

4.7. Consolidation, Disaggregation & Prioritization

BOOM may, in its sole and absolute discretion, consolidate orders from the Client with similar orders from other persons to whom BOOM provides services or disaggregate orders from the Client provided that:

- (a) BOOM reasonably expects that such consolidation or disaggregation will not result in the execution of orders at a price less favourable than could have been achieved had such orders been executed without consolidation or disaggregation;

BOOM 可規定其可全權及絕對酌情決定的條件（若有）。BOOM 在執行指示前，可先予覆核。BOOM 無須因以下情況所引起的任何利息或其他損失而負責：(i) 在執行指示前任何因覆核指示引致的延誤，(ii) BOOM 拒絕接受任何指示，或 (iii) 在傳達拒絕接受指示上的延誤。除非經 BOOM 明確書面同意，指示一經接受即不可撤回，即使客戶要求取消有關指示，客戶須受 BOOM 按指示作出的任何作為約束。

除非 BOOM 另有說明，客戶開立合約及將合約平倉的指示僅適用於作出該指示的、有關交易所的交易日或其他失效日或其他較後時間，根據 BOOM 與客戶之間的協議，任何合約未有執行的全部或部分指示須自動失效。

4.2. 授權簽署人

BOOM 可根據客戶（不時）指定為授權簽署人的任何人士所作的指示，而就本協議而言，該等指示須視為客戶的指示並對客戶具約束力，不論該人士是否具實際權限作出該指示。客戶須追認並確認由該人士作出的一切指示。

4.3. 通訊風險

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

4.4. 網上指示

在不損害第 4.2 條規定的原則下，客戶須就其使用其帳戶登入編碼登入網上交易平台就其帳戶作出的一切指示單獨負責。使用網上交易平台的權利是個人的，客戶須將其帳戶登入編碼保密，並採取一切合理措施避免其帳戶登入編碼在未經授權下用於登入網上交易平台，包括 (i) 確保其登入密碼與登入編號不同，及 (ii) 定期更改其登入密碼。如客戶察覺其帳戶登入編碼未經其授權下披露或使用，須立即以書面通知 BOOM。客戶須核對用於登入網上交易平台的 BOOM 網站電子證書，以核實客戶為登入網上交易平台而輸入的域名的真確性。

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

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

4.5. 以電話作出指示

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

4.6. 以電子郵件及傳真作出指示

在不損害第 4.1 條規定下，BOOM 可接受並依賴其真誠相信是由客戶以電郵或傳真傳遞的指示。BOOM 沒有責任以任何方法確認該等指示的真確性，而且在沒有局限下，沒有責任核實用以向 BOOM 傳遞指示的電郵地址或傳真號碼是客戶認可或指明的。倘 BOOM 因接受或依賴以電郵或傳真傳遞的指示而招致任何損失或開支，客戶須對 BOOM 作出彌償。客戶不得以電郵或傳真作出於交易所或其他市場任何訂立合約、開立合約或將合約平倉的指示，（及為免引起疑問，該等指示並不包括結算及交收的指示），而 BOOM 並沒有責任接受該等指示。

4.7. 合併、拆解合併及優先次序安排

在以下的情況下，BOOM 可全權及絕對酌情決定將客戶的買賣盤與 BOOM 服務的其他人士的類似買賣盤合併或將客戶的買賣盤拆解合併：

- (a) BOOM 合理預期尚進行有關合併或拆解合併後，執行買賣盤的價格不會差於在沒有進行合併或拆解合併時執行該等買賣盤的價格；

- (b) in the event of there being insufficient Contracts available to satisfy consolidated purchase orders, BOOM may allocate the number of Contracts actually executed between the Client and other persons to whom BOOM provides services in such manner as BOOM may in its sole and absolute discretion determine to be fair; and
- (c) in the event that the prices at which orders are executed are different, BOOM may allocate the orders on the basis of the average price or such other basis which BOOM determines in its sole and absolute discretion is fair as between the Client and other persons to whom BOOM provides services.

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

4.8. Logs & Recordings

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

5. MARGIN

- 5.1. In respect of all Contracts entered into by BOOM, the Client shall before the relevant Contract is entered into or otherwise immediately upon demand provide BOOM with such Margin in such form and amount and on such terms as BOOM may in its absolute discretion require from time to time. Such Margin must be maintained at BOOM and the Client shall not withdraw the Margin until the open Contract to which the Margin relates has been closed out.
- 5.2. The amount of BOOM's Margin may exceed any margin requirement prescribed by any exchange and clearing house and may be changed by BOOM with immediate effect without prior notice to the Client. BOOM may be entitled to refuse Client's trading Instruction unless required Margin has been provided to BOOM.
- 5.3. BOOM shall be entitled to demand from Client from time to time such additional Margin as BOOM shall think fit in its absolute discretion whether to comply with any requirement imposed by law or any exchange or clearing house or otherwise, and the Client shall immediately upon demand provide BOOM such additional Margin.
- 5.4. Without prejudice to BOOM's right of liquidation under clause 11.4 below, failure to meet margin calls may result in BOOM being entitled or obliged by the rules or regulations of the exchange or clearing house to close out the open Contracts held on Client's behalf in respect of which any Margin calls are not met within the period specified by BOOM or at the time of making such call(s), including notifying the relevant exchange, clearing house or counterparty particulars of such open Contracts in the Account and outstanding Margin amount as may be specified by BOOM.
- 5.5. BOOM may from time to time, without prior notice to the Client and in BOOM's absolute discretion, transfer all or any part of the Margin or other amounts held for the Client to any account of the exchange, clearing house or counterparty to enable BOOM to pay any margin or other sums of money demanded or required by such exchange, clearing house or counterparty in connection with Contracts executed by BOOM for an on behalf of the Client.

6. CUSTODY OF ASSETS

6.1. Cash and Other Assets

Where BOOM receives or holds funds and other assets for or on behalf of the Client on the Account, BOOM may deposit such funds and other assets in a segregated account designated as trust (segregated from BOOM's assets) or client account with such banks, brokers or clearing houses as BOOM may in its sole and absolute discretion determine. These funds and other assets so held by BOOM shall not form part of the assets of BOOM for insolvency or winding up purposes but shall be returned to the Client upon the appointment of a provisional liquidator or similar officer over all or part of BOOM's business or assets.

All funds and other assets (including, approved debt securities or approved securities) received by BOOM from the Client or from any other person, including the clearing house, shall be held in the manner under the rules and regulations applicable to BOOM. The Client hereby authorizes BOOM to apply such funds and other assets in the manner set out in such rules and regulations, in particular, that BOOM may apply such funds and other assets in or towards meeting BOOM's obligations to any party insofar as such obligations arise in connection with or incidental to any Contracts business transacted by BOOM on behalf of the Client.

The Client acknowledges that in respect of any account of BOOM maintained with the clearing house or counterparty in respect of any Contracts business transacted on behalf of the Client and whether or not funds and other assets has been paid to or deposited with the clearing house, as between BOOM and clearing house, BOOM deals as principal and accordingly no such account is impressed with any trust or other equitable interests in favour of the Client and funds and other assets paid to or deposited with the clearing house are thereby freed from the trust referred to in the above.

6.2. Fund Deposits

To deposit funds into the Account, the Client shall arrange for the deposit or transfer of the funds to BOOM's client account as specified by BOOM from time to time. Without prejudice to clause 4, BOOM shall be under no duty to credit any funds to the Account until it has received cleared and immediately available funds into its client account and is able to match those funds deposited or transferred from the Client. Where BOOM receives

- (b) 倘可提供的合約不足以執行合併的買盤，BOOM 可將實際執行的合約數目，按 BOOM 全權及絕對酌情決定認為公平的方式分配予客戶及獲 BOOM 提供服務的其他人士；及
- (c) 倘買賣盤之間的執行價格有差異，BOOM 可按平均價或其全權及絕對酌情決定認為公平的其他基準，將買賣盤分配予客戶及獲 BOOM 提供服務的其他人士。

BOOM 可按其全權及絕對酌情決定認為公平的方式將指示安排先後次序。

4.8. 記錄冊及錄音

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

5. 保證金

- 5.1. 關於 BOOM 代表客戶以代理人身份訂立的所有合約，客戶須於有關合約訂立之前或否則即時應 BOOM 的要求向 BOOM 提供其不時依據絕對酌情權所要求的保證金，而該保證金須符合 BOOM 所規定的形式、數額及某些條件。該保證金須一直維持予 BOOM，直至有關的未平倉合約被平倉之後，客戶方可提取保證金。
- 5.2. BOOM 所要求的保證金數額可能會超過任何交易所或結算所所要求的保證金數額，並且 BOOM 可無需事先通知客戶而即時更改該保證金所需的數額。BOOM 有權拒絕執行客戶的指示，除非客戶已向 BOOM 提供所要求的保證金。
- 5.3. BOOM 可依據其絕對酌情權不時要求客戶向 BOOM 支付其認為適當的額外保證金，不論此舉是否為符合由法律或任何交易所或結算所所施加的要求而作出，而客戶必須在接獲有關要求後即時向 BOOM 支付該額外保證金。
- 5.4. 根據第 11.4 條，在不損害 BOOM 強制平倉權利下，如果未能滿足繳交保證金的通知，將會令 BOOM 有權或按照有關交易所或結算所的規則或規例有責任將代表客戶持有而未有於 BOOM 指明的時間內或作出該等通知之時繳足保證金的未平倉合約平倉，及/或通知有關交易所、結算所及對手方關於帳戶裡該等未平倉合約及 BOOM 指明的追繳保證金金額的詳情。
- 5.5. BOOM 可不時在沒有事先通知客戶的情況之下，按絕對酌情權將其代客戶持有之所有或任何部份保證金或其他款額轉撥往設於任何交易所、結算所或對手方之任何帳戶內，以便 BOOM 支付該等交易所、結算所或對手方所追收、要求支付或以任何名義規定的與 BOOM 為客戶執行的合約交易有關的任何保證金或其他款項。

6. 資產託管

6.1. 現金及其他資產

如 BOOM 為或代客戶的帳戶收取或持有資金及其他資產，BOOM 可將該等資金及其他資產存入在 BOOM 全權及絕對酌情決定的銀行、經紀或結算所開設並指定為信託（與 BOOM 資產分開）或客戶帳戶的獨立帳戶。BOOM 按此方式持有的所有資金及其他資產不得成為 BOOM 破產或清盤時其資產的一部份，而必須在任命臨時清盤人或類似人員處理 BOOM 所有或任何部分的業務或資產後交還客戶。

BOOM 向客戶或其他人士包括結算所收取之所有資金及其他資產（包括核准債務證券或核准證券），均須按適用於 BOOM 的規則或規例所指明之方式持有。客戶謹此授權 BOOM 可按該等規則或規例使用任何該等資金及其他資產，就 BOOM 代表客戶處理任何合約買賣所涉及或附帶的任何責任，BOOM 可將該等資金及其他資產用作履行 BOOM 向任何一方之責任。

客戶確認有關任何由 BOOM 在結算所或對手方因 BOOM 代表客戶處理期貨合約及期權合約買賣而開立的帳戶，不論資金及其他資產是否已經繳付或存入結算所（此為 BOOM 與結算所之間的安排），而 BOOM 仍以當事人辦理，因此，任何該等帳戶均不受有利於客戶的任何信託或其他衡平法權益影響，而已經繳付予或存入結算所的款項及其他資產亦因此不受上述提及的信託限制。

6.2. 存入資金

客戶在帳戶存入資金，須安排將資金存入或轉撥至 BOOM 不時指定的 BOOM 的客戶帳戶。在不損害第 4 條規定的原則下，在 BOOM 於其客戶帳戶收到已結清並可即時取用的資金而又能將該等資金與客戶存入或轉撥的資金配對之前，BOOM 並沒有責任將

cleared and immediately available funds into BOOM's client account after the cut off time specified by BOOM from time to time on any Business Day, the funds will be credited to the Account no earlier than the next Business Day. BOOM shall not be liable to the Client for:

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

6.3. Interest

BOOM may pay interest on funds in the Account at such rate calculated by such method as it may from time to time determine in its sole and absolute discretion. BOOM shall be under no duty to notify the Client of any change in such rate. BOOM shall not pay interest where the cash balance on the Account does not exceed such amount as BOOM may specify from time to time as the minimum cash balance for interest payment.

6.4. Fund Withdrawals

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

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

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

7. FEES & EXPENSES

7.1. General

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

7.2. Minimum Transaction Frequency or Account Balance

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

8. CLIENT REPORTING

Each email in respect of the availability of statements of account on the online trading platform or enclosing statements of accounts issued by BOOM in respect of the Account shall constitute a communication to which clause 18 shall apply. The Client shall review all daily and monthly statements within two (2) days of the issuance of an email notifying the Client of the availability of such statements or enclosing such statement, as the case may be, and shall notify BOOM immediately of any objection (including any claim of unauthorized withdrawal of funds from the Account or any trade on the Account that has not been authorized or the terms of which have not been authorized) to any transaction therein. In the absence of manifest error, all statements shall be deemed to be accurate and conclusive if not objected to within fourteen (14) days of the date of their issuance. BOOM shall not in any circumstance whatsoever be liable to the Client for any loss the Client may incur, whether as a result of negligence, wilful default, fraud or otherwise, if such loss is apparent from a review of a statement and the Client fails to notify BOOM of such loss by an objection as aforesaid. The Client shall save a copy of all statements on his own computer. The Client acknowledges that daily statements may include trade confirmation information in lieu of contract notes.

9. SETTLEMENT

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

任何資金記入帳戶。如 BOOM 在任何營業日其不時指定的截止時間之後在其客戶帳戶收到已結清並可即時取用的資金，則該等資金不會早於下一營業日記入帳戶。BOOM 無須就以下事項對客戶負責：

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

6.3. 利息

BOOM 可以其不時全權及絕對酌情決定的利率及方法，計算就帳戶中的資金所支付的利息。如該利率有任何變更，BOOM 並沒有責任通知客戶。倘帳戶的現金結餘並不超過 BOOM 不時指明可獲付利息的最低現金結餘，則 BOOM 無須支付利息。

6.4. 提取資金

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

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

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

7. 費用及開支

7.1. 一般條文

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

7.2. 最低交易次數或帳戶結餘

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

8. 客戶報告

BOOM 就帳戶發出的每個有關網上交易平台已備有帳戶結單或已連附帳戶結單的電郵，均構成第 18 條適用的通訊。通知客戶已備有或已連附結單（視屬何種情況而定）的電郵發出後，客戶須在兩（2）天內覆核全部每日及每月結單；如對其中任何交易有異議（包括聲稱有資金未經授權而從帳戶提取，或有未經授權的買賣以帳戶進行，或買賣的條款未經授權認可），須立即通知 BOOM。在沒有明顯錯誤下，所有結單在發出之日後十四（14）天內未有異議提出，即視為準確及最終結單。對於客戶可能招致的損失，不論是因疏忽、故意失責、欺詐或其他原因所致，如該損失於覆核結單時是顯而易見，而客戶卻並未如前述提出異議通知 BOOM，則 BOOM 在任何情況下均無須對客戶負責。客戶須在其本身電腦上儲存一份所有結單的複本。客戶確認每日結單可包括確認買賣的資訊，以代替成交單據。

9. 交收

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

9.1. Physical Settlement

BOOM is not under any obligation to effect physical settlement for the Client in respect of any physical delivery Contract. The Client understands and agrees that for any positions in relation to Contracts approaching first notice day or last trading day, whichever is earlier, that are already flat (namely, long position and short position co-exist) but not been closed out, BOOM shall exercise its discretion to close out such positions to avoid physical delivery or settlement.

The Client shall (a) at least three (3) trading days prior to the relevant first notice day or last trading day (whichever is earlier) in the case of long positions of Futures Contracts, give Instructions to BOOM to close out the relevant positions; and (b) at least three (3) trading days prior to the relevant last trading day in the case of short positions of Futures Contracts, give Instructions to BOOM to close out such Contracts to avoid physical settlement of the underlying Commodities.

If such Instructions are not received by BOOM within the aforementioned deadline, BOOM shall be entitled to close out such Contracts at any time in its absolute discretion without notice to the Client and entirely at the Client's risk for the Client's Account. BOOM will not under any circumstances be held liable to the Client for any direct or indirect loss, cost or damage of any kind in connection with BOOM's actions.

9.2. Overdue Interest

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

10. ENTIRE & SINGLE AGREEMENT

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

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

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

11. SECURITY

The Client shall not encumber any assets in the Account.

11.1. Charge

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

11.2. Lien

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

11.3. Defaults

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

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

9.1. 實物交割

就實物交割合約而言，BOOM 沒有為客戶進行實物交割的義務。客戶理解及同意任何臨近第一通知日或最後交易日（以較早者為準）之持倉合約，如果同一合約同時存在長倉與短倉（即同時擁有買入與賣出的合約）但尚未平倉，BOOM 將會行使其酌情權為該等持倉合約進行平倉以避免進行實物交割或交收。

客戶須於 (a) 如屬期貨合約長倉者，有關第一通知日或最後交易日（以較早者為準）前至少三（3）個交易日，指示 BOOM 對有關合約進行平倉；及 (b) 如屬期貨合約短倉者，有關最後交易日前至少三（3）個交易日，指示 BOOM 對有關合約進行平倉，以避免就有關商品進行實物交收。

如在上述的限期前，BOOM 並未收到客戶的指示，BOOM 有權依據其絕對酌情權在不通知客戶及於客戶對其帳戶承擔所有風險的情況下，隨時對有關合約進行平倉。BOOM 在任何情況下均不會因其行為而對客戶產生任何直接或間接虧損、費用或損失而負上法律責任。

9.2. 逾期利息

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

10. 完整及單一協議

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

BOOM 為客戶執行的每宗買賣，均須符合此等條款及條件。每一帳戶結單須補充本協議，並構成本協議的一部分，以致本協議連同所有附件、客戶交易須知及所有帳戶結單構成 BOOM 與客戶之間的單一協議。

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

11. 抵押

客戶不得對帳戶中的資產設定產權負擔。

11.1. 押記

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

11.2. 留置權

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

11.3. 違約

有以下情況時即引起「違約事件」：

- (a) 客戶違反本協議任何條款或條件，或客戶成為破產或清盤呈請的對象，或已就客戶委出接管人、破產管理人、清盤人、臨時清盤人或破產受託人，或客戶成為任何實施執行、扣押令、扣押的對象，或客戶因任何其他原因未能支付到期債務；
- (b) 客戶經判定為不具有能力或已身故；
- (c) 客戶在本協議的責任的擔保人（如有）(i) 成為破產或清盤呈請的對象，或已就擔保人委出接管管理人、破產管理人、清盤人、臨時清盤人或破產受託人，或 (ii) 違反保證的任何條款或條件；或
- (d) 客戶於收到追繳保證金通知或到期時，未能向 BOOM 繳付任何有關款項（尤其保證金），或未能履行本協議規定客戶須承擔之其他責任；
- (e) BOOM 全權及絕對酌情決定認為是為保障其本身而言屬必要

for BOOM's own protection,

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

11.4. Liquidation

Upon an Event of Default, BOOM shall have the right, without prior notice to or consent from the Client, and in BOOM's absolute discretion and sole judgment, to take such action as BOOM consider necessary or desirable to comply with or to perform, cancel or satisfy any of BOOM's obligation to the Client or any of BOOM's or the Client's obligations to an exchange, clearing house and/or counterparty, as the case may be, in respect of any outstanding Contracts (including closing out and/or performing any and all such outstanding Contracts) and/or apply any Margin and/or enforce any security held by BOOM. If the funds standing to the credit of the Account are insufficient to discharge the liabilities of the Client to BOOM, BOOM may, on such terms which it may in its sole and absolute discretion determine to be reasonable, liquidate some or all of the other assets in the Account and apply the proceeds from such liquidation to the discharge of such liabilities or hold the proceeds from such liquidation in suspense account for so long as BOOM may in its sole and absolute discretion determine without any obligation to apply the same or any part thereof towards the discharge of such liabilities. BOOM shall not be liable to the Client for any loss incurred by the Client as a result of such liquidation, whether as a result of the timing of such liquidation, the price at which such liquidation took place, the types and numbers of Contracts or other assets subjected to such liquidation or otherwise. The Client shall remain liable for any liabilities not discharged following a liquidation and the application of the proceeds of such liquidation to such liabilities.

11.5. Combination and Set-Off

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

- (a) combine the Account with any other account held by the Client with BOOM in order to set-off, transfer or apply funds or other assets in such accounts in satisfaction of liabilities, whether actual or contingent, primary or collateral, secured or unsecured, joint or several, owed by the Client to BOOM;
- (b) set-off any of BOOM's liability to the Client in or towards the satisfaction of all or any of the Client's liabilities to BOOM, whether actual or contingent, primary or collateral, secured or unsecured, joint or several, and whether arising under this Agreement or not, including all fees and expenses payable to BOOM hereunder.

11.6. Remedies Cumulative

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

11.7. Costs of Enforcement

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

12. CONFLICTS OF INTEREST

12.1. Non-Exclusivity

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

12.2. No Misuse of Confidential Information

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

12.3. Counterparty and Affiliate Transactions

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

BOOM may, subject to any applicable laws, take the opposite position to the Client's order in relation to any exchange-traded Contracts, whether on BOOM's own account or for the account of its affiliated company or other clients of BOOM, provided that such trade is executed competitively on or through the facilities of the relevant exchanges in accordance with the rules and regulations of such exchanges in which the Contracts are traded.

12.4. Rebates

The Client consents to BOOM receiving, without further prior notice to the Client, rebates from brokers, counterparties and other persons in connection with any trade effected by

的其他情況，

發生違約事件後，客戶須支付予 BOOM 的所有數額將立即到期並須予支付。

11.4. 變現

發生違約事件後，BOOM 有權在末事先通知或取得客戶同意，以及在 BOOM 絕對酌情權及獨立判斷的情況下，採取 BOOM 認為必要或適當的行動遵守、履行、取消或符合 BOOM 對客戶的義務或 BOOM 或其客戶對交易所、結算所及 / 或對手方的義務，就有關未平倉合約（包括平倉及 / 或履行任何或所有未平倉合約）及 / 或應用任何保證金及 / 或執行 BOOM 持有的任何抵押品。如帳戶的結存資金不足以解除客戶對 BOOM 的責任，BOOM 可按其全權及絕對酌情決定認為合理的條款，將帳戶內的部分或全部其他資產變現，以變現所得用於解除該等責任，或以暫記帳戶持有變現所得，而持有時間則按 BOOM 全權及絕對酌情決定，而且沒有責任以全部或部分變現所得解除該等責任。客戶因有關變現而招致的損失，不論是由於該等變現的時機、變現所據的價格、變現合約或其他資產的種類及數目或其他原因所致，BOOM 均無須對客戶負責。客戶仍須對變現後及變現後所得用於解除責任後尚未解除的責任負責。

11.5. 合併及抵銷

發生違約事件後，BOOM 有權在沒有事先通知客戶之下：

- (a) 將帳戶與客戶於 BOOM 設立的其他帳戶合併，以便以該等帳戶中的資金或其他資產作出抵銷、轉帳或加以運用，以解除客戶對 BOOM 的責任，不論是實際的或是或有的、主要的或是附屬的、有保證的或是沒有保證的、共同的或是各別的；
- (b) 以 BOOM 對客戶的責任用於或達到解除客戶對 BOOM 的全部或任何責任，不論是實際的或是或有的、主要的或是附屬的、有保證的或是沒有保證的、共同的或是各別的，以及不論是否因本協議引起的，包括根據本協議須付予 BOOM 的全部費用及開支。

11.6. 累積補救方法

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

11.7. 執行費用

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

12. 利益衝突

12.1. 非獨家性

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

12.2. 不當使用機密資料

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

12.3. 對手方及聯繫公司交易

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

BOOM 可在不抵觸任何適用法律規定的情況下，不論是否為 BOOM 本身或其聯繫公司或其他客戶的帳戶，就任何在交易所買賣的合約，採取與客戶的交易指示相反的交易指示，但該買賣必須是以公平競爭的方式、透過有關交易所的設施而執行，並根據該有關交易所之規則及規例而執行的。

12.4. 回佣

客戶同意 BOOM 可在不事先通知客戶之下，就 BOOM 透過經紀、對手方及其他人士代客戶執行的任何買賣向彼等收取回佣。

BOOM for the Client through such brokers, counterparties or persons.

13. REPRESENTATIONS AND WARRANTIES

13.1. General

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

- (a) all information provided by him to BOOM in the account application form or pursuant to this Agreement is and will at all times during the term of this Agreement be true and complete;
- (b) unless BOOM is otherwise notified in writing, the Client is and will at all times during the term of this Agreement be trading as principal and no person other than the Client has any interest in the Account, stands to gain the economic or commercial benefit of any trade on the Account or to bear the economic or commercial risk of any trade on the Account or is responsible ultimately for originating Instructions on the Account;
- (c) this Agreement has been validly executed by the Client and constitutes a valid and legally binding agreement on the Client enforceable in accordance with its terms;
- (d) this Agreement and its performance and the obligations contained herein do not and will not at all times during the term of this Agreement contravene any law, regulation or rule applicable to the Client or conflict with or result in any breach of the terms and conditions of any other agreement or instrument to which the Client is a party or is subject or by which any of the Client's property is bound;
- (e) unless otherwise notified to BOOM in writing, the Client is not and will not at all times during the term of this Agreement be an employee or officer of any person licensed or registered with the SFC or any bank, broker, asset manager, investment adviser or other financial intermediary carrying on a business similar to any regulated activity under the SFO;
- (f) if the Client is in Hong Kong, the Client is 18 years of age or older and if the Client is in a jurisdiction outside of Hong Kong, the Client is of legal age in that jurisdiction;
- (g) unless BOOM is otherwise notified in writing, the Client is not a (i) citizen or permanent resident of the U.S., (ii) a person born in the U.S., (iii) a person who holds a residential or correspondence address in the U.S., (iv) a person who transfers funds to the U.S. on a regular basis, (v) a person who has granted a power of attorney to a person with a U.S. Address, or (vi) a U.S. Person within the meaning of Regulation S of the U.S. Securities Act; and
- (h) any notification given by the Client to BOOM is true and complete.

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

13.2. Material Changes

BOOM undertakes to notify the Client of any material change in its name, contact details, CE number, licensing status, the nature of the services it provides, and the identity and status of its employees and others acting on its behalf with whom the Client may have contact. The Client undertakes to notify BOOM in writing of any changes in his name, address, nationality, tax residency status, employment status and financial situation and shareholding structure, directors, partners or beneficiaries where the Client is a body corporate, partnership or trustee and to provide to BOOM such documentation as BOOM may require to evidence such change.

13.3. Recommendation of Contract

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

14. INDEMNITY AND EXCLUSIONS OF LIABILITY

14.1. General

BOOM or its affiliates shall not be liable to the Client for any loss suffered by the Client as a result of or in connection with any act or omission by BOOM or its affiliates, even where such act or omission constitutes negligence, in connection with any matter contemplated by this Agreement other than a loss arising directly from fraud or wilful misconduct by BOOM or its affiliates. BOOM and its affiliates shall not in any event be liable to the Client for any indirect or consequential loss or for punitive damages or for any loss arising as a result of any fraud or any cause beyond the reasonable control of BOOM or its affiliates. The Client shall indemnify BOOM, its affiliates and its officers, employees and agents and

13. 陳述及保證

13.1. 一般條文

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

- (a) 客戶在帳戶開戶申請書或依據本協議向 BOOM 提供的所有資料現時及在本協議有效期內每時每刻均屬真實完整；
- (b) 除非 BOOM 另行獲書面通知，客戶現時及在本協議有效期內任何時間均是以主事人的身份進行買賣，除客戶外並沒有其他人對帳戶擁有權益，可取得以帳戶進行任何買賣的經濟或商業利益，或承擔以帳戶進行任何買賣的經濟或商業風險，或就帳戶發出的指示負最終責任；
- (c) 本協議已由客戶有效簽立，並構成對客戶有效而且具法律約束力的協議，可按照其條款予強制執行；
- (d) 本協議及其履行及本協議所載責任並未而且在本協議有效期內任何時間亦不會違反任何適用於客戶的法律、規例或規則，或抵觸或導致違反其他協議或文書的條款及條件，而該等協議或文書是以客戶為其中一方，或為標的，或約束客戶任何財產的；
- (e) 除非 BOOM 另行獲書面通知，客戶並不是而且在本協議有效期內任何時間亦不會是任何獲證監會發牌或在證監會註冊的人士或任何銀行、經紀、資產管理人、投資顧問或其他從事與《證券及期貨條例》規定的受規管活動相關業務的金融中介機構的僱員或高級人員；
- (f) 如客戶是在香港，則客戶年齡已達 18 歲或以上，及如客戶是在香港以外的司法管轄區，則客戶已達該司法管轄區的法定年齡；
- (g) 除非 BOOM 另行獲書面通知，客戶並不是 (i) 美國公民或永久居民，(ii) 在美國出生的人士，(iii) 持有美國住址或通訊地址的人士，(iv) 定期調匯資金往美國的人士，(v) 已向具美國地址的人士授予授權書的人士，或 (vi) 按美國證券法規例 S 所界定的美國人士；及
- (h) 客戶給 BOOM 的任何通知均屬真實完整。

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

13.2. 重大變更

倘 BOOM 的名稱、聯絡資料、中央編碼、持牌情況、所提供服務的性質，以及客戶所聯絡的 BOOM 的僱員及代 BOOM 行事的他人在身份及崗位上有重大變更，BOOM 承諾將通知客戶。倘客戶的名稱、地址、國籍、稅務居民身分、就業狀況及財務狀況，以及（如客戶是個法團、合夥或受託人）持股結構、董事、合夥人或受益人有重大變更，客戶承諾以書面通知 BOOM，並向 BOOM 提供 BOOM 可能要求的有關變更的證明文件。

13.3. 合約的建議或推薦

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

14. 彌償及免除責任

14.1. 一般條文

倘因 BOOM 或其聯繫公司就本協議所述事項的任何作為或不作為而引致或因與該等作為或不作為相關連令客戶蒙受任何損失，即使該等作為或不作為構成疏忽，BOOM 或其聯繫公司並無須就此對客戶負責，惟直接因 BOOM 或其聯繫公司的欺詐或故意不當行為所引起的損失除外。在任何情況下，BOOM 及其聯繫公司均無須就任何間接或相應而生的損失或懲罰性損害賠償，或因任何欺詐或 BOOM 或其聯繫公司無法合理控制的其他原因所引致

hold them harmless against all actions, proceedings, claims, demands, liabilities, losses, costs and expenses which may be taken or made against or incurred in connection with the performance or exercise of their duties or discretions under this Agreement including any act or thing done or not done or caused to be done by them in good faith.

14.2. Breaches

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

14.3. Force Majeure

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

15. COMPLIANCE

15.1. Regulatory Compliance

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

BOOM may be required to take steps to limit the positions or require the closing out of Contracts on behalf of the Client whom in opinion of the regulator or exchange are accumulating positions which are or may be detrimental to the market or which are or may be capable of adversely affecting the fair and orderly operation of the market as the case may be.

15.2. Mandatory Disclosures

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

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

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Aggregate Trading Patterns

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

16.2. Proprietary System

The Client acknowledges that the online trading platform and the software comprised therein is the property of its vendors, agents or contractors and is protected by copyright. This Agreement does not transfer or grant to the Client any right, title, interest in any intellectual property right in the online trading platform and the software comprised therein.

The Client shall not (i) use the online trading platform except for the purpose of trading, or

的損失對客戶負責。倘因 BOOM、其聯繫公司及其高級人員、僱員及代理人根據本協議履行或執行其職責或行使其酌情權，包括彼等以真誠所作出或沒有作出或促使作出的作為或事項，導致他人對其採取、提起或其招致所有訴訟、法律程序、申索、索求、法律責任、損失、費用及開支，客戶均須就此對彼等作出彌償，並使彼等免受損害。

14.2. 違約

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

14.3. 不可抗力

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

15. 合規

15.1. 遵從規管

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

BOOM 可能被要求採取行動以限制持倉的數量或被規定代表某些客戶將合約平倉，因為監管機構或交易所認為該等客戶所累積的倉盤正在或可能會對市場造成損害或正在或可能會對市場的公平及有秩序的運作產生不良影響。

15.2. 強制性披露

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

- (a) 證監會或對 BOOM 或任何資產（該等資產由 BOOM 或其代表為其服務的人士所持有）具司法管轄權的任何其他監管機構（包括有關交易所的規則及規例），不論該項披露是否屬法律所規定者，條件是 BOOM 須在其全權及絕對酌情決定下，認為作出披露是合宜的，以避免可能對以下一位或多位人士（「**受影響人士**」）造成重大不利影響的後果：

- (i) 客戶；
- (ii) BOOM 或其聯繫公司；或
- (iii) 獲 BOOM 提供服務的任何類別的人士；及

- (b) 任何稅務或其他政府機關或其他人士，只要未能作出披露是法律或根據該法律所訂任何協議所預期的，而且根據該法律或協議是可能引致任何罰則、稅務或其他可能對一位或多位受影響人士造成重大不利影響的後果。如 BOOM 未能遵守強制性披露要求，根據交易所的規則及規例，可要求 BOOM 代客戶將其持倉進行平倉或向客戶的持倉徵收保證金附加費。

16. 知識產權

16.1. 綜合買賣模式

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

16.2. 專有系統

客戶確認網上交易平台以及其中的軟件均為其他供應商、代理商或承包商的財產，受版權保障。本協議並未向客戶轉讓或授予對網上交易平台及其中軟件的知識產權的任何權利、所有權及權益。

客戶 (i) 除為進行買賣外，不得使用網上交易平台，或 (ii) 不得試

(ii) attempt to gain access to or transmit any data or any software to the servers, storage devices, applications and databases for the online trading platform or to the firewalls, routers and proxies connected to such servers and storage devices except through the online trading platform for the purpose of trading. BOOM shall be entitled to put restrictions on, or suspend or close the Account immediately if BOOM reasonably suspects that the Client is in breach of any of his obligations under this Agreement.

16.3. Market Information

The Client acknowledges that Market Information belongs to the provider of such Market Information and is made available by BOOM to the Client on terms and conditions between such provider and BOOM. The Client shall not (i) disseminate Market Information obtained from BOOM, in whole or in part, in any format without the express written consent of BOOM, (ii) alter, obscure or remove any notice, whether as to the copyright in the Market Information or otherwise, provided in connection with the Market Information, or (iii) access Market Information for any purpose other than for the Client's own trading or through any means other than a web browser or other application specifically approved in writing by BOOM. The Client shall comply with any terms and conditions set out in the online platform relating to access to any specific Market Information. The Client agrees that the providers of Market Information may directly enforce against the Client the terms and conditions upon which such Market Information is made available by BOOM.

Market Information may be subject to delays. BOOM makes no representation or warranty as to the timeliness, accuracy or completeness of Market Information. BOOM shall not be liable for any loss arising out of any delay, inaccuracy or incompleteness of Market Information.

17. JOINT ACCOUNTS

17.1. Nature of Interests

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

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

17.2. Liability

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

17.3. Death of Joint Account Holder

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

17.4. Instructions

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

18. NOTICES

18.1. Form of Communications

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

圖登入或傳送任何數據或軟件至網上交易平台的伺服器、儲存裝置、應用程式及數據庫，或至連接於該等伺服器及儲存裝置的防火牆、路由器及代理伺服器，惟透過網上交易平台進行買賣則屬例外。BOOM 如合理懷疑客戶違反其在本協議的任何責任，BOOM 有權對帳戶即時施加限制，或暫時中止或結束帳戶。

16.3. 市場資訊

客戶確認市場資訊屬有關市場資訊的提供者所有，由 BOOM 按該提供者與 BOOM 之間所訂條款及條件向客戶提供。客戶 (i) 不得在沒有 BOOM 的書面明示同意下，以任何格式傳播從 BOOM 取得的全部或部分市場資訊，(ii) 不得變更、隱藏或移除關乎市場資訊的通告，不論有關通告是否關乎市場資訊的版權或其他方面，或 (iii) 除為客戶本身的買賣外，不得取用市場資訊作任何其他用途，或透過其他方式取用，惟透過 BOOM 以書面具體批准的瀏覽器或其他應用程式取用則屬例外。客戶須遵從網上交易平台就取用任何特定市場資訊所開列的條款及條件。客戶同意市場資訊提供者可直接對客戶強制執行 BOOM 獲提供市場資訊所依據的條款及條件。

市場資訊可能有延誤。BOOM 沒有就市場資訊適時、準確或完整性作出陳述或保證。BOOM 無須對市場資訊的任何延誤、不準確或不完整所引起的任何損失負責。

17. 聯名帳戶

17.1. 權益性質

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

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

17.2. 法律責任

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

17.3. 聯名帳戶持有人身故

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

17.4. 指示

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

18. 通知

18.1. 通訊方式

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

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

18.2. Delivery of Communications

All communications shall be deemed to have been received (i) if delivered by hand to the last notified address, at the time of delivery, (ii) if posted to the last notified address, within two (2) Business Days after posting, or (iii) if sent by facsimile or electronic means to the last known facsimile or email address, at the time of sending. For this purpose:

- (a) the "last notified address" and "last known facsimile or email address" of BOOM shall be as shown on its website at the time of delivery, posting or sending; and
- (b) the "last notified address" and "last known facsimile or email address" of the Client shall be as shown in its account application form or otherwise notified in writing to BOOM.

19. CYBER SECURITY

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

- (a) not access this email account or the online trading platform on a public computer;
- (b) immediately following each session on this email account or the online trading platform, log-out of his email account or the online trading platform, as the case may be, and if a browser was used for such session, delete all temporary files and the cache on the browser;
- (c) ensure that his passwords for this email account and the online trading platform are sufficiently robust, using a combination of letters, numbers, symbols and different cases; and
- (d) use anti-virus software on any computer used to access this email account or online trading platform.

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

20. CONFIDENTIALITY

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

21. TERMINATION

21.1. Account Closure

The Client may, subject to having satisfied all his obligations hereunder, close the Account at any time by giving BOOM written notice. BOOM may close the Account (i) at any time and for any reason upon ten (10) days' written notice to the Client, or (ii) immediately without notice to the Client upon the occurrence of an Event of Default. Without prejudice to the foregoing, any Account Closure shall not affect the rights or liabilities of either party arising out of or in connection with any open Contracts at the time of such Account closure, including as to Margin, until such Contracts have been closed out or settlement has been effected and all such liabilities fully discharged. In the event that at the time of closure there are funds or other assets standing to the credit of the Account, at BOOM's sole and absolute discretion, BOOM may:

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

Any deliveries arising from closure of the Account shall be deemed to be communications to which the provisions of clause 18 shall apply.

Any closure of the Account shall be without prejudice to clauses 7, 11, 14 to 20, 21.2 and 22 to 24 of this Agreement, all of which survive any termination of this Agreement. Upon closure of the Account, the Client shall no longer be a client of BOOM and BOOM shall owe no duties to him save as set-out in any clause surviving termination.

21.2. Unclaimed Assets

In the event that BOOM closes the Account and the Client fails to respond to communications from BOOM and cheques and other assets delivered to the Client are returned to sender, BOOM may appoint a trustee, including any of its affiliates, and deposit funds or other assets of the Client with the trustee on the basis that (i) the Client shall bear all the expenses of the trustee, (ii) the trustee may liquidate other assets, in whole or in

- (a) 透過互聯網以電子方式收發通訊本身就是個不可靠的媒介，可能因不可預見的網絡擠塞及媒介的公共性質而產生干擾、傳輸切斷、延誤傳送或傳送數據不正確；及

- (b) 以電子通訊方式收發個人資料可能並不安全，未獲授權的第三者或可取用該等個人資料。

18.2. 交付通訊

所有通訊：(i) 如以專人遞送至最後獲通知的地址，即視為於遞送時收妥，(ii) 如郵寄至最後獲通知的地址，即視為於郵寄後兩(2)個營業日內收妥，或(iii) 如以傳真或電子方式發送至最後所知傳真號碼或電郵地址，即視為於發送時收妥。就此而言：

- (a) BOOM 的「最後獲通知地址」及「最後所知傳真號碼或電郵地址」是於遞送、郵寄或發送時在其網站所示者；及
- (b) 客戶的「最後獲通知地址」及「最後所知傳真號碼或電郵地址」是其帳戶申請表上所示或以書面通知 BOOM 者。

19. 網絡保安

客戶須採取一切合理措施，以確保 (i) 為收取 BOOM 發出的通訊而在帳戶申請表中指明或客戶另行以書面通知 BOOM 的電郵帳戶的安全，及 (ii) 在網上交易平台其實時時段的安全。在不局限於前述條文下，客戶：

- (a) 不得在公眾電腦上登入此電郵帳戶或網上交易平台；
- (b) 須在每次登入此電郵帳戶或網上交易平台的時段終結後，立即登出電郵帳戶或網上交易平台(視屬何種情況而定)，如在該時段使用瀏覽器，須刪除瀏覽器的全部暫時檔案及快取記憶；
- (c) 須使用字母、數字、符號及大小楷字母等組合，確保其電郵帳戶及網上交易平台的登入密碼充分穩健；及
- (d) 須在用以登入電郵帳戶或網上交易平台的電腦上使用防毒軟件。

倘客戶的電郵帳戶被侵載或以其他方式受到侵害，BOOM 無須對客戶因此而招致的損失負責。

20. 保密

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

21. 終止

21.1. 結束帳戶

客戶可隨時以書面通知 BOOM 結束帳戶，但客戶須已履行其在本協議項下的全部責任。BOOM 可：(i) 在給予客戶書面通知十(10)日後，於任何時候及以任何理由結束帳戶，或(ii) 在發生違約事件後，無須給予客戶通知而立即結束帳戶。在不損害前述的情況下，終止帳戶將不會影響任何一方在該項終止之時所涉及的未平倉合約所產生的權利或責任，包括保證金，直至所有該等合約已平倉或有關的交付已完成及所有該等責任已全部解除。倘在帳戶結束時，帳戶內仍有結存的資金或其他資產，BOOM 可全權及絕對酌情決定：

- (a) 將上述任何非現金資產以客戶的名義登記，屆時該等非現金資產不再屬帳戶的一部分，其風險及費用須由客戶承擔；
- (b) 以 BOOM 全權及絕對酌情決定認為合理的條款將該等非現金資產變現；及
- (c) 按帳戶內的結存資金金額向客戶交付支票，屆時該等資金不再屬帳戶的一部分，其風險須由客戶承擔。

因帳戶結束而引起的任何交付均須視為適用第 18 條的通訊。

帳戶結束並不損害本協議第 7、11、14 至 20、21.2 及 22 至 24 條，該等條文在本協議終止後繼續有效。在帳戶結束後，客戶不再是 BOOM 的客戶，BOOM 對客戶並沒有任何職責，惟在終止後繼續有效的任何條文中所列者除外。

21.2. 待領資產

倘 BOOM 結束帳戶，客戶沒有回應 BOOM 發出的通訊，及送交客戶的支票及其他資產的所有文件均退回寄件人，則 BOOM 可委任一名受託人，包括其任何聯繫公司，在下列基礎上將客戶的資金或其他資產寄存於受託人：(i) 客戶須承擔受託人的所有開

part, as may be necessary and on such terms and conditions which the trustee may in its sole and absolute discretion determine to be reasonable, in satisfaction of such expenses, and (iii) the trustee shall have no liability to the Client for any loss the Client may incur, including loss arising from the negligence of the trustee, save as a result of fraud.

22. PERSONAL REPRESENTATIVES

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

23. LAW AND JURISDICTION

23.1. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

23.2. Arbitration

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

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

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

24. GENERAL

24.1. Amendment

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

24.2. Assignment

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

24.3. No Waiver

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

24.4. Severability

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

24.5. Language

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

25. RIGHTS OF THIRD PARTIES

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

支, (ii) 受託人可按其全權酌情決定屬合理的條款及條件, 將其他資產全部或部分變現, 以償付該等開支, 及 (iii) 對於客戶招致的任何損失, 包括因受託人疏忽而引起的損失 (因欺詐者除外), 受託人無須就此對客戶負責。

22. 個人代表

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

23. 法律及司法管轄權

23.1. 管轄法律及地區

本協議須受中華人民共和國香港特別行政區 (「香港」) 的法律管轄, 並須按照該法律解釋。客戶不可撤銷地服從香港法院的專屬司法管轄權。

23.2. 仲裁

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

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

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

24. 一般條文

24.1. 修訂

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

24.2. 轉讓

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

24.3. 不放棄權利

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

24.4. 可分割性

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

24.5. 語文

倘本協議的中、英文版本之間有不一致之處, 概以英文本為準。

25. 第三者權利

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

26. RISK DISCLOSURES

26.1. Risk of Trading Futures and Options

- (a) **Substantial Risk of Loss** – The risk of loss in trading Futures Contracts or Options Contracts is substantial. In some circumstances, the Client may sustain losses in excess of the Client's initial margin funds. Placing contingent orders, such as "stop loss" or "stop limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such order. There is a possibility that any stop-loss may be cancelled by a futures exchange due to various reasons including where orders are "out of price limits" during a fluctuating market.

The Client should closely monitor the orders as BOOM may be unable to contact the Client in the event of cancellation. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's Account.

The Client should therefore study and understand Futures Contracts and Options Contracts before trading and carefully consider whether such trading is suitable in the light of the Client's own financial position and investment objectives. If the Client trade Options Contracts, Client should inform oneself of exercise and expiration procedures and rights and obligations upon exercise or expiry.

- (b) **Terms and Conditions of Contracts** – The Client should ask BOOM about the terms and conditions of the specific Futures Contracts or Options Contracts which the Client is trading and associated obligations (e.g. the circumstances under which the Client may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise).

Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

- (c) **Suspension or Restriction of Trading and Pricing Relationships** – Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold Options Contracts, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the Futures Contract, and the underlying interest and the Options Contract may not exist. This can occur when, for example, the futures contract underlying the Options Contract is subject to price limits while the Options Contract is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

- (d) **Deposited Cash and Property** – The Client should familiarize oneself with the protections given to money or other property the Client deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy.

The extent to which the Client may recover the Client's money or property may be governed by specific legislation or local rules.

In some jurisdictions, property which had been specifically identifiable as the Client's own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

- (e) **Commission and Other Charges** – Before the Client begins to trade, the Client should obtain a clear explanation of all commission, fees and other charges for which the Client will be liable. These charges will affect the Client's net profit (if any) or increase the Client's loss.
- (f) **Transactions In Other Jurisdictions** – Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection.

Before the Client trades the Client should enquire about any rules relevant to the Client's particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's transactions have been effected.

The Client should ask BOOM for details about the types of redress available in both the Client's home jurisdiction and other relevant jurisdictions before the Client starts to trade.

- (g) **Currency Risks** – The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Client's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- (h) **Trading Facilities** – Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: the Client should ask BOOM for details in this respect.

26. 風險披露

26.1. 期貨及期權交易的風險

- (a) **虧損風險可以極大** – 買賣期貨合約或期權合約的虧損風險可以極大。在若干情況下，客戶所蒙受的虧損可能會超過最初存入的保證金數額，即使客戶設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。此等「止蝕」交易指示或會被交易所因不同原因而取消，包括：於市場波動時，該止蝕價位偏離了當日的價格上下限。

客戶應密切留意所設定的指示，該指示可能在 BOOM 無法及時與客戶聯絡的情況下被取消。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對其帳戶內任何因此而出現的虧損數額負責。

因此，客戶在買賣前應研究及理解期貨合約及期權合約，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合。如果客戶買賣期權合約，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

- (b) **合約的條款及細則** – 客戶應向 BOOM 查詢所買賣的有關期貨合約或期權合約的條款及細則，以及有關責任（例如在什麼情況下客戶或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制）。

交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關資產的變化。

- (c) **暫停或限制交易及價格關係** – 市場情況（例如市場流通量不足）及／或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損的風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果客戶賣出期權合約後遇到這種情況，客戶須承受的虧損風險可能增加。

此外，相關資產與期貨合約之間以及相關資產與期權合約之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權合約本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂「公平價格」。

- (d) **存放的現金及財產** – 如果客戶為在本地或海外進行的交易存放款項或其他財產，客戶應瞭解清楚該等款項或財產獲得那些保障，特別是在有關商號破產或無力償債時的保障。

至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。

在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於客戶的財產將會如現金般按比例分配予客戶。

- (e) **佣金及其他收費** – 在開始交易之前，客戶先要清楚瞭解客戶必須繳付的所有佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。
- (f) **在其他司法管轄區進行交易** – 在其他司法管轄區的市場（包括與本地有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規則，投資者享有的保障程度可能有所不同，甚或有所下降。

在進行交易前，客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。

有鑑於此，在進行交易之前，客戶應先向 BOOM 查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供那種補救措施及有關詳情。

- (g) **貨幣風險** – 以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在客戶本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。
- (h) **交易設施** – 電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向 BOOM 查詢這方面的詳情。

- (i) Off-exchange Transactions – In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transaction. BOOM may be acting as the Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes such transaction, the Client should familiarize oneself with applicable rules and attendant risks.

- (j) Risk of Using the Electronic Services Under the On-line Trading Agreement – If the Client undertakes Commodity Futures transactions via Electronic Services, the Client will be exposed to risks associated with the Electronic Services system including the failure of hardware and software, and the result of any system failure may be that the Client's order is either not executed according to the Client's Instructions or is not executed at all;

Due to unpredictable traffic congestion and other reasons, Electronic Services may not be reliable and transactions conducted via Electronic Services may be subject to delays in transmission and receipt of the Client's Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the time the Client's Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Customers as a result of such interruptions or delays or access by third parties. The Client should not place any Instruction with us via Electronic Services if the Client is not prepared to accept the risk of such interruptions or delays; and

Market data and other information made available to the Customer through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data of information.

26.2. Additional Risk Disclosure for Futures and Options Trading

This risk disclosures statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the contracts (and contractual relationships) into which the Client is entering and the extent of the Client's exposure to the risk.

Trading in futures and options is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for the Client in light of the Client's experience, objectives, financial resources and other relevant circumstances.

26.3. Specific Risk of Trading Futures

- (a) Effect of "Leverage" or "Gearing" – Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the Futures Contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit: this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with BOOM to maintain the Client's position.

If the market moves against the Client's position or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's position. If the Client fails to comply with a request for additional funds within the time prescribed, the Client's position may be liquidated at a loss and the Client will be liable for any resulting deficit.

The Client should closely monitor the Client's positions, as in some market conditions BOOM may be unable to contact the Client or provide the Client with sufficient time to make the required deposits, and forced liquidation may be necessary.

- (b) Risk-reducing Orders or Strategies – The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

26.4. Specific Risk of Trading Options

- (a) Variable Degree of Risk – Transactions in options carry a high degree of risk. Purchasers and sellers of Options Contracts should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for the Client's position to become profitable, taking into account the premium and all transaction costs.

The purchaser of Options Contract may offset or exercise the options or allow the options to expire. The exercise of an Options Contract results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see clause 26.3 above). If the purchased options expire worthless, the Client will suffer a total loss of investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, the Client should be aware that the chance of such options becoming profitable ordinarily is remote.

- (i) 場外交易 – 在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。BOOM 可能是客戶所進行買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。

此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，客戶在進行該等交易前，應先瞭解適用的規則及有關的風險。

- (j) 使用網上交易協議下之電子服務的風險 – 如果客戶透過某個電子交易系統進行商品期貨買賣，便須承受該系統帶來的風險，包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行，甚或完全不獲執行；

因無法預計的擠塞和其他原因，電子服務可能並不可靠的，通過電子服務進行的交易在傳輸和接收客戶的指示或其他資訊過程中可能會被耽誤、延遲執行並有別於客戶發出指示時的市價執行。在傳輸時被中斷或停頓的風險。在通訊過程中也存在誤解或錯誤的風險，指示在發出過後，不一定可以被取消。此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，BOOM 概不承擔責任。如果客戶不準備接受此類中斷或耽誤引致的風險，客戶不應透過電子服務來作出任何指示；及

電子服務中所提供的市場數據和其他資訊可能是 BOOM 從第三者中獲得。雖然 BOOM 相信這些數據和資訊是可靠的，但 BOOM 或該等第三者都不會保證這些數據和資訊的準確性、完整性和即時性。

26.2. 關於期貨及期權買賣的額外風險披露

本風險披露聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，客戶在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和客戶就此須承擔的風險程度。

期貨及期權買賣對很多公眾投資者都並不適合，客戶應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

26.3. 買賣期貨的特定風險

- (a) 「槓桿」效應 – 期貨交易的風險非常高。由於期貨合約的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而向 BOOM 存入的額外金額。

若果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧損情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。

客戶應密切留意帳戶狀況，在市場波動下，BOOM 未必能聯絡客戶或提供足夠時間予客戶存錢，而客戶的持倉將有可能被強制平倉。

- (b) 減低風險交易指示或投資策略 – 即使客戶採用某些旨在預設虧損限額的交易指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

26.4. 買賣期權的特定風險

- (a) 不同風險程度 – 期權交易的風險非常高。投資者不論是購入或出售期權合約，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權合約的投資者可選擇抵銷或行使期權或任由期權到期。如果期權合約持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文第 26.3 條）。如所購入的期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的期權金及交易費用。假如客戶擬購入極價外期權，客戶應注意可以從這類期權獲利的機會極微。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see clause 26.3 above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

26.5. Risk relating to Commodity Futures denominated in Renminbi (RMB)

RMB Commodity Futures are subject to exchange rate fluctuations that may provide both opportunities and risks. The fluctuation in the exchange rate of RMB may result in losses in the event that the Client converts RMB into Hong Kong dollars ("HKD") or other foreign currencies. RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. The Client should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit. Any RMB conversation in relation to a RMB Commodity Futures transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the HKFE at any time as stipulated by the HKFE on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by the Company as a principal according to the prevailing exchange rate.

RMB Commodity Futures will be traded and settled in RMB. If the Client provide a settlement sum in a currency other than RMB, the Company will convert the settlement sum to RMB at the exchange rate determined by the Company as a principal according to the prevailing exchange rate. The Client should open RMB bank accounts for money settlement purpose if the Client wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.

All trading related fees (including stamp duty, SFC transaction levy and exchange trading fees) shall be payable to Inland Revenue Department, SFC and Exchange, as the case may be, by the Company on behalf of the Customer in HKD. Of the settlement sum in RMB, the Company shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of the Company instead of the Client. The Client shall not have any rights to claim any gain arising from such currency conversion.

26.6. Disclaimer delivered pursuant to the relevant provisions of the regulations for trading Futures Contract and Options Contracts on indices

- (a) **HKFE Indices** – Stock indices and other proprietary products upon which Contracts traded on HKFE may be based may from time to time be developed by the HKFE. Such indices may from time to time be published, compiled and computed by HKFE (the "**HKFE Indices**"), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to HKFE.

The process and basis of compilation and computation of the any of the HKFE Indices and any of the related formula or formulae and factors may at any time be changed or altered by the HKFE without notice.

- (b) **Hang Seng Indexes** – Stock indices that are currently published, compiled and computed by Hang Seng Indexes Company Limited ("**HSIL**") and such additional stock indices may from time to time be published, compiled and computed by HSIL at the request of Hang Seng Data Services Limited ("**HSDS**") (collectively, the "**Hang Seng Indexes**"), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to HSDS.

HSIL has granted to the HKFE by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of Contracts based on any of the Hang Seng Indexes respectively.

The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice.

- (c) In addition, the HKFE may at any time require that trading in and settlement of such of the Contracts based on any of the HKFE Indices or the Hang Seng Indexes as the HKFE may designate be conducted by reference to an alternative index or alternative indexes to be calculated.
- (d) Neither the HKFE nor HSDS nor HSIL warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the HKFE Indices and/or the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the HKFE Indices and/or the Hang Seng Indexes or any of them is given or may be implied.
- (e) Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSIL in respect of the use of the HKFE Indices or the Hang Seng Indexes or any of them for the purposes of and in connection with the Contracts or any of them and/or

出售（「沽出」或「賣出」）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定期額權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶相關的保證金責任（參閱上文第 26.3 條）。若期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」，則所承受的風險或會減少。假如有關期權並無任何「備兌」安排，虧損風險可以是無限大。

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

26.5. 人民幣計價商品期貨的風險

人民幣商品期貨受匯率波動影響，而匯率波動可能產生機會或風險。將人民幣兌換為港幣或其他外幣時，客戶有可能受人民幣匯率波動的影響而招致損失。人民幣並非完全自由兌換的貨幣，通過銀行進行人民幣兌換亦受每日限額限制及不時適用的其他限制。客戶應該留意不時適用的有關兌換的限制及其變動。如閣下需兌換超過每日限額的人民幣金額，須預留時間以備兌換。結單及成交單據所示任何與人民幣商品期貨交易有關的人民幣兌換率為交易所在有關交易日於交易所不時規定的時間就該貨幣所提供的現行匯率。但是，實際的人民幣兌換交收 或者其他兌換將由 BOOM 以主事人的身份按市場當時通行匯率而決定之匯率進行。

人民幣商品期貨將以人民幣交易及交收。如閣下提供用於交收之款項為人民幣以外之貨幣，BOOM 將以主事人的身份按市場當時通行的匯率以 BOOM 決定之匯率將交收之款額兌換為人民幣。閣下如希望透過銀行收取人民幣款項（例如售賣收益及股息），應開立人民幣戶口以作交收之用。

所有交易相關費用（包括印花稅，證監會交易費及交易所交易費）均由 BOOM 代表閣下以港幣支付予稅務局、證監會及交易所（視情況而定）。在人民幣交收款額中，BOOM 會將相當於交易相關費用的款額兌換成港元以作交收之用。就交易相關費用的外匯兌換所產生的任何收益或虧損應由 BOOM（而非客戶）負責。閣下無權就上述貨幣兌換產生的任何收益作出任何索償。

26.6. 按指數進行期貨合約及期權合約買賣的規則所有關係款而作出的免責聲明

- (a) **期交所指數** – 期交所可不時開發在期交所買賣的合約所根據的股票指數或其他專有產品。該等由期交所可能不時公布、編纂及計算的股票指數（「**期交所指數**」），其各自之商標、名稱及編纂及計算程序均屬期交所獨家及全權擁有。

期交所所有權隨時及無須作出通知更改及修改編纂及計算任何期交所指數的程序及依據及任何有關的程式及因素。

- (b) **恒生股票指數** – 恒生指數有限公司（「**HSIL**」）現時公布、編纂及計算一系列的股票指數及可能不時應恒生資訊服務有限公司（「**HSDS**」）公布、編纂及計算其他股票指數（統稱「**恒生股票指數**」），其各自之商標、名稱及編纂及計算程序均屬 HSDS 獨家及全權擁有。

HSIL 經已許可期交所使用恒生股票指數作推出、推廣及買賣以任何恒生股票指數為根據的合約及有關用途但不能用作其他用途。

HSIL 有權隨時及無須作出通知更改及修改編纂及計算任何恒生股票指數的程序及依據及任何有關的程式、成份股及因素。

- (c) 期交所亦有權隨時要求根據任何期交所指數或恒生股票指數作買賣的合約以一隻或多隻替代指數交易及結算。
- (d) 期交所、HSDS 及 HSIL 均未向任何交易所參與者或任何第三者保證、表示或擔保所有或任何期交所指數及 / 或恒生股票指數、其編纂及計算或任何有關資料的準確性及完整性，亦未有就所有或任何期交所指數及 / 或恒生股票指數作出任何其他性質的保證、表示或擔保，任何人士亦不能暗示或視該等保證、表示或擔保已獲作出。
- (e) 此外，期交所、HSDS 及 HSIL 均不會及無須就使用所有或任何期交所指數或恒生股票指數作有關所有或任何合約的交易或其他用途、或期交所或其委任去編制及計算任何期交所

dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the HKFE Indices in the compilation and computation of the HKFE Indices or of the HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Contracts or any of them.

- (f) No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSIL in connection with or arising out of matters referred to in this disclaimer.
- (g) Any Exchange Participant or any third party deals in the Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSIL and/or HSIL.

For the avoidance of doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any Exchange Participant or third party and HSIL and/or HSIL and must not be construed to have created such relationship.

26.7. Risk of Client Assets Received or Held Outside Hong Kong

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

26.8. Risks of Email and Facsimile Instructions

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

26.9. Risk of Internet Trading

Due to unpredictable traffic on the Internet, the public nature of the Internet, the activities of hackers and other reasons beyond the control of BOOM, there is a risk that communications over the Internet may be interrupted, delayed or accessed by unauthorized parties.

指數的任何其他人士編纂及計算所有或任何期交所指數時出現的或 HSIL 編纂及計算所有或任何恒生股票指數時出現的任何錯漏、錯誤、阻延、中斷、暫停、改變或失敗（包括但不限於因疏忽引致的）、或交易所參與者或任何第三者可能因合約的交易直接或間接引致的任何經濟或其他損失負責。

- (f) 任何交易所參與者或第三者均不能就本聲明內所指的任何事項引起或有關的問題向期交所及 / 或 HSIL 及 / 或 HSIL 提出任何要求、訴訟或法律程序。
- (g) 任何交易所參與者或第三者作出合約交易時均完全明瞭本聲明並不能對期交所、HSIL 及 / 或 HSIL 有任何依賴。

為免生疑問，本免責聲明並不會於任何交易所參與者或第三者與 HSIL 及 / 或 HSIL 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

26.7. 在香港以外地方收取或持有客戶資產的風險

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

26.8. 電郵及傳真指示的風險

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

26.9. 互聯網上買賣的風險

由於互聯網上的通信量不可靠、互聯網屬公共性質、駭客的活動及其他 BOOM 不能控制的原因，互聯網上的通訊有中斷、延誤或被未經授權人士存取取取的風險。

SCHEDULE 1: PERSONAL DATA PRIVACY SUPPLEMENT

This supplement forms part of the Agreement and sets out the terms and conditions upon which BOOM collects and uses personal data of the Client where the Client is a natural person.

- Collection** - From time to time, it is necessary for the Client to supply BOOM with personal data in connection with matters including, but not limited to, the opening of the Account, the provision of services to the Client and compliance with laws and regulations applicable to BOOM or to its activities. The kinds of personal data that may be collected includes, but is not limited to, the Client's name, address, occupation, contact details, date of birth, nationality, tax residency, identity card or passport details, financial status, tax identification number, Account activities and transaction information (including without limitation, Account number, Account balance / value, gross receipts, withdrawals and payments from and into the Account). Failure to supply such personal data may result in BOOM being unable to open the Account, to continue to provide services to the Client or to comply with such laws. Personal data may also be collected from the Client in the ordinary course of the Client's relationship with BOOM including, but not limited to, when the Client opens the Account, transfers funds, gives Instructions, effects transactions, participates in online activities, or communicates verbally or in writing with BOOM.
- Purpose and Use** - The purposes for which personal data may be used will vary depending on the nature of the Client's relationship with BOOM. BOOM intends to use the Client's personal data for all or any of the following purposes
 - the processing of an application for the opening of an Account with BOOM including confirming and verifying the Client's identity and any other information supplied to BOOM by the Client;
 - the daily operation of the Account and the provision of services to the Client;
 - meeting the disclosure and compliance requirements under laws and regulations applicable to BOOM or its activities or the assets held by or on behalf BOOM or the internal compliance policies or procedures of BOOM;
 - promoting and direct marketing of the BOOM's services;
 - aggregating data related to trading activities of the Client and other persons to whom it provides services to produce macro summaries of trading trends for publication in BOOM's communications including on its website; and
 - any other purpose directly related to any of the above.

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

附件一：個人資料私隱附件

本附件構成協議的一部分，列明在客戶屬自然人的情況下，BOOM 收集及使用客戶個人資料的條款及條件：

- 收集** - 客戶不時需就各種事項向 BOOM 提供其個人資料，包括但不僅限於開設帳戶、向客戶提供服務、遵從對 BOOM 或其活動適用的法律及規例。可收集的個人資料種類包括但不僅限於客戶的名稱、地址、職業、聯絡資料、出生日期、國籍、稅務居民身分、身份證或護照資料、財務狀況、納稅人識別號碼、帳戶活動及交易信息（包括但不限於帳戶號碼、帳戶餘額 / 價值、總收入、提取和帳戶往來付款）。客戶未能提供此等個人資料可導致 BOOM 不能開設帳戶、不能繼續向客戶提供服務或不能遵從有關的法律。個人資料也可在日常處理客戶與 BOOM 的關係時收集，包括但不僅限於在客戶開設帳戶、調撥資金、作出指示、執行交易、參與網上活動或以口頭或書面與 BOOM 通訊時。
- 目的及用途** - 個人資料的用途會視乎客戶與 BOOM 的關係的性質而有所不同。BOOM 擬使用客戶的個人資料作以下所有或以下任何用途：
 - 在 BOOM 辦理開設帳戶的申請，包括確認及核對客戶的身分及客戶提供予 BOOM 的任何其他資料；
 - 帳戶的日常運作，以及向客戶提供服務；
 - 符合對 BOOM 或其活動或 BOOM 或其代表持有的資產適用的法律及規例之下的披露及合規規定或 BOOM 的內部合規政策或程序；
 - 推廣及直銷 BOOM 的服務；
 - 將客戶及 BOOM 服務的其他人士的買賣活動的有關數據綜合，製成買賣趨勢的宏觀摘要，以供在 BOOM 的通訊包括 BOOM 的網站發佈；及
 - 直接與上述任何各項有關的任何其他用途。

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

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

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

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

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

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

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

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

- (i) BOOM 的聯繫公司，包括 BOOM 的最終控股公司、其附屬公司、代表辦事處及聯屬公司；
- (ii) BOOM 的服務提供者及代理人；
- (iii) 就 BOOM 的業務向 BOOM 提供行政、研究、設計、推行、數碼或電訊、交易、結算及交收或其他服務的代理人、承包商或第三方服務提供者；
- (iv) BOOM 的僱員、高級人員及董事；
- (v) 根據對 BOOM 或其活動或 BOOM 或其代表所持有的資產適用的法律及規例，或回應規管要求而有權取得該等資料的任何人士（包括但不僅限於任何稅務機構、政府或監管機關或具有司法管轄權的法院）；
- (vi) 可能獲 BOOM 售予業務的人士；及
- (vii) BOOM 的外聘服務提供者（包括但不僅限於印刷所、郵遞公司、數碼或電訊公司、數碼處理公司、儲存公司及資訊科技公司）。

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

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

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

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