



## CASH CLIENT'S AGREEMENT (CORPORATE) 現金客戶協議書 (公司)

To: Lighthouse Capital (HK) Financial Limited  
Units 1801-2, 18/F, Hollywood Centre,  
233 Hollywood Road, Sheung Wan, Hong Kong  
SFC CE No.: BHX373

致: 光源資本(香港)金融有限公司  
香港上環荷李活道 233 號荷李活商業中心 18 樓 1801-2 室  
中央編號: BHX373

In consideration of your opening and maintaining at my/our request one or more cash securities trading account(s) ("the Account") for me/us and your agreeing to act as my/our agent or broker for the execution of orders for the purchase or sale of securities of every type and description, I/we the undersigned of

(Client's Name 客戶姓名)

(Client's Address 客戶地址)

hereby agree to effect Transactions as hereinafter defined subject to the following terms and conditions of this Cash Client's Agreement ("the Agreement"):

鑒於貴公司諮詢本人(等)要求開立及持續運作一個現金證券買賣賬戶("賬戶")給本人(等), (以下簽署人); 又鑒於貴公司同意作為本人(等)的代理或經紀, 執行各式及各類證券買賣指示("交易")見下文釋義, 本人(等)茲同意根據下列條件進行交易:-

### 1. The Account 賬戶

- 1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will undertake to inform you of any material changes to that information. You are authorized to conduct credit enquiries on me/us to verify the information provided.  
本人(等)確認「開戶資料」表格所載資料均屬完整及正確。倘該等資料有任何重要變更, 本人(等)將會通知貴公司。本人(等)特此授權貴公司對本人(等)的財政信用進行查詢, 以核實上述表格所載資料。
- 1.2 You will keep information relating to my/our Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited ("Exchange"), Hong Kong Securities Clearing Company Limited ("the Clearing House") and Securities and Futures Commission ("SFC") to comply with their requirements or requests for information.  
貴公司將會對本人(等)賬戶的有關資料予以保密, 但貴公司可以根據香港聯合交易所有限公司("聯交所"), 香港中央結算有限公司("中央結算")及證券及期貨事務監察委員會("證監會")的規定或應其要求, 將該等資料提供予聯交所, 中央結算及證監會。

### 2. Laws and rules 法例及規則

All transactions in securities which you affect on my/our instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes the rules of SFC, the Exchange and the Clearing House. All actions taken by you in accordance with such laws, rules and directions shall be legally binding on me/us.

貴公司按本人(等)的指示而進行的一切證券交易("交易"), 須根據適用於貴公司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。貴公司根據該等法例、規則及指示而採取的所有行動均對本人(等)具有法律約束力。

### 3. Transaction 交易

- 3.1 You will act as my/our agent in effecting Transaction unless you indicate in the statement or confirmation relevant to such Transaction that you are acting as principal.  
除貴公司(在結單或其他確認單據內)註明以自己本身名義進行交易外, 貴公司將以本人(等)的代理人身份進行交易。
- 3.2 I/We agree that I/we will only place sale order with you in respect of securities, which I/we presently own.  
本人(等)同意祇會就本人(等)當時實有的證券向貴公司發出沽售指令。
- 3.3 On all Transaction, I/we will pay your fee, commissions, charges and disbursements incurred by you, as notified to me/us, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. You may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account.  
本人(等)會就所有交易支付貴公司通知本人(等)的佣金和所有收費, 繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費, 並繳納所有有關的印花稅。貴公司可以從賬戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。
- 3.4 Unless otherwise agreed, in respect of each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will: 就每一宗交易, 除另有協議外或除非貴公司已代表本人(等)持有現金或證券以供交易交收之用, 否則本人(等)將會在貴公司就該項交易通知本人(等)的期限之前,
  - pay you cleared funds or deliver to you securities in deliverable form, or 向貴公司交付可即時動用的資金或可以交付的證券, 或
  - otherwise ensure that you have received such funds or securities. 以其他方式確保 貴公司收到此等資金或證券。
  - by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, you may 倘本人(等)未能這樣做, 貴公司可以
  - in the case of a purchase Transaction, sell the purchased securities; and 如屬買入交易, 出售買入的證券; 及
  - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction. 如屬賣出交易, 借入及/或買入證券以進行交易的交收。
- 3.5 I/we will be responsible to you for any losses and expenses resulting from my/our settlement failures.  
本人(等)將會負擔貴公司因本人(等)未能進行交收而引起的任何損失及開支。
- 3.6 I/we agree to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.  
本人(等)同意就所有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息), 按貴公司不時通知本人(等)的利率及其他條款支付利息。
- 3.7 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.  
就買入交易而言, 倘賣方經紀未能於交收日內交付證券, 導致貴公司須買入證券進行交收, 本人(等)毋須為買入該等證券的費用向閣下負責。

### 4. Order and Order Recording 買賣指示及電話記錄買賣指示

- 4.1 You may accept instructions from me/us for order of Transaction by telephone or in writing sent by facsimile or by post. You may also accept instructions in your prescribed order form signed by me/us in your presence. In all cases, you shall time-stamp such instructions in the order as they are received.  
貴公司可接納本人(等)用電話、圖文傳真或郵遞方式發出之書面指示買賣證券。貴公司亦可接納本人(等)親臨貴公司辦公室填寫 貴公司的買賣證券指示表格。全部的指示，貴公司將以其次序前後蓋上時間印章。
- 4.2 I/we declare that you shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of my/our instructions by facsimile unless there is fraud or willful default on your part.  
本人(等)聲明，除非貴公司欺詐或蓄意失責，否則貴公司無須因延遲執行，或本人(等)透過圖文傳真方式發出的指示在傳送出現誤差、干擾、出錯、延遲或未能傳達而負責。
- 4.3 In the event of receipt of conflicting instructions you may refuse to act on any of the instructions until you have received unequivocal instructions.  
倘若貴公司收到互相抵觸的指示時，貴公司可拒絕執行任何此等指示，直至接到明確的指示為止。
- 4.4 You may, in your absolute discretion, refuse to accept instructions without giving any reason therefore but shall not in any circumstance whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by me/us arising out of such refusal.  
貴公司有絕對酌情權決定拒絕本人(等)的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致本人(等)失去的盈利、損失、經濟責任、支出或費用作出負責。
- 4.5 You may record telephone conversation in connection with receiving orders and instructions through your telephone recording system. I/we acknowledge that such records are your sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.  
本人(等)同意貴公司可由貴公司的電話錄音系統記錄電話交談中有關買賣指示。本人(等)承認該記錄由貴公司擁有，並接受如有糾紛時，此錄音為最後及最終之買賣指示/授權證據。
- 4.6 Where a discrepancy occurs between instructions given by telephone or facsimile and any other means, including any subsequent written confirmation, your record of the telephone instruction or facsimile instructions shall prevail.  
凡經電話或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以貴公司的電話錄音或收到的圖文傳真指示記錄為準。
- 5. Client Identity/Ultimate Beneficiary 客戶身份/最終受益人**
- 5.1 Subject to the provisions herein, I/we shall, in respect of transaction in which I/we are not acting as principal, immediately upon demand by you inform SFC and/or the Exchange of the identity, address and contact details of:  
在符合本協議書中條文的規定下，凡有關本人(等)並非以主事人或最終受益人之身份進行的交易，本人(等)將應貴公司的要求即時向證監會及/或聯交所提供受益人下列資料：
- (i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and  
最終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情；及
  - (ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk,  
會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情，
- And, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account.  
並且，如實體者是投資基金或賬戶，則提供該投資基金或賬戶的經理人資料。
- 5.2 I/We hereby declare that if I/we are not the true owner/ultimate beneficiary or originator of instructions of the Account, I/we will complete the details as attached to the "Account Opening Form".  
本人(等)茲聲明如本人(等)非是賬戶的主事人或最終受益人，本人(等)須填寫「開戶表格」中的有關資料。
- 6. Safekeeping of Securities 證券的保管**
- 6.1 Any securities, which are held by, you or your associated entity for safekeeping may, at your discretion:-  
寄存貴公司或貴公司的有聯繫實體妥為保管的任何證券，貴公司可以酌情決定：-
- (i) be deposited in safe custody in a segregated account which is designated as a trust account or client account established and maintained in Hong Kong by you or your associated entity with the Clearing House, an authorized financial institution, a custodian approved by the SFC or another intermediaries licensed for dealing in securities; or  
存放於貴公司或貴公司的有聯繫實體在中央結算、認可財務機構、獲香港證券及期貨事務監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立的獨立賬戶作穩妥保管，而該賬戶是指定為信託賬戶或客戶賬戶並由貴公司或貴公司的有聯繫實體為持有貴公司的證券目的而在香港開立及維持的；或
  - (ii) in the case of registrable securities, be registered in my/our name or in the name of you or your associated entity.  
如屬認可註冊證券以本人(等)的名稱或以貴公司或貴公司的有聯繫實體名稱登記。
- 6.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.  
倘證券未以本人(等)的名義登記，貴公司於收到該等證券所獲派的任何股息或其他利益時，須按本人(等)與貴公司的協議存記入本人(等)的賬戶或支付予或轉賬予本人(等)。倘該等證券屬於貴公司代客戶持有較大數量的同一證券的一部份，本人(等)有權按本人(等)所佔的比例獲得該等證券的利益。
- 6.3 You do not have my/our written authority under section 148 of the Securities and Futures Ordinance to:-  
本人(等)並無根據【證券及期貨條例】第 148 條以書面授權貴公司:-
- (i) deposit any of my/our securities with an authorized financial institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system;  
將本人(等)的任何證券存放在認可財務機構，作為貴公司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行貴公司在結算系統下之責任的抵押品；
  - (ii) borrow or lend any of my/our securities; and/or  
借貸本人(等)的任何證券；及/或
  - (iii) otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.  
基於任何目的以其他方式放棄本人(等)的任何證券之持有權(交由本人(等)持有或按本人(等)的指示放棄持有權除外)。
- 6.4 You are not bound to deliver securities belonging to me/us bearing serial numbers identical with those transferred to me/us so long as the securities delivered are of the same class, nominal amount and rank pari passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.  
貴公司交回本人(等)的證券，其編號不須與轉讓予本人(等)的證券編號相符，只要該等證券是同類型，而市值相等及其權益與原本轉讓予本人(等)的證券相同，當然除了受其間資本重組另有規定外。
- 7. Monies in the Account 賬戶中的款項**
- 7.1 Any cash which are received or held by you on my/our behalf, other than cash received by you in respect of Transaction and which is on-paid for settlement purpose or payable to me/us, shall be credited to one or more segregated accounts, each of which shall be designated as a trust account or client account, established and maintained in Hong Kong with an authorized financial institution or any other person approved by the SFC. Subject to mutual agreement between the parties hereto,

no interest is payable.

由貴公司代本人(等)在香港收取或持有的現金,除了貴公司收取本人(等)的現金作為交易的交收之用或轉付予本人(等)之外,須存入在認可財務機構或監察委員會批准的任何其他人士處所開立的一個或多於一個的獨立賬戶內,而每個該等賬戶均須指定為信託賬戶或客戶賬戶並在香港開立及維持。除非雙方另有共同協議外,無須支付此賬戶內產生的利息款項。

**7.2 Payment to the Account shall constitute payment to me/us for all purposes.**

貴公司支付入賬戶的款項得作為達到對本人(等)款項支付的目的。

**8. Set-off and lien 抵銷及留置權**

In addition and without prejudice to any general lien, rights of set-off or other similar rights to which you may be entitled under laws or the Agreement, all securities, receivables, monies and other property of me/us (held by me/us either individually or jointly with others) held by or in the possession of you at any time shall be subject to a general lien in your favour as continuing security to offset and discharge all of my/our obligations, arising from the Transaction and/or my/our obligations in the Agreement.

在不損害貴公司依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下,對於本人(等)交由 貴公司代管或在貴公司內存放之所有證券、應收賬、款項及其他財產(不論是本人(等)個人或與其他人士聯名所有)權益,貴公司均享有一般留置權,作為持續的抵押,用以抵銷及履行本人(等)因進行證券買賣而對貴公司負上的所有責任。

**9. Miscellaneous 一般規定**

**9.1 All securities held for my/our Account shall be subject to a general right of disposal in your favour, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us. You may at any time, without prior notice to me/us, apply any credit balances (including amount payable to me/us arising from sale of securities) in any currencies to which I/we am/are at any time beneficially entitled on any accounts opened with you to set-off against any liabilities owed to you (including amount payable to you arising from the purchase of securities).**

所有本人(等)戶口內的證券均受制於貴公司的全面處置權,以確保本人(等)履行 貴公司代本人(等)買賣證券而產生的責任。貴公司可於任何時間而無須通知本人(等),運用本人(等)於貴公司開設之任何戶口的任何幣值結餘(包括應向本人(等)因賣出證券而需支付的款項)抵銷任何本人(等)對貴公司之負債(包括本人(等)因買入證券而應向貴公司支付的款項)。

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

倘貴公司沒有依照本協議書的規定履行對本人(等)的責任,本人(等)有權向根據【證券及期貨條例】成立的投資者賠償基金索償,惟須受投資者賠償基金不時的條款制約。

**9.3 If I/we embark on trading US Securities, I/we shall carefully read through the Information Documentation For Clients on Pilot Program For Trading US Securities issued by the Exchange.**

若本人(等)開展買賣美國證券,本人(等)將會詳細閱讀聯交所發出予客戶參照的美國證券交易試驗計劃簡介。

**9.4 I/We confirm that I/we have read and agree to the terms of this Agreement which have been explained to me/us in a language (English or Chinese) that I/we understand.**

本人(等)確認本人(等)已詳閱並同意本協議書的條款,而且該等條款已經以本人(等)明白的語言(英文或中文)向本人(等)解釋。

**9.5 I/we acknowledge that decision regarding the Transaction are made by me/us at my/our discretion and risk and without reliance on any advice from you. You shall not owe me/us any duty to advice on the merits or suitability of any Transaction.**

本人(等)承認所有證券買賣全由本人(等)決定及承擔風險,並沒有依賴貴公司的意見。貴公司並無責任向本人(等)提供各證券買賣的利好性或適合性。

**9.6 I/we hereby agree that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account or advices shall be conclusive and binding on me/us, unless I/we object to in writing within such period of time as may be specified by you from time to time.**

本人(等)在收到有關該賬戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後,倘若本人(等)沒有在貴公司不時規定的期間之內以書面提出異議,則該日結單,執行買賣報告及月結單或另類方式通知成為不可推翻,並對本人(等)有約束力。

**9.7 The Account Opening Information, Authorization for Account Opening, Schedules and the Agreement will form one composite agreement.**

本協議書所指的開戶資料、開戶授權書及附錄為本協議書的整體部份。

**9.8 I/we enter into Transaction in securities in a currency other than Hong Kong Dollar, I/we shall reimburse your exchange loss (if any) and bank charges fully on demand for all expenses incurred by you on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction.**

若本人(等)用非香港貨幣進行證券買賣,本人(等)須按 貴公司的通知,即時支付貴公司的外匯兌換損失(如有)及銀行服務費及任何因找換外匯成香港貨幣所引致的其他費用,找換外匯是以當日有關交易的外匯匯率計算。

**10. Liability and Indemnity 責任及彌償**

**10.1 Neither you nor any of your directors, officers, employees or agents shall be liable to me/us for any direct, indirect or consequential loss or damage suffered by me/us arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from your fraud, gross negligence or willful misconduct as proved.**

貴公司或貴公司的任何董事、行政人員、僱員或代理人,均不需負責因本人(等)或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受任何直接、間接或後果性損失或損害,除非此等損失或損害是得到証實是上述人士之欺詐、嚴重疏忽或故意失當行為而引起者。

**10.2 I/we undertake to keep you and your directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by you arising out of anything done or omitted pursuant to any instructions given by me/us or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which you may have.**

本人(等)承擔彌償 貴公司董事、高級人員、僱員及代理人根據本人(等)指示處理在本協議書範圍內的交易或任何任務而招致的所有針對貴公司及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訴訟費及費用、而並不影響貴公司可行使的留置權、抵銷權利或其他權利。

**11. Material Changes 重要變化**

I/We hereby undertake to inform you in writing of any material changes in my/our Account Opening Information and you shall also undertake to inform me/us in writing of any material changes in your corporate particulars, registration status, nature of services available, corporate management and your business which may affect your services to me/us.

本人(等)承諾用書信通知貴公司本人(等)開戶資料的重要變化,而貴公司亦承諾用書信通知本人(等)有關貴公司會影響對本人(等)服務的公司資料,在證監會的註冊身份,可提供客戶的服務、酬勞費用及業務等變化。

**12. Personal Data (Privacy) 個人資料(保密)**

**12.1 Whilst I/we expect you to keep confidential all matters relating to the Account, I/we hereby expressly authorize you to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.**

雖然本人(等)預期貴公司將予該賬戶有關之事情保密,本人(等)謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求,貴公司可向彼等提供賬戶之詳細資料,以使協助彼等進行的調查或詢問。



- 12.2 I/We hereby declare that I/we have read the "Notice on Personal Data" pursuant to the Personal Data (Privacy) Ordinance as attached to the "Supplemental Agreement for Internet Trading".  
本人(等)在此聲明本人(等)已詳閱於「互聯網證券交易 - 補充協議書」中根據個人資料(私隱)條例發出的「個人資料告示」。
- 13. Term 有效期**  
The Agreement will come into effect on the date when anyone of your directors signs the Agreement. The Account will not be closed unless in accordance with clause 14.  
本協議書在貴公司之任何一名董事簽署之日起開始生效、有效期持續至該賬戶按照條款 14 之規定被終止。
- 14. Termination 終止**  
14.1 The Account may be closed by you or by me/us at any time and for any reason forthwith upon written notice being given to the other party in accordance with clause 15 hereunder provided that all acts performed by you in accordance with my/our instructions prior to either party receiving written notice of such termination shall be valid and binding on me/us.  
不論任何原因，任何一方一旦遵照條款 15 之規定向對方發出書面通知，賬戶即時結束。唯所有貴公司在任何一方收到此書面結束通知前已依據本人(等)之指示而執行之任務，仍然有效及對本人(等)有約束力。  
14.2 Upon termination all monies owing from me/us to you shall immediately become due and payable and subject to payment of all such monies, you are authorized to deliver as soon as reasonably practicable any securities held in you or your agent's or nominee's name to me/us.  
一旦本協議書終止，所有本人(等)欠負的債項即時變為到期應付。在繳清此等債項後，貴公司獲授權在合理切實可執行範圍內，盡速將該賬戶內以貴公司(或其代理人或代名人)名義持有之證券，交付本人(等)。
- 15. Notices 通告**  
15.1 All notices, demands and other communications and documents required to be given by you to me/us or by me/us to you in relation to the Account or connected therewith may be given by letter, telex, facsimile transmission, e-mail or telephone to the address or appropriate numbers.  
所有涉及及或與該賬戶有關而須由貴公司發給本人(等)或本人(等)之通知書、追索書及其他傳訊及文件，均可以用書信、專用電報、圖文傳真、電郵或電話方式發送到該地址或適用號碼。  
15.2 All notices, demand, communications and documents so sent by you to me/us shall be deemed to have been received by me/us and in case of telephone call when telephoned or message is left with a person who answered the telephone call at the correct telephone number stated, and, in case by letter sent locally the day following the day deposited in the mail or sent by airmail overseas 72 hours after dispatch and in case of telex or facsimile message or e-mail when the same is dispatched.  
所有以上述形式發出給本人(等)之通知書、追索書、通訊及文件，如屬使用電話通訊，則電話被接聽或留言予代接聽人，應被視為收到；如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。  
15.3 All notices, demands and other communications and documents sent by me/us to you shall not be effective until the same are actually received by you.  
所有由本人(等)發出的通知書、追索書及其他傳訊及文件，由貴公司實際接收到始生效。
- 16. Amendments 修改**  
16.1 You shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as you consider necessary. I/We have the responsibility to browse your company website from time to time for the relevant amendments, additions, deletions or variations or inquiries you to ensure notification of update information.  
貴公司有權對本協議書作出認為必須的修改、增補、刪除或變更。本人有責任定期瀏覽 貴公司網址查閱有關修訂或向 貴公司查詢，以確保獲得及時的通知。  
16.2 No amendment made by you to the Agreement or by me/us to you in relation to the information supplied to you in the Authorization for Account Opening, herewith, such as Account Opening Information, and the Schedules thereto will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.  
貴公司對本協議書之條款所作之修改，及本人(等)向貴公司提供的關於本協議書之資料的修改，例如，開戶資料，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。
- 17. Severability 局限應用**  
Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.  
本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再者，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內非法、無效、禁止實施或不能實施。
- 18. Assignment 轉讓**  
18.1 The benefit and burden of the Agreement is personal to me/us and shall not be capable of assignment by me/us without your consent.  
本協議書範圍內之權益及責任，祇屬於本人(等)本身的權益及責任，未經貴公司同意，本人(等)不得將其轉讓予他人。  
18.2 We agree that you may transfer your rights and obligations under the Agreement without my/our consent.  
本人(等)同意可轉讓貴公司在本協議書下的權利和義務而不須取得本人(等)的同意。
- 19. Risk Disclosure Statement 風險披露聲明書**  
19.1 I/We hereby understand:-  
本人(等)明白:-  
(1) that in respect of securities trading, the prices of securities can and does fluctuate, sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;  
有關證券買賣，證券價格可能及必定會波動，任何個別證券的價格皆可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能損失的風險，本人(等)願意承擔此等風險；  
(2) that in respect of trading Growth Enterprise Market (GEM) stocks:-  
有關買賣創業板股份:-  
(i) such stocks involve a high investment risk and, in particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that I/we shall make the decision to invest only after due and careful consideration;  
此等創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股

- 份可能非常波動及流通性很低。本人(等)會在審慎及仔細考慮後，才作出有關的投資決定;
- (ii) the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors; 創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者;
  - (iii) the current information on GEM stocks may only be found on the internet website operated by the Exchange and GEM Companies are usually not required to issue paid announcements in gazetted newspapers; 現時有關創業板股份的資料只可以在聯交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;
  - (iv) I/we should seek independent professional advice if I/we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks; 假如本人(等)對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見;
- (3) that there may be risks in leaving assets in your safekeeping, for example, if you are holding my/our assets and you become insolvent, I/we may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possibly be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall and these are risks that I/we are prepared to accept; 存放款項或其他財產與貴公司保管可能存在風險，若是貴公司持有該款項或財產而無力償債時，本人(等)將有被延誤回收該等款項或財產，可能須受限於具體法例規定或當地的規則(若是存放在香港以外)，而當地法例或規則不同於<證券及期貨條例(第 571 章)>，只可收回按比例分配得來的款項或其他財產;
- (4) that in respect of trading Nasdaq-Amex securities at the Exchange, the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that I/we shall consult my/our licensed or registered person and become familiarised with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and 有關聯交所買賣美國證券，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。本人(等)在買賣該項試驗計劃的證券之前，會先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。本人(等)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; 及
- (5) that before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges for which I/we will liable, since these charges will affect my/our net profit (if any) or increase my/our loss. 在開始交易之前，本人(等)必須清楚瞭解本人(等)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本人(等)可獲得的淨利潤(如有)或增加本人(等)的虧損。

This Risk Disclosure Statement is revised or supplemented from time to time. I/We should refer to its latest version for reference.  
本風險披露聲明會不時修訂或補充，本人應參閱不時修訂或已補充的版本。

## 20. The New Professional Investor Regime and New Client Agreement Requirements 新專業投資者制度及新客戶協議規定

If I/We am/are solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document you may ask me/us to sign and no other statement you may ask me/us to make derogates from this clause.

假如貴公司向本人(等)招攬銷售或建議任何金融產品，該金融產品必須是貴公司經考慮本人(等)的財政狀況、投資經驗及投資目標後而認為合理地為本人(等)提議的。本協議的其他條文或任何其他貴公司可能要求本人(等)簽署的文件及貴公司可能要求本人(等)作出的聲明概不會減損本條款的效力。

## 21. Interpretation 釋義

In this Agreement unless the context otherwise requires:-  
本合約中，除文意另有所指外:-

- (1) The expression "I/we" or "me/us" or "my/our" wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrator where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.  
本人(等)一詞，若指本協議簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人;若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人;若指獨資經營商號，則包括該商號主人、其遺囑執行人及遺產管理人、其生意繼承人;若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，尚有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合夥生意之繼承人;若指有限公司，包括有限公司之繼承人及受讓人。
- (2) "Securities" means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), warrants, debentures, unit trusts, mutual funds, bonds or notes of, or issued by, anybody, whether incorporated or unincorporated, or of any government or local government authority, as you may at your absolute discretion from time to time offer to deal in.  
"證券"指各類普遍認為是證券的工具，包括但不限於股份、股票(上市及非上市者)，認股權證、債票、信託基金、互惠單位基金、債券或票據由註冊團體、非註冊團體或政府或當地政府發行，貴公司可不時提供與客戶買賣。
- (3) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.  
若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。
- (4) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.  
凡表示單數之字眼包括複數含義，反之亦然;凡表示陽性之字眼亦包括陰性及中性含義。
- (5) Words importing "persons" shall include limited company (including local and foreign).  
字義上所指的"人"(若適用)亦包括有限公司(本港者或海外者)。

## 22. Law 法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.  
本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

Lighthouse Capital (HK) Financial Limited reserves the right to revise and amend the above terms and provisions at any time and from time to time without prior notice. Clients agree to be bound by all provisions as stipulated in the "Account Opening Form", "Cash Client's Agreement and/or Margin Client's Agreement", "Supplemental Agreement for Internet Trading", "Risk Disclosure Statement" and "Notice on Personal Data". If there is any inconsistency and/or discrepancy between the English and Chinese version of the Standard Terms and Conditions, the English version shall prevail. Lighthouse Capital (HK) Financial Limited has the rights to reserve the final decisions.

光源資本(香港)金融有限公司保留隨時追加或修訂上述細則之權利而毋須另行通知。客戶同意遵守「開戶表格」、「現金客戶協議書」及「保證金客戶協議書」、「互聯網證券交易 - 補充協議書」、「風險披露聲明書」及「個人資料告示」。如有任何爭議，或對標準章則之中英文版本文義有歧義，概以英文版本為準，光源資本(香港)金融有限公司有權保留最終之決定權。

IN WITNESS WHEREOF I/we hereto set my/our hands/and affix my/our firm chop/our common seal hereto this                      day of                      20                      .  
茲見證本協議，本人(等) 在此簽署及蓋上商號印章/公司印章於二零                      年                      月                      日。