



Discretionary Account Agreement
全權委託帳戶協議

To 致： First Fidelity Capital (International) Limited (SFC CE No. 證監會中央編號：AMS441)

Unit 1405, 14/F, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
香港灣仔告士打道138號聯合鹿島大廈14樓1405室

Re： Account Name

關於 帳戶名稱： _____
Account Number (the "Account")
帳戶號碼： _____ (「帳戶」)

- I/We hereby appointed _____ (CE No. _____) of your Company, to be my/our lawful agent / attorney (herein after called "Authorized Representative") with full trading authority (which shall after the appointment of the Authorized Representative be designated as a "Discretionary Account") on a full discretionary basis in accordance with the terms of this Discretionary Account Agreement (the "Agreement") without my/our specific authorization. 本人/吾等特此委任貴司之 _____ (中央編號： _____)，為本人/吾等的合法代理人 / 被授權人(以下稱「授權代表」)，可完全酌情地根據本全權委託帳戶協議(「本協議」)的條款擁有完全權力操控該帳戶以進行交易，而無須本人/吾等特別授權。(該帳戶在委任授權代表後將指明為「全權委託帳戶」)。
- I/We hereby expressly authorize the Authorized Representative to give orders and instructions in relation to the Discretionary Account subject to my/our investment objectives and investment restrictions set out in Clause 18 and 19 of the Agreement. Such specification and details may be amended unilaterally by me/us at any time by a notice in writing to you. Unless it is in conflict with my/our investment objective and restriction, the Authorized Representative shall have the full discretion to determine the kind of investments, timing and the manner of acquisition (on a recognized stock exchange or over-the-counter) and to sell, convert, exchange, realize, re-invest, revoke or terminate any investments (in full or in part) or otherwise dispose of any assets in the Account. 本人/吾等特此明確授權，授權代表可根據本委託帳戶協議中第 18 及 19 條所列出本人/吾等的投資目標和限制等，管理和操作本委託帳戶。此等規定和細節可由本人/吾等隨時單方面修改，並以書面告知貴司。除非有違背本人/吾等的投資目標和限制，授權代表可全權決定投資種類、時間、收購方式(通過認可證券交易所或場外交易)及售賣、兌換、交換、變現、重新投資、撤回或終止任何(全部或部分)投資，或處理帳戶中的任何財產。
- I/We hereby acknowledge and agree that all transactions performed by the Authorized Representative in accordance with the Agreement shall be binding on me/us. I/We undertake to ratify and confirm any instructions whatsoever given or purported to be given by the Authorized Representative including but without limitation to any instructions which may be given or purported to be given between the revocation of the authority of the Authorized Representative and the actual receipt by you of notice of such revocation. 本人/吾等特此確認和同意所有由授權代表根據本協議執行的交易活動對本人/吾等具有約束效力。本人/吾等承諾會予以批准及確認任何授權代表代本人/吾等發出或聲稱由授權代表代本人/吾等發出的指示，包括但不限於在撤銷或聲稱撤銷授權代表權限和 貴司實際接收到此撤銷通知期間發出之任何指示。
- I/We acknowledge and agree that you may be permitted to purchase and sell securities for your house accounts in accordance with your in-house policies. You may also purchase and sell securities for your own account and for the account of your other customers. I/We consent to the foregoing and hereby waive my/our rights, if any, against you for any conflict of interests, loss or damages incurred by me/us as a result of the foregoing. 本人/吾等確認和同意，貴司可根據 貴司內部政策為其帳戶買賣證券。貴司亦可為 貴司和其他客戶之帳戶進行證券買賣。本人/吾等同意前文所述，並特此放棄任何因前文所述而引致的利益衝突、對本人/吾等所造成的損失或損害而可對 貴司採取任何行動的權利 (如有)。
- I/We further acknowledge and agree that the appointment of the Authorized Representative is made by me/us out of our own free will and as a result of my/our own judgment and deliberation and you shall under no liability or whatsoever in respect of any loss or damage which I/we may suffer or incur as a result of the acts or omissions of the Authorized Representative. Any losses or damages which I/we may suffer or incur shall not form the grounds for any actions, claims or proceedings against you.

此外，本人/吾等確認並同意授權代表的委任是出於本人/吾等自願及為本人/吾等經過自主判斷、深思熟慮的結果，貴司無責任亦無需承擔任何本人/吾等可能蒙受或承擔的損失或損害將不會構成任何對 貴司採取任何動、索償或興訟的理由。

6. I/We agree that you do not guarantee any specific result or return on the investments and confirm that I/we understand that the value of the investments may fall as well as rise. You shall not be liable to me/us in any manner (whether in contract, tort or otherwise) for any loss in opportunity, loss in value of investments held for my/our account, or any other loss, expenses or damage which I/we may incur howsoever arising from any judgment or action taken (or omitted to be taken) by you in good faith. I/We understand that no warranty is given by you as to the performance or profitability of any investments purchased for my/our account.

本人/吾等同意貴公司不會保證任何特定結果及投資回報，及確定本人明白投資價格可跌可升。貴公司無須就任何機會錯失、本人/吾等帳戶投資價值的損失、或任何其他損失、費用或破壞負上任何責任。本人/吾等須承擔貴公司以良好信念實行的任何判決或行動(或未履行的)帶來的任何結果。本人/吾等明白貴公司不會對本人/吾等帳戶的表現及收益作出保證。

7. I/We hereby agree to indemnify and keep you indemnified against all costs (including all legal costs) or losses due to the losses, indebtedness and liabilities arising from all and any such dealings effected by the Authorized Representative on behalf of me/us and shall legally bind me/us absolutely and shall survive any termination or revocation of the Agreement.

本人/吾等特此同意全數彌償及確保 貴司得到全數彌償一切因授權代表代表本人/吾等進行交易所造成的所有費用(包括法律費用)，以及損失、債務和負債，並對本人/吾等具有完全及絕對的法律約束效力並在本協議終止或撤銷之後繼續有效。

8. I/We authorize you to honor and comply with any oral and/or written instruction which purports to have been given (and which is accepted by you in good faith as having been given) by me/us or by any one of the persons notified by me/us to you from time to time. Notwithstanding the foregoing, you may decline to act on any instructions of which you doubt the authenticity, or which, in your opinion, are ambiguous or conflicting. You are hereby authorized to refuse to comply with oral instructions from me/us given until such instructions are confirmed in writing by me/us.

本人/吾等授權貴司依從及遵守由本人/吾等或本人/吾等吩咐的任何人士發出的口頭及/或書面指示。但貴司可拒絕處理任何懷疑其可信賴性或認為含糊或有衝突的指示。除非本人/吾等發出書面通知，否則貴司有權拒絕依從本人/吾等的口頭指示。

9. I/We acknowledge and agree that the authority or authorization herein shall be valid for 12 months and will be expired at the end of 12 months from the date of the Agreement or 31st December of each year, whichever is earlier. It shall be automatically renewed unless I/we revoke it in writing before the expiry date. I/We understand that the authority shall be deemed to be renewed for a subsequent period of 12 months on a continuing basis without my/our written consent if a written reminder prior to the expiry date is given to me/us and I/we do not object to such deemed renewal before the expiry date. I/We understand that I/we may at any time revoke the authority by giving you at least five business days' prior written notice. However, you may, in your absolute discretion, treat the revocation notice as having immediate effect upon your receipt. I/We acknowledge and agree that you reserve the right at any time and from time to time, without having to give any reason or explanation, to suspend the operation of the Account and/or any services provided to me/us under the Agreement.

本人/吾等確認且同意此委託授權有效期最長為 12 個月，並於本協議日期起計之第 12 個月後時或每西歷年 12 月 31 日止期滿(以日期較早者為準)。但除非本人/吾等在本委託帳戶協議屆滿的日期前以書面形式通知取消有關授權，否則此項授權將會自動續期。本人/吾等明白若在屆滿的日期前本人/吾等收到書面提示並在屆滿的日期前不反對續期，此委託授權可在無需本人/吾等之書面同意的情况下而被視作自動續期 12 個月。本人/吾等明白本人/吾等可通過至少提前五(5)個工作日的書面通知隨時撤銷此委託授權。儘管如此，貴司亦有絕對酌情權在收到撤銷通知後決定該撤銷立即生效。本人/吾等確認和同意 貴司保留權利，隨時和不時終止本委託帳戶的運作，及本協議規定提供給本人/吾等的任何服務，而無須提供任何理由和解釋。

10. In the event of the SFC license of the Authorized Representative ceasing to be accredited to you or the Authorized Representative ceasing to be employed by you, I/we acknowledge that the appointment of the Authorized Representative shall automatically terminate and the Agreement shall be suspended unless and until I/we appoint in writing another employee/agent of you to act as my/our Authorized Representative.

本人／吾等確認，如授權代表之證監會牌照不再隸屬於貴公司或持牌代表不再受僱於貴公司，則對授權代表之委任自動終止，而且本協議應被暫時中止，直至本人／吾等書面委任貴公司的另一名僱員／代理人擔任本人／吾等的授權代表之時為止。

11. Apart from those charges, commission, brokerage and other remuneration payable under the Client's Agreement, I/we shall not be required to pay to you or the Authorized Representative any additional charges, commission, brokerage or other remuneration for managing a discretionary account under the Agreement.

除客戶協議書規定下應付之收費、佣金、經紀費和其他酬金外，本人/吾等不應被要求向 貴司或授權代表支付額外的費用、佣金、經紀費用或其他酬金用以管理本協議下的全權委託帳戶。

12. I/We understand and agree that the appointment of the Authorized Representative herein is in addition to and in no way limits or restricts any right which you may have under the Client's Agreement and shall be binding upon the executor, administrator, successors, estate, heirs and assigns of me/us. The provisions of the Agreement shall be read together with the Client's Agreement and its subsequent amendment(s) provided that if any provision herein is in conflict with the terms of the Client's Agreement, the terms herein shall prevail to the extent necessary to resolve such conflict.

本人/吾等明白和同意本協議中授權代表的委任是附加於(而絕非限制或禁止) 貴司在客戶協議書中已享有之任何權利，並且對本人/吾等的遺囑執行人、財產管理人、繼任者、不動產，繼承人以及財產受讓人具有約束效力。本委託帳戶協議的條款應與協議書及其隨後修正的文書一併閱讀，若本委託帳戶協議的條款和協議書的條款有任何相抵觸，則於消除該等衝突所需限度內，應以本委託帳戶協議規定為準。

13. I/We hereby agree in respect of each such statement of account, to examine each statement received by me/us from you, and to notify you, within seven (7) business days from the statement date, of any alleged errors or omissions therein. I/We further agree that, after such period, the particulars therein, save for manifest errors or omissions and any alleged errors or omissions so notified by me/us, shall be conclusively settled between you and me/us to be correct and no claim to the contrary by me/us shall be admissible.

本人／吾等在此同意核對每張結單，及倘若發現任何可疑的錯失或遺漏，於結單日期的七(7)個營業日內通知貴公司。除非申訴關於據稱的重大錯失或遺漏，否則該等結單將被視為被接受及確定，即使本人／吾等再提出相反申訴亦不獲接納。

14. I/We acknowledge that the Securities and Futures Commission (the "SFC") may from time to time prescribe special procedures in relation to the operation of the discretionary account and agree to adhere to such special procedures. I/We further agree and undertake to adhere to and/or comply with any modifications and/or amendments of the terms hereof which you may from time to time notify me in writing.

本人/吾等確認證券及期貨事務監察委員會(「證監會」)可隨時訂明與運作委託帳戶有關的特別運作程序，並同意遵守諸此特別運作程序。此外，本人/吾等同意亦承諾符合及/或遵從 貴司不時以書面通知本人/吾等的任何修改及/或修訂條款。

15. I/We further confirm that I/we have read the Agreement and that the contents herein have been fully explained to me/us in a language (*English/Chinese*) which I/we understand. I/We hereby accept and agree to be bound by the Agreement. I/We further acknowledge and agree that, in requesting you to provide the services herein, you have explained to me/us and I/we fully understand the additional risks in giving discretion to the Authorized Representative to manage the Discretionary Account on my/our behalf, in particular, the entire reliance by me/us on the integrity and skill of the Authorized Representative. 本人/吾等特此確認已閱讀本協議，其內容經已全部以本人/吾等明白之語言(英文/中文)向本人/吾等解釋清楚。本人/吾等同意及接受本協議約束。此外，本人/吾等確認及同意，在要求 貴司提供委託帳戶服務時，貴司已用本人/吾等明白的語言向本人/吾等解釋清楚及本人/吾等已完全明白，委託授權代表代表本人/吾等管理該委託帳戶，尤其是本人/吾等完全依賴於授權代表的誠信及能力所帶來的額外風險。

16. I/ We acknowledge and agree that in the event that there is any inconsistency between the English version and the Chinese version of this Discretionary Management Services Agreement, the English version shall prevail.

本人/吾等確認及同意，若本委託帳戶協議之中文及英文本如有任何歧義，概以英文本為準。

17. The Agreement is governed by and construed according to the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

本協議根據香港法律訂立和解釋，立約雙方甘願接受香港法院的非專有司法管轄權管制。

18. I/We hereby acknowledge that my/our investment objectives as follows 本人/吾等特此確認本人/吾等的投資目標如下：

- | | | | | |
|---|---|-------------------------------|---|--------------------------------|
| (a) investment strategy
投資策略 | : | Speculation 投機
Dividend 股息 | Capital Growth 資本增值
Capital Reservation 保本 | Hedging 對沖
Others 其他: _____ |
| (b) investment amount
投資金額 | : | _____ | | |
| (c) trading size and frequency
交易數額及頻率 | : | _____ | | |
| (d) other remarks
其他 | : | _____ | | |

19. I/We hereby acknowledge that the investments/sectors/areas and all other items that I/We do not wish us to purchase or to be recommended 本人/吾等不希望 貴司建議及選用的任何個別投資產品／類別／市場或其他投資項目如下：

N/A 不適用

Investment restrictions details 投資限制詳情： _____

(Please note that your investment portfolios may include products which are not authorized by the SFC.)

(請注意，閣下的投資組合可能會包含非證監會之認可產品。)

20. Free Structure 收費詳情

(a) An establishment fee of _____ % will be charged on new investments into the portfolio.

在投資組合進行新投資時，需繳付 _____ % 之設立費用。

(b) An annual management fee of 管理年費 _____ %.

(c) A performance-related fee of 表現費 _____ %.

AS WITNESS WHEREOF the Agreement has been duly executed by the parties hereto.

在見證下本協議已由雙方正式簽署，以昭信守。

Signed by Client(s) 客戶簽署：

Name of Client(s) 客戶姓名)

)

)

Name of Authorized Signatory 獲授權簽名人姓名)

)

)

)

Client(s) Signature(s) with Company Chop (if applicable)

客戶簽署連公司印章 (如適用)

In the presence of 見證人：

Name of Witness 見證人姓名*)

)

)

Profession/Occupation 專業/職業*)

)

)

Signature of Witness 見證人簽署

Dated _____ of _____ of _____

日期 _____ day (日) _____ month (月) _____ year (年)

* Witness should be person licensed or registered with the SFC or professional person (such as a practicing certified public accountant, lawyer or notary public) 見證人須為香港證監會註冊之人士、或專業人士 (如執業會計師、律師或公證人)

Declaration by Licensed Representative 持牌代表聲明

I, declare that the contents including the terms of the authority of the Agreement and the additional risks of giving discretionary powers to FFCIL to provide investment management services in relation to the Account have been fully explained to the Client in a language he/she understands and it is the language preference of the client. 本人現聲明本協議的內容 (包括本協議之授權條款) 及全權委託FFCIL就帳戶提供投資管理服務所涉及之額外風險，均已以客戶明白且客戶偏好的語言，向客戶作出充分的解釋。

Signature of Staff / Licensed Representative
職員 / 持牌代表簽署

Name of Staff/ Licensed Representative
職員/持牌代表名稱

CE No.
中央編號

Date
日期

Assessment to be Completed by Responsible Officer (For Official Use Only)

A. Assessment on Client

Risk Tolerance Level Low Risk Medium Risk High Risk

B. Approval by Responsible Officer

Approval Granted Yes No

Comments and Remark

Acknowledged and Accepted by
First Fidelity Capital (International) Limited

Name : _____

Title : Responsible Officer

Date : _____