

昌利證券有限公司

為香港聯合交易所有限公司之參與者
及

已獲證券及期貨事務監察委員會發出持牌發團的牌照

CE No.:AMI414

現金交易之條款及守則

香港灣仔告士打道 56 號東亞銀行港灣中心 16 樓 16B 室

本表格之英文本（相對中文譯本而言）須被視為確實極具有最終效力。

「2016 年 4 月」

現金交易之條款及守則

本條款及守則就閣下(「客戶」)使用於昌利證券有限公司「昌利」已開立或即將開立的交易帳戶，依據現金交易方式買賣及處理證券(定義詳見下文)，列出閣下和昌利各自的權利和義務。以下所有條款及守則均具有法律約束力，故此閣下在同意接受該等條款和守則約束前，請先仔細閱讀清楚及徵求獨立的意見

1. 釋義

1.1 在本條款及守則中：

「戶口」	指已在昌利開立的現金交易帳戶，用以支配昌利代表客戶進行證券買賣或持有或買賣其他金融產品；
「本合約」	指本條款及守則，當中包括風險披露聲明，個人資料(私隱)條例客戶通告及開戶文件包括客戶資料表(上述文件應合併理解為一份協議)；
「經紀」	指昌利證券有限公司；
「經紀之集團公司」	指經紀的最終控股公司及該控股公司的每間附屬公司；
「客戶」	指經紀的任何個人、公司或商行的帳戶，其資料詳載於客戶資料表；
「客戶資料表」	指客戶填寫及簽署的開立交易帳戶，並包括客戶向經紀申請開立帳戶而提供的所有文件；
「持牌法團」	指昌利證券有限公司已獲證券及期貨事務監察委員會根據《證券及期貨條例》獲發牌照(CE NO.AMI414)進行受規管活動，包括第一類—證券交易及其他不時批准的受規管活動；
「交易所」	指香港聯合交易所有限公司或(若適用)香港境外的任何其他證券交易所；
「香港」	指中華人民共和國香港特別行政區；
「指示」	包括客戶在任何方面有關本戶口及有關連及／或引致而發生證券買賣或持有或買賣其他金融產品。不論以口頭、書面、傳真、電傳及／或電子方式發出有關指示；
「證券」	包括證券及期貨條例附表 1 之涵義，但為免產生疑問，亦包括認股權證、B 股、非上市證券(包括互惠基金)，將於交易所上市的證券及任何交易所上市及／或買賣的證券；
「證券及期貨條例」	指經不時修訂或重新制訂立法的《證券及期貨條例》(香港法例第 57 章)；
「證監會」	指證券及期貨監察委員會；
「聯交所」	指香港聯合交易所有限公司。

1.2 單數名詞亦包括其眾數詞義，反之亦然。

鑒於：

1. 客戶欲於經紀處開立一個或多個現金帳戶，用以進行證券買賣；及
2. 經紀同意開立及維持該現金(等)帳戶，並以客戶之代理人身份，根據本協議之條款，進行證券買賣。

現雙方協議如下：

1. 帳戶

- 1.1 客戶確認「開戶文件」所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知經紀。客戶特此授權經紀對客戶的信用進行查詢，以核實上述表格所載資料。
- 1.2 雖然客戶預期經紀保持一切客戶的帳戶資料機密，唯客戶仍明確同意經紀可能有需要向有關機構如交易所，證監會，政府當局或根據任何法院命令或成文法規要求，將客戶資料披露。而經紀將毋須知會客戶或取得客戶的同意而遵守上述要求。

2. 法例及規則

一切為或代表客戶在香港或其他地方進行之證券交易，須受有關交易所或市場及(如有)其結算公司當時適用之章程，附例，規則，判令，規例，交易徵費，常規及慣例約束(包括(但不限於有關交易及交收之規則))，並須遵守政府或監管機構不時頒布之所有適用法例，規則及法今之規定。為免引起懷疑，依客戶指示在聯交所或其他國家的證券交易所之交易大堂完成之交易須交易徵費及由聯交所上述證券交易所不時徵收的任何其他費用。經紀僅此獲授權根據聯交所不時所指定之規則收取該等徵費。有關依客戶指示達成之一切交易，聯交所及香港結算有限公司及其他國家有關證券交易所及結算所(倘若該等交易為在其他國家的證券交易所進行)之規則(尤其有關交易及交收之規則)，對經紀及客戶均具約束力。

3. 交易

- 3.1 除經紀(在有關交易的成交單或其他合約單據內)註明以自己本身名義進行交易外，經紀將以客戶代理人身份進行交易。
- 3.2 倘沽盤是有關非由客戶擁有的證券，即涉及賣空交易。客戶將會通知經紀。
- 3.3 就每一宗交易，除有協議外或除非經紀代客戶持有現金來或證券供交易交收之用，否則客戶會在經紀就該項交易通知客戶的期限之前
 - 向經紀交付可即時動用的資金或可以交付的證券，或
 - 以其他方式確保經紀收到此等資金或證券。倘客戶未能這樣做，經紀可以
 - (如屬買入交易) 出售買入的證券；及
 - (如屬賣出交易) 借入及/或買入證券以進行交易的交收。
- 3.4 客戶會負擔經紀因客戶未能進行交收而引起的任何損失及開支。
- 3.5 客戶同意就所有逾期未付款項(包括對客戶裁定的欠付債務所引起的利息)，按經紀不時通知客戶的利率及其他條款支付利息。客戶明瞭此適用於本戶口之利率為香港優惠利率加 5%。
- 3.6 就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致經紀須買入證券進行交收。客戶毋須為買入該等證券的費用向經紀負責。

4. 抵銷，留置及帳戶合併

- 4.1 除了凡是經紀依據法律或本協議享有的一般留置權，抵銷權或其他類似權利，且在不影響前述一般留置權，抵銷權或其他類似權利的前提下，凡經紀在任何時候持有的或在經紀手中的(由客戶獨自擁有或其他人共同擁有的)客戶的任何證券，應收款，資金及其他財產，均已以持續擔保方式在其上設定了有利於本公司之一般留置權，以抵銷及履行因交易而產生的客戶對經紀及有關其位於香港或其他地方的直接或間接控股公司，附屬公司或關聯公司(「聯營公司」)。
- 4.2 除了凡是經紀依據法律或本協議享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，經紀為了其自己(並以代理人身份為其任何聯營公司)，在任何時候均可在不通知客戶的情形下，將客戶在經紀或其聯營公司處開設之任何性質的任何或所有帳戶(不論是個人的還是與其他人聯名的)進行合併成整合，經紀可以進行抵銷或轉移任何前述帳戶項下任何資金，證券或其他財產，以履行客戶對經紀或其聯營公司的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務，主債務還是從義務，從債務，不論是有抵押的還是無抵押的，不論是共同的還是各別的。
- 4.3 在既不限制也不修改本協議一般性條文前提下，凡屬任何帳戶和其聯營公司任何其他帳戶間可以互換的任何或所有的證券或財產，經紀可不發出通知予以轉移。

5. 失責

戶遭人發出任何財物扣押令或已通過議案，或已召開會議審議一項指稱客戶應予以清盤的議案的情況下，客戶欠下經紀或其聯營公司所有款項，連利息計算在內。在不需要任何通知或要求下，立即清還。而且，經紀可即時行使絕對酌情權及在不影響其擁有的任何權利的情況下，沽售或套現由經紀為客戶或經紀之聯營公司保管的全部/部份證券或資產，並將所得的淨出售款項(在扣除所有有關費用，佣金，支出及或成本)用以履行客戶對經紀或其聯營公司的義務。此外，經紀已可取消客戶的任何仍未執行的買賣指示，及/或為客戶平倉，及/或行使經紀在此協議書所賦予之任何權利。經紀或其聯營公司毋須因客戶之失責而導致經紀或其聯營公司在採取上述之行動時而使客戶蒙受任何損失負上責任；並因上述行動所取得的價位具最終決定效力。

6. 佣金與支出

- 6.1 客戶同意在要求下即時交付予經紀為戶口進行買入、賣出及其他交易而徵收之佣金，該佣金按經紀不時通知客戶的收費率或經紀以其他方式指定為適用於該戶的收費率計算。經紀有權從戶口中提取款項以支付根據本條款應付的所有佣金及支付與戶口或與戶口所持之任何證券、應收帳項或金錢或與該等證券、應收帳項及金錢的任何交易有關連的或有關乎的一切印花稅、收費、過戶費、登記費、利息、徵費及其他支出。
- 6.2 客戶知悉及同意經紀可以行使其絕對酌情權，索取、接受及保留任何為客戶按照本合的條款並受其條件約束，與任何人士完成之任何交易有關之利益，包括為此等交易而收取的任何佣金、回佣或類似的款項，以及其他經紀或其他代理人向其客戶收取的標準佣金內回扣的金錢。

7. 證券的保管

- 7.1 由經紀寄存為保管的任何證券，在合理地切實可行的範圍內盡速：
- (如屬可註冊證券)以客戶的名義或以經紀的代理人名義註冊；或
 - 存放於經紀或有聯繫實體為持有客戶證券，在香港開立及維持指定為信託帳戶或客戶帳戶的獨立帳戶，該機構應為證監會認可財務機構或核准保管人或獲發牌進行證券交易的其他中介人。
- 7.2 倘證券未以客戶的名義註冊，經紀於收到該等證券所獲派的任何股息或其他利益時，須按客戶與經紀的協議記入客戶的帳戶或支付予或轉予客戶。倘該等證券屬於經紀代客戶持有較大數量的同一證券的一部份，客戶有權按客戶所持的比例獲得該等證券的利益。
- 7.3 除非按證券及期貨事務監察委員會根據【證券及期貨條例】第148節頒佈之證券及期貨(客戶證券)規則及4(4)條內規定，經紀不得存入、轉移、貸出、抵押、再抵押或為了任何目的處理客戶之證券。
- 7.4 按證券及期貨事務監察委員會引根據【證券及期貨條例】第148節頒佈之證券及期貨(客戶證券)規則，經紀獲授權處理或促使經紀有聯繫實體處理客戶的證券(定義見證券及期貨條例附表1)。以償付任何客戶或客戶代表欠經紀、經紀有聯繫實體或第三方的債務。

8. 代客戶保管的現金

- 8.1 代客戶保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託帳戶內(此等現金不包括經紀就交易取得，而且須為交收而轉付或轉付予客戶的現金)。
- 8.2 為符合《證券及期貨條例》第149條，客戶茲同意經紀有權為本身利益收取在帳戶中所有為或代客戶持有的款項所產生全部利息款額。

9. 客戶身份規則

若客戶是以其客戶的帳戶進行交易，不論是否受客戶全權委託，以代理人身份抑或以當事人身份與其客戶進行對盤交易，客戶同意就經紀接獲香港聯合交易所有限公司及／或證券及期貨事務監察委員會(「香港監管機構」)查詢交易而言，須遵守下列規定。

- 9.1 在符合下列規定，客戶須按經紀要求(此要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關所進行交易之帳戶所屬客戶(或，如該交易乃背對背交易，到客戶的交易對手)及(據客戶所知)該宗交易的最終受益人的身份，地址，職業及聯絡資料。客戶亦須知會香港監管機構任何發起有關交易的第三者(如與客戶／最終受益人不同者)的身份，地址，職業及聯絡資料。
- 9.2 若客戶是為集合投資計劃，全權委託帳戶或全權信託進行交易，客戶須按經紀要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該計劃，帳戶或信託的身份，地址及聯絡資料及(如適用)有關該名代表該計劃，帳戶或信託向客戶發出交易指示的人士的身份，地址，職業及聯絡資料。

10. 暫止或終止

- 10.1 經紀保留權利，可於任何時間不時暫時終止營運戶口及／或暫時終止根據本合的向客戶提供的服務，並毋須給予任何理由或解釋。
- 10.2 客戶及經紀對有關戶口之權利或義務，客戶均可於任何時間向經紀(反之亦然)發出書面通知載明該權利或義務於最少(7)個營業日後終止，且收訖有關通知之前不損經紀或客戶對有關戶口的任何權利、權力或職責，及上述權利、權力及職責，將會根據本合約條款繼續有效，直至全部履行為止。

11. 通知

需要或准許給予客戶的所有通知、要求、結單與其他通訊及文件（統稱「通訊」）可以送遞、郵遞、傳真、電話或電子郵件方式送交至客戶在客戶資料表指定的或不時通知經紀的地址、傳真、電話號碼或電子郵件地址。所有通訊(i)若以郵遞方式送交，當於發送後 48 小時後收訖(但經紀提供予客戶的任何戶口結單當於投寄時視作已給予客戶)；及(ii)若以傳真、電話或電子郵件方式發出，則當作於經紀傳送之時收訖。通訊並不需要經紀的授權簽署。

12. 電子交易服務系統

- 12.1 客戶明白電子交易服務系統，可以讓客戶通過該系統發送電子指令及接收資訊服務，客戶同意完全按照本協議的條款使用電子交易服務系統，客戶使用未來通過該系統提供的附加服務亦須遵照本協定之各項條款。
- 12.2 客戶應是其帳戶的電子交易服務系統唯一授權使用者。客戶應對使用密碼的保密和安全使用負責，客戶確認並同意對通過電子交易服務系統發出的所有交易指令負完全責任，經紀及其任何董事，高級職員或僱員將不對客戶或客戶所代理的任何第三方因上述交易指令的處理、誤處理或失落而產生的損失負任何責任。
- 12.3 客戶確認電子交易服務系統所有權屬於經紀。客戶保證不會破壞、修改、解構、反向操作或以其他方式改變，或未經授權進入該系統的任何部分。客戶確認，如果客戶未能遵守本項保證或經紀有合理的理由懷疑客戶未能遵守本項保證，經紀可以對客戶採取法律行動，客戶並保證如果客戶獲悉任何其他人正在實施本節所述行為。客戶將立刻通知經紀。
- 12.4 客戶確認並同意，作為使用電子交易服務系統進行報單的條件之一，在發生下列情況時，將立刻向經紀進行通報：(a)客戶已通過電子交易服務系統下單，但未能收到令單編號；(b)客戶已通過電子交易服務系統下單，但未能收到對令單及其執行的準確的確認，無論是文本，電子或口頭形式；(c)客戶收到對其沒有下單的交易的確認 無論是文本，電子或口頭形式；或(d)客戶發現有未經授權使用其帳號和/或密碼的行為。
- 12.5 客戶同意，如果電子交易服務系統的使用過到困難，客戶將會設法使用經紀提供的其它方法或設備與經紀聯繫以下單交易並將上述困難通知經紀。客戶確認，經紀並沒有對交易或相關的服務作任何明確或隱含的保證(包但不限于對每次使用交易系統的商業性，功能性和適用性的保證)。客戶同意，對客戶因經紀無法控制的服務中斷，不正常或暫停而產生的任何損失或費用等，經紀無須負責。
- 12.6 客戶理解電子交易服務系統將僅出於資訊服務目的，提供第三方發佈的證券資料。由於市場的變動以及資料傳輸過程中可能出現的延誤，資料可能不是即時的相關證券或投資的市場報價。客戶理解，儘管經紀相信該類資料的可靠性，但對其準確性或完整性無法進行獨立的證實或反駁。客戶理解，在所提供的有關證券或投資的資料中並不隱含經紀的推薦或保證。
- 12.7 客戶確認電子交易服務系統上的報價服務是由經紀不時確選定的第三方提供的，客戶理解電子交易服務系統上的資訊是按第三方所提供的原來狀態提供的，經紀並不保證此類資訊的時效性，順序，準確性，充足性和完整性。

13. 一般規定

- 13.1 倘經紀沒有依照本協議書的規定履行對客戶的責任，客戶有權向根據（證券及期貨條例）成立的賠償基金索償，惟須受賠償基金不時的條款制的。

若經紀認為客戶已經違反本協議書之任何主要條款，或客戶之前向經紀對任何要項所作之陳述，保證或承諾為不正確或其後變成不正確，或客戶曾經對透過經紀或其聯營公司的交易出現失責，或客戶在經紀或其聯營公司開設的帳

- 13.2 倘經紀的業務有重大變更，並且可能影響其為客戶等提供的服務，經紀將會通知客戶。
- 13.3 經紀可以將其在本協議中的權利或義務無須事先通知即委託與其任何分支機構或附屬機構，或在事先知客戶的情況下委託或轉讓與其他任何機構。客戶不可在未獲經紀事先的書面同意的情況下將其在本協議中的權利和/或義務轉讓他方。
- 13.4 在法律容許之範圍內，經紀可不時修訂本協議之任何條件及條款，毋須事前通知客戶或取得客戶批准，該等修訂於客戶被視作接獲經紀之通告立即生效。客戶得悉及同意，倘客戶不接受經紀不時通知之任何修訂，客戶將有權選擇以書面形式通知經紀終止本協議。
- 13.5 客戶確認已詳閱並同意本協議書的條款，而且該等條款已經以明白的語言向客戶解釋。
- 13.6 如本協議中英兩種語文版本的釋義或涵義之間有不一致，客戶同意以英文版本為準。

13.7 本協議書受香港特別行政區法律管轄，並且可以根據香港特別行政區法律執行。

14. 風險披露聲明

- 14.1 證券交易風險，證券的價格有時波動劇烈。一種證券的價格會上下波動、甚至可能變得毫無價值。因此，證券買賣有可能帶來虧損而非利潤。
- 14.2 價格波動，客戶確認同意，證券的價格會而且確實會產生波動，任何證券的價格都會上下波動，甚至可能變得毫無價值。證券交易有著內在的風險，客戶對此已有準備。並能夠接受和忍受風險。
- 14.3 電子交易風險，在交易高峰 市場波動，系統升級及維護或其他時間，互聯網或其他電子設施的進入可能會受到限制甚至無法進入。通過互聯網或其他電子設施進行的交易可能會因不可預測的流量堵塞和其他經紀無法控制的原因而受到干擾，傳輸中斷，以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒介。由於這種不可靠性原因，交易指令及其他資訊的傳輸和接收可能有延誤，而這會導致交易指令在執行上的延誤，或者交易執行的價格已不同於指令發出時的市場價格。而且，通訊和個人資料可能會被未經授權的第三方取得，且在通訊上會存在誤解或錯誤的風險，而這些風險將完全由客戶承擔。客戶確認並同意，交易指令一旦發出通常將不可能取消。
- 14.4 買賣創業板股票的風險，創業板股票帶有高投資風險。尤其是在創業板掛牌的公司既無盈利記錄，也無可靠的未來盈利預測。創業板股票可能波動性很大，而且缺乏流動性。客戶確認會在經過仔細的考慮之後才會決定投資。創業板市場的更大的風險特徵在於該市場是一個更適合職業投資者及其他有經驗的投資者的市場。創業板股票的最新資訊可以在香港交易所的網站上得到。通常不要求創業板公司在報紙上公佈付費公告。客戶同意，如果客戶對本風險披露聲明中有關創業板股票交易的任何方面以及此類交易的性質和風險不夠清楚或尚未理解，客戶將尋求獨立的專業建議。
- 14.5 在香港交易所交易納斯達克市場(NASDAQ)股票的風險，納斯達克市場上的證券主要是針對有經驗的投資者的。客戶在買賣納斯達克市場股票前應諮詢專業的顧問並熟悉該市場。客戶應清楚納斯達克市場證券在香港交易所的主板或創業板市場上並不是作為首次或二次掛牌證券來監管的。
- 14.6 在香港以外地方收取或持有的客戶證券或資金的風險，客戶確認並同意，經紀在香港以外地方收取或持有的客戶證券或資金，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶證券或資金將可能不會享有賦予在香港收取或持有客戶證券或資金的相同保障。
- 14.7 買賣認股權證的風險，認股權證涉及高風險，而且會受若干風險影響，包括利息、外匯、時間值及／或政治風險。有意購買認股權證之人士應要明白，持有之認股權證在期滿時有可能已經變得毫無價值。認股權證之價格可急升亦可急跌，買家應作好心理準備，有可能完全損失認股權證之購買價。相關資產之價值波動可影響認股權證之價值。相關資產之價值若沒有朝預期方向移動，購買認股權證之人士將面對損失全部投資之風險。
- 14.8 授權代管郵件或向第三方轉交郵件。如果客戶授權經紀代管郵件或向第三方轉交郵件，客戶應親自及時收取所有的合同通知及結單並仔細閱讀以保證任何異常或錯誤能被及時發現。
- 14.9 在香港之外發指令，如果客戶從香港之外給經紀發出指令，客戶保證其行為符合指令所在地區的相關司法管轄區域的適用法律的要求。如果客戶存有疑問，客戶應諮詢相關的司法管轄區域的法律顧問和其他專業人士。客戶在香港之外的地區發出交易指令可能需要向有關機構繳納稅收或費用，客戶同意按要求支付此類稅收或費用。
- 14.10 風險披露聲明確認，經紀註冊人員已向客戶解釋過風險，客戶已理解上述風險披露。

15. 現金結餘滾存授權

客戶現接受昌利以現金結餘滾存方式就帳戶內將應從帳戶收取的款項與應向該帳戶支付的款項互相抵銷，而該等款項是因該帳戶以貨銀兩訖形式買賣證券所產生的，現客戶授權昌利就該帳戶內該等款項互相抵銷；及為清償客戶應支付予昌利的款項而處置為客戶持有的證券。

關於《個人資料(私隱)條例》(「條例」)客戶通知

1. 客戶需不時地向本集團提供與開設或維持帳戶、開設或維持貸款融資或者與證券經紀、股票托管和投資諮詢服務有關的資料。同時，有一部份資料是本集團或本集團屬下的任何其它公司根據有關法律、規定、守則和規範的要求加以收集的。
2. 如客戶未能提供該等資料，則本集團將無法代理客戶開設或維持帳戶，或開設或維持貸款融資，或提供證券經紀、股票托管和投資諮詢服務。
3. 所有資料均以維持正常業務聯繫的需要而向客戶收集的。
4. 與客戶有關的資料主要有如下用途：
 - 為客戶提供日常運作服務和貸款融資服務；
 - 進行信貸檢查；
 - 協助其它財務機構進行信貸檢查；
 - 根據客戶的需要設計有關的財務服務或相關產品；
 - 推廣上述的財務服務和相關產品；
 - 確定客戶未付或應收款項；
 - 向客戶或為客戶責任提供擔保的人士收回虧欠的款項；
 - 根據有關法律、規定、守則和規範的要求，本集團或本集團屬下的任何其它公司須予披露的資料；及
 - 其它附帶或相關用途。
5. 本集團持有的客戶資料將會保密，本集團僅會於法律允許範圍下向下列香港以內或以外人士提供客戶資料：
 - 向本集團提供與業務活動有關的管理、電訊、電腦、款項或股票交收、印刷或其它服務的任何代理人、合約商或者第三方面服務提供者；
 - 本集團屬下的任何其它公司；
 - 遵守本集團保密原則的任何第三者 包括已承諾遵守這一原則的本集團屬下公司；
 - 客戶與之有業務往來或即將有業務往來的金融機構；
 - 任何本集團的實際或可能承讓人，或者與客戶相關的本集團權益參與人或次參與人或轉讓人；
 - 本集團或本集團屬下任何公司因應法律要求必須向其作出披露的有關人士；
 - 經客戶直接或間接同意的任何人士；及
 - 本集團因本身利益需要而必須對其作出披露的任何人士；
6. 在履行本身的業務活動過程中。本集團可能在法律允許的範圍內，把客戶所提供的或本集團其後為此目的或其它目的所獲得的客戶個人資料與香港及海外的政府機構、其它監管機構、公司、公共機構或個人所持的資料進行校對、比較、轉換或交換，以便確認該等資料的可靠性。
7. 在符合條例之條款之下，任何人士：
 - 有權查詢本集團是否持有他／她的資料並有權取得核等資料；
 - 有權要求本集團更改有關他／她的不正確資料；及
 - 集團擁有該些資料的政策和應用範圍，並可了解本集團所持有的私人資料的種類。
8. 在符合條例之條款情況下，本集團有權對資料查詢人士收取合理的費用。
9. 任何人士如欲查詢資料或更正資料或查詢有關政策和應用範圍以及私人資料的種類等資料，請隨時致：

香港灣仔告士打道 56 號東亞銀行港灣中心 16 樓 16B 室

昌利證券有限公司

資料保護主任

Cheong Lee Securities Limited

Exchange Participant of the Stock Exchange of Hong Kong Limited

&

Licensed Corporation licensed by the Securities and Futures Commission

CE No.: AMI414

Terms and Conditions of Cash Trading Agreement

Rm 16B, 16/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong.

The terms of English version, as opposed to the Chinese translation, shall be deemed to be conclusive and definitive.

「 Apr 2016 」

Terms and Conditions of Cash Trading Agreement

These terms and conditions set out the rights and obligations of you (the "Client") and us, Cheong Lee Securities Limited (the "Broker"), in connection with the operation of your cash account(s) opened or be opened with us for dealing in purchase and/or sale of Securities. All the terms and conditions below are legally binding, so please read them carefully or seek legal professional advice before you agree to be bound by them.

1. Interpretation

1.1 In this Agreement, unless the context requires otherwise :-

"Account"	means any one or more cash trading account(s) opened, maintained and operated by the Client with the Broker from time to time for use in collection with the purchase, sales, holdings or other dealing in Securities and other financial products effected through the Broker on behalf of the Client;
"Agreement"	means these terms and conditions including Risk Disclosure Statement, the Circular to Client relating to Personal Data (Privacy) Ordinance, and Account Opening Documents including Client Information Form which shall be read together as one agreement as original executed or thereafter may from time to time be amended or supplemented;
"Broker"	means Cheong Lee Securities Limited;
"Broker's Group Company"	means the ultimate holding company of The Broker and each and every subsidiary of such holding company;
"Client"	means any individual, firm or company under the Account whose particulars are set out in Client Information Form;
"Client information Form"	means the form to open an account duly completed and signed by the Client as well as all those documents furnished by the Client in supporting of the application for opening an account with the Broker;
"Licensed Corporation"	means Cheong Lee Securities Limited, which is a licensed corporation (CE No. AMI414), licensed by the SFC under the SFO to carry out the regulated activities, including dealing in securities and other regulated activities approved from time to time;
"Exchange"	means the Stock Exchange of Hong Kong Limited or, where applicable, any other stock exchanges outside Hong Kong;
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China;
"Transactions"	include instructions given by the Client, which in any way relate to purchases, sales, holdings or other dealings in the Securities and other financial products effected through the Broker on behalf of client, arise out of and / or are in connection with the Account, whether such instructions are given orally, in writing, by facsimile, telex and/ or by electronic means;
"Securities"	include the meaning in Schedule 1 of the Securities and Futures Ordinance, but leave no room for doubt, shall also include warrants, B shares, unlisted securities (including mutual funds), securities to be listed on the Stock Exchange and securities listed and/or trading on any Exchange;
"Securities and Futures Ordinance"	means the Securities and Futures Ordinance (Chapter 571) of the Laws of Hong Kong as amended or re-enacted from time to time;
"SFC"	means the Securities and Futures Commission;
"Stock Exchange"	means the Stock Exchange of Hong Kong Limited;

1.2 Words importing the singular shall include the plural and vice versa.

Whereas:-

1. The Client is desirous of opening one or more cash account with the Broker for the purpose of trading in securities, and
2. The Broker agrees that it will open and maintain such cash accounts) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. The Account

- 1.1 The Client confirm that the information provided in the Account Opening Documents is complete and accurate. The Client will inform the Broker of any changes to that information. The Broker is authorized to conduct credit enquires on Client to verify the information provided.
- 1.2 Whilst Client expect the Broker to keep confidential all matters relating to their account, Client hereby expressly agree that the Broker may be required to disclose their details to the relevant exchanges, the SFC, government agencies, or to any persons pursuant to any court orders or statutory provisions. The Broker will comply with such requests without notices to or consent

from Client.

2. Laws and Rules

That all transactions with respect to securities made for and on Client's behalf in Hong Kong or elsewhere shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies, Customs and usage prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, with respect to trading and settlement) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable from time to time. For the avoidance of doubt, transactions executed on Client's instructions on the floor of the Exchange or any stock exchange in another country shall be subject to a transaction levy and any other levies that the Exchange or the relevant overseas stock Exchange from time to time may impose and the Broker is hereby authorized to collect any such levies in accordance with the rules prescribed by the Stock Exchange or the relevant overseas stock exchange from time to time and the Rules of the Exchange and the Hong Kong Securities Clearing Company Limited and the rules of the relevant overseas stock exchange and clearing house (in the event that the transactions is executed on a stock exchange in another country), in particular those rules which relate to trading and settlement, shall binding on Client and the Broker in respect of transactions concluded on Client's instructions.

3. Transactions

- 3.1 The Broker will act as Client's agent in effecting Transactions unless the Broker indicates (in the contract note for the relevant Transaction or otherwise) that it is acting as principal.
- 3.2 The Client shall notify the Broker when a sale order relates to securities which the Client does not own i.e. involves short selling.
- 3.3 Unless otherwise agreed, in respect of each Transaction, unless the Broker is already holding cash or securities on Client's behalf to settle the Transaction, Client shall:
 - Pay the Broker cleared funds or deliver securities to the Broker in deliverable form or
 - Otherwise ensure that the Broker has received such funds or securities by such time as the Broker has notified Client in relation to that Transaction. If Client fails to do so, the Broker may
 - in the case of a purchase Transaction, sell the purchased securities and
 - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
- 3.4 The Client shall be responsible to the Broker for any losses and expenses resulting from settlement failures.
- 3.5 Client agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against Client) at such rates and on such other terms as the Broker has notified Client from time to time. Client understands that the current interest rate applicable to the Account is Hong Kong Prime Rate + 5%.
- 3.6 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Broker has to purchase securities to settle the Transaction, Client shall not be responsible to the Broker for the costs of such purchase.

4. Set off, Lien and Combination of Accounts

- 4.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Broker may be entitled under laws or this Agreement, all securities, receivable, monies and other property of Client (held by Client either individually or jointly with others) held by or in the possession of the Broker at any time shall be subject to a general lien in favor of the Broker as continuing security to offset and discharge all of Client's obligations arising from the Transactions to the Broker and any companies or body corporate which are the Broker's direct or indirect holding companies, subsidiaries or affiliated companies in Hong Kong or elsewhere ("the Associate").
- 4.2 In addition and without prejudice to any general liens or other similar rights which the Broker may be entitled under law or this Agreement, the Broker for itself and as a agent for any of its Associates, at any time without notice to Client, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, with the Broker or any of its Associates and the Broker may set off or transfer any monies, securities or other property in any such accounts to satisfy obligations or liabilities of Client to the Broker or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.
- 4.3 Without limiting or modifying the general provisions of this Agreement, the Broker may, without notices, transfer all or any such or properties interchangeably between the accounts of the Broker and its Associates.

5. Default

If, in the Broker's opinion, Client have breached any material terms of this Agreement; or any of Client's representations, warranties or undertakings to the Broker was or become incorrect in any material respect; or Client have defaulted in respect of any transactions with the Broker or its associates; or any warrant or order of attachment or distress or equivalent order is issued against any of Client's account with the Broker or its Associates; or a petition in bankruptcy is filed against Client, or an order is made or resolution passed for Client's voluntary or compulsory winding up; or meeting is convened to consider a resolution that Client should be so wound up, all amounts owing by Client to the Broker or its Associates together with interest will become immediately payable without notice or demand and the Broker will be entitled at its absolute discretion without prejudice to sell or realize all or any part of Client's securities or assets held by the Broker or its Associates and satisfy all Client's obligations towards the Broker or its Associates with the net sale proceeds after deducting all fee, commissions, expense and costs thereof;

and/ or withdraw or cancel all Client's open order instructions; and /or close out any/ all Client's open positions; and/or exercise any of the Broker's rights under this Agreement. The Broker and its Associates shall not be liable for any loss originated from taking the above actions and, due to Client's default, Client may suffer whereas the price obtained by the Broker for the above actions will be conclusive.

6. Commission and Expenses

- 6.1 The Client shall on demand pay the Broker commission on purchase, sale and other transactions for the Account at such rates as the Broker may, from time to time, have notified the Client. The Broker shall be entitled to debit the Account with all commission payable pursuant to this clause together with all stamp duties, charges, transfer fees, registration fees, interest, levies, trading fee and other expenses in respect of or in connections with the Account or any Securities held in or for the Account.
- 6.2 The Client acknowledges and agrees that the Broker shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commission, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their clients.

7. Safekeeping of Securities

- 7.1 Any securities which are held by the Broker for safekeeping may, as soon as reasonably practicable:-
- (in the case of registrable securities) be registered in the Client's name or in the name of the Broker's nominee; or
 - be deposited in Hong Kong into a segregated account, designated as a trust / client account and established and maintained by the Broker or its associate entity in Hong Kong for the purpose of holding client securities with any authorized financial institution, or any approved custodian by SFC, or any intermediaries licensed for dealing in securities.
- 7.2 Where securities are not registered in Client's name, any dividends or other benefits arising in respect of such securities shall, when received by the Broker, be credited to Client Account or paid to Client, as agreed with the Broker, where the securities form part of a larger holding of identical securities held for the Broker's clients, Client shall be entitled to the same share of the benefits arising on the holdings of the total holding.
- 7.3 Except as provided in Securities and Futures (Client Securities) Rules made by the Securities and Futures Commission under Section 148 of the Securities and Futures Ordinance and clause 4(4), broker shall not deposit, transfer, lend, pledge, re-pledge or otherwise deal with any of the Client's securities for any purpose.
- 7.4 Broker is authorized, pursuant to Securities and Futures (Client Securities) Rules made by the Securities and Futures Commission under Section 148 of the Securities and Futures Ordinance, to dispose or initiate a disposal by Broker's Associated Entity of any of the Client's securities (within the meaning of that term under Schedule 1 of the Securities and Futures ordinance) for the purpose of setting any liability owed by the Client or on behalf of the Client to the Broker, Broker's Associated Entity or a third person.

8. Cash held for Client

- 8.1 Any cash held for Client, other than cash received by the broker in respect of Transactions and which is on-paid for settlement purposes or to Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time.
- 8.2 For the purpose of Section 149 of the Securities and Futures Ordinance, the Client hereby agrees that the Broker shall be entitled to receive for its own benefit all sums derived by way of interest on all amounts held in the Account for or on account of the Client.

9. Client Identity Rules

If Client effect transactions for account of its clients, whether on a discretionary or nondiscretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, Client hereby agree that, in relation to a transaction where the Broker has received an enquiry from the Exchange and /or the SFC (the "Hong Kong Regulators"), the following provision shall apply:-

- 9.1 Subject to as provided below, Client will immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected (or, in the case of a back to back principal transaction the counterparty with whom Client is/are transacting) and (so far as known to Client) of the person with the ultimate beneficial interest in the transaction. Client shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client / the ultimate beneficiary) who originated the transaction.
- 9.2 If Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address and contact details of the person who, on behalf of the scheme, account or trust, instructed Client to effect the transaction.

10. Suspensions and Termination

- 10.1 The Broker reserves 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 to the Client under this Agreement.

- 10.2 The rights and obligations of the Client and the Broker in respect of the Account may be terminated on at least seven (7) Business Days written notice given at any time by the Client to the Broker (or vice versa) without prejudice to any rights, powers or duties of the Broker or the Client in connection with the Account prior to receipt of such notice, and such rights, powers and duties will subject under the terms of this Agreement until they are discharged in full.

11. Communications

All notices, demand, statements and any other communications and documents (collectively "Communication") required or permitted to be given to the Client may be sent by hand, post, and facsimile, telephone or electronic mail to the address for Communications specified in the Client Information Form or as notified to the Broker from time to time. All communication shall be deemed to have been received by the Client (i) 48 hours after posting domestically if sent by post and (ii) at the time of transmission from the Broker if delivered by facsimile, telephone or electronic mail and no such Communication needs to be signed on behalf of the Broker.

12. Electronic Trading Service

- 12.1 Client understands that the Electronic Trading Service (ETS) enables the Client to send electronic instructions and receive information services. Client agrees to use the ETS only in accordance with the terms of this Agreement. Any additional services offered through the ETS in the future shall only be used by the Client in accordance with the terms of this Agreement.
- 12.2 Client shall be the only authorized user of the Electronic Trading Service for his / her Account. Client shall be responsible for the confidentiality and use of the Access Codes or Password. Client acknowledges and agrees that Client shall be solely responsible for all Instructions entered through the Electronic Trading Service using the Access Codes and neither the Broker nor Broker's directors, officers or employees shall have any liability to the Client, or to any other Person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any Instruction.
- 12.3 Client acknowledges that the ETS is proprietary to the Broker. Client warrant and undertake that Client shall not, and shall not attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the ETS. Client acknowledge that the Broker may take legal action against the Client, if Client at any time breach this warranty and undertaking or if the Broker at any time reasonably suspect that Client have breached the same. Client undertake to notify the Broker immediately if Client become aware that any of the actions described above in this paragraph is being perpetrated by any other person
- 12.4 Client further acknowledges and agrees that, as a condition of using the Electronic Trading Service to give Instructions, Client shall immediately notify the Broker if: (a) an Instruction in respect of the Account has been placed through the ETS and Client have not received an order number; (b) an Instruction in respect of the Account has been placed through the ETS and Client have not received an accurate acknowledgement of the Instruction or of its execution, whether by hard copy or via electronic or verbal means; (c) Client have received acknowledgment, whether by hard copy, electronic or verbal means, of a Transaction which Client did not originate or instruct; and /or (d) Client become aware of any unauthorized use of the Account No. and/or password.
- 12.5 Client agrees that should Client experience any problems in reaching the Broker through the ETS or vice versa. Client shall attempt to use an alternative method or devise, as the Broker may make available, to communicate with the Broker to place his / her orders and to inform the Broker of the difficulty Client may experience. Client acknowledge that the Broker give no express or implied warranties (including but not limited to warranties merchantability, functionality or fitness for a particular use) with respect to trade or trade related services. Client agree that the Broker shall not be responsible to the Client for any losses, costs, expenses, damages or claims which Client may suffer as a result of any disruption, malfunction or other suspension of Broker's service beyond Broker's control.
- 12.6 Client understands that the Electronic Trading Services may provide, for informational purpose only data about securities published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant securities or investment. Client understands that whilst the Broker believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. Client understands that no recommendation or endorsement from the Broker shall be inferred from the data provided with respect to any securities or investment.
- 12.7 Client acknowledge that the quote service available at the ETS is provided by a third party provider appointed by the Broker from time to time. Client understand that information provided in the Electronic Trading Services is on an "as is", "as available" basis and the Broker do not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information.

13. General

- 13.1 If the Broker fails to meet its obligations to Client pursuant to this Agreement, Client shall have a right to claim under the Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Compensation Fund from time to time.
- 13.2 The Broker will notify Client of any material changes in respect of its business which may affect the services it provides to the Client.
- 13.3 The Broker may assign its rights or obligations under this Agreement to any of its subsidiaries or affiliates without giving any prior notice 80r to any other entity upon prior written notice to Client. Client shall not assign any or his / her rights and/or obligations under this Agreement to any other party except with the Broker prior written consent.
- 13.4 To the extent permitted by law, the Broker may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from the Client and such amendments shall come into effect immediately upon Client's deemed receipt of the Broker's notice. The Client acknowledges and agrees that if Client does not accept any amendments as

notified by the Broker from time to time, the Client shall have the option to terminate this Agreement by given a written notice to the Broker.

- 13.5** Client confirm that Client have read and agree to the terms of this Agreement, which have been explained to Client in a language that Client understand.
- 13.6** In the event of any difference in interpretation or meaning between the Chinese and English version of this Agreement, Client agree that the English version shall prevail.
- 13.7** This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.

14. Risk Disclosure Statements

- 14.1** Risk of Securities Trading. The price 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.
- 14.2** Fluctuation in Prices. Client acknowledges and agrees that the price of Securities can and does fluctuate, and that any individual Security may experience upward or downward movements and may even become valueless. There is an inherent risk associated with the dealings of Securities and the Client is prepared and able to accept and tolerate such risk.
- 14.3** Risk of Electronic Trading. Access to the Internet or other electronic devices may be limited or unavailable during periods of peak demand, market volatility systems upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic devices may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond Broker's control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing prices at the time the Instructions were given. Moreover, communications and personal data may be accessed by unauthorized third parties; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client. Client acknowledges and agrees that it shall not usually be possible to cancel an Instruction after it has been given.
- 14.4** Risk of Trading GEM Stocks. GEM stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any creditability to forecast future profitability GEM stocks may be very volatile and illiquid. Client acknowledges that 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 website operated by SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers. Client acknowledges that Client should seek independent professional advice if the Client should be uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.
- 14.5** Risk of Trading Nasdaq-Amex Securities at the SEHK. The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. Client should consult professional advisors and become familiarized with the PP before trading in the PP Securities. Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of the Exchange.
- 14.6** Risks of Securities or Monies received or held outside Hong Kong. Client acknowledge and agree that his / her Securities or Monies received or held by the licensed or registered Person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, his / her Securities or Monies may not enjoy the same protection as that conferred on his / her Securities or Monies received or held in Hong Kong.
- 14.7** Risk of trading Hong Kong Listed Derivative Warrants. Dealing in warrants involves risks, and are subject to a number of risks which may include interest, foreign exchange, time value and / or political risks. Prospective purchasers of warrants should recognize that their warrants may expire worthless. The price of warrants may fall in value as rapidly as they may rise and purchasers should be prepared to sustain a total loss of the purchase price of their warrants. Fluctuations in the value of the relevant underlying asset may affect the value of the warrants. Purchasers of warrants therefore risk losing their entire investment if the value of the relevant underlying basis of reference does not move in the anticipated direction.
- 14.8** Risk of providing authority to hold mail or to direct mail to third parties. If Client provide the Broker with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contact notes and statements of his / her Account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.
- 14.9** Instructions Outside Hong Kong. If Client give any Instruction to the Broker outside Hong Kong, Client agree to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which the Instruction is given, and Client further agree that Client shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. Client accepts that there may be taxes or charges payable to relevant authorities in respect to any instructions given outside Hong Kong, and Client agree to pay such taxes or charges as applicable.
- 14.10** Acknowledgement of the Risks. Client has been explained by the Broker's registered person and understands the above stated risk disclosures.

15. Cash Rolling Balance Authorization

Client agrees and accepts the Broker to set-off on a client-by-client basis, any amount receivable from, and payable to, a client where such amount arise from the purchase and sale of securities by the client on a cash-against-delivery basis. Client authorize the Broker to set-off such amounts against each other; and dispose of securities held for the client for the purpose of settling any

of the amounts payable by the client to the Broker.

Circular to Clients relating to Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for clients to supply the group with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of securities brokerage, nominee and investment advisory service. At the same time, some of the data are collected pursuant to laws, regulations, rules or codes binding on the Broker or any Broker's Group Company
2. Failure to supply such data may result in the Broker being unable to open or continue accounts or establish or continue credit facilities or provide securities brokerage, nominee and investment advisory services.
3. It is also the case that the data are collected from clients in the ordinary course of the continuation of the business relationship.
4. The purpose for which data relating to a client may be used are as follow:-
 - the daily operation of the services and credit facilities provided to clients;
 - conducting credit checks;
 - assisting other financial institutions to conduct credit checks;
 - designing financial services or related products for client's use;
 - marketing financial services or related products for client's use;
 - marketing financial services or related products;
 - determining the amount of indebtedness owed to or by clients;
 - collection of amount outstanding from clients and those providing security for clients' obligation;
 - meeting the requirements to make disclosure under the requirements of any laws, regulations, rules, codes binding on the Broker or any Broker's Group Company; and
 - purposes ancillary or relating thereto.
5. Data held by the Broker relating to a client will be kept confidential but the broker may provide such information to the following parties within or outside Hong Kong to the extent permitted by law:-
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, printing or other services to the Broker in connection with the operation of its business;
 - any other companies within the Broker's Group Company, including the parent company;
 - any other person under a duty of confidentiality to the broker including a company of the Broker's Group Company which has undertaken to keep such information confidential;
 - any financial institution with which the client has or proposes to have dealings;
 - any actual or proposed assignee of the Broker or participant or sub-participant or transferee of the Broker's rights in respect of the client.
 - any other person when we are compelled to make disclosure under the requirements of any laws binding on the Broker or any of Broker's Group company;
 - any person with the client's express or implied consent; and
 - any person in the event that the Broker's interests require disclosure;
6. In the course of performing our duties, the Broker may, as permitted by law, match, compare, transfer or exchange any personal data provided by the client, or hereafter obtained, for these or any other purposes by the Broker, with data held by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data.
7. Under and in accordance with the terms of the Ordinance, any individual:-
 - has the right to check whether the Broker holds data about him / her and the right of access to such data;
 - has the right to require the Broker to correct any data relating to him / her which is inaccurate; and
 - has the right to ascertain the Broker's policies and practices in relation to data and to be informed of the kind of personal data held by the Broker
8. In accordance with the terms of the Ordinance, the Broker has the right to charge a reasonable fee for the processing of any data access request.
9. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kind of data held are to be addressed is as follows:-

The Data Protection Officer
Cheong Lee Securities Limited

Rm 16B, 16/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong

