



客戶協議條款

Stock Options Trading Agreement

股票期權買賣協議

This Stock Options Trading Agreement is supplemental to the client's agreement ("Client Agreement") entered into by Soochow Securities International Brokerage Limited ("SCSIB") and the person set out in the account opening form annexed to this Stock Options Trading Agreement ("the Client") whereby the Client is allowed to conduct Stock Options Trading ("Stock Options Account") on the Stock Exchange of Hong Kong Limited ("SEHK") and SCSIB agrees to provide Exchange Traded Options Business to the Client. Where any conflict arises between the Client's Agreement and the provisions of this Stock Options Trading Agreement, the provisions of the latter shall prevail.

本股票期權買賣協議乃是東吳證券國際經紀有限公司("東吳證券國際")與附錄於本股票期權買賣協議的帳戶開戶表格內的人士("客戶")簽訂的客戶協議("客戶協議")之補充,作為附件附錄在客戶協議之後。此協議允許客戶在香港聯合交易所("聯交所")進行股票期權買賣("股票期權帳戶"),而東吳證券國際同意向客戶提供交易所股票期權買賣的服務。倘若客戶協議之條款與本股票期權買賣協議之條款發生衝突,以後者之條款為準。

1. Definitions 釋義

1.1 Terms defined in this Stock Options Trading Agreement have the same meanings as in the Client Agreement or the Options Trading Rules of the SEHK unless stated otherwise.

本股票期權買賣協議中的術語具有與客戶協議或聯交所期權交易規則中的術語有同樣的含義,另有特別聲明者除外。

1.2 References to "Accounts" in the Client Agreement is deemed to include the Stock Options Account as established pursuant to this Stock Options Account Agreement.

客戶協議中所提到的"帳戶"將被視為包含根據本股票期權買賣協議建立的股票期權帳戶。

1.3 "Options Trading" means the purchase, closing, exercise, settlement and discharge of long options transactions and include writing of options through the Stock Options Account or otherwise creating any short open position.

"期權交易"是指期權長倉交易的購入、平倉、行使、結算以及解除,並包括通過期權帳戶沽出期權或建立任何未平倉空倉。

1.4 "Client Contract" has the meaning as defined in the Options Trading Rules of the SEHK which means a contract validly made at the time when an order in respect of an option series is matched by the Options System with another order in respect of that option series and incorporates the terms and conditions of the Standard Contract for a particular option series.

"客戶合約"具有與聯交所之期權交易規則中同樣的涵義,有效的期權合約是指期權系統將一個期權指示與關於這項期權的另外一個期權指示進行配對,並受到某一定期權之標準合約的條款及條件的制約。

1.5 "Options System" means the Options Trading System and the Options Clearing System and any other facility provided by the Exchange or SEOCH for the transaction of Exchange Traded Options Business.

"期權系統"是指期權交易系統、期權結算系統以及由交易所或聯交所期權結算所提供以進行「在交易所交易的期權業務」交易的任何其他設施。

1.6 "Standard Contract" means the standard terms and conditions applicable to an Options Contract as specified by the Exchange from time to time as set out in the Options Trading Rules.

"標準合約"是指載於期權交易規則而由交易所不時規定適用於某份期權合約的標準條款及條件。

1.7 "Exchange Traded Options Business" means business related to Options Contracts and all matters incidental to Options Contracts, including Contracts arising from Options Contracts pursuant to these Options Trading Rules and the Clearing Rules, exercise of Contracts, delivery obligations, Premium settlement and delivery of SEOCH Collateral.

"在交易所交易的期權業務"是指有關期權合約的業務,以及附帶於期權合約的一切事宜,包括根據此等期權交易規則及結算規則所訂立的期權合約而產生的合約、行使合約、交付責任、期權金交收,以及就按金交付聯交所期權結算所抵押品。

1.8 "Options Exchange Participant" means a person registered by the Exchange as either an Options Trading Exchange

Participant or an Options Broker Exchange Participant, as the context may require and "Options Exchange Participantship" shall be construed accordingly.

「期權經紀交易所參與者」是指根據此等期權交易規則在交易所註冊為期權經紀交易所參與者的人士，而「期權經紀交易所參與者資格」須相應地解釋。

2. Laws and Rules 法例及規則

- 2.1 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions ("Rules") applying to SCSIB. These Rules include the Options Trading Rules of SEHK, the Clearing Rules of the SEHK Option Clearing House Limited ("SEOCH") and the rules of the SCSIB. In particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, and SCSIB shall notify the Client of any such adjustments which affect Client Contracts to which the Client is a party. All actions taken by SCSIB, by the SEHK, by SEOCH or by the HKSCC in accordance with such Rules shall be binding on the Client.

所有交易所的期權業務都應遵守適用於東吳證券國際的所有法例、規則及監管指令(“規則”)。這些規則包括聯交所的期權交易規則、聯交所期權結算所(“期權結算所”)的結算規則，以及香港中央結算所的規則。特別是，期權結算所有權根據規則來調整合約的條款，同時東吳證券國際應將受影響客戶作為一方的客戶合約之任何此類調整通知客戶。由東吳證券國際、聯交所、期權結算所或香港中央結算所按這些規則而採取的一切行動對客戶都具有約束力。

- 2.2 The Client agrees that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between SCSIB and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

客戶同意相關期權系列的標準合約之條款將適用於由東吳證券國際與客戶簽訂的每份客戶合約，所有客戶合約都應按照這些規則來簽訂、行使、結算及解除。

This Stock Options Trading Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong;

本股票期權買賣協議受香港特別行政區的法律管限，並且根據香港特別行政區的法律予以執行。

3. Collateral 抵押品

- 3.1 The Client agrees to provide SCSIB with cash and/or securities ("such securities") and/or other assets ("Collateral") as may be agreed from time to time, as security for the Client's obligations to SCSIB under this Stock Options Trading Agreement. Such Collateral shall be paid or delivered as demanded by SCSIB from time to time. The amounts required by way of Collateral shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Client's open positions and delivery obligations, and further Collateral may be required to reflect changes in market value.

客戶同意不時的協定向東吳證券國際提供現金及/或證券(“該等證券”)及/或其他東吳證券國際資產(“抵押品”)，作為客戶根據本股票期權買賣協議對東吳證券國際所負責任的擔保。此抵押品應按照東吳證券國際的不時要求支付或提交。抵押品的金額應不少於(但可超過)規則中有關客戶未平倉持倉及交付責任的數額，並可能因應市值變動要求更多抵押品。

- 3.2 The Client shall on request provide SCSIB with such authority as SCSIB may require under the Rules to authorize SCSIB to deliver such securities, directly or through an Options Exchange Participant, to SEOCH as SEOCH Collateral in respect of Exchange Traded Options Business resulting from the Client's instructions to SCSIB; and SCSIB does not have any further authority from the Client to borrow or lend the Client's securities or otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any other purpose.

客戶將應要求給予東吳證券國際規則可能規定東吳證券國際須具有的授權，以授權東吳證券國際直接或透過另一名期權交易所參與者，交付該等證券予期權結算所，以作為期權結算所抵押品，從而進行源自該名客戶給予東吳證券國際指示的在交易所交易的期權業務；及東吳證券國際並沒有獲得客戶任何其他授權，從而借入或借出客戶的證券或為著任何其他目的以其他方式不再管有客戶的任何證券(但該等證券將給予客戶或得到客戶的指示的情況除外)。

4. Client default 客戶違約

4.1 If the Client fails to comply with any of the Client's obligations and/or to meet the Client's liabilities under this Stock Options Trading Agreement, including failure to provide Collateral, this will be treated as an Event of Default, SCSIB may at its discretion, without notice to the Client, to:

- (i) decline to accept further instruction from the Client in respect of Exchange Traded Options Business;
- (ii) close out some or all the Client's Client Contracts with SCSIB;
- (iii) enter into contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which SCSIB is exposed in relation to the Client's default; or
- (iv) dispose of Collateral, and apply the proceeds thereof to discharge the Client's liabilities to SCSIB. Any proceeds remaining after discharge of all the Client's liabilities to SCSIB shall be paid to the Client.

如果客戶未能根據本股票期權買賣協議履行本身的任何責任和/或償還客戶的任何債務，包括未能提供抵押品，這將構成失責事件，東吳證券國際可以在無須通知客戶之情況下：

- (i) 拒絕接受客戶就在交易所的期權業務給予的進一步指示；
- (ii) 將客戶與東吳證券國際之間的部份或所有客戶合約平倉；
- (iii) 訂立合約或進行證券、期貨或商品的交易，以履行所產生的責任或對沖東吳證券國際因客戶未有履行責任而須承擔的風險；或
- (iv) 處置保證金，並將該等處置所獲得收益清償客戶欠東吳證券國際的債務。任何於清償所有客戶欠東吳證券國際之債務後所剩下之收益須支付予客戶。

4.2 The Client agrees to pay interest on all overdue balances in its Stock Options Account (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as SCSIB may be notified the Client from time to time.

客戶同意按照東吳證券國際不時通知客戶的息率及其他條款，支付期權帳戶內所有未清償逾期欠款之利息（包括客戶被判定應償債項後所招致的利息）。

The Client agrees to SCSIB, and the SCSIB's employees and agents, against all losses and expenses resulting from breach of the Client's obligation under this Stock Options Trading Agreement, including costs reasonably incurred in collecting debts from the Client, and in closing the options account;

客戶同意賠償東吳證券國際或東吳證券國際的僱員及代理人所有因客戶違反本股票期權買賣協議規定其必須履行的責任而招致的損失及開支，包括因向客戶追收欠債及因終止期權帳戶而合理地招致的費用；

5. Contracts 合約

5.1 In respect of all options contracts effected on the Client's instructions, the Client will pay SCSIB, within the time period notified by SCSIB, premium, SCSIB's commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to the Client. SCSIB may deduct such premium, commissions, charges and levies from the Stock Options Account or any other account of the Client with SCSIB or any subsidiary, affiliated or associated company of SCSIB.

就按照客戶之指示已執行的所有期權合約，客戶將在東吳證券國際通知的期間內，付予東吳證券國際客戶已獲知會的期權金、東吳證券國際的佣金及其他任何費用以及聯交所規定適用的交易徵費；並且東吳證券國際可從期權帳戶或客戶在東吳證券國際或其任何附屬公司、相關聯營或相聯公司開立的其他帳戶中扣除該等期權金、佣金、費用及交易徵費。

5.2 SCSIB may place limits on the open positions or delivery obligation that the Client may have which will be notified to the Client from time to time.

東吳證券國際可隨時就客戶的未平倉持倉及交付責任訂定限額並不時通知客戶。

5.3 The Client acknowledges that:

- (a) SCSIB may close out Client Contracts to comply with position limits imposed by the SEHK;
- (b) if SCSIB goes into default, the default procedures of the SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between the Client and another Options Exchange Participant.

客戶確認:

- (a) 東吳證券國際可能會將客戶合約平倉以符合聯交所訂定的持倉限額；
- (b) 如果東吳證券國際失責，聯交所的失責處理程序可能會導致客戶合約被平倉，或由另一名期權交易所參與者與客戶所訂立的客戶合約所取代。

- 5.4 On exercise of a Client Contract by or against the Client, the Client shall perform the Client's delivery obligations under the relevant contract, in accordance with the Standard Contract and as notified by SCSIB.

客戶行使客戶合約或客戶合約被行使時，客戶應根據標準合約及按照其從東吳證券國際所獲通知，履行客戶根據有關合約須承擔的交付責任。

- 5.5 The Client acknowledges that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time. The Client may instruct SCSIB to override such an "automatically generated exercise instruction" before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

客戶確認，在有關到期日(但亦只限於有關到期日當日)，期權系統將就價內值百分比相等於或高於聯交所期權結算所不時釐定的標準的所有價內期權長倉未平倉合約，自動產生行使指示。客戶可指示東吳證券國際按照期權結算所的「結算運作程序」在有關到期日系統終止前，取消「自動產生行使指示」。

- 5.6 The Client acknowledges that SCSIB may, at the Client's request, agree to the Client Contracts between SCSIB and the Client being replaced, in accordance with the Rules by Client Contracts between the Client and another Options Exchange Participant.

客戶確認，如客戶提出要求，東吳證券國際可同意根據規則，以客戶與另一名期權交易所參與者訂立的客戶合約，取代東吳證券國際與客戶訂立的有關客戶合約。

- 5.7 The Client acknowledges that, although all Options Contracts are to be executed on the SEHK, the Client and SCSIB shall contract as principals under Client Contracts.

客戶確認，雖然所有期權合約均在聯交所執行，客戶及東吳證券國際在客戶合約中須以當事人身份訂立合約。

6. RISK DISCLOSURE STATEMENT AND DISCLAIMERS 風險披露聲明

Risk of trading futures and options

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your 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 orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，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。你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，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，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你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

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 the section on Futures 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.

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，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。你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“期貨”一節)。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。

出售(“沽出”或“賣出”)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，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來補倉。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的保證金責任(參閱上文“期貨”一節)。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。

Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you 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.

合約的條款及細則

你應向替你進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下你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。

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 you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair value”.

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。如果你賣出期權後遇到這種情況，你須承受的虧損風險可能會增加。

此外，相關資產與期貨之間以及相關資產與期權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”。

Deposited cash and property

You should familiarise yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

存放的現金及財產

如果你為在本地或海外進行的交易存放款項或其他財產，你應瞭解清楚該等款項或財產會獲得哪些保障，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，則可認定屬於你的財產將會如現金般按比例分配予你。

Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

佣金及其他收費

在開始交易之前，你先要清楚瞭解你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你可獲得的淨利潤(如有)或增加你的虧損。

Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管轄區進行交易

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，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，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你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，你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

Currency risks

The profit or loss in transactions in foreign currencydenominated contracts (whether they are traded in your 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.

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(不論交易是否在你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。

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. Your 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: you should ask the firm with which you deal for details in this respect.

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，而你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，你應向為你進行交易的商號查詢這方面的詳情。

Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

電子交易

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行，甚或完全不獲執行。

Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your 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 you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

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。為你進行交易的商號可能是你所進行的買賣的交易對手方。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，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

7. REPRESENTATION AND WARRANTIES 陳述和保證

7.1 The Client confirms that:

- (a) the Stock Options Account is operated solely for the Client's Account and benefit, and not for the benefit of any other person; or

- (b) the Client has disclosed to SCSIB in writing the name of the person(s) for whose benefit the Stock Options Account is being operated; or
- (c) the Client has requested SCSIB to operate the Stock Options Account as an Omnibus Account, and will immediately notify SCSIB, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

客戶確認：

- (a) 期權帳戶純粹為著客戶的帳戶及利益而並非為任何其他人的利益而運作；或
- (b) 客戶已向東吳證券國際書面披露某人的姓名或名稱(期權帳戶是為該某人的利益而運作)；或
- (c) 客戶已要求東吳證券國際以綜合帳戶運作期權帳戶，並會即時應要求通知東吳證券國際任何擁有客戶合約的最終實益權益人士的身份。

8. GENERAL 一般事項

8.1 SCSIB shall provide the Client, upon request, with the product specifications for Options Contracts.

東吳證券國際將應要求向客戶提供期權合約的產品細則。

8.2 If SCSIB fails to meet its obligation to the Client pursuant to this Stock Options Trading Agreement, the Client 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.

倘若東吳證券國際未能按照本股票期權買賣協議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>>設立的投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。

8.3 SCSIB is registered as an Options Trading Exchange Participant and the full name and contact details of SFC Licensed Representative who will be primarily responsible for the Client's affairs is stated in the Stock Options Account Opening Form.

東吳證券國際獲註冊為期權買賣交易所參與者，主要負責處理客戶的事務的證監會持牌代表的全名及聯絡詳情已列在股票期權帳戶開戶表格內。

SCSIB will keep information relating to the Client's options account confidential, but may provide any such information to the Commission, the SEHK and Hong Kong Exchanges and Clearing Limited to comply with their requirements or requests for information;

東吳證券國際將對客戶的期權帳戶的有關資料保密，但可提供任何該等資料予證監會、聯交所及香港交易及結算所有限公司(港交所)，以遵守證監會、聯交所及港交所的規定或滿足其索取資料的要求

SCSIB will notify the Client of material changes in respect of SCSIB's business which may affect the services SCSIB provide to the Client;

東吳證券國際的業務如果出現重大變化，因而可能會影響東吳證券國際向客戶所提供的服務，東吳證券國際將就此知會客戶；

The client confirms that the client has read and agrees to the terms of this Stock Options Trading Agreement, which have been explained to the client in a language that the client prefers;

客戶確認客戶已詳閱並同意有關本股票期權買賣協議的條款，且已經以客戶所選擇的語言向客戶加以闡釋；