帳戶名稱	
帳戶號碼	

信有道證券有限公司
Signal D Securities Limited

ASSET MANAGEMENT – DISCRETIONARY ACCOUNT AGREEMENT

資產管理 – 全權委託帳戶協議書

This Agreement made on _____(Date) between Signal D Securities Limited (“Signal D”) and _____ (“the Client”).

本協議由信有道證券有限公司（以下簡稱「信有道證券」）與_____ _____（以下簡稱「客戶」）於 _____（日期）訂立。

Whereas 鑒於:

The Client requests the opening of a discretionary account (“Account”) with Signal D, whose registered address is situated at Room 102, 1/F, Kai Wong Commercial Building, 222 Queen's Road Central. Sheung Wan, Hong Kong. Signal D, incorporated under the laws of Hong Kong Special Administrative Region (“HKSAR”), is a licensed corporation (CE No. BXP722) registered under the Securities and Futures Ordinance (“SFO”) to carry out Types 1, 4 and 9 regulated activities. The Client should read this Agreement in conjunction with the Client Agreement.
客戶申請在信有道證券開立全權委託帳戶（以下簡稱「帳戶」），信有道證券的註冊地址位於香港上環皇后大道中 222 啟煌商業大廈 1 樓 102 室。信有道證券是根據香港特別行政區（以下簡稱「香港特區」）法律註冊成立的持牌法團（中央編號：BXP722），並根據《證券及期貨條例》（以下簡稱「《條例》」）註冊以進行第 **1 類（證券交易）、第 4 類（就證券提供意見）及第 9 類（提供資產管理）**受規管活動。客戶應將本協議與《客戶協議》一併閱讀。

Except for those investments specified as “Restricted Investments” by the Client in Section C of this Agreement, the Client hereby authorizes Signal D to manage the assets of the Client of whatever nature and kind which may be deposited from time to time by the Client into the Account including, without limitation, monies, assets and other investments, as well as all reinvestments and proceeds of the disposal thereof, including, without limitation, all dividends and interest on investments, all appreciations thereof and additional investments but less any depreciations thereof and redemptions therefrom (the “Portfolio”).
除客戶在本協議 C 節中指定為「受限制投資」的投資項目外，客戶特此授權信有道證券管理客戶不時存入該帳戶的任何性質及種類的資產，包括但不限於款項、資產及其他投資，以及其所有再投資和處置所得款項，包括但不限於投資的所有股息和利息、所有增值及追加投資，但須扣除任何貶值及從中贖回的款項（以下簡稱「投資組合」）。

The Client authorizes Signal D Securities Limited to invest, manage and apply the Portfolio in its absolute discretion in accordance with the provisions of Clause 3 below, and without being required to consult with the Client or to obtain the Client's specific approval or authorization in respect of any transactions effected pursuant hereto.

客戶授權信有道證券根據下文第 3 條的規定，依其絕對酌情權對投資組合進行投資、管理和調配，而無須諮詢客戶，亦無須就根據本協議進行的任何交易取得客戶的具體批准或授權。

NOW IT IS HEREBY AGREED as follows 現特此將協議條款訂立如下：

1. THE ACCOUNT 帳戶

A. The Client confirms that the information provided in the Account Application Form is complete and accurate. The Client will inform Signal D of any changes to that information promptly. Signal D is authorized to conduct credit enquiries on the Client to verify the information provided (whether through a credit agency or otherwise).

客戶確認在《帳戶申請表》中提供的信息均為完整且準確。若該等信息有任何變更，客戶將及時通知信有道證券。信有道證券獲授權對客戶進行信貸查詢（無論是透過信貸機構或其他方式），以核實所提供的信息。

B. Whilst the Client expects Signal D to keep confidential all matters relating to his Account, the Client hereby expressly agrees that Signal D may disclose the Client's identity and particulars, details of transactions executed for and on behalf of the Client hereunder and any confidential information relating to the Client in compliance with applicable laws, rules and regulations, the requirements of or upon request for information from The Stock Exchange of Hong Kong Limited, The Futures Exchange of Hong Kong Limited or any other exchanges outside Hong Kong ("exchanges"), the Securities and Futures Commission ("SFC"), government agencies, any persons pursuant to any court orders or statutory provisions, and any member of the subsidiary, parent or affiliated companies of Signal D. Signal D will comply with such requests without further notices to or consent from the Client. This provision shall survive the termination of this Agreement.

雖然客戶期望信有道證券對與其帳戶相關的所有事項予以保密，但客戶特此明確同意，信有道證券可在符合以下情況時，披露客戶的身份及詳情、根據本協議為客戶及代表客戶執行的交易細節，以及與客戶相關的任何保密信息：遵守適用法律、法律實體及規例；符合香港聯合交易所有限公司、香港期貨交易所有限公司或任何其他香港

境外交易所（統稱「交易所」）、證券及期貨事務監察委員會（「證監會」）、政府機構的要求或其提出的資訊索取要求；根據任何法院命令或法定條款向任何人士披露；以及向信有道證券的任何子公司、母公司或聯屬公司的成員披露。信有道證券將配合此類要求，而無須進一步通知客戶或取得客戶的同意。本條款在本協議終止後依然有效。

C. Where the Client is a corporation or company, Signal D Securities Limited shall not be obliged to comply with any instruction otherwise than from such authorized persons notified in writing to Signal D Securities Limited by the Client from time to time.

若客戶為法人團體或公司，除客戶不時以書面形式通知信有道證券的授權簽署人所發出的指令外，信有道證券並無義務執行任何其他指令。

2. RIBUTIONS AND REDEMPTIONS 注資與贖回

A. The Client shall, upon opening of the Account(s), make investment to the Account(s) to be held in the Portfolio ("Investment") and may from time to time make further investments into the Account(s) to be held in the Portfolio ("Subsequent Investments").

客戶在開立帳戶時，應向該帳戶注入資金或資產以納入投資組合（統稱「投資」），且其後可不時向該帳戶追加資金或資產以納入投資組合（統稱「追加投資」）。

B. The Client may also request full or partial redemption of cash from the Portfolio by notice to Signal D. Subject to any specific instructions from the Client, Signal D shall realize as soon as practicable such part of the Portfolio as it, in its absolute discretion, considers appropriate to produce the relevant sum of cash for payment to the Client.

客戶亦可透過向信有道證券發出通知，申請從投資組合中全額或部分贖回現金。在沒有客戶特定指示的情況下，信有道證券應在可行情況下儘快變現其依絕對酌情權認為合適的投資組合部分，以籌集相關金額的現金支付予客戶。

3. INVESTMENT 投資

A. The Client authorizes Signal D to exercise the following powers in relation to the Portfolio as though it were the beneficial owner thereof:

客戶授權信有道證券就投資組合行使以下權力，猶如其為該等資產的實益擁有人：

i. to purchase and sell, in its absolute discretion, securities of every type and description, foreign currencies, metals and other commodities, futures contracts, options, investments of all kinds and financial products/instruments as listed on global exchanges and to convert the whole or part of the Portfolio into cash or deposits as soon as possible at the discretionary power of Signal D;

依其絕對酌情權，買賣在全球交易所上市的任何類型及種類的證券、外匯、金屬及其他商品、期貨合約、期權、各類投資及金融產品/工具，並可根據信有道證券的酌情決定權，儘快將全部或部分投資組合轉換為現金或存款；

ii. to select brokers or dealers as it shall from time to time think fit for the purpose of executing transactions on behalf of the Client;

依其不時認為合適的標準，選擇經紀商或交易商，以便代表客戶執行交易；

iii. to arrange for the completion of all such disposals and purchases as aforesaid and arrange for the transfer of all investments acquired on behalf of the Client either into the name of the Client or of a nominee on behalf of the Client and holds the investments in trust for the Client;

安排完成上述所有處置及買入交易，並安排將代表客戶取得的所有投資轉移至客戶名下，或轉移至代表客戶的代名人名下，且為客戶以信託方式持有該等投資；

iv. to exercise on behalf of the Client all rights (including voting rights) attached to or involved in the holding of any investments of the Portfolio;

代表客戶行使與持有投資組合中任何投資相關或涉及的所有權利（包括投票權）；

v. to arrange for the collection of all dividends, income and other distributions made in respect of any investments of the Portfolio;

安排收取就投資組合中任何投資所發放的所有股息、收入及其他分派；

vi. to subscribe for new issues of securities, to participate in the underwriting or sub-underwriting of any security or securities of whatsoever nature on behalf of the Client for the Portfolio and on such terms and conditions and at such times and in such manner as Signal D may, in its absolute discretion, think fit;

代表客戶的投資組合，並在信有道證券依其絕對酌情權認為合適的條款、條件、時間及方式下，認購新發行的證券，或參與任何性質的證券的包銷或分保銷；

vii. to comply with any law, regulation, code, rule, order, directive, notice or request of any government agency or regulatory body or authority or exchange (whether or not having the force of law) requiring the Client to take or refrain from action;

遵守任何政府機構、監管機構、當局或交易所的任何法律、法規、守則、規則、命令、指令、通知或要求（無論是否具有法律效力），以要求客戶採取或克制採取某些行動；

viii. generally to do all acts and things which are necessary for or incidental to the provision of services hereunder.

概括而言，採取為提供本協議項下服務所必需或附帶的所有行動及事宜。

B. The Client acknowledges and agrees that all transactions performed by Signal D in accordance with this Agreement (including, without limitation, orders placed with any group members of Signal D or any other brokers in accordance with this Agreement) shall be binding on the Client. The Client accepts all the risks arising from any of such transactions.

客戶知悉並同意，信有道證券根據本協議所執行的所有交易（包括但不限於根據本協議向信有道證券的任何集團成員公司或其他經紀商發出的訂單），均對客戶具有法律約束力。客戶接受由此類交易引起的全部風險。

C. The Client acknowledges that Signal D does not in any way guarantee the performance of the Portfolio and shall not be responsible for any loss sustained except where such loss arises out of its malicious acts and

omissions done or suffered in bad faith or through gross negligence, willful misconduct, willful neglect, default or breach of this Agreement in any manner materially adverse to the value of the Portfolio or with any applicable law or regulation or requirement of any regulatory body in the relevant jurisdictions.

客戶知悉，信有道證券絕不以任何方式保證投資組合的業績表現，且不對所遭受的任何損失負責，除非該等損失是由於其出於惡意並蓄意進行或容許的惡意行為及疏忽、或因重大過失、故意不當行為、故意懈怠、違約，或以任何對投資組合價值產生實質不利影響的方式違反本協議，或違反相關司法管轄區內任何監管機構的任何適用法律、規例或要求所致。

4. CUSTODIAN 託管人

A. The Client authorizes Signal D to exercise the following powers in relation to the Portfolio

客戶授權信有道證券就投資組合行使以下權力：

i. to open, maintain and operate one or more segregated sub-accounts with banks or other financial institutions, local or overseas counter parties in Signal D's name or CCASS account of Signal D, in which there shall be held all those assets, monies and other investments received by Signal D from or for the Account of the Client in respect of the Portfolio;

以信有道證券的名義或信有道證券的中央結算系統（CCASS）帳戶，在銀行或其他金融機構、本地或海外交易對手處開立、維護及操作一個或多個獨立的隔離分帳戶，用以存放信有道證券就投資組合向客戶收取或為客戶帳戶收取的全部資產、款項及其他投資；

ii. to collect, receive and deposit in such accounts all principal, income, interest, dividends or other distributions, proceeds of disposal and other payments received by Signal D in respect of the Portfolio;

收取、接收並將信有道證券就投資組合所收到的所有本金、收入、利息、股息或其他分派、處置所得款項及其他款項存入該等帳戶；

iii. to register all securities and other investments from time to time comprising the Portfolio in registerable form in the name of Signal D and/or the name of any nominee or agent as Signal D in its absolutes discretion, thinks fit;

將不時構成投資組合且具備可登記形式的所有證券及其他投資，依信有道證券的絕對酌情權認為合適的方式，登記於 Signal D 的名義及/或任何代名人或代理人的名義下；

iv. unless and until Signal D receives instructions to the contrary:

除非及直至信有道證券收到相反的指示，否則：

a. (to the extent that Signal D has actual notice thereof) to present for payments all those investments and other securities from time to time comprising the Portfolio which are called, redeemed or retired or otherwise become payable and all coupons and other income items which for the time being and from time to time comprise the Portfolio which call for payment upon presentation and hold the cash received by it upon such payment for the Portfolio;

（在信有道證券確實收到相關通知的範圍內）提示兌現不時構成投資組合的所有被催繳、贖回、收回或以其他方式到期應付的投資及其他證券，以及提示兌現當時及不時構成投資組合、且一經提示即可要求付款的所有息票及其他收入項目，並為投資組合持有因該等付款而收到的現金；

b. to collect all stock dividends, rights and similar securities issued with respect to any of those investments and other securities from time to time comprising the Portfolio;

收取就構成投資組合的任何投資及其他證券不時發放的所有股票股利（紅股）、認股权及類似證券；

c. to exchange interim receipts or temporary securities for definite securities;

將臨時收據或臨時證券更換為正式證券；

d. if there shall be a market thereof, to sell all subscription and other rights issued with respect to any of those investments and other securities from time to time comprising the Portfolio;
若存在相關市場，出售就構成投資組合的任何投資及其他證券不時發放的所有認購權及其他權利；

e. the Client hereby undertakes to Signal D that he will not acquire or authorize the acquisition of any partly paid asset or other investment unless the Client has set aside cash or other property acceptable to Signal D sufficient to provide for paying up any such security in full or for meeting such liability in full;
客戶特此向信有道證券承諾，其不會取得或授權取得任何未繳清（部分付清）的資產或其他投資，除非客戶已撥出足夠的現金或信有道證券接受的其他財產，以全額繳清該等證券或全額履行該等債務；

f. to appoint, without the need to give any notice to the Client, any affiliate or any bank or trust company or any member firm of any securities exchange as a sub-custodian of any cash, securities or other property for the time being and from time to time comprised in the Portfolio on such terms and conditions as Signal D may, in its absolute discretion, consider appropriate. Provided that such terms and conditions shall neither decrease nor increase the responsibilities or liability of Signal D under this Agreement. and;
無須向客戶發出任何通知，即可依信有道證券依其絕對酌情權認為合適的條款及條件，委任任何聯屬公司、任何銀行、信託公司或任何證券交易所的任何會員商號，作為投資組合內當時及不時包含的任何現金、證券或其他財產的次級託管人（Sub-custodian）。前提是該等條款及條件不得減少或增加信有道證券在本協議項下的責任或法律責任；以及;

g. to execute and deliver such certificates in connection with the transfer and/or delivery of monies and other investments and assets for the time being comprising the Portfolio and held by it as Custodian or by any third party nominated by Signal D as may be required under the laws of any jurisdiction to exempt from any tax or duty any such transfer and/or delivery which is otherwise entitled to be so exempted.

簽署並交付與當時構成投資組合且由其作為託管人（或由信有道證券指定的任何第三方）持有的款項、其他投資及資產的轉讓及/或交付相關的證明書，只要該等證明書是根據任何司法管轄區的法律所要求、用以豁免該等本應享有免稅資格的轉讓及/或交付之任何稅款或印花稅。

B. The parties acknowledge that the assets in the Portfolio so held by Signal D shall not form part of its own assets for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of Signal D's business or assets.
雙方確認，由信有道證券如此持有的投資組合資產，不構成其自身資產的一部分以用於破產或清算目的；一旦信有道證券的全部或任何部分業務或資產被委任臨時清算人、清算人或類似官員時，該等資產應立即歸還予客戶。

C. The Client hereby authorizes Signal D to withdraw any securities held in the Account(s) to sell them or to settle a sale order on behalf of the Client.
客戶特此授權信有道證券提取帳戶內持有的任何證券，以便將其出售或代表客戶結算（交收）銷售訂單。

D. The Client hereby authorizes Signal D to dispose any of the securities in settlement of any liability owed by or on behalf of the Client to Signal D.
客戶特此授權信有道證券處置（變賣）任何證券，以結清客戶或代表客戶欠付信有道證券的任何債務。

5. VALUATION AND STATEMENTS 估值與結單

A. Signal D shall as at the close of business on the last business day of each calendar month (the "Valuation Day") prepare a valuation as to the total market value of the Portfolio (the "Valuation").
信有道證券應於每個月最後一個營業日的收市時（以下簡稱「估值日」），就投資組合的總市值編製一份估值報告（以下簡稱「估值」）。

B. Signal D will prepare and send to the Client within 10 business days after each Valuation Day:
信有道證券將於每個估值日後的 10 個營業日內編製並寄送予客戶：

i. a copy of the Valuation as at the relevant Valuation Day prepared pursuant to the provisions of Clause 5.1; and

根據第 5.1 條（註：條文應指 5A 條）規定編製的截至相關估值日的估值報告副本；以及

ii. a statement made up to the Valuation Day in respect of the period since the immediately preceding Valuation Day showing the transactions effected on behalf of the Client, details of all income credited to and charges levied against the Portfolio (including all deductions by Signal D of fees and expenses) and the balance standing to the credit of the Client's Portfolio.

一份截至該估值日的結單，列明自上一個估值日以來該段期間內代表客戶執行的交易、計入投資組合的所有收入及向投資組合徵收的所有費用明細（包括信有道證券扣除的所有費用及開支），以及客戶投資組合的貸方餘額（資產淨值）。這部分條文包含一項對您非常重要的資產保護條款（B 款：若機構倒閉，您的資產具有追回權，不列入清算財產），但同時 D 款給予了機構在您欠款時直接變賣您股票的權利。

C. Signal D will conduct an annual review with the Client to review the performance of the Portfolio, discuss the Client's objectives to see whether the investment strategy is in line with the Client's objectives.

信有道證券將與客戶進行年度審查，以評估投資組合的業績表現，並討論客戶的投資目標，以檢視該投資策略是否符合客戶的目標。

6. FEES AND PAYMENT 費用與付款

A. The Client agrees to pay Signal D a management fee ("Management Fee") on a monthly/quarterly/annual basis and a performance fee ("Performance Fee") monthly/quarterly/annually, in each case to be calculated in the manner set out in the Section A and Section B hereto.

客戶同意按月/按季/按年向 Signal D 支付管理費（以下簡稱「管理費」），並按月/按季/按年支付表現費（以下簡稱「表現費」），兩者均須按照本協議 A 節及 B 節所載的方式進行計算。

B. In respect of each redemption made by the Client pursuant to Clause 2 Part B within 12 calendar months of the date of this Agreement, the Client shall pay to Signal D a redemption fee ("Redemption Fee") calculated at the rate of _____% on the amount to be redeemed from the Portfolio. The Client hereby authorizes Signal D to

deduct the Redemption Fee payable by the Client to Signal D from the Portfolio.

若客戶根據第 2 條 B 部分的規定，在本協議簽訂之日起 12 個月內進行任何贖回，客戶應向 Signal D 支付贖回費（以下簡稱「贖回費」），費用按擬從投資組合中贖回金額的 _____% 計算。客戶特此授權 Signal D 從投資組合中扣除客戶應付予 Signal D 的贖回費。

C. The calculation by Signal D of the Management Fee, the Performance Fee and the Redemption Fee (as the case may be) shall be final and conclusive except in the case of manifest error.

由信有道證券計算的管理費、表現費及贖回費（視情況而定）應為最終及具決定性的結果，唯明顯錯誤（Manifest Error）則除外。

D. The Client agrees to pay or reimburse all costs and expenses including, but not limited to, all taxes, duties, levies, commissions, safe-keeping charges and legal fees, in connection with the Portfolio.

客戶同意支付或償還與投資組合相關的所有成本及開支，包括但不限於所有稅項、印花稅、徵費、佣金、託管費及法律費用。

E. Signal D may deduct from any monies held on the Account (including without limitation, any interest accrued on such monies) such amounts as are necessary from time to time to settle or partially settle all of the Client's outstanding liabilities owed to Signal D (including any amounts and fees referred to in this Clause 6) and the fees and charges levied by Signal D in relation to the transaction(s).

信有道證券可從帳戶中持有的任何款項（包括但不限於該等款項所產生的任何應計利息）中，扣除不時用以結清或部分結清客戶欠付信有道證券的所有未償還債務所需的金額（包括本第 6 條中所指的任何金額及費用），以及信有道證券就相關交易收取的費用及收費。

7. LIEN AND SET OFF 留置權與抵銷權

A. Any monies and other assets for the time being comprised in the Portfolio and held in the Account(s) shall be subject to a continuing lien for the payment of all of the Clients obligations hereunder.

當時構成投資組合且存放於帳戶內的所有款項及其他資產，均須受持續留置權約束，用以償付客戶在本協議項下的所有責任。

B. Notwithstanding any other provisions herein, the Client hereby authorizes Signal D at any time and from time to time, without notice to the Client, to set-off, sell, realize or liquidate any or all of the investments in such manner as Signal D thinks fit and apply the net proceeds thereof against any or all of the clients obligations to Signal D, now or hereafter existing whether under this Agreement and/or any investment or contract hereunder. The Client further authorizes Signal D to dispose of any securities held for the Client for the purpose of settling any of the amounts payable by the Client to Signal D.

儘管本協議有任何其他規定，客戶特此授權信有道證券可在任何時候及不時，在無須通知客戶的情況下，以信有道證券認為合適的方式抵銷、出售、變現或清算任何或所有投資，並將其所得淨收益用於抵償客戶對信有道證券的任何或所有目前或日後存在（無論是根據本協議及/或本協議項下的任何投資或合約所產生）的債務。客戶進一步授權信有道證券處置為客戶持有的任何證券，以結清客戶應付予信有道證券的任何金額。

8. SOFT COMMISSIONS 軟佣金（非金錢利益）

A. Subject to any laws and regulations, the Client agrees that Signal D 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 commissions, rebates or similar payments or services received in connection therewith, and rebates from standard commissions charged by brokers (including from any affiliates of Signal D) or other agents to their clients. Signal D shall also, at its absolute discretion, be entitled to offer 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 benefit relating to commissions or similar payments in connection therewith.

在符合任何法律及規例的前提下，客戶同意信有道證券有權依其絕對酌情權，索取、接受並留存與根據本協議條款及在符合本協議條件下為客戶與任何人士進行的任何交易相關的任何利益，包括與此相關而收取的任何佣金、回扣或類似款項或服務，以及經紀商（包括信有道證券的任何關聯公司）或其他代理人向其客戶收取的標準佣金回扣。信有道證券亦有權依其絕對酌情權，提供與根據本協議條款及在符合本協議條件下為客戶與任何人士進行的任何交易相關的任何利益，包括與此相關的佣金或類似款項的任何利益。

B. For the purposes of Clause 8 Part A, the benefits that may be retained by Signal D may include research and advisory services, economic portfolio analysis including valuation and performance measurement, market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment related publications.

就第 8 條 A 部分而言，信有道證券可留存的利益可包括：研究及諮詢服務、經濟投資組合分析（包括估值及表現衡量）、市場分析、數據及報價服務、與上述商品及服務附帶的電腦硬件及軟件、結算及託管服務，以及與投資相關的出版物。

C. In all cases where any benefits are retained by Signal D, Signal D shall ensure that transaction execution is consistent with best execution standards and that any brokerage borne by the Client does not exceed customary institutional full service brokerage rates for such transactions.

在信有道證券留存任何利益的所有情況下，信有道證券應確保交易執行符合最佳執行標準（Best Execution），且由客戶承擔的任何經紀佣金不得超過此類交易通常的機構全方位服務經紀佣金率。

9. JOINT ACCOUNTS 聯名帳戶

A. If the Account is a joint account, each of the Client signing this Agreement (each a "joint account-holder") agrees that each joint account-holder will have authority in respect of the Account and this Agreement to deal with Signal D as if each joint account-holder was the sole owner of the Account without notice to the other joint account-holder(s). Any notice from Signal D to any joint account-holder is deemed to be notice to all joint account-holders. Each joint account-holder is jointly and severally liable for all obligations arising under the Account or this Agreement.

若本帳戶為聯名帳戶，簽署本協議的每位客戶（各稱「聯名帳戶持有人」）均同意，每位聯名帳戶持有人均對本帳戶及本協議擁有操作權限，可與信有道證券進行交易，猶如其為本帳戶的唯一所有人一樣，且無須通知其他聯名帳戶持有人。信有道證券向任何一位聯名帳戶持有人發出的任何通知，均被視為已向所有聯名帳戶持有人發出通知。每位聯名帳戶持有人對本帳戶或本協議項下產生的所有義務承擔連帶及個別法律責任（Joint and Several Liability）。

B. Signal D may act on the instructions of any of the joint account-holders concerning the Account but is under no obligation to do so. Signal D is not obliged to inquire into the purpose or propriety of any instructions received from any joint account-holder. Neither Signal D nor any of its officers, employees or agents will incur any liability in connection with acting on such instructions. Signal D reserves the right at its discretion to require written instructions from all joint account-holders.

信有道證券可根據任何一位聯名帳戶持有人關於本帳戶的指令採取行動，但並無義務必須這樣做。信有道證券無義務調查從任何聯名帳戶持有人處收到的任何指令的目的或妥當性。信有道證券及其任何高級職員、員工或代理人均不因根據該等指令採取行動而承擔任何法律責任。信有道證券保留依其酌情權要求所有聯名帳戶持有人提供共同書面指令的權利。

C. If the joint account-holders hold the Account as tenants in common, notification should be provided to Signal D in writing. Otherwise, Signal D is entitled to presume that the joint account-holders expressly intend to hold as joint tenants with rights of survivorship.

若聯名帳戶持有人是以分權共有人（Tenants in Common）形式持有帳戶，應以書面形式通知信有道證券。否則，信有道證券有權推定聯名帳戶持有人明確意圖以聯產共有人（Joint Tenants）形式持有，並享有天長地久生存者取得權（Rights of Survivorship，即一方身故，資產全歸生還者）。

D. In the event of death of any of the joint account-holders who hold as joint tenants, the surviving joint account-holder(s) must immediately notify Signal D in writing. The entire interest of the deceased in this Agreement and any Account will be automatically vested in the surviving joint account-holder(s). The estate of the deceased joint account-holder will have no interest therein, but will together with each surviving joint account-holder be jointly and severally liable to Signal D in respect of all liability incurred prior to the death of the deceased.

若以聯產共有人（Joint Tenants）形式持有的任何聯名帳戶持有人身故，在世的聯名帳戶持有人必須立即以書面通知信有道證券。已故者在本協議及任何帳戶中的全部權益將自動歸屬於在世的聯名帳戶持有人。已故聯名帳戶持有人的遺產承辦人對此將不享有任何權益，但其遺產將與每位在世的聯名帳戶持有人一起，就已故者身故前所產生的所有債務，向信有道證券承擔連帶及個別法律責任。

10. LIABILITY AND INDEMNITY 法律責任與賠償

A. Signal D will not be responsible for any performance, non-performance, error, delay, neglect or default by Signal D or custodian or affiliated or non-affiliated sub-agent in respect of this Agreement or any transaction contemplated hereunder, nor will Signal D be liable for any loss incurred by reason of any cause(s) beyond its control except where it can be demonstrated that Signal D's action or in-action constituted gross negligence or willful disregard of the usual care exercised by financial institutions in rendering investment management services.

信有道證券不對自身、託管人、關聯或非關聯的次級代理人就本協議或本協議項下擬進行的任何交易所發生的任何表現、不表現、錯誤、延誤、疏忽或違約負責；信有道證券亦不對因其無法控制的任何原因而導致的任何損失承擔法律責任，除非能夠證明信有道證券的行動或不作為構成了重大過失（Gross Negligence），或蓄意無視（Willful Disregard）金融機構在提供投資管理服務時所行使的通常謹慎責任。

B. The Client agrees to fully indemnify Signal D and its officers, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the gross negligence or willful disregard of the usual care exercised by financial institutions in rendering investment management services) which any of them may incur or suffer pursuant to or in connection with Signal D in performing its obligations or duties hereunder or any failure by the Client to observe the provisions of, or perform its obligations under, this Agreement.

客戶同意，對於信有道證券及其高級職員、員工和代理人因根據本協議履行其義務或職責，或因客戶未能遵守本協議條款或履行其在本協議項下的義務，而可能引起或遭受的任何及所有任何形式或性質的法律責任、義務、損失、損害、罰款、訴訟、判決、訴訟案、成本、開支或支出（因重大過失或蓄意無視金融機構在提供投資管理服務時所行使的通常謹慎責任而導致的除外），向彼等作出全面賠償並使其免受損害。

C. The Client agrees, and undertakes that during the term of this Agreement, at its own expense and when requested by Signal D, to promptly do and execute, or cause to be done and executed, such acts and documents as may be necessary or desirable in Signal D’s opinion to give full effect to the rights, remedies or powers conferred under this Agreement.

客戶同意並承諾，在本協議有效期內，應自付費用並在信有道證券提出要求時，及時採取和簽署（或促使採取和簽署）信有道證券認為屬必要或理想的行動和文件，以使本協議項下賦予的權利、補救措施或權力獲得充分發揮與執行。

11. CONFLICTS OF INTEREST 利益衝突

A. Signal D may affect transactions in which Signal D has, directly or indirectly, a material interest or a potential conflict with Signal D's duties to the Client. Signal D shall not be liable to account to the Client for any profit, commission or remuneration made or received from or by reason of such transactions nor will the fees set out in Clause 6, unless otherwise provided, be abated provided that Signal D shall ensure that such transactions are effected on terms which are not materially less favorable to the Client than if the potential conflict had not existed.

信有道證券可執行信有道證券在其中直接或間接擁有重大權益、或與信有道證券對客戶履行的職責存在潛在衝突的交易。信有道證券無須向客戶交代因該等交易而賺取或收取的任何利潤、佣金或報酬，且除非另有規定，否則第 6 條所列的費用亦不會因此減少；前提是信有道證券應確保該等交易的執行條款，對客戶而言實質上不遜於潛在衝突不存在時的條款。

B. Without prejudice to the generality of the foregoing Signal D or any affiliate may act on behalf of the issuer of the investment concerned (such as lead manager, selling group member or underwriter); may be the issuer of the investment concerned; may have a holding or dealing position in the investment concerned; or (unless otherwise agreed between the parties hereto) may buy or sell the investment concerned as principal or otherwise act as principal in any dealing. Except where Signal D acts as principal, it will act as the Client's agent. Signal D may also execute transactions or exchange currencies through an affiliate.

在不損害上述一般性原則的前提下，信有道證券或任何聯屬公司：可代表相關投資的發行方採取行動（例如擔任牽頭經辦人、銷售小組成員或包銷商）；可以是相關投資的發行方；可在相關投資中擁有持倉或交易部位；或（除非本協議雙方另有約定）可以主事人（Principal）身份買賣相關投資，或在任何交易中以主事人身份採取行動。除信有道證券以主事人身份採取行動外，其將作為客戶的代理人。信有道證券亦可透過聯屬公司執行交易或進行貨幣兌換。

C. Signal D may be restricted from dealing for the account of the Client in transactions in which Signal D may have non-public information.

若信有道證券可能擁有非公開重大資訊（內幕消息），信有道證券在為客戶帳戶執行該等交易時可能會受到限制。

D. Nothing in this Agreement shall prevent Signal D from accepting similar appointments by or providing similar services to any other persons.

本協議中的任何規定均不得阻止信有道證券接受任何其他人士的類似委任，或向其提供類似服務。

12. NOTICE AND COMMUNICATION 通知與通訊

A. All notices, demands, statements and any other communications and documents (collectively "Communications") required or permitted to be given to the Client may be sent by hand, post, facsimile, telephone or electronic mail to the address for Communications specified in the Account Application Form or as notified to Signal D from time to time. All Communications shall be deemed to have been received by the Client:

要求或允許向客戶發出的所有通知、催繳單、結單及任何其他通訊與文件（統稱「通訊」），均可透過專人送遞、郵寄、傳真、電話或電子郵件，發送至客戶在《帳戶申請表》中指定的或不時通知信有道證券的通訊地址。所有通訊在以下情況下應被視為客戶已收到：

a. 48 hours after posting domestically if sent by post and;

若以郵寄方式發送，於本地郵寄後 48 小時；以及

b. at the time of transmission from Signal D if delivered by facsimile, telephone or electronic mail;

若透過傳真、電話或電子郵件發送，於信有道證券發出傳輸之時。

and no such Communications need to be signed on behalf of Signal D. Every transaction indicated or referred to in Communications given by Signal D shall be deemed as conclusive and ratified and confirmed by the Client unless Signal D received the Client written notice to the contrary in the manner as aforementioned, within seven days from the time communication is given. Signal D shall in no circumstances be held responsible for delays

or failure in transmission or instruction due to breakdown of communication facilities or for any other matter beyond reasonable control of Signal D.

且此類通訊均無須由信有道證券代表簽署。除非信有道證券在上述通訊發出之日起的 **7** 天內，收到客戶以上述方式發出的相反書面通知，否則信有道證券在通訊中指明或提及的每筆交易，均應被視為最終確定的結果，並已獲得客戶的認可與確認。在任何情況下，信有道證券均不對因通訊設施故障或超出信有道證券合理控制範圍的任何其他事項，而導致的傳輸或指令延誤或失敗承擔責任。

B. Any notice or communication given by email or facsimile must be promptly confirmed to Signal D by a written version thereof in substantially identical terms and bearing a live signature but prior to Signal D's receipt of such confirmation Signal D shall be entitled not to act on such email or facsimile notice and/or instruction.

透過電子郵件或傳真發出的任何通知或通訊，必須及時向信有道證券提交一份條款基本相同並帶有親筆簽名（Live Signature）的書面版本以作確認；但在 信有道證券收到該確認之前，信有道證券有權不根據該電子郵件或傳真通知及/或指令採取行動。

C. Signal D reserves the right to require written confirmation of any verbal instructions given by the Client and shall not be obliged to carry out such instructions until such written confirmation shall have been received by Signal D.

信有道證券保留要求對客戶發出的任何口頭指令進行書面確認的權利，且在 信有道證券收到該書面確認之前，並無義務執行該等指令。

D. Signal D and the Client agree and undertake to notify the other in the event of any material change to the information provided in this Agreement and the Account Application Form within thirty (30) days of such change.

信有道證券與客戶同意並承諾，若本協議及《帳戶申請表》中提供的信息發生任何實質性變更，應在變更發生後三十（30）天內通知對方。

13. TERMINATION 終止合約

A. This Agreement may be terminated by either party in any of the following events:

發生以下任何事件時，任何一方均可終止本協議：

i. giving to the other not less than thirty (30) days' written notice;

向對方發出不少於三十（30）天的書面通知；

ii. If either party is in breach of any of the terms and conditions of this Agreement and fails to remedy the same within thirty (30) days of being required by the other party to do so;

若任何一方違反本協議的任何條款及條件，且在收到對方要求糾正的通知後三十（30）天內未能予以糾正；

iii. If either party: 若任何一方：

i. (in the case of a corporate entity) becomes insolvent, goes into liquidation, presents or is presented with a petition for or passes a resolution for winding up, either compulsory or voluntary (save for the purposes of reconstruction, merger or amalgamation), or makes any arrangement with its creditors or any assignment for the benefit of creditors, or if a receiver, liquidator or manager has been appointed in respect of all or any of its business or undertaking, or if any event occurs the effect of which is analogous to any of the foregoing; or

（屬法人團體） 破產、進入清算程序、提交或被提交清算呈請書、或通過強制或自願清算的決議（因重組、合併或聯合目的除外）、或與其債權人達成任何安排、或為債權人的利益進行任何轉讓，或者其全部或任何部分業務或承諾已委任接管人、清算人或經理人，或發生與上述任何一項具有類似效果的任何事件；或

ii. (in the case of an individual) has a petition in bankruptcy filed by or against him/her, or is declared bankrupt.

（屬個人） 由其自身或針對其提起破產呈請，或被宣告破產。

B. In addition, Signal D shall be entitled to terminate this Agreement immediately by giving notice in writing to the Client without any liability whatsoever and without any prejudice to any other rights or remedies for the loss or damage if the Client shall at any time: 此外，若客戶在任何時候發生以下情況，信有道證券有權立即透過向客戶發出書面通知來終止本協議，而無須承擔任何法律責任，且不損害其就損失或損害享有的任何其他權利或補救措施；

i. commits any act which in the opinion of Signal D is likely to bring Signal D or its affiliate or any of the officers or other employees into disrepute;

實施了信有道證券認為可能導致信有道證券或其聯屬公司、或任何高級職員或其他員工聲譽受損的任何行為；

ii. is likely to cause annoyance, inconvenience or anxiety to Signal D or any of its directors, officers or employees whether directly or indirectly or would have the effect of creating trouble; and/or
可能直接或間接地對信有道證券或其任何董事、高級職員或員工造成煩擾、不便或焦慮，和/或會產生製造麻煩的效果；及/或

iii. is of a menacing character.
帶有威脅性性質。

C. Termination of this Agreement shall not affect or prejudice the respective rights, obligations, liabilities, powers or remedies of Signal D which shall have fallen due or accrued prior to such termination including any fees or expenses properly accrued and due to Signal D pursuant to this Agreement on the date of termination.
本協議的終止不應影響或損害信有道證券在該終止前已到期或應計的各自權利、義務、法律責任、權力或補救措施，包括截至終止之日根據本協議合理應計且應付予信有道證券的任何費用或開支。

D. All fees and expenses properly accrued and due to Signal D up to the effective termination date shall be paid out of the Portfolio on a pro-rata basis to Signal D before returning the assets to the Client.
截至實際終止日期為止所有合理應計且應付予 Signal D 的費用及開支，在將資產歸還予客戶之前，應按比例從投資組合中扣除並支付予 Signal D。

E. The Client must immediately notify Signal D in writing upon the occurrence of any event as described in Clause 13 Part A Section iii above, and this Agreement shall remain in force until Signal D has received such notice and exercises its right of termination under Clause 13 Part A.

一旦發生上述第 13 條 A 部分第 iii 節所述的任何事件，客戶必須立即書面通知信有道證券；本協議將保持有效，直至信有道證券收到該通知並根據第 13 條 A 部分行使其終止權為止。

F. On termination of this Agreement Signal D shall forthwith transfer all the investments into the name of the Client (or as the Client or the authorized person appointed by the Client shall direct) and Signal D shall do such things or take such actions as are necessary to give effect to or facilitate such transfers.

本協議終止時，信有道證券應立即將所有投資轉移至客戶名下（或根據客戶或客戶委任的授權人所指示的名義），且信有道證券應採取必要行動以落實或便利該等轉讓。

14. GENERAL PROVISIONS 一般條款

A. Signal D may assign, transfer or otherwise dispose of all or any of its rights, obligations and benefits under this Agreement to any of its subsidiaries or affiliates without giving the Client notice, or to any other entity upon prior written notice to the Client. The Client may not assign, transfer or otherwise dispose of all or any of its rights, obligations and benefits under this Agreement without Signal D's prior written consent.

信有道證券可在無須通知客戶的情況下，將其在本協議項下的全部或任何權利、義務及利益轉讓、移轉或以其他方式處置予其任何子公司或聯屬公司；或在事先書面通知客戶的情況下，轉讓予任何其他實體。未經信有道證券事先書面同意，客戶不得轉讓、移轉或以其他方式處置其在本協議項下的全部或任何權利、義務及利益。

B. The Client agrees that this Agreement and all the terms hereof shall be binding upon the Client's heirs, executors, administrators, personal representatives, successors and permitted assigns. This Agreement shall ensure to the benefit of Signal D and its successors, assigns and agents.

客戶同意本協議及其所有條款均對客戶的繼承人、遺囑執行人、遺產管理人、個人代表、繼任人及經許可的受讓人具有法律約束力。本協議應確保信有道證券及其繼任人、受讓人和代理人的利益。

C. To the extent permitted by law, Signal D may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying the Client in accordance with Clause 13.

在法律允許的範圍內，信有道證券可根據第 13 條的規定通知客戶，不時修訂或補充本協議的任何條款及條件（無論是透過在本協議中增加附表或其他方式）。

D. Waiver of any right under this Agreement must be in writing signed by the party waiving such right. Signal D will not be regarded as having waived any right under this Agreement if it fails or delays in exercising such right. Any single or partial exercise of any right under this Agreement will not preclude any further exercise of such right or the exercise of any other right. A party who waives any breach of any provision of this Agreement will not be regarded as having waived any subsequent breach of that provision or any other provision.

放棄本協議項下的任何權利必須以書面形式由放棄該權利的一方簽署。信有道證券未能或延遲行使本協議項下的任何權利，不應被視為放棄該權利。單次或部分行使本協議項下的任何權利，並不妨礙日後進一步行使該權利或行使任何其他權利。一方放棄追究違反本協議任何條款的行為，不應被視為放棄追究該條款或任何其他條款隨後的違約行為。

E. If any provision or part of a provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, the other provisions or parts of such provisions will not be affected and will remain in full force and effect. The legality, validity and enforceability of the whole of this Agreement will also not be affected in any other jurisdiction.

若本協議的任何條款或條款的一部分在任何司法管轄區被裁定為違法、無效或不可執行，本協議的其他條款或該等條款的其他部分將不受影響，且依然具有充分效力。本協議整體的合法性、有效性及可執行性在任何其他司法管轄區亦不受影響（條款可分割性）。

F. This Agreement, together with all other written agreements between the Client and Signal D related to the Client's Account(s) and terms contained on statements and confirmations sent to the Client, contains the entire understanding between the Client and Signal D concerning the subject matter of this Agreement.

本協議連同客戶與信有道證券之間與客戶帳戶相關的所有其他書面協議，以及寄送給客戶的結單和確認書中所包含的條款，構成了客戶與信有道證券之間就本協議主題事項的完整理解與全部協議（完整協議條款）。

G. The Client acknowledges and confirms that if there is any conflict or discrepancy between the English and Chinese versions of this Agreement, the English version will prevail.

客戶知悉並確認，若本協議的英文版本與中文版本有任何衝突或歧異，概以英文版本為準。

H. The headings herein are set out for easy reference only and shall have no legal effect. Terms in the singular shall mean the plural and terms in the plural shall mean the singular.

本協議中的標題僅供便於查閱之用，不具備法律效力。單數詞彙應包含複數含意，複數詞彙亦應包含單數含意。

15. LAW AND JURISDICTION 法律與司法管轄權

Declaration and Signature

This Agreement shall be governed by and construed in accordance with the Laws of HKSAR and the parties shall submit to the exclusive jurisdiction of the Hong Kong courts. Declaration and Signature I/We have read and understand the content of this Discretionary Agreement and agree to be bound by its terms and conditions.

聲明與簽署

本協議應受香港特別行政區（香港特區）法律管轄，並按其詮釋。雙方應受香港法院的專屬司法管轄權管轄。本人/吾等已閱讀並理解本《全權委託帳戶協議書》的內容，並同意受其條款及條件約束。

Client acknowledges and agrees to the terms and conditions in this Agreement:

客戶知悉並同意本協議中的條款及條件：

Signed By 簽署人: _____

Name of Client 客戶姓名/名稱: _____

Date 日期: _____

SCHEDULE (A) - Rate Schedule 附件 (A) – 費率級別表

A. Discretionary Management Asset 全權委託管理資產

Initial Value 初始價值 = HK$ _____ 港元

B. Fee Scale 收費標準

i. Initial Setup Fee on new capital put into the Discretionary Management Account:
投入全權委託管理賬戶的新資本的初始設置費:

_____% of new assets 新資本的百分比

ii. Annual Management Fee on Discretionary Management Asset:
全權委託管理資產的年度管理費:

_____% p.a. of Net Assets Value (NAV)* 每年資產淨值（NAV）的百分比

* NAV is calculated by averaging the month end portfolio values which make up the quarter in which the fee is being calculated of the Discretionary Management Asset.
資產淨值的計算是將構成全權委託管理資產費用計算季度的月末投資組合價值取平均值。

iii. Charges and out-of-pocket expenses: include brokerage commission, custodian fee, remittance charges and others.
費用及自付費用：包括經紀佣金、託管費、匯款費用及其他。

iv. Annual Performance Fee on Discretionary Management Asset which is equal to _____% per annum of the excess income/ gain, over the initial Discretionary Management Asset or the highest total net asset value at all preceding year-ends, on a high-on-high basis i.e. “High water mark” approach.
全權委託管理資產的年度表現費用，等於每年超過初始全權委託管理資產或之前的年末總資產淨值最高值的收入/收益的____%，按資產淨值新高點計算，即「高水位」方法。

SCHEDULE (B) - Investment Policy Statement 附件 (B) – 投資政策聲明

A. Portfolio Description 投資組合描述 :

i. Initial Investment Amount 初始投資金額: _____

ii. Investment Objective 投資目標: _____

iii. Risk Level 風險等級: _____

iv. Products 投資產品種類: _____

B. Fees and Charges 費用與收費

i. Management fee 管理費

= _____% on _____ basis 按（計算 / 結算）基準

ii. Performance fee 表現費

= _____% on _____ basis 按（計算 / 結算）基準

iii. Redemption fee 贖回費

= _____% on the amount to be redeemed 按贖回金額的百分比收

iv. Commissions 佣金

Stocks 股票 = (_____% and minimum 且最低收費為_____)

Bonds 債券 = (_____% and minimum 且最低收費為_____)

Funds 基金 = (_____% and minimum 且最低收費為_____)

Others 其他: _____

C. Investment Strategies 投資策略

i. _____

_____

ii. _____

_____

D. Risk Management 風險管理

i. Trading Limit

交易限額: _____

ii. Position limit

持倉限額: _____

iii. Cut-loss level

止損水平: _____

iv. Hedging method

對沖方法: _____

v. Hedges cover ratio

對沖覆蓋率: _____

E. Restricted Investments 受限制投資項目

Please specify restrictions to investments including regions, asset classes, sectors or other specific criteria to avoid any doubt:

請說明對投資的限制，包括地區、資產類別、行業或其他特定標準，以避免任何疑義:

_____

_____

SCHEDULE (C) - Disclaimer　附件 (C) –免責聲明

A. Investments involve risks, involving the possible loss of principal amount invested. Past Performant is not indicative of futures results, prices can go up or down. Investors investing in products denominated in non-local currency should be aware of the risks of exchange rate fluctuation that may cause a loss of principal when the foreign currency is converted back to the investors' home currency.

投資涉及風險，包括可能損失所投資的本金。過往業績並不代表未來表現，價格可升可跌。投資於非本地貨幣計價產品的投資者，應注意匯率波動的風險——當外幣兌換回投資者的本國貨幣時，可能會導致本金虧損。

B. Both parties understand the purpose of this authorization, investment objective and risk appetite. The authorized person of discretionary account to make investment decision should base on the above consideration. Investment objectives are overall objectives for the entire Account and may be inconsistent with the position holding and the Account's performance at any time.

雙方均理解本授權的目的、投資目標及風險偏好。全權委託帳戶的授權人（操盤手）在作出投資決定時，應以此為考量依據。投資目標是指整個帳戶的總體目標，在任何時候均可能與當時的持倉部位及帳戶的業績表現不一致。

C. If there is any inconsistency or ambiguity between the English version and the Chinese version in this document, the English version shall prevail.

本文件之英文版本與中文版本如有任何歧異或模糊之處，概以英文版本為準。

Name of Client		**Name of Licensed Person**	
客戶姓名/名稱：	_____	**持牌人姓名：**	_____
Client Signature		**Licensed Person Signature**	
客戶簽署：	_____	**持牌人簽署**	_____
Date 日期：	_____	**Date 日期：**	_____
		SFC CE No. 證監會中央編號：	_____