

Account Name: \_\_\_\_\_ Account No.: \_\_\_\_\_ Ref No.: DI/\_\_\_\_\_  
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CES Capital International (Hong Kong) Co., Limited  
**東航國際金融(香港)有限公司**  
(香港證監會中央編號 AGT955 持牌法團)

**DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT**

**全权委托投资管理协议**



22/F Jubilee Centre, 18 Fenwick Street, Wan Chai, Hong Kong  
香港灣仔分域街 18 號捷利中心 22 樓全層

Client Name 客户名称: _____	Account No 客户账号: _____
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Custodian: see Schedule 6 保管银行: 见附表 6	Custodian Bank A/C No.: see Schedule 6 保管银行户口: 见附表6
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## RECITALS 叙文

A. CES Capital International (Hong Kong) Co., Ltd. (“CES Capital (HK)”) is registered with the Securities and Futures Commission (“SFC”) as a licensed corporation under the Securities and Futures Ordinance (Cap 571 of The Laws of Hong Kong) to conduct regulated activities Type 1 (dealing in securities), Type 2 (dealing in future contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (advising on securities), Type 5 (advising on future contracts) and Type 9 (asset management). (SFC CE No.: AGT955)

东航国际金融（香港）有限公司（「东航金融」）是根据香港法例第571章证券及期货条例在证券及期货事务监察委员会（「证监会」）注册的持牌法团，可进行第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第5类（就期货合约提供意见）及第9类（提供资产管理）的受规管活动。（证监会中央编号：AGT955）

B. The Client has requested CES Capital (HK) to provide the discretionary investment management services as set out in this agreement and CES Capital (HK) has agreed to provide those services on the terms of this agreement.

客户要求东航金融提供本协议载列的全权委托投资管理服务，而东航金融同意按照本协议的条款提供该等服务。

## 1. AUTHORISATION AND RESPONSIBILITIES 授权及责任

1.1. Subject to any general or specific over-riding directions agreed between you and us, CES Capital (HK) shall have and may exercise the following specific powers on your behalf:

在阁下与本公司协订的任何一般或特定的凌驾性指示规限下，东航金融具备及可代阁下行使下列特定权力：

(a) On or after the Commencement Date, to invest any money and/or to convert any securities placed by you in the Bank Account in any stocks, shares, bonds, notes, debentures, debenture stocks, loan stocks, units, options, warrants, coupons, bills of exchange, promissory notes, treasury bills, certificates of deposit, commercial paper or other certificates of indebtedness, financial instruments or any other securities or any other assets or currencies (“Investments”) in CES Capital (HK)’s discretion.

于生效日或之后，由东航金融酌情决定把阁下存放于银行户口的任何款项投资于股票、股份、债券、票据、债权证、债权股证、借贷股票、基金单位、期权、认股权证、息票、汇票、承付票、国库券、存款证、商业票据或其他负债证明书、金融工具或任何其他证券或任何其他资产或货币，及 / 或任何存放的证券转换为以上各项（「投资项目」）。

(b) Subject to the Investment Guidelines set out in Schedule 3 (“Investment Guidelines”), we will invest, realize and carry out such Investments, make such changes to the Investments in the Account, without limitation, and do or omit to do such other act or thing which we consider

desirable for achieving the investment objectives of the Account stated in Schedule 3 and your specific instructions as we may, in our absolute discretion, consider to be necessary or appropriate (“Services”).

在附表3载列的投资指引（「投资指引」）规限下，本公司将按本公司认为适宜者，投资于、变现及进行投资项目以及变更户口内的投资项目，而无须受任何限制，并作出或不作出任何其他行为或事宜，以达致附表3所述的户口投资目标，以及阁下发出而本公司绝对酌情决定认为必要或适当的特定指示（「服务」）。

- 1.2. You acknowledge and agree that we will not, and that we are under no obligation to, seek your prior approval to provide the Services and that we have full discretionary power of investment management in respect of the Account.

阁下知悉及同意，本公司将不会且亦无责任在提供服务前事先征求阁下批准，本公司有全权管理户口的投资。

- 1.3. Purchases and sales of Investments shall be carried out subject to the law, regulations, customs, operating procedures, market practices and rules of any relevant stock exchange, clearance / depository system or market where they are to be executed. CES Capital (HK) is authorized to take such action as it, in its discretion, deems necessary or appropriate to comply with any laws, rule, regulation, order, direction, guidelines, notice or request, whether or not having the force of law, of any competent authority, government agency, exchange or body requiring CES Capital (HK) to take or refrain from any action (including, without limitation, to disclose your identity and information relating to you).

购买及出售投资项目须按执行地的法律或相关证券交易所、结算 / 存管系统或市场的规例、惯例、运作程序、市场惯例及规则进行。东航金融获授权酌情决定采取其视为必要或适当的行动，以符合任何规定东航金融采取或不采取任何行动（包括但不限于披露阁下的身份及有关阁下的资料）的法律或任何主管当局、政府机构、交易所或团体的规则、规例、命令、指令、指引、通知或要求（不论是否具有法律效力）。

- 1.4. You undertake and agree to execute all authorizations, documents and other instruments of any nature whatsoever as we may request to facilitate us providing the Services and to ratify and confirm all and whatever acts we shall do or cause to be done in connection with this agreement on your behalf.

阁下承诺及同意订立本公司要求的所有任何性质的授权、文件及其他文书，以便本公司提供服务，以及追认及确认本公司须代表阁下就本协议作出或促使他人作出的所有及任何行为。

## **2. INJECTIONS AND WITHDRAWALS FROM ACCOUNT 户口的存取**

- 2.1. You undertake and agree to ensure sufficient assets are in the custody of the Custodian and available to us at all times during the term of the Account and this agreement for settlement or closing of all transactions relating to the Account. In the case of any deficiency, you shall within seven (7) days upon our request deposit cash or asset(s) in the Account to make good such deficiency.

阁下承诺及同意确保于户口及本协议期限内的所有时间，均有足够资产由保管人保管及供本公司动用，以清付或完成与户口有关的所有交易。如有任何不足额，阁下须于本公司要求后七(7)天内，把现金或资产存入户口，弥补该不足额。

2.2. Subject to this clause 2, you may inject or withdraw funds from the Account during the term of the Account provided that **one (1) month's prior written notice is given to us before any funds may be withdrawn from the Account.**

就此第2条规限下，阁下可于户口期限内向户口存入或提取资金，但从户口提取资金前须事先向本公司发出一(1)个月书面通知。

2.3. Notwithstanding any provision of this agreement, we are not obliged to provide the Services to you unless and until you have satisfied the condition in clause 2.1 and it remains satisfied.

尽管本协议有任何规定，本公司无责任向阁下提供服务，除非及直至阁下已符合并且持续符合第2.1条的条件。

2.4. We are not obliged to make any payment on your behalf with respect to property in and to be received for the Account or with respect to other transactions relating to the Account if such payment will exceed the available funds in the Account. If, in our absolute discretion, we do make such a payment, you undertake to fully reimburse us for such payment and any related costs, including interest accrued immediately.

如就户口内或即将存入户口的财产或就与户口有关的其他交易作出的付款，超过户口内可供运用的资金，本公司无责任代阁下作出该付款。如本公司绝对酌情决定作出该付款，阁下承诺实时向本公司悉数偿付该付款及任何相关费用，包括应计利息。

### 3. MANAGEMENT POLICY AND COMMISSIONS 管理政策及佣金

3.1. In providing the Services we may deal with the Investments, where applicable, advise, supervise or direct the Investments as provided in, and, subject to such limitations in the Investment Guidelines and we are required to exercise only such care as we would employ in respect of our own business and as would reasonably be required in conducting a business of the same kind.

在提供服务时，本公司可按照投资指引的规定及在其限制的规限下，处置投资项目及（如适用）就投资项目提供意见、监管或投资指引，而本公司对此采取的谨慎程度，以相当于就本身业务及合理地就进行同类业务所须采取者为限。

3.2. You acknowledge and agree that CES Capital (HK) and its associates (“Associates”) may, subject to any applicable disclosure and other regulatory requirements prescribed by the SFC, the Hong Kong Monetary Authority or any other relevant regulatory bodies and authorities from time to time, including the guidelines on cash commission rebates and “soft dollars” for discretionary accounts as set out in the Code of Conduct For Persons Licensed by or Registered with the SFC:

阁下知悉及同意，东航金融及其联系人士（「联系人士」）可在证监会、香港金融管理局或任何其他相关监管机构及当局不时规定的任何适当的披露及其他监管规定的规限下，包括在证监会持牌人或注册人操守准则所载列有关全权委托户口现金回佣及非金钱利益的指引规限下：

(a) accept goods and/or services (i.e. “soft dollars”) from any broker in consideration of directing transaction business on your behalf of such broker;

接纳任何经纪提供的物品及 / 或服务（即「非金钱利益」），作为代表阁下指示与该经纪进行交易的代价；

(b) accept and retain cash and/or money rebates, brokerages and/or commission in relation to transactions effected on your behalf, provided that we provide you with periodic quantifications of the value of rebates returned; and  
就代表阁下进行的交易接纳及保留现金及 / 或金钱性质的回佣、经纪佣金及 / 或佣金，但本公司须定期向阁下提供有关该案的回扣价值的的数据；及

(c) obtain and keep without being liable to your Account, any commission payable by any third party or any affiliate of CES Capital (HK) in connection with the provision of the Services.  
就提供服务收取及保存任何由第三方或东航金融的联属公司应付的佣金，而无须向阁下作出交代。

3.3. You acknowledge and agree that in respect of any Investment for the Account held, issued or managed by us or any affiliate of CES Capital (HK), we or such affiliate may retain a profit (other than the charges commission and fees payable by you under this agreement) without being liable to account to you for such profit.

阁下知悉及同意，本公司及东航金融的任何联属公司可就其为户口持有、发行或管理的投资项目保留若干利润（阁下根据本协议应付的收费、佣金及费用除外），而无须向阁下交代有关利润。

3.4. You acknowledge and agree:

阁下知悉及同意：

(a) that we may have banking or other relationship with the Custodian or with companies whose securities are purchased and sold for the Account; and  
本公司可与保管人或户口所买卖证券的发行公司存有往来银行或其他的关系；及

(b) that other customers of ours or our Associates may have a position in Investments held under the Account or purchased or sold for the Account and that; we or our Associates may be engaged in purchasing or selling such Investments for other clients and as such that we may deal in our discretion with any of our Associates which in turn may be entitled to receive commissions.

本公司的其他客户或本公司联系人士的持仓可包括户口所持有或户口所买卖的投资项目，本公司或其联系人士并可为其他客户买卖该等投资项目，就此，本公司可酌情决定与本公司的任何联系人士进行交易，及可就此收取佣金。

#### **4. CUSTODY AND BANKING ARRANGEMENTS 保管及银行事务的安排**

4.1. You agree to appoint the Custodian nominated by us to hold on your behalf any Investment forming part of the Account in the name and under the control of the Custodian in accordance with the terms and conditions of a nominee agreement entered into between us and the Custodian.

阁下同意按照本公司与保管人订立的代名人协议的条款及条件，委任本公司提名的保管人，代表阁下以该保管人的名义持有及由该保管人控制户口的任何投资项目。

4.2. We will not be liable in respect of the safe custody of the Investments in the Account or for any loss, damage or claim of any nature whatsoever arising out of or in connection with such custody by the Custodian.

本公司对于户口内投资项目的妥善保管或因由保管人保管而产生的任何性质的损失、损害或申索，不会承担任何责任。

- 4.3. We shall have full discretion whether or not to instruct your Custodian to register all or any of the Investments from time to time included in the Account. You agree to fully indemnify against and hold us and our employees, officers, representatives and agents (“Agents”) harmless from all liabilities, losses, damages, claims, costs or expenses suffered, incurred or sustained by us and our Agents as a result of or in connection with the exercise of such discretion.

本公司有绝对酌情权决定是否指示阁下的保管人为户口不时包括的所有或任何投资项目办理登记。阁下同意就本公司及本公司的雇员、负责人员、代表及代理人（「代理人」）因上述酌情权的行使而蒙受、招致或承受的所有债务、损失、损害、申索、费用或开支，对本公司及本公司的代理人作出十足弥偿及确保上述各方免受损害。

## **5. ADVICES, VALUATIONS AND STATEMENTS 通知、估值及结单**

- 5.1. We shall furnish you with the statements and reports containing the information set out in Schedule 3.

本公司须向阁下提供包含附表3所载数据的结单及报告。

- 5.2. You undertake to examine all statements, reports, advices and/or other documents (“statement”) supplied by us setting out transactions in the Account and agree that, unless we receive your objection in writing to any of the matters contained in such statement within fourteen (14) days of the date of such statement, you shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate.

阁下承诺会审阅本公司所发出载列户口交易的所有结单、报告、通知及 / 或其他文件（「结单」），并同意除非本公司于结单日期起十四(14)天内接获阁下以书面作出有关结单所载事项的异议，否则阁下将不可推翻及被视为接纳结单所载事项全部为真实及准确。

- 5.3. Investments comprising the Account (including uninvested cash) shall be valued in the currency specified in Schedule 3. We reserve the right to apply such valuation methods in respect of the Investments as we deem appropriate, in our discretion.

户口内的投资项目（包括未作投资的现金）以附表3订明的货币估值。本公司保留权利就投资项目采用本公司酌情决定视为适当的估值方法。

## **6. FEES AND EXPENSES 费用及开支**

- 6.1. As remuneration for providing the Services, you will pay us the fees and charges set out in Schedule 4. A certificate from us as to the fees and charges that are payable shall, save for manifest error, be final, binding and conclusive on you.

阁下将向本公司缴付附表4载列的费用及收费，作为提供服务的报酬。本公司就应付费及收费出具的证明书，除有明显错误外，对阁下而言属最终定论、具约束力及不可推翻。

- 6.2. You will pay us from time to time upon demand all unpaid calls or other costs, expenses, stamp duties, taxes, levies, collections or other imposts or similar liabilities (“Costs”) levied or arising with respect to any Investments or other property in the Account including all goods and services, value-added or other taxes or duties to which this agreement or the provision of Services may be

subject.

阁下将不时在本公司要求时，向本公司支付所有未付的催缴款项或就任何投资项目或户口内其他财产征收或产生的其他费用、开支、印花税、税项、征费、收款或其他征税或类似债（「该等费用」），包括与本协议或提供服务有关的所有物品及服务、增值或其他税项或关税。

- 6.3. You will fully reimburse us all expenses connected with or arising under this agreement including, but not limited to, costs of delivery of securities, sub-custodian charges, brokerage, commission, finders' fees, travelling and other related expenses and professional fees (including legal, accountancy and financial advisory fees), nominee charges, insurance charges, registration charges, fiscal, government charges, or any other charges incurred by us in connection with providing the Services and enforcing this agreement (“Expenses”).

阁下将就与本协议有关或因本协议产生的所有开支，对本公司作出十足偿付，包括但不限于本公司就提供服务及执行本协议而招致的证券交付费用、分保管收费、经纪佣金、佣金、中间人佣金、差旅及其他相关开支、专业费用（包括法律、会计及财务顾问费）、代名人费、保险费、登记费、财务、政府收费或任何其他收费（「该等开支」）。

- 6.4. We may instruct the Custodian, without prior notice to you, to debit and/or set-off any Costs and/or Expenses referred to in clauses 6.2 and 6.3 against the Investments comprised in the Account. In the event that there are insufficient Investments or funds in the Account to pay such Costs and/or Expenses from time to time, you shall transfer amounts required to cover such Costs and/or Expenses to the Account immediately upon notice from us to you of the deficiency.

本公司可无须事先通知阁下，指示保管人以户口内的投资项目扣销及 / 或抵销第6.2及6.3 条所述的任何该等费用及 / 或该等开支。如户口内不时的投资项目或资金不足以支付该等费用及 / 或该等开支，于本公司向阁下发出有关该不足之数的通知后，阁下须立即把支付该等费用及 / 或该等开支所需的金额转账至户口。

## **7. LIMITATION OF LIABILITY AND INDEMNITY 责任及弥偿限制**

- 7.1. Neither CES Capital (HK), any of its affiliates, the Custodian nor any other person performing any function in relation to the Services guarantees you any gain, profitability or capital protected from participation in the Services and none of them or their officers, employees, representatives or agents (“Representatives”) shall be liable for any loss of or diminution in the value of any Investments comprising the Account, any lost opportunity or opportunity cost or any liability, cost, expense, loss, damage, tax or claim of any nature whatsoever (“Loss”) incurred or suffered by you as a result of us providing the Services and managing the Account for you (including, but not limited to, any interruption, suspension, delay, loss or other failure in transmission of your instructions or other information, acting upon any Instruction or direction given by you or purported to be given on your behalf, any act or omission of the Custodian (whether negligent or otherwise), any market disruption or fluctuations or change of any applicable law).

东航金融、其任何联属公司、保管人或履行任何与服务相关职能的任何其他人士，并无担保阁下可从参与服务获取任何利益、利润或保本，对于阁下因本公司为阁下提供服务及管理户口（包括但不限于传达阁下的指示或其他数据时的任何干扰、中断、延误、遗漏或其他事故、按阁下发出或声称代阁下发出的任何指示或指令行事、保管人的任何作为或不作为（不论疏忽或其他原因）、任何市场干扰或波动或适用法律的更改）而令户口中的任何投资项目招致或蒙受亏损或减值、机会错失或机会成本或任何性质的债务、费用、开支、损失、损害、税项或申索（「该等损失」），上述各方及其负责人、雇员、代表或代理（「代表」）将不会

承担任何责任。

- 7.2. You agree to indemnify and agree to hold harmless CES Capital (HK), its affiliates and persons acting under or in connection with this agreement and their respective Representatives from and against all Loss which may be incurred or suffered by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services. The indemnities and warranties given in this agreement shall survive the termination of this agreement.

对于东航金融、其附属公司及根据或就本协议行事的人士及其各自的代表就提供服务而招致或蒙受的所有该等损失以及提起或被提起的所有诉讼或法律程序，阁下同意对上述各方作出弥偿，并同意使其免受损害。本协议提供的弥偿保证及保证于本协议终止后将继续生效。

- 7.3. If any Investment is made in breach of the Investment Guidelines we will, as soon as practicable after discovering the breach (and provided no event of force majeure has caused the breach or has arisen in the meantime which may affect our ability to perform our obligation under this clause 7.3) assume that Investment as at the date of purchase so that in effect no breach will have occurred and the Account will be in the same position as if the transaction had not been made.

如有任何投资项目违反投资指引，本公司将于发现该项违反后，在实际可行的情况下尽（但有关违反须并非由不可抗力事件引起，在此期间亦不得发生任何不可抗力事件，以致可能影响本公司履行本第7.3条下的责任）承担购买当日的该投资项目，以致实际上并无发生任何违反，户口的持仓将维持不变，犹如并无作出有关交易。

## **8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 声明、保证及承诺**

- 8.1. You represent and warrant that:

阁下声明及保证：

- (a) you have the legal capacity to enter into this agreement and if you are a corporation, all necessary corporate and other actions have been taken to authorise you to enter into this agreement and to perform the transactions contemplated in it and that you are incorporated and validly existing under the laws of the place of your incorporation and you have full power and authority to own your assets and to carry on business as it is now conducted;  
阁下具有法律行为能力可订立本协议，如阁下为一间公司，则经已采取所有必要的公司及其他行动，以授权阁下订立本协议及履行当中所设定的交易，而且阁下根据注册成立地点的法律注册成立及有效存在，阁下并有十足权力及授权，可拥有阁下的资产及经营现有业务；
- (b) you have full and unrestricted power to employ us to manage the Account on a discretionary basis in accordance with the terms of this agreement and this agreement constitutes a legal, valid and binding obligation on your part, is enforceable in accordance with its terms and your obligations do not contravene any legislation binding on you;  
阁下在无限制权力下，可聘请本公司依照本协议的条款按全权委托基准管理户口，而且本协议构成对阁下合法有效及具约束力的责任，可依照本协议的条款执行，阁下的责任并无违反任何对阁下具约束力的法律；
- (c) you are the absolute and beneficial owner of the Investments and have full capacity and authority to open and operate the Account;



阁下是投资项目的全权及实益拥有人，而且具有十足能力及授权开立及运作户口；

- (d) the information set out in items 1 to 10 of Schedule 1 is true, complete and accurate and the information required under item 11 of Schedule 1 will be provided to us within one (1) month of the signing date of this agreement;

附表1 第1 至10 项载列的资料真实、完整及准确，而阁下将于本协议签订日期起一(1) 个月内向本公司提供附表1 第11 项所要求的资料；

- (e) no winding up or bankruptcy petition has been filed against you under the laws of any jurisdiction, you have not committed any act of bankruptcy and you are able to pay your debts as and when due; and

阁下并无根据任何司法管辖区的法律被入禀清盘或破产，阁下并无作出任何破产行为，以及阁下有能力偿还到期债项；及

- (f) you have read and understood the terms and conditions in this agreement.

阁下已阅读并明白本协议的条款及条件。

- 8.2. You agree to notify us immediately if there exists, or shall be created, any liens, charges or encumbrances over the Investments or the Account in favour of any other party and to notify us immediately if any order or warrant is issued or pending against you and/or over your assets.

阁下同意，如现有或将会以任何其他方为受益人就投资项目或户口设定任何留置权、抵押或产权负担，阁下会立即通知本公司，如有任何针对阁下及 / 或阁下的资产而发出或未了结的命令或令状，阁下会立即通知本公司。

## **9. INSTRUCTIONS AND DIRECTIONS 指示及指令**

- 9.1. If you consist of two (2) or more parties, all of you shall be bound by the act of any one or more of you under this agreement and we may, in accordance with the signing authority as stated in Part I and Part II of Schedule 2, deal with and receive instructions or directions (“Instructions”) from an authorised signatory or an authorised representative by facsimile. If Instructions are given by facsimile, the original Instructions must promptly follow the facsimile by post or by hand to our address set out in Schedule 3. The following shall apply in relation to all Instructions:

如阁下由两(2)方或以上组成，阁下任何一方或以上根据本协议作出的行为，对组成阁下的所有方具约束力，本公司可依据附表2第 I 部份及第 II 部份所载的签署授权，处理及接收由获授权签署人或获授权代表以传真方式发出的指示或指令（「指示」）。如以传真发出指示，必须于传真发送后从速把指示的正本邮寄或以专人送往本公司载列于附表3 的地址。下列各项适用于所有指示：

- (a) Instructions may not relate to the transfer of Investments (including cash) to or in favour of a third party;

不得发出向第三方转让投资项目（包括现金）或以第三方为受益人的指示；

- (b) Instructions shall be at your own risk; and

发出指示的风险由阁下承担；及

- (c) We are not obliged to send you a written confirmation of an Instruction prior to our carrying out the transaction pursuant to the Instruction, but an advice regarding the transaction will be

sent by us to you as soon as practicable.

本公司根据指示进行交易前，无须就指示向阁下发送书面确认，但将在实际可行的情况下尽快向阁下发送有关交易的通知。

9.2. You acknowledge and agree that we may act upon your Instructions or directions but we shall not be obliged to do so and we may in our absolute discretion decide not to do so.

阁下知悉及同意，本公司可以但并非必须按阁下的指示或指令行事，本公司并可绝对酌情决定不按阁下的指示或指令行事。

9.3. If we rely or act on your Instructions, or act on Instructions purportedly given by you or on your behalf, we shall not in any way be liable to you for so acting in good faith notwithstanding that it shall subsequently be proved that the same was not given by you or on your behalf.

如本公司倚赖或按照阁下的指示行事，或按照声称由阁下或代表阁下发出的指示行事，则即使其后证实指示并非由阁下或代表阁下发出，本公司概无须就本于善意而按指示作出的行为向阁下承担任何责任。

## **10. DELEGATION 转授权力**

We may, in our sole discretion, delegate to any person, all or any of the powers, authorities and discretions exercisable by us under this agreement and without in any way affecting the generality of the foregoing, we may appoint any person to be our attorney, agent, sub-delegate or sub-agent for such purposes and with such powers, authorities or discretion (not exceeding those vested in us) as we think fit and on such terms as we think fit (including, without limitation, power for the attorney or agent to sub-delegate any such powers, authorities or discretion); provided that and subject always to clauses 6 and 7 of this agreement, we shall remain liable for the fees, acts and omissions of any attorney, agent, sub-delegate, sub-agent or other person (“Delegate”) appointed by us under this clause 10. A Delegate may include a person which is our Associate or an employee of such person provided that any fees payable to such person or employee shall not exceed the normal commercial fee for the performance of the relevant service.

本公司可全权酌情决定向任何人士转授本公司根据本协议可行使的所有或任何权力、授权及酌情权，而且在不影响前文的一般性的情况下，本公司可就本公司认为合适的目的及按本公司认为合适的条款，委任任何人士作为本公司的受权人、代理、分转授人或分代理，向其转授本公司认为合适的权力、授权或酌情权（不超出本公司获赋予者），包括但不限于授予受权人或代理权力，让其可再转授任何上述权力、授权或酌情权，然而，在本协议第6及7条规限下，本公司仍须承担本公司根据本第10条委任的任何受权人、代理、分转授人或其他人士（「获转授人」）的费用、其作为或不作为。获转授人可以包括本公司的联系人士或其雇员，但应付该联系人士或雇员的费用，不得超过履行有关服务的一般商业费用。

## **11. TERMINATION 终止**

11.1. You may terminate this agreement by giving at least three (3) month s’ written notice to us prior to any anniversary of the commencement of this agreement (the “Termination Date”) If less than three (3) months’ written notice is given by you to us, we may extend the Termination Date to such date as if the full three (3) months’ notice had been given. We may terminate this agreement by giving at least three (3) months’ written notice to you.

阁下可于本协议生效的任何周年日（「终止日」）前，向本公司发出至少三（3）个月的书面通知，终止本协议。如阁下向本公司发出少于三（3）个月的书面通知，本公司可以把终止日

延后至犹如已发出满三 (3) 个月通知的日期。本公司可向阁下发出至少三 (3) 个月的书面通知，终止本协议。

11.2. We may terminate this agreement by immediate notice if required to do so by any competent regulatory authority or where it becomes illegal for us to continue to manage the Account or provide the Services.

如应任何主管监管机构的要求，或在本公司继续管理户口或提供服务将成为违法的情况下，本公司可实时发出通知终止本协议。

11.3. Either party may immediately terminate this agreement if:

在下列情况下，任何一方可实时终止本协议：

(a) the other party breaches any obligation under this agreement (including without limitation defaulting in payment of any sum) and has failed to make good such breach within thirty (30) days of receipt of notice from the other party requiring it so to do;

另一方违反本协议下的任何责任（包括但不限于拖欠支付任何款项），而且未能于接获原来一方要求就该违反作出补救的通知起三十(30)天内作出补救；

(b) the other party is unable to pay its debts as they fall due or otherwise becomes insolvent, stops payment generally, enters into an arrangement or assignment for the benefit of, or commences negotiations with its creditors,(except as part of or pursuant to a scheme of reconstruction or amalgamation with the prior consent in writing of the other party), goes bankrupt or is wound up or an order or petition for such is presented, goes into liquidation whether compulsory or voluntarily or if a receiver and/or manager is appointed over any of the other party's undertaking, property or assets; or

另一方未能偿还到期的债项或在其他方面成为无力偿债、一般地停止付款、就债权人的利益订立任何安排或转让或与债权人展开磋商（在事先获得原来一方书面同意下作为重组安排或合并计划的一部份或根据该等计划进行除外）、破产或结业或被指令或入禀破产或结业、清盘（不论强制或自动）或破产管理人及 / 或财产接收管理人已获委任接收管理该方的业务、财产或资产；或

(c) if any representation and warranty of the other party in this agreement or in connection with this agreement proves to be untrue or incorrect when made and such default is not rectified for a period of seven (7) days after written notice of such default is given to that other party.

另一方在本协议内作出或与本协议有关的任何声明及保证，经证实在作出时失实或不确，而该项过失未有在向其发出有关过失的书面通知后七(7)天内纠正。

11.4. Termination shall not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination including any of our rights against you which accrued on and before the Termination Date and will be without penalty or other additional payment save that you shall pay our fees in accordance with Schedule 4, any additional expenses necessarily incurred by us in terminating this agreement, or enforcing its provision and losses or damages realized in setting or concluding outstanding obligations whether they occur before or after the Termination Date.

终止无论如何不得影响应得的权利、现有的承担或任何在终止后继续生效的约定规定，包括本公司任何于终止日及之前应得并可对阁下行使的权利。终止将不附带任何罚款或其他额外

付款，但阁下须依照附表4 支付本公司的费用，以及支付本公司在终止本协议或执行其规定时所招致的任何额外开支，及在确定或断定未履行的责任（不论于终止日之前或之后发生时实现的损失或损害）。

11.5. If no written notification of revocation is received after CES Capital (HK) issue a reminder informing you that such authority is automatically renewed 3 months prior to any anniversary of the date of this agreement, this agreement shall continue in force and we will continue to manage the Account under existing Investment Guidelines.

如本公司于本协议日期的任何周年日3个月前发出通知提醒您本协议将自动续期后未有接获阁下的书面终止通知，本协议将继续生效，本公司将继续根据现有投资指引管理户口。

11.6. You agree that upon termination of this agreement, we and our Delegates may arrange for the settlement or closing of any transactions and commitments to make transactions outstanding as at the Termination Date and you shall ensure that sufficient assets for such purposes are made available to us.

阁下同意，于本协议终止后，本公司及本公司的获转授人可安排结算或结束任何于终止日尚未了结的交易及承诺作出的交易，阁下须确保有充足的资产供本公司作此用途。

11.7. You agree that upon termination of this agreement:

阁下同意，于本协议终止后：

(a) we and our Delegates may arrange for the settlement or closing of any transactions and commitments to make transactions outstanding as at the Termination Date and you shall ensure that sufficient assets for such purposes are made available to us; and

本公司及本公司的获转授人可安排结算或结束任何于终止日尚未了结的交易及承诺作出的交易，阁下须确保有充足的资产供本公司作此用途；及

(b) you shall give us written instructions as to how the Investments are to be transferred or credited to you or your account with any financial institution or otherwise dealt with by prior appointment and during our office hours, call at our office to collect all correspondence that belongs to you or which is being held by us on your behalf.

阁下将向本公司发出书面指示，说明如何把投资项目转移给阁下或存入阁下在任何金融机构的户口或通过事先委任他人处理，并于本公司办公时间内，到本公司办事处领取属于阁下或由本公司代阁下持有的所有信函。

## **12. FORCE MAJEURE 不可抗力**

In the event of any failure, interruption or delay in the performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including, but not limited to, war, strike, terrorist action, lockout, flood, fire, typhoon, earthquake, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, we shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you or the Account.

如因本公司未能合理控制的行为、事件或情况，包括但不限于战争、罢工、恐怖活动、闭厂、水灾、火灾、台风、地震、工业纠纷、任何政府或超国家组织或机构的行为或规例、任何电讯或计算机服务或系统停顿、发生故障或失灵，导致未能或干扰或延迟履行本公司的责任，阁下或户口因而招致或

蒙受的任何损失或损害，本公司将不会负责或承担任何责任。

### **13. CONFIDENTIALITY 保密条款**

Except as permitted by this agreement, the parties shall at all times keep confidential the terms of this agreement and all information relating to it and shall not disclose the same to any person not authorised in writing by the other party, unless required by law, rule, regulation, code, guideline or the order of any Court or by any relevant authority. Notwithstanding anything contained in this clause, we may disclose information to any Delegate or affiliate for the purpose of facilitating the Services contemplated under this agreement or in order for us to comply with any statutory or governmental or competent authorities' requirement to provide information concerning the Account to which we may be subject from time to time or to our professional advisers where reasonably necessary for the performance of their professional services or to enforce our rights and remedies under this agreement.

除本协议准许外，各方须于所有时间把本协议的条款及与本协议有关的所有数据保密，不得向任何未经另一方以书面授权的人士披露，除非法律、规则、规例、守则、指引或任何法院命令或任何相关机构要求。尽管本条有任何规定，就便于提供本协议所设定服务的目的，或为了本公司能符合任何不时须遵守的法定或政府或主管当局有关提供户口资料的规定，本公司可向任何获转授人或联属公司披露资料，又或在本公司专业顾问履行其专业服务时或在根据本协议执行本公司的权利及补救方法时合理所需的情况下，本公司可向其专业顾问披露资料。

### **14. NOTICES 通知**

Any notices, communications, directions, reports, Investment Guidelines, Instructions, request or demand required to be served by any party on the other under this agreement shall be in writing and shall be deemed to have been sufficiently served:

任何一方根据本协议须向另一方送达的通知、通讯、指令、报告、投资指引、指示、请求或要求，须属书面形式，并按下文所述发送即视为已充份送达：

- (a) if given by way of a letter addressed to the party to be served at its correspondence address set out in Schedule 1 or Schedule 3 and it shall be deemed to have been received at the time when such letter would in the ordinary course of post be delivered;  
如以信函形式寄发，须列明将要送达的一方为收件人，寄交该方在附表1或附表3载列的通讯地址，并于一般邮递过程的交付时间视为送达；
- (b) if dispatched by hand to the party to be served at its correspondence address set out in Schedule 1 or Schedule 3 and it shall be deemed to have been received at the time when such letter was delivered;  
and  
如以专人送递，须送交将要送达的一方在附表1或附表3载列的通讯地址，并视为于交付时送达；及
- (c) if given by facsimile transmission to the party to be served at its facsimile number set out in Schedule 1 or Schedule 3. It shall be deemed to have been received upon the completion of transmission and confirmed by an activity report indicating that the correct number of pages were sent and recording that the transmission has been successfully transmitted. The original of each notice, communication, direction, report, Investment Guideline, Instruction, request or demand must promptly follow the facsimile by post or by hand to the recipient's address set out in Schedule 1 or

### Schedule 3.

如以传真发出，须按将要送达的一方在附表1或附表3载列的传真号码发送，并视为于发送完成并经传输报告确认时送达，该报告须列明经已传输正确的页数及记录传真经已成功传送。每项通知、通讯、指令、报告、投资指引、指示、请求或要求的正本，必须于传真发送后从速邮寄或以专人送递接收方在附表1或附表3载列的地址。

## 15. MISCELLANEOUS 其他规定

15.1. Where you are more than a single individual or corporation, your obligations and liabilities under this agreement shall be joint and several.

如阁下由一个以上的个人或公司组成，阁下在本协议下的责任及义务属连带责任。

15.2. In the event of your death or the death of any one of you (if individuals) or you are wound up or go into liquidation (if a corporation) the terms and conditions specified by CES Capital (HK) relating to such death or dissolution shall apply.

在阁下身故或阁下其中一人身故（如为个人）或阁下结业或清盘（如为公司）的情况下，应适用东航金融订明有关身故或解散的条款及条件。

15.3. This agreement shall be binding upon the successors in title, assigns, heirs and estates as the case may be of the parties and neither party may assign its rights, benefits and interests under this agreement without the other's prior written consent.

本协议对各方的所有权继承人、受让人、承继人及遗产（视情况而定）具约束力，未经另一方事先书面同意，各方均不得转让其于本协议下的权利、利益及权益。

15.4. Any term of this agreement which is or becomes prohibited or unenforceable for any reason in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and such prohibition or unenforceability shall not invalidate the remaining provisions of the agreement or affect the validity or enforceability of the remaining provisions.

本协议任何条款在任何司法管辖区因故属于或成为被禁制或不可执行，该等条款在该司法管辖区的失效将以受禁制或不可执行的部份为限，而该禁制或不可执行将不会令本协议余下的条文失效或影响余下条文的效力或可执行性。

15.5. No exercise or failure to exercise on the part of any party or delay in exercising, any right power or remedy vested in any party under or pursuant to this agreement shall constitute a waiver by that party of that or any other right power or remedy. No single or partial exercise of any right or remedy precludes any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

任何一方行使或未有行使或延迟行使根据本协议赋予于该方的任何权利、权力或补救方法，将不构成该方放弃该等或任何其他权利、权力或补救方法。对任何权利或补救方法的单一次或部份行使，将不会妨碍对该权利或补救方法的任何其他或进一步行使或对任何其他权利或补救方法的行使。本协议规定的权利及补救方法可以累积，并且不排除法律规定的任何权利或补救方法。

15.6. This agreement may be executed in any number of counterparts, all of which taken together and when delivered to us shall constitute one and the same instrument, and any of the parties hereto

may execute this agreement by executing any such counterpart.

本协议可以任何份数的复本签署，在交付本公司后所有复本合共构成一份及同一份文书，本协议各方订立任何上述复本，即等同订立本协议。

15.7. This agreement is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”). Both parties irrevocably and unconditionally submit to the jurisdiction of the courts of Hong Kong and waive any objections on the ground of venue or forum non convenience or any similar grounds.

本协议受香港特别行政区(“香港”)的法律管限，并按其诠释。各方不可撤回及无条件地愿受香港法院的司法管辖权管辖，并放弃基于审理的地点或法院对其不便或任何类似理由而提出异议。

15.8. You will provide us with such documentation and information as we may require at the time that this agreement is executed.

阁下将于订立本协议时向本公司提供本公司要求的文件及数据。

15.9. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

假如本公司向阁下招揽销售或建议任何金融产品，该金融产品必须是我们经考虑阁下的财务状况、投资经验及投资目标后而认为合理地适合阁下的。本协议的其他条文或任何其他我们可能要求阁下签署的文件及我们可能要求阁下作出的声明概不会减损本条款的效力。

15.10. The Chinese translation of terms in this agreement is for reference only. The English version should prevail should there be any discrepancies between the Chinese and English versions.

本协议内中文译文祇供参考，若中文版本与英文版本之文义有异，概以英文版本为准。

## **16. NOTIFICATION OF CHANGES 变更通知**

Both parties undertake to notify the other any material change to the information provided in this agreement within seven (7) days of such change including, without limitation, any change to the directors of the parties which are corporations. You agree to notify us within seven (7) days of any change to the information set out in Schedule 1 and, if you are a corporation, of any change to your constitution which would contravene this agreement.

双方承诺，于本协议内提供的数据有任何重大变更时，包括但不限于属公司的各方改换董事时，将在变更生效起七(7)天内通知另一方。阁下同意，于附表1载列的资料有任何变更时及阁下如为公司，于阁下对另一章程文件作出修改而违反本协议条文时，将在变更生效起七(7)天内通知本公司。

## **17. RISK DISCLOSURE 风险披露声明**

The Client acknowledges and confirms that Client has been provided with the Risk Disclosure Statement in Schedule 5 in a language of Client’s choice (either English or Chinese) and that Client is invited to read the Risk Disclosure Statement in Schedule 5, ask questions and take independent advice if the Client wishes.

客户知悉及确认已按其选择的语言（英文或中文）获提供附表5之风险披露声明，并已获邀细阅该风险披露声明、提出问题及征求独立的意见（如客户需要）。

A duplicate copy of this agreement is attached. Kindly confirm your acceptance of the terms and conditions of this agreement by returning the duly signed duplicate together with the completed Schedules.  
本协议随附一份副本。请交回妥为签署的副本连同填妥的附表，以确认阁下接纳本协议的条款及条件。

**STAFF DECLARATION 职员声明**

I hereby declare that I have provided this Risk Disclosure Statement in a language of the Client's choice and that the Client is invited to read this Risk Disclosure Statement, ask questions and take independent advice if the Client wishes.

本人在此声明本人已按照客户所选择的语言（英文或中文）提供风险披露声明及邀请客户阅读该风险披露声明、提出问题及征求独立的意见（如客户有此意愿）。

Staff's Signature职员签署: \_\_\_\_\_ Date日期: \_\_\_\_\_

CE No.证监会中央编号: \_\_\_\_\_ Staff Name职员姓名: \_\_\_\_\_

**For and on behalf of CES Capital International (Hong Kong) Co., Limited**

代表东航国际金融（香港）有限公司签立:

*Responsible Officer* 负责人员签署

*Authorized Signature* 获授权代表签署

Signature签署: \_\_\_\_\_

Name姓名: \_\_\_\_\_

CE No.中央编号: \_\_\_\_\_

Date日期: \_\_\_\_\_

Date日期: \_\_\_\_\_

**Executed for and on behalf of the Client 代表客户签立:**

Company Chop 公司公章（如适用）:

Client's Signature(s) 客户签署: \_\_\_\_\_

Client Name客户姓名\*: \_\_\_\_\_

Company Name公司名称（如适用） \_\_\_\_\_

Date日期: \_\_\_\_\_

**In the presence of 见证人签立:**

Witness' signature 见证人签署: \_\_\_\_\_

Witness Name见证人姓名: \_\_\_\_\_

CE No.中央编号: \_\_\_\_\_

Date日期: \_\_\_\_\_



\* Where the Client is a corporation, in addition to the name of the signatory, please also state the name of the corporation. The Company Chop should also be affixed. If an attorney is to sign on behalf of a Client, a certified true copy of the Power of Attorney must be provided together with a copy of the attorney's HKID or Passport.

如客户为公司，除签署人的姓名外，请列明公司的名称，并加盖公章。如由授权人代表客户签署，必须提供授权书经核证为真实的副本连同授权人的香港身份证或护照副本。



## SCHEDULE 1 附表1

### CLIENT INFORMATION STATEMENT 客户资料说明

#### 1. Name(s) of the Client 客户姓名

English Name 姓名拼音		Chinese (if applicable) 姓名中文	
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#### 2. Client Information 客户资料

##### (a) For Individual Clients 个人客户填写

ID Card NO. /Passport NO.身份证号 / 护照号			
Nationality 国籍			
Home address 住宅地址			
Home Tel.住宅电话		Home Fax 住宅传真	
Correspondence address 通讯地址			
Office Tel.办公电话		Office Fax 办公传真	

##### (b) For Corporate Clients 公司客户填写

Client Trading name (if different) 客户营业名称 (如有别于上述名称)				
Entity Nature 实体性质	(i.e. Private or public limited company etc.即私人或公众有限公司等)			
Incorporation/establishment Country 注册/成立国家				
Business Registration number 在注册成立国家的商业登记号码				
Registered address 在注册成立国家的注册地址				
Authorised Persons 获授权人	Name 姓名(拼音)	Name 姓名(中文)	Tel.联络电话	Signature 签署

### 3. Please dispatch instructions and/or trading confirmation to Custodian

请把指示及/或交易确认发送给保管人发送给

Name 姓名			
Tel. 电话		Fax 传真	
Address 地址			

### 4. Documents List文件清单

Documents to be provided to CES Capital (HK), within one (1) month from the date of this agreement:  
须于本协议日期起一(1)个月内向东航金融提供的文件:

- (a) a certified copy of any power of attorney under which this agreement is executed; and  
如本协议根据任何授权书签立, 该授权书的核证副本; 及
- (b) for individuals, certified copies of :  
如为个人客户, 下列各项的核证副本:
  - i. your passport or other similar document or identity card; and  
阁下的护照、身份证或其它相关身份证明文件; 及
  - ii. where you are a foreigner, confirmation of the appointment of your service agent in Hong Kong.  
如为外国人, 阁下委任香港接收法律程序文件代理的确认书。
- (c) for corporations, certified copies of the following:  
如为公司客户, 下列各项的核证副本:
  - i. extract of board resolutions authorising execution of this agreement and the nominee agreement and the appointment of authorised signatories;  
有关授权签立本协议及代名人协议以及委任获授权签署人的董事会决议摘要;
  - ii. Memorandum and Articles of Association (or equivalent constitution documents), Business Registration Certificate and Certificate of Incorporation;  
公司组织章程大纲及章程细则(或同等章程文件)、商业登记证及公司注册证书;
  - iii. details of your directors as at the date of this agreement and copies of their identification documents;  
阁下于本协议日期的董事数据及身份证明文件副本;
  - iv. where you are a foreign corporation, confirmation of the appointment of your service agent in Hong Kong; or  
如为外国公司, 阁下委任香港接收法律程序文件代理的确认书; 或

**SCHEDULE 2 附表 2**  
**SPECIMEN SIGNATURE 签署式样**

\* Please indicate signing authority (in cases where there is more than one Account holder or authorised representative) .

\* 请列明签署授权 (如有一位以上户口持有人或获授权代表)。

**PART I ACCOUNT HOLDERS SIGNATURE**

**第 I 部分 户口持有人签署**

NAME 姓名	PASSPORT NO.护照号码/ IDENTITY CARD NO.身份证号码	SPECIMEN SIGNATURE 签署式样

**PART II AUTHORISED REPRESENTATIVES SIGNATURE**

**第 II 部分 获授权代表签署**

NAME 姓名	PASSPORT NO.护照号码/ IDENTITY CARD NO.身份证号码	SPECIMEN SIGNATURE 签署式样



**SCHEDULE 3 附表3**  
**INVESTMENT GUIDELINES 投资指引**

**Client Contact 客户联络资料:**

Attention收件人: \_\_\_\_\_ E-mail电邮: \_\_\_\_\_  
Tel No.电话号码: \_\_\_\_\_ Fax No.传真: \_\_\_\_\_

**Investment Manager:**

CES Capital International (Hong Kong) Co., Ltd

**投资经理:**

东航国际金融（香港）有限公司

**Address地址:**

22/F Jubilee Center, 18 Fenwick Street, Wan Chai, Hong Kong  
香港湾仔分域街18号捷利中心22楼

**Tel. No.联系电话:**

(852) 8198 9900

**Fax No.传真:**

(852) 8198 9909

**Account Manager客户经理:** \_\_\_\_\_

**Commencement Date生效日期:** \_\_\_\_\_ 或东航金融收到客户款项日，以最新日期为准

**Valuation Currency 估值货币:** USD美元/ HKD港元

**Investment Restrictions 投资限制:**

CES Capital (HK) may invest in the following Investments up to the specified limits:

东航金融可投资于下列投资项目达指定的上限:

1. Unit Trusts 单位信托 (\_\_\_\_\_ maximum % limit 上限, \_\_\_\_\_ minimum % limit 下限 (if any如有))
  - All the SFC authorized funds in Hong Kong  
所有香港证监会认可基金
  - **Which risk level of unit trusts portfolio will you accept? 请选择您可接受的单位信托组合的风险程度水平:**  
 Low Risk 低风险       Medium Risk 中风险       High Risk 高风险
2. Equities 股本 (\_\_\_\_\_ maximum % limit 上限, \_\_\_\_\_ minimum % limit 下限 (if any如有))
  - Stocks, shares, options, warrants, index futures (for hedging purposes)  
股票、股份、期权、认股权证、指数期货（作对冲用途）
3. Fixed Income 固定收入 (\_\_\_\_\_ maximum % limit 上限, \_\_\_\_\_ minimum % limit 下限 (if any如有))
  - Bonds, notes, debentures, loan stock, convertible bonds or loan stock, treasure bills, investment deposits, structured products  
债券、票据、债权证、借贷股票、可换股债券或借贷股票、国库券、投资存款、结构性产品
4. Futures and Options 期货和期权 (\_\_\_\_\_ maximum % leverage limit 杠杆上限, \_\_\_\_\_ minimum % leverage limit 杠杆下限 (if any如有))
  - Global future contracts may include but not limited to financials, commodities, metals futures and HKEx Listed currencies futures. Options on global futures  
环球期货合约包括但不限于金融期货合约、商品期货合约、金属期货合约和港交所交易货币

期货合约。环球期货合约的期权交易

5. Cash 现金 (\_\_\_\_\_ maximum % limit 上限, \_\_\_\_\_ minimum % limit 下限 (if any如有))

- Deposits with financial institution, money market instruments  
金融机构存款、货币市场工具

6. Others (\_\_\_\_\_ maximum % limit 上限, \_\_\_\_\_ minimum % limit 下限 (if any如有))

- Forward foreign currency exchange contracts and currency swaps as a hedge against exchange risk, spot foreign exchange transactions  
远期外汇合约及货币掉期交易，作为外汇风险、即期外汇交易的对冲

CES Capital (HK) will not, on behalf of the Client purchase real property or commodities, invest in any companies for the sole purpose of obtaining management control or purchase any securities which are not quoted on a recognized financial exchange (except in the event of a private placement related to an initial public offer).

东航金融不会代表客户购买房地产或商品，不会单独为取得管理控制权的目的投资于任何公司，亦不会购买任何并无在认可金融交易所报价的证券（与初次公开招股有关的私人配售除外）。

Other restrictions 其他限制 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Reporting 报告

Monthly reports may include a month-end valuation report, the portfolio performance and balances (both cost and market value), transaction listing of purchases/sales of Investment securities and gain (or loss) on sales of Investments. Additional reports may be requested from time to time and meetings may be convened with the agreement of both parties to review the portfolio performance and investment strategies with CES Capital (HK)'s account managers.

每月报告可包括月底的估值报告、投资组合表现及结余（按成本值及市值）、买卖投资项目证券的交易列表，及出售投资项目的收益（或亏损）。客户可不时要求额外的报告，并可经双方同意召开会议，与东航金融的客户经理检讨投资组合的表现及投资策略。

Client's Signature 客户签署: \_\_\_\_\_

Date 日期: \_\_\_\_\_





## SCHEDULE 4 附表4 FEES 费用

### 1. Management Fee 管理费

(a) This is accrued at the end of each calendar month and will be payable at the end of each calendar quarter\*. This is dependent on the Net Asset Value (NAV) of the Account.

此项费用应在每一历月末计算，并于每一历季末支付，金额视户口的资产净值而定。

(b) Fee to be charged 收取的费用：

i. The Management Fee will be Management Fee Rate  $\times$  NAV of the Account on last business day of the relevant calendar month

在任何其他情况下，管理费将等于管理费率 $\times$ 有关历月最后一个工作天户口的资产净值

ii. In the case of this Account, the Management Fee Rate = \_\_\_\_\_ % p.a.

就本户口而言，管理费率= \_\_\_\_\_ % 每年

iii. The Management Fee is payable irrespective of the return of the Investments

不论投资项目的回报多寡，均须缴付管理费

### 2. Performance Fee 业绩表现费用

(a) This is payable at the end of each calendar quarter\* in which the Services are provided under this Agreement.

此项费用应在根据本协议提供服务的每一历季末\*支付。

(b) Fee to be charged = Performance Fee Rate  $\times$  Return of the account for the relevant calendar quarter  $\times$  Average of the relevant calendar quarter NAV

收取的费用 = 业绩表现费率  $\times$  历季资金回报率  $\times$  有关历季的资产净值平均数

NOTE 注意：

The average NAV of the Account for a calendar quarter will be determined by calculating the average of the available calendar month NAV that this agreement was in force and the Services were provided in the calendar quarter. Performance fee will be collected only when the return of the account is larger than zero.

户口的资产净值平均数将由计算在有关历季内本协议生效及有提供服务的可用月份资产净值之平均数而厘定。当且仅当本户口的收益大于零时，公司才会收取表现费。

(c) In the case of this Account, the Performance Fee Rate = \_\_\_\_\_ % p.a.

就本户口而言，业绩表现费率 = 每年 \_\_\_\_\_ %

### 3. Fees upon Termination 终止时的费用

If this agreement is terminated in accordance with clause 11:

如本协议按照第11条终止：

(a) the Management Fee will be pro-rated by the number of days that this agreement was in force and the Services were provided in the final terminating calendar month divided by thirty;  
管理费将以最后终止历月内本协议生效及有提供服务的天数除以30的方式按比例计算;

(b) the Performance Fee and Hurdle Rate will be pro-rated by the number of days that this Agreement was in force and the Services were provided in the final terminating calendar quarter\* divided by ninety-one.  
业绩表现费用及预设回报率将以最后终止历季\*内本协议生效及有提供服务的天数除以91 的方式按比例计算。

**NOTE 注意:**

\* “calendar quarter” means March, June, September and December of each year.  
「历季」即每年之三月、六月、九月及十二月。

For the purpose of calculating the fee payable under this Schedule, if any available calendar month is not a complete calendar month, the fee payable will be pro-rated by the number of days that the agreement was in force and the services were provided.

有关计算本协议下的应付费用，若任何可用历月不是一个完整月份，应付费用将以本协议生效及有提供服务的天数按比例计算。

CES Capital (HK) reserves the rights to revise the calculation methods and date of charges and fees from time to time subject to CES Capital (HK)'s notice for any such variation. In case of dispute, the decision of CES Capital (HK) shall be final.

东航金融有权不时就其收费计算方式及计算日期做出调整，并会就此调整通知客户。如有争议，以东航金融最终决定为准。

Client's Signature 客户签署: \_\_\_\_\_

Date 日期: \_\_\_\_\_

## SCHEDULE 5 附表5

### RISK DISCLOSURE STATEMENT 风险披露声明

This Risk Disclosure Statement does not disclose all of the risks and other significant aspects of trading in securities. In light of the risks, you should undertake such transactions only if you understand the nature of the transactions into which you are entering and the extent of your exposure to risk. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

本风险披露声明并不涵盖买卖证券的所有风险及其它重要事宜。就风险而言，阁下在进行任何上述交易前，应先了解将订立的交易的性质和阁下就此须承担的风险程度。阁下应就本身的投资经验、投资目标、财政资源及其他相关条件，小心衡量自己是否适合参与该等买卖。

#### **1. Risk of Securities Trading 证券交易的风险**

The prices of securities fluctuate, sometimes dramatically. The price of securities 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.

证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必一定能够赚取利润，反而可能会招致损失。

#### **2. Risk of Trading Growth Enterprise Market Stocks 买卖创业板股份的风险**

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。

You 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.

阁下只应在审慎及仔细考虑后，才作出有关的投资决定。创业板市场的较高风险性质及其他特点，意味着这个市场较适合专业及其他熟悉投资技巧的投资者。

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazette newspapers

现时有关创业板股份的数据只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。

You should seek independent professional advice if you are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks

假如阁下对本风险披露声明的内容或创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见。

### **3. Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited** **在香港联合交易所有限公司买卖纳斯达克—美国证券交易所证券的风险**

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

按照纳斯达克——美国证券交易所试验计划（“试验计划”）挂牌买卖的证券是为熟悉投资技巧的投资者而设的。阁下在买卖该项试验计划的证券之前，应先咨询有关持牌人或注册人的意见和熟悉该项试验计划。阁下应知悉，按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

### **4. Futures and Options 期货及期权**

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

本声明并不涵盖买卖期货及期权的所有风险及其他重要事宜。就风险而言，阁下在进行任何上述交易前，应先了解将订立的合约的性质（及有关的合约关系）和阁下就此须承担的风险程度。期货及期权买卖对很多公众投资者都不适合，阁下应就本身的投资经验、投资目标、财政资源及其他相关条件，小心衡量自己是否适合参与该等买卖。

#### **(a) Futures 期货**

##### **i. Effect of ‘Leverage’ or ‘Gearing’ “杠杆”效应**

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are ‘leveraged’ or ‘geared’. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

期货交易的风险非常高。由于期货的开仓保证金的金额较期货合约本身的价值相对为低，因而能在期货交易中发挥“杠杆”作用。市场轻微的波动也会对你投入或将需要投入的资金造成大比例的影响。所以，对阁下来说，这种杠杆作用可说是利弊参半。因此阁下可能会损失全部开仓保证金及为维持本身的仓盘而向有关商号存入的额外金额。若果市况不利阁下所持仓盘或保证金水平提高，阁下会遭追收保证金，须在短时间内存入额外资金以维持本身仓盘。假如阁下未有在指定时间内缴付额外的资金，阁下可能会被迫在亏蚀情况下平仓，而所有因此出现的短欠数额一概由阁下承担。

##### **ii. Risk-reducing orders or strategies 减低风险交易指示或投资策略**

The placing of certain orders (e.g. ‘stop-loss’ orders, or ‘stop-limit’ orders), which are intended to

limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

即使阁下采用某些旨在默认亏损限额的交易指示（如“止蚀”或“止蚀限价”指示），也可能作用不大，因为市况可以令这些交易指示无法执行。至于运用不同持仓组合的策略，如“跨期”和“马鞍式”等组合，所承担的风险也可能与持有最基本的“长”仓或“短”仓同样的高。

#### (b) Options 期权

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.

期权交易的风险非常高。投资者不论是购入或出售期权，均应先了解其打算买卖的期权类（即认沽期权或认购期权）以及相关的风险。阁下应计入期权金及所有交易成本，然后计算出期权价值必须增加多少才能获利。

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.

购入期权的投资者可选择抵销或行使期权或任由期权到期。如果期权持有人选择行使期权，便必须进行现金交收或购入或交付相关的资产。若购入的是期货产品的期权，期权持有人将获得期货仓盘，并附带相关的保证金责任（参阅上文“期货”一节）。如所购入的期权在到期时已无任何价值，阁下将损失所有投资金额，当中包括所有的期权金及交易费用。假如阁下拟购入极价外期权，应注意阁下可以从这类期权获利的机会极微。

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.

出售（“沽出”或“卖出”）期权承受的风险一般较买入期权高得多。卖方虽然能获得定额期权金，但亦可能会承受远高于该笔期权金的损失。倘若市况逆转，期权卖方便须投入额外保证金来补仓。此外，期权卖方还需承担买方可能会行使期权的风险，即期权卖方在期权买方行使时有责任以现金进行交收或买入或交付相关资产。若卖出的是期货产品的期权，则期权卖方将获得期货仓盘及附带的保证金责任（参阅上文“期货”一节）。若期权卖方持有相应数量的相关资产或期货或其他期权作“备兑”，则所承受的风险或会减少。假如有关期权并无任何“备

兑”安排，亏损风险可以是无限大。

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. 某些国家的交易所允许期权买方延迟支付期权金，令买方支付保证金费用的责任不超过期权金。尽管如此，买方最终仍须承受损失期权金及交易费用的风险。在期权被行使又或到期时，买方有需要支付当时尚未缴付的期权金。

(c) Additional Risks Common to Futures and Options 期货及期权之其他常见风险

i. Terms and conditions of contracts 合约的条款及细则

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.

阁下应向替阁下进行交易的商号查询所买卖的有关期货或期权合约的条款及细则，以及有关责任（例如在什么情况下阁下或会有责任就期货合约的相关资产进行交收，或就期权而言，期权的到期日及行使的时间限制）。交易所或结算公司在某些情况下，或会修改尚未行使合约的细则（包括期权行使价），以反映合约的相关资产的变化。

ii. Suspension or restriction of trading and pricing relationships 暂停或限制交易及价格关系

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. 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’.

市场情况（例如市场流通量不足）及 / 或某些市场规则的施行（例如因价格限制或“停板”措施而暂停任何合约或合约月份的交易），都可以增加亏损风险，这是因为投资者届时将难以或无法执行交易或平掉 / 抵销仓盘。如果阁下卖出期权后遇到这种情况，阁下须承受的亏损风险可能会增加。此外，相关资产与期货之间以及相关资产与期权之间的正常价格关系可能并不存在。例如，期货期权所涉及的期货合约须受价格限制所规限，但期权本身则不受其规限。缺乏相关资产参考价格会导致投资者难以判断何谓“公平价格”。

iii. Deposited cash and property 存放的现金及财产

You should familiarize 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.

如果阁下为在本地或海外进行的交易存放款项或其他财产，阁下应了解清楚该等款项或财产会获得哪些保障，特别是在有关商号破产或无力偿债时的保障。至于能追讨多少款项或财产一事，可能须受限于具体法例规定或当地的规则。在某些司法管辖区，收回的款项或财产如有不足之数，则可认定属于阁下的财产将会如现金般按比例分配予阁下。

iv. Commission and other charges 佣金及其他收费

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.

在开始交易之前，阁下先要清楚了解阁下必须缴付的所有佣金、费用或其他收费。这些费用将直接影响阁下可获得的净利润（如有）或增加阁下的亏损。

v. Transactions in other jurisdictions 在其他司法管辖区进行交易

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.

在其他司法管辖区的市场（包括与本地市场有正式连系的市场）进行交易，或会涉及额外的风险。根据这些市场的规例，投资者享有的保障程度可能有所不同，甚或有所下降。在进行交易前，阁下应先行查明有关阁下将进行的该项交易的所有规则。阁下本身所在地的监管机构，将不能迫使阁下已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。有鉴于此，在进行交易之前，阁下应先向有关商号查询阁下本身地区所属的司法管辖区及其他司法管辖区可提供哪种补救措施及有关详情。

vi. Currency risks 货币风险

The profit or loss in transactions in foreign currency-denominated 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.

以外币计算的合约买卖所带来的利润或招致的亏损（不论交易是否在阁下本身所在的司法管辖区或其他地区进行），均会在需要将合约的单位货币兑换成另一种货币时受到汇率波动的影响。

vii. Trading facilities 交易设施

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 member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

电子交易的设施是以计算机组成系统来进行交易指示传递、执行、配对、登记或交易结算。然而，所有设施及系统均有可能暂时中断或失灵，而阁下就此所能获得的赔偿或受制于系统供货商、市场、结算公司及 / 或参与者商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同，阁下应向为阁下进行交易的商号查询这方面的详情。



viii. Electronic trading 电子交易

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.

透过某个电子交易系统进行买卖，可能会与透过其他电子交易系统进行买卖有所不同。如果阁下透过某个电子交易系统进行买卖，便须承受该系统带来的风险，包括有关系统硬件或软件可能会失灵的风险。系统失灵可能会导致阁下的交易指示不能根据指示执行，甚或完全不获执行。

ix. Off-exchange transactions 场外交易

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.

在某些司法管辖区，及只有在特定情况下，有关商号获准进行场外交易。为阁下进行交易的商号可能是阁下所进行的买卖的交易对手方。在这种情况下，有可能难以或根本无法平掉既有仓位、评估价值、厘定公平价格又或评估风险。因此，这些交易或会涉及更大的风险。此外，场外交易的监管或会比较宽松，又或需遵照不同的监管制度；因此，阁下在进行该等交易前，应先了解适用的规则和有关的风险。

## **5. Risk of Client Assets Received or Held outside Hong Kong**

### **在香港以外地方收取或持有的客户资产的风险**

Client assets received or held by the licensed or registered persons 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 of The Laws of Hong Kong) and the rules made thereafter. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第571章）及根据该条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

## **6. Risk of Trading Unit Trusts and Mutual Funds 买卖单位信托及互惠基金之风险**

The Client appreciates that (1) the value of any unit trust or mutual fund and the income from it can fluctuate (including, without limitation, as a result of exchange rate changes) and is not guaranteed in full or at all, (2) past Performance of a unit trust or mutual fund is not necessarily a guide to future Performance and (3) the amount invested in any unit trust or mutual fund may not be recovered in full or at all.

客户明白（1）任何单位信托或互惠基金及其收入之价值均会波动（包括但不限于因汇率变化而波动），而且并非全数担保或有任何担保，（2）单位信托或互惠基金之往绩未必可以预示其未来业绩，及（3）客户未必可以取回全数或于任何单位信托或互惠基金投资之款项。

## **7. Risk of Trading Investment Deposits and Structured Products**

### **交易投资存款及结构性产品之风险**

The Client should note that investment deposits or structured products is not capital protected and is not normal time deposit, and thus should not be considered as normal time deposit or its alternative.

客户应注意投资存款或结构性产品并不保本及有别于普通定期存款，故不应被视为一般定期存款或其替代品。

The Client will have to bear potential credit risk of investment deposits or structured products, which may suffer substantial loss. If the products is withdrawn before maturity, investors will also have to bear liquidity risk and the costs arisen. Such losses and costs may reduce the earnings and the principal amount of the products. Investors should seek professional advice when necessary.

投资者须承担由投资存款及结构性产品衍生的信贷风险，而亏损亦可能相当重大。如此产品于到期前提取，投资者亦须承担流动性风险及因此产生之费用。此等亏损及费用可能减少此产品之利息收益及本金。投资者应就其需要咨询专业意见。

**SCHEDULE 6附表6**  
**CUSTODIAN (if applicable) 保管银行（如适用）**

Name of Custodian 保管银行名称

Account Number 保管银行户口编号

## Contact us 联络我们

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