

海外證券買賣服務之補充協議
Supplemental Agreement For Trading Services On Overseas Securities

客戶名稱：
Account Name: _____

戶口號碼：
Account No.: _____

此補充協議於_____年_____月_____日訂立，協議一方為中富證券有限公司（中央編號：BHF761），辦事處於香港德輔道中 255-257 號錦銓大廈 2 樓 201 室，以下簡稱「中富」，另一方的名稱、地址和身份載於客戶資料附錄（如文義允許，以下簡稱為「客戶」）。

THIS SUPPLEMENTAL AGREEMENT is made on the _____ day of _____ between SR Wealth Securities Limited (CE No.: BHF761) of Room 201, Floor 2, Kam Sang Building, 255-257 Des Voeux Road Central, Hong Kong (hereinafter referred to as SR Wealth of the one part and the party whose name, address and description are set out in the Client Information Statement hereto (where the context permits is hereinafter collectively called the "Client") of the other part.

鑒於
WHEREAS:

此補充協議是補充於中富與客戶所簽訂的《客戶協議書》。客戶欲不時於中富所開立的證券交易戶口進行海外證券買賣。客戶與中富及透過中富及/或中富交易代理有效完成、作出、進行及訂立的所有海外證券買賣，以及客戶在中富所開立及維持的證券交易戶口，均須受制於以下的條款及條件。客戶現同意受以下條款及條件所規限，以進行海外證券買賣：

This Supplemental Agreement is supplemental to the "Client Agreement" entered into by SR Wealth and the Client. The Client is desirous of trading overseas securities through the securities trading account(s) opened with SR Wealth. All overseas securities traded by the Client with and through SR Wealth and/or SR Wealth Trading Agent, and the securities trading account opened and maintained by the Client with SR Wealth shall be subject to and upon the following terms and conditions. The Client hereby agrees to trade the overseas securities according to the following terms and conditions.

雙方協議如下：
NOW IT IS HEREBY AGREED as follows:

1. 定義和詮釋 Definitions and Interpretation

- 1.1 本補充協議中的術語之含義與載於《證券買賣條款及條件》中的《現金證券買賣戶口條款及條件》、《保證金證券戶口條款及條件》及《互聯網證券買賣服務條款及條件》所界定者相同，另有特別聲明者除外。

Terms defined in this Supplemental Agreement have the same meaning as in the "Terms and Conditions for Cash

Securities Trading Account”, “Terms and Conditions for Margin Securities Trading Account” and “Terms and Conditions for Internet Securities Trading Services” contained in the “Terms and Conditions for Securities Trading” unless stated otherwise.

1.2 本補充協議中，除非上下文另有要求，下列術語應具有如下定義：

In this Supplemental Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

「結算規則」

指（a）由香港中央結算有限公司運作的中央結算及交收系統不時生效的一般規則、運作程式及其它適用的規則、手續及規例；及/或（b）相關海外結算系統不時生效的規則、手續及規例（視情況而定）。

“Clearing Rules”

means, as the case may be, (a) the general rules, operational procedures and other applicable rules, procedures and regulations of the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited from time to time in force; and/or (b) the rules, procedures and regulations of the relevant Foreign Clearing System, from time to time in force.

「海外結算所」

指結算或交收公司、法團、組織或機構（由海外證券交易所委任、授權或聘請或設立及運作，藉以向該海外證券交易所提供有關證券交易的結算及交收服務），包括（如文義規定）其代理、代名人、代表、高級職員及僱員。

“Foreign Clearing House”

means the clearing or settlement house, corporation, organization or body (being appointed, authorized or engaged by or established and operated by a Foreign Stock Exchange to provide clearing and settlement services to that Foreign Stock Exchange in respect of the securities) including, where the context so requires, its agents, nominees, representatives, officers and employees.

「海外結算系統」

指由相關海外結算所不時運作的結算及交收系統。

“Foreign Clearing System”

means the clearing and settlement system operated by the relevant Foreign Clearing House from time to time.

「海外證券交易所規則」

指由海外證券交易所制定的規則、規例、細則及程式，以及其不時生效的任何修訂、補充、更改或修改版本。

“Foreign SE Rules”

means the rules, regulations, bylaws and procedures of or made by

	the Foreign Stock Exchange, and any amendments, supplements, variations or modifications thereto from time to time in force.
「海外證券交易所」	指海外司法管轄區之法例容許，在該等司法管轄區經營之股份或證券交易所。
“Foreign Stock Exchange”	means a stock or securities exchange which is permitted to operate in a Foreign Jurisdiction by the law of that Foreign Jurisdiction.
「海外證券法」	指相關海外司法管轄區涉及海外交易的相關法律、法例、規則及規例。
“Foreign Securities Laws”	means the relevant laws, legislations, rules and regulations of the relevant Foreign Jurisdiction relating to the Foreign Transactions.
「海外司法管轄區」	指香港以外的國家、地區或司法管轄區。
“Foreign Jurisdiction”	means a country, territory or jurisdiction outside Hong Kong.
「海外交易」	指於海外證券交易所購買、認購、出售、交換或以其他方式處置任何及所有種類證券所涉及的交易，包括（但不限於）證券保管以及提供代名人或提供託管服務，以及依據客戶協議書及本補充協議進行的其他交易。
“Foreign Transactions”	means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of securities in any Foreign Stock Exchange including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefor and other transactions effected under or pursuant to the Client Agreement and this Supplemental Agreement.
「聯交所規則」	指聯交所的或制定的規則、規例及程式，以及彼等不時生效的任何修訂、補充、更改或修改版本。
“Stock Exchange Rules”	means the rules, regulations and procedures of or made by the Stock Exchange and any amendments, supplements, variations or modifications thereto from time to time in force.
「中富交易代理」	指由中富委任、聘請及指示的代理，以代表客戶在海外司法管轄區內執行、完成、買賣、履行、結算及交收客戶的指示及交易。
SR Wealth Trading Agent	means any agent appointed, engaged and instructed by SR Wealth

for executing, effecting, trading, implementing, clearing and settling the Client's instructions and transactions in a Foreign Jurisdiction on behalf of the Client.

「中富交易代理協定」

指中富及中富交易代理就本條款及客戶交易之目的而訂立的協定及條款及條件（包括其不時的任何修訂或補充版本）。

SR Wealth Trading Agent Agreement

means the agreements and the terms and conditions made between SR Wealth and SR Wealth Trading Agent for the purposes of these terms and the Client's transactions (including any amendment or supplement made thereto from time to time).

- 1.3 所有載於《證券買賣條款及條件》中的《現金證券買賣戶口條款及條件》、《保證金證券戶口條款及條件》及《互聯網證券買賣服務條款及條件》中所提及的「交易」或證券買賣將被視為包括海外證券交易或買賣（如適用）。

References to "Transaction" or trading of securities in the "Terms and Conditions for Cash Securities Trading Account", "Terms and Conditions for Margin Securities Trading Account" and "Terms and Conditions for Internet Securities Trading Services" contained in the "Terms and Conditions for Securities Trading" shall be deemed to include the transaction or trading of overseas securities (where applicable).

2. 先決及一般事項 Preliminary and General Matters

- 2.1 客戶須確保取得適用於任何證券交易之任何政府或其他監管機構或當局之一切所需授權、批准及同意，並且遵從有關條款及該等機構及當局之一切適用規例。

The Client shall ensure that all necessary authorisations, approvals and consents of any governmental or other regulatory body or authority applicable to any securities trading are obtained and that the terms thereof and all the applicable regulations of such bodies and authorities are complied with.

- 2.2 海外交易須受有關市場或海外證券交易所之規則所規限。客戶於不同市場及交易所之交易可獲得不同程度和類別之保障。

Foreign Transactions shall be subject to the rules of the relevant markets or Foreign Stock Exchanges. The Client may have varying levels and types of protection in relation to transactions on different markets and exchanges.

- 2.3 客戶承認，在若干情況下，中富會因聯交所或其他海外證券交易所之實際環境限制及證券價格急劇變動而延遲作價或延遲買賣，而中富可能於付出合理努力後仍未能於任何指定時間按所報價格進行買賣。客戶同意，中富無須因其未能或無能力遵照客戶指令而引致之任何損失負責或承擔任何法律責任。

The Client acknowledges that there may, on occasions, be a delay in making prices or in dealing by due to the

physical constraints on the Stock Exchange or other Foreign Stock Exchange and the rapid changes in the prices of securities and SR Wealth may not, after using reasonable endeavours, be able to trade at the prices quoted at any specific time. The Client agrees that SR Wealth shall not be liable for any loss arising by reasons of its failing, or being unable, to comply with any terms of an order of the Client.

- 2.4 客戶承認，鑒於執行交易之聯交所或其他海外證券交易所之買賣慣例，或許不能永遠按「最佳」或「市場」價格執行指令，客戶同意，在任何情況下均受中富按照客戶指示所執行交易之約束。

The Client acknowledges that due to the trading practices of Stock Exchange or other Foreign Stock Exchange in which transactions are executed, it may not always be able to execute orders at the prices quoted “at best” or “at market” and the Client agrees in any event to be bound by transactions executed by SR Wealth following instructions given by the Client.

- 2.5 中富須應聯交所或證監會或相關海外證券交易所或相關海外證券交易所所有關之其他監管機構之要求，披露客戶之姓名、實際受益人身份及其他資料。為遵從聯交所規則或相關海外證券交易所規則、證券及期貨條例或海外期貨法及/或聯交所及/或相關海外證券交易所要求之客戶本身之其他資料，客戶承諾將所需資料於中富指定時間內向中富披露。客戶謹不可撤回地授權中富作出任何該等披露。

SR Wealth shall upon the request of the Stock Exchange or SFC or the relevant Foreign Stock Exchange or other regulators relating to the relevant Foreign Stock Exchange disclose the name, beneficial identity and such other information concerning the Client. The Client undertakes to disclose such other information concerning itself to SR Wealth within the time SR Wealth specified as may be required for SR Wealth to comply with the Stock Exchange Rules or the relevant Foreign SE Rules, the securities and Futures Ordinance or Foreign Securities Law and/or the requirements of the Stock Exchange and/or the relevant Foreign Stock Exchanges. The Client irrevocably authorizes SR Wealth to make any such disclosure.

- 2.6 於海外司法管轄區為客戶或代客戶進行，以及透過海外證券交易所正式訂立及獲相關海外證券交易所認可的每宗海外交易，乃受到相關海外證券交易所、相關海外結算所及相關海外結算系統的憲章、規則、規例、細則、常規及慣例，以及該地區或國家法例的相關條文所規限。中富根據該等法例、規則及指示而採取的所有行動均對客戶具有約束力。

Every Foreign Transaction made for or on behalf of the Client in any Foreign Jurisdiction and duly concluded through and recognized by Foreign Stock Exchange is subject to the relevant provisions of the constitution, rules, regulations, by-laws, customs and usages of the relevant Foreign Stock Exchange, the relevant Foreign Clearing House and the relevant Foreign Clearing System, and of the laws of such territory or country. All actions taken by SR Wealth in accordance with such laws, rules and directions shall be binding on the Client.

3. 服務 Services

- 3.1 中富是證券交易（包括海外證券交易）的代理人。除非另有書面協定，否則客戶應以主事人的身份與中富進行交易。

SR Wealth is acting as an agent for trading securities (including overseas securities). The Client shall, unless otherwise agreed in writing, enter into transactions with SR Wealth as a principal.

- 3.2 在不損害本條款的其他條文的情況下，客戶同意及授權中富，按中富可能按其絕對酌情權認為適合的情況下，委任、聘請及指示中富交易代理，以在海外司法管轄區內執行、完成、買賣、履行、結算及交收任何客戶指示及海外交易。

Without prejudice to other provisions in these terms and conditions, the Client agrees and authorizes to appoint, engage and instruct SR Wealth Trading Agents as SR Wealth may in its absolute discretion deem fit to execute, effect, trade, implement, clear and settle any Client's instructions and Foreign Transactions in a Foreign Jurisdiction.

- 3.3 即使中富已接納及同意進行、執行或完成客戶的任何指示及/或交易，但倘若中富交易代理按其絕對酌情權決定（a）拒絕接納、進行、執行或完成任何客戶的指示及/或交易；或（b）拒絕對任何已接納客戶的指示及/或交易採取行動或停止進行、執行或完成有關客戶的指示及/或交易，中富可按其絕對酌情權決定（a）停止接納、進行、執行或完成任何已接納的客戶指示及/或交易；或（b）拒絕對任何已接納的客戶指示及/或交易採取行動或停止進行、執行或完成有關客戶的指示及/或交易，而無需給予任何理由。中富在任何情況下無須對於客戶因為其不接納、進行、執行、完成有關指示及/或交易或不行事，或遺漏發出相關通知而引致客戶（直接或間接）或就此而蒙受及/或招致的任何損失、損害賠償、開支或任何利潤損失，承擔法律責任（包括因疏忽招致的法律責任）。

Notwithstanding that SR Wealth has accepted or agreed to carry out, execute or effect any Client's instructions and/or transactions, if the SR Wealth Trading Agent, in its absolute discretion, (a) decline to accept, carry out, execute or effect any Client's instructions and/or transactions; or (b) decline to act on or stop carrying out, execute or effect any accepted Client's instructions and/or transactions, SR Wealth may, in its absolute discretion, (a) stop or discontinue to accept, carry out, execute or effect any such accepted or agreed Client's instructions and/or transactions; or (b) decline to act on or stop carrying out, execute or effect any such accepted Client's instructions and/or transactions without giving any reason therefor SR Wealth shall not, in any circumstances, be liable (including liability for negligence) in any way to the Client for any loss, damages, expenses or loss of profit whatsoever suffered and/or incurred by the Client arising out (directly or indirectly) of or in connection with its not accepting, carrying out, executing, effecting or acting on such instructions and/or transactions or omitting to give notice therefor.

4. **相關匯率協定及/或匯率釐定基準 Exchange rate agreement and/or the basis of formulation of exchange rate**
貨幣兌換服務 – 如客戶有要求，中富將以代理人的身份向客戶提供貨幣兌換服務（但中富不保證能為客戶全數兌換）。所兌換之貨幣只能用作海外交易用途。中富將按有關貨幣兌換銀行向中富提供之兌換匯率並收取不多於 50 匯差點子作為行政費用。中富有權隨時更改其行政費用所收的匯差點子。有關的貨幣兌

換率亦於客戶的戶口結單上顯示。

Currency exchange service - SR Wealth will act as agent to provide currency exchange services to the Client at his/her request (SR Wealth cannot guarantee that the currency exchange will be satisfied in full or in part, or at all for the Client). The currency exchanged can only be used for the purpose of Foreign Transactions. SR Wealth shall charge not more than 50 pips difference on the exchange rate provided by the bank as the administration fee. SR Wealth shall have the right to amend its administration fee (pips difference on the exchange rate) at any time. The currency exchange rate will also be shown on the Client's account statement.

有關的貨幣兌換申請須於每日上午 11 時 30 分前提交予中富，否則有關申請將順延至下一個交易日處理。

The application of currency exchange should be submitted to SR Wealth before 11:30 a.m. each day, otherwise, the process of the application shall be postponed to the next trading day.

5. 費用及收費 Fees and Charges

客戶須向中富支付聯交所或任何海外證券交易所證券買賣訂明之交易費用，中富不時釐定及知會客戶之佣金及任何附加費用。

The Client shall pay to SR Wealth the exchange fees prescribed by the Stock Exchange or any Foreign Stock Exchange for securities trading, commission and such additional charges as may be determined by SR Wealth from time to time and notified to the Client.

6. 終止 Termination

中富保留權利可因任何理由，在無須通知及不受限制下全權決定終止向客戶提供海外證券買賣服務或其任何部分，該等理由包括但不限於客戶違反本補充協議或中富停止委任中富交易代理或中富交易代理協定的終止。

SR Wealth reserves the right to terminate the provision of trading services for overseas securities for Client or any portion of them at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the breach of this Supplemental Agreement by the Client or termination of the appointment of SR Wealth Trading Agent by SR Wealth or termination of the SR Wealth Trading Agent Agreement.

7. 管轄法律及司法管轄權 Governing Law and Jurisdiction

客戶同意，中富有權在其認為合適的任何司法管轄區強制執行及執行香港法院的裁決，客戶謹此進一步同意，不會在本補充協議下產生的任何法律程式中（包括為在其他司法管轄區強制執行裁決而進行的法律程式）提出反對，亦不就香港或其他司法管轄區法院的裁決提出上訴。

The Client agrees that SR Wealth is entitled to enforce and execute the judgment of the courts of Hong Kong in any jurisdiction as it thinks fit. The Client hereby further agrees not to oppose in any legal proceedings arising under this Supplemental Agreement (including the legal proceedings in other jurisdictions for enforcement of judgment) and not to appeal the judgment of the courts of Hong Kong or other jurisdiction.



8. 其他 Miscellaneous

8.1 中富可不時修改本補充協議之條款，並會以書面方式或向客戶發出合理通知。

SR Wealth may change the terms in this Supplemental Agreement from time to time by giving the Client reasonable notice in writing.

8.2 倘本補充協議的中文本與英文本有任何不一致之處，概以英文本為準。

If there is any inconsistency between the Chinese and English versions of this Supplemental Agreement, the English version shall prevail.

本補充協議於前述日期由雙方簽署，特此為證。

AS WITNESS the hands of the parties hereto the day and year first above written.

由客戶簽署 SIGNED by the Client

在見證人見證下簽署

In the presence of:

客戶簽署 Client Signature

授權簽署/商業印鑒 Authorized Signature(s)/Business Chop

見證人姓名 Name of Witness:

見證人香港身份證/護照號碼 H.K.I.D. Card/Passport No. of Witness: _____

由中富證券有限公司
之授權簽署人簽署
SIGNED by an Authorized signatory
For and on behalf of
SR Wealth Securities Limited

For and on behalf of
SR Wealth Securities Limited
中富證券有限公司

授權簽署 Authorized Signature

客戶確認書 Client's Acknowledge

本人/吾等_____（客戶姓名）經已以本人/吾等選擇的語言，獲由
_____（中央編號：_____）（持牌代表）全部清楚解
釋本海外證券買賣服務之補充協議的內容，並已獲邀請細閱本補充協議、提出問題及徵求獨立的意見（如有此
意願）。

I/We, _____(Name of Client) confirm that the
contents of this Supplemental Agreement for Trading Services on Overseas Securities have fully explained by
_____ (CE No: _____) (Licensed Representative) in a
language which I/we choose and I/we also have been invited to read this Supplemental Agreement, to ask question and
take independent advice (if I/we wish).

客戶簽署 Client Signature

日期 Date

授權簽署/商業印鑒 Authorized Signature(s)/Business Chop

持牌代表聲明 Declaration by the Licensed Representative

本人_____，按證券及期貨條例註冊之中央編號為_____（持牌代表），
特此聲明經已於下列地址，以客戶選擇的語言，向_____（客戶姓名）全部清除解
釋本海外證券買賣服務之補充協議的內容，並已邀請客戶閱讀本補充協議、提出有關問題及徵求獨立的意見（如
有此意願）。

I, _____, registered under the Securities & Futures Ordinance with
CE No.: _____(Licensed Representative), have fully explained the contents of this Supplemental Agreement for
Trading Services on Overseas Securities to _____(Name of Client) at
the following address in a language which the Client choose(s) and also have invited the Client to read this Supplemental
Agreement, ask questions and take independent advice (if the Client wishes).

☐ 香港德輔道中 255-257 號錦牲大廈 2 樓 201 室

Room 201, 2/F, Kam Sang Building, 255-257 Des Voeux Road Central, HK

持牌代表簽署 Signed by Licensed Representative

日期 Date