

IPO Supplemental Letter for Cash Clients and Margin Financing Clients 適用於現金客戶及孖展融資客戶的首次公開招股補充函

Supplemental Letter for Initial Public Offerings of Securities Proposed to be Listed on The Stock Exchange of Hong Kong Limited (“Exchange”) 擬於香港聯合交易所有限公司（「聯交所」） 上市的證券的首次公開招股的補充函

Account Number 戶口號碼
Account Name (the “Customer”) 戶口名稱（「客戶」）
Date 日期

1. Authority to Apply for Securities in New Issues 委託申請新股發行中的證券

This letter sets out the terms and conditions upon which HSBC Broking Securities (Asia) Limited 滙豐金融證券（亞洲）有限公司 (the “**Broker**”) will from time to time accept instructions, and will permit the Customer to make applications (“**Applications**”) for initial public offerings of Securities (whether by way of an offer for sale or a new issue) or similar transactions involving Securities for which application has been made for listing on the Exchange (“**New Issues**” or “**IPO**”) through the Customer’s account with the Broker. All Applications shall (i) be subject to the terms and conditions set out in the Broker’s standard terms of business (the “**Terms of Business**”) and other standard customer account documents (together with the Terms of Business, the “**Account Documents**”) and this letter and (ii) shall be conditional upon the Customer having read, understood, executed and returned the Account Documents to the Broker. Applications may also be subject to a subscription handling charge as set out in the fees and charges schedule. Unless otherwise specified herein, terms defined in the Account Documents will have the same meanings when used in this letter. The Customer cannot revoke or withdraw an instruction to submit an Application without the Broker’s prior consent.

本函列載滙豐金融證券（亞洲）有限公司（HSBC Broking Securities (Asia) Limited）（「**本經紀行**」）將不時接受指示及將准許客戶通過客戶在本經紀行處開設的戶口申請（「**申請**」）首次公開招股的證券（不論以公開發售或新股發行的方式）或進行涉及已申請在聯交所上市的證券（「**新股發行**」或「**首次公開招股**」）的類似交易的條款和細則。所有申請須（i）遵守本經紀行的標準商業條款（「**商業條款**」）及其他標準客戶戶口文件（與商業條款統稱「**戶口文件**」）及本函所載的條款和細則；並須（ii）以客戶已閱讀、明白、簽署及交回戶口文件予本經紀行為條件。申請亦或須付認購處理費，認購處理費中費用及收費載於附表。除非本函另行註明，否則戶口文件所定義的詞語用於本函時均具有相同意義。未經本經紀行事先同意，客戶不得撤銷或撤回關於提交申請的指示。

The Broker is authorised from time to time to apply for New Issues (i) as agent on behalf of the Customer upon the instructions of the Customer; (ii) as agent on behalf of other customers of the Broker and its Affiliated Companies including discretionary Customers; and (iii) for the account of the Broker and/or its Affiliated Companies, through one or more applications made by the Broker or such nominee companies or agents from time to time appointed by the Broker. The Broker shall be under no obligation to make any particular Application and, once made, the Broker may, where possible, withdraw any Application made for the account of the Customer at any time.

本經紀行有權不時以下列方式申請新股發行：（i）獲客戶指示作為客戶的代理；（ii）作為本經紀行及其聯營公司其他客戶（包括全權委託客戶）的代理；及（iii）通過本經紀行或本經紀行不時委託的代理公司或代理作出的一項或多項申請為本經紀行及／或其聯營公司作出申請。本經紀行沒有義務作出任何指定的申請及，一旦作出申請，本經紀行可，如可能的話，隨時撤銷為客戶作出的任何申請。

In accordance with current Hong Kong regulatory requirements for New Issues, such nominee companies or the Broker or the Broker’s agents, as the case may be, may be required, in respect of the Customer and/or the Customer’s application, to make certain undertakings, representations and warranties to any one or more of the following persons (together “**Relevant Persons**”):

根據香港現行監管新股發行的規定，上述代理公司或本經紀行或本經紀行的代理，視情況而定，可能需要就客戶及／或客戶的申請向以下一名或多名人士（統稱「**相關人士**」）作出若干承諾、聲明及保證：

- (a) An issuer of the Securities (each an “**Issuer**”);
證券發行人（「**發行人**」）；
- (b) Sponsors, underwriters, placing agents and other intermediaries involved in the New Issues (whether or not acting on behalf of an Issuer) (each an “**Intermediary**”);
保薦人、包銷商、配售代理及其他涉及新股發行的中介機構（不論是否代表發行人行事）（各稱「**中介機構**」）；



- (c) The Exchange, the Securities and Futures Commission of Hong Kong, Hong Kong Securities Clearing Company Limited, their agents, or other relevant regulators (each a “Regulator”); and 聯交所、香港證券及期貨事務監察委員會、香港中央結算有限公司、其代理或其他有關監管機構（各稱「監管機構」）；及
- (d) any other relevant person. 任何其他有關人士。

The Broker is authorised to enter into such undertakings, representations and warranties in reliance solely upon undertakings, representations and warranties being given by the Customer to the Broker.

本經紀行有權純粹依賴客戶向本經紀行發出的承諾、聲明及保證作出該等承諾、聲明及保證。

The Customer acknowledges that the legal and regulatory requirements and market practice in relation to New Issues may vary from time to time as may the requirements of particular New Issues. To the extent that such variations affect Applications, or the performance of the parties' obligations hereunder, the Customer: (a) will provide such information and take such additional steps and make such additional representations, warranties and undertakings as the Broker may require, and (b) authorises the Broker to make such disclosure and take such additional steps as may be necessary or, in the Broker's opinion desirable, from time to time in relation to such variations.

客戶確認，有關新股發行的法律及監管規定及市場常規以及個別新股發行的規定可能不時變更。在該等變更將影響申請或雙方履行本函項下的義務的範圍內，客戶須（a）按照本經紀行可能提出的要求提供資料及採取額外的行動及作出附加的聲明、保證及承諾；及（b）不時就該等變更授權本經紀行作出可能需要的或本經紀行認為適宜的披露及額外的行動。

2. Undertakings, Representations and Warranties 承諾、聲明及保證

2.1 The Customer hereby agrees that: (a) the Customer shall not request the Broker to make an Application unless all of the following undertakings, representations and warranties (“Representations and Warranties”) are up-to-date, true, complete and accurate in respect of the Application and the New Issue to which the Application relates at the time of making such request, (b) such Representations and Warranties will continue to be up-to-date, true, complete and accurate at all relevant times after such request is made; (c) upon making such a request, the Customer shall be deemed to give to the Broker such Representations and Warranties in respect of such Application and such New Issue; and (d) the Broker shall rely on the same and, on behalf of the Customer, may give similar undertakings, representations and warranties to any Relevant Person:

客戶在此同意：（a）除非下列就申請及與申請有關的新股發行作出的所有承諾、聲明及保證（「聲明及保證」）在客戶要求本經紀行作出申請時乃最新，真確，完整及準確，否則客戶不得作出該要求；及（b）在作出該要求後的所有有關時間內，下述聲明及保證將繼續保持最新，真確，完整及準確；（c）在作出該要求後，客戶將被視為就該申請及新股發行向本經紀行作出下述聲明及保證；及（d）本經紀行將依賴下述聲明及保證，並可代表客戶向任何相關人士發出類似承諾、聲明及保證：

- (a) the Customer is acting as principal;
客戶是作為主事人行事；
- (b) the Application is the only application for Securities made and the only application intended by the Customer to be made, for the benefit of the Customer in respect of such New Issue by the Customer or by anyone applying as the Customer's agent or by any other person and if the Customer is an unlisted company which does not carry on any business other than dealing in Securities, the Application of the Customer in respect of such New Issue is the only application intended to be made for the benefit of the person, if any, who exercises statutory control over the Customer;
該申請是客戶或任何作為客戶代理的申請人或任何其他人士就該新股發行為客戶的利益對證券作出的唯一的申請及將作出的客戶唯一擬作出的申請，及倘若客戶是一家除了證券交易之外就沒有從事任何其他業務的非上市公司，則客戶就該新股發行的申請是為了對客戶行使法定控制權的人士（如有）的利益唯一擬作出的申請；
- (c) the Customer will familiarise himself and comply with all the terms and conditions governing the Securities of the New Issue and the application for such Securities set out in any prospectus/offering document and the application form or any other relevant document in respect of such New Issue;
客戶將熟讀及遵守任何招股章程／發售文件及申請表格或任何其他有關該新股發行的文件中所載的監管新股發行中的證券及申請該等證券的所有條款和細則；
- (d) the Customer gives to the Broker all the representations, warranties and undertakings which an applicant for Securities in such New Issue is required by any Relevant Person or legislation, rule or regulation to give;
客戶向本經紀行提供任何相關人士或法例、規例或條例規定該新股發行中的證券的申請人提供的所有聲明、保證及承諾；

- (e) the Customer will be bound by all applicable announcements made by any Relevant Person and all the applicable legislation, rules and regulations governing the New Issue;
客戶將受任何相關人士作出的所有適用公告及所有監管該新股發行的適用法例、規例及條例約束；
- (f) the Customer is not a person prohibited or restricted by any Relevant Person or any legislation, rule or regulation from applying for the Securities in such New Issue and the Application is not being made on behalf of such person;
客戶並非受任何相關人士或任何法例、規例或條例禁止或限制申請該新股發行中的證券的人士，而該申請並非代表該人士作出；
- (g) subject to this letter, the Customer is the sole beneficial owner of the Secured Assets (as defined below);
本函據如無明載，客戶為擔保資產（定義見下文）的唯一實益擁有人；
- (h) the Secured Assets (as defined below) are free from (i) any mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (“Security Interests”) (other than the Security Interests created under this letter); and (ii) any interests or claims of third parties (other than interests or claims arising by operation of law affecting companies generally);
擔保資產（定義見下文）不帶（i）任何抵押、押貨預支或其他抵押權益擔保任何人任何義務的按揭、押記、質押、留置權或轉讓，或作用類同的任何其他協議或安排（下稱「擔保權益」）（本函據所設抵押權益除外）；及（ii）任何第三方權益或申索（法律所定普遍影響公司權益或申索除外）；
- (i) the Application is not being made on behalf of a beneficial owner of existing issued securities of an Issuer or a director of an Issuer or any related person of such director of an Issuer or their respective associates save in circumstances permitted by the Rules Governing the Listing of Securities on The Exchange; and
除非在聯交所證券上市規則批准的情況下，否則該申請並非代表發行人現有已發行證券的實益擁有人或發行人的董事或發行人的董事的任何關連人士或其各自的聯繫人士作出；及
- (j) there has been no change to the Customer's advice to the Broker in respect of whether the Customer is in any way related or connected to the HSBC Group since the last notification provided by the Customer.
客戶於最後通知內提供予本經紀行有關其是否與滙豐集團有關聯或關連的資料沒有更改。

2.2 In the event that the Broker is asked to provide or, in its absolute discretion considers it necessary for its own protection to provide, to a Relevant Person any information in the knowledge of the Broker that may relate to the Customer in any way, the Customer hereby authorises the Broker to disclose any such information as the Broker sees fit.

倘若本經紀行獲要求或根據其絕對的酌情權認為有需要為保護自己而向任何相關人士提供任何就本經紀行所知可能與客戶有任何關係的資料，客戶在此授權本經紀行披露任何本經紀行認為適宜的資料。

3. Customer's Acknowledgements

客戶確認

The Customer hereby also acknowledges and agrees that:

客戶並在此確認及同意：

- (a) the Representations and Warranties will be relied upon by the Broker in deciding whether or not to make, as agent for the Customer, an Application in respect of a New Issue;
本經紀行將依賴上述聲明及保證決定是否作為客戶的代理就新股發行作出申請；
- (b) the Representations and Warranties will be relied upon, by the Broker and/or a Relevant Person in deciding whether or not to make any allotment of Securities in response to the Application made by the Broker as agent for the Customer in respect of a New Issue;
本經紀行及／或相關人士將依賴上述聲明及保證決定是否對本經紀行作為客戶的代理就新股發行作出的申請作出任何證券的配發；
- (c) if the Broker agrees to provide an IPO loan facility (“IPO Loan Facility”) to the Customer, the provision of an IPO Loan Facility shall not, by itself, constitute solicitation of the sale or recommendation of the securities in a New Issue;
如本經紀行同意向客戶提供新股認購貸款融通（「新股認購貸款融通」），就提供該新股認購貸款融通而言，其本身不會構成招攬銷售或建議任何新股發行中的證券；
- (d) any Application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which the Customer exercises statutory control shall be deemed to be an Application made for the benefit of the Customer;
任何由一家除證券交易之外就沒有從事任何其他業務而客戶對其擁有法定控制權的非上市公司所作出的申請，將被視作為了客戶的利益而作出的申請；

- (e) the Customer's personal identification information with the Broker is accurate and up-to-date. The Customer will inform the Broker of any changes to the personal identification information and will provide any related information required by the Broker as soon as possible after any change;
 客戶提交予本經紀行的個人身份資訊皆為最新及準確資料。如果客戶的個人身份資訊發生變更，客戶將通知本經紀行，並且在發生變更後儘快提供本經紀行要求的相關資訊；
- (f) for an IPO processed via the Fast Interface for New Issuance (also known as "FINI") platform, the Broker will share the Customer's Broker-to-Client Assigned Number ("BCAN") or Client Identification Data ("CID") as permitted under the Broker's Notice relating to the Personal Data (Privacy) Ordinance; and
 對於通過 Fast Interface for New Issuance (「FINI」) 平臺處理的首次公開招股而言，本經紀行將依據其關於個人資料（私隱）條例的通知中所允許的情況下分享客戶的**券商客戶編號**或**客戶識別信息**；及
- (g) if the Customer applies for an IPO and subsequently withdraws the consent to the Broker sharing the Customer's BCAN or CID without also cancelling the Application, the Broker may still share the Customer's BCAN or CID for that IPO. If the Customer applies for an IPO and subsequently updates the CID with the Broker, (i) the Application may be processed based on the original CID, and (ii) if the Customer wants the Application to be processed using the updated CID, the Customer should cancel the Application and submit another application after the CID has been updated.
 如果客戶在申請首次公開招股後撤回對本經紀共用客戶的券商客戶編號或客戶識別資訊的許可，但未在同一時間取消相關申請，本經紀行仍然仍可就是次公開招股共用客戶的券商客戶編號或客戶識別信息。如果客戶在申請首次公開招股並且隨後向本經紀更新其存於本經紀的客戶識別資訊，則（i）其首次公開招股可能會根據原始的客戶識別資訊進行處理，及（ii）如果客戶希望使用更新後的客戶識別資訊處理首次公開招股申請，客戶應取消其首次公開招股申請，並在客戶識別資訊更新後提交另一份首次公開招股申請。

4. Initial Subscription Cost and Providing Information

初始認購款項及提供信息

- 4.1 The Customer authorises the Broker to debit funds from the Customer's account to cover any subscription cost (which includes (i) the application money (which includes any applicable premium), (ii) the expected fees, charges and expenses, and (iii) any other amount representing actual or contingent liabilities incurred by the Broker in connection with acting on the Customer's instruction to make an Application (collectively, the "Initial Subscription Cost")) for an Application.
 客戶授權本經紀行從客戶的戶口中扣除金額以支付用於申請的任何認購款項（包括（i）申請款項（包括任何適用的溢價），（ii）預計的費用、收費及開支，及（iii）作為本經紀行因處理客戶的申請指示而招致的實際或待確定債務的任何其他金額（合稱「**初始認購款項**」））。
- 4.2 The Customer must ensure that there are sufficient available cleared funds in the Customer's account with the Broker at all times between (i) the time the Broker receives an Application; and (ii) the time the Broker transfers the relevant amount for the purposes of settling the Application. The Customer irrevocably authorises the Broker to apply the Initial Subscription Cost from the Customer's account directly for the Application if made by the Broker or remit it to its nominee(s) if the Application is made by them.
 客戶必須確保由（i）本經紀行接獲申請起直至（ii）本經紀行劃轉有關款項用於申請結算的任何時間，客戶在本經紀行開立的戶口內備有足夠可用以結算款項。客戶不可撤銷地授權本經紀行，（如申請由本經紀行作出）直接從客戶的戶口將初始認購款項用於申請，（如申請由本經紀行的代名人作出），本經紀行會將該金額匯款至本經紀行的代名人。
- 4.3 The Customer agrees that the Broker has the right to withhold the relevant amount from the sum available in the Customer's account from the date the Broker receives an Application until the relevant amount is actually transferred from the Customer's account. If the Broker exercises this right, the Customer is not entitled to withdraw, use or deal with all or any part of such balance until such date as specified in the application instruction of the relevant IPO or until the Broker notifies the Customer that the instruction is not carried out for any reason.
 客戶同意，本經紀行有權由收到申請之日起從客戶戶口的可用款項扣起有關金額，直至有關金額已實際從客戶的戶口轉出。如本經紀行使此權利，客戶無權提取、使用或處理該餘額的全部或部分，直至有關首次公開招股的申請指示內指明的日期或本經紀行通知客戶指示因任何原因不被執行。
- 4.4 If the offer price of the Securities the Customer applied for in an IPO (as finally determined by the Issuer) is higher than the initial offer price, the Customer agrees to pay for the shortfall amount of the Initial Subscription Cost and authorises the Broker (but the Broker has no obligation) to debit the shortfall amount from the Customer's account.
 如客戶申請的首次公開招股證券的發售價（由發行人作最終決定）比首次發售價為高，客戶同意支付初始認購款項的不足金額並授權本經紀行（但本經紀行無責任）從客戶的戶口扣除不足金額。
- 4.5 The Customer understands that the Broker or its nominee(s) will not make an Application on the Customer's behalf unless the Broker or its nominee(s) have received at a time specified by the Broker all documents and information necessary to enable the Broker or its nominee(s) to make the Application.
 客戶理解，除非本經紀行或其代名人在本經紀行指定的時間已經收到使本經紀行或其代名人能夠作出申請而需要的全部文件及資料，否則本經紀行或其代名人不會代表客戶作出申請。
- 4.6 The Customer agrees that the Broker may exercise any of the rights under this clause 4 any number of times after the Customer submits the Application.
 客戶同意，在客戶提交申請後，本經紀行可以不限次數行使本第 4 條下的任何權利。

5. Submission of Application

提交申請

- 5.1 The Broker will process the Customer's instruction to apply for Securities in an IPO and process the Application (including exercising the Broker's right to refuse to make the Application) in accordance with the terms and conditions set out in this letter and the Account Documents.
本經紀行會按本函和戶口文件中的條款與條件處理客戶就申請證券首次公開招股作出的指示，並處理申請（包括行使本經紀行拒絕作出申請的權利）。
- 5.2 If the Broker refuses to act on any instruction to apply for Securities in an IPO for any reason, the Broker will refund any amount debited by the Broker in relation to that instruction (in full but without interest) in accordance with clause 6 below.
如因任何原因本經紀行拒絕處理客戶申請證券首次公開股指的指示，本經紀行會按下文第 6 條不計利息全數退還任何本經紀行就該指示已扣除的金額。
- 5.3 Where multiple or suspected multiple applications for Securities in an IPO from the Customer are identified by the Issuer, its share registrar or the Issuer's advisers, the Application submitted by the Broker on behalf of the Customer may be removed from balloting. The removed application will be regarded as an unsuccessful application by the Broker and will be arranged for refund of the Initial Subscription Cost (excluding the Broker's handling fee, if any) in connection with that application in accordance with clause 6 below.
如果發行人、其股份登記處或發行人的顧問發現了多於一份來自客戶的證券首次公開招股申請或者疑似來自客戶的多於一份證券首次公開招股申請，客戶由本經紀行提交的申請可能會從抽籤分配安排中刪除。被刪除的申請會被本經紀行視為失敗的申請，本經紀行將按照下文第 6 條安排退還與該申請有關的初始認購款項（不含本經紀行之手續費，如有）。

6. Refund of Initial Subscription Cost

退還初始認購款項

- 6.1 The Broker will arrange for refund of Initial Subscription Cost in the following circumstances:
本經紀行將在下列情況安排退還初始認購款項：
- (a) if the Broker does not submit an application for the Customer for any reason, the Broker will arrange to refund the Initial Subscription Cost in connection with the application debited by the Broker (in full but without interest) to the Customer by crediting the relevant amount to the Customer's account within a reasonable time upon closing of the relevant IPO application or such period of time as the Broker considers appropriate; or
如因任何原因本經紀行沒有遞交申請，本經紀行會於有關首次公開招股申請結束後合理時間內或本經紀行認為合適的期間內作出安排，將本經紀行就有關申請已扣除的初始認購款項（全數並不計利息）的金額，存入客戶的戶口，以將該等款項退還給客戶；或
- (b) if the Broker submits an application on behalf of the Customer but it is unsuccessful or only partly successful or rejected where multiple or suspected multiple application from the Customer are identified, the Broker will arrange to refund the Initial Subscription Cost (in full or in part (as applicable) but without interest) to the Customer by crediting the relevant amount to the Customer's account within a reasonable time after: (1) the allotment and the settlement of the successful applications of the relevant IPO; or (2) the Broker receives the refund from the relevant Issuer, including where the offering is cancelled during or after the settlement of the IPO.
如本經紀行代客戶遞交申請惟該申請不成功或只是部分成功，或者因發現了多份來自客戶的申請或疑似多份申請被拒收，本經紀行會在（1）就成功的首次公開招股申請完成配股和結算之後；或（2）從有關發行人收到退款（包括在首次公開招股結算期間或者之後取消發售的情形）之後合理時間內作出安排，將初始認購款項（全數或部分（視情況適用）並不計利息）的金額，存入客戶的戶口，以將該等款項退還給客戶。
- 6.2 If the offer price of the Securities the Customer applied for in an IPO (as finally determined by the Issuer) is less than the initial offer price, the Broker will arrange to refund the surplus amount of the Initial Subscription Cost debited in connection with the application to the Customer in accordance with the terms and conditions of the relevant IPO.
如客戶申請的首次公開招股證券的發售價（由發行人作最終決定）比首次發售價為低，本經紀行會作出安排，將本經紀行就有關申請已扣除的初始認購款項餘額按有關首次公開股指的條款及細則退還予客戶。
- 6.3 All fees, charges and expenses charged by the Broker in relation to an application are not refundable unless the Broker agrees otherwise.
除非本經紀行另行同意，本經紀行就申請收取的費用、收費及開支概不退還。

7. IPO Loan Facility (if applicable) 新股認購貸款融通（如適用）

- 7.1 The Broker may provide at its discretion an IPO Loan Facility on such terms and conditions as the Broker may specify from time to time.
本經紀行可不時指定條款及細則，酌情依該等條款及細則提供新股認購貸款融通。
- 7.2 If the Broker agrees to provide an IPO Loan Facility to the Customer, the Broker's provision of and the Customer's use of an IPO Loan Facility, and all transactions and dealings effected by the Customer or for the Customer through these services will be subject to (i) the terms and conditions of this letter, (ii) the Broker's terms and conditions governing the Customer's account (including the Account Documents), and (iii) all other applicable terms and conditions as the Broker may specify from time to time, including those set out in this letter.
如本經紀行向客戶提供新股認購貸款融通，本經紀行提供及客戶使用新股認購貸款融通，及透過此等服務由客戶或代客戶執行的所有交易及買賣均受限於（i）本函的條款及細則、（ii）本經紀行規管客戶戶口的條款及細則（包括戶口文件）及（iii）本經紀行不時指定的所有其他適用條款及細則（包括於本函所載的條款及細則）。
- 7.3 Use of IPO Loan Facility
使用新股認購貸款融通
- (a) An IPO Loan Facility should be used exclusively to finance (in whole or in part) the Application.
新股認購貸款融通僅就申請提供（全部或部分）資金。
- (b) The Application will be made by the Broker or its nominee(s) on the Customer's behalf. The loan facility amount ("**Loan Facility Amount**") will be the maximum amount that the Broker agree to lend to the Customer with respect to the Application, and the total amount advanced and drawn down by the Broker ("**Drawdown Amount**") may be lower than the Loan Facility Amount. The Customer irrevocably authorises the Broker to determine in the Broker's sole discretion the size, number, and timing of drawdown(s) for the Application. The Broker will apply any drawdown to the Initial Subscription Cost, and the Customer is not entitled to withdraw or otherwise use any drawdown under the IPO Loan Facility.
本經紀行或其代名人會代客戶作出申請。貸款融通金額（「**貸款融通金額**」）是本經紀行就申請同意借給客戶的最大金額，本經紀行授予並發放的總金額（「**提款金額**」）可能低於貸款融通金額。客戶不可撤銷地授權本經紀行自行酌情決定提款金額的規模、數量和提款時間。本經紀行會將提款用於初始認購款項，而且客戶無權提用或以其他方式使用新股認購貸款融通下的任何提款。
- 7.4 The Customer's responsibility to pay any balance of Initial Subscription Cost and provide information
客戶支付初始認購款項的任何差額及提供資料的責任
- (a) The Customer is solely responsible for (1) paying any balance of the Initial Subscription Cost for the Application that is not covered by the Drawdown Amount ("**Balance**"), and (2) providing to the Broker or its nominee(s) all documents and information necessary to enable the Broker or its nominee(s) to make the Application on the Customer's behalf.
客戶須自行負責（1）支付提款金額不足以支付的申請的初始認購款項的任何差額（「**差額**」），及（2）向本經紀行或其代名人提供所有所需的文件及資料讓本經紀行或其代名人代客戶作出申請。
- (b) The Customer must ensure that there are sufficient available cleared funds in the Customer's account with the Broker at all times between (1) the time the Broker receives the Application; and (2) the time the Broker debits the relevant amount from the Customer's account. The Customer irrevocably authorises the Broker to apply the Initial Subscription Cost from the Customer's account directly for the Application if made by the Broker or remit it to its nominee(s) if the Application is made by them.
客戶須確保由（1）本經紀行接獲申請起直至（2）本經紀行從客戶戶口扣除有關款項的所有時間，客戶在本經紀行開立的戶口內備有足夠可用以結算款項。客戶不可撤銷地授權本經紀行，（如申請由本經紀行作出）從客戶戶口扣取初始認購款項直接應用，或（如認購申請由本經紀行的代名人作出）將之匯至本經紀行的代名人。
- (c) The Customer understands that the Broker or its nominee(s) will not make the Application on the Customer's behalf unless the Broker or its nominee(s) have received at a time specified by the Broker all documents and information necessary to enable the Broker or its nominee(s) to make the Application.
客戶明白除非本經紀行或其代名人在本經紀行指定的時間已收到讓本經紀行或其代名人作出申請所有所需的文件及資料，否則本經紀行或其代名人不會代客戶作出認購申請。

7.5 Repayment of Drawdown Amount
償還提款金額

- (a) If the Application is wholly or partially unsuccessful, any amount released by a designated Electronic Initial Public Offering Bank (“**Designated Bank**”) or refunded by the receiving bank acting on behalf of the Issuer (“**Receiving Bank**”) shall be applied to repay the Drawdown Amount (in whole or in part) and any other amounts payable by the Customer to the Broker in connection with the IPO Loan Facility to the extent remaining unpaid. The Broker will apply such amount as soon as reasonably practicable after such amount is released or repaid (“**Repayment**”).
如認購申請全部或部分不成功，指定電子首次公開發售銀行（「**指定銀行**」）發放的或者代表發行人行事的收款銀行（「**收款銀行**」）退還的任何金額會用以償還提款金額（全部或部分）以及客戶因新股認購貸款融通未償還部分而應付本經紀行任何其他款項。本經紀行會在該筆款項發放或償還之後在合理可行的情況下儘快將該筆款項使用。
- (b) The Broker will credit to the Customer's account (without interest) any amount remaining after the Broker have fully exercised its rights under the terms and conditions of this letter.
本經紀行在充分行使本函條款與條件下的權利之後，將向客戶的戶口存入（不計利息）任何剩餘金額。

7.6 Facility fee for providing the IPO Loan Facility
提供新股認購貸款融通的費用

- (a) The Customer is required to pay a fee for the Broker's provision of the IPO Loan Facility (“**Facility Fee**”). The Customer irrevocably authorises the Broker to deduct the Facility Fee from the Customer's account on the date of Repayment.
客戶須就本經紀行提供新股認購貸款融通支付一筆費用（「**貸款費**」）。客戶不可撤銷地授權本經紀行於還款日期當日從客戶的戶口支取貸款費。
- (b) The Broker will provide the Customer pricing information at the time of or prior to the Customer's application for IPO Loan Facility. The Broker will confirm the final Facility Fee that the Customer is required to pay for the IPO Loan Facility as soon as practicable upon the Broker's acceptance of the Customer's Application.
本經紀行將在客戶提交新股認購貸款融通申請時或之前向客戶提供價格資訊。本經紀行將在受理客戶申請後儘快確認客戶需要就新股認購貸款融通支付的最終貸款費。
- (c) Any amount payable by the Customer under the terms and conditions of this letter and interest accrued on such amount which are due and not repaid will bear default interest. Such default interest will accrue at the rate applicable to unauthorised overdraft facility in the Customer's account up to the day on which all amounts payable by the Customer under the terms and conditions in this letter are repaid in full.
本函的條款及細則下客戶應付的任何金額及就該金額累算的利息如在到期時未被清還，該等欠款須加計欠款利息。該欠款利息會按適用於客戶戶口未經授權透支信貸的利率累算至本函的條款及細則下客戶應付的所有金額被全數清還當日。
- (d) All interest payable by the Customer under the terms and conditions of this letter will accrue from day to day and be calculated on the basis of actual days elapsed and a 365 (or 366, as applicable) day year.
本函的條款及細則下客戶應付的所有利息將逐日累算，按實際日數及以每年 365 日（或如適用，366 日）為計算基準。
- (e) The Broker is under no obligation to refund the Facility Fee under any circumstances, including where the IPO is cancelled or does not proceed for any reason.
在任何情況下（包括首次公開招股取消或因任何原因無法進行），本經紀行皆無義務退還貸款費。

7.7 The Broker's overriding right of demand
本經紀行的最高催繳權

Even if the Broker grants the IPO Loan Facility to the Customer, and/or advances any Drawdown Amount to the Customer under the IPO Loan Facility, the Broker reserves the right to cancel or revoke the IPO Loan Facility at its discretion and the Drawdown Amount is subject to the Broker's overriding right to demand repayment at any time.

儘管本經紀行向客戶授予新股認購貸款融通，並且／或者在新股認購貸款融通下向客戶發放任何提款金額，本經紀行保留酌情取消或撤銷新股認購貸款融通的權利，而且提款金額將受限於本經紀行可隨時要求還款的凌駕性權利。

8. **Security over assets**
對資產設置的擔保

- 8.1 In consideration of the Broker agreeing to make an Application on the Customer's behalf and provide and continuing to provide the IPO Loan Facility (if applicable) to the Customer:
鑒於本經紀行同意代表客戶作出申請並且向客戶提供並持續提供新股認購貸款融通（如適用）：

- (a) the Customer mortgages and agrees to mortgage, by way of first mortgage, all Account Assets;
客戶以第一順位抵押並同意抵押全部帳戶資產；
- (b) to the extent that they are not subject of a mortgage under paragraph 8.1(a) above, the Customer charges by way of a first fixed charge all of its rights in the Account Assets; and
對於上文第 8.1 (a) 條項下抵押標的範圍之外的，客戶以第一順位固定質押方式質押其於帳戶資產的一切權利；及
- (c) the Customer assigns absolutely, subject to a proviso for re-assignment on redemption: (i) in respect of each Application during the course of the Application, all of its rights, title, interest and benefit, present and future in connection with the IPO of any Issuer (including the Securities to be allotted by the Issuer pursuant to an Application, any rights under such Application relating to such Issuer and any rights to the return or refund of application moneys held by the Designated Bank or the Receiving Bank and to any allotted securities pursuant to a successful Application); and (ii) the amount of subscription funds pursuant to an Application held by the Designated Bank and Receiving Bank or any custodian or intermediary custodian from time to time.
限於客戶在贖回再轉讓條款的權利下，客戶完全轉讓：(i) 就申請過程中的每一項申請而言，其於現時和未來就任何發行人的首次公開招股的所有權利、所有權、權益和利益（包括認購申請而獲發行人配發的證券、該等申請項下有關該發行人的任何權利、對於指定銀行或收款銀行返還或退還其持有的申請款項以及在成功申請項下進行的任何已分配證券所享有的權利）；以及 (ii) 指定銀行與收款銀行或任何保管人或中間保管人不時根據任何申請而持有的認購資金金額。
- 8.2 The Customer confirms that it will pay the Broker the Secured Indebtedness in accordance with this letter. The Customer further agrees that a statement of account signed as correct by an officer duly authorised by the Broker is conclusive evidence of the Secured Indebtedness at the relevant time in the absence of manifest error.
客戶確認其將根據本函向本經紀行支付擔保債務。客戶進一步同意，若無明顯錯誤，由本經紀行正式授權的一名高管簽署的正確對帳單系擔保債務於相關時間的確證。
- 8.3 The Customer irrevocably and by way of security appoints the Broker to be its attorney for the purpose of exercising the Broker's rights under this clause 8. As the Customer's attorney, the Broker is authorised by the Customer to execute all documents and to do such acts and things without notice to the Customer in the Customer's name and as the Customer's act, or in any other manner as the Broker may consider appropriate or useful in connection with the Secured Assets. This power of attorney is coupled with an interest and the Customer cannot revoke it as long as (a) any Secured Indebtedness remains outstanding; and (b) this letter remains valid, in full force and effect. The Customer ratifies and confirms and agrees to ratify and confirm each document, act or thing which the Broker may lawfully execute, seal, deliver or do as the Customer's attorney.
為行使本經紀行於本第 8 條項下的權利，客戶不可撤銷並以擔保形式委派本經紀行作為其代理人。作為客戶代理人，本經紀行獲客戶授權以客戶之名義並作為客戶之行為，或以本經紀行可能認為就擔保資產而言屬適當或有益的任何其他方式，簽署所有文檔和實施所有行動和事項，而無須通知客戶。本授權書附隨利益，只要 (a) 任何擔保債務仍未得到償付；以及 (b) 本函仍然有效並具有充分效力，則客戶不得撤銷授權。客戶追認、確認並同意追認和確認本經紀行作為客戶代理人所合法簽署、簽章、交付或實施的每一文件、行動或事項。
- 8.4 The Customer agrees, as long as security created under clause 8.1 exists and this letter remains valid, in full force and effect, to maintain absolute title to the Secured Assets. The Customer should not deal with the Secured Assets in the following manner, except in favour of the Broker or with the prior written consent of the Broker, (A) withdraw, sell or dispose of the Secured Assets, (B) charge, pledge, assign or encumber the Secured Assets in any other manner, or (C) grant or permit to arise any third party right over the Secured Assets.
客戶同意，只要第 8.1 條項下設立的擔保存在並且本函繼續有效並具有充分效力，則維持其對於擔保資產的絕對所有權。若非以本經紀行為受益人或經本經紀行事先書面同意，客戶不得以下述方式對擔保資產進行交易，(A) 提取、出售或處置擔保資產，(B) 對擔保資產進行質押、抵押、轉讓或以任何其他方式設置權利負擔，或 (C) 授予任何第三方或允許產生任何第三方對擔保資產的權利。
- 8.5 The security created by clause 8.1 will, to the extent it may be a floating charge, crystallize and operate as a fixed charge automatically and without notice to the Customer when the following events (or any of them) occur:
在發生下列事件（或其中任何之一）之時，在可作為浮動抵押的情況下，根據第 8.1 條設立的擔保將自動轉換為固定抵押並運作，且無須通知客戶：
- (a) if the Customer creates or appears to create any security (fixed or floating) over any of the Secured Assets in breach of clause 8.4 above; and
如果客戶違反上文第 8.4 條對任何擔保資產設立或貌似設立任何擔保（固定或浮動）；及
- (b) if any person takes or attempts to take any form of process against any of the Secured Assets.
如果任何人士針對任何擔保資產採取或試圖採取任何形式的程式。

For the purposes of this letter:
就本函而言：

“**Account Assets**” means all current and future assets and property standing to the credit of the Customer’s account at any time and from time to time. These assets and property may comprise (A) monies and interest on such monies (each in any currency or denomination and irrespective of any change in currency or denomination), (B) gold and any other precious metals; (C) commodities, stocks, shares, bonds, notes, options, (D) money market, debt and financial instruments, whether negotiable, bearer or in any other form, (E) investments and securities of any kind, (F) all rights and benefits deriving from or attaching or accruing to (A) to (E) above, and (G) proceeds of sale of (A) to (F) above.

「**帳戶資產**」指在任何時間以及不時記入客戶帳戶貸項的所有當前和未來資產和財產。該等資產和財產可能包括（A）款項和款項的利息（以任何幣種或面值且無論幣種或面值的任何變化），（B）黃金及任何其他貴金屬；（C）大宗商品、股份、股票、債券、票據、期權，（D）貨幣市場、債務和金融工具，無論是否可轉讓、記名或任何其他形式，（E）任何類型的投資和證券，（F）上述（A）至（E）項產生、附帶或應計的所有權利和利益，以及（G）出售上述（A）至（F）項所得收益。

“**Secured Assets**” means all assets of the Customer which is the subject of any security created by this letter.

「**擔保資產**」指所有屬於依本函設立之任何擔保標的客戶資產。

“**Secured Indebtedness**” means all moneys (including interest, fees, charges, costs and expenses) and sums in any currency due or owing from the Customer to the Broker pursuant to this letter and in connection with an Application made by the Broker on behalf of the Customer or an IPO Loan Facility provided by the Broker at any time and from time to time.

「**擔保債務**」指客戶在任何時間以及不時根據本函以及就本經紀行代表客戶作出的申請或者本經紀行提供的新股認購貸款融通到期或欠付本經紀行的所有款項（以任何幣種計價，包括利息、費用、手續費、成本和開支）和金額。

9. Enforcement of security

擔保執行

9.1 The security created pursuant to this letter (“**this Security**”) will become immediately enforceable if the events set out in clause 9.3 below (or any of them) occur.

如果發生下文第 9.3 條所載事件（或其中任何一項），則根據本函設立之擔保（下稱「**本擔保**」）將立即可被執行。

9.2 After this Security has become enforceable, the Broker has the right to realise or sell any of the Secured Assets at any time and in any way which the Broker considers appropriate in or towards settlement of the Secured Indebtedness. The Broker has the right to realise or sell the Secured Assets free and discharged from any trust, claim, right of redemption and any other rights which the Customer may have. The Broker may exercise this right without giving the Customer notice or taking any legal process or other action against the Customer.

在本擔保可被執行後，本經紀行有權在任何時間以其認為適當的方式變現或出售任何擔保資產，用於對擔保債務進行清償。本經紀行有權對擔保資產進行變現或出售且不受任何信託、索賠、贖回權和客戶可能擁有的任何其他權利的限制。本經紀行行使該等權利無需向客戶發出通知，亦無需通過對客戶提起任何法律程式或其他行動。

9.3 The events referred to in clause 9.1 above are:

上文第 9.1 條所述的事件指：

(1) the Customer fails to pay any Secured Indebtedness in accordance with this letter or to comply with any provisions of these Terms and Conditions;

客戶未按照本函償還擔保債務或未遵守本條款和條件的任何條款；

(2) the Customer is unable or admits to being unable to pay debts as they become due;

客戶無力或承認無力償還到期債務；

(3) a representation, warranty or statement made or repeated in connection with this letter by or on behalf of the Customer is incorrect when made or deemed to be made or repeated;

由客戶或其代表就本函作出或重複作出的陳述、保證或聲明在作出或視為作出或重複作出之時不準確；

(4) the Customer is subject to any proceedings relating to the Customer’s bankruptcy, liquidation or composition in favour of creditors or other proceedings with similar effect (whether started by the Customer or any other person); and

客戶進入任何有關客戶破產、清算或為債權人之利益的和解程式或其他具有類似效力的程式（無論由客戶還是任何其他人發起）；及

(5) any legal process is taken or enforced against any of the Customer’s assets or property.

已針對客戶的任何資產或財產採取或執行任何法律程式。

9.4 Without limiting or reducing the effect of clause 8.5 and insofar as the security created by clause 8.1 is a floating charge, the Broker has the right to convert the floating charge into a specific fixed charge over the Secured Assets at any time by giving the Customer written notice.

在不限制或減輕第 8.5 條效力的前提下，並且在依第 8.1 條所設立之擔保屬浮動抵押的範圍內，本經紀行有權於任何時間通過向客戶發出書面通知將對擔保資產設立之任何浮動抵押轉換為具體固定抵押。

- 9.5 The Broker has the right to hold the proceeds of the realisation or sale of Secured Assets in a suspense account to preserve and prove the Broker's rights against the Customer in any proceedings relating to the Customer's bankruptcy or composition in favour of creditors, or other proceedings with similar effect. The Broker also has the right to apply those proceeds to settle any of the Customer's accounts, obligations or liabilities as the Broker may determine at its discretion from time to time.
本經紀行有權將變現或出售擔保資產所得收益保留在暫記帳戶中，以便在有關客戶的破產或為債權人之利益的和解或其他具有相似效果的程式中保全和證明本經紀行對客戶的權利。本經紀行還有權將相關所得收益用於結算本經紀行可能不時酌情決定的任何客戶帳戶、債務或責任。
- 9.6 If any Secured Indebtedness is in a currency other than the currency of the Secured Assets, the Broker may convert the currency as the Broker considers appropriate at its prevailing buying exchange rate.
如果任何擔保債務的幣種與擔保資產幣種不同，本經紀行可以其認為適當的現行買入匯率進行貨幣轉換。
- 9.7 A payment to the Broker (even made pursuant to a judgment or court order) will not discharge the Broker's obligation in connection with the Secured Indebtedness unless the Broker has received the full amount in the currency in which that obligation was incurred. To the extent that the amount of a payment after actual conversion falls short of the obligation in that currency, the Broker has an additional cause of action against the Customer. The Broker is entitled to enforce the security created by Clause 8.1 to recover the shortfall amount.
向本經紀行作出的付款（即使是根據判決或法院令作出的付款）將不會解除本經紀行對於擔保債務的債務，除非本經紀行已收到使用相關債務發生貨幣支付的足額款項。如果換匯後的實際付款金額不足以該貨幣計價的債務金額，則本經紀行有額外訴由對客戶採取行動。本經紀行有權執行依第 8.1 條設立的擔保以補足該等差額。

10. Nature of security 擔保性質

- 10.1 The security created by clause 8.1 is a continuing security. It secures the ultimate balance of the Secured Indebtedness owing by the Customer to the Broker. The security is not limited or reduced by the Customer's death, bankruptcy, liquidation, winding-up, incapacity or change in the Customer's constitution (whether or not known to the Broker), or by settlement of any indebtedness or any other circumstance.
依第 8.1 條設立的擔保屬延續擔保，其對客戶欠付本經紀行的擔保債務的最終餘額進行擔保。客戶身故、破產、清算、清盤、無力償債或客戶章程檔的變更（無論本經紀行是否知悉）或債務清償或其他任何情況，均不會限制或減少擔保。
- 10.2 The security created by clause 8.1 is in addition to and may be enforced even if the Broker holds or may be provided with any guarantee, indemnity, assurance, pledge, lien, bill, note, mortgage, charge, debenture, security or other right, power or remedy.
即使本經紀行持有或可能獲得任何保證、彌償、確保、質押、留置、期票、票據、抵押、押記、債券、擔保或其他權利、權力或救濟，依第 8.1 條設立的擔保系為對前述各項的補充並可被執行。
- 10.3 Any release, discharge or settlement by the Broker of the Customer's obligations in connection with the Secured Indebtedness is conditional upon no security or payment to the Broker by the Customer or any other person having been avoided, reduced or refunded pursuant to any enactment or requirement relating to bankruptcy or other circumstances with similar effect. For this purpose, the Broker is entitled to retain the account opening form and other documents signed by the Customer creating the security for such period as the Broker may consider appropriate. If the condition is not satisfied, the Broker is entitled to enforce the security created by clause 8.1 as if the release, discharge or settlement had not occurred.
本經紀行解除、免除或清算擔保債務相關的客戶債務，系以概無任何客戶或任何其他人向本經紀行提供或作出的擔保或付款在任何成文法或破產相關規定或具有類似效力的其他情況的要求下得到規避、減少或退款為前提。為此，本經紀行有權在本經紀行認為適當的期限內保留客戶簽署的開戶表格和其他擔保設立檔。若上述前提條件未得到滿足，則本經紀行有權執行根據第 8.1 條所設立的擔保，如同解除、免除、或清算未曾發生。
- 10.4 To the extent permitted by law, any restriction on the Broker's right of consolidating security in law does not apply to the security created by clause 8.1.
在法律允許的範圍內，對本經紀行依法合併擔保權利的任何限制均不適用於依第 8.1 條設立的擔保。

11. Settlement 結算

- 11.1 The Customer will repay to the Broker all amounts owed by the Customer to the Broker, interest accrued thereon, charges and costs on demand in accordance with the Terms of Business and clause 4.
按商業條款和第 4 條客戶須應要求向本經紀行償還客戶欠本經紀行的所有款項、其累算利息、收費及費用。
- 11.2 The Customer agrees that each Application will be made subject to allotment in whole or in part or otherwise by such Issuer in accordance with the terms of its prospectus/offering document and application form of any such New Issue and that if such Application is successful in whole or in part, the Securities allotted will be registered in the name of such nominee companies appointed by the Broker.

客戶同意，每項申請受限於經發行人根據其招股章程／發售文件及任何該新股發行的申請表格的條款以全部或部份或以其他方式的配發，及倘若該申請全部或部份成功，所配發的證券將以本經紀行委託的代理公司的名義登記。

11.3 Notwithstanding any other provision of this letter, the Broker may also exercise any rights it has under the Terms of Business (including, without limitation, any rights of set-off and to sell securities).

儘管本函載有任何其他規定，本經紀行亦可行使商業條款中其任何權利（包括但不限於抵銷及出售證券的任何權利）。

12. Related or Connected Persons

關聯或關連人士

The Banking Ordinance (Cap. 155 of the Laws of Hong Kong), Part 8 of the Banking (Exposure Limits) Rules (Cap. 155S of the Laws of Hong Kong) and the related regulations in Hong Kong have imposed on the Broker certain limitations on advances to persons related to or connected to the HSBC Group. In making an Application, the Customer should advise the Broker whether the Customer is in any way related or connected to the HSBC Group. In the absence of such advice, the Broker will assume that the Customer is not so related or connected. The Broker would also ask that if the Customer becomes aware that the Customer becomes so related or connected in future, that the Customer immediately advise the Broker in writing. The Customer may refer to the "Notes on the Banking Ordinance and Part 8 of the Banking (Exposure Limits) Rules" below for information on whether the Customer may be considered as related or connected to the HSBC Group.

《銀行業條例》（香港法例第 155 章）、《銀行業（風險承擔限度）規則》第 8 部及香港相關規例對本經紀行向滙豐集團有聯繫或關連人士墊款設下若干限制。客戶作出申請時，應知會本經紀行有否以任何形式與滙豐集團有聯繫或關連。如未有該等知會，則本經紀行將假設客戶並無此聯繫或關連。本經紀行亦會要求客戶，如日後得悉變得有此聯繫或關連，則即時書面知會本經紀行。就有關何等人士可能被視為與滙豐集團有聯繫或關連，閣下可參閱以下「有關《銀行業條例》及《銀行業（風險承擔限度）規則》第 8 部附註」。

Notes on the Banking Ordinance and Part 8 of the Banking (Exposure Limits) Rules

有關《銀行業條例》及《銀行業（風險承擔限度）規則》第 8 部附註

The Customer (Note 1) may be considered as related or connected to the HSBC Group if:

在下列情況下，閣下（註一）可能被視為與滙豐集團有聯繫或關連：

- (a) the Customer is a director, employee (see Note 2), controller (see Note 3) or minority shareholder controller (see Note 4) of a member of the HSBC Group (see Note 5); or
閣下是滙豐集團（註五）成員的董事、僱員（註二）、控權人（註三）或小股東控權人（註四）；或
- (b) the Customer is a relative (see Note 6) of a director, employee, controller or minority shareholder controller of a member of the HSBC Group; or
閣下是滙豐集團成員的董事、僱員、控權人或小股東控權人的親屬（註六）；或
- (c) a director, controller or minority shareholder controller of a member of the HSBC Group is acting as the Customer's guarantor; or
滙豐集團成員的董事、僱員、控權人或小股東控權人擔任閣下的擔保人；或
- (d) a relative of a director, controller or minority shareholder controller of a member of the HSBC Group is acting as the Customer's guarantor; or
滙豐集團成員的董事、僱員、控權人或小股東控權人的親屬擔任閣下的擔保人；或
- (e) a firm, partnership or non-listed company in which a member of the HSBC Group or a director, controller, or minority shareholder controller of a member of the HSBC Group is interested as a director, partner, manager or agent; or
滙豐集團成員或滙豐集團董事、控權人或小股東控權人，以董事、合夥人、經理或代理人的身分而有利害關係的任何商號、合夥或非上市公司；或
- (f) a firm, partnership or non-listed company in which a relative of a director, controller or minority shareholder controller of a member of the HSBC Group is interested as a director, partner, manager or agent; or
滙豐集團任何董事、控權人或小股東控權人的親屬，以董事、合夥人、經理或代理人的身分而有利害關係的任何商號、合夥或非上市公司；或
- (g) a firm, partnership or non-listed company that is controlled (see Note 7) by a natural person (ie an individual) that falls within items (a), (b), (c) or (d) above.
符合上列（a），（b），（c）或（d）的任何人士可控制（註七）的商號、合夥或非上市公司。

Notes:

備註：

1. If a Customer's account is a joint account, a reference to the Customer means each and all of the account holders. 如投資戶口是聯名戶口，對「閣下」或「閣下的」的提述指各位及所有戶口持有人。

2. "Employee" includes Permanent Full Time, Permanent Part-time, Fixed-Term Full Time, Fixed-Term Part-time staff and International Assignees.
「僱員」包括永久全職、永久兼職、定期全職、定期兼職的僱員及國際外派僱員。
3. For items (a) to (f), a company is under the "control" of a person if such person is:
就第 (a) 至 (f) 款，就一間公司而言，該公司受下列人士控制：
- (i) an indirect controller (ie any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor appointed under Section 52 of the Banking Ordinance or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that they act on advice given by him in his professional capacity); or
間接控權人（即所發出的指示或指令獲得該公司的董事、或以該公司為附屬公司的另一間公司的董事慣常按照行事的任何人，但按《銀行業條例》第 52 條委任的經理人或顧問不包括在內，又如所發出的指示或指令獲得該等董事慣常按照行事的任何人僅是因為該等董事按照該人以專業身分所提供的意見而行事者，則該人亦不包括在內）；或
- (ii) a majority shareholder controller (ie any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary),
大股東控權人（即在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使超過 50% 表決權或有權控制超過 50% 表決權的行使的任何人），
- and "controller" as defined in the Banking Ordinance means either an "indirect controller" or a "majority shareholder controller".
而「控權人」在《銀行業條例》下的定義為「間接控權人」或「大股東控權人」。
4. "Minority shareholder controller" in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary.
「小股東控權人」就一間公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使不少於 10% 但不超過 50% 表決權或有權控制不少於 10% 但不超過 50% 表決權的行使的任何人。
5. "HSBC Group" means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches and member or office of the HSBC Group shall be construed accordingly.
「滙豐集團」指滙豐控股有限公司、其子公司、相關法人團體、聯營單位、聯營企業及彼等的任何分行，而滙豐集團成員或辦事處將按此詮釋。
6. "Relative" is defined under Part 8 of the Banking (Exposure Limits) Rules as:
「親屬」在《銀行業（風險承擔限度）規則》第 8 部的定義為：
- (i) parent, grandparent or great grandparent;
父母、祖父母或外祖父母、或曾祖父母或外曾祖父母；
- (ii) step-parent or adoptive parent;
繼父母或領養父母；
- (iii) brother or sister;
兄弟或姊妹；
- (iv) spouse;
配偶；
- (v) the other party to a union of concubinage;
如該人是夫妻關係的一方 — 該關係中的另一方；
- (vi) cohabitee;
同居伴侶；
- (vii) spouse's parent, step-parent or adoptive parent;
配偶的父母、繼父母或領養父母；
- (viii) spouse's brother or sister;
配偶的兄弟或姊妹；
- (ix) son, step-son or adopted son;
子、繼子、或領養子；
- (x) daughter, step-daughter or adopted daughter; and
女、繼女或領養女；及

- (xi) grandson, granddaughter, great grandson or great granddaughter.
孫或孫女、外孫或外孫女、曾孫或外曾孫、曾孫女或外曾孫女。

For the purposes of this definition,
就這定義而言：

- “union of concubinage” means a union of concubinage entered into by a male partner and a female partner before 7 October 1971, under which union the female partner has, during the lifetime of the male partner, been accepted by his wife as his concubine and recognized as such by his family generally; and
「夫妻關係」(union of concubinage) 指由男方與女方在 1971 年 10 月 7 日前締結的夫妻關係，而在該關係下，女方於男方在生時已被其妻子接納為男方的妾，而男方家人亦普遍承認如此；
 - “cohabitee” means a person who is in a relationship between two persons (whether of the same sex or of the opposite sex) who live together as a couple in an intimate relationship.
「同居伴侶」(cohabitee) 就作為情侶在親密關係下共同生活 2 名自然人（不論同性或異性）之間的關係而言，指該關係中的一方。
7. For item (g), a firm, partnership or non-listed company (controlled entity) is treated as being controlled by a natural person if:
就第 (g) 款而言，如符合以下情況，某商號、合夥或非上市公司（受控制實體）視為由某自然人控制：
- (i) the person owns more than 50% of the voting rights in the controlled entity;
該人擁有受控制實體超過 50% 的表決權；
 - (ii) the person has control of a majority of the voting rights in the controlled entity under an agreement with other shareholders (or similar holders of voting rights);
該人根據一份與其他股東（或類似的表決權持有人）的協議，控制受控制實體過半數表決權；
 - (iii) the person has the right to appoint or remove a majority of the members of the controlled entity's board of directors (or a similar governing body);
該人具有權利，可委任或罷免受控制實體的董事局（或類似的管治團體）過半數成員；
 - (iv) a majority of the members of the controlled entity's board of directors (or a similar governing body) have been appointed solely as a result of the person exercising his or her voting rights; or
受控制實體的董事局（或類似的管治團體）過半數成員的委任，是純粹由於該人行使其表決權；或
 - (v) the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.
該人依據合約或其他方式而具有權力，對受控制實體的管理或政策，發揮具支配性的影響力。

13. Indemnity and Continuation 補償及持續性

- 13.1 Without prejudice to the Account Documents, the Customer will fully indemnify the Broker and keep the Broker, its Affiliated Companies, agents, nominees, directors and employees fully and effectively indemnified, on a continuing basis, on demand against any loss, damage, claim, liability, cost or expense arising out of or in connection with any breach by the Customer of any of the Representations and Warranties (and other provisions of this letter) in respect of any Application from time to time made by the Broker on behalf of the Customer.
在不損害戶口文件的情況下，由於客戶違反就本經紀行代表客戶不時作出的任何申請而作出的任何聲明及保證（及本函的其他條文）所引致的或與之有關的任何損失、損害、索償、責任、費用或開支，客戶須應要求持續地充份彌償本經紀行並使本經紀行、其聯營公司、代表、代理、董事及僱員獲充份及有效彌償。
- 13.2 The Broker shall not be liable to the Customer or to any other person for any loss, damage, claim, liability, cost or expense arising out of or in connection with any Application made by the Broker or any refusal to make or any withdrawal of any Application save where such loss, damage, claim, liability, cost or expenses as is incurred or suffered by the Customer solely as a result of the fraud, negligence or wilful default of the Broker.
由於本經紀行作出任何申請或拒絕作出或撤銷任何申請引致的或與之有關的任何損失、損害、索償、責任、費用或開支，本經紀行無須對客戶或任何其他人士負責，除非客戶所引起或蒙受的該等損失、損害、索償、責任、費用或開支純粹是由於本經紀行欺詐、疏忽或蓄意失責所致。

14. Terms Supplemental 補充條款

The terms of this letter are in addition and supplemental to the terms of the Account Documents. In the event of a conflict, the terms of the Account Documents shall prevail. The terms and conditions of this letter and the Account Documents should be read together accordingly. In the event that a Mortgage of Shares has been or will be entered into between the Customer and the Broker (the “Mortgage of Shares”), this letter will fall within the terms of the definition of “Security Documents” in the Mortgage of Shares.

本函的條款是附加於並補充戶口文件的條款。倘若有任何歧義，以戶口文件的條款為準。因此本函及戶口文件的條款和細則應一併閱讀。如果客戶與本經紀行之間已有或將要訂立股份抵押（下稱「**股份抵押**」），則本函將屬於股份抵押項下「擔保文件」定義之範疇。

15. Amendments 修訂

The Broker and the Customer agree that the Broker has the right to vary the terms of this letter (except for clauses 8, 9 and 10 of this letter and any related provisions in respect of security) and any other terms and conditions governing the Terms of Business from time to time by notice. The Broker shall give the Customer notice by way of display at the Broker's and/or its Affiliated Companies' premises or in any other manner the Broker considers appropriate. The Customer agrees that it will be bound by a variation unless the Broker has received notice from the Customer to terminate the Terms of Business with effect before the date on which that variation takes place.

本經紀行和客戶同意，本經紀行有權不時通過發出通知更改本函條款（本函第 8 條、第 9 條和第 10 條以及任何擔保相關條款除外）以及管轄商業條款的任何其他條款和條件。本經紀行應以在本經紀行和／或其聯營公司之營業場所進行展示或以其認為適當的任何其他方式通知客戶。客戶同意接受該等變更的約束，除非本經紀行收到客戶在該等變更發生之日之前生效的終止商業條款的通知。

16. Jurisdiction and Law 司法管轄權及法律

The validity, construction, interpretation and enforcement of this letter shall be governed by the Laws of the Hong Kong Special Administrative Region and the Broker and the Customer submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in connection with any suit, action or proceeding arising out of or in connection with this letter, provided that nothing contained in this clause shall preclude the taking of proceedings in any other court of competent jurisdiction.

本函的效力、解釋、詮釋及執行受香港特別行政區的法律管轄。就由本函所產生的或與本函有關的任何訴訟、法律行動或程序，本經紀行及客戶願意服從香港特別行政區法院的非專屬性司法管轄權，但本條款並無任何內容可排除在主管司法區的任何其他法院提起法律程序。

17. Additional Disclosure 附加披露

Without limiting the disclosure made in the Account Documents, the Broker and/or its Affiliated Companies may act as sponsor and/or underwriter or otherwise be interested in a New Issue and the Securities the subject of a New Issue. The Broker and/or its Affiliated Companies may receive a commission or other remuneration in respect of a New Issue and may, in certain circumstances subject to applicable laws, rules and regulations, take steps to stabilise the price of Securities the subject of a New Issue. Stabilisation may affect the market price of such Securities and the Broker and/or its Affiliated Companies may profit as a result of such measures.

在不限制戶口文件中作出的披露的情況下，本經紀行及／或其聯營公司可作為保薦人及／或包銷商行事或以其他方式對新股發行及新股發行中的證券擁有利益關係。本經紀行及／或其聯營公司可就新股發行收受佣金或其他報酬，及在適用法例、規例及條例規定的若干情況下，可採取穩定新股發行中的證券的價格的措施。穩定價格的措施可能影響該等證券的市場價格，而本經紀行及／或其聯營公司可能由於該等措施獲利。

18. Risk Disclosure Statement 風險披露聲明

18.1 (Applicable if IPO Loan Facility is being applied for) (適用於新股認購貸款融通申請)

The Customer is fully aware of and understands that the following risks (amongst other risks) are involved in the Application and IPO Loan Facility:

客戶完全知悉並明白認購申請及新股認購貸款融通涉及（其中包括）下列風險：

- (a) Designated Bank Default Risk – In an IPO, a Designated Bank may be responsible for holding the application money of applicants, passing the application money to the Receiving Bank for the purposes of settlement, and arranging for the release of application money held by the Designated Bank or refunds of the Application money returned from the Receiving Bank to unsuccessful or partly successful applicants. There is a risk that a Designated Bank defaults (eg goes into liquidation) before the Application money is released or refunded to the Customer. In that case, the Broker still has the right to demand repayment the amount which the Customer has borrowed from the Broker under the IPO Loan Facility from the Customer (in whole or in part, as the case may be) pursuant to the terms and conditions of this letter, irrespective of whether the Designated Bank releases or returns any Application money to the Customer.

指定銀行違約風險 – 就首次公開招股而言，指定銀行有機會負責持有申請人的申請款項，將申請款項轉交予收款銀行用於結算，及安排釋放指定銀行持有的申請款項或者將收款銀行退回的申請款項退還予不成功或部分不成功的申請人。在申請款項發放或退還給客戶之前，指定銀行有違約的風險（例如被清盤）。在此情況下，不論指定銀行是否向客戶發放或返還了任何申請款項，本經紀行仍然有權要求客戶按本函的條款及細則償還客戶在新股認購貸款融通下從本經紀行借入的款項（全部或部分，視情況而定）。

- (b) **Receiving Bank Default Risk** - In an IPO, a Receiving Bank is responsible for collecting the application money from applicants and arranging the refund of the application money in the event that an IPO is cancelled or a refund is required in an unsuccessful or partly successful application after the Receiving Bank has received application money from Designated Bank. There is a risk that the Receiving Bank defaults (eg goes into liquidation) before the Customer's application money is refunded to the Customer. In that case, the Broker still has the right to demand repayment the amount which the Customer has borrowed from the Broker under the IPO Loan Facility from the Customer (in whole or in part, as the case may be) pursuant to the terms and conditions of this letter, irrespective of whether the Customer has received any refund of the application money from the Receiving Bank.
- 收款銀行違約風險—就首次公開招股而言，收款銀行負責從申請人收取申請款項，並且在首次公開招股取消或者在收款銀行從指定銀行收到申請款項後由於申請不成功或部分不成功而需要退款時，安排退還申請款項。收款銀行有機會在向客戶退還申請款項前違約（例如被清盤）。在此情況下，不論客戶有否從收款銀行收到有關申請款項的任何退款，本經紀行仍有權要求客戶按本函的條款及細則清還客戶在新股認購貸款融通下從本經紀行借入的款項（全部或部分，視情況而定）。
- (c) **Operational Risk** - If there is a delay by the Receiving Bank/Issuer in refunding the Application money to the Broker or its nominee(s) for repaying the Customer has borrowed from the Broker under the IPO Loan Facility as a result of any system failure or interruption attributable to any cause or circumstance that is beyond the Broker's reasonable control or the reasonable control of its agents or nominees, the Customer is required to pay the full amount of the Facility Fee from the day on which the Broker draws down the Drawdown Amount up to the day of Repayment as set out in the terms and conditions of this letter, including the period of delay.
- 營運風險—如由於本經紀行或其代理或代名人的合理控制以外的原因或情況造成任何系統故障或干擾，收款銀行／發行人延遲向本經紀行或其代名人退還申請款項，導致延遲償還客戶在新股認購貸款融通下從本經紀行借入的款項，客戶須按本函的條款及細則支付由本經紀行發放提款金額之日起計至還款日期為止（包括延遲期間）的貸款費全部金額。
- (d) **Investment and Market Risk** - The Customer should evaluate its own financial situation, investment experience and investment objectives to determine what level of investment risk the Customer could incur. In particular, the Customer should consider and understand the leverage effect, nature, terms and risks of the IPO Loan Facility. The offering of IPO Loan Facility by the Broker does not, by itself, constitute any endorsement, solicitation or recommendation of the securities in a New Issue nor assistance to the Customer in any speculative activities in the stock market. Moreover, price of the securities in a New Issue may drop below its initial IPO price once such securities commence trading on the stock market and losses may be incurred as a result of selling the securities.
- 投資與市場風險—客戶應評估客戶自己的經濟狀況，投資經驗及投資目標以確定客戶可承擔甚麼程度的投資風險。客戶須特別注意及明白新股認購貸款融通的槓桿效應，性質，條款及風險。本經紀行提供新股認購貸款融通，其本身並不構成任何對新股發行證券的認可，招攬或建議，亦並非資助客戶在股票市場進行任何投機活動。此外，在新股發行證券開始於股票市場交易後，該等證券的價格可能會跌至低於原本首次公開招股價格，而出售證券可能會招致損失。

Relationship Declaration 關係申報

Are you and/or the joint applicant a ♦relative of any of the directors / ♦employee / ♦controller / ♦minority shareholder controller of The Hongkong and Shanghai Banking Corporation Limited ("HSBC"), its branches, subsidiaries or affiliates in Hong Kong (eg, the Broker) or overseas (eg, Hang Seng Bank), or other entities over which HSBC is able to exert control?

申請人及／或聯名申請人是否為香港上海滙豐銀行有限公司（「滙豐」）、其分行、其附屬公司或其聯屬公司不論在香港境內（例如本經紀行）或境外（例如恒生銀行），或滙豐能對其行使控制的其他實體的董事／♦僱員／♦控權人／♦小股東控權人的♦親屬？

No, and I/we agree to notify the Broker promptly in writing if this information is no longer up-to-date, true, complete or accurate

否，倘這些資料不再最新、真確、完整或準確，本人／我們同意儘速以書面通知貴經紀行

Yes (Please state the full name of your relative):

是（請填上親屬的名字）：

Principal/Sole Account Holder
第一／獨立戶
口持有人

Full name in English 英文全名

Relationship 關係

Joint Account Holder
聯名戶口持有人

Full name in English 英文全名

Relationship 關係

Are you and/or the joint applicant a director / employee / controller / minority shareholder controller of HSBC, its branches, subsidiaries or affiliates in Hong Kong or overseas, or other entities over which HSBC is able to exert control?

申請人及／或聯名申請人是否為滙豐、其分行、其附屬公司或其聯屬公司不論在香港境內或境外，或滙豐能對其行使控制的其他實體的董事／僱員／控權人／小股東控權人？

No, and I/we agree to notify the Broker promptly in writing if this information is no longer up-to-date, true, complete or accurate

否，倘這些資料不再最新、真確、完整或準確，本人／我們同意儘速以書面通知貴經紀行

Yes (Please state your staff number):

是（請填上職員號碼）：

Principal/Sole Account Holder
第一／獨立戶
口持有人

Staff Number 職員號碼

Joint Account Holder
聯名戶口持有人

Staff Number 職員號碼

I/We confirm that I/we have obtained consent from the individuals listed above for the provision of their information to the Broker and HSBC, its branches and its subsidiaries for the purpose of enabling the Broker and HSBC to comply with the Banking Ordinance, Banking (Exposure Limits) Rules and/or any other similar laws and regulations and/or any related commitments to regulators in any jurisdiction from time to time.

本人／我們確認本人／我們已獲得以上提及的人士的同意提供其資料給貴經紀行及滙豐、其分行及其附屬公司以便貴經紀行及滙豐能夠遵守《銀行業條例》、《銀行業（風險承擔限度）規則》及／或任何其他類似的法律和法規及／或不時對任何司法管轄區的監管機構的任何相關承諾。

I/We hereby authorise the Broker and HSBC's branches and subsidiaries to disclose to HSBC information relating to their unsecured exposures to the above persons for the purpose of verifying the information provided by me/us.

本人／我們授權貴經紀行及滙豐的分行及附屬公司披露有關以上提及的人士於滙豐的分行及附屬公司持有的無保證融通的資料以便核實本人／我們提供的資料。

Note 注意： ♦ You may request from the Broker the definitions of these terms and a list of the abovementioned entities.

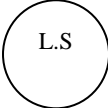
♦ 閣下可向本經紀行查詢有關定義及以上所提及機構的名單。

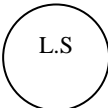
THIS LETTER has been executed and delivered as a deed on the date stated at the beginning of this letter.
本函於本函文首所示日期簽立並交付為契據。

For Individuals
個人客戶

SIGNED, SEALED and DELIVERED
由以下人士簽署、蓋印並交付
as a deed by
為契據

Customer
客戶

Signature of Principal/Sole Account Holder 第一／獨立戶口持有人簽署		
Full Name of Principal/Sole Account Holder (<i>in Block Letters</i>) 第一／獨立戶口持有人姓名 (以正楷填寫)		
Identification Document Type and Number 核證文件類型及編號		
For Official Use Only 本公司用	Signature Verified 簽署經核實	

Signature of Joint Account Holder(s) 聯名戶口持有人簽署 (Applicable to Joint Account) (適用於聯名戶口)		
Full Name of Joint Account Holder(s) (<i>in Block Letters</i>) 聯名戶口持有人姓名 (以正楷填寫)		
Identification Document Type and Number 核證文件類型及編號		
For Official Use Only 本公司用	Signature Verified 簽署經核實	

For Companies with a common seal (whether incorporated in Hong Kong or outside of Hong Kong)
具法團印章公司客戶（不論於香港境內外註冊成立）

SEALED with the COMMON SEAL OF _____ (Full name of company) (*in Block Letters*)
以_____（公司全名）（以正楷填寫）法團印章蓋印

Customer

客戶

Signature 簽署	
For and on behalf of (Company name <i>in Block Letters</i>) 代表（公司名，以正楷填寫）	
Full Name (<i>in Block Letters</i>) 姓名（以正楷填寫）	
Identification Document Type and Number 核證文件類型及編號	
Position 職位	
For Official Use Only 本公司用	Signature Verified 簽署經核實

For Companies incorporated in Hong Kong without a common seal
 於香港註冊成立而未備法團印章公司客戶

EXECUTED and DELIVERED as a deed by
 由以下人士簽署、蓋印並交付為契據

Customer (Signed by either (i) two directors or (ii) one director and the company secretary or (iii) the sole director)
 客戶 (由 (i) 兩名董事或 (ii) 一名董事與公司秘書或 (iii) 唯一董事簽署)

Signature 簽署	
For and on behalf of (Company name <i>in Block Letters</i>) 代表 (公司名, 以正楷填寫)	
Full Name (<i>in Block Letters</i>) 姓名 (以正楷填寫)	
Identification Document Type and Number 核證文件類型及編號	
Position 職位	
For Official Use Only 本公司用	Signature Verified 簽署經核實

Customer (Signed by either (i) two directors or (ii) one director and the company secretary or (iii) the sole director)
 客戶 (由 (i) 兩名董事或 (ii) 一名董事與公司秘書或 (iii) 唯一董事簽署)

Signature 簽署	
For and on behalf of (Company name <i>in Block Letters</i>) 代表 (公司名, 以正楷填寫)	
Full Name (<i>in Block Letters</i>) 姓名 (以正楷填寫)	
Identification Document Type and Number 核證文件類型及編號	
Position 職位	
For Official Use Only 本公司用	Signature Verified 簽署經核實

For Companies not incorporated in Hong Kong and without a common seal
非於香港註冊成立而未備法團印章公司客戶

SIGNED, SEALED and DELIVERED

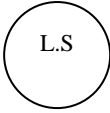
由以下人士簽署、蓋印並交付

as a deed by

為契據

Customer

客戶

Signature 簽署		
As duly authorised attorney acting for and on behalf of (Company name <i>in Block Letters</i>) 正式獲授權代表（公司名，以正楷填寫）		
Full Name (<i>in Block Letters</i>) 姓名（以正楷填寫）		
Identification Document Type and Number 核證文件類型及編號		
Position 職位		
For Official Use Only 本公司用	Signature Verified 簽署經核實	

BOARD RESOLUTION (Re: Initial Public Offerings of Securities Proposed to be Listed on The Stock Exchange of Hong Kong Limited (“Exchange”))

董事會決議案（關於：擬於香港聯合交易所有限公司（「聯交所」）上市的證券的首次公開招股）

Minutes of a Meeting of the Directors of 董事會會議紀錄	
held at (<i>place</i>) 舉行地點	on (<i>date</i>) 舉行日期
Present 出席者	

1. Chairman
主席

took the chair for the Meeting.
主持會議。

2. Supplemental Letter for Initial Public Offerings of Securities Proposed to be Listed on The Stock Exchange of Hong Kong Limited (“Exchange”)

擬於香港聯合交易所有限公司（「聯交所」）上市的證券的首次公開招股的補充函

It was noted that a supplemental letter for initial public offerings of securities (a copy of which was tabled) was received by the Company.
會上記錄公司收到證券的首次公開招股的補充函（其副本已於會上提交）。

It was resolved that the terms and conditions stated in the supplemental letter be accepted by the Company and that
會上議決公司接納該補充函所載的條款和細則，並授權

and

be authorised to complete and sign on behalf of the Company such letter.
代表公司填妥及簽署該函件。

There being no further business to attend to the Chairman declared the meeting closed.
會上並無其他事務，主席宣布會議結束。

Chairman
主席

Signature 簽署	Date: 日期：
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Certified True Copy
核證真確副本

Director/Secretary
董事／秘書

Signature 簽署	Date: 日期：
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