

BTL ASSET MANAGEMENT COMPANY LIMITED

银信资产管理有限公司

Licensed Corporation with the Securities and Futures Commission

证券及期货事务监察委员会之持牌法团

CE No.中央编号: BFJ113

INVESTMENT MANAGEMENT AGREEMENT

投资管理协议书

CLIENT INFORMATION

客户资料表格

CORPORATE ACCOUNT

公司帐户

12/F, Chung Nam Building,
1 Lockhart Road, Hong Kong
香港骆克道1号中南大厦12楼

Client Information Form – Corporate Account

客户资料表 – 公司账户

Company Information 公司资料			
Name of Company (English/Chinese) 公司名称(英文/中文)			
Account Name (if different from “Company Name”) 账户名称 (如有别于公司名称)			
Business Registration No. in Hong Kong 香港商业登记号码	Date and Country of Incorporation 注册日期及国家	Nature of Business 业务性质	
Certificate of Incorporation No. 注册成立证书号码	Address of Registered Office in Country of Incorporation 在成立国家之注册地址		
Business Address if different from Registered Office Address) 办事处地址 (如有别于注册地址)			
Business Phone No. 办事处电话	Name & Phone No. of Contact Person 联络人姓名和电话	Email Address 电邮地址	Facsimile No. 传真号码
Correspondence Address 通讯地址 <input type="checkbox"/> Business Address 办事处地址 <input type="checkbox"/> Registered Office Address 注册地址 <input type="checkbox"/> Other (please specify) 其他 (请注明) _____			
Corporate Structure 公司结构			
Particular of major shareholders (direct or indirect) whose shareholding in the Client is 10% or above (Not applicable to Public Listed Companies) 持有客户百分之十或以上股权 (上市公司除外) 的主要股东 (直接或间接) 的资料详情			
<u>Name(s) of Shareholder</u> 股东名称	<u>HKID No./Passport No. and Country of issue</u> 香港身份证号码/ 护照号码及签发国家	<u>Address</u> 地址	<u>% of Shareholding</u> 所持股份%
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
Particular of Directors of the Client 客户董事资料详情			
<u>Name(s) of Director</u> 董事名称	<u>HKID No./Passport No. and Country of issue</u> 香港身份证号码/ 护照号码及签发国家	<u>Address</u> 地址	
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
(If there is insufficient space to complete, please continue on a separate sheet. 如空位不敷应用, 请另加纸填写。)			

Disclosure of Identity 相关身份披露

1. Is any of the above-mentioned shareholders/directors of the Client, the Client's authorized persons, the person ultimately responsible for giving instructions for the Account(s) or the ultimate beneficial owner(s) of the Account(s) (in each case, a "Relevant Person"), a director, an employee or a representative of any intermediary under the Securities and Futures Ordinance? 客户上述的任何股东/董事、客户的获授权人、最终负责就委托账户发出指示的人士或账户最终实益拥有人（在每一情况下，称为「相关人士」）是否为《证券及期货条例》之下任何中介人的董事、雇员或代表？

No 否

Yes*, please provide the name of the Relevant Person 是*, 请列出相关人士的名称 _____

Name of the intermediary 中介人名称 _____

Position held at intermediary 在中介人处担任的职位 _____

* Please attach a consent letter of account opening from the intermediary. 请附上该中介人发出之开户同意书。

2. Is any of the above-mentioned shareholders/directors of the Client, the Client's authorized persons, the person ultimately responsible for giving instructions for the Account(s) or the ultimate beneficial owner(s) of the Account(s), a relative of any employee of BTL Asset Management Company Limited or its group companies? 客户上述的任何股东 / 董事、客户的获授权人、最终负责就委托账户发出指示的人士或账户最终实益拥有人是否与银信资产管理有限公司或其集团公司之任何职员有亲属关系？

No 否

Yes, please provide the name of the employee and relationship with the employee 是, 请列出该职员名称及与此人之关系 _____

Authorized Persons 获授权人

The following person(s) is /are authorized on behalf of the Client to give written and/or oral instructions in relation to the trading of the account: 客户授权以下人士以书面和 / 或口头指示在本账户进行交易事宜:

<u>Name (English and Chinese)</u> 名称 (英文及中文)	<u>HKID No./Passport No. and Country of issue</u> 香港身份证号码 / 护照号码及签发国家	<u>Contact Number</u> 联络电话	<u>Specimen Signature</u> 授权签名样本
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

(If there is insufficient space to complete, please continue on a separate sheet. 如空位不敷应用, 请另加纸继续填写。)

* Please attach a Letter of Authorization and an Information Statement of the Authorized Person for each of the Authorized Persons mentioned above. 请就上述每位获授权人附上授权书及获授权人资料表。

Financial Background of the Company 公司财务状况

Authorized Share Capital (in HK\$) 法定资本 (以港币计算)	_____ shares of Authorized 法定股份; HK\$港币 _____/each share每股
Paid-up Capital (in HK\$) 缴足资本 (以港币计算)	_____ shares of Outstanding 已发行股份; HK\$港币 _____/each share每股
Net Asset Value (in HK\$) 资产净值 (以港币计算)	
<input type="checkbox"/> ≤ \$100,000 <input type="checkbox"/> > \$100,000 – \$1,000,000 <input type="checkbox"/> > \$1,000,000 – \$5,000,000 <input type="checkbox"/> > \$5,000,000	

Any Latest Financial Accounts Record provided? 有否提供最近的财务账目记录? Yes 有 No 没有

Payment Method (for fund withdrawal) 付款方式 (用作资金提取)

Cheque 支票

Deposit in Bank (please complete the bank details in the next section) 存入银行 (请填写下一个部份之银行资料)

Telegraphic Transfer (charges shall be borne by the account holder) 电汇 (费用由户口持有人支付)

Bank Details 银行资料		
Name of Bank Account Holder 银行户口持有人名称		
Name of Bank 银行名称		
Account No. 账户号码	Account Type 户口类别 <input type="checkbox"/> Savings Account 储蓄户口 or 或 <input type="checkbox"/> Current Account 往来户口	
Investment Objective, Experience and Restriction 投资目标、经验及限制		
Investment Objective 投资目标		
<input type="checkbox"/> Aggressive 进取 <input type="checkbox"/> Growth 增长 <input type="checkbox"/> Conservative 保守 <input type="checkbox"/> Others (Please specify) 其他 (请阐明) _____		
Investment Experience 投资经验		
Certificate of Deposit/ Bonds 存款证/债券	<input type="checkbox"/> No没有 / <input type="checkbox"/> Yes有 ___ year(s)年 approx. value 价值约HK\$_____ 港元	
Forex/ Foreign Currency 外汇/外币	<input type="checkbox"/> No没有 / <input type="checkbox"/> Yes有 ___ year(s)年 approx. value 价值约HK\$_____ 港元	
Securities Trading 证券交易	<input type="checkbox"/> No没有 / <input type="checkbox"/> Yes有 ___ year(s)年 approx. value 价值约HK\$_____ 港元	
Derivatives Trading 衍生工具交易	<input type="checkbox"/> No没有 / <input type="checkbox"/> Yes有 ___ year(s)年 approx. value 价值约HK\$_____ 港元	
Bullion Trading 贵金属交易	<input type="checkbox"/> No没有 / <input type="checkbox"/> Yes有 ___ year(s)年 approx. value 价值约HK\$_____ 港元	
Real Estate/Property Investment 房地产/物业投资	<input type="checkbox"/> No没有 / <input type="checkbox"/> Yes有 ___ year(s)年 approx. value 价值约HK\$_____ 港元	
Restriction on Investment Instrument 投资工具限制		
Please tick "✓" the appropriate box (es) below if you DO NOT want to invest in any of the investment instruments below. 如 不欲 投资在下列任何投资工具上, 请在适当方格内加上"✓"号		
<input type="checkbox"/> Stocks (Main Board) 主板股票	<input type="checkbox"/> Stocks (GEM) 创业板股票	<input type="checkbox"/> Foreign Stocks 外国股票
<input type="checkbox"/> Options 期权	<input type="checkbox"/> Futures 期货	<input type="checkbox"/> Warrants 认股证
<input type="checkbox"/> Mutual Funds/ Unit Trusts 互惠/信托基金	<input type="checkbox"/> Fixed Income 定息投资工具	<input type="checkbox"/> Others 其他 _____
Other Investment Restriction 其他投资限制		
<input type="checkbox"/> No 没有		
<input type="checkbox"/> Yes 有 (if Yes, please specify 如有, 请阐明 _____)		
Risk Tolerance for Loss of Capital 资本损失风险承受度		
<input type="checkbox"/> Low 低 <input type="checkbox"/> Medium 中 <input type="checkbox"/> High 高		
Ultimate Beneficial Owner(s) of the Account(s) 委托账户的最终实益拥有人		
Particulars of the ultimate beneficial owner(s) who stands to gain the commercial or economic benefit of the transaction and/or bear its commercial or economic risk 将会从交易取得商业或经济利益及 / 或承担其商业或经济风险之最终实益拥有人之详情		
Name 名称 _____		
HKID/Passport No. and Country of issue 香港身份证 / 护照号码及签发国家 _____		
Address 地址 _____		
Occupation 职业 _____		
Relationship between the Client and the ultimate beneficial owner(s) 客户与最终实益拥有人之关系 _____		

Declaration and Acknowledgment 声明及确认

We declare, acknowledge, confirm and agree that:

吾等声明、承认、确认并同意:

1. The information and representation contained in this Client Information Form are true, complete and correct, and that BTL Asset Management Company Limited (“BTLAM”) is entitled to rely fully on such information and representations for all purposes, unless and until BTLAM receives notice in writing from us of any change. BTLAM is authorized at any time to contact anyone, including our banks, or any credit agency, for purposes of verifying the information provided on this Client Information Form.

本客户资料表所载之资料 and 陈述乃真实、完整及正确，除非银信资产管理有限公司（「银信」）接获吾等发出关于任何变更的书面通知，否则银信有权就一切目的全面信赖该等资料及陈述。银信获授权随时联络任何人士，包括吾等的银行或任何信用调查机构，以查对此客户资料表所提供之资料。

2. The Account(s) and the provision of investment management service by BTLAM are subject to this Client Information Form and the Terms and Conditions of the Discretionary Client Agreement as amended by BTLAM from time to time (“**Client Agreement**”). Unless the context requires otherwise, terms and expressions used and defined in the Client Agreement shall have the same meaning when used herein.

委托账户，以及银信提供投资管理服务，均须受本客户资料表并受银信不时修订的委托账户协议的条款及细则（「**客户协议**」）所约束。除非上下文另有规定，否则客户协议所使用和定义的词语在用于本客户资料表时具有相同意义。

3. We have full power and authority to enter into the Client Agreement in all aspects without limitation and that this Agreement has been duly authorized, executed and delivered by us, constitutes our legal, valid and binding obligation and does not violate the terms of any constitutional documents and agreements to which we are subject.

吾等在各方面不受限制地拥有签订客户协议的全部权力和授权，而本协议已由吾等正式授权、签订和交付，构成吾等的合法、有效和具约束力的义务，且没有违反吾等受之约束的任何组织性文件和协议。

4. We will not create any charge, pledge or encumbrance over the whole or any part of the Account(s) during the term of the Client Agreement.

吾等在客户协议的期限内不会对委托账户的整体或任何部分设置任何押记、质押或产权负担。

5. The signatory(ies) to the Client Agreement has/have full authority to enter into the Client Agreement on our behalf, and that we shall indemnify and hold harmless BTLAM from all loss arising out of or in connection with the Client Agreement in the event of any breach of this warranty;

客户协议的签署人拥有全部授权代表吾等签署客户协议，如本保证被违反致使银信因客户协议招致损失或遭受与客户协议有关的损失，吾等应弥偿银信并使其不受损害；

6. Any of the above mentioned authorized person(s) (“**Authorized Persons**”) is/are hereby authorized to act on our behalf in respect of all matters relating to the Client Agreement and the Account(s) and to give BTLAM directions, instructions of whatever nature relating to the Account(s), specifically but without limitation to the foregoing:

任何上述之获授权人（「**获授权人**」）特此获得授权就客户协议和委托账户的所有事宜代表吾等行事，并就委托账户向银信作出任何性质的指令、指示，具体地包括但不限于下列各项：

- to buy, sell and otherwise through BTLAM deal in securities or otherwise; 透过银信以进行证券或其他投资产品买卖及交易；
- to receive on our behalf any demands, notices, confirmations, reports, statements of accounts and communications of every kind; 代表吾等收取各种要求书、通知、确认书、报告、账户结单和通讯；
- to receive on our behalf of money, securities and property of every kind, and to dispose of the same; 代表吾等收取和变卖款项、股票和任何财物；
- to make on our behalf any agreement relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof; and 代表吾等就上述任何事宜作出任何协议，终止或修改该协议或免除其任何条款；及
- generally to deal with BTLAM on our behalf; 代表吾等一般地与银信进行交易；

7. Any instructions given or purported to be given to BTLAM by the Authorized Person(s) shall at all times be binding on us regardless of whether any such person giving instructions has our actual authority to do so at the time of such instructions. We hereby agree to ratify at any time all acts and deeds, directions, orders or instructions given by any or all of the Authorized Person(s) and acknowledge that the same shall at all times be binding on us.

获授权人给予或看来是由获授权人给予银信的任何指示，在任何时候都对吾等具约束力，不论给予指示的任何人在给予该指示时是否获得吾等的实际授权这样做。吾等特此同意在任何时候追认任何或所有获授权人作出的所有行为和作为、给予的指令、命令或指示，并确认该等行为和作为、指令、命令或指示在任何时候均对吾等具约束力。

8. We have received a copy of the Client Agreement, the Risk Disclosure Statements and the Circular relating to Personal Data (Privacy) Ordinance in the language of our choice (English or Chinese), and we confirm that we have read and fully understood the Client Agreement and the Risk Disclosure Statements and have been invited to ask questions and take independent advice if we wish.

吾等已收到一份按吾等选择的语言（英文或中文）的客户协议、风险披露声明及关于《个人资料（私隐）条例》的通告，且吾等确认已阅读及完全明白客户协议以及风险披露声明，并获邀请提出问题及征询独立意见（如吾等有此意愿）；

9. We accept the terms and conditions of the Client Agreement and agree to be bound by them;

吾等接受客户协议的条款及细则并同意受该等条款及细则约束。

10. We have carefully considered the Risk Disclosure Statements, and we recognize that trading in investment products involves a high degree of risk. Considering our financial position and investment objective, we confirm that we are financially able to assume such risks and to sustain any losses resulting from such trading and voluntarily confirm that trading in securities is a suitable trading vehicle for us.

吾等已仔细考虑风险披露书，而且吾等了解进行投资产品买卖所涉及之高风险。考虑到本吾等的财务状况和投资目标，吾等确认吾等之财政能承担该交易带来之风险和承受其带来之任何损失，亦自愿确认证券买卖是一项对吾等合适的买卖方式。

11. We acknowledge and confirm that we must (i) observe any possible tax consequences arising from our entering into the Client Agreement and any transactions entered pursuant thereto and (ii) comply with all applicable laws and regulations in force from time to time including any legal requirements and foreign exchange restrictions or exchange control requirements which are relevant to the purchase, holding or disposal of securities or assets underlying the contract under the laws of the jurisdiction in which we are incorporated.

吾等知悉及确认吾等必须 (i) 遵守因吾等签订客户协议及根据该协议进行的任何交易而可能产生的任何税务后果；及 (ii) 遵从不时有效的所有适用法律和规例，包括根据吾等注册成立所在司法管辖区的法律之下与购买、持有及沽售证券或有关合约的资产相关的任何法律规定及外汇限制或管制规定。

12. This Client Information Form is prepared in both English and Chinese versions, in the event of discrepancy between the versions, the English version shall prevail.

本客户资料表编成中、英文版本，两种文本之间如有歧义，应以英文版为准。

Name of Company 公司名称)

)

)

)

)

Was hereto affixed pursuant to its board resolution)

a certified true copy of which is attached hereto)

已依据其董事会决议在此盖章)

在此附上已经核证为真实的该项董事会决议的副本)

Name of Authorized Signature(s))

获授权人名称)

)

)

)

Authorized Signature(s) with Company Chop

获授权签名及公司印章

in the presence of 见证人:)

)

)

Name of Witness* 见证人名称*)

)

)

Profession/Occupation 专业 / 职业)

)

Signature of Witness

见证人签署

Name of Company 公司名称)

)

)

)

)

Company Address 公司地址)

Acknowledged and Accepted by)

BTL Asset Management Company Limited)

经由**银信资产管理有限公司**承认及接纳)

)

)

)

Authorized Signature(s) with Company Chop

获授权签名及公司印章

Dated _____ of _____ of _____

日期 day (日)

month (月)

year (年)

* Note 备注:

Witness should be a licensed or registered person, an affiliate of a licensed or registered person, a Justice of the Peace, or a professional person such as a branch manager of a bank, certified public accountant, lawyer or notary public.

见证人应为持牌或注册人士、持牌或注册人士的联系人士、太平绅士或专业人士，例如银行分行经理、执业会计师、律师或公证人。

Risk Disclosure Statements

风险披露声明书

The following risk disclosure statements are provided pursuant to the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

以下的风险披露声明是根据《证券及期货事务监察委员会持牌人或注册人操守准则》的要求予以提供：

1. RISK OF SECURITIES TRADING 证券交易的风险

The prices of securities fluctuate, sometimes dramatically. The price of a security 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 FUTURES AND OPTIONS 期货及期权买卖的风险

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

买卖期货合约或期权的亏蚀风险可以极大。在若干情况下，你所蒙受的亏蚀可能会超过最初存入的保证金数额。即使你设定了备用指示，例如「止蚀」或「限价」等指示，亦未必能够避免损失。市场情况可能使该等指示无法执行。你可能会在短时间内被要求存入额外的保证金。假如未能在指定的时间内提供所需数额，你的未平仓合约可能会被平仓。然而，你仍然要对你的账户内任何因此而出现的短欠数额负责。因此，你在买卖前应研究及理解期货合约及期权，以及根据本身的财政状况及投资目标，仔细考虑这种买卖是否适合你。如果你买卖期权，便应熟悉行使期权及期权到期时的程序，以及你在行使期权及期权到期时的权利与责任。

3. 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.

你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 gazetted newspapers.

有关创业板股份的最新资料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.

假如你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之处，应寻求独立的专业意见。

4. RISKS 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 person 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) and the rules made therein. 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，是受到有关的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》(香港法例第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不同保障。

5. ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING 期货及期权买卖的额外风险披露

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.

本简要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并不适合，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。

FUTURES 期货

5.1 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阁下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。

5.2 RISK-REDUCING ORDERS OR STRATEGIES 减低风险买卖盘或投资策略

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预设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「空」仓同样的高。

OPTIONS 期权

5.3 VARIABLE DEGREE OF RISK 不同风险程度

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别(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。若购入的是期货合约的期权，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 future 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。若卖出的是期货合约的期权,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合约或其他期权作「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,买方须负责支付当时尚未缴付的期权金。

ADDITIONAL TRADING RISKS 其他买卖风险

6. TERMS AND CONDITIONS OF CONTRACTS 合约的条款及细则

You should ask BTLAM 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.

阁下应向银信查询所买卖的有关期货或期权的条款及细则,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,或会修改尚未行使的合约的细则(包括期权行使价),以反映合约的相关资产的变化。

7. SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS 暂停或限制交易以及价格关系

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

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),都可能增加亏损风险,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。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.

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可能导致投资者难以判断何谓「公平」价格。

8. 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 BTLAM's 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,特别是在银信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。

9. 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，阁下先要清楚了解你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。

10. 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 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，对于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，将不能迫使它们执行有关的规则。有鉴于此，在进行交易之前，阁下应先查询阁下本身地区所属的司法管辖区及其他有关司法管辖区可提供哪种补救措施的详情。

11. 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货币单位兑换成另一种货币时受到汇率波动的影响。

12. 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 participant firms. Such limits may vary: you should ask BTLAM for details in this respect.

电子交易设施是由电脑组成的系统所支持，该等系统用作买卖盘指令传送、执行、配对、登记或交易结算。然而，所有设施及系统都有可能暂时中断或失灵。因此，阁下收复若干损失的能力可能受制于系统供应商、市场、结算公司及 / 或参与公司所施加的责任限制。该等责任限制可能各有不同，有关这方面的详情，阁下应向银信查询。

13. ELECTRONIC TRADING 电子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If transactions are undertaken 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与透过其他电子交易系统进行买卖有所不同。如交易是透过某个电子交易系统进行的，阁下便将承受该系统带来的风险，包括硬件和软件的失灵。任何系统失灵可能会导致阁下的交易指令不能根据阁下的指示执行或全部不获执行。

14. OFF-EXCHANGE TRANSACTIONS 场外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. BTLAM 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.

在某些司法管辖区内，商号获准进行场外交易，但即使如此，也仅获准在受限制的情况下进行。银信可能在交易中作为阁下的对手方。有可能难以或根本无法平掉现有仓盘、评估价值、确定公平价格或评估承受的风险。基于这些原因，这些交易可能涉及更大的风险。场外交易的监管或会比较宽松或受制于另一个监管架构。在进行这些交易前，你应熟习适用的规则和有关的风险。

Acknowledgement by Client
客户确认

I/We acknowledge and confirm that the above risk disclosure statements were provided to me/us in a language of my/our choice and that I/we have been invited to read the risk disclosure statements, to ask question, and take independent advice.

本人 / 吾等承认及确认以上之风险披露声明书已按本人 / 吾等选择的语言提供，并已被邀请阅读该风险披露声明，就此提出问题及征求独立意见。

Authorized Signature(s) with Company Chop
获授权签名及公司印章

Date 日期: _____

Declaration by Licensed Representative
持牌代表声明

I have provided the above risk disclosure statements and fully explained the contents of the risk disclosure statements to _____ (Name of Client(s)) at 12/F, Chung Nam Building, 1 Lockhart Road, Hong Kong/ _____ (address where the explanation took place)/through a recording-telephone in a language which the Client fully understands and have invited the Client to read the risk disclosure statements, ask questions and take independent advice if the Client so wishes.

本人已于香港骆克道 1 号中南大厦 12 楼 / _____ (进行解释的地址) / 透过录音电话，按客户明白的语言向 _____ (客户名称) 提供上述风险披露声明书及全面解释风险披露声明的内容，并已邀请客户阅读该风险披露声明、提出问题及征求独立意见(如客户有此意愿)。

Signed by licensed representative 持牌代表签署

Name of licensed representative (in block letters) 持牌代表名称 (正楷)

CE number 中央编号

Date 日期: _____

This Agreement is dated the _____ day of _____ in the year of _____ .
本协议于 _____ 年 _____ 月 _____ 日
and entered into

Between

1. _____ (“the Client”) and 由客户（「客户」）与
2. BTL Asset Management Company Limited (“the Manager or BTLAM”) 银信资产管理有限公司（「银信」）签订。

Whereas 鉴于

1. The Client is desirous of opening an account (“Account”) with BTLAM, whose registered address is situated at 12/F, Chung Nam Building, 1 Lockhart Road, Hong Kong. BTLAM is a licensed corporation (Central Entity No. BFJ113) under the Securities and Futures Ordinance (“SFO”) in respect of Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities), Type 5 (Advising on Futures Contracts) and Type 9 (Asset Management) regulated activities.

客户有意在银信开设一个 账户（「账户」），银信的注册地址为香港骆克道 1 号中南大厦 12 楼，是一家根据《证券及期货条例》就第 1 类（证券交易），2 类（期货合约交易），4 类（就证券提供意见），5 类（就期货合约提供意见）及第 9 类（资产管理）受规管活动获发牌的持牌公司（中央编号：BFJ113）。

2. The Client hereby authorizes BTLAM to manage the assets of the Clients of whatever nature and kind which may be deposited from time to time by the Client into the Account including, without limitation, monies, assets and other investments, as well as all reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, all appreciations thereof and additional contributions but less any depreciations thereof and withdrawals therefrom (the “Portfolio”). Subject to any investment policy or guideline or other specific or general instructions given by the Client to BTLAM in writing (“Investment Guidelines”), the Client authorizes BTLAM to invest, manage and apply the Portfolio in its absolute discretion in accordance with the provisions of Clause 3 below, and without being required to consult with the Client or to obtain the Client’s specific approval or authorization in respect of any transactions effected pursuant hereto.

客户特此委托银信管理客户不时存入委托账户的任何性质和种类的资产，包括但不限于款项、资产及其他投资，以及其所有再投资额和出售上述项目的收益，包括但不限于投资所产生的所有股息和利息，投资的所有增值及额外注资但扣除其任何贬值及提款（「投资组合」）。除客户以书面给予银信任何投资政策或指引或其他具体或一般的指示（「投资指引」）外，客户根据下文第 3 条的条文授权银信按其绝对酌情权投资、管理和应用投资组合，无须就根据本协议进行的任何交易咨询客户或取得客户的具体批准或授权。

NOW IT IS HEREBY AGREED as follows:

现特此同意如下：

1. THE ACCOUNT 委托账户

- 1.1 The Client confirms that the information provided in the Client Information Form is complete and accurate. The Client will inform BTLAM of any changes to that information promptly. BTLAM is authorized to conduct credit enquiries on the Client to verify the information provided (whether through a credit agency or otherwise).

客户确认客户资料表所载资料均属完整及准确。倘该等资料有任何变更，客户将会迅速地通知银信。客户特此授权银信对客户的信用进行查询（不论是透过信贷机构或其他方式），以核实客户所提供的资料。

- 1.2 Whilst the Client expects BTLAM to keep confidential all matters relating to their Account, the Client hereby expressly agrees that BTLAM may disclose the Client's identity and particulars, details of transactions executed for and on behalf of the Client hereunder and any confidential information relating to the Client in compliance with applicable laws, rules and regulations, the requirements of or upon request for information from The Stock Exchange of Hong Kong Limited or any other stock exchanges outside Hong Kong (“exchanges”), the Securities and Futures Commission, government agencies, any persons pursuant to any court orders or statutory provisions. BTLAM will

comply with such requests without further notices to or consent from the Client. This provision shall survive the termination of this Agreement.

虽然客户预期银信对有关其 委托账户的所有事宜保密，但客户特此明确同意银信可为遵守适用法律、规则或规例、香港联合交易所有限公司或香港境外的任何其他证券交易所（「交易所」）、证券及期货事务监察委员会、政府机构、根据任何法院命令或成文法规定提出要求的的规定或它们为取得资料而提出的要求，披露客户的身份和详情、为客户或代表客户在本协议之下执行的交易之详情及有关客户的任何机密资料。银信将在无须进一步知会客户或取得客户同意的情况下遵守上述要求。本条文在本协议终止后应继续有效。F

- 1.3 Where the Client is a corporation or company, BTLAM shall not be obliged to comply with any instruction otherwise than from such authorized persons notified in writing to BTLAM by the Client from time to time.

如客户为一个法团或一家公司，银信没有义务遵守并非客户不时以书面通知银信的获授权人之人士所发出的任何指示。

2. CONTRIBUTIONS AND WITHDRAWALS 注资和提款

- 2.1 The Client shall upon opening of the Account(s) make an initial contribution to the Account(s) to be held in the Portfolio (“Initial Contribution”) and may from time to time make further contributions into the Account(s) to be held in the Portfolio (“Subsequent Contributions”).

在开设 委托账户时，客户应对 委托账户作出首次注资（「首次注资」）以由投资组合持有，并可不时对 委托账户作出进一步注资（「其后注资」）以由投资组合持有。

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

客户亦可向银信发出通知，要求从投资组合中全部或部分提款。在遵守客户的任何特定指示的前提下，银信应在切实可行的情况下尽快把按其绝对酌情权认为适当的该部分投资组合变现，以产生有关的现金款额以便支付给客户。

3. INVESTMENT 投资

The Client hereby authorizes and appoints the Manager as investment manager and, as its agent and attorney-in-fact, to exercise the investment discretion described below with respect to the Portfolio and the cash, securities or other properties contained in the Portfolio from time to time, and to execute all documentation, on the Client’s behalf, necessary to facilitate investment in securities and futures contracts for the Portfolio, and the Manager hereby accepts this appointment subject to the terms of this Agreement.

客户在此授权及指派投资经理为其投资经理人、代理人 and 法定代理人以自由运用下述与现金、证券及其他资产投资组合相关之投资事宜，且代表客户执行所有证券投资组合需要之资料。投资经理依本约条款接受此一指派。

- 3.1 The Client authorizes BTLAM to exercise the following powers in relation to the Portfolio as though it were the beneficial owner thereof:-

客户授权银信就投资组合行使下列权力，如同银信为投资组合的实益拥有人一样：-

- a. to purchase and sell, in its absolute discretion, securities of every type and description, foreign currencies, metals and other commodities, futures contracts, options and investments of all kinds and to convert the whole or part of the Portfolio into cash or deposits;

按其绝对酌情权买卖各种证券、外币、金属和其他商品、期货合约、期权及各种投资，将投资组合全部或部分转换为现金或存款；

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

挑选其不时认为适当的经纪或交易员以便代表客户执行交易；

- c. to arrange for the completion of all such sales and purchases as aforesaid and arrange for the transfer of all investments acquired on behalf of the Client either into the name of the Client or of a nominee on behalf of the Client;
安排完成上述所有买卖，并安排把代表客户取得的所有投资转入客户名下或代表客户的代名人名下；
- d. to exercise on behalf of the Client all rights (including voting rights) attached to or involved in the holding of any investments of the Portfolio;
代表客户行使所有附于或涉及持有投资组合的任何投资的权利（包括投票权）；
- e. to arrange for the collection of all dividends, income and other distributions made in respect of any investments of the Portfolio;
安排收取投资组合的任何投资的所有股息、收入和其他分配；
- f. to subscribe for new issues of securities, to participate in the underwriting or sub-underwriting of any security or securities of whatsoever nature on behalf of the Client for the Portfolio and on such terms and conditions and at such times and in such manner as BTLAM may, in its absolute discretion, think fit;
按银信的绝对酌情权认为合适的条款和条件、时候及方式代表客户为投资组合认购新发行的证券、参与包销或分包销任何性质的证券；
- g. to place or arrange to place from time to time and at any time any available cash for any period or periods of time to the credit of any account(s) whether current or deposit for the account of the Portfolio and draw the same from time to time, as BTLAM may, in its absolute discretion, think fit;
按银信的绝对酌情权认为合适，不时和随时为投资组合将任何现有的现金存入或安排存入任何账户（不论是往来户口或存款户口），不论存款期限为何，并可不时从该等账户中提取款项；
- h. to comply with any law, regulation, code, rule, order, directive, notice or request of any government agency or regulatory body or authority or stock exchange (whether or not having the force of law) requiring the Client to take or refrain from action;
遵守任何政府机构、监管机关或部门、证券交易所要求客户采取或不采取行动的任何法律、规例、法令、规则、命令、指令、通知或要求（不论是否有法律效力）；
- i. to consult with legal advisors concerning any question that may arise in respect of its duties under this agreement or the Portfolio generally; and
就其在本协议之下的职责或一般地就投资组合可能产生的任何问题咨询法律顾问；及
- j. generally to do all acts and things which are necessary for or incidental to the provision of services hereunder.
一般地作出为提供在本协议之下的服务所需或附带的所有行为和事情。

3.2 In cases where services are provided to the Client in relation to derivative products (such as futures and options contracts), BTLAM shall provide to the Client upon request product specification and any prospectus or other offering document covering such products and a full explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

如向客户提供有关衍生产品（例如期货和期权合约）的服务，银信应按要求向客户提供产品说明和关于该等产品的任何章程或其他发售文件，以及有关保证金的程序和客户持仓在甚么情况下可以未经客户同意而被平仓之全面说明。

3.3 The Client acknowledges that transactions related to exchange traded futures and options contracts shall be subject to the rules of the relevant markets and exchanges and the Client may have varying level and type of protection in relation to transactions on different markets and exchanges.

客户认知，与在交易所买卖的期货及期权合约相关的交易，应受有关市场及交易所的规则所规限，客户可能会就在不同市场及交易所进行交易而获得不同程度及类别的保障。

- 3.4 BTLAM may, subject to the provisions of the SFO and any applicable law, take the opposite position to the transactions under the Portfolio in relation to any exchange traded futures and options contracts, whether on BTLAM's own account or for the account of its associated company or other clients of BTLAM, provided that such trade is executed competitively on or through the facilities of the Hong Kong Futures Exchange in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.

银信可在不抵触《证券及期货条例》及任何适用法律规定的情况下，不论是为银信本身或为其联属公司或银信的其他客户，就任何在交易所买卖的期货或期权合约，采取与投资组合之下的交易相反的持仓，但该买卖必须是以公平竞争的方式，根据香港期货交易所的规则在该交易所的设施或透过该设施而执行的，或是在任何其他商品、期货或期权交易所的设施或透过该等设施并根据该等其他交易所的规则及规例而执行的。

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

客户承认并同意，银信按照本协议进行的所有交易（包括但不限于按照本协议向银信的任何集团成员或向任何其他经纪发出的买卖盘）均对客户具有约束力。客户接受因该等交易引起的所有风险。

- 3.6 The Client acknowledges that BTLAM does not in any way guarantee the performance of the Portfolio and shall not be responsible for any loss sustained except where such loss arises out of its acts and omissions done or suffered in bad faith or through negligence, wilful misconduct, wilful neglect, default or breach of this Agreement in any manner materially adverse to the value of the Portfolio or with any applicable law or regulation or requirement of any regulatory body in the relevant jurisdictions.

客户认知，银信不在任何方面保证投资组合的表现，且不对客户所蒙受的任何损失承担责任，除非该损失是由于其以不真诚的态度作出或容许的作为或不作为或因其疏忽、故意的不当行为、故意忽略，或以实质地对投资组合的价值不利的任何方式违反本协议，或违反相关的司法管辖区的任何适用法律或规例或任何监管机构的规定而引致的。

4. SCOPE OF AUTHORIZATION 授权范围

- 4.1 The Manager shall act as the investment adviser to the Client, and shall, continuously during the term of this Agreement, manage the Portfolio for the Client on the basis of the Investment Guidelines attached hereto as Schedule 1, (as such Investment Guidelines may from time to time be modified by written agreement between the Manager and the Client as a result of changes in the Client's financial position or investment objectives (collectively, the "Investment Guidelines")). In connection therewith, the Manager shall have full power to supervise and direct the investment and reinvestment of the cash, securities and other assets in the Portfolio and engage in such transactions on behalf of the Client as the Manager may deem appropriate, in the Manager's absolute discretion and without prior consultation with the Client, subject only to the provisions of this Agreement and the Investment Guidelines set out herein. The Client hereby acknowledges that the Client has no authority under this Agreement to direct the Manager to engage in any specific trade or transaction.

投资经理应为客户之投资顾问，并于本合约有效期内依附件一之投资建议书为客户管理投资组合（投资经理与客户得就客户之财务状况或投资目标随时以书面修改投资建议书（以下简称「投资建议书」））。投资经理应具有完全之权力来监督和操作现金、证券及其他资产投资组合之投资及再投资。且投资经理于其认为适当时得依其绝对裁量权、本合约及投资建议书，在不需与客户事前磋商之情况下从事前开交易。客户兹此知悉依据本合约并无指导投资经理从事任何特定交易之权限。

5. VALUATION AND STATEMENTS 估值和报表

- 5.1 BTLAM shall as at the close of business on the last business day of each calendar month (the "Valuation Day") prepare a valuation as to the total market value of the Portfolio (the "Valuation").

银信应在每个历月最后一个营业日（「估值日」）结束时，就投资组合的市价总值编制一个估值（「估值」）。

- 5.2 BTLAM will prepare and send to the Client within 10 business days after each Valuation Day:
银信将在每个估值日后 10 个营业日内编制和向客户发出:
- a. a copy of the Valuation as at the relevant Valuation Day prepared pursuant to the provisions of Clause 5.1;
and
根据第 5.1 条的规定编制的截至有关估值日为止的估值之一份文本; 及
 - b. a statement made up to the Valuation Day in respect of the period since the immediately preceding Valuation Day showing the transactions effected on behalf of the Client, details of all income credited to and charges levied against the Portfolio (including all deductions by BTLAM of fees and expenses) and the balance standing to the credit of the Client's Portfolio.
自前一个估值日至最新估值日期间的报表, 列明代表客户进行的交易、投资组合录得的所有收入及被收取的所有费用的详情 (包括银信扣除的所有费用和开支) 以及客户投资组合的结余。
- 5.3 BTLAM will conduct an annual review with the Client to review the performance of the Portfolio, discuss the Client's objectives to see whether the investment strategy is in line with the Client's objectives.
银信将与客户进行年度检讨, 以检讨投资组合的表现, 讨论客户的目标及投资策略是否符合客户的目标。

6. FEES AND PAYMENT 费用和付款

- 6.1 The Client agrees to pay BTLAM a management fee ("Management Fee") on a monthly basis and a performance fee ("Performance Fee") annually, in each case to be calculated in the manner set out in the Appendix hereto.
客户同意按月向银信支付管理费 (「管理费」) 和每年支付表现费 (「表现费」), 在每个情况下将按本协议附件列明的方式计算。
- 6.2 In respect of any contribution made by the Client pursuant to Clause 2.1, the Client shall pay to BTLAM a contribution fee ("Contribution Fee") calculated at the rate of _____% on the total amount of the Initial Contribution or each Subsequent Contribution (as the case may be). The Client hereby authorizes BTLAM to deduct the Contribution Fee payable by the Client to BTLAM from the Portfolio.
就客户根据第 2.1 条作出的任何注资而言, 客户应向银信支付一笔注资费 (「注资费」), 该项费用按首次注资或其后每次注资 (视属何情况而定) 的总金额 _____% 的费率计算。客户特此授权银信从投资组合中扣除客户应向银信支付的注资费。
- 6.3 In respect of each withdrawal made by the Client pursuant to Clause 2.2 within 12 calendar months of the date of this Agreement, the Client shall pay to BTLAM a withdrawal fee ("Withdrawal Fee") calculated at the rate of []% on the amount to be withdrawn from the Portfolio. The Client hereby authorizes BTLAM to deduct the Withdrawal Fee payable by the Client to BTLAM from the Portfolio.
就客户根据第 2.2 条在本协议之日后 12 个历月内作出的每次提款而言, 客户应向银信支付一笔提款费 (「提款费」), 该项费用按从投资组合中提取的金额 []% 的费率计算。客户特此授权银信从投资组合中扣除客户应向银信支付的提款费。
- 6.4 The calculation by BTLAM of the Management Fee, the Performance Fee, the Contribution Fee and the Withdrawal Fee (as the case may be) shall be final and conclusive except in the case of manifest error.
除有明显错误外, 银信计算的管理费、表现费、注资费和提款费 (视属何情况而定) 应为终局及具决定性的。
- 6.5 The Client agrees to pay or reimburse all costs and expenses including, but not limited to, all taxes, duties, levies, companyage, commissions, safe-keeping charges and legal fees, in connection with the Portfolio.
客户同意就投资组合支付或偿付所有费用和开支, 包括但不限于所有税项、税款、征费、佣金、保管费及律师费。
- 6.6 BTLAM may deduct from any monies held on the Account (including without limitation, any interest accrued on such

monies) such amounts as are necessary from time to time to settle or partially settle all of the Client's outstanding liabilities owed to BTLAM (including any amounts and fees referred to in this Clause 6) and the fees and charges levied by BTLAM in relation to the transaction(s).

银信可从 委托账户持有的任何款项（包括但不限于该等款项累计的任何利息）中扣除所需金额从而不时结算或部分结算客户欠付银信的所有债务（包括本第 6 条所指的任何款项和费用）以及银信就（该等）交易征收的费用和收费。

7. ACKNOWLEDGMENTS AND CONSENTS 知悉及同意

The Client hereby acknowledges and consents to the following: 客户在此知悉与同意下列事项:

- a. The Client understands the investment strategy intended to be followed in respect of the Portfolio shall be made in accordance with the Investment Guidelines and the Client hereby consents thereto and understands that the Manager makes no representation as to the success of any investment strategy or security that may be recommended or undertaken by the Manager with respect to the Portfolio.

客户了解因投资组合而欲遵行之投资策略应依据投资建议书，且客户同意并了解投资经理不保证任何投资策略或投资经理基于投资组合推荐或承担之证券之成功。

- b. The Manager and its Affiliates may disclose the identity of the Client and include its name in their respective list of clients and other marketing materials of the Manager and its Affiliates.

投资经理和其关系企业得揭露客户之身分，包含其个别名单上之客户姓名与投资经理和其关系企业之其他交易资料。

- c. (i) The Manager is entitled to act as adviser to other clients and may give advice, and take action, with respect to any of those clients which may differ from the advice given, or the time or nature of action taken, with respect to the Portfolio; and (ii) Affiliates of the Manager and officers, directors and employees of the Manager and such Affiliates of the Manager may engage in transactions, or cause or advise other clients to engage in transactions, which may differ from or be identical to transactions engaged in by the Manager for the Portfolio, or recommend any transaction which any of such Affiliates or any of the officers, directors or employees of the Manager or such Affiliates may engage in for their own accounts or the account of any other client, except as otherwise required by applicable law. To the extent permitted by law, the Manager shall be permitted to bunch or aggregate orders for the Portfolio with orders for other accounts to allow the Manager to negotiate lower commission rates and other transaction charges than the Manager can get for the Client's order alone. The Manager will allocate securities so purchased or sold, as well as expenses incurred for the transaction, in the manner that the Manager considers to be equitable and consistent with the Manager's fiduciary obligations to the Client and other clients.

(i) 投资经理具有为其他客户担任顾问之权利，且得就投资组合性质、时间差异提供不同之建议或采取行动；且
(ii) 投资经理之关系企业、高级职员、董监事和员工得从事引发或建议其他客户从事与本投资组合为相同或相异之交易，或推荐任何投资经理或关系企业之高级职员、董监事或员工为自己或其他客户而从事之交易，除非有法律之限制。于法律允许范围内，投资经理应被允许为替其他帐户下单之投资组合收集订单，以便投资经理得磋商以较单独订单能争取较好价格或较低佣金。投资经理得以其认为公允及符合投资经理对客户之受托义务之方式分配买卖之证券和交易费用

- d. The Manager uses its diligent efforts to allocate or rotate investment opportunities for the Client and other clients. Where there is a limited supply of securities available to the clients, the Manager will endeavour to provide for a fair and equitable allocation among clients but the Manager cannot always assure that allocation of securities will be made among all accounts and clients on a pro rata basis.

投资经理会努力为客户及其他客户配置和转换投资机会。当客户仅有有限之证券配额得购买时，投资经理将尽力提供对客户作出公平公正之分配，但投资经理无法保证其永远系按比例分配予所有之客户。

- e. By reason of the Manager's investment advisory activities and other activities of its Affiliates, the Manager may acquire confidential information or be restricted from initiating transactions in certain securities. The Client acknowledges and agrees that the Manager will not be free to divulge to the Client, or to act upon, any such confidential information with respect to the Manager's performance of this Agreement and that, due to such a restriction, the Manager may not initiate a transaction that the Manager otherwise might have initiated.
- 由于投资经理之投资顾问活动或其他关系企业之活动，投资经理可能获取机密资讯或被限制从事特定证券之交易。客户承认并同意投资经理不就此将关于投资订单执行之机密资讯透露与客户，且基于此一限制，投资经理可能无法进行曾经可执行之交易。
- f. The Client hereby authorizes the Manager to invest all or any portion of the Portfolio in any other investment companies advised by the Manager or its Affiliates ("Managed Funds") provided the investments are in accordance with the Investment Guidelines. The Client acknowledges that the Manager and/or any of its Affiliates are entitled to receive fees directly from the Managed Fund(s) for the advisory and administrative services provided to these Managed Funds. Portfolio assets invested in these Managed Funds will nevertheless be included in determining the Management Fee payable to the Manager under this Agreement. 客户在此授权投资经理得依据投资建议书全部或部分投资其他由投资经理或其关系企业建议之投资公司（以下简称「管理基金」）。客户承认投资经理和/或其任一关系企业有权直接收取提供予管理基金之顾问及行政服务费用。投资于该管理基金之投资组合资产亦包含于基于本合约应给付予投资经理之管理费用计算。
- g. The Client agrees to pay the Manager and/or deposit at all time sufficient collateral in such form and of such amounts as required by the Manager from time to time for the procurement of the margin facility and meeting the maintenance margin requirement and variation adjustments. The Manager reserves the right to sell the investment on the Client's behalf in order to meet the maintenance margin requirement and variation adjustments.
- 客户同意支付投资经理及/或随时依投资经理要求之形式及金额存放足额抵押品，以取得足额担保品而符合抵押品维持率及价格变动调整之要求。投资经理为符合担保品维持率及价格变动调整之要求，保留代客户出售投资商品之权利。
- h. The Client acknowledges that the Manager may not entertain the request on depositing and withdrawing the securities in and out from the Portfolio respectively at any time after the effective date. The Manager reserves the right to terminate this Agreement should such request is received from the Client.
- 客户认知投资经理不能于生效日后随时接受客户请求存入及提领投资组合内之证券。投资经理保留于收到客户此通知请求时终止本合约之权利。
- i. The Client acknowledges that, other than for the purpose of satisfying the margin requirement and variation adjustment, he is required to provide at least 5 working day notice in advance to the Manager should he wishes to deposit or withdraw cash in or from the account respectively. The Manager reserves the right to reject such request at any time before the proposed date for such cash deposit or cash withdrawal.
- 客户认知除为符合担保品维持率及价格变动调整之要求外，欲储存及提领帐户现金时应于五个工作日前通知投资经理。投资经理保留在客户提议日期前随时拒绝依前述约定要求存入及提领现金之权利。
- j. Each party shall promptly notify the other of any facts or circumstances or any change therein that may, directly or indirectly, affect the status or management of the Portfolio by the Manager, including, without limitation, any change in the status of any of the representations or warranties provided in Clause 3 of this Agreement.
- 当任何事实、情况或改变直接或间接影响投资组合之状态与管理时，包含但不限于状态之改变或任何本合约第3条之声明与保证事项，任何一方应立即通知他方。
- k. The Client acknowledges that the Investment Guidelines apply at the time of purchase only, and failure to comply with any specific guideline or restriction contained therein because of market fluctuation, changes in

the capital structure of any company which is the subject of investment in the Portfolio, ratings agency or credit ratings changes or withdrawals or other events outside of the Manager's control will not be deemed a breach of the Investment Guidelines or this Agreement.

客户承认投资建议书仅适用于证券之购买。若因为投资组合公司之资本结构改变、利率计算机构、信用评级机构或评等标准改变、退股或其他超出投资经理得控制范围之情事而无法遵守任何特定投资协议书或限制时，将不被视为违反投资协议书或本合约。

- I. Any investment not permitted by the Investment Guidelines may be permitted by written consent of the Client.

任何非投资建议书所允许之投资得经客户书面同意为之。

8 LIEN AND SET OFF 留置权和抵销

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

当时组成投资组合和在 委托账户中持有的任何款项或其他资产，须受一项用以偿付客户在本协议之下的所有债务的持续留置权所约束。

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

尽管本协议有任何其他规定，客户特此授权银信在无须通知客户的情况下随时和不时按银信认为合适的方式将任何和所有投资抵销、出售、变现或平仓，并将所得的净收益用于抵偿客户对银信的任何和所有义务（现时或此后不论是在本协议之下及 / 或本协议之下的任何投资或合约之下存在的义务）。客户进一步授权银信为清偿客户应向银信支付的任何款项处置银信为客户持有的任何证券。

9 COMMISSIONS 佣金

- 9.1 Subject to any laws and regulations, the Client acknowledges and agrees that BTLAM shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commissions, rebates or similar payments or services received in connection therewith, and rebates from standard commissions charged by brokers (including from any affiliates of BTLAM) or other agents to their clients. BTLAM shall also, at its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any benefit relating to commissions or similar payments in connection therewith.

在遵守任何法律和规例的前提下，客户知悉及同意，银信按其绝对酌情权有权就根据本协议的条款及细则为客户而与任何人进行的交易索取、接受和保留任何利益，包括任何佣金、回扣或就此收取的类似款项或服务，以及经纪（包括银信的任何关联公司）或其他代理人向其客户收取的标准佣金的回扣。银信亦按其绝对酌情权有权就根据本协议的条款及细则为客户而与任何人进行的交易提供任何利益，包括有关佣金或类似款项的任何利益。

- 9.2 For the purposes of Clause 9.1, the benefits that may be retained by BTLAM may include research and advisory services, economic portfolio analysis including valuation and performance measurement, market analysis, data and quotation services, computer hardware and software incidental to the above goods and services, clearing and custodian services and investment related publications.

就第 9.1 条而言，银信可保留的利益包括研究和咨询服务、经济综合分析，包括估值和表现估算、市场分析、数据和报价服务、附于上述产品及服务的电脑硬件和软件、结算和代管人服务以及投资相关刊物。

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

在各情况下，如银信保留任何利益，银信应确保交易的执行与最佳的执行标准一致，且确保客户承担的任何经纪费用不超过适用于该等交易的、相关机构在提供全面服务时所收取的惯常经纪费率。

10. LIABILITY AND INDEMNITY 责任和赔偿

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

银信无须就银信或代管人或关联或非关联次代理人对本协议或本协议之下任何交易的任何履约、不履约、错误、延误、疏忽或违约而承担责任，也无须就因其控制范围以外的任何原因引致的任何损失承担责任，但有证据显示银信的作为或不作为构成疏忽或故意不理睬作为金融机构在提供投资管理服务时通常应有的谨慎则除外。

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

客户同意，对于银信因履行其在本协议之下的义务或职责或与之有关，或因客户没有遵守本协议的规定或没有履行其在本协议之下的义务，而使银信和其高级职员、雇员及代理人承受或承担的任何种类或性质的所有责任、义务、损失、损害赔偿、罚款、诉讼、判决、讼案、费用、开支或开销（但因疏忽或故意不理睬作为金融机构在提供投资管理服务时通常应有的谨慎而导致者除外），向银信和其高级职员、雇员及代理人全面弥偿。

- 10.3 The Manager shall be fully protected in acting and relying upon any written advice, certificate, notice, instruction, request for other paper or document which the Manager in good faith believes to be genuine and to have been signed or presented by an Authorized Person or other proper party or parties, and may assume that any person purporting to give such advice or other paper or document has been duly authorized to do so unless contrary instructions have been delivered to the Manager by the Client. Any notice or instruction required to be in writing under this Agreement may be provided via electronic mail at an address supplied by the Manager.

投资经理因依据或信赖任何经由获得客户授权之人或其他适当之人签署或代表之书面建议、证明、通知、指示或经投资经理要求而信任为真之书面或文件所为之行为应受到充分之保护，且推定前述所提供之建议、书面或文件已获得客户正式授权除非客户已将相反的指示传达给投资经理知悉。本合同任何须以书面表示之通知或指示可透过电子邮件传递至投资经理所提供之电子邮件地址。

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

客户同意，并承诺在本协议的期限内，自付费用并在银信要求时迅速地作出和签署或促使作出和签署银信认为是为使本协议之下授予的权利、补救方法或权力生效而必需或适宜的行动和文件。

11. OTHER ACTIVITIES OF BTLAM AND ITS AFFILIATES 银信及其关联公司的其他活动

The Client understands and agrees:-

客户理解并同意：-

- a. that BTLAM may engage from time to time in purchasing or selling investments for other customers of the same kind as for the Client and at the same time, and that BTLAM is authorized to deal with itself or related companies in purchasing or selling investments for the Account;
银信可不时为其他顾客进行与其为客户进行的同一种类和同时进行的投资买卖，而银信获授权在为委托账户进行投资买卖时与其自身或有连系公司交易；
- b. that securities may be purchased or sold for the Client's Account which may be issued by companies which maintain corporate advisory relationships with BTLAM, and its affiliates or in which officers of BTLAM or its affiliates may serve as directors;
为客户的委托账户买卖的证券可能由与银信或其关联公司有企业咨询关系的公司发行或由银信或其关联公司的高级职员在其中担任董事的公司发行；
- c. that BTLAM may from time to time purchase or sell for the Client's Account shares of investment Portfolios which are managed by BTLAM or its affiliates;
银信可不时为客户的委托账户买卖由银信或其关联公司管理的投资组合的股份；
- d. that BTLAM may purchase for the Client's Account any newly issued securities being underwritten or distributed by BTLAM or any affiliate. BTLAM or such affiliate may retain all fees, commissions, concessions or other income which BTLAM or such affiliate may derive from such underwriting or distribution.
银信可为客户的委托账户买入任何由银信或任何关联公司包销或配销的新发行证券。银信或该关联公司可保留其从上述包销或配销中取得的所有费用、佣金、销售特许佣金或其他收入。

12. CONFLICTS OF INTEREST 利益冲突

- 12.1 Subject to the Investment Guidelines, BTLAM may effect transactions in which BTLAM has, directly or indirectly, a material interest or a potential conflict with BTLAM's duties to the Client. BTLAM shall not be liable to account to the Client for any profit, commission or remuneration made or received from or by reason of such transactions nor will the fees set out in Clause 6, unless otherwise provided, be abated provided that BTLAM shall ensure that such transactions are effected on terms which are not materially less favourable to the Client than if the potential conflict had not existed.
在遵守投资指引的前提下，银信可进行其在当中直接或间接拥有重大权益或银信对客户职责有潜在冲突的交易。银信无须向客户交待从该等交易或因该等交易作出或收取的任何利润、佣金或报酬，除另有规定外，第6条列明的费用也不会被减少，但前提是银信应确保进行该等交易所依据的条款对客户而言不会实质性地逊于倘若没有潜在冲突时的条款。
- 12.2 Without prejudice to the generality of the foregoing BTLAM or any affiliate may act on behalf of the issuer of the investment concerned (such as lead manager, selling group member or underwriter); may be the issuer of the investment concerned; may have a holding or dealing position in the investment concerned; or (unless otherwise agreed between the parties hereto) may buy or sell the investment concerned as principal or otherwise act as principal in any dealing. Except where BTLAM acts as principal, it will act as the Client's agent. BTLAM may also execute transactions or exchange currencies through an affiliate.
在不影响上文一般性的同时，银信或任何关联公司可代表有关投资的发行人（例如牵头经办人、出售集团成员或包销商）行事；可以担任有关投资的发行人；可在有关投资中持有仓位或进行买卖；或（除非本协议双方另行协定）可作为当事人买卖有关的投资或在任何交易中以其他方式作为当事人。除银信作为当事人的情况外，其将作为客户的代理人。银信亦可透过一家关联公司执行交易或兑换货币。

12.3 BTLAM may be restricted from dealing for the account of the Client in transactions in which BTLAM may have non-public information.

银信可能受到限制不能为客户进行银信可能持有非公开资料的交易。

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

本协议的内容并不妨碍银信接受任何其他人的类似委任或向任何其他人提供类似的服务。

13. NOTICE AND COMMUNICATION 通知和通讯

13.1 All notices, demands, statements and any other communications and documents (collectively “Communications”) required or permitted to be given to the Client may be sent by hand, post, facsimile, telephone or electronic mail to the address for Communications specified in the Client Information Form or as notified to BTLAM from time to time. All Communications shall be deemed to have been received by the Client (i) 48 hours after posting domestically if sent by post and (ii) at the time of transmission from BTLAM if delivered by facsimile, telephone or electronic mail and no such Communications need to be signed on behalf of BTLAM. Every transaction indicated or referred to in Communications given by BTLAM shall be deemed as conclusive and ratified and confirmed by the Client unless BTLAM received the Client written notice to the contrary in the manner as aforementioned, within seven days from the time communication is given. BTLAM shall in no circumstances be held responsible for delays or failure in transmission or instruction due to breakdown of communication facilities or for any other matter beyond reasonable control of BTLAM.

规定或容许给予客户的所有通知、要求、结单与其他通讯及文件(统称「通讯」)可以专人传递、邮递、传真、电话或电子邮件方式送交至客户资料表指定的或不时通知银信的通讯地址。所有通讯 (i)若以邮递方式在本地寄送, 被视为于发送后 48 小时后收讫; 及(ii) 若以传真、电话或电子邮件方式发出, 则被视为于银信传送之时收讫, 而通讯并不需要由任何人代表银信签署。除非银信收到客户以上述方式发出的相反书面通知, 否则银信给予的通讯所列明或所指的每一项交易应在其给予通讯后七天内被视为确实并获客户追认和确认。在任何情况下, 银信无须就由于通讯设施的中断而导致的传输延误或未能发出指示或由于银信合理控制范围以外的任何其他事宜而承担责任。

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

任何以电邮或传真发出的通知或通讯必须按大致相同的条款和载有签字的书面文本迅速地向银信确认, 但在银信收到上述确认前, 其有权不按电邮或传真通知及 / 或指示行事。

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

银信保留权利要求客户就任何口头指示给予书面确认, 且在其收到该书面确认前, 没有义务执行该等指示。

13.4 BTLAM and the Client agree and undertake to notify the other in the event of any material change to the information provided in this Agreement and the Client Information Form within thirty days (30) of such change.

银信和客户同意并承诺, 如本协议和客户资料表所载的资料有任何重大变更, 将在该变更后三十(30)天内通知对方。

14. TERMINATION 终止

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

如有下列情况, 任何一方可终止本协议:

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

给予另一方不少于三十 (30) 天书面通知;

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

如任何一方严重违反本协议的任何条款及条件且未能在另一方要求该方纠正违约后三十 (30) 天内纠正该违约;

- c. If either party:

如任何一方:

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

(如为一家公司实体)变成无力偿债、清盘、为结业 (不论是强迫还是自愿) (为重组、合并或结合目的除外) 提出或已提出呈请书或为上述结业通过决议, 或与其债权人达成任何和解协议或为债权人的利益进行任何转让, 或如已就其所有或任何业务或产业委任接管人、清盘人或管理人, 或如发生有类似上述各项的效果的任何事件; 或

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

(如为个人)由其本人或针对其提出破产的呈请, 或其被宣布破产。

- 14.2 In addition, BTLAM shall be entitled to terminate this Agreement immediately by giving notice in writing to the Client without any liability whatsoever and without any prejudice to any other rights or remedies for the loss or damage if the Client shall at any time:

此外, 如客户在任何时候有下列情况, 银信有权在给予客户书面通知后即时终止本协议, 而没有任何种类的责任, 且此举并不影响其就损失或损害享有的任何其他权利或补救方法:

- a. commits any act which in the opinion of BTLAM is likely to bring BTLAM or its affiliate or any of the officers or other employees into disrepute;

作出银信认为很可能致使银信或其关联公司或任何高级职员或其他雇员声誉受损的任何行为;

- b. is likely to cause annoyance, inconvenience or anxiety to BTLAM or any of its directors, officers or employees whether directly or indirectly or would have the effect of creating trouble; and/or

很可能对银信或其任何董事、高级职员或雇员造成滋扰、不便或困扰, 不论是直接或间接或可能带来问题; 及 / 或

- c. is of a menacing character.

具有威胁性。

- 14.3 Termination of this Agreement shall not affect or prejudice the respective rights, obligations, liabilities, powers or remedies of BTLAM which shall have fallen due or accrued prior to such termination including any fees or expenses properly accrued and due to BTLAM pursuant to this Agreement on the date of termination.

本协议的终止不影响或损害银信在本协议终止前已经到期或累计的各项权利、义务、责任、权力或补救方法, 包括根据本协议在终止日期正式累计和应付给银信的任何费用或开支。

- 14.4 All fees and expenses properly accrued and due to BTLAM up to the effective termination date shall be paid out of the Portfolio to BTLAM before returning the assets to the Client.

银信在向客户交还资产前, 客户应从投资组合中向银信支付截至有效的终止日前止正式累计和应付的所有费用和开支。

- 14.5 The Client must immediately notify BTLAM in writing upon the occurrence of any event as described in Clause 14.1(c) above, and this Agreement shall remain in force until BTLAM has received such notice and exercises its right of termination under Clause 14.1.

如发生上文第 14.1(c)条所述的任何事项，客户必须即时以书面通知银信，本协议将维持有效，直至银信收到该通知及行使第 14.1 条之下的终止权利。

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

在本协议终止时，银信应即时将所有投资转移至客户名下（或按客户或获授权人指示行事），而银信应作出或采取为使该等转移生效或促使该等转移得以进行而所需的事情或行动。

15. GENERAL PROVISIONS 一般规定

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

银信可将其在本协议之下的所有或任何权利、义务和利益转让、转移或以其他方式处置给其任何附属公司或关联公司，无须给予客户通知，而在事先给予客户书面通知后，可转让、转移或处置给任何其他实体。未经银信事先书面同意，客户不得转让、转移或以其他方式处置其在本协议之下的所有或任何权利、义务和利益。

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

客户同意，本协议及其所有条款对客户的继承人、遗嘱执行人、遗产管理人、遗产代理人、承继人和允许的受让人具约束力。本协议适用于银信及其继承人、受让人和代理人的利益。

- 15.3 To the extent permitted by law, BTLAM may from time to time amend or supplement (whether by the addition of schedules to this Agreement or otherwise) any of the terms and conditions of this Agreement by notifying the Client in accordance with Clause 14.

在法律允许的范围内，银信透过按照第 14 条通知客户的方式，不时修订或补充（不论是对本协议增补附件或以其他方式）本协议的任何条款及条件。

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

本协议之下任何弃权必须由放弃该权利的一方以书面签署。如银信未能或延迟行使该项权利，将不被视为放弃本协议之下的任何权利。任何单一次或部分行使本协议之下的任何权利将不妨碍进一步行使该项权利或行使任何其他权利。一方放弃追究对本协议任何条文的违反，将不被视为放弃追究对该项条文或任何其他条文的其后违反。

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

如本协议的任何条文或某项条文的部分在任何司法管辖区被裁定为不合法、无效或不可强制执行，则其他条文或该等条文的其他部分将不受影响，且维持具有十足效力及作用。本协议整体的合法性、效力和可强制执行性在任何其他司法管辖区亦不受影响。

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

本协议连同客户与银信之间就客户的委托账户达成的所有其他书面协议，以及银信向客户发出的声明和确认中所载的条款，构成客户与银信之间就本协议的标的事项之全部谅解。

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

客户承认并确认，如中、英文文本之间有任何冲突或歧义，应以英文文本为准。

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

本协议的标题仅用作方便参考，没有法律效力。单数词语包括指复数，而复数词语亦包括指单数。

16 LAW AND JURISDICTION 法律和司法管辖权

This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the Hong Kong courts.

本协议受香港特别行政区法律管辖并按该等法律解释，双方接受香港法院的专属司法管辖权管辖。

B ANNUAL PERFORMANCE FEE 年度表现费

1. The Client shall pay BTLAM a Performance Fee in respect of the Portfolio at the end of each calendar year if the net asset value of the Portfolio as at the end of such calendar year is greater than the target net asset value of the Portfolio (“Target NAV”). The Target NAV of the Portfolio is [X] % of:

如投资组合截至某一个历年结束时的资产净值高于投资组合的目标资产净值（「目标资产净值」），则客户应在该历年结束时就投资组合向银信支付一笔表现费。投资组合的目标资产净值为下列各项之中较高者之[X] %。

- a. in the first calendar year following the commencement of the Agreement, the Initial Contribution made by the Client at the commencement of the Agreement; or
在本协议开始后首个历年，客户在本协议开始时作出的首次注资；或
- b. for all subsequent years, the net asset value of the Portfolio as at the close of business on the last trading day of the immediately preceding calendar year,
就所有其后年度而言，投资组合在上一个历年的最后一个交易日营业时间结束时的资产净值，

provided that the amounts shall be adjusted proportionally to take into account any contributions or withdrawals of the Client during the calendar year.

但在考虑到客户在历年内所作的任何注资或提款后款额应按比例予以调整。

2. The Performance Fee shall be [xx] % of the amount by which the net asset value of the Portfolio as at the end of the calendar year exceeds the Target NAV.

表现费应为投资组合截至历年结束时的资产净值超过目标资产净值的该部分金额的[xx] %。

Illustrative Examples:

说明例子：

Initial Contribution : HK\$ 1,000,000

首次注资：1,000,000港元

- a. 1st year-end NAV: HK\$ 1,400,000 (with an annual return of 40%)

首年年底资产净值：1,400,000港元（年回报为40%）

Performance fee is payable as the net asset value of the Portfolio as at the end of the first calendar year exceeds the Target NAV (ie. 110% of HK\$1,000,000 = HK\$1,100,000). The amount of the Performance Fee shall be = { HK\$1,400,000 – (HK\$1,000,000 * 110%) } * 10% = HK\$30,000

当投资组合的资产净值在截至首个历年年底超过目标资产净值时，则应支付表现费（即1,000,000港元之中110% = 1,100,000港元）。表现费金额应为{ 1,400,000港元 – (1,000,000港元 * 110%) } * (i.e. 10%) = 30,000港元

- b. 2nd year-end NAV: HK\$900,000 (with an annual return of -36%)

第二年年底资产净值：900,000港元（年回报为-36%）

Performance fee is not payable as the net asset value of the Portfolio as at the end of the second calendar year achieved a negative return.

当投资组合的资产净值在截至第二个历年年底得到负回报时，则无须支付表现费。

Circular to Clients Relating to Personal Data (Privacy) Ordinance (the “Ordinance”)

关于《个人资料（私隐）条例》（「条例」）客户通告

1. From time to time, it is necessary for clients to supply the BTLAM with data in connection with the opening or continuation of accounts or provision of investment management and advisory services. At the same time, some of the data are collected pursuant to laws, regulations, rules or codes binding on BTLAM or its affiliates. 客户需不时地向银信提供与开设或维持账户、或提供投资管理及咨询服务有关的资料。同时，有一部份资料是根据对银信或其关联公司具约束力的法律、规定、规则或守则加以收集的。
2. Failure to supply such data may result in BTLAM being unable to open or continue accounts or establish or continue credit facilities or provide investment management and advisory services. 如客户未能提供该等资料，则银信将无法代理客户开设或维持账户，或提供与投资管理及咨询有关服务。
3. It is also the case that the data are collected from clients in the ordinary course of the continuation of the business relationship. 所有资料均以维持正常业务联系的需要而向客户收集的。
4. The purposes for which data relating to a client may be used are as follows:-
与客户有关的资料主要有如下用途：
 - the daily operation of the services and credit facilities provided to clients; 为客户提供日常运作服务和贷款融资服务；
 - conducting credit checks; 进行信贷检查；
 - assisting other financial institutions to conduct credit checks; 协助其它金融机构进行信贷检查；
 - designing financial services or related products for clients’ use; 根据客户的需要设计有关的财务服务或相关产品；
 - marketing financial services or related products; 推广上述的金融服务和相关产品；
 - determining the amount of indebtedness owed to or by clients; 确定欠付客户或客户欠付的债务款额；
 - collection of amount outstanding from clients and those providing security for clients’ obligation; 向客户或为客户责任提供担保的人士收回亏欠的款项；
 - meeting the requirements to make disclosure under the requirements of any laws, regulations, rules, codes binding on BTLAM or any of its affiliated companies and 根据对银信或其关联公司具约束力的法律、规定、规则或守则的要求作出披露；及
 - purposes ancillary or relating thereto. 其它附带或相关用途。
5. Data held by BTLAM relating to a client will be kept confidential but BTLAM may provide such information to the following parties within or outside Hong Kong to the extent permitted by law:-
银信持有的客户资料将会保密，银信仅会于法律允许范围内向下列香港以内或以外人士提供客户资料：
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, printing or other services to BTLAM in connection with the operation of its business; 向银信提供与业务活动有关的管理、电讯、电脑、款项或证券结算、印刷或其它服务的任何代理人、合约商或者第三方服务提供者；
 - any other companies within BTLAM and its affiliated companies, including the parent company; 银信及其关联公司之任何其它公司，包括母公司；
 - any other person under a duty of confidentiality to BTLAM including a company which has undertaken to keep such information confidential; 遵守银信保密原则的任何其他人，包括已承诺将上述资料保密的任何公司；
 - any financial institution with which the client has or proposes to have dealings; 客户与之有业务往来或即将有业务往来的任何金融机构；
 - any actual or proposed assignee of BTLAM or participant or sub-participant or transferee of BTLAM’s rights in respect of the client; 银信的任何实际或建议承让人，或者与客户相关的银信权益参与人或次参与人或转让人；
 - any other person when we are compelled to make disclosure under the requirements of any laws binding on BTLAM or any of its affiliated companies; 根据对银信或其关联公司具约束力的法律要求必须向其作出披露的任何其他人士；
 - any person with the client’s express or implied consent; 经客户明示或默示同意的任何人士；
 - any person in the event that BTLAM’s interests require disclosure. 银信因本身利益需要而必须对其作出披露的任何人士。

6. In the course of performing our duties, BTLAM may, as permitted by law, match, compare, transfer or exchange any personal data provided by the client, or hereafter obtained, for these or any other purposes by BTLAM, with data held by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data. 在履行本身的业务活动过程中，银信可能在法律允许的范围内，把客户所提供的或其后为此目的或其它目的所获得的客户个人资料与香港及海外的政府机构、其它监管机构、公司、组织或个人所持的资料进行校对、比较、转换或交换，以便确认该等资料的可靠性。
7. Under and in accordance with the terms of the Ordinance, any individual:-
在符合条例之条款的情况下及按照条例的条款，任何人士：
- has the right to check whether BTLAM holds data about him/her and the right of access to such data; 有权查询银信是否持有他 / 她的资料并有权取得该等资料；
 - has the right to require BTLAM to correct any data relating to him/her which is inaccurate; 有权要求银信更改有关他 / 她的不正确资料；及
 - has the right to ascertain BTLAM's policies and practices in relation to data and to be informed of the kind of personal data held by BTLAM. 有权查询银信拥有该些资料的政策和应用范围，并可了解银信所持有的个人资料的种类。
8. In accordance with the terms of the Ordinance, BTLAM has the right to charge a reasonable fee for the processing of any data access request. 在符合条例之条款情况下，银信有权对资料查询人士收取合理的费用。
9. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: 任何人士如欲查询资料或更正资料或查询有关政策和应用范围以及个人资料的种类等资料，请随时致函：

The data Protection Officer
BTL Asset Management Company Limited
12/F, Chung Nam Building,
1 Lockhart Road,
Hong Kong
香港骆克道1号
中南大厦12楼
银信资产管理有限公司
资料保护主任