

基金／債券交易申請書
FUND / BOND TRADING APPLICATION FORM

致：中國天元證券有限公司
To: China Tian Yuan Securities Limited

客戶名稱 Account Name _____

客戶號碼 Account Number _____

本人／吾等現申請使用基金／債券交易。
I / We now apply for Fund / Bond Trading.

簽署基金／債券交易申請表表示本人／吾等謹此聲明已詳細審閱並接受附上之基金／債券交易協議條款及基金／債券交易
平台風險披露條文內的所有內容。

By signing the Fund / Bond Trading Application Form, I / We acknowledge and accept all contents contained in the attached Fund /
Bond Trading Agreement and Risk Disclosure Statement for Fund / Bond Trading Platform.

客戶簽署
Client Signature _____

日期
Date _____

只供內部使用 For official use only

Prepared and Checked by AE	Received by CS	Signature Verified by	Approved by
Name	Name	Name	Name
Date	Date	Date	Date

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基金／債券交易協議條款

本人／吾等同意並了解，投資價值可升可跌，本人／吾等委託中國天元證券有限公司代為投資，並願意承擔此等風險。任何因投資表現所造成的損失，中國天元證券有限公司均毋須對本人／吾等負上任何責任。如上述交易需要進行貨幣兌換，本人／吾等同意使用中國天元證券有限公司或其託管人所定的匯率。

開戶表格、基金／債券交易申請書及客戶協議書（統稱「申請表格」）構成您與中國天元證券有限公司的合法協議。另外本條款與限制（「本條款」）概列您可如何透過中國天元證券有限公司購買／認購、贖回／賣出、轉換和轉讓或以其他方式處理基金的投資。除非與本條款衝突外，申請表格的條件及條款繼續適用。下列定義在本條款整體適用。

1. 定義

下列字詞及句子在本條款內具有右列的涵義：

適用法律	指由任何結算系統及／或交易所，及／或由政府機構、權力機關、交易所、市場、監管機構、自律監管機構或結算系統等（無論是否具有法律效力；以及無論是在香港境內或境外）不時頒佈的適用法律、規則、規例、章程、憲法、命令、指令、通知、通函、守則、慣例或訂明的合約條款。
中國天元證券	中國天元證券有限公司（中央編號：BHM 066）已領有牌照，經營第1類（證券交易）、第4類（就證券提供意見）及第9類（提供資產管理）受《證券及期貨條例》監管業務。
基金	您經由中國天元證券購買／認購、贖回／賣出、轉換和轉讓或以其他方式處理的基金投資。
基金銷售文件	任何基金的組成文件、說明書、認購章程或銷售文件（或同等文件）。
代名人服務	中國天元證券就文內所述基金所提供的代名人服務。
您	根據本條款與中國天元證券進行業務往來的個人或公司。「您」一詞包括您的個人或授權代表。

2. 申請與付款

- (a) 購買／認購基金投資的首次申請必須以書面申請表格提出，並須提交任何規定的文件。若您的個人資料或狀況及就本條款向中國天元證券提供的任何其他資料出現重大的轉變，您同意從速通知中國天元證券。
- (b) 如欲進一步認購／購買、贖回／賣出或轉換任何基金的基金單位，投資者可通過傳真、互聯網或郵遞方式提交有關指示。如欲轉讓任何基金的基金單位，則須透過指定表格或以中國天元證券不時訂明的其他方式作出指示。中國天元證券獲授權根據由您的代表或您本人或當時已通知中國天元證券的獲授權處理您帳戶的人士發出或看來是由該等人士發出的指示行事。中國天元證券無責任認證任何有關指示或核證發出指示的人士的身份。
- 中國天元證券有權倚賴及真誠地相信為真確的該等指示行事，並對您因此而引致的任何損失恕不負責。
- 然而，若中國天元證券決定認證任何指示，而中國天元證券有理由懷疑該等指示的真確性或發出指示的人士的授權，中國天元證券擁有絕對酌情權，決定拒絕根據任何有關指示行事，而您若因延遲或未能傳輸或執行任何認購／購買、轉換、轉讓、贖回／賣出或以其他方式處理任何基金的任何基金單位的指示或與之有關而蒙受或招致任何損失、損害賠償、費用或開支，中國天元證券概不負責。
- 中國天元證券在任何時間均可酌情處理您以電話或傳真或互聯網提交指示的權利。中國天元證券可隨時撤銷有關的權利，而毋須預先通知。然而，若中國天元證券接受此等電話、圖文傳真或互聯網發出的指示，中國天元證券有權依照及執行其真實地信任屬真確的指示。對於可能因此引致的任何損失，中國天元證券概不負責。
- (c) 本條款將由中國天元證券接納您的申請表格起生效，一般為中國天元證券收到申請表格之日，而中國天元證券有絕對權利決定是否接納任何申請表格。本條款將適用於您在中國天元證券開設的帳戶，以及該帳戶下的每宗及所有交易。

- (d) 在您已有現存帳戶或帳戶已開立的狀況下，若您的有效及完整指示（連同全部所需資料和文件）在中國天元證券規定的有關基金的交易截止時間之前由中國天元證券收妥，您的指示一般將在中國天元證券收到您有關基金的指示當日執行。若您的指示在交易截止時間之後才由中國天元證券收妥，一般將會順延至有關基金的下一個交易日才根據基金銷售文件的規定執行。中國天元證券保留不接納任何指示的權利（可包括任何轉換交易）。您必須指明基金選擇，以便中國天元證券處理您的指示。
- (e) 您同意在使用文內所述中國天元證券的服務時，您的認購或贖回款項一般以電匯方式，或以中國天元證券可不時接受或釐定的其他付款方式支付或收取。中國天元證券不會接受以現金付款。您進一步同意負責發出和完成有關上述電匯的指示，而若未能履行這項責任，中國天元證券將不會承擔任何責任。就認購／購買而言，中國天元證券將在收到電匯單或其他付款憑據之副本後才處理指示，並保留因未能在中國天元證券不時訂明的時間內收到已過戶款項而拒絕或延遲處理任何指示的權利。您進一步同意，若因中國天元證券的疏忽而招致與電匯有關的損失，中國天元證券的責任以錯配或使用不當的資金金額為限，而您不得追索任何其他性質的其他損害賠償，包括相應的損害賠償。
- (f) 經中國天元證券認購／購買基金的投資者如須更改地址及銀行帳戶資料，必須通過傳真、郵寄、互聯網或任何中國天元證券不時指定之方式作出書面指示。
- (g) 您同意在使用中國天元證券的服務時，當需要外匯交易來處理您的指示時，您授權中國天元證券就所接獲或為您所持資金進行換算，所有換算成本和費用由您承擔，而您特別確認並同意，中國天元證券將擁有酌情權去決定適用的匯率，及該等交易可能會被合併，並會由或透過中國天元證券進行，從而中國天元證券可能按公平原則下獲得利益。
- (h) 已授權中國天元證券採取其認為有利中國天元證券為您提供服務的措施，包括有權預扣及／或支付任何應付或與基金單位有關的稅項或稅款，而毋須承擔任何相關責任；以及根據適用法律，或按要求向任何第三者服務供應商或中國天元證券及基金的代理（或其代表）披露有關您（包括您的獲授權人士及受益人）或任何基金單位或任何相關交易的資料。
- (i) 您同意按照中國天元證券不時訂明的方式和步驟，在指定時間內向中國天元證券提供所需的資訊、資料和文件，以便中國天元證券能夠執行指示、履行文內所述服務及／或遵守任何基金單位的任何文件、適用法律和市場慣例的規定。

3. 最低認購額

對基金作出的最低首次投資額及任何額外的整筆投資指示，均載於基金銷售文件。對任何基金作出的最低首次投資額及任何額外的整筆投資指示，均由中國天元證券不時訂明。

4. 投資的產權及登記

- (a) 若您認購／購買基金的投資，您的投資將以中國天元證券代名人的名義、聯名以該代名人和您的名義或您的名義登記。中國天元證券不會實益地持有您對基金作出的任何投資。
- (b) 您將不獲發基金單位證書。您將獲發認購／購買（或出售）投資之成交單據。
- (c) 中國天元證券不得出借投資或所有權文件予任何第三者，以及不得以投資或該等文件作為借款抵押。
- (d) 聯名持有人在聯名帳戶內的所有投資應被視為聯權共有。每位聯名持有人授權中國天元證券，若任何一聯名持有人去世，聯名帳戶內的投資將按尚存者指示管有，並同意（代表他／她及他／她的繼承人，代表和繼任者）就中國天元證券按此而可能引致的任何及全部責任，對中國天元證券作出彌償。

4A. 代名人服務

- (a) 就您透過中國天元證券購買或認購的基金單位而言，您在此同意並授權中國天元證券以中國天元證券的名義或以中國天元證券的代名人、其他銀行或金融機構、或代名人公司（各自稱為「代名人」）的名義登記及持有該等基金單位，而中國天元證券擁有全權及絕對酌情權，可不時提名任何該代名人（無論是否與中國天元證券有關聯）。您進一步同意並授權代名人處理這些基金單位，以及行使其權利和權益，惟須符合該代名人慣常的條款與限制及／或中國天元證券可能不時訂明的其他條款與限制。



- (b) 您授權中國天元證券在提供代名人服務時，可代表您向基金的受託人、註冊處、過戶代理、保管人、行政服務代理及任何其他服務供應商作出指示，以執行您在基金的基金單位轉自／轉往任何代名人，或在任何代名人之間轉讓。
- (c) 您同意中國天元證券有權指示代名人更改當時以代名人名義為您持有的任何基金單位的登記，改為直接以您的名義登記該等基金單位。如任何指示涉及由代名人為您接收或持有的任何基金單位，您同意並授權中國天元證券可代表您向代名人作出有關指示，而代名人可根據中國天元證券代表您所作出的該等指示而行事。
- (d) 您同意並授權代名人根據您的指示或根據本條款或適用法律，轉讓、贖回／賣出、轉換或以其他方式處理以代名人名義登記的任何基金單位，以及採取代名人認為適當的行動，以執行轉讓、贖回／出售、轉換或交易。您同意受代名人（以您的代名人身份或以代表您作為基金單位的註冊持有人身份）與基金（或其代表）就代名人為您接收或持有的基金單位而訂立的任何協議的條款與限制，或基金銷售文件或其他相關文件所載與基金單位有關的其他條款與限制所約束，並作出基金銷售文件中有關基金投資者及持有人的相關聲明、保證和承諾。
- (e) 您同意基金的任何基金單位認購／購買、轉讓、贖回／出售、轉換或交易（「交易」），須受與基金銷售文件不時所載，或基金服務供應商不時訂明適用於基金的直接基金單位持有人的相同條款和要求（包括基金單位交易的任何限制）所規限。此外，您同意任何該等基金單位交易可能須受中國天元證券不時全權及絕對酌情決定的其他條款和要求及收費所規限。
- (f) 若您有意進行任何交易，則須按照中國天元證券不時規定或訂明的方式，在指定時間內向中國天元證券作出有效的指示及提供其他資料和文件。
- (g) 代名人在履行其代名職能時有權採取下列行動，其中包括但不限於：
- (i) 作出代名人認為適當的安排，目的是妥善保管基金之基金單位。尤其是，您同意在適用法律允許的範圍內，代名人可匯集處理為您及為其他人士所持有的基金單位，而代名人可能不會以獨立證書或其他實物文件或等同方式獨立區分哪些基金單位屬於或應歸屬至您或您的帳戶。代名人可酌情決定保留任何紀錄和文件，以顯示您在有關混合匯集基金單位內的實益享有權；
 - (ii) （在代名人實際知悉的情況下）提交被催繳、贖回或成為應付款項的基金單位，及按文內所述條款為您持有的所有收益（於催繳付款時提交），以及代名人為您持有並已實際接獲的款項作支付之用；
 - (iii) 根據本條款的規定，為您接收和收取並持有與基金單位相關的利息、股息或其他付款或收益分派；
 - (iv) 若基金單位以超過一種貨幣付款，在適用法律允許的範圍內，代名人可全權及絕對酌情決定以何種貨幣收取款項；
 - (v) 可扣除您的任何帳戶結餘以進行付款或交收，從而執行您的任何指示，或清算應付予中國天元證券或任何其他代名人的金額；
 - (vi) 可從您應付或應收的任何款項，或從應轉往或轉自您的任何帳戶的任何款項中預扣或扣減任何根據適用法律須預扣或扣減的金額。您確認中國天元證券及代名人毋須為您代墊任何預扣或扣減金額，亦毋須承擔任何相關責任；
 - 及
 - (vii) 採取所需行動以遵守適用法律。
- (h) 儘管文內有任何其他條文規定，若代名人在未有接獲指示的情況下認為必需採取行動以保障您的利益，該代名人可以但並無責任採取有關行動，並可處理為您持有的任何資金、基金單位或其他資產，以及就此行使其他權利。
- (i) 儘管有上述任何條文規定，在適用法律允許的範圍內，代名人並無任何義務在任何市場就其為您持有的基金單位收取或接收任何付款、分配或其他事項，或採取任何其他行動。您確認根據適用法律或在代名人釐定的其他情況下，代名人可能難以、不切實可行或不獲允許行使與基金單位有關的任何權利或權益，或參與任何行動、交易或其他事項。在適用法律允許的範圍內，代名人有權全權及絕對酌情決定拒絕接受您就上述事項作出的指示。即使代名人作出上述任何收取或接收、採取任何有關行動，或向您發出任何有關通知，或根據本文所述任何有關通知而採取任何行動，代名人、中國天元證券均毋須就任何不準確或延誤負責，亦無任何義務繼續或重複任何有關行動。

- (j) 您同意並確認自行承擔把基金單位存放於代名人的風險。若基金單位遭收購、徵用、沒收或充公，或若基金在調返資金、轉讓或分配（或清盤所變現的任何資金）方面存有任何限制，或若基金單位出現任何損壞、損失或減值，代名人、中國天元證券概不負責。
- (k) 若您違反或未能遵守本條款的任何條文規定，或提供代名人服務將會違反任何適用法律，或您就基金開設的帳戶因其他理由而被終止，中國天元證券可即時終止代名人服務。當您在中國天元證券開設的帳戶被終止或中國天元證券終止提供文內所述基金的相關服務時，中國天元證券將視為接獲您的指示，可酌情決定：
- (i) 在終止代名人服務的生效日期贖回或以其他方式處理當時由代名人為您帳戶持有的任何基金單位，或若該日並非交易日或基金銷售文件所述的最後交易時間已經結束，則於下一個交易日進行（「生效日期」），而所得的有關贖回或交易收益（在清算任何應付予中國天元證券的任何未償還債務、費用及開支後）將會匯寄給您及／或用作清算由您、中國天元證券或任何代名人引致的任何債務；
 - (ii) 在生效日期把當時由代名人為您帳戶持有的任何基金單位直接轉讓至您名下（如適用）；及
 - (iii) 取消任何尚未執行的交易。
- (l) 即使有任何相反規定，您須就代名人為您帳戶持有任何基金單位而引致的任何稅務承擔責任，除非引致任何有關稅務的唯一原因是代名人以其本身的名義持有該等基金單位，而以您的名義持有相關基金單位則不會引致該稅務。
- (m) 您同意中國天元證券可全權酌情決定保留由中國天元證券或代名人為您持有的任何款項所累計的全部利息，或按中國天元證券可全權及絕對酌情釐定的比率（以累計方式記入您的帳戶或由中國天元證券決定的其他方式）向您支付有關金額的利息。
- (n) 您授權中國天元證券處置或由任何代名人提出處置要求，把為您持有的任何基金單位用作清算您或代表您對中國天元證券、任何代名人或任何第三者欠付的任何債務。

5. 收益

- (a) 根據發行投資的條款及規則，所有（派息基金）後續投資的派息方法將按照《基金交易指示表格》內所列明之選擇而定。現金派息之款項將預設為直接存入閣下之證券現金帳戶。
- (b) 您確認此類再投資交易將取決於中國天元證券與基金之間協議的處理安排。中國天元證券會盡快完成該交易，不過，此類交易的執行可能與基金的基金銷售文件規定的時限不一致。

6. 報告及表決

- (a) 根據適用法律的規定，中國天元證券及代名人並無責任或義務行使為您認購／購買或接收／持有的投資所附帶的表決權或其他選舉權利，但您按照中國天元證券不時訂明的方式和時間預先給予書面指示則除外，並只會按照中國天元證券與您協議的條款、條件、彌償、費用及收費行使有關的權利。
- (b) 若無上述指示及協議，中國天元證券及代名人有權但無義務行使投資的表決權或其他選舉權利。在這個情況下，您同意中國天元證券及代名人可獲豁免通知及交付任何代表委任書或發給您的其他文件之責任和義務，但適用法律另有規定者，不在此限。

7. 轉換／轉讓投資及贖回／賣出

您可指示中國天元證券出售或轉讓投資，或出售投資並把所得款項再投資於其他投資項目。交易須符合有關投資的條款及條件，而中國天元證券將在收到您的指示後，在可行情況下盡早執行交易。



8. 聲明及保證

您在此聲明並保證：

- (a) 除非另行通知中國天元證券，否則您將為透過中國天元證券認購／購買所有基金單位的受益人；
- (b) 您已經收到，仔細閱讀及了解基金銷售文件，並據此認購或購買基金單位；
- (c) 您作出基金申請人、投資者或持有人須作出的所有聲明、保證及承諾（無論是向基金、其基金經理或其他代表，或任何其他相關監管機構或人員作出），包括但不限於基金銷售文件所要求作出的聲明、保證及承諾；
- (d) 盡您所知及所信，申請表格內所提供並與申請表格有關的所有資料均為真實、完整和準確；
- (e) 您對申請表格及本條款內作出的聲明承擔全部責任。中國天元證券及代名人基於您的聲明而代表您進行任何交易或投資所引致的任何損失，中國天元證券及代名人概不負責；
- (f) 您並無受到任何適用法律禁止或限制認購／購買、持有、贖回／賣出、轉換、轉讓任何基金單位或訂立任何有關基金單位的交易；及
- (g) 您遵守所有適用法律，包括取得訂立任何基金單位交易所需的任何同意書。您聲明您已遵守並將繼續遵守所有適用法律，而本聲明及保證將視作在您每次認購／購買、贖回／賣出、轉換、轉讓任何基金單位或訂立任何有關基金單位的交易時重複作出。

9. 法律責任

- (a) 您同意就中國天元證券因您的投資而招致的所有法律責任，對中國天元證券作出彌償，但直接因中國天元證券的疏忽、明知的失責行為或違反本條款而引致的法律責任除外。中國天元證券對任何間接或相應損失或因投資的價值下跌而導致的損失概不負責。
- (b) 中國天元證券在收到已過戶款項之前，不會承擔任何投資責任，也不會對因支付或轉賬款項予中國天元證券而導致的任何損失或延誤負責。若中國天元證券未能在接納您的指示（不論付款方式）後七個工作天內收到已過戶的款項，中國天元證券有權取消任何認購／購買投資的交易，而您同意按照上述第(a)段就中國天元證券招致的任何法律責任，以至發行／銷售與變現／買入價格之間的任何差異，以及相關的費用和開支，對中國天元證券作出彌償。
- (c) 中國天元證券與基金服務供應商嚴格禁止頻繁交易及市場選時交易，以保障基金整體權益。於短期內或過度買賣基金，可能會擾亂投資組合管理的策略及增加開支，而對表現造成負面影響。除其他可作考慮的原因之外，中國天元證券可能會檢視該帳戶持有期少於90天的過往交易紀錄，以作評估，並中國天元證券一般會視投資持有期短於30天為頻繁交易。您明白並同意如您因從事或涉嫌從事過度交易或市場選時，違反適用法律或有關基金服務供應商於基金銷售文件中所列載的政策，將可能會涉及額外的費用，及中國天元證券保留權利拒絕接受該帳戶的申請或認購／購買指示或轉換／轉讓基金單位及／或終止該帳戶，特別是一些被視為擾亂性的交易，尤其是被認為他們已建立於短期內或過度買賣的模式，或其買賣已經或可能擾亂基金的市場投機人士或投資者。有關各基金對於頻繁交易和市場選時政策的資料，請參閱各基金銷售文件。
- (d) 若中國天元證券向您招攬銷售或建議任何金融產品，該金融產品必須是中國天元證券經考慮您的財政狀況、投資經驗及投資目標後認為合理地適合您的產品。申請表格的其他條文、本條款或中國天元證券可能要求您簽署的任何其他文件及中國天元證券可能要求您作出的任何聲明概不會減損此條款的效力。就此條款而言，「金融產品」指《證券及期貨條例》所界定的任何證券或期貨合約。
- (e) 就本條款而言，有關中國天元證券的提述包括任何代名人、中國天元證券及中國天元錳業金融集團公司。

10. 離岸服務

您確認並同意並非所有基金均可在香港以外地方供投資。任何證券發售可能並未和不會根據有關證券法律和規例，向有關監管機構註冊，因此可能不得在香港以外地方出售或公開發售。參與有關推廣的中國天元證券可能並未在香港以外地方領有牌照、獲得授權或進行登記註冊。任何基金單位的發行須根據基金銷售文件在香港收到有效的認購申請後才生效。

11. 收費

基金交易的費用及開支詳載於有關基金之銷售文件及／或中國天元證券之服務收費表。此外，就中國天元證券及代名人代您支付有關您的投資之費用、收費及開支（包括但不限於銀行費用及收費），您將付還中國天元證券及代名人該等費用。

12. 佣金、服務佣金和其他款項及利益衝突

- (a) 除您須支付的上述費用外，中國天元證券可不時（在任何適用法律不禁止的範圍內）收取和保留金錢及非金錢利益，包括佣金、認購或轉換費用，以及有關您對基金作出投資和中國天元證券根據本條款提供服務而徵收的其他款項。您同意中國天元證券收取和保留該等佣金、服務佣金及／或其他款項。中國天元證券收取或保留該等佣金、服務佣金及／或其他款項，不得闡釋為中國天元證券違反可能對您負有的誠信責任或衡平法上的責任。
- (b) 在執行指示時，中國天元證券可能會以主事人身份與您進行交易，並可能會進行中國天元證券直接或間接擁有重大利益或與您存有潛在利益衝突的其他交易。
- (c) 中國天元證券已獲授權進行任何交易，而中國天元證券可能於任何交易存在利益，並毋須就有關交易帶來的任何利潤或利益向您負責。
- (d) 中國天元證券可能與任何基金的基金經理、分銷商或發行機構具有銀行或其他財務關係。
- (e) 除非另有註明，否則在根據本條款為您提供服務時，中國天元證券將以您的代理而非主事人身份代表您進行任何交易。

13. 通訊

通訊將會寄往中國天元證券檔案上記錄的帳戶持有人或聯名帳戶的第一持有人之通訊地址，或您其後書面通知的其他地址。若帳戶持有人或聯名帳戶的第一持有人去世，任何有關通訊將會寄往中國天元證券檔案上記錄的第二持有人之通訊地址，如此類推。所有通訊不論以郵遞、傳真、派遞或其他方式送出，不論您是否確實收到，即當作為已給予您本人。您保證現時中國天元證券檔案上記錄的地址為您本人收取通訊的地址。記入您帳戶的交易將根據適用法律的規定，向您以書面確認。此外，中國天元證券將為您定期提供結單，詳述您帳戶的活動。倘中國天元證券發出該成交單據或結單後四(4)日內，並未收到您的書面反對，則該合約即為已經確認，並對您具約束力。該通知必須由您以傳真或信件的方式送交服務帳戶的當地中國天元證券辦事處的客戶服務經理。如未能按上述方式通知中國天元證券，您將不能在其後的日子指出有關交易為未經授權。

14. 基金／債券交易平台風險披露

- (a) 基金價格有時可能會非常波動。基金價格可升可跌，甚至變成毫無價值。買賣基金未必一定能夠賺取利潤，反而可能會招致損失。
- (b) 由於交易可能於海外進行交收，中國天元證券或其聯營公司接收或持有之客戶資產，受制於有關海外司法管轄區之適用法律及規例，而或會與香港證券及期貨條例及據此頒佈之規則有所不同。故此，該等客戶資產未必可以享有於香港接收或持有之客戶資產獲賦予之相同保障。
- (c) 假如您向中國天元證券提供授權書，允許代存郵件或將郵件轉交予第三方，那麼您便須盡速親身收取所有關於您帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

15. 轉讓與轉授

- (a) 您同意中國天元證券把本條款的全部或任何利益和義務轉讓予任何合適的中國天元錳業金融集團公司。您將獲通知有關轉讓。
- (b) 中國天元證券可委任任何人士（不論是否中國天元證券）擔任顧問或根據本條款及第14條執行任何職能或職責，並可向該等人士提供有關您及您的投資之資料。



16. 修訂

- (a) 中國天元證券可以郵寄、電郵或透過中國天元證券的網頁等方式向您發出書面通知，以修訂本協議的條款。若本條款所載資料出現重大轉變，中國天元證券可隨時向您再刊發本條款的全部或部份條文。經修訂的條款將由中國天元證券再刊發之日起生效或以通知書上列明的生效日期，以後者為準。此外，您可隨時免費向中國天元證券索取最新的條款及條件。
- (b) 如中文譯本與英文本在文義上出現分歧，概以英文本為準。

17. 法律

本條款將受香港法律管限，並按香港法律闡釋。您與中國天元證券均受香港法院的獨有管轄權所管轄，以解決因本條款而引起的任何爭議。

18. 第三者權利

除非本條款另有明文相反規定，否則除了您、中國天元證券或代名人以外，並無其他人士有權根據《合約（第三者權利）條例》執行本條款的任何條文或享有本條款的任何條文下的利益，惟上述除外人士或其允許的繼承人或受讓人則不在此限。儘管有本條款的任何條文規定，本條款可隨時撤銷或更改而毋須獲得任何非本條款立約方的人士同意。

19. 貨幣兌換風險

客戶如需要進行貨幣兌換，中國天元證券會按照本公司或其託管人所定的匯率將金額由一種貨幣兌換為另一種貨幣。貨幣兌換涉及匯率風險，將貨幣兌換時，可能會因當時貨幣匯率之波動而出現利潤或虧損。

Fund / Bond Trading Agreement

I/We agree and acknowledge that the value of the investment(s) may go down and up and by instructing China Tian Yuan Securities Limited to apply for any investment on my/our behalf, this risk which I am/we are prepared to accept. China Tian Yuan Securities Limited shall have no liability whatsoever to me/us for any losses I/we may suffer as a result of the performance of any investment(s). If there is any foreign exchange conversion involved for the above transaction(s), I/we agree to the foreign exchange rates contracted by China Tian Yuan Securities Limited and/or its custodian.

Account Opening Form, Fund / Bond Trading Application Form & Client Agreement (the "Application Forms") forms a legal agreement between you and China Tian Yuan Securities Limited. In addition, these Terms and Conditions ("these Terms") set out how you can subscribe/purchase, redeem/sell, switch and transfer or otherwise deal with investments in a Fund through China Tian Yuan Securities Limited. Save as where inconsistent with these Terms, the terms and conditions of the Application Form continue to apply. The definitions below apply throughout these Terms.

1. Definitions

The following words and expressions, when used in these Terms, have the meanings set out opposite them:

Applicable Laws	applicable laws, rules, regulations, by-laws, constitution, orders, directives, notices, circulars, codes, customs, contractual terms prescribed by any clearance systems and/or exchanges and usages (whether of government bodies, authorities, exchanges, markets, regulators, self-regulatory bodies or clearing systems, whether or not having the force of law, and whether in or outside Hong Kong) as may be promulgated from time to time.
CTYS	China Tian Yuan Securities Limited (CE No.: BHM066) which is licensed for, Type 1 (Dealing in Securities), Type 4 (Advising on Securities), and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance.
Fund	any fund subscribed/purchased, redeemed/sold, switched and transferred or otherwise dealt with via CTYS by you
Fund Offering Documents	constitutional documents, explanatory memorandum, prospectus or offering document (or equivalent) of any Fund.
Nominee Services	the nominee services provided by CTYS in respect of Funds hereunder.
You	an individual or corporation who does business with CTYS under these Terms. The term "You" includes your personal or authorized representatives.

2. Application and Payment

- An initial application to purchase/subscribe investments in a Fund must be made on a hard copy Application Form accompanied by any required documentation. You and CTYS undertake to each other to promptly notify the other in the event of any material change to the information provided in the Application Form.
- Further subscription/purchase, redemption/sale or switching of Fund units in any of the Funds may be given by facsimile or Internet or by post. In respect of transfers of Fund units in any of the Funds, instructions shall be given in prescribed form or in such manner as CTYS may prescribe from time to time. CTYS is authorized to act on any instructions given or purportedly given on your behalf, by you or by the person(s) for the time being authorised to operate your account as notified to CTYS. CTYS does not have any obligation to authenticate any such instructions or verify the identity of any person giving such instructions. CTYS shall be entitled

to rely and act on any such instructions which CTYS in good faith believes to be genuine, and shall not be responsible for any loss which you may incur as a result. However, if CTYS decides to authenticate any instructions, CTYS has absolute discretion to refuse to act upon any such instructions if it has any reason to doubt the authenticity of such instructions or the authority of the person giving the instructions and CTYS will not be responsible to you for any losses, damages, costs or expenses that you may suffer or incur arising from or in connection with any delay or failure in transmitting or effecting any orders to subscribe/purchase, switch, transfer, redeem/sell or otherwise deal with any Fund units in any of the Funds. Your right to give phone or fax or internet instructions shall at all times be subject to the discretion of CTYS. CTYS may at any time revoke such right without prior notice. However, if CTYS accepts such phone or fax or internet instructions, CTYS shall be entitled to rely and act on any such instructions which CTYS in good faith believes to be genuine and shall not be responsible for any loss which the investor may incur as a result.

- (c) These Terms will come into force when your Application Form is accepted by CTYS, which will normally be on the day of receipt by CTYS, and CTYS shall have the absolute right to decide whether or not to accept any Application Form. These Terms shall apply to your account with CTYS and each and every transaction under that account.
- (d) Subject to the opening/existence of an account, your instructions will generally be executed on the day of receipt by CTYS of your instruction in respect of a Fund if your valid and complete instruction (together with all required information and documents) is received by CTYS before the dealing cut off times for the relevant Fund as required by CTYS. If your instruction is received after this dealing cut off time, execution will be done usually on the next dealing date of the Fund in accordance with the Fund Offering Documents. CTYS reserves the right not to accept any instruction (which may include any switch transaction). You must specify your Fund choice in order for your instruction to be processed.
- (e) You agree that, while utilizing the services of CTYS hereunder, your subscription or redemption payments shall generally be made by telegraphic transfer ("TT") or any other payment method(s) which may be accepted or determined by CTYS from time to time. No cash payments will be accepted. You further agree that you are responsible for the issuance and completion of instructions in relation to said TT and you will hold CTYS harmless from all liabilities if you fail to fulfil this responsibility. For subscription/purchase, a copy of the TT remittance or other payment advice is required before the orders will be processed and CTYS reserves the right to reject or delay the processing of any order if cleared funds are not received by such time as prescribed by CTYS from time to time. You further agree that should you incur a loss in connection with a TT as a result of negligence on CTYS's part, CTYS's liability will be limited to the actual amount of the misdirected or misapplied funds and no other damages of any other nature including consequential damages will be recoverable.
- (f) Investors who have subscribed/purchased Funds through CTYS must give written instructions by facsimile, by post, by internet or by any other means as prescribed by CTYS from time to time to change their address and bank account details.
- (g) You agree that, while utilizing the services of CTYS, your payments to CTYS for purposes including but not limited to settlement and foreign exchange. Where foreign exchange transactions are required to handle your instructions, you authorize CTYS to convert monies received or held for you at your costs and expenses and in particular you acknowledge and agree that the applicable exchange rate will be determined at the discretion of CTYS and that such transactions may be aggregated and will be carried out by or via CTYS on an arm's length basis from which a benefit may be derived by CTYS.
- (h) CTYS is authorized to take such steps as it may consider expedient to enable it to provide services to you including the right to withhold and/or make payment of any taxes or duties payable on or in respect of the Fund units without any liability thereof and to disclose information about you (including your authorized persons and beneficiaries) or any Fund units or any transactions in connection thereto in accordance with Applicable Laws or to any third party service providers or agents of CTYS and the Fund (or its representatives) upon request.
- (i) You agree to provide CTYS with such information, materials and documents in such manner and take such steps and by such time as prescribed by CTYS from time to time so to enable CTYS to effect an instruction, perform the services herein and/or to comply

with any documents in respect of any Fund units, Applicable Laws and market practice.

3. Minimum Subscription

The minimum initial investment and additional lump sum investments in any Funds are specified in the Fund Offering Documents. The minimum initial investment and additional lump sum contributions in any Funds are as prescribed by CTYS from time to time.

4. Title and Registration of Investments

- (a) If you subscribe/acquire investments in a Fund, your investments will be registered either in the name of a nominee of CTYS or jointly in the name of such a nominee and in your name, or your name only. CTYS will not be the beneficiary of any of your investments in a Fund.
- (b) No Share certificates will be issued to you. You will be sent a contract note of your subscription/acquisition (or disposal) of investments.
- (c) CTYS may not lend investments or title documents to any third party, and may not borrow against the security of investments or such documents.
- (d) All the investments in a joint holders account are deemed to be held by the joint holders as joint tenants. Each joint holder authorises CTYS, on the death of a joint holder, to hold the investments in the joint holders account to the order of the survivor(s) and agrees (for himself/herself and his/her heirs, representatives and successors) to indemnify CTYS against any and all liabilities CTYS may incur by doing so.

4A. Nominee Services (The terms in this Clause 4A applies where you invest in Funds through CTYS.)

- (a) You hereby agree and authorise CTYS to register and hold the Fund units that you have purchased or subscribed through CTYS in CTYS's name or in the name of a nominee of CTYS, other banks or financial institutions, or nominee companies (each a "Nominee") which CTYS shall have the sole and absolute discretion to nominate from time to time whether or not any such Nominee is related to CTYS. You further agree and authorise the Nominee to deal with those Fund units and exercise the rights and interest thereto subject to such Nominee's customary terms and conditions and/or such other terms and conditions as CTYS may prescribe from time to time.
- (b) You authorise CTYS to give instructions on your behalf to the trustee, registrar, transfer, agent, custodian, administrative service agent of the Funds and any other service providers to effect the transfer of your Fund units from, to and/or between any Nominees, when providing the Nominee Services.
- (c) You agree that CTYS shall have the right to instruct the Nominee to change the registration of any Fund units then held in the name of the Nominee for your account and register such Fund units directly in your name. In respect of any instructions given by you in connection with any Fund units received or held by the Nominee for your account, you agree and authorise CTYS to give such instructions on your behalf to the Nominee, and the Nominee may act on any such instructions so given by CTYS on your behalf.
- (d) You agree and authorise the Nominee to transfer, redeem/sell, switch, or otherwise deal with any Fund units registered in the Nominee's name upon your instructions, or otherwise in accordance with these Terms or Applicable Laws, and take the actions as the Nominee considers appropriate to effect the transfer, redemption/sale, switching or dealing. You agree to be bound by the terms and conditions of any agreements between the Nominee (in its capacity as your nominee or registered holder of the Fund units on your behalf) and the Funds (or their representatives) in respect of the Fund units received or held by the Nominee for you, and such other terms and conditions in relation to the Fund units as set out in the Fund Offering Documents or other relevant documents. You make the representations, warranties and undertakings relating to the investors and holders of the Funds in the Fund Offering Documents.

- (e) You agree that any subscription/purchase, transfer, redemptions/sale, switching or dealing of Fund units (“dealing”) in Funds shall be subject to the same terms and requirements (including any restrictions on dealing of Fund units) as are applicable to direct holders of the Funds as set out in the Fund Offering Documents or prescribed by the service providers of the Funds from time to time. In addition, you agree that any such dealing of Fund units may be subject to other terms and requirements and charges as CTYS may in its sole and absolute discretion determine from time to time.
- (f) If you intend to make any dealing, you shall provide CTYS valid instructions and other information and documents in such manner and by such time as required or prescribed by CTYS from time to time.
- (g) The Nominee shall be entitled to take actions in the course of performing its nominee functions, which includes but not limited to the following:
- (i) making such arrangements as the Nominee may think fit for the purpose of keeping the Fund units of Funds in safe custody. In particular, you agree that to the extent permissible under Applicable Laws, the Nominee may pool the Fund units held for you with other Fund units held by the Nominee for other persons, such that they may not be separately identifiable, by means of separate certificates or other physical documents or equivalent, as belonging to or attributing to the you or your account(s). The Nominee shall have the discretion to determine what records and documents it shall maintain to show your beneficial entitlement in such commingled pool;
 - (ii) (to the extent the Nominee has actual notice of the relevant event) presenting for payment the Fund units which are called, redeemed or otherwise become payable and all income held pursuant to the terms herein for your account which call for payment upon presentation, and holding for your account such monies received as and when actually received by the Nominee;
 - (iii) receiving and collecting interests, dividends or other payments or distributions of income in respect of the Fund units and hold them for your account subject to these Terms;
 - (iv) where monies are payable in respect of Fund units in more than one currency, collecting the monies in such currency as may be permissible by Applicable Laws as the Nominee may in its sole and absolute discretion determine;
 - (v) making payment or delivery by debiting any balance credited to you as required to effect any instructions from you, or for settlement of amounts owing to CTYS or any other Nominee;
 - (vi) withholding or deducting any amount which is required to be withheld or deducted to comply with Applicable Laws from any payment payable by or to you, or to or from any of your account(s). You acknowledge that CTYS and the Nominees shall not be required to make any disbursement to you for any such amount withheld or deducted nor be liable thereof; and
 - (vii) taking actions as required to comply with the Applicable Laws.
- (h) Notwithstanding any other provisions herein, if the Nominee considers that it is necessary to take actions in order to protect your interests without instructions, the Nominee may but is not obliged to take such actions and may deal with any money, Fund units or other assets held for you and exercise other rights in respect thereof.
- (i) Notwithstanding any of the aforesaid, to the extent permissible under Applicable Laws, the Nominee shall have no obligation whatsoever to collect or receive or take any other action in any markets in relation to any payment, distribution or other matters in respect of Fund units held for you. You acknowledge it may be difficult, impracticable or impermissible for the Nominee to exercise any rights or entitlements or to participate in any actions, transactions or other matters in respect of Fund units under Applicable Laws or in other circumstances as the Nominee determines. To the extent permissible under Applicable Laws, the Nominee is entitled in its sole and absolute discretion to refuse to accept your instruction in relation to the above matters. Even if the Nominee makes any such collection or receipt, takes any such action or gives you any such notification or takes any action pursuant to any such notification hereunder, neither the Nominee, CTYS shall have any liability in respect of any inaccuracies or delays nor any obligation to continue or repeat any such action.

- (j) You agree and acknowledge that the Fund units are placed with the Nominee at the your own risk, and neither the Nominee, CTYS shall be held liable if the Fund units are subject to acquisition, requisition, expropriation, or confiscation or if there is any restriction on the repatriation, transferability or distribution of a Funds (or any fund realised upon the liquidation) or if there is any damage, loss or diminution to the Fund units.
- (k) CTYS may terminate the Nominee Services forthwith if you breach or fail to comply with any provision of these Terms or the provision of the Nominee Services would be contrary to any Applicable Laws or your account in respect of Funds is terminated for other reasons. Upon termination of your account with CTYS or termination of services of CTYS with respect to Funds hereunder, you will be deemed to have given CTYS instructions to, at its discretion:
- (i) cause any Fund units then held by the Nominee for your account to be redeemed or otherwise dealt with on the effective date of termination of the Nominee Services, or if that day is not a dealing day or is after the latest time for dealing as specified in the Fund Offering Document, on the next dealing day ("Effective Date") and for the redemption or dealing proceeds thereof (after settling any outstanding liabilities, costs and expenses owed to CTYS) to be remitted to you and/or settle any liability incurred by you, CTYS or any Nominee;
 - (ii) cause any Fund units then held by the Nominee for your account to be transferred by the Nominee on the Effective Date directly into your name (if applicable); and
 - (iii) cancel any unexecuted transactions.
- (l) Notwithstanding anything to the contrary, you shall be responsible for any taxes incurred by the Nominee in respect of any Fund units held for your account other than any such taxes which may be incurred solely by reason of the Nominee holding those Fund units in its name and which would not have been incurred had you held the relevant Fund units directly in your name.
- (m) You agree that CTYS may at its sole discretion retain all interest accrued on such monies held by CTYS or the Nominee for you or pay to you (either by way of accrual in your account or otherwise determined by CTYS) interest on such amounts at such rate as CTYS may in its sole and absolute discretion determine.
- (n) You authorise CTYS to dispose or initiate a disposal by any Nominee, of any of Fund units held for you in settlement of any liability owed by or on behalf of you to CTYS or any Nominee or any third person.

5. Income

- (a) Subject to the terms and rules under which investments are issued, the dividend payout method for all subsequent investment of dividend-distributing funds will always follow the initial payout method indicated in the 《Fund Transaction Form》. Please note the dividend payout in cash will be directly credited into your securities cash account by default.
- (b) You acknowledge that, such reinvestment transactions will be subject to the handling arrangement as agreed between CTYS and the Funds. CTYS will effect the transaction as soon as practicable, however, the execution of such transaction may not coincide with the timeframe stipulated in the Fund Offering Documents of the Funds

6. Reports and Voting

- (a) Subject to the requirements of Applicable Laws, CTYS and the Nominees shall have no duty or obligation to exercise the voting rights or other elective rights of the investments subscribed/acquired or received/held for you, except upon your prior written instructions in such form and by such time as prescribed by CTYS from time to time, and then only upon such terms, conditions, indemnities, fees and charges as agreed upon between CTYS and you.
- (b) In the absence of such instructions and agreements, CTYS and the Nominees shall be entitled to, but not obligated to, exercise the voting rights or other elective rights of the investments. Under such circumstance, you agree that CTYS and the Nominees may be exempted from any duty and obligation in respect of notification and delivery of any proxy or other document issued to you, unless

otherwise provided in Applicable Laws.

7. Switching/Transferring Investments and Redemption/Sale

You may instruct CTYS to sell or transfer investments or to sell investments and reinvest the proceeds in other investments. The transaction will be subject to the terms and conditions of the particular investment and CTYS will effect the transaction as soon as practicable after receiving your instructions.

8. Representations and Warranties

You hereby represent and warrant that:

- (a) unless otherwise notified to CTYS, you are the beneficiary of all the Fund units to be subscribed/purchased through CTYS;
- (b) you have received, read carefully and understood the Fund Offering Documents and you are subscribing for or purchasing the Fund units on this basis;
- (c) you give all the representations, warranties and undertakings which an applicant, investor or holder of a Fund is required to give (whether to the Fund, their fund managers or other representatives, or any other relevant regulators or persons), including but not limited to those required in the Fund Offering Documents;
- (d) all information provided in the Application Form and in connection with the Application Form is true, complete and accurate to your best knowledge and belief;
- (e) you shall be fully responsible for the representations made in the Application Form and these Terms and that CTYS and the Nominees shall not be held responsible for any losses incurred as a result of CTYS and the Nominees entering into any transaction or investment on your behalf based on your representations;
- (f) you are not prohibited or restricted by any Applicable Laws from subscribing/purchasing, holding, redeeming/selling, switching, transferring or entering into any transaction in respect of any Fund units; and
- (g) you are in compliance with all Applicable Laws including the requirement for any consents needed to enter into the transactions in respect of any Fund units. You represent that you have complied with, and will continue to comply with, all Applicable Laws and that this representation and warranty is deemed repeated every time you subscribe/purchase, redeem/sell, switch, transfer or enter into any transaction in respect of the Fund units.

9. Liability

- (a) You agree to indemnify CTYS against all liabilities incurred by CTYS in connection you're your investments, other than liabilities caused as a direct result of CTYS's negligence, knowing default, or breach of the these Terms. CTYS is not liable for any indirect or consequential losses nor for any loss caused through a fall in value of investments.
- (b) CTYS accepts no responsibility for investments until cleared funds are received, nor for any loss or delay caused in the payment or transfer of funds to CTYS. CTYS shall be entitled to cancel any transaction for the subscription/purchase of investments if cleared funds are not received by CTYS within seven (7) working days of accepting your instructions (regardless of the method of payment), and you agree to indemnify CTYS against any resulting liabilities incurred by CTYS in accordance with paragraph (a) above, as well as any difference between issue/offer and realisation/bid prices, and related costs and expenses.
- (c) Frequent trading and market timing activities are strictly prohibited by CTYS and Funds providers in the interest of the Funds. Short term or excessive trading into and out of the Funds may harm performance by disrupting portfolio management strategies and by increasing expenses. Among other factors that may be taken into consideration, CTYS will monitor and review deals in order to make an assessment where investments are held for less than 90 days and generally takes the view that investments that are held for less than 30 days are active trades. You understand and agree that if you engage or are suspected to be engaging in

excessive trading or market timing in contravention of such Applicable Laws or policies of the relevant fund provider as described in the Fund Offering Documents, an additional fee may be imposed and CTYS reserves its rights to reject the applications, subscription/purchase orders or switching/transfer of Fund units and/or terminate such account, especially where transactions are deemed disruptive, particularly from market timers or investors who, in their opinion, have a pattern of short term or excessive trading or whose trading has been or may be disruptive to the Funds. For more information on each Fund's frequent trading and market timing policies, please refer to the respective Fund Offering Documents.

- (d) If CTYS solicits the sale of or recommends any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of the Application Form, these Terms or any other document CTYS may ask you to sign and no statement CTYS may ask you to make derogates from this Sub-Clause. For the purpose of this Sub-Clause, "financial product" means any securities or futures contracts as defined under the Securities and Futures Ordinance.
- (e) For the purposes of this Clause, references to CTYS include any Nominee, CTYS and the China Tian Yuan Manganese Finance group companies.

10. Offshore Services

You acknowledge and agree that not all investments in Funds can be made available outside Hong Kong. Any particular offer of securities may not have been and may not be registered with the relevant regulator pursuant to relevant securities laws and regulations and may therefore not be capable of being sold or publicly offered outside Hong Kong. CTYS involved in any such promotion may not maintain any licenses, authorizations or registrations outside Hong Kong. Any issue of Fund units will not take effect until a valid subscription is received in accordance with the Fund Offering Documents in Hong Kong.

11. Charges

Fees and expenses for transaction in the Funds are detailed in the Fund Offering Documents for the Funds and/or Service Charge table of CTYS. In addition, you will reimburse CTYS and the Nominees for any fees, charges and expenses they incur on your behalf in connection with your investments (including, without limitation, bank fees and charges).

12. Commissions, Trailer Fees and Other Monies and Conflicts of Interest

- (a) In addition to the fees payable by you above, CTYS may from time to time (to the extent not prohibited by any Applicable Laws) receive and retain monetary and non-monetary benefits including commissions, subscription fees, switching fees and/or other monies in connection with your investment in Funds which are attributable to the services provided by CTYS pursuant to these Terms. You consent to CTYS receiving and retaining such commissions, trailer fees and/or other monies. Neither the receipt nor the retention by CTYS of such commissions, trailer fees and/or other monies shall be construed as giving rise to any breach of fiduciary duty or equitable duty that CTYS may owe to you.
- (b) In executing instructions, CTYS may effect transactions as principal with you and may effect other transactions in which any CTYS has directly or indirectly, a material interest or a potential conflict with its position to you.
- (c) CTYS is authorized to enter into any transaction with CTYS may be interested in any transaction and shall not be accountable to you for any profit or benefit arising therefrom.
- (d) CTYS may have banking or other financial relationships with the fund manager, distributor or issuer of any Fund.
- (e) In providing services under these Terms to you, CTYS shall act as your agent and not as principal in relation to any transaction effect by CTYS on your behalf unless otherwise indicated.

13. Communications

Communications will be sent to the correspondence address of the account holder of an individual account or the first holder of a joint holders account, or at such other address as you may hereafter give in writing. In case of death of the account holder of an individual account or the first holder of a joint holders account, any relevant communications may be sent to the correspondence address of the second holder and so on. All communication so sent, whether by mail, telephone, internet, fax, messenger or otherwise, shall be deemed given to you personally whether actually received or not. You warrant that the address currently on file with CTYS is the address where you personally receive communications. Transactions entered into for your account shall be confirmed in writing to you where required by Applicable Laws. In addition, CTYS shall provide you with periodic statements reflecting the activity in such account. The contract note or statement will be conclusive and binding if not objected to in writing within four (4) days after dispatch by CTYS. Such notice must be sent by you to CTYS by fax or letter or email directed to the attention of the Client Services Manager at the office servicing the account. Failure to notify CTYS shall also preclude you from asserting at any later date that such transaction was unauthorized.

14. Risk Disclosure Statement for Fund / Bond Trading Platform

- (a) The prices of Funds fluctuate, sometimes dramatically. The price of a Fund 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 funds.
- (b) Since transactions may be settled overseas, client assets received or held by CTYS or its affiliates may be subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Hong Kong Securities and Futures Ordinance and the rules made hereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
- (c) If you provide CTYS with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

15. Assignment and Delegation

- (a) You consent to CTYS assigning to any appropriate or any of its benefits and obligations under these Terms. You will be notified of any such assignment.
- (b) CTYS may appoint any person to advise on or perform any of its functions or responsibilities under these Terms and subject to Clause 14, may provide information about you and your investments to any such person.

16. Amendments

- (a) CTYS may amend the terms of this Agreement by giving you a notice in writing (by post, by email or through CTYS's website, etc). CTYS may re-issue such terms, in whole or in part, to you at any time in the event of a material change in the information provided herein. The amended terms will become effective from the date of re-issue by CTYS or effective date as specified on the notification, whichever is later. In addition, if at any time you request the latest available terms and conditions, CTYS will supply a copy free of charge.
- (b) The English version of these Terms shall prevail if there is any inconsistency between the English version and the Chinese version.

17. Law

These Terms will be governed by and construed in accordance with Hong Kong law. You and CTYS submit to the exclusive jurisdiction of the Hong Kong courts to settle any disputes arising under these Terms.

18. Rights of Third Parties

Unless expressly provided to the contrary in these Terms, no person other than you, CTYS, or Nominee will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms other than themselves or their permitted successors or assignees. Notwithstanding any provisions of these Terms, the consent of any person who is not a party to these Terms is not required to rescind or vary these Terms at any time.

19. Foreign currency risk

If Client request for a currency conversion, CTYS will follow the foreign exchange rates contracted by the company and/or its custodian in converting an amount from one currency into another. Foreign Exchange involves exchange rate risk. Fluctuations in the exchange rate of a foreign currency may result in gains or losses in the event that the customer converts foreign currency.