

有關虛擬資產交易之附加協議

ADDITIONAL AGREEMENT IN RESPECT OF TRANSACTION RELATING TO VIRTUAL ASSETS

日期 Date: _____ 年 Year/ _____ 月 Month/ _____ 日 Day

本虛擬資產交易帳戶附加協議（以下簡稱“本協議”）是於上述日期由下列雙方所訂：
THIS ADDITIONAL AGREEMENT IN RESPECT OF TRANSACTION RELATING TO VIRTUAL ASSETS
("Agreement") is made on the above date between:

客戶姓名: _____ 客戶帳號: _____

住宅地址: _____

（以下簡稱“本人/吾等”）；及

Client Name: _____ Client Number: _____

Residential Address: _____

(hereinafter called "I/We" or "My/Our" or "Me/Us"); and

德林證券(香港)有限公司，為證監會註冊機構，證監會註冊編號：AZN279，其香港辦事處為香港中環威靈頓街 92 號德林大廈 21 樓，經營類別 1（證券交易）、類別 4（就證券提供意見）及類別 6（就機構融資提供意見）受規管活動業務（以下簡稱“德林證券”）。DL SECURITIES (HK) LIMITED, a licensed corporation of the Securities and Futures Commission with central entity number: AZN279, incorporated in Hong Kong, operating Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities, and having its registered office at 21/F, DL Tower, 92 Wellington Street, Central, Hong Kong (hereinafter called "DL Securities").

就德林證券根據本人/吾等之指令（“指令”）所作虛擬資產交易（“交易”），本人/吾等謹此同意如下：
In consideration of DL Securities entering into transactions relating to virtual assets ("Transactions") in accordance with My/Our instruction ("Instruction"), I/We hereby agree that:-

(1) 以本人/吾等姓名在德林證券開立虛擬資產交易帳戶並在綜合帳戶安排下進行虛擬資產交易；

(1) I/We open a virtual asset ("VA") trading account with DL Securities in My/Our name for the purpose of VA dealing under an omnibus account arrangement;

(2) 所有由德林證券及其代理經紀於其任何戶口所進行的該等交易將根據本協議之條款不時修訂，且如情況許可下將預先通知本人/吾等；

(2) All Transactions carried out by DL Securities and its agents/brokers in any of its accounts will be amended from time to time in accordance with the terms of this Agreement and I/We will be notified in advance if the circumstances permit;

(3) 本人/吾等將受有關交易的規格、章程內之條款與條件及/或其他要約文件（“文件”）之約束，本人/吾等不會傳遞此等文件予任何人；

(3) I/We shall be bound by the terms and conditions of all specifications, offering circulars, information memorandums and/or other documents ("Documents") covering such Transactions and I/We shall not pass the Documents to any other person;

(4) 本人/吾等確保其取得適用於任何交易之任何政府或其他監管機構或當局之一切所需授權、批准及同意，並且遵從有關條款及該等機構及當局之一切適用規則；

(4) I/We ensure that I/We have obtained all required authorizations, approvals and consents from any government or other regulatory body or authority applicable to any Transactions and complied with the relevant terms and all applicable regulations of such body and authority;

(5) 本人/吾等在進行任何相關虛擬資產交易活動時，假如德林證券向本人/吾等招攬銷售或建議任何虛擬資產產品，該產品必須是德林證券經考慮本人/吾等的財政狀況、投資經驗及投資目標後而為合理地適合本人/吾等的。本協議的其他條文或任何其他德林證券可能要求本人/吾等簽署的文件及德林證券可能要求本人/吾等作出的聲明概不會減損本條款的效力；

(5) When I/We conduct any relevant VA trading activities, if DL Securities solicits the sale or recommends any VA product to Me/Us, the product must be a product of DL Securities after considering My/Our financial situation, investment experience and investment objectives and consider that it is reasonably suitable for Me/Us. None of the other provisions of this Agreement or any other document that DL Securities may require Me/Us to sign and any declaration that DL Securities may require Me/Us to make shall derogate from the validity of these terms;

(6) 本人/吾等須向德林證券繳付不時釐定及知會本人/吾等之交易所就合約訂明之佣金及交易費用，以及德林證券附加收費，包括但不限於任何報酬、利息、銀行費用、代理人及托管費用，以及德林證券將收取依照本協議與任何交易有關之所有由德林證券向本人/吾等收取之佣金及費用單據；

(6) I/We shall pay to DL Securities the commissions and transaction fees stipulated in the contract by the exchange that determines and informs Me/Us from time to time, as well as additional charges of DL Securities, including but not limited to any remuneration, interest, bank charges, agency and custody fees, and DL Securities will receive all commissions and fees charged by DL Securities to Me/Us in connection with any Transactions in accordance with this Agreement;

(7) 本人/吾等以主事人身份購入虛擬資產，不是任何人士之代理人；

(7) I/We shall purchase the VA as principal and not a nominee for any person;

(8) 本人/吾等同意，在關乎德林證券與本人訂立有關合約的成交單據中載入有關購買或售賣同一描述的虛擬資產的每個單位平均價格；

(8) I/We agree to include in the contract note in respect of the relevant contract entered into between DL Securities and Me/Us, the average price per unit for the purchase or sale of the same description of virtual assets;

(9) 本人/吾等已進行細心分析及調查，並作出獨立決定進行有關交易；

(9) I/We have performed My/Our own due diligence and investigation and I/We have made My/Our own independent decision to enter into the relevant Transactions;

(10) 德林證券並不負責檢查、核證或確定有關指令及/或交易之合法性、恰當性及適合性；

(10) DL Securities shall not be responsible for checking, verifying or confirming the legality, suitability and appropriateness of any Instruction and/or Transactions;

(11) 德林證券可全權決定拒絕代客戶達成任何交易或訂立任何合約，而無須給予任何理由；

(11) DL Securities may at its sole discretion refuse to enter into any Transactions or enter into any contract on behalf of the client without giving any reason;

(12) 本人/吾等已根據本人/吾等自行之判斷及獨立專業意見對有關交易之合法性、恰當性及適合性作出評估；

(12) I/We have based myself/ourselves upon My/Our own judgment and upon advice from such independent professional advisers as I/We deem necessary in considering the legality, suitability and appropriateness of the Transactions;

(13) 本人/吾等並無倚賴任何德林證券之言論或建議，德林證券及其僱員、代理人或代表毋須就其發表之言論或建議負責；

(13) I/We have not relied on any representation or advice by DL Securities and neither DL Securities nor its employees, agents or representatives shall have any liability in respect of the same if expressed at all;

(14) 本人/吾等需負責所有德林證券為本人/吾等作出之交易，而德林證券毋須為此等交易履行任何付款或其他責任；

(14) I/We shall be bound by all Transactions entered into by DL Securities, and DL Securities shall not in any way be liable for the payment or other obligations in respect of such Transactions;

(15) 在虛擬資產發行人/托管人/交易所無力償付債務或破產時，本人/吾等可能不能收回所支付購買虛擬資產之款項；

(15) The amount I/We paid for the VA may not be recoverable in the event an issuer/custodian/exchange is insolvent or in bankruptcy;

(16) 本人/吾等明確同意免除德林證券一切因應交易而產生之債務、索償、成本費用（包括法律費用）、訴訟或損失。為免產生疑問，德林證券毋須負責任何虛擬資產發行人/托管人/交易所之付款失責行為；

(16) I/We hereby expressly agree to exclude DL Securities from all liabilities, claims, damages, costs (including legal cost), proceedings or damages arising out of the Transaction. For the avoidance of doubt, DL Securities shall not be liable for any default in payment by the issuer/custodian/exchange of the VA;

(17) 本人/吾等同意全數彌償及使德林證券及其主管、僱員及代理人就其直接受本人/吾等之指令及其行事而引起之一切直接或間接損失、索償、成本費用（包括法律費用）、訴訟或債務不須負上任何責任；

(17) I/We agree to fully indemnify and keep harmless DL Securities and its officers, employees and agents against any loss, claim, damage, cost (including legal cost), proceedings or liability which any of them may incur or suffer directly or indirectly pursuant to or in connection with your accepting My/Our Instruction and acting thereon;

(18) 德林證券毋須因行使有關在交易上令德林證券之任何或全部權利或採取或不採取行動（包括任何法律行動或訴訟）而負上任何責任；

(18) DL Securities shall incur no liability whatsoever in exercising any or all of DL Securities' right or for taking or not taking any action (including any legal action or proceeding) in connection with any Transactions;

(19) 德林證券為本人/吾等之全權代理人，一切風險由本人/吾等負責。任何與或經其他證券經紀或對手之交易，本人/吾等同意有關協議書可以明確列出德林證券是以主事人身份與其交易或德林證券之權利和責任是不可轉移的，但這些條文並不影響德林證券與本人/吾等交易上作為本人/吾等代理人之身份。本人/吾等同意與每一經紀或對手之有關交易，均受其規則、條款與條件所約束；

(19) DL Securities acts as My/Our agent for My/Our sole risk and account. For any Transaction with or through any broker or counterpart, I/we appreciate that DL Securities' Agreement with him may expressly provide that as against him DL Securities acts as principal or that DL Securities' rights and obligations are not transferable. However, such provisions will not affect DL Securities' capacity as My/Our agent in My/Our transaction with DL Securities. I/We agree that the relevant transaction with each broker or counterpart will be subject to the rules, terms and conditions as stipulated by him;

(20) 一旦由本人/吾等/德林證券遵照該等條款之規定向對方發出書面通知，本人/吾等/德林證券可即時結束該賬戶。惟德林證券在收到此書面結束通知前已依據本人/吾等之指示而執行之事務，仍然有效及對本人/吾等或本人/吾等的遺產代理人或本人/吾等的權益承繼人有約束力；

(20) The Account may be closed by DL Securities or by Me/Us at any time and for any reason forthwith upon written notice being given in accordance with the Terms and Conditions to the other provided that all acts performed by DL Securities in accordance with My/Our instructions prior to DL Securities receiving written



notice of such termination shall be valid and binding on Me/Us and My/Our personal representatives or successors in title;

(21) 虛擬資產交易服務僅向本人/吾等提供時，本人/吾等須同時一直都是德林證券第 1 類受監管活動（證券交易）業務的客戶，這意味著如果本人/吾等的證券賬戶被關閉，本人/吾等的虛擬資產交易賬戶也將一併被關閉；

(21) VA dealing services shall only be provided to Me/Us that shall be, and remain at all times, the client in respect of DL Securities' business in Type 1 regulated activity (dealing in securities), which means My/Our VA account will also be closed if My/Our securities account is closed;

(22) 本協議將約束本人/吾等及本人/吾等之繼承人，無論此等人士是否發出有關指令；

(22) This Agreement shall be binding and ensure to the benefit of My/Our successors, whether or not such person has initiated the Instruction;

(23) 除非及直至德林證券收受本人/吾等親筆簽署之終止協議通知書，並有合理充足時間處理，否則本協議之條款仍然有效。在本協議失效前，德林證券按本協議之條款作出之任何行動，本人/吾等均須負責；及

(23) The terms of this Agreement shall remain in full force and effect unless and until you receive, and have a reasonable time to act on, a notice of termination in writing duly signed by Me/Us, save that such termination will not release Me/Us or any of us from any liability under the terms of this Agreement in respect of any act performed by you pursuant to this Agreement before the expiry of such time; and

(24) 本協議須受中華人民共和國香港特別行政區之法律規管及以之執行。

(24) This Agreement shall be construed and governed by the laws of Hong Kong Special Administrative Region of The People's Republic of China.

(25) 本人/吾已閱讀、理解並同意《德林證券交易帳戶協定》（含附表十之虛擬資產交易服務協定及相關風險披露聲明）。

(25) I/We have read, understood, and agree to the Delyn Securities Trading Account Agreement, including its Appendix 10: Virtual Asset Trading Service Agreement and the related Virtual Asset Risk Disclosure Statement.

同意及接納：

Confirmed and accepted by:

客戶簽署

Signature of Client

姓名 Name: _____

客戶帳號 Client No.: _____

以下人士僅此見證：

In the presence of:

見證人簽署

Signature of Witness

姓名 Name: _____

中央註冊編號 CE No.: _____

同意及接納：

德林證券(香港)有限公司 代表

Confirmed and accepted by:

DL SECURITIES (HK) LIMITED

授權簽署

Authorized Signature

姓名 Name: _____

