



# 大聖證券有限公司

## Monmonkey Group Securities Limited

### 有關 虛擬資產交易之附加協議(專業投資者)

## ADDITIONAL AGREEMENT IN RESPECT OF TRANSACTION RELATING TO VIRTUAL ASSETS (PI ONLY)

註：本公司需遵守香港及其他司法管轄區可能適用於某特定虛擬資產及相關產品的銷售及交易限制；  
某些司法管轄區的客戶（如中國內地居民）會被禁止虛擬資產及相關產品之交易。

**\*\*Note:\*\* Our company must comply with the sales and trading restrictions which apply to specific virtual assets and related products in Hong Kong and other jurisdictions. Client in some jurisdictions (such as residents of mainland China) are prohibited from trading virtual assets and related products. \*\***

本虛擬資產交易賬戶附加協議(以下簡稱“本協議”)是於 20\_\_\_\_年\_\_\_\_月\_\_\_\_日由下列雙方所簽訂：

THIS ADDITIONAL AGREEMENT IN RESPECT OF TRANSACTION RELATING TO VIRTUAL ASSETS (“Agreement”) is made on \_\_\_\_\_ [DATE] between:

客戶姓名 Client Name: \_\_\_\_\_ 客戶賬號 Client Number: \_\_\_\_\_

通訊地址 Correspondence Address: \_\_\_\_\_

(以下簡稱“本人/吾等”)；及 (hereinafter called “I/We” or “My/Our” or “Me/Us”); and

大聖證券有限公司，為證監會註冊機構，證監註冊編號：BHP423，其香港辦事處為 香港上環信德中心招商局大廈 24 樓 2418 室，經營 類別 1 (證券交易)、及 類別 4 (就證券提供意見) 受規管活動業務(以下簡稱“大聖證券”)。

Monmonkey Group Securities Limited, a licenced corporation of Securities and Futures Commission with central entity number: BHP423, incorporated in Hong Kong, operating RA1 (Dealing in Securities), and RA4 (Advising on Securities) business, and having its registered office at Room 2418, China Merchants Tower, Shun Tak Centre, Sheung Wan, HK Hong Kong (hereinafter called “MGSL”).

就大聖證券根據本人/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 “MGSL” entering into transactions relating to virtual assets (“Transactions”) in accordance with My/Our instruction (“Instruction”), I/We hereby agree that:-

(1) 以本人/吾等姓名在大聖證券開立虛擬資產交易賬戶並在證監會持牌平台(OSL 數字證券有限公司/Hash Blockchain Limited) 綜合賬戶安排下虛擬資產交易；

I/We open a virtual asset (“VA”) trading account with “MGSL” in My/Our name for the purpose of VA dealing under an omnibus account arrangement on an SFC-licensed trading platform(OSL Digital Securities Limited/ Hash Blockchain Limited);

(2) 所有由大聖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及如情況許可 下將預先通知本人/吾等；

All Transactions carried out by “MGSL” and its agents/brokers in any of its accounts will be amended from time to time in accordance with the terms of 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；

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，並且遵從有關係款及該等機構及當局之一切適用規例；

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，假如大聖證券向本人/吾等招攬銷售或建議任何虛擬資產產品，該產品必須是大聖證券經考慮本人/吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人/吾等的。本協議的其他條文或任何其他大聖證券可能要求本人/吾等簽署的文件及大聖證券可能要求本人/吾等作出的聲明概不會減損本條款的效力；

When I/We conduct any relevant VA trading activities, if “MGSL” solicits the sale or recommends any VA product to Me/Us, the product must be a product of “MGSL” in subsequent to 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 the Agreement or any other document that “MGSL” may require Me/Us to sign and any declaration that “MGSL” may require Me/Us to make shall derogate from the validity of these terms;**

(6) 本人/吾等須向大聖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，以及大聖證券附加收費，包括但不限於任何報酬、利息、銀行費用、代理人及托管費用，以及大聖證券將收取依照本協議與任何交易有關之所有由大聖證券向本人/吾等收取之佣金及費用單張；

I/We shall pay to “MGSL” 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 “MGSL”, including but not limited to any remuneration, interest, bank charges, agency and custody fees, and “MGSL” will receive all commissions and fees charged by “MGSL” to Me/Us in connection with any Transactions in accordance with the Agreement;

(7) 本人/吾等以主事人身份購入虛擬資產，並不是任何人士之代理人；

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

(8) 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；

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;

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

“MGSL” shall not be responsible for checking, verifying or confirming the legality, suitability and appropriateness of any Instruction and/or Transactions;

(10) 大聖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；

“MGSL” 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;

(11) 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；

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;

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

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

(13) 本人/吾等需負責所有經大聖證券為本人/吾等作出之交易，而大聖證券毋須為此等交易履行任何付款或其他責任；

I/We shall be bound by all Transactions entered into by “MGSL”, and “MGSL” shall not in any way be liable for the payment or other obligations in respect of such Transactions;

(14) 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；

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

(15) 本人/吾等明確同意免除大聖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，大聖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；

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

(16) 本人/吾等同意全數彌償及使大聖證券及其主管、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；

I/We agree to fully indemnify and keep harmless “MGSL” 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;

(17) 大聖證券毋須因行使有關在交易上令大聖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；

“MGSL” shall incur no liability whatsoever in exercising any or all of “MGSL”’s right or for taking or not taking any action (including any legal action or proceeding) in connection with any Transactions;

(18) 大聖證券為本人/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大聖證券是以主事人身份與其交易或大聖證券之權利和責任是不可轉移的，但這些條文並不影響大聖證券與本人/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；

“MGSL” 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 “MGSL”’s Agreement with him may expressly provide that as against him “MGSL” acts as principal or that “MGSL”’s rights and obligations are not transferable. However, such provisions will not affect “MGSL”’s capacity as My/Our agent in My/Our transaction with “MGSL”. I/We agree that the relevant transaction with each broker or counterpart will be subject to the rules, terms and conditions as stipulated him;

(19) 一旦由本人/吾等/大聖證券遵照該等條款之規定向對方發出書面通知，本人/吾等/大聖證券可即時結束該賬戶。惟大聖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；

The Account may be closed by “MGSL” 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 “MGSL” in accordance with My/Our instructions prior to “MGSL” receiving written notice of such termination shall be valid and binding on Me/Us and My/Our personal representatives or successors in title;

(20) 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大聖證券第 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；

VA dealing services shall only be provided to Me/Us that shall be, and remain at all times, the client in respect of “MGSL”'s 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;

(21) 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；

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

(22) 除非及直至大聖證券收妥本人/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，大聖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

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

(23) 虛擬資產及虛擬資產相關產品交易服務條款及細則請參閱：《證券交易客戶協議》附錄四《虛擬資產及虛擬資產相關產品交易服務及特別風險揭露》。

For the terms and regulations of trading services for virtual assets and virtual asset-related products, please refer to : Appendix 4

《Trading Services and Special Risk Disclosures for Virtual Assets and Virtual Asset-related Products》.of the 《Securities Trading Client Agreement》。


(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。

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

(25) 若中英文版本有任何不一致或差異，以英文版本為準。

If there are any inconsistencies or differences between the Chinese and English versions, the English version shall prevail.

**同意及接納 Confirmed and accepted by : :**

本人/吾等確認及同意上述內容 When I/We acknowledge and agree to the above		
客戶簽署 Account Client Signature :		客戶姓名 Client Name :
		
茲見證本人簽署於：_____年_____月_____日。		
IN WITNESS WHEREOF I have signed this document day of: _____		
見證人簽署 Witness Signature		
見證人簽署 Signed By :	姓名 (正楷) : Name (Block Letter) :	
見證人之中央編號(如適用) CE No. of the certifier (if applicable):	身份證/護照號碼 ID / Passport No:	
日期 Date :	地址 Address:	
同意及接納 Confirmed and accepted by :		
授權簽名及公司印章 Authorized Signature(s) with Company Chop	姓名(正楷) Name (Block Letter)	
_____	_____	
正式獲授權代表大聖證券有限公司人士 Duly authorized for and on behalf of Monmonkey Group Securities Limited	職銜 Job Title _____	
	日期 Date : _____	
本公司專用 For Office Use Only		
客戶流動資產淨值 Client's net liquid assets :	客戶每日虛擬資產交易限額 (20%) Virtual asset trading limit:	客戶虛擬資產持倉限額 (40%) Virtual asset position limit :

