

**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: \_\_\_\_\_

本虛擬資產交易帳戶附加協議(以下簡稱“本協議”)是於 20\_\_\_\_年\_\_\_\_月\_\_\_\_日由列下列雙方所簽訂：  
THIS ADDITIONAL AGREEMENT IN RESPECT OF TRANSACTION RELATING TO VIRTUAL ASSETS  
 (“Agreement”) is made on \_\_\_\_\_ [DATE] between:

客戶姓名: \_\_\_\_\_ 客戶賬號: \_\_\_\_\_

通訊地址: \_\_\_\_\_

(以下簡稱“本人/吾等”)；及

Client Name: \_\_\_\_\_ Client Number: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

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

勝利證券有限公司，為證監會註冊機構，證監註冊編號：ABN091，其香港辦事處為香港上環干諾道西 3 號，億利商業大廈 1101-3 室，經營 類別 1 (證券交易)、類別 2 (期貨合約交易)、類別 4 (就證券提供意見) 及 類別 9 (提供資產管理) 受規管活動業務(以下簡稱“勝利證券”)。

Victory Securities Company Limited, a licenced corporation of Securities and Futures Commission with central entity number: ABN091, incorporated in Hong Kong, operating RA1 (Dealing in Securities), RA2 (Dealing in Futures Contracts), RA4 (Advising on Securities) and RA9 (Asset Management) business, and having its registered office at Room 1101-3, 11/F., Yardley Commercial Building, 3 Connaught Road West, Sheung Wan, Hong Kong (hereinafter called “Victory”).

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

- (1) 以本人/吾等姓名在勝利證券開立虛擬資產交易帳戶並在綜合帳戶安排下虛擬資產交易；
- (1) I/We open a virtual asset (“VA”) trading account with Victory in My/Our name for the purpose of VA dealing under an omnibus account arrangement;
- (2) 所有由勝利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；
- (2) All Transactions carried out by Victory 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；
- (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例；
- (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;

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**ADDITIONAL AGREEMENT IN RESPECT OF TRANSACTION RELATING TO  
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- (5) 本人/吾等在進行任何相關虛擬資產交易活動時，假如勝利證券向本人/吾等招攬銷售或建議任何虛擬資產產品，該產品必須是勝利證券經考慮本人/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勝利證券可能要求本人/吾等簽署的文件及勝利證券可能要求本人/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 Victory solicits the sale or recommends any VA product to Me/Us, the product must be a product of Victory 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 Victory may require Me/Us to sign and any declaration that Victory may require Me/Us to make shall derogate from the validity of these terms;
- (6) 本人/吾等須向勝利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，以及勝利證券附加收費，包括但不限於任何報酬、利息、銀行費用、代理人及托管費用，以及勝利證券將收取依照本協議與任何交易有關之所有由勝利證券向本人/吾等收取之佣金及費用單張；
- (6) I/We shall pay to Victory 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 Victory, including but not limited to any remuneration, interest, bank charges, agency and custody fees, and Victory will receive all commissions and fees charged by Victory 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；
- (7) 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；
- (8) 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) 勝利證券並不負責檢查、核證或確定有關指令及/或交易之合法性、恰當性及適合性；
- (9) Victory shall not be responsible for checking, verifying or confirming the legality, suitability and appropriateness of any Instruction and/or Transactions;
- (10) 勝利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；
- (10) Victory 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；
- (11) 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/吾等並無倚賴任何勝利證券之言論或建議，勝利證券及其僱員、代理人或代表毋須就其發表之言論或建議負責；
- (12) I/We have not relied on any representation or advice by Victory and neither Victory nor its employees, agents or representatives shall have any liability in respect of the same if expressed at all;
- (13) 本人/吾等需負責所有經勝利證券為本人/吾等作出之交易，而勝利證券毋須為此等交易履行任何付款或其他責任；
- (13) I/We shall be bound by all Transactions entered into by Victory, and Victory 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；
- (14) The amount I/we paid for the VA may not be recoverable in the event an issuer/custodian/exchange is insolvent or in bankruptcy;

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- (15) 本人/吾等明確同意免除勝利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，勝利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；
- (15) I/We hereby expressly agree to exclude Victory from all liabilities, claims, damages, costs (including legal cost), proceedings or damages arising out of the Transaction. For the avoidance of doubt, Victory 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勝利證券及其主管、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；
- (16) I/We agree to fully indemnify and keep harmless Victory 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) 勝利證券毋須因行使有關在交易上令勝利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；
- (17) Victory shall incur no liability whatsoever in exercising any or all of Victory's right or for taking or not taking any action (including any legal action or proceeding) in connection with any Transactions;
- (18) 勝利證券為本人/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勝利證券是以主事人身份與其交易或勝利證券之權利和責任是不可轉移的，但這些條文並不影響勝利證券與本人/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；
- (18) Victory 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 Victory's Agreement with him may expressly provide that as against him Victory acts as principal or that Victory's rights and obligations are not transferable. However, such provisions will not affect Victory's capacity as My/Our agent in My/Our transaction with Victory. 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/勝利證券遵照該等條款之規定向對方發出書面通知，本人/吾等/勝利證券可即時結束該賬戶。惟勝利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；
- (19) The Account may be closed by Victory 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 Victory in accordance with My/Our instructions prior to Victory 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勝利證券第 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；
- (20) VA dealing services shall only be provided to Me/Us that shall be, and remain at all times, the client in respect of Victory'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；
- (21) This Agreement shall be binding and enure to the benefit of My/Our successors, whether or not such person has initiated the Instruction;
- (22) 除非及直至勝利證券收妥本人/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，勝利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
- (22) 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) 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。

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

同意及接納：  
Confirmed and accepted by :

以下人士僅此見證：  
In the presence of :

同意及接納：  
勝利證券有限公司代表  
Confirmed and accepted by :  
Victory Securities Company Limited

\_\_\_\_\_  
客戶簽署  
Signature of Client

\_\_\_\_\_  
見證人簽署  
Signature of Witness

\_\_\_\_\_  
授權簽署  
Authorized Signature

姓名  
Name : \_\_\_\_\_

姓名  
Name : \_\_\_\_\_

姓名  
Name : \_\_\_\_\_

客戶賬號  
Client No. : \_\_\_\_\_

中央註冊編號  
CE No. : \_\_\_\_\_