

Account No.

賬戶號碼

First Securities (HK) Limited

第一證券(香港)有限公司

Account Opening Form – Individual / Joint Account

開戶表格 – 個人／聯名賬戶

☐ 個人賬戶 Individual Account

☐ 聯名賬戶 Joint Account

FIRST SECURITIES (HK) LIMITED**第一證券(香港)有限公司**

Account No.

賬戶號碼:

(A corporation licensed by the Securities and Futures Commission of Hong Kong to carry on Type 1 (dealing in securities) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
(一家根據《證券及期貨條例》(香港法律第571章)獲發牌進行第一類(證券交易)及第九類(提供資產管理)受規管活動的業務之持牌法團)

Central Entity (CE) Number 中央編號: AAA347

Business Address 營業地址: Rooms 1708-1710, 17/F, China Insurance Group Building,
141 Des Voeux Road Central, Hong Kong
香港中環德輔道中141號中保集團大廈17樓1708-1710室

ACCOUNT OPENING FORM (FOR INDIVIDUAL/JOINT CLIENT)**開戶表格 (個人/聯名客戶適用)****Part A 甲部: APPLICATION FOR ACCOUNT 賬戶申請**

I/We, the undersigned, hereby request First Securities (HK) Limited to open for <input type="checkbox"/> me <input type="checkbox"/> us*:			
本人 / 吾等, 下列簽署人, 謹此要求第一證券(香港)有限公司為 <input type="checkbox"/> 本人 <input type="checkbox"/> 吾等* 開立:			
<input type="checkbox"/>	Cash Account 現金賬戶	<input type="checkbox"/>	Electronic Service 電子服務
<input type="checkbox"/>	Margin Account 保證金賬戶	<input type="checkbox"/>	Others, please specific 其他, 請註明: _____

Part B 乙部: INDIVIDUAL CLIENT'S INFORMATION 個人客戶資料

Name (English / Chinese) 姓名(英文 / 中文)		
ID/Passport No 身分證 / 護照號碼	Place of Issue 簽發地	
Nationality / Citizenship 國籍 / 公民	Date of Birth 出生日期	
Residential Address 住宅地址		
Correspondence Address (if not the same as above) 通訊地址(如與上述地址不同)		
Residential Phone No. 住宅電話	Fax No. 傳真號碼	
Mobile Phone No. 流動電話號碼	E-Mail Address 電郵地址	
Name of Employer 僱主名稱	Years of Service 服務年資	Position 職位
Office Address 辦公地址		
Office Phone No. 辦公電話	Nature of Business of Employer 僱主業務性質	Fax No. 傳真號碼

* Please complete Supplemental Account Opening Form. 請填具補充開戶表格。

Part C 丙部: FINANCIAL PROFILE 財務概況

<ul style="list-style-type: none"> ● Annual Income (Please tick one box) 每年總收入 (請勾選一項) <ul style="list-style-type: none"> <input type="checkbox"/> Under 少於 US \$20,000 <input type="checkbox"/> US \$20,000 ~ US \$49,999 <input type="checkbox"/> US \$50,000 ~ US \$99,999 <input type="checkbox"/> US \$100,000 or above 或以上 	<ul style="list-style-type: none"> ● Residence (Please tick one box) 住屋 (請勾選一項) <ul style="list-style-type: none"> <input type="checkbox"/> Self-owned (subject to mortgage) 自置物業 (有按揭) <input type="checkbox"/> Self-owned (no mortgage) 自置物業 (無按揭) <input type="checkbox"/> Rent 租用物業
<ul style="list-style-type: none"> ● Source of income (can choose one or more) 收入來源 (可勾選多項) <ul style="list-style-type: none"> <input type="checkbox"/> Salary / Commission 薪金 / 佣金 <input type="checkbox"/> Savings 儲蓄 <input type="checkbox"/> Dividend / Interest 股息/利息 <input type="checkbox"/> Business Profit 業務溢利 <input type="checkbox"/> Investment Return 投資獲利 <input type="checkbox"/> Rent 租金 	<ul style="list-style-type: none"> ● Origins of Fund (Please tick at least one box) 資金來源地 (請勾選至少一項) <ul style="list-style-type: none"> <input type="checkbox"/> Hong Kong 香港 <input type="checkbox"/> Taiwan 台灣 <input type="checkbox"/> China 中國 <input type="checkbox"/> Singapore 新加坡 <input type="checkbox"/> USA 美國 <input type="checkbox"/> Others 其他: _____
<ul style="list-style-type: none"> ● Liquid Assets (Please tick one box) 流動資產 (US\$) (請勾選一項) <ul style="list-style-type: none"> <input type="checkbox"/> <10,000 <input type="checkbox"/> 10,001 – 100,000 <input type="checkbox"/> 100,001 – 500,000 <input type="checkbox"/> 500,001 – 1,000,000 <input type="checkbox"/> >1,000,001 	<ul style="list-style-type: none"> ● Total net worth 資產淨值: _____ US \$ _____

Part D 丁部: CORRESPONDENCE INFORMATION 通訊資料

(Please tick one box 請勾選一項)		
<input type="checkbox"/> Residential Address 住宅地址	<input type="checkbox"/> Correspondence Address 通訊地址	<input type="checkbox"/> Office Address 辦公地址
<input type="checkbox"/> E-mail Address 電郵地址 _____	<input type="checkbox"/> Fax No. 傳真號碼 _____	
<input type="checkbox"/> Other Address 其他地址 _____		

Notes 注意: All documents in connection with the account shall be delivered to the address ticked above. 所有關於賬戶的文件將送遞到上述勾選的地址

Part E 戊部：INVESTMENT EXPERIENCE 投資經驗

Please choose the years of investment experience of each investment product 請勾選每一投資產品的投資年期
(Please provide relevant documentary proof 請提供有關證明文件)

Type of Investment Product 投資產品類型

Equities 證券
Warrants 窩輪* / Stock Options 股票期權* / CBBC 牛熊證*
Futures & Options 期貨及期權*
Exchanged Traded Fund (ETF) 交易所買賣基金
Hedge Funds 對沖基金*
Structured Products 結構性產品*
Fixed Income Products (e.g. bonds, etc.) 固定收益產品 (如：債券等)
Others 其他：_____

Years of Investment Experience 投資年期				
Nil 無	Less than 3 years 三年以下	3 to 5 years 三至五年	5 to 10 years 五至十年	More than 10 years 十年以上
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*The above type of investment product belongs to high risk and/or extremely high risk categories. 上述投資產品類型屬於「高風險」及/或「極高風險」類別。

Part F 己部：BANK ACCOUNT INFORMATION 銀行賬戶資料

Details of the Client's bank account for crediting payment of money (if any) from the Company (under the name of the Client)
可供貴公司用作支付任何款項 (如有) 予客戶之銀行賬戶詳細資料 (須以客戶名義持有)

(i) Bank Name 銀行名稱 (ii) Bank Account Currency / Number 銀行賬戶貨幣 / 號碼
☐ HKD 港元 Account No. 賬戶號碼 _____
☐ USD 美元 Account No. 賬戶號碼 _____
 (iii) SWIFT code (if applicable) 環球銀行金融電信協會編碼 (如適用)

Part G 庚部：ASSESSMENT OF CLIENT'S KNOWLEDGE OF DERIVATIVE PRODUCTS

客戶對衍生性產品的認識之評估 (Please provide relevant documentary proof 請提供有關證明文件)

The following questionnaire is designed to ensure the provision of our services to you in respect of derivative products is in compliance with our obligations under paragraph 5.1A of the Code of Conduct.

以下問卷為確保本公司向你提供有關衍生性產品之服務已遵照《操守準則》項下第 5.1A 段的責任。

1. Have you undergone any training or attended courses (whether online or classroom courses) on derivative products offered by any academic institution or financial institution?
 請問你是否曾接受由任何學術或金融機構舉辦有關衍生性產品的任何培訓或修讀相關課程 (不論是網上或教室課程)?
☐ No 否 ☐ Yes 是 (please insert details below 請提供下列資料)

Name of the academic institution or financial institution:
學術或金融機構的名稱:

Name of the course:
課程的名稱:

2. Do you have any current/previous working experiences related to derivative products?
 請問你現在/過去的工作經驗是否與衍生性產品有關?

☐ No 否 ☐ Yes 是 (please insert details below 請提供下列資料)

Name of employer 僱主名稱:

Position 職稱:

Year(s) of working experiences which relate(s) to derivative products 就衍生性產品有關工作經驗之年數:
 _____ year(s) 年

3. We will refer to Part E to assess your prior trading experience in derivative products. 本公司將參照戊部，以評估你投資衍生性產品的經驗。

For Internal Use Only 僅供內部使用

Investor Characterization 投資者分類

Characterization 投資者分類	Investor Characterization Result 分類結果
<input type="checkbox"/>	You are characterized as a client without knowledge of derivatives. 你被評估為對衍生性產品 沒有 認識。
<input type="checkbox"/>	You are characterized as a client with knowledge of derivatives. 你被評估為對衍生性產品 有 認識。

Part H 辛部：MANDATE FOR FAX INSTRUCTIONS 傳真指示作業指令

To 致：First Securities (HK) Limited 第一證券（香港）有限公司

From Client 由客戶：_____ 發出

1. I/We, the Client, hereby authorize and instruct you, First Securities (HK) Limited, to accept and follow any facsimile instructions and/or communications (the "Fax Instructions") given by me/us or the person duly authorized by me/us in relation to the securities trading account and securities transactions.
本人／吾等，客戶，謹此要求及授權你們，第一證券（香港）有限公司接受並執行本人／吾等或本人／吾等已妥為授權的人士發出的關於證券交易賬戶或證券交易的任何傳真指示及／或要求（下稱「傳真指示」）。
2. In consideration of your agreeing from time to time to accept the Fax Instructions in your absolute discretion, I/we agree and acknowledge as follows: -
鑑於你們同意不時接受傳真指示，本人／吾等謹此同意及確認如下：-
 - (i) I/We shall bear all risks associated with any of the Fax Instructions received by you and you will not be liable to any loss or damages suffered or sustained by me/us arising out of or in connection with the Fax Instructions provided that you follow or act upon the Fax Instructions in good faith and diligently; 本人／吾等將會承擔因你們收取任何傳真指示而涉及的風險，而你們毋須對本人／吾等因傳真指示而產生的損失或損害承擔責任，惟你們必須本著真誠及盡職地行事；
 - (ii) You shall be entitled to refuse to accept any of the Fax Instructions without any notice to me/us and entitled (but not obliged) to take such acts or make such enquiries in connection with the Fax Instructions as you shall consider appropriate;
你們有權拒絕接納任何傳真指示而毋須給予本人／吾等任何通知；及你們有權（但非必要）就傳真指示採取你們認為合適的作為或為其作出查詢；
 - (iii) Any of the Fax Instructions, once given, may not be rescinded or withdrawn without your consent. All such instructions so given and acted on by you in good faith shall be conclusively binding on me/us irrespective of whether or not the Fax Instructions are given by me/us or the person duly authorized by me/us;
任何傳真指示，一經發出，如未得你們同意，均不得撤銷或撤回。所發出的一切指示經你們本著誠信原則執行後均對本人／吾等具終局性的約束力，不論傳真指示是否由本人／吾等或本人／吾等妥為授權的人士所發出；
 - (iv) You shall be entitled to treat the Fax Instructions as duly and fully authorized by me/us or the person duly authorized by me/us irrespective of whether or not the Fax Instructions are authenticated or transmitted with my/our consent and notice; and
無論傳真指示的發出是否真確或為本人／吾等所同意及知悉，你們均可視傳真指示已有適當的授權及對本人／吾等具有終局性的約束力；及
 - (v) I/We will fully indemnify you and your officers, employees, agents and correspondents against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred arising out of anything done or omitted to be done pursuant to any Fax Instructions given.
本人／吾等將對你們及你們的高級職員、僱員、代理人及代理銀行就其因依據所發出的任何傳真指示的作為或不作為所引起的一切索償、付款要求、訴訟、法律程序、損害、損失、費用及支出作出充分彌償。
3. I/We further agree and acknowledge that: -
本人／吾等進一步同意及確認：-
 - (i) All the Fax Instructions shall be transmitted to the facsimile number as you may from time to time prescribe and, otherwise, the Fax Instructions shall be deemed not to have been successfully transmitted and actually given to you;
所有傳真指示均須傳送至由你們不時指定的傳真號碼，否則傳真指示將被視作未能成功傳達及實際送達予你們；
 - (ii) Without prejudice to the generality of the foregoing provisions, you shall not be deemed to have received the Fax Instructions unless and until the same has actually reached and been received by you;
在不影響上述條文一般性的前提下，除非及直至傳真指示實際地傳送到你們及你們實際地收到傳真指示，否則，傳真指示不會被視為有效地送達予你們；
 - (iii) You are entitled to follow the Fax Instructions on the next business day immediately following the date of receipt of the Fax Instructions in the event that they are transmitted to you beyond the office hours as specified by you;
你們有權將由你們決定的營業時間後始送達到你們的傳真指示於下一個營業日始行處理；
4. I/We confirm and acknowledge that this Mandate is subject to the Terms and Conditions of Securities Account (the "Terms"). In the event of difference between the Terms and the provisions of this Mandate, the provisions herein shall prevail.
本人／吾等確認及承認，本傳真指令受限於證券賬戶章則及條款（下稱「該章則」）。倘若該章則及本指令的條文存在任何差異，以本指令的條文為準。
5. In the event of any inconsistency between the Chinese and English versions of this Mandate, the English version shall prevail.
倘若本指令的中英兩種語言版本之間存在差異，以英文版本為準。
6. This Mandate shall be governed by and construed in all respects in accordance with Hong Kong law. I/We irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but you shall be entitled to enforce this Mandate in courts of other competent jurisdiction as you may select.
本指令在各方面均受香港法律管轄並依據香港法律解釋。本人／吾等不可撤銷地接受香港法院的非專屬司法管轄權管轄，但你們可在你們選擇的其他有司法管轄權的法院強制執行本指令。

Date日期：_____

(DD/MM/YY) (日/月/年)

Part I 壬部：RISK DISCLOSURE STATEMENT TO CLIENT 致客戶的風險披露聲明

This risk disclosure statement is not intended to disclose an exhaustive list of all of the risks in respect of securities trading and other trading particularized hereinafter. You should not enter into the relevant trading contract unless you understand the nature and the extent of risk thereof. Trading in derivative products may not be suitable for many members of the investing public. You should carefully consider whether trading to be entered into is appropriate for you in light of your experience, objectives, financial resources and all other circumstances.

本風險披露聲明不旨在披露涉及證券及下列其他交易的所有風險。你不應進行有關交易，除非你已瞭解有關的交易之性質及風險。衍生產品交易對相當部份的投資大眾而言並不適合。你應根據你的經驗、目標、財務資源及其他情況，小心考慮你要進行的交易對你而言是否合適。

RISK OF SECURITIES TRADING

證券交易的風險

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.

證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

RISK OF TRADING FUTURES AND OPTIONS

期貨及期權交易的風險

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.

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的賬戶內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS

買賣創業板股份的風險

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. 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. 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. 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 GEM stocks.

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。你只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。假如你對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

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 thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第571

章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL ETC.

提供將你的證券抵押品等再質押的授權書的風險

There is risk if you provide the licensed or registered person with an authority that allows it to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities. If your securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply. Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority. You are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used. If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by it could result in the loss of your securities or securities collateral. A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超過 12 個月。若你是專業投資者，則有關限制並不適用。此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少 14 日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。大多數持牌人或註冊人均提供不涉及證券借貸的現金賬戶。假如你毋需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

提供代存郵件或將郵件轉交第三方的授權書的風險

If you provide the licensed or registered person 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.

假如你向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你賬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。

RISK OF MARGIN TRADING

保證金買賣的風險

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged to your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定的時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你將要為你的賬戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

在香港聯合交易所有限公司買賣納斯達克－美國證券交易所證券的風險

The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. You should consult the licensed or registered person and become familiarised with the PP before trading in the PP securities. You should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the GrowthEnterprise Market of The Stock Exchange of Hong Kong Limited.

按照納斯達克－美國證券交易所試驗計劃（“試驗計劃”）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。你在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。你應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

RISK OF PRODUCT DENOMINATED IN RENMINBI (RMB)

人民幣計價產品的風險

1. Exchange Control Risk

外匯管制風險

RMB is not fully and freely convertible and conversion of RMB is subject to a daily limit or other prescribed limits. You should allow sufficient time for exchange of RMB to or from another currency if the RMB amount exceeds the daily limit or prescribed limit. For RMB products with a significant portion of non-RMB denominated underlying investments, you should pay attention to the possibility that you may not receive the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to the currency.

目前人民幣並非完全可自由兌換，而人民幣兌換亦受每日限額或其他規定限額。如你需兌換人民幣金額超過每日限額或其他規定限額，須預留足夠時間以備兌換。就人民幣產品中有相當部份非以人民幣計價的相關投資而言，你應注意贖回時並非全數收取人民幣的可能性。這種情況會發生在當人民幣的外匯管制及限制導致發行人不能及時取得足夠的人民幣。

2. Liquidity Risk

流動性風險

You should pay attention to the liquidity risk associated with the RMB products. In particular, if such products do not have an active secondary market and their prices have large bid/offer spreads.

你應注意與人民幣產品相關的流動性風險。特別是，如果該等產品沒有交投暢旺的次級市場及他們的價格存在大幅的買賣差價。

3. Devaluation Risk

貶值風險

There is no assurance that RMB will not be subject to devaluation. You must subscribe to RMB denominated products and will receive realisation proceeds in RMB. If you convert your investment moneys in Hong Kong Dollars or other currencies into RMB in order to invest in the product, you will suffer losses in case of RMB devaluation, if you convert realisation proceeds back into Hong Kong Dollars or other currencies.

概不保證人民幣不會貶值。你以人民幣認購人民幣計價的產品及收取變現款項。你如以投資於港幣之投資的款項或其他貨幣兌換成人民幣認購人民幣計價的產品，當你將變現款項兌換回港幣或其他貨幣時，可能會因人民幣貶值而招致虧損。

RISK OF EXCHANGE-TRADED DERIVATIVE PRODUCTS

交易所買賣衍生產品的風險

(A) GENERAL RISK 一般風險

1. Issuer Default Risk

發行商違約風險

In the event that an exchange-traded derivative product issuer becomes insolvent and defaults on its issued products, you will be considered unsecured creditors and will have no preferential claims to any assets held by the issuer. You should therefore pay close attention to the financial strength and credit worthiness of exchange-traded derivative product issuers.

倘若交易所買賣衍生產品發行商破產而未能履行其對所發行產品的責任，你只被視為無抵押債權人，對發行商任何資產均無優先索償權。因此，你須特別留意交易所買賣衍生產品發行商的財力及信用。

2. Uncollateralized Product Risk

非抵押產品風險

Since exchange-traded derivative products are not asset backed, in the event of issuer bankruptcy, you can lose your entire investment.

由於交易所買賣衍生產品並沒有資產擔保，若發行商破產，你便可能會損失你全部投資。

3. Gearing Risk

槓桿風險

Exchange-traded derivative products such as warrants and callable bull/bear contracts are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of an exchange-traded derivative product may fall to zero resulting in a total loss of the initial investment.

交易所買賣衍生產品如權證及牛熊證均為槓桿產品，其價值可按其相對於相關資產的槓桿比率而快速改變。你須留意，交易所買賣衍生產品的價值可以跌至零，令當初的投資資金盡失。

4. Limited Life

有效期限

Most of the exchange-traded derivative product issuer has an expiry date after which the products may become worthless. You should be aware of the expiry time horizon and choose a product with an appropriate lifespan for your trading strategy.

大部分交易所買賣衍生產品均設有到期日，到期後產品將會變得毫無價值。你須留意產品的到期時間，確保所選產品尚餘的有效期能配合你的交易策略。

5. Extraordinary Price Movements

異常價格變動

The price of an exchange-traded derivative product may not match its theoretical price due to outside factors such as market supply and demand. As a result, actual traded prices can be higher or lower than the theoretical price.

交易所買賣衍生產品的價格或會因為外來因素（如市場供求）而有別於其理論價，因此實際成交價可以高於亦可低於其理論價。

(B) ADDITIONAL RISK OF TRADING WARRANT 權證交易的額外風險

1. The value of a warrant is likely to decrease over time. In the worst case, the warrants may expire with no value. Therefore, it should not be viewed as long-term investments. 權證的價值很可能隨時間而減少，在最壞的情況下，權證或會於到期時變得毫無價值。因此權證不應視作長期投資產品。
2. Certain events (including, without limitation, a right issue, bonus issue or cash distribution by the issuer, a subdivision or consolidation of the underlying shares and a restructuring event of the issuer) may entitle the issuer to adjust the terms and conditions of the warrant. 若干事件（包括但不限於相關公司之供股發行、發行紅股或現金分派、股份拆細或合併及相關公司的重組事項）發生後發行商可能有權調整權證的條款與細則。
3. The value of the warrants may not correlate with the movements of the underlying index level and is affected by implied volatility of underlying asset price, the time remaining to expiry, interest rates, and the expected dividend on the underlying assets. 權證的價值與相關指數水平的變動未必完全掛鈎，係受到相關資產的引伸波幅、剩餘到期時間、利率及預期股息等的影響。
4. The liquidity provider may be the only market participant for the warrants. There may not be a secondary market or the secondary market is limited and it may be difficult for you to realize the value of the warrants prior to expiry. 流通量提供者可能是權證的唯一市場參與者。權證未必會有第二市場或第二市場可能有限的時候，你便難於到期前變現權證的價值。

(C) ADDITIONAL RISK OF CALLABLE BULL/BEAR CONTRACTS("CBBC") 可贖回牛／熊證（「牛熊證」）交易的額外風險

1. A CBBC has a fixed expiry date and closely tracks the performance of an underlying asset (for example, a share, index, commodity or currency). When trading CBBCs you should be aware of their intraday "knockout" or mandatory call feature. A CBBC will cease trading when the underlying asset value equals the mandatory call price/level as stated in the listing documents. You will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. You should also note that the residual value can be zero. 牛熊證設有固定到期日，並緊貼相關資產（例如股票、指數、商品及貨幣）的表現。你買賣牛熊證，須留意牛熊證可以即日「取消」或強制收回的特色。若牛熊證的相關資產價值等同上市文件所述的強制收回價/水平，牛熊證即停止買賣。屆時，你只能收回已停止買賣的牛熊證由產品發行商按上市文件所述計算出來的剩餘價值（注意：剩餘價值可以是零）。
2. When the underlying asset is trading close to the call price, the price of a CBBC may be more volatile with wider spreads and uncertain liquidity. A CBBC may be called at any time and trading will terminate as a result. Once it is called, the contract cannot be revived and you will not benefit even if the underlying asset bounces back to a favourable position. Any trades executed after this mandatory call event will not be recognized and will be cancelled. 相關資產價格接近收回價時，牛熊證的價格可能會變得更加波動，買賣差價可能會轉闊，流通量亦可能減低。牛熊證隨時會被收回而交易終止。當牛熊證被收回後，該牛熊證不可再次復牌，即使相關資產價格及後反彈至有利水平，你亦不會因此獲利。任何在此強制提前贖回事宜後始執行的交易將不被承認並會被取消。
3. You should be aware that a CBBC is a complex leveraged investment which may not be suitable for all people. With its gearing feature, it may magnify potential returns and potential losses as well. In the worst scenario, you may lose all of your investments. 你應注意牛熊證是複雜及具槓桿效應的投資，亦未必適合所有人。牛熊證的槓桿作用可擴大潛在回報及潛在虧損。在最差的情況下，你可能會損失全部投資本金。
4. Although a CBBC has liquidity providers, there is no assurance that you will be able to buy or sell the CBBC at your target prices at any time you wish. 即使牛熊證設有流通量提供者，你不獲保證可以隨時按你意願以你的目標價買入或沽出牛熊證。
5. The issue price of a CBBC includes funding costs, which are gradually reduced over time as the CBBC moves towards expiry. In the event that a CBBC is called, you will lose the funding costs for the remaining period of the CBBC. 牛熊證的發行價已包含財務費用，而融資成本會隨牛熊證接近到期日而逐漸減少。一旦牛熊證被收回，你將損失整筆已付的財務費用。

(D) ADDITIONAL RISK OF EQUITY LINKED INSTRUMENTS (ELIs) 股票掛鈎票據的額外風險

1. Equity Linked Instruments (ELIs) are structured products which are marketed to retail and institutional investors who want to earn a higher interest rate than the rate on an ordinary time deposit and accept the risk of repayment in the form of the underlying shares or losing some or all of their investment. 股票掛鈎票據是結構性產品，這種產品的對象是一些想賺取比一般定期存款較高息率，並願意接受最終可能只收取股票或虧損部分或全部本金風險的散戶或機構投資者。
2. ELIs combine notes/deposits with options and their return component is based on the performance of the underlying assets. Their maximum return is capped but the potential loss can be significant. You may lose all your investment capital if the price of the underlying asset moves substantially against your view. You shall take the credit risk of the issuer and your investment return depends primarily on the future price movement of the underlying assets. It is important for you to read all the relevant offer documents to fully understand the features and risks of ELIs before deciding to invest. 股票掛鈎票據是由票據／存款與期權結合而成，其回報是基於相關資產的價格表現而釐定。其最大回報是有上限的，但其潛在損失可能很重大。如相關資產的價格走勢與你的預期出現重大程度的相反，你可能損失全部投資本金。你需承受發行商的信貸風險，而你的回報主要視乎相關資產價格的未來走勢。你在決定投資前閱讀所有有關銷售文件，以了解股票掛鈎票據的特性及風險，尤為重要。

RISK OF TRADING EXCHANGE TRADED FUNDS (ETFs)

交易所買賣基金("ETFs")的風險

1. Tracking Error Risk

追蹤誤差風險

ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. You are exposed to the political, economic, currency and other risks related to the ETFs' underlying index/assets they are tracking. There may be tracking errors (i.e. disparity in the performance between an ETF and its underlying index/assets), due to, for instance, failure of the tracking strategy, currency differences, fees and expenses. You must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

ETF主要為追蹤某些指數，市場領域或資產組別（如股票、債券或商品）的表現。你須承受與ETF相關指數／資產有關的政治、經濟、貨幣及其他風險。ETF可能有追蹤誤差（即ETF之表現與相關指數／資產的表現脫節），原因可能是模擬策略失效、匯率、收費及支出等因素。你必須要有因為相關指數／資產的波動而蒙受損失的準備。

2. Counterparties Risk

交易對手風險

Where an ETF invests in derivatives (i.e. synthetic ETF) to replicate the underlying index/assets performance, you are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks associated with the underlying index/assets. Further, potential contagion and concentration risks of the derivative issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of a synthetic ETF may have a “knock-on” effect on other derivative counterparties of the synthetic ETF). Some synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the synthetic ETF seeks to realize the collateral.

若ETF透過買入衍生工具（即合成ETF）去複製相關指數／資產的表現，你除了要承擔相關指數／資產的風險外，也要承擔發行有關衍生工具的交易對手本身的信貸風險。此外，你亦應該考慮有關衍生工具發行人的潛在連鎖影響及集中風險（例如由於衍生工具發行人主要是國際金融機構，因此，若合成交易所買賣基金的其中一個衍生工具交易對手倒閉，便可能對該合成交易所買賣基金的其他衍生工具交易對手產生「連鎖」影響）。有些合成交易所買賣基金備有抵押品以減低交易對手風險，但仍要面對當合成交易所買賣基金的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。

3. Discount or Premium Risk

折讓或溢價風險

Where the index/assets that the ETF tracks are subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETF in line with its net asset value (NAV) may be disrupted, causing the ETF to trade at a higher premium or discount to its NAV. If you would buy an ETF at a premium or sell when the market price is at a discount to NAV, you may sustain losses.

若ETF所追蹤的指數／資產就你的參與設有限制，則為使ETF的價格與其資產值一致的增設或贖回單位機制的效能可能會受到影響，令ETF的價格相對其資產淨值出現溢價或折讓，ETF的交易價格可能會高於或低於其資產淨值。你若以溢價買入ETF，或於市價較資產淨值折讓之時出售ETF，你可能會蒙受損失。

4. Liquidity Risk

流動性風險

Trading in ETFs is also subject to liquidity risk. Although an ETF is traded in an exchange there is no assurance that a liquid market exists for an ETF. A higher liquidity risk is involved if a synthetic ETF involves derivatives that do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses.

買賣ETF須承擔流動性風險。儘管交易所買賣基金在相關交易所上市買賣，但這並不保證該基金必定有流通的市場。若合成交易所買賣基金涉及的衍生工具沒有活躍的第二市場，流動性的風險會較高；而衍生工具的買賣差價較大，亦會引致虧損。

5. Exchange Rate Risk

匯率風險

Your trading ETFs with underlying assets not denominated in Hong Kong dollars is also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value as well as affect the ETF price.

你應注意ETF的相關資產非以港幣計價的匯率風險。匯率變動可為相關資產或ETF價格帶來不利影響。

RISK OF OVER-THE-COUNTER (“OTC”) PRODUCT

非交易所買賣產品風險

1. Loss of Capital Risk

損失本金風險

You may loss capital in OTC product investment in whole or in part.

你可能損失非交易所買賣產品的全部或部份投資本金。

2. General Market Risk

一般市場風險

The general economic and political climate, general movements in local and international capital and stock markets, prevailing and anticipated economic conditions, investor sentiment and other events and factors will have impact (positively or negatively) on the value of the OTC product.

一般經濟及政治氣候、一般本地及國際資本及股票市場、現時及預期的經濟條件、投資者的情緒及其他事情及因素均會正面地或負面地影響非交易所買賣產品的價值。

3. Inflation Risk

通脹風險

Fixed income OTC product tends not to offer extraordinary high return and therefore it would be particularly vulnerable when inflation rises.

固定收益的非交易所買賣產品一般不會給予特高的回報。所以，如果通脹上升，該產品的價值會較易受到影響。

4. Interest Rate Risk

利率風險

The value of the OTC product with fixed income may have an inverse relationship to interest rate. When interest rate rises, the value of the relevant product falls and vice versa.

固定收益的非交易所買賣產品價值可能與利率存在逆向的關係。當利率上升時，該產品的價值可能會下降，反之亦然。

5. Default Risk

違約風險

Some OTC products are nothing more than a promise to repay the investor by the issuer. Once the issuer defaults or becomes insolvent, you may have no preferential claims to any assets held by the issuer. Thus, you should pay particular attention to the financial strength and credit worthiness of the issuer.

某些非交易所買賣產品可能無異於發行人對投資者的付還款項承諾。當發行人違約或資不抵債時，你對該發行人的任何資產可能不會享有優先申索權利。因此，你應該特別注意發行人的財政能力及信用。

6. Reinvestment Risk

再投資風險

Many OTC products are callable, entitling the issuer to call the OTC products before their maturity. In the event that the issuer calls the OTC products when interest rate falls, it will prejudice you if you have considered that you have locked in an interest rate and a level of safety.

許多非交易所買賣產品可以讓發行人提前贖回有關產品。如果利率下降時發行人贖回有關產品，則對你將會構成損害，如果你於有關產品贖回之前認為業已鎖定利率及安全水平。

7. Tax Risk

稅務風險

We recommend that you seek independent tax advice prior to entering into an investment in OTC products. We are not providing tax advice by profession and therefore cannot be relied upon to advise, nor take any responsibility for the same.

本公司建議你於投資非交易所買賣產品前應尋求獨立的稅務意見。本公司並非從事稅務專業，所以你不應依賴本公司對你提供稅務意見，本公司亦無責任提供稅務意見。

8. Liquidity Risk
流動性風險

The OTC product is less liquid and may not have secondary market. You may only reduce your exposure to the OTC product by negotiating with the counterparty and requesting an early termination. As a result, you may be liable for the administration fees and all other charges. Further, the terms and conditions for early termination may be prejudicial to you.

非交易所買賣產品的流動性較少，亦可能沒有次級市場。你可以減少非交易所買賣產品的曝險之方法可能只有與交易對手磋商及要求提早終止交易。你可能因而需繳付行政費及所有其他費用。再者，提早終止交易的條款及細則可能會對你不利。

9. Potential Conflicts of Interest
潛在的利益衝突

We will conduct transactions as principal or as agent in the relevant OTC market where the OTC product is traded, including the buying and selling of the OTC product. These trading activities may affect (positively or negatively) the value of the OTC product at any point in time.

本公司可能將會以主事人或代理人的身份於相關非交易所市場進行非交易所買賣產品的交易，包括買入或出售非交易所買賣產品。該等交易行為可能會於任何時候正面或負面地影響非交易所買賣產品的價值。

RISK OF OVER-THE-COUNTER DERIVATIVE PRODUCT

非交易所買賣衍生產品風險

Most risks of exchange traded derivative products will also apply to OTC derivative products. In addition, the following additional risks of OTC derivative products should be noted.

大部份交易所買賣的衍生產品涉及的風險亦適用於非交易所買賣衍生產品。此外，你應注意下列額外的非交易所買賣衍生產品風險。

1. Market Risk
市場風險

Option embedded in OTC derivative product carries high risk. Upon maturity, loss may incur as a result of market price or interest rate movement. You should understand that in case of equity-linked products, you may lose principal in the worst scenario. In the event of principal-protected product, you may lose the non-principal-protected portion. We give no guarantee as to the return on the product upon maturity. You should carefully assess the investment prior to entering into the transaction and pay attention to the impact on option resulting from the movement of the underlying assets.

非交易所買賣衍生產品所含之選擇權具高度風險，於成交至結算日間可能因市場價格或利率波動產生損失。你應瞭解於到期時股權連結產品於最壞情況下可能會損失本金。保本型產品最大可能損失為非約定保本部分之交易價金。本公司不保證產品之到期報酬。你於進行交易前應詳細評估投資標的，注意相關資產價格波動對選擇權的影響。

2. Credit Risk
信用風險

Attention should be paid to issuers' credit rating that is formulated in accordance with the issuers' scale, gearing ratio, liquidity, and profit and loss. You should review the issuers' credit risk and risk tolerance. Where credit risk of the issuer is materialized, you may lose your principal.

你應注意發行人之信用評等，信用評等乃根據發行人之規模、負債比率、流動資金及盈餘表現等因素而定。你於交易前應詳細評估發行人之信用風險及可承受風險程度，如遇發行人發生信用風險，你可能遭受本金之損失。

3. Early Termination Risk
提前解約風險

In case of early termination, the terms regulating profit and loss upon maturity set out in the trading contract will no longer apply. You may be personally liable for penalty up to certain extent. Issuers and/or we will not warrant that you will receive the principal in whole upon early termination.

若於契約未到期前你提出解約申請，則交易契約中所訂定的各項到期損益計算條款均無法適用，且需自行承擔一定程度之違約金，發行人及/或本公司不保證提前解約原始投資金額之無損。

4. Liquidity Risk
流動性風險

If the product is less liquid, there exists significant difference between the actual transaction price and the unit price of the contract. Where you terminate the contract early, you may suffer loss in principal. It requires you to take the product until maturity, if the market becomes entirely illiquid.

產品如不具備充分之市場流動性，契約之實際交易價格可能會與契約本身之單位資產價值產生顯著的價差，你若於產品到期前提前解約，可能損及原始投資金額，甚至一旦市場完全喪失流動性後，你需持有該產品至到期日。

5. Exchange Rate Risk
匯兌風險

If you make investment in the product with currency other than that denominated, you should pay attention to the risk that upon return of the investment principal, you will receive the amount less than that you paid when making investment if the invested principal is converted into another currency. We will not forecast the trend of foreign exchange rate.

若你於投資之初係以非以產品計價幣別之其他幣別資金承作產品者，需留意產品計價幣別之原始投資本金返還時，轉換回其他幣別資產時將可能產生低於投資本金之匯兌風險。本公司不對未來匯率走勢作任何臆測。

6. Interest Rate Risk
利率風險

You should be aware that should the product make investment in fixed income product with the fund you invested, the price is subject to the interest rate trend. When interest rate rises, the market value of the fixed income product will go down and it may result in loss. In the event of interest rate going down, the market value of fixed income product will go up and you may earn extra return.

你應瞭解，承作產品取得之交易價金若投資於固定收益產品時，其價格將受到利率走勢影響。當利率上升，固定收益產品之市場價格將會下跌，而可能產生損失；若利率下降，固定收益產品之市場價格將會上漲，則有可能獲得額外收益。

RISK OF ELECTRONIC SERVICE

電子服務風險

If you execute trade via electronic service system provided by us, you will be exposed to risks associated with the system thereof including, without limitation, its failure of hardware and software. Your instructions will not be executed as a result of the failure of the system. In addition, instructions given or transactions conducted through the electronic service system may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to unpredictable traffic congestion or other reasons. Further, communications and personal data may be intercepted by unauthorized third parties.

如果你透過本公司提供的電子服務系統進行買賣，你得承受其可能帶來的所有風險，包括但不限於，電子服務系統之硬件或軟件失靈的風險。系統失效可能會導致你的指令無法執行。此外，透過電子服務系統發出的指示或進行的交易可能會由於無法預計的通訊量或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸。同時，未經授權的第三方可能獲得你的通訊及個人資料。

Part J 癸部：THE CLIENT'S ACKNOWLEDGEMENT AND DECLARATIONS 客戶確認及聲明

1. I/We, the undersigned, hereby confirm that the information above given is true, correct and complete and authorize you to verify the same from any source it may consider fit. I/We also undertake to notify you immediately of any changes to the above information.
本人／吾等，下列簽署人，確認上述資料乃屬真實、正確及完整，並授權貴公司可向任何方面證實。本人／吾等亦承諾如上述資料有任何改變，會立即通知貴公司。
2. I/We acknowledge and declare that I/we have been provided with a copy of and carefully read and agreed to be bound by:-
本人／吾等確認及聲明，本人／吾等已獲提供：
(i) "Mandate for Fax Instructions".
《傳真指示作業指令》乙份及已詳細閱讀其條文，並同意受其約束。
(ii) "Terms and Conditions of Securities Account".
《證券賬戶章則及條款》乙份及已詳細閱讀其條文，並同意受其約束。
(iii) "Personal Data Privacy Policy Statement".
《個人資料私隱政策聲明》乙份及已詳細閱讀其條文，並同意受其約束。
3. I/We hereby confirm that the Risk Disclosure Statement set out herein has been provided in the language of our choice (English or Chinese); and I/we have been invited to read the Risk Disclosure Statement, ask questions and take independent advice if I/we wish. I/We have understood that they are not and cannot be taken as a comprehensive or exhaustive list of all potential risks.
本人／吾等確認載於開戶表格的風險披露聲明已按照本人／吾等選擇的語言（英文或中文）提供，且已獲邀請細閱風險披露聲明，提出問題及徵求獨立的意見（如本人／吾等有此意願）。本人／吾等明白他們不是而且不能被當作一份完全或徹底列舉所有潛在風險的清單。
4. I/We further confirm and acknowledge that I/we have been advised by you in respect of the risks associated with the listed derivative/structured products and over-the-counter derivative/ structured products and fully understand the nature and the risks thereof. I/We determine to make investment in the listed derivative/ structured products or over-the-counter derivative/ structured products and shall be personally liable to all loss and damages arising out of the investment in the same. I/We understand you accept no liability for any loss and damages suffered or sustained by me/us in relation to the investment in the relevant products.
本人／吾等進一步確認及承認，貴公司已向本人／吾等解釋涉及交易所買賣的衍生／結構性產品及非交易所買賣的衍生／結構性產品的風險。本人／吾等完全明白其性質及風險。本人／吾等決定投資於交易所買賣的衍生／結構性產品或非交易所買賣的衍生／結構性產品，並自行承擔所有投資於上述產品的損失及損害。本人／吾等明白，貴公司對本人／吾等投資有關產品而蒙受的任何損失及損害毋須承擔任何責任。
4. I am / We are over 18 years of age, and am/are not the U.S. Person, residents in or citizens of the United States of America.
本人／吾等已年滿十八歲，而且並非美籍人士、美國居民或美國公民。
5. I/We have been advised to seek independent professional advice on the terms and conditions set out in documents applicable to the account(s) to be opened prior to the signing of this Account Opening Form.
本人／吾等獲建議，本人／吾等應該就適用於開立賬戶的所有文件的條款及細則於簽署本開戶表格前尋求獨立的專業意見。
6. I/We understand and confirm that the Chinese version of this Account Opening Form and all other related documents are for reference only and that the English version thereof will prevail if there is discrepancy between the two versions.
客戶明白及確認本開戶表格及其他有關文件的中文版本僅供參考，倘若中英文版本存在差異，將以英文版本為準。

Individual/Principal Client's Signature 個人／主要客戶簽署

Joint Client's Signature 聯名客戶簽署

Date 日期：_____

(DD/MM/YY) (日/月/年)

Joint Client's Signature 聯名客戶簽署

Part K 子部：CERTIFICATE OF ATTESTATION 見證簽署證明書**(APPLICABLE TO NON FACE TO FACE ACCOUNT OPENING PROCEDURES 適用於非親身進行的開戶程序)**

I hereby certify that 本人謹此證明： -

- ☐ this Account Opening Form is signed by the person(s) who is identified by production of his/her/their identification document(s) particularized in Part J of this Account Opening Form.
本開戶表格由出示本開戶表格癸部載列的身分證明文件，並據其識別身分的人士，於本人面前簽署。

Signature 簽署

Name 姓名

Date 日期：(DD/MM/YY) (日/月/年)

* Profession / Title 所屬專業 / 職銜

Contact Details 聯絡資料

* Justice of the Peace, Branch Manager of licensed bank, Certified Public Accountant, Lawyer or Notary Public.
太平紳士、持牌銀行分行經理、執業會計師、律師或公證人。

For Internal Use Only 僅供內部使用

I, licensed representative, hereby declare and confirm that I have provided the Risk Disclosure Statement annexed hereto in a language of the Client(s)' choice (English or Chinese) and invited the Client(s) to read the Risk Disclosure Statement, ask questions and take independent advice if the Client(s) wish(es).

本人為持牌代表，並謹此聲明及確認本人已按照上述客戶所選擇的語言（中文或英文）提供附於本表的風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見（如客戶有此意願）。

Signature of Licensed Person 持牌人簽署

Name of Licensed Person

持牌人姓名：_____

please print 請用正楷

Date 日期：(DD/MM/YY) (日/月/年)

CE Number

中央編號：_____

please print 請用正楷

Checked by:

Approved by:

Signature 簽署

Date 日期：_____

(DD/MM/YY) (日/月/年)

Signature 簽署

Date 日期：_____

(DD/MM/YY) (日/月/年)

FIRST SECURITIES (HK) LIMITED
第一證券(香港)有限公司

Account No.
賬戶號碼:

(A corporation licensed by the Securities and Futures Commission of Hong Kong to carry on Type 1 (dealing in securities) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
(一家根據《證券及期貨條例》(香港法律第571章)獲發牌進行第一類(證券交易)及第九類(提供資產管理)受規管活動的業務之持牌法團)

Central Entity (CE) Number 中央編號: AAA347
Business Address 營業地址: Rooms 1708-1710, 17/F, China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong
香港中環德輔道中141號中保集團大廈17樓1708-1710室

SUPPLEMENTAL ACCOUNT OPENING FORM (FOR JOINT CLIENT)
補充開戶表格 (聯名客戶適用)

Part A 甲部: JOINT CLIENT'S INFORMATION 聯名客戶資料

Name (English / Chinese) 姓名(英文 / 中文)		
ID/Passport No 身分證 / 護照號碼	Place of Issue 簽發地	
Nationality / Citizenship 國籍 / 公民	Date of Birth 出生日期	
Residential Address 住宅地址		
Correspondence Address (if not the same as above) 通訊地址 (如與上述地址不同)		
Residential Phone No. 住宅電話	Fax No. 傳真號碼	
Mobile Phone No. 流動電話號碼	E-Mail Address 電郵地址	
Name of Employer 僱主名稱	Years of Service 服務年資	Position 職位
Office Address 辦公地址		
Office Phone No. 辦公電話	Nature of Business of Employer 僱主業務性質	Fax No. 傳真號碼

* Please complete Supplemental Account Opening Form. 請填具補充開戶表格。

Part B 乙部: FINANCIAL PROFILE 財務概況

<ul style="list-style-type: none">● Annual Income (Please tick one box) 每年總收入 (請勾選一項)<ul style="list-style-type: none"><input type="checkbox"/> Under 少於 US \$20,000<input type="checkbox"/> US \$20,000 ~ US \$49,999<input type="checkbox"/> US \$50,000 ~ US \$99,999<input type="checkbox"/> US \$100,000 or above 或以上	<ul style="list-style-type: none">● Residence (Please tick one box) 住屋 (請勾選一項)<ul style="list-style-type: none"><input type="checkbox"/> Self-owned (subject to mortgage) 自置物業 (有按揭)<input type="checkbox"/> Self-owned (no mortgage) 自置物業 (無按揭)<input type="checkbox"/> Rent 租用物業
<ul style="list-style-type: none">● Source of income (can choose one or more) 收入來源 (可勾選多項)<ul style="list-style-type: none"><input type="checkbox"/> Salary / Commission 薪金 / 佣金<input type="checkbox"/> Savings 儲蓄<input type="checkbox"/> Dividend / Interest 股息/利息<input type="checkbox"/> Business Profit 業務溢利<input type="checkbox"/> Investment Return 投資獲利<input type="checkbox"/> Rent 租金	<ul style="list-style-type: none">● Origins of Fund (Please tick at least one box) 資金來源地 (請勾選至少一項)<ul style="list-style-type: none"><input type="checkbox"/> Hong Kong 香港<input type="checkbox"/> Taiwan 台灣<input type="checkbox"/> China 中國<input type="checkbox"/> Singapore 新加坡<input type="checkbox"/> USA 美國<input type="checkbox"/> Others 其他: _____
<ul style="list-style-type: none">● Liquid Assets (Please tick one box) 流動資產 (US\$) (請勾選一項)<ul style="list-style-type: none"><input type="checkbox"/> <10,000<input type="checkbox"/> 10,001 – 100,000<input type="checkbox"/> 100,001 – 500,000<input type="checkbox"/> 500,001 – 1,000,000<input type="checkbox"/> >1,000,001	<ul style="list-style-type: none">● Total net worth 資產淨值: _____ US \$ _____

Part C 丙部: INVESTMENT EXPERIENCE 投資經驗

Please choose the years of investment experience of each investment product 請勾選每一投資產品的投資年期 (Please provide relevant documentary proof 請提供有關證明文件)					
Type of Investment Product 投資產品類型	Years of Investment Experience 投資年期				
	Nil 無	< 3 years 三年以下	3 to 5 years 三至五年	5 to 10 years 五至十年	>10 years 十年以上
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Others 其他: _____					

*The above type of investment product belongs to high risk and/or extremely high risk categories. 上述投資產品類型屬於「高風險」及/或「極高風險」類別。

Part D 丁部：ASSESSMENT OF CLIENT'S KNOWLEDGE OF DERIVATIVE PRODUCTS**客戶對衍生性產品的認識之評估 (Please provide relevant documentary proof 請提供有關證明文件)**

The following questionnaire is designed to ensure the provision of our services to you in respect of derivative products is in compliance with our obligations under paragraph 5.1A of the Code of Conduct.
以下問卷為確保本公司向你提供有關衍生性產品之服務已遵照《操守準則》項下第 5.1A 段的責任。

1. Have you undergone any training or attended courses (whether online or classroom courses) on derivative products offered by any academic institution or financial institution?
請問你是否曾接受由任何學術或金融機構舉辦有關衍生性產品的任何培訓或修讀相關課程(不論是網上或教室課程)?

☐ No 否 ☐ Yes 是 (please insert details below 請提供下列資料)

Name of the academic institution or financial institution: 學術或金融機構的名稱: _____

Name of the course: 課程的名稱: _____

2. Do you have any current/previous working experiences related to derivative products?
請問你現在/過去的工作經驗是否與衍生性產品有關?

☐ No 否 ☐ Yes 是 (please insert details below 請提供下列資料)

Name of employer 僱主名稱: _____ Position 職稱: _____

Year(s) of working experiences which relate(s) to derivative products 就衍生性產品有關工作經驗之年期: _____ year(s)年

3. We will refer to Part E to assess your prior trading experience in derivative products. 本公司將參照戊部，以評估你投資衍生性產品的經驗。

For Internal Use Only 僅供內部使用**Investor Characterization 投資者分類**


Characterization 投資者分類	Investor Characterization Result 分類結果
<input type="checkbox"/>	You are characterized as a client without knowledge of derivatives. 你被評估為對衍生性產品 沒有 認識。
<input type="checkbox"/>	You are characterized as a client with knowledge of derivatives. 你被評估為對衍生性產品 有 認識。

Part E 戊部：THE CLIENT'S ACKNOWLEDGEMENT AND DECLARATIONS 客戶確認及聲明

1. I/We, the undersigned, hereby confirm that the information above given is true, correct and complete and authorize you to verify the same from any source it may consider fit. I/We also undertake to notify you immediately of any changes to the above information.
本人/吾等，下列簽署人，確認上述資料乃屬真實、正確及完整，並授權貴公司可向任何方面證實。本人/吾等亦承諾如上述資料有任何改變，會立即通知貴公司。

2. I/We further confirm and acknowledge that I/we have been advised by you in respect of the risks associated with the listed derivative/structured products and over the counter derivative/ structured products and fully understand the nature and the risks thereof. I/We determine to make investment in the listed derivative/ structured products or over the counter derivative/ structured products and shall be personally liable to all loss and damages arising out of the investment in the same. I/We understand you accept no liability for any loss and damages suffered or sustained by me/us in relation to the investment in the relevant products.
本人/吾等進一步確認及承認，貴公司已向本人/吾等解釋涉及交易所買賣的衍生/結構性產品及非交易所買賣的衍生/結構性產品的風險。本人/吾等完全明白其性質及風險。本人/吾等決定投資於交易所買賣的衍生/結構性產品或非交易所買賣的衍生/結構性產品，並自行承擔所有投資於上述產品的損失及損害。本人/吾等明白，貴公司對本人/吾等投資有關產品而蒙受的任何損失及損害毋須承擔任何責任。

3. I/We hereby further confirm that this Supplemental Account Opening Form shall form and constitute an integral part of the Account Opening Form duly signed by me/us and other joint account holder(s).
本人/吾等謹此進一步確認，本補充開戶表格構成由本人/吾等及其他聯名帳戶持有人妥為簽署的開戶表格的組成部份。



Joint Client's Signature 聯名客戶簽 _____ Date 日期: _____ (DD/MM/YY) (日/月/年)

Please attach this Supplemental Account Opening Form with your Account Opening Form (Individual / Joint Account) (if applicable)

此補充開戶表格須連同開戶表格(個人/聯名賬戶)一併遞交 (如適用者)

個人/聯名戶 – 預備文件

1. 身分證明文件 (認證副本)
2. 地址證明
 - ☒ 最近三個月內
 - ☒ 例如：銀行、保險及公用事務帳單

∞ 註：每位聯名客戶需提供上述項目 1 及 2 (聯名客戶適用)

◆ 注意：所有認證副本須經由持牌代表或專業的獨立第三方（如：執業會計師、律師、公證人或該集團公司內部之專業人士）簽署確認影本與正本相符。

有效的認證需包含以下資料：

- 1 註明該副本是原件的真實副本 ("Hereby certify this is a true copy of the Original.")
- 2 認證者的簽名
- 3 認證者的英文全名(需與身份證或護照相同)
- 4 認證者的職位/執照號碼或會員號碼
- 5 認證日期

個人/聯名戶 – 簽署文件

- | | |
|--------------------|------------------------------|
| 1 開戶表格 – 個人/聯名帳戶 | 7 確認和同意書 – 香港投資者識別碼制度 |
| 2 補充開戶表格 (聯名客戶適用) | 8 常設授權 – 客戶款項 |
| 3 簽收回執及聲明 | 9 W8BEN |
| 4 投資風險分析問卷 | 10 FATCA 外國帳戶稅務合規補充 – 個人 |
| 5 共同匯報標準 – 個人 | 11 風險披露聲明書 – 交易所買賣衍生產品 (如適用) |
| 6 確認和同意書 – 中港通北向交易 | |

∞ 註：每位聯名客戶各自簽署上述項目 2 至 11 (聯名客戶適用)

個人/聯名戶 – 簽收確認[^]

- 1 第一證券 – 銀行帳戶一覽表
- 2 第一證券 – 中華通補充條款及細則
- 3 第一證券 – 證券帳戶章則及條款
- 4 第一證券 – 交易所買賣衍生產品的風險披露
- 5 第一證券 – 自我證明表格內採用的名詞及措辭釋義

個人/聯名戶 – 聲明*

Is any of the beneficial owner(s) a Politically Exposed Person[#] ("PEP") or his/her family member or close associate?

任何此帳戶最終權益擁有人，是否為政治人物[#] 或其家庭成員或關係密切的人？

☐

YES. Name of the PEP 是，政治人物姓名 _____

☐

NO 否

[#] : PEP is an individual (i.e., Individual account holder or ultimate beneficial owner, shareholder, director, or authorized person for corporate account) who is or has been entrusted with a prominent public function, including a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a state-owned corporation and an important political party official. It also includes his/her spouse, child, parent and a close associate.

[#] : 政治人物是指目前或以往曾經擔任重要公職 (例如：國家元首、政府首長、資深從政者、高級政府官員、高級司法或軍事官員、國有企業的高級行政人員及重要政黨幹事) 的人士 (即個人戶或公司戶的最終實益擁有人/股東/董事/授權人)，並包含該政治人物之配偶/子女/父母/關係密切的人。

吾/吾等確同意並簽收[^]上述項目 1 至 5，並確認上述之聲明*。

客戶姓名： _____

日期： _____

Investment Risk Analysis Questionnaire
投資風險分析問卷

Account Name:

賬戶名稱：_____

Account Number

賬戶號碼：_____

Client Questionnaire 客戶問卷**Please select one option best describing the Client's conditions****請選擇最能確切反映客戶狀況之選項**

1. (i) Age of the Client 客戶的年齡 (Applicable to Individual Client 適用於個人客戶)

- | | | | | | |
|-----------------------------------|-----------|--------|-----------------------------------|-----------|--------|
| <input type="checkbox"/> below 31 | 31歲以下 | ([20]) | <input type="checkbox"/> 31 to 40 | 31 至 40 歲 | ([25]) |
| <input type="checkbox"/> 41 to 50 | 41 至 50 歲 | ([15]) | <input type="checkbox"/> 51 to 60 | 51 至 60 歲 | ([10]) |
| <input type="checkbox"/> 61 to 65 | 61 至 65 歲 | ([0]) | <input type="checkbox"/> over 65 | 65歲以上 | ([-5]) |

(ii) Year of establishment of the Client 客戶成立年期 (Applicable to Corporate Client 適用於公司客戶)

- | | | | | | |
|---|-----------|--------|---|-----------|--------|
| <input type="checkbox"/> below 5 years | 5 年以下 | ([0]) | <input type="checkbox"/> 5 to 10 years | 5 至 10 年 | ([10]) |
| <input type="checkbox"/> 11 to 15 years | 11 至 15 年 | ([15]) | <input type="checkbox"/> 16 to 20 years | 16 至 20 年 | ([20]) |
| <input type="checkbox"/> above 20 years | 超過 20 年 | ([25]) | | | |

2. What the Client's investment experience is 客戶有多久的投資經驗

- | | | | | | |
|---|---------|--------|---|----------|--------|
| <input type="checkbox"/> More than 10 years | 多於 10 年 | ([25]) | <input type="checkbox"/> Between 5 and 10 years | 5 至 10 年 | ([15]) |
| <input type="checkbox"/> Less than 5 years | 少於 5 年 | ([10]) | <input type="checkbox"/> No experience | 沒有經驗 | ([5]) |

3. In what time frame the Client wishes to achieve the investment objectives 客戶預期多久之內達成投資目標

- | | | | | | |
|---|-----------|--------|--|----------|--------|
| <input type="checkbox"/> Less than 1 year | 少於 1 年 | ([25]) | <input type="checkbox"/> 1 to 3 years | 1 至 3 年 | ([20]) |
| <input type="checkbox"/> 3 to 5 years | 3 至 5 年 | ([15]) | <input type="checkbox"/> 5 to 10 years | 5 至 10 年 | ([10]) |
| <input type="checkbox"/> 10 to 25 years | 10 至 25 年 | ([0]) | | | |

4. Whether the Client has ever invested in stocks or stock mutual funds 客戶曾否投資股票或股票互惠基金

- | | | | |
|---|--------|---|-------|
| <input type="checkbox"/> Yes, and the Client was comfortable with the risk
曾經投資，而客戶亦可承受有關風險 | ([25]) | <input type="checkbox"/> Yes, but the Client was uncomfortable with the risk
曾經投資，但客戶對有關風險感到不安 | ([5]) |
| <input type="checkbox"/> No, but it would be comfortable with the risk if the Client did not invest, but the Client believes it can bear the risk
(Please jump to Question 6 請跳至問題6) | ([15]) | <input type="checkbox"/> No, and it would be uncomfortable with the risk if the Client did not invest, but the Client believes it can bear the risk
(Please jump to Question 6 請跳至問題6) | ([0]) |

5. On average, how many transactions (buy and sell) the Client would initiate each year 客戶平均一年內進行多少次買/賣的交易

- | | | | | | |
|---|--------|--------|---|----------|--------|
| <input type="checkbox"/> More than 100 | 多於 100 | ([25]) | <input type="checkbox"/> Between 51 and 100 | 51 至 100 | ([20]) |
| <input type="checkbox"/> Between 5 and 50 | 5 至 50 | ([10]) | <input type="checkbox"/> Less than 5 | 少於 5 | ([0]) |

6. Which of the following return-loss scenarios would be most attractive to the Client 客戶認為下列哪項回報-損失方案對客戶最具吸引力

- | | | | |
|---|--------|---|--------|
| <input type="checkbox"/> Between a loss of 2% and a gain of 10%
損失 2% 至回報 10% 之間 | ([5]) | <input type="checkbox"/> Between a loss of 10% and a gain of 20%
損失 10% 至回報 20% 之間 | ([15]) |
| <input type="checkbox"/> Between a loss of 20% and a gain of 40%
損失 20% 至回報 40% 之間 | ([20]) | <input type="checkbox"/> Between a loss of 50% and a gain of 100%
損失 50% 至回報 100% 之間 | ([30]) |

7. What percentage of the Client's assets will be put in investments with higher risk (e.g. warrants, futures etc.) 客戶會把多少比例的資產投資於較高風險的投資項目(如：認股權證、期貨等)

- | | | | | | |
|--|----------|--------|--|----------|--------|
| <input type="checkbox"/> Less than 25% | 少於 25% | ([5]) | <input type="checkbox"/> Between 25 to 50% | 25 至 50% | ([15]) |
| <input type="checkbox"/> Between 51 to 75% | 51 至 75% | ([25]) | <input type="checkbox"/> More than 75% | 多於 75% | ([30]) |

8. What is the primary purpose for the Client to transact business with the First Securities (HK) Limited 客戶與第一證券(香港)有限公司往來的主要目的					
<input type="checkbox"/> Savings 存款	([0])	<input type="checkbox"/> Investment 投資	([25])		
<input type="checkbox"/> Wealth Planning 財富規劃	([15])	<input type="checkbox"/> No particular reason 沒有特別原因	([10])		
9. How often the Client will review investment portfolio in the future 客戶多久檢視一次客戶的投資組合					
<input type="checkbox"/> Several times a day 每天數次	([25])	<input type="checkbox"/> At least once a week 至少每週乙次	([15])		
<input type="checkbox"/> At least once a quarter 至少每季乙次	([5])	<input type="checkbox"/> At least once a year 至少每年乙次	([0])		

Risk Tolerance Confirmation 投資風險承受度確認書

1. Result of the Client Risk Tolerance Test 客戶之風險承受度的評估結果為

- ☐ Aggressive 進取型 【 Score得分 ≥ [191] 】
- ☐ Growth 增長型 【 [161] ≤ Score得分 ≤ [190] 】
- ☐ Balanced 平衡型 【 [141] ≤ Score得分 ≤ [160] 】
- ☐ Moderate 中度型 【 [101] ≤ Score得分 ≤ [140] 】
- ☐ Conservative 保守型 【 Score得分 ≤ [100] 】

2. Explanatory Note 註釋

- (i) Aggressive 進取型
Where the Client is assessed as Aggressive type, the Client shall be considered to be capable of tolerating extremely high risk and is suitable to make investment in products with high level of volatility. 當客戶被評估為進取型，客戶將被視作可承受高風險投資及適合投資波動幅度極高的產品。
- (ii) Growth 增長型
Where the Client is assessed as Growth type, the Client shall be taken as being capable to accept growth of capital with high risk and price fluctuation. 當客戶被評估為增長型，客戶將被視作可接受高風險投資及價格波動，並且有資本增值的投資。
- (iii) Balanced 平衡型
In the event of the Client being assessed as Balanced type, the Client shall be taken as being capable of absorbing medium risk and is suitable to make investment in products with medium level of volatility. 當客戶被評定為平衡型，客戶將被視作可吸納中度風險投資及適合投資波動幅度中等的產品。
- (iv) Moderate 中度型
Where the Client is assessed as Moderate type, the Client shall be taken as being capable to accept some returns of Client's investments with low risk and price fluctuation. 當客戶被評估為中度型，客戶將被視作可接受低風險投資及價格波動，並有一些的投資回報。
- (v) Conservative 保守型
When the Client is assessed as Conservative type, the Client shall be considered to be capable of undertaking a conservative level risk and products with low level of volatility is suitable to the Client. 當客戶被評定為保守型，客戶將被視作可承擔保守程度風險投資及具低等波動幅度的投資產品會適合於此類型客戶。

Client's Declaration 客戶聲明

1. I/We confirm and acknowledge that the above questionnaire is completed by me/us personally and on our own judgment and the completion thereof is not relied on any representation from you. 我/吾等確認及承認，我/吾等親身及依賴自身的判斷完成上述問卷，而並非依賴貴司的任何陳述。
2. I/We further confirm and acknowledge that I/we have been given adequate time to consider and review the options set out in the above questionnaire before its completion. 我/吾等進一步確認及承認，我/吾等於完成上述問卷前已被給予足夠的時間去考慮及檢視上述問卷的選項。
3. I/We undertake to notify you forthwith in the event that the above options selected no longer represent my/our true, accurate and updated circumstances. 我/吾等承諾，當上述被勾選的選項不再代表我/吾等的真實、確切及最新的情況時，我/吾等會即時通知貴司。

Client's Signature(s) and Company Chop (if any) 客戶簽署及公司圖章(如有)

Dated 日期: _____ (DD/MM/YY) (日/月/年)

For Internal Use Only		
Handled By	Verified By	Approved By
Date	Date	Date

Important Notes 重要提示

- This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction. 這是由帳戶持有人向申報財務機構提供的自我證明表格，以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- An account holder should report all changes in his/her tax residency status to the reporting financial institution. 如帳戶持有人的稅務居民身分有所改變，應盡快將所有變更通知申報財務機構。
- All parts of the form must be completed (unless not applicable of otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (*) are required to be reported by the reporting financial institution to the Inland Revenue Department. 除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號(*)的項目為申報財務機構須向稅務局申報的資料。

Please read Instructions in below websites before completing this form 請在填寫本表格前細閱以下連結之指示：

Frequently Asked Questions 常見問題：http://www.ird.gov.hk/eng/faq/dta_aeoi.htm (English 英語)；http://www.ird.gov.hk/chi/faq/dta_aeoi.htm (Chinese 中文)

Meaning of terms and expressions 措辭釋義：<http://www.ird.gov.hk/eng/pdf/2016/terms.pdf> (English 英語)；<http://www.ird.gov.hk/chi/pdf/2016/terms.pdf> (Chinese 中文)

Part 1 第一部：Identification of Individual Account Holder 個人帳戶持有人的身分識別資料

For joint or multiple account holders, complete a separate form for each individual account holder. 對於聯名帳戶或多人聯名帳戶，每名個人帳戶持有人須分別填寫一份表格

Name of Account Holder 帳戶持有人的姓名	Title 稱謂： <input type="checkbox"/> Mr 先生 <input type="checkbox"/> Mrs 太太 <input type="checkbox"/> Ms 女士 <input type="checkbox"/> Miss 小姐 <small>Please tick where applicable 請在適當的地方加上剔號</small>		
	* Last Name or Surname 姓氏	* First or Given Name 名字	Middle Name(s) 中間名
	Business Name (Sole Traders Only) 公司名稱(只適用於獨資業務)		
Hong Kong Identity Card or Passport Number 香港身份證或護照號碼			
Current Residence Address 現時住址	e.g. Suite, Floor, Building, Street, District 例如：室、樓層、大廈、街道、地區		
	* City 城市		
	e.g. Province, State 例如：省、州		
	* Country 國家		
	Post Code/ZIP Code 郵政編碼/郵遞區號碼		
Mailing Address 通訊地址 <small>Complete if different to the current residence address 如通訊地址與現時住址不同， 填寫此欄</small>	e.g. Suite, Floor, Building, Street, District 例如：室、樓層、大廈、街道、地區		
	* City 城市		
	e.g. Province, State 例如：省、州		
	* Country 國家		
	Post Code/ZIP Code 郵政編碼/郵遞區號碼		
*Date of Birth 出生日期	dd/mm/yyyy 日/月/年	Place of Birth 出生地點	County 國家

***Part 2 第二部：Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent (“TIN”)
居留司法管轄區及稅務編號或具有等同功能的識別編號（以下簡稱「稅務編號」）**

Complete the following table indicating 提供以下資料，列明：

- (a) the jurisdiction of residence (including Hong Kong) where the account holder is a resident for tax purposes; and 帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區（香港包括在內）；及
- (b) the account holder's TIN for each jurisdiction indicated. Indicate all (not restricted to five) jurisdictions of residence. 該居留司法管轄區發給帳戶持有人的稅務編號。列出所有（不限於 5 個）居留司法管轄區。

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number. 如帳戶持有人是香港稅務居民，稅務編號是其香港身份證號碼。

If a TIN is unavailable, provide the appropriate reason A, B or C: 如沒有提供稅務編號，必須填寫合適的理由：

Reason A – The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents.

理由 A – 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號

Reason B – The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason.

理由 B – 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

Reason C – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

理由 C – 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

Jurisdiction of Residence 居留司法管轄區	TIN 稅務編號	Enter Reason A, B or C if no TIN is available 如沒有提供稅務編號，填寫理由 A、B 或 C
(1)		
(2)		
(3)		
(4)		
(5)		

**Explain why the account holder is unable to obtain a TIN if you have selected Reason B
如選取理由 B，解釋帳戶持有人不能取得稅務編號的原因**

Note: First Securities (HK) Limited is unable to provide advice about your tax residency. If you have any questions, please consult your tax adviser or domestic tax authority.
註：第一證券(香港)有限公司未能提供有關閣下納稅居住地的意見。如有任何疑問，請與閣下的稅務顧問或當地稅務機關聯絡。

Part 3 第三部：Declarations and Signature 聲明及簽署

- I acknowledge and agree that (a) the information contained in this form is collected and may be kept by The First Securities (HK) Limited (“FSHK”) for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by FSHK to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112). 本人知悉及同意，第一證券(香港)有限公司（「第一證券」）可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文，(a) 收集本表格所載資料並可儲存作自動交換財務帳戶資料用途及(b)把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。
- I certify that I am the account holder (or I am authorized to sign for the account holder) of all the account(s) currently held with FSHK by the individual identified in Part 1 of this form. 本人證明，就有關本表格第 1 部所述的個人現於第一證券持有的所有帳戶，本人是帳戶持有人(或本人獲帳戶持有人授權代其簽署)。
- I undertake to advise FSHK of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide FSHK with a suitably updated self-certification form within 30 days of such change in circumstances. 本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人稅務居民身分，或引致本表格所載的資料不正確，本人會通知第一證券，並會在情況發生改變後 30 日內，向第一證券提交一份已適當更新的自我證明表格。
- I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete. 本人聲明本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

Name 姓名	Signature 簽署
Account Number 帳戶號碼	
# Capacity 身分	
Date 日期 (dd/mm/yyyy 日/月/年)	

Indicate the capacity if you are not the individual identified in Part 1. If signing under a power of attorney, attach a certified copy of the power of attorney. 如你不是第 1 部所述的個人，說明你的身分。如果你是以受權人身分簽署這份表格，須夾附該授權書的核證副本。

WARNING 警告：

It is a serious offence under the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. Heavy penalty may apply upon conviction. 根據《稅務條例》，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬嚴重罪行。一經定罪，可致罰款。

Acknowledgement and Consent

I/We hereby acknowledge I/We have read and understand the content of the Personal Information Collection Statement Concerning China Stock Connect Northbound Trading of First Securities (HK) Limited ("FSHK"). By ticking the box below, I/We signify my/our consent for FSHK to use my/our personal data on the terms of and for the purposes set out in the Personal Information Collection Statement Concerning China Stock Connect Northbound Trading.

☐ I/We agree that FSHK use of my/our personal data for the purposes set out in the Personal Information Collection Statement Concerning China Stock Connect Northbound Trading.

Client Signature: _____

Account Number: _____

Client Name: _____

Date: _____

Personal Information Collection Statement Concerning China Stock Connect Northbound Trading

Processing of Personal Data as part of the China Stock Connect Northbound Trading

You acknowledge and agree that in providing our China Stock Connect Northbound Trading Service to you, First Securities (HK) Limited ("FSHK") will be required to:

- (i) tag each of your orders submitted to the China Stock Connect ("CSC") with Broker-to-Client Assigned Number ("BCAN") that is unique to you or your joint account with us, as appropriate (for you having a joint account); and
- (ii) provide to the Exchange your assigned BCAN and such identification information ("**Client Identification Data**" or "**CID**") relating to you as the Exchange may request from time to time under the Rules of the Exchange.

Without limitation to any notification we have given you or consent we have obtained from you in respect of the processing of your personal data in connection with your account and our services to you, you acknowledge and agree that we may collect, store, use, disclose and transfer personal data relating to you as required as part of our China Stock Connect Northbound Trading Service, including as follows:

- (a) to disclose and transfer your BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating your BCAN when inputting a China Stock Connect Order into the CSC, which will be further routed to the relevant China Stock Connect Market Operator on a real-time basis;
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store your BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Stock Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Stock Connect Market Operator (directly or through the relevant China Stock Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;
- (c) to allow the relevant China Stock Connect Clearing House to: (i) collect, use and store your BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Stock Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use your BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and
- (d) to allow the relevant China Stock Connect Market Operator to: (i) collect, use and store your BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Stock Connect Market through the use of the China Stock Connect Service and enforcement of the rules of the relevant China Stock Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.

By instructing us in respect of any transaction relating to China Stock Connect Securities, you acknowledge and agree that we may use your personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the China Stock Connect Northbound Trading. You also acknowledge that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

Consequences of failing to provide Personal Data or Consent

Failure to provide us with your personal data or consent as described above may mean that we will not, or no longer be able, as the case may be, to carry out your trading instructions or provide you with our China Stock Connect Northbound Trading Service

In Case of Discrepancy between the English Version and Chinese Version, the English Version shall Prevail.

確認和同意

本人/吾等在此確認 本人/吾等已閱讀並理解第一證券(香港)有限公司(“第一證券”)的中華通北向交易個人資料收集聲明的內容。通過勾選下面的方框，本人/吾等表示 本人/吾等同意第一證券根據“個人資料收集聲明”中的條款和目的使用本人/吾等 的個人數據。

☐ 本人/吾等同意第一證券將 本人/吾等之個人資料用於中華通北向交易個人資料收集聲明所載的目的。

客戶簽署:_____ 帳戶號碼:_____

客戶名稱:_____ 日 期:_____

中華通北向交易個人資料收集聲明

處理個人資料作為中華通北向交易的一部分

您/汝等確認並同意在向您/汝等提供中華通北向交易時，第一證券(香港)有限公司(“第一證券”)將被要求：

- (i) 對提交到中華通交易系統的每一個客戶委託，增加一個獨一無二且專屬於客戶的券商客戶編碼（以下簡稱“BCAN”）（適用於客戶持有單一賬戶）或分配給您/汝等的聯名賬戶 BCAN 碼（適用於客戶持有聯名賬戶）；及
- (ii) 向香港交易所提供已經編配給客戶的 BCAN 及相關客戶識別信息（以下稱“客戶識別信息”或“CID”），交易所可根據交易所規則而不時提出要求。

處理您/汝等賬戶相關的個人資料以及向您/汝等提供服務時，在不限第一證券已向您/汝等作出的通知，和已經取得的同意情況下，作為中華通北向交易服務的一部分，您/汝等知悉並同意第一證券可能會收集、儲存、使用、披露並轉交您/汝等的個人資料，包括以下內容：

- (a) 不時向聯交所及其子公司披露及轉交您的 BCAN 及 CID，包括在中華通交易系統輸入委託指令時標明您的 BCAN，並將進一步實時傳遞至相關中華通市場營運者；
- (b) 允許聯交所及其相關子公司：(i) 收集、使用以及儲存您的 BCAN、CID 以及由相關中華通結算機構為市場監測監控目的和執行交易所規則而合併、驗證和配對的 BCAN 和 CID 信息（信息由中華通結算機構或聯交所保存）；(ii) 為符合下文(c)及(d)規定的目的，不時將有關資料（直接或通過相關中華通結算機構）轉交給中華通市場營運者；(iii) 向香港的相關監管機構和執法機構披露有關資料，以協助履行其香港金融市場的法定職能；
- (c) 允許相關中華通結算機構：(i) 收集、使用以及儲存您的 BCAN 和 CID，以促進BCAN和CID的合併、驗證以及BCAN和CID與投資者數據庫的配對，並將相應合併、驗證和配對的BCAN和CID信息提供給相關中華通市場營運者、聯交所及聯交所相關子公司；(ii) 使用您的BCAN和CID來履行其證券賬戶管理的監管職能；(iii) 向有管轄權的內地監管機構及執法機構披露有關資料，以促進履行其內地金融市場的監管、監察及執法職能；
- (d) 允許相關中華通市場營運者：(i) 收集、使用以及存儲您的BCAN和CID，通過使用中華通服務及執行相關中華通市場營運商的規則，以便監察及監察有關中華通市場的證券交易；和(ii) 向內地監管機構和執法機構披露有關資料，以促進履行其內地金融市場的監管、監察及執法職能。

通過向第一證券發出關於中華通證券交易的指示，您知悉並同意，為符合與中華通北向交易相關而不時更新的聯交所要求和規則，第一證券可以使用您的個人資料。您亦知悉，儘管您隨後聲稱撤回同意，但無論在您聲稱撤銷同意之前或之後，您的個人數據仍可繼續存儲、使用、披露、轉移以及其他處理以達到上述目的。

未能提供個人資料或同意的後果

若您/汝等未能向我們提供您的個人資料或上述同意，根據情況我們將不會或不能執行，您/汝等的交易指令或向您提供中華通北向交易服務。

Acknowledgement and Consent

I/We hereby acknowledge I/we have read and understood the content of the Personal Information Collection Statement concerning Hong Kong Investor Identification Regime ("HKIDR") and Over-the-counter Securities Transactions Reporting Regime ("OTCR"). By ticking the box below, I/we signify my/our consent for First Securities (HK) Limited ("FSHK") to use my/our personal data on the terms of and for the purposes set out in the Personal Information Collection Statement concerning HKIDR and OTCR.

☐ I/we agree that FSHK use of my/our personal data for the purposes set out in the Personal Information Collection Statement concerning HKIDR and OTCR.

Client Signature _____ Account Number _____

Client Name _____ Date _____

Personal Information Collection Statement Concerning Hong Kong Investor Identification Regime (HKIDR) and Over-the-counter Securities Transactions Reporting Regime (OTCR)

Processing of Personal Data as part of the HKIDR and OTCR

You acknowledge and agree that in providing our services to you who have placed or propose to place (i) an on-exchange order or (ii) an off-exchange trade reportable to the Stock Exchange of Hong Kong (SEHK) under its rules, in securities listed or traded on SEHK's trading system, and for complying with the rules and requirements of SEHK and the Securities and Futures Commission (SFC), FSHK will be required to:-

- (I) tag each of your orders submitted to the SEHK with Broker-to-Client Assigned Number ("BCAN") which is a unique identification code in the format prescribed by SEHK and generated by FSHK assigned to you or your joint account with us, as appropriate (for you having a joint account); and
- (II) provide to SEHK your assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to you as SEHK may request from time to time under the rules and requirements of SEHK and SFC.

Without limitation to any notification we have given you or consent we have obtained from you in respect of the processing of your personal data in connection with your account and our services to you, you acknowledge and agree that we may collect, store, use, disclose and transfer personal data relating to you as required as part of our services in relation to on-exchange order or off-exchange trade on SEHK, including as follows:-

- (a) disclosing and transferring your BCAN(s) and CID to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- (b) allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
- (c) allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

By instructing us in respect of any transaction relating to on-exchange order or off-exchange trade on SEHK, you acknowledge and agree that we may use your personal data for the purposes of complying with the requirements of SEHK and SFC and its rules as in force from time to time in connection with on-exchange order or off-exchange trade on SEHK. You also acknowledge that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

Note: The terms "BCAN" and "CID" used in this content shall bear the meanings as defined in Paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (Code of Conduct).

Consequences of failing to provide Personal Data or Consent

Failure to provide us with your personal data or consent as described above may mean that we will not, or will no longer be able to, as the case may be, carry out your trading instructions or provide you with securities related services (other than to sell, transfer out or withdraw your existing holdings of securities, if any).

In Case of Discrepancy between the English Version and Chinese Version, the English Version shall Prevail.

確認和同意

本人/吾等確認本人/吾等已閱讀並理解第一證券(香港)有限公司(“第一證券”)的香港投資者識別碼制度及場外證券交易匯報制度個人資料收集聲明的內容。通過勾選下面的方框，本人/吾等表示同意第一證券根據“個人資料收集聲明”中的條款和目的使用本人/吾等的個人數據。

☐ 本人/吾等表示本人/吾等同意第一證券根據關於香港投資者識別碼制度及場外證券交易匯報制度個人資料收集聲明中的條款和目的。

客戶簽署 _____ 帳戶編號 _____

客戶名稱 _____ 日期 _____

**香港投資者識別碼制度及場外證券交易匯報制度
個人資料收集聲明****處理個人資料作為香港投資者識別碼制度及場外證券交易匯報制度的一部分**

您/汝等確認並同意在第一證券執行您/汝等擬就在香港聯合交易所（聯交所）的交易系統上市或買賣的證券發出(i)自動對盤交易指令或(ii)須根據聯交所規則向聯交所匯報的非自動對盤交易的服務時，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會（以下簡稱“證監會”）的規則和規定，第一證券將被要求：

- (I) 對提交到香港聯合交易所（聯交所）的每一個客戶交易指令，編配一個符合聯交所訂明的格式、由第一證券按照聯交所規定產生的獨一無二且專屬的券商客戶編碼（以下簡稱“BCAN”）（適用於客戶持有單一賬戶）或分配給您/汝等的聯名賬戶 BCAN 碼（適用於客戶持有聯名賬戶）；及
- (II) 向香港交易所提供已經編配給客戶的 BCAN 及相關客戶識別信息（以下簡稱“CID”），交易所可根據交易所規則而不時提出要求。

處理您/汝等帳戶相關的個人資料以及向您/汝等提供服務時，在不限制第一證券已向您/汝等作出的通知，和已經取得的同意情況下，作為在聯交所上市或買賣的證券相關服務的一部分，您/汝等知悉並同意第一證券可能會收集、儲存、使用、披露並轉交您/汝等的個人資料，包括以下內容：

1. 根據不時生效的聯交所及證監會規則和規定，向聯交所及其子公司及 / 或證監會及其子公司披露及轉移您/汝等的個人資料（包括 BCAN 及 CID）；
2. 允許聯交所：(i)收集、儲存、處理及使用您/汝等的個人資料（包括 BCAN 及 CID），以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用有關資料進行分析；及
3. 允許證監會：(i)收集、儲存、處理及使用您/汝等的個人資料（包括 BCAN 及 CID），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及 (ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

通過向第一證券發出在聯交所上市或買賣的證券相關服務的交易指示，您/汝等知悉並同意，為符合聯交所及/或證監會不時更新的要求和規則，第一證券可以使用您/汝等的個人資料。您/汝等亦知悉，儘管您/汝等隨後聲稱撤回同意，但無論在您/汝等聲稱撤銷同意之前或之後，您/汝等的個人數據仍可繼續存儲、使用、披露、轉移以及其他處理以達到上述目的。

備註：本文所述的“券商客戶編碼”及“客戶識別信息”的定義，載於《證券及期貨事務監察委員會持牌人或註冊人操守準則》（《操守準則》）的第 5.6 段。

未能提供個人資料或同意的後果

您/汝等如未能向我們提供個人資料或上述同意，可能意味著我們不會或不能夠再（視情況而定）執行您/汝等的交易指示或向閣下提供證券相關服務，惟出售、轉出或提取您/汝等現有的證券持倉（如有）除外。

若中、英文版本有任何歧異，概以英文版本為準。

CLIENT MONEY STANDING AUTHORITY

To: First Securities (HK) Limited ("FSHK"),
Room 1708-10, 17/F., China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong

Standing Authority given pursuant to the Securities and Futures (Client Money) Rules

This authority is given pursuant to the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) (the "Rules"), which covers money held or received by FSHK in Hong Kong (including any interest derived from holding the money which does not belong to FSHK) in one or more segregated account(s) on my/our behalf ("Monies").

Unless otherwise defined, all the terms used in this authority shall have the same meanings as the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the "Ordinance") and the Rules as amended from time to time.

I/We authorize FSHK to:

- combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by me./us with FSHK from time to time and FSHK may transfer any sum of Monies to and between such segregated account(s) to satisfy my/our obligations or liabilities to FSHK, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
- transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by FSHK.

FSHK may do any of these things without giving me/us notice.

This authority is given to FSHK in consideration of its agreeing to continuously maintain any account for me/us under FSHK.

This authority is given without prejudice to other authorities or rights which FSHK may have in relation to dealing in Monies in the segregated accounts.

This authority is valid for a period of 12 months from the date of execution.

This authority may be revoked by giving FSHK written notice to the address specified herein. Such notice shall take effect upon the expiry of 14 days from the date of FSHK's actual receipt of such notice.

I/We acknowledge that this authority shall be deemed to have been renewed if FSHK gives me/us a written reminder of the impending expiry at least 14 days prior to the expiry date of this authority and inform that unless I/we object, this authority will be renewed upon the same terms and conditions as specified in this authority.

I/We hereby agree to indemnify and keep FSHK and its agent brokers indemnified for all losses, damages, interests, costs, expenses, actions, demands, claims, or litigations which FSHK and its agent brokers may incur and/ or suffer as a consequence of any transaction under this authority.

I/We understand and acknowledge that my/our assets (including client money) collected or held by FSHK outside Hong Kong are regulated by applicable laws and regulations in relevant overseas jurisdictions. These laws and regulations may be different from the Ordinance and the rules established under the Ordinance. Therefore, my/our assets (including client money) may not enjoy the same protection as in Hong Kong (including client money).

I/We have read, understand and accept the contents of this authority.

Account No.		Client Signature	
Account Name			
ID/Passport/ CI or BR No.		Date	

For Internal Use Only		
Verified By:	Input By:	Approved By:
Date:	Date:	Date:

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- **For use by individuals. Entities must use Form W-8BEN-E.**
- **Go to www.irs.gov/FormW8BEN for instructions and the latest information.**
- **Give this form to the withholding agent or payer. Do not send to the IRS.**

Do NOT use this form if:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required <input type="checkbox"/>
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here
☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Account Opening Form – FATCA Supplementary form for individuals

開戶表格 – FATCA 個人戶口補充文件

This form must be completed by any individual who wishes to open an account.

本表格必須由有意要開戶的人士填寫。

Please complete in BLOCK LETTERS

請用正楷填寫

Name 名稱: _____

Were you born in the U.S. : Yes / No

你出生在美國: 是/否

Address of authorized person <if applicable> 被授權人地址<如適用>

Please choose Yes or No for each of the following questions: 以下每個問題，請選擇是或否:

1.Are you a U.S. Citizen? Yes /No

1.你是否美國公民? 是/否

2.Do you hold a U.S. Permanent Resident Card (Green Card)? Yes /No

2.你是否持有美國永久居民卡(綠卡)? 是/否

3.Are you a U.S. Resident? Yes / No

3.你是美國居民? 是/否

4.If you have responded “No” to the questions above, then please tick the box below.

4.如果以上的問題你都回答“否”，請選下面的方格確認。

☐ Non-U.S. person 非美國人

Declaration

聲明

1. I represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person" means any citizen or resident of the United States. 本人表示並聲明以上提供的資料均是真實、準確及完整。本人明白所謂“美國人”是指任何美國公民或居民。
2. I hereby consent for First Securities (Hong Kong) Limited, any of their affiliates (collectively “FSHK”) to report my information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives. 本人同意第一證券(香港)有限公司、或其任何聯屬公司(統稱「第一證券」)可根據《海外帳戶稅收合規法案》或依其制定的法律、法規、協議或監管指引或指示規定的要求報告本人的資料予監管機構。
3. I hereby consent that FSHK may withhold from my account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives. 本人同意第一證券可根據《海外帳戶稅收合規法案》或依其制定的法律、法規、協議或監管指引或指示規定從本人的帳戶預扣付款。
4. I hereby consent that FSHK may classify me as a recalcitrant account holder and/or suspend, recall or terminate my account(s) and/or facilities granted to me, in the event I fail to provide accurate and complete information and/or documentation as FSHK may require. 如本人未能準確及完整地提供第一證券所需要的資料和/或文件，本人同意第一證券可把本人分類為不合作的帳戶持有人，並暫停、取消或終止本人的帳戶及/或本人授予融資額度。
5. I undertake to notify FSHK in writing within 30 calendar days if there is a change in any information which I have provided to the FSHK. 如有任何資料更改，本人承諾在在30個公曆日內以書面形式通知第一證券。

Signature 簽名: _____

Date 日期: _____

Definitions applicable:

The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code: The term “United States person” means (A) a citizen or resident of the United States, 適用詞彙定義: 美國人指美國稅務法 第7701(a)(30)所指的人: 詞彙“美國人”指 (A) 美國的公民或居民

If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail. 如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

Notice of the "Risk Disclosure of Exchange-Traded Derivatives" Statement

To: First Securities (HK) Limited

I/We declare and confirm this:

1. I/We have carefully read and fully understand the "Risk Disclosure of Exchange-Traded Derivatives" provided by First Securities (HK) Limited.
2. I/We are willing to bear the potential risks associated with trading related derivatives.

Client's Signature(s) (all account holders of joint account must sign jointly):

Account Name:

Account Number:

Date:

知悉「交易所買賣衍生產品的風險披露」聲明書

致：第一證券(香港)有限公司

本人/吾等僅此聲明及確認：

1. 本人/吾等已仔細閱讀及完全明白，由第一證券(香港)有限公司提供的「交易所買賣衍生產品的風險披露」。
2. 本人/吾等並願意承擔交易相關衍生產品所帶來的潛在風險。

客戶簽署(所有聯名客戶必須簽署)：

客戶姓名：

帳戶號碼：

簽署日期：

Third Party Mandate 第三方委託書

To 致: First Securities (HK) Limited 第一證券(香港)有限公司

I/We, the undersigned, hereby confirm and acknowledge as follows: -

本人/吾等，下列簽署人，謹此確認及承認如下：-

1. I/We, hereby (jointly and severally if the undersigned consists of more than one persons) appoint the person(s) whose particulars are set out in the Schedule hereto (the "Authorized Person") to be my/our authorized representative on my/our behalf/behalfs and in my/our name(s) to give instructions or directions in relation to my/our account as particularized in the Schedule hereto (the "Account") maintained with you in accordance with the signing arrangement and extent of authority set out in the relevant parts of the Schedule.
本人/吾等謹此（如果下列簽署人包含兩名或以上的人士則共同及各別地）委任其詳細資料載列於本第三方委託書之附表的人士（下稱「授權人」）代表本人/吾等就本人/吾等於貴公司開立的賬戶，其詳細資料載列於本第三方委託書的附表（下稱「該賬戶」），根據附表相關部份的簽署安排及授權範圍發出指示或指令。
2. I/We could do and hereby agree to ratify and confirm whatsoever the Authorized Person shall lawfully do and cause to be done in relation to the Account by virtue of this Third Party Mandate.
本人/吾等將追認及確認任何授權人就該賬戶根據本第三方委託書而作出或致使其作出的合法作為。
3. This Third Party Mandate is subject to the Terms and Conditions of Securities Account (the "Terms"). In the event of difference between the Terms and the provisions of this Third Party Mandate, the provisions herein shall prevail.
本第三方委託書受限於證券賬戶章程及條款（下稱「該章程」）。倘若該章程及本第三方委託書的條文存在任何差異，以本第三方委託書的條文為準。
4. This Third Party Mandate shall remain in full force and effect until and unless a notice of revocation is actually received by you.
除非及直至貴公司實際上收到撤銷通知書，否則本第三方委託書具有十足的法律效力。
5. In the event of any inconsistency between the Chinese and English versions of this Third Party Mandate, the English version shall prevail.
倘若本第三方委託書的中英兩種語言版本之間存在差異，以英文版本為準。
6. This Third Party Mandate shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
本第三方委託書受香港法律管轄並按香港法律解釋。

Schedule 附表

Part (i) (第一部份)

Account No. 賬戶號碼: _____ Effective Date 生效日期: _____ (DD/MM/YY) (日/月/年)

Account Name 賬戶姓名: _____

Part (ii) (第二部份)

Any _____ of the following Authorized Person(s) is/are authorized to operate the account and give instructions in respect of the matters in relation to the Account pursuant to the Agreement (as defined in the Terms and Conditions of Securities Account).

以下任何 _____ 位授權人獲授權可根據協議（如證券賬戶章程及條款所述之定義）操作賬戶及就賬戶事項發出指示。

(a) Name 姓名 _____
ID/Passport No.* 身分證/護照號碼* _____
Address 地址 _____
Telephone No. 電話號碼 _____
Relationship with the Client 與客戶的關係 _____

Authorized Person's Specimen Signature 授權人簽名式樣

(b) Name 姓名 _____
ID/Passport No.* 身分證/護照號碼* _____
Address 地址 _____
Telephone No. 電話號碼 _____
Relationship with the Client 與客戶的關係 _____

Authorized Person's Specimen Signature 授權人簽名式樣

*: Please attach a copy of ID/Passport 請提供身分證/護照副本

Part (iii) (第三部份)

Any _____ of the following Authorized Person(s) is/are only authorized to give **Dealing Instruction** (as defined in the Terms and Conditions of Securities Account) to you in accordance with the Agreement (as defined in the Terms and Conditions of Securities Account).

以下任何 _____ 位授權人只獲授權可根據協議(如證券賬戶章則及條款所述之定義)發出**交易指示**(如證券賬戶章則及條款所述之定義)予貴公司。

(a) Name 姓名 _____
 ID/Passport No.* 身分證/護照號碼* _____
 Address 地址 _____

 Telephone No. 電話號碼 _____
 Relationship with the Client 與客戶的關係 _____



Authorized Person's Specimen Signature 授權人簽名式樣

(b) Name 姓名 _____
 ID/Passport No.* 身分證/護照號碼* _____
 Address 地址 _____

 Telephone No. 電話號碼 _____
 Relationship with the Client 與客戶的關係 _____



Authorized Person's Specimen Signature 授權人簽名式樣

*: Please attach a copy of ID/Passport 請提供身分證/護照副本

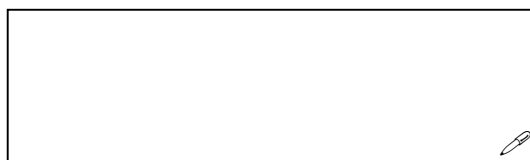
Part (iv) (第四部份)

Any _____ of the following Authorized Person(s) is/are only authorized to give **Assets Transfer Instruction** (as defined in the Terms and Conditions of Securities Account) to you in accordance with the Agreement (as defined in the Terms and Conditions of Securities Account).

以下任何 _____ 位授權人只獲授權可根據協議(如證券賬戶章則及條款所述之定義)發出**資產調度指示**(如證券賬戶章則及條款所述之定義)予貴公司。

(a) Name 姓名 _____
 ID/Passport No.* 身分證/護照號碼* _____
 Address 地址 _____

 Telephone No. 電話號碼 _____
 Relationship with the Client 與客戶的關係 _____



Authorized Person's Specimen Signature 授權人簽名式樣


(b) Name 姓名 _____
 ID/Passport No.* 身分證/護照號碼* _____
 Address 地址 _____

 Telephone No. 電話號碼 _____
 Relationship with the Client 與客戶的關係 _____



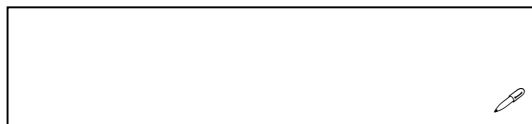
Authorized Person's Specimen Signature 授權人簽名式樣

*: Please attach a copy of ID/Passport 請提供身分證/護照副本



Individual Client's Signature
 個人客戶簽署

Date 日期: _____
 (DD/MM/YY)(日/月/年)



Joint Client's Signature
 聯名客戶簽署



Joint Client's Signature
 聯名客戶簽署

For Official Use Only

Checked By	Approved By
Date	Date

ChinaConnect
Supplemental Terms and Conditions

1. INTERPRETATION

- 1.1 Terms and expressions used herein (including the Appendix hereto), unless the context requires otherwise, have the meanings set out in the Schedule hereto or otherwise in the Account Opening Document.
- 1.2 In the event of any inconsistency between these Supplemental Terms and Conditions and the terms set out in Account Opening Document, the terms of these Supplemental Terms and Conditions shall prevail.
- 1.3 For the purpose of these Supplemental Terms and Conditions, "ChinaConnect Market" shall mean a stock market in the People's Republic of China ("PRC") acceptable to Stock Exchange of Hong Kong ("SEHK") and included in the list of China Connect Markets which are eligible for China Connect trading.
- 1.4 In the event of discrepancy between the English version and Chinese version of this document, the English version shall prevail.

2. AUTHORITY AND APPLICATION

- 2.1 You, being the client of First Securities (HK) Limited, hereby appoint and authorize us on the terms of these China Connect Supplemental Terms and Conditions, as may be amended from time to time, to perform all or any of the Investment Services in respect of any trading of China Connect Securities through China Connect. By giving us instructions, you agree to be bound by these Supplemental Terms and Conditions and acknowledge that you have read and understood the Risk Disclosures and Other Information set out in the Appendix thereto.
- 2.2 These China Connect Supplemental Terms and Conditions amend and are supplemental to, and are without prejudice to, our existing Account Opening Document. In the event of any inconsistency between these China Connect Supplemental Terms and Conditions and the Account Opening Document, the provisions of these ChinaConnect Supplemental Terms and Conditions shall prevail.

3. COMPLIANCE WITH TRADING RESTRICTIONS AND MARKET REQUIREMENTS

- 3.1 Any trading in China Connect Securities will be subject to all China Connect Laws and China Connect Rules, certain of which are referred to in the Appendix hereto. You understand that we are not liable for any inaccuracies or misstatements in the information set out in the Appendix hereto.
- 3.2 These Supplemental Terms and Conditions do not purport to cover all the rules, requirements and features relating to China Connect and all Market Requirements. You shall be fully responsible for understanding and at all times complying with all Market Requirements and all such trading restrictions applicable to China Connect as amended from time to time and for any consequences, risks, losses or costs of Northbound trading. Please refer to the web pages on the Hong Kong Exchanges and Clearing Limited ("HKEX") website and the Securities And Futures Commission ("SFC") website relating to China Connect from time to time and other relevant sources.
- 3.3 We shall have the right to apply any procedures or requirements in respect of any trading of China Connect Securities through China Connect which we determine in our absolute discretion to be necessary or desirable for the purpose of any China Connect Laws, China Connect Rules or market practice. Neither we nor any of our Related Person shall have any liability for any losses or risks which may result directly or indirectly from such procedures or requirements.
- 3.4 We may, in our absolute discretion, refuse to execute any instruction given by you, if (for example, and without limitation):
 - (a) such instruction is not compliant with any China Connect Laws or China Connect Rules or if we reasonably believe that such instruction may not be compliant with any China Connect Laws or China Connect Rules or if we are required by the SEHK not to accept such instruction;
 - (b) in respect of any instruction to make a Northbound sell order, we determine in our absolute discretion that you do not have sufficient securities at the time of such order instruction to settle the delivery obligation or if submission of the order would cause us to be in breach of the Pre-Trade Checking requirements or related requirements under the China Connect Rules or China Connect Laws; or
 - (c) in respect of any instruction to make a Northbound buy order, we determine in our absolute discretion that you do not have sufficient funds to settle the payment obligation in respect of such order on the settlement day. Without prejudice to the foregoing, we may in its absolute discretion refuse to receive and/or accept for deposit from the Customer or his custodian any China Connect Securities without

giving any reason.

- 3.5 Without limitation to the foregoing, we may in our absolute discretion suspend, terminate or limit your ability to access the China Connect through us without advance notice to you, including but not limited to where requested or directed by a China Connect Authority. You acknowledge and accept that any Northbound order placed by you may also be rejected by any China Connect Authority if such order is not compliant with any Market Requirements or if the relevant China Connect Authority believes that such order may not be compliant with any Market Requirements. Neither we nor any Related Person shall have any liability for any losses or risks incurred or suffered, directly or indirectly, by you arising out of or resulting from such refusal by us or rejection by any China Connect Authority.
- 3.6 In the event that SEHK, the SEHK Subsidiary or Hong Kong Securities Clearing Company Limited ("HKSCC") is notified by the relevant China Connect Market, ChinaClear or any other relevant exchange, clearing house or governmental or regulatory body that there is reasonable cause to believe that you have failed to comply with or have breached any China Connect Laws or China Connect Rules, you shall, upon the request of us provide such information (including translations into Chinese if requested by us) as we may reasonably request to enable us to assist the relevant exchange, clearing house or governmental or regulatory body including without limitation the relevant China Connect Market, China Clear or any PRC governmental or regulatory authority or authorities to assess whether there is any non-compliance or breach of the China Connect Laws or China Connect Rules and/or the extent of any non-compliance or breach, and by providing such information, you are deemed to waive the benefit of any bank or other secrecy laws and data protection laws which may be applicable.

4. RISK DISCLOSURES AND ACKNOWLEDGMENT

By instructing us in respect of any transaction relating to China Connect Securities, you acknowledge, represent, warrant and confirm that:-

- 4.1 you have read and understood the risk disclosures and other information set out in the Appendix hereto and that you understand your obligations set out in such Appendix including any consequences of a breach of China Connect Laws or China Connect Rules;
- 4.2 there is a risk of prohibition and suspension from trading China Connect Securities and that your instructions to trade China Connect Securities may not be accepted;
- 4.3 neither we nor any Related Person shall be liable for any loss, liability or third party claim or demand that you may suffer directly or indirectly as a result of any action or inaction by us or any Related Person in connection with the provision of trading services in respect of China Connect Securities to you by us including, without limitation, the materialization of any of the risks described in the Appendix hereto;
- 4.4 SEHK has the power not to extend the China Connect Service to you, and the power to require us not to accept instructions from you, if it is found that you, we or any of our clients have or may have committed any abnormal trading conduct set out in the relevant China Connect Market Rules or failed to comply with any China Connect Rules;
- 4.5 if the relevant China Connect Market Rules are breached, or the disclosure and other obligations referred to in any China Connect Laws or China Connect Rules are breached, (a) relevant China Connect Market has the power to carry out investigations, and may, through SEHK (or through the SEHK Subsidiary, or any other governmental or regulatory body), require us or a Related Person to (i) provide relevant information and materials relating to you including, without limitation, in relation to your identity, personal data and trading activity; and (ii) assist in a China Connect Authority's investigation in relation to you and/or your trading activity; and (b) you may be subject to regulatory investigations and legal and regulatory consequences if you are in breach of, or fail to comply with, such laws, rules and regulations;
- 4.6 the SEHK may (for the purpose of assisting relevant China Connect Market in its regulatory surveillance of the China Connect Market and enforcement of the relevant China Connect Rules and as part of the regulatory cooperation arrangement between the SEHK, the SEHK Subsidiary and relevant China Connect Market), at the request of relevant China Connect Market, require us to provide information (including, without limitation, in relation to your identity, personal data and trading activity) in relation to you and any other persons referred to in the SEHK China Connect Rules with respect to any China Connect orders placed or China Connect transactions made or entered into by us on your or their behalf;
- 4.7 where a China Connect Authority considers that there is a serious breach of the relevant China Connect Market Rules, we may be required by a China Connect Authority to (a) issue warning statements (verbally

- or in writing) to you; and (b) cease providing you with any service relating to trading China Connect Securities through China Connect;
- 4.8 prior to us informing you that a Northbound buy order instructed by you has been settled, you shall not instruct a Northbound sell order in respect of the China Connect Securities which are the subject of such Northbound buy order;
- 4.9 you consent to us or any Related Person providing information relating to you and your profile, including the type and value of Northbound buy and sell orders and transactions executed on your behalf to a China Connect Authority at such intervals and in such form as such China Connect Authority may specify from time to time including in relation to an investigation or surveillance by a China Connect Authority;
- 4.10 you accept responsibility for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required under any China Connect Laws or China Connect Rules relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities;
- 4.11 you accept that we will be subject to recordkeeping requirements under the China Connect Rules and may therefore retain records (including telephone and electronic communications and account information) in relation to your Northbound orders and trading for 20 years or as otherwise required under the China Connect Rules or the China Connect Laws;
- 4.12 you accept that the SEHK may upon the request of the relevant China Connect Market require us to cancel or reject any order made on your behalf; and
- 4.13 you accept that none of the China Connect Authorities or their respective directors, employees and agents shall be responsible or held liable for any loss or damage directly or indirectly suffered by us or any Related Person, you or any other third party arising from or in connection with (a) the trading of China Connect Securities or the operation of the China Stock Connect System ("CSC") in respect of China Connect Securities, or (b) any amendments, making or enforcement of the China Connect Rules; or (c) any action taken by a China Connect Authority in discharge of its supervisory or regulatory obligations or functions (including any action taken in respect of abnormal trading activities).

5. REPRESENTATIONS

- 5.1 You make the representations set out in this Clause to us on a continuing basis that:
- (a) you are not a Mainland China Resident or an entity incorporated or registered under the laws of Mainland China;
 - (b) if you are a Mainland China Resident, you are using funds lawfully owned by you and located outside Mainland China to make investments in China Connect Securities or if you are an entity incorporated or registered under the laws of Mainland China, your investment in China Connect Securities has been conducted pursuant to any program (including the Qualified Domestic Institutional Investor Program, if applicable) approved by, or any other approval of, any competent Mainland China regulator;
 - (c) you are aware of and shall comply with all China Connect Laws, China Connect Rules and any other applicable laws and regulations of Mainland China (including those in relation to foreign exchange control and reporting), as may be amended from time to time, to which you may be subject;
 - (d) the execution of any instruction you give to us shall not result in any breach of any China Connect Laws or China Connect Rules; and
 - (e) you understand and have assessed the risks relating to China Connect and you are willing to undertake the risks relating to China Connect.
- 5.2 You make the following representations to us on each date you instruct an order to sell ChinaConnect Securities:
- (a) that you do not know of any fact that might impair the validity of such China Connect Securities and that you have full authority to receive, deal with and give instructions, authorisations or declarations in respect of the same;
 - (b) that there is no adverse claim to such China Connect Securities;
 - (c) that there is no restriction on the transfer of such China Connect Securities other than those expressly provided for under the SEHK rules or CCASS rules; and
 - (d) that, where the order is for a sale of one or more odd lots in respect of a China Connect Securities, such order relates to all, and not some only, of the odd lots held by the Customer in respect of that China Connect Securities.

6. HANDLING OF CLIENT ORDERS

- 6.1 We will handle client orders fairly. We may aggregate your Northbound orders with the Northbound orders of any other client or of its affiliates when we process such orders. This may sometimes operate to your disadvantage and, because of the quota restrictions described in the Appendix, may result in your order only being partially executed or not at all.
- 6.2 All client orders and transactions to be undertaken for clients ("Client Orders") which are for submission to the applicable open auction or start of continuous trading session (the "Opening") shall be handled by us in a way that seeks to ensure that all such Client Orders have a fair and equal opportunity to participate in the Opening. We will regard all such Client Orders as having been received by us only at the point at which our system submits Client Orders into the applicable opening auction or start of continuous trading session.

7. COMPLIANCE WITH PRE-TRADE CHECKING REQUIREMENTS

- 7.1 You undertake that you will comply with any requirements relating to Pre-Trade Checking mandated by the China Connect Authorities, the China Connect Entities or as notified to you by us.
- 7.2 In addition, you undertake to ensure there are sufficient and available China Connect Securities in your account by the applicable cut-off time (as notified to you by us from time to time) to cover any proposed sell order given on the relevant Trading Day.
- 7.3 If we consider that you do not for whatever reason have sufficient and available China Connect Securities in your account to settle a sell order by the applicable cut-off time (as notified to you by us from time to time) we may in our absolute discretion:
- (a) reject your sell order (in whole or in part);
 - (b) use any China Connect Securities in the designated CCASS stock account(s) which we hold for ourselves or on behalf of our other customers to fulfil the Pre-Trade Checking requirement in respect of your sell order, in which case you shall reimburse us for any costs, losses or expenses which we incur as a result of buying in or otherwise sourcing the amount of China Connect Securities which you have failed to deliver in respect of your sell order on such terms and at such price (including any associated fees and expenses) and at such time as we shall determine in our absolute discretion); or
 - (c) perform any other act which we consider necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Laws or China Connect Rules and to cover your shortfall (including but not limited to applying any other China Connect Securities available to us from other sources.
- 7.4 In addition, we may in our absolute discretion reject your sell order (in whole or in part) if for any other reason we consider that there is or may be non compliance with any China Connect Laws or China Connect Rules. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre-Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by you.
- 7.5 If you give any sell order in respect of any China Connect Securities allocated to any fund managed by you, you undertake to ensure that there are sufficient and available China Connect Securities in your account allocated to such fund by the applicable cut-off time (as notified to you by us from time to time) to cover any such proposed sell order on the relevant Trading Day. In all cases, it is your responsibility to ensure that each of the funds managed by you complies with all China Connect Laws and China Connect Rules to which the relevant fund may be subject.

8. SETTLEMENT, RENMINBI PAYMENTS AND CURRENCY CONVERSION

- 8.1 As all Northbound trading is effected and settled in Renminbi, if we do not receive sufficient Renminbi before settlement of a Northbound buy order to settle such purchase of China Connect Securities, settlement may be delayed and/or fail and you may not acquire title to, or become entitled to sell or transfer the relevant China Connect Securities. Where we hold any funds on your behalf, if there are insufficient Renminbi funds to settle any Northbound buy order or other payment obligation in connection with China Connect, you authorise us to convert any funds in any other currency which we hold on your behalf into Renminbi for the purposes of settlement thereof.
- 8.2 Notwithstanding any provisions in the terms of our Account Opening Document, where it is necessary to convert one currency to another pursuant to these China Connect Terms, such conversion may be carried out automatically by us in a commercially reasonable manner without prior notice to you. Any risk, loss or cost (including fees, charges and/or commissions) in connection with or resulting from any conversion of one currency into another currency pursuant to these China Connect Terms shall be borne by you.
- 8.3 You agree that in the event that you fail to settle in a timely manner any payment obligation in relation to

an instruction to purchase China Connect Securities, we have the right to immediately and without prior notice to you take such action as we consider appropriate to reduce or eliminate any loss or liability that we suffer or may suffer (including but not limited to taking any steps to sell, realize, dispose of or otherwise deal with the relevant China Connect Securities) and that you shall fully indemnify and hold us harmless for any liabilities, expenses or other losses we may incur in exercising the foregoing right. You further agree that we shall have no liability to you for any loss, diminution in value or other damages whatsoever for any action or inaction of us or our agents pursuant to this Clause.

8.4 Notwithstanding any provisions in the Existing Terms, where we determine that there is insufficient liquidity in Renminbi to settle any buy orders, we may, in our sole and absolute discretion, reject your instructions to place such buy order.

9. SALE, TRANSFER AND DISGORGEMENT

9.1 Where, under the terms of the China Connect Rules, we receive notice (a “**Forced-sale Notice**”) from a China Connect Authority requiring us to sell and liquidate a specified number of China Connect Securities, we shall be entitled to issue a corresponding notice (a “**Client Forced-sale Notice**”) to you requesting you to sell and liquidate any number of such China Connect Securities that you hold in your account with us (as determined by us in our sole discretion) within the period specified by the relevant China Connect Authority, and you undertake to comply with any such Client Forced-sale Notice.

9.2 In relation to any Forced-sale Notice, you authorise us to sell or arrange for the sale of such China Connect Securities on your behalf at such price and on such terms as we may determine in our absolute discretion if you fail to comply in a timely manner with a Client Forced-sale Notice, to the extent necessary to comply with all China Connect Laws and China Connect Rules.

9.3 Where China Connect Securities owned by you that are the subject of a Client Forced-sale Notice have been transferred from the holding of the Clearing Participant that settled the relevant Northbound buy order (the “**Original CP**”) to another Clearing Participant or custodian (the “**Recipient Agent**”), you authorise us to provide instructions to the Recipient Agent on your behalf to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all China Connect Laws and China Connect Rules. You also undertake to inform the Recipient Agent of such authorisation and, where required, you undertake to instruct the Recipient Agent to act accordingly.

9.4 You authorise us to sell or arrange for the sale of any amount of China Connect Securities owned by you if we receive notice from any China Connect Authority requiring you to disgorge any profits as a result of the “short swing profit rule”, as described in paragraph 15 (*Short Swing Profit Rule*) of the Appendix hereto.

9.5 In addition to the above, you authorise us to sell, transfer or carry out any other action in relation to China Connect Securities owned by you if we are instructed to do so by any China Connect Authority or if we otherwise determine in our absolute discretion that it is necessary or desirable to do so in order to comply with any China Connect Laws or China Connect Rules.

9.6 Neither we nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by us or any Related Person in respect of this Clause.

10. CUSTODY

10.1 Applicability

This Clause is only applicable when you have delivered to us the China Connect Securities in relation to Pre-Trade Checking under the China Connect Rules and China Connect Laws.

10.2 Nature of custodial services

(a) You acknowledge that the primary or only reason that we are offering you custodial services is in relation to Pre-Trade Checking under the China Connect Rules and China Connect Laws, and that the provision of custodial services is not part of our normal business activities. Accordingly, any custodial services offered by us are limited in their nature. The provisions in this Clause are without prejudice to any agreements you may have with us and/or our affiliates providing you with custodial services.

(b) You acknowledge that we conduct business in China Connect Securities for other clients and for our own account.

(c) You shall be solely responsible for all filings, tax returns and reports of any transaction in respect of or relating to China Connect Securities held under this Clause, as may be required by any relevant authority, whether government or otherwise.

10.3 Establishment of custody account

- (a) You authorise us to establish on our books a custody account or accounts (the "Custody Account") for the receipt, safekeeping and maintenance of China Connect Securities.
- (b) We will determine in our reasonable discretion whether to accept in the Custody Account any proposed delivery of China Connect Securities.

10.4 Custodial procedures

- (a) We will be under no obligation to credit China Connect Securities to the Custody Account before our receipt of such China Connect Securities by final settlement.
- (b) If we receive one or more instructions to deliver from the Custody Account an amount of China Connect Securities exceeding those credited to the Custody Account, we may reject any such instruction or elect to perform any instruction in whole or in part, and in any order.
- (c) You acknowledge that deliveries of China Connect Securities and payments therefor may not be simultaneous. Accordingly, if we receive an instruction to deliver China Connect Securities against payment or to pay for China Connect Securities against delivery, we may make or accept payment for or delivery of China Connect Securities in accordance with relevant market practices and/or rules and/or applicable law or regulation.
- (d) We shall make payment for and/or receive or deliver China Connect Securities only upon receipt of and in accordance with specific instructions (except as otherwise specifically provided in these China Connect Terms).
- (e) Unless we have received and accepted a contrary instruction, we may carry out the following without any instruction:
 - (i) in your name or on your behalf, sign any document relating to China Connect Securities which may be required (i) to obtain receipt of any China Connect Securities or funds or (ii) by any tax or regulatory authority; and
 - (ii) collect and/or receive and/or take other necessary or appropriate action in relation to any payment or distribution in respect of China Connect Securities (whether pursuant to a stock dividend, bonus issue, share sub-division or reorganisation, capitalisation of reserves or otherwise).
- (f) You acknowledge that we may re-deliver to you or to your usual custodian, at such time as we may determine in our absolute discretion, any China Connect Securities which have not been utilised by us in the settlement of any transaction on your behalf. You acknowledge that we may, within one trading day of receipt, deliver or pay to you or your usual custodian or bank (net of any fees or other expenses payable by you to us) any distribution or payment received by us in respect of China Connect Securities for your account. You will, promptly on our request, give such instructions (to us and/or your usual custodian and/or any other person) as we may require to preauthorize any such re-delivery or payment.
- (g) In circumstances where we have not, after using reasonable endeavours, been able to (i) re-deliver to you or to your usual custodian any such China Connect Securities, or (ii) deliver or pay to you or your usual custodian or bank any such distribution or payment, including, for example, and without limitation, where you fail to provide such instructions upon our reasonable request and/or your usual custodian refuses to accept any such delivery of China Connect Securities or payment, you authorise us in our absolute discretion to sell, liquidate or otherwise dispose of the relevant China Connect Securities and to transfer the sale, liquidation and / or disposal proceeds and/or any distribution or payment to your usual bank account or, if there is no bank account, to an account established for you by us with a third party bank selected by us in our absolute discretion pending instructions for payment to your preferred account.
- (h) We shall have no obligation whatsoever to collect or receive or take any other action (including attending any general meeting and/or exercising any voting rights) in relation to any payment or distribution in respect of China Connect Securities for your account or to notify you of the existence of or the terms of any notice, circular, report, announcement or similar corporate action in respect of China Connect Securities. You acknowledge that in certain circumstances, including, without limitation, as a result of any China Connect Laws or China Connect Rules, it may be difficult, impracticable or impermissible for HKSCC or its nominee (and for us or you) to exercise any rights or entitlements or to participate in any actions, transactions or other matters in respect of China Connect Securities. If we make any such collection or receipt, take any such action or give you any such notification or take any action pursuant to any such notification, we shall not have:

- (i) any liability in respect of any inaccuracies or delays; and
- (ii) any obligation to continue or repeat any such action.

10.5 Pooling/sub-custodians/clearance systems

- (a) We may pool China Connect Securities and treat them as fungible with the same China Connect Securities of other clients. We may at any time allocate equivalent China Connect Securities to you and shall not be bound to return to you the original China Connect Securities delivered to us.
- (b) We may deposit China Connect Securities with any sub-custodian or with any clearance system as required by law, regulation or market practice, and are not responsible for performance by or monitoring of any sub-custodian or by any clearance system or its practices. In addition, we shall not be liable for any act or omission by, or the insolvency of, any clearance system. In the event you incur a loss due to the negligence, wilful default, or insolvency of any clearance system, we will make reasonable endeavours, in our discretion, to seek recovery from the relevant clearance system, but we will not be under any obligation to institute legal proceedings, file any proof of claim in any insolvency proceeding, or take any similar action.

10.6 Confirmations by you

- (a) You confirm that during the subsistence of these China Connect Terms:
 - (i) you have authority to deposit and hold China Connect Securities in the Custody Account and there is no claim or encumbrance that will or may adversely affect any delivery of China Connect Securities; and
 - (ii) if you act as an agent for any of your own customers, whether or not expressly identified to us at any time, no such customer shall be or be considered a customer or indirect customer of us, and your obligations under these China Connect Terms are as principal.
- (b) You will, promptly on our request, execute such documents and do such acts and things as we may require in order to perform our obligations under these China Connect Terms or otherwise to comply with the China Connect Rules or China Connect Laws.

10.7 Custodial duties and liabilities

- (a) We shall have only those duties expressly provided in these China Connect Terms. We shall have no fiduciary duties or other implied duties or obligations whatsoever.
- (b) The performance by us of our duties is subject to:
 - (i) all relevant local laws, regulations, decrees, orders and government acts;
 - (ii) the rules, operating procedures and practices of any relevant stock exchange, clearance system or market; and
 - (iii) any event or circumstance beyond our reasonable control.
- (c) In respect of any custodial services described in this Clause:
 - (i) we will not be liable for any loss or damage suffered by you unless such loss or damage results from our negligence, wilful misconduct or fraud;
 - (ii) we shall not be liable for consequential loss or damage (including, without limitation, lost profits) in any circumstances, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to the Custody Account or our services hereunder; and
 - (iii) in the case of negligence or wilful misconduct our liability shall not exceed the replacement cost or the market value of the relevant China Connect Securities at the relevant time (whichever is lower).
- (d) We may establish cut-off times for receipt of instructions. If we receive an instruction after an established cut-off time, we may regard the instruction as having been received on the following Trading Day and act on it accordingly.

10.8 Interest

No interest will be payable on your Custody Account.

10.9 Lien

In addition to any other remedy we may have, we shall have a continuing general lien on all China Connect Securities held for you or your account, for all amounts due or owing by you to us.

11. CLIENT INFORMATION

- 11.1 If you instruct us to effect a Northbound transaction in China Connect Securities on behalf of your client (a "**Client Transaction**"), you shall retain for a period of not less than 20 years (or such other period as we

may instruct you in accordance with China Connect Laws or China Connect Rules) records of any client instructions and account information in relation to the Client Transaction (such records the “**Client Information**”).

- 11.2 If you instruct us to effect a Client Transaction and you are aware that your client is acting as an intermediary (either directly or indirectly through other intermediaries) for another person who is the beneficial owner of the Client Transaction, you undertake and confirm that you have arrangements in place:
- (a) requiring your client to retain or procure the retention of the Client Information in relation to the beneficial owner of the Client Transaction for the period specified in Clause 11.1; and
 - (b) which entitle you to obtain and disclose the Client Information in relation to the beneficial owner upon request and within the required time limit specified by us, or procure that it be so obtained and disclosed.
- 11.3 If we receive an enquiry from any China Connect Authority in relation to a Client Transaction, you shall, upon request and within the time limit specified by us, disclose to us or to the relevant China Connect Authority the Client Information, or procure such disclosure, in relation to the beneficial owner of the Client Transaction.

12. INDEMNITY

- 12.1 In addition and without prejudice to any of our rights under the Existing Terms, you will indemnify us and any Related Persons (together, the “Indemnified Parties”) on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from us or any Related Persons providing any services to you in respect of your trading or investment in China Connect Securities, including, without limitation, to (a) any Taxes resulting from any trading or holding of China Connect Securities in relation to China Connect, (b) the materialisation of any risk referred to in the Appendix hereto, (c) any legal costs which any of the Indemnified Parties may incur in connection with any instruction given by you, (d) any fees or expenses payable to any clearance systems arising from the holding of China Connect Securities or (e) any costs incurred in connection with Clause 9 above.
- 12.2 In addition and without prejudice to any other right or remedy which we may have, we shall be entitled in its absolute discretion, without further notice or demand, forthwith to satisfy any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever referred to in Clause 12.1 above, and any of our or Related Person’s obligation for you to pay or account for any amounts in respect of any Taxes, by selling, realising or otherwise dealing with, in such manner as we in its absolute discretion may determine, all or part of any property held by us or any Related Person for any purpose in any of the your accounts with us or any Related Person, and to apply the proceeds in reduction of all or part of your liability to any tax authority or us or our any Related Person.
- 12.3 Neither us nor any of our Related Person shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by us or any of our Related Person in connection with the foregoing.
- 12.4 You shall be fully and solely responsible for paying all fees, charges, levies and taxes, and you shall be required to comply with any filing or registration obligations, in each case as may be required by any China Connect Authority or any applicable Market Requirements, relating to any trading or investment or holding by you of or in China Connect Securities.

13. FEES AND TAXATION

- 13.1 You shall be responsible for paying all Taxes, and you shall be required to comply with any filing or registration obligations, in each case as may be required under any China Connect Laws or China Connect Rules relating to any China Connect Securities and any dividends or entitlements in respect of such ChinaConnect Securities.
- 13.2 In the event we are required under China Connect Laws or China Connect Rules to pay any Taxes, we may notify you whenever necessary and request that you provide us with relevant information as we made deem necessary to fulfill our obligations. You must provide to us, promptly on such request, such information and documents such as but not limited to costs of your purchase of the China Connect Securities, your and/or any underlying beneficial owner’s tax status or residence. We may withhold or deduct relevant Taxes from any amount due to you and you will remain liable for any shortfall.
- 13.3 In the event we do not receive any requested information from you within a reasonable period of time to

fulfill our obligations, we shall be forthwith entitled in our absolute discretion, without further notice or demand to you, to satisfy any obligation of us or you to pay or account for any amounts in respect of any Taxes by selling, realizing or otherwise dealing with, in such manner as we in our absolute discretion may determine, all or part of any property held by us for any purpose in any of your accounts held with us, and to apply the proceeds in reduction of all or part of your liability to any tax authority or us.

13.4 We shall have no responsibility to verify the accuracy of the information provided by you and is entitled to rely on such information to fulfil our obligations.

13.5 We shall have no liability whatsoever for the lack of any tax relief, or any failure to obtain the benefit of any tax credit.

14. LIABILITY

Notwithstanding any other provision in these China Connect Terms, neither we nor any Related Person shall not be responsible for or have any liability to you for any damage, liability or loss (including loss of profit) unless such damage, liability or loss is a direct result of our or a Related Person's fraud, wilful default or gross negligence.

15. TERMINATION

These China Connect Terms may be terminated by either party upon not less than 30 days' written notice to the other or automatically upon termination of the Existing Terms. Clauses 3 (Compliance with Trading Restrictions and Market Requirements), 4 (Risk Disclosure and Acknowledgement), 9 (Sale, Transfer and Disorgement), 12 (indemnity), 14 (Liability) and 16.3 shall survive termination of these China Connect Terms. On the termination of these China Connect Terms, we shall deliver China Connect Securities and cash in accordance with your instructions. If you fail to give instructions, we shall continue to hold China Connect Securities and/or cash for such fee(s) as we may in our sole discretion determine. We shall in any event be entitled to retain such China Connect Securities and/or cash as we may in our sole discretion determine in order to complete any transaction required to be settled on your behalf.

16. MISCELLANEOUS

16.1 You will pay fees, charges and expenses in respect of these China Connect Terms in accordance with our fee scale from time to time in force.

16.2 You will execute any further documents and provide any materials and/or information as we may reasonably request to enable us to perform our duties and obligations under these China Connect Terms which it deems necessary as and when the China Connect Rules are amended or supplemented from time to time.

16.3 You will provide all information (including translations into Chinese, if required) to us which we request if such information is requested by any China Connect Authority or any exchange, regulatory authority or any organisation (whether within or outside Hong Kong) with which HKEX or the SEHK has entered into an information sharing arrangement or agreement. You acknowledge that, your failure to comply with this provision may, amongst other things, result in a suspension of China Connect services to you.

16.4 We reserve the right to vary any of the terms of these China Connect Terms by written notice to you in accordance with the terms of Account Opening Document.

16.5 If any provision in these China Connect Terms shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

16.6 No failure or delay by either party in exercising any right or remedy provided under these China Connect Terms shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. Any waiver of a breach of these China Connect Terms shall not constitute a waiver of any subsequent breach.

16.7 Neither party shall assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

17. Governing Law and Jurisdiction

17.1 These China Connect Terms shall be governed by Hong Kong law.

17.2 The parties agree to submit to the exclusive jurisdiction of the Hong Kong courts in relation to any dispute arising under or in connection with these China Connect Terms.

Schedule - Definitions

Bold terms used herein will have the meanings given below or otherwise in the Existing Terms.

"A Shares" means any securities issued by companies incorporated in Mainland China which are listed and traded on Mainland China A Share markets (Shanghai and Shenzhen) and not on the SEHK.

"Affiliate" means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Average Pricing" means the allocation or application of an average price per China Connect Security to each individual fund managed by the same fund manager in respect of trades in such China Connect Security on the same Trading Day.

"Cash" means all cash or cash equivalents in Renminbi received and held by us on the terms of these China Connect Terms.

"CCASS" means the Central Clearing and Settlement System operated by HKSCC for the clearing of securities listed or traded on The Stock Exchange of Hong Kong Limited and/ or any system established for the purpose of China Connect.

"China Connect" means a securities trading and clearing links programme developed or to be developed by the SEHK, the relevant China Connect Market, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and the relevant China Connect Market.

"China Connect Authorities" means the regulators which regulate China Connect and activities relating to China Connect, including without limitation, the CSRC, PBOC, SAFE, SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.

"China Connect Entities" means the exchanges, clearing systems and other entities which provide services relating to China Connect, including without limitation, the SEHK, HKSCC, SEHK Subsidiary, the relevant China Connect Market and ChinaClear.

"China Connect Laws" means the laws and regulations of Hong Kong and Mainland China from time to time in respect of China Connect or any activities arising from China Connect.

"China Connect Market" means the relevant China Connect Market.

"China Connect Market System" means the system used for the trading of China Connect Securities on the relevant China Connect Market, as operated by the relevant exchange that operates the China Connect Market.

"China Connect Market Rules" means any rules, policies or guidelines published or applied by any China Connect Authority or China Connect Entity from time to time in respect of China Connect or any activities arising from China Connect.

"China Connect Securities" means any securities listed on the relevant China Connect Market which may be from time to time approved by the China Connect Authorities as eligible for trading by Hong Kong and international investors on China Connect.

"China Connect Service" means the order-routing service through which Northbound orders placed by an Exchange Participant may be transmitted by the SEHK Subsidiary to the relevant China Connect Market for the buying and selling of China Connect Securities and any related supporting services.

"China Connect Terms" means these China Connect Supplemental Terms, as may be amended, supplemented, modified or varied from time to time.

"ChinaClear" means China Securities Depository and Clearing Corporation Limited.

"Clearing Participant" has the meaning given to such term in the rules of the Central Clearing and Settlement System of Hong Kong.

"Client Information" has the meaning given in Clause 11.1.

"Client Securities Rules" means the Securities and Futures (Client Securities) Rules (Cap 571H of the Laws of Hong Kong).

"CSC" means the China Stock Connect System for receiving and routing orders under Stock Connect to the trading system on a China Connect Market for automatic matching and execution.

"Client Transaction" has the meaning given in Clause 11.1.

"CSRC" means China Securities Regulatory Commission.

"CSRC China Connect Rules" means the rules published by CSRC for the operation of the China Connect.

"Exchange Participant" has the meaning given by the rules of the SEHK.

“Existing Terms” means the applicable existing terms of our Client’s Agreement, client account agreements and/or other relevant notices and disclosure between you and us that govern our provision of securities dealing services to you whether written or unwritten.

“Forced-sale Notice” has the meaning given in Clause 9.1.

“H Shares” means any securities issued by companies incorporated in Mainland China and listed on the SEHK.

“HKEX” means the Hong Kong Exchanges and Clearing Limited.

“HKSCC” means the Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of HKEX.

“Mainland China” means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).

“Mainland China Listco” has the meaning given in paragraph 14 of the Appendix hereto.

“Mainland China Resident” means a person who is a citizen of the People’s Republic of China and does not have permanent right of abode in a jurisdiction outside Mainland China.

“Non-trade Transfer” means a transfer of China Connect Securities which involves a change in the beneficial ownership of the China Connect Securities and which is not conducted through the China Connect Service and executed on the China Connect Market.

“Northbound” denotes the trading of China Connect Securities by Hong Kong and international investors through China Connect.

“PBOC” means the People’s Bank of China.

“Pre-Trade Checking” means the requirement under the China Connect Laws pursuant to which the relevant China Connect Market may reject a sell order if an investor does not have sufficient and available China Connect Securities in its account.

“Related Person” means any of our Affiliates, or any director, senior officer, employee or agent of us or our Affiliates.

“Renminbi” or **“RMB”** means the lawful currency of Mainland China, deliverable in Hong Kong.

“SAFE” means the State Administration of Foreign Exchange.

“SEHK” means The Stock Exchange of Hong Kong Limited.

“SEHK Subsidiary” means a wholly-owned subsidiary of SEHK duly authorised as an automated trading service provider under the SFO and licensed under applicable laws in Mainland China to provide the order-routing service under China Connect.

“SFC” means the Securities and Futures Commission.

“SFO” means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

“Special China Connect Securities” means any securities listed on the relevant China Connect Market which the SEHK (after consulting with the relevant China Connect Market) from time to time accepts or designates as eligible only for China Connect sell orders and not China Connect buy orders.

“Taxes” means all retrospective, present or future taxes, duties, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of (i) China Connect Securities or Cash, (ii) any transaction effected under these China Connect Terms or (iii) you.

“Trading Day” means a day on which SEHK is open for Northbound trading, where “T day” denotes the Trading Day on which a transaction is executed and “T+1 day” denotes the day which is one Trading Day, or in the context of the settlement of funds, one business day (on which banks in Hong Kong and China Connect Market are generally open for business) after T day.

“You” means the client to whom these China Connect Terms are addressed and, if applicable, the principal(s) on whose behalf such client act(s).

“We” means First Securities (Hong Kong) Limited.

APPENDIX: RISK DISCLOSURES AND OTHER INFORMATION

This Appendix describes some of the key risk factors and other information concerning China Connect. This Appendix does not disclose all the risks and other significant aspects of Northbound Trading through China Connect. You should ensure that you understand the nature and risks of China Connect and Northbound trading and you should consider carefully (and consult your own advisers where necessary) whether trading in China Connect Securities is suitable for you in light of your circumstances. The decision to trade in China Connect Securities is yours, but you should not trade in China Connect Securities unless you fully understand and are

willing to assume the risks associated with China Connect and are able to comply with all relevant China Connect Laws and China Connect Rules. You acknowledge the risks and agree to the terms set out in this Appendix. You are responsible for monitoring changes in the China Connect Laws and China Connect Rules and complying with any new requirements.

We do not represent that the information set out in this Appendix is up to date, and do not undertake to update the information set out in this Appendix. In addition, we do not provide any warranty with respect to such information and no such information is to be construed as legal, financial or tax advice of any kind by us.

1 Home Market Rules

A fundamental principle of China Connect is that the laws and rules of the home market of the applicable securities shall apply to investors in such securities. In respect of China Connect Securities, Mainland China is the home market and thus the general principle is that investors in China Connect Securities should observe the relevant China Connect Market Rules and other Mainland China securities laws and regulations. If such rules and regulations are breached, the relevant China Connect Market has the power to carry out an investigation. Nevertheless, certain Hong Kong legal and regulatory requirements will also continue to apply to Northbound trading.

2 Pre-Trade Checking

SEHK is required to check that in respect of any Northbound sell orders given by an Exchange Participant, the relevant Exchange Participant holds sufficient and available China Connect Securities to be able to fill such Northbound sell orders. Pre-Trade Checking will be carried out prior to the start of each Trading Day.

Accordingly, you may be unable to execute Northbound sell orders due to Pre-Trade Checking related requirements. Your attention is drawn to the provisions set out in Clause 7. (Compliance with Pre-Trade Checking Requirements) of the China Connect Terms. Note in particular that you may be unable to execute a sell order of China Connect Securities if there has been a delay or failure for whatever reason in the transfer of the relevant China Connect Securities to any clearing account of us or if for any other reason we consider that there is or may be non-compliance with any China Connect Laws or China Connect Rules.

Any risk, loss or cost resulting from non-compliance or potential non compliance with Pre Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by you.

3 Settlement

Northbound trades will follow the A Share settlement cycle. For settlement of China Connect Securities trades, ChinaClear will debit or credit the securities accounts of its participants (including HKSCC as clearing participant) on T day free of payment. We may have settlement arrangements in place different from the ChinaClear settlement arrangements. Unless we agree to prefund settlement, settlement of funds relating to such trading will be effected on T+1 day. We may, in our absolute discretion, decide to prefund settlement. In the event we agree to prefund the settlement of China Connect Securities trades, (a) we shall retain the funds received from the HKSCC on T+1 day; and (b) you shall reimburse us with respect to any 'excess' pre-funding provided by us. Although the transfer of the China Connect Securities precedes the transfer of cash, under the China Connect Service, the title to China Connect Securities will not be released until the receipt of confirmation of payment. Accordingly, for purposes of contract notes, the settlement date would be T+1 day when both the securities and the cash are settled or, where the purchase was pre-funded, the settlement date would be the date on which the securities are released.

You acknowledge that there is no guarantee that we will offer prefunding settlement and that if we decide to offer prefunding settlement, we may decide to terminate such service at any time.

4 Quota Restrictions

Purchases of China Connect Securities through China Connect are subject to certain quota controls as described below. As a result, there is no assurance that a buy order can be successfully placed through China Connect. There is a quota that limits the maximum net value of all Northbound buy trades that can be executed by Exchange Participants while China Connect is in operation ("**Aggregate Quota**"). There is also a daily quota that limits the maximum value of all Northbound buy trades that can be executed by Exchange Participants on each Trading Day ("**Daily Quota**"). The Aggregate Quota and/or the Daily Quota may change from time to time without prior notice and investors are advised to refer to the HKEX website and other information published by the HKEX for up-to-date information.

The SEHK and the relevant China Connect Market may also set pricing and other restrictions on buy orders in order to prevent the artificial use or filling of the Aggregate Quote or Daily Quota.

If there is a restriction, rejection or suspension of Northbound buying (which would include any order that has been accepted but not yet executed) as a result of a breach of the Aggregate Quota or the Daily Quota or the relevant pricing and other restrictions, we will be unable to carry out any buy orders and any instruction to buy submitted but not yet executed will be restricted or rejected.

Conversely, under the SEHK rules, investors may sell their China Connect Securities regardless of whether there is a breach of the Aggregate Quota or Daily Quota.

5 Restriction on Day Trading

Day (turnaround) trading is not permitted on the Mainland China A Share market. If you buy China Connect Securities on T day, you may be able to sell the shares only on or after T+1 day. Due to Pre-Trade Checking related requirements, we may accept an instruction to sell China Connect Securities that were bought on T day only on or after the applicable cut-off time (as notified to you by us from time to time) on T+1 day.

6 No off-exchange trading and transfers

You, we and any Related Person shall not trade or provide services to facilitate trading of any China Connect Securities otherwise than through the China Connect Market System, and we shall not match, execute or arrange the execution of any sale and purchase instructions or any transfer instructions from you or effect any Non-trade Transfer or settlement of instructions in respect of any China Connect Securities in any manner otherwise than through China Connect in accordance with the China Connect Rules, except in the following circumstances or as otherwise provided by a relevant China Connect Authority:

- (a) stock borrowing and lending of China Connect Securities which are eligible for covered short selling and with a tenor of no more than one month;
- (b) stock borrowing and lending of China Connect Securities which are eligible for satisfying the Pretrade Checking requirement, with a tenor of one day (and which is not renewable);
- (c) post-trade allocation of China Connect Securities by a fund manager across the funds and/or subfunds it manages; and
- (d) any other situations specified by the relevant China Connect Market and ChinaClear, including but not limited to any Non-trade Transfer as a result or for the purpose of (i) succession, (ii) divorce, (iii) dissolution, liquidation or winding up of any company or corporation, (iv) donation to a charitable foundation; and (v) assisting in any enforcement action or proceedings of any court, prosecutor or law enforcement agency.

7 Placing Orders

Only limit orders with a specified price are allowed pursuant to China Connect Laws and China Connect Rules, whereby buy orders must not be lower than at the current best price and sell orders may be executed at or higher than the specified price. Market orders will not be accepted.

8 Price Limits

China Connect Securities are subject to a general price limit of a $\pm 10\%$ based on the previous Trading Day's closing price. In addition, China Connect Securities which are on the risk alert board are subject to a $\pm 5\%$ price limit based on the previous trading day's closing price. The price limit may be changed from time to time. All orders in respect of China Connect Securities must be within the price limit. Any orders with a price beyond the price limit will be rejected by the relevant China Connect Market.

9 Delisting of companies listed on the relevant China Connect Market

According to the relevant China Connect Market Rules, if any company listed on the relevant China Connect Market is in the delisting process, or its operation is unstable due to financial or other reasons such that there is a risk of being delisted or exposing investors' interest to undue damage, the company listed on the relevant China Connect Market will be earmarked and traded on the risk alert board. Any change to the risk alert board may occur without prior notice. If a China Connect Security which is eligible for China Connect trading at launch of the programme is subsequently moved to the risk alert board, investors under China Connect will be allowed only to sell the relevant China Connect Security and will be prohibited from further buying. For details concerning the risk alert board, please refer to the relevant China Connect Market Rules and any other relevant sources from time to time.

10 Account Information of Beneficial Owner

The identity of the beneficial owner of China Connect Securities which are the subject of a sell order may need to be disclosed to HKSCC and/or relevant Mainland China authorities.

11 No Manual Trade or Block Trade

There will be no manual trade facility or block trade facility for Northbound trading under China Connect.

12 Amendment of Orders and Loss of Priority

Consistent with the current practice in Mainland China, if an investor engaged in Northbound trading wishes to amend an order, the investor must first cancel the original order and then input a new one. Accordingly, order priority will be lost and, subject to the Daily Quota restrictions, the subsequent order may not be filled on the same Trading Day.

13 Special China Connect Securities

SEHK will accept or designate securities which cease to meet the eligibility criteria for China Connect Securities as Special China Connect Securities (provided that they remain listed on relevant China Connect Market). In addition, any securities or options (which are not “eligible for China Connect trading”) received by you as a result of any distribution of rights or entitlements, conversion, takeover, other corporate actions or abnormal trading activities will be accepted or designated by SEHK as Special China Connect Securities. You will only be able to sell, but not buy, any Special China Connect Securities.

14 Disclosure of Interests

Under Mainland China laws, rules and regulations, if you hold or control shares (on an aggregate basis, i.e., including both domestically and overseas issued shares of the same Mainland China Listco (as defined below), whether the relevant holdings are through Northbound trading, QFII/RQFII regime or other investment channels) in a Mainland China incorporated company which is listed on a Mainland China stock exchange (a “**Mainland China Listco**”) above a certain threshold as may be specified from time to time by the relevant China Connect Authorities, you must disclose such interest within the period specified by the relevant China Connect Authority, and you must not buy or sell any such shares within the period specified by the relevant China Connect Authority. You must also disclose any substantial change in your holding as required by the relevant China Connect Authority.

Where a Mainland China incorporated company has both H Shares listed on the SEHK and A Shares listed on the relevant China Connect Market, if an investor is interested in more than a certain threshold (as may be specified from time to time) of any class of voting shares (including A Shares purchased through ChinaConnect) in such Mainland China incorporated company, the investor is under a duty of disclosure pursuant to Part XV of the SFO. Part XV of the SFO does not apply where the Mainland China incorporated company has not listed any shares on the SEHK.

It shall be your responsibility to comply with any disclosure of interest rules from time to time imposed by the relevant China Connect Authorities and arrange for any relevant filings.

15 Short Swing Profit Rule

Under Mainland China laws, rules and regulations, the “short swing profit rule” requires you to give up/return any profits made from purchases and sales in respect of China Connect Securities of a particular Mainland China Listco if (a) your shareholding in that Mainland China Listco exceeds the threshold prescribed by the relevant China Connect Authority from time to time and (b) the corresponding sale transaction occurs within the six months after a purchase transaction, or vice versa. You (and you alone) must comply with the “short swing profit rule”.

16 Foreign Ownership Limits

Under Mainland China laws, rules and regulations, there is a limit to how many shares a single foreign investor is permitted to hold in a single Mainland China Listco, and also a limit to the maximum combined holdings of all foreign investors in a single Mainland China Listco. Such foreign ownership limits may be applied on an aggregate basis (i.e. across both domestically and overseas issued shares of the same issuer, whether the relevant holdings are through Northbound Trading, QFII/RQFII regime or other investment channels). It shall be your responsibility to comply with all foreign ownership limits from time to time imposed by China Connect Laws and China Connect Rules. Such legal and regulatory restrictions or limitations may have an adverse effect on the liquidity and performance of an investment in China Connect Securities due to factors such as limitations on fund repatriation, dealing restrictions, adverse tax treatments, higher commission costs, regulatory reporting requirements and reliance on services of local custodians and service providers. As a result, you may suffer losses through your trading or investment in China Connect Securities.

If we become aware that you have breached (or reasonably believes that you may breach upon execution of further Northbound buy orders) any foreign ownership limits, or if we are so required by any China Connect Authority, including, without limitation, as a result of any Forced-sale Notice issued by the relevant ChinaConnect Market, we will sell any China Connect Securities pursuant to Clause 9 above if you fail to comply

with the corresponding Client Forced-sale Notice in order to ensure compliance with all China Connect Laws and China Connect Rules. In such case, no buy orders for the relevant China Connect Securities will be accepted until relevant China Connect Market informs the SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may determine in its absolute discretion which Exchange Participants and what quantity of China Connect Securities should be subject to a Forced-sale Notice (this is likely to be on a “last-in, first-out” basis), and SEHK’s (or SEHK Subsidiary’s) own records shall be final and conclusive. Moreover, under Mainland China laws, where the aggregate holdings of foreign investors exceed a specified percentage (the “**Cautionary Level**”) of the issued shares of a single Mainland China Listco, upon notification by the relevant China Connect Market to the SEHK Subsidiary, SEHK and the SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting China Connect Securities buy orders in respect of the relevant China Connect Securities. In such circumstances, we may reject your buy orders until the aggregate shareholding of foreign investors has fallen below the specified percentage (the “**Permitted Level**”) as advised by the relevant China Connect Market.

As of the date of these China Connect Terms, the single foreign investor limit is set at 10% of the shares of a Mainland China Listco and the aggregate foreign investor limit is set at 30% of the shares of a Mainland China Listco (while the Cautionary Level and the Permitted Level are set at 28% and 26% respectively of the shares of a Mainland China Listco). Such limits are subject to change from time to time and we shall not be under any obligation to inform you of any such changes to foreign ownership limits.

17 Taxation

Prior to investing in China Connect Securities, you are strongly urged to consult your own tax advisers and counsel with respect to the possible Hong Kong and/or Mainland China tax consequences to you of such investment since such tax consequences may differ in respect of different investors.

You will be fully responsible for any Taxes in respect of China Connect Securities including, without limitation, any capital gains tax or other Mainland China taxes, and will indemnify us and any Related Person from and against all Hong Kong and/or Mainland China Taxes which we or Related Persons may incur arising in connection with any China Connect Securities which you hold, trade or otherwise deal in.

We assume no responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with China Connect, nor will we provide any service or assistance in this regard. Please refer to Clause 13 (Fees and Taxation) for details of the applicable legal terms.

18 Insider Dealing, Market Manipulation and Other Market Conduct Rule

Northbound trading through the China Connect will be subject to Mainland China laws and regulations prohibiting activities that constitute market manipulation, insider dealing and related offences. The scope of these restrictions may not be the same as equivalent requirements under Hong Kong law. In particular, defences applicable under Hong Kong market misconduct rules may not be applicable under Mainland China laws and regulations. If you are unfamiliar with Mainland China market conduct requirements and restrictions, you should seek specialist advice before engaging in trading through the China Connect. You confirm that you are not in possession of inside information when trading China Connect Securities or procuring others to do so.

19 Client Securities Rules

By way of brief background, the Client Securities Rules prescribe how client assets are to be dealt with by all intermediaries and their associated entities. However, as the China Connect Securities traded through China Connect are not listed or traded on the SEHK, the Client Securities Rules will not apply unless otherwise specified by the SFC or any other relevant China Connect Authority.

20 Investor Compensation Fund

Trading in China Connect Securities does not enjoy the protection afforded by the Investor Compensation Fund established under the Securities and Futures Ordinance. Accordingly, when you trade in China Connect Securities, unlike the trading of SEHK-listed securities, you will not be covered by the Investor Compensation Fund in respect of any loss you may sustain by reason of a default by SFC licensed or registered persons.

21 Ownership of China Connect Securities

Hong Kong law recognises the proprietary interest of investors in shares held for them by their broker or custodian in CCASS. Such recognition should apply equally to China Connect Securities held for Hong Kong and overseas investors by the Clearing Participant through HKSCC. In addition, in Mainland China (where China Connect Securities are registered in a securities account opened with ChinaClear in the name of HKSCC), it is expressly stipulated in the CSRC China Connect Rules that HKSCC acts as the nominee holder and the Hong Kong

and overseas investors are the beneficial owners of the China Connect Securities. Accordingly, the regulatory intention appears to be that Hong Kong and overseas investors should also have proprietary rights over China Connect Securities under Mainland China laws.

You should conduct your own review of the materials published by HKEX on China Connect in relation to the ownership of China Connect Securities and the applicable China Connect Rules as they may be amended and supplemented from time to time. You should also consult your own legal advisers to make your own assessment of your rights as a Northbound investor in China Connect Securities.

In addition, while Hong Kong and overseas investors may have proprietary rights over China Connect Securities, HKSCC as nominee is not obliged to enforce such rights in Mainland China on behalf of such investors.

22 Risk of ChinaClear Default

ChinaClear has established a risk management framework and measures that are approved and supervised by the CSRC. If ChinaClear (as the host central counterparty) defaults, HKSCC has stated that it may (but shall have no obligation to) take any legal action or court proceeding to seek recovery of the outstanding China Connect Securities and monies from ChinaClear through available legal channels and through ChinaClear's liquidation process, if applicable. As ChinaClear does not contribute to the HKSCC guarantee fund, HKSCC will not use the HKSCC guarantee fund to cover any residual loss as a result of closing out any of ChinaClear's positions. HKSCC will in turn distribute the China Connect Securities and/or monies recovered to clearing participants on a pro-rata basis as prescribed by the relevant China Connect Authorities. We in turn will be distributing China Connect Securities and/or monies to the extent recovered directly or indirectly from HKSCC. Although the likelihood of a default by ChinaClear is considered to be remote, investors should be aware of this arrangement and of this potential exposure before engaging in Northbound trading.

23 Risk of HKSCC Default

Our provision of services pursuant to these China Connect Terms also depends upon the performance by HKSCC of its obligations. Any action or inaction of the HKSCC or a failure or delay by the HKSCC in the performance of its obligations may result in a failure of settlement of China Connect Securities and/or monies in connection with them and you may suffer losses as a result. Neither we nor any Related Persons shall have any responsibility or liability for any such losses.

24 Scripless Securities

China Connect Securities are traded in scripless form and accordingly, China Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

25 Company Announcements on Corporate Actions

Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the website of the relevant China Connect Market and certain appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its clearing participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the website of the relevant China Connect Market and the relevant newspapers for the latest listed company announcements or, alternatively, the HKEX website's China Stock Markets Web (or such other replacement or successor web page from time to time) for corporate actions in respect of China Connect Securities issued on the previous trading day. Investors should note that listed issuers of the relevant China Connect Market publish corporate documents in Chinese only, and English translations will not be available.

In addition, HKSCC will endeavour to collect and distribute cash dividends relating to China Connect Securities to clearing participants in a timely manner. Upon receipt of the dividend amount, HKSCC will to the extent practicable arrange to distribute to relevant clearing participants on the same day.

Following existing market practice in Mainland China, investors engaged in Northbound trading will not be able to attend shareholder meetings by proxy or in person, unlike the current practice in Hong Kong in respect of SEHK-listed shares.

We do not and cannot ensure the accuracy, reliability or timeliness of any company announcements of corporate actions and neither we nor any Related Person accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays or omissions or any actions taken in reliance thereon. We expressly disclaim all warranties, expressed or implied, as to the accuracy of any company announcement or as to the fitness of the information for any purpose.

26 Average Pricing across Funds for Fund Managers

If you act as a fund manager for more than one fund or an asset manager on behalf of more than one client and you pre-allocate China Connect orders across such funds or clients which you manage, we may offer Average Pricing for such orders notwithstanding such orders may be executed at different times during the same Trading Day. Where Average Pricing applies, each fund or client will be allocated China Connect Securities (or their proceeds) at the same averaged price, which may be higher or lower than the price which such fund or client would have paid or received had the orders been processed individually and in the order submitted directly or indirectly to us. Neither we nor any Related Person will be responsible for any such differences in pricing or any loss or risk arising from the application of Average Pricing.

27 Disclosure of Information and Publication of Trade Information

SEHK may require us to provide information on your profile, and the type and value of your orders in relation to Northbound trading of China Connect Securities and the trades which we executed for you at such intervals and in such form as SEHK may specify from time to time for purposes of the publication, dissemination or public distribution of aggregated information in respect of China Connect Securities trades under China Connect, trading volumes, investor profiles and other related data. SEHK may forward such information to the relevant China Connect Market for surveillance and investigation purposes.

28 Client Error

Neither we nor any Related Person shall be liable for any loss, damage or expense or consequential loss, damage or expense suffered by an investor as a result of any trading based on the investor's instructions. We will not be able to unwind any trade, and investors should also take note of the settlement arrangements in respect of China Connect Securities under China Connect, including but not limited to quota restrictions.

The China Connect Rules generally prohibit any off-exchange trading or transfers. However transfers may be permitted between you and us to rectify a trade in limited circumstances, although there is a lack of clarity as to the circumstances in which such transfers may be permitted. We shall have absolute discretion to determine whether to conduct any transfer to rectify any error trade and shall have no obligation to do so. Neither we nor any Related Person shall have any liability for any losses which may result directly or indirectly from such errors or any refusal to conduct a transfer to correct an error trade.

29 Retention of Information

You acknowledge and accept that we will be required under the China Connect Rules to keep records for a period of no less than 20 years of (a) all orders and trades executed on your behalf, (b) any instructions received from you; (c) your account information in relation to Northbound trading; and (d) all relevant information concerning margin trading and stock borrowing and lending of any China Connect Securities (including, without limitation, in respect of any such margin trading, the relevant securities margin trading arrangement and the funds provided.)

30 ChinaConnect Market System

SEHK or the SEHK Subsidiary (after consulting with SEHK) may, under certain circumstances as specified in the SEHK rules and/or whenever the SEHK determines that it is appropriate and in the interest of a fair and orderly market to protect investors, temporarily suspend or restrict all or part of the order-routing and related supporting services with regard to all or any Northbound trading of China Connect Securities, and for such duration and frequency as SEHK may consider appropriate. You will not be able to buy or sell China Connect Securities on SEHK through China Connect during any period in which trading of ChinaConnect Securities is suspended. In particular, you should note that while trading of China Connect Securities is suspended by the SEHK, trading of such China Connect Securities may continue on the relevant China Connect Market. You may remain exposed to fluctuations in the price of China Connect Securities caused by trading on the relevant China Connect Market during the period when trading of such China Connect Securities is suspended by SEHK. SEHK has absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without advance notice, whether on a temporary basis, due to operational needs, inclement weather, under emergency situations or otherwise. Moreover, SEHK or the SEHK Subsidiary (with the agreement of SEHK) may cease the provision of the China Connect Northbound trading service permanently.

Such suspension, restriction or cessation will affect our ability to accept and process your orders and you are advised to refer to the HKEX website and other information published by the HKEX for up-to-date information. There can be no assurance that your orders will be accepted or processed, notwithstanding that China Connect Securities may be traded through other channels including, without limitation, by PRC investors on the relevant China Connect Market.

Further, the SEHK rules state that where any H Shares with corresponding A Shares eligible as China Connect Securities are suspended from trading on SEHK, but the corresponding A Shares are not suspended from trading on the relevant China Connect Market, the service for routing the China Connect sell orders and China Connect buy orders for such A Shares to the relevant China Connect Market for execution will normally remain available. However, SEHK may, in its discretion, restrict or suspend such service without prior notice and your ability to place sell orders and buy orders may be affected.

The China Connect Market System is a new platform for trading of China Connect Securities under China Connect. We provide trading services based on the China Connect Market System which is operated by the relevant China Connect Market. We are not responsible for any delay or failure caused by the China Connect Market System and investors accept all risks arising from trading China Connect Securities through the China Connect Market System. Neither we nor any Related Person shall be responsible or held liable for any loss or damage directly or indirectly suffered by you arising from or in connection with the China Connect Service or the CSC through Northbound trading including, without limitation, the following:

- (a) a suspension, restriction or cessation of the China Connect Service or the CSC, or any inability to access or use the CSC or the China Connect Service;
- (b) any special arrangement put in place or any action, step or measure taken or not taken to deal with an emergency or contingencies, including but not limited to the cancellation of any or all ChinaConnect orders input by Exchange Participants;
- (c) any suspension, delay, interruption or cessation of trading of any China Connect Securities on the relevant China Connect Market;
- (d) any delay, suspension, interruption or order cancellation of any China Connect Securities as a result of the hoisting of a Typhoon Signal No. 8 or above or the issuance of the Black Rainstorm Warning in Hong Kong;
- (e) any delay or failure to route any China Connect orders or any delay or failure to send any order cancellation requests or to provide the China Connect Service due to any system, communication or connection failure, power outage, software or hardware malfunction or other events beyond our control or the control of SEHK, us or a Related Person;
- (f) any China Connect order which we have requested to be cancelled not being cancelled for any reason whatsoever;
- (g) in the event that SEHK or the relevant China Connect Market requires that we reject any order for China Connect Services;
- (h) any delay, failure or error of any China Connect Market System or any system upon which we, the SEHK Subsidiary or a Related Person is reliant in providing the China Connect Service; and
- (i) any delay or failure to execute, or any error in matching or executing, any China Connect order due to reasons beyond the control of SEHK, HKEX, the SEHK Subsidiary, us or any Related Person, including but not limited to any action or decision taken or made, or not taken or made, by any China Connect Authority or any other relevant governmental or regulatory body.

If there is any delay or failure to send any order cancellation requests in any circumstance described in paragraph (e) above, you shall, in the event such order is matched and executed, remain responsible for fulfilling any settlement obligations in respect of such transaction.

You acknowledge that HKEX, SEHK, SEHK Subsidiary, the relevant China Connect Market, the subsidiary of the relevant China Connect Market and their respective directors, employees and agents are not responsible or held liable for any such losses.

31 Operational Hours

SEHK has absolute discretion to determine from time to time the operational hours of the China Connect service, and will have absolute discretion to change the operational hours and arrangements of the China Connect service at any time and without advance notice whether on a temporary basis or otherwise. We shall not be under any obligation to inform you of any such determinations by the SEHK as to the operational hours of the China Connect service.

Where, for example, there is any price sensitive information relating to a Mainland China Listco during a time when China Connect Service is not in operation, the A Shares of the Mainland China Listco may continue to trade on the relevant China Connect Market and the price of such A Shares may move significantly. In such case, Northbound investors will not be able to trade in such shares until the next available Trading Day under China Connect.

32 Margin Trading

Subject to certain conditions prescribed by the China Connect Authorities, Hong Kong and overseas investors may conduct margin trading in China Connect Securities determined by the relevant China Connect Authorities to be eligible for margin trading ("**Eligible Margin Trading Securities**"). The HKEX will from time to time publish a list of Eligible Margin Trading Securities. The relevant China Connect Market may suspend margin trading activities in any specific A Share if the volume of margin trading activities in such A Share exceeds a threshold determined by the relevant China Connect Market and resume margin trading activities when the volume of margin trading activities drops below a prescribed threshold. Where the SEHK is notified by the relevant China Connect Market that a suspension or resumption involves a security on the list of Eligible Margin Trading Securities, the HKEX will disclose such information on its website. In such circumstances, any margin trading (except for margin trading in respect of China Connect Securities buy orders) in the relevant China Connect Security shall be suspended and/or resumed accordingly. The relevant China Connect Market reserves the right to require at some future date for margin trading orders to be flagged when routed to China Connect. Neither we nor any Related person shall have any obligation to update you in respect of the list of Eligible Margin Trading Securities or any restrictions or suspensions in respect of margin trading from time to time.

33 Rights Issuances

Where you receive any form of entitlement security from the issuer of a China Connect Security, if such entitlement security:

- (a) is a China Connect Security, you will be permitted to buy and sell the entitlement security through China Connect;
- (b) is not a China Connect Security but is a RMB denominated security listed on the relevant China Connect Market, you may be allowed to sell the entitlement security through China Connect but will not be permitted to buy such entitlement security;
- (c) is a security listed on the relevant China Connect Market but is not traded in RMB, you will not be allowed to buy or sell the entitlement security through China Connect; and
- (d) is not listed on the relevant China Connect Market, you will not be allowed to buy or sell the entitlement security on China Connect unless and until appropriate arrangements (if any) have been provided by HKSCC. It is possible that no such alternative arrangements will be provided.

34 Odd Lot Trading

Odd lot trading in China Connect Securities is available only for sell orders and all odd lots must be sold in one single order. A board lot order may be matched with different odd lot sell orders, resulting in odd lot trades. Board lot and odd lot orders are matched on the same platform on China Connect and subject to the same share price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB0.01.

35 Short Selling

Covered short selling of China Connect Securities may become available in due course provided such covered short selling satisfies the requirements specified by the relevant China Connect Authorities, including that short selling orders are only in respect of China Connect Securities designated as eligible for short selling, are appropriately flagged as such and that they are subject to an uptick rule. Naked short selling of China Connect Securities is prohibited. The China Connect Authorities may also suspend the ability to engage in short selling of any China Connect Security if the volume of short selling activity exceeds thresholds prescribed by the relevant China Connect Market. You will be fully responsible for understanding and complying with short selling requirements as in effect from time to time and for any consequences of non-compliance.

36 Stock Borrowing and Lending

The SEHK has announced that stock borrowing and lending will be permitted for eligible China Connect Securities as specified by the relevant China Connect Market for the purpose of (a) covered short selling and (b) satisfying the Pre-Trade Checking requirement. Stock borrowing and lending of eligible China Connect Securities will be subject to restrictions set by SEHK and the relevant China Connect Market, including but not limited to the following:

- (a) stock borrowing and lending agreements for the purpose of covered short selling shall have a duration of not more than one month;
- (b) stock borrowing and lending agreements for the purpose of satisfying the Pre-Trade Checking requirement shall have a duration of not more than one day (and roll-over is not permitted);
- (c) stock lending will be restricted to certain types of persons to be determined by the relevant China Connect

Market; and

(d) stock borrowing and lending activities will be required to be reported to SEHK.

The relevant China Connect Market will determine a list of China Connect Securities eligible for stock borrowing and lending. Special China Connect Securities are not eligible for stock borrowing and lending for the purpose of covered short selling (but are eligible for the purpose of satisfying the Pre-Trade Checking requirement). We will be required to file a monthly report to the SEHK providing details of our stock borrowing and lending activities with respect to China Connect Securities. This may include (amongst others) details of the borrower, lender, amount of shares borrowed/lent, amount of shares outstanding and date of borrowing/returning. Investors are advised to refer to the relevant provisions from time to time applicable in the SEHK China Connect Rules (as and when these are published) and in the China Connect Laws and China Connect Rules.

37 RMB Conversion

Any conversion of any currency into RMB pursuant to Clause 8 (Settlement, Reminbi Payments and Currency Conversion) may be subject to conversion limits. Settlement of a Northbound buy order may be delayed and/or fail if there is a delay in converting the relevant currency into RMB. Any risk, loss or cost resulting from any such delay or failure of settlement shall be borne by you.

38 Other risks associated with investing in China Connect Securities

General Mainland China related risk

Mainland China is an emerging market that possesses one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk.

Equity risk

Investing in China Connect Securities may offer a higher rate of return than investing in short term and in long term debt securities. However, the risks associated with investments in China Connect Securities may also be higher, because the investment performance of China Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with any equity portfolio is the risk that the value of the investments it holds might suddenly and substantially decrease in value.

General legal and regulatory risk

You must comply with all China Connect Laws and China Connect Rules. Furthermore, any change in any China Connect Laws or China Connect Rules may have an impact on the market sentiment which may in turn affect the performance of China Connect Securities. It is impossible to predict whether such an impact caused by any such change will be positive or negative for China Connect Securities. In the worst scenario, you may lose a material part of your investments in China Connect Securities. In addition, any litigation or other legal actions brought before the courts in Mainland China will be subject to Mainland China laws, rules and procedures, which are not the same as those which apply to the courts in Hong Kong.

Currency risk

RMB is not yet freely convertible in Hong Kong, and is subject to foreign exchange controls and restrictions. Particularly, conversion of RMB through banks in Hong Kong is subject to certain restrictions. It may be difficult for investors to convert RMB into Hong Kong dollars or other currencies or vice versa at any specific time, and conversion will be subject to conversion costs.

中華通補充條款及細則（下稱「本條款」）

1 釋義

- 1.1 除非文義上另有需要，否則本條款（包括本條款附錄）詞彙及短句的涵義與本條款附表或開戶表格及證券賬戶章則及條款（簡稱“開戶文件”）內的條款及細則所用者相同。
- 1.2 如本條款與開戶文件內的條款及細則有任何不一致之處，概以本條款為準。
- 1.3 就本條款而言，「中華通市場」指聯交所認為可接受及被納入有資格進行中華通交易的中華通市場名單中的中國股票市場。
- 1.4 中英文本如有任何歧異，概以英文本為準。

2 授權與應用

- 2.1 作為第一證券（香港）有限公司（“本公司”）的客戶，閣下特此委任並授權本公司根據本條款訂明的條款及細則（可不時修訂）提供全部或任何有關經中華通買賣中華通證券之投資服務。當閣下向本公司發出相關交易指令時，閣下即同意接受本條款，並確認閣下已閱讀並理解本條款附件所列之風險披露聲明及其他資訊。
- 2.2 本條款是開戶文件的增訂及補充，並不損害開戶文件，及構成開戶文件不可分割的部分。儘管開戶文件內有任何規定，當閣下告知本公司或向本公司表示有意透過中華通買賣中華通證券時，本條款將適用。

3. 遵守交易限制和市場規則

- 3.1 中華通證券的任何交易都受到中華通法律和中華通規則限制，本條款附件列出其中一些相關規則。閣下明白本公司概不對本條款附件中所列資訊的任何不準確或錯誤陳述負起責任。
- 3.2 本條款並不旨在涵蓋所有與中華通相關的規則、規定和特點。閣下須完全理解和遵守不時經修訂的所有市場規定，及完全負責承擔北向交易的任何後果、風險、損失或成本。如需獲得更多資訊，請不時參閱港交所網站和香港證監會網站上與中華通相關的網頁及其他相關資料來源。
- 3.3 如果本公司按本公司之絕對酌情決定權決定為中華通法律、中華通規則或市場慣例之目的必須或可取的，本公司有權對中華通的中華通證券交易採取任何程序或要求。本公司或關聯人士不對此程序或要求而導致的任何直接或間接的損失或風險承擔任何責任。
- 3.4 如果存在以下情況（包括但不限於），本公司可按本公司之絕對酌情決定權拒絕執行閣下發出的任何指示：
 - a. 該指示不符合中華通法律或中華通規則，或者本公司合理認為該指示可能與任何中華通法律或中華通規則不符，或者本公司經聯交所要求不接受該等指示；
 - b. 對於任何北向賣出中華通證券的指示，本公司按本公司之絕對酌情決定權確定閣下在發出該等指示時沒有足夠的股票完成交付義務或如果提交該指示將會使本公司違反中華通法律或中華通規則下的交易前檢查要求或相關要求；以及
 - c. 對於任何北向買入中華通證券的指示，本公司按本公司之絕對酌情決定權決定閣下在交收日沒有足夠的資金完成付款義務。

在不損害前述條款的原則下，本公司可絕對酌情決定拒絕收取及/或接受閣下/閣下之保管人關於中華通股票的存入，並不必為此提供任何原因。

- 3.5 在不影響前述條款的前提下，在相關情況（包括但不限於在中華通監管機構要求或指示）下，本公司無需事先通知閣下，可按本公司之絕對酌情決定權暫停、終止或限制閣下通過本公司進入中華通市場。閣下確認及接受，如閣下下達的任何北向買賣盤不符合任何市場規定，或如相關中華

通主管當局相信該買賣盤可能不符合任何市場規定，任何中華通主管當局亦可拒絕該買賣盤。對於因本公司的拒絕或任何中華通主管當局的拒絕接受，而引起或產生閣下直接或間接招致或蒙受的任何損失或風險，本公司或任何相關人士概不承擔任何法律責任。

- 3.6 如聯交所、聯交所附屬公司或香港結算獲相關中華通市場交易所、中國結算或任何其他相關交易所、結算所或政府或監管機構通知，有合理的理由相信閣下未能遵守或者違反了任何中華通法律或中華通規則，經本公司要求，閣下應提供本公司合理要求的資訊（如本公司要求，包括中文譯本），使本公司能夠協助相關交易所、結算機構或政府或監管機構（包括但不限於中華通市場交易所、中國結算或任何中國政府或監管機構或當局）評估是否存在任何不符合或者違反了任何中華通法律或中華通規則的情況和 / 或不符或違反的程度。透過提供該資訊，閣下被視為放棄可能適用的任何銀行或其他保密法和資料保護法的權益。

4. 風險披露及確認

當指示本公司進行任何中華通證券交易時，閣下已確認如下內容：

- 4.1 閣下已閱讀並理解本條款附件所列的風險披露和其他資訊，並且明白該附件所列閣下的義務、包括違反中華通法律和中華通規則的任何後果。
- 4.2 存在禁止中華通證券交易的風險，並且閣下的中華通證券交易訂單可能不會被接受。
- 4.3 本公司及關聯人士不對閣下由於本公司及關聯人士就提供中華通證券交易的作為或不作為（包括但不限於本條款附件所列的任何風險因素的發生）而造成的任何直接或間接損失、責任或第三方的申索或要求負責。
- 4.4 如果發現閣下或本公司或本公司的客戶進行了或可能進行中華通市場規則規定的任何異常交易或者未能遵守任何中華通規則，聯交所有權不向閣下提供任何中華通服務，並有權要求本公司不接受閣下的指示。
- 4.5 如果違反中華通市場規則或任何中華通法律或中華通規則所指的任何披露或其他義務，(i) 中華通市場交易所所有權進行調查，並且可以通過聯交所（或聯交所附屬公司、或其他政府機構、或監管機構）要求本公司或關聯人士 (a) 提供與閣下有關的任何資訊和材料，包括但不限於有關閣下的身份、個人資料和交易活動的資訊和材料，以及 (b) 協助中華通監管機構進行與閣下或閣下交易活動相關的調查；以及 (ii) 如果閣下違反或未能遵守該法律、規則和法規，閣下可能遭受監管調查和承擔法律和監管後果。
- 4.6 為協助中華通市場交易所對中華通市場的監管檢查、實施中華通規則以及作為聯交所、聯交所附屬公司和相關中華通市場交易所之間監管合作協定的一部分，經相關中華通市場交易所請求，聯交所可以要求本公司就本公司代表閣下或其他人士下達的任何中華通訂單或者進行的中華通交易，提供與閣下或聯交所中華通規則中所指的其他人士相關的資訊（包括但不限於有關閣下的身份、個人資料和交易活動的資訊）。
- 4.7 如果中華通監管機構認為存在嚴重違反中華通市場規則的情況，本公司可能被中華通監管機構要求 (a) 向閣下發出（書面或口頭）警告；以及 (b) 停止向閣下提供任何通過中華通進行中華通證券交易的服務。
- 4.8 在本公司通知閣下的北向買入訂單已交收前，閣下將不會就該北向買入訂單所買入的中華通證券發出北向賣出訂單。
- 4.9 閣下確認並同意，本公司或任何關聯人士按照中華通監管機構不時規定的期間間隔和形式，向其提供與閣下和閣下的檔案有關的資訊（包括北向交易買賣訂單的種類和價值以及本公司代表閣下

執行的交易)，包括就中華通監管機構進行的調查或檢查提供該等資訊。

- 4.10 閣下確認並將負責支付中華通法律或中華通規則要求的與中華通證券和該證券股息或權益相關的所有費用、收費、徵稅和稅費，並遵守任何相關申報或註冊登記義務。
- 4.11 閣下確認並接受，本公司受限於中華通規則下保存記錄的要求，因此將會保存與閣下北向交易相關的記錄(包括電話、電子通訊記錄和賬號資訊)20年或中華通規則或法律要求的其他年限。
- 4.12 閣下確認並接受，聯交所可根據相關中華通市場交易所的請求，要求本公司拒絕代表閣下發出的任何訂單。
- 4.13 閣下確認並接受，中華通監管機構和其各自董事、僱員和代理人不對本公司或任何關聯人士、閣下或任何其他第三方因(i)中華通證券交易或對中華通路由系統對中華通證券的操作；或(ii)任何對中華通規則的修改、制訂或執行，或(iii)中華通監管機構為實施其監督或檢查義務或職能採取的任何行動(包括對異常交易活動而採取的任何行動)，遭受的任何直接或間接的損失或損害負責或承擔責任。

5. 聲明

5.1 閣下持續向本公司作出本條款所列的如下聲明：

- (a) 閣下不是中華人民共和國居民，或於中國人民共和國法律下成立或註冊的公司；
- (b) 如果閣下是中華人民共和國居民，閣下使用閣下合法擁有的、在中國內地境外的資金進行中華通證券投資；或如果閣下是根據中國內地法律設立或登記的實體，閣下投資中華通證券是根據中國內地有法定資格的監管部門已批准的任何機制(包括合格境內機構投資者機制，如適用)或中國內地有法定資格的監管部門的其他批准進行的；
- (c) 閣下瞭解並會遵守相關的中華通法律或中華通規則和中華人民共和國其他的相關法律和條款(包括關於境外外匯和申報的相關法律)，而有關內容將隨時會被更改；
- (d) 執行閣下向本公司發出的任何指示不會違反任何中華通法律或中華通規則；以及
- (e) 閣下明白並已評估了與中華通有關的風險因素，以及閣下願意承擔與中華通有關的風險。

5.2 在每次下達中華通證券賣出訂單指示當天，閣下向本公司作出如下承諾：

- (a) 閣下不知曉任何可能對該中華通證券的有效性造成損害的事實，以及閣下有權全權對此接受、處理和發出指示、授權或聲明；
- (b) 不存在對該中華通證券不利的權利主張；
- (c) 除了聯交所規則或中央結算系統規則明確限制外，不存在對該中華通證券轉讓的限制；以及
- (d) 在有關交易指示是為出售某中華通證券的一筆或多筆碎股的情況下，該指示乃為涵蓋客戶所持有的該中華通證券的全部碎股而非只是當中部分。

6. 處理訂單

- 6.1 本公司將會公平的處理客戶訂單。本公司在處理訂單時，可能會將閣下的北向交易訂單與其他客戶或本公司其聯屬公司的北向交易訂單合併處理。這可能在某些時候使閣下處於不利地位，並且由於本條款附件所述限額控制的原因，可能導致閣下的訂單僅部分執行或全部無法執行。
- 6.2 所有提交適用開市競價或持續交易時段開始(「開市」)的客戶訂單或交易(「客戶訂單」)將由本公司按照能夠確保所有該等客戶訂單公平、平等的參與開市的方式進行操作。僅在本公司系統將客戶訂單提交適用開市競價或持續交易時段開始之時，本公司方視所有該等客戶訂單已為本公司收悉。

7. 遵守交易前檢查要求

- 7.1 閣下承諾閣下將會遵守中華通監管機構、中華通機構強制要求的或本公司通知閣下的與交易前檢查有關的任何要求。
- 7.2 另外，閣下承諾會確保在適用的截止時間（由本公司不時通知閣下的），閣下賬戶中有足夠可用的中華通證券，以滿足在有關交易日任何擬作出的賣出訂單。
- 7.3 如本公司認為在適用的截止時間前（由本公司不時通知閣下的），無論因何等原因閣下的賬戶內沒有足夠可用的中華通證券以交收賣出訂單，本公司可以根據其自身的絕對酌情決定權：
- (a) 拒絕閣下的賣出訂單（部分或全部）；
 - (b) 使用本公司在指定的中央結算系統股票賬戶內自有或本公司代客持有的中華通證券以滿足閣下賣出訂單的事前檢查要求。在此情況下，因本公司購入或通過其他途徑獲得閣下賣出訂單下未能交付的等量中華通證券所產生的任何費用、損失或支出，閣下需按照本公司根據其自身的絕對酌情決定權確定的條款、價格（包括與之相關的費用和支出）和時間補償本公司；或
 - (c) 採取任何本公司認為符合交易前檢查和 / 或相關中華通法律或中華通規則所必需或可取的行動以彌補閣下的差額（包括但不限於，採用本公司通過其他途徑可得中華通證券）。
- 7.4 另外，如果由於任何其他原因本公司認為可能不符合中華通法律或中華通規則，本公司可以自行決定拒絕閣下的賣出訂單（部分或全部）。由於不符合或潛在不符合交易前檢查和 / 或相關中華通法律和中華通規則而造成的任何風險、損失或費用將由閣下承擔。
- 7.5 如閣下對分配給閣下所管理的基金的中華通證券發出賣出訂單，閣下承諾會確保在適用的截止時間（由本公司不時通知閣下的），閣下賬戶中有足夠可用的中華通證券分配給該基金以滿足相關交易日的該賣出訂單。在所有情況下，閣下有責任確保閣下所管理的每支基金符合其所適用的所有中華通法律和中華通規則。

8. 交收和貨幣兌換

- 8.1 由於所有的北向交易都以人民幣交收，如果本公司在北向交易買入訂單交收前不能收到足額的人民幣資金以支付該筆中華通證券買單，交收將會延遲及 / 或失敗。閣下將可能無法取得賣出或轉讓該中華通證券的權利。當本公司代表閣下持有任何資金時，如果沒有充足的人民幣資金支付任何中華通買入訂單或其他與中華通有關的支付義務，閣下授權本公司將本公司代閣下持有的任何幣種的資金兌換為人民幣以達到此支付目的。
- 8.2 無論本公司的開戶文件如何規定，當根據本中華通條款需要將一種貨幣兌換為另一種時，該兌換可由本公司以合理的商業方式自動進行，無需事先通知閣下。根據本中華通條款將一種貨幣兌換為另一種貨幣而造成的或與之有關的任何風險、損失或者費用（包括費用、收費及 / 或傭金）將由閣下承擔。
- 8.3 閣下同意如果閣下不能按時支付任何與中華通證券買入指示有關的付款義務，本公司有權無需事前通知閣下而立即採取本公司認為合適的方式以減少或消除本公司遭受或可能遭受的任何損失或責任（包括但不限於，採取任何措施賣出、變現、處置或其他方式處理相關中華通證券），並且閣下應補償本公司並確保本公司免受因行使上述權利而產生的任何責任、費用或其他損失。閣下進一步同意，本公司無需對閣下因本公司或本公司的代理人根據本條採取或未採取行動所導致的任何損失、價值減損或其他損害承擔任何責任。
- 8.4 無論現有條款如何規定，當本公司認為人民幣的流動性不足，無法交收任何買入訂單時，本公司可根據其絕對酌情決定權拒絕閣下下達的該買入訂單指示。

9 銷售、轉讓和追繳

- 9.1 當本公司根據中華通規則收到中華通監管機構要求本公司出售和清算一定數額的中華通證券之通知(「**強制出售通知**」)時,本公司將有權向閣下發出相應的通知(「**客戶強制出售通知**」),要求閣下在相關中華通監管機構指定的期限內出售和清算閣下在本公司賬戶內的任何數額(由本公司根據其自身的絕對酌情決定權確定)的該中華通證券。閣下承諾遵守任何該客戶強制出售通知。
- 9.2 就任何強制出售通知而言,閣下授權本公司在閣下未能及時遵守客戶強制出售通知時,以閣下的名義,在遵守所有中華通法律和中華通規則所必需的範圍內,按照本公司根據本公司絕對酌情決定權決定的價格和條款出售或安排出售該中華通證券。
- 9.3 當受限於強制出售通知的、閣下所擁有的中華通證券已經從交收相關北向交易買入訂單的結算參與人(「**原結算參與人**」)轉移到另一結算參與人或託管人(「**受讓代理人**」)時,閣下授權本公司以閣下名義向受讓代理人發出指示要求其將相關中華通證券歸還給原結算參與人,以使原結算參與人根據中華通法律和中華通規則進行出售和清算。閣下亦承諾通知受讓代理人此項授權,並且在需要時,閣下承諾指示受讓代理人依此執行。
- 9.4 如果本公司從任何中華通監管機構收到通知,要求閣下返還因違反短線交易獲利規則(如附件中第15段(**短線交易獲利規則**))所述的任何收益,閣下授權本公司出售或安排出售閣下所擁有的任何數額的中華通證券。
- 9.5 除以上情況外,閣下授權本公司對閣下所擁有的中華通證券採取出售、轉讓或任何其他行動,如果任何中華通監管機構向本公司提出該要求,或本公司根據其自身的絕對酌情決定權決定以上作法是為了符合任何中華通法律或中華通規則所必須或可取的。
- 9.6 本公司及任何關聯人士對本公司或任一關聯人士根據本條採取的任何措施而閣下直接或間接導致的任何損失或風險不承擔任何責任。

10 託管

10.1 適用

本條僅適用於當閣下根據中華通規則和中華通法律下的交易前檢查向本公司交付中華通證券的情況。

10.2 託管服務的性質

- (a) 閣下確認本公司只向閣下提供與中華通規則和中華通法律下的交易前檢查有關的託管服務。由於該託管服務並非本公司的日常業務,因此本公司只會提供有限的託管服務。本條款並不影響閣下與本公司的附屬機構之間達成的任何向閣下提供託管服務的協定。
- (b) 閣下確認本公司為其他客戶及其自身進行中華通證券業務。
- (c) 閣下應單獨對根據本條款持有的中華通證券所涉及有關的、任何相關政府機構或其他機構要求的所有申報、報稅和交易報告負責。

10.3 開立託管賬戶

- (a) 閣下授權本公司在本公司簿冊中以接收、妥善保管和維護中華通證券為目的開立一個或多個託管賬戶(「**託管賬戶**」)。
- (b) 本公司將根據其合理的酌情決定權決定是否將擬交付的任何中華通證券接收至託管賬戶。

10.4 託管程序

- (a) 在通過最終交收收到中華通證券前,本公司沒有義務將該等中華通證券貸記入託管賬戶。

- (b) 如果本公司收到一個或多個指示使從託管賬戶交付的中華通證券的數量超過已貸記入託管賬戶的數量，本公司可拒絕任何該等指示或按任意順序選擇執行任何指示的部分或全部。
- (c) 閣下確認交付中華通證券和相應的支付可能不會同時進行。因此，如果本公司收到指示要按付款交付中華通證券或按交付支付中華通證券，本公司可能按照相關市場慣例、規則、以及/或者適用的法律或法規對中華通證券進行或接收支付或交付。
- (d) 本公司僅在收到特定指示後根據特定指示(除非本條款另有明確規定)對中華通證券進行支付，以及/或者接收或交付中華通證券。
- (e) 除非本公司收到並接受相反指示，本公司無需任何指示可進行如下操作：
 - (i) 以閣下名義或代表閣下簽署與中華通證券有關的任何(1)為接收任何中華通證券或資金的目的所需的文件或(2)任何稅務或監管機構所要求的文件。(ii) 對與中華通證券有關的支付或分派(無論是依據股息、紅股派送、股份拆細或重組、準備金資本化或其他)進行代收、接收和/或採取其他的必要或適當的措施。
- (f) 閣下確認本公司可在本公司根據其絕對酌情決定權決定的時間向閣下或閣下的通常託管人再次交付本公司以閣下名義進行交收時沒有使用的任何中華通證券。同樣，閣下確認，本公司可在收到閣下帳戶內中華通證券的任何分派或付款的一個交易日內向閣下或閣下的通常託管人或本公司交付或支付該等分派或付款(扣除閣下應向本公司支付的任何費用或其他開銷的淨額)。由於對於該再次交付或支付本公司可能需要事先授權，閣下將在收到本公司的請求後立即(向本公司以及/或閣下的通常託管人以及/或任何其他人)發出本公司所需的指示。
- (g) 在本公司盡合理努力之後，仍未能(i)向閣下或閣下的通常託管人再交付該中華通證券，或者(ii)向閣下或閣下的通常託管人或本公司交付或支付任何分派或付款的情況下，例如但不限於，當閣下未根據本公司的合理請求提供所需指示，並且/或者閣下的通常託管人拒絕接受任何中華通證券的交付或付款，閣下授權本公司根據本公司的絕對酌情決定權進行出售、變現或以其他方式處置相關中華通證券，並將銷售、變現和/或處置所得以及/或者任何分派或付款過戶至閣下的通常銀行帳戶，或如果沒有銀行帳戶，則過戶至本公司為閣下於第三方銀行(即在收到向閣下所選帳戶進行支付的指示前，本公司根據本公司的絕對酌情決定權所選的第三方銀行)開立的賬戶。
- (h) 本公司沒有任何義務對閣下帳戶內與中華通證券有關的任何支付或分派進行代收、接收或採取任何其他措施(包括出席任何股東大會以及/或行使任何投票權)，或通知閣下與中華通證券有關的任何通知、通函、報告、公告或類似公司行為的條款或存在。閣下確認在特定情況下，包括但不限於，因任何中華通法律或中華通規則，使香港結算或其代理人(以及本公司或閣下)難以、不能或不被允許行使任何與中華通證券有關的權利或權益，或參與任何與之相關的行動、交易或其他事項。如果本公司進行了該代收、接收或採取該行為，或向閣下提供該通知，或根據該通知採取任何行動，本公司：
 - (i) 不對任何不準確或延遲承擔任何責任；以及
 - (ii) 沒有繼續或重複任何該行為的義務。

10.5 匯集/次託管/結算系統

- (a) 本公司可將中華通證券匯集，並視其與其他客戶相同的中華通證券可互換。本公司可在任意時間向閣下分配等量的中華通證券，而不必向閣下歸還閣下向本公司交付的原中華通證券。

- (b) 根據法律、法規或市場慣例的要求，本公司可將中華通證券存放在任何次託管人或結算系統，並不對任何次託管人或結算系統的執行或監管或其操作負責。另外，本公司不對任何結算系統的任何行為、疏忽或破產負責。如果閣下因任何結算系統的疏忽、故意違約或破產而產生損失，本公司將根據其自身的絕對酌情決定權採取合理措施向相關結算系統尋求補償，但本公司沒有義務進行法律訴訟、在任何破產程序中提交申索證明、或採取類似措施。

10.6 閣下確認

- (a) 在本中華通條款生效期間，閣下確認：
- (i) 閣下有權在託管賬戶保存並持有中華通證券，並且不存在對任何交付中華通證券有或可能有不利影響的申索或權益負擔；以及
 - (ii) 如果閣下作為閣下客戶的代理人，無論在任何時候是否向本公司明示，該客戶不是或不被視為本公司的客戶或間接客戶，閣下是本條款下的義務的本人。
- (b) 閣下將根據本公司的請求立即執行本公司為履行本條款下義務或符合中華通規則或中華通法律的要求所需的文件，並採取本公司為上述目的要求的行為和行動。

10.7 託管職責和責任

- (a) 本公司僅有本條款明確提出的職責。本公司沒有受信責任或其他隱含職責或其他任何類似義務。
- (b) 本公司履行本公司的職責受限於：
- (i) 所有相關的當地法律、法規、法令、命令和政府法案；
 - (ii) 任何相關股票交易所、結算系統或市場的規則、操作程序和慣例；以及
 - (iii) 本公司無法合理控制的任何事項或情況。
- (c) 對於本第 10 條所述任何託管服務：
- (i) 本公司不對閣下遭受的任何損失或損害負責，除非該損失或損害由本公司的疏忽、故意不當行為或欺詐所致；
 - (ii) 對於託管賬戶或本公司有關的服務，本公司在任何情況下不對任何的間接損失或損害（包括但不限於利潤損失）負責，無論是否可預見，亦無論該申索以何種行為提出；及
 - (iii) 對於疏忽或故意不當行為，本公司的責任不能超過在相關時間替換相關中華通證券的費用或相關中華通證券的市場價值（取其較低者）。
- (d) 本公司可確認接收指示的截止時間。如果本公司在已確認的截止時間之後收到指示，本公司可視為在下一交易日接收到此指示，並依此行事。

10.8 利息

閣下託管賬戶將不存在應付利息。

10.9 留置權

對於閣下對本公司的所有欠款，本公司除可能享有的其他救濟外，對代閣下或閣下賬戶所持有的所有中華通證券，本公司將享有持續的一般留置權。

11 客戶資訊

11.1 若閣下指示本公司代表閣下的客戶進行中華通證券北向交易（「客戶交易」），閣下需要保存與客戶交易有關的任何客戶指示和帳戶資訊（該等記錄「客戶資訊」）不少於 20 年（或本公司根據中華通法律或中華通規則可能指示閣下的其他期限）。

11.2 若閣下指示本公司進行客戶交易，並且閣下知道閣下的客戶（直接或間接通過其他中介）以另一

人士的中介人身份行事，而該人士為客戶交易的實益所有人，閣下承諾並確認閣下已經採取措施：

- (a) 要求閣下的客戶在11.1 中所指明的期限內保存或促使保存與該客戶交易的實益所有人有關的客戶資訊；以及
- (b) 使閣下有權在本公司指明的期限內經請求獲得或披露與該實益所有人有關的客戶資訊，或促使獲得或披露該資訊。

11.3 若本公司收到任何中華通監管機構有關客戶交易的查詢，閣下應在要求下並在本公司指明的期限內，向本公司或相關中華通監管機構披露與客戶交易的實益所有人有關的客戶資訊，或促使披露該資訊。

12 彌償

12.1 除本公司在現有條款及細則下的任何權利外及在不損害本公司的該等權利的情況下，對於直接或間接因本公司或本公司任何相關人士就閣下買賣或投資於中港通證券向閣下提供任何服務而導致的任何申索、索求、行動、法律程序、損害賠償、費用、開支、損失及所有其他任何種類的法律責任，包括但不限於：

- (a) 在中華通下交易或持有中華通證券而產生的任何稅費支出；
- (b) 本條款附件所指任何風險的實現；
- (c) 本公司或本公司任何相關人士因閣下作出的任何指示而招致的任何法律費用；
- (d) 因持有中華通證券而需要向任何結算系統支付的費用和開銷；或
- (e) 因上述第 9 條（銷售、轉讓和追繳）而招致的任何費用，閣下將按完全彌償基準向本公司及每一相關人士作出彌償。

12.2 除本公司可能有的任何其他權利或補救方法外及在不損害本公司可能有的任何其他權利或補救方法的情況下，本公司有絕對酌情權，透過以本公司絕對酌情決定的方式出售、變現或以其他方式處理本公司或任何相關人士為任何目的在閣下設於本公司或任何相關人士之任何賬戶中全部或部分持有的任何財產，並將所得用於扣減閣下對任何稅務機關或本公司任何相關人士負有的全部或部分負債，以立即滿足上文第 12.1 條提述的任何申索、要求、行動、法律程序、損害賠償、成本、開支、損失及所有其他負債，以及履行本公司或任何相關人士或閣下的繳納各種稅務或為其報賬的義務，而無需進一步通知或提出要求。

12.3 本公司或任何相關人士概不對本公司或任何相關人士就以上規定採取的任何行動所造成的任何直接或間接損失或風險承擔任何法律責任。

12.4 關於閣下的任何中港通證券的買賣或投資或持有，閣下須完全及單獨負責支付任何中港通主管當局或任何有關市場規定可能要求的所有費用、收費、徵稅及稅項，並且須遵守中港通主管當局或任何有關市場規定可能要求的任何提交或登記義務。

13 費用和稅費

13.1 閣下應負責支付中華通法律或中華通規則規定的與任何中華通證券和該等中華通證券任何股息和權益有關的所有稅費，並須遵守中華通法律或中華通規則規定的與任何中華通證券和該等中華通證券任何股息和權益有關的任何申報或登記義務。

13.2 如果根據中華通法律或中華通規則本公司被要求支付任何稅費，本公司可在需要時通知閣下並要求閣下向本公司提供本公司認為為滿足其自身義務所必需的任何相關資訊。閣下必須在接獲請求時立刻向本公司提供該等資訊和文件，例如但不限於閣下購買中華通證券的費用、閣下或任

何實益所有人的稅收狀況或居所。本公司可從應向閣下支付的款項中預提或扣除相關稅費的金額，閣下仍須承擔任何不足部分。

13.3 如果在合理時限內，本公司未從閣下收到任何請求提供的資訊以履行本公司的義務，本公司有權根據本公司的絕對酌情決定權，無需進一步向閣下發出通知或請求，為了滿足本公司或閣下支付或抵付任何金額稅費的義務，立即賣出、兌現或按本公司根據本公司的絕對酌情決定權決定的其他處理方式處置閣下在本公司賬戶內的、為任何目的由本公司持有的全部或部分財產，並使用所得款項抵消閣下對任何稅務機關或本公司的欠款。

13.4 本公司沒有責任核對閣下提供的資訊的準確性，並且有權依據該資訊履行本公司的義務。

13.5 本公司對未能享受任何稅收減免或沒有獲得稅收抵免優惠不承擔任何責任。

14 責任

無論本中華通其他條款如何規定，對於任何損害、責任或損失（包括利潤損失），本公司及任何關聯人士概不負責，亦不就該等損害、責任或損失對閣下承擔任何責任，除非該等損害、責任或損失是因本公司或關聯人士的欺詐、故意失責或過失所致。

15 終止

閣下及本公司可隨時向對方給予不少於30日的事先書面通知終止本條款或本條款在現有條款及細則終止後自動終止。第 3 條（遵守交易限制和市場規則）、第 4 條（風險披露和確認）、第 9 條（銷售、轉讓和追繳）、第 12 條（彌償）、第 14 條（責任）、及第16.3在本條款終止後繼續有效。當本條款終止時，本公司將根據閣下的指示交付中華通證券及現金。如果閣下未能發出指示，本公司將繼續持有中華通證券和/或現金，並就此收取按照根據本公司的絕對酌情決定權決定的收費。在任何情況下，本公司有權根據其自身的絕對酌情決定權決定繼續持有中華通證券和/或現金，以便完成需要以閣下名義交收的交易。

16 雜項

16.1 閣下將會按本公司不時的收費標準支付與本條款相關的費用、收費和支出。

16.2 閣下將會按照本公司合理的請求簽署任何其他必要的文件和 / 或提供任何資料和資訊，以便因中華通規則不時修改或補充而變得必要時，本公司能夠履行本公司在本條款下的職責和義務。

16.3 如果中華通監管機構或與港交所或聯交所達成資訊共用安排或協定的交易所、監管機構或其他機構（無論是在香港境內或境外）要求任何資訊，閣下將會根據本公司的請求提供所有該等資訊（包括中文譯本，如有需要）。閣下確認，如閣下未能遵守本條的規定，可能導致包括暫停向閣下提供中華通服務在內的後果。

16.4 本公司可根據開戶文件條款，經事先書面通知，有權修改任何本條款內的條文。

16.5 如果本條款的任何條文全部或部分被認為不合法、無效或無法執行，該條文將在作出必要的刪除和修改以使其成為合法、有效和可執行並考慮各方當事人的商業意圖後適用。

16.6 任何一方未能或延遲行使本條款下的任何權利或救濟不應被視為已放棄該權利或救濟；任何單獨或部分行使任何權利或救濟亦不妨礙該權利或救濟的其他或進一步行使，或行使任何其他權利或救濟。放棄追究對本條款的違反行為不構成放棄追究之後其他任何違反行為。

16.7 除另一方給予書面同意的情況下，雙方均不可出讓或轉讓部份或全部本條款下的權利或責任。

17 適用法律和管轄

17.1 本條款受香港法律管轄。

17.2 各方同意服從香港法院對本條款下引起的或與本條款相關的任何爭議的專屬管轄權。

附表；定義

以下引號內的粗體詞語具有下述或現有條款含義：

「**A 股**」指在中國內地 A 股市場（上海和深圳）而非聯交所上市和交易的、由中國內地註冊公司發行的任何證券。

「**平均定價**」指對基金經理在同一個交易日內交易的中華通證券，按每只中華通證券平均價格分配或適用於該基金經理管理的每一個基金。

「**現金**」指本公司根據本條款收到的人民幣現金或現金等價物。

「**中央結算系統**」指香港結算營運的、用於結算聯交所上市或交易的證券的中央結算和交收系統，以及 / 或者為中華通設立的任何系統。「**中華通**」指為互相進入聯交所和相關中華通市場，由聯交所、相關中華通市場交易所、香港結算和中國結算建立的或將要建立的證券交易及結算互聯互通機制。

「**中華通監管機構**」指管理中華通和與中華通有關活動的監管機構，包括但不限於，中國證監會、人民銀行、外管局、香港證監會和其他對中華通具有管轄權、職權或責任的管理機構、代表機構或監管機構。

「**中華通機構**」指提供中華通服務的交易所、清算系統和其他機構，包括但不限於，聯交所、香港結算、聯交所附屬公司、相關中華通市場交易所和中國結算。

「**中華通法律**」指香港和中國內地不時頒佈的關於中華通或與中華通活動有關的法律和法規。

「**中華通市場**」指相關中華通市場交易所。

「**中華通市場系統**」指由中華通市場交易所營運的用於在相關中華通市場進行中華通證券交易的系統。

「**中華通規則**」指由任何中華通監管機構或中華通機構不時頒佈或適用的關於中華通或中華通有關活動的任何規則、政策或指引。

「**中華通證券**」指任何在相關中華通市場交易所上市，並適用於香港和國際投資者通過中華通進行交易的證券。

「**中華通服務**」指聯交所附屬公司向相關中華通市場交易所傳送交易所參與人下達的北向交易訂單以買賣中華通證券的訂單傳送安排服務，以及其他相關支援服務。

「**中華通條款**」指可能會不時修訂、更新、以及/或補充的本中華通補充條款。

「**中國結算**」指中國證券登記結算有限公司。

「**結算參與人**」具有香港中央結算系統一般規則所指含義。

「**客戶資訊**」具有第 11.1 條所指的含義。

「**客戶證券規則**」指證券和期貨（客戶證券）規則（香港法例第 571H 章）。

「**中華通路由系統**」指中華通下用於接收和傳送訂單到中華通市場的交易系統以實現自動撮合和執行的中華通交易系統。

「**客戶交易**」具有第 11.1 條所指的含義。

「**中國證監會**」指中國證券監督管理委員會。

「**中國證監會《中華通規則》**」指由中國證監會頒佈、規定中華通的開通和運營規則。

「**交易所參與人**」具有聯交所規則所指含義。

「**現有條款**」指適用於閣下與本公司之間規管本公司向閣下提供證券交易服務的現有條款、客戶戶口協定以及 / 或者其他相關通知和披露，無論書面還是非書面，包括但不限於，一般條款和任何特別條款（包括任何規管證券現金戶口的特別條款）。

「強制賣出通知」具有第 9.1 條規定的涵義。

「H 股」指由中國內地註冊的公司發行的並在聯交所上市的任何證券。

「港交所」指香港交易及結算所有限公司。

「香港結算」指香港中央結算有限公司，一間由港交所全資擁有的附屬公司。

「中國內地」中華人民共和國（除香港特別行政區、澳門特別行政區和臺灣地區）。

「中國內地上市公司」具有本條款附件第 14 段所指含義。

「中國內地居民」指中華人民共和國公民，並且不在中國內地以外的其他司法管轄區擁有永久居留權。

「非交易股票過戶」指涉及中華通證券實益所有人變更的中華通證券過戶，且該過戶未通過中華通服務進行，亦未在中華通市場執行。

「北向交易」指香港和國際投資者通過中華通進行的中華通證券交易。

「人民銀行」指中國人民銀行。

「交易前檢查」指中華通法律下的要求，根據此要求，如果投資者在其賬戶內沒有充足可用的中華通證券，相關中華通市場交易所可以拒絕賣出指示。

「關聯人士」指本公司的任何附屬機構，或者任何本公司或本公司附屬機構的董事、高級工作人員、僱員或代理人。

「人民幣」指中國內地的法定貨幣，在香港可交付使用。

「外管局」指國家外匯管理局。

「聯交所」指香港聯合交易所有限公司。

「聯交所附屬公司」指聯交所的全資附屬公司，根據證券及期貨條例授權作為自動交易服務提供者，並根據中國內地相關法律持牌提供中華通訂單傳送服務。

「香港證監會」指證券及期貨事務監察委員會。

「證券及期貨條例」指證券及期貨條例（香港法律第 571 章）。

「特別中華通證券」指聯交所（詢問相關中華通市場交易所後）不時接受或者選定的只適合中華通賣出訂單而不適合中華通買入訂單的相關中華通市場交易掛牌上市的任何證券。

「稅費」指所有可追溯、現時或將來的就(i)中華通證券或現金，(ii)根據本條款有效的任何交易，或(iii)閣下有關係的稅款、關稅、徵稅、課稅、收費、估稅、扣除、扣繳和相關責任，包括額外稅款、罰款和利息。

「交易日」指聯交所開市進行北向交易的日子，“T 日”指交易執行日，“T+1”日指 T 日之後的第一個交易日，或在資金交收的情況下，第一個工作日（香港和中華通市場銀行通常開市營業日）。

「閣下」指本條款所致的客戶，及為其客戶行事的主事人(如適用)。

「本公司」指第一證券(香港)有限公司。

附件：風險披露和其他信息

本附件描述了與中華通有關的部分主要風險因素和其他信息。本附件並未披露通過中華通進行北向交易的所有風險和其他重要方面。閣下應確保閣下明白中華通和北向交易的性質和相關風險，並仔細考慮（並在必要時諮詢閣下的顧問）買賣中華通證券對於閣下的情況是否合適。買賣中華通證券是閣下自己的決定，但除非閣下充分理解並自願承擔與中華通相關的風險，並有能力遵守相關的中華通法律和中華通規則，閣下不應該進行中華通證券交易。閣下確認以下風險並同意本附件的條款。閣下有責任關注中華通法律和中華通規則的變化，並遵守新的規定。本公司未聲明本附件中所列信息是最新的，也不承諾會更新本附件所列相關信息。另外，本公司對該信息不提供任何保證，以及該信息不構成本公司的法律、財務或稅務或任何類似意見。

1 證券所屬地規則

中華通的一個基本原則是相關證券所屬地的法律法規對該證券的投資者適用。對於中華通證券而言，中國內地為其所屬地，因此，通用的原則是中華通證券的投資者需遵守相關中華通市場交易所規則和其他中國內地的證券法律法規。如果違反該規則和法規，相關中華通市場交易所所有權進行調查。儘管如此，香港的某些法律和監管規定將仍然繼續適用於北向交易。

2 交易前檢查

對於交易所參與人發出的任何北向交易賣出訂單，聯交所需要審查相關交易所參與人是否持有足夠且可供使用的中華通證券以滿足該北向交易賣出訂單。交易前檢查將會在每個交易日開始前進行。

因此，由於交易前檢查的相關要求閣下可能無法執行北向交易賣出訂單。閣下需注意本中華通補充條款及細則第 7 條（**遵守交易前檢查要求**）所列條文。特別注意，如果相關中華通證券因任何原因延遲或未能過戶到本公司任何結算賬戶，或如果出於其他任何理由本公司認為存在違反中華通法律或中華通規則的情況，閣下可能無法執行中華通證券賣出訂單。

因不符合或可能不符合交易前檢查和/或相關中華通法律或中華通規則導致的任何風險、損失或費用應由閣下自行承擔。

3 交收

北向交易將遵循 A 股股票的交收循環。中華通證券交易交收方面，中國結算將於 T 日在其參與人（包括作為其結算參與人的香港結算）的證券賬戶記賬或扣賬，無需付款。本公司現有交收安排可能與中國結算的交收安排不盡一致。除非本公司同意墊款，此等交易的款項交收將於 T+1 日完成。本公司可根據其自身的絕對酌情決定權決定提供交收墊款。如果本公司同意為中華通證券交易交收提供墊款，（a）本公司將保留在 T+1 日從香港結算收到的資金；並且（b）閣下需要償還本公司提供的超額墊款。儘管中華通證券轉讓先於資金轉讓，中華通服務下中華通證券所有權直到在收到付款確認時才會讓與。因此，對於買賣單據，交收日應當為證券和現金都已交收的 T+1 日。如果購買是墊付的，交收日為證券發還日。閣下確認本公司不保證會提供交收墊款，如果本公司決定提供交收墊款，本公司可決定在任意時間終止該服務。

4 限額控制

通過中華通購買中華通證券受制於下述限額控制。因此，不能保證買入訂單能夠成功通過中華通承配。有一種額度限制了在中華通運營期間交易所參與人能夠執行的所有北向交易買入交易的最大淨額（「**總額度**」）。另有一種額度限制了每個交易日交易所參與人能夠執行的所有北向交易買入交易的最大淨額（「**每日額度**」）。總額度和 / 或每日額度有可能在沒有提前通知的情況下不時變動，投資者應參考聯交所網站和聯交所公布的其他信息以獲取最新信息。

聯交所和相關中華通市場交易所也可能會對買入訂單設置定價和其他限制以防止虛假使用或申報總額或每日額度。如果由於違反總額或每日額度或相關定價和其他限制導致北向交易購買受到限制、拒絕或暫停（包括已接受但未執行的任何訂單），本公司將不能夠執行任何買入訂單，並且已經提交但未執行的任何買入指示將會被限制或拒絕。

相反，根據聯交所規則，無論是否存在超過總額或每日額度的情況，投資者均可以賣出中華通證券。

5 限制回轉交易

中國內地 A 股市場不允許回轉交易。如果閣下於 T 日購買中華通證券，閣下僅可以於 T+1 日或之後賣出。由於交易前檢查的規定，僅在 T+1 日適用的（由本公司不時通知閣下的）截止時間之後本公司方可接受賣出於 T 日購買的中華通證券的訂單。

6 禁止場外交易和轉讓

閣下、本公司和任何關聯人士不能通過中華通市場系統以外的其他場所進行中華通證券交易或為該交易提供服務，並且除以下情況或相關中華通監管機構另有規定外，本公司除根據中華通規則通過中華通途徑外，不能以其他方式撮合、執行或安排執行閣下任何買賣或轉讓中華通證券的指示或使任何中華通證券的非交易股票過戶或結算指令生效：

- (a) 對適合於有擔保的賣空的中華通證券進行股票借貸，並且為期不超過一個月；
- (b) 對適合於滿足交易前檢查要求的中華通證券進行為期一日（並不可續期）的股票借貸；
- (c) 基金經理向其管理的不同基金/子基金交易後分配中華通證券；以及
- (d) 相關中華通市場交易所和中國結算指明的其他情況，包括但不限於，為以下目的或由於以下原因進行的非交易股票過戶：(i) 繼承；(ii) 離異；(iii) 任何公司或企業解散、清算或結束營業；(iv) 向慈善團體捐贈；以及 (v) 協助任何法院、檢察院或執法機構採取執法程序或行動。

7 落盤

根據中華通法律和中華通規則，只允許有指定價格的限價訂單，買入訂單不能低於現時最好價格，賣出訂單可以按照指定價格或高於指定價格執行。市價訂單將不被接受。

8 價格限制

中華通證券的價格受限於一個前一交易日收市價的 $\pm 10\%$ 的一般價格限制。另外，風險警示板上的任何中華通證券受限於一個前一交易日收市價的 $\pm 5\%$ 的價格限制。價格限制可能會不時變化。所有中華通證券訂單必須在價格限制範圍內。任何超過價格限制的訂單將被中華通市場拒絕。

9 中華通市場交易所上市公司退市

根據相關中華通市場交易所規則，如果任何一個相關中華通市場交易所上市公司處於退市程序或因財務或其他情況出現運營不穩定，導致其股票存在退市的風險或投資者權益可能受到不當的損害，相關中華通市場交易所上市公司將被實施風險警示並被納入風險警示板。風險警示板的任何變化可能在沒有事先通知的情況下發生。如果一支中華通證券在中華通機制啟動時適合進行中華通交易，隨後被移至風險警示板，中華通的投資者僅允許賣出該中華通證券而禁止買入。風險警示板的詳情請不時參考相關中華通市場交易所規則及其他相關信息來源。

10 實益擁有人的賬戶信息

賣出訂單所賣出的中華通證券的實益擁有人身份需要披露給香港結算和 / 或者相關中國內地監管機構。

11 禁止非自動對盤交易和大宗交易

中華通下對北向交易不設非自動對盤交易機制或大宗交易機制。

12 修改訂單及喪失優先次序

與中國內地現有做法一致，如果進行北向交易的投資者希望修改訂單，投資者必須首先取消原訂單，然後輸入新的訂單。因此，訂單的優先次序將會喪失。另外，由於每日額度和總額度的限制，新訂單可能不會在同一交易日被執行。

13 特別中華通證券

聯交所將會接受並指定不再滿足中華通證券適合條件的證券（如果該證券仍在相關中華通市場交易所掛牌上市）為特別中華通證券。另外，閣下因分派權利或權益、轉換、收購、其他公司行為或異常交易而獲得的任何證券或期權（不適合進行中華通交易的），聯交所也將接受或指定其為特別中華通證券。閣下將僅可出售，但不得購買任何特別中華通證券。

14 權益披露

根據中國內地法律、法規和規定，如果閣下對一個中國內地設立的並在中國內地股票交易所上市的公司（「中國內地上市公司」）持有或控制的股票（以總額計算，包括同一中國內地上市公司在內地和境外所發行的股票，無論該持有是通過北向交易、合格境外投資者 / 人民幣合格境外投資者或其他投資途徑）達到中華通監管機構不時規定的披露門檻，閣下必須在相關中華通監管機構規定的期限內披露該等權益，並且閣下在相關中華通監管機構規定的時間內不得買賣該股票。閣下也必須根據相關中華通監管機構的要求披露閣下持股的任何重大變化。

當一家中國內地設立的公司同時有在聯交所上市的 H 股股票和在相關中華通市場交易所上市的 A 股股票時，如果一個投資者持有該中國內地設立的公司的任何一類具有投票權的股票（包括通過中華通途徑購買的 A 股股票）超過（可能不時指定的）披露門檻時，根據證券及期貨條例第 15 部分的規定投資者有披露義務。當一家中國內地設立的公司有在聯交所沒有股票上市，則證券及期貨條例第 15 部分將不適用。閣下有責任遵守中華通監管機構不時公布的關於權益披露的規則，並安排任何相關申報。

15 短綫交易獲利規則

根據中國內地法律、法規和規定，如果（a）閣下持有的某中國內地上市公司的股票超過中華通監管機構不時規定的門檻，並且（b）在買入交易後六個月內發生相應的賣出交易或反之亦然，則短綫交易獲利規則要求閣下放棄/退還買賣某特定中國內地上市公司中華通證券所取得的任何收益。閣下（且閣下自身）必須遵守「短綫交易獲利規則」。

16 外國投資者所有權限制

根據中國內地法律、法規和規定，對一個外國投資者可以持有單一中國內地上市公司的股票數量，以及單一中國內地上市公司所有外國投資者的最高總持股比例均設有限制。該等外國投資者所有權限制可能按總額適用（即包括同一發行人在境內和境外所發行股票，無論該等股票是通過北向交易、合格境外投資者 / 人民幣合格境外投資者或其他投資途徑）。閣下有責任遵守所有中華通法律和中華通規則不時規定的外國投資者所有權限制。由於諸如資金回流限制、交易限制、不利的稅收待遇、較高的佣金、監管報告要求和對當地託管人和服務提供商的依賴等因素，這些法律和監管管制或限制可能對中華通證券投資的流動性和表現帶來負面影響。因此，閣下投資或交易中華通證券可能遭受損失。

如果本公司發現閣下違反了（或合理認為若再執行北向交易買入訂單，則閣下可能會違反）外國投資者所有權限制，或者如果中華通監管機構對本公司提出要求，包括但不限於因相關中華通市場交易所發出強制賣出通知，如果閣下未能遵守相應的客戶強制賣出通知，則為了確保遵守所有中華通法律和中華通規則，本公司將會根據中華通補充條款及細則第 9 條（銷售、轉讓和追繳）賣出任何中華通

證券。在此情況下，在相關中華通市場交易所通知聯交所附屬公司或聯交所外國持股總額已降至低於某一百分比之前，本公司將不接受相關中華通證券的買入訂單。聯交所可根據其絕對酌情決定權決定對哪一位交易所參與人發出強制賣出通知以及所涉及的股數（這可能按照後進先出的原則），並且聯交所（或聯交所附屬公司）的記錄將為最終和不可推翻的。

另外，根據中國內地法律，當外國投資者持有單一內地上市公司發行的股票的總額超過一定的百分比（即「警戒水平」）並經中華通市場交易所通知聯交所附屬公司後，聯交所及聯交所附屬公司應在切實可行的情況下盡快暫停接受相關中華通證券的買入訂單。在此情況下，本公司可拒絕閣下的買入訂單直到外國投資者的總持股比例降至低於中華通市場規定的百分比（「許可水平」）。

截至本中華通條款的日期，單一外國投資者的限制設定為一家中國內地上市公司股票10%，所有外國投資者的限制總額設定為一家中國內地上市公司股票30%（警戒水平和許可水平分別設定為一家中國內地上市公司股票28%和26%）。該等限額可不時更改，但本公司沒有任何義務就閣下此等外國投資者所有權限制的變化通知閣下。

17 稅費

本公司強烈建議閣下在投資中華通證券前，就閣下作出此等投資可能帶來的香港和/或中國內地稅務後果徵詢閣下稅務顧問的意見，因為不同的投資者的稅務後果可能不同。

閣下應全部承擔與中華通證券有關的任何稅費，包括但不限於任何資本利得稅或其他中國內地稅費，並且需就本公司或任何關聯人士因閣下持有、買賣或者以其他方式處理任何中華通證券而產生的所有香港和/或中國內地稅費向本公司及關聯人士作出彌償。

本公司概不負責就任何與中華通有關的稅務問題、責任和/或義務提供意見或處理該等問題、責任和/或義務，也不會就此提供任何服務或協助。適用的法律條款的具體內容請參考中華通補充條款及細則第13條（費用和稅費）。

18 內幕交易、市場操縱和其他市場行為規則

通過中華通進行的北向交易受到中國內地關於禁止構成市場操縱、內幕交易和相關罪行的行為的法律和法規所限制。這些限制的範圍和相應的香港法律規定可能不同。特別是，香港市場不當行為規則下的可適用抗辯在中國內地法律和法規下可能不適用。如果閣下不熟悉中國內地市場行為要求和限制，閣下應在通過中華通進行交易前諮詢專家意見。閣下確認，閣下在進行中華通證券交易時不掌握內幕信息或促使其他人取得。

19 客戶證券規則

作為簡單的背景介紹，客戶證券規則規定了所有中介人士及其關聯實體如何處理客戶資產。然而，由於通過中華通買賣的中華通證券並不在聯交所上市或買賣，除非香港證監會或任何其他相關的中華通監管機構另有規定，否則客戶證券規則將不適用。

20 投資者賠償基金

中華通證券交易不受根據《證券及期貨條例》設立的投資者賠償基金提供的保障。因此，與買賣聯交所上市的證券不同，當閣下進行中華通證券交易時，對於閣下因香港證監會持牌或註冊人士違約而遭受的損失，閣下將不會受到投資者賠償基金的保障。

21 中華通證券所有權

香港法律認可投資者對其經紀或託管人在中央結算系統內代其持有的股票的所有權益。該認可同樣適用於結算參與人通過香港結算代香港和海外投資者持有的中華通證券。另外，在中國內地（中華通證券登記在以香港結算名義在中國結算開立的證券賬戶內），中國證監會《中華通規則》明確規定香港

結算作為名義持有人，香港和海外投資者為中華通證券的實益所有人。因此，監管機構的意圖顯然是在中國內地法律下香港和海外投資者也應該對中華通證券享有所有權。

閣下應自行審閱港交所就中華通證券所有權發布的材料和適用的中華通規則，因其可能會不時修改或補充。閣下也應諮詢閣下的法律顧問，對閣下作為中華通證券北向交易投資者的權利自行作出評估。另外，儘管香港和海外投資者對中華通證券享有所有權益，香港結算作為名義持有人並無義務代表該等投資者在中國內地執行該項權利。

22 中國結算違約風險

中國結算已建立由中國證監會批准並監管的風險管理體系和辦法。如果中國結算（作為所屬地中央交易對手）違約，香港結算已經表示，其可（但沒有義務）採取法律行動或法庭訴訟，通過可行的法律途徑以及通過中國結算的清算程序（如適用），向中國結算追討尚未還清的中華通證券和款項。由於中國結算沒有向香港結算的保證基金作出供款，香港結算將不會使用香港結算保證基金彌補因結清中國結算持倉後的剩餘損失。反之，香港結算將按照相關中華通監管機構的規定，按比例向結算參與人分發所收回的中華通證券和/或款項。本公司隨後分發的中華通證券和/或款項僅限於從香港結算直接或間接收回的。儘管中國結算違約的可能性微乎其微，投資者在進行北向交易前應注意此項安排和潛在的風險。

23 香港結算違約風險

本公司根據本中華通條款提供的服務也取決於香港結算履行其義務的情況。香港結算的任何作為或不作為，或者香港結算未能或延遲履行其義務都可能導致中華通證券和/或與之有關的款項無法交收，閣下也會因此遭受損失。本公司及關聯人士對該等任何損失概不負責或承擔任何責任。

24 無紙化證券

中華通證券以無紙化形式進行交易，因此，中華通證券不能以實物形式從中央結算系統存入或取出。

25 企業行為的公司公告

任何與中華通證券有關的企業行為都將由相關發行人通過相關中華通市場交易所網站和某些指定報章作出公告。香港結算也將會在中央結算系統中記錄有關中華通證券的所有企業行為，並在公布當日在切實可行的情況下盡快通過中央結算系統終端機通知結算參與人有關詳情。進行北向交易的投資者可參閱相關中華通市場交易所網站以及相關報章以查閱最新上市公司公告，亦可在港交所網站的「中國證券市場網頁」（或其不時替代或接替的其他網站）查詢前一個交易日發布的與中華通證券有關的企業行為。投資者應注意，相關中華通市場交易所上市的發行人發布的企業行為公告僅為中文本，沒有英文譯本。

另外，香港結算將盡力及時向結算參與人代收並派發中華通證券的現金股息。一經收到股息，香港結算將在實際操作允許的情況下，在同日安排向相關結算參與人派發現金股息。

根據中國內地的現行市場慣例，進行北向交易的投資者不能委任代表或親自出席股東大會，這與香港目前關於聯交所上市股票的慣例有所不同。

本公司不會也不能確保任何企業行為的公司公告的準確性、可靠性和及時性，並且本公司以及任何關聯人士不接受由於任何錯誤、不準確、延遲、遺漏或因信賴該等公告而採取的任何行動所導致的任何損失和損害的責任（無論是侵權或是合同還是其他的責任）。本公司明確聲明概不就任何公司公告的準確性或有關信息對任何目的之適合性的所有明示或默示的保證承擔任何責任。

26 平均定價適用於基金經理的各個基金

如果閣下以基金經理的身份管理多支基金或以資產管理人身份代表多個客戶，並為閣下管理的多支基

金或客戶預先分配中華通訂單，儘管這些訂單可能在同一交易日的不同時間執行，本公司可對這些訂單提供平均定價。當平均定價適用時，每支基金或每個客戶將以相同的平均定價獲配中華通證券(或其所得收益)，該平均定價可能高於或者低於，如果訂單被逐個處理並按照直接或間接提交給本公司的順序的情況下，該基金或客戶應該支付或收到的價格。本公司及關聯人士對於任何該定價的不同或者因適用平均定價而導致的任何損失或風險不負責任。

27 披露信息和公開交易信息

為了出版、宣傳或公開分發彙總的中華通下中華通證券的交易量、投資者簡介和其他相關數據之目的，聯交所可要求本公司按照聯交所不時規定的間隔和形式提供閣下的檔案信息、閣下通過北向交易買賣中華通證券的訂單種類和價值以及本公司執行的閣下的交易。為監督和調查的目的，聯交所可以將該信息轉交相關中華通市場交易所。

28 客戶錯誤

本公司及關聯人士對投資者因基於投資者指示進行的任何交易而導致的任何損失、損害或費用，或者間接性損失、損害或費用沒有責任。本公司不能對任何交易進行平倉，投資者也應當注意中華通下中華通證券的交收安排，包括但不限於限額限制。中華通規則一般禁止任何場外交易或轉讓。然而，在特定情況下，允許本公司和閣下為了糾正一項交易而進行轉讓，儘管尚未澄清在何種情況下該轉讓可被允許。本公司有絕對酌情決定權決定是否需要為了糾正任何交易錯誤而進行任何轉讓，但沒有義務進行。本公司或任何關聯人士對因該錯誤或任何拒絕為糾正交易錯誤而進行轉讓所造成的任何直接或間接損失概不負責。

29 信息保存

閣下確認並接受中華通規則要求本公司保留以下記錄不少於20年：(a) 所有以閣下名義執行的訂單和交易；(b) 從閣下處接收的任何指示；以及(c) 關於北向交易的閣下所有的賬戶信息；以及(d) 關於中華通證券孖展交易和股票借貸的所有相關信息（包括但不限於，有關任何該孖展交易、相關證券孖展交易安排和提供的資金）。

30 中華通市場系統

聯交所或聯交所附屬公司（在徵詢聯交所意見後）可以在聯交所規則規定的特定情況下及/或聯交所認為合適的時候，為了公平有序的市場利益以保護投資者，按照聯交所認為的合理的期限和頻率，暫時暫停或限制所有或部分中華通證券的所有或任何北向交易的訂單傳送和相關支援服務。在中華通證券被聯交所暫停交易的期間，閣下將不能在聯交所通過中華通買賣中華通證券。閣下需尤其注意，儘管聯交所暫停中華通證券交易，該中華通證券仍會在相關中華通市場交易所繼續交易。在聯交所暫停中華通證券交易期間，閣下可能仍將受到由相關中華通市場交易所引起的中華通證券價格波動的影響。基於運營需要、惡劣天氣、緊急情況或其他任何情況，聯交所有絕對酌情決定權在任何時候並且無需事先通知，決定更改中華通服務的運營時間和安排，無論基於臨時還是其他。另外，聯交所或聯交所附屬公司（在聯交所同意的前提下）可以永久終止提供中華通北向交易服務。該暫停、限制或終止將會影響本公司接受和處理閣下訂單的能力，建議閣下參考港交所網站和港交所不時公布的其他信息以獲取最新信息。儘管中華通證券可以通過其他途徑進行交易，包括並不限於，中國投資者在相關中華通市場交易所交易，但不能確保閣下的訂單能夠被接受和處理。

另外，聯交所規則規定，如果任何有相應 A 股股票為適合中華通證券的 H 股股票在聯交所被暫停交易，但該 A 股股票沒有在相關中華通市場交易所被暫停交易，該 A 股股票的中華通賣出訂單和中華通買入訂單的傳遞服務一般將照常可用。但是，聯交所可以根據自身的絕對酌情決定權，在沒有事

先通知的情況下，暫停或限制該服務，閣下下達買入訂單或賣出訂單的能力將因此受到影響。

中華通市場系統是為了通過中華通進行中華通證券交易而搭建的新平台。本公司在由相關中華通市場交易所運營的中華通市場系統基礎上提供交易服務。本公司不對由中華通市場系統引起的延遲或故障負責，投資者需要承擔通過中華通市場系統進行中華通證券交易而產生的所有風險。本公司及關聯人士沒有責任也不對閣下因中華通市場系統或通過中華通路由系統進行北向交易所遭受的任何直接或間接損失或損害負責，包括但不限於以下：

- (a) 暫停、限制或終止中華通服務或中華通路由系統，或無法接入或使用中華通路由系統或中華通服務；
- (b) 作出任何特殊安排，或為了應對緊急情況或意外事件而採取或不採取任何行動、步驟或措施，包括但不限於取消交易所參與人輸入的任何或全部中華通訂單；
- (c) 任何暫停、延遲、中斷或終止在相關中華通市場交易所進行任何中華通證券的交易；
- (d) 由於香港發出 8 號或以上暴風信號或黑色暴雨警告信號而造成的任何中華通證券的延遲、暫停、中斷、或訂單取消；
- (e) 由於系統、通訊或連接故障、電力中斷、軟件或硬件失靈或任何超出聯交所、本公司或關聯人士控制範圍的其他事件而造成的任何延遲或不能傳遞任何中華通訂單、或者延遲或不能發送任何訂單取消請求或提供中華通服務；
- (f) 由於任何原因中華通交易所參與人要求取消的任何中華通訂單沒有被取消；
- (g) 聯交所或相關中華通市場交易所要求本公司拒絕任何中華通服務指令；
- (h) 任何中華通市場系統或者本公司、聯交所附屬公司或關聯人士賴以提供中華通服務的系統的延遲、故障或錯誤；
- (i) 由於超出聯交所、港交所、聯交所附屬公司、本公司或任何關聯人士控制範圍的原因（包括但不限於任何由中華通監管機構採取 / 不採取任何行動或做出 / 不做出任何決定）而造成的任何延遲或不能執行中華通訂單或者任何錯誤執行或撮合中華通訂單。

如果發生上述第（e）段所述的延遲或未能發出任何訂單取消請求的情形，在該訂單已被撮合或執行的情況下，閣下仍有責任履行該交易的任何交收義務。

閣下確認港交所、聯交所、聯交所附屬公司、相關中華通市場交易所、相關中華通市場交易所的附屬公司和其各自董事、僱員和代理人概不對該等任何損失負責或承擔責任。

31 運營時間

聯交所有絕對酌情決定權以不時決定中華通服務時間，也有絕對酌情決定權隨時變更中華通的運營時間和安排，並且無需事先通知，無論是基於臨時還是其他情況。本公司沒有義務通知閣下聯交所對中華通服務運營時間的任何決定。

當有在中華通服務停止運營期間有任何與中國內地上市公司有關的價格敏感信息，該上市公司的A股股票可能在相關中華通市場交易所繼續交易，且該 A 股股價可能會劇烈波動。在此情況下，北向交易投資者直到下個交易日才能夠通過中華通交易該股票。

32 孖展交易

受限於中華通監管機構規定的某些條件，對相關中華通監管機構決定適合進行孖展交易的中華通證券（「適合孖展交易證券」），香港和海外投資者可以進行孖展交易。港交所將會不時公布一份適合孖展交易證券名單。如果任何 A 股股票的孖展交易量超過中華通市場交易所決定的限額，中華通市場交易所可暫停該 A 股股票的孖展交易，並在孖展交易量下降到所規定限額時恢復該 A 股股票的孖展

交易。當中華通市場交易所通知聯交所該暫停或恢復涉及到適合孖展交易證券名單所列某支證券時，港交所將在其網站上披露該信息。在此情況下，對相關中華通證券的任何孖展交易（對中華通證券買入訂單的孖展交易除外）將會被暫停及/或恢復。相關中華通市場交易所保留在將來要求向中華通傳遞孖展交易訂單時對其進行標識的權利。本公司及任何關聯人士沒有義務向閣下不時更新適合孖展交易證券名單，或有關孖展交易的限制或暫停。

33 供股

當閣下從一中華通證券發行人處收到任何形式的權益證券時，如果該權益證券：

- (a) 是中華通證券，則閣下可通過中華通買賣該權益證券；
- (b) 不是中華通證券，但是是在相關中華通市場交易所上市的人民幣計價證券，則閣下可通過中華通賣出該權益證券，但是不允許買入該權利證券；
- (c) 是在相關中華通市場交易所上市的證券但不以人民幣交易，則閣下不可通過中華通買賣該權益證券；以及
- (d) 不在相關中華通市場交易所上市，則閣下不可通過中華通買賣該權益證券除非並且直到香港結算提供任何適當安排（如有）。也有可能不會提供該替代安排。

34 碎股交易

中華通證券碎股交易僅適用於賣出訂單，並且所有碎股必須通過一個單一訂單賣出。完整買賣單位的交易訂單和不同的碎股賣出訂單撮合，形成碎股交易。完整買賣單位的交易訂單和碎股訂單在同一個中華通平臺上撮合，並受限於同一價格。訂單的最大數額為 100 萬股，最低上落價位統一為人民幣 0.01 元。

35 賣空

如果有擔保賣空滿足相關中華通監管機構所列的要求，包括賣空訂單僅適用於可進行賣空的中華通證券、適當的標註該賣空以及受到高於前成交價規則的限制，可在適當的時候對中華通證券進行有擔保賣空。但是，無擔保賣空中華通證券是被禁止的。中華通監管機構也可暫停進行中華通證券的賣空，如果賣空活動數量超過相關中華通市場指定的上限。閣下將理解和遵守不時生效的賣空規則並對違反的後果負有全部責任。

36 股票借貸

聯交所公佈，允許為（a）有擔保的賣空以及（b）滿足交易前檢查要求的目的對相關中華通市場交易所指定的適合中華通證券進行股票借貸。對適合的中華通證券的股票借貸受限於聯交所和相關中華通市場交易所列明的限制，包括但不限於以下：

- (a) 為有擔保賣空的目的進行股票借貸的，有關協議為期不可超過一個月；
- (b) 為滿足交易前檢查要求的股票借貸的，有關協議為期不可超過一日（且不可續期）；
- (c) 借出股票僅限於相關中華通市場交易所規定的若干類別人士；以及
- (d) 股票借貸行為需要向聯交所提交報告。

相關中華通市場交易所將決定一個適合於進行股票借貸的中華通證券名單。特別中華通證券不適合於為有擔保賣空的目的而進行的股票借貸（但適合於為滿足交易前檢查要求而進行的股票借貸）。本公司將須向任何聯交所參與人（可能包括保管代理人）提供該信息使該聯交所參與人能夠符合其與中華通證券股票借貸活動有關的每月報告義務。這可能包括（除了其他事項外）股票借方、股票貸方、借入/貸出股票數量、尚未償還股票數目、借入/歸還日期的詳細資料。

建議投資者參閱聯交所中華通規則（當其公佈時）內以及中華通法律和中華通規則內不時適用的相關

條款。

37 人民幣兌換

人民幣現時不可自由兌換。實際兌換安排將視乎於相關時間當時的限制而定。根據中華通補充條款及細則第 8 條（交收和貨幣兌換）將任何貨幣兌換為人民幣的任何兌換可能受到該等兌換限制。如果將相關貨幣兌換為人民幣發生延遲，北向買入訂單的交收可能會延遲及/或無法完成。任何因該延遲或無法交收導致的風險、損失和支出將由閣下承擔。

38 投資中華通證券的其他相關風險

a. 與中國內地相關的一般風險

中國內地是一個新興市場，具有以下一個或多個特點：一定程度的政治不穩定性、相對不可預測的金融市場和經濟發展模式、一個仍處於發展階段的金融市場或一個疲弱的經濟體。投資新興市場通常會帶來較高的風險，比如事件風險、政治風險、經濟風險、信用風險、匯率風險、市場風險、流動性/缺口風險、監管/法律風險、交易交收、處理和結算風險以及債券持有人/股東風險。

b. 股權風險

與投資短期或長期債券相比，投資中華通證券可能會有較高的收益。然而，投資中華通證券相關的風險也更高，因為中華通證券的投資表現取決於若干難以預測的因素。這些因素包括突然或持續的市場下滑可能性，以及與每個公司有關的風險。與任何股權投資組合相關的基本風險是其持有的投資價值可能突然及顯著下降。

c. 一般法律和監管風險

閣下必須遵守所有的中華通法律和中華通規則。並且，任何中華通法律或中華通規則的變化都可能對市場情緒造成影響，從而影響中華通證券的表現。不能預測由該任何變化所造成的影響對中華通證券而言是正面還是負面。最壞的情形是，閣下可能損失大部分閣下對中華通證券的投資。另外，任何在中國內地法院提起的訴訟或其他法律程序將適用中國內地的法律、法規和程序，不同於適用於香港法院的法律、法規和程序。

d. 貨幣風險

人民幣尚不能自由兌換，並受制於外匯控制和限制。特別是在香港通過本公司兌換人民幣可能受到相關時間的若干限制。在某一特定時間，投資者可能很難將人民幣兌換成為港幣或其他貨幣（反之亦然），並且兌換也將會有兌換費用，該兌換費用和時間可能與閣下的偏好不符。

另外，人民幣對港幣和其他貨幣的價格可能會受到很多因素的影響。不能保證人民幣不會貶值。人民幣貶值將導致人民幣證券的市場價值和變現價格下跌。進行人民幣證券交易的非以人民幣為基礎的投資者如果其隨後將人民幣收益兌換回港幣或其他基礎貨幣也可能會遭受損失。

人民幣資金匯入和匯出中國境內也有諸多限制。如果由於外匯管制或其他限制，人民幣證券發行人不能將人民幣匯入香港或以人民幣進行分配，該發行人可能以其他貨幣進行分配（包括股息和其他付款）。投資者因此需承擔額外的外匯風險和流動性風險。

中華通證券的流動性和交易價格可能受到中國境外有限可得的人民幣和兌換人民幣限制的負面影響。這些因素將會影響投資者的人民幣流動性，並進而消極影響市場對中華通證券的需求。



第一證券(香港)有限公司
First Securities (HK) Limited

Terms and Conditions of Securities Account

證券賬戶章則及條款

TERMS AND CONDITIONS OF SECURITIES ACCOUNT

1. Definitions

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"Account" means any one or more accounts for trading securities (cash or margin), the Derivative and Structured Product now or hereafter opened in the name of the Client with the Company.

"Account Mandate" means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Company in relation to giving instructions of the opening, operation, maintenance or closing of the Account and the other relevant documents.

"Agreement" means these Terms and Conditions, the Account Mandate and all such other agreements or contracts in respect of the Account.

"Applicable Laws" means all laws (whether statutory or otherwise), rules, regulations, guidance notes, guidelines, directives, circulars, codes of conduct, regulatory handbooks and disclosure requirements of any relevant jurisdiction, market or regulatory/competent authority which are applicable to the Client, the Company or the relevant transaction at all times and from time to time.

"Assets Transfer Instruction" means the instruction given by the Client or the Authorized Person (as the case may be) to the Company to transfer assets under the Account to another accounts in the name of the Client with other securities firms or banking institutions.

"Associate" means, in relation to the Company, a company or body corporate which is the Company's direct or indirect holding companies, subsidiaries or affiliated companies, in Hong Kong or elsewhere.

"Authorized Person" means the persons or any of them designated in or pursuant to the Agreement to issue instructions in relation to Accounts or Transactions and initially the persons named in the Account Opening Form.

"BO" means the Banking Ordinance (Cap.155 of the Laws of Hong Kong).

"Business Day" means any day on which the Exchange opens for trading other than Saturdays, Sundays, public holidays and any other days declared by the Exchange to be non-business days.

"Clearing House" means HKSCC in relation to SEHK and, in relation to any other Foreign Stock Exchange, the clearing house providing services similar to those of HKSCC to such Foreign Stock Exchange.

"Client" means the client who opens and/or maintains the Account with the Company from time to time.

"Collateral" means all monies and assets of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by the Company or its Associates or nominees, or transferred to or held by any other person in circumstances where the Company accept as security for the Client's obligations under the Agreement. The Collateral shall include those monies and securities that shall come into the possession, custody or control of the Company or its Associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing or offering at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such securities or additional or substituted securities).

"Company" means First Securities (HK) Ltd. and its successors and assigns.

"Correspondent Agent" means anyone who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or Clearing House.

"Dealing Instruction" means the instructions given by the Client or the Authorized Person (as the case may be) to the Company in respect of purchase, sale or otherwise disposition of Securities, the Derivative and Structured Product under the Account.

"Derivative Product" means any financial or other product which value is designed to track the return on or is derived from currencies, interest rates, bonds, financial instruments, securities, metals and other commodities, money market instruments, reference indices or any other benchmarks and includes, without limitation, warrants, options, futures and swaps.

"Derivative Product Transaction" means any transaction of the Derivative Product entered into by the Client pursuant to the Agreement.

"Electronic Service" means the electronic trading service provided by the Company to the Client for securities or other dealing in such manner and to such extents as the Company shall, in its absolute discretion, determine from time to time.

"Exchange" means SEHK and any Foreign Stock Exchange.

"Facility" means the margin facility granted by the Company to the Client for securities dealing subject to and upon the terms as the Company may at its absolute discretion determine.

"FATCA" means the Foreign Securities Trading Account Tax Compliance Act.

"Foreign Stock Exchange" means a stock exchange which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory.

"HKSCC" means Hong Kong Securities Clearing Corporation Limited.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Information" means any transaction data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to securities and the securities markets;

"Instructions" means any instructions or orders communicated by the Client or its Authorized Person to the Company in accordance with clause 5 and include instruction transmitted by the Client to the Company via the Electronic Service.

"Instruction Acknowledgement" means, in relation to an instruction, whether to buy or sell securities or to amend or cancel another prior Instruction, an acknowledgement by the Company of receipt of those Instructions.

"Login ID" means the Client's identification, used in conjunction with the Password, to gain access to the Electronic Service.

"OTC Market" means the over-the-counter market.

"Password" means the Client's password used in conjunction with the Login ID, to gain access to the Electronic Service.

"Securities" means shares, stocks, debentures, warrants, loan stocks, funds, bonds, notes and commercial paper of any description whatsoever and wheresoever of or issued by any body (whether incorporated or unincorporated) or any government or local government authority and includes (a)

rights, options, or interests (whether described as units or otherwise) in or for the shares, stocks, debentures, warrants, loan stocks, funds, bonds, or notes; (b) certificates of interest or participation in or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, the shares, stocks, debentures, warrants, loan stocks, funds, bonds or notes; (c) options on stock indices; and (d) instruments commonly known as securities.

"SEHK" means Hong Kong Exchanges and Clearing Company Limited and includes its successors, assigns and any resulting or surviving entry into or with which it may consolidate, amalgamate or merge.

"SFC" means the Securities and Futures Commission of Hong Kong.

"SFO" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

"Structured Product" means the financial product or instrument that combines two or more financial instruments, at least one of which is a Derivative Product.

"Structured Product Transaction" means any transaction of the Structured Product entered into by the Client pursuant to the Agreement.

"Transaction" means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefore and other transactions effected under or pursuant to the Agreement as well as the Derivative Product Transaction and Structured Product Transaction.

"Third Parties Ordinance" means the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

"US Person" means any person who is defined as a United States person under the FATCA and include any one or more of the following:-

- (i) a citizen or resident of the United States;
- (ii) a person that is not a citizen or national of the United States and who meets either the "green card" test or the "substantial presence" test under the Internal Revenue Code of 1986, as amended, and/or any other applicable laws, rules and regulations for the calendar year;
- (iii) a person electing to be treated as a tax resident of the United States; and
- (iv) any other person that is subject to the United States federal income taxation on his worldwide income regardless of its source.

1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.

1.3 References in these Terms and Conditions to clauses, sub-clauses and annexure are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and annexure to these Terms and Conditions.

1.4 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to genders shall include the other and the neutral genders as the context requires.

1.5 References in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.

1.6 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors and assigns.

2. Applicable Laws and Rules

2.1 All Transactions shall be effected in accordance with all the Applicable Laws, by-laws, customs and usage as amended from time to time of the Exchange and the Clearing House applicable to the Company as well as market practice and shall be binding on the Client.

2.2 Each of the term of the Agreement is severable and distinct from the others. If any term in the Agreement is inconsistent with any present or future laws, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of the Agreement such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, the Agreement shall continue and remain in full force and effect.

3. Authority

3.1 The Client (in the case of a corporation) authorizes the Authorized Person to have authority to represent the Client in all matters in relation to all Transactions or the Account with the Company to the extent determined by the Client and to sign on the Client's behalf all such agreements and documents relating to the Account, Transactions and the Agreement. All such documents, Instructions or orders which, if given or signed by the Authorized Person, shall be absolutely and conclusively binding on the Client provided that verbal orders or instructions from any one of the Authorized Person (if so accept by the Company) shall be valid and effective and, if in writing and requires manual signature, the same shall be signed in accordance with the signing arrangement specified in the Account Opening Form.

3.2 If the Client is an individual who wishes to appoint the Authorized Person, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed Third Party Mandate or other similar instrument of appointment in a form prescribed by or acceptable to the Company.

3.3 The Client authorizes the Company to instruct such Correspondent Agent as the Company may in its absolute discretion deem fit to execute Transactions and acknowledges that the terms of business of such Correspondent Agent and the rules of any Exchange and Clearing House on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.

3.4 The Company shall not be liable to any default, omission or negligence on the part of the Correspondent Agent. Further, the Company shall not give any guarantee as to the solvency of the Correspondent Agent.

4. Commissions, Charges and Interest

4.1 On all Transactions, the Company is authorized to deduct the Company's commissions and charges in connection with any Transactions effected with any person for the Client (as notified to the Client from time to time), all applicable levies imposed by the Exchange or Clearing House, brokerage, stamp duty, bank charges, transfer fees, interest and nominee or custodial expense immediately when it is due.

4.2 The Company shall be entitled to deposit all monies held in the Account and all monies received for or on the account of the Client into one or more trust account(s) at one or more authorized institution(s) as defined in the BO or as otherwise permitted by the SFO.

4.3 The Client shall pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Client from time to time.

Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company. Overdue interest shall be compounded monthly and shall itself bear interest.

- 4.4 The Company shall pay interest on the credit balance in the Account at such rate and under such conditions as the Company will notify the Client from time to time. The Client acknowledges and agrees that interest rates are subject to fluctuation and may be different from the rate of interest paid by the bank on the trust account where such credit balance is held by the Company for and on behalf of the Client's behalf.

5. Instructions

- 5.1 All Instructions shall be given by the Client (or its Authorized Person) orally either in person or by telephone, or in writing, delivered by hand, by post or by facsimile transmission.
- 5.2 The Client acknowledges and agrees that any Instructions given or purported to be given by any means to the Company by the Client or by any Authorized Person and which are acted on or relied on by the Company shall at all times be irrevocable and bind the Client, whether or not such Instructions are in fact given or authorized by the Client. Under no circumstance, has the Company any duty to enquire or verify the identity or authority of the person giving Instructions by any accepted means.
- 5.3 The Client acknowledges that once an Instruction has been given it may not be cancelled or varied in whole or in part unless with the written consent of the Company.
- 5.4 The Company, may in its discretion and without assigning any reason therefore, refuse to act for the Client or its Authorized Person in any particular Transactions.
- 5.5 The Company may, in its absolute discretion, accept Dealing Instruction and Assets Transfer Instruction given by the Client or the Authorized Person (as the case may be).

6. Dealing Practices

- 6.1 Any day order to purchase, sell or otherwise dispose of Securities or Derivative Product or Structured Product placed by the Client that has not been executed before the close of business of the relevant Exchange, OTC Market or such other expiration date required by the Exchange or such other later time as the Client and the Company may agree shall be deemed to have been cancelled automatically.
- 6.2 The Client authorizes the Company, at any time and at the Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of instructions, to consolidate and/or disaggregate the Client's Instructions to purchase and/or sell Securities on the Client's behalf with similar instructions received from the Company's other Clients, provided that such consolidation or disaggregation shall not result in the execution of the Instruction at a price less favourable than could have been achieved had the Instructions been executed individually, and provided further that, in the event of there being insufficient Securities available to satisfy purchase orders so consolidated, the number of Securities actually purchased shall be given to each individual Instruction in the order in which those orders were received by the Company.
- 6.3 The Client acknowledges that due to the trading practices of the Exchange or other markets in which Transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "of market" and the Client agrees in any event to be bound by Transactions executed by the Company following Instructions given by the Client.
- 6.4 Subject to the Applicable Laws and market requirements, the Company may in its absolute discretion determine the priority in the execution of its Clients' orders, having due

regard to the sequence in which such orders were received, and the Client shall not have any claim of priority to another Client in relation to the execution of any order received by the Company.

- 6.5 Unless otherwise agreed, in respect of each Transactions, unless the Company is already holding cash or Securities on the Client's behalf to settle the Transactions, the Client shall pay the Company cleared funds (including payment in a currency other than Hong Kong dollars) or deliver the Company Securities which are fully paid with valid and good title and in deliverable form by such time as the Company has notified the Client in relation to the Transactions. The Client shall be responsible to the Company for any losses and expenses resulting from the Client's settlement failures.

- 6.6 The Account shall be in Hong Kong dollars or such other currencies as the Company may agree from time to time with the Client. In the event that the Client instructs the Company to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by the Company under the Agreement may be effected by the Company in such manner and at such time as it may in its absolute discretion decide.

- 6.7 The Client acknowledges that telephone calls or other forms of communication between the Client and the Company may be recorded or otherwise electronically monitored without any warning messages and that the record may be used as final and conclusive evidence of the Instructions in case of disputes.

- 6.8 If the Company engages the services of Correspondent Agent, the Company shall be entitled to accept and keep, for its own account, any commission or rebate which the Company may receive in respect of any business the Company supplies to them on behalf of the Client.

- 6.9 In particular, the Client confirms and acknowledges that the Client is obliged to comply with all the Applicable Laws as well as market practice relevant to the traded shares listed in foreign countries.

- 6.10 Unless otherwise agreed between the Client and the Company, the Company shall not accept any instruction from the Client to withdraw or transfer monies or assets from the Account to the other account(s) except that the account(s) receiving such monies or assets are in the name(s) of the Client.

7. Short Selling

- 7.1 The Client acknowledges that the Applicable Laws may prohibit the Company from placing a sale order on the Client's behalf when the order relates to the Securities which the Client does not own (the "Short Sell Order"). The Client undertakes that:
- (i) prior to placing a Short Sell Order, it will have entered into an effective securities borrowing arrangement or other form of cover acceptable to the Company which will ensure that the Securities in question will be delivered on the designated settlement dates; and
 - (ii) prior to execution of such an order, it will provide the Company such documentary assurance that any such order is covered as the Company shall specify.
- 7.2 The Client acknowledges that the Company has the right to request delivery of a copy of documentary evidence relating to the relevant Securities borrowing transaction including but not limited to, the lender's confirmation.

8. New Listing of Securities

- 8.1 In the event that the Client requests and authorizes the Company to apply for Securities in respect of a new listing

and/or issue of Securities on the Exchange as its agent and for its benefit or for the benefit of any other person, the Client hereby warrants to and for the Company's benefit that the Company has authority to make such application on the Client's behalf.

8.2 The Client shall familiarize himself and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such transaction the Client may have with the Company.

8.3 The Client hereby gives the Company all the representations, warranties and undertakings on which application for Securities in a new listings and/or issue is required to give (whether to the issuer, sponsors, underwrites or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person).

8.4 The Client hereby further declares and warrants, and authorizes the Company to disclose and warrant the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Company as its agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client's applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Company and by the issuer, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulator or person in respect of any application made by the Company as the Client's agent.

8.5 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in Securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.

8.6 The Client recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for Securities may vary from time to time as may the requirements of any particular new listing or issue of Securities. The Client undertakes to provide the Company such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as the Company may in the Company's absolute discretion determine from time to time.

8.7 In relation to a bulk application to be made by the Company or the Company's agent on the Company's own account and/or on behalf of the Client and/or the Company's other clients, the Client acknowledges and agrees:-

- (i) that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither the Company nor the Company's agent shall, in the absence of fraud, negligence or wilful default, be liable to the Client or any other person in consequence of such rejection; and
- (ii) to indemnify the Company in accordance with clause 18 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

9. Margin Account Trading

9.1 The Facility is extended to the Client in accordance with the provisions set out in these Terms and Conditions, any

facility letter from the Company to the Client and such other terms and conditions as may be specified by the Company from time to time (collectively called the "**Margin Facility Terms**").

9.2 Subject to sub-clause 9.18 below, the Company may grant the Client Facility of such amount up to a limited percentage as may be notified to the Client from time to time (the "**Margin Ratio**") of the mark-to-market value of the Collateral. The Client shall from time to time upon the Company's request promptly and duly execute and deliver any and all such further instruments and documents as the Company may deem desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

9.3 The Company is instructed and authorized by the Client to draw on the Facility to settle any amounts due to the Company or its Associates in respect of the Client's purchase of Securities, margin maintenance obligations for positions required by the Company or its Associates, or payment of any commission or other costs and expenses owing to the Company or its Associates.

9.4 The Company will not at any time be obliged to provide any Facility to the Client. In particular, the Client understands that the Company may not provide any Facility to the Client if any of the following circumstances arises:-

- (i) if the Client is in default of any provisions of the Agreement; or
- (ii) in the opinion of the Company there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under these Terms and Conditions; or
- (iii) making an advance would cause the applicable Margin Ratio to be exceeded; or
- (iv) the Company in its absolute discretion considers it prudent or desirable for its protection not to do so.

9.5 For so long as there exists any indebtedness to the Company on the Client's part, the Company shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of the Company be entitled to withdraw any Collaterals in part or in whole from the Client's Account.

9.6 The Client shall on demand from the Company make payments of deposits or margin in monies, Securities and/or other collaterals in such amount and in such from and within such time as may be specified by the Company as the Company in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by the Client shall be made into a designated account of the Company before 12:00 noon on the due date in same day funds.

9.7 Any failure by the Client to comply with sub-clause 9.6 of these Terms and Conditions will constitute an Event of Default under clause 16 of these Terms and Conditions.

9.8 The Client agrees to pay interest on a daily basis on the amount of credit extended to the Client, at the rates notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Account or any other account of the Client with the Company or its Associates.

9.9 The Client, as beneficial owner, charges in favor of the Company by way of the first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to the Company or its Associates, or for which the Client may be or become liable to the

Company or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Company or its Associates.

- 9.10** The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to the Company and/or its Associates and notwithstanding the closing of any of the Client's accounts with the Company and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Company or its Associates on any account or otherwise.
- 9.11** The Client represents and warrants that the Collateral are legally and beneficially owned by the Client, that the Client has good right to deposit the Collateral with the Company or its Associates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any options and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.
- 9.12** Upon irrevocable payment in full of all sums which may be or become payable under the Agreement and the full performance of the Client's obligations under the Margin Facility Terms, the Company will at the Client's request and expenses release to the Client all the rights, title and interests of the Company in the Collateral and will give such Instructions and directions as the Client may require in order to perfect such release.
- 9.13** Until the Charge becomes enforceable, (i) the Company will have the right, subject only to giving the Client notice, to exercise voting rights and other rights relating to the Collateral to protect the value of the Collateral; and (ii) except as otherwise provided in the Agreement, the Client may direct the exercise of other rights attaching to or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice the Company's rights in relation to the Collateral.
- 9.14** The Client by way security irrevocably appoints the Company to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the Margin Facility Terms and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the Margin Facility Terms or by the Applicable Laws including (but without limitation):-
- (i) to execute any transfer or assurance in respect of any of the Collateral;
 - (ii) to perfect its title to any of the Collateral;
 - (iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;
 - (iv) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Collateral; and
 - (v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.
- 9.15** The Client agrees that in the event of any sale pursuant to these Terms and Conditions or the Margin Facility Terms,

any Collateral will be sold or disposed of in the absolute discretion of the Company and upon any sale by the Company, a declaration made by an officer of the Company that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with the Company or its nominees shall be concerned to inquire into the circumstances of the sale.

- 9.16** Subject to the provisions of the SFO, the Client hereby authorizes and agrees that in respect of Collateral deposited with the Company by the Client (or on the Client's behalf) and for a period of 12 months from the date of the authorization, the Company shall be entitled to:-
- (i) deposit the Collateral with an authorized institution as collateral for any financial accommodation provided to the Company; or
 - (ii) lend or deposit the Collateral to a person in accordance with the rules and regulations of the SEHK, HKSCC, or to a person of a class specified by relevant rules of the SFC; or
 - (iii) deposit the Collateral with the HKSCC as collateral for the discharge and satisfaction of the Company's clearing obligations and liabilities; or
 - (iv) deposit the Collateral with the SEHK Options Clearing House Limited as collateral in respect of the Company's transactions in or relating to options contracts.
- Such authority may be renewed in writing for one or more further periods not exceeding 12 months at any one time.
- 9.17** The Client acknowledges that by granting an authorization in sub-clause 9.16 of these Terms and Conditions, the Company can pool the Client's securities and deposit them as collateral for loans and advances. A third party may have rights to the Client's securities which the Company must satisfy before the securities can be returned to the Client. This may increase the risk of the Client's securities.
- 9.18** The Facility is repayable on demand and may be varied or terminated in the absolute discretion of the Company. In particular the Facility will be terminated upon the occurrence:-
- (i) the withdrawal of the Client's authorization to the Company as contained in sub-clause 9.16 of these Terms and Conditions, or
 - (ii) the non-renewal of such authorization in favor of the Company upon expiry or when called upon to do so; or
 - (iii) any termination in accordance with sub-clause 9.18 and clause 17 of these Terms and Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.
- 9.19** Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to the Company.
- 9.20** Repayment of all or any of the loan amounts owed to the Company will not itself constitute cancellation or termination of the Margin Facility Terms.
- 9.21** Without prejudice to the generally of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by: -
- (i) any other security, guarantee or indemnity now or hereafter held by the Company or its Associates under or in respect of the Margin Facility Terms or any other liabilities;
 - (ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or

other document (including, except to the extent of the relevant variation, amendment, waiver or release, of the Charge);

- (iii) the enforcement or absence of enforcement or release by the Company or its Associates of any security, guarantee or indemnity or other document (including the Charge);
- (iv) any time indulgence, waiver or consent given to the Client or any other person whether by the Company or its Associates;
- (v) the making or absence of any demand for payment of any sum payable under the Margin Facility Terms made on the Client whether by the Company or any other person;
- (vi) the insolvency, bankruptcy, death or insanity of the Client;
- (vii) any amalgamation, merger or reconstruction that may be effected by the Company with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of the Company to any other person;
- (viii) the existence of any claim, set-off or other right which the Client may have at any time against the Company or any other person;
- (ix) any arrangement or compromise entered into by the Company with the Client or any other person;
- (x) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;
- (xi) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any of the Applicable Laws relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or any other thing done or omitted or neglected to be done by the Company or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the Margin Facility Terms.

10. Derivative or Structured Product Transaction

- 10.1** In effecting the Derivative or Structured Product Transaction, the Company may act either as the Client's agent or the principal subject to these Terms and Conditions contained herein. Unless otherwise provided in writing, the Company shall act as the principal to enter into transactions with the Client.
- 10.2** In relation to any of the Derivative or Structured Product Transaction, the Company will make available to the Client a statement setting out the descriptions, the specifications, the features, the particulars and all other details relating to the relevant Derivative or Structured Product or the risk associated therewith (the "**Derivative or Structured Product Statement**"). The Client agrees and acknowledges that, subject to the Applicable Laws, the Company accepts no liability for the accuracy or correctness of any information, whether in the relevant specifications, descriptions, prospectus, offering, constitution documents or otherwise, obtained or

originated from third parties (including the issuer or counterparty of any of the Derivative or Structured Product) which may be provided to the Client.

- 10.3** It is hereby agreed and declared that the Client will and are deemed to have read the Derivative or Structured Product Statement prior to the Client's entry into any Derivative or Structured Product Transaction and will fully understand the descriptions, specifications, features, particulars and other relevant details of the Derivative or Structured Product as well as the risks associated therewith.
- 10.4** The Client acknowledges and agrees that the Client will seek independent and professional advice on the Derivative or Structured Product to be dealt with or the Derivative or Structured Product Transaction to be entered into by the Client where the Client considers fit and necessary.
- 10.5** The Client agrees to ensure that, at the time when the Client gives its instructions to enter into the Derivative or Structured Product Transaction, the Client has deposited sufficient cleared funds in the Account or such other accounts for payment of such transaction value under the Derivative or Structured Product Transaction. Notwithstanding the foregoing, the Company may (but not obliged to) proceed to execute or effect the Client's instructions to enter into the Derivative or Structured Product Transaction despite that at the time when the Client gives its instructions, the Client does not have sufficient cleared funds in the Account or other accounts for payment of the transaction value without further notice to the Client. In that event, the Client shall place sufficient cleared funds into the Account or such other accounts as agreed by the Company as soon as possible for the purpose of payment of the transaction value subsequent to the Client's instruction given to the Company.
- 10.6** Each of the Derivative or Structured Product Transaction entered into hereunder will be confirmed in writing by the Company for recording the agreed terms of the Derivative or Structured Product Transaction and which confirmation will set out sufficient details or particulars for identifying the Derivative or Structured Product Transaction (the "**Transaction Confirmation**"). The Transaction Confirmation constitutes a supplement to and forms an integral part of the agreement in relation to the Derivative or Structured Product Transaction. In respect of a particular Derivative or Structured Product Transaction, in the event of any inconsistency between the provisions of the relevant Transaction Confirmation and the other documents evidencing the terms and conditions thereof, the provisions of the Transaction Confirmation shall prevail.
- 10.7** The Client has a duty to carefully examine all information, data, particulars and terms and conditions set out in the Transaction Confirmation and acknowledge the correctness of the Transaction Confirmation by countersigning the duplicate copies thereof and return them to the Company within 3 days of the date of issuance of the Transaction Confirmation or such other time limit as may be specified by the Company from time to time in the Company's absolute discretion. If no objection to the Company in writing is raised by the Client within 3 days of the date of issuance of the Transaction Confirmation or such other time limit as may be specified by the Company from time to time in the Company's absolute discretion, all information, data, particulars and terms and conditions in the Transaction Confirmation are deemed correct, conclusive and binding on the Client.
- 10.8** The Client understands and acknowledges that the Client is obliged to settle the Derivative or Structured Product Transaction in cash or delivery of the specified underlying asset upon settlement on the specified settlement day (the "**Settlement Date**").
- 10.9** Where the Derivative or Structured Product Transaction may expire unless appropriate action in connection with the redemption of the Derivative or Structured Product

Transaction is taken on the Settlement Date, the following provisions shall apply:-

- (i) it is the Client's sole responsibility to familiarize himself with the rights and terms of all of the Derivative or Structured Product Transaction and the Client is obliged to take appropriate action in connection with the redemption of the Derivative or Structured Product Transaction;
- (ii) if the Client fails or omits to instruct the Company at least 3 Business Days before the Settlement Date or within such specified period as the Company shall in the Company's absolute discretion determine:-
 - (a) where the redemption of the Derivative or Structured Product Transaction is not obligatory, it shall be conclusively deemed that the Client has irrevocably renounced all the Client's rights and entitlements regarding the redemption of such Derivative or Structured Product Transaction and the Company is entitled to deal with or otherwise dispose of such Derivative or Structured Product Transaction in the manner as the Company shall consider fit and appropriate; and/or
 - (b) where the redemption of the Derivative or Structured Product Transaction is obligatory, the Company is entitled to sell or transfer any specified underlying assets in the Account or all cash, assets, property otherwise deposited with or held by the Company and/or Associate to satisfy the Client's settlement obligations in the manner as the Company shall in the Company's absolute discretion determine. The Client shall fully indemnify and keep the Company indemnified from and against all losses, damages, interests, actions, demands, claims, legal proceedings whatsoever which the Company may suffer or sustain and all costs and expenses reasonably incurred by the Company as a result of effecting such a transfer or sale and matters directly or indirectly relating thereto or otherwise to the Client's default in performance of the Client's settlement obligations hereunder; and
- (iii) should the Client instruct the Company at least 3 Business Days before the Settlement Date to take appropriate action for the redemption of the Derivative or Structured Product Transaction, the Company is not obliged to follow the Client's instruction to redeem unless and until sufficient cleared funds or specified underlying assets in an appropriate form (as the case may be) have been deposited with the Company when the Client gives its instruction and, in default thereof, the provisions of sub-clause 10.10(ii) above shall apply as if the Client has failed to give the Company punctual instruction.

10.10 Where Derivative or Structured Product Transaction provides for settlement in cash or delivery of the specified underlying asset upon settlement on the Settlement Day, the Client represents and warrants to and undertakes with the Company that: -

- (i) where the Derivative or Structured Product Transaction provides for settlement in cash on the Settlement Date, the Client shall make available to the Company sufficient cleared funds to enable the Company to fully satisfy on the Client's behalf the Client's settlement obligations in respect of such Derivative or Structured Product Transaction before the Settlement Date. If the Client fails or omits to fulfil the Client's settlement obligations hereunder by the Settlement Date, the Company is authorized and empowered to sell or transfer any assets in the Account or all cash, asset or property otherwise deposited with or held by the Company and/or the Associate in satisfaction of the Client's settlement obligations. The Client shall fully indemnify and keep the Company indemnified from and against all losses,

damages, interests, actions, demands, claims, legal proceedings whatsoever which the Company may suffer or sustain and all costs and expenses reasonably incurred by the Company as a result of effecting such a sale and matters directly or indirectly relating thereto or otherwise to the Client's default in performance of the Client's settlement obligations; and/or

- (ii) where the Derivative or Structured Product Transaction provides for settlement by way of delivery of the specified underlying asset, the Client shall deliver the specified quantity of such assets in an appropriate form to the Company or otherwise settle such trade before the Settlement Date. If the Client fails or omits to fulfil the Client's settlement obligations by the Settlement Date, the Company is authorized and empowered to execute on the Client's behalf the purchase or acquisition of such assets as are necessary to satisfy the Client's settlement obligations hereunder. The Client shall fully indemnify and keep the Company indemnified from and against all losses, damages, interest, actions, demands, claims, legal proceedings whatsoever which the Company may suffer or sustain and all costs and expenses reasonably incurred by the Company as a result of effecting such a purchase or acquisition and matters directly or indirectly relating thereto or otherwise to the Client's default in performance of the Client's settlement obligations. The Company is also authorized and empowered to appropriate, withdraw and/or apply the relevant quantity of the appropriate assets from the assets the Client deposited with or held by the Company or the Associate so as to enable the Company to settle the Derivative or Structured Product Transaction.

10.11 Without prejudice to the foregoing, the Company is not obliged to notify the Client of any upcoming Settlement Date from time to time or to take any action on the Client's behalf unless otherwise agreed by the Company in writing.

10.12 Upon the Settlement Date, the Company shall be entitled to debit the entire amount payable for the Derivative or Structured Product Transaction (including, without limitation, the purchase price, all fees, commissions, stamp duties, taxes or levies incurred and all other reasonable expenses) from the Account or such other specified accounts.

10.13 The net proceeds of the Derivative or Structured Product Transaction after deducting all brokerage, commissions, stamp duties and fees incurred and all other reasonable expenses shall first be applied towards payment and discharge (whether in whole or in part) of all indebtedness, if any, due and owing to the Company hereunder and the surplus, if any, shall be credited into the Account or such other specified accounts.

10.14 The Client agrees that the Client is and remains fully responsible for all settlement and all other obligations arising in connection with any of the Derivative or Structured Product Transaction entered into in accordance with the Client's instructions, regardless of the amount of cleared funds in the Account or such other accounts. In addition, the Client agrees that the Company is at any time entitled to close out any or all contracts or agreements relating to the Derivative or Structured Product Transaction effected by the Company for or with the Client, cover any short position of the Client through the purchase of the underlying assets on SEHK, other relevant Exchange or the OTC Market or liquidate any of the Client's long position through the sale of the Derivative or Structured Product on SEHK, other relevant Exchanges or the OTC Market, or take any other action as the Company may in the Company's absolute discretion consider fit in relation to the relevant Derivative or Structured Product Transaction if, in the Company's reasonable opinion, the Company consider that the Client is or may be unable or unwilling to comply with any of the Client's settlement or other obligations in respect of the Derivative or Structured Product Transaction.

11. Electronic Service

- 11.1** On the issuance by the Company to the Client of its Login ID and Password, the Electronic Service shall be activated and the Company will notify the Client.
- 11.2** The Client agrees: -
- (i) that it shall use the Electronic Service only in accordance with these Terms and Conditions;
 - (ii) that it shall be the only authorized user of the Electronic Service;
 - (iii) that it shall be responsible for the confidentiality and use of its Login ID and Password;
 - (iv) that it shall be solely responsible for all Instructions entered through the Electronic Service using its Login ID and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;
 - (v) that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
 - (vi) that the Company has the right to suspend the Electronic Service if an incorrect Login ID and Password are entered on more than 3 occasions;
 - (vii) if the Client uses the Electronic Service that the Client accesses by computer, the Client agrees to provide the Company with the Client e-mail address, promptly provides the Company with any changes to the Client e-mail address and accepts electronic communications from the Company at the e-mail address the Client specified;
 - (viii) that it shall be bound by any consent the Client gives through the Electronic Service for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Electronic Service; and
 - (ix) that it shall logoff the Electronic Service immediately following the completion of each Electronic Service session.
- 11.3** Upon such receipt of Instructions from the Client, the Company shall send an Instruction Acknowledgement. The Client agrees that its receipt of an Instruction Acknowledgement is not a guarantee that its Instructions will be executed. If the Client does not receive an Instruction Acknowledgement within 5 minutes following it entering Instructions into the Electronic Service, or if the Client receives an Instruction Acknowledgement with error, the Client is responsible for immediately contacting the Company to confirm that the Instructions were received. The Client further agrees that non-receipt by it of the Instruction Acknowledgement does not necessarily mean its Instructions will not be executed. In the event that the Client receives confirmation from the Company that the Instructions have been executed but not in Instruction Acknowledgement, the Client shall still be responsible for settling the trade.
- 11.4** Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Electronic Service and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding any receipt by the Client of an Instruction Acknowledgement in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instruction.
- 11.5** The Company may convey to the Client by the Electronic

Service the Information. The Client may be charged a fee for the Information. The Company obtains the Information from Exchange and markets and from third-parties that transmit Information (collectively called the "**Information Providers**").

- 11.6** The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
- 11.7** The Client agrees not to:-
- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manners without the express written consent of the Company and the relevant Information Provider(s);
 - (ii) use the Information for any unlawful purpose;
 - (iii) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on the SEHK; and
 - (iv) disseminate the Information to third parties.
- 11.8** The Client agrees to comply with reasonable written requests by the Company to protect the Information Provider's and the Company's respective rights in the Information and the Electronic Service.
- 11.9** The Client shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.
- 11.10** The Client acknowledges that the Electronic Service, and the software comprised in it, is proprietary to the Company. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to any part of the Electronic Service or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate the Electronic Service if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached, this warranty and undertaking.
- 11.11** The Client acknowledges that the Information or market data made available to it through the Electronic Service may be proprietary to third parties and the Client agrees that it will not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- 11.12** The Company, its Corresponding Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond the Company's reasonable control including, without limitation: -
- (i) delays, failure or inaccuracies in transaction of communications to or from the Company through telephone, electronic or other system that are not under the Company's control;
 - (ii) delays, inaccuracies or omission in or unavailability of research, analysis, market data and other Information prepared by third parties;
 - (iii) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s) and/or account numbers; and
 - (iv) war or military action, government restrictions, labor disputes or closure of or disruption to orderly trading

on any market or Exchange, severe weather conditions and disaster.

11.13 The Client agrees to defend, indemnify and hold the Company, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from the Client violation of the Agreement, the Applicable Laws or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Electronic Service.

11.14 The Company reserves the right to terminate the Client's access to the Electronic Service or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Login ID, the Password and/or account number(s), breach of the Agreement or these Terms and Conditions, discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the Company and Information Providers.

11.15 In the event of termination by the Company, the Information Providers, and the Company shall have no liability to the Client; provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Service not furnished to the Client as of the date of such termination.

11.16 The Client acknowledges and accepts the risks of using the Electronic Service described below:-

- (i) if the Client undertakes Transactions via the Electronic Service, it will be exposed to risks associated with the Electronic Service system including the failure of hardware and software, and that the result of any system failure may be that its order is either not executed according to its Instructions or is not executed at all;
- (ii) that due to unpredictable traffic congestion and other reasons, the Electronic Service may not be reliable and that Transactions conducted via the Electronic Service are subject to delays in transmission and receipt of its Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the time its Instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. The Client should not place any Instruction with the Company by electronic means if the Client is not prepared to accept the risk of such interruptions or delays; and
- (iii) market data and other Information made available to the Client through the Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or Information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

11.17 In the case where the Company has entered into a licensing agreement with the Stock Exchange Information Service Limited ("SEIS"), the Client authorizes the Company to provide information on the Electronic Service supplied to the Client hereunder to SEIS, to enable the Company to comply with the licence agreement between SEIS and the Company relating to market datafeeds.

12. Conflict of Interest

12.1 The Company and its directors, officers or employees may trade on its own account or on account of any of the Associates.

12.2 The Company is authorized to buy, sell, hold or deal in any Securities or otherwise, or take the opposite position to the Client's order whether it is on the Company's own account or on behalf of the Associate or its other clients.

12.3 The Company is authorized to match the Client's orders with those of other clients.

12.4 The Company is authorized to effect Transactions in Securities where the Company or its Associate has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise.

12.5 In any of the events in this clause the Company shall not be obliged to account for any profits or benefits obtained.

13. Client Identification

13.1 If the Client effects Transactions in Securities listed on the SEHK or derivatives related thereto for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, the Client hereby agrees that, in relation to a Transaction where the Company has received an enquiry from the SEHK and/or the SFC (the "**Hong Kong regulators**"), the following provisions shall apply.

13.2 Subject as provided below, the Client shall, immediately upon request by the Company, inform the Hong Kong regulators of the identity, address, occupation and contact details of the Client for whose account the Transactions was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transactions. The Client shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the Client/ultimate beneficiary) who originated the Transactions.

13.3 If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust the Client shall, immediately upon request by the Company, inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the Transactions.

13.4 If the Client effected the Transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by the Company, inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Transactions.

13.5 If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying client for whom the Transactions was effected, the Client confirms that:-

- (i) it has arrangements in place with its clients which entitle the Client to obtain the information set out in sub-clauses 13.2 and 13.3 from its client immediately upon request or procure that it be so obtained; and
- (ii) it will, on request from the Company in relation to a Transaction, promptly request the information set out in sub-clauses 13.2 and 13.3 from the clients on whose Instructions the Transactions was effected, and provide the information to the Hong Kong regulators as soon as received from its clients or procure that it be so provided.

13.6 The Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trust for whose account Transactions may be effected to release information to the Hong Kong regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transactions, and (if different from the client/ultimate beneficiary) of the person(s) who originated the Transactions.

13.7 The provisions of this clause shall continue in effect notwithstanding the termination of the Agreement.

14. Confidentiality

14.1 The Company will keep information relating to the Account confidential but may provide any such information to the Exchange and the SFC or any other regulatory authority (including overseas regulatory authorities) to comply with their requirements or requests for information and to any of the Company's branches or Associates without any consent from or notification to the Client to the extent permitted by the Applicable Laws.

14.2 Where the Client is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance, which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in annexure and annexed hereto and the Client acknowledges that it fully understands and accepts the provisions in annexure therein.

15. Safekeeping and Disposal of Securities

15.1 The Client appoints the Company to act as Custodian for the Client to provide custody of Client's Securities. The Client agrees not to pledge, charge, sell, grant an option or otherwise deal in any Securities or money forming part of any Account without the prior written consent of the Company.

15.2 Any Securities held by the Company for safekeeping on behalf of the Client may, at the Company's discretion:-

- (i) (in the case of registrable Securities) be registered in the name of the Client or in the name of the Company's nominee; or
- (ii) deposited in safe custody in a designated account of an authorized institution as defined in the BO or with other institutions (in Hong Kong or elsewhere) which provides facilities for the safe custody of Securities. In the case of Securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody service.

15.3 Where Securities are held by the Company for safekeeping pursuant to this clause, the Company shall itself, and shall procure any nominee or custodian appointed by it:-

- (i) collect and credit any dividends or other benefits arising in respect of such Securities to the Account or make payment to the Client as agreed with the Client. Where the Securities form part of a larger holding of identical Securities held for the Company's clients, the Client is entitled to the same share of the benefits arising on the holding as the Client's share of the total holding. Where the dividend is distributed either in the form of cash dividend or other forms, the Company is authorized to elect and receive on behalf of the Client cash dividend in the absence of contrary prior written Instruction from the Client; and
- (ii) comply with any directions received from the Client as to the exercise of any voting or other rights attaching to or conferring on such Securities provided that if any payment or expense is required to be made or incurred in connection with such exercise, neither the Company nor its nominee shall be required to comply with any directions received from the Client unless

and until it receives all amounts necessary to fund such exercise.

15.4 The Company and its nominee are not bound to redeliver to the Client the identical Securities received from or for the Client but may redeliver to the Client, at the office of the Company at which the Account is kept, Securities of like quantity, type and description.

15.5 Securities held by the Company for safekeeping pursuant to sub-clause 15.1 are held by the Company at the sole risk of the Client and the Company shall not be responsible for or liable in respect of any loss or damage suffered by the Client in connection thereof unless such loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of the Company.

15.6 Insofar as any such Securities do not constitute "**Collateral**" under the SFO and as defined in these Terms and Conditions, the Client hereby expressly authorizes the Company:-

- (i) to dispose of such Securities for the purpose of setting any liability owed by the Client (or who is the beneficial owner of such Securities) to the Company for dealing in Securities or financial accommodation provided by the Company to the Client which remains after the Company has disposed of all other assets designated as Collateral for securing the settlement of the liability; and
- (ii) for a period of 12 months from the date of authorization, to deposit or lend such Securities in accordance with the rules and regulations of the SEHK or the HKSCC, or to a class of persons specified in relevant rules of the SFC. Such authority may be renewed in writing for one or more further periods not exceeding 12 months at any one time.

15.7 The Client acknowledges and accepts that there are risks in leaving Securities in the custody of the Company, any nominee, custodian or institution or in authorizing the Company to deposit or lend the Securities, the Client agrees to accept these risks.

15.8 Any cash which are received or held by the Company on the Client's behalf, other than cash received by the Company in respect of Transactions and which is paid for settlement purposes or payable to the Client shall be credited to one or more segregated accounts, each of which shall be designated as a trust account or client account with the Client's bankers or with any other person approved by the SFC.

16. Event of Default

16.1 Any one of the following events shall constitute an event of default (the "**Event of Default**"):-

- (i) the Client's failure to pay any deposits or any other sums payable to the Company or its Associates or submit to the Company any documents or deliver any Securities or property to the Company hereunder, when called upon to do so or on due date;
- (ii) default by the Client in the due performance of any of the terms of the Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;
- (iii) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
- (iv) the death of the Client (being an individual);
- (v) the levy or enforcement of any attachment, execution or other process against the Client;

- (vi) any representations or warranties made by the Client to the Company in the Agreement or in any document being or becoming incorrect or misleading;
- (vii) any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into the Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
- (viii) Client's failure to comply with sub-clause 9.6 of these Terms and Conditions; and
- (ix) the occurrence of any event which, in the sole opinion the Company, might jeopardise any of its rights under the Agreement.

16.2 If an Event of Default occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client, the Company shall be entitled to: -

- (i) immediately close the Account;
- (ii) terminate all or any part of the Agreement;
- (iii) cancel any or all outstanding orders or any other commitments made on behalf of the Client;
- (iv) close any or all contracts between the Company and the Client, cover any short position of the Client through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Client through the sale of Securities on the relevant Exchange(s);
- (v) dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to the Company or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by the Company in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
- (vi) borrow or buy any Securities required for delivery in respect of any sale effected for the Client;
- (vii) combine, consolidate and set-off any or all accounts of the Client in accordance with sub-clause 19.2; and
- (viii) terminate the Facility forthwith.

16.3 All amounts due or owing by the Client to the Company under the Agreement shall become immediately due and payable if an Event of Default occurs.

16.4 In the event of any sale pursuant to this clause:-

- (i) the Company shall not be responsible for any loss occasioned thereby howsoever arising if the Company has already used reasonable endeavors to sell or dispose of the Securities or any part thereof at the available market price;
- (ii) the Company shall be entitled to appropriate to itself or sell or dispose of the Securities or any part thereof at the available market price to any of the Associates without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by the Company and/or any of the Associates; and
- (iii) the Client agrees to pay to the Company any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to the Company.

17. Termination

17.1 Either party may terminate the Agreement at any time by giving the other party no less than 5 Business Days notice

in writing. In particular, the Company may (but not obliged to) terminate the Agreement upon the occurrence of any one or more of the following events:-

- (i) the withdrawal or non-renewal upon expiry (or when called upon to do so) of the Client's authorization to the Company as contained in sub-clause 15.6 of these Terms and Conditions;
- (ii) the withdrawal of the Client's appointment of the Company as the Client's custodian in sub-clause 15.1;
- (iii) the Company genuinely believe that the Account is being operated or used for criminal or other unlawful activities; or
- (iv) such other cause as the Company shall consider appropriate.

Termination under this clause shall not affect any transactions entered into by the Company pursuant to the Agreement before the termination.

17.2 Upon termination of the Agreement under this clause, all amounts due or owing by the Client to the Company under the Agreement shall become immediately due and payable. The Company shall cease to have any obligations to purchase or sell Securities, the Derivative Product and Structured Product on behalf of the Client in accordance with the provisions of the Agreement, notwithstanding any Instructions from the Client to the contrary.

17.3 As soon as and in so far as is practicable upon termination of the Agreement, the Company shall sell, realize, redeem, liquidate or otherwise dispose of all or part of the Securities, the Derivative Product and Structured Product for such consideration and in such manner as the Company shall in its absolute discretion consider necessary to satisfy all indebtedness of the Client to the Company, at the Client's sole risk and cost and without any liability accruing to the Company for any loss or damage incurred by the Client.

17.4 Any cash proceeds received by the Company pursuant to a sale, realization, redemption, liquidation or other disposal under this clause shall be credited to the Account and, as soon as is practicable after such cash proceeds have been credited, the net credit balance on the Account (if any) shall be returned to the Client, after first deducting or providing for all costs, charges, fees and expenses, (including legal expenses) incurred by the Company in such sale, realization redemption, liquidation or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to the Company and outstanding (whether actual or contingent, present or future or otherwise). All Securities, the Derivative Product and Structured Product not realized or disposed of together with any relevant documents of title in the Company's possession shall be delivered to the Client at the Client's sole risk and expense, and the Company is not obliged to deliver the same by electronic means. The Company shall have no liability for any loss or damage incurred by the Client arising from such delivery.

17.5 If a debit balance on the Account exists after application of the cash proceeds and deduction of any sums pursuant to this clause, the Client shall immediately pay to the Company an amount equal to such debit balance together with the Company's cost of funding such amount as notified to the Client by the Company up to the date of actual receipt of full payment by the Company (after as well as before any judgment).

17.6 The Company may effect such currency conversions as are necessary for the purposes of this clause in each case at the spot rate of exchange (as determined by the Company in its absolute discretion) prevailing in the relevant foreign exchange market (as determined by the Company in its absolute discretion) on the relevant rate.

18. Liability and indemnity

18.1 The Company will use all reasonable endeavors to comply with and carry out instructions given by the Client and

accepted by the Company concerning the Accounts or Transactions but neither the Company nor any of its directors, employees or agents (save where it has been established that they or any of them have acted negligently, fraudulently or in willful default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of:-

- (i) any inability, failure or delay on the part of the Company to comply with or carry out any such instruction or any ambiguity or defect in any such Instruction; or
- (ii) the Company in a good faith acting or relying on any instruction given by the Client, whether or not such Instruction was given following any recommendation, advice or opinion given by the Company or any Associate or by any of its or their directors, employees or agents; or
- (iii) the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, Correspondent Agent, other company or person whatsoever to perform its obligations; or
- (iv) any Exchange, Clearing House, Correspondent Agent or other company ceasing for any reason to recognize the existence or validity of Transactions entered into by the Company on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client's obligation hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom; or
- (v) the mis-understanding or mis-interpretation of any instruction given or placed verbally or electronically or delays or errors in transmission owing to electronic traffic congestion or any other causes, or any mechanical failure, malfunction, suspension or termination of the continual operation or availability and mechanical failure or inadequacy of the Company's telephone or telecommunication system or installation in connection with the receipt and processing of Instructions transmitted by telecommunication devices and all other related equipment, facilities and service.

18.2 The Client agrees to fully indemnify and keep indemnified the Company and its Associates and its Correspondent Agents and their directors, officers, employees and agents (collectively called the "**Indemnified Persons**") against any loss, cost, claim, liability or expense, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons, arising out of or in connection with any Transactions, or otherwise arising out of any action or omission by the Company in accordance with the terms of the Agreement (save where it has been established that the Company has acted negligently, fraudulently or in willful default) or arising out of any breach by the Client of any of its obligations under the Agreement, including any costs reasonably incurred by the Company in collecting any debts due to the Company or any unpaid deficiency in the Account, in enforcing the rights of the Company hereunder or in connection with the closure of the Account, and any penalty charged to the Company by any Exchange and/or Clearing House.

19. Set-off, Lien and Combination

19.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under the Applicable Laws or the Agreement, all Securities, receivables, monies and other property of the Client (held by the Client either individually

or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in favour of the Company as continuing security to offset and discharge all of the Client's obligations, arising from the Transactions, to the Company and its Associates.

- 19.2** In addition and without prejudice to any general liens or other similar rights which the Company may be entitled under the Applicable Laws or the Agreement, the Company for itself and as agent for any of its Associates, at any time without notice to the Client, may combine or consolidate any or all accounts, of any whatsoever and either individually or jointly with others, with the Company or any of its Associates and the Company may set off or transfer any monies, Securities or other property in any such accounts to satisfy obligations or liabilities of the Client to the Company or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.
- 19.3** Without limiting or modifying the general provisions of the Agreement, the Company may, without notice, transfer all or any such or properties interchangeably between any Accounts and any other accounts of its Associates.
- 19.4** All Securities and properties held for the Client's account shall be subject to a general right of disposal in the Company's favour, for the performance of the Client's obligations to the Company arising in respect of dealing in Securities for the Client. The Company may at any time, without prior notice to the Client, apply any credit balances (including amount payable to the Client arising from the sale of Securities) in any currencies to which the Client is at any time beneficially entitled on any accounts opened with the Company to set off against any liabilities owed to the Company (including amount payable to the Company arising from the purchase of Securities).
- 19.5** If the Company fails to meet the Company's obligations to the Client pursuant to the Agreement, the Client shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time.

20. Joint and Several Liability/Successors

- 20.1** Where the Client comprises two or more individuals:-
 - (i) each such individuals shall be jointly and severally liable for all obligations under the Agreement;
 - (ii) the Company may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals unless the Company has received written instructions to the contrary;
 - (iii) any payments made to any one of such individual shall be a valid and complete discharge regardless of whether such payments are made before or after the death of any one of more of such individuals;
 - (iv) on the death of any of such individuals (being survived by any other such individuals), the Agreement shall not be terminated and the interest in account of the deceased will thereupon vest in and ensure for the benefit of the survivor(s) provided that any liabilities incurred by the deceased Client shall be enforceable by the Company against such deceased Client's estate. The surviving Client(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.
- 20.2** The Agreement shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

21. Transaction Notices and Reports

- 21.1** The Company will report to the Client executions of Transactions (i) promptly by telephone calls or facsimile and (ii) by sending to the Client hard copy of the

transaction confirmation and account statement on the following Business Day.

- 21.2** The Client shall have a duty to examine the transaction confirmation, account statement and the monthly statement carefully and to notify the Company in writing of any alleged error or irregularity therein within 10 Business Days or such other period of time as may be specified by the Company generally or in any particular case, after either the date of dispatch of such confirmation or statement. Otherwise, the transaction confirmations, account statement and monthly statement shall be conclusive and the Client shall be deemed to have waived any such error and the Company will be released from all claims by the Client in connection with the statement or any action taken or not taken by the Company regarding the Account.

22. Representations and Warranties

The Client represents, warrants and undertakes that:-

- (i) Its all necessary consents or authorization which may be required for the Agreement have been obtained and are in full force and effect; and
- (ii) The Client has the authority and legal capacity to enter into and perform its obligations under the Agreement and the Agreement constitutes the valid and legally binding obligations of the Client.

23. Notices and Communications

- 23.1** All notices, reports, statements, confirmations and other communications shall be in written form which may be personally delivered or transmitted by post or facsimile if to the Client, at the address, facsimile number or electronic mail address given in the Account Opening Form or at such other address, facsimile number or electronic mail address as shall be designated by the Client in a written notice to the Company
- 23.2** All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:-
- (i) at the time of delivery or transmission, if delivered personally, by facsimile or Electronic Service as described in clause 11; or
 - (ii) 2 Business Days after the date of posting, if sent by local mail; or
 - (iii) 5 Business Days after the date of posting, if sent by overseas mail.

24. Amendments

The Client agrees that the Company may amend the terms of the Agreement by giving the Client a notice of the changes in writing at any time. Any amendment to the Agreement shall be deemed to have been accepted by the Client unless written notice of objection is received by the Company within 30 Business Days after the date of despatch of the notification by the Company.

25. Assignment

The Client agrees that the Company may transfer its rights and obligations under the Agreement without prior consent from the Client. The rights and obligations of the Client under the Agreement may not be assigned without the Company's prior written consent.

26. Suitability

- 26.1** If the Company solicits the sale of or recommend any of the Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to

the Client's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

- 26.2** For the purpose of clause 26.1, Financial Product means any securities, any futures contract or any leveraged foreign exchange contract as defined in the SFO.

27. General

- 27.1** Time shall in all respect be of essence in the performance of all of the Client's obligations under the Agreement.
- 27.2** A failure or delay in exercising any right, power or privilege in respect of the Agreement by the Company will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.
- 27.3** In the event of any difference in interpretation or meaning between the Chinese and English version of the Agreement, the Client and the Company agree that the English version shall prevail.

28. Third Party Rights

- 28.1** Without prejudice to clause 28.3, a person who is not a party to the Agreement has no right under the Third Parties Ordinance to enforce the rights under or to enjoy the benefit of any term of the Agreement.
- 28.2** Notwithstanding any provision contained herein, the consent of any person who is not a party to the Agreement is not required to rescind or vary the Agreement at any time.
- 28.3** Any director, officer, employee, affiliate or agent of the Company may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

29. Tax Status

The Client hereby certifies and acknowledges that, unless otherwise notified to the Company, the Client is not a US Person and is not subject to the tax of the United States of America. In particular, without limitation, the Client is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. The Client hereby consents to and authorizes the Company or any of the Associate to share or release the Client's information and data with or to domestic and overseas regulators, tax or other competent authorities (if necessary) to establish the Client's tax liability in any jurisdiction. The Client acknowledges and agrees that the Company or any of the Associate is authorized to withhold from the Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time determine in accordance with the Applicable Laws including, and without limitation, the FATCA. In the event of any change of the tax status, the Client hereby undertakes to notify the Company or any of the Associate in writing forthwith.

30. Governing Law and Jurisdiction

The Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong and may be enforced in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Company shall be entitled to enforce the Agreement in courts of other competent jurisdiction as the Company may select.

PENSONAL DATA PRIVACY POLICY STATEMENT

1. DEFINITION

- 1.1 The defined terms used in the Terms and Conditions of Securities Account are adopted herein unless otherwise stated.

2. PURPOSE

- 2.1 This statement is issued under and pursuant to Personal Data (Privacy) Ordinance (the "**Ordinance**").
- 2.2 The Company shall from time to time collect personal data ("**Data**") from individual clients. The purposes for which Data relating to the clients may be used are as follows:-
- (i) the daily operation of the services and facilities provided to the clients;
 - (ii) to conduct credit check;
 - (iii) to assist other institutions to conduct credit checks;
 - (iv) to ensure clients' ongoing credit worthiness;
 - (v) to design services or products for the clients' use;
 - (vi) to market financial services or related products to clients;
 - (vii) to determine the amount of indebtedness owed to or by the clients;
 - (viii) to meet the requirements to make disclosure under the requirements of any applicable laws, codes, rules and regulations; and
 - (ix) any purposes relating to any of the foregoing.

3. DISCLOSURE

- 3.1 The Company may disclose and it is a condition of the Company providing services, products and information to the clients that each of the clients consents to the disclosure of all Data (and other information) to:-
- (i) any officer, employee, agent, servant, contractor or third party who provides administration, credit information, debt collection, telecommunication, computer, payment or other services to the Company in connection with the operation of its business;
 - (ii) any financial institution with which the clients have or proposes to have dealings;
 - (iii) regulatory authorities and other relevant government bodies; and
 - (iv) any other person under a duty of confidentiality to the Company including the Associate which has undertaken to keep such information confidential.
- 3.2 The Company shall share information regarding the clients among the Company and the Associate in accordance with strict internal security standards and confidentiality policies and with applicable laws.
- 3.3 Without prejudice to the generality of the foregoing, the Company does not share information about the clients with other companies except in order to conduct business, comply with applicable laws, rules and regulations, protect against fraud or make available special offers of products and services that may be of interest to the Client. The Company may also provide information to regulatory authorities and law enforcement officials in accordance with applicable laws, codes, rules and regulations.

4. MATCHING

- 4.1 The Company may, in accordance with the Ordinance and any other applicable laws match, compare or exchange any of Data or other information provided by, or in respect of the clients with Data or other information held by the Company or any other person for the purpose of:-
- (i) credit checking procedures;
 - (ii) Data verification;
 - (iii) otherwise producing or verifying Data which may be used for the purpose of taking adverse action against the clients or any other person at any time; and
 - (iv) transfer such Data to any place outside Hong Kong (whether for the processing, holding or use of such Data outside Hong Kong).

5. CLIENTS' RIGHT

- 5.1 Under and pursuant to the provisions of the Ordinance, the clients have a right to:-
- (i) check whether the Company hold Data about the clients and has the right of access to such Data;
 - (ii) require the Company to correct any Data relating to the clients which is inaccurate; and
 - (iii) ascertain the Company's policies and practices in relation to Data and to be informed of the kind of Data relating to the clients held by the Company.
- 5.2 Request for access and/or correct any Data that the clients have supplied shall be sent to the following address:-
- First Securities (HK) Limited
Room 1708-10, 17/F., China Insurance Group Building,
141 Des Voeux Road Central, Hong Kong
Attn: The Data Protection Officer
- 5.3 In accordance with the provisions of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any Data access request.

6. GENERAL

- 6.1 The Company has established high standards for protecting information regarding the clients from unauthorized alteration or destruction.
- 6.2 The Company shall hold its employee fully accountable for adhering to those standard, policies, laws, codes, rules and regulations relating to personal data privacy.
- 6.3 The Company shall continue to maintain its dedication to ensure that Data is properly used and appropriately safeguarded.

Date: June 2017

證券賬戶的章則及條款

1. 定義

- 1.1 在本章則及條款中，除非在上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

“賬戶”指客戶現在或將來以自己名義在本公司開設的任何一個或多個證券（現金或保證金）、衍生及結構性產品交易賬戶。

“賬戶指令”指由本公司指定的有限公司、合夥人、獨資、個人或聯名賬戶開戶表格、印鑑卡及其他關於給予賬戶的開立、操作、保持或結清的指令及其他所有相關文件。

“協議”指就本章則及條款、賬戶指令及其他關於賬戶的約定或協定。

“適用法律”指所有時候及不時適用於客戶、本公司或相關交易的任何相關司法管轄區、市場或監管機構/主管機構之法律（不論是成文法或其他法律）、規則、規例、指引照會、指引、指令、通函、守則、監管手冊及披露要求。

“資產調度指示”指客戶或授權人（視屬何情況而定）指示本公司將賬戶項下資產調度至以客戶名義於其他證券公司或銀行開立的其他賬戶之指令。

“聯營公司”指有關本公司位於香港或其他地方的直接或間接控股公司、附屬公司或關聯公司。

“授權人”指協議中所指定的或依據可以發出關於賬戶或交易指示的人士而在開設賬戶時其姓名被客戶載於開戶表格中。

“銀行業條例”指香港法例第 155 章《銀行業條例》。

“營業日”指交易所開市進行買賣的任何一天（星期六、星期日、公眾假期和任何其他交易所宣佈的非營業日除外）。

“結算所”就香港聯交所而言，是指香港結算有限公司；就任何外地證券交易所而言，則指為向該外地證券交易所提供類似於香港聯交所提供服務的結算所。

“客戶”指於本公司不時開立及 / 或維持賬戶的客人。

“抵押品”指現時或此後存放在，或轉讓予，或促使轉讓予本公司、其聯營公司或代理人、又或由本公司、其聯營公司或代理人持有屬於客戶的全部款項和資產，或轉讓予或由其他人士持有的款項和資產，而該等款項和資產為本公司接受作為客戶在協議產生的義務項下的擔保。抵押品應包括由本公司或其聯營公司就任何目的不時持有、保管或控制的款項及證券（其中包括任何附加或替代證券；就任何此等證券或附加證券或替代證券所支付或應付的股息或利息，以及在任何時候通過贖回、紅利、優惠、期權或其他方式累計或提供的權利、利息、款項或財產）。

“本公司”指第一證券（香港）有限公司及其承繼人及受讓人。

“業務代理”指擔任本公司在香港或其他地方執行交易或結算的代理人，包括交易所或結算的任何成員。

“交易指示”指客戶或授權人（視屬何情況而定）指示本公司購買、出售或以其他方式處置證券、衍生及結構性產品之指令。

“衍生性產品”指金融或其他產品，其價值反映貨幣、利率、債券、金融工具、證券、金屬及其他商品、貨幣市場工具、參考指數或任何其他基準的回報或收益，包括但不限於，認股權證、期權、期貨及掉期。

“衍生性產品交易”指協議下進行的衍生性產品項下的交易。

“電子服務”指由本公司向客戶提供作證券或其他交易用途的電子交易服務，該服務的形式及範圍按本公司的絕對酌情權決定。

“交易所”指香港聯交所和任何外地證券交易所。

“融資”指由本公司就證券買賣向客戶提供的受本公司絕對酌情決定的條款所規管的保證金融資。

“外地證券交易所”指位於香港以外的某一個國家或地區，並依據該國家或該地區法律下獲准運作的證券交易所。

“FATCA”指《海外證券交易帳戶稅收合規法案》。

“香港結算”指香港中央結算有限公司。

“香港”指中華人民共和國香港特別行政區。

“資訊”指任何交易資料、叫價和賣盤價、新聞報導、第三方的分析報告、研究資訊及與證券和證券市場有關的其他資料。

“指示”指由客戶或其授權人向本公司按第 5 條款規定發出的任何指示或命令，包括客戶通過電子服務向本公司發出的指示。

“指示認收”指就一項指示而言（不管是指購買或出售證券或修訂或取消另一項先已發出的指示），指本公司就收到該項指示所作出的認收。

“登錄名字”指為存取電子服務而與密碼共同使用的客戶名字。

“場外交易市場”指櫃檯交易市場。

“密碼”指為存取電子服務而與登錄名字共同使用的客戶密碼。

“證券”指任何團體（不論是註冊公司或非註冊公司）或任何政府或任何地方政府當局的股份、股票、債權證、認股權證、債權股額、基金、債券和任何性質的票據，包括（a）該等股份、股票、債權證、認股權證、債權股額、基金、債券或票據的權利、選擇權或利益（不論是以單位還是以其他方法計算），（b）關於該等股份、股票、債權證、認股權證、債權股額、基金、債券或票據的權益或參與證書、臨時或中期證書、收據或承諾認購或購買的證明書，（c）股票指數的期權，和（d）一般稱為證券的文件。

“香港聯交所”指香港聯合交易所有限公司，包括其繼承人、受讓人以及因與其合併、結合或兼併後而產生或繼續存在的任何機構。

“證監會”指香港證券及期貨事務監察委員會。

“該條例”指香港法例第 571 章《證券及期貨條例》及其項下之所有規則及規例。

“結構性產品”指結合兩項或多項金融產品或工具，其中最少一項為衍生性工具。

“結構性產品交易”指協議下進行的結構性產品項下的交易。

“交易”指關於購入、認購、出售、交換或以其他方式處置任何種類或所有種類證券的買賣，包括（但不限於）證券保管、提供相關代理人或託管服務及在協議下或依據協議而施行的其他交易及衍生性產品交易及結構性產品交易。

“第三者條例”指香港法律第 623 章《合約(第三者權利)條例》。

“美國人士”指任何被 FATCA 被定義為美國人的人士，及包括下述任何一類或多類的人士：-

- (i) 美國公民或居民；
- (ii) 並非美國公民或國民，但已符合《1986 年國內收入法》(經修訂)及/或任何其他適用的法律、規則及規例規定下的「綠卡」測試或在相關曆年「在境內逗留相當長時間」的測試的人士；
- (iii) 選擇作為美國稅務居民的人士；及
- (iv) 不論其入息來源，須就其全球範圍內的入息繳納美國聯邦入息稅的任何其他人士。

1.2 本章則及條款之標題僅為方便閱讀而添加，並不影響本章則及條款的解釋及無法律效力。

1.3 除非另有說明，凡提及條款、分條款及附件，即指本章則及條款內的條款、分條款及附件。

1.4 在本章則及條款中，除非上下文文字有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。

1.5 在本章則及條款中所指的任何法例，均被視作包括不時修訂、延展或重新制定以取代該法例之條文及其規則及規例。

1.6 在本章則及條款中所指之任何一方當事人均被視作包括其繼承人及受讓人。

2. 應用法律及規則

2.1 所有交易在執行時均應遵守應用於本公司的所有適用法律、交易所和結算所的慣例和做法（可經不時修訂）及市場實務，而所有交易對客戶均有約束力。

2.2 協議任何條款均是獨立而可與其他條款分開的。如協議任何條款與現行或未來的法律或與交易所、結算所或對協議擁有司法管轄權的任何當局的法律、規則或規例有衝突，該條款

將被認為已根據有關法律、規則或規例被刪除或修訂。在所有其他方面而言，協議均繼續保持完全有效。

3. 權限

3.1 客戶（若是公司）授權其授權人在涉及與本公司進行交易的一切事務上於客戶規定的範圍內代表客戶，並代表客戶簽署與賬戶、交易及協議有關的協議和文件。凡由授權人發出或簽署的文件，指示或買賣指令將對客戶有絕對而不可推翻的約束力，但前提是任何授權人發出的口頭指令或指示（如為本公司接納）都是真確的和具效力的，若以書面指令或指示而經親手簽署，則按照開戶表格指明的簽署安排。

3.2 如個人客戶欲指定授權人，除填妥開戶表格外，客戶還應向本公司呈交妥為簽署且格式是本公司所指定或可接受的第三方委託書或其他類似委任文件。

3.3 客戶授權本公司按其絕對酌情向其業務代理發出指示執行交易。客戶承認，該業務代理的業務經營條款、進行該交易的任何交易所的規則以及為該交易進行結算的任何結算所的規則，均應適用於該交易，且對客戶具有約束力。

3.4 本公司不會就業務代理的任何錯失，遺漏，疏忽承擔任何責任。再者，本公司不就業務代理的償還能力作任何保證。

4. 佣金、費用及利息

4.1 對於所有交易，凡與本公司代表客戶與任何人進行的任何交易有關的本公司佣金和收費（經不時通知客戶）、有關交易所或結算所徵收的所有適用稅費、經紀費、印花稅、銀行收費、轉讓費、利息以及代理人服務費或保管費，本公司獲授權在其到期應付時予以扣除。

4.2 本公司有權將賬戶內所有資金，及代客戶收取的或因客戶而收到的所有資金存入銀行業條例所界定的或該條例所批准的某個或多個認可金融機構的某個或多個信託賬戶。

4.3 客戶應按本公司不時通知客戶的利率及其他條款的規定，就賬戶項下所有結欠餘額（包括在任何時候欠本公司的任何款項）支付利息。利息逐日孳生，並應在每個公曆月的最後一天或在本公司提出付款要求時支付。逾期利息按月以複利每月計算一次。

4.4 本公司應按本公司不時通知客戶的利率及規定，就賬戶項下所有結存餘額支付利息。客戶承認並同意，這利率是會波動的，會不同於銀行就本公司代客戶持有的信託賬戶項下結存餘額所支付的利率。

5. 指示

5.1 所有客戶（或其授權人）指示應親自或通過電話以口頭方式，或以書面方式利用專人遞送、郵件或傳真發出所有指示。

5.2 客戶承認並同意，所有客戶或任何授權人以任何方式向本公司發出或意圖發出的而且本公司已據此行事或視之為依據的指示，無論任何時候都是不可撤銷的、對客戶有約束力的，且不論前述指示事實上是否由客戶或是經客戶授權發出的。在任何情況下，本公司均無義務以任何已接受的方式對前述指示的人的身份或權力作出查詢或核實。

- 5.3 客戶承認，除非本公司書面同意，客戶發出指令後可能不可全部或部份地取消或更改。
- 5.4 本公司可以行使其酌情權，在不說明任何理由的情況下拒絕就任何特定交易代客戶或其授權人行事。
- 5.5 本公司可以其絕對酌情權接受由客戶或授權人（視屬何情況而定）向本公司發出的交易指示及資產調度指示。
6. 交易常規
- 6.1 凡客戶在任何一天發出購入或出售或處置證券、衍生性產品或結構性產品的買賣指令，若在有關交易所、場外交易市場營業時間結束時，或在該交易所規定的其他期限屆滿時，或在客戶和本公司雙方約定的其他較後時限結束時仍未執行，應被視為已自動取消。
- 6.2 客戶授權本公司在任何時候按本公司的絕對酌情權，為了取得較好的買賣價格和 / 或減少指示數量而將關於代客戶購入和 / 或出售證券的客戶指示，與本公司收到的來自本公司其他客戶的類似指示，進行合併和 / 或分拆處理，但前提是這類合併或分拆不會導致以差於前述指示單獨分別執行時原可得到的價格來執行這類指示，而且在可獲得的證券數量不足以滿足合併後買盤數量時，實際所購證券的數量將按本公司接到這些買盤時每一指示的先後順序而定。
- 6.3 客戶承認，由於交易所或其他市場在執行有關交易上的買賣慣例，要按“最佳”或“市場”報價執行買賣指令有時是不可能的。客戶同意，凡本公司按客戶指示執行的交易，客戶在任何情況下均受該交易的約束。
- 6.4 在受適用法律以及市場要求約束的前提下，本公司可行使絕對酌情權，在適當考慮其接到各客戶買賣指令的先後順序後，決定其執行這些買賣指令的優先次序，而客戶不得就本公司執行它所接到的任何買賣指令提出關於其買賣盤優先於其他客戶的任何要求。
- 6.5 除另有約定外，就每項交易而言，如非本公司已代客戶持有現金或證券而完成交易的結算，否則客戶應在本公司就該交易已通知客戶的有關時間，將經過清算的資金（包括非港元付款）支付給本公司，或向本公司交付價款已付清、所有權有效、形式符合交收要求的證券。客戶應承擔其對本公司就其未完成結算所造成損失和費用的責任。
- 6.6 賬戶應為港元或本公司和客戶不時約定其他貨幣的戶口。如客戶指示本公司以港元以外的其他貨幣執行任何交易，凡因有關貨幣的匯率波動而造成的利潤或損失，均應由客戶獨自享有或承擔。依據協議進行任何貨幣兌換而必須採取的任何行動或措施，可由本公司按其絕對酌情權所定出的方式、時間來實施。
- 6.7 客戶承認，客戶和本公司之間的電話或其他形式的通訊可以被錄音，或以其他電子方式予以監控而不發出任何警告，且在發生爭議時，有關錄音可被用作關於該指示的最終確鑿無疑之證據。
- 6.8 如本公司使用業務代理服務，本公司所收到以客戶名義向前述業務代理提供的任何商業服務有關的任何佣金或回扣，本公司有權接受並有權保留。
- 6.9 特別是，客戶承認及確認，客戶如需就外地上市的股票進行交易，必須符合所有適用法律。
- 6.10 除非客戶與本公司另有協議，本公司不會接受客戶發出的於賬戶提取款項或撥轉資產至其他賬戶的指示，除非該（等）賬戶是以客戶的名義開立。
7. 賣空
- 7.1 客戶承認，適用法律可能禁止本公司以客戶名義落盤出售客戶並不擁有的證券（下稱“賣空指令”）。客戶承諾：-
- (i) 在發出賣空指令前，其已訂立了確保有關證券於指定交收日交付的有效證券借貸或本公司可以接受的其他形式安排；及
- (ii) 在執行前述賣空指令前，其將向本公司提供關於保證前述賣空指令已有如本公司所明確規定的證券借貸安排文件。
- 7.2 客戶承認本公司有權要求其交付關於有關證券借貸安排的證明文件（包括但不限於貸款人的確認書）的副本。
8. 新上市證券
- 8.1 如客戶要求並授權本公司以其代理人身份為客戶或任何其他其利益而申購在交易所新上市和 / 或新發行的證券，客戶茲向本公司及為了本公司利益而作出保證，即本公司有權以客戶名義提出前述申請。
- 8.2 凡是管轄新上市和 / 或新發行的證券及其申請的，而在該新上市和 / 或新發行的證券的招股章程和 / 或發售文件以及申請表或任何其他相關文件中已載明的條款和條件，客戶本人須熟悉了解並予以遵守，且客戶同意在其與本公司進行的任何有關交易中均受前述條款和條件的約束。
- 8.3 客戶茲向本公司在申請新上市和 / 或新發行的證券時必須作出（不論是向有關證券的發行機構、保薦人、承銷商或配售代理人，還是向交易所或任何其他有關監管機構或人士）一切陳述、保證和承諾。
- 8.4 客戶茲進一步聲明並保證，且授權本公司在申請表（或其他文件）中向交易所及其他人（若適當的）披露並保證：凡是本公司以代理人身份提出的申請，是客戶或以客戶名義為了客戶利益或客戶申請時所指定人士的利益而提出和擬提出的唯一一份申請。客戶承認並接受，本公司和有關證券的發行機構、保薦人、承銷商或配售代理人，以及與本公司以客戶代理人身份提出申請的有關交易所或任何其他有關監管機構或人士，均可信賴前述聲明和保證。
- 8.5 客戶承認，凡是除證券買賣外並無任何其他業務且受客戶法定控制的非上市公司，其所提出的申請應被視作為了客戶的利益而提出的申請。

8.6 客戶承認並理解，關於證券申請的法律和監管要求及市場慣例均會不時作出變更，如同任何特定的新上市和 / 或新發行證券要求的變更那樣。客戶承諾，為了遵守前述法律和監管要求及市場慣例（如本公司行使其絕對酌情權所不時決定的），其將向本公司提供必要的資料，採取必要的額外行動，作出必要的額外陳述、保證和承認。

8.7 對於本公司或其代理人為本公司自己提出的和 / 或代表客戶和 / 或本公司其他客戶提出的大批申請，客戶承認並同意：-

- (i) 前述大批申請可能會因與客戶及客戶申請無關的原因而被拒絕接受，本公司和其代理人若無欺詐、疏忽或故意失責，則均不會就該拒絕接受的後果對客戶或任何其他人士負有任何責任；及
- (ii) 在前述大批申請因違反陳述和保證或涉及客戶其他原因而被拒絕的情形下，依照第 18 條款向本公司作出賠償。客戶承認其應對因前述違反或其他原因而令其他人受到的損害承擔責任。

9. 保證金賬戶交易

9.1 融資乃根據本章則及條款、本公司向客戶發出的任何授信書以及本公司不時指定的其他條件及條文載明的條款（統稱“保證金融資條款”）提供予客戶。

9.2 在符合下文第 9.18 分條款規定下，本公司可向客戶提供融資，其金額最高可達本公司不時通知客戶按市值折算的抵押品價值之一個限定百分比（下稱“保證金比率”）。客戶應不時按本公司要求，從速及正式簽署及交付本公司認為適宜的文書和文件，以便客戶能充份行使保證金融資條款下所授予的權利和權力以及盡享條款所帶來的全部利益。

9.3 客戶將指示和授權本公司從融資中提款，以便客戶就所購買的證券付款，或確保客戶能履行對本公司或其聯營公司就任何持倉量要求之維持保證金的義務，結清客戶欠本公司或其聯營公司的任何款項，或支付客戶欠本公司或其聯營公司的任何佣金就其他費用和開支。

9.4 本公司並不是在任何時候均會向客戶提供任何融資的義務。客戶尤其明白，如發生下列任何情況，本公司可不向客戶提供融資：

- (i) 若客戶不履行協議的任何條款；或
- (ii) 本公司認為客戶或任何人士的財務狀況有或已有嚴重不利變化，而導致客戶對履行其在本章則及條款項下的責任或義務的能力有負面影響；或
- (iii) 提供墊款將會超出適用的保證金比率；或
- (iv) 本公司按其絕對酌情認為，為了保障本公司，不提供融資是審慎或適宜的做法。

9.5 只要客戶對本公司仍有任何負債存在，本公司有權任何時候或不時拒絕提取任何或所有抵押品，而客戶不應在未經本公司事先書面同意下從客戶賬戶中提取部份或全部抵押品。

9.6 客戶應根據本公司的要求，按本公司指定金額、形式及時間，交付本公司按絕對酌情決定權確定為必要的訂金、保證金、證券及 / 或其他抵押品，以便就其融資提供足夠的擔保。客戶應將所需支付的任何款項在資金到期日同日中午 12 時前以即時可用現金的方式存入本公司指定的賬戶。

9.7 客戶若未能遵守本章則及條款第 9.6 分條款將構成本章則及條款第 16 條款下的失責事件。

9.8 客戶同意按本公司不時通知客戶的利率，就本公司給予客戶的融資金額按日付息。本公司可將此項利息費用從客戶在本公司或其聯營公司所開立的賬戶或其他賬戶中扣除。

9.9 作為實益擁有人，客戶為惠及本公司以第一固定押記方式對客戶在全部抵押品中的有關權利、所有權、利益和權益設定抵押（下稱“押記”），以便持續地擔保客戶按要求而須支付和清償現在或此後任何時候應由客戶向本公司或其聯營公司應付的、或客戶對本公司或其聯營公司所招致在保證金融資條款項下的所有絕對或未確定款項和負債，以及履行現在或此後任何時候應由客戶向本公司或其聯營公司履行在保證金融資條款下的所有義務；或支付和清償客戶就任何賬項或以任何方式（不管單獨或連同任何其他人士及不管以什麼名義、形式或商號名義）可能須向或將向本公司或其聯營公司負責支付的該等款項和負債，以及履行客戶就任何賬項或以任何方式（不管單獨或連同任何其他人士及不管以什麼名義、形式或商號名義）可能須向或將向本公司或其聯營公司負責履行的該等義務；並擔保客戶按要求而須支付和清償自該要求提出日期起至還款日期止的應計利息以及在本公司或其聯營公司的記錄中載明的任何佣金、法律費及其他費用、收費和開支。

9.10 儘管客戶有中途支付或結算賬款或清償客戶欠本公司及 / 或其聯營公司的全部或部份款項，以及儘管客戶取消其在本公司開立的賬戶並隨後重新單獨或連同其他人士開立賬戶，抵押應為一項持續性的擔保，該抵押將包括客戶目前就有關其任何賬戶中欠付本公司及 / 或其聯營公司的全部或任何結餘款項。

9.11 客戶說明並保證：抵押品乃由客戶合法和實益地擁有；客戶有充分權利將抵押品存放給本公司或其聯營公司；抵押品現時及將來均不會被設定任何種類的留置權、抵押或產權負擔，並且不會受制於任何認購權；並會及將會繳付抵押品中所包含任何股票、股份及其他證券有關的款項。

9.12 當客戶不可撤銷地繳足協議項下可能或將須支付的所有款項以及完全履行保證金融資條款下的義務後，本公司將應客戶要求並在客戶支付所需費用的情況下。解除本公司在抵押品中的所有權利、所有權和權益，並會應客戶要求發出指示和指引，以便能成功地解除擔保。

9.13 在可執行押記之前，(i) 本公司將有權在僅給予客戶通知的情況下行使與抵押品有關的投票權及其他權利，以保障抵押品的價值；及 (ii) 除協議另有規定，客戶可指示行使附於抵押品或抵押品有關連的其他權利，但其作出該項指示所採取的方式不得與客戶在保證金融資條款項下的義務相抵觸或在任何情況下可能影響本公司有關於抵押品的權利。

- 9.14** 客戶擔保不可撤銷地委任本公司為客戶的授權人，代表客戶並以客戶名義作出所有行為及辦理所有事情，以及簽署、蓋印、簽立、交付、完成及辦理所有可能需要的契據、文書和文件以及作出所有可能需要的行為及辦理所有可能需辦的事情，以便客戶可以履行保證金融資條款訂明的任何義務，並使本公司可一般地行使以或根據保證金融資條款或適用法律向其授予的有關權利和權力，包括（但不限於）：
- (i) 就任何抵押品執行任何轉讓或轉易；
 - (ii) 完成其對任何抵押品的所有權；
 - (iii) 請求、要求、索求、收取、了結及徹底清償在抵押品項下或因抵押品而引起的到期或將到期的任何及所有款項及申索的款項；
 - (iv) 提供有效的收據和解除書，並加簽與任何抵押品有關的任何支票或其他文書或指令；及
 - (v) 一般地提出任何申索或採取其認為必要和合宜的任何法律行動或法律程序，以保障在保證金融資條款項下設定的擔保。
- 9.15** 客戶同意，本公司可根據本章則及條款或保證金融資條款按其絕對酌情權決定銷售或處置任何抵押品；而本公司高級職員在銷售時將會聲明本公司可行使銷售權，而此聲明將是用以證明任何購買人或其他人士取得該出售的任何抵押品的所有權之確鑿證據；而與本公司或其代理人進行買賣的任何有關人士不得查究該項銷售的情況。
- 9.16** 在符合該條例的條文下，客戶特此授權並同意，就客戶（或代表客戶）存放在本公司的抵押品，本公司有權自授權生效的 12 個月期限內：
- (i) 將抵押品存放在一家經認可的機構，作為本公司取得任何財務融通的抵押品；或
 - (ii) 根據香港聯交所和香港結算的規則和規例將抵押品借給或存放在任何人士，或根據證監會的有關規則將其借給或存放在某一類別的人士；或
 - (iii) 將抵押品存放在香港結算，作為履行本公司結算義務和清償本公司結算責任的抵押品；或
 - (iv) 將抵押品存放在香港聯交所屬下的期權結算有限公司，作為本公司進行期權合約的交易或與期權合約有關交易的抵押品。
- 此項授權可以書面方式予以延續一個或多個期限而每次延續期不得超過 12 個月。
- 9.17** 客戶明白其根據本章則及條款第 9.16 分條款載明授權本公司之後，本公司可將客戶的證券匯集，將該等證券作為融資和墊款的抵押品存放。第三方可能對客戶的證券擁有權利，而在證券可交回客戶之前，本公司必須清償第三方根據其擁有權利而作出的索求。這樣可能會增加客戶的證券的風險。
- 9.18** 融資須按要求予以償還，而本公司可按其絕對酌情決定權更改或終止融資。尤其在發生下述任何一項或多項事件，融資將終止：
- (i) 客戶撤回其根據本保證金賬戶協議第 9.16 分條款而向本公司授予的授權；或
 - (ii) 在本公司授權期限屆滿後或被要求對該項授權予以續期時不予以續期；或
 - (iii) 根據本章則及條款第 9.18 分條款及 17 條款作出任何終止；而該項終止的任何通知應視為終止融資的通知。
- 9.19** 融資終止後，客戶應立即償還所有未償還的融資給本公司。
- 9.20** 向本公司償還欠本公司的所有或任何融資金額，將不構成取消或終止保證金融資條款。
- 9.21** 在不損害前述條文的一般性原則下，其押記或所擔保的款項在任何情況下均不受以下各方面影響：
- (i) 現在及此後由本公司或其聯營公司根據保證金融資條款或任何其他負債持有的任何其他擔保、保證或賠償保證；
 - (ii) 對任何擔保、保證或賠償保證或其他文件（包括押記；但對抵押作出有關更改、修訂或予以放棄或解除者除外）作出任何其他更改或修訂或予以放棄或解除；
 - (iii) 本公司或其聯營公司強制執行或不予強制執行或解除任何擔保、保證或賠償保證或其他文件（包括押記）；
 - (iv) 由本公司或其聯營公司給予客戶或任何人士的任何時間寬容、豁免或同意；
 - (v) 本公司或任何人士有否要求客戶支付保證金融資條款下任何的應付款項；
 - (vi) 客戶無力償債、破產、死亡或精神錯亂；
 - (vii) 若本公司與任何其他人士進行合併、兼併或重組；或若本公司將全部或任何部分的承諾、財產或資產售予或轉讓予任何人士；
 - (viii) 客戶在任何時候對本公司或任何人士存有申索權、抵銷權或其他權利；
 - (ix) 本公司與客戶或任何人士作出的任何安排或妥協；
 - (x) 與融資或任何擔保、保證或賠償保證（包括押記）有關的任何文件條款不合法、無效或不能予以強制執行或有任何欠妥之處；或任何根據或有關此等文件或任何擔保、保證或賠償保證（包括押記）下任何一方的權利或義務不合法、無效或不能予以強制執行或有任何欠妥之處，不管是否基於越權行為、是否合乎有關人士的利益或是否由任何人士正式予以授權、執行或交付或是否基於任何其他原因；
 - (xi) 任何協議、擔保、保證、賠償保證、付款或其他交易根據關於破產、無力償債或清盤的任何適用法律可能無效

或受到該法律影響；或客戶因相信該等任何協議、擔保、保證、賠償保證、付款或其他交易而作出任何讓予、結算或解除，而對任何此等讓予、結算或解除均視為有限的；或本公司或任何其他人士辦理、不辦理或疏忽辦理任何其他事情；或若沒有訂明此項條款，任何其他買賣、事實、事宜或事情可能不利於或影響客戶在保證金融資條款項下的負債。

10. 衍生或結構性產品交易

10.1 於所有衍生或結構性產品交易中，本公司可根據本章則及條款以代理人或當事人身份與客戶進行交易。除本公司另以書面聲明外，本公司會以當事人身份與客戶進行交易。

10.2 就任何衍生或結構性產品交易，本公司會向客戶提供產品說明書，載明有關衍生或結構性產品的描述、規格、特性、詳細資料及其他有關細節或其風險（下稱“衍生或結構性產品摘要”）。客戶同意及確認，受限於適用法律的情況下，本公司毋須對從第三者（包括但不限於任何衍生或結構性產品的發行機構或交易對手）處獲得或發放並提供予客戶的衍生或結構性產品的規格、描述、招股書、要約書、組成文件或其他文件的準確性及正確性承擔任何責任。

10.3 客戶將會及被視作於進行衍生或結構性產品交易前已細閱有關的衍生或結構性產品摘要，同時充分明白衍生或結構性產品的描述、規格、特性、詳細資料及其他有關細節以及涉及的風險。

10.4 客戶確認及同意，客戶如認為有需要，會就衍生或結構性產品交易尋求獨立及專業的意見。

10.5 客戶同意在客戶發出指示執行衍生或結構性產品交易時，須確保賬戶或指定賬戶中有足夠的已結算款項支付交易價值。即使上文另有規定，本公司有權（但非必要）在毋須再行通知客戶的情況下，按客戶的指示進行或執行該項衍生或結構性產品交易，儘管在客戶發出指示時，賬戶或其他賬戶的已結算款項不足以支付交易價值。在此等情況下，客戶在發出有關指示後應儘快將足夠的款項存入賬戶或由本公司同意的其他戶口以支付交易價值。

10.6 客戶根據協議通過本公司進行的每項衍生或結構性產品交易，將獲本公司發給確認書（下稱“交易確認書”），以確認衍生或結構性產品交易的條款。交易確認書載有足夠的詳細交易資料、條款及細則。交易確認書將構成協議就有關衍生或結構性產品交易的補充及組成部份。就特定的衍生或結構性產品交易而言，如交易確認書的條文或細則與其他證明有關交易條款及細則的文件存在差異，以交易確認書的條款及細則為準。

10.7 客戶有責任小心審閱所有載列於交易確認書的資料、資訊、詳細資料、條款及細則。在本公司發出交易確認書3日或由本公司不時酌情指定的期限內簽署交易確認書副本並將之送回本公司以確認有關衍生或結構性產品交易的準確性。倘若本公司在3日或由本公司酌情指定的期限內未收到客戶簽回交易確認書或就交易確認書內的衍生或結構性產品交易的條款或細則提出異議，則客戶將視為確認及接受交易確認

書內所有資料、資訊、詳細資料、條款及細則的準確性。同時，客戶此後不容否認交易確認書或其任何部份的準確性。

10.8 客戶明白及確認，衍生或結構性產品交易可規定於交收日（下稱“交收日”）以現金或相關資產交收。

10.9 就任何會到期的衍生或結構性產品交易，除非於交收日就衍生或結構性產品交易採取適當的贖回行動，否則以下規定將適用：-

- (i) 客戶有全責了解客戶在衍生或結構性產品交易中的權利及交易條款，以及就衍生或結構性產品交易的贖回採取適當行動。
- (ii) 如客戶未能在交收日前至少3個營業日或由本公司酌情指定的期限內發出指示給本公司：-

- (a) 如衍生或結構性產品交易的贖回並非強制性的，則視客戶已不可撤銷地放棄與衍生或結構性產品交易的贖回有關的一切權利及應佔權益；及/或

- (b) 如衍生或結構性產品交易的贖回是強制性的，本公司可全權酌情轉讓或出售賬戶中任何特定的相關投資或所有款項、資產、財產或其他存放於或由本公司及/或聯營公司代客戶持有的上述各項，以履行客戶的交收責任。如本公司因出售證券、資產或財產；或因與此直接或間接有關的事情；或因客戶未有履行交收責任，以致招致、蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本公司合理招致的一切費用及支出，客戶須對本公司作出全數彌償；及

- (iii) 如客戶在交收日前至少3個營業日或由本公司酌情指定的期限內，指示本公司就衍生或結構性產品交易的贖回採取適當行動，本公司毋須執行指示，除非本公司在客戶發出指示時，收到足夠的已結算款項或資產（視情況而定），否則上述第10.10(ii)分條款的規定將適用，猶如客戶未有及時發出指示予本公司一樣。

10.10 如衍生或結構性產品交易規定以現金或相關資產進行交收，則於交收日進行交收時，客戶陳述、保證及承諾：-

- (i) 如該衍生或結構性產品交易規定在交收日以現金進行交收，客戶須在交收日前，向本公司提供足夠的已結算款項，令本公司得以代客戶完全履行交收責任。如交收日已屆，但客戶未有履行交收責任，本公司獲授權出售或轉讓賬戶中任何的資產或所有款項、資產、財產或其他存放於或由本公司及/或聯營公司代客戶持有的上述各項，以履行客戶的交收責任。如本公司因出售證券；或因與此直接或間接有關的事情；或因客戶未有履行交收責任，以致蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本公司合理招致的一切費用及支出，客戶須對本公司作出全數彌償；及/或

- (ii) 如衍生或結構性產品交易規定以交付相關資產的形式進行交收，客戶須在交收日前，向本公司交付指定數量的資產或以其他本公司同意的方式進行交收。如客戶未

有在交收日或之前履行交收責任，本公司獲授權代客戶買入必需的資產以履行客戶的交收責任。如本公司因買入資產；或因與此直接或間接有關的事情；或因客戶未有履行交收責任，以致蒙受或承受任何損失、損害、利息、行動、要求、申索、法律程序等及所有本公司合理招致的一切費用及支出，客戶須對本公司作出全數彌償。本公司獲授權自客戶交付本公司及／或聯營公司或存放於本公司及／或聯營公司的資產或財產中，撥用、提取及／或應用有關數量的適當資產或財產，以就衍生或結構性產品交易進行交收。

10.11 在不影響上文規定下，除非本公司與客戶另有協議，本公司毋須不時通知客戶交收日將屆，或代客戶採取任何行動。

10.12 於交收日，本公司有權自賬戶或其他指定賬戶中支取衍生或結構性產品交易的整筆應付款項，包括但不限於買入價、一切費用、佣金、印花稅、稅項、徵費及其他所有合理招致的支出。

10.13 衍生或結構性產品交易在扣除一切經紀佣金、佣金、印花稅、費用及其他合理招致的支出後的所得淨款項，應首先用於償還（不論全部或部分）在協議下結欠本公司的一切債項，如有餘款，則存入賬戶或指定賬戶。

10.14 客戶同意，不論客戶的賬戶或指定賬戶有多少已結算款項，客戶仍須對本公司根據客戶的指示執行的任何衍生或結構性產品交易所產生的一切交收及其他承擔責任。此外，客戶同意倘若本公司按照本公司合理的意見認為或懷疑客戶現在或可能無法或不願意履行客戶對衍生或結構性產品交易的交收或其他責任，本公司有不受約束的酌情權，隨時結清本公司代客戶執行的任何或一切衍生或結構性產品交易合約，在聯交所、其他有關交易所或場外交易市場買入相關資產以平短倉，或在聯交所、其他有關交易所或場外交易市場賣出衍生或結構性產品以平掉長倉，或就有關衍生或結構性產品交易採取本公司酌情認為適當的其他行動。

11. 電子服務

11.1 本公司向客戶發給其登錄名字及密碼後，即可啟動電子服務，而本公司將會通知客戶。

11.2 客戶同意：-

- (i) 根據本章則及條款使用電子服務；
- (ii) 其為電子服務的唯一授權用戶；
- (iii) 對其登錄名字和密碼保密性和使用負責；
- (iv) 對使用其登錄名字和密碼而通過電子服務輸入的所有指示單獨負責；而本公司對所收到的任何指示，均會假定是由客戶以本公司所收到時間及形式；
- (v) 若得悉其登錄名字或密碼遺失、盜用或未經授權而被使用，將會立即通知本公司；
- (vi) 若其錯誤地輸入登錄名字和密碼超過三次，本公司有權終止其電子服務；

(vii) 若客戶以電腦使用電子服務，客戶同意將其電郵地址提供予本公司，並同意若其電郵地址有任何改變，將會從速通知本公司，以及在其指定的電郵地址接收本公司向其發出的電子通訊；

(viii) 客戶同意通過電子服務就本公司僅以電子服務向客戶提供任何通知、報表、交易確認書及其他通訊所作出的同意，是對客戶具有約束力的；及

(ix) 在電子服務的各個期間結束後，客戶應立即退出電子服務。

11.3 在收到客戶的指示後，本公司會發出一項指示認收。客戶同意，其收到一項指示認收並不保證其指示將獲得執行。若客戶將其指示輸入電子服務後5分鐘內仍未收到指示認收，或倘若收到指示存有誤差，客戶應負責立即聯絡本公司，以確認本公司收到其指示。客戶進一步同意，其未能收到指示認收並不一定表示本公司不會執行其指示。倘本公司向客戶確認已執行其指示但未有發出指示認收，客戶仍須負責結算該項買賣。

11.4 在不損害前述條文的一般性原則下，客戶承認並同意其通過電子服務發出指示後，將難以修訂或取消該指示，且僅在本公司尚未執行指示的情況下，才可修訂或取消該項指示。在這情況下，本公司將盡最大努力修訂或取消該項指示，但儘管客戶收到關於修訂或取消指示的一項指示認收，也不保證本公司將會作出該項修訂或取消。若本公司沒有修訂或取消客戶原本的指示，客戶仍須對該項指示負責。

11.5 本公司可通過電子服務向客戶傳遞資訊。客戶須就資訊支付費用。本公司會從交易所、市場及傳遞資訊的第三方（統稱“資訊提供者”）取得資訊。

11.6 資訊屬本公司、資訊提供者或其他人士的財產，且受版權保護。客戶除自用或在自己業務的正常過程中使用資訊外，不得在其他方面使用資訊或其任何部份。

11.7 客戶同意：-

- (i) 未經本公司及有關資訊提供者事先以書面方式明確表示同意，不會複製、再傳遞、傳播、出售、分發、發佈、廣播、傳閱或在商業上利用資訊作非法用途；
- (ii) 不會就任何非法目的使用資訊；
- (iii) 不會將資訊或其任何部份用於設立、維持或提供或協助設立、維持或提供買賣場地或買賣服務，以便買賣在香港聯交所上市的證券；及
- (iv) 不會向第三方傳播資訊。

11.8 客戶同意遵守本公司以書面發出合理要求，以保障資訊提供者和本公司在資訊及電子服務中的有關權利。

11.9 客戶應遵守本公司不時就批准使用資訊而合理地發出的指示。

11.10 客戶確認，電子服務和其中包含的軟件屬本公司專有財產。客戶保證並承諾，其不應且不應試圖篡改、更改、取消編纂、逆轉設計或以其他方式更改電子服務的任何部份或其中包含的任何軟件，亦不應在未獲批准的情況下試圖存取電子服務的任何部份或其中包含的任何軟件。客戶同意，若客戶在任何時候違反本保證和承諾，或本公司在任何時候合理地懷疑客戶已違反本保證和承諾，本公司有權終止本電子服務。

11.11 客戶確認其通過電子服務取得的資訊或市場資料可能是第三方專有的資訊或資料。客戶同意，除非事先取得此等權利的擁權人的批准，客戶不會上載、錄製、複製或分發版權或其他知識產權（以及宣傳和私隱權）保護的任何資訊、軟件或其他材料。

11.12 對於客戶在本公司不能合理地控制的情況下所招致的任何損失、費用、開支或責任，本公司、其相關代理人及資訊提供者概不負責。該情況包括但不限於：-

- (i) 在不受本公司控制之電話、電子或其他系統而延遲、未能或不準確地處理向本公司發出的或從本公司收到的通訊；
- (ii) 第三方所進行的研究和分析以及其已準備的市場資料及其他資訊有延誤、不準確或遺漏之處，或其未能進行該等研究和分析，及未能準備該等市場資料及其他資訊；
- (iii) 未經授權進入通訊系統，包括未經授權使用客戶的存取號碼、密碼及 / 或賬戶號碼；及
- (iv) 戰爭或軍事行動、政府限制、勞資糾紛、任何市場或交易所關閉或其正常交易秩序中斷、惡劣天氣狀況以及天災。

11.13 對於因客戶違反協議、適用法律，或侵犯任何第三方的權利，包括但不限於侵犯任何版權、所有版權權利及私隱權而引起的任何及所有索償、損失、責任費用和開支（包括但不限於律師費），客戶同意為本公司、其相關代理人及資訊提供者抗辯，並向其作出賠償，使其免受損失。此項義務在電子服務終止後仍然有效。

11.14 本公司保留可基於任何原因全權酌情決定終止客戶存取電子服務或其任何部分的權利，而無須向客戶發出通知及受任何限制；該等原因包括但不限於未經授權使用客戶的登錄名字、密碼及 / 或賬戶號碼、違反協議或本章則及條款、本公司未能繼續從任何資訊提供者取得任何資訊或本公司與資訊提供者所簽訂的一項或多項協議受到終止。

11.15 倘本公司終止電子服務，資訊提供者及本公司對客戶將不會負上任何法律責任；但若本公司在沒有基於任何原因而終止電子服務，本公司將按比例向客戶退回自作出該項終止日期起客戶可能就未向其提供的某部份電子服務所付的任何費用。

11.16 客戶承認並接受使用電子服務須承擔下述風險：-

(i) 若客戶通過電子服務進行交易，客戶須承擔與電子服務系統有關的風險，其中包括硬件和軟件故障、因任何系統發生故障而導致未能根據客戶的指示執行其買賣盤，或未能完全執行其買賣盤；

(ii) 基於難以預計的通訊擁塞及其他原因，電子服務可能不可靠；而通過電子服務所進行的交易可能受制於在傳遞和收取客戶指示及其他訊息方面出現延誤、在執行客戶指示方面出現延誤、或執行客戶指示時的證券價格不同於發出指示時的當時價格、傳遞中斷或訊號消失；須承擔的風險是在通訊上可能出現誤解或錯誤的情況；以及在一般情況下難以取消經已發出的指示。對於客戶因該等中斷或延誤或第三方存取資訊而可能招致的損失，本公司概不負責。若客戶並不準備承擔該等中斷或延誤的風險，客戶不應向本公司透過電子途徑發出任何指示；及

(iii) 通過本公司的電子服務向客戶提供市場資料及其他資訊可由本公司從第三方取得。雖然本公司相信此等市場資料或資訊可以信賴，但本公司和該第三方均不保證此等市場資料或資訊是準確、完整或適時的。

11.17 倘本公司與香港聯交所資訊服務有限公司（下稱“聯交所資訊公司”）已簽訂特許權協議，客戶授權本公司向聯交所資訊公司提供與根據協議向客戶提供電子服務有關的資訊，使本公司可遵守本公司與聯交所資訊公司就市場資料饋送所簽訂的特許權協議。

12. 利益衝突

12.1 本公司及其董事、高級職員或僱員均可為其或任何聯營公司的利益而進行買賣。

12.2 本公司獲授權購入、出售、持有或買賣任何證券或其他，或建立與客戶買賣指令相對的持倉，而不論本公司是自營買賣還是代聯營公司或其他客戶買賣。

12.3 本公司獲授權將客戶的買賣指令與其他客戶的買賣指令進行對盤交易。

12.4 凡本公司或其聯營公司持倉的證券，或以承銷商、保薦人或其他身份涉及其中的證券，本公司均獲授權執行前述證券的交易。

12.5 在本條款所述任何情形下，本公司都無義務就賺取任何利潤或利益承擔責任。

13. 客戶鑑別

13.1 如果客戶為其委託人（不論是全權委託還是非全權委託）進行在香港聯交所上市的證券或相關衍生產品之交易，不論是以代理人身份進行買賣還是以受託人身份與其委託人進行對盤交易，客戶茲同意，就本公司收到來自香港交易所和 / 或證監會（下稱“香港監管機構”）查詢的某宗交易而言，以下條文將適用：

13.2 如下述所規定，客戶應在本公司提出要求時，立即將所進行交易的委託人以及該交易的最終實益擁有人（只要客戶知

道)的身份、地址、職業以及聯絡方法詳情通知香港監管機構。客戶還應將促成該交易的任何第三方(如果不是客戶/最終的實益擁有人)的身份、地址、職業及聯絡詳情通知香港監管機構。

13.3 如客戶為某一集體投資計劃、全權委託賬戶或全權委託信託進行交易,則客戶應在本公司提出要求時,立即將該集體投資計劃、全權委託賬戶或全權委託信託的身份、地址以及聯絡方法詳情通知香港監管機構,如適用的話,還應將代表該集體投資計劃、全權委託賬戶或全權委託信託的身份向客戶發出指示進行交易的人士之身份、地址、職業以及聯絡詳情通知香港監管機構。

13.4 如果客戶為某一集體投資計劃、全權委託賬戶或全權委託信託進行交易,一旦客戶代表該集體投資計劃、全權委託賬戶或全權委託信託進行投資的酌情權被廢止,客戶應盡快通知本公司。如果客戶代表前述計劃、賬戶或信託行使的酌情權已被廢止,則客戶應在本公司提出要求時,立即將發出有關交易指示的人士之身份、地址、職業以及聯絡詳情通知香港監管機構。

13.5 如果客戶知悉其委託人是以中介人身份為該委託人的有關客人行事,而客戶不知道該有關客人(代其進行交易)的身份、地址、職業以及聯絡詳情時,客戶應確認:-

- (i) 客戶與其委託人已達成安排,令客戶有權在有關要求提出後立即從其委託人處取得(或立即取得)第13.2分條款和第13.3分條款所規定的資料;以及
- (ii) 在本公司就某項交易提出要求時,客戶將從速要求其委託人(交易是按該委託人指示執行的)提供第13.2分條款和第13.3分條款所規定的資料,並在收到或取得後將這些信息資料提供給香港監管機構。

13.6 客戶確認(如需要的話)其已取得了其委託人、集體投資計劃、全權委託賬戶或全權委託信託(代他們進行交易),就向香港監管機構披露前述委託人、集體投資計劃、全權委託賬戶或全權委託信託以及該交易權益最終的實益擁有人和促成該交易的任何人士(如不是委託人/最終的實益擁有人)之身份和聯絡詳情所發出的所有必要同意書或豁免書。

13.7 即使協議終止,本條文將繼續生效。

14. 保密

14.1 本公司應對涉及賬戶的資料予以保密,但可在未經客戶同意或未通知客戶的情況下,將任何這類資料提供給交易所和證監會或任何其他監管當局(包括海外監管當局)以遵守關於資料的規定或要求,又或於適用法律容許的範圍內,提供給本公司的任何分支機構或聯營公司。

14.2 若是個人客戶,本公司受到私人資料使用《香港個人資料(私隱)條例》的規管約束。附件列明了本公司在個人資料方面的政策和慣例並已附載於本章則及條款中,客戶承認其已完全了解並接受附件的條文。

15. 證券的保管與處理

15.1 客戶委任本公司為客戶的保管人從而給客戶證券提供保管服務。客戶同意,在未經本公司事先書面同意前,其將不會把任何賬戶項下之任何證券或任何資金抵押、押記或出售給他人,也不會授予他人關於前述證券或資金的選擇權或以其他方式處置前述證券或資金。

15.2 凡是本公司代客戶保管的證券,在本公司行使酌情權時,本公司可以:-

- (i) (若是可登記證券)以客戶名義或以本公司代理人名義進行登記;或
- (ii) 以代管方式存放在某一符合銀行業條例規定的認可金融機構或(在香港或其他地方的)經辦證券保管業務的其他機構。如果是香港的證券,則應是證監會認可的提供保管服務機構。

15.3 凡本公司依照本條款規定予以保管的證券,本公司自己應當,且應當促使其所指定的任何代理人或保管人均:-

- (i) 將凡來自前述證券的股息或其他利益收集及貸記入賬戶,或將有關付款按客戶的約定給予客戶。凡屬於本公司代其他委託人持有同一種證券的持倉量一部分時,客戶有權享有的利益份額為客戶所持倉量佔該總持倉量的份額。當股息以現金股息或其他方式派發時,本公司獲授權在沒有客戶事前書面反對下,選擇代客戶收取現金股息;並且
- (ii) 遵從客戶任何指令行使前述證券所附有的或授予前述證券的任何投票權或其他權利,但若行使前述權利將須支付或發生任何償付或費用時,除非且直至本公司已收到行使前述權利所繳付的款項,否則本公司或其代理人不會遵從客戶發出的任何前述指令。

15.4 本公司及其代理人均無義務將其從客戶處收到或代客戶收到的原來相同證券重新交付給客戶,但可在賬戶開戶的那間本公司辦事處向客戶交付同樣數量、種類及形式的證券。

15.5 凡本公司依據第15.1分條款予以保管的證券,均是在客戶獨自承擔風險的前提下由本公司代為持有,對於客戶因此而蒙受的任何損失或損害,本公司不承擔任何責任,除非前述損失或損害是因本公司單方面嚴重錯誤、失責或欺詐所直接造成。

15.6 只要不屬該條例所界定的,且符合本章則及條款所定義的“抵押品”,客戶茲明確授權本公司:-

- (i) 為了償付客戶(或該等證券的實益擁有人)在買賣證券或由本公司向客戶提供財務融資時欠下本公司的任何債務(在本公司為了確保該債務的履行而已作為抵押品的所有其他資產在處置完畢後仍留下的債務)而處置該等證券;並且
- (ii) 在授權之日起的十二個月內,依照香港聯交所或香港結算的規則和規例,將該等證券存放或貸予證監會有關規則所指明的一類人士。這授權可以書面方式單次或多次續期,但任何一次續期時間均不得超過12個月。

15.7 客戶承認並接受，讓本公司或讓任何代理人、保管人或機構保管證券或者授權本公司代為存放或貸出證券均存在風險，而客戶同意接受這些風險。

15.8 由本公司代客戶收取或持有的現金（此等現金不包括本公司就交易取得，而且須為交收而轉付或轉付予客戶的現金），須存入本公司在往來銀行或在任何獲證監會核准的人士處所開立一個或多於一個的獨立賬戶內，而每個該等賬戶均需指定為信託賬戶或客戶賬戶。

16. 失責事件

16.1 任何下列事件均會構成失責事件（下稱“失責事件”）：-

- (i) 在本公司提出要求或在到期日時，客戶未支付協議項下任何應付給本公司或其聯營公司的任何存款或其他款項，或者未向本公司呈交協議項下任何文件，或者未向本公司交付協議項下任何證券或財產；
- (ii) 客戶未適當履行協議任何規定，或者未遵守有關交易所和 / 或結算所的任何附屬條例、規則和規例；
- (iii) 提出客戶破產或清盤的申請，或啟動其他針對客戶的類似法律程序；
- (iv) 客戶（若是個人）去世；
- (v) 對客戶施加或強制執行任何扣押令、執行令或其他法庭命令；
- (vi) 客戶在協議中或在任何文件中向本公司作出的任何陳述或保證，是或將會變成不實或誤導的；
- (vii) 簽訂協議所需的客戶（若是公司或合夥商行）內部任何同意、授權或董事會決議已全部或部分被撤銷、中止、終止或不再完全有效；及
- (viii) 客戶未能遵循本章則及條款的第 9.6 分條款。
- (ix) 發生依本公司獨自判斷認為是會危及本公司在協議中任何權利的事件。

16.2 若發生失責事件，本公司將有權在不影響本公司所享有對客戶的任何其他權利或補償及不再通知客戶的情況下採取下列行動：-

- (i) 立即結束賬戶；
- (ii) 立即終止協議全部或部分條款；
- (iii) 取消任何或所有尚未執行的買賣指令或已以客戶名義作出的任何其他承諾；
- (iv) 結束任何或所有本公司與客戶間的合同，在短倉時向有關交易所購入證券為客戶平倉或有關交易所出售證券以結清客戶持有的長倉；
- (v) 處置其代客戶持有的或以客戶名義持有的任何或所有證券，並將處置證券所得資金以及任何結存現金用於償

付本公司或其聯營公司的所有尚未償還的欠款餘額，包括本公司的轉讓或出售賬戶項下全部或任何部份證券或財產，及完善所有權過程中所適當發生的全部成本，收費、法律費用以及諸如印花稅、佣金和經紀費等開支；

(vi) 借入或購入應付交收所需已代客戶出售的任何證券；

(vii) 依據第 19.2 分條款將客戶的任何或所有賬戶予以結合，合併和抵銷；

(viii) 即時終止融資。

16.3 協議項下客戶應付給或欠本公司的所有款項，在失責事件發生時將立即轉成到期應付款。

16.4 若依據本條款出售時：-

- (i) 如本公司已盡一切合理的努力以當時可得到之市場價格出售或處置全部或任何部份證券，則本公司對因此而產生的任何有關損失（不論是怎樣產生）不承擔任何責任；
- (ii) 本公司有權以當時可得到之市場價格將全部或任何部份證券沖銷欠本公司的債務，或者出售或處置予任何聯營公司，而不對因此而產生的任何相關損失（不論是怎樣產生的）承擔任何責任，也不對本公司和 / 或任何聯營公司賺得的任何利潤承擔責任；以及
- (iii) 客戶同意，如出售所得資金不足以償還其欠本公司所有尚未償還的餘額，差額部分將由其支付給本公司。

17. 終止

17.1 任何一方均可在任何時候以至少五個營業日前書面通知另一方的方式終止協議。再者，本公司可以（但非必要）在下列任何一項或多項事件發生時終止協議：-

- (i) 客戶根據本章則及條款第 15.6 分條款所載，於授權本公司事宜期滿時（或當被要求執行時）被撤銷或不予以續期；
- (ii) 客戶根據第 15.1 分條款所載撤銷委任本公司為客戶的保管人；
- (iii) 本公司真誠地相信賬戶可能被操作或用作刑事或其他非法活動；或
- (iv) 其他本公司認為合適的原因。

依據本條款終止時將不會影響任何於協議終止前本公司根據協議所達成的任何交易。

17.2 協議依據本條款終止時，協議項下客戶應付給或欠本公司的所有款項將立即成到期應付款。本公司不再有任何義務按協議條文代客戶購入或出售證券、衍生及結構性產品，即使客戶另有相反意思的指示。

17.3 協議終止後，本公司應在實際可行的情況下，行使絕對酌情權償付客戶欠本公司的所有債務，以必須的交易代價和方式，儘快出售、變現、贖回、清算或以其他形式處置全部或

任何部分證券、衍生及結構性產品。前述處置風險和成本由客戶獨自承擔，本公司對客戶所遭受的任何損失或損害均不承擔任何責任。

17.4 本公司依據本條款出售、變現、贖回、清算或以其他方式處置所得的任何現金均應貸記入賬戶，並應在此後儘快（在實際可行情況下）將賬戶的淨結存餘額（若有的話），先扣除本公司在前述出售、變賣、贖回、清算或其他形式處置中招致的所有成本、收費、用戶費、開支（包括法律費用），應付給或欠本公司的所有其他款項及金額，及已計或應計予付給本公司而尚未償付的所有其他債務（不論是實有的還是或有的，不論是現有的、將來的還是其他性質的）。或為前述各項作出撥備後退還給客戶。凡未變現或處置的證券、衍生及結構性產品，連同在本公司手中任何相關所有權的文件均應交付給客戶，而有關風險和費用則由客戶獨自承擔，而本公司並沒有責任把該等證券、衍生及結構性產品以電子方式交付。本公司對因前述交付而產生的任何損失或損害均不承擔任何責任。

17.5 依照本條款，如使用前述所得現金並在扣除所有款項後賬戶出現結欠餘額，客戶應立即向本公司支付金額等於該結欠額另加本公司籌集這筆資金成本的款項，而集資成本則按本公司已通知客戶的方法計算至本公司已實際全數收到（不論是在判決前還是在判決後）該欠款之日。

17.6 本公司可以為了本條款的目的，在上述每一個案下，按相關日期當時（本公司依其絕對酌情權決定）外匯市場之（本公司依其絕對酌情權決定）現貨匯率進行必要的貨幣兌換。

18. 責任與賠償

18.1 本公司將盡一切合理努力遵從並執行客戶發出而本公司已接受的有關於賬戶或交易的指示，但凡因下列原因而令客戶蒙受的任何損失、費用或損害，本公司或其董事、僱員或代理人均不負有任何性質（不論是合約責任、侵權責任還是其他責任）的任何責任（證實是由他們或他們之中任何一人的疏忽、欺詐或故意失責所造成的除外）：-

- (i) 本公司無能力遵守或執行，或者沒有遵守或執行，或者延遲遵守或執行任何上述指示，或任何上述指示不明確或有瑕疵；
- (ii) 本公司真誠地依循客戶所發出的任何指示行事或信賴客戶所發出的任何指示，不論這些指示是否得到本公司或任何聯營公司或兩者的任何董事、僱員或代理人所提出的建議、諮詢或意見後發出的；
- (iii) 本公司因任何非其能控制的原因而未能履行其在協議中的義務，包括任何政府或監管方面的限制，任何交易所（或其任何部門）的關閉或裁定，買賣中止，傳輸或通訊或電腦設施事故或故障、郵政或其他系統的罷工或類似工業行動，交易所、結算所、業務代理、任何其他公司或人士未能履行其義務；
- (iv) 任何交易所、結算所、業務代理或其他公司以任何原因不再承認本公司以客戶名義達成的交易之存在或有效性，或者不履行或停止履行任何相關合同，但前述之終

止承認或不履行不應影響與任何前述合約有關協議項下客戶義務，也不應影響因任何前述合約而產生之客戶負有的其他義務或債務；

- (v) 錯誤理解或錯誤解釋任何口頭或電子形式發出的指示，或因電子傳輸線路阻塞或任何其他原因而導致的延遲傳輸或錯誤傳輸，或任何持續運作系統的機械性故障、機能失常、暫停或終止運作，或是與通過電訊設備傳輸的指示的接收和處理有關的本公司電話或電訊系統或裝置及其他相關設備、設施及服務的可用率不足、機械性故障或不足夠。

18.2 客戶同意，對於因任何交易而導致的或與之有關的，或因本公司依照協議規定而採取或不採取任何行動而導致的（證實是由本公司的疏忽、欺詐或故意失責所造成的除外），或因客戶違反其在協議中任何義務而導致的，且是本公司和其聯營公司、其業務代理及他們各自的董事、高級職員、僱員和代理人（統稱“受償人”）中任何一個和 / 或全體所蒙受或發生的損失、成本、索賠、責任或費用（含法律費用），包括本公司在追收欠本公司的任何債務或賬戶項下任何尚未支付的不足款額過程中，及在強制執行協議項下本公司權利或與賬戶結束有關本公司權利過程中所合理發生的任何費用，還包括任何交易所和 / 或結算所對本公司徵收的任何罰款，客戶都將對受償人作出充分賠償，並維持對受償人作出賠償。

19. 抵銷、留置或賬戶合併

19.1 除了凡是本公司依據適用法律或協議享有的一般留置權、抵銷權或其他類似權利，且在不影響前述一般留置權、抵銷權或其他類似權利的前提下，凡本公司在任何時候持有的或在本公司手中的（由客戶獨自擁有或與他人共同擁有的）客戶的任何證券、應收款、資金及其他財產，均已以持續擔保方式在其上設定了有利於本公司之一般留置權，以抵銷及履行因交易而產生的客戶對本公司及其聯營公司之所有義務。

19.2 除了凡是本公司依據適用法律或協議享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，本公司為了其自己（並以代理人身份為其任何聯營公司），在任何時候均可在不通知客戶的情形下，將客戶在本公司或其聯營公司處開設之任何性質的任何或所有賬戶（不論是個人的還是與其他人聯名的）進行合併或整合，本公司可以進行抵銷或轉移任何前述賬戶項下任何資金、證券或其他財產，以履行客戶對本公司或其聯營公司的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務、主債務還是從義務、從債務，不論是有抵押的還是無抵押的，不論是共同的還是各別的。

19.3 在既不限制也不修改協議一般性條文前提下，凡屬任何賬戶和其聯營公司任何其他賬戶間可以互換的任何或所有的證券或財產，本公司可不發出通知就予以轉移。

19.4 所有為客戶持有的戶口內的證券及其他資產均受制於本公司的全面處置權，以確保客戶履行對本公司代客戶買賣證券而產生的責任。本公司可於任何時間而無須通知客戶，運用客戶於本公司開設之任何戶口的任何幣值結餘（包括客戶因

賣出證券而需支出的款項)抵銷任何客戶對本公司之負債(包括買入證券而應向本公司支付的款項)。

- 19.5 倘本公司沒有依照協議的規定履行客戶的責任，客戶有權根據該條例成立的投資者賠償基金索償，惟須受投資者賠償基金不時的條款制約。

20. 共同及各別法律責任 / 繼承人

20.1 凡由兩個或多個個人組成的客戶：-

- (i) 每人均對協議項下所有義務負有共同及各別責任；
- (ii) 本公司可接受由上述任何一人發出的指示發出收據並可就所有事項與上述任何一人交涉，除非本公司已收到意思與之相反的指示；
- (iii) 不管付款是在上述任何一人或多個個人去世之前還是去世之後支付，向上述任何一人作出的付款均屬有效且全面履行的；
- (iv) 上述任何一人去世(但上述個人中任何其他人在世)時，協議是不可終止的，而賬戶項下去世者的權益將因此歸在世者，成為在世者的權益，但條件是本公司可以對該去世者的遺產執行該去世者所招致的所有債務。一旦任何在世者得悉上述任何一人去世時，各在世者均應立即以書面方式通知本公司。

20.2 協議對客戶的承繼人、執行人、管理人、私人代表、繼任人及受讓人(視乎情況而定)均具有約束力。

21. 交易通知和報告

21.1 本公司將向客戶報告交易的執行情況，報告方式為(i)立即以電話或傳真通知客戶，和(ii)在下一個營業日向客戶發出交易確認書和賬單。

21.2 客戶有義務仔細審閱交易確認書，賬單及月結賬單，並在有關交易確認書，賬單及月結賬單發出後的10個營業日內或本公司一般性地或就任何特定情況而訂明的其他時限內，以書面方式將前述確認書、賬單及月結賬單中任何指稱錯誤或異常的記錄通知本公司。否則的話，有關交易確認書、賬單及月結賬單應為結論性的，且客戶已放棄追究上述任何錯誤，而本公司也被免除了客戶提出的關於賬單的或關於本公司採取或未採取與賬戶有關的任何行動之所有索賠。

22. 陳述與保證

客戶作出以下各項陳述、保障和承諾：-

- (i) 協議指定應取得的一切必要同意或授權均已取得且具有完全效力；以及
- (ii) 客戶擁有權力並具有法律行為使其具能力簽訂協議並履行協議中的義務，且協議構成了客戶所負有的有效及有法律的約束力的義務。

23. 通知與通訊

23.1 所有通知、報告、賬單、確認書及其他通訊文書均應是書面的，可用專人遞送方式交付，或以郵件或傳真方式傳送，若是發給客戶的，應按開戶表格中列明的地址、傳真號碼或電子郵件地址，或按客戶在發給本公司書面通知中所指定的其他地址、傳真號碼或電子郵件地址發送。

23.2 所有上述通知、報告、賬單、確認書及其他通訊文書應被視為在下列時間正式送達：-

- (i) 若以專人遞送或以傳真或根據第11條條款以電子郵件方式發送的，則在交付或傳真時送達；
- (ii) 若以本地郵件發送的，則在郵寄日後第二個營業日起送達；或
- (iii) 若以海外郵件發送的，則在郵寄日後第五個營業日送達。

24. 修訂

客戶同意，本公司可在任何時候以書面通知客戶有關修改內容的方式，修訂協議條款。協議的任何修訂應被視為已獲得客戶的接受，除非本公司在發出有關通知後的30個營業日內收到不予接受的書面通知。

25. 轉讓

客戶同意，本公司可不經客戶事先同意就將其協議中的權利和義務轉讓他人。未經本公司事先書面同意，客戶在協議中的權利和義務不得轉讓。

26. 合適性

26.1 假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本章則及條款的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

26.2 以第26.1條款為目的，「金融產品」指任何該條例所界定的證券、期貨合約或槓桿式外匯交易合約。

27. 一般事項

27.1 對於客戶履行協議項下的所有義務而言，在任何方面時間性均是最根本因素。

27.2 本公司未行使或延遲行使與協議有關的任何權利、權力或特權不會被視為棄權，且單次或部分行使任何權利、權力或特權不會妨礙該權利、權力或特權的任何後續行使或將來行使。

27.3 如協議中英兩種語文版本的釋義或涵義之間有不一致，客戶和本公司均同意以英文版本為準。

28. 第三方權利

28.1 於不損害第28.3條款的情況下，當一名人士並非協議的當事人，則其於第三者條例項下並無權力執行或享有協議項下任何條文的利益。

28.2 儘管協議的任何條文，於任何時候撤銷或修訂協議毋須取得非協議的當事人之同意。

28.3 所有本公司的董事、主管人員、員工，附屬機構或代理可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何協議項下的條文(包括但不限於，任何彌償、限制或責任的豁免)。

29. 稅務狀況

客戶謹此核證及確認，客戶並非美國人士(另已通知本公司者除外)，亦並非需繳交美國稅項的人士。特別是但不限於，客戶亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意及授權本公司或任何聯營公司於必要時分享或發放客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶知悉及同意，本公司或任何聯營公司被授權可應本地及海外監管、稅務或其他主管當局的不時決定，並根據適用法律，包括但不限於，FATCA，從賬戶中預扣款項。如稅務身份有任何變動，客戶謹此承諾即時以書面告知本公司或任何聯營公司。

30. 適用法律及司法管轄權

協議以及協議項下的所有權利、義務和債務均受香港法律管轄，並按香港法律進行解釋和強制執行。

個人資料私隱政策聲明

1. 定義

1.1 除非在上下文另有規定，本聲明採納證券賬戶章則及條款的專用詞。

2. 目的

2.1 此聲明是根據《個人資料（私隱）條例》（下稱“該條例”）而發出。

2.2 本公司可以於任何時候向個人身份的客戶收集其個人資料（下稱“個人資料”）。使用個人資料的目的如下：-

- (i) 向客戶提供服務及設施之日常運作；
- (ii) 進行信貸審查；
- (iii) 協助其他機構進行信貸審查；
- (iv) 確保客戶的信用維持良好；
- (v) 設計供客戶使用之服務或產品；
- (vi) 向客戶推廣金融的服務或有關產品；
- (vii) 釐定拖欠客戶或客戶拖欠之債務金額；
- (viii) 遵守適用的法律、守則、規則及規例的披露要求；及
- (ix) 與任何前述部份有關之任何用途。

3. 披露

3.1 本公司可向以下人士披露所有個人資料，而客戶同意披露所有個人資料（及其他資料）是本公司向客戶提供服務、產品及資訊的條件：-

- (i) 任何向本公司提供關於其業務運作上的行政管理、信貸資料、債務追討、電訊、電腦、繳款或其他服務的機構的高級職員、僱員、代理人、受僱人、承辦商或第三者；
- (ii) 客戶已與其進行或擬與其進行業務之任何金融機構；
- (iii) 監管當局及其他有關政府機構；及
- (iv) 任何有責任為本公司保密並已承諾對資料予以保密的其他人士，包括聯營公司。

3.2 本公司可根據嚴格的內部安全標準、保密政策及適用法律與聯營公司分享客戶資料。

3.3 在不損害上述條文的一般性的情況下，除為了進行業務、遵守適用法律、規則及現例，保護免受欺詐或向客戶提供本公司認為可能符合客戶利益之產品及服務優惠外，本公司不會將有關客戶的資料與其他公司共享。本公司亦可根據適用法律、守則、規則及規例向監管機構及執法機構人員提供資料。

4. 配對

4.1 本公司可根據該條例及其他適用法律將客戶提供或有關客戶的個人資料或其他資料，與本公司或任何其他人士持有之個人資料或其他資料進行配對、比較或交換，作以下用途：-

- (i) 信貸審查程序；
- (ii) 個人資料核對；
- (iii) 出示或核對個人資料，該等個人資料可能於任何時候對客戶或任何其他人士採取對其不利的行動時被使用；及
- (iv) 將此等個人資料轉往香港以外的任何地方（不論在香港以外處理、持有或使用此等個人資料）。

5. 客戶權利

5.1 根據該條例之條款，客戶均有權：-

- (i) 檢查本公司是否持有個人資料，及是否有權使用此等個人資料；
- (ii) 要求本公司更改有關客戶之任何錯誤的個人資料；及
- (iii) 確定本公司有關個人資料之政策及做法，以及獲告知本公司持有有關客戶之個人資料的種類。

5.2 查閱及 / 或改正客戶已提交之任何個人資料的要求請送交以下地址：-

第一證券（香港）有限公司
香港中環德輔道中 141 號，
中保集團大廈 17 樓 1708-10 室
資料保護主任 啟

5.3 根據該條例之條款，本公司有權就處理任何個人資料的索取或查閱之申請收取合理費用。

6. 一般

6.1 本公司訂立了極高標準，以保護關於客戶的資料免受未經授權之更改或破壞。

6.2 本公司將約束僱員完全遵守關於個人私隱資料的標準、政策、法律、守則、規則及規例。

6.3 本公司會繼續竭力確保個人資料會被正確使用及受到適當保護。

日期：2017 年 06 月

First Securities (HK) Limited 第一證券(香港)有限公司

Bank A/C List 銀行帳戶一覽表

2019

	Bank Details 銀行資料	Currency 幣別	帳號 Bank Account Number
Bank Name	Standard Chartered Bank (Hong Kong) Ltd.	USD 美元	003-447-1-7875957
A/C Name	First Securities (HK) Limited - Client A/C	HKD 港幣	003-447-1-7875949
Swift Code	SCBLHKHH	CNY 人民幣	003-447-1-7875973
Bank Address	香港九龍觀塘道 388 號渣打中心 15 樓	GBP 英鎊	003-447-1-7875981
	15/F, Standard Chartered Tower, 388 Kwun Tong Road,	AUD 澳幣	003-447-1-7876023
	Kwun Tong, Kowloon, Hong Kong	SGD 新加坡幣	003-447-1-9034305
Bank Name	DBS Bank (Hong Kong) Ltd.	USD 美元	016-478-000164599
A/C Name	First Securities (HK) Limited - Client A/C	HKD 港幣	
Swift Code	DHBKHKHH	CNY 人民幣	
Bank Address	香港中環皇后大道中 99 號 16 樓	JPY 日圓	
	16/F, The Center, 99 Queen's Road Central, Central, Hong Kong	GBP 英鎊	
		EUR 歐元	
		AUD 澳幣	
		SGD 新加坡幣	
Bank Name	CTBC Bank Co., Ltd., Hong Kong	USD 美元	904-10-114707-8
A/C Name	First Securities (HK) Limited - Client A/C	HKD 港幣	
Swift Code	CTCBHKHH	CNY 人民幣	
Bank Address	香港中環金融街 8 號國際金融中心二期 28 樓 2801 室	JPY 日圓	
	2801, 28/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong	GBP 英鎊	
		EUR 歐元	
		AUD 澳幣	
		SGD 新加坡幣	
Bank Name	Bank of China (Hong Kong) Limited	USD 美元	012-875-92-96352-0
A/C Name	First Securities (HK) Limited - Client A/C	CNY 人民幣	
Swift Code	BKCHHKHH	JPY 日圓	
Bank Address	香港中銀大廈分行香港花園道 1 號	GBP 英鎊	
	Bank of China Tower, 1 Garden Road, Hong Kong	AUD 澳幣	
		SGD 新加坡幣	
		HKD 港幣	012-875-1-266745-1
Bank Name	Oversea-Chinese Banking Corporation Limited*	USD 美元	503-511610-301
A/C Name	First Securities (HK) Limited - Client A/C	HKD 港幣	503-243008-201
Swift Code	OCBCSGSG	SGD 新加坡幣	713-257202-001
Bank Address	65 Chulia Street OCBC Centre Singapore 049513		
Bank Name	Standard Chartered Bank (Singapore) Limited*	USD 美元	0105398802
Branch Name	Battery Road	HKD 港幣	0105400432
A/C Name	First Securities (HK) Limited - Client A/C	SGD 新加坡幣	0105400459
Swift Code	SCBLSG22XXX		
Bank Address	8 Marina Boulevard, #27-01, Marina Bay Financial Centre, Singapore 018981		

*收取不同的費用 Different fees and charges apply.

附註 : <閣下之帳戶號碼> 及 <閣下之帳戶名稱> Remarks : " Your A/C No. " & " Your A/C Name "