



ZH SECURITIES LIMITED
中昊証券有限公司

CLIENT'S AGREEMENT
(CASH & MARGIN ACCOUNT)
客戶協議書
(現金及保證金戶口)

CLIENT'S AGREEMENT (CASH & MARGIN ACCOUNT) 客戶協議書（現金及保證金戶口）

THIS AGREEMENT is made the date stated in the Client Account Opening Execution Form:
本協議由以下雙方於客戶開戶執行表格所列之日期簽署：

BETWEEN

- (1) **ZH Securities Limited**, a company incorporated in Hong Kong with its registered office and business address at Suite 931, 9/F, Ocean Centre, Harbour City, Tsim Sha Tsui, Hong Kong and a licensed corporation (CE No. BOW474) for Type 1 regulated activity (dealing in securities), Type 4 regulated activity (advising on securities) and Type 9 regulated activity (asset management) under the Securities and Futures Ordinance and an exchange participant of The Stock Exchange of Hong Kong ("the Company"); and
中昊証券有限公司（"本公司"），為一間在香港註冊成立的公司，其註冊及營業地址為香港尖沙咀區海港城海洋中心9樓931室，並為根據《證券及期貨條例》就第一類受規管活動（證券交易）、第四類受規管活動（就證券提供意見）及第九類受規管活動（資產管理）獲發牌的持牌法團（CE No. BOW474），及聯合交易所有限公司的交易所參與者；及
- (2) The party whose name, address and details are set out in the Account Opening Form ("the Client").
當事方（"客戶"），其名稱、地址和相關資料列於開戶表格中。

In consideration of the Company's opening and maintaining at the Client's request one or more cash securities trading account(s) ("the Account") for the Client and the Company's agreeing to act as the Client's agent or broker for the execution of orders for the purchase or sale of securities of every type and description, the Client hereby agrees to effect Transactions as hereinafter defined subject to the following terms and conditions of this Cash Client's Agreement ("the Agreement"):-

鑒於本公司諮詢客戶要求開立及持續運作一個或多個證券買賣帳戶（"帳戶"）給客戶；又鑒於本公司同意作為客戶的代理或經紀，執行各式及各類證券買賣交易指示（見下文釋義），客戶茲同意根據下列本協議書的條件進行交易（"協議書"）:-

1. The Account 帳戶

- 1.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will undertake to inform the Company of any material changes to that information. The Company is authorized to conduct credit enquiries on the Client to verify the information provided.
客戶確認「開戶表格」所載資料均屬完整及正確。倘該等資料有任何重要變更，客戶將會通知本公司。客戶特此授權本公司對客戶的財政信用進行查詢，以核實上述表格所載資料。
- 1.2 The Company will keep information relating to the Client's Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited ("Exchange"), Hong Kong Securities Clearing Company Limited ("the Clearing House") and the Securities and Futures Commission ("SFC") and exchanges, clearing houses, regulators of the relevant jurisdiction for Foreign Securities to comply with their requirements or requests for information, and to any of the company's branches or Associates and Correspondent Agent, without any consent from or notification to the Client.
本公司將會對客戶帳戶的有關資料予以保密，但本公司可以根據香港聯合交易所有限公司（"聯交所"），香港中央結算有限公司（"中央結算"）及證券及期貨事務監察委員會（"證監會"）及外地證券有關之交易所，結算所，監管機構的規定或應其要求，將該等資料提供予以上機構，本公司亦可以在無需通知客戶或徵求客戶同意下，將該等資料提供予本公司任何分行或聯營公司。

1.3 to 1.7 for Margin Account only 1.3至1.7只適用於保證金帳戶

- 1.3 The Company will provide the Client with credit facilities in respect of transactions in securities effected by the Company on behalf of the Client, the Account which the Company establishes with the Client to record such transactions is said to be a margin securities trading account ("margin account").
本公司將會對客戶進行之證券買賣提供信貸安排，而本公司對客戶開立以記錄該等買賣之帳戶稱為保證金證券買賣帳戶（下稱"保證金帳戶"）。

- 1.4 The Company agrees that the Company will open and maintain such margin account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement.
本公司同意開立及維持該〈等〉保證金帳戶，並以客戶之代理人身份，根據本合約之條款，進行證券買賣。
- 1.5 The credit facilities are extended to the Client in accordance with the terms and conditions set out in this Agreement, any fee and charges sheet issued by the Company to the Client ("margin facilities").
此項融資將按照本保證金客戶協議、本公司提供給客戶的任何收費表內所訂定之條款（統稱為"孖展融資條款"）而提供給客戶。
- 1.6 The Client shall on demand from the Company makes payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Company or which may be required by the rules of any exchange or market of which the Company is a member. The Client shall be granted margin facilities up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company.
客戶須應本公司之要求，或按本公司所屬之任何交易所或市場之規則，以現金、股票或其他與本公司議定之價值支付按金或保證金。本公司將授與客戶信貸額達到由本公司持有抵押品市值的不時議定的百分率的孖展融資。
- 1.7 If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Company hereunder, on the due date therefor, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Company may have, the Company shall have the right to close the margin account(s) without notice to the Client and to 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 pay the Company all outstanding balances owing to the Company. Any monies remaining after such application shall be refunded to the Client.
如客戶未能於本公司要求之限期前繳付按金或保證金，或任何本合約規定須付予本公司之款項，或未有遵守本合約之任何條款，在不影響本公司可能享有的任何其他權利的情況下，本公司有權無須通知客戶而結束保證金帳戶，並處置任何一切為或代表客戶持有之證券，將出售所得款項及任何現金、按金，用以清償一切未付還本公司之餘數，而清償後之餘款須退還予客戶。

2. Laws and rules 法例及規則

All transactions in securities which the Company effects on the Client's instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to the Company. This includes the rules of SFC and the Exchange and of the Clearing House. All actions taken by the Company in accordance with such laws, rules and directions shall be legally binding on the Client. For the Transaction in relation to Foreign Securities, the Company shall effect on the Transaction in accordance with all relevant laws, rules and regulatory directions in the relevant jurisdiction applying to the Company and/or the Transaction.

本公司按客戶的指示而進行的一切證券交易（"交易"），須根據適用於本公司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。本公司根據該等法例、規則及指示而採取的所有行動均對客戶具有法律約束力。有關外地證券，本公司將以有關法律，規則及監管指令以完成該等交易。

3. Authority 授權

3.1 The Client (in the case of a corporation) authorizes the Authorized Persons to represent the Client in all matters in relation to all Transactions with the Company and to sign on the Client's behalf all Agreements and documents relating to the Account and its operation, including this Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Client. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Persons until the Client notifies the Company in writing that the authorization has been revoked or varied.

客戶（此處指公司客戶）授權予獲授權人士在與本公司進行的所有交易事務中代表客戶，及代表客戶簽署與帳戶及其操作相關的所有協議和文件。所有這類文件和指示對客戶有絕對的、最終的約束力。客戶同意本公司有權依據獲授權人士的指示行動，直到客戶書面通知本公司撤銷或變更該授權為止。

3.2 If the Client (in the case of an individual) wishes to appoint Authorized Persons, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Person until the Client notifies the Company in writing that the power of attorney has been revoked or varied.

如果客戶（此處指個人客戶）要指定獲授權人士，則客戶在填寫完開戶表格之外，還要以本公司規定或可接受的格式向本公司提交正式簽署的授權書或類似的委任文件。客戶同意本公司有權依據獲授權人士的指示行動，直到客戶書面通知本公司撤銷或變更該授權為止。

- 3.3 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and the Company is responsible only for the execution, clearing and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein. In relation to Transactions entered by the Client not as a result of the Company's recommendation or solicitation, the Company is not responsible to the Client with respect to the suitability of the Transaction. Nor is the Company responsible for the profitability, tax, legal or accounting consequences of any Transactions.

客戶承認並同意，客戶對所有交易負有完全的責任，本公司只對交易的執行、結算和進行負責，本公司對於與帳戶或交易有關的介紹公司、投資顧問或其他第三方的任何操守、行動、陳述或聲明概不承擔義務和責任。客戶進行的交易不是本公司推薦或誘導的結果，本公司不會對客戶進行的交易的合適性承擔責任。本公司亦不會對任何交易的盈利、稅項、法律和會計的後果承擔責任。

- 3.4 Any advice or information provided by the Company, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction, or an investment recommendation. The Client independently and without reliance on the Company, makes its own judgments on Transactions.

由本公司、本公司的董事、高級職員、僱員或代理人提供的任何意見或資料（不論是否被要求的）都不應構成進行交易的要約或投資的建議。客戶應獨立地並且不依賴本公司，作出其本身的交易的判斷。

- 3.5 The Client authorizes the Company to instruct such Correspondent Agent as the Company may in its absolute discretion select to execute Transactions and acknowledges that the terms of business of such Correspondent Agent and the rules of any exchange and clearing House (including the same outside Hong Kong) on and through which such Transactions are executed and settled shall apply to such Transactions and shall be binding on the Client.

客戶授權本公司可經由有絕對酌情權下選擇的業務代理執行交易；客戶確認該業務代理的業務條款及進行交易及結算的任何交易所與結算所(包括外地有關機構)的規則將適用於這類交易，並對客戶具有約束力。

4. Transaction 交易

- 4.1 The Company will act as the Client's agent in effecting Transaction unless the Company indicates in the statement or confirmation relevant to such Transaction that the Company is acting as principal. For the avoidance of doubt, in the case in any trading of Foreign Securities, the Company will be maintaining an omnibus account with the Correspondent Agents.

除本公司（在結單或其他確認單據內）註明以自己本身名義進行交易外，本公司將以客戶的代理人身份進行交易。為免生疑問，有關外地證券的交易，本公司將與業務代理設立綜合帳戶。

- 4.2 The Client agrees that the Client will only place sale orders with the Company in respect of securities which the Client presently owns.

客戶同意祇會就客戶當時實際擁有的證券向本公司發出沽售指令。

- 4.3 On all Transaction, the Client will pay the Company's fee, commissions, charges and disbursements incurred by the Company, as notified to the Client, as well as applicable levies, trading fee and clearing fee imposed by the SFC, the Exchange and the Clearing House, as the case may be, and all applicable stamp duties. The Company may deduct such commissions, charges, levies, trading fee and clearing fee and stamp duties from the Account. The Company shall have absolute rights to amend the above fees and charges ("Fee Schedule") for the Account. An amendment notice will be posted at the website. The Client should visit the Company's website from time to time for obtaining the latest fee schedule thereof.

客戶會就所有交易支付本公司通知客戶的佣金和所有收費，繳付證監會、聯交所、中央結算的適用交易徵費、交易費及結算費，並繳納所有有關的印花稅。本公司可以從帳戶中扣除該等佣金、收費、交易徵費、交易費、結算費及印花稅項。本公司有絕對權利不時修訂上述帳戶的收費（“收費表”），修訂通知會刊載於本公司網站內，而客戶可不時登入本公司網站以獲得最新之收費表。

4.4 For Cash Account Client

4.4 就現金帳戶而言

- 4.4 Unless otherwise agreed, in respect of each Transaction, unless the Company is already holding cash or

securities on behalf of the Client to settle the Transaction, the Client will

就每一宗交易，除另有協議外或除非本公司已代表客戶持有現金或證券以供交易交收之用，否則客戶將會在本公司就該項交易通知客戶的期限之前，

- pay the Company cleared funds or deliver to the Company securities in deliverable form or
向本公司交付可即時動用的資金或可以交付的證券，或
- otherwise ensure that the Company has received such funds or securities
以其他方式確保本公司收到此等資金或證券。
- by such time as the Company has notified the Client in relation to that Transaction. If the Client fails to do so, the Company may
倘客戶未能這樣做，本公司可以
- in the case of a purchase Transaction, sell the purchased securities; and
(如屬買入交易) 出售買入的證券；及
- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.
(如屬賣出交易) 借入及／或買入證券以進行交易的交收。

4.5 to 4.7 For Cash Account Client

4.5至 4.7 就現金帳戶而言

- 4.5 Unless otherwise agreed, the Client agrees that when the Company has executed a purchase or sale transaction on the Client's behalf, the Client will be the due settlement date make payment to the Company against delivery of credit to the Company's account for purchased securities, or make good delivery of sold securities to the Company against payment, as the case may be.
除非另行商定，客戶同意於本公司經已代客戶進行一項買入或賣出交易時，客戶將於到期交收日期，向本公司支付有關帳戶買入證券所需之款項，或者交出有關帳戶賣出之證券（視具體情況而定）。
- 4.6 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due date as mentioned above, the Company is hereby authorized to:
除非另行商定，客戶同意，倘若於上述到期交收日期，客戶未支付該等款項或者交出證券，本公司有權進行：
- in the case of a purchase Transaction, transfer or sell any such purchased securities to satisfy the Client's obligations to the Company; or
若為買入交易，將任何該等買入之證券轉讓或出售，以償還客戶拖欠本公司之款項；或
 - in the case of a sale Transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Company.
若為賣出交易，借入及／或買入該等賣出之證券，以償還客戶欠本公司之證券。
- 4.7 The Client agrees to pay interest on a daily basis on the amount of margin facilities extended to the Client. The interest rate shall be at a percentage above the Company's cost of funds which will vary according to the prevailing money market situation and as notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account or any other account of the Client with the Company or its Associates.
客戶同意為自己獲得的融資支付利息，及利息將逐日計算，利息率應為一個高於本公司資金成本的百分率，並將會隨當前的貨幣市場狀況改變及由本公司不時通知客戶。該利息費用可由本公司從客戶在本公司或其聯營公司開立的保證金帳戶或任何其他帳戶中扣除。
- 4.8 The Client will be responsible to the Company for any losses and expenses resulting from the Client's settlement failures.
客戶將會負擔本公司因客戶未能進行交收而引起的任何損失及開支。
- 4.9 The Client agrees to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company has notified the Client from time to time.
客戶同意就所有逾期未付款項（包括對客戶裁定的欠付債務所引起的利息），按本公司不時通知客戶的利率及其他條款支付利息。

- 4.10 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Company has to purchase securities to settle the Transaction, the Client shall not be responsible to the Company for the costs of such purchase.
就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致本公司須買入證券進行交收，客戶毋須為買入該等證券的費用向本公司負責。
- 4.11 In relation to any Over-the-Counter ("OTC") transactions, including without limitation trading of any New Securities before their listing on the Exchange and Foreign Securities, entered or to be entered into by the Client, the Client acknowledges and agrees that:
客戶就其已進行或將予進行的任何場外（Over-the-Counter）交易（包括但不限於任何新證券在交易所上市前的交易或外地證券）承認及同意：
- (i) subject to Clause 4.1 above and Clause 7.1 below, the Company is acting as an agent for the Client and does not guarantee the settlement of such OTC transactions;
在上述第4.1條及下述第7.1條的規限下，本公司擔任客戶的代理，並不保證此等場外交易之結算；
 - (ii) the Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the Exchange;
客戶的指示可能只有部份執行或全部未能執行。倘有關證券其後無法在交易所上市，已執行的交易將會被取消及成為無效；
 - (iii) in the event that the Client in selling any Securities fails to deliver such Securities, the Company is entitled to purchase in the market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction.
如沽出證券的客戶無法交付此等證券，本公司有權為客戶就此項已進行的銷售在市場購入相關的證券（以當時市價），以完成相關交易的結算。客戶須承擔此項交易引致或招致的一切虧損；
 - (iv) in the event that (1) the Client buys Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant Securities pursuant to Clause 4.11 (iii), the Client will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;
倘若(1)客戶向賣方購入證券，而該賣方無法交付相關證券及(2)未能購入相關證券或本公司行使絕對酌情權決定根據第4.11(iii)條規定不購入相關證券，客戶無權以配對價格取得相關證券，並且只有權收取買入相關證券所付的款項；
 - (v) in the event that the Client in buying any Securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all Securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and
倘若購買任何證券的客戶無法存入所需的結算款項，本公司有權出售其帳戶內任何及所有證券或抵押品，以及使用經扣除結算交易所有費用後的出售所得款項。然而，如客戶於該宗交易內屬於賣方，而該宗交易未能結算，則客戶只可獲得相關證券，而並非相關證券的出售所得款項；及
 - (vi) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.
在不影響上文所載的原則下，客戶須自行承擔虧損及開支，並就其及／或其交易對手無法結算所招致的任何虧損及開支向本公司負責。
- 4.12 In relation to any trading in Foreign Securities, the Client hereby agrees, understands, and acknowledges that the execution and settlement such transactions shall be subject to the rules, laws and regulations of the relevant exchange, clearing house and regulator of the relevant jurisdiction.
關於外地證券交易，客戶同意，明白及承認有關交易的執行及交收將以有關司法管轄區之法律，法規及有關交易所，結算所及監管機構之規例進行。

- 4.13 In relation to any trading in Foreign Securities, the Company shall inform the Client in writing about the trading time, method of orders and settlement from time to time. The Client agrees and confirms that such notice(s) shall be an agreement between the Company and the Client in relation to the transactions of the relevant Foreign Securities.

關於外地證券交易，本公司將以不時書面通知客戶有關交易時段、下盤方式及交收方法，客戶同意及確認，該等通知將為本公司及客戶有關外地證券交易之協議。

- 4.14 In relation to any trading in Foreign Securities, the Client hereby agrees, understands, and acknowledges that the Company may engage and/or appoint an execution broker (Hong Kong and/or foreign regions), for handling all the execution and settlement of transactions. Such transactions shall be subject to the rules, laws and regulations of the relevant exchange, clearing house and regulator of the relevant jurisdiction.

關於外地證券交易，客戶同意，明白及承認，本公司或會聘用及/或委任第三方的執行經紀（香港及/或海外地區），以處理所有交易的執行及交收。有關交易的執行及交收將以有關司法管轄區之法律，法規及有關交易所，結算所及監管機構之規例進行。

- 4.15 The Client understands and acknowledges that the Company may not execute the transactions in relation to Foreign Securities within the time(s) and at the price(s) as specified by the Client or execute the transactions at the best or market price of Foreign Securities. The Client agrees and confirms that the Company shall not be responsible for any loss and/or damage arising from such execution of transactions. The Company may at its absolute discretion to execute only part of the orders placed by the Client for the Foreign Securities and the Client agrees that such part of the placements and the transactions shall be binding on the Client.

客戶明白及承認本公司可能不可在客戶指定的時間內及價格完成交易或不可以最佳市場價格完成交易。客戶同意及確認本公司將不為所完成交易所引致的任何損失負上任何責任，本公司可運用其酌情權以完成部份客戶有關外地證券交易的指示，而客戶同意接受該部份完成交易所約束。

- 4.16 The Client understands and acknowledges that in relation to the trading for the Foreign Securities, the Client may not have any protection under the laws and regulations of the relevant jurisdiction. The Client further agrees that, when in doubt, the Client shall consult with legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that the Company shall not be liable for any of such cost.

客戶明白及承認有關外地證券交易，客戶可能不會受到有關司法權地方的法律及規例保障。客戶更同意如遇有疑問時，應於有關司法管轄區諮詢或取得法律及專業意見。客戶同意支付就有關任何指示可能須繳付的稅項或收費，本公司並不須就該等費用負上任何責任。

5. Order and Order Recording

買賣指示及電話記錄買賣指示

- 5.1 The Company may accept instructions from the Client (or its Authorized Person) for order of Transaction by telephone or in writing sent by facsimile or by post or email. The Company may also accept instructions in the Company's prescribed order form signed by the Client in the Company's presence. In all cases, the Company shall time-stamp such instructions in the order as they are received.

本公司可接納客戶（或其授權人士）用電話、圖文傳真、郵遞或電郵方式發出之書面指示買賣證券。本公司亦可接納客戶親臨本公司辦公室填寫本公司的買賣證券指示表格。全部的指示，本公司將以其次序前後蓋上時間印章。

- 5.2 The Client declares that the Company shall not be liable for delay in acting or for any inaccuracy, interruption, error or delay or failure in transmission of the Client's instructions by facsimile or email unless there is fraud or willful default on the Company's part.

客戶聲明，除非本公司欺詐或蓄意失責，否則本公司無須因延遲執行，或客戶透過圖文傳真或電郵方式發出的指示在傳送上所出現的誤差、干擾、出錯、延遲或未能傳達而負責。

- 5.3 In the event of receipt of conflicting instructions, the Company may refuse to act on any of the instructions until the Company has received unequivocal instructions.

倘若本公司收到互相抵觸的指示時，本公司可拒絕執行任何此等指示，直至接到明確的指示為止。

- 5.4 The Company may, in the Company's absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by the Client arising out of such refusal.

本公司有絕對酌情權決定拒絕客戶的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致客戶失去的盈利、損失、經濟責任、支出或費用作出負責。

5.5 The Company may record telephone conversation in connection with receiving orders and instructions through the Company's telephone recording system. The Client acknowledges that such records are the Company's sole property and they will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

客戶同意本公司可由本公司的電話錄音系統記錄電話交談中有關買賣指示。客戶承認該記錄由本公司擁有，並接受如有糾紛時，此錄音為最後及最終之證據。

5.6 Where a discrepancy occurs between instructions given by telephone or email or facsimile and any other means, including any subsequent written confirmation, the Company's record of the telephone instruction or email instructions shall prevail.

凡經電話、電郵或圖文傳真發出的指示，與後來以書面發出的指示在意義上有差異時，則須以本公司的電話錄音或收到的電郵指示記錄為準。

5.7 For the avoidance of doubt, the Company is only obliged to keep the telephone recordings up to the retention period in accordance with regulatory requirements in Hong Kong or as required relevant overseas regulator(s) for trading in Foreign Securities, if any.

為免生疑問，本公司只有責任將電話記錄存放至有關香港或海外監管機構（如是外地證券）所指定的存放期。

6. Short Selling 沽空

Save and except for the covered short selling (as a result of borrowing these Securities), the Client undertakes that it will not effect any short selling order through the Company.

除借貨沽空外，客戶承諾不會通過本公司進行任何沽空指示。

7. Conflict of Interest 利益衝突

7.1 The Client acknowledges and agrees that the Company, its directors, officers or employees and its Correspondent Agent may trade on its/their own account or on the account of an Associate.

客戶承認並同意本公司及其董事、高級職員或僱員及其業務代理可以為其本身帳戶或聯營公司帳戶進行交易。

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

本公司有權（不論本公司是作自行買賣或代表聯營公司或其他客戶）買入、賣出、持有或買賣任何證券、或採納與客戶指示對立的倉盤買賣。

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

本公司有權將客戶指示與其他客戶的指示進行對盤。

7.4 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.

本公司有權對本公司或其聯營公司有持倉或就該證券作為包銷商、保薦人或其他身份的證券進行交易。

7.5 In any of the situations referred to in this Clause the Company shall not be obliged to account to the Client for any profits or benefits obtained.

在本條款中提及的任何情況下，本公司都不負有對客戶說明所有得利潤或利益的義務。

8. Client Identity/Ultimate Beneficiary 戶身份／最終受益人

8.1 Subject to the provisions herein, the Client shall, in respect of transaction in which the Client is not acting as principal, immediately upon demand by the Company inform SFC and/or the Exchange of the identity, address and contact details of: -

在符合本協議書中條文的規定下，凡有關客戶並非以主事人或最終受益人之身份進行的交易，客戶將應本公司的要求即時向證監會及／或聯交所提供受益人下列資料：-

- (i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and

最終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情；及

- (ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk, 8.2 The Client hereby declares that if the Client is not the true owner/ultimate beneficiary or originator of instructions of the Account, the Client will complete the detailed information in the Account Opening Form.

會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情。

and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account. 並且，如實體者是投資基金或帳戶，則提供該投資基金或帳戶的經理人資料。

- 8.2 The Client hereby declares that if the Client is not the true owner/ultimate beneficiary or originator of instructions of the Account, the Client will complete the detailed information in the Account Opening Form. 客戶茲聲明如若客戶非是帳戶的主事人或最終受益人，客戶須在開戶表格填寫詳情及資料。

9. Depositing of Securities Collateral 證券抵押品的存放

- 9.1 Any securities which are held by the Company or the Company's associated entity for safekeeping may, at the Company's discretion: -
寄存本公司或本公司的有聯繫實體妥為保管的任何證券，本公司可以酌情決定：-

- (i) be deposited in safe custody in a segregated account which is designated as a trust account or client account established and maintained in Hong Kong by the Company or the Company's associated entity with the Clearing House, an authorized financial institution, a custodian approved by the SFC or another intermediaries licensed for dealing in securities;

存放於本公司或本公司的有聯繫實體在中央結算、認可財務機構、獲香港證券及期貨事務監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立的獨立帳戶作穩妥保管，而該帳戶是指定為信託帳戶或客戶帳戶並由本公司或本公司的有聯繫實體為持有本公司的證券抵押品目的而在香港開立及維持的；

- (ii) be deposited in an account in the name of the Company or the Company's associated entity (as the case may be) with an authorized financial institution, a custodian approved by the SFC or another intermediary licensed for dealing in securities; or

存放於以本公司或本公司的有連繫實體（視屬何情況而定）的名稱在認可財務機構、獲香港證券及期貨事務監察委員會核准的保管人、或另一獲發牌進行證券交易的中介人所開立的帳戶；
或

- (iii) in the case of registrable securities, be registered in the Client's name or in the name of the Company or the Company's associated entity.

（如屬可註冊證券）以客戶的名稱或以本公司或本公司的有聯繫實體名稱登記。

- 9.2 Where securities are not registered in the Client's name, any dividends or other benefits arising in respect of such securities shall, when received by the Company, be credited to the Client's Account or paid or transferred to the Client, as agreed with the Company. Where the securities form part of a larger holding of identical securities held for the Company's clients, The Client shall be entitled to the same share of the benefits arising on the holding as the Client's share of the total holding.

倘證券未以客戶的名義登記，本公司於收到該等證券所獲派的任何股息或其他利益時，須按客戶與本公司的協議存記入客戶的帳戶或支付予或轉賬予客戶。倘該等證券屬於本公司代客戶持有較大數量的同一證券的一部份，客戶有權按客戶所佔的比例獲得該等證券的利益。

- 9.3 The Company has the Client's written authority under section 148 of the Securities and Futures Ordinance to: 客戶根據【證券及期貨條例】第148條以書面授權本公司：-

- (i) deposit any of the Client's securities with an authorized financial institution as collateral for an advance or loan made to the Company, or with the Clearing House as collateral for the discharge of the Company obligations under the clearing system;

將客戶的任何證券存放在認可財務機構，作為本公司所獲墊支或貸款的抵押品，或者存放在中央結算，作為履行本公司在結算系統下之責任的抵押品；

- (ii) borrow or lend any of the Client's securities, and/or
借貸客戶的任何證券；及／或
- (iii) otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any purpose.
基於任何目的以其他方式放棄客戶的任何證券之持有權（交由客戶持有或按客戶的指示放棄持有權除外）。

9.4 Such written authority shall be in form of "Letter of Authorization" to be separately signed by the Client.
客戶須另行簽署該書面授權。

9.5 The Company is not bound to deliver securities belonging to the Client bearing serial numbers identical with those transferred to the Client so long as the securities delivered are of the same class, nominal amount and rank pari-passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.

本公司交回客戶的證券，其編號無須與轉讓予客戶的證券編號相符，只要該等證券是同類型，而值相等及其權益與原本轉讓予客戶的證券相同，當然除了受其間資本重組另有規定外。

9.6 In relation to Foreign Securities, such securities may be held by the Correspondent Agent outside Hong Kong. The Client agrees that the terms in Clauses 9.1 to 9.4 are also applicable to the Foreign Securities held by the Correspondent Agent.

有關外地證券，該等證券可能由業務代理於海外持有。客戶同意第9.1至9.4條的條款亦適用於外地證券。

10. Charge 抵押

10.1 The Client, as beneficial owner, charges in favor of the Company by way of first fixed charge all the Client's respective rights, title, benefit 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 terms of margin facilities 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.

客戶以實益擁有人的身份，以第一固定抵押方式向本公司抵押所有客戶於抵押品的各種權利、所有權、利益及權益，以作為持續的抵押品（"抵押"），以便客戶在接獲要求後償付客戶可能欠本公司或其聯營公司的所有款項及債項（絕對或或有的），及客戶在現時或將來履行孖展融資條款下可能到期、所欠或招致的義務，或客戶不論於任何帳戶或以何種形式而欠本公司或其聯營公司的債項（不論是單獨或與任何其他人士一起，及不論以何種名稱形式或商號），連同由作出還款要求日期至付還日期期間的利息，以及在本公司或其聯營公司記錄中所列的任何佣金、法律或其他費用、收費及開支。

10.2 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.

即使客戶向本公司和／或其聯營公司作出任何中期支付或結清帳戶，或清還全部或部分欠款；及即使客戶結束在本公司開立的任何帳戶，並在隨後由客戶獨自或與其他人隨後共同在本公司重開或再開立任何帳戶，該抵押將仍屬一項連續的抵押，並將會涵蓋現時客戶於本公司或其聯營公司的任何帳戶構成結餘欠款的所有或任何款項，或其他地方顯示出客戶欠本公司或其聯營公司的結餘欠款。

10.3 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with the Company or its Associates, that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

客戶聲明並保證，抵押品乃是客戶本人合法及實益擁有，客戶有權將抵押品存放於本公司或其聯營公司，所存放的抵押品在現時或將來都不受任何類型的留置權、抵押或處置權所約束，並且構成抵押品的任何股票、股份和其他證券現時已全數繳足股款及將會全數繳足股款。

10.4 Upon irrevocable payment in full of all sums which may be or become payable under the Margin Client Agreement and the full performance of the Client's obligations under the terms of margin facilities, the Company will at the Client's request and expense release to the Client all the rights, title and interest of the Company in the Collateral and will give such Instructions and directions as the Client may require in order to perfect such release.

當客戶不可撤銷地全數付清根據保證金客戶協議之下所有可能應支付或成為應支付的款項，及已全部履行客戶在孖展融資條款之下的義務後，本公司將會在客戶要求下及支付所需費用後，向客戶發還本公司對抵押品的所有權利、所有權和權益，並會就客戶為妥善處理該項發還而要求其作出的指令和指示而行事。

10.5 Until the Charge becomes enforceable,
在該抵押成為可強制執行之前，

(i) the Company will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and
本公司只須向客戶發出通知後，便有權行使與抵押品有關的權利，以保障抵押品的價值；及

(ii) except as otherwise provided in this Margin Client 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 terms of margin facilities, or which in any way may prejudice the Company's rights in relation to the Collateral.

除非在本保證金客戶協議另有規定，否則客戶可指示行使附於或與抵押品有關的其他權利，但此舉不得與客戶在孖展融資條款之下的義務有所矛盾，或在任何形式下可能損害本公司就抵押品的權利。

11. Power of Attorney

授權書

The Client by way of 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 terms of margin facilities and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the terms of margin facilities or by law including (but without limitation):

客戶可以擔保的方式，不可撤銷地任命本公司作為客戶的受托代表人，代表客戶並以客戶的名義行事，及簽署、蓋章、執行、交付、完善及訂立所有契約、文書、文件、作為或事物，以履行根據孖展融資條款施加於客戶的義務，及在整體上令本公司行使根據孖展融資條款或根據法律而賦予本公司的權利和權力，包括（但不限於）：

(i) to execute any transfer or assurance in respect of any of the Collateral;
就任何抵押品簽立任何轉讓契或擔保；

(ii) to perfect its title to any of the Collateral;
就任何抵押品完善其所有權；

(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;
就任何抵押品之下或所產生的到期或變成到期的任何及所有款項和索償而作出查詢、規定、要求、接收、和解及作出良好的解除；

(iv) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and
就任何抵押品發出有效的收據和解除及背書任何支票或其他票據或匯票；及

(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 terms of margin facilities.

就為著本公司認為有必要或有利於保護根據孖展融資條款下產生的抵押品起見，一般而言作出任何索償、或採取任何法律行動或進行任何訴訟程序。

12. Monies in the Account

帳戶中的款項

12.1 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 Transaction and which is on-paid for settlement purpose 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, established and maintained in Hong Kong with an authorized financial institution or any other person approved by the SFC. Subject to mutual agreement between the parties hereto, no interest is payable.

由本公司代客戶在香港收取或持有的現金，除了本公司收取客戶的現金作為交易的交收之用或轉付予客戶之外，須存入在認可財務機構或監察委員會批准的任何其他人士處所開立的一個或多於一個的獨立帳戶內，而每個該等帳戶均須指定為信託帳戶或客戶帳戶並在香港開立及維持。除非雙方另有共同協議外，無須支付此帳戶內產生的利息款項。

12.2 Payment to the Account shall constitute payment to the Client for all purposes.

本公司支付入帳戶的款項得作為達到對客戶款項支付的目的。

12.3 Client money of the Company will be treated and dealt with in compliance with the provisions of the SFO and the relevant rules made thereunder. Subject to exceptions in such provisions and rules, client money from time to time received or held by the Company on the Client's behalf will be paid into a segregated account (designated as client account or trust account) for client money maintained in Hong Kong with an authorized financial institution (as defined in the SFO) or the client's segregated account (designated as client account or trust account) at local or overseas securities broker

本公司的客戶款項將根據《證券及期貨條例》的規定處理。除該條例及規則另有規定外，本公司代表客戶不時收到或持有的客戶款項將被支付到為儲存客戶款項於香港獲授權金融機構（於《證券及期貨條例》界定）或其他本地或海外證券經紀商的客戶獨立帳戶（指定為客戶賬戶或信託賬戶）。

13. Set-off and lien

抵銷及留置權

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 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 the Company's favor as continuing security to offset and discharge all of the Client's obligations, arising from the Transaction and/or the Client's obligations in the Agreement.

在不損害本公司依照法律或本協議所附加應享有之一般留置權、抵銷權或相類權利前提下，對於客戶交由本公司代管或在本公司內存放之所有證券、應收賬、款項及其他財產（不論是客戶個人或與其他人士聯名所有）權益，本公司均享有一般留置權，作為持續的抵押，用以抵銷及履行客戶因進行證券買賣而對本公司負上的所有責任。

14. Miscellaneous

一般規定

14.1 All securities held for the Client's Account shall be subject to a general right of disposal in the Company's favor, 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 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).

所有客戶戶口內的證券均受制於本公司的全面處置權，以確保客戶履行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（包括應向客戶因賣出證券而需支付的款項）抵銷任何客戶對本公司之負債（包括客戶因買入證券而應向本公司支付的款項）。

14.2 If the Company fails to meet the Company's obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time.

倘本公司沒有依照本協議書的規定履行對客戶的責任，客戶有權向根據【證券及期貨條例】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。

14.3 If the Client embarks on trading US Securities, the Client shall carefully read through the Information Documentation For Clients on Pilot Programme For Trading US Securities issued by the Exchange.

若客戶開展買賣美國證券，客戶承認及確認客戶將會詳細閱讀聯交所發出予客戶參照的美國證券交易試驗計劃簡介。

14.4 The Client confirms that the Client has read and agrees to the terms of this Agreement which have been

explained to the Client in a language (English or Chinese) that the Client understands.

客戶確認客戶已詳閱並同意本協議書的條款，而且該等條款已經以客戶明白的語言（英文或中文）向客戶解釋。

- 14.5 The Client acknowledges that decisions regarding the Transaction are made by the Client at the Client's discretion and risk and without reliance on any advice from the Company. The Company shall not owe the Client any duty to advise on the merits or suitability of any Transaction.

客戶承認所有證券買賣全由客戶決定及承擔風險，並沒有依賴本公司的意見。本公司並無責任向客戶提供有關各證券買賣的利好性或適合性的建議。

- 14.6 The Client hereby agrees that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on the Client, unless the Client objects to in writing within such period of time as may be specified by the Company from time to time.

客戶在收到有關該帳戶的買賣單、日結單、執行買賣報告及月結單或其他另類方式的通知之後，倘若客戶沒有在本公司不時規定的期間之內以書面提出異議，則該日結單，執行買賣報告及月結單或另類方式通知成為不可推翻，並對客戶有約束力。

- 14.7 The Account Opening Form and the Agreement will form one composite agreement.

本協議書所指的開戶表格為本協議書的整體部份。

- 14.8 If the Client enters into Transaction in securities in a currency other than Hong Kong dollar currency, the Client shall reimburse the Company's exchange loss (if any) and bank charges fully on demand for all expenses incurred by the Company on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction. For the avoidance of doubt, the Client agrees and acknowledges that the Company may use the exchange rate as specified by the foreign exchange and/or clearing house for the relevant Foreign Securities.

若客戶用非香港貨幣進行證券買賣，客戶須按本公司的通知，即時支付本公司的外匯兌換損失（如有）及銀行服務費及任何因找換外匯成香港貨幣所引致的其他費用，找換外匯是以當日有關交易的外匯匯率計算。為免生疑問，客戶同意及確認本公司可採用由外地交易所及／或結算所指定的兌換率。

- 14.9 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

本協議書之中英文本文義，如有歧義，將以英文本為準。

15. Liability and Indemnity

責任及彌償

- 15.1 Neither the Company nor any of the Company's directors, officers, employees or agents shall be liable to the Client for any direct, indirect or consequential loss or damage suffered by the Client arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from the Company's fraud, gross negligence or wilful misconduct as proved.

本公司或本公司的任何董事、行政人員、僱員或代理人，均不需負責因客戶或涉及任何關乎本協議書範圍內之任務的操作或疏漏操作而蒙受的任何直接、間接或後果性損失或損害，除非此等損失或損害是得到証實為上述人士之欺詐、嚴重疏忽或故意失當行為而引起者。

- 15.2 The Client undertakes to keep the Company and the Company's directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by the Company arising out of anything done or omitted pursuant to any instructions given by the Client or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which the Company may have.

客戶承擔彌償本公司董事、高級人員、僱員及代理人根據客戶指示處理在本協議書範圍內的交易或任何任務而招致的所有針對本公司及上述人士的申索、訴訟、法律程序、損害賠償、或損失、訟費及費用、而並不影響本公司可行使的留置權、抵銷權利或其他權利。

- 15.3 The Clients agrees and acknowledges that the Company shall not be responsible for any misconduct, negligence and/or fraud of the Company's Correspondent Agent which are beyond the control of the Company.

客戶同意及確認本公司將不會因業務代理而非在本公司控制範圍內之任何失當行為，疏忽及／或欺騙負上任何責任。

16. Material Changes

重要變化

The Client hereby undertakes to inform the Company in writing of any material changes in the Client's Account Opening Form and the Company shall also undertake to inform the Client in writing of any material changes in the Company's corporate particulars registration status, nature of services available, corporate management, description of any remuneration to be paid by the Client and the Company's business which may affect the Company's services to the Client.

客戶承諾用書信通知本公司客戶開戶表格的重要變化，而本公司亦承諾用書信通知客戶有關本公司會影響對客戶服務的公司資料，在證監會的註冊身份，可提供客戶的服務、酬勞費用及業務等變化。

17. Event Of Default

違約事件

17.1 Any of the following events shall constitute an Event Of Default:

下列任何事件均構成違約事件:

- (i) the Client's failure to provide sufficient funds or Collateral or Margin Deposit (as the case may be) to the Company's satisfaction from time to time for any Transaction or for the Account when due;
客戶未能應本公司不時之要求提供足夠之資金或抵押品或保證金（視情況而定），以支付在任何交易或帳戶到期之款項;
- (ii) the death, insolvency or liquidation of the Client, the filing of a petition or application in bankruptcy or winding-up, petition or application for the appointment of a receiver or the commencement of other similar proceedings against the Client;
客戶身亡、無力償債或清盤、入稟破產或清盤申請，接管人申請又或其他針對客戶類似的財政問題之法律程序及起訴；
- (iii) the Client's default in the due performance or observance of any term of this Agreement;
客戶未能適當履行或遵守本合約;
- (iv) any representation or warranty made in this Agreement or in any document delivered to the Company being or becoming incomplete, untrue or incorrect;
於本合約或交付予本公司之任何文件內作出之聲明或保證是或成為不完全、不真確或不正確;
- (v) in the Company's absolute opinion, the occurrence of an adverse change in the assets, financial condition, corporate structure, business, general condition or prospects of the Client or the value of the Collateral (if applicable);
本公司全權酌情認為客戶之資產或財務狀況或公司架構、業務、一般事務或前景或抵押品（倘適用）之價值出現不利的轉變;
- (vi) the termination of the Account or the objection of the Client to the Company's alteration of (i) any term in this Agreement or (ii) the operation of the Account;
客戶反對本公司更改（i）本協議書任何條款或（ii）帳戶操作；
- (vii) the Client's failure to meet any of the Obligations;
客戶未能履行其責任;

17.2 If an Event Of Default occurs, then all amounts owing by the Client to the Company shall become immediately due and payable without any notice or demand, and interest will accrue hereunder on the amount outstanding from time to time, the further performance by the Company of any of its outstanding obligations to the Client under this Agreement (whether for payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to the Company under this Agreement; and the Company shall be entitled in its absolute discretion, without further notice or demand and in addition to and without prejudice to any other rights and remedies of the Company against the Client, forthwith to take any or all of the following actions:-

倘出現違約事件，則客戶應付本公司的所有款項，在無通知或要求的情況下立即到期償還，就不時未償還的款項的利息會開始累算；待客戶已全面履行解除其於本合約下應向本公司履行的所有義務後，本公司才進一步根據本合約履行其未向客戶履行的任何義務（不論是支付金額或其他）；本公司有絕對酌情權，在無進一步通知或要求下，以及不影響本公司針對客戶的任何其他權利或權力的情況下，即時進行任何或所有以下之行動:

- (i) cancel all outstanding Instructions;

取消所有未執行之指示;

- (ii) cancel all commitments made by the Company including further performance pursuant to this Agreement;
取消本公司作出之所有承諾包括繼續履行本合約的義務;
- (iii) liquidate or cover all positions in the Account by any means;
以任何方法清算或平去所有在帳戶內的資產套現;
- (iv) close the Account;
終結帳戶;
- (v) appropriate or apply or realize or take possession of any credit balance, assets or Collateral (as the case may be) under the Account to offset and discharge any of the Obligations;
分配或使用或變賣或接管帳戶內之任何餘額、資產或抵押品（視情況而定），以抵銷任何客戶的債務;
- (vi) charge default interest and/or handling fee as determined by the Company from time to time;
收取由本公司不時釐定之違約利息及／或手續費;
- (vii) exercise any options held by the Company on behalf of the Client;
行使本公司代客戶持有的任何期權;
- (viii) call upon or enforce any security which may have been issued, made or created in favour (i) set-off, combine or consolidate the Client's Accounts (of any nature) maintained with the of the Company as security for indebtedness, liabilities or Obligations of the Client under this Agreement;
要求或執行以本公司作為受益人而發出、作出或訂立的任何抵押（以保證客戶在本合約下的負債、債務或責任）；
- (ix) Company, and set off any obligations of the Company to the Client under this Agreement against any obligations of the Client to the Company under this Agreement;
抵銷、合併或綜合客戶在本公司開立的帳戶（屬於任何性質），或將本公司根據本合約應向客戶履行的任何義務，抵銷客戶根據本合約應向本公司履行的任何義務;
- (x) revise, change, withdraw, stop or cancel the Financial Accommodation, facilities, advances, credits or loans made or granted to the Client, or any part thereof respectively; and/or;
修訂、更改、撤銷、終止或取消給予或授予客戶之財務通融、融資、放款、信貸或貸款或其任何部份;
- (xi) take such other action as the Company shall, in the Company's reasonable opinion, consider necessary.
採取本公司的合理意見認為合適的任何行動。

17.3 The Company may at its absolute discretion apply the net proceeds actually received by the Company pursuant to the exercise of powers under this Clause 17 (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on the Company by this Clause 17) in reduction of the Client's then outstanding obligations to the Company in such order or manner as the Company considers fit.
本公司可按其絕對酌情權，將本公司因行使本第17條下的權力而實際收到的所得款項淨額（扣除與行使根據本第17條賦予本公司的權力而招致的所有費用、成本及開支後），按本公司認為適當的次序或方法，用以減少客戶當時應支付本公司的債務。

17.4 The Company shall be entitled at all times to employ debt collecting agent(s) to collect any sum due but unpaid by the Client hereunder and for doing so, the Company may and is hereby authorized to disclose to such agent(s) any or all information available in relation to the Client and the Company shall not be howsoever liable or responsible (whether in contract or tort) for such disclosure or for any default negligence act conduct misconduct of such agent(s). The Client is hereby warned that the Client shall 15 indemnify and keep the Company indemnified on a full indemnity basis against all costs and expenses which the Company may incur in employing debt collecting agent(s).

本公司有權在任何時間聘用收帳代理人收取客戶的任何到期但未支付金額。為此，本公司可及據此獲授權向該代理人披露關於客戶的任何或全部資料。本公司無須就該披露事宜或該代理人的任何失責、疏忽行為、不當行為而負上法律責任（不論是合約下或侵權法下的責任）。客戶謹此被警告，客戶須按全數彌償的基準，就本公司在聘用收帳代理人時可能招致的所有成本及開支，向本公司作出彌償。

18. Warranties and undertakings

保證與承諾

18.1 The Client hereby represents and warrants that:

客戶特此陳述及保證如下：

- (i) where the Client or any one of them is a body corporate (in respect of such person):
若客戶或任何客戶屬於法人團體（就有關人士而言）：
 - (a) it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;
客戶是一間正式註冊成立的法團，根據其註冊所在地及其經營業務的各其他地區的法律有效存在；
 - (b) this Agreement has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;
本協議經客戶的有關企業行動有效認可，並於簽訂及交付後，應按照本文的條款構成有效及具約束力的客戶義務；
 - (c) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Company are true and accurate and still in force;
經已送交本公司的客戶註冊或登記證書、特許狀、法規、組織章程大綱與細則或組成或界定其組成的文件及客戶的董事會決議等核證真確副本，均屬真實準確及現仍有效；
 - (d) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up, the Client; and
概無採取或正在採取任何步驟，藉以為客戶的資產委任接管人及／或財產接收管理人或清盤人，或將客戶清盤；及
 - (e) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exists no arrangements whereby any person other than the Client has or will have any interest in this Agreement or any Contract or Client Contract made pursuant hereto.
除非另行向本公司作出書面披露，否則客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓客戶以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有權益的安排。
- (ii) where the Client or any one of them is an individual:
若客戶或任何客戶屬於個人：
 - (a) the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 18 years and is of sound mind and legal competence and is not a bankrupt; and
客戶在法律上有能力有效訂立及履行本協議，並年滿18歲及精神健全及具合法能力，亦非破產人；及
 - (b) the Client is trading on his/her own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any other person has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto.
客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓任何其他人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排。
- (iii) where there are two or more persons included in the expression "the Client":
若「客戶」一詞包括兩人或多於兩人：
 - (a) the liability of each such person hereunder shall be joint and several;

本文所載每名有關人士的責任及義務，均屬共同及個別性質；

- (b) unless the Company shall have received written instructions from the Client directing otherwise, any one of them shall have full authority to give any instructions with respect to any Account or any Client Contract including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; to receive demands, notices, confirmations, reports, statements and other communications of any kind it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of them notwithstanding that they have not been sent to or received by every one of them; generally to deal with the Company in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein;

除非本公司收到客戶發出與此相反的書面指示，否則任何有關人士具有充分授權發出任何與任何帳戶或任何客戶合約有關的指示，包括（但不限於）買賣或提出溢餘款項；收取各類要求、通知、確認書、報告、結單及其他通訊，惟須同意發給客戶的有關要求、通知、確認書、報告、結單及其他通訊，對各客戶均具約束力，即使並非每名客戶均獲發及收訖有關要求、通知、確認書、報告、結單及其他通訊亦然；基於本文而全面及詳實與本公司進行一般交往，猶如其他聯名帳戶持有人並不享有本文的任何權益一樣等指示；

- (c) the Company shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any fund delivered by the Client in respect of any Account;

本公司概無責任或義務查究所發出的任何指示的目的或是否恰當，亦無義務監督如何應用客戶基於任何帳戶而交付的任何款項；

- (d) notwithstanding any other arrangements which may have been made between them the rule of survivorship shall apply to the joint account hereunder and on the death of any one of them the moneys, securities and other property whatsoever for the time being standing to the credit of the joint account and anything held by the Company whether by way of security or for sale, custody or collection or any other purpose whatsoever shall be held to the order of the survivor(s) of them; and

儘管有關人士之間訂有任何其他安排，尚存者規則應適用於本文規定的聯名帳戶，而於任何有關帳戶持有人身故後，當時有關聯名帳戶貨項所記的款項、證券及其他財產、以及本公司持有的任何事物，不論作為抵押或出售、保管、收帳或任何其他用途，均應按有關聯名帳戶持有人的尚存者的指示持有；及

- (e) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the persons signing this Agreement as the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto.

除非另行向本公司作出書面披露，否則客戶均以其本身帳戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓以客戶身分簽署本協議的人以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排。

- (iv) where the Client is a partnership and business is carried on under a firm's name:

若客戶屬於合夥，並以商號名義經營業務：

- (a) this Agreement shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise; and

儘管有關合夥或商號的組成由於加入新合夥人或任何當時經營業務或組成有關商號的合夥人身故、精神錯亂、破產或退休或其他情況而出現改變。在各種用途上本協議將繼續有效並具約束力；及

- (b) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the partners for the time being of the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto

除非另行向本公司作出書面披露，否則客戶均以其本身帳戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何屬於客戶當時的合夥人以外的任何人士

對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排。

(v) as regards all Clients:
就所有客戶而言：

- (a) the information given by the Client, or on the Client's behalf, to the Company in connection with the opening of any Account with the Company (including, without limitation, the information contained in the Client Information Statement) is true and complete and the Company shall be entitled to rely on such information until the Company receives written notice from the Client of any changes thereto;
由客戶或代表客戶發給本公司並與在本公司開立任何帳戶事宜有關的資料(包括(不限於)客戶資料陳述書所載的資料)均屬真實及詳盡，而本公司有權倚賴有關資料，直至本公司收到客戶發出有關資料的任何書面更改通知為止；
- (b) it has the authority and capacity to enter into and execute this Agreement and any Client Contract and that no one except the Client has an interest in the Account or Accounts;
客戶具有授權及能力訂立及簽訂本協議及任何客戶合約，而客戶以外任何人士對有關帳戶概不享有任何權益；
- (c) the contents of this Agreement have been fully explained to the Client in a language the Client understands and the Client agrees with them;
現已採用客戶明白的語言向客戶詳盡解釋本協議的內容，而客戶同意有關內容；
- (d) unless otherwise disclosed to the Company in writing, it is trading on its own account;
除非另行向本公司作出書面披露者，否則客戶以其本身帳戶進行買賣；
- (e) where the Client is not a principal and is acting as a nominee or trustee for any other person, it has disclosed fully and accurately such information as well as the identity of the principal to the Company and shall immediately notify the Company in writing of the identity of all persons ultimately beneficially interested in the Account and any changes to such information;
若客戶並非主事人，並出任任何其他人士的代名人或受託人，客戶已向本公司充分及準確披露有關資料及主事人的身分，並立即將所有最終享有帳戶實益權益的人士的身分及有關資料的變更書面通知本公司；
- (f) the Risk Disclosure and Disclaimer Statements, have been fully explained to such Client in a language he understands and the Client declares that he understands the same.
現已採用客戶明白的語言向客戶詳盡解釋每份風險披露聲明及免責聲明，而客戶聲明其明白有關聲明及陳述書。

18.2 The Client agrees and undertakes promptly to:
客戶同意及承諾如下：

- (i) notify the Company if there is any material change in the information supplied in this Agreement and/or the Client Information Statement and/or the Declaration as to Persons Authorised to Give Instructions (if applicable), copies of which are annexed to this Agreement;
若本協議及／或客戶資料陳述書及／或獲認可發出指示人士申報書(如適用)(現於本協議隨附有關副本)提供的資料有任何重大變更，將會即時通知本公司；
- (ii) notify the Company of any material changes to its financial position;
若客戶的財政狀況有任何重大改變，將會即時通知本公司；
- (iii) furnish information and documents in relation to its financial position as requested by the Company;
按本公司要求即時提供客戶財政狀況有關的資料及文件；
- (iv) furnish such other information concerning the Client as the Company may reasonably request;
按本公司合理要求即時提供與客戶有關的其他資料；
- (v) notify the Company in writing if any of the representations contained in this Agreement cease to be true and correct in all material respects; and
若本協議所載任何陳述在各重要方面不再真實正確，將會即時書面通知本公司；及

- (vi) notify the Company of the occurrence of any Event of Default upon its occurrence.
於發生任何違約事件後，即時將有關違約事件通知本公司。

19. Personal Data (Privacy) 個人資料（保密）

19.1 Whilst the Client expects the Company to keep confidential all matters relating to the Account, The Client hereby expressly authorizes the Company to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然客戶預期本公司將予該帳戶有關之事情保密，客戶謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，本公司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

19.2 The Client hereby acknowledges that the Client has read the Personal Information Collection Statement provided by the Company as attached to this Agreement hereto pursuant to the Personal Data (Privacy) Ordinance and has agreed to the terms in it. The Client understands and acknowledges that the Company intends to use the Client's personal data for direct marketing and the Company may not so use the Client's data unless the Company has received the Client's consent to such intended use. The Client expressly acknowledges, confirms and agrees that unless the Client decides to opt out the use of his/her personal data for direct marketing by filling and signing the Direct Marketing-Consent/Opt Out Request Form or by giving notice to the Company at any time as stipulated in the Personal Information Collection Statement, the Company shall use the Client's personal data for direct marketing as agreed in the Account Opening Form.

客戶在此承認客戶已詳閱本公司根據個人資料（私隱）條例發出附於本協議書的個人資料收集聲明，並完全同意其條款。客戶明白及承認本公司擬把客戶的資料使用於直接促銷及本公司須收到客戶對該擬進行的使用的同意，否則不得如此使用該資料。客戶清楚明白、承認及同意除非客戶決定以填寫及簽署直接促銷 - 同意／拒絕要求表格或根據個人資料收集聲明所載隨時通知本公司，本公司將根據開戶表格的同意使用客戶的資料於直接促銷。

20. Term 有效期

The Agreement will come into effect on the date when the Company accepts the Account Opening Form signed by the Client and the Account number assigned by the Company. The Account will not be closed unless in accordance with Clause 21.

本協議書在本公司接受客戶已簽署的開戶表格及本公司分配其帳戶號碼之日起開始生效、有效期持續至該帳戶按照條款21之規定被終止。

21. Termination 終止

21.1 The Account may be closed by the Company or by the Client at any time and for any reason forthwith upon written notice being given to the other party in accordance with Clause 22 hereunder provided that all acts performed by the Company in accordance with the Client's instructions prior to either party receiving written notice of such termination shall be valid and binding on the Client.

不論任何原因，任何一方一旦遵照條款22之規定向對方發出書面通知，帳戶即時結束。惟所有本公司在任何一方收到此書面結束通知前已依據客戶之指示而執行之任務，仍然有效及對客戶有約束力。

21.2 Upon termination all monies owing from the Client to the Company shall immediately become due and payable and subject to payment of all such monies, the Company is authorized to deliver as soon as reasonably practicable any securities held in the Company's or the Company's agent's or nominee's name to the Client.

一旦本協議書終止，所有客戶欠負的債項即時變為到期應付。在繳清此等債項後，本公司獲授權在合理切實可執行範圍內，盡速將該帳戶內以本公司（或其代理人或代名人）名義持有之證券，交付客戶。

22. Notices 通告

22.1 In event of the Company being required to give any notice to, or make any demand or request of the Client or otherwise being obliged to contact the Client in connection with this Agreement, notice (including any demand for Margin) may be personally delivered, transmitted by post, email, telex or facsimile or by telephone in each case to the address, email address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified to the Company in writing from time to time.

若本公司基於本協議而須向客戶發出任何通知、作出任何繳款要求或要求，或有責任聯絡客戶，有關通

知（包括任何保證金繳款要求）可面交或以郵遞、電子郵件、電傳或傳真或電話送交本協議列載或不時書面通知本公司的地址、電郵地址或電傳、傳真或電話號碼。

22.2 Notices to be delivered by the Client to the Company may be personally delivered, transmitted by post, telex or facsimile or email or by telephone to the address or telex, facsimile or email or telephone numbers set out in this Agreement or otherwise as notified by the Company from time to time.

凡客戶送交本公司的通知可面交或以郵遞、電傳、傳真、電郵或電話送交本協議列載或本公司不時書面通知的地址或電傳、傳真、電郵地址或電話號碼。

22.3 All notices and other communications shall be deemed to be duly given to the Client (a) if delivered personally or by telephone, when actually delivered to the Client; (b) if sent by post, two days after the date of posting; and (c) if given or made by telex or facsimile or electronic mail, when the same is sent in its entirety to the telex or fax number or electronic mail address of the Client; provided that any notice or other communication to be given by the Client to the Company shall be effective only when actually received by the Company.

凡通知及其他通訊，(a) 如面交或電話送交，應於實際送交客戶時當作妥為發給客戶處理；(b) 如郵遞送交，應於投寄後兩天當作妥為發給客戶處理；及 (c) 如以電傳、傳真或電子郵件送交，應於全文送交客戶的電傳或傳真號碼或電郵地址時當作妥為發給客戶處理；惟客戶發給本公司的任何通知或其他通訊，只會於本公司實際收訖後才屬有效。

22.4 Notwithstanding anything contained in this Clause 22, a demand for payment of Margin, variation adjustment and interest rate cash adjustment attempted to be given by the Company to the Client orally shall be deemed to have been duly given if the Company has used all practicable endeavors to communicate with the Client by telephone or other means of oral communication but the Client remains uncontactable.

儘管第22條載有任何規定，如本公司嘗試以口頭方式向客戶發出保證金、變價調整及利率現金調整的繳款要求，而本公司盡所有切實可行努力以電話或其他口頭通訊方式與客戶聯絡但依然無法聯絡客戶，則應當作妥為發出有關要求處理。

23. Amendments

修改

23.1 The Company shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as the Company considers necessary, and such amendments, additions, deletions, or variations shall take effect when such notice thereof is despatched to the Client.

本公司有權對本協議書作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給客戶起生效。

23.2 No amendment made by the Company to the Agreement or by the Client to the Company in relation to the information supplied to the Company in the Account Opening Form will affect any outstanding order or Transaction or any legal rights or obligations which may have arisen prior thereto.

本公司對本協議書之條款所作之修改，及客戶向本公司提供的關於本協議書之資料的修改，例如，開戶表格，均不影響任何修改前未完成之指示或買賣或已產生的法定權利或責任。

24. Severability

局限應用

Any term, stipulation, provision, or undertaking in the Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

本合約中之條款、規定、條文、承擔，有對某一裁判權而言，為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，祇局限於該裁判權範圍內，本合約之其他餘下者仍然有效。再且，上述情況不會導致此等條款、規定、條文、承擔等在另一裁判權範圍內為非法、無效、禁止實施或不能實施。

25. Assignment

轉讓

25.1 The Company reserves the right at any time by notice in writing to the Client to amend, vary or add to the terms of this Agreement including, without limitation, those relating to the rates of any charges or commission or fees of the Company and method of payment from time to time, taking effect on a date stipulated by the Company.

本公司保留於任何時間向客戶發出書面通知後不時修訂、變更或增訂本協議條款（包括本公司不時收取

的任何費用、佣金或收費的費率及付款方法)的權力,而有關係款須於本公司規定的日期生效。

25.2 The Company will post the amendment notice and the revised Agreement at the website. In addition, the Company will notify the Client on such revision. The Client should visit the Company's website from time to time for obtaining the latest Agreement and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of the Agreement) on the date of publication of such amendment notice. The Client may raise written objection within fourteen (14) days after the publication of such amendment notice at the Company's Website. Failing which, it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

本公司可把修訂通知及修改後之本協議刊載於本公司網站內。本公司會通知客戶新的修訂,而客戶可不時登入本公司網站以獲得最新之本協議並需細閱其條款。該修訂、刪除、取替或增加的條款將於本公司網站刊載修訂通知當日生效,並被視為納入本協議內。客戶可於修訂通知在本公司網站上刊載當日後十四天內以書面向本公司提出反對。否則被視為接受該修訂、刪除、取替或增加的條款。

25.3 The Company may notify the Client of any variation of the terms of this Agreement in accordance with Clause 18 or in such other manner as the Company may determine.

本公司可按照第18條的規定或本公司決定的其他方式,將本協議條款的任何變更通知客戶。

26. Risk Disclosure Statement

風險披露聲明書

The Client hereby understands and acknowledges: -

客戶明白及承認:-

(1) that in respect of securities trading:

有關證券買賣

the prices of securities can and do fluctuate, sometimes dramatically, and any individual security may experience upwards or downwards movements, and may even become valueless and that there is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities;

證券價格可能及必定會波動,任何個別證券的價格皆可上升或下跌,甚至可能變成毫無價值。買賣證券不一定獲利,而且存在著可能損失的風險,客戶願意承擔此等風險;

(2) that in respect of margin financing:

有關孖展融資

the risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the Company. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client 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, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Client's account and interest charged on the Client's account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's 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。客戶所蒙受的虧蝕可能會超過客戶存放於本公司作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示,例如"止蝕",或"限價"指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款項或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款項或利息,客戶的抵押品可能會在未經客戶的同意下被出售。此外,客戶將要為客戶的帳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,客戶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客戶;

(3) that in respect of trading Growth Enterprise Market (GEM) stocks: -

有關買賣創業板股份:-

(i) such stocks involve a high investment risk and, in particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability and GEM stocks may be very volatile and illiquid and that the Client shall make the decision to invest only after due and careful consideration;

此等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。客戶會在審慎及仔細考慮後,才作出有關的投資決定;

- (ii) the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;
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；
 - (iii) the current information on GEM stocks may only be found on the internet website operated by the Exchange and GEM Companies are usually not required to issue paid announcements in gazetted newspapers;
現時有關創業板股份的資料只可以在聯交所操作的互聯網網站上找到。創業板上市公司一般無須在憲報指定的報章刊登付費公告；
 - (iv) The Client should seek independent professional advice if the Client is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks;
假如客戶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；
- (4) that in respect of trading securities denominated in Renminbi (“RMB”): -
有關買賣人民幣計值證券:-
- (i) such securities are subject to exchange rate fluctuations which may provide both opportunities and risks. The fluctuations in the exchange rate of RMB may result in losses in the event that the Client converts RMB into Hong Kong dollars (“HKD”) or other foreign currencies.
人民幣證券受匯率波動影響，而匯率波動可能產生機會或風險。客戶如將人民幣兌換為港幣或其他外幣時，可能受人民幣匯率波動影響而招致損失。
 - (ii) currently, RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. The Client should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit.
目前人民幣並非完全可自由兌換，而通過銀行進行人民幣兌換亦受每日限額限制及不時適用的其他限制。客戶務須留意不時適用的有關兌換的限制及其變動。如客戶需兌換的人民幣金額超過每日限額，須預留時間以備兌換。
 - (iii) the Client should open RMB bank accounts for money settlement purpose if the Client wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.
客戶如希望透過銀行收取人民幣款項（例如售賣收益及股息），應開立人民幣銀行戶口作交收之用。
 - (iv) any RMB conversion in relation to a RMB securities transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the Exchange at 11:00am or other time as stipulated by the Exchange on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by the Company as a principal according to the prevailing exchange rate.
結單及成交單據所示任何與人民幣證券交易有關的人民幣兌換乃基於交易所在有關交易日上午十一時正或交易所不時規定的其他時間就該貨幣所提供的現行匯率而進行。但是，實際於交收或其他兌換日進行的人民幣兌換將由本公司以主事人的身份按市場當時通行匯率而決定之匯率進行。
 - (v) if the Client provides a settlement sum in a currency other than RMB, the Company will convert the settlement sum to RMB at the exchange rate determined by the Company as a principal according to the prevailing exchange rate.
如客戶提供用於交收之款額為人民幣以外之貨幣，本公司將以主事人的身份按市場當時通行匯率以其所決定之匯率將交收之款額兌換為人民幣。
 - (vi) such securities will be traded and settled in RMB. However, all trading related fees (including stamp duty, transaction levy and the Exchange trading fees) shall be payable to Inland Revenue Department and Exchange by the Company, as the case maybe, on behalf of the Client in HKD. If the settlement sum in RMB, the Company shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the

trading related fees shall be for the account of the Company instead of the Client. The Client shall not have any rights to claim any gain arising from such currency conversion.

人民幣證券將以人民幣交易及交收，但是所有交易相關費用（包括印花稅、交易徵費及交易所交易費）均會由本公司代表客戶以港幣支付予稅務局及交易所（視情況而定）。在人民幣交收款額中，本公司會將相當於交易相關費用的款額兌換成港元以作交收之用。就交易相關費用的外匯兌換所產生的任何收益或虧損應由本公司（而非客戶）負責。客戶無權就上述貨幣兌換產生的任何收益作出任何索償。

(5) that in respect of trading exchange-traded derivative products (including but not limited to Derivative Warrants (DW), Callable Bull/Bear Contracts (CBBC), Inline Warrants and Exchanged Traded Fund (ETF)): -
有關買賣交易所買賣衍生產品（包括但不限衍生權證、牛熊證、界內證及交易所買賣基金）:-

(i) Exchange-traded derivative products may not be suitable for the Client as they can be complex and carry with them substantial risk of loss. The Client should:

由於交易所買賣衍生產品交易甚為複雜，會有鉅額虧損風險，因此可能並不適合客戶。客戶應：

(a) study and understand the structure and nature of the exchange-traded derivative products before placing any orders;

在下訂單前研究及了解衍生產品的結構及性質；

(b) carefully assessing among other things the direction, timing and magnitude of the potential future changes in the price or level of the underlying asset or instrument or other benchmark before making any investment, as the return of any such investment may be dependent upon such changes. However, risks associated with trading in exchange-traded derivative products are not and should not be presumed to be predictable. The Client should have prior experience with investment in the exchange-traded derivative products and fully understand the associated risks before making a decision to invest in such products and ensure that the products are suitable in light of the Client's financial position, investment objectives and risk appetite. In case of doubt, the Client should seek independent professional advice before invest in any of these products.

小心評估相關資產、工具或其他有關指標的價格或水平的潛在將來變化的方向、時間及大小幅度及其他有關因素之後，才考慮投資交易所買賣衍生產品，因其回報可受此等變化影響。但是，買賣交易所買賣衍生產品所涉及的風險並不是及不應被假設是可預期的。客戶應具備投資交易所買賣衍生產品的經驗，並在作出投資該等產品的決定前完全了解相關風險，確保該等產品適合其財政狀況、投資目標及風險承擔。如有疑問，客戶應在投資任何該等產品前徵詢專業意見。

(ii) since exchange-traded derivative products are not asset backed and Clients will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer, in the event that a exchange-traded derivative product issuer becomes insolvent and defaults on their issued products, the Clients may lose their entire investment as. Clients should therefore pay close attention to the financial strength and credit worthiness of exchange-traded derivative product issuers.

由於交易所買賣衍生產品並沒有資產擔保，客戶只被視為無抵押債權人並對發行商任何資產均無優先索償權，若發行商破產而未能履行其對所發行產品的責任，客戶或會因而損失其全部投資。因此，客戶須特別留意交易所買賣衍生產品發行商的財力及信用。

(iii) Exchange-traded derivative products such as DWs, CBBCs and Inline Warrants are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients 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衍生權證、牛熊證及界內證均為槓桿產品，其價值可按其相對於相關資產的槓桿比率而快速改變。客戶須留意，交易所買賣衍生產品的價值可跌至零，令當初的投資全數虧蝕。

(iv) Exchange-traded derivative products have limited life and will expire upon maturity. The time value of exchange-traded derivative products decreases over time and becomes worthless upon maturity, resulting in a total loss of investment capital. Clients should aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

交易所買賣衍生產品是有限期的及將於到期日失效。交易所買賣衍生產品的時間值會隨時間而遞減，並於到期日時變成完全沒有價值，造成投資本金全數虧蝕。客戶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其交易策略。

- (v) price volatilities of exchange-traded derivative products are much higher than that of their underlying assets. The prices of exchange-traded derivative products are determined by a number of factors, including but not limited to interest rate, time to maturity of the exchange-traded derivative products, the underlying asset price that the exchange-traded derivative products are linked to, the volatility of underlying asset price, the liquidity of the underlying securities etc. A small movement of these factors may result in a drastic price change of the exchange-traded derivative products. When two or more factors are exerting effects on a exchange-traded derivative product simultaneously, the price of the exchange-traded derivative product may become unpredictable.
交易所買賣衍生產品的價格波幅遠高於其相關資產的價格波幅。交易所買賣衍生產品的價格會取決於多項因素，包括但不限於利率、距離交易所買賣衍生產品到期的剩餘時間、相關資產的價格、與交易所買賣衍生產品聯繫的相關資產價格的波幅、相關證券的流通量等。這些因素的輕微波動，可能導致交易所買賣衍生產品的價格大幅改變。當兩個或以上的因素同時對交易所買賣衍生產品行使效力，交易所買賣衍生產品的價格可能會難以預測。
- (vi) clients trading exchange-traded derivative products with underlying assets not denominated in Hong Kong dollars are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the return of the investment.
若客戶所買賣的交易所買賣衍生產品的相關資產並非以港元為單位，客戶尚需面對外匯風險。匯率變動可為客戶的投資帶來不利影響。
- (vii) Exchange-traded derivative products can be illiquid. Trading in exchange-traded derivative products will be suspended if the trading in their underlying assets is suspended. The liquidity provider may be the only market participant for the exchange-traded derivative products and therefore the secondary market for the exchange-traded derivative products may be limited. There is no guarantee that the Client will be able to liquidate the Client's position whenever the Client wishes.
交易所買賣衍生產品有機會流通量不足。若交易所買賣衍生產品的相關資產暫停買賣，交易所買賣衍生產品的交易亦可能會被暫停。流通量提供者有可能是該交易所買賣衍生產品的唯一市場參與者，因此交易所買賣衍生產品的二手市場可能是有限的。客戶不獲保證可隨時按其意願平倉。
- (6) that in respect of Over-the-counter Derivative Transactions:
有關於場外衍生工具交易的額外風險披露
- (i) in addition to those risks as stated in (5) above, Over-the-counter or off-exchange derivative transactions ("OTC Derivative Transactions") involve a variety of significant risks. The specific risks presented by a particular OTC Derivative Transaction will necessarily depend upon the terms and conditions of the transaction. In general, all OTC Derivative Transactions involve some combinations of market risk, credit risk, funding risk, operational risk, country risk and other market risks. There may be other significant risks that the Client should carefully consider the nature and terms of a specific transaction. In particular, highly customized OTC Derivative Transactions may increase liquidity risk and introduce other significant risk factors of a complex character. Highly leveraged transactions may also experience substantial gains or losses in value as a result of relatively small changes in the price or level of underlying asset or instrument or related market factors.
除上述(5)段風險外，場外衍生工具交易涉及多種不同的重大風險。某宗場外衍生工具交易所帶來的風險，乃必然地視乎該宗交易本身的條款。一般而言，所有場外衍生工具交易涉及市場風險、信貸風險、融資風險、運作上的風險、國家風險及其他市場風險。基於某宗特定交易的條款，客戶應當考慮其他重大的風險。特別是極為度身訂造的場外衍生工具交易，它們或會增加流通性風險及帶來其他複雜性質的重大風險因素。高度槓桿的交易或會由於相關資產或工具的價格或水平或相關市場因素較小的變化，而帶來重大的收益或虧損。
- (ii) in evaluating the risks and contractual obligations associated with a particular OTC Derivative Transaction, the Client should also consider that an OTC Derivative Transaction may be modified or terminated only by mutual consent of the parties and subject to agreement on individually negotiated terms. Accordingly, it may or may not be possible for the Client to modify, terminate or offset the Client's obligations or the Client's exposure to the risks associated with a transaction prior to its scheduled termination date. Even if there is a provision for early redemption or unwinding the contract prior to the maturity date under the terms of such derivative transaction, there may be a substantial cost for such early redemption or unwinding.
在衡量某宗場外衍生工具交易所帶來的風險及合約責任時，客戶應當同時考慮該宗交易的被修改或終止，可能須要立約人相互的同意及受限於個別地談判的條款所達成的協定。因此，在有

關合約約定的終止日前，客戶或會可以或不可以修改、終止或抵償客戶的有關責任或客戶所須承受的風險。就算在該項交易有提早贖回或提早取消交易的條款，亦可能付上重大費用。

(7) that in respect of trading derivative warrants (DWs):
有關買賣衍生權證

DWs are instruments which give Clients the rights, but not obligation, to purchase or sell the underlying asset at a predetermined price on or before a specified date. DWs could be illiquid. Liquidity provider of a DW is not obligated to provide bid quote for that DW if the liquidity provider determines the fair value of that DW falls below HK\$0.01. DW may have no value upon expiry. The Client may have to hold that DW until it expires and the Client may lose all his investment capital.

有關買賣衍生權證，衍生權證是一項投資工具，予以投資者權利（但非責任）在指定日期或之前以預定價格購入或出售相關資產。衍生權證有機會流通量不足。當衍生權證流通量提供者認為衍生權證的公平價值為低於HK\$0.01，流通量提供者沒有責任提供衍生權證買盤價。有關衍生權證在到期時可能會完全沒有價值。客戶可能需持有該衍生權證直至到期，客戶並可能損失全部投資本金。

(8) that in respect of trading Callable Bull/Bear Contracts (CBBC): -
有關買賣牛熊證:-

- (i) a CBBC has a fixed expiry date and closely tracks the performance of an underlying asset (for example, a share, index, commodity or currency) without requiring Clients to pay the full price required to own the actual asset. It can be a bull or bear contract allowing the Client to take a bullish or a bearish position on the underlying asset.

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）的表現而毋須支付購入實際資產的全數金額。牛熊證有牛證和熊證之分，客戶可以看好或看淡相關資產而分別選擇購入牛證或熊證。

- (ii) CBBCs have an intraday “knockout” or a mandatory call feature. A CBBC will be cease trading and called by the product issuer when the underlying asset value equals the mandatory call price/ level as stated in the listing documents. Once it is called, the contract cannot be revived and the Clients will not benefit even if the underlying asset bounces back to a favorable position. Any trades executed after this mandatory call event will not be recognized and will be cancelled. The Clients will only be entitled to the residual value of the terminated CBBC as calculated by the product issuer in accordance with the listing documents. The residual value can be zero, and the Clients may lose all of their investments in the CBBCs. The Clients should exercise special caution when the CBBC is trading close to its call price.

牛熊證有可以即日「取消」或強制收回的特色。若牛熊證的相關資產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。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，客戶亦不會因此獲利。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。屆時，客戶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。而剩餘價值可以是零。當牛熊證接近其贖回價時，客戶應特別審慎。

- (iii) the issue price of CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, Clients will lose the funding costs for the entire lifespan of the CBBC. 牛熊證的發行價已包括融資成本。融資成本會隨牛熊證接近到期日而逐漸減少。牛熊證的年期愈長，總融資成本愈高。若牛熊證被收回，客戶即損失牛熊證整個有效期的融資成本。

- (iv) although CBBC have liquidity providers, there is no guarantee that Clients will be able to buy or sell CBBC at their target prices any time they wish. (即使牛熊證設有流通量提供者，客戶不獲保證可以隨時按其意願以其目標價買入或沽出牛熊證。

(9) that in respect of trading Inline Warrant: -
有關買賣界內證:-

- (i) Inline Warrants are a type of structured product that entitle the investors to receive a pre-determined fixed payment at expiry, depending on whether the underlying falls at or within (i.e. In-The-Range) or outside (i.e. Out-of-The-Range) the Upper and Lower Strikes at expiry

界內證類屬結構性產品，使投資者可於到期時獲得預定的固定收益，而具體收益取決於相關資產價格¹在到期日是在上限價及下限價之內（界內）或之外（界外）

- (ii) an Inline Warrant has a fixed expiry date and closely tracks the performance of an underlying asset (for example, a share, index, commodity or currency) without requiring Clients to pay the full price required to own the actual asset.
界內證設有固定到期日，並緊貼相關資產（例如股票、指數、商品及貨幣）的表現而毋須支付購入實際資產的全數金額。
- (iii) Inline warrants depend on fluctuations in the price of a certain underlying. The products are offered with upper and lower knock-out barriers — maximum and minimum price thresholds that the underlying must not breach for the duration of the contract. This creates a corridor within which the underlying price must remain in order for the warrant to pay out upon maturity. There are two possible outcomes:
界內證依據相關資產的價格波動。此產品設有上限價及下限價—在合約期內最高及最低價格幅度不能超越此界限。這樣便會產生一個價格區間，界內證於結算時需處於此區間內才能獲得結算金額。
- (iv) Scenario 1: The underlying price remains within the corridor created by the upper and lower knock-out barrier and a higher fixed redemption is paid out to the holder at maturity.
情景1.：相關資產的價格於結算時處於由上限價及下限價組成的價格區間之內，一個較高的固定結算金額將會支付給持有者。

Scenario 2: The underlying price remains within the corridor created by the upper and lower knock-out barrier and a lower fixed redemption is paid out to the holder at maturity
情景2.：相關資產的價格於結算時超出由上限價及下限價組成的價格區間，一個較低的固定結算金額將會支付給持有者。
- (v) although Inline Warrants have liquidity providers, there is no guarantee that Clients will be able to buy or sell CBBC at their target prices any time they wish.
即使界內證設有流通量提供者，客戶不獲保證可以隨時按其意願以其目標價買入或沽出界內證。
- (10) that in respect of trading Exchanged Traded Fund (“ETF”): -
有關買賣交易所買賣基金:-
- (i) ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Clients must be prepared to bear the risk of loss and volatility associated with the underlying asset pool or index or market.
交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別(如股票、債券或商品) 的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。客戶必須要有因為相關資產組合或指數或市場的波動而蒙受損失的準備。
- (ii) clients are exposed to the political, economic, currency and other risks related to the underlying asset pool or index or market that the ETF tracks.
客戶須承受與交易所買賣基金 相關資產組合或指數或市場有關的政治、經濟、貨幣及其他風險。
- (iii) clients may exposed to tracking errors (i.e. the disparity in performance between an ETF and its underlying asset pool or index or market), due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.
交易所買賣基金可能有追蹤誤差（即交易所買賣基金之表現與相關資產組合或指數或市場的表現脫節），原因可能是模擬策略失效、匯率、收費及其他因素。
- (iv) (where an ETF invests in derivatives (i.e. Synthetic ETF) or by using total return swaps to replicate the index performance, customers are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index. A synthetic ETF may suffer losses equal to the full value of the derivatives issued by the counter party upon its default or if such counterparty fail to honour their contractual commitments. A higher liquidity risk is involved if a synthetic ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses.
若交易所買賣基金透過買入衍生工具（即合成交易所買賣基金）或利用總回報掉期以複製相關指數的表現，客戶也要承受發行有關衍生工具的交易對手的信貸風險。這類合成交易所買賣基

金或會因交易對手違責或未能履行其合約承諾而蒙受損失，虧損金額可高達衍生工具的全部價值。若合成交易所買賣基金涉及的衍生工具沒有活躍的二手市場，流動性風險會較高；而衍生工具的買賣差價較大，亦會引致虧損。

- (v) where the underlying asset pool/index/market that the ETF tracks is 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. Clients who buy an ETF at a premium or sells when the market price is at a discount to NAV, may sustain losses.

若交易所買賣基金所追蹤的資產組合或指數或市場對客戶的參與設有限制，則為使交易所買賣基金的價格與其資產淨值一致的增設或贖回單位機制的效能可能會受到影響，令交易所買賣基金的價格相對其資產淨值出現溢價或折讓。客戶若以溢價買入交易所買賣基金，或於市價較資產淨值折讓時出售交易所買賣基金，客戶可能蒙受損失。

- (vi) no assurance can be given that the performance of an ETF will be identical to the performance of the underlying index due to many factors.

在不同因素影響下，交易所買賣基金之表現並不獲保證會與所追蹤的指數的表現一致。

- (vii) the market price of ETF could be higher or lower than its NAV due to market demand and supply, liquidity and scale of trading spread in the secondary market and will fluctuate during the trading day.

交易所買賣基金的市價可受二手市場中市場供求、交易所買賣基金之流通量及買賣價差等因素影響，而可高於或低於其資產淨值。而交易所買賣基金的市價亦將會於交易日內不斷波動。

- (viii) even where collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There may be a further risk that the market value of the collateral has fallen substantially when the ETF seeks to realize the collateral.

交易所買賣基金即使取得抵押品，也需依靠抵押品提供者履行責任。此外，當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。

- (11) that in respect of trading rights issue:

有關買賣供股權益:-

for exercising and trading of the right issue, Clients have to pay attention to the deadline and other timelines. Rights issues that are not exercised will have no value upon expiry. But if Clients decide to let the rights lapse, then Clients will not need to take any action unless Clients want to sell the rights in the market. In that case, the rights must be sold during the specified trading period within the subscription period, after which they will become worthless. If Clients pass up the rights, the shareholding in the expanded capital of the company will be diluted.

若客戶要行使及買賣供股權益，應留意有關的期限。未被行使的供股權益在到期時將沒有任何價值。但若客戶決定不行使供股權益，除非客戶打算在市場上轉讓這項權利，否則無需採取任何行動。如要轉售供股權益，應留意認購期內設有指定的買賣期，在此之後供股權益將會變得毫無價值。若客戶決定放棄供股權益，其持股比例將會因應公司增發新股而被攤薄。

- (12) that in respect of depositing cash and property:

有關存放現金及財產

there may be risks in leaving assets in the Company's safekeeping, for example, if the Company is holding the Client's assets and the Company become insolvent, the Client may experience significant delay in recovering the assets except in accordance with specific legislation or local rules or applicable laws and regulations of the relevant overseas jurisdiction (if held outside Hong Kong) which may be different from the Securities and Futures Ordinance (Cap. 571) and may possible be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall and these are risks that the Client is prepared to accept;

存放款項或其他財產與本公司保管可能存在風險，若是本公司持有該款項或財產而無力償債時，客戶將有機會被延誤回收該等款項或財產，並可能須受限於具體法例規定或當地的規則（若是存放在香港以外），而當地法例或規則不同於《證券及期貨條例》（第571章），只可收回按比例分配得來的款項或其他財產；

- (13) that in respect of receiving or holding the Client's assets outside Hong Kong:

有關在香港以外地區收取或持有客戶資產

as stated in sub-paragraph (4) above, the Client's assets received or held by the Company outside Hong Kong are subject to applicable laws and regulations of the relevant jurisdiction which may be different from the

Securities and Futures Ordinance (Cap. 571) and the rules made thereafter, consequently, the Client's assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong; 如上(4)所述，本公司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）及根據該條例制定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。

(14) that in respect of providing an authority to repledge the Client's securities collateral: -
有關提供客戶的證券抵押品等再質押的授權書： -

(i) there are risks if the Client provides the Company with an authority that allows the Company to lend the Client's securities to or deposit them with certain third parties under section 7 of the Securities and Futures (Client Securities) Rules and the related rules and regulations, as shall be amended from time to time. This is allowed only if the Client consents in writing. The consent must specify the period for which it is current, which cannot exceed 12 months;

客戶向本公司提供授權書，容許本公司根據將不時修定之證券及期貨（客戶證券）規則第7條及有關規則及規例，將客戶的證券借出予或存放於第三方，存在一定風險。該項允許僅限於客戶已就此給予書面同意的情況下方為有效。上述書面同意必須指明有效期，而該段有效期不得超逾12個月；

(ii) The Client is not required by law to sign these authorities. But an authority may be required by the Company, for example, to facilitate margin lending to the Client or to allow the Client's securities to be loaned to or deposited as collateral with third parties. The Company should explain to the Client the purposes for which one of these authorities is to be used;

現時並無任何法例規定客戶必須簽署這些授權書。然而，本公司可能需要授權書，以便例如向客戶提供保證金貸款或獲許將有關客戶的證券借出予第三方或作為抵押品存放於第三方。本公司應向客戶闡釋將為何種目的而使用授權書；

(iii) if the Client signs one of these authorities and the Client's securities are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities. Although the Company is responsible to the Client for the Client's securities lent or deposited under the authority, a default by the Company could result in the loss of the Client's securities;

倘若客戶簽署授權書，而客戶的證券已借出予或存放於第三方，該等證券第三方將對客戶的證券具有留置權或作出押記。雖然本公司根據該授權書而借出或存放屬於客戶的證券須對客戶負責，但本公司的失責行為可能會導致客戶損失客戶的證券；

(iv) a cash account not involving securities borrowing and lending is also available. If the Client do not require margin facilities or do not wish the Client's securities to be lent or pledged, the Client will open a cash account;

本公司亦提供不涉及證券借貸的現金帳戶。假如客戶毋需使用保證金貸款，或不希望本身證券被借出或遭抵押，客戶只開立該等現金帳戶；

(15) that in respect of trading Nasdaq-Amex securities at the Exchange:

有關聯交所買賣納斯達克

(i) the securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors and that the Client shall consult the Client's licensed or registered person and become familiarized with the PP before trading in the PP securities since the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the Exchange; and

有關聯交所買賣納斯達克，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。客戶在買賣該項試驗計劃的證券之前，會先諮詢持牌人或註冊人的意見和熟悉該項試驗計劃。客戶知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主板或創業板作第一或第二上市的證券類別加以監管；及

(ii) that before the Client begins to trade, the Client should obtain a clear explanation of all commission, fees and other charges for which the Client will be liable, since these charges will affect the Client's net profit (if any) or increase the Client's loss.

在開始交易之前，客戶先要清楚瞭解客戶必須繳付的所有佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。

27. Standing Authority for Client Money and Client Securities

客戶款項及客戶證券的常設授權

- (1) Unless otherwise defined, the terms used in this Authority shall have the same meanings as in the Securities and Futures Ordinance, the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules, Options Trading Rules of SEHK, Rules of SEOC as amended from time to time.
除非另有說明，本授權書之名詞與《證券及期貨條例》、《證券及期貨（客戶款項）規則》、《證券及期貨（客戶證券）規則》、《聯交所期權交易規則》、《聯交所規則》及《期權結算公司規則》不時修訂之定義具有相同意思。
- (2) The Client(s) acknowledge that the Client's assets (including Monies) 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.
客戶確認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 條）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。
- (3) The Client(s) hereby agree to indemnify, and to keep indemnified the Company from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority. This indemnity shall survive the revocation of this Authority.
客戶謹此同意就本公司，因執行上述授權而可能產生、蒙受及／或承受一切虧損、損失、利息、費用、開支、法律訴訟、付款要求索償等向本公司作出賠償，並保障本公司免受損害。本授權被撤銷後仍繼續生效。
- (4) The Authority under this Clause shall be valid for a period of 12 months from the date of the account opening and may be extended from year to year by written notice and confirmation issued by the Company until revocation of this Authority. The Client(s) can revoke this Authority by sending a 14 days prior notice in writing to the Company. The notice period shall run from the date the Company has actually received such written notice. Subject to applicable laws, such revocation shall not affect any above transfer made prior to such revocation becoming effective.
本條的授權將於開戶日期起 12 個月內有效及可由本公司發出書面通知及確認而每年續延至本授權書被撤銷為止。客戶在給予本公司 14 日事前通知書便可撤銷本授權書。通知期由本公司確實收到該通知書當日起計。在受制於適用法律下，該撤銷將不會影響任何上述於該撤銷生效前已作出之資金轉戶。
- (5) The Client(s) acknowledge and agree that this Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least fourteen (14) days prior to the expiry date of this Authority, and the Client does not object to such deemed renewal before such expiry date.
客戶確認並同意，本公司若在本授權的有效期屆滿前 14 日之前向客戶發出通知，提醒客戶本授權即將屆滿，而客戶沒有在授權屆滿前反對此授權續期，本授權應當作在不需要客戶以書面同意下按持續的基準已被續期。
- (6) Standing Authority for Client Securities (applicable to Securities Margin Account only)
客戶證券常設授權（適用於證券保證金帳戶）
- (i) In respect of the treatment of the Client's securities deposited with the Company as collateral, pursuant to section 148 of the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules, the Client hereby authorizes the Company may do any of the following without giving the Client's notice:
就有關一切由本公司代表客戶存於本公司處作為抵押品之證券，根據《證券及期貨條例》第148條及其下之證券及期貨(客戶證券)規則，客戶謹此授權本公司可在無須通知客戶情況下：
- (a) deposit any of the Client's securities with an authorized financial institution (as defined in the Banking Ordinance (Cap 155 of the Laws of Hong Kong) as collateral for financial accommodation provided to ZSL;
將任何客戶的證券存於認可財務機構（見《銀行業條例》（香港法例第 155 章）的定義），作為該機構向本公司提供財務通融之抵押品；
- (b) apply the securities or securities collateral pursuant to securities borrowing and lending agreement;
根據證券借貸協議規定使用證券或證券抵押品；

- (c) deposit the securities collateral with a recognized clearing house (as defined in the Securities and Futures Ordinance) or an intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities.
將證券抵押品存放於認可結算所（定義見《證券及期貨條例》）或其他持牌中介人或獲發牌從事證券交易的中介人，作為解除和清償本公司結算義務和責任的抵押品。
- (ii) The Client acknowledges that this Authority shall not affect the the Company's right to dispose of the Client's securities in settlement of:
客戶確認本授權書不影響本公司為以下目的而處置客戶的證券的權利：
- (a) the Client's obligation to maintain the Margin (as defined in the Client Agreement);
履行客戶維持保證金的義務(根據<客戶協議書>所作之定義)；
- (b) any of the Client's liability to settle a transaction in securities and/or to repay or discharge the financial accommodation provided by the Company;
履行客戶就某證券交易進行交收及／或付還或解除由本公司所提供的財務通融的法律責任；
- (c) any of the Client's liability owed to the Company for dealing in securities which remains outstanding after the Company have disposed of all other assets designated as collateral for securing the settlement of that liability.
履行客戶就證券交易而對本公司負有的法律責任，而該法律責任是指在本公司已將指定作為保證履行該法律責任的抵押品的所有其他資產處置後仍未履行的法律責任。
- (iii) Client(s) confirm that the Company may refuse to draw on the facility granted to me to settle any transaction if client(s) do not give any authorization required under any applicable laws, rules or regulations. Client(s) confirm that the above authorizations are transferable by the Company or the Company's assigns.
客戶確認若客戶未依據任何適用法律、規則或法規的規定授予任何必要授權，則本公司可拒絕向客戶提供清償任何交易所需的任何融資。客戶確認上述授權可由本公司或本公司的受讓人作出轉讓。
- (iv) Client(s) understand that if the Company lends or deposits any securities in the Margin Account to a third party, the return of such securities may be subject to the Company discharging its obligations to such third party.
客戶理解若將保證金帳戶中的任何證券出借給第三方或存放在第三方處，則此類證券的歸還將取決於本公司對此等第三方所承擔責任的履行情況。
- (7) For Authorization as to Transfer of Securities (applicable to Global Stock Account and Stock Options Account only)
有關股票調配授權（適用於環球證券帳戶及股票期權帳戶）
- (i) In respect of the management of and dealing in the Foreign Securities (as defined in the Margin Client's Agreement as the case may be) in the Client's Account, the Client hereby give this Authority to the Company in relation to the Client Securities:
有關客戶賬戶的外地證券（保證金客戶協議書中所界定，視乎具體情況而定）之交易及管理，客戶謹此授權本公司處理有關客戶在外地的客戶證券交易事宜：
- (a) the Client hereby authorizes the Company, in the Company's sole discretion, without having to provide the Client with any prior notice or to obtain the prior confirmation and/or direction of the Client to deposit the Client's Foreign Securities to a licensed securities broker or custodian nominated by the Company ("the Custodian") and to be held by the Custodian from time to time.
客戶謹此授權本公司酌情處理客戶之外地證券以作不時之存放及持有於本公司委任之持牌證券經紀或託管人（“託管人”）。
- (b) this Authority does not cover any consideration the Client must pay or be paid for the depositing any of the Foreign Securities of the Client. Any such consideration must be set out in a separate agreement between the Client and the Company.

本授權書並不涉及就本公司存放客戶任何外地證券而須支付或收取的任何代價。任何代價均須由客戶與本公司另行簽約訂明。

- (c) until further notice, the Client's Foreign Securities in the Account will be carried by the Custodian. In the event that the Custodian acts as custodian for the securities and other property in relation to Foreign Securities in the Account, the Company or the Custodian through the Company are authorized, subject to Client's instructions, to register such securities in its name or the name of the Company or the Custodian or their nominees, or cause such Foreign Securities to be registered in the name of or the nominee of a recognized depository or clearing organization. The Client understands and acknowledges that when the Company or the Custodian holds on Client's behalf the Foreign Securities which are callable in part by issuer, such securities will be subject to the Company or its impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for the Company or the Custodian. The Client further understands that the Company or the Custodian will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. The Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between the Company or the Custodian and the Client. The Company or the Custodian are authorized to withdraw Foreign Securities sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as the Client may direct. The Company or the Custodian are further authorized to collect all income and other payments which may become due on the Client's Foreign Securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by the Client that although the Company or the Custodian will use reasonable efforts to effect the authorization set forth in the preceding sentence, the Company or the Custodian will incur no liability for the Company's or the Custodian's failure to effect the same.

客戶的外地證券將由託管人所持有，直至另行通知。當託管人為外地證券及其他有關外地證券的財產之託管人時，本公司及託管人將被授權，在受管制於客戶指示下，將該等外地證券以本公司或託管人或其任命人的名義登記或致使該等外地證券以認可託管或結算機構名義登記。客戶明白及確認當本公司或託管人代客持有的外地證券為可部分通知贖回證券，該等證券將受制於本公司或其公平的抽籤分配系統，將客戶的證券在本公司或託管人的整體持有中分配。客戶再明白本公司或託管人將在該等證券贖回前由保管人提取該等證券，除非該保管人已採用適用於所有參與者的公平抽籤分配系統。客戶在部分贖回通知前提取未贖回的證券，將受制於符合適用的保證金要求及客戶與本公司或託管人的合約條款。本公司或託管人被授權提取已沽或其他出售，及將有關出售的得益存入客戶賬戶或其他客戶指定方式處理外地證券。本公司或託管人再被授權收集有關客戶的外地證券的所有收入及其他可收的付款，可交出證券以取得終期付款及其贖回及將臨時證書交換成正式證書，或如股票面值有變，交換新的證書。客戶明白及同意，雖然本公司或託管人將以合理地盡力完成上一句子的授權，本公司或託管人將不因為本公司或託管人的失誤負上任何責任。

- (d) the Client declares, undertakes and warrants that the Client has the absolute ownership of the Client's Foreign Securities free from all liens, charges and encumbrances during the continuance in force of this Authority save and except for those stipulated in the Margin Client's Agreement, if applicable.

客戶聲明、承諾及保證在本授權之有效期內客戶是為客戶證券之絕對擁有人及其不會受制於任何種類的留置權、抵押或產權負擔，在保證金客戶協議書所載除外（如適用）。

- (ii) In respect of the treatment of the Client's securities or securities collateral in relation to Exchange Traded Options Business (as defines in the Options Trading Rules of SEHK), the Client hereby authorizes the Company to deposit any of the Client's securities with the SEOCH as SEOCH collateral in respect of Exchange Traded Options Business resulting from the Client's instructions to the Company. The Company may do any of these things without giving the Client notice. The Client acknowledges that this Authority shall not affect the Company's right to dispose or initiate a disposal by the Company's associated entity of the Client's securities or securities collateral in settlement of any liability owed by or on behalf of the Client to the Company, the associated entity or a third person. 就有關在交易所交易的期權業務（如聯交所期權交易規則所定義）處置客戶之證券，客戶謹此

授權本公司就由於客戶之指示經本公司進行在交易所交易的期權業務，客戶授權本公司將客戶的證券存放於期權結算公司，作為期權結算公司抵押品。本公司可不向客戶發出通知而採取上述行動。客戶確認本授權不影響本公司為解除由或代客戶對本公司、本公司之聯繫實體或第三者所負的法律責任，而處置或促使本公司的聯繫實體處置客戶之證券或證券抵押品的權利。

- (iii) This Authority is given to the Company in consideration of the Company's agreeing to continue to maintain the Global Stock account and/or Stock Options account for the Client.
此賦予本公司之授權乃鑒於本公司同意繼續維持客戶之環球證券帳戶及／或股票期權帳戶。
- (iv) The Client fully understands that a third party may have rights to the Client's securities and/or Foreign Securities which the Company must satisfy before the Client's Securities can be returned to the Client.
客戶完全明白客戶的證券及／或外地證券可能受制於第三者之權利，本公司須全數抵償該等權利後，方可將客戶的證券退回客戶。

(8) Standing Authority for Client Money (Applicable to all accounts)

客戶款項常設授權（適用於所有帳戶）：

- (i) The Client(s) hereby authorizes the Company to do any of the following without giving me notice:
本指示授權本公司在無須向本人發出通知的情況下作出以下任何行動：
 - (a) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company and/or any companies within the group of companies (as defined in the Companies Ordinance) to which the Company belongs from time to time and may transfer any sum of Monies to and between such segregated account(s) to satisfy the clients' obligations or liabilities to the group of companies, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and
組合或合併客戶於本公司 及／或任何本公司所屬的集團公司（根據《公司條例》所作之定義）內的成員公司所開設及持有任何獨立帳戶，此等組合或合併活動可以個別地或與其他帳戶聯合進行，可將該等獨立帳戶內任何數額之款項作出轉移，以解除客戶對本公司所屬的集團內任何成員的義務或法律責任，不論此等義務和法律責任是確實或突然的，原有或附帶的、有抵押或無抵押的、共同或分別的；及
 - (b) interchangeably between any of the said segregated account(s).
從任何上述的獨立帳戶之間來回調動。
- (ii) This authority is given to the Company in consideration of its agreeing to continue to maintain one or more trading account(s) at my choice with the Account Opening Form.
本授權的授予建基於本公司同意按客戶在開戶申請表中要求開立的一個或多個交易帳戶開立及持續運作該等帳戶。
- (iii) The Client(s) acknowledge that notwithstanding this Authority, the Company is not obliged to make any transfer abovementioned in the first paragraph hereof, in particular but without prejudice to the generality of the foregoing, if such transfer may result into a breach of any provision of any agreement made or to be made between the Company and the Client(s) (including without limitation the Agreement).
客戶確認，儘管有本授權書，本公司並無責任作出任何以上第一段所述之資金轉戶，尤其(但不影響本段前文之一般性規定為大前提下)若該資金轉戶可能導致違反任何客戶與本公司已簽訂或將會簽訂之協議書(包括不限於「協議書」)內任何條款
- (iv) The Client(s) acknowledge that for overseas market transactions, The Company may need to transfer the entire or part of the client's proposed transaction amount to the client's segregated account (designated as client account or trust account) at local or overseas securities broker to obtain pre-authorization for the transaction. The Company may also continue to hold the proceeds from the sale of stocks in the client's segregated account at the local or overseas securities broker.
客戶確認，就海外市場交易，本公司或需在交易進行前將客戶的全部或部分擬交易金額轉至本地或海外證券經紀商的客戶獨立帳戶(指定為客戶帳戶或信託帳戶)以獲得交易的預先授權，且本公司可繼續在本地或海外證券經紀商的客戶獨立帳戶內存放沽出股票的收益。
- (v) This Authority is given without prejudice to other authorities or rights which the Company and/ or any companies within the group of companies may have in relation to dealing in the Monies in the

segregated accounts.

本授權並不損害本公司及／或本公司集團可享有有關處理該等獨立賬戶內款項的其他授權或權利。

- (vi) Client(s) acknowledge that their assets (including Monies) 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 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.

客戶確認持牌人或註冊人在香港境外代表本人持有或收取的資產（包括款項）均應符合相關海外司法管轄區的適用法律法規規定，而該等法律法規或與《證券及期貨條例》及項下規則有所不同。因此，此類客戶資產或無法享有在香港境內持有或收取該等客戶資產時所能享有的同等保障。

28. Suitability

合適性

If the Company solicits the sale of or recommends any 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 this agreement 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.

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。本協議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。

29. Client Agreement and Acknowledgement for Online Account Opening

網上開戶客戶同意及承認

The Client hereby acknowledges, understands, confirms and agrees that the Client shall input his/her personal information into the designated online account opening form of the Company (including but not limited to the website or the mobile application of the Company) for operating his/her account(s) opened and maintained with the Company by way of electronic means via any electronic device prescribed by the Company (including but not limited to tablet computer or mobile phone) and use the Electronic Signature to sign on the relevant account opening documents and/or agreement(s). The Client hereby acknowledges, understands, confirms and agrees that the Electronic Signature signed by the Client is legally enforceable and shall be governed by the Electronic Transactions Ordinance (Cap. 553). The Client acknowledges, understands, confirms and agrees that all the information to be inputted by way of electronic means shall be automatically transmitted and recorded in the computer system of the Company and such information and records shall be used and relied on by the Company by way of electronic means. The Client hereby acknowledges, understands, confirms and agrees that the Client's signature signed by way of electronic means on the Online Account Opening Form and relevant account opening documents and/or agreement(s) has the same legal effect as the Client's signature signed on Account Opening Form and relevant account opening documents and/or agreement(s) in paper.

客戶謹此確認、承認、明白及同意客戶以本公司指定的電子方式於電子裝置(包括但不限於平板電腦或流動電話)於網上輸入客戶的個人資料於本公司指定的互聯網開戶表格(包括本公司網頁或流動裝置應用程式)以操作客戶開立及維持於本公司的帳戶，並使用電子簽署方式簽署有關開戶文件及/或協議書。客戶謹此確認、承認、明白及同意該電子簽署具有法律效力及受《電子交易條例》(香港法例第553章)管轄。客戶確認、承認、明白及同意所有以電子方式輸入於互聯網開戶表格的資料將自動輸送及記錄於本公司的電腦系統及該等資料及記錄將為本公司操作客戶在本公司的帳戶所使用及依賴，並會作電子方式紀錄。客戶謹此確認、承認、明白及同意客戶以電子方式簽署於本公司之電子開戶表格及/或協議書等同於客戶在紙上之開戶表格及/或協議書上的簽署的法律效力。

30. Interpretation

釋義

In this Agreement unless the context otherwise requires: -

本合約中，除文意另有所指外：-

- (1) The expression "The Client" or "the Clients" or "the Client's" wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership

firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.

"客戶"一詞，若指本協議簽署人是個人者，則包括其本人、其遺囑執行人及遺產管理人；若指眾人，則包括眾人及各自之遺囑執行人及遺產管理人；若指獨資經營商號，則包括該商號主人、其遺囑執行人及遺產管理人、其生意繼承人；若指合夥機構，則包括現時之各合夥人、各自之遺囑執行人及遺產管理人，尚有今後成為合夥人之其他人士及其遺囑執行人及遺產管理人，以及此等合伙生意之繼承人；若指有限公司，包括有限公司之繼承人及受讓人。

- (2) "Correspondent Agent" means anyone (including the incorporated body) who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of Exchange or Clearing House and/or the member of foreign stock exchange and foreign clearing house.
"業務代理"指代表本公司在香港或其他地方進行的交易或結算的代理人，包括交易所或結算所的任何成員；
- (3) "Instructions" means any instructions or orders communicated by the Client or its Authorized Persons to the Company in accordance with Clause 5.1 above.
"指示"指由客戶或其授權人士根據本協議第5.1條規定向本公司發出任何指示或買賣盤。
- (4) "Securities" means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), stock options, warrants, debentures, unit trusts, mutual funds, exchange traded funds, options, derivatives, bonds or notes of, or issued by, anybody, whether incorporated or unincorporated, or of any government or local government authority, as the Company may at the Company's absolute discretion from time to time offer to deal in. For the avoidance of doubt, "Securities" includes "Foreign Securities".
"證券"指各類普遍認為是證券的工具，包括但不限於股份、股票（上市及非上市者）、股票期權、認股權證、債票、信託基金、互惠單位基金、債券或票據由註冊團體、非註冊團體或政府或當地政府發行，由本公司可不時提供來交易者。為免生疑問，"證券"包括"外地證券"。
- (5) "Foreign Securities" means all kinds of securities defined herein which listed in a stock exchange operated in a country or territory outside Hong Kong or all kinds of securities over the counter of foreign markets.
"外地證券"指外地證券交易所介定的所有證券或所有外地場外交易的證券。
- (6) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.
若本合約簽署人由兩名或以上之個人組成，或為一間由兩名或以上人士開設之商號，則本合約涉及本合約簽署人之責任，須由此等人士個別及共同承擔責任。
- (7) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.
凡表示單數之字眼包括複數含義，反之亦然；凡表示陽性之字眼亦包括陰性及中性含義。
- (8) Words importing "persons" shall include limited company (including local and foreign).
字義上所指的"人"（若適用）亦包括有限公司（本港者或海外者）。
- (9) "The Company" means ZH Securities Limited.
"本公司"指中昊證券有限公司。
- (10) "ZSL" means ZH Securities Limited.
"中昊證券"指中昊證券有限公司。
- (11) "The Group", or "Group Companies" including but not limited to all subsidiaries and affiliates of "ZH Securities Limited" and/or all subsidiaries and affiliates of the parent companies. "Group Company" means any one of them.
"本集團"或"中昊集團"包括但不限於"中昊證券有限公司"之子公司及關聯公司及／或其母公司轄下之所有子公司及關聯公司。而"中昊集團"則指他們任何之一。
- (12) "Electronic Signature" is defined in section 2(1) of the Electronic Transactions Ordinance to mean any letters, characters, numbers or other symbols in digital form attached to or logically associated with an electronic record

and executed or adopted for the purpose of authenticating or approving the electronic record.

“電子簽署”在《電子交易條例》第2(1)條的定義為與電子紀錄相連的或在邏輯上相聯的數碼形式的任何字母、字樣、數目字或其他符號，而該等字母、字樣、數目字或其他符號是為認證或承認該紀錄的目的而簽立或採用的。

31. Governing Law 法律

This agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.
本協議之中英文版本文義如有歧義，請以英文版本為準。

INTERNET SECURITIES TRADING AGREEMENT 互聯網證券交易協議書

WHEREAS:

This Internet Trading Agreement is supplemental to the Cash Client's Agreement and /or Margin Client's Agreement entered into by the Company ("the Client Agreement(s)") and the Client to which this Internet Trading Agreement is annexed whereby the Company agrees to provide to the Client with Internet Securities Trading Service which enables the Client to give Internet Securities Trading Instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers or mobile phones, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network ("Internet Securities Trading Service").

鑑於：

本互聯網交易協議乃本公司與客戶所訂立現金客戶協議及／或保證金客戶協議（“客戶協議”）之補充文件，藉此本公司同意向客戶提供互聯網證券交易服務，使客戶能夠透過電腦或電話傳輸方式，在相容的個人、家庭、小型電腦或流動電話，包括能夠連接互聯網電訊網絡並帶解調器、終端機或網絡電腦等設備的互聯網儀器，發出互聯網證券交易指示並獲取報價及其他資訊（“互聯網證券交易服務”）。

Now IT IS HEREBY AGREED as follows:

合約雙方同意下列條款：

1. Interpretation 釋義

1.1 Terms defined in this Internet Trading Agreement have the same meanings as in the Client Agreement(s) unless stated otherwise.

本互聯網交易協議中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:
下列用語，除文意另有所指外，將作如下解釋：

"Customer ID" means the Client's identification, used in conjunction with the Password, to gain access to the Internet Securities Trading Service;

「登入號碼」指識別客戶身份的名稱，須配合密碼一起使用以接達有關互聯網證券交易服務；

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

「資訊」指與證券及證券市場有關之任何交易或市場資料、買入及賣出價、新聞報導、第三者分析員的報告、研究資料及其他資訊；

"Password" means the Client's password, used in conjunction with the Customer ID, to gain access to the Internet Securities Trading Service.

「密碼」指客戶的密碼，須配合登入號碼一起使用以接達有關互聯網證券交易服務。

1.3 References to "Instructions" in the Client Agreement(s) are deemed to include Internet Securities Trading instructions given by means of Internet Securities Trading Service.

客戶協議中提及的「指示」將被視為包括通過互聯網證券交易服務發出的互聯網證券交易指示。

2. Using Internet Securities Trading Service

互聯網證券交易服務的使用

2.1 On the issuance by the Company to the Client of its Customer ID and Password, the Internet Securities Trading Service shall be activated and the Company shall notify the Client.

當本公司向客戶發出登入號碼及密碼後，互聯網證券交易服務將被啟動，同時本公司將向客戶發出相應通知。

2.2 The Company is entitled to require the Client to place a cash and/or Securities deposit prior to execution of any Instructions as will be informed by the Company from time to time.

本公司有權要求客戶按本公司不時的通知，在執行其任何指示前存入現金和／或證券。

2.3 The Client hereby agrees that:

客戶同意：

(i) the Client shall use the Internet Securities Trading Service only in accordance with this Internet Trading Agreement, the Client Agreement(s) and the instructions and procedures as set out in the Company's Instruction Manual which is supplied to the Client from time to time;

將只按照本互聯網交易協議、客戶協議及本公司不時提供客戶的用戶指南，所規定的各種指示及程序使用互聯網證券交易服務；

(ii) the Client shall be the only authorized user of the Internet Securities Trading Service;

客戶本人是互聯網證券交易服務的唯一獲授權用戶；

(iii) the Client shall be responsible for the confidentiality and use of its Customer ID and Password;

客戶應對其登入號碼及密碼的保密及使用承擔責任；

(iv) the Client shall be solely responsible for all Instructions entered through the Internet Securities Trading Service using its Customer 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;

客戶應對利用登入號碼及密碼而透過互聯網證券交易服務所輸入的所有指示完全負責，本公司收到的任何指示將被視為由客戶於本公司收到的時間及以收到的形式發出；

(v) the Client shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Customer ID or Password, or the Internet Securities Service or any Information;

如發現登入號碼及密碼有任何遺失，被竊或未經授权使用，客戶應立刻知會本公司；

(vi) the Client shall immediately inform the Company if it becomes aware of any failure by the Client to receive a message that an order initiated by the Client through Internet Securities Trading Service has been received and executed through the Internet Securities Trading Service;

在客戶透過互聯網證券交易服務發出指令後，若客戶獲悉其未能獲取顯示經已接獲及／或執行該指令之訊息，應隨即知會本公司；

(vii) the Client shall provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept Internet Securities Trading communications from the Company at the e-mail address as the Client has specified;

向本公司提供客戶的互聯網證券交易郵件地址，及立刻通知本公司客戶的互聯網證券交易郵件地址的任何改動，並於客戶指定的互聯網證券交易郵件地址接受本公司的互聯網證券交易通訊；

(viii) the Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Internet Securities Trading Service;

本公司可有絕對酌情權，對可透過互聯網證券交易服務發出的指示之種類及指示之價格範圍預以限制；

- (ix) the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Internet Securities Trading Service and authorizes the Company to debit the Client's Account with the same;
客戶同意支付因本公司提供互聯網證券交易服務而須收取的所有訂購費、服務和用戶費（如有的話），並授權本公司可從客戶帳戶中扣除該類款項；
- (x) that the Client shall be bound by any consent the Client gives through the Internet Securities Trading Service for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Internet Securities Trading Service;
客戶應受任何透過互聯網證券交易服務給予本公司，並同意本公司只通過互聯網證券交易服務來向其提供任何通知、結單、交易確認及其他通訊的同意所約束；
- (xi) that the Client shall logoff the Internet Securities Trading Service immediately following the completion of each Internet Securities Trading Service session;
客戶在完成每次互聯網證券交易服務時段後，應立即退出互聯網證券交易服務系統；
- (xii) that the Client shall not use or permit the use of the Information or any part thereof for any illegal purpose;
客戶不得使用或容許使用資訊或其任何部分作任何非法用途；
- (xiii) that the Client shall not disseminate the Information to third parties, and shall solely use the Information or any part thereof for its own use or in the ordinary course of its own business.
客戶不得向第三者散播資訊，同時只容許客戶作本身的用途或在本身業務的正常過程中使用。

2.4 After the giving of an Instruction via the Internet Securities Trading Service, the Client shall check via the Internet Securities Trading Service that its Instruction has been correctly acknowledged by the Company.
客戶通過互聯網證券交易服務發出指示後，應通過互聯網證券交易服務對所發出的指示是否已被本公司正確地確認作出檢查。

2.5 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 Internet Securities Trading 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 an acknowledgement by the Company 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.

在不限制上述的概括性原則下，客戶確認並同意，一旦通過互聯網證券交易服務發出的指示後，未必能夠修改或取消，及指示只有在尚未被本公司執行時方有可能修改或取消，在這種情況下，本公司將盡可能修改或取消指示，但是，儘管本公司已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生，如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

2.6 In the case the Internet Securities Trading Service is not available, the Client shall place its Instructions in accordance with the Clause 5.1 of the Client Agreement(s).
如果互聯網證券交易服務未能使用，客戶將根據客戶協議第5.1條之規定發出指示。

2.7 Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, the Client should ask the firm with which the Client deals for details in this respect.

互聯網證券交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向為客戶進行交易的商號查詢這方面的詳情。

3. Provision of Information 資訊的提供

3.1 The Company may convey Information to the Client by Internet Securities Trading Service. The Client may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and from other third-parties that transmit Information (collectively referred to as the "Information Providers").

本公司可通過互聯網證券交易服務向客戶傳遞資訊，客戶可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為"資訊供應者"）獲得並提供給客戶使用的資訊的一定費用。

3.2 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall:

資訊乃是本公司、資訊供應者或其他人士的財產，受版權保護，客戶應：

- (i) 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; and
在未獲得這些權利擁有人的同意前，不得上載、貼上、複製或分發任何受版權或其他知識產權（以及公開權及私穩權）所保障的任何資訊、軟件或其他資料；及
- (ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
不得將資訊或其中的任何部分用於並非其本身用途或並非其本身日常業務之用途。

3.3 The Client agrees not to:

客戶同意不會：

- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);
在未獲得本公司和有關資訊供應者的明確書面同意之前，以任何方式複製、再發、傳播、出售、分發、出版、廣播、傳閱或在商業用途利用資訊；
- (ii) use the Information for any unlawful purpose;
將資訊用於任何非法目的；
- (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 Exchange.
將資訊或其中的任何部份用於建立、維持或提供、或用於協助建立、維持或提供一個買賣在聯交所上市的證券的交易平臺或交易服務。

3.4 The Client agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Internet Securities Trading Service.

客戶同意將遵守本公司的合理書面要求，以保護資訊供應者及本公司各自在資訊和互聯網證券交易服務中的權利。

3.5 The Clients shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.

客戶將遵守本公司不時作出的有關允許使用資訊的合理指示。

3.6 The Client authorizes the Company to provide information on the Internet Securities Trading Service supplied to the Client hereunder to the Information/Service Provider to enable the Company to comply with the license agreement between the Information/Service Provider and the Company relating to market data feeds.

客戶授權本公司可將提供給客戶的互聯網證券交易服務資訊提供給香港聯合交易所資訊服務有限公司（"資訊服務公司"），從而使本公司能夠遵守資訊服務公司與本公司簽訂的有關市場數據傳送專線許可證協議。

4. Intellectual Property Rights

知識產權

4.1 The Client acknowledges that the Internet Securities Trading Service, and any software comprised in it is proprietary to the Company.

客戶承認，互聯網證券交易服務及其中包括的任何軟件乃屬本公司專有。

4.2 The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part

of the Internet Securities Trading Service or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate this Internet Trading Agreement 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.

客戶保證並承諾，他將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動該等軟件，亦不會試圖在未經授權下接達互聯網證券交易服務或內裏包含的軟件的任何部分，客戶同意，若客戶在任何時候違反了此保證及承諾，或若本公司在任何時候有合理理由懷疑客戶已違反了此保證及承諾，本公司將有權終止本互聯網交易協議。

- 4.3 The Client undertakes to notify the Company immediately if the Client becomes aware that any of the action described in Clause 4.2 hereinabove is being perpetrated by any other person.
客戶保證客戶知道有人作出上述4.2條款之行動時，會馬上通知本公司。

5. Limitation of Liability and Indemnification 責任及賠償限制

- 5.1 The Clients agrees, understands and acknowledges that the Company shall not be liable to the Client if the Client is not able to access its account information or request a transaction through the Internet Securities Trading Service.

客戶明白、同意及承認本公司不會對客戶不能存取客戶之帳戶資料及透過互聯網證券交易服務要求負責。

- 5.2 The Company, its Associates, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:

本公司、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受任何損失、開支、費用或責任概不負責，這些情況（包括但不限於）：

- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, Internet Securities Trading or other systems that are not under their control;
通過不受本公司控制的電話、互聯網證券交易或其系統與本公司進行通訊往來的延誤、失靈或不準確；
- (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;
資訊供應者提供的股市研究、分析、市場數據及其他資訊的延誤、不準確、遺漏或缺乏；
- (iii) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s), and/or account numbers; and
未經授權下進入通訊系統，包括未經授權下使用客戶的接入號碼、密碼、和／或帳戶號碼；及
- (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 acts of God.
戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所被關閉或中斷、惡劣的天氣情況及天災。

- 5.3 The Client agrees to defend, indemnify and hold the Company, its Associates, its Correspondent Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement(s) and this Internet Trading Agreement, applicable securities laws or regulations, 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 this Internet Trading Agreement.

客戶同意，如因客戶違反客戶協議（包括本互聯網交易協議），適用的證券法例或規例、或任何第三者權利包括（但不限於）任何版權侵犯、對任何知識產權的侵犯以及對任何私穩權的侵犯，而使本公司、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支及費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證本公司、其業務代理及資訊供應者不會因此而招致任何損失，即使終止本互聯網交易協議，客戶在此的責任仍然有效。

- 5.4 The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omissions.

客戶接受，儘管本公司已盡力確保所提供資訊準確性和可靠性，本公司並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不確或遺漏而導致的任何損失或損害，本公司概不承擔責任（無論是從民

事過失、合約或其他法律上)。

6. Laws and rules 法例及規例

If the Client places any orders to the Company outside Hong Kong, the Client agrees to ensure and represents that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees that when in doubt, the Client shall consult with legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that the Company shall not be liable for any of such cost.

倘客戶向本公司發出任何指令的地點為香港以外的地方，客戶同意確保及表明該等指令的發出將遵從於客戶發出指令的有關司法管轄區的任何及一切適用法律，而客戶更同意客戶遇有疑問時，應於有關司法管轄區查詢或取得法律及專業意見。客戶同意支付就有關任何指示可能須繳付稅項或收費，本公司並不須就該等費用負上任何責任。

7. Termination of Internet Securities Trading Service 互聯網證券交易服務之終止

7.1 The Company reserves the right to terminate the Client's access to the Internet Securities Trading 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 Client's Customer ID(s), Password(s) and/or account number(s), breach of this Internet Trading Agreement or the Client Agreement(s), 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.

本公司保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的進入號碼、密碼、和/或帳戶號碼，違反本互聯網交易協議或客戶協議，本公司取用繼續從任何資訊供應者獲得任何資訊、或本公司與資訊供應者之間的一項或多項協議被終止，終止客戶接達互聯網證券交易服務或其任何部分。

7.2 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 Internet Securities Trading Service not furnished to the Client as of the date of such termination.

若本公司終止互聯網證券交易服務，資訊供應者及本公司將無需向客戶承擔任何責任，然而，若是在無任何理由下終止服務，本公司應按比例向客戶退還其已為互聯網證券交易服務而支付，但由於終止服務日期起計尚未使用那一部分的費用。

8. Risk Disclosure 風險披露聲明書

The Client hereby understands and acknowledges that: -
客戶明白：-

(1) Due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond the Company's control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by the Company to minimize this risk, the Company accepts no responsibility for any loss which may be incurred by the Client as a result of interruptions or delays or unauthorized access. The Client should not place any instruction with the Company over the Internet if the Client is not prepared to accept such risk.

由於無法預計互聯網的通訊量，故屬一個存在不可靠因素的通訊媒介，而該等不可靠因素亦非本公司所能控制，互聯網的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然本公司採取措施將此一風險減至最低限度，但對於客戶因上述中斷、延誤或未經授權取得的結果而使客戶招致任何損失，本公司不承擔任何責任。倘若客戶不準備接受上述風險，客戶不應在互聯網向本公司作出任何指示。

(2) Trading on an Internet Securities Trading system may differ from trading on other Trading systems. If the Client undertakes transactions on an Internet Securities Trading system, the Client will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that the Client's order is either not executed according to the Client's instructions or is not executed at all.

透過某個互聯網證券交易系統進行買賣，可能會與透過其他互聯網證券交易系統進行買賣有所不同。如果客戶透過某個互聯網證券交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件

可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行、甚至完全不獲執行。

- (3) While the Company, the Exchange, the Clearing House and all related parties endeavor to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that the Company, the Exchange, the Clearing House and related parties do not accept and liability (whether in text or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

本公司、香港聯合交易所有限公司（"聯交所"）、香港中央結算所有限公司（"中央結算所"）及所有有關人士致力確保該系統所提供資料的準確性及可靠性，惟資料的準確性及可靠性並無保證、且本公司、聯交所、中央結算及所有有關人士概不須就任何因不準確或錯漏所產生的任何損失或損毀承擔任何責任（不論以文本或合約或其他形式）。

9. General 一般事項

- 9.1 Where any conflict arises between the Client Agreement(s) and the provisions of this Internet Trading Agreement, the provisions of the latter shall prevail. The Client hereby agrees, confirms and acknowledges that the Internet Trading Agreement forms an integral part of the Client Agreement(s).

如客戶協議與本互聯網證券交易協議之條款有任何衝突，以後者之條款為準。客戶在此同意、承認、確認互聯網證券交易協議為客戶協議組成之一部份。

- 9.2 In the event of any dispute between the parties, the Client agrees that the records of the Company (including Internet Securities Trading records) shall prevail.

倘若雙方出現任何爭議，客戶同意以本公司的記錄（包括互聯網證券交易記錄）為準。

- 9.3 The Company may change the terms in this Internet Trading Agreement from time to time by giving the Client reasonable notice in writing or via Internet Securities Trading Service.

本公司可不時修改本互聯網交易協議之條款，並會以書面方式或透過互聯網證券交易服務向客戶發出合理通知。

- 9.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires: 本協議標題之加入，只供參考及將不能影響本合同的結構及解釋。在本合約中，除非內容另有指明外：

(i) words denoting the singular include the plural and vice versa; and
文字包括眾數及單數；及

(ii) words importing one gender include every gender.
文字包括所有性別。

- 9.5 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

本協議之中英文版本文義如有歧義，請以英文版本為準。

10. Governing Law 法律

This agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

**SUPPLEMENTAL TO THE CLIENT'S AGREEMENT
AND INTERNET SECURITIES TRADING AGREEMENT**
客戶協議書及互聯網證券交易協議書之補充協議

For client dealing in China Connect Securities (Northbound trading) through Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect, the following provision shall apply:

如客戶透過滬港通及/或深港通買賣中華通證券(北向交易)交易服務，下述將適用：

1. Interpretation

釋義

- 1.1 Terms defined in this Agreement have the same meanings as in the Client Agreement unless stated otherwise.
本協議中的術語之含義與帳戶協議所界定者相同，另有特別聲明者除外。
- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:
下列用語，除文意另有所指外，將作如下解釋：

Expression 用語	Meaning 含義
Account Agreement 帳戶協議	The Client's Agreement and Internet Securities Trading Agreement entered into by the Client and the Company. 本公司與客戶所訂立客戶協議及互聯網交易協議。
Agreement 協議	This Supplemental Agreement. 本補充協議。

Application Laws 適用法律	<p>In the context of the China Connect Service or the trading of China Connect Securities, means, in relation to a market, security, transaction, entity or a person, the laws and regulations applicable to such market, security, transaction, entity or person from time to time, including but not limited to any Mainland China and Hong Kong laws, administrative regulations and judicial interpretations, and any departmental regulations and other regulatory documents promulgated by relevant governmental or regulatory bodies, as well as the rules and requirements of any exchange or clearing house. The aforesaid governmental or regulatory bodies include but are not limited to the China Securities Regulatory Commission, the People's Bank of China and the State Administration of Foreign Exchange of Mainland China, and the SFC and the Monetary Authority of Hong Kong.</p> <p>在涉及中華通服務或買賣中華通證券或港股通股票時，就個別市場、證券、交易、機構或個人而言，指不時適用於該市場、證券、交易、機構或個人的法例及法規，包括但不限於中國內地及香港的法例、行政法規及司法詮釋，任何由相關政府或監管部門實施的部門法規及其他監管文件，以及任何交易所或結算所的規則及規定。上述的政府或監管部門包括但不限於中國證券監督管理委員會、中國人民銀行及中國內地國家外匯管理局以及證監會及香港金融管理局。</p>
A shares A股	<p>The shares of Mainland China-incorporated companies which are accepted for listing and admitted to trading on the stock exchanges of Mainland China from time to time.</p> <p>不時獲准在中國內地證券交易所上市及買賣的中國內地註冊成立的公司的股票。</p>
CCASS 中央結算系統	<p>Central Clearing and Automated Settlement System, which is Hong Kong's book-entry depository system for securities traded on the SEHK.</p> <p>香港結算為結算聯交所上市或買賣證券而操作的中央結算及交收系統。</p>
China Clear 中國結算	<p>China Securities Depository and Clearing Corporation.</p> <p>中國證券登記結算有限責任公司。</p>
China Connect Exchange Participant 中華通交易所參與者	<p>as Exchange Participant which is registered as a China Connect Exchange Participant by the SEHK.</p> <p>於聯交所登記為中華通交易所參與者的交易所參與者。</p>
China Connect Market 中華通市場	<p>a stock market in Mainland China acceptable to the SEHK and included in the list of China Connect Markets from time to time.</p> <p>聯交所接受及不時獲納入中華通市場的名單內的中國內地股票市場。</p>
China Connect Service 中華通服務	<p>The order-routing service referred to in Rule 1403(1) of SEHK Rules through which China Connect orders placed by a China Connect Exchange Participant may be transmitted by the SEHK Subsidiary to a China Connect Market for the buying and selling of China Connect Securities and for the selling of Special China Connect Securities (not allowed to be bought pursuant to the restrictions pursuant to the Special Rules), and unless the context otherwise requires, the related supporting services referred to in Rule 1403(2) of SEHK Rules.</p> <p>聯交所規則第1403(1)條所述的買賣盤傳遞服務，通過此項服務，中華通交易所參與者發出的中華通買賣盤可經由聯交所子公司傳輸往中華通市場以進行買入或沽出中華通證券及沽出特別中華通證券（但根據特別規則而不能買入）；除文意另有所指外，亦包括聯交所規則第1403(2)條所述的相關配套服務。</p>
CSC	<p>The China Stock Connect System for receiving and routing China Connect orders to a China Connect Market System for automatic matching and execution.</p> <p>中華證券通系統用以接收及傳遞中華通買賣盤往中華通市場系統進行自動對盤及成交。</p>

The Company 本公司	ZH Securities Limited. 中昊證券有限公司。
HKEx 香港交易所	Hong Kong Exchanges and Clearing Limited. 香港交易及結算所有限公司。
Hong Kong 香港	Hong Kong Special Administrative Region of the People's Republic of China. 中華人民共和國香港特別行政區。
HKD 港元	Hong Kong Dollars. 香港的法定貨幣。
Institutional Professional Investor 機構專業投資者	Institutional Professional Investor as defined under paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the SFO, i.e. a person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO. 證監會持牌人或註冊人操守準則第15.2段所規定之機構專業投資者，即證券及期貨條例附表1第1部第1條專業投資者的定義的(a)至(i)段。
Internet Securities Trading Service 互聯網證券交易服務	Internet Service provided by the Company as stipulated in the Internet Securities Trading Agreement which enables the Client to give trading instructions through Internet at web platform of the Company and to obtain quotations (if available) and other information (if any) via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network. 指由本公司根據互聯網交易協議向客戶提供互聯網交易服務，令客戶可透過使用相容之個人、家庭或小型電腦，包括裝有解調器之互聯網設備、可接駁電訊網絡之終端機或網絡電腦，以電腦或電話傳遞方式發出互聯網證券交易指示並獲取報價及其他資訊。
Northbound trading 北向交易	SSE Securities and SZSE Securities for trading by Hong Kong and overseas Clients (a collective name for SH Northbound trading and SZ Northbound trading). 香港及海外客戶買賣上交所證券及深交所證券(滬港北向交易及深港北向交易的統稱)。
PRC 中國	The People's Republic of China. 中華人民共和國。
Risk alert board 風險警示板	The board whereby the SSE-listed companies and SZSE-listed companies will be earmarked and traded according to the SSE Listing Rules and the SZSE Listing Rules (as the case may be) that any SSE-listed company and/or any SZSE-listed company (as the case may be) which is in the delisting process, or which operation is unstable due to financial or other reasons, to the extent that it is running the risk of being delisted or exposing Clients' interest to undue damage. 上交所掛牌公司及深交所掛牌公司出現財務異常情況或其他異常情況，導致其股票存在被終止上市的風險，或客戶的權益可能受到損害，上交所掛牌公司及深交所掛牌公司（視具體情況而定）將被實施風險警示，上交所及深交所（視具體情況而定）將其股票納入的風險警示板。
RMB 人民幣	Chinese Renminbi (Currency in PRC). 中國人民幣(中國的法定貨幣)。
SEHK 聯交所	The Stock Exchange of Hong Kong. 香港聯合交易所有限公司。

SEHK Rules 聯交所規則	Rules of Exchange published by SEHK from time to time. 香港聯合交易所有限公司不時發佈的規則。
SEHK Subsidiary 聯交所子公司	SEHK's subsidiary incorporated for Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect. 聯交所為滬港通/深港通業務成立的全資附屬公司。
SFC 證監會	The Securities and Futures Commission in Hong Kong. 香港證券及期貨事務監察委員會。
SFO 證券及期貨條例	The Securities and Futures Ordinance, Chapter 571 of Laws of Hong Kong. 《證券及期貨條例》（香港法例第571章）。
Shanghai-Hong Kong Stock Connect or SHSC 滬港通	The program allows global Clients direct access to China-A shares via the exchange participant of SEHK (including the Company) (Northbound) plus access to Hong Kong shares for Mainland Chinese Clients via Shanghai Stock Exchange broker members (Southbound). For the avoidance of doubt, all the provisions of this Agreement are related to SH Northbound trading. 市場交易互聯互通機制,旨在實現兩地客戶經聯交所及上交所直接進入對方市場的目標。為免生疑問,本協議所有條款都與滬港北向交易有關。
Shenzhen-Hong Kong Stock Connect or SZSC 深港通	The program allows global Clients direct access to China-A shares via the exchange participant of SEHK (including the Company) (Northbound) plus access to Hong Kong shares for Mainland Chinese Clients via Shenzhen Stock Exchange broker members (Southbound). For the avoidance of doubt, all the provisions of this Agreement are related to SZ Northbound trading. 市場交易互聯互通機制,旨在實現兩地客戶經聯交所及深交所直接進入對方市場的目標。為免生疑問,本協議所有條款都與深港北向交易有關。
SHSC/SZSC Margin Account 滬港通/深港通保證金 帳戶	The margin account opened and maintained by the Client with the Company for Northbound trading. 客戶於本公司為北向交易而開立及持續運作一個或多個的帳戶。
SH Northbound trading 滬港北向交易	SSE Securities for trading by Hong Kong and overseas Clients. 香港及海外客戶買賣上交所證券的交易。
SZ Northbound trading 深港北向交易	SZSE Securities (which include the shares listed on its Main Board, SME Board and ChiNext Board) for trading by Hong Kong and overseas Clients. 香港及海外客戶買賣深交所證券的交易。
Special Rules 特別規則	Rules for trading the SSE-listed Securities and/or SZSE-listed Securities (Northbound trading) through SHSC and/or SZSC as published by SEHK from time to time (including but not limited to Chapters 14, 14A and 14B of SEHK Rules and its amendments). 聯交所不時為透過滬港通及/或深港通買賣的滬股交易及深股交易(北向交易)發佈的規則(包括但不限於聯交所規則發佈第14章、第14A章及第14B章及其修改)。
SSE 上交所	Shanghai Stock Exchange. 上海證券交易所。
SZSE 深交所	Shenzhen Stock Exchange. 深圳證券交易所。

SSE Circuit Breaker Provisions 上交所熔斷機制條文	The relevant provisions in the SSE Rules under which SSE Circuit Breaker may be imposed for the purpose of, among others, minimizing or averting substantial upward or downward price movements of securities traded on SSE Market including all related provisions on the application and lifting of SSE Circuit Breakers. 上交所規則中，可據而實施上交所熔斷機制、以（其中包括）減低或避免在上交所市場買賣的證券價格大幅上漲或下跌的相關條文（包括應用及撤銷上交所熔斷機制的相關條文）
SZSE Circuit Breaker Provisions 深交所熔斷機制條文	The relevant provisions in the SZSE Rules under which SZSE Circuit Breaker may be imposed for the purpose of, among others, minimising or averting substantial upward or downward price movements of securities traded on SZSE Market including all related provisions on the application and lifting of SZSE Circuit Breakers. 深交所規則中，可據而實施上交所熔斷機制、以（其中包括）減低或避免在深交所市場買賣的證券價格大幅上漲或下跌的相關條文（包括應用及撤銷深交所熔斷機制的相關條文）
SSE Circuit Breaker 上交所熔斷機制	Any measures that may be imposed or activated by SSE on the SSE Market in accordance with the SSE Circuit Breaker Provisions. 上交所根據熔斷機制條文在上交所市場實施或啟用的任何措施
SZSE Circuit Breaker 深交所熔斷機制	Any measures that may be imposed or activated by SZSE on the SZSE Market in accordance with the SZSE Circuit Breaker Provisions. 深交所根據熔斷機制條文在深交所市場實施或啟用的任何措施
SSE Rules 上交所規則	The SSE Regulations on the Shanghai-Hong Kong Stock Connect and the business and trading rules and regulations of SSE. 上交所的滬港通規例以及上交所的業務及交易規則及規例。
SZSE Rules 深交所規則	The SZSE Regulations on the Shenzhen-Hong Kong Stock Connect and the business and trading rules and regulations of SZSE. 深交所的深港通規例以及深交所的業務及交易規則及規例。
SSE Securities 滬股	any securities listed on SSE which the SEHK (after consulting the relevant China Connect Market Operator) accepts as eligible for SH Northbound Trading. 任何在上交所上市及獲聯交所（經諮詢相關中華通市場營運者後）接納為符合資格的滬港北向交易證券。
SZSE Securities 深股	any securities listed on SZSE which the SEHK (after consulting the relevant China Connect Market Operator) accepts as eligible for SZ Northbound trading. 任何在深交所上市及獲聯交所（經諮詢相關中華通市場營運者後）接納為符合資格的深港北向交易證券。
trading day 交易日	a day on which SSE-listed Securities would be traded through the Company under Shanghai-Hong Kong Stock Connect and a day on which SZSE-listed Securities would be traded through the Company under Shenzhen-Hong Kong Stock Connect (as the case may be). 透過本公司滬港通買賣上交所上市證券的交易日及深港通買賣深交所上市證券的交易日。

2. Dealing in China Connect Securities (Northbound trading) 買賣中華通證券（北向交易）

- 2.1 Upon signing this Agreement, the Company provides the trading services to the Client to deal in China Connect Securities through SHSC and SZSC (Northbound trading only.) Such dealing shall be operated through SHSC/SZSC Margin Account and shall be subject to the terms and conditions of the Account Agreement and this Agreement and shall also be subject to the Special Rules and Applicable Laws.
於簽訂本協議時，本公司向客戶提供透過滬港通及深港通買賣證券（北向交易）。該等交易將透過滬港通

／深港通保證金帳戶運作及將根據帳戶協議及本協議的條件進行交易,並受特別規則及適用法律所約束。

- 2.2 Subject to changes of the Special Rules (if any), SH Northbound trading shall only include certain A shares which are listed in SSE (“eligible SSE shares”) as determined by the Special Rules from time to time, but such trading shall not include B shares, bonds and other shares. The Client expressly acknowledges and agrees that if an eligible SSE share ceases to be eligible, the Client shall only be allowed to sell but restricted from buying such share. Upon further announcement announced by SSE and SEHK, SH Northbound trading shall include Exchange Traded Funds.

除特別規則有變更外（如有者），滬港北向交易只能包括由特別規則不時提供 A 股的名單之若干滬股（“合資格滬股”），其他產品類別如 B 股、債券以及其他證券將不包括在內。客戶明確承認並同意如合資格滬股不再合資格，客戶可賣出該證券，但不可買入該證券。當聯交所及上交所再公佈時，滬港北向交易將包括交易所買賣基金。

- 2.3 Subject to changes of the Special Rules (if any), SZ Northbound trading shall only include certain A shares which are listed in SZSE (“eligible SZSE shares”) as stipulated in Clause 16.4 hereinbelow and as determined by the Special Rules from time to time, but such trading shall not include B shares, bonds and other shares. The Client expressly acknowledges and agrees that if an eligible SZSE share ceases to be eligible, the Client shall only be allowed to sell but restricted from buying such share. Upon further announcement announced by SZSE and SEHK, SZ Northbound trading shall include Exchange Traded Funds.

特別規則有變更外（如有者），深港北向交易只能包括由根據第 16.4 段所述及由特別規則不時所訂定提供 A 股的名單之若干深股（“合資格深股”），其他產品類別如 B 股、債券以及其他證券將不包括在內。客戶明確承認並同意如合資格深股不再合資格，客戶可賣出該證券，但不可買入該證券。當聯交所及深交所再公佈時，深港北向交易將包括交易所買賣基金。

- 2.4 For the avoidance of doubt, the SH Northbound trading shall not include the following:

為免生疑問，滬港北向交易將不包括下列股票:

- (a) SSE-listed shares which are not traded in RMB; and/or
所有以人民幣以外貨幣報價的滬股; 及/或
- (b) SSE-listed shares which are included in the “risk alert board”.
所有被實施風險警示的滬股。

- 2.5 For the avoidance of doubt, the SZ Northbound trading shall not include the following:

為免生疑問，深港北向交易將不包括下列股票:

- (a) SZSE-listed shares which are not traded in RMB; and/or
所有以人民幣以外貨幣報價的深股; 及/或
- (b) SZSE-listed shares which are included in the “risk alert board”.
所有被實施風險警示的深股。

- 2.6 The Client acknowledges that the Client shall only be allowed to sell the SSE Securities but restricted from further buying if:

客戶承認客戶將在以下幾種情況下只允許賣出滬股，但被暫停買入:

- (a) the SSE Securities subsequently cease to be a constituent stock of the relevant indices; and/or
該等滬股不再屬於有關指數成份股; 及/或
- (b) the SSE Securities are subsequently under “risk alert”; and/or
該等滬股被實施風險警示; 及/或
- (c) the corresponding H share of the SSE Securities subsequently cease to be traded on SEHK, as the case may be; and/or
該等滬股相應的 H 股不再在聯交所掛牌買賣;相應適用情況; 及/或
- (d) the Northbound trading has exceeded Daily Quota as stipulated in Clause 11.1.1 hereinbelow; and/or
北向交易超出下述第 11.1.1 條的每日額度; 及/或
- (e) any other event(s) happened as stipulated in the Applicable Laws, SSE Rules and/or SEHK Rules from time to time.

根據適合法律、上交所規則及聯交所規則不時規定其他事件。

2.7 The Client acknowledges that the Client shall only be allowed to sell the SZSE Securities but restricted from further buying if:

客戶承認客戶將在以下幾種情況下只允許賣出深股，但被暫停買入

- (a) the SZSE Securities subsequently cease to be a constituent stock of the relevant indices;
該等深股不再屬於有關指數成份股; 及/或
- (b) the SZSE Securities fall below the required market capitalization as stipulated in Clause 16.4 hereinbelow and/or
該等深股指數成份股在納入之後的定期檢討中，被認定市值少於下述第 16.4 條所要求的市值;
及/或
- (c) the SZSE Securities are subsequently under “risk alert”; and/or
該等深股被實施風險警示; 及/或
- (d) the corresponding H share of the SZSE Securities subsequently cease to be traded on SEHK, as the case may be; and/or
該等深股相應的 H 股不再在聯交所掛牌買賣;相應適用情況; 及/或
- (e) the Northbound trading has exceeded Daily Quota as stipulated in Clause 11.1.1 hereinbelow; and/or
北向交易超出下述第 11.1.1 條的每日額度; 及/或
- (f) any other event(s) happened as stipulated in the Applicable Laws, SZSE Rules and/or SEHK Rules from time to time.

根據適合法律、深交所規則及聯交所規則不時規定其他事件。

2.8 The Company shall provide trading services for Northbound trading to the Client on an execution basis only. Any advice or information provided by the Company, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction, or an investment recommendation. The Client independently and without reliance on the Company, makes its own judgments on Transactions and the Client expressly acknowledges and confirms that decisions regarding the Transaction are made by the Client at the Client’s discretion and risk.

本公司將只以執行方式向客戶提供北向交易的交易服務。由本公司、本公司的董事、高級職員、僱員或代理人提供的任何意見或資料（不論是否被要求的）都不應構成進行交易的要約或投資的建議。客戶應獨立地並且不依賴本公司，作出其本身的交易的判斷，客戶並確認交易的決定是由客戶決定並承受有關風險。

2.9 In respect of all transactions entered into by the Client or by the Company on the Client’s Instructions or on Client’s behalf, the Client understands and agrees that:

有關客戶執行的交易或由本公司根據客戶指示的交易或代客戶執行的交易，客戶明白及同意：

- (a) the Company assumes no duty to give advice or make recommendations;
本公司沒有承擔給予意見或推介的責任；
- (b) if the Company and/or its representatives give any suggestions and/or advice on securities or issue such analyses or reports wholly incidental to carrying on of dealing in securities, they assume no responsibility for the Client’s portfolio or for any investments or transactions made; and
如本公司及／或其代表純屬因為進行證券交易的活動而作出任何證券提議及／或意見或發出有關分析或報告，本公司對客戶的投資組合或任何投資或任何交易均不承擔任何責任；及
- (c) in respect of all trades the Client may effect, the Client is deemed to have obtained independent advice from the Client’s legal, financial and investment advisers.
至於客戶所進行的所有交易，客戶將被視為已有取得獨立的法律、財務及投資顧問的意見。

2.10 If the Company solicits the sale of or recommends any 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 this Agreement 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.

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。本協議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。

3. Laws and rules

法例及規則

3.1 All transactions in China Connect Securities which the Company effects on the Client's instructions ("Transaction") shall be effected in accordance with all laws, rules and regulatory directions applying to the Company. This includes the rules and codes of SFC and the SEHK and of the Clearing House, in particular the Special Rules. All actions taken by the Company in accordance with such laws, rules, codes and directions shall be legally binding on the Client. For the avoidance of doubt, such laws and rules codes and directions shall include Applicable Laws, SSE Rules and SZSE Rules and any amendments thereto from time to time.

本公司按客戶的指示而進行的一切中華通證券交易("交易")，須根據適用於本公司的一切法例、規則和監管指示的規定而進行。這方面的規定包括證監會、聯交所及中央結算的規則。本公司根據該等法例、規則及指示而採取的所有行動均對客戶具有法律約束力。為免生疑問，該等法例、規則及指示將包括特別規則及適用法律、上交所規則及深交所規則及此後不時作出的任何修改。

3.2 The Client acknowledges and agrees that the Client should understand fully the Mainland China's rules and regulations in relation to short-swing profits, disclosure obligations and follow such rules and regulations accordingly.

客戶承認並同意客戶應完全了解並遵守內地有關短線交易利潤及披露責任的法規。

3.3 The Client acknowledges, understands and agrees that the Client must comply with SSE Rules and/or SZSE Rules, as the case may be and other applicable laws of Mainland China relating to Northbound trading.

客戶承認、明白並同意客戶必須遵守上交所規則及/或深交所規則(視具體情況而定)及其他適用於北向交易的中國法律。

3.4 The Client acknowledges, understands and agrees that the Company may forward the Client's identity to SEHK which may on-forward to SSE and/or SZSE, as the case may be for surveillance and investigation purposes.

客戶承認、明白並同意本公司將向聯交所轉發客戶身份資料，聯交所可能繼而轉發予上交所及/或深交所(視具體情況而定)以作監察及調查之用。

3.5 The Client acknowledges, understands and agrees that for SH Northbound trading, if the SSE Rules are breached, or the disclosure and other obligations referred to in the SSE Listing Rules or SSE Rules is breached, SSE has the power to carry out an investigation, and may, through SEHK or SEHK Subsidiary, require the Company to provide relevant information and materials (including information and personal data concerning the Client and other persons referred to in Rule 537 of SEHK Rules) and to assist in its investigation.

客戶承認、明白並同意在進行滬港北向交易時，倘有違反上交所規則、或上交所的上市規則或上交所規則所述的披露及其他責任的情況，上交所有權進行調查，並可能透過聯交所或聯交所子公司要求本公司提供相關資料及材料(包括聯交所發佈的交易所規則第 537 條所述其他人士及客戶的資料及個人資料)和協助調查。

3.6 The Client acknowledges, understands and agrees that for SZ Northbound trading, if the SZSE Rules are breached, or the disclosure and other obligations referred to in the SZSE Listing Rules or SZSE Rules is breached, SZSE has the power to carry out an investigation, and may, through SEHK or SEHK Subsidiary, require the Company to provide relevant information and materials (including information and personal data concerning the Client and other persons referred to in Rule 537 of SEHK Rules) and to assist in its investigation.

客戶承認、明白並同意在進行深港北向交易時，倘有違反深交所規則、或深交所的上市規則或深交所規則所述的披露及其他責任的情況，深交所有權進行調查，並可能透過聯交所或聯交所子公司要求本公司提供相關資料及材料(包括聯交所發佈的交易所規則第 537 條所述其他人士及客戶的資料及個人資料)和協助調查。

3.7 The Client acknowledges and understands that the current Investor Compensation Fund under the SFO will not cover any activities in relation to Northbound trading. The Client also acknowledges and understands that the China Securities Investor Protection Fund will not cover any activities in relation to Northbound trading as stipulated herein.

客戶承認並明白香港證券及期貨條例的投資者賠償基金並不涵蓋北向交易。客戶亦承認並明白中國證券投資者保護基金並不涵蓋在本合約所載之北向交易。

3.8 The Client acknowledges, understands and agrees that SSE and/or SZSE may request SEHK to require the

Company to issue warning statements (verbally or in writing) to the Client, and not to extend trading service to the Client.

客戶承認、明白並同意上交所及/或深交所或會要求聯交所要求本公司向客戶發出口頭或書面警告,以及不向客戶提供中華通服務。

- 3.9 The Client acknowledges that SEHK may (for the purpose of assisting SSE and/or SZSE in their respective regulatory surveillance of the SSE Market and/or SZSE Market and enforcement of the SSE Rules and/or SZSE Rules and as part of the regulatory cooperation arrangement between the SEHK, the SEHK Subsidiary and SSE and/or SZSE), at the request of SSE and/or SZSE, require the Company to provide information concerning the Client and other persons referred to in Rule 537 of SEHK Rules with respect to any China Connect orders input or China Connect Securities Trades made or entered into by the Company on behalf of the Client.

客戶承認為協助上交所及/或深交所在上交所市場及/或深交所市場執行規管監察及實施上交所規則及/或深交所規則,及作為聯交所、聯交所子公司與上交所及/或深交所訂立規管合作安排的一部分,聯交所或會應上交所及/或深交所的要求而要求本公司提供就本公司代為輸入的中華通買賣盤、或本公司代為輸入或進行的中華通證券交易提供聯交所發佈的交易所規則第 537 條所述客戶及其他人士的資料。

- 3.10 The Client agrees and acknowledges that for the purposes referred to in Clauses 3.8 to 3.9 hereinabove, the Client authorizes that the Company shall authorize the SEHK (whether directly or through the SEHK Subsidiary) to disclose, transfer and provide information and personal data concerning the Client and other persons referred to in Rules 537 of SEHK Rules to SSE and/or SZSE upon request. For the avoidance of doubt, the Client agrees and acknowledges that the Client's relevant information and personal data may be disclosed, transferred and provided in compliance with Applicable Laws including the Personal Data (Privacy) Ordinance (Cap. 486) as requested by SEHK or SSE and/or SZSE through SEHK.

客戶同意並承認為達到上述第 3.8 條及第 3.9 條所述目的,客戶授權本公司當收到要求時,本公司可授權聯交所(不論以直接或透過聯交所子公司)向上交所及/或深交所披露、轉移及提供客戶及聯交所發佈的交易所規則第 537 條所述客戶及其他人士的資料及個人資料。為免生疑問,客戶同意並承認或會於聯交所或上交所及/或深交所透過聯交所向本公司要求時,本公司會根據適用法律(包括香港法例第 486 章個人資料(私隱)條例)披露、轉移及提供有關客戶的資料及個人資料。

- 3.11 If the Client places any orders to the Company outside Hong Kong (irrespective of whether such orders would be placed by way of Internet Securities Trading Services), the Client agrees to ensure and represents that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees that when in doubt, the Client shall consult with legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that the Company shall not be liable for any of such cost.

- 3.12 倘客戶向本公司發出任何指令的地點為香港以外的地方(不論是否以互聯網交易方式進行),客戶同意確保及表明該等指令的發出將遵從於客戶發出指令的有關司法管轄區的任何及一切適用法律,而客戶更同意遇有疑問時,應向有關司法管轄區諮詢或取得法律及專業意見。客戶同意支付就有關任何指示可能須繳付稅項或收費,本公司並不須就該等費用負上任何責任。

4. Order and Order Recording 買賣指示及記錄買賣指示

- 4.1 The Company may accept instructions from the Client (or its Authorized Person) for order of Transaction through Internet Securities Trading Service or by telephone or in person at the office of the Company. The Company may also accept instructions in the Company's prescribed order form signed by the Client in the Company's presence. In all cases, the Company shall time-stamp or record by electronic means such instructions in the order as they are received. For the avoidance of doubt, the Client agrees that the Client would place orders to the Company primarily through the Internet Securities Trading Service. The Client understands and acknowledges that whenever the Internet Securities Trading Service is not available due to whatever reason(s), the Client would place orders by telephone. For the avoidance of doubt, the Client is entitled to place orders or give instructions by phone or in person at the office of the Company.

本公司可接納客戶(或其授權人士)用互聯網證券交易服務或電話方式指示買賣。本公司亦可接納客戶親臨本公司辦公室填寫本公司的買賣證券指示表格。全部的指示,本公司將以其次序前後蓋上時間印章或以電子方式記錄。為免生疑問,客戶同意客戶應首先以互聯網證券交易服務方式下盤。客戶明白及承認當互聯網證券交易服務因任何原因而未能提供,客戶將以電話方式下盤。為免生疑問,客戶有權可透過電話或親身在本公司下盤。

- 4.2 The Client acknowledges, confirms and agrees that the Client shall be required to follow SSE's trading hours to trade SSE Securities and/or SZSE's trading hours to trade SZSE Securities (as the case may be) and the mechanism of order placement as published from time to time by SSE and SZSE and such details would be posted on the

Company's website. The Client acknowledges, confirms and agrees that the Client would view such details on the Company's website and would be familiarized with such matters and the Client would ask the Company for the matters in relation thereto, if the Client has any query thereof.

客戶明白、承認及同意客戶將遵守上交所及/或深交所的交易時間買賣滬股及深股（視具體情況而定）及上交所及/或深交所不時發佈買賣下盤的機制及不時在本公司網站發佈的有關詳情。客戶明白、承認及同意客戶將於本公司網站查看該等詳情及將熟習有關事宜及如客戶有任何查詢，客戶會向本公司詢問有關事項。

- 4.3 The Client acknowledges that A shares traded on the SSE and SZSE are subject to price limit based on their previous closing price, including a $\pm 10\%$ price limit for stocks under normal circumstances and a $\pm 5\%$ price limit for stocks that are under special treatment (i.e. ST and *ST stocks) on the risk alert board and Northbound trading will follow the same rule. The Client also acknowledges that SEHK will also apply a dynamic price (as published by SSE and SZSE from time to time) checking on buy order and buy orders with input prices lower than the percentage of such dynamic checking will be rejected.

客戶承認在上交所及/或深交所交易的 A 股須受價格限制，價格限制一般為不超過前一日收市價的 $\pm 10\%$ （被納入風險警示板的滬股及深股（即 ST 股票及* ST 股票）的價格限制為 $\pm 5\%$ ），而北向交易將遵循同樣的規則。客戶亦承認聯交所將會設立買盤訂單的動態價格（按上交所及/或深交所不時公佈）檢查，買盤輸入價低於動態價格百分比的買盤訂單將被拒絕受理。

- 4.4 The Client acknowledges and agrees that all orders are good till day end only and the Client will have to place a new order on the following trading day if the Client so wishes. The Client acknowledges that only limit order is accepted for Northbound trading.

客戶承認及同意所有下盤指示有效到當日及如客戶想再下盤，客戶須於翌日下新的下盤指示，客戶承認只有限價方式下盤指示才被北向交易接受。

- 4.5 The Client acknowledges that if the Client wants to amend an order for Northbound trading which has been placed, the Client has to cancel the existing order and place a new order subject to the quota balance at that moment and queue up again.

客戶承認如客戶欲修改已發出的北向交易指示，必須先取消原有指示，然後根據當時額度餘額情況發出新的指示，並重新排隊。

- 4.6 The Client acknowledges that all SSE Securities and all SZSE Securities are subject to the same trading board lot size, which is determined by SSE and SZSE respectively from time to time (buy orders must be in board lot.). Odd lot trading is only available for sell orders and all odd lots should be sold in one single order. It is common that a board lot buy order may be matched with different odd lot sell orders, resulting in odd lot trades. The Client acknowledges that unlike Hong Kong, board lot and odd lot orders are both matched on the same platform on SSE and/or SZSE (as the case may be), and subject to the same shares price. The maximum order size is 1 million shares and the tick size is uniformly set at RMB 0.01.

客戶承認所有滬股及深股買盤每手均必須以上交所及深交所所定訂股數以整手落買盤。僅賣盤可接納碎股，而所有碎股必須以單一賣盤出售。因此，完整買賣單位的買盤訂單與碎股賣盤相撮合形成碎股交易的情況亦屬常見。客戶承認與香港市場不同，上交所及/或深交所（視具體情況而定）收到的完整買賣單位的訂單與碎股訂單是在同一交易平台撮合，並在同一價位競價。滬股及深股最大買賣盤為100萬股，最低上落價位劃一為人民幣0.01元。

- 4.7 The Client acknowledges and agrees that Company may have the right to cancel client's orders in case of contingency such as hoisting of Typhoon Signal No.8 in Hong Kong;

客戶承認本公司有權於緊急情況（如香港懸掛八號颱風訊號）下取消客戶訂單。

- 4.8 The Client acknowledges and agrees that the Company may not be able to send in client's order cancellation requests in case of contingency such as when SEHK loses all its communication lines with SSE and/or SZSE (as the case may be), etc. and Clients should still bear the settlement obligations if the orders are matched and executed.

客戶承認及明白在緊急情況（例如聯交所失去與上交所及/或深交所（視具體情況而定）的所有聯絡渠道等）下，本公司或未能發出客戶的取消買賣盤指令；在該等情況下，如訂單已經配對及執行，客戶須承擔交收責任。

- 4.9 In the event of receipt of conflicting instructions, the Company may refuse to act on any of the instructions until the Company has received unequivocal instructions.

倘若本公司收到互相抵觸的指示時，本公司可拒絕執行任何此等指示，直至接到明確的指示為止。

- 4.10 The Client acknowledges and agrees that SEHK may upon SSE's request and/or SZSE's request, require the

Company to reject orders from the Client.

客戶承認及同意聯交所或會應上交所及/或深交所要求，要求本公司拒絕處理客戶訂單。

- 4.11 The Client acknowledges that SEHK has the power not to extend the China Connect Service to the Client and the power to require the Company not to accept instructions from them, if it is found that the Company or any of its clients, including the Client (as the case may be) has or may have committed any abnormal trading conduct set out in or fail to comply with the SSE Rules, SZSE Rules and the laws and regulations referred to in the Special Rules.

客戶承認倘發現本公司或其客戶，包括客戶（視具體情況而定）曾經或可能觸犯上交所規則、深交所規則及特別規則所述的法律及規例所載的不尋常交易活動、或未有遵守上交所規則、深交所規則，及特別所述的法律及規例，聯交所有權不向客戶提供中國通服務及有權要求本公司不接受客戶指示。

- 4.12 The Client agrees that the Client will only place sale orders with the Company in respect of securities which the Client presently owns.

客戶同意只會就客戶當時實際擁有的證券向本公司發出沽售指令。

- 4.13 The Company may, in the Company's absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by the Client arising out of such refusal.

本公司有絕對酌情權決定拒絕客戶的指示而無須對此作出解釋，並且在任何情況下無須對客戶因此拒絕所引致的利潤損失、損失、經濟責任、支出或費用作出負責。

- 4.14 The Company may record telephone conversation in connection with receiving orders and instructions through the Company's telephone recording system. The Client acknowledges that such records are the Company's sole property and they will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

客戶同意本公司可通過本公司的電話錄音系統記錄電話交談中有關買賣指示。客戶承認該記錄由本公司擁有，並接受如有糾紛時，此錄音為最後及最終之證據。

- 4.15 Where a discrepancy occurs between instructions given by telephone or any other means, including any subsequent written confirmation, the Company's record of the telephone instruction shall prevail.

凡經電話發出的指示與以其他方式發出的指示，包括隨後的書面確認有差異時，則須以本公司的電話錄音指示記錄為準。

- 4.16 For the avoidance of doubt, the Company is only obliged to keep the telephone recordings up to the retention period in accordance with regulatory requirements in Hong Kong.

為免生疑問，本公司只有責任將電話記錄存放至按照香港監管要求的存放期。

5. Trades and Settlement

交易及結算

- 5.1 The Company is entitled to require the Client to place cash and/or Securities deposit prior to execution of any Instructions for Northbound trading as will be informed by the Company from time to time. For the Securities Deposit of SSE Securities and/or SZSE Securities (as the case may be), such deposit shall be deposited into SHSC/SZSC Margin Account by one day before trading day, otherwise the Client cannot sell such SSE Securities and/or SZSE Securities (as the case may be) on the trade day.

本公司有權要求客戶按本公司不時的通知，在執行其任何北向交易的指示前存入現金和/或證券。客戶必須於交易日的前一日存入滬股及/或深股（視具體情況而定）予滬港通/深港通保證金帳戶裡，否則客戶不能在當天沽售滬股及/或深股（視具體情況而定）。

- 5.2 The Client expressly acknowledges and agrees that all the SSE Securities and SZSE Securities are traded in RMB and will be settled in RMB. The Client needs to have sufficient RMB funds for Northbound trading. If the Client deposits into the SHSC/SZSC Margin Account for Northbound trading in a currency other than RMB, the Client shall reimburse the Company's exchange loss (if any) and bank charges fully on demand for all expenses incurred by the Company on converting any other currency into RMB at the prevailing exchange rate at the time of the relevant Transaction at the sole discretion of the Company.

客戶明確承認及同意所有滬股及深股以人民幣進行交易及結算，客戶需備有足夠的人民幣資金以進行滬股及/或深股交易。若客戶存入滬港通/深港通保證金帳戶非人民幣，客戶須按本公司自行決定的當日有關交易的外匯匯率，即時支付本公司的外匯兌換損失（如有）及銀行服務費及任何因找換外匯成人民

幣所引致的其他費用。

- 5.3 The Client acknowledges and agrees that subject to Clause 5.1 hereinabove, Pre-trade checking shall be in place for Northbound trading so that the Client must have his/her/its shares transferred to the Company's corresponding CCASS account before the commencement of trading on a trading day if the Client intends to sell the shares during the trading day.

客戶明確承認及同意在上述第 5.1 條條文所約束下，北向交易將設有交易前檢查，如客戶擬於個別交易日出售股份，須於該交易日開市前將股份轉移至本公司的相應中央結算系統戶口。

- 5.4 All Northbound trading must be conducted on SSE and/or SZSE, i.e. no over-the-counter (OTC) or manual trades are allowed.

所有北向交易必須在上交所及/或深交所進行，不可進行場外交易或非自動對盤交易。

- 5.5 The Company will act as the Client's agent in effecting Transaction unless the Company indicates in the statement or confirmation relevant to such Transaction that the Company is acting as principal.

除非本公司在結單或其他確認單據內註明以自己本身名義進行交易外，本公司將以客戶的代理人身份進行交易。

- 5.6 The settlement of Northbound trading shall be subject to the Special Rules. Subject to change of the Special Rules, the settlement date of Northbound trading shall be trade day plus 1 day or any settlement day as stipulated by SSE and/or SZSE (as the case may be).

北向交易將根據特別規則進行交收。除特別規則另有變更外，北向交易將於 T+1 日進行結算，或由上交所及/或深交所（視具體情況而定）規定的任何之結算日。

6. Short Selling

沽空

- 6.1 Save and except for the covered short selling pursuant to the Stock Borrowing Lending requirements as provided by the Special Rules and/or Applicable Laws, the Client undertakes that the Client will not effect any short selling order through the Company.

除根據特別規則及/或適用法律的借貸要求沽空外，客戶承諾不會通過本公司進行任何沽空指示。

- 6.2 Only those China Connect Securities that are included in the List of Eligible SSE Securities and the List of Eligible SZSE Securities for Short Selling published by SEHK from time to time may be the subject of a Short Selling order through the China Connect Service. SEHK will publish the List of Eligible SSE Securities and the List of Eligible SZSE Securities for Short Selling on the HKEx website or through such other means as it considers appropriate and may update or amend the list from time to time.

只有名列可賣空的合資格滬股通證券名單及合資格深股通證券名單（由聯交所不時公布）的中華通證券方可成為透過中華通服務落盤的賣空盤所涉及的證券。聯交所將於香港交易所網站或透過其認為適當的其他方式刊發可賣空的合資格滬股通證券名單及合資格深股通證券名單，並不時更新或修改名單。

7. No day trade

不容許回轉交易

- 7.1 The Client acknowledges and agrees that no day trading (turnaround trading) is allowed for SSE Securities and SZSE Securities, i.e. the SSE Securities and/or SZSE Securities purchased by the Client cannot be sold before settlement.

客戶承認及同意滬股及深股是不容許回轉交易，即客戶不可在結算前沽售買入的滬股及深股。

8. Foreign shareholding restriction

境外持股量限制

- 8.1 The Client acknowledges and understands that if the aggregate foreign shareholding limit (as set by Applicable Laws and/or SSE Rules) is exceeded due to trading in SSE Securities through Shanghai-Hong Kong Stock Connect, SSE will notify SEHK the number of shares that are subject to forced sale within 5 trading days or other trading days as stipulated by SSE. On a last-in-first-out basis, SEHK will identify the relevant trades involved and request the Company (if applicable) to require the clients concerned to sell the shares within the timeframe as stipulated by SEHK. The Client confirms, acknowledges and agrees that if the Client fails to sell the Client's relevant shares before the stipulated deadline, the Company will be required to force-sell the shares for the Client in accordance with the Rules of SHEK, which contain provisions aimed at complying with the Mainland forced-sale regulations. For the avoidance of doubt, the Client expressly agrees that the Company is authorized to comply with the forced-sale arrangement where applicable. The Client also acknowledges and understands that when the

aggregate foreign shareholding in a SSE-listed company reaches the certain percentage before exceeding the aggregate foreign shareholding limit, SEHK will as soon as practicable after notification by SSE, suspend accepting further buy orders on the SSE Securities of that company, until the aggregate shareholding of foreign investors is reduced to certain percentage as advised by SSE.

客戶承認及明白倘因滬港通而導致合計境外持股量超出限額（由適用法律上及上交所規則訂定），上交所將通知聯交所須於五個交易日內或由上交所規定的任何之其他交易日內出售的股份數目。按照「後進先出」的準則，聯交所將識別出所涉及的相關交易，並要求本公司（如適用）辨別所涉及的客戶並於聯交所指定時限內出售股份。客戶確認、承認及同意倘客戶並無於指定時限前出售股份，本公司須根據交易所規則（包含規定以符合內地強制出售安排）強制出售有關客戶的股份。為免生疑問，客戶明確同意本公司獲客戶授權於有需要時執行此強制出售安排。客戶亦承認及明白當一間上交所掛牌公司之合計境外持股量在超出限額前達到某百分比，聯交所會於收到上交所通知後，在切實可行的情況下盡快暫停接受該公司滬股之進一步買盤訂單，直至上交所表示境外投資者的持股量總額降至低於某百分比為止。

- 8.2 The Client acknowledges and understands that under the PRC rules, a single foreign investor's shareholding in SSE-listed company is not allowed to exceed 10% of the company's total issued shares or other percentage of the company's total issued shares as stipulated in Applicable Laws and/or SSE Rules. The Client acknowledges and agrees that the Client should make sure the shareholding percentage complies with the related restriction. The Client acknowledges and agrees that if the Client's holding of any SSE Securities exceeds the single foreign shareholding limit (as set by Applicable Laws and/or SSE Rules) due to trading in SSE Securities through Shanghai-Hong Kong Stock Connect, the Client will be subject to the forced-sale arrangement as notified by the Company (which has been notified by the SSE through SEHK). The Client confirms, acknowledges and agrees that if the Client fails to sell the Client's relevant shares before the stipulated deadline, the Company will be required to force-sell the shares for the Client in accordance with the Rules of SEHK, which contain provisions aimed at complying with the Mainland forced-sale regulations. For the avoidance of doubt, the Client expressly agrees that the Company is authorized to comply with the forced-sale arrangement where applicable.

客戶承認及明白根據中國內地的規定，單一境外客戶對單一上市公司的持股比例，不得超過該上市公司股份總數的10%或由適用法律上及交易所規則訂定的上市公司股份總數的其他百分比。客戶承認及同意客戶須自行確保持股比例不超過相關規定。客戶承認及同意倘因滬港通而導致客戶境外持股量超出單一境外客戶限額（由適用法律及上交所規則訂定），客戶須根據本公司的通知（由上交所透過聯交所通知）而進行強制出售安排。客戶確認、承認及同意倘客戶並無於指定時限前出售股份，本公司須根據交易所規則（包含規定以符合內地強制出售安排）強制出售有關客戶的股份。為免生疑問，客戶明確同意本公司獲客戶授權於有需要時執行此強制出售安排。

- 8.3 The Client acknowledges and understands that if the aggregate foreign shareholding limit (as set by Applicable Laws and/or SZSE Rules) is exceeded due to trading in SZSE Securities through Shenzhen-Hong Kong Stock Connect, SZSE will notify SEHK the number of shares that are subject to forced sale within 5 trading days or other trading days as stipulated by SZSE. On a last-in-first-out basis, SEHK will identify the relevant trades involved and request the Company (if applicable) to require the clients concerned to sell the shares within the timeframe as stipulated by SEHK. The Client confirms, acknowledges and agrees that if the Client fails to sell the Client's relevant shares before the stipulated deadline, the Company will be required to force-sell the shares for the Client in accordance with the Rules of SHEK, which contain provisions aimed at complying with the Mainland forced-sale regulations. For the avoidance of doubt, the Client expressly agrees that the Company is authorized to comply with the forced-sale arrangement where applicable. The Client also acknowledges and understands that when the aggregate foreign shareholding in a SZSE-listed company reaches the certain percentage before exceeding the aggregate foreign shareholding limit, SEHK will as soon as practicable after notification by SZSE, suspend accepting further buy orders on the SZSE Securities of that company, until the aggregate shareholding of foreign investors is reduced to certain percentage as advised by SZSE.

客戶承認及明白倘因深港通而導致合計境外持股量超出限額（由適用法律及深交所規則訂定），深交所將通知聯交所須於五個交易日內或由深交所規定的任何之其他交易日內出售的股份數目。按照「後進先出」的準則，聯交所將識別出所涉及的相關交易，並要求本公司（如適用）辨別所涉及的客戶並於聯交所指定時限內出售股份。客戶確認、承認及同意倘客戶並無於指定時限前出售股份，本公司須根據交易所規則（包含規定以符合內地強制出售安排）強制出售有關客戶的股份。為免生疑問，客戶明確同意本公司獲客戶授權於有需要時執行此強制出售安排。客戶亦承認及明白當一間深交所掛牌公司之合計境外持股量在超出限額前達到某百分比，聯交所會於收到深交所通知後，在切實可行的情況下盡快暫停接受該公司深股之進一步買盤訂單，直至深交所表示境外投資者的持股量總額降至低於某百分比為止。

- 8.4 The Client acknowledges and understands that under the PRC rules, a single foreign investor's shareholding in SZSE-listed company is not allowed to exceed 10% of the company's total issued shares or other percentage of the company's total issued shares as stipulated in Applicable Laws and/or SZSE Rules. The Client acknowledges and agrees that the Client should make sure the shareholding percentage complies with the related restriction. The Client acknowledges and agrees that if the Client's holding of any SZSE Securities exceeds the single foreign

shareholding limit (as set by Applicable Laws and/or SZSE Rules) due to trading in SZSE Securities through Shenzhen-Hong Kong Stock Connect, the Client will be subject to the forced-sale arrangement as notified by the Company (which has been notified by the SZSE through SEHK). The Client confirms, acknowledges and agrees that if the Client fails to sell the Client's relevant shares before the stipulated deadline, the Company will be required to force-sell the shares for the Client in accordance with the Rules of SEHK, which contain provisions aimed at complying with the Mainland forced-sale regulations. For the avoidance of doubt, the Client expressly agrees that the Company is authorized to comply with the forced-sale arrangement where applicable.

客戶承認及明白根據中國內地的規定，單一境外客戶對單一上市公司的持股比例，不得超過該上市公司股份總數的10%或由適用法律及深交所規則訂定的上市公司股份總數的其他百分比。客戶承認及同意客戶須自行確保持股比例不超過相關規定。客戶承認及同意倘因深港通而導致客戶境外持股量超出單一境外客戶限額（由適用法律及深交所規則訂定），客戶須根據本公司的通知（由深交所透過聯交所通知）而進行強制出售安排。客戶確認、承認及同意倘客戶並無於指定時限前出售股份，本公司須根據交易所規則（包含規定以符合內地強制出售安排）強制出售有關客戶的股份。為免生疑問，客戶明確同意本公司獲客戶授權於有需要時執行此強制出售安排。

9. Indemnity and liability

彌償及責任

- 9.1 The Client acknowledges and agrees that HKEx, SEHK, SEHK Subsidiary, SSE and SSE Subsidiaries, SZSE and SZSE Subsidiaries and their respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Company, its clients or any third parties arising from or in connection with Northbound trading or the CSC.

客戶承認及同意本公司、本公司客戶或任何第三方若因或就北向交易或 CSC 而直接或間接蒙受任何損失或損害，香港交易所、聯交所、聯交所子公司、上交所、上交所子公司、深交所及深交所子公司以及其各自的董事、僱員及代理人概不負責或承擔任何法律責任。

- 9.2 The Client acknowledges and agrees that the Company and its respective directors, employees and agents shall not be responsible or held liable for any loss or damage directly or indirectly suffered by the Client arising from or in connection with this Agreement and Northbound trading or the CSC.

客戶承認及同意客戶因或就本協議及北向交易或 CSC 而直接或間接蒙受任何損失或損害，本公司或本公司的任何董事、行政人員、僱員或代理人概不負責或承擔任何法律責任。

- 9.3 The Client undertakes to keep the Company and the Company's directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by the Company arising out of anything done or omitted pursuant to any instructions given by the Client or in relation to any Transaction or matters contemplated by this Agreement without prejudice to any lien, right to set-off or other rights which the Company may have.

客戶承擔彌償本公司及本公司的董事、高級人員、僱員及代理人根據客戶指示處理在本協議範圍內的交易或任何任務而招致的所有針對本公司及上述人士的申索、訴訟、行動、法律程序、損害賠償、或損失、訟費及費用、而並不影響本公司可行使的留置權、抵銷權利或其他權利。

10. Risk Disclosure Statement

風險披露聲明書

- 10.1 In addition to the Risk Disclosure Statement in the Account Agreement, the Client acknowledges, accepts and understands the following risks in relation to Northbound trading:

除在帳戶協議所述的風險披露聲明書外，客戶承認、接受及明白有關北向交易以下風險：

- (a) The trading is subject to the Special Rules and Applicable Laws and the Client should be familiarized with the Special Rules and Applicable Laws before such trading;
交易必須根據特別規則及適用法律進行及客戶須於交易前熟習特別規則及適用法律;
- (b) The risks of SH Northbound trading shall include but not limited to prohibition of trading SSE Securities, being liable or responsible for breaching the SSE Listing Rules, SSE Rules and other applicable laws and regulations;
滬港北向交易的風險將包括但不限於買賣滬股的禁限、對違反上交所上市規則、上交所規則及其他適用法律及規例負責或承擔法律責任;
- (c) The risks of SZ Northbound trading shall include but not limited to prohibition of trading SZSE Securities, being liable or responsible for breaching the SZSE Listing Rules, SZSE Rules and other applicable laws and regulations;
深港北向交易的風險將包括但不限於買賣深股的禁限、對違反深交所上市規則、深交所規則及其他

適用法律及規例負責或承擔法律責任;

- (d) The losses arising from Northbound trading in relation to SSE Securities and/or SZSE Securities can be substantial in particular such trading is subject to restriction under the Special Rules and Applicable Laws; 買賣滬股證券及深股證券的損失可能極大，尤其是該等交易必須根據特別規則及適用法律進行;
- (e) Although the Client participating in the trading through the Company will continued to be protected by Hong Kong laws, the Investor Compensation Fund in Hong Kong will not cover Northbound trading and any related matters; 雖然客戶透過本公司進行交易將仍受香港法律保障，然而香港的投資者賠償基金並不涵蓋北向交易及任何有關事宜;
- (f) The Client's instructions to trade in SSE Securities and/or SZSE Securities may not be accepted and that they may be liable to regulatory investigations and the relevant legal consequences if they are in breach of or fail to comply with the SSE Rules and/or SZSE Rules (as the case may be) and the laws and regulations referred to in the Special Rules. 客戶於滬股證券交易及/或深股證券交易的指示或會不被接受及該等指示倘違反上交所規則及/或深交所規則(視具體情況而定)、法律及規則,客戶或會接受監察調查及負上有關法律責任;
- (g) The Client cannot place any buy order when Daily Quota for SH Northbound trading and/or SZ Northbound trading has/have been used up; 每日額度用盡,客戶將不被接受滬港北向交易及深港北向交易買盤訂單;
- (h) Northbound trading will only operate on days when both markets (SEHK and SSE for SH Northbound trading; SEHK and SZSE for SZ Northbound trading) are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the Mainland market but Hong Kong Client cannot carry out any Northbound trading. The Client should take note of the days Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect are open for business and decide according to the Client's own risk tolerance capability whether or not to take on the risk of price fluctuations in eligible A-shares during the time when Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect (as the case may be) is not trading; 由於北向交易只有在兩地市場(滬港北向交易為聯交所及上交所; 深港北向交易為聯交所及深交所)均為交易日、而且兩地市場的銀行在相應的款項交收日均開放時才會開放，所以有可能出現內地市場為正常交易日、而香港客戶卻不能進行北向交易的情況。客戶應該注意滬港通及深港通的開放日期,並因應自身的風險承受能力決定是否在滬港通及/或深港通(視具體情況而定)不交易的期間承擔合資格 A 股價格波動的風險;
- (i) For the client who usually keeps the Client's eligible A-shares outside of their brokers, if they want to sell certain eligible A-shares they hold, they must transfer those A-shares to the respective accounts of the Company one day before the day of selling (T day) pursuant to this Agreement. If the Client fails to meet this deadline, they will not be able to sell those A-shares on T-day; 對於那些一般將合資格A股存放於券商以外的客戶而言，如果需要沽出所持有的某些A股股票，必須在不晚於沽出當天(T日)開市前成功把該A股股票轉至券商帳戶中。如果客戶錯過了此期限，他/她將不能於T日沽出該A股;
- (j) When a stock is recalled from the scope of eligible stocks for trading via Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect (as the case may be) for whatsoever reason(s), the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Client. The Client should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by both SEHK and SSE for SH Northbound trading; SEHK and SZSE for SZ Northbound trading; 當一些原本為滬港通及/或深港通(視具體情況而定)合資格股票由於前述原因被調出滬港通及/或深港通範圍時，該股票只能被賣出而不能被買入。這對客戶的投資組合或策略可能會有影響。客戶需要密切關注聯交所與上交所為滬港北向交易及聯交所與深交所為深港北向交易所提供及不時更新的合資格股票名單;
- (k) China is considered an emerging market and investments in the China market may be subject to greater economic, political, tax, foreign exchange, regulatory, volatility and liquidity risks, than that in more developed countries; and 中國被認為是新興市場，與發展較成熟的國家相比，在中國市場的投資或須承受較高的經濟、政治、稅務、外匯、規管、波動性及流動性風險;及

- (l) Before the Client begins to deal in any Northbound trading, the Client should obtain a clear explanation of all trading arrangements and restrictions, commission, fees and other charges for which the Client will be liable, since these trading arrangements, restrictions and charges will affect the Client's net profit (if any) or increase the Client's loss.

在開始北向交易之前，客戶先要清楚瞭解客戶必須繳付的所有交易安排及限制、佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。

10.2 If the Client is an Institutional Professional Investor or the Client is entitled to trade in the stocks on ChiNext Board of SZSE, the Client further understands and acknowledges the additional risks involved thereof as follows: 倘若客戶是機構專業投資者或是有資格投資深交所的創業板市場，客戶在創業板市場投資證券客戶須承認、接受及明白有關以附加下風險：

- (a) Listed companies in the ChiNext market (e.g. innovative or small/medium sized enterprises) are usually in their preliminary stage of development with smaller operating scale and shorter operating history, and their businesses are usually subject to higher uncertainty and more fluctuations in their performance. Therefore, its stability and resistance to market risks may be lower;

創業板市場上市公司（例如：創新或中小型企業）通常處於其發展初段，營運規模較小，營運歷史亦較短，業務模式較為不成熟及風險管理能力較弱，而且其業務通常有較高的不確定性及其表現較為波動。因此其穩定性及抵抗市場風險的能力或會較低。

- (b) Given the emerging nature of the companies listed on the ChiNext market and their industries focus on scientific development, innovation and media industries, any failures in the process of the scientific development may result in losses in such companies; and

鑑於在創業板市場上市的公司的新興性質及其行業聚焦於科學發展、創新及傳媒行業，任何科學發展過程失敗可能導致該等公司蒙受損失。

- (c) Given the emerging nature of companies listed on the ChiNext market, there is a risk that the securities traded on ChiNext market may be susceptible to higher market volatility compared to securities traded on the main board market and SME board market of SZSE.

鑑於在創業板市場上市的公司的新興性質，存在著在創業板市場買賣的證券可能較在深交所主板市場及中小企業板市場買賣的證券更容易受到較高市場波動所影響的風險。

10.3 The Client expressly acknowledges and confirms that the Client has read and understood and accepted the risks in respect of securities trading and trading securities denominated in RMB as stipulated in the Cash Client's Agreement. The Client further expressly acknowledges and understands that Northbound trading shall be settled in RMB and the Client shall have sufficient RMB funds to settle the transactions of Northbound trading. 客戶在此承認及確認客戶已詳閱在保證金客戶協議所載的有關證券交易及有關人民幣計值買賣證券的風險。客戶清楚承認及明白北向交易將以人民幣進行交易，客戶需備有足夠的人民幣資金以進行北向交易結算。

10.4 The Client acknowledges, understands and accepts the risks of client assets received or held outside Hong Kong as stipulated in the Cash Client's Agreement (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).

客戶承認、明白及接受在保證金客戶協議所載的在香港以外地方收取或持有的客戶資產的風險（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）。

10.5 The Client hereby understands and acknowledges that the brief statements as stated in Clauses 10.1 to 10.4 hereinabove and the Risk Disclosure Statement as stipulated in the Account Agreement do not disclose all the risks and other significant aspects of Northbound trading. In light of risks, the Client should undertake such transactions only if the Client understands the nature of Northbound trading and the extent of its exposure to risk.

客戶在此明白及承認上述第10.1條至第10.4條的簡單聲明書及在帳戶協議所述的風險披露聲明書並未能完全披露所有有關北向交易的風險及其他事項。鑑於交易有風險，客戶必須了解北向交易之性質及客戶所能承擔有關一切之風險程度，才進行北向交易。

11. Notice to the Client

客戶注意事項

11.1 The Client acknowledges and understands that:

客戶承認及明白:

11.1.1 Northbound trading is subject to a Daily Quota for SH Northbound trading and SZ Northbound trading respectively as published by the Special Rules from time to time. The Daily Quota limits the maximum net buy values of cross-boundary trades under SHSC/SZSC. The Daily Quota balance for SH Northbound trading and SZ Northbound trading respectively will be disseminated on the HKEX's website at 1-minute intervals. Once the Daily Quota for SH Northbound trading and SZ Northbound trading respectively is used up during a continuous auction session, no further buy orders will be accepted for the remainder of the day (buy orders already accepted will not be affected by Daily Quota for SH Northbound trading and SZ Northbound trading respectively (as the case may be) being used up). Buying transactions will resume on the following trading day.

北向交易受特別規則不時刊發滬港北向交易及深港北向交易的跨境投資的每日額度限制。每日額度限制滬港北向交易及深港北向交易下每日跨境交易的最高買盤淨額。北向每日額度餘額將每隔 1 分鐘在香港交易所網站上更新。若滬港北向交易及深港北向交易的每日額度於連續競價時段而用盡，日內餘下時間將不再接受買盤訂單(已獲接受的買盤訂單不會因每日額度用盡受影響)，並將於下一個交易日恢復買盤交易。

11.1.2 The issuers of the SSE Securities and SZSE Securities only publish corporate documents in Simplified Chinese. The Client cannot request to receive hard copies of corporate communication from SSE-listed companies and the Client may refer to the website of SSE and four official appointed newspapers (i.e. Shanghai Securities News, Securities Times, China Securities Journal and Securities Daily) and www.cninfo.com.cn (巨潮資訊網) or any other newspapers as announced by SSE from time to time for the corporate announcement made by SSE-listed companies. The Client cannot request to receive hard copies of corporate communication from SZSE-listed companies and the Client may refer to the website of SZSE, four official appointed newspapers (i.e. Shanghai Securities News, Securities Times, China Securities Journal and Securities Daily) and www.cninfo.com.cn (巨潮資訊網) or any other newspapers as announced by SZSE from time to time for the corporate announcement made by SZSE-listed companies. The Client acknowledges that SZSE-listed companies listed on the ChiNext Market are required to publish certain corporate announcements on their corporate websites and the officially appointed websites only.

滬股及深股發行公司現時均以簡體中文發佈公司文件。客戶不可要求收取有關上交所掛牌公司的企業資訊的印刷本。客戶可透過上交所網站及四份官方指定報章(報紙及網站,包括:www.cninfo.com.cn(巨潮資訊網)、上海證券報、證券時報、中國證券報及證券日報)或官方指定報章收取上交所掛牌公司的公司公告。客戶不可要求收取有關深交所掛牌公司的企業資訊的印刷本。客戶可透過上交所網站及四份官方指定報章(報紙及網站,包括:www.cninfo.com.cn(巨潮資訊網)、上海證券報、證券時報、中國證券報及證券日報)或官方指定報章收取深交所掛牌公司的公司公告。客戶承認在深圳創業板市場上市的發行人只須在其公司網站及官方指定網站上刊載若干企業公告。

11.1.3 As shares traded in SSE and SZSE are issued in scripless form, physical deposit and withdrawal of SSE Securities and SZSE Securities (as the case may be) into/from the CCASS Depository are not available. 由於滬股股票及深股股票均以無紙化形式發行，中央結算系統證券存管處將不設實物股票記存及提取服務。

11.1.4 The cash dividend and/or bonus shares of SSE Securities and/or SZSE Securities may be subject to withholding tax as published by relevant authorities in Mainland China.

滬股及深股的現金紅利及/或紅股或會受制於中國國內有關機構所公佈的預扣稅。

11.2 The Client further acknowledges that the Client has the disclosure obligation for holding SSE Securities and/or SZSE Securities as follows:

客戶進一步承認客戶有以下持有滬股及/或深股的披露責任:

11.2.1 According to the Law of the PRC on Securities, when the Client holds or controls up to 5% of the issued shares of a Mainland listed company, the Client is required to report in writing to the CSRC and the relevant exchange, and inform the listed company within three working days. The Client is not allowed to continue purchasing or selling shares in that listed company during the three days.

根據現行中國法律，當任何一名客戶持有或控制中國上市發行人已發行股份達5%時，其須於三

日內以書面形式向中國證監會及有關交易所匯報，並通知上市發行人。該客戶將不得於該三日內買賣有關上市發行人的股份。

11.2.2 If Clause 11.2.1 is applicable, every time when a change in his shareholding reaches 5%, he is required to make disclosure (in the same manner as mentioned in Clause 11.2.1 above) within three working days. From the day the disclosure obligation arises to two working days after the disclosure is made, the Client may not buy or sell the shares in the relevant Mainland listed company.

若上述第11.2.1條適用，就該客戶而言，每當其持股量的增加或減少達至5%，即須於三日內作出披露（披露對象及方式同上）。由披露責任發生當日起至作出披露後兩個工作日內，該客戶不得買賣該上市發行人的股份。

11.2.3 If Clause 11.2.1 is applicable, a change in shareholding of the Client is less than 5% but results in the shares held or controlled by him falling below 5% of the relevant Mainland listed company, the Client is required to disclose the information within three working days.

若上述第 11.2.1 條適用，該客戶的持股量變動少於5%，但導致其所持或所控制該上市發行人的已發行股份總量低於5%，客戶亦須於三日內披露有關信息。

11.3 The Client acknowledges, understands and agrees to the following Disclaimers:

客戶承認、明白及同意以下的免責聲明書：

11.3.1 “SHANGHAI STOCK EXCHANGE ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.”

上海證券交易所盡力保證所提供資訊的準確和可靠度，但不能確保其絕對準確和可靠，亦不對因資訊不準確或遺漏而導致的任何損失或損害承擔責任。

11.3.2 “SHENZHEN STOCK EXCHANGE ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.”

深圳證券交易所盡力保證所提供資訊的準確和可靠度，但不能確保其絕對準確和可靠，亦不對因資訊不準確或遺漏而導致的任何損失或損害承擔責任。

11.3.3 “THE STOCK EXCHANGE OF HONG KONG LIMITED, ITS HOLDING COMPANY AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANY ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.”

香港聯合交易所有限公司、其控股公司及／或該等控股公司的任何附屬公司均盡力保證所提供資訊的準確和可靠度，但不能確保其絕對準確和可靠，亦不對因資訊不準確或遺漏而導致的任何損失或損害承擔責任。

12. Commission, Fees, Levies, Stamp Duty and Other Tax Matters

佣金、費用、徵費、印花稅及其他稅項

12.1 The Client confirms and agrees that the Company will charge the commission for the Client’s Northbound trading and the same (in RMB) will be charged and debited the SHSC/SZSC Margin Account. The details of such commission will be informed by the Company as posted on the Company’s website from time to time.

客戶確認及同意本公司將向客戶收取客戶北向交易佣金，並從客戶滬港通／深港通保證金帳戶中扣除該佣金(人民幣)。有關該佣金的詳情不時在本公司網站通知客戶。

12.2 The Client acknowledges and agrees that SSE Securities trading under Shanghai-Hong Kong Stock Connect will be subject to SSE’s Handling Fee and Securities Management Fee together with China Clear’s “Transfer Fee”. The above fees will be paid to SSE, the relevant China Connect Clearing House or the relevant governmental or regulatory bodies in Mainland China, as the case may be and all such fees shall be in RMB. The details of such fees will be informed by the Company as posted on the Company’s website from time to time. The Client agrees that all such fees will be debited to SHSC/SZSC Margin Account.

客戶承認及同意客戶透過滬港通買賣滬股將須繳納現行的經手費及證管費以及過戶費。以上費用將支付給上交所、相關中華通結算所或中國內地的相關政府或監管機構（視具體情況而定）。及該等費用將以人民幣支付。有關該等費用的詳情不時在本公司網站通知客戶。客戶同意該等費用將從客戶滬港通/深港

通保證金帳戶中扣除。

- 12.3 The Client acknowledges and agrees that and/or SZSE Securities trading under Shenzhen-Hong Kong Stock Connect will be subject to SZSE's Handling Fee and Securities Management Fee together with China Clear's "Registration and Transfer Fee". The above fees will be paid to SZSE, the relevant China Connect Clearing House or the relevant governmental or regulatory bodies in Mainland China, as the case may be and all such fees shall be in RMB. The details of such fees will be informed by the Company as posted on the Company's website from time to time. The Client agrees that all such fees will be debited to SHSC/SZSC Margin Account.

客戶承認及同意客戶透過深港通買賣深股將須繳納現行的經手費及證管費以及登記及過戶費。以上費用將支付給深交所、相關中華通結算所或中國內地的相關政府或監管機構（視具體情況而定）及該等費用將以人民幣支付。有關該等費用的詳情不時在本公司網站通知客戶，客戶同意該等費用將從客戶滬港通／深港通保證金帳戶中扣除。

- 12.4 The Client acknowledges and agrees that certain existing CCASS fees still apply, including stock settlement fee for settlement instructions and money settlement fee. Subject to the SFC's approval, HKSCC will also impose a new CCASS fee (in HKD), called "Portfolio fee", on the Company for providing depository and nominee services for their SSE Securities and/or SZSE Securities held in CCASS. The Portfolio Fee will be collected in HKD on a monthly basis. The details of the Portfolio Fees will be informed by the Company as posted on the Company's website from time to time. The Client expressly confirms and agrees that such the Portfolio Fees will be debited to the Client's Margin Account maintained with the Company in HKD and then transferred to SHSC/SZSC Margin Account on a monthly basis. In the event that the Client's Margin Account does not have sufficient funds for settling the Portfolio Fee, the Client agrees that the Company will debit the Client's Cash Account maintained with the Company for such fee.

客戶承認及同意某些中央結算系統費用將仍然適用於北向交易股票，包括與交收指示相關的股份交收費用以及款項交收費用。另外，待證監會批准後，香港結算將提供存管及代理人服務代本公司持有北向交易股票。香港結算計劃將對此服務推出新的「證券組合費」。證券組合費將按月以港幣收取。有關該證券組合費的詳情將不時在本公司網站通知客戶。客戶清楚確認及同意該證券組合費將按月從客戶在本公司維持的保證金帳戶中扣除，再轉賬至滬港通／深港通保證金帳戶。若客戶的保證金帳戶沒有足夠的資金，客戶同意本公司將從客戶在本公司維持的現金帳戶中扣除。

- 12.5 The Client acknowledges and agrees that taxes imposed by the State Administration of Taxation (SAT), including stamp duty and dividend tax will also be applied to the Northbound trades and SSE Securities acquired through Shanghai-Hong Kong Stock Connect and SZSE securities acquired through Shenzhen-Hong Kong Stock Connect. Any additional tax imposed by the SAT, if applicable, will be subject to further clarification with the SAT. The Client agrees that such the stamp duty will be debited to SHSC/SZSC Margin Account. The Client acknowledges that dividend tax arising from SSE Securities and/or SZSE Securities would be withheld by the relevant SSE listed company or SZSE listed company (as the case may be) before the payment of dividend.

客戶承認及同意國家稅務總局就上交所交易及／或深交所規則所收取的稅項，包括交易印花稅及股息稅，亦將適用於北向交易及透過滬港通／深港通買入的北向交易股票。就國家稅務總局規定的其他稅項（如適用），香港交易所將與國家稅務總局進一步磋商。客戶同意印花稅將從客戶滬港通／深港通保證金帳戶中扣除。客戶承認滬股股息稅及／或深股股息稅將在上交所上市的公司或深交所上市的公司（視具體情況而定）支付股息前扣起。

13. Corporate action relating to the SSE Securities and SZSE Securities

有關滬股及深股的企業行為

- 13.1 The Client agrees that the Client shall note and comply with the arrangement and deadline specified by the Company from time to time in order to participate in the corporate actions relating to the Client's SSE Securities and SZSE Securities.

客戶同意客戶將注意並遵守本公司不時指定的安排與指定限期，以參與滬股通及／或深港通股票的企業行為。

14. Operational Hours of the China Connect Service in relation to SSE and SZSE (Circuit Breaker)

上交所及深交所的中華通服務運作時間（熔斷機制）

- 14.1 Without prejudice to Rule 14A03(2) of SEHK Rules, the execution of trades in China Connect Securities is subject to the SSE Rules including the Circuit Breaker Provisions. Imposition of a SSE Circuit Breaker on any SSE trading day will result in the suspension of the execution of trades through the SSE Market System for such period or periods as set out in the Circuit Breaker Provisions. Further, the lifting of a SSE Circuit Breaker during a Continuous Auction session of any SSE trading day may result in trades being executed through call auction.

在不影響聯交所規則第14A03(2)條的情況下，中華通證券的交易執行須遵守上交所規則的規定（包括熔斷

機制條文)。任何上交所交易日若實施上交所熔斷機制，透過上交所市場系統執行交易的活動即告暫停，暫停時間長短按熔斷機制條文所載規定。此外，在任何上交所交易日的連續競價時段撤銷上交所熔斷機制或會令交易透過集合競價執行。

14.2 Without prejudice to Rule 14B03(2) of SEHK Rules, the execution of trades in China Connect Securities is subject to the SZSE Rules including the Circuit Breaker Provisions. Imposition of a SZSE Circuit Breaker on any SZSE trading day will result in the suspension of the execution of trades through the SZSE Market System for such period or periods as set out in the Circuit Breaker Provisions. Further, the lifting of a SZSE Circuit Breaker during a Continuous Auction session of any SZSE trading day may result in trades being executed through call auction. 在不影響聯交所規則第14B03(2)條的情況下，中華通證券的交易執行須遵守深交所規則的規定（包括熔斷機制條文）。任何深交所交易日若實施深交所熔斷機制，透過深交所市場系統執行交易的活動即告暫停，暫停時間長短按熔斷機制條文所載規定。此外，在任何深交所交易日的連續競價時段撤銷深交所熔斷機制或會令交易透過集合競價執行。

15. Input and cancellation of China Connect orders while a SSE Circuit Breaker or a SZSE Circuit Break is in effect
在上交所及深交所熔斷機制生效期間輸入及取消中華通買賣盤

15.1 Unless otherwise determined by SEHK, where the Circuit Breaker Provisions allow orders in respect of China Connect Securities to be received or transmitted to the SSE Market System during the period when a SSE Circuit Breaker is in effect, China Connect Exchange Participants may input China Connect orders through the China Connect Service during such period as usual. Notwithstanding this, China Connect Exchange Participants accept that imposition of a SSE Circuit Breaker on any SSE trading day will result in the suspension of trade execution through the SSE Market System as referred to in Rule 14A03(2A) of SEHK Rules.

除聯交所另有決定外，在熔斷機制條文允許於熔斷機制生效期間從上交所市場系統接收或向上交所市場系統傳送有關中華通證券的買賣盤的情況下，中華通交易所參與者在此期間可如常透過中華通服務輸入中華通買賣盤。儘管如此，中華通交易所參與者接受在任何上交所交易日實施上交所熔斷機制將導致聯交所規則第14A03(2A)條所述的暫停透過上交所市場系統執行交易。

15.2 Unless otherwise determined by SEHK, where the Circuit Breaker Provisions allow orders in respect of China Connect Securities to be cancelled during the period when a SSE Circuit Breaker is in effect, China Connect Exchange Participants may input order cancellation requests through the China Connect Service during such period as usual. Notwithstanding this, as is provided in Rule 1422 of SEHK Rules, no China Connect order is regarded as cancelled unless and until a cancellation confirmation has been issued by the SSE Market System and neither the Exchange nor the SEHK Subsidiary shall have any liability in the event that a China Connect order which a China Connect Exchange Participant has required be cancelled is not cancelled for any reason whatsoever.

除聯交所另有決定外，在熔斷機制條文允許於熔斷機制生效期間取消有關中華通證券的買賣盤的情況下，中華通交易所參與者在此期間可如常透過中華通服務輸入取消中華通買賣盤的要求。儘管如此，如聯交所規則第1422條規定，除非相關上交所市場系統發出取消確認，任何中華通買賣盤概不應視為已取消。不論任何理由，若中華通交易所參與者要求取消的中華通買賣盤並無被取消，聯交所及聯交所子公司概毋須承擔任何責任。

15.3 Unless otherwise determined by SEHK, where the Circuit Breaker Provisions allow orders in respect of China Connect Securities to be received or transmitted to the SZSE Market System during the period when a SZSE Circuit Breaker is in effect, China Connect Exchange Participants may input China Connect orders through the China Connect Service during such period as usual. Notwithstanding this, China Connect Exchange Participants accept that imposition of a SZSE Circuit Breaker on any SZSE trading day will result in the suspension of trade execution through the SZSE Market System as referred to in Rule 14B03(3) of SEHK Rules.

除聯交所另有決定外，在熔斷機制條文允許於熔斷機制生效期間從深交所市場系統接收或向深交所市場系統傳送有關中華通證券的買賣盤的情況下，中華通交易所參與者在此期間可如常透過中華通服務輸入中華通買賣盤。儘管如此，中華通交易所參與者接受在任何深交所交易日實施深交所熔斷機制將導致聯交所規則第 14B03(3)條所述的暫停透過深交所市場系統執行交易。

15.4 Unless otherwise determined by SEHK, where the Circuit Breaker Provisions allow orders in respect of China Connect Securities to be cancelled during the period when a SZSE Circuit Breaker is in effect, China Connect Exchange Participants may input order cancellation requests through the China Connect Service during such period as usual. Notwithstanding this, as is provided in Rule 1422 of SEHK Rules, no China Connect order is regarded as cancelled unless and until a cancellation confirmation has been issued by the SZSE Market System and neither the Exchange nor the SEHK Subsidiary shall have any liability in the event that a China Connect order which a China Connect Exchange Participant has required be cancelled is not cancelled for any reason whatsoever.

除聯交所另有決定外，在熔断機制條文允許於熔断機制生效期間取消有關中華通證券的買賣盤的情況下，中華通交易所參與者在此期間可如常透過中華通服務輸入取消華通買賣盤的要求。儘管如此，如聯交所規則第1422條規定，除非相關深交所市場系統發出取消確認，任何中華通買賣盤概不應視為已取消。不論任何理由，若中華通交易所參與者要求取消的中華通買賣盤並無被取消，聯交所及聯交所子公司概毋須承擔任何責任。

16. Terms only applicable to SZ Northbound trading and SZSE Securities

只適用深港北向交易及深股之條款

16.1 Subject to change notified by SEHK, only the Institutional Professional Investors are entitled to deal in the SZSE Securities on ChiNest board.

除聯交所另有公佈外，深交所的創業板市場的股票只可由機構專業投資者買賣。

16.2 During 09:20 to 09:25 (or other time as stipulated by SZSE Rules from time to time) in the Opening Call Auction of SZSE, SZSE will not accept any order cancellation.

於在開市集合競價時段(09:20至09:25 或其他由深交所規定交易時間)，深交所不接受取消買賣盤的指令。

16.3 The SZ Northbound trading will have the trading hours with closing auction session (14:57 to 15:00 or other time as stipulated in SZSE Rules). During such closing auction session, SZSE will not accept any order cancellation.

深港北向交易在交易時間內將有收盤集合競價時段(14:57至15:00 或其他由深交所規定交易時間)。在收盤集合競價時段，深交所不接受取消買賣盤的指令。

16.4 The following SZSE Securities are Shenzhen Eligible Securities for SZ Northbound trading:

可通過深港通進行北向交易的合資格證券為以下深股:

(a) Constituents of

指數成份股組成為:

(i) SZSE Component Index;
深證成份指數;

(ii) SZSE Small/Mid Cap Innovation Index; and
深證中小創新指數成份股; 及

(iii) with market capitalization at least RMB6 billion or other amount of market capitalization as stipulated by SEHK; and
有市值不少於人民幣60億元的成份股

(b) All the SZSE-listed A shares which have corresponding H shares listed on SEHK.

有相關H股在聯交所上市的所有深交所上市A股。

17. General

一般事項

17.1 Where any conflict arises between the Account Agreement(s) and the provisions of this Agreement, the provisions of this Agreement shall prevail. The Client hereby agrees, confirms and acknowledges that this Agreement forms an integral part of the Account Agreement.

如帳戶協議與本協議之條款有任何衝突，以後者之條款為準。客戶在此同意、承認、確認本協議為帳戶協議組成之一部份。

17.2 In the event of any dispute between the parties, the Client agrees that the records of the Company (including Internet Securities Trading records, if applicable) shall prevail.

倘若雙方出現任何爭議，客戶同意以本公司的記錄（包括互聯網證券交易記錄，如適用）為準。

17.3 The Company may change the terms in this Agreement from time to time by giving the Client reasonable notice in writing or via Internet Securities Trading Service (if applicable).

本公司可不時修改本協議之條款，並會以書面方式或透過互聯網證券交易服務（如適用）向客戶發出合理通知。

17.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires:

本協議標題之加入，只供參考及將不能影響本合同的結構及解釋。在本合約中，除非內容另有指明外：

- (a) words denoting the singular include the plural and vice versa; and
文字包括眾數及單數；及
- (b) words importing one gender include every gender.
文字包括所有性別。

17.5 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.
本協議之中英文版本文義如有歧義，請以英文版本為準。

18. Governing Law 法律

18.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.
本協議受香港法律管轄，並按照香港法律詮釋，而雙方均不可撤銷地願受香港法院的專屬司法管轄權管轄。

18.2 For the avoidance of doubt, the Transactions are subject to Applicable Laws and the Special Rules as stipulated herein.
為免生疑問，交易將受在此定訂的適用法律及特別規則所約束。

TAX INFORMATION AND COMMON REPORTING STANDARD ADDENDUM TO THE CLIENT'S AGREEMENT 客戶協議書的稅務信息與共同匯報標準附件

“Account” means any account opened or to be opened and maintained in the name of the Client pursuant to the above Agreement;

「帳戶」指根據以上協議的規定，任何以客戶名義開立或開立並維持的帳戶；

“Account Information” means any information relating to the Account including without limitation the account number, account balance or value, gross receipts, withdrawals and payments from the account.

「帳戶資料」指關於帳戶的任何資料，包括但不限於帳戶號碼、帳戶結餘或價值、帳戶的總收入和收支。

“Applicable Laws and Regulations” means:

「適用法律法規」指：

- (i) any applicable local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, (including those relating to CRS, FATCA or an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and
任何適用的本地或外地法律、憲法、法例（例如該條例）、法規、付款要求、指示、指引、守則、實

務守則（例如證監會的操守準則）、指引說明、規則、附例、慣例和相關市場、政府或監管機構、交易所、結算所及／或其他機構的慣例、使用、裁斷、解釋、標準、徵費及／或行政要求（包括有關共同匯報標準，FATCA或不論是否與兩個或以上司法管轄區的政府或監管機關之間訂立的政府與政府間的協議有關的）；及

- (ii) any agreements between ZH Securities Limited or its Affiliates (or that of any other ZH Group Companies, as the case may be) and any government or taxation authority in any jurisdiction; and including but not limited to FATCA, CRS and any agreement entered into by any ZH Group Company and any applicable intergovernmental agreement entered into pursuant to FATCA or CRS).

中吳證券／（或任何其它中吳集團公司）與任何司法管轄區的任何政府或稅務機關之間的協議（包括但不限於任何其它中吳集團公司按照FATCA或共同匯報標準而簽訂的任何協議）。

“Authority” means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.

「機關」指不論在香港以內或以外的任何管轄區的任何全國、國家或當地政府、其任何政治分部、任何代理、機關、媒介（不論是司法還是行政的）、監管或自我監管機構、執法機關、法院、中央銀行或稅務或稅收機關。

“Consenting Person” means the Client and any Person other than the Client who is beneficially interested or financially interested in the payments with respect to the Account.

「同意人士」指客戶及除客戶以外對於帳戶的各項付款有實益權益或財務權益的任何人。

“Controlling Person” means the natural person(s) who exercise control over the Client who is an entity. In the case of a trust, it means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

「控權人」指對作為實體的客戶行使控制權的自然人。就信託而言，「控權人」指屬該信託的財產授予人、受託人、保護人（如有的話）、受益人或某類別受益人的成員的個人；及任何能對該信託的管理行使實際最終控制權的自然人，就並非信託的法律安排而言，「控權人」指處於相等或相似位置的人士。

“CRS” means

「共同匯報標準」指

- (i) the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard; or
經濟合作與發展組織財務帳戶信息自動交換標準；或
- (ii) any legislation of any jurisdiction giving effect to, or otherwise relating to the aforementioned Common Reporting Standard.
任何管轄區為實行上述標準而制訂或以其他方式涉及上述標準的任何法律。

“ZSL” means ZH Securities Limited.

「中吳證券」指中吳證券有限公司。

“Group Companies” means any affiliated entity of ZSL (including, but not limited to any other associated company) deemed under FATCA and ZH Group Company means any one of them.

「各中吳集團公司」指中吳證券在FATCA下的任何聯屬實體（包括但不限於任何其他關聯公司）；而「中吳集團公司」則指他們任何之一。

“FATCA” means Section 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended modified and/or supplemented from time to time and any associated similar or analogous legislation, treaty, intergovernmental agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong.

「FATCA」指美國的《1986年國內稅收法》（不時修訂、修改或補充）第1471至1474條以及任何聯屬、類似或相似的法例、條約、政府與政府間的協議、法規、指示或不論香港以內或以外的任何管轄區的任何機關的其他官方指引。

“Person” means an individual, corporation, company, partnership, joint venture, trust, estate, limited liability company, unincorporated organization or other entity.

「人士」指個人、法團、公司、合夥業務、合資企業、信託、產業、有限責任公司、非法團組織或其他實體。

“Personal Information” in respect of the Client any Controlling Person or Consenting Person

「個人資料」，關於客戶、任何控權人和任何同意人士而言：

- (i) (where the Client, and any Consenting Person is an individual, Personal Information include his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any ID and passport numbers, taxpayer identification number(s), social security number, nationality(ies), citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such information as ZSL and/or its Affiliates may reasonably require regarding the Client and any Controlling Person or Consenting Person;
- (ii) 如客戶、任何控權人和任何同意人士是個人，個人資料是指其全名、出生日期和地點、住址、郵遞地址、聯絡資料（包括電話號碼）、任何身份證及護照號碼，以及任何稅務識別號碼、社會保障號碼、國籍、公民權、居民權及稅務居地證或（如適用）中吳證券或／及其聯屬人合理要求提供關於客戶、任何控權人和任何同意人士的資料；
- (iii) where the Client and any Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, mailing address, residency(ies), address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business or (if applicable) such information as ZSL and/or its Affiliates may reasonably require.
如客戶、任何控權人和任何同意人士是法團/實體，是指其註冊成立或組成的日期和地點、註冊地址、業務地址或地點、稅務識別號碼、稅務狀況、稅務居地、註冊地址、郵寄地址、居住地、業務地址或地點或（如適用）中吳證券或／及其聯屬人合理要求提供關於其每名大股東和控權人的資料。

“Tax Information” in respect of the Client, any Controlling Person or Consenting Person, means:

「稅務資料」，就客戶、任何控權人和任何同意人士而言，指：

- (i) any documentation or information (and accompanying statements, waivers and consents as ZSL and/or its Affiliates may from time to time require or as the Client, any Controlling Person or Consenting Person from time to time give) relating, directly or indirectly, to the tax status of the Client, any Controlling Person or Consenting Person;
直接或間接關於客戶、任何控權人和任何同意人士的稅務狀況的任何文件或資料（以及中吳證券／或／及其聯屬人不時要求或客戶、任何控權人和任何同意人士不時給予的隨附報表、豁免及同意）；
- (ii) Personal Information of the Client, any Controlling Person or Consenting Person; and
客戶、任何控權人和任何同意人士的個人資料；及
- (iii) Account Information.
帳戶資料。

“OECD” means The Organisation for Economic Co-operation and Development. The OECD has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD’s Automatic Exchange of Information (AEOI) website: www.oecd.org/tax/automaticexchange/

「OECD」指經濟合作與發展組織。經濟合作與發展組織為參與使用共同匯報標準的各國政府制定規則，規則詳情可瀏覽經濟合作與發展組織的自動交換資料（AEOI）網站上：www.oecd.org/tax/automatic-exchange/

1. The Client must provide ZSL and/or its Affiliates with its Personal Information, and where reasonably required by ZSL and/or its Affiliates, of any Controlling Person or Consenting Person, in such form and within such time, as ZSL and/or its Affiliates may from time to time require.
客戶必須按照中吳證券或／及其聯屬人不時要求的格式和時間，向中吳證券／或／及其聯屬人提供其個人資料，而如中吳證券或／及其聯屬人合理要求，同時提供任何控權人或任何同意人士的個人資料。
2. When there is a change or addition to its Personal Information, and, where applicable, of any Controlling Person or Consenting Person, the Client must update ZSL and/or its Affiliates promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.
如其個人、任何控權人或任何同意人士資料有更改或增加及如適用時，客戶必須及時（及無論如何不遲於更改或增加之後 30 天）向中吳證券或／及其聯屬人提供所更改或增加的資料。
3. The Client must, and, where applicable, procure such other Controlling Person or Consenting Person to, complete and sign such documents and do such things as ZSL and/or its Affiliates may reasonably require from time to time for purposes of compliance with any Applicable Laws and Regulations.
客戶必須及（如適用者）促使其他控權人或同意人士按照中吳證券或／及其聯屬人為了符合任何適用法律法規而不時提出的合理要求，填寫和簽署文件和作出事情。

4. The Client agrees that ZSL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to provide or confirm accuracy of their Personal Information without involving the Client if ZSL and/or its Affiliates reasonably consider it to be appropriate.
客戶同意，如中吳證券或／及其聯屬人合理認為合適，中吳證券或／及其聯屬人可直接要求任何其他控權人或同意人士提供他們的個人資料或確認他們的個人資料真確，而無須牽涉客戶。
5. The Client agrees that any ZH Group Company may (i) collect and maintain information; (ii) report the Account or disclose Tax Information relating to himself and any other Controlling Person or Consenting Person to any Authority in any jurisdiction for the purpose of ensuring compliance with Applicable Laws and Regulations on the part of ZSL, its Affiliates, or on the part of any ZH Group Company.
客戶同意，任何中吳集團公司可以為了確保中吳證券一方、其聯屬人或任何中吳集團公司一方符合適用法律法規而(i)收集及維護資料；(ii)匯報其帳戶或披露關於他自己及任何其他控權人或同意人士的稅務資料給任何管轄區內的任何機關。
6. The Client waives, and, where reasonably required by ZSL and/or its Affiliates, agree to procure any other Controlling Person or Consenting Person to waive, any applicable restrictions which would otherwise hinder ZSL's, its Affiliates', or any ZH Group Company's ability to disclose Tax Information in the manner described in paragraph 5.
客戶放棄並(如中吳證券或／及其聯屬人合理要求)同意促使任何其他控權人或同意人士放棄任何適用的限制，否則此等限制會阻礙中吳證券、或、其聯屬人或任何中吳集團公司按照第5段說明的方式披露稅務資料的能力。
7. The Client agrees that ZSL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to agree to the reporting or disclosure described in paragraph 5 and/or waive any otherwise applicable restrictions on such disclosure, if ZSL and/or its Affiliates reasonably consider it to be appropriate.
客戶同意，如中吳證券或／及其聯屬人合理認為合適，中吳證券或／及其聯屬人可直接要求任何其他控權人或同意人士同意作出第5段說明的匯報或披露及／或放棄任何如非這樣便適用的披露限制。
8. The Client agrees that ZSL and/or its Affiliates may take one or more of the following actions at any time if it considers necessary or desirable to comply with all Applicable Laws and Regulations:
客戶同意，如中吳證券或／及其聯屬人認為必要或合宜以符合所有適用法律法規，可以隨時採取以下一種或多種行動：
- (a) deduct from or withhold part of any amounts payable to the Client under the Account;
自帳戶中部分扣減或預扣任何應付給客戶的金額；
 - (b) terminate the Account and discontinue entirely or in part ZSL's relationship with the Client;
終止帳戶和完全或部分中止中吳證券或/及其聯屬人與客戶的關係；
 - (c) report or provide (whether before or after the termination of the Account) the Tax Information relating to the Client and/or any of the Controlling Person or Consenting Persons to such Authority in any jurisdiction, as may be required for ZSL and/or its Affiliates to ensure compliance with any Applicable Laws and Regulations.
為了中吳證券或／及其聯屬人確保符合任何適用法律法規的需要，(不論在帳戶終止之前或之後)匯報或提供關於客戶及/或任何控權人或同意人士的稅務資料給任何管轄區的機關。
9. The Client confirms and agrees that, without prejudice to any other provisions of the Terms and Conditions: 客戶確認並同意，在不影響條款及條件的任何其他條文下：
- (a) he has read this Addendum, has received adequate explanation from ZSL (or the Client's broker, lawyer, or tax advisor, as applicable), and understands the implications of this Addendum by which he irrevocably agrees to be bound;
他已閱讀本附件、從中吳證券(或客戶的經紀、律師或稅務顧問(以適用者為準))方面收到足夠的解釋，並且明白本附件的含意，而他不可撤銷地同意受其約束；
 - (b) any agreement, waiver, confirmations given in, or to be given pursuant to, this Addendum are irrevocable;
本附件內或按照本附件而作出的任何協議、放棄或確認均不可撤銷；
 - (c) no ZH Group Company, including ZSL nor its Affiliates, shall be liable for any costs or loss that the Client (or any other Controlling Person or Consenting Persons) may incur because of a ZH Group Company taking any actions permitted by or exercising any powers under this Addendum;
任何中吳集團公司包括中吳證券或/及其聯屬人均無須對客戶(或任何其他控權人或同意人士)因為某中吳集團公司採取本附件許可的任何行動或行使本附件下的任何權力而產生的任何費用或損失負責；

- (d) the amount (if any) payable by ZSL and/or its Affiliates where ZSL and/or its Affiliates exercises its right to terminate the Account under this Addendum may differ from the amount payable where the Client surrenders or terminates the Account pursuant to other provisions of the Terms and Conditions;
當中吳證券或／及其聯屬人行使本附件下的權利終止帳戶時，中吳證券/ 或／及其聯屬人應付的金額（如有）可以與客戶按照條款及條件的其他條文放棄或終止帳戶時應付的金額不同；
- (e) the Client must obtain or, as the case may be, have obtained the requisite consent from each Controlling Person and/or Consenting Person for the provision of his/her Tax Information to ZSL and/or its Affiliates and the disclosure of any of such Tax Information by ZSL and/or any ZH Group Company under this Addendum;
客戶必須取得或（視情況而定）已經取得所需的每名控權人及/或同意人士的同意，將其稅務資料提供予中吳證券或／及其聯屬人，以及讓中吳證券/或任何中吳集團公司在本附件下披露任何此等稅務資料；
- (f) the Client must inform each Controlling Person and/or Consenting Person of ZSL 's and/or its Affiliates' powers under this Addendum;
客戶必須將中吳證券或／及其聯屬人於本附件下的權力通知每名控權人及/或同意人士；及
- (g) the Client agrees and warrants that it will provide accurate and complete Personal Information and Tax Information including any declaration of tax residency(ies) to ZSL under this Addendum;
客戶同意並保證將按照本附件向中吳證券提供真實及完整的個人資料和稅務資料，包括任何稅務居地證明；
- (h) (h) the Client agrees that his obligation under this Addendum, including without limitation the obligation to provide information and documentation to ZSL and to notify ZSL within 30 days of any change in the Personal Information and Tax information relating to his account, constitutes a continuing obligation under the Terms and Conditions; and
客戶同意按照本附件列明的義務，包括但不限於向中吳證券提供資料和文件的義務，並於其個人資料及稅務資料有任何更改後30 天內通知中吳證券，以構成條款下的持續責任；及
- (i) ZSL and/or its Affiliates may report the Tax Information or disclose any and all information related to the Account to any government or tax authority (whether within or outside Hong Kong) and whether before or after the exercise of a termination right under this Account by ZSL.
中吳證券或／及其聯屬人可以匯報稅務資料或披露任何及所有關於帳戶的資料給任何政府或稅務機關，不論該機關在香港以內或以外，也不論是在中吳證券/或／及其聯屬人行使該帳戶下的終止權之前或之後。

10. The Client agrees that ZSL may gather, store, use, process, disclose and report to the any Authority or any other person such information (including any information relating to any of the Account(s) with ZSL and any transaction or dealing with the Client and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client) necessary or helpful for ZSL to comply, as a result of the Client's US tax status or the status of any beneficial owner of the Client, with any obligation that ZSL has or may become subject to in the future, whether in accordance with the provisions of any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process, or assumed by ZSL pursuant to an agreement with the another Authority, to provide information or documentation, or necessary or helpful for ZSL to avoid or minimize the application of the FATCA Withholding Tax on payments that ZSL may receive or that ZSL may make to the Client.

客戶同意中吳證券可收集、儲存、使用、處理、向任何機關或任何其他人士披露及報告，可以或有助中吳證券，根據客戶或任何客戶的受益者之美國稅務狀況，遵循未來必須或可能承擔的義務之資訊(包括任何有關客戶在中吳證券的帳戶及任何與客戶間的交易或商業往來資料，以及任何客戶的直接或間接受益者、受益人或控制人的個人資料)，此等義務包括依據任何法律、指令、法規、規則、司法或行政命令、判決、命令、政府法案、批准、裁定、令狀或其他司法或行政執行的程序，或中吳證券與機關的約定，去提供資料或文件，或其他必須或有益的資訊以使中吳證券在可能收取的款項或中吳證券/可能支付給客戶的款項上，可以避免或減少FATCA扣繳稅的應用。

11. The Client agrees to provide ZSL, within 90 days upon ZSL's request, with:
客戶同意在收到中吳證券要求後90日內，提供:

- (a) any documentation or information relating to its identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client (including IRS Forms W-9, W-8BEN and W-8IMY or other self-declaration form);
任何有關客戶身份及稅務狀況以及任何客戶的直接或間接受益者、受益人或控制人之文件或資料(包括IRS表格W-9, W-8BEN 與W-8IMY)；

- (b) any documentation or information relating to the direct or indirect ownership or holding of any of the Account(s) with ZSL or any product, service, assistance or support whatsoever provided by ZSL to the Client from time to time; and

任何有關客戶在中昊證券帳戶的直接或間接擁有者或持有者，或有關中昊證券不時提供客戶之商品、服務、協助或資助等之文件或資料；

- (c) such written consents and waivers of applicable data protection legislation or other rules or regulations in a form provided or approved by ZSL from the Client's direct and indirect beneficial owners for the purpose of permitting ZSL to take the actions set forth in Clause 10.

為了允許中昊證券執行第10條規定，由客戶直接或間接受益者，以中昊證券同意或核准的表格，出具之豁免適用之個人資料保護法律或其他法例或規則之書面同意或豁免。

12. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Terms and Conditions.

除非本文件內另有定義，否則所有大楷書寫的字詞應具有條款及條件內列明的意思。

13. This Addendum, as amended and/or supplemented from time to time, shall become an integral part of all contracts, agreement and other binding arrangements which you enter into with ZSL. ZSL shall notify you of any material changes although it shall be your responsibility to ensure that you are referring to the current version of the Addendum, which will be made available on our corporate website.

本附件屬閣下與中昊證券簽訂的所有合同、協議及其他具約束力的安排的組成部分。中昊證券有權於任何時間對本附件的任何條款進行增加、修改或刪除。任何修改將會顯示在中昊證券的網站。中昊證券會就本附件的任何重大更改通知客戶，雖然查看附件的現行版本是客戶的責任。

14. In the event of any inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum will prevail.

倘若本附件的條文與協議的有任何不符之處，以本附件的條文為準。

PERSONAL INFORMATION COLLECTION STATEMENT 個人資料收集聲明

This Statement is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong Special Administrative Region) (the "Ordinance") in relation to the supply of Client's personal data to the Company for (i) the opening or maintenance of Client account(s) (the "Account") for securities trading and related services with the Company and (ii) any other related services incidental thereto.

此聲明是依照香港特別行政區法例第486章個人資料(私隱)條例("條例")作出的。它是關於客戶(i)在本公司開立或持續操作帳戶("帳戶")以作證券買賣及有關服務及(ii)其他相關服務時客戶向本公司提供個人資料的聲明。

1. Purposes of Collection

收集目的

- 1.1 The personal data provided by Client to the Company and in any documentation which comes into existence as a result of (i) Client's opening or maintenance of the Account with the Company or (ii) Client seeking investment advice from the Company, will be used by the Company for the following purposes: -

客戶因(i)在本公司開設或持續操作帳戶和(ii)向本公司徵求投資建議而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：-

- (a) conducting credit review through credit report agencies both in Hong Kong Special Administrative

Region ("HKSAR") and overseas, processing of Client's application for grant of credit or margin facilities by the Company or the maintenance and the review of such credit or margin facilities (if applicable); 透過本港及海外的信貸報告中介進行信貸審查、處理客戶向本公司申請給予信貸或「孖展」或持續操作及審查該等信貸或「孖展」的安排（如適用）；

(b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of Client;
代客戶購買、出售、投資、交易、收購、保管、處置及辦理與各種證券有關的事務；

(c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission ("SFC"), the rules and regulations of The Stock Exchange of Hong Kong Limited (the "Exchange") and Hong Kong Securities Clearing Company Limited ("the Clearing House"); and

保存有關資料以符合本港所制訂和有效的有關證券交易的條例及附屬規例和符合證券及期貨事務監察委員會（“證監會”）的守則，以及符合香港聯合交易所有限公司（“聯交所”）、香港中央結算有限公司（“中央結算”）的規則及規例；及

(d) direct marketing and/or cross-selling of the financial and/or investment products and services provided by the Company and/or any of its direct or indirect holding companies, subsidiaries of such holding companies, affiliated companies and other related companies (the "Group") as stated under Paragraph 4 herein below.

在以下第 4 段所述的直接促銷及／或交叉銷售本公司及／或其他任何本公司直接或間接持有的公司、該等公司的子公司、聯繫公司及其他相關公司（“本集團”）所提供的財務及／或投資產品及服務。

2. The Obligation to Provide Personal Data

提供個人資料的責任

2.1 It is obligatory for Client to supply the personal data as required by the Company. If Client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide any services to Client.

客戶有責任向本公司提供所需的個人資料。如客戶未能提供所需得個人資料，本公司可拒絕為客戶開設或持續操作帳戶或向客戶提供任何服務。

2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to Client's obligations under the Ordinance.

鑒於客戶在條例下的責任，當客戶向本公司提供個人資料時，客戶須確認所提供的資料為正確。

3. Disclosure of Information

資料的披露

3.1 The Company may, as it deems necessary or upon requests, disclose to its execution brokers, agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing, the Company's auditors and/or service providers providing administrative support or other back office services to the Company such information as it requires to operate Client's account or execute Client's orders relating to the activities described in 1.1(b) above, including without limitation any credit reporting agency(ies) and service provider(s) in Hong Kong, China or overseas.

本公司如認為有需要或被要求，可向處理證券、期貨及期權結算的執行經紀、代理人或代名人、聯繫人、個人或法團、本公司的核數師及／或向本公司提供行政支援及其他後勤部門服務的服務提供者披露客戶運作帳戶所需的資料或執行上述1.1(b)所提及的事務有關的客戶指令，包括但不限於任何在香港、中國或海外的信貸報告中介。

3.2 The Client agrees and consents, the Company may, as it deems necessary or upon requests, provide copies of Client's data, identity documents, and/or other personal particulars, to its execution brokers, agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing, the Company's auditors and/or service providers providing administrative support or other back office services to the Company such information as it requires to operate Client's account or execute Client's orders relating to the activities described in 1.1(b) above, including without limitation any credit reporting agency(ies) and service provider(s) in Hong Kong, China or overseas.

客戶同意及允許，本公司如認為有需要或被要求，可向處理證券、期貨及期權結算的執行經紀、代理人或代名人、聯系入、個人或法團、本公司的核數師及/或向本公司提供行政支援及其他後勤部門服務的服務提供者提供客戶資料、身份證明文件、及/或其他個人信息的副本，以支持或維護賬戶運作或執行上述1.1(b)所提及的事務有關的客戶指令，包括但不限於任何在香港、中國或海外的信貸報告中介。

3.3 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by Client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to inspect such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例、證監會的守則，以及聯交所及中央結算的規則及規例，本公司可向聯交所及中央結算，證監會及條例所定義的財經監管機構、根據法律有權查閱客戶所提供的個人資料的政府部門，其他監管機構、個人或法團披露客戶所提供的個人資料。

4. Use of Data in Direct Marketing

在直接促銷中使用資料

4.1 The Company intends to use the Client's data in direct marketing and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that: 本公司擬把客人的資料用於直接促銷，而本公司為該用途須獲得客人同意(包括表示不反對)。就此，請注意：

(a) the name, contact details, financial background and demographic data of the Client held by the Company from time to time may be used by the Company or may be provided by the Company to any third party in direct marketing;

本公司將不時持有的客戶的姓名、聯絡資料、財務背景及人口統計數據用於本公司的直接促銷或提供予任何第三方作直接促銷；

(b) the following classes of services, products and subjects may be marketed: financial, investment, insurance, real estate related services and products;

下列類別的服務、產品及項目可被促銷：財務、投資、保險及房地產相關的服務與產品；

(c) (iii) the above services, products and subjects may be provided or solicited by the Company and/or any other member of the Group; and

上述服務、產品及項目或會由本公司及/或任何其他本集團成員提供或徵求；及

(d) in addition to the marketing of the above services, products and subjects by the Company itself, the Company also intends to provide the data described in paragraph 4.1(i) above to all or any of the persons described in paragraph 4.1(iii) above for them to use in marketing those services, products and subjects, and the Company requires the Client's written consent (which includes an indication of no objection) for that purpose.

除用作本公司促銷上述服務、產品及項目之外，本公司亦擬將以上4.1(i)段所述的資料提供予以上4.1(iii)段所述的全部或任何人士，以供該等人士用作促銷該等服務、產品及項目，而本公司為此用途須獲得客戶書面同意（包括表示不反對）。

4.2 If the Client does not wish the Company to use or provide to other persons his/her personal data for use in direct marketing as described above, the Client may exercise his/her opt-out right by notifying the Company at any time and without charge.

如客戶不欲本公司如上述將其資料用於或提供予其他人士作直接促銷用途，客戶可隨時通知本公司以行使其拒絕直接促銷的權利，此安排並不收取任何費用。

4.3 To provide consent for or to opt-out from the Company using or providing the Client's data to other persons for use in direct marketing, please fill out Direct Marketing-Consent/Opt Out Request Form and return it to the Company. This request shall apply to all personal account(s) maintained by the Client at the Company.

若客戶同意或不欲本公司將客戶的資料用於或提供予其他人士作直接促銷用途，客戶可填妥直接促銷-同意/拒絕要求表格並交回該表格予本公司。此項要求適用於客戶在本公司開設的所有個人帳戶。

5. Access to Personal Data/Opt-out for Direct Marketing

查閱個人資料/拒絕使用作直銷推廣

- 5.1 In accordance with the relevant terms of the Ordinance, the Client may request access to the personal data supplied by the Client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request; and
根據條例有關係款的規定，客戶可向本公司要求查閱其提供的個人資料及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求；及
- 5.2 The Client may opt out his/her personal data to be used for direct marketing at any time by giving notice and without charge to the Company and such notice shall take effect upon the expiry of 3 business days from the date of the Company's actual receipt for such notice.
客戶可以隨時在不收費下通知本公司拒絕客戶的個人資料被用作直接促銷之用，該等通知生效日期以本公司真正收到該等通知後之 3 個營業日起生效。

6. China Connect Securities (Northbound Trading) Service 中華通證券(北向交易)服務

6.1 Processing of Personal Data as Part of the China Connect Securities (Northbound Trading) 中華通證券(北向交易)個人資料處理的部分

The Client acknowledges and agrees that in providing the Company's China Connect Securities (Northbound Trading) Service to the Client, the Company will be required to:

客戶確認並同意本公司向客戶提供中華通證券(北向交易)服務時，本公司需要：

- (a) tag each of the Client's orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to the Client or the BCAN that is assigned to the Client's joint account with the Company, as appropriate; and
在提交每宗客戶交易指令予中華通買賣盤訂單傳遞系統時，在交易指令中標記上一個專屬於客戶的券商客戶編碼或(如客戶為聯名帳戶)客戶聯名帳戶獲分配的券商客戶編碼(以下共簡稱為「券商客戶編碼」)；及
- (b) provide to the Exchange the Client's assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to the Client as the Exchange may request from time to time under the Rules of the Exchange.
不時向交易所根據其規則的要求提供客戶的券商客戶編碼以及與客戶身份有關的信息(下稱「客戶識別信息」)。
- 6.2 Without limitation to any notification the Company has given the Client or consent the Company has obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and the Company's services to the Client, the Client acknowledges and agrees that the Company may collect, store, use, disclose and transfer personal data relating to the Client as required as part of the Company's China Connect Securities (Northbound Trading) Service, including as follows:
不受限於本公司就著因應客戶的帳戶或提供服務予客戶而處理客戶個人資料而給予客戶的通知或取得的客戶同意，客戶確認並同意，作為本公司中華通證券(北向交易)服務的一部份，本公司可以作出下述的收集、儲存、使用、披露及轉移客戶個人資料的行為：
- (a) to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
不時向交易所及相關聯交所子公司披露及轉移客戶的券商客戶編碼及客戶識別信息，包括在中華通買賣盤訂單傳遞系統輸入中華通證券交易指令時標記客戶的券商客戶編碼，並實時轉傳至相關中華通證券交易營運者；
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China 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 Connect Market Operator (directly or through the relevant China 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; 允許各交易所及相關聯交所子公司：(i)收集、使用及儲存客戶的券商客戶編碼及客戶識別信息以

及相關中華通結算所提供(以儲存而言，它們通過香港交易所進行的)的合併、核實及配對的券商客戶編碼及客戶識別信息，以作市場監察及執行交易所規則用途；(ii) 基於下列(c)及(d)所述目的，不時(直接或通過相關中華通結算所)轉移該等資料予相關中華通證券交易營運者；及(iii) 披露該等資料予香港相關監管機構及執法機關，以配合其履行關於香港金融市場的法定職能；

- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's 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 Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's 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

允許相關中華通結算所：(i)收集、使用及儲存客戶的券商客戶編碼及客戶識別信息，以對券商客戶編碼及客戶識別信息作出合併及核實並與其投資者身份識別資料庫作出配對，及把合併、核實及配對的券商客戶編碼及客戶識別信息提供予相關中華通證券交易營運者、交易所及相關聯交所子公司；(ii)使用客戶的券商客戶編碼及客戶識別信息，以履行其證券帳戶管理的法定職能；及(iii)披露該等資料予中國相關監管機構及執法機關，以配合其履行關於中國金融市場的監管、監察及執法職能；及

- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store the Client's BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China 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.

允許相關中華通證券交易營運者：(i)收集、使用及儲存客戶的券商客戶編碼及客戶識別信息，以監察通過使用中華通服務在相關中華通市場進行之證券交易，和執行相關中華通證券交易營運者之規則；及(ii)披露該等資料予中國相關監管機構及執法機關，以配合其履行關於中國金融市場的監管、監察及執法職能。

- 6.3 By instructing the Company in respect of any transaction relating to China Connect Securities, the Client acknowledges and agrees that the Company may use the Client's 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 Connect Securities Northbound Trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's 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.

當客戶指示本公司進行任何中華通證券的交易時，客戶確認並同意，本公司可以使用客戶的個人資料於遵守交易所的要求及其對中華通北向交易不時生效的規則。客戶亦明白，即使未來客戶計劃撤消其同意，客戶的個人資料(不論客戶撤消客戶同意前或後)會繼續被儲存、使用、披露、轉移或其他方式處理，以達至上述目的。

- 6.4 Consequences of Failing to Provide Personal Data or Consent

不能提供個人資料或同意的後果

Failure to provide the Company with the Client's personal data or consent as described above may mean that the Company will not, or no longer be able, as the case may be, to carry out the Client's trading instructions or provide the Client with the Company's China Connect Securities (Northbound Trading) Service.

客戶不能如上述向本公司提供個人資料或同意，將可能導致本公司(按情況)不會或不可繼續執行客戶的交易指示或向客戶提供中華通證券(北向交易)服務。

7. Investor Identification and OTC Securities Reporting

投資者識別碼及場外證券匯報

The Client acknowledges and agrees that the Company may collect, store, process, use, disclose and transfer personal data relating to me (including my CID and BCAN(s)) as required for the Company to provide services to the Client in relation to securities listed or traded on the Stock Exchange of Hong Kong ("SEHK") and for complying with the rules and requirements of SEHK and the Securities and Futures Commission ("SFC") in effect from time to time. Without limiting the foregoing, this includes –

客戶明白並同意，本公司為了向客戶提供與在香港聯合交易所（「聯交所」）上市或買賣的證券相關的服務，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（「證監會」）的規則和規定，本公司可收集、儲存、處理、使用、披露及轉移與客戶有關的個人資料（包括客戶的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括 –

- 7.1 disclosing and transferring the Client's personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移客戶的個人資料（包括客戶識別信息及券商客戶編碼）；
- 7.2 allowing SEHK to:
允許聯交所：
- (a) collect, store, process and use the Client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and
收集、儲存、處理及使用客戶的個人資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；
 - (b) 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;
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；
 - (c) use such information for conducting analysis for the purposes of market oversight; and
為監察市場目的而使用有關資料進行分析；及
- 7.3 allowing the SFC to:
允許證監會：
- (a) collect, store, process and use the Client's 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
收集、儲存、處理及使用客戶的個人資料（包括客戶識別信息及券商客戶編碼），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
 - (b) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
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。

The Client also agrees that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

客戶亦同意，即使客戶其後宣稱撤回同意，本公司在客戶宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移客戶的個人資料以作上述用途。

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

客戶如未能向本公司提供個人資料或上述同意，可能意味著本公司不會或不能夠再（視情況而定）執行客戶的交易指示或向客戶提供證券相關服務，惟出售、轉出或提取客戶現有的證券持倉（如有）除外。

The terms "BCAN" and "CID" used in the above-mentioned 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. 有關「券商客戶編碼」及「客戶識別信息」將依據不時修訂的《證券及期貨事務監察委員會持牌人或註冊人操守準則》第5.6段所界定的含義。

8. Cross-border Transfer of Personal Data 跨境個人資料轉讓

8.1 For the purpose as set out under paragraph 1 above, the Company may transfer Client's personal data including without limitation his/her name, identity documents, contact details, financial background and demographic data outside Hong Kong to the Company's credit reporting agency(ies), execution brokers, agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing, the Company's auditors and/or service providers providing administrative support or other back office services to the Company, for providing operational and administrative support and back office services to the Company which are situated in places including the People's Republic of China and/or overseas areas where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Ordinance. That means the Client's personal data may not be protected to the same or similar level in Hong Kong.

爲了上述第1段所列明的目的，本公司有可能把客戶的個人資料包括但不限於他/她的姓名、身份證明文件、聯絡資料、財務背景及人口統計數據轉移至位於香港以外的信貸報告中介、執行經紀、代理人或代名人、聯系入、個人或法團、本公司的核數師及/或向本公司提供行政支援及其他後勤部門服務的服務提供者，包括中華人民共和國及/或其他海外地區等資料保障法律有可能不是與條例大致相同或用作相同目的的地方。即客戶的個人資料可能不會受到在香港的相同或相似等級的保障。

8.2 If the Client does not wish the Company to transfer his/her personal data to places other than Hong Kong, the Client may exercise his/her opt-out right by notifying the Company at any time and without charge.

如客戶不欲本公司如上述將其資料轉移至香港以外的地方，客戶可隨時通知本公司以行使其拒絕直接促銷的權利，此安排並不收取任何費用。

8.3 To provide consent for or to opt-out from the Company transferring the Client's data to places other than Hong Kong for use in providing services to the Client, please fill out the relevant written consent form and return it to the Company. This request shall apply to all personal account(s) maintained by the Client at the Company.

若客戶同意或不欲本公司將客戶的資料轉移至香港以外的地方作提供服務予客戶的用途，客戶可填妥相關書面同意表格並交回該表格予本公司。此項要求適用於客戶在本公司開設的所有個人帳戶。

9. Client's Acknowledgement and Authorization

客戶的認可和授權

9.1 Whilst the Client expects the Company to keep confidential all matters relating to the Account, the Client hereby expressly authorizes the Company to provide to the SFC, the Exchange, the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然客戶預期本公司將予該帳戶有關之事情保密，客戶謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，本公司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

9.2 The Client hereby acknowledges that the Client has read this Statement provided by the Company pursuant to the Ordinance and has agreed to the terms in it. The Client understands and acknowledges that the Company intends to use the Client's personal data for direct marketing and the Company may not so use the Client's data unless the Company has received the Client's consent to such intended use. The Client expressly acknowledges, confirms and agrees that unless the Client decides to opt out the use of his/her personal data for direct marketing by filling and signing the Direct Marketing-Consent/Opt Out Request Form or by giving notice to the Company at any time as this Statement, the Company shall use the Client's personal data for direct marketing as agreed in this Statement.

客戶謹此承認客戶已詳閱本公司根據條例發出的此聲明，並完全同意其條款。客戶明白及承認本公司擬把客戶的資料使用於直接促銷及本公司須收到客戶對該擬進行的使用的同意，否則不得如此使用該資料。客戶明確承認、確認及同意除非客戶決定以填寫及簽署直接促銷 - 同意/拒絕要求表格或根據個人資料收集聲明所載隨時通知本公司，本公司將根據此聲明使用客戶的資料於直接促銷。

9.3 The Client hereby acknowledges and authorizes the Company to keep Client's personal data contemporaneously at the approved premises(s) in Hong Kong and in other places.

客戶謹此承認並授權本公司將客戶的個人資料同時保存在受批准的香港處所和其他地方。

10. Enquiries

查詢

10.1 The Company intends to use the Client's data in direct marketing under paragraph 4 above and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that enquiries concerning the personal data provided by the Client to the Company, including the

request for access and correction, should be addressed to: -

本公司擬把客戶的資料用於上述第4段所述的直接促銷，而本公司為該用途須獲得客人同意(包括表示不反對)。就此，請注意如客戶對向本公司提供的個人資料有任何疑問，包括要求查閱及改正該等個人資料，可致函：

ZH Securities Limited

中昊證券有限公司

Suite 931, 9/F, Ocean Centre, Harbour City, Tsim Sha Tsui, Hong Kong

香港尖沙咀海港城海洋中心9樓931室

Telephone No. 電話號碼: 37976161

Fax No. 傳真號碼: 37972662

(In case of any discrepancies between the English and Chinese versions of this Statement, the English version shall prevail.)

(如本聲明中英文版本有任何歧義，概以英文版本為準。)