



**中信信期國際證券有限公司**  
**CITIC CFI Securities Company Limited**

**證券買賣條款**

**Terms and Conditions for Securities Trading**

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## 1. 定義及釋義 Definitions and Interpretation

### 1.1 在此等條款（如下定義）中，除文義另有所指外，下列詞語及詞句應具下列含意：

In these Terms and Conditions (as defined below), save where the context otherwise requires, the following words and expressions shall have the following meanings:

「戶口」指客戶不時為證券交易而在中信信期證券開立及維持的戶口（不論以姓名、號碼或其他方式指定開立的）；

“Account” means the account or accounts (whether designated by name, number or otherwise) opened and maintained by the Customer with CITIC CFI SECURITIES from time to time for dealing in Securities;

「證券帳戶」指於中信信期證券開立以主要進行及記錄中信信期證券按照客戶指示進行的證券交易的帳戶；

“Securities Account” means an Account with the CITIC CFI SECURITIES primarily for effecting and recording Securities Transactions effected by the CITIC CFI SECURITIES on the Instructions of the Customer;

「聯屬人」一般就本協議任何一方而言，指與該方存在控權實體關係的個人、公司、合夥商號或任何其他形式的實體；或任何該等實體的董事、高級職員或僱員；

“Affiliate” means in relation to a party to the Agreement, an individual, corporation, partnership or any other form of entity who is directly or indirectly controlling, controlled by or under common control with that party, or any of such entities’ directors, officers or employees;

「協議」指客戶和中信信期證券之間關於戶口開設、維護和運營及相關服務的所有書面協議，包括但不限於適用的表格、此條款及其任何附件、以及由中信信期證券就與此等條款項下的交易有關而發出的任何免責聲明及風險披露說明，所有該等協議中信信期證券有絕對酌情權不時作出修改、補充和/或改變；

“Agreement” means all written agreements, forms, questionnaires and letters between the Customer and CITIC CFI SECURITIES regarding the opening, maintenance and operation of the Account(s) and related services, including but not limited to the applicable Form, these Terms and Conditions and any appendix thereto, any disclaimers and risk disclosure statements issued by CITIC CFI SECURITIES in connection with the transactions contemplated by these Terms and Conditions, in each case as amended, supplemented and/or modified by CITIC CFI SECURITIES incidentally at its absolute discretion from time to time;

「獲授權人」指已經被客戶指定或按有關公司或其他程序由客戶正式授權（有關文件須呈交中信信期證券並須獲得其接納以茲證明）代其執行與本協議有關事宜之人士。在中信信期證券未收到客戶合適的書面通知撤銷該項授權前，該等人士應為有效之獲授權人。客戶如屬個人，除客戶另行通知中信信期證券外，則獲授權人應包括客戶本人。「獲授權人」一詞亦指多位獲授權人中的任何一位；

“Authorized Persons” means those persons who have been appointed by or duly authorized by the Customer according to all necessary corporate actions or other procedures (which shall be evidenced by appropriate documentation delivered and acceptable to CITIC CFI SECURITIES) to act on behalf of the Customer in connection with the Agreement. Such person(s) shall continue to be Authorized Person(s) until CITIC CFI SECURITIES has received from the Customer appropriate documents revoking the authority of such person(s). In the case of a Customer being an individual, the Authorized Persons shall include the Customer himself unless the Customer has notified CITIC CFI SECURITIES otherwise. “Authorized Person” means any one of the Authorized Persons;

「中信信期證券」指中信信期國際證券有限公司；

“CITIC CFI SECURITIES” means CITIC CFI Securities Company Limited;

「客戶款項規則」指證監會不時修訂的證券及期貨條例 149 條下訂立之證券及期貨（客戶款項）規則（香港法例 571I 章）；

“Client Money Rules” means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;

「保管代理人」指中信信期證券在香港或海外地區所僱用的其認為適當之代理人、聯繫人、分保管人、代名人。此等人士代中信信期證券持有證券或其他資產、收取或支付、交付或交換各類證券及其他資產或代中信信期證券履行其作為協議項下所訂定之保管人責任。為免生疑問，該等保管代理人亦應包括任何結算系統；

“Custodial Agent” means such agents, correspondents, sub-custodians or nominees in Hong Kong or elsewhere employed by CITIC CFI SECURITIES as it thinks fit to hold securities or other assets, to pay for and receive, or to deliver or exchange or to make collections with respect to Securities or other assets or otherwise to perform any of CITIC CFI SECURITIES’s duties as custodian under the Agreement and shall include (for the avoidance of doubt) any clearing systems;

「客戶資料表格」指含中信信期證券所需客戶資料的並由中信信期證券指定格式的客戶資料表格；

“Customer Information Statement” means the Customer Information Statement in such form as may be prescribed by CITIC CFI SECURITIES which contains such information about the Customer as CITIC CFI SECURITIES may require;

「客戶」指個人客戶及其或各自的遺囑執行人、遺產管理人、承繼人及遺產代理人、公司或法團、非法團及其許可承繼人；

“Customer(s)” means the individual customer(s) and his or their respective executors, administrators, successors and personal representatives and the company or corporate body, the unincorporated body and its permitted successors;

「表格」指此證券交易戶口開戶表格（包括客戶信息聲明）及不時修改、補充和/或改變之版本；

“Form” means this Securities Trading Account Opening Form (including the Customer Information Statement) as amended, supplemented and/or modified from time to time;

「聯交所」指香港聯合交易所；

“HKSE” means the Stock Exchange of Hong Kong Limited;

「聯交所規則」指聯交所不時修訂、補充及/或變更的規則、規定及程序；

“HKSE Rules” means the rules, regulations and procedures of HKSE as amended, supplemented and/or modified from time to time;

「香港」指中華人民共和國香港特別行政區；

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

「孖展」指客戶存入或此後於任何時間中信信期證券確認需要存入、轉移或導致轉移至由中信信期證券或其代名人持有的金錢及證券，作為證券戶口的抵押品；

“Margin” means the monies and Securities of the Customer which are or shall at any time hereafter be required, as determined by CITIC CFI SECURITIES, to be deposited with, transferred or caused to be transferred to or held by CITIC CFI SECURITIES or its nominee as collateral under the Account;

「孖展證券貸款」指中信信期證券不時按協議及中信信期證券及客戶不時同意的特定條款的規定向客戶提供的可循環使用信貸服務，並包括按協議記帳入證券戶口中的借貸款額；

“Margin Financing Facilities” means the revolving credit facilities to be made available from time to time by CITIC CFI SECURITIES to the Customer subject to the provisions of the Agreement, and the specific terms agreed between CITIC CFI SECURITIES and the Customer from time to time and include all amounts debited to the Securities Account following the terms of the Agreement;

「該條例」指《證券及期貨條例》第 571 章及根據該等法例所不時修訂、修改或取代之附屬法例；

“Ordinance” means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong, and any subsidiary legislation made thereunder, as revised, amended or substituted from time to time;

「專業投資者」在該條例的附表 1 第 1 部第 1 條項下定義；其包括在定義的(a)至(j)款中規定的指明實體，以及屬於《專業投資者規則》項下規定類別的人士；

“Professional Investor(s)” means the persons defined in section 1 of Part 1 of Schedule 1 to the Ordinance. It includes specified entities set out in paragraphs (a) to (j) of the definition and persons belonging to a class which is prescribed under the Professional Investor Rules;

「專業投資者規則」是指證監會根據該條例第 397(1)條及其不時修訂的版本；

“Professional Investor Rules” means the Securities and Futures (Professional Investor) Rules made by the SFC under section 397(1) of the Ordinance as amended from time to time;

「證券」指：

- (i) 任何團體(不論是否屬法團)或政府或市政府當局的或由它發行的股份、股額、債權證、債權股額、基金、債券或票據；
- (ii) 在(i)段所述各項中的或關乎該等項目的權利或權益(不論以單位或其他方式描述)；
- (iii) 在(i)段所述各項目的權益證明書、參與證明書、臨時證明書、中期證明書、收據或認購或購買該等項目的權證；
- (iv) 在集體投資計劃中的權益；
- (v) 通常稱為證券的權益、權利或財產，不論屬文書或其他形式；
- (vi) 該條例第 392 條提述的公告訂明為按照該公告的條款視為證券的權益、權利或財產，或屬於如此訂明為如此視為證券的類別或種類的權益、權利或財產；及
- (vii) 任何其他中信信期證券不時修訂之票據、資產及財產等。

“Securities” means

- (i) shares, stocks, debentures, loan stocks, funds, bonds or notes of, or issued by, a body, whether incorporated or unincorporated, or a government or municipal government authority;
- (ii) rights or interests in those items mentioned in (i) above (whether described as units or otherwise) in, or in respect of, such shares, stocks, debentures, loan stocks, funds, bonds or notes;
- (iii) certificates of interest or participation in, temporary or interim certificates for, receipts for, or warrants to subscribe for or purchase, such shares, stocks, debentures, loan stocks, funds, bonds or notes;
- (iv) interests in any collective investment scheme;
- (v) interests, rights, property, whether in the form of an instrument or otherwise, commonly known as securities;
- (vi) interests, rights or property which is interests, rights or property, or is of a class or description of interests, rights or property, prescribed by notice under Section 392 of the Ordinance as being regarded as securities in accordance with the terms of the notice; and
- (vii) such other instruments, assets or property as CITIC CFI SECURITIES may determine from time to time.

「結算戶口」指客戶資料表格中指定為結算戶口的客戶的銀行戶口或客戶不時以書面通知中信信期證券客戶的其他銀行戶口；

“Settlement Account” means the bank account of the Customer designated as the Settlement Account in the Customer Information Statement or such other bank account of the Customer as the Customer may notify CITIC CFI SECURITIES in writing from time to time;

「證監會」指香港證券及期貨事務監察委員會；

“SFC” means the Securities and Futures Commission of Hong Kong;

「賣空指令」指在聯交所證券交易中具有該條例附表 1 中賦予的含義，以及在其他所有情況下，是指代理客戶賣空任何投資產品的指令；

“Short Selling Order” has the meaning prescribed in the Ordinance for the purpose of dealing in securities on the HKSE, and in all other cases, an order to short sell any investment product on behalf of a Customer;

「內幕消息」指在聯交所證券交易中具有該條例第 XIVA 部第 307A 條賦予的含義，以及在其他所有情況下，是指上市公司有關，未公開及可能會對其股價產生影響的消息。

“Inside Information” has the meaning prescribed in the Ordinance for the purpose of dealing in securities on the HKSE, and in all other relating to a company that has not been made public but could have an impact on its share price.

「證監會操守準則」指經不時修訂、補充及／或變更的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；以及

“SFC Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the SFC as amended, supplemented and/or modified from time to time;

「條款」或「條款及細則」指此證券買賣條款及不時修改、補充和/或改變之版本；以及

“Terms and Conditions” means this Terms and Conditions for Securities Trading as amended, supplemented and/or modified from time to time; and

- 1.2 單數詞應包括其複數詞，反之亦然；任何陽性詞、陰性詞和中性詞應包括其陽性詞、陰性詞和中性詞。對人士的提述包括個人、商號、獨資企業、合夥商號及公司。  
Words importing the singular include the plural and vice versa and words importing a gender include all genders. Words denoting a person include an individual, a firm, sole proprietorship, partnership and corporation.
- 1.3 「其他」及「包括」等詞語並不限制任何前文詞語的一般性，以及在該等詞語可作更廣詮釋時不應解釋為受限於前文詞語的相同類別含義。  
The words “other” and “including” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.
- 1.4 協議中對條文的提述應解釋為對不時經修訂及於當時生效的此等條款的條文的提述。  
References to Clauses in the Agreement are to be construed as references to clauses to these Terms and Conditions as from time to time amended and as in force for the time being.
- 1.5 此等條款加入的標題僅供參考，不應影響此等條款規定的含義或詮釋。  
Headings in these Terms and Conditions are inserted for reference only and shall not affect the meaning or interpretation of the provisions of these Terms and Conditions.
- 1.6 所有條款均以此第 1.6 條款為前提。所有與客戶不時申請或獲得的服務（和/或所有其中可能事項）大約相關之條款將在最大範圍內予以適用。如有任何關於此等適用範圍之歧義或爭議，以中信信期證券之解釋為準。  
All Terms and Conditions are subject to this Clause 1.6. These Terms and Conditions shall apply to the largest extent that such Terms and Conditions are related to the services (and/or all matters contemplated herein) applied for and received by the Customers from time to time. Should there be any ambiguity or dispute of such application, the interpretation of CITIC CFI SECURITIES shall prevail.

## 2. 戶口 Account

- 2.1 經中信信期證券批准後，客戶須開設及維持該戶口以進行及記錄按照本協議進行之所有證券交易。  
Upon approval of CITIC CFI SECURITIES, the Customer shall open and maintain the Account for effecting and recording all the Customer's Securities transactions made according to the Agreement.
- 2.2 就有關轉移證券入證券戶口之事宜，客戶須自行安排及指示轉讓方轉讓證券予中信信期證券並自行負擔相關的費用及開支。  
在中信信期證券確實收悉證券之前，證券並不會記錄入證券戶口。  
In respect of transfers of Securities into the Account, the Customer shall arrange for and instruct the transfer of the Securities from the transferring party to CITIC CFI SECURITIES at the Customer's own costs and expenses. The Securities will not be credited to the Account until CITIC CFI SECURITIES has confirmed receipt of the Securities.
- 2.3 中信信期證券將會在收到指示後，在合理可行的情況下盡快安排轉移至在證券戶口內的客戶的證券予客戶指示中指定的第三方，惟須符合以下規定：  
(a) 客戶須負責促使第三方收取由中信信期證券轉移之證券，及負責此等轉讓之所有處理及轉讓費用及收費；  
(b) 當證券正在進行轉移至中信信期證券並以中信信期證券之名登記時，證券不得被轉移；及  
(c) 客戶須無欠付中信信期證券任何債項。  
CITIC CFI SECURITIES will as soon as reasonably practicable after receipt of an instruction arrange for the transfer of the Customer's Securities in the Account to a third party nominated in the instruction, provided that:  
(a) the Customer is responsible for procuring the third party to receive the Securities transferred from CITIC CFI SECURITIES and for all the handling and transfer fees for such transfer;  
(b) the Securities shall not be transferred when the Securities are in the process of transference and registration in CITIC CFI SECURITIES's name; and  
(c) the Customer is not indebted to CITIC CFI SECURITIES.
- 2.4 客戶承諾：  
(a) 確保其私人密碼保持機密及其數碼證書妥善保管；  
(b) 若客戶得悉或懷疑有任何未經授權的披露或取得其私人密碼或數碼證書，或有未經允許之交易進行，會按實際情況儘快通知中信信期證券；  
(c) 會定期修改密碼。  
The Customer undertakes to:  
(a) keep his personal identification number (“PIN”) confidential and his digital certificate safe and secured;  
(b) inform CITIC CFI SECURITIES as soon as reasonably practicable if the Customer knows or suspects of any unauthorized disclosure of or access to his PIN or digital certificate or any occurrence of unauthorized transactions;  
(c) change password regularly.

## 3. 客戶身份及資料 Customer Identity and Information

- 3.1 中信信期證券、其聯屬人獲客戶授權進行或促使他人進行有關客戶信譽的調查、檢查和查詢，並為此目的接觸客戶的銀行（包括確定或核實客戶財務狀況和投資目的），以及將有關客戶、其戶口、交易和該等交易的最終受益人的資料交予：  
(a) 任何交易所、市場、結算所、官方機構或規管機構、證監會、或其他團體、人士或機構，不論是否因適用於中信信期

證券及其聯屬人的法律、法令或規定有所要求（包括聯交所及／或證監會），以便達致與本協議有關的任何目的，或協助有關的規管人進行其調查、查詢或審查；

- (b) 任何與中信信期證券有合作之香港或海外主體，以滿足該主體遵守所適用的法律、法令或規定的要求；
- (c) 中信信期證券的分公司和任何其聯屬人，以執行指示或履行與客戶訂立的協議內中信信期證券的責任。

CITIC CFI SECURITIES and its Affiliates are authorized by the Customer to conduct or cause to conduct credit investigations, checks and enquiries on the Customer and for such purpose to contact the serving bank(s) of the Customer to ascertain or verify the Customer's financial situation and investment objectives) and to pass any information about the Customer, its Accounts and its transactions and the Ultimate Beneficiary in respect of any such transaction to:

- (a) any exchange, market, clearing house, government agency or regulatory authority, SFC, or other bodies, persons or institutions, whether as required by law, court orders or regulations applicable to CITIC CFI SECURITIES and its Affiliates including HKSE and/or the SFC for any purpose relating to the Agreement or to assist the relevant regulator(s) with any investigation, enquiry or examination which it is undertaking;
- (b) any Hong Kong or overseas entity which has co-operation with CITIC CFI SECURITIES for such entity's compliance with applicable laws, court orders or regulations; and
- (c) any of its branches and any Affiliate in connection with carrying out instructions or fulfilment of CITIC CFI SECURITIES's obligations to the Customer under the Agreement.

3.2 在協議中：

- (a) 「**最終受益人**」一詞指就本協議中中信信期證券為客戶進行或將進行的任何交易而言的下列個別或每個人士，該人士(i)為委託人，客戶在該交易中作為該人士的代理人，(ii)享有該等交易的商業或經濟利益及／或承擔其商業或經濟風險，或(iii)最終負責為該等交易發出指示；及
- (b) 「**身份資料**」一詞，就任何人士而言，指該等人士的真實及全部的身份證明，包括該等人名的別名、地址、職業、及聯絡詳情。

In the Agreement,

- (a) the expression “**Ultimate Beneficiary**”, in the context of any transaction effected or to be effected by CITIC CFI SECURITIES for the Customer pursuant to the Agreement, means each person who (i) is the principal for whom the Customer is acting as an agent in relation to such transaction, (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk, or (iii) is ultimately responsible for originating the instruction in relation to such transaction; and
- (b) the expression “**Identity Information**”, in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.

3.3 在不違反第 3.1 條一般性的原則下，客戶同意如果中信信期證券已從有關的規管人接獲一宗有關客戶、任何戶口或客戶交易的查詢，以下條文將適用：

- (a) 除下文另有規定外，客戶須應中信信期證券的要求（要求應列明有關的規管人的有關聯絡詳情），即時通知中信信期證券（以便傳達予有關的規管人）或直接通知有關的規管人進行交易戶口（不論是全權委託或非全權委託性質）的客戶及／或客戶顧客的身份資料，以及（就客戶所知而言）交易最終的受益人，或如最終受益人為不同人士，則（就客戶所知而言）為最初發出交易指示的該方；
- (b) 如果客戶是為集體投資計劃、全權委託賬戶或全權信託進行交易，客戶須按中信信期證券要求下，立即提供有關該計劃、賬戶或信託的身份資料及（如適用）有關該名代表該計劃、賬戶或信託向客戶發出交易指示的人士的身份資料。客戶代任何計劃、信託或賬戶酌情處理之投資被推翻後，客戶須立即通知中信信期證券。在此情形下，客戶亦須在有關的規管人要求提供交易指示發出人的身份資料時立即通知有關的規管人；
- (c) 如果客戶知悉其客戶為相關客戶的中介人，而並不知悉為其進行交易的該相關客戶的身份資料，彼確認：(i)彼與其客戶已作出安排，於被要求時有權即時從客戶取得第 3.3(a)、(b)及(c)條列明的資料，或促使取得該等資料；及(ii)彼將應中信信期證券的要求，就有關交易即時向對其發出進行交易指示的客戶，要求取得該等資料，並於從其客戶取得或促使取得該等資料後，隨即向有關的規管人提供該等資料；及
- (d) 如果客戶處於具備客戶保密法例的司法管轄區，彼同意根據第 3 條披露資料。如果客戶代表其顧客行事，而有關保密法禁止作出披露，客戶必須促使取得該宗交易最終受益人的同意，根據第 3 條披露任何的資料。此外，客戶作為中信信期證券的一名客戶，同意豁免任何適用客戶保密法例所提供的保障，或客戶作為一名對手方或中介人，同意促使相關之交易最終受益人對該等保障作出書面豁免。

Without prejudice to the generality of Clause 3.1, the Customer agrees that, where CITIC CFI SECURITIES has received a request or enquiry from the relevant regulators in relation to the Customer, any Account or any transaction relating to the Customer, the following provisions shall apply:

- (a) Subject as provided below, the Customer shall, immediately upon request by CITIC CFI SECURITIES (which request shall include the relevant contact details of the relevant regulators), inform CITIC CFI SECURITIES (for transmission to the relevant regulators) or the relevant regulators directly of the Identity Information of the Customer and/or the clients of the Customer for whose Account the transaction was effected (whether on a discretionary or non-discretionary basis) and (so far as known to the Customer) of the Ultimate Beneficiary(ies) in the transaction, or if different from the Ultimate Beneficiary(ies) and (so far as known to the Customer) of the party who originated the instructions for the transaction;
- (b) If the Customer is to carry out transactions for a collective investment scheme, discretionary account or discretionary trust, the Customer shall, upon request by CITIC CFI SECURITIES, inform the relevant regulators immediately of the Identity Information of the scheme, account or trust and, if applicable, the Identity Information of the person who, on behalf of the scheme, account or trust, instructed the Customer to effect the transaction and the Customer shall inform CITIC CFI SECURITIES immediately after his discretion to invest on behalf of any scheme, trust or account has been overridden. In such event, the Customer shall also inform the relevant regulators immediately upon request of the Identity Information of the person(s) who has or have given the instructions in relation to the transaction;
- (c) If the Customer is aware that his client is acting as an intermediary for an underlying client(s), and if the Customer does not know the Identity Information of the underlying client(s) for whom the transaction was effected, he confirms that: (i) he has arrangements in place with his clients which entitle the Customer to obtain the information set out in Clauses 3.3(a), (b) and (c) from his clients immediately upon request or procure that it be so obtained; and (ii) he will, upon request from CITIC CFI SECURITIES in relation to a transaction, promptly request such information from his clients on whose instructions the transaction

was effected, and provide the information to the relevant regulators as soon as received from his clients or procure that it be so provided; and

- (d) If the Customer is based in a jurisdiction with client secrecy laws, the Customer consents to the disclosure of information in accordance to Clause 3. In circumstances where he acts on an Account of his clients and there is secrecy laws in place that prohibits disclosure of information, the Customer must procure the consent of the Ultimate Beneficiary(ies) of the transaction to disclose any information under Clause 3. In addition, the Customer agrees to waive, in his capacity of CITIC CFI SECURITIES's Customer, the protections afforded by any applicable client secrecy laws, or as a counterparty or intermediary, the Customer agrees to procure the written waiver of the relevant Ultimate Beneficiary(ies) to such protections.

- 3.4 另外，客戶承諾在中信信期證券於任何時間及不時要求下向其提供有關客戶的身份資料、財政狀況和其他中信信期證券要求的資料（包括任何戶口及／或透過戶口進行的交易的最終受益人的身份資料）。當所提供或與本協議有關的資料有任何重大變化時，客戶及中信信期證券均各自向對方承諾通知對方有關變化。

In addition, the Customer undertakes to supply CITIC CFI SECURITIES on demand at any time and from time to time Identity Information, financial and other information in relation to the Customer (including the Identity Information of any Ultimate Beneficiary in respect of the Account and/or any transaction effected under the Account) as CITIC CFI SECURITIES may request. The Customer and CITIC CFI SECURITIES undertake to each other to notify each other in the event of material change to the information already provided or information provided in connection with the Agreement.

- 3.5 客戶在第 3 條項下的責任於任何交易完成後或本協議終止後依然生效。

The Customer's obligations under Clause 3 shall survive notwithstanding the completion of any transaction or termination of the Agreement.

- 3.6 如果客戶未能履行第 3 條規定的責任，中信信期證券必須按照證監會的要求拒絕代表客戶進行交易。

CITIC CFI SECURITIES is required by SFC to refuse effecting transactions on behalf of the Customer if the Customer fails to comply with its obligations under Clause 3.

#### 4. 服務及指示 Services and instructions

- 4.1 客戶僅此委任並授權中信信期證券作為代理人為戶口進行證券交易及可向中信信期證券發出指示以代客戶處理證券、應收款項或金錢。中信信期證券可就據稱或其合理地相信源自客戶或獲授權人或由客戶的代表發出的口頭、書面或電子形式的指示而行事。如客戶代表任何其他人士根據本協議向中信信期證券作出指示，中信信期證券就所有用意及目的而言將視客戶為其唯一客戶，而客戶仍須對該交易負責。

The Customer hereby appoints and authorizes CITIC CFI SECURITIES as an agent to deal with Securities in the Account and may give to CITIC CFI SECURITIES instructions to effect Securities transactions, receivables, or money for the Customer. CITIC CFI SECURITIES may act upon instructions given orally, in writing or electronically which purport, and which CITIC CFI SECURITIES reasonably believes to come from the Customer or the Customer's Authorized Person(s) or to have been given on the Customer's behalf. If the Customer is acting on behalf of any other person when instructing CITIC CFI SECURITIES pursuant to the Agreement, CITIC CFI SECURITIES shall nonetheless treat the Customer as its only customer for all intents and purposes and the Customer shall remain liable as such.

- 4.2 儘管第 4.1 條之約定，中信信期證券擁有全權及絕對酌情權拒絕接受任何指示而毋須給予任何理由，亦毋須因其不接受或履行此等指示或未有通知客戶此等不接受指示之原因而引起或與其有關的損失而負責。在不損前述一般性的前提下，中信信期證券可於任何指示不清晰、或中信信期證券收到矛盾指示、或中信信期證券真誠地相信有關指示涉及欺詐、偽造或未經授權或若執行該指示會違反對客戶、獲授權人及／或中信信期證券適用的法律或規例的情況下拒絕執行有關指示。

Notwithstanding Clause 4.1, CITIC CFI SECURITIES is entitled, at its sole and absolute discretion to refuse to accept any instructions and shall not be obliged to give reasons for such refusal and shall not be liable to the Customer for any loss arising out of or in connection with its not accepting or acting on any instructions or omitting to notify the Customer of such refusal. Without prejudice to the generality of the foregoing, CITIC CFI SECURITIES may refuse to act if any instructions are unclear or if CITIC CFI SECURITIES receives conflicting instructions, or if CITIC CFI SECURITIES believes, in good faith, that instructions are fraudulent, forged or unauthorized or that acting on any instructions may be in breach of any law or regulation applicable to the Customer, the Authorized Person and/or CITIC CFI SECURITIES.

- 4.3 如客戶及／或獲授權人多於一人組成，中信信期證券可接納及進行任何其中一人下達的指示。

Where the Customer and/or the Authorized Person consists of more than one person, instructions from any one of such persons may be accepted and acted on by CITIC CFI SECURITIES.

- 4.4 儘管客戶與中信信期證券就規管戶口之操作簽訂之開戶書或其他協議之條款另有規定，中信信期證券獲授權（但並無義務）接納及履行任何透過電話、電子或其他媒介給予的就有關任何證券交易或戶口之款項轉移或任何關於本協議其他目的的指示。任何有關戶口或本協議指示若由任何能報上或鍵入戶口之號碼或中信信期證券編配予客戶之私人密碼、並能提供中信信期證券可能要求的其他資料（包括任何數碼證書或數碼簽署）之人士所發出，該指示將視為由客戶發出的適當、有效及對客戶有約束力之指示。

Notwithstanding the terms of the mandate or other agreement between the Customer and CITIC CFI SECURITIES governing the operation of the Account, CITIC CFI SECURITIES is authorized but is not obliged, to accept and act upon instructions given through telephone or electronic or other means in connection with any Securities transaction or for transfer of funds to or from the Account or for any other purpose in connection with the Agreement. Any instruction in connection with the Account or the Agreement shall be deemed to be proper, valid and binding instructions from the Customer if given by any person quoting or inputting the number of the Account or the personal identification number assigned by CITIC CFI SECURITIES to the Customer and producing such other information (including any digital certificate or digital signature) as may be required by CITIC CFI SECURITIES.

- 4.5 中信信期證券視所有給予的指示為完全授權、可受依賴及對客戶具約束力，不論給予指示當時之情況或該等指示之性質或

數額，及該等指示有任何錯誤、誤會、缺乏清晰、傳達錯誤、欺詐、偽造或未被授權（惟由香港具管轄權法院經最終及司法程序確定中信信期證券之嚴重疏忽、欺詐或蓄意過失則屬例外）。客戶同意對中信信期證券有明確責任，以防止其收到欺詐、偽造、錯誤或未被授權的指示。中信信期證券沒有責任查詢指示之真實性或證實發出或聲稱發出指示人士之身份、權力或真誠。

CITIC CFI SECURITIES may treat all instructions received as fully authorized, completely reliable and binding on the Customer regardless of the circumstances prevailing at the time of the instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, error in transmission, fraud, forgery or lack of authority in the terms of such instructions except in the case of gross negligence, willful misconduct or fraud on the part of CITIC CFI SECURITIES as finally and judicially determined by a competent court in Hong Kong. The Customer agrees that it is under an expressed duty to CITIC CFI SECURITIES to prevent any fraudulent, forged, erroneous or unauthorized instructions from being given. CITIC CFI SECURITIES shall be under no duty to inquire into the authenticity of any instructions or the identity, authority or good faith of the person giving or purporting to give any instructions.

- 4.6 客戶茲無條件及不可撤回地同意在中信信期證券要求下將會全數彌償中信信期證券，並確保中信信期證券不會（不論是直接或間接）由於按照條款的規定同意行動及／或執行指示而受損害或蒙受損失。

The Customer hereby unconditionally and irrevocably agrees to fully indemnify CITIC CFI SECURITIES on CITIC CFI SECURITIES's demand and holds CITIC CFI SECURITIES harmless from and against all loss in connection with, directly or indirectly, CITIC CFI SECURITIES's agreeing to act and/or acting on instructions in accordance with the Terms of Conditions.

- 4.7 除非另有指明，中信信期證券為客戶的執行代理人，且不會在執行代理人工作範疇內對客戶或代表客戶進行之證券交易的價值、特點或適合性作任何保證。儘管前文所述，客戶確認及同意中信信期證券可為客戶或客戶的任何聯屬人進行買賣交易；而中信信期證券的董事、高級職員或僱員亦可為客戶進行買賣交易。如果中信信期證券作為一項交易的主體，則將會在有關交易單據中向客戶作出披露。為免存疑，中信信期證券毋須就本協議項下進行的交易提供投資意見，並且中信信期證券不應被視為已提供任何投資意見。

Unless otherwise specified, CITIC CFI SECURITIES will act as the execution agent of the Customer and does not warrant to the Customer the value, merit or suitability of any Securities transaction entered into by or on behalf of the Customer within the working scope of execution agent. Notwithstanding the aforesaid, the Customer acknowledges and agrees that CITIC CFI SECURITIES may trade on the Customer's Account or the Account of any of the Customer's Affiliates. The directors, officers or employees of CITIC CFI SECURITIES can trade on the Customer's Account or the Account of any of the Customer's Affiliates. Where CITIC CFI SECURITIES acts as principal in relation to a transaction, this will be disclosed to the Customer in the relevant contract note. For the avoidance of doubt, CITIC CFI SECURITIES is not obliged to give investment advice regarding the transactions contemplated by the Agreement and CITIC CFI SECURITIES shall not be deemed or taken to have given any investment advice.

- 4.8 中信信期證券可根據第 4.12 條向客戶招攬銷售或建議證券或證券產品，而客戶亦可在沒有中信信期證券的任何招攬或建議或與中信信期證券的任何招攬或建議不一致的情況下根據第 4.13 條與或通過中信信期證券進行交易。

CITIC CFI SECURITIES may solicit the sale of or recommend a Securities or Securities product to the Customer under Clause 4.12 and the Customer may enter into transactions with or through CITIC CFI SECURITIES without or inconsistent with any solicitation or recommendation from CITIC CFI SECURITIES under Clause 4.13.

- 4.9 本第 4.9 條僅適用 4 號牌照客戶。當符合資格的客戶在表格中選擇該服務時且不損害第 4.12 和 4.13 條的前提下，中信信期證券可全權酌情決定不時在該條例下向客戶提供其 4 號牌照範圍內之投資意見和研究報告服務。在就中信信期證券提供予客戶的任何投資意見作出任何指示時，客戶保證及聲明其已獲取及瞭解相關產品資料。

This Clause 4.9 applies to Customers applying for services under Type 4 License only. Upon choice of the qualified Customer in the Form and without prejudice to Clause 4.12 and Clause 4.13, CITIC CFI SECURITIES may, at its sole and absolute discretion, provide investment advice and research reports within the scope of its Type 4 license under the Ordinance to the Customer from time to time. In giving any instruction which relates to any investment advice provided by CITIC CFI SECURITIES to the Customer, the Customer warrants and represents that it has obtained and understood the relevant product information.

- 4.10 向客戶提供有關任何產品或服務的任何廣告、產品資料、市場資料或其他資料，其本身不會構成招攬銷售或建議任何產品或服務。

Making available to the Customer any advertisements, product information, market information or other information relating to a product or service shall not, by itself, constitute a solicitation of the sale or recommendation of any product or service.

- 4.11 除本條款或其他有關任何產品的條款及細則所訂明者外，中信信期證券並無任何義務就其並無向客戶分銷或提供的產品作出任何關於購買或銷售的服務或提供相關意見。

Unless otherwise specified in these Terms and Conditions or other terms and conditions concerning any product, CITIC CFI SECURITIES does not have any obligation to make available any service or provide advice about the purchase or sale of products that CITIC CFI SECURITIES does not distribute or offer to Customers.

- 4.12 假如中信信期證券向客戶招攬銷售或建議任何證券，該證券必須是中信信期證券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中信信期證券不時可能要求客戶簽署的文件及中信信期證券不時可能要求客戶作出的聲明概不會減損本條款的效力。

If CITIC CFI SECURITIES solicit the sale of or recommend any Securities to the Customer, such Securities must have been reasonably considered by CITIC CFI SECURITIES as suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document CITIC CFI SECURITIES may ask the Customer to sign from time to time or statements CITIC CFI SECURITIES may ask the Customer to make from time to time will have a prejudicial effect on this clause.

- 4.13 如客戶在沒有中信信期證券的任何招攬或建議或與之不一致的情況下與中信信期證券進行購買及／或出售產品的交易，中信信期證券將沒有任何義務或責任評估該產品是否適合客戶或確保其適合客戶。客戶知悉及同意，客戶應全權負責評估及自行確認交易為適合自己。於本條中所列明的中信信期證券的義務或責任的限制將會受制於所有適用法律。



If the Customer enters into a transaction with CITIC CFI SECURITIES to buy and/or sell a product without or inconsistent with any solicitation or recommendation from CITIC CFI SECURITIES, CITIC CFI SECURITIES will not have any obligation or duty to assess or ensure that the product is suitable for the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to assess and to satisfy himself that the transaction is appropriate for the Customer. Any limitation of CITIC CFI SECURITIES's obligation or duty in this clause is subject to compliance with all applicable laws.

- 4.14 以遵守第 4.12 條為前提下，中信信期證券對客戶進行的任何交易的價值或結果不會做出任何明示或暗示的聲明或保證。Subject to Clause 4.12, no representation or warranty will be given by CITIC CFI SECURITIES (expressly or by implication) as to the value or result of any transaction entered into by the Customer.
- 4.15 客戶確認，中信信期證券向客戶提供的任何市場或其他資訊或意見雖然基於公眾通常可獲得的資訊及來自中信信期證券認為可靠的來源，但該等意見及資訊可能並不完整和未經查證，並可能在未有通知客戶的情況下改變。以遵守條款第 4.12 條為前提，對於該等意見及資訊是否準確或正確，中信信期證券不向客戶作出聲明、保證或擔保，及客戶確認，在進行任何交易時，中信信期證券不向客戶作出任何交易的預期表現或結果的任何保證。  
The Customer acknowledges that any market or other information or views communicated to the Customer by CITIC CFI SECURITIES, although based upon information generally available to the public and from sources believed by CITIC CFI SECURITIES to be reliable, may be incomplete, may not be verified and may be changed without notice to the Customer. Subject to Clause 4.12, CITIC CFI SECURITIES makes no representation, warranty or guarantee to the Customer on the accuracy or correctness of such views and information, and the Customer acknowledges that in entering into any transaction, CITIC CFI SECURITIES is not making any representation as to the credit quality of any counterparty or any assurance as to the expected performance or result of any transaction.
- 4.16 中信信期證券可根據其絕對酌情權決定以何種形式透過任何交易所或結算所的參與者、或有關市場的經紀或代理、或任何其他人士（不論是否以任何形式與中信信期證券有聯繫）為客戶執行客戶的證券交易。在所適用法律允許的前提下，中信信期證券將有酌情權以要求、接受、保留和提供任何源自有關交易中與佣金、報酬、利潤、回扣、非資金利益有關之利益或其它利益而毋須就此等利益向客戶作出任何交代。中信信期證券將毋須為該等行動及遺漏該等人士負上責任。  
CITIC CFI SECURITIES may effect Securities transactions for the Customer in such manner and through any participants of any exchange or clearing house, or brokers or agents in the relevant markets, or any other person (whether associated in any manner with CITIC CFI SECURITIES or otherwise) as CITIC CFI SECURITIES may absolutely decide. Subject to the applicable laws, CITIC CFI SECURITIES shall, at its discretion, be entitled to solicit, accept, retain and offer any benefits relating to commission, remuneration, profit, rebate, soft dollars or other benefit resulting therefrom and will not be accountable to the Customer for such benefits. CITIC CFI SECURITIES will not be liable to the Customer for the acts and omission of any such persons.
- 4.17 (a) 客戶不會及不會試圖在任何禁止中信信期證券提供服務或禁止客戶使用該等服務或中信信期證券不能對客戶執行此等條款的國家或司法管轄區使用任何中信信期證券的服務；  
(b) 客戶確認及同意並不擁有任何市場數據的權益，亦不擁有為了提供服務（包括下列第 13 條提及的電子交易服務）由中信信期證券提供的系統部件組成的電腦軟件的知識產權。客戶亦保證不會及不會試圖對任何與中信信期證券服務相關的任何電腦軟件或部件進行還原工程、分拆、解編、改動、損毀、銷毀或以其他方式改動；  
(c) 客戶在透過電子媒介使用中信信期證券的任何服務時，會採取合理審慎措施，包括每次通過電腦使用完任何中信信期證券的服務後，確保瀏覽器的記憶體內的資料已被馬上清除，以及當離開瀏覽器時，盡快關閉瀏覽器。  
(a) The Customer will not, and will not attempt to, access to the services of CITIC CFI SECURITIES in any country or jurisdiction where the offering of such services by CITIC CFI SECURITIES or the use of such services by the Customer is not lawful or where these Terms and Conditions may not be enforceable by CITIC CFI SECURITIES against the Customer;  
(b) The Customer acknowledges and agrees that he has no proprietary interests in any of the market data, nor in the intellectual property rights that subsist in any computer software comprised in the parts made available by CITIC CFI SECURITIES for any services (including the electronic trading services referred to in Clause 14 below). The Customer also undertakes that it will not, and will not attempt to, reverse engineer, decompile, disassemble, alter, damage, destroy or otherwise tamper with any software or parts relating to any service of CITIC CFI SECURITIES;  
(c) The Customer will take reasonable precautions in using any service of CITIC CFI SECURITIES through electronic means, including ensuring that the browser cache memory will be cleared as soon as he signs off each time after having gained access to any service of CITIC CFI SECURITIES through the use of a computer and he will exit the browser immediately after each use of any service of CITIC CFI SECURITIES through use of a computer.
- 4.18 中信信期證券可接受客戶向中信信期證券遞交並獲中信信期證券認可的核證機關頒發的數碼證書所證明的數碼簽署。中信信期證券可將此數碼簽署視作有關人士的親筆簽名。  
CITIC CFI SECURITIES may accept the digital signature of the Customer supported by a digital certificate tendered to CITIC CFI SECURITIES issued by such certification authority as may be acceptable to CITIC CFI SECURITIES. CITIC CFI SECURITIES is entitled to treat such digital signature as the manual signature of the relevant person.
- 4.19 如果有關的數碼證書已在儲存庫內公佈，中信信期證券可假設由客戶或代表客戶遞交之數碼證書內的資料均為正確。  
CITIC CFI SECURITIES may presume the accuracy of the information contained in a digital certificate tendered by or on behalf of the Customer if the relevant digital certificate was published in a repository.
- 4.20 客戶特此授權中信信期證券行使或不行使任何中信信期證券認為為了符合適用法律及規例及／或防止或補救違反事項而需要或合宜的行動，，中信信期證券不應就任何相關的行動或不行動而產生責任或與此有關的任何申索、損失及損毀（不論是直接或間接）為客戶負責。  
The Customer hereby authorizes CITIC CFI SECURITIES to do or refrain from doing anything that CITIC CFI SECURITIES deems necessary or desirable for compliance with applicable laws and regulations and/or to prevent or remedy a breach thereof, and CITIC CFI SECURITIES shall not be liable to the Customer for any claims, losses or damages arising (directly or indirectly) out of or in connection with any such action or failure to act.

- 4.21 客戶承諾不參與任何導致客戶、中信信期證券、其代理人、員工或聯屬人違反適用法律及規例的行為，並應彌償、保護及使中信信期證券、其主管人員、員工及代理人不受客戶在此協議的法律責任下任何違反適用法律及法例的行為而產生或與此有關的任何損失、申索、損毀及責任而產生或與此有關的損害，包括任何中信信期證券合理及需要招致的費用。  
The Customer undertakes not to engage in any conduct that will cause the Customer, CITIC CFI SECURITIES, its agents, employees or affiliates to be in breach of applicable laws and regulations and shall indemnify, protect and hold CITIC CFI SECURITIES and CITIC CFI SECURITIES's officers, employees and agents harmless in respect of any losses, claims, damages and liabilities arising out of or connected to any breach of obligations by the Customer under this Agreement including any costs reasonably and necessarily incurred by CITIC CFI SECURITIES.
- 4.22 客戶不可撤銷地同意承擔中信信期證券代表客戶所進行的及/或按客戶指示所進行的任何及/或全部交易的所有責任。客戶不可撤銷地同意承擔一切因上述交易而產生或與上述交易相關的義務及責任(包括但不限於任何損失)。  
The Customer irrevocably agrees to accept full responsibility for any and/or all transactions effected by CITIC CFI SECURITIES on behalf of the Customer and/or upon the instructions of the Customer, and the Customer irrevocably agrees to be liable to the obligations and liabilities (including but not limited to any loss incurred) in its entirety arising out of or in connection with the aforesaid transactions.
- 4.23 客戶知悉及同意中信信期證券可代表客戶及/或按客戶指示透過及/或與任何交易所及/或結算所的參與者、機構及/或任何交易對手進行交易(以下統稱「**交易對手**」)。無論交易對手視中信信期證券為客戶、主事人、代理人或任何其他身份，客戶同意中信信期證券在任何及/或全部透過交易對手代表客戶進行及/或按客戶指示進行的交易中的身份於任何時候均為客戶的代理人，除非中信信期證券於相關的成交單據中另有披露，否則於任何時候客戶本人是該等交易的主事人。  
The Customer acknowledges and agrees that CITIC CFI SECURITIES may effect transactions on behalf of the Customer and/or upon the instructions of the Customer with and/or through any participants of any exchange and/or clearing house, agency and/or any counterparty (collectively, "**Counterparties**"). Regardless of whether the Counterparties treat CITIC CFI SECURITIES as client, principal, agent or in any other capacity for any and/or all transactions, the Customer agrees that CITIC CFI SECURITIES is acting as the Customer's agent at all times for any and/or all transactions effected by CITIC CFI SECURITIES on behalf of the Customer and/or upon the Customer's instructions through the Counterparties and the Customer is the principal of these transactions at all times unless CITIC CFI SECURITIES disclosed otherwise to the Customer in the relevant contract note.
- 4.24 儘管交易對手視中信信期證券為客戶、主事人、代理人或任何其他身份，就所有針對中信信期證券、其聯屬人、代理人、高級職員及/或雇員的任何一人直接或間接因執行客戶指示而作出的所有申索、要求、訴訟、責任及進行的法律程式，客戶同意立即按要求全數彌償及承擔任何中信信期證券、其聯屬人、代理人、高級職員及雇員因而蒙受或招致的一切損失(包括彌償全數法律費用)，惟事件涉及中信信期證券經由法院按司法程式及最終裁決為嚴重疏忽、欺詐或蓄意過失則屬例外。  
Regardless of whether the Counterparties treat CITIC CFI SECURITIES as client, principal, agent or in any other capacity for any and/or all transactions, the Customer agrees to fully indemnify and hold harmless each of CITIC CFI SECURITIES, its Affiliates, agents, officers and employees, on CITIC CFI SECURITIES's demand, against all claims, demands, actions, liabilities, proceedings against any of them and all loss (including legal fees on a full indemnity basis) which CITIC CFI SECURITIES, its Affiliates, agents, officers and/or employees may suffer or incur directly or indirectly in connection with the execution of the Customer's instruction save and except for those resulting from gross negligence, fraud or willful default (as judicially and finally determined by a court of law) on the part of CITIC CFI SECURITIES.
- 4.25 任何傳播、散佈並利用內幕信息來在證券買賣上獲利或止損的行為都是非法的。客戶知悉及同意其知曉此種行為的非法性質。客戶同意並承諾不進行上述以及其他非法行為，並對違反本條造成的所有後果負完全責任。  
The Customer is aware of and agrees that any dissemination, distribution, or use of inside information for the purpose of making profit or reducing loss on the purchase or sale of securities is illegal. The Customer agrees and undertakes not to carry out the above and other illegal acts and will be fully responsible for all the consequences in case of any breach to this provision.
- 4.26 客戶確認中信信期證券在接受賣出指令前要求客戶將實物股票或其等價物存入客戶帳戶。在下達賣出指令時，賣出並不屬於客戶的證券(即“**賣空**”)，客戶特此保證並承諾：  
The Customer confirms that the CITIC CFI SECURITIES requires the Customer to deposit physical share certificates or their equivalent into the Customer's account prior to CITIC CFI SECURITIES accepting the Customer's sell order. In connection with the sale of securities not owned by the Customer at the time the order is placed (a "**Short Sale**"), the Customer hereby warrants and undertakes that:
- (a) 向中信信期證券全面無保留地披露此類賣空指令；  
to fully disclose of the Short sale order to CITIC CFI SECURITIES;
  - (b) 無須中信信期證券要求即提供所有的文件證據以證明此賣空指令在該條例，聯交所規則或香港的其他法律及規例下的合法性；  
to produce all documentary evidence to support the legality of the Short Selling Order under the Ordinance, the Listing Rule other laws and regulations of Hong Kong without being required to do so by the CITIC CFI SECURITIES;
  - (c) 授權中信信期證券在客戶意外進行賣空指令時安排以市場現價買入被賣空的證券；  
to authorize the CITIC CFI SECURITIES to arrange for the purchase of the securities subject to Short Sale at the current market price in the event of an unexpected Short Selling Order by the client.
  - (d) 免除並補償中信信期證券承擔因執行賣空指令而承受或產生的所有損害、損失、法律訴訟、成本和費用；  
to release and indemnify CITIC CFI SECURITIES from and against all damages, losses, legal proceedings, costs and expenses suffered or incurred in connection with the execution of the Short Selling Order.

- (e) 在發出賣空指令前，客戶已訂立有效證券借貸安排或採取其他中信信期證券可以接受的填補方式，以保證相關證券於指定的結算日交收；及  
to enter into an effective securities borrowing and lending arrangement or other forms of arrangement acceptable to the CITIC CFI SECURITIES prior to the Short Selling Order, to ensure that the securities will be settled on the designated settlement day; and
- (f) 在執行賣空指令前，客戶將向中信信期證券提供按中信信期證券要求涵蓋任何該等指令的文件保證。  
to provide the CITIC CFI SECURITIES with documentary assurances covering any such order as required by the CITIC CFI SECURITIES prior to the execution of a Short Selling Order.

## 5. 交易慣例 Dealing Practices

- 5.1 中信信期證券在適當考慮過市場慣例、適用規例及對所有客戶是否公平之後，可全權酌情決定在執行指示時的優先次序。  
CITIC CFI SECURITIES may in its sole discretion determine the priority in the execution of instructions having due regard to market practice, applicable regulations and fairness to all Customers.
- 5.2 中信信期證券可在未有事前知會客戶的情況下，根據適用法律法規，將客戶的指示與其他客戶的指示合併執行。如果未有足夠的證券以滿足此等經合併的指示，中信信期證券可在適當地考慮市場慣例及對客戶是否公平後，將有關交易向其客戶分配。  
CITIC CFI SECURITIES may, without prior notice to the Customer, combine for execution, his instructions with the instructions of other Customers under applicable laws and regulations. Where there are insufficient Securities to satisfy instructions so combined, the transactions will be allocated between Customers with due regard to market practice and fairness to Customers.
- 5.3 對於因為通訊設施的損壞、失靈、失常、中斷而導致指示的傳送出現延誤或失敗，或任何其他中信信期證券無法控制的延誤或失敗，中信信期證券將毋須承擔責任。  
CITIC CFI SECURITIES will not be liable for delays or failure in the transmission of instructions due to breakdown, collapse, malfunction or interruption of communication facilities or for any other delay or failure beyond the control of CITIC CFI SECURITIES.
- 5.4 由於環境的限制及／或證券價格或市況迅速轉變，中信信期證券可能未必能夠全數執行或依照在某個時間的報價或按照「最佳價」或「市價」執行客戶的指示，但客戶仍同意受中信信期證券真誠地代其進行的有關交易的約束。中信信期證券不須就本條所預期的原因對任何延誤或未能完全執行任何指示而負責。  
Due to physical restraints and/or rapid changes of Securities prices or market conditions, CITIC CFI SECURITIES may not always be able to execute instructions in full or at the prices quoted at any specific time or “at best price” or “at market price” and the Customer agrees to be bound by such executions effected in good faith by CITIC CFI SECURITIES on behalf of the Customer. CITIC CFI SECURITIES shall not be liable for any delay or failure to execute any instruction in full for the reasons contemplated in this Clause.
- 5.5 取消或修改指示的要求，只可在有關指示獲執行之前作出，並須視乎是否獲中信信期證券接納（該接納不應被不合理地拒絕）如果在中信信期證券接納取消指示要求前，有關的指示已經獲全數或部份執行，客戶同意會對由中信信期證券按照本協議代客戶進行的有關交易負上全部責任。除非有關取消或修改指示的要求已獲中信信期證券接納，否則該指示於中信信期證券收到指示的交易日當天仍屬有效。若該指示在該交易日結束前未獲執行，該指示將自動失效（中信信期證券另行同意的情況下除外）。  
Request to cancel or amend an instruction is only possible before it has been executed and is subject to acceptance by CITIC CFI SECURITIES (such acceptance not to be unreasonably withheld). In the case of full or partial execution of any instruction before the cancellation request has been accepted by CITIC CFI SECURITIES, the Customer agrees to accept full responsibility for the transactions which are effected by CITIC CFI SECURITIES on behalf of the Customer following the Agreement. Unless accepted by CITIC CFI SECURITIES for cancellation or amendment, instructions are good for the trading day on which it was received by CITIC CFI SECURITIES and shall lapse if not executed by the end of such trading day unless otherwise agreed by CITIC CFI SECURITIES.
- 5.6 客戶有責任向中信信期證券查詢其任何指示是否已獲執行。受制於表格中相關聲明，在替客戶執行指示後，中信信期證券將按照適用法律、規例及守則規定向客戶發出交易確認、定期結單總結客戶的戶口於結單涵蓋有關期間內透過戶口所進行的交易，以及其他收據或記錄。但若於有關期間戶口中未有任何交易或收益或開支項目及戶口中並無任何結欠或持倉或抵押品，則中信信期證券可不發出任何定期結單。除上述交易確認及結單外，中信信期證券並無義務另行通知客戶其指示是否已獲執行。客戶同意以郵寄或電子媒介接收任何確認書、定期結單、收據或記錄。客戶亦同意其有全部責任確保每一交易確認及結單按一般傳達所需之時間內收妥。如果客戶並未收到有關文件，客戶隨即有責任向中信信期證券查詢和取得該等文件。客戶承諾從中信信期證券收到每一交易確認書及定期結單後核實其準確性，並於每一交易確認書及定期結單規定的有關期限前通知中信信期證券交易確認書或定期結單是否存在任何客戶宣稱的差異、遺漏、錯誤。若中信信期證券並無於有關時限內收到客戶任何通知，中信信期證券的記錄及在交易確認書或定期結單中所列明的記錄，在並無任何明顯錯誤及毋須再取得進一步的證據下，將對客戶而言為確證及具約束力。  
It is the responsibility of the Customer to check with CITIC CFI SECURITIES as to whether any of his instructions has been executed. Subject to the relevant declaration in the Form, following the execution of an instruction, CITIC CFI SECURITIES will send transaction confirmations, periodic statements summarizing the transactions effected through the Account over the period covered by the relevant periodic statement, and such other receipts or records, in each case following the applicable laws, regulations and codes of conduct. However, CITIC CFI SECURITIES may not send any periodic statement if there is no transaction or revenue or expense item in the Account and the Account does not have any outstanding balance or holding of positions or collateral during the relevant period. Save and except for such transaction confirmations and periodic statements, CITIC CFI SECURITIES shall not be obliged to notify the Customer separately as to whether an instruction has been executed. The Customer agrees to receive any transaction confirmation, periodic statement, receipt or record by post or electronic means. The Customer further agrees that it is his sole responsibility to ensure that every transaction confirmation and periodic statement is received in due time according to the ordinary course of transmission and to immediately enquire with and obtain the same from CITIC CFI SECURITIES if not duly received. The

Customer undertakes to verify the correctness of each transaction confirmation and periodic statement and to notify CITIC CFI SECURITIES, within the relevant time limit set out in each transaction confirmation and periodic statement, of any discrepancies, omissions or errors alleged by the Customer. If CITIC CFI SECURITIES does not receive any such notification from the Customer within the relevant time limit, CITIC CFI SECURITIES's records and details of the transaction confirmation or periodic statement shall, in the absence of any manifest errors, be conclusive and binding on the Customer without further proof.

5.7 客戶茲同意中信信期證券可就客戶或任何獲授權人與中信信期證券之間的交談錄音，而任何該等錄音記錄將構成所記錄的指示或對話之確實的證據及其約束力。

The Customer hereby agrees that CITIC CFI SECURITIES may use voice recording procedures in connection with communications between the Customer or any of the Authorized Persons and CITIC CFI SECURITIES and any such voice record shall constitute conclusive and binding evidence of the instructions or conversations so recorded.

5.8 在接獲客戶的要求後，中信信期證券會應要求，向客戶提供或促使提供客戶根據本協議條款指示中信信期證券代為買賣或出售有關衍生產品的詳細說明及任何產品書或其他募集文件。

After receiving the Customer's request, CITIC CFI SECURITIES shall upon request provide or procure to provide to the Customer product specifications and any prospectus or other offering document in relation to any derivative products which the Customer instructs CITIC CFI SECURITIES to purchase or sell on the Customer's behalf pursuant to the terms of the Agreement.

5.9 客戶確認並同意，中信信期證券可透過代理人及／或以直接或間接方式與中信信期證券關聯的對手或透過或與中信信期證券另一顧客代客戶（不須事先取得客戶同意）執行交易，儘管有可能產生利益衝突。中信信期證券可代客戶（不須事先取得客戶同意）執行交易，而中信信期證券或其聯屬人有直接或間接利益（不論重大與否），包括但不限於作為另一方代理人，作為當事人出售其財產，從交易中與其他方及／或客戶收取及保留佣金，在知悉其他相關交易情況下執行交易，作為證券或其他客戶買賣投資的持有人、經銷人或市場莊家、或以其他方式對發行證券或證券發行人有所參與或持有權益。中信信期證券如獲得任何該等利益或在事件中產生實際或潛在利益衝突，應採取一切合理步驟確保客戶在事件中獲得公平對待。

The Customer further acknowledges and agrees that CITIC CFI SECURITIES may (without the prior consent from the Customer) effect transactions for or on behalf of the Customer through the agency of and/or with a counterparty which is related to CITIC CFI SECURITIES whether directly or indirectly (or through or with another customer of CITIC CFI SECURITIES) even if a conflict of interest may arise. CITIC CFI SECURITIES may also (without the prior consent from the Customer) effect transactions for or on behalf of the Customer in which CITIC CFI SECURITIES or its Affiliates has a direct or indirect interest (whether material or not), including but not limited to acting as agent for another party; acting as principal in selling its property; receiving and retaining commission from other parties to a transaction and/or from the Customer; executing a transaction with prior knowledge of other related transactions; being a holder, dealer or market maker in Securities or other investments purchased or sold by the Customer, or otherwise participating in or having an interest in the issue of Securities or the issuer of Securities. CITIC CFI SECURITIES shall take all reasonable steps to ensure the Customer receives fair treatment if CITIC CFI SECURITIES has any such interest or in the event of an actual or potential conflict arising.

5.10 在交易所進行買賣的證券交易應受相關市場及交易所的規則管轄，有關在非聯交所經營的市場執行之證券交易，該等交易須受其他市場的規則、規定、常規及慣例所管制，因此客戶就該等交易所得之保障程度及形式，可能與聯交所規則所提供予客戶之保障程度及形式有明顯之差異。

Transactions in Securities trading shall be subject to the rules of the relevant markets and exchanges. In respect of Securities transactions that are executed in markets other than those operated by HKSE, such transactions will be subject to the rules, regulations, practices and customs of such other markets with the result that the Customer may have a markedly different level and type of protection in relation to such transactions as compared to the level and type of protection afforded by the HKSE Rules.

5.10 中信信期證券並無責任向客戶披露其於代表任何其他人士進行交易時得悉的資料。

CITIC CFI SECURITIES is not under any duty to disclose to the Customer any information which may come to the notice of CITIC CFI SECURITIES in the course of its acting in any capacity for any other person.

## 6. 單一及連續性協議 Single and Continuous Agreement

本協議為連續性並適用於客戶就本協議之主題事項不時與中信信期證券開立之所有戶口。除非另有協議，每項證券交易須受本協議及有關交易確認書規管。每份交易確認書均應為本協議之補充，並構成本協議的一部分，並受限於本協議的條款。於所有時間，本協議及所有確認書將構成中信信期證券與客戶就本協議的主題事項之單一及唯一的協議。

The Agreement shall be continuous and shall cover all Accounts which the Customer may open with CITIC CFI SECURITIES from time to time with respect to the subject matter of the Agreement. Unless otherwise agreed, each Securities transaction shall be governed by the Agreement and the relevant transaction confirmation. Each transaction confirmation shall be supplemental to and form a part of the Agreement and shall be subject to the terms of the Agreement. At all times, the Agreement and all confirmations shall constitute the single and only agreement between CITIC CFI SECURITIES and the Customer with respect to the subject matter of the Agreement.

## 7. 證券買賣 Securities Trading

7.1 中信信期證券或其代理人或聯屬人根據本協議的條款代表客戶在世界上任何地方執行的中信信期證券交易將受限於下列各項及客戶亦須受下列各項所約束：

- (a) 本協議之條款；
- (b) 政府機關及具司法管轄權的監管機構頒佈且當時適用於交易及／或中信信期證券的所有適用法律及法規、守則及指引，包括但不限於該條例及證監會發出的守則及指引；
- (c) 交易在於香港或其他地區執行交易的交易所、結算所或市場當時有效的章程、規則、規例、常規、慣例、習慣、裁定

及釋義；

- (d) 香港或與證券交易、孖展有關的其他地區的銀行規例、常規及慣例；及
- (e) 中信信期證券的程序及政策。

不論前文所述，若本協議之條文與以上(b)至(d)條文所述之間有任何抵觸或矛盾，則以後者為準。中信信期證券毋須因其或其代理人或聯屬人為遵從第7條而所作的行為向客戶負責。

Securities transactions executed by CITIC CFI SECURITIES or its agents or Affiliates on behalf of the Customer under the Agreement anywhere in the world will be subject to and the Customer shall be bound by:

- (a) the terms of the Agreement;
- (b) all applicable laws and regulations, and codes and guidelines issued by government agencies and regulatory bodies of competent jurisdiction then applicable to the transactions and/or CITIC CFI SECURITIES, including but not limited to, the provisions of the Ordinance and the codes and guidelines issued by SFC;
- (c) the constitution, rules, regulations, practices, customs, usages, rulings and interpretations then in force of the exchange, clearing house or market in Hong Kong or elsewhere where the transactions are executed;
- (d) banking regulations, practices and customs in Hong Kong or elsewhere where payments are effected in connection with Securities and Securities Margin; and
- (e) CITIC CFI SECURITIES's procedures and policies.

Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of the Agreement on the one hand and any of the provisions referred to in (b) to (d) above on the other hand, the latter shall prevail. CITIC CFI SECURITIES shall not be liable to the Customer as a result of action taken by CITIC CFI SECURITIES or its agents or Affiliates in accordance with Clause 7.

- 7.2 若中信信期證券透過任何有關交易所、結算所及／或經紀代客戶進行證券交易，而該等交易所、結算所或經紀要求更改任何該等交易之任何條款，中信信期證券有絕對酌情權（但並無義務）採取其認為需要的或適宜的一切行動以符合該等要求及避免或減輕該等更改所引致之損失。中信信期證券採取之所有行動，對客戶均具有約束力。

If any relevant exchange, clearing house and/or broker on or through whom any Securities transaction has been entered into by CITIC CFI SECURITIES on behalf of the Customer requires any alteration of any terms or conditions of any such transaction, CITIC CFI SECURITIES may (but is not obliged to) take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all such action shall be binding upon the Customer.

- 7.3 除非中信信期證券同意及告知，客戶承認中信信期證券是僅作為其代理而進行有關證券之交易的，且客戶應對有關證券交易負完全責任。

Unless otherwise agreed and notified by CITIC CFI SECURITIES, the Customer acknowledges that CITIC CFI SECURITIES is acting solely as an agent as to any transactions made in relation to Securities transactions and the Customer shall be completely responsible for such Securities Transactions.

#### 購買公開售股 / 配售、新上市及其他證券 Acquisition of Securities in Public Offer/ Placing, New Listing and Others

- 7.4 客戶授權中信信期證券（於應客戶指示時）作為其代理，就新上市公司的公開售股及／或在聯交所上市公司的證券配售，申請認購或購買證券，不論是單一或聯同其他客戶的申請或聯同中信信期證券聯屬人進行大量申請，以令客戶受益或令最終受益人受益。客戶確認對於中信信期證券為客戶提供之有關公開售股及／或配售的任何招股書及其他售股文件，就其準確性或完整性或任何錯誤陳述，中信信期證券概不負責。

The Customer authorizes CITIC CFI SECURITIES to, when acting on the Customer's instruction, apply for the subscription or purchase of Securities in a public offer in respect of a new listing and/or placing of Securities of companies listed on SEHK as his agent and for the benefit of the Customer or for the benefit of the Ultimate Beneficiary, whether solely or in conjunction with applications of other customers or Affiliates of CITIC CFI SECURITIES as a bulk application. The Customer acknowledges that CITIC CFI SECURITIES shall not be responsible for the accuracy or completeness of or any misstatement in any prospectus and other offering documents relating to a public offer and/or placing, copies of which are supplied by CITIC CFI SECURITIES to the Customer.

- 7.5 客戶確認及聲明，其向中信信期證券作出指示，就新上市公司的公開售股及／或在聯交所上市公司的證券配售申請認購或購買證券之時：

- (a) 客戶已閱讀及了解相關的招股書、申請表格及／或其他相關售股文件，以及客戶之申請符合有關招股書、申請表格及／或相關售股文件（包括相關發行人確定證券最終訂價的酌情權）訂明之條款及條件，或如果沒有任何書面售股文件，客戶完全了解相關認購／購買的條款及條件；
- (b) 客戶符合資格認購或購買該等證券，並且會遵守或已遵守有關招股書、申請表格及／或其他相關售股文件訂明的條款及條件，或如果沒有任何書面售股文件，客戶會遵守或已遵守相關認購／購買的條款及條件；
- (c) 中信信期證券擁有一切應有的權力，代表客戶作出有關申請。
- (d) 中信信期證券代表客戶作出的申請，是由客戶或代表客戶（為客戶或最終受益人利益）作出及有意作出的唯一申請，客戶不會為自己或委託第三方提出相同或類似申請。同時客戶授權中信信期證券於任何申請表格（或以其他方式）向聯交所或向任何其他適當人士作出相同的披露及保證；
- (e) 客戶確認和理解有關證券申請的法律和監管要求、市場慣例以及任一新上市或新發行證券的要求都可能因時不同。客戶保證向中信信期證券提供中信信期證券認為按此類法律和監管要求和市場慣例必須提供的資料，並採取額外的步驟提供附加的申明、授權和保證；及
- (f) 客戶按照相關招股書、申請表格及／或其他相關售股文件對相關發行人的要求作出一切陳述、保證及聲明，或如果沒有任何書面售股文件，客戶按照相關認購／購買條款及條件對相關發行人的要求作出一切陳述、保證及聲明。

In making such instruction to CITIC CFI SECURITIES to apply for the subscription or purchase of Securities in a public offer in respect of new listing and/or placing of Securities of companies listed on HKSE, the Customer confirms and declares that:

- (a) the Customer has already read and understood the related prospectus, application forms and/or other relevant offering documents, and the Customer's application is subject to the terms and conditions of such prospectus, application forms and/or relevant offering documents (including the discretion of the relevant issuer to determine on the final pricing of the Securities) or, in the absence of any written offering documents, the Customer fully understands the terms and conditions of the relevant subscription/purchase;

- (b) the Customer is eligible to subscribe for or purchase the securities and will comply with or has complied with all the terms and conditions as stated in such prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, will comply with or has complied with the terms and conditions of the relevant subscription/purchase;
- (c) CITIC CFI SECURITIES has the due authority to make such application on the Customer's behalf;
- (d) the application made by CITIC CFI SECURITIES on the Customer's behalf is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf (for the benefit of the Customer or for the benefit of the Ultimate Beneficiary) and the Customer authorizes CITIC CFI SECURITIES to disclose and warrant to HKSE of the same on any application form (or otherwise) or to any other person as appropriate; and
- (e) With regards to subscription of shares, the Customer acknowledges and understands that legal and regulatory requirements, market practices and requirements for any new listing or issue of securities may vary from time to time. The Customer warrants to provide CITIC CFI SECURITIES with such information as CITIC CFI SECURITIES deems necessary in accordance with such legal and regulatory requirements and market practice, and to take additional steps to provide additional representations, authorizations and warranties; and
- (f) the Customer makes all necessary representations, warranties and representations required by the issuer in accordance with the relevant prospectus, application form and/or other relevant offering documents, or in the absence of any written offering documents, the Customer is subject to the relevant subscription/purchase terms and Conditions in making all necessary representations, warranties and representations as required by the issuer.

7.6 客戶確認相關證券發行人或賣方（或其代理人）會憑藉其根據第 7.5 條作出的確認及聲明，決定是否因應中信信期證券代表客戶作出的申請，配發或分配證券。  
The Customer acknowledges that the confirmations and declarations made under Clause 7.5, will be relied upon by the issuer or vendor of the relevant Securities (or its agent) in deciding whether or not to make any allotment or allocation of securities in response to the application made by CITIC CFI SECURITIES as agent for the Customer.

7.7 客戶同意及確認相關證券發行人或賣方（及其代理人）擁有絕對酌情權，拒絕或接受中信信期證券代表客戶作出的申請，或只接納部份申請。如果客戶的申請遭拒絕或只獲部分接納，不論是否由於與客戶申請有關的原因所導致，在無嚴重疏忽或蓄意失責的情況下，中信信期證券及其聯屬人及其各自的股東、董事、高級職員、員工、代表或代理人（統稱「**有關人士**」）均毋須就該等拒絕或部份接納而向客戶或任何其他人士負上責任。  
The Customer agrees and acknowledges that the issuer or vendor of the relevant Securities (and its agent) have the full discretion to reject or accept the application made by CITIC CFI SECURITIES on the Customer's behalf or to accept only part of the application. In case of rejection or partial acceptance of the Customer's application, whether caused by reasons in relation to the Customer's application or not, neither CITIC CFI SECURITIES, nor CITIC CFI SECURITIES's Affiliates, nor their respective shareholders, directors, officers, employees, representatives or agents (collectively "**Relevant Persons**") shall, in the absence of gross negligence or willful default, be liable to the Customer or any other persons as a result of such rejection or partial acceptance.

7.8 如果中信信期證券代表其客戶作出大量申請，客戶同意如果有關申請只獲部份接納，中信信期證券擁有全權及絕對酌情權，對按其基準挑選的客戶分配證券。客戶確認並同意：  
(a) 此類批量申請可能會因客戶及客戶的申請無關的原因而被拒絕；在不存在欺詐、疏忽或故意不履行的情況下，中信信期證券無須因此類拒絕的後果對客戶或任何其他方負任何責任；  
(b) 倘若因客戶違背其提供的陳述和保證，或因其他與客戶有關的行為和原因而導致此類大量申請被拒絕時；客戶確認並同意對由此造成其他人士的影響或損失承擔全部責任。

In case of a bulk application made by CITIC CFI SECURITIES on behalf of customers, the Customer agrees that if such bulk application is only accepted in part, CITIC CFI SECURITIES has the sole and full discretion to allocate the Securities among its Customers on the basis elected by CITIC CFI SECURITIES. The Customer acknowledges and agrees: -

- (a) Such bulk subscriptions may be rejected for reasons unrelated to the Customer and the Customer's subscription; in the absence of fraud, negligence or willful non-performance, CITIC CFI SECURITIES shall not be liable to the Customer or any other party for the consequences of such rejection;
- (b) in the event that such bulk applications are rejected due to the Customer's breach of the representations and warranties the Customer has provided, or for other acts and reasons related to the Customer; the Customer acknowledges and agrees to take full responsibility for the impact or loss caused on other persons.

7.8 客戶進一步確認由一家從事證券買賣業務的非上市公司作出的申請，而客戶控制該公司，則該申請應被視為代表客戶作出。  
The Customer further acknowledges that an application made by a non-listed company whose principal business is Securities dealing, and in respect of which the Customer has control, shall be deemed to be an application made for the benefit of the Customer.

7.9 於接獲客戶的口頭或書面要約（「**要約**」）後，中信信期證券可按其全權及絕對酌情權，透過向客戶發出列明貸款條款及其他詳情的接納通知（「**接納通知**」），向客戶授出一項貸款（「**貸款**」），專門用作客戶認購或購買於公開售股及／或配售尋求上市的新上市證券（「**新上市證券**」）。本條的條款及條件被視為對照要約納入接納通知。中信信期證券一旦發出接納通知，客戶不得撤銷要約。

Upon receipt of an oral or written offer ("**Offer**") of the Customer, CITIC CFI SECURITIES may in its sole and absolute discretion grant the Customer a loan ("**Loan**") to be used exclusively for financing the subscription or purchase of securities of a new listing for which listing is sought in a public offer and/or placing ("**New Listing Securities**") by issuing an acceptance notice ("**Acceptance Notice**") in writing to the Customer setting out the terms and other details of the Loan. The Terms and Conditions are deemed to be incorporated by reference to the Offer in the Acceptance Notice. Once CITIC CFI SECURITIES has issued the Acceptance Notice, the Customer is not entitled to revoke the Offer.

7.10 新上市證券的付款將以中信信期證券（或其代名人的名稱）的名義支付，但由客戶獨自負責支付及承擔風險。客戶確認其認購或購買新上市證券的申請（由中信信期證券或中信信期證券代名人作出）可能不獲相關證券發行人或賣方接納，但客戶仍須支付貸款利息。

Payment for the New Listing Securities will be made in the name of CITIC CFI SECURITIES (or in its nominee's name) despite the Customer is obliged to contribute fully for the payment and risk any risk arising thereof. The Customer acknowledges that its

application for the subscription or purchase of New Listing Securities (made by CITIC CFI SECURITIES or CITIC CFI SECURITIES's nominee on the Customer's behalf) may not be accepted by the issuer or vendor of the relevant Securities, but the Customer shall still be liable for the interest on the Loan.

- 7.11 儘管申請是由中信信期證券代客戶發出，若由於申請不成功，發行人或賣方退還的任何性質付款（「退還款項」），而該款項不超過客戶結欠的貸款及未償還的款項，客戶對該等款項均無任何權利、所有權、利益或申索。  
Notwithstanding that the application is made by CITIC CFI SECURITIES on the Customer's behalf, the Customer shall have no right, title, interest or claim of whatever nature in or to any payment refunded (“Refund Payment”) by the relevant issuer or vendor in respect of the application that has not been accepted to the extent that the Refunded Payment does not exceed the Loan and any outstanding balance owed by the Customer.
- 7.12 每筆貸款連同附帶之累算費用及利息將於以下情況到期償還：(i)於催繳時，或(ii)於新上市證券預定於聯交所上市的當日，兩者以較早者為準；如果任何新上市證券申請不成功或只是部份成功，退還款項須即時用於償還欠負的貸款及附帶之累算費用及利息，無論其時是在接納通知註明的償還日期（「償還日」）之前或之後。  
Each Loan together with the accrued fees and interest thereon will be repayable (i) on demand, or (ii) the scheduled date on which the New Listing Securities are listed on HKSE, whichever is the earlier, provided however, that if any application for New Listing Securities is unsuccessful, or successful in part only, Refund Payment shall be applied immediately in repayment of the outstanding Loan and the fees and interest accrued thereon, whether before or after the repayment date (“Repayment Date”) specified in the Acceptance Notice.
- 7.13 客戶同意收款銀行、保管人或代名人可向中信信期證券即時繳付所有有關不成功申請的退還款項，中信信期證券獲客戶授權指示收款銀行、保管人或代名人採取中信信期證券認為適當或其他適當行動，取得該等款項。  
The Customer agrees that the receiving bankers, custodians or nominees may pay to CITIC CFI SECURITIES all Refund Payment in respect of the unsuccessful application immediately, and CITIC CFI SECURITIES is authorized to give instructions to such receiving bankers, custodians or nominees as it deems appropriate or takes other appropriate actions to give effect to such payment.
- 7.14 客戶謹此授權中信信期證券酌情權以質押及賦予新上市證券及所有與認購新上市證券的款項（包括退還款項）任何性質的抵押權益（包括所有從中獲得的權利及權益），並以任何向中信信期證券就全部或部分貸款資金提供融資的任何第三方作為受益人。  
The Customer hereby authorizes CITIC CFI SECURITIES to pledge or grant, at CITIC CFI SECURITIES's absolute discretion, security interests of whatever nature over the New Listing Securities (including all rights and interests derived therefrom) and all money in connection with the subscription of the New Listing Securities (including Refund Payment) in favor of any third party for credit facilities made to CITIC CFI SECURITIES to finance its funding of all or any part of the Loan.
- 7.15 客戶應簽訂及簽署所有轉讓書、授權書、委託書及其他文件，並執行所有中信信期證券要求的行動及事宜，使中信信期證券及任何有關人士可完全取得第 7 條提及的抵押權益，包括但不限於完備中信信期證券的新上市證券擁有權或使中信信期證券以其代名人或任何其他第三方的名義獲授予該新上市證券的擁有權。  
The Customer shall execute and sign all transfers, power of attorney, proxies and other documents and do all acts and things which CITIC CFI SECURITIES may require for CITIC CFI SECURITIES and any relevant parties to obtain full benefits of the security interests mentioned in Clause 7, including without limitation, to perfect CITIC CFI SECURITIES's title to the New Listing Securities or enable CITIC CFI SECURITIES to vest such New Listing Securities in the name of its nominee or any relevant third parties.
- 7.16 客戶須按照接納通知訂明之息率，向中信信期證券繳付貸款利息，有關利息應就由客戶提取貸款當日（如接納通知所訂明）至最終償還貸款日期間按中信信期證券按 365 天基準（或於接納通知內訂明的其他基準）確定之每日累算基準計算。  
The Customer shall pay to CITIC CFI SECURITIES interest on the Loan at the rate of interest as specified in the Acceptance Notice and such interest shall accrue on a daily basis for the period from the date of drawdown of the Loan (as specified in the Acceptance Notice) to the date of final repayment of the Loan by the Customer as determined by CITIC CFI SECURITIES on a 365-day basis (or such other basis stated in the Acceptance Notice).
- 7.17 在不限第 7 條（「抵押及金錢轉移」部分）的適用性的前提下，若客戶未有在償還日償還該貸款，中信信期證券擁有絕對權利在毋須通知客戶的情況下，以中信信期證券認為合適及適當的方式及價格出售全部或部分新上市證券，及攤分其款項以償還尚未繳納的貸款、有關出售的費用及任何累計的費用及利息。客戶無權就有關出售造成的損失向中信信期證券申索。  
Without prejudice to the application of Clause 7 (section on “Security and Money Transfer”), if the Customer fails to repay the Loan on the Repayment Date, CITIC CFI SECURITIES shall have an absolute right to sell all or any part of the New Listing Securities in such manner and at such price(s) as CITIC CFI SECURITIES deems fit and appropriate without any notice to Customer and to apportion the proceeds thereof towards repayment of the outstanding Loan, the costs of such sale and any fees and interest accrued thereon. The Customer will have no right to claim against CITIC CFI SECURITIES in respect of any loss arising out of any such sale.
- 7.18 客戶同意完全彌償及使中信信期證券、中信信期證券的聯屬人及有關人士不受任何對中信信期證券、其聯屬人及有關人士的申索、行動、責任及法律程序的損害，並承擔該等人士可能承受與此貸款有關的所有損失（包括法律費用）。中信信期證券、其聯屬人及有關人士在任何情況下毋須對客戶的任何損失及因透過或向其完成申請的任何商號或公司違約、破產、行動或疏忽招致的損失負責。  
The Customer agrees to fully indemnify and hold harmless each of CITIC CFI SECURITIES, CITIC CFI SECURITIES's Affiliates and the Relevant Persons against all claims, actions, liabilities, proceedings against any of CITIC CFI SECURITIES, its Affiliates and the Relevant Persons and bear all loss (including legal fees) which they may suffer in connection with the Loan. CITIC CFI SECURITIES, its Affiliates and the Relevant Persons shall in no event be liable for any loss of the Customer or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of any firm or company through or with whom the application is effected.

7.19 如中信信期證券已代客戶執行購買或出售的交易，客戶應在按照中信信期證券或有關的交易所或結算所要求的到期交收日之前向中信信期證券支付需結算的款項或交付可交付的形式的證券。如果在到期交收日期當天，客戶未有履行上述交收義務，中信信期證券茲獲授權根據其絕對酌情權：

- (a) 如屬購買交易，轉移或出售證券戶口內的任何證券（包括該等已購入的證券）以履行客戶的義務；或
- (b) 如屬售賣交易，按需要借入及／或買入該等已出售的證券，以履行客戶的交收義務。

Where CITIC CFI SECURITIES has executed a purchase or sale transaction on behalf of the Customer, the Customer should make payment of cleared funds or deliver Securities in the deliverable form to CITIC CFI SECURITIES before the due settlement date as required by CITIC CFI SECURITIES or the relevant exchange or clearing house. Should the Customer fail to do so by the due settlement date, CITIC CFI SECURITIES is hereby authorized, in its absolute discretion:

- (a) in the case of a purchase transaction, to transfer or sell any Securities in the Account (including the purchased Securities) to satisfy the obligations; or
- (b) in the case of a sale transaction, to borrow and/or purchase such sold Securities that are necessary to satisfy the settlement obligations.

7.20 儘管第 7.19 條規定，但在不影響第 4 條（服務及指示）規定的前提下，中信信期證券有權：

- (a) 不執行任何購買指示，除非客戶已向中信信期證券提供可動用的資金，而中信信期證券認為該資金的金額足夠支付有關購入價連同有關購買所需繳付的有關印花稅、經紀佣金、交易及任何其他徵費及其他費用及開支；及
- (b) 不執行任何售賣指示，除非客戶在發出有關指示前已將有關證券存放於中信信期證券。

Notwithstanding Clause 7.19 above, but without prejudice to Clause 4 (Services and instructions), CITIC CFI SECURITIES is entitled to not:

- (a) execute any instruction for a purchase transaction unless the Customer has made available to CITIC CFI SECURITIES cleared funds of an amount which is, in the opinion of CITIC CFI SECURITIES, sufficient to cover the relevant purchase price together with the relevant stamp duties, commissions, exchange and other levies and any other charges and expenses liable to be incurred in connection with such purchase; and
- (b) execute any instruction for a sale transaction unless the Customer has deposited the relevant Securities with CITIC CFI SECURITIES before giving the relevant instruction.

7.21 客戶須向中信信期證券繳付就客戶的交易中的任何交收失誤而可能須支付的任何溢價及任何的損失（包括根據全數彌償基礎計算的法律費用）。

The Customer will reimburse any premiums which CITIC CFI SECURITIES may be required to pay and for any loss (including legal expenses on a full indemnity basis) in connection with any settlement failure of the Customer.

7.22 中信信期證券根據協議而進行的任何交易、交收、行動或步驟所涉及的所有外匯兌換風險將由客戶承擔。

All currency exchange risks in respect of any transactions, settlement, actions or steps taken by CITIC CFI SECURITIES under the Agreement will be borne by the Customer.

7.23 客戶謹此不可撤回地授權中信信期證券的持牌代表執行結清證券戶口或結算根據協議代表客戶進行買賣交易的指示或以其他方式使之生效，包括但不限於將所得淨額收益存入或轉賬至交收戶口或其他由客戶指定的銀行戶口，或由客戶親身提取或將抬頭為客戶的淨額收益支票派遞（風險由客戶承擔）至客戶列明的地址。

The Customer hereby irrevocably authorizes CITIC CFI SECURITIES's licensed representatives to execute or otherwise give effect to the instruction for the settlement of the Account or of a purchase or sale transaction executed on behalf of the Customer pursuant to the Agreement, including but not limited to, the deposit or transfer of amounts of the net proceeds to the Settlement Account or other bank account(s) designated by the Customer or personal collection and delivery of, at the Customer's risk, the cheque(s) for the net proceeds drawn in favor of the Customer to the address specified by the Customer.

#### 抵押及金錢轉移 Security and Money Transfer

7.24 現在或將來由中信信期證券或其代名人為客戶持有或交易的所有證券（包括客戶獲妥為配發的新上市證券）和按協議規定在任何時候由中信信期證券代表客戶為安全保管所持有的所有款項和其他財產須向中信信期證券予以押記或由中信信期證券為其利益持有人，押記形式為第一優先固定持續抵押，旨在支付及／或解除客戶對中信信期證券或中信信期證券聯屬人在本協議下的所有及任何債務及責任。對於該等抵押而言：

- (a) 該等抵押項下的資產包括已付或今後應付給該等證券的一切股息或利息和所有股份、股票（及其股息或利息）、權利，在任何時候通過贖回、花紅、優先權、期權或其他方式附帶或有關該等證券所積累或提出的款項或財產；
- (b) 當客戶未有應要求支付或在到期時沒有提前支付客戶應予中信信期證券的款項，或客戶違反協議的其他條款，中信信期證券有權利在無違反誠信的原則及在無須通知客戶的情況下，以其認為合適的時間、方式、價格和條件出售或以其他由其關聯實體提出的方式處置全部或部份該等證券（由中信信期證券選擇）。在前述各種情況下，中信信期證券均毋須就任何該等行動向客戶負責（嚴重疏忽或蓄意違責除外），並可將上述出售或變賣取得的淨資金及當時中信信期證券手中持有的任何款項，按中信信期證券選擇的先後順序，用於結清客戶對中信信期證券或其關聯實體或任何第三方負有所需承擔的任何責任；
- (c) 在不損害前述第(b)子段的規定下，如果貸款及累計的費用及累算利息於到期時尚未全數清償，中信信期證券可於其認為適合的時間、方式及合理的代價，出售或以其他由其關聯實體提出的方式處置妥為配發予客戶的全部或任何部份（由中信信期證券挑選）新上市證券（聯同新上市證券附帶的一切權利、所有權及利息）而毋須事先通知客戶，於前述各種情況下，中信信期證券均毋須就任何有關行動向客戶負上任何責任（嚴重疏忽或蓄意失責除外），並可將上述有關出售或變賣取得的淨資金，按中信信期證券選擇的先後次序，用於解除貸款及任何累計的費用及累算利息；及
- (d) 該等抵押是一種持續的抵押，不受任何中期付款的影響，並應附加於及不影響任何留置權、抵銷權或在任何時候中信信期證券持有就客戶其對中信信期證券的債務提供的其他抵押（該等抵押並不受以上權利或抵押影響），亦不受任何有關的解除、更改、放棄強制實行的權利或與其有關的其他交易影響（該等擔保亦不受以上解除，更改或權利放棄影響）。

All securities which are currently held or carried or shall at any time hereafter be held or carried by CITIC CFI SECURITIES or its



nominees for or on the Customer's Account (including the New Listing Securities duly allotted for or on the Customer's Account) and all money and other property at any time held by CITIC CFI SECURITIES for safe-keeping on behalf of the Customer pursuant to this Agreement shall be charged to or held by CITIC CFI SECURITIES for the benefit of CITIC CFI SECURITIES as a first priority fixed continuing security for the payment and/or discharge to CITIC CFI SECURITIES and its Affiliates of all and any of the Customer's liabilities to CITIC CFI SECURITIES under this Agreement and with respect to such security:

- (a) such security shall attach to all dividends or interest paid or payable after the date hereof on such Securities and all stocks, shares (and the dividends or interest thereon), rights, moneys or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such Securities;
- (b) upon default by the Customer in payment on demand or earlier when due of any of the Customer's indebtedness to CITIC CFI SECURITIES or any other default by the Customer under the Agreement, CITIC CFI SECURITIES shall have the right, acting in good faith and without notice to the Customer, to dispose or initiate disposal by its associated entity of the whole or any part (selected by CITIC CFI SECURITIES) of the subject matter of such security as when and how and at such price and on such terms as CITIC CFI SECURITIES shall think fit, in each case without any liability on CITIC CFI SECURITIES to the Customer for any such action, except in the case of gross negligence or willful default, and to apply the net proceeds of such sale or realization and any sums of money for the time being in CITIC CFI SECURITIES's hands in or towards the settlement of any liability owed by or on behalf of the Customer to CITIC CFI SECURITIES or its associated entity or any third party in such order as it may select;
- (c) without prejudice to the provisions of the foregoing subparagraph (b), if the Loan and fees and interest accrued thereon have not been fully settled when due, CITIC CFI SECURITIES may without notice to the Customer dispose or initiate disposal by its associated entity of the whole or any part (at the selection of CITIC CFI SECURITIES) of the New Listing Securities duly allotted to the Customer (together with all rights, title and interest attached to such New Listing Securities) at such time or times and in such manner and for such reasonable consideration as CITIC CFI SECURITIES may think fit, in each case without any liability on CITIC CFI SECURITIES to the Customer for any such action (except in the case of gross negligence or willful default), and to apply the proceeds of any such sale or realization in or towards the discharge of the Loan, and any fees and interest accrued thereon in such order as CITIC CFI SECURITIES may select; and
- (d) such security shall be a continuing security unaffected by any intermediate payment and shall be in addition to and shall not prejudice or be prejudiced by any lien, right of set-off or other security which CITIC CFI SECURITIES may hold at any time for the Customer's indebtedness to CITIC CFI SECURITIES or by any release, modification, abstention from enforcement or other dealing therewith or thereof.

7.25 在適用法律法規及／或市場要求容許下，客戶謹此不可撤回地授權中信信期證券進行一切行動及簽立所需文件，將前述任何抵押證券的所有權，轉移、完成及／或賦予中信信期證券、其代名人或任何購買方或其他人士之名義下，以全面獲取此項抵押的利益，並致在第7條下提供的抵押得以完備。

To the extent permitted under applicable laws and regulations and/or market requirements, the Customer irrevocably authorizes CITIC CFI SECURITIES to do and execute all acts or things and documents necessary to transfer, complete and/or vest the title to any of the Securities charged as aforesaid to CITIC CFI SECURITIES, CITIC CFI SECURITIES's nominee or in any purchaser or otherwise for the purpose of obtaining the full benefit of this security, and to perfect the security given in accordance with Clause 7.

7.26 客戶同意不會及不會意圖對客戶戶口或中信信期證券替客戶持有的證券設立或允許存續押記、質押或其他產權負擔（本協議下設立的除外）。

The Customer agrees not to, and not purport to, create or allow to subsist, a charge, pledge or other encumbrance over the Customer's Account or Securities held or carried by CITIC CFI SECURITIES for or on the Customer's Account other than as created under the Agreement.

## 8. 客戶資產 Customer's Assets

### 保存及代理服務 Custodian and Nominee Services

8.1 除非客戶另有書面說明，由中信信期證券為客戶持有或保管的任何證券應由中信信期證券或保管代理人根據有關交易所或規管機構之適用法律及規定持有或保管。中信信期證券毋須交回給客戶與中信信期證券從客戶或替其收取完全一致的證券或代表證券的證書。中信信期證券可交回給客戶相同類型和額度的其他證券或代表證券的證書。中信信期證券的責任僅為在開立證券戶口的辦事處交給客戶相同類型和額度的證券或代表證券的證書，但毋須就由中信信期證券或其代理人代為存放或持有的任何證券之損失或損毀負責（因中信信期證券或其代理人的嚴重疏忽或蓄意失責所造成的損失和損毀除外）。

Unless the Customer directs in writing, any Securities held or carried by CITIC CFI SECURITIES for or on the Customer's Account shall be held or carried by CITIC CFI SECURITIES or any Custodial Agent in accordance with applicable laws and the rules of any relevant exchange or regulatory authority. CITIC CFI SECURITIES shall not be bound to redeliver to the Customer the identical Securities or certificates representing Securities received by CITIC CFI SECURITIES from or for the Customer and CITIC CFI SECURITIES may redeliver other Securities or certificates representing Securities of like kind and amount. CITIC CFI SECURITIES's obligation shall be to deliver to the Customer such Securities or certificates representing Securities of like kind and amount at the office at which the Account is carried, provided that CITIC CFI SECURITIES shall not be responsible for the loss of or damage to any Securities deposited with or held by CITIC CFI SECURITIES or its agents, unless due to gross negligence or willful default on its or their part.

8.2 中信信期證券毋須致力促使證券戶口購入或由中信信期證券收取轉入證券戶口帳目的證券的轉讓登記。CITIC CFI SECURITIES shall not be obliged to procure the registration of any transfers of Securities purchased for the Account or received by CITIC CFI SECURITIES for the credit of the Account.

8.3 客戶應妥善及準時繳付所有有關不時就證券戶口內任何的證券的未繳款項所作出的催付及客戶就證券戶口內任何的證券不時按法例應付的其他款項。如有違反本條規定，中信信期證券可在其認為合適的情況下代客戶繳付。客戶在收到催繳通知時，必須立即悉數連同中信信期證券因此而招致的費用及開支一併歸還中信信期證券。

The Customer shall duly and promptly settle all demands which may from time to time be made in respect of any unpaid sums of

money under any of the Securities from time to time in the Account and duly and promptly pay any other sums of money which the Customer may lawfully be required to pay in respect of any of the Securities from time to time in the Account. In default, CITIC CFI SECURITIES may, if it thinks fit, make such payments on behalf of the Customer and any sums so paid by CITIC CFI SECURITIES shall be repayable by the Customer on demand, together with any costs or expenses incurred by CITIC CFI SECURITIES as a result.

8.4 除客戶為交收其證券交易向中信信期證券支付的現金外，任何為客戶持有的現金將存入結算戶口或證券戶口內。  
Any cash held for the Customer, other than cash received from the Customer for the purpose of settling his Securities transactions, will be credited to the Settlement Account or the Security Account.

8.5 凡證券以保管代理人的名義登記，客戶承認此等證券是按保管代理人不時生效的標準條件及條款持有。中信信期證券或保管代理人毋須將有關證券的任何通告、委託書或其他文件或通訊轉交給客戶，除非中信信期證券控制有關證券，在該情況下中信信期證券對客戶的義務及責任僅限於即時回應客戶任何合理要求，提供中信信期證券當時持有有關證券的任何法團行動的資料。即使有以上規定，如中信信期證券或保管代理人酌情釐定需就此等證券採取任何行動，而又未能遵照第 17 條（通知）之規定接觸客戶，或客戶未有給予準時及足夠的指示給中信信期證券，則客戶謹此授權中信信期證券或保管代理人行使絕對酌情權替客戶行事，包括但不限於就客戶以保管代理人名義以客戶為實益擁有人證券）行使投票權，代表客戶選擇及接收現金股息或以股代息，惟相對於在被認可證券交易所掛牌上市公司的任何證券含任何普通股或其他類別屬於在股東大會於任何情況下均享有投票權的證券或以其他方式對該上市公司之構成有關股本之證券，中信信期證券並沒有該酌情權，其亦不得採取任何行動。除非有詐騙或蓄意失責行為，否則中信信期證券或保管代理人毋須對所作的行為負責。客戶保證全數彌償中信信期證券及／或保管代理人因其代客戶持有或保存此等證券而招致之所有費用、收費及開支。

The Customer acknowledges that if the Securities are registered in the name of the Custodial Agent, the Securities will be held by the Custodial Agent on its standard terms and conditions as may from time to time be in force. CITIC CFI SECURITIES or the Custodial Agent shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the Securities to the Customer except to the extent that CITIC CFI SECURITIES has control of the Securities, in which case CITIC CFI SECURITIES's duty and responsibility to the Customer is solely limited to responding promptly to any reasonable request by the Customer for the provision of information then available to CITIC CFI SECURITIES in relation to any corporate action in respect of those Securities. Notwithstanding the aforesaid, if CITIC CFI SECURITIES or the Custodial Agent at its discretion determines that any action is required in respect of such Securities and the Customer could not be contacted in accordance with Clause 18 (Notice) or failed to give CITIC CFI SECURITIES punctual or adequate instructions for such action, the Customer hereby authorizes CITIC CFI SECURITIES or the Custodial Agent to act on behalf of the Customer as it in its absolute discretion thinks fit, including but without limitation, exercising any voting rights in respect of Securities of which the Customer is the beneficial owner but which are registered in the name of the Custodial Agent, electing and receiving on behalf of the Customer cash dividend or scrip dividend, except that CITIC CFI SECURITIES shall have no such discretion and may not take any action in respect of any Securities comprising any ordinary shares or other shares of a class carrying rights to vote in all circumstances at general meetings of, or Securities otherwise constituting relevant share capital of, any public company quoted on a recognized stock exchange. CITIC CFI SECURITIES and the Custodial Agent shall not be liable, in the absence of fraud or willful default, for such action it may take. The Customer undertakes to indemnify CITIC CFI SECURITIES and the Custodial Agent against all costs, charges and expenses that may be incurred by them in respect of Securities held by it for safe-keeping on behalf of the Customer.

8.6 凡存放於中信信期證券的並非以客戶名義登記之證券，而該證券產生累算股息或分派或利益，應按其代客戶持有的證券之總數量或總數額所佔比例記帳存入結算戶口或戶口內（凡該等證券的碎股不合資格獲得任何該等股息、分派或利益，則代客戶持有的碎股將不獲攤分該等股息、分派或利益）。在符合適用法律法規的前提下，中信信期證券可為其本身利益，保留或以其他方式處置客戶可能享有的任何碎股權益，及因合併其代其他客戶持有的碎股而獲得的權益。

Where Securities deposited with CITIC CFI SECURITIES are not registered in the name of the Customer and dividends distributions or benefits accrued in respect of such Securities, the Settlement Account or the Securities Account shall be credited with the proportion of such dividends distributions or benefits equal to the proportion of the total number or amount of Securities which shall comprise Securities held on behalf of the Customer (in the event that an odd lot of such Securities is not eligible for any such dividends distributions or benefits, the odd lot held on behalf of the Customer will not be taken into account of in the apportionment). Subject to applicable laws and regulations, CITIC CFI SECURITIES may retain or otherwise dispose of, for its own benefit and account, any fractional shares entitlements to which the Customer may be entitled, and entitlements arising from the aggregation of odd lots held on behalf of customers.

8.7 在不違反第 8.4 條規定的前提下，由任何存放於中信信期證券之證券所產生的供股權應以下列方式處置：

- (a) 中信信期證券將在收到有關供股權文件後的合理時間內知會客戶；及
- (b) 若客戶未能在中信信期證券所訂明需回覆的時間內向中信信期證券發出指示或經已指示中信信期證券其將不會行使該權利，其應被視為客戶已不可撤銷地就該供股權放棄其該權利及資格，並將該權利賦予中信信期證券供其絕對地使用及受益，而中信信期證券有權為其本身之權利及利益（受適用法律法規及／或市場要求限制），以任何其認為合適之方式處理該供股權，而無須向客戶申報利潤（如有）。

Without prejudice to Clause 8.4, any rights issue arising from any of the Securities deposited with CITIC CFI SECURITIES shall be dealt with in the following manner:

- (a) CITIC CFI SECURITIES will within a reasonable time after receipt of the relevant rights issue documents inform the Customer; and
- (b) If the Customer fails to instruct CITIC CFI SECURITIES within the time prescribed by CITIC CFI SECURITIES to reply or has instructed CITIC CFI SECURITIES that he will not exercise such rights, it shall be conclusively deemed that the Customer has irrevocably renounced all his rights and entitlements regarding such rights issue in favor of CITIC CFI SECURITIES for its own use and benefit absolutely and CITIC CFI SECURITIES is entitled, subject to applicable laws and regulations and/or market requirements, to deal with such rights issue in its own right and for its own benefit in whatever manner it deems fit without having to account to the Customer for the profits (if any).

8.8 中信信期證券從客戶或任何其他人士（包括結算所）所收取的全部款項、證券及其他財物，均須由中信信期證券以受託人身份持有，並與中信信期證券本身之資產分開。此等由中信信期證券以上述方式持有的資產均不得在中信信期證券無力償債或清盤時，構成中信信期證券的資產的一部分，並須在就中信信期證券所有或任何部分的業務或資產委任臨時清盤人、

清盤人或擁有類似職能的人員後，立即歸還予該客戶。

All monies, Securities and other properties received by CITIC CFI SECURITIES from the Customer or from any other person (including any clearing house) for the Account of the Customer shall be held on trust by CITIC CFI SECURITIES and segregated from CITIC CFI SECURITIES's own assets. These assets so held by CITIC CFI SECURITIES shall not form part of the assets of CITIC CFI SECURITIES for insolvency or winding up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of CITIC CFI SECURITIES's business or assets.

- 8.9 客戶確認並同意中信信期證券就代客戶持有的任何現金結餘所賺取或收取的任何利息(包括但不限於活期/定期存款)應絕對屬於中信信期證券所有；然而中信信期證券可完全酌情向客戶支付部分或全部有關利息。

The Customer acknowledges and agrees that any interest earned or received on any credit cash balance held by CITIC CFI SECURITIES on behalf of the Customer (including but not limited to current/fixed deposit) shall belong to CITIC CFI SECURITIES absolutely; however, CITIC CFI SECURITIES may at its full discretion pay part or all of such interest to the Customer.

## 9. 費用及開支 Charges and Expenses

- 9.1 客戶同意中信信期證券有權根據其不時決定並以屬於本協議的獨立收費表（包括其不時之變更、增補和/或修改）規定的計算比率或基準向客戶收取費用及經紀佣金。客戶必須應要求支付不論任何原因或以何種形式而在戶口所產生的任何債項，包括經紀佣金、費用、收費、法定收費、稅項、徵費及交付收費等。客戶並將向中信信期證券償付其因該戶口或任何交易而已向或須向任何第三方（包括任何交易所及結算所）支付的所有款項。客戶授權中信信期證券可在其認為恰當的時間及以其認為恰當的方式從戶口提取現金或為戶口中的未平倉合約平倉變現以支付有關的到期費用。

The Customer agrees that CITIC CFI SECURITIES is entitled to charge the Customer fees and commissions calculated at such rate or on such basis as CITIC CFI SECURITIES may from time to time determine and set out in separate fee schedules as amended, supplemented and/or modified from time to time, which shall form part of this Agreement. The Customer shall be liable for payment upon demand of any debts whatsoever and howsoever arising on the Account including commission, brokerages, charges, fees, statutory fees, taxes, levies and delivery charges. The Customer will also reimburse CITIC CFI SECURITIES of all amounts paid or payable by it to any third party (including any exchange and clearing house) arising out of the Account or any transaction. The Customer authorizes CITIC CFI SECURITIES to withdraw cash from or liquidate open positions in the Account at such time and in such manner as it deems fit to discharge the amounts due.

- 9.2 客戶欠付中信信期證券的款項應按照中信信期證券不時通知客戶的息率收取利息。若中信信期證券未有如上通知客戶，利息將按照中信銀行國際有限公司或香港上海滙豐銀行有限公司不時公佈之港元最優惠貸款年利率加年率 6 厘計算（兩者以較高者為準）。

All amounts due by the Customer to CITIC CFI SECURITIES shall be charged with interest at such rate(s) to be notified by CITIC CFI SECURITIES from time to time. In the absence of such notification, interest will be charged at an annual rate of 6% above the higher of the annual prime lending rate on Hong Kong dollars quoted by CITIC Bank International Limited or The Hong Kong and Shanghai Banking Corporation Limited from time to time.

## 10. 彌償 Indemnity

- 10.1 除了及在不損本協議其他彌償規定的情況下，就所有針對中信信期證券、其聯屬人、代理人、高級職員及僱員的任何一人而作出的所有申索、要求、訴訟、責任及進行的法律程序而言，在中信信期證券、其聯屬人、代理人、高級職員或僱員並無嚴重疏忽、欺詐或蓄意失責的情況下，客戶同意立即按要求全數彌償及承擔任何上述人士就履行其義務或提供其服務或行使本協議中的權利、權力或酌情權，包括由中信信期證券為保障、維護或強制執行其權利或在本協議中的抵押品權益（不論是是否因客戶的失責或違約所致）而蒙受或招致的損失、訟費、費用或開支（包括彌償全數法律費用）。

In addition to and without prejudice to the other indemnity provisions in the Agreement, the Customer hereby agrees to fully indemnify and hold harmless each of CITIC CFI SECURITIES, its Affiliates, agents, officers and employees, on demand, against all claims, demands, actions, liabilities, proceedings against any of them and all loss (including legal fees on a full indemnity basis) which any of them may suffer or incur in connection with any of them performing any obligations or services, or exercise of rights, powers or discretion under or in connection with the Agreement, including any action taken by CITIC CFI SECURITIES to protect, defend or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by the Customer, in the absence of gross negligence, fraud or willful default of CITIC CFI SECURITIES, its Affiliates, agents, officers or employees.

- 10.2 中信信期證券在任何情況下均毋須對任何因通過或與其執行戶口交易的人士、商號或公司的任何過失、無力償債、行為或遺漏而引致客戶之任何損失或任何事項負責。

CITIC CFI SECURITIES shall in no event be liable for any loss of the Customer or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of any person, firm or company through or with whom transactions are effected for the Account.

## 11. 客戶款項常設授權、留置權、抵銷權及資金轉移 Standing Authority, Liens, Set-off and Transfer of Funds

- 11.1 客戶款項常設授權：客戶同意按照本公司指定的形式給予本公司不時要求的客戶款項常設授權，包括但不限於以下各項：
- 《證券及期貨（客戶證券）規則》（香港法例第 571H 章）（包括為附件 X（孖展證券貸款）第 11 條及第 12 條（常設授權）之目的所必需的內容）；
  - 《證券及期貨（客戶款項）規則》（香港法例第 571I 章）；
  - 指示客戶任何時候持有戶口的任何聯屬人和銀行，（包括但不限於中信銀行國際有限公司）、存款公司或其他人士、商號或公司（簡稱「存款持有人」），代表客戶將客戶不時存放在與聯屬人或存款持有人在任何時間所開立的戶口內的資金轉移到客戶與中信信期證券所開立的戶口內及／或客戶任何時候在任何聯屬人持有的其他

- 戶口內；
- d. 將客戶不時存放在與中信信期證券所開立的戶口內的所有任何資金轉移到該客戶與任何聯屬人不時維持的任何戶口內；
  - e. 給予任何聯屬人和任何存款持有人上述授權的通知；及
  - f. 向任何聯屬人提供或向聯屬人要求或收取中信信期證券認為合適的有關客戶及／或證券戶口的資料。

Standing Authorities: The Customer agrees to give such standing authorities as required, and in such form as specified, by the Company from time to time in connection with, but not limited to, the following:

- a. the Securities and Futures (Client Securities) Rules (Cap. 571H of the Laws of Hong Kong) (including that which is necessary for the purpose of Clause 11 and Clause 12(Standing Authority) of Appendix X (Securities Margin Financing Facilities));
- b. the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong);
- c. instruct any Affiliate and any bank, deposit-taking company or other persons, firm or company with whom or which the Customer may at any time maintain an account (a “Deposit Holder”) to transfer on the Customer’s behalf any funds standing from time to time in any account maintained at any time by the Customer with any Affiliate or any Deposit Holder to any of the Customer’s Accounts with CITIC CFI SECURITIES and/or to any account maintained at any time by the Customer with any Affiliate;
- d. transfer any funds standing from time to time in any Account maintained by the Customer with CITIC CFI SECURITIES to any account maintained at any time by the Customer with any Affiliate;
- e. give any Affiliate and any Deposit Holder notice of such authority; and
- f. provide to and request and receive from any Affiliate such information concerning the Customer and/or the Securities Account as CITIC CFI SECURITIES shall think fit.

11.2 在符合適用的法律及規例規定下，客戶授權中信信期證券：

- (a) 合併或組合從客戶於中信信期證券及／或其聯屬人的任何或所有的戶口（無論該些戶口是客戶獨自或與其他人士共同擁有）及中信信期證券可轉帳戶口之間所存之任何數額之客戶款項，以償還客戶欠付中信信期證券及／或其聯屬人的責任或債務（不論有關責任或債務為實際的、或有的、主要的或附屬的、有抵押的或沒有抵押的或共同的或各別的）；
- (b) 在任何時候於中信信期證券及／或其聯屬人維持的任何戶口和中信信期證券及／或其聯屬人在其本地或海外交易商及／或清算公司（無論其是否與中信信期證券及／或其聯屬人有關聯）開立及維持的帳戶之間來回調動中信信期證券依據其絕對酌情權認為必要及可取的任何數額之客戶款項，作為解除本公司在交收上的義務和清償本公司在交收上的法律責任的抵押品；
- (c) 從中信信期證券及／或其聯屬人維持的任何戶口中轉出任何數額之客戶款項作為支付與中信信期證券達成的任何協議下客戶獲取服務所產生之中信信期證券有關開銷、費用或其它收費；
- (d) 為本 11.2 項任何目的將客戶款項轉換成其它貨幣（如適用）；
- (e) 在不影響授予中信信期證券的其他許可權的情況下，並且在每一單中信信期證券和客戶的交易或中信信期證券作為客戶代名人所進行的交易被視為各自獨立的一單交易的情況下，中信信期證券有權代表客戶控制和/或處置中信信期證券或其代名人代表客戶持有的所有或任何證券，並在任何情況下，根據適用法律、規則和法規以及客戶不時向中信信期證券提供的任何授權，對所有或任何該等證券借出、出售、存放、進行抵押和再抵押。客戶特此授權中信信期證券：
  - (i) 將客戶的任何證券及證券抵押品存放於法律下的認可機構（定義見《銀行業條例》），作為向中信信期證券融資提供的抵押品；
  - (ii) 按照《證券及期貨（客戶證券）規則》，依據證券借貸協議而使用客戶的任何證券及證券抵押品；
  - (iii) 將客戶的證券及證券抵押品存放於（1）受認可的結算所或（2）另一間獲發牌或註冊進行證券交易的中介人，作為履行及清償中信信期證券的結算責任及負債的抵押品。
- (f) 客戶知悉，根據上文第 11.2 (e) 條所給予或提述的授權，以及客戶可能給予的任何其他授權，中信信期證券可根據該等授權或以適用法律或規則所准許的任何方式，自由處理客戶的證券。

The Customer authorizes CITIC CFI SECURITIES, subject to applicable laws and regulations, to:

- (a) combine or consolidate any or all Accounts, of any nature whatsoever and either individually or jointly with others, maintained by CITIC CFI SECURITIES or any of its Affiliates and CITIC CFI SECURITIES may transfer any sum of Monies to and between such Account(s) to satisfy the Customer’s obligations or liabilities to CITIC CFI SECURITIES or any of its Affiliates, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several;
- (b) to transfer at any time any sum of customer's money between any account maintained by CITIC CFI SECURITIES and/or its affiliates and accounts opened and maintained by CITIC CFI SECURITIES and/or its affiliates with local or overseas dealers and/or clearing houses (whether or not they are associated with CITIC CFI SECURITIES and/or its affiliates) which according to its absolute discretion, will as security for the discharge of the Company's obligations and the satisfaction of the Company's liabilities in respect of settlement; (c) transfer any sum of Monies out of any of the Accounts maintained with CITIC CFI SECURITIES or any of its Affiliates as payment for expenses, fees or other charges of CITIC CFI SECURITIES in relation to any services the Customer obtains under any agreement with CITIC CFI SECURITIES;
- (d) convert the Monies into any other currency(ies), for any of the purposes mentioned under this Clause 11.2 (where applicable);
- (e) Without prejudice to the other authorities conferred upon CITIC CFI SECURITIES hereunder and in each case as a transaction independent of any other transaction entered into between CITIC CFI SECURITIES and the Customer or by CITIC CFI SECURITIES on the Customer’s behalf, CITIC CFI SECURITIES is authorised on the Customer’s behalf to part with possession and/or control of all or any securities held by CITIC CFI SECURITIES or its nominees for or on account of the Customer and in connection therewith to lend, sell, deposit, charge and re-charge all or any such securities in each case in accordance with applicable law, rules and regulations and any authorization given by the Customer to CITIC CFI SECURITIES from time to time. The Customer hereby authorises CITIC CFI SECURITIES to:
  - (i) deposit any of the Customer’s securities and securities collateral with an authorised institution (as defined by the Banking Ordinance) as collateral for financial accommodation provided to CITIC CFI SECURITIES;
  - (ii) apply any of the Customer’s securities and securities collateral pursuant to a securities borrowing and lending agreement in accordance with the Securities and Futures (Client Securities) Rules;

- (iii) deposit the Customer's securities and securities collateral with (1) a recognised clearing house or (2) another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of CITIC CFI SECURITIES's settlement obligations and liabilities.

(f) The Customer acknowledges that, with the authorities given by or referred to in Clause 11.2(e) above and any other authorities which the Customer may give, CITIC CFI SECURITIES shall be at liberty to deal with the Customer's securities in accordance with such authorities or in any manner permitted by applicable law or rules.

- 11.3 客戶知悉及同意中信信期證券可行使任何第 11.2 條所提及的事項，而不須事先知會客戶。  
The Customer acknowledges and agrees that CITIC CFI SECURITIES may do any of the things mentioned in Clause 11.2 without giving the Customer prior notice.
- 11.4 客戶款項常設授權的授予不應影響中信信期證券或其任何聯屬人就處理獨立戶口內的客戶款項的權力或權利。  
The Standing Authority is given without prejudice to other authorities or rights which CITIC CFI SECURITIES or any of its Affiliates may have in relation to dealing in Monies in the segregated Accounts.
- 11.5 若客戶被中信信期證券分類為專業投資者，中信信期證券可將此客戶款項常設授權當成長期有效，直到由客戶書面指明撤回。若客戶被中信信期證券分類為非專業投資者，且當客戶于每個年度的 1 月 1 日至 11 月 30 日向中信信期證券發出客戶款項常設授權時，中信信期證券可將此客戶款項常設授權視作到當年年底有效。若客戶被中信信期證券分類為非專業投資者，且當客戶于每個年度的 12 月 1 日至當年年底向中信信期證券發出客戶款項常設授權時，中信信期證券可將此客戶款項常設授權視作到次年 11 月 30 日有效。除非此等客戶款項常設授權被客戶以提前書面形式再續期 12 個月或在第 11.7 條款依據客戶款項規則被視為續期外，此等客戶款項常設授權屆時將到期。  
Where the Customer has been classified by CITIC CFI SECURITIES as a Professional Investor, CITIC CFI SECURITIES may treat any such Standing Authority as continuing and it shall remain in effect unless and until specifically revoked by the Customer in writing. Where the Customer has not been classified by CITIC CFI SECURITIES as a Professional Investor and the Standing Authority is given during the period from 1 January to 30 November of each calendar year, CITIC CFI SECURITIES can treat any such Standing Authority as effective up to and including the last day of that calendar year and where the Customer has not been classified by CITIC CFI SECURITIES as a Professional Investor and Standing Authority is given during the period from 1 December to and including 31 December of each calendar year, CITIC CFI SECURITIES can treat any such Standing Authority as effective up to and including the last day of November of the next calendar year. Such Standing Authority shall expire thereafter unless it has been renewed by prior written notice from the Customer for another twelve (12) months or deemed to be renewed in accordance with Clause 11.7.
- 11.6 客戶可於實際撤銷日期不少於 14 日前以書面通知中信信期證券撤銷客戶款項常設授權。  
The Standing Authority may be revoked by the Customer serving a written notice to CITIC CFI SECURITIES at least fourteen (14) days prior to the actual date of revocation.
- 11.7 以第 11.5 條為前提，客戶明白假如中信信期證券在客戶款項常設授權的期限屆滿不少於 14 日前向客戶發出有關授權將被視為已續期的書面提示，而客戶並不反對在該屆滿日期前將該授權視作被延續，則客戶的授權將在沒有其書面同意的情況下被視為再續期 12 個月。以此種方式續期時，中信信期證券應在限期屆滿後的一周內向客戶發出客戶常設授權續期的書面確認函。  
Subject to Clause 11.5, the Customer understands that the Standing Authority may be deemed to be renewed for another twelve (12) months without the Customer's written consent if CITIC CFI SECURITIES issues to the Customer a written reminder at least fourteen (14) days prior to the expiry of the Standing Authority, and the Customer does not object to such deemed renewal before such expiry date. Upon such renewal, CITIC CFI SECURITIES shall give a written confirmation of the renewal of the Standing Authority to the Customer within one week after the date of expiry.
- 11.8 客戶同意中信信期證券除其有權行使的任何一般留置權或其他中信信期證券按法律可享有相似的權利外，中信信期證券可（須符合適用的法律及規例的規定）隨時並在毋須事前通知客戶的情況下，從客戶於中信信期證券及／或其聯屬人開設之戶口，合併、集合、抵銷或調動所存之任何形式之證券或款項，無論該些戶口是客戶獨自或與其他人士共同擁有，以解除對中信信期證券及／或其聯屬人的責任或債務，不論有關責任或債務為主要的、附屬的、各別的、共同的或以其他貨幣為單位的。中信信期證券毋須理會有關欠付其聯屬人的責任或債務是否存在，只要其聯屬人已向中信信期證券發出催繳通知。如果有關合併、集合、抵銷或調動需要外匯兌換，中信信期證券（本身或透過其聯屬人）可為此使用任何客戶戶口結餘以兌換任何欠債的貨幣，並任何上述兌換可由中信信期證券或其聯屬人認為合適及最終決定採用的匯率進行。有關貨幣與港元之間的匯兌波動所引致的任何盈虧，概由客戶承擔。若對中信信期證券及／或其聯屬人應負的任何債務及責任為須待確定或屬未來的責任，中信信期證券或其聯屬人於應用本條款項下的抵銷權後，有權就任何該等戶口的任何結餘款額暫停支付相等於該等欠款的金額，直至該項確定或屬未來的事宜發生為止。  
The Customer agrees that in addition to any general lien or similar right to which CITIC CFI SECURITIES may be entitled at law, CITIC CFI SECURITIES may (subject to applicable laws and regulations), at any time and without prior notice, combine, consolidate, set-off or transfer any Securities or monies standing to the credit of the Customer's Account(s) with CITIC CFI SECURITIES and/or its Affiliates of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all the obligations or liabilities to CITIC CFI SECURITIES and/or its Affiliates whether such obligations or liabilities be primary, collateral, several, joint or in other currencies. CITIC CFI SECURITIES shall not be concerned whether or not such obligations or liabilities owed to its Affiliates exist, provided that demand has been made on CITIC CFI SECURITIES by such Affiliates. Where such combination, consolidation, set-off or transfer requires the conversion of one currency to another, CITIC CFI SECURITIES (itself or through its Affiliates) may use the credit balance of any of the Customer's Account(s), at a reasonable exchange rate as CITIC CFI SECURITIES or its affiliate sees fit, to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by CITIC CFI SECURITIES or its Affiliates. The Customer shall be responsible for any profit or loss arising from exchange rate fluctuations between the relevant currency and Hong Kong dollars. Insofar as any of the obligations or liabilities to CITIC CFI SECURITIES and/or its Affiliates are contingent or future, the obligation or liability of CITIC CFI SECURITIES or its Affiliates to the Customer to make payment of any sums standing to the credit of any such Accounts after the application of set-off hereunder will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.

- 11.9 中信信期證券可以抵押方式持有就中信信期證券或其聯屬人代客戶持有全部或任何款項、商品、證券或其他財產並享有其一般留置權，直至客戶完全繳付欠負中信信期證券的任何款額。  
CITIC CFI SECURITIES may hold as security and subject to a general lien in its favor all or any of the money, commodities, Securities and other property held by CITIC CFI SECURITIES or its Affiliates for the account of the Customer until the Customer has fully paid CITIC CFI SECURITIES any amount owed.
- 11.10 中信信期證券在其認為需要的任何時候，不論是否有通知客戶的情況下，為抵償由客戶或代客戶欠負中信信期證券或其有聯繫實體（定義見於該條例）或任何其他人士的任何責任或債務，可出售屬於客戶或客戶在當中佔有權益的任何證券或商品、或取消購買及出售任何證券或商品的任何開倉指示，中信信期證券並可借用或購買交付任何出售所須的任何證券或商品。該等出售或購買可在公開或私下進行並可毋須宣告或通知客戶，並以中信信期證券按其酌情權決定的方式進行，而中信信期證券所發出的付款要求或通知將不會使其在此第 11.10 條項下之權力失效。就任何上述出售，在符合適用的法律和法規的情況下，中信信期證券及／或其任何聯屬人可購買不具有贖回權的證券或商品，而客戶更同意中信信期證券及／或其任何聯屬人毋須就任何該等出售的方式或時機負任何責任。該等交易的收益應撥用以扣減客戶欠負中信信期證券及／或其聯屬人的債項（如有）。  
CITIC CFI SECURITIES may, whenever CITIC CFI SECURITIES considers it necessary, in settlement of any liability owed by or on behalf of the Customer to CITIC CFI SECURITIES or its associated entities (as defined in the Ordinance) or any other person, dispose of any Securities or commodities belonging to the Customer or in which the Customer has an interest or cancel any open orders for the purchase and sale of any Securities or commodities, with or without notice to the Customer and CITIC CFI SECURITIES may borrow or buy any Securities or commodities required to make delivery against any sale effected for the Customer. Such sale or purchase may be public or private and may be made without advertising or notice to the Customer and in such manner as CITIC CFI SECURITIES may in its discretion determine, and no demands or notices which CITIC CFI SECURITIES makes or gives shall invalidate CITIC CFI SECURITIES rights pursuant to this Clause 11.10. At any such sale CITIC CFI SECURITIES and/or any of its Affiliates may, subject to applicable laws and regulations, purchase the Securities or commodities free of any right of redemption and the Customer agrees that in respect of any such sale CITIC CFI SECURITIES and/or any of its Affiliates shall not have any responsibility concerning the manner of sale or timing thereof. The proceeds of such transactions are to be applied to reduce the indebtedness owing by the Customer to CITIC CFI SECURITIES and/or its Affiliates (if any).
- 11.11 就本協議而言，中信信期證券或其聯屬人於任何時間發出的證書，證明客戶欠負的尚未清還債務數額，在並無明顯人為差誤下，應為不可推翻且對客戶具約束力。  
For the purpose of the Agreement, a certificate issued by CITIC CFI SECURITIES or any of its Affiliates certifying the amount of any outstanding indebtedness owing by the Customer at any time shall, in the absence of manifest errors, be conclusive and binding on the Customer.
- 11.12 若客戶戶口結存款項的幣種並不是清算其義務及/或責任(包括但不限於任何保證金要求、清算責任、繳付交易費用或開支)所需的幣種，客戶授權中信信期證券，在任何時間無需事先通知，以主事人或代理人身份代表客戶，以中信信期證券當時認為合適及最終決定的兌換率兌換客戶戶口內的結存款項為所需的幣種。為免存疑，客戶需全數彌償及負責中信信期證券就一切因行使以上權力或執行相關行動而招致之任何損失。  
Where the monies in the Customer's Account is not denominated in such currency required to settle the Customer's obligations and/or liabilities (which shall include, but not limited to, any Margin requirements, settlement obligations, payment of fees or expenses in connection with a transaction), the Customer authorizes CITIC CFI SECURITIES to convert (acting as principal or acting as an agent on the Customer's behalf), at any time and without notice, the monies in the Customer's Account into such required currency at such prevailing money market rate of exchange as CITIC CFI SECURITIES sees appropriate and fit. For the avoidance of doubt, the Customer shall be liable for any losses, cost or expense incurred by CITIC CFI SECURITIES, on a full indemnity basis, related to any action taken or the exercise of its rights hereunder.

## 12. 陳述、保證及承諾 Representations, Warranties and Undertakings

- 12.1 客戶在此向中信信期證券保證、陳述及承諾如下：
- 客戶現在是以主事人的身分訂立本協議，而並不是代表任何其他人士進行交易，除非客戶以書面形式向中信信期證券作出知會，並會負責清付所有因為按照和根據協議和進行的交易而導致的債務，中信信期證券及其聯屬人均不會對由客戶在任何情況下代為行事的任何人負責（除非中信信期證券與該人之間訂立了獨立的客戶關係或除非中信信期證券另有書面協定）；
  - 客戶已取得並將維持任何所需的同意、許可及授權有效，並已採取所有必要的行動使他可合法訂立該協議和每宗交易並履行該協議和每宗交易下的義務，及授予本條款及條件提及的抵押權益和權力；
  - 客戶完全明白及完全接納本協議之條文，包括由中信信期證券發出與本協議預期的交易有關的免責聲明及風險披露聲明；
  - 在無損於第 4.12 條效力的前提下，客戶只會基於其自己的判斷及研究進行證券交易，而不會倚賴中信信期證券的董事、高級職員、僱員或代理人所作的建議或推介進行該等交易；有關本協議或任何本協議預期的交易，客戶將尋求其認為合適的獨立法律、稅務及財務意見；
  - 客戶提供的任何資料（包括表格中的資料）於本協議日期是真實和完整的，若於表格中提供的資料或任何其他與客戶有關的資料有任何重大變更，客戶將立即通知中信信期證券。在中信信期證券未有實質接獲客戶的該通知前，中信信期證券倚賴表格中的資料行事。中信信期證券茲獲授權對客戶進行信貸調查或核證以核實客戶於表格或其他地方提供的財政狀況及投資目標；
  - 本協議對客戶構成有效及具法律約束力的合約及責任，並可按其條款執行；
  - 本協議及其履行及其條款所列的責任不會亦將不會：
    - 違反任何現行適用的法律、法規、條例、規例或任何對客戶具約束力的法庭判決、法令或許可，或違反客戶的公司組織大綱、章程條文或附例（如適用）；或
    - 抵觸或違反或引致任何客戶為締約一方或受其約束或對客戶資產具約束力的合約或文件或構成任何失責；

(h) 除非客戶已另行以書面向中信信期證券申報，客戶並非任何交易所、商會、結算所、銀行或信託公司員工或高級職員或董事、或任何於香港或其他地方持牌或註冊的證券及／或期貨合約交易商或經紀的聯屬人，或該經紀或交易商的任何高級職員、合夥人、董事或僱員；

(i) 客戶將為戶口內的證券的實益擁有人而不受除本協議中所列載以外的任何留置權、抵押、衡平法上的權利或其他產權負擔所影響；在未得中信信期證券的書面同意之前，客戶亦不會抵押、質押，或允許戶口中的證券或款項或其他資產存有任何抵押或質押，或就該等證券或款項或其他資產授予選擇權或據稱授予選擇權；

(j) 對本協議預期的每宗交易而言，客戶是最終負責發出有關指示的人及最終實益擁有人，並是將會從該宗交易取得商業或經濟利益及／或承擔其商業或經濟風險的人士（在表格向中信信期證券所披露的該等其他人士或機構或以書面形式向中信信期證券作出知會者除外）；

(k) 客戶明白其交易之產品的性質及風險，並具有充足的淨值承擔風險及該等交易帶來的潛在虧損；

(l) 客戶向或已經向中信信期證券及其聯屬人提供的任何資料在任何主要方面均屬準備且沒有誤導成分；

(m) 並無關於客戶已經發生及／或正在持續的違約事項；

(n) 就任何資料而言，相關個人已獲全面通知使用其個人資料的目的以及根據私隱條例的要求在私隱條例的聲明（「聲明」）內列明獲提供其個人資料資料（包括為了直接促銷的目的）而使用及向第三者提供該等資料），該同意已經取得，而取得的方式足以符合私隱條例的要求，以便中信信期證券及其聯屬人合法使用和轉移聲明所列的資料。

The Customer hereby warrants, represents and undertakes to CITIC CFI SECURITIES in the following terms:

(a) the Customer is entering into the Agreement with CITIC CFI SECURITIES as principal and is not trading on behalf of any other person unless CITIC CFI SECURITIES is notified otherwise in writing; and the Customer will be responsible for paying off all indebtedness arising out of and in accordance with the Agreement and Transactions, and neither CITIC CFI SECURITIES nor its affiliates will be liable to any person acting on behalf of the Customer under any circumstances (unless CITIC CFI SECURITIES and such person have entered into a separate Customer relationship or unless otherwise agreed in writing by CITIC CFI SECURITIES)

(b) The Customer has obtained and will maintain any required consents, licenses and authorizations valid and has taken all necessary actions to enable the Customer to lawfully enter into this Agreement and each Transaction and perform the Customer's obligations under this Agreement and each Transaction, and grant any security interests and rights referred to in the Terms and Conditions;

(c) the Customer understands and accepts in full the provisions of the Agreement including any disclaimers and risk disclosure statements issued by CITIC CFI SECURITIES in connection with the transactions contemplated by the Agreement;

(d) without prejudice to Clause 4.12, the Customer will enter into Securities transactions solely in reliance upon his own judgment and investigations, and not upon advice or recommendations by any director, officer, employee or agent of CITIC CFI SECURITIES, and the Customer will seek independent legal, tax and financial advice as it considers appropriate in relation to the Agreement or any transaction contemplated by the Agreement;

(e) any material provided by the Customer (including the Form) is true and complete at the date hereof and the Customer will notify CITIC CFI SECURITIES forthwith upon any material changes in the information provided in the Form or any other information relating to the Customer. Until CITIC CFI SECURITIES actually receives such notification from the Customer, CITIC CFI SECURITIES shall be entitled to rely on the information contained in the Form. CITIC CFI SECURITIES is hereby authorized to conduct a credit enquiry or check on the Customer for the purpose of ascertaining the financial situation and investment objectives of the Customer as set out in the Form or otherwise;

(f) the Agreement constitutes a valid and legally binding agreement and obligations on the Customer enforceable in accordance with its terms;

(g) the Agreement and its performance and the obligations contained herein do not and will not:

(i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which the Customer is subject or any provisions of the memorandum and articles of association or bye-laws of the Customer (if applicable); or

(ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound;

(h) the Customer, except as previously disclosed in writing to CITIC CFI SECURITIES, is not an officer, employee or director of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any dealer or broker in Securities and/or futures contracts licensed or registered in Hong Kong or elsewhere, or an officer, partner, director or employee of any such broker or dealer;

(i) the Customer is and will remain the beneficial owner of the Securities in the Account free from any lien, charge, equity or encumbrance save as created by the Agreement and will not charge, pledge or allow to subsist any charge or pledge over the Securities or monies or other assets in the Account or grant or purport to grant an option over any Securities or monies or other assets in the Account without the prior written consent of CITIC CFI SECURITIES;

(j) the Customer is the person ultimately responsible for originating the instructions in relation to and the ultimate beneficial owner of each transaction contemplated by the Agreement and is also the person who stands to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other persons or entity has been disclosed to CITIC CFI SECURITIES in the Form or other written notices to CITIC CFI SECURITIES); and

(k) the Customer understands the nature and risks of the products in which he is trading and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in such products.

(l) any information provided by the Customer to or has been provided to CITIC CFI SECURITIES and its Affiliates is prepared and not misleading in any material respect;

(m) there is no event of default by the Customer that has occurred and/or is continuing;

(n) in respect of any data, the relevant individual has been fully informed of the purposes for which his or her personal data are to be used and has been provided with his or her personal data (including the use and provision of such data to third parties for the purposes of direct marketing) in accordance with the requirements of the Privacy Ordinance in a statement in the Privacy Ordinance ("the Statement"), and such consent has been obtained, Obtained in a manner sufficient to comply with the requirements of the Privacy Ordinance to facilitate the lawful use and transfer of the information set out in the declaration by CITIC CFI SECURITIES and its Affiliates.

12.2 以上的陳述、保證及承諾將會被視為在發出每項指示或執行每項指示前已再次重複作出。

The above representations, warranties and undertakings shall be deemed to be repeated immediately before each instruction is given or executed.

### 13. 電子交易服務 Electronic Trading Services

13.1 在此條中，下列詞語及詞句應具下列含意：

「**電子指示**」指電子服務及系統的提供及使用而言，中信信期證券真誠地相信客戶或任何獲授權人透過系統發出的電子通訊；

「**供應商**」指獨立第三方系統供應商及／或運營商，包括任何相關交易所；

「**系統**」指不時由提供商提供或運營並由客戶通過中信信期證券賬戶使用的電子系統以及任何關聯軟件、硬件、設施及服務，以傳遞報價、信息、買賣盤、執行、配對或登記；和

「**第三方供應部件**」指任何非由供應商、中信信期證券或任何其他其聯屬人提供的和系統有聯繫之任何部件（包括任何關聯軟件、硬件、設施及服務）。

In this Clause, the following words and expression shall have the following meanings:

“**Electronic Instruction(s)**” means, in relation to the provision and use of the Electronic Service and system, an electronic communication which CITIC CFI SECURITIES believes in good faith to have been given by the Customer or any Authorized Person via the System;

“**Supplier**” means the independent third-party provider and/or operator of any part of the System, including any relevant exchange;

“**System**” means the electronic system for quotations, information, order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services supplied or operated by the Supplier and used by the Customer through CITIC CFI SECURITIES’s account from time to time; and

“**Third-party Supplied Part**” means any part in connection with the System (including any associated software, hardware, facilities and services) which is not supplied by Supplier, CITIC CFI SECURITIES or any Affiliate of CITIC CFI SECURITIES.

13.2 第 13 條適用於客戶在表格中要求中信信期證券提供的電子交易服務（「**電子服務**」）。客戶首次使用電子服務時，應視為已接納第 13 條的條款及細則以及中信信期證券通過不時發出的通知、信件、刊登或其它文件對其做出之變更、修改或擴展。

Clause 13 shall apply where Customer requests or agrees to use Electronic Trading Services ("**Electronic Services**") provided by CITIC CFI SECURITIES in the Form. Upon adoption of the Electronic Services for the first time, the Customer shall be deemed to accept the terms and conditions set out in Clause 13, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by CITIC CFI SECURITIES.

13.3 中信信期證券對有關電子服務及系統不作明示或隱含的保證。客戶知悉該系統非為客戶個別需求開發而是為客戶選擇及客戶應就其意願及按其可承擔的風險按「**現狀**」使用，且中信信期證券不應為客戶的選擇或使用電子服務及系統而產生的任何後果負責。

CITIC CFI SECURITIES makes no warranties, express or implied, concerning the Electronic Services and the System. The Customer acknowledges that the System has not been developed for the Customer’s individual needs and has been selected and is used by the Customer on an “as is” basis at his/her/its own volition and risk and that CITIC CFI SECURITIES shall bear no responsibility whatsoever for any consequence arising from the Customer’s choice or use of the Electronic Services and System.

13.4 客戶應承擔所有透過電子服務而使用到或接觸到之數據、檔案、資訊、內容或其他資料（包括但不限於軟件）所帶來的責任及損失風險。

The Customer assumes full responsibility and risk of loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) through the Electronic Services.

13.5 除非中信信期證券與客戶另有書面協議，客戶須獨自負責安裝及維持任何相關硬件及軟件、與任何供應商達成所有就登入及使用系統所需的一切安排、並符合所有相關系統要求（包括安裝及更新任何適用的保安程序，以及任何由客戶訂立並涉及供應任何系統部件的適用協議）。

Unless CITIC CFI SECURITIES and the Customer have agreed otherwise in writing, the Customer shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Customer in relation to the supply of any part of the System.

13.6 中信信期證券無責任維持電子服務及透過系統給予的服務及資訊，或為其提供任何修改或更新。有效的電子服務及系統可隨時修改而無須給予事先通知的前提下予以使用。

CITIC CFI SECURITIES shall have no responsibility to maintain the services and information made through the Electronic Service or to supply any corrections or updates in connection therewith. Valid Electronic Services and System are subject to change without notice.

13.7 客戶需就經系統傳遞予中信信期證券的電子指示及資訊之準確性和完備性及透過給予登入權限而對系統的使用承擔責任。中信信期證券有權依據及遵照該電子指示（毋須就電子指示的真實性或其授權作出盡職調查）行動，並視該等資料為準、完整及經客戶恰當授權及對客戶有約束力。任何中信信期證券按任何有關電子指示及資料執行的任何交易，不論是否事實上已經由客戶授權執行，均對客戶具有約束力。電子指示只能經系統或其他中信信期證券與客戶不時共同協議的方式才能撤銷或更改。客戶同意維持足夠的保安程序，防止任何非獲客戶正式授權的人士未經授權登入或使用系統，從而通過系統發出電子指示。在不影響第 13.3 條一般性的原則下，中信信期證券不會就系統服務及系統的安全性對客戶作明示或隱含的保證，包括非獲授權人士截取或獲取客戶經系統傳遞的資訊。

The Customer is responsible for the accuracy and adequacy of all Electronic Instructions and information communicated via the System to CITIC CFI SECURITIES and for all use made of the System through the access provided to the Customer. CITIC CFI SECURITIES shall be entitled to rely and act on such Electronic Instructions (without conducting any due diligence as to the authenticity or authority of the Electronic Instructions) and treat such information as being accurate, complete and duly authorized by and binding on the Customer. Any transaction executed by CITIC CFI SECURITIES in accordance with any such Electronic Instruction or information shall be binding on the Customer regardless of whether or not it has in fact been effected with the Customer’s authority. Electronic Instructions may only be revoked or amended via the System or such other way(s) as agreed between CITIC CFI SECURITIES and



the Customer from time to time. The Customer agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorized Persons who are duly authorized by the Customer to give such Electronic Instructions to CITIC CFI SECURITIES via the System. Without prejudice to the generality of Clause 13.3, CITIC CFI SECURITIES makes no warranties whatsoever to the Customer, express or implied, regarding the security of the Electronic Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Customer through the System.

- 13.8 中信信期證券可接受客戶向中信信期證券遞交獲中信信期證券認可的核證機關頒發的數碼證書所證明的數碼簽署。中信信期證券可將此數碼簽署視作有關人士的親筆簽名。若該數碼證書已載於儲存庫內，中信信期證券可推定任何客戶代其提交之數碼證書為正確。  
CITIC CFI SECURITIES may accept a digital signature attested by a digital certificate issued by a certification authority recognized by CITIC CFI SECURITIES submitted by the Customer to CITIC CFI SECURITIES. CITIC CFI SECURITIES may treat this digital signature as the personal signature of the person concerned. If the digital certificate is already in the data base of CITIC CFI SECURITIES, CITIC CFI SECURITIES may presume that the digital certificate submitted by any Customer on its behalf is correct.
- 13.9 中信信期證券在任何情況下對其沒有被恰當及妥善收取的任何電子指示並無責任。電子指示只會於相關的市場或交易所的正常交易時間執行。  
Under no circumstances shall CITIC CFI SECURITIES be responsible for any Electronic Instruction for which it has not duly and properly received. Electronic Instructions will only be executed during normal trading hours of the relevant market or exchange.
- 13.10 客戶同意獲授權人是系統唯一獲授權用戶，並且須獨自地及全部負責中信信期證券發給客戶的數碼證書、密碼及／或登入名稱的保密性、安全性及使用。  
The Customer agrees that the Authorized Person(s) shall be the only authorized user(s) of the System, and shall be solely and wholly responsible for the confidentiality, security and use of the Customer's digital certificate, or the password and/or log-in name issued to the Customer by CITIC CFI SECURITIES.
- 13.11 除非另有協議，中信信期證券不會執行任何客戶經系統下達的電子指示，直至其對客戶戶口中已具備足夠可動用的資金或證券以結算第 7 條（交收部分）所載之有關交易感到滿意。  
Unless otherwise agreed, CITIC CFI SECURITIES will not execute any electronic instruction given by the Customer through the system until CITIC CFI SECURITIES satisfies that the Customer has sufficient funds or securities available in the Customer's account to settle the relevant transaction as set out in clause 7 (settlement part).
- 13.12 除非及直至客戶接獲指示確認書，確認接獲及／或執行電子指示，中信信期證券不應被視為已接獲及／或執行透過系統發出的電子指示（須符合依據中信信期證券發出的相關交易確認及定期結單內列明的詳情）。  
CITIC CFI SECURITIES shall not be deemed to have received and/or executed the Electronic Instructions given through the System unless and until the Customer receives an order acknowledgement confirming receipt and/or execution of the Electronic Instructions (subject to the details set out in the relevant transact and periodic statements issued by CITIC CFI SECURITIES).
- 13.13 客戶確認及同意，作為獲取電子服務及系統的條件，如果出現以下情況，客戶須即時通知中信信期證券：  
a. 於發出一項電子指示後，客戶並未收到中信信期證券的任何指示確認書或客戶指稱確認書列載之詳情不正確；或  
b. 客戶知悉任何對客戶數碼證書、登入名稱或密碼的任何未獲授權使用或披露或存取的情況，或任何未獲授權的交易已被執行。  
The Customer acknowledges and agrees that, as a condition of availability of the Electronic Services and the System, the Customer shall immediately notify CITIC CFI SECURITIES if:  
a. after giving an Electronic Instruction, the Customer has not received any order acknowledgement from CITIC CFI SECURITIES or the Customer alleges that such acknowledgement contains incorrect details; or  
b. the Customer becomes aware of any unauthorized disclosure or use of or access to the Customer's digital certificate, log-in name or password or that any unauthorized transactions have been effected.
- 13.14 客戶確認其並不擁有任何市場數據的所有權，及存續於系統組成部分的電腦軟件的知識產權。客戶亦保證不會及不會試圖對任何該組成部分進行擅自改動、修改、解編、還原工程、損毀、銷毀或者以其他方式作出改動。  
The Customer acknowledges that it does not own any market data and intellectual property rights of the computer software that resides as part of the system. Customer also warrants not to and will not attempt to tamper with, modify, decompile, restore, damage, destroy or otherwise alter any such component.
- 13.15 客戶進一步確認中信信期證券對於市場數據或其他資訊服務的及時性、準確性或完整性並無作出任何聲明及保證，亦不保證系統服務的可用性。客戶同意中信信期證券毋須對數據及其他資訊的任何偏差、錯誤或遺漏負上任何責任，或對系統及系統服務傳送的任何干擾或延誤、或中止或失靈、或因非中信信期證券所能控制的情況下產生或導致的其他損失負上任何責任。  
The Customer further acknowledges that CITIC CFI SECURITIES makes no representations and warranties on the timeliness, accuracy or completeness of market data or other information services, nor does CITIC CFI SECURITIES warrant the availability of the Electronic Services. The Customer agrees that CITIC CFI SECURITIES shall not be liable in any inaccuracy, error, or omission in the data and other information, or from any interruption or delay in the transmission, or suspension or breakdown of the System or the Electronic Services, or other loss arising from or caused by forces beyond the control of CITIC CFI SECURITIES.
- 13.16 受此第 13 條規限，中信信期證券、其聯屬人及代理人不須負責客戶（或任何第三者）由於獲取電子服務或系統引致或任何其按照客戶發出的電子指示執行的任何交易而採取的行動或未有行動所導致客戶或致任何第三者遭受的任何損失。  
Subject to this Clause 13, neither CITIC CFI SECURITIES nor any of its Affiliates or agents shall be liable to the Customer (or to any third party) for any loss suffered by the Customer (or any other third party) arising out of or in connection with the availability of the Electronic Services or the System hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Electronic Instructions from the Customer.

- 13.17 如因任何不時發生的非中信信期證券能控制的行動、事件或情況，包括但不限於：
- 工業糾紛、行動或任何政府或官方機構或由多個國家組成的團體或機構或機關或香港或以外的交易所或規管機構的規例；
  - 服務失誤、延誤、中斷、干擾或不論何處的第三方電子通訊及電訊設備服務供應商遇到之操作困難；
  - 任何通訊、電訊或電腦服務或電子器材暫停、故障、延誤、干擾或失常（按每單一事件計，不論屬全部或部分、暫時或永久）；
  - 第三方未有履行完成交易的所需責任；
  - 暫停或限制在任何交易所或市場進行交易或任何有關交易所、結算所及／或經紀人以任何理由未能完成其各自的責任；及
  - 法院命令、火災、戰爭、天然災害、恐怖襲擊、暴動或內亂，而導致中信信期證券未能履行、中斷或延遲履行其在本條款項下的責任，

則中信信期證券或任何其聯屬人或任何其各自的代理人毋須為客戶（或任何第三者）因此遭受或招致任何形式的任何損失承擔責任。

In the event of any failure, interruption or delay in the performance of CITIC CFI SECURITIES's obligations hereunder as a result of any act, event or circumstance not within the control of CITIC CFI SECURITIES from time to time, including but not limited to:

- Industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere;
- service malfunctions, delay, suspension, interference, or operational difficulties encountered by third-party service providers of Electronic Communications and telecommunication facilities wherever located;
- breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment;
- defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions;
- suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and
- orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion,

then neither CITIC CFI SECURITIES nor any of its Affiliates nor any of their respective agents shall be liable or have any responsibility of any kind for any loss thereby suffered or incurred by the Customer (or any third party).

- 13.18 在不影響第 13 條上述的條款的前提下，中信信期證券或其聯屬人或任何其各自的代理人均不需就下列情況導致客戶或任何第三者遭受的任何直接或間接損失負責：

- 客戶的選擇及／或使用（不論是獲授權人或其他人士）系統或其他與中信信期證券通訊的部件；
- 客戶以任何原因無法登入或使用系統或電子服務或其他部件；
- 系統無法傳遞（或延誤傳遞）任何電子指示（包括已收到電子指示的通知，如有）或執行或拒絕該電子指示的通知；或
- 因任何系統或可影響系統的器材或軟件錯誤或失常、或任何系統性能限制或任何系統部件供應商或操作商出現的錯誤，而造成任何由客戶向中信信期證券發出的錯誤或遺漏的電子指示。

Without prejudice to the foregoing provisions of this Clause 13, neither CITIC CFI SECURITIES nor any Affiliate nor any of their respective agents shall be liable to the Customer (or any third party) for any loss arising directly or indirectly out of or in connection with:

- the Customer's choice and/or use (whether by Authorized Persons or otherwise) of the System or any part thereof for communication with CITIC CFI SECURITIES;
- the Customer's inability to access to or use of the System or Electronic Services or any part thereof for any reason;
- any failure by the System to transmit (or any delay in the transmission of) any Electronic Instruction (including acknowledgement of receipt of an Electronic Instruction, if any) or notification of execution or rejection of such Electronic Instruction; or
- any errors or omissions in any Electronic Instruction from the Customer to CITIC CFI SECURITIES that arise due to any system or any equipment or software error or malfunction in or affecting the System or constraints on the capacity of the System or any system or any error by any Supplier of any part of the System.

- 13.19 中信信期證券不會就有關任何第三者供應部件、客戶選擇或（包括但不限於就客戶使用該第三者供應部件的適切性、該第三者供應部件的可用性、準確性、性能、表現或可信賴性）作任何性質的明示或隱含承諾、保證或陳述，中信信期證券的代表人並無權力同意相反規定。在適用法律許可的範圍內，所有有關該等事宜的明示或隱含、法定或其他形式的陳述或保證均應被明確排除。

CITIC CFI SECURITIES makes no express or implied undertakings, warranties or representations of any kind whatsoever in relation to any Third-party Supplied Part, or to the Customer's choice or use of such Third-party Supplied Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplied Part for the Customer's use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplied Part, and none of CITIC CFI SECURITIES's representatives has authority to agree to the contrary. To the extent permitted by applicable laws, all representations and warranties, express or implied, statutory or otherwise, as to such matters are hereby expressly excluded.

- 13.20 客戶明白由於互聯網不可預測的交通阻塞、開放性及公眾性質及其他原因，互聯網可能並不是一個可靠的通訊媒介，而該不可靠性亦非中信信期證券所能控制。此可能導致交易受到傳輸延誤、錯誤資料傳輸、延遲執行或執行價格與發出電子指示時之價格差異、中信信期證券與客戶間任何通訊中的誤解及謬誤、傳輸停頓、中斷及其他後果，客戶完全接納因選擇使用網上交易服務而帶來的上述各種後果。

The Customer understands that due to unpredictable traffic congestion, openness and the public nature of the internet and other reasons, the internet may not be a reliable medium of communication and that such unreliability is beyond the control of CITIC CFI SECURITIES. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of Electronic Instructions at prices different from those prevailing at the time Electronic Instructions were given, misunderstanding

and errors in any communication between CITIC CFI SECURITIES and the Customer, transmission blackouts, interruptions and other consequences, which the Customer accepts in full if he opts to use the Electronic Services.

13.21 中信信期證券可依其全權的酌情權決定就客戶對系統的使用或就客戶傳遞予中信信期證券而中信信期證券可經系統接受的電子指示或其他通訊的類型不時訂立限制及限額。  
CITIC CFI SECURITIES may, from time to time, impose such restrictions or limits on the Customer's use of the System or on the type of Electronic Instructions or other communications which the Customer may transmit to CITIC CFI SECURITIES, and which CITIC CFI SECURITIES may accept, via the System, as CITIC CFI SECURITIES, in its sole discretion, determines.

13.22 任何中信信期證券保留關於經系統通訊的電子指示及資訊的記錄均為該等事宜不可推翻之證據（除有明顯錯誤的情況下），及應為中信信期證券之財產。  
Any record maintained by CITIC CFI SECURITIES relating to the Electronic Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of CITIC CFI SECURITIES.

13.23 中信信期證券在識別出任何通過系統進行的可疑的操縱或違規交易活動後，保留即時採取步驟防止有關活動繼續進行的權利。  
CITIC CFI SECURITIES, upon identification of any suspected manipulative or abusive trading activities conducted via the System, reserves the right to take immediate steps to prevent such activities from continuing.

13.24 使用任何直達市場安排服務的客戶承諾，保證和陳述其不會將直達市場安排服務再轉授予另一人使用且其已符合中信信期證券確立的基本要求，其中包括：  
a. 該客戶設有適當安排，以確保其使用者能熟練地及勝任地操作直達市場安排服務的系統；  
b. 該客戶理解並有能力符合適用的監管規定；及  
c. 該客戶設有足夠安排，以監察透過直達市場安排服務輸入的交易指示。

不論上述，中信信期證券保留不時因應當前市況評估客戶是否符合對客戶的基本要求，及 / 或定期評估該名使用其直達市場安排服務的客戶是否繼續符合對客戶的基本要求，與及若客戶在中信信期證券進行評估並中信信期證券認為其不符合該等基本要求時，暫停及 / 或中止向客戶提供其直達市場安排服務的權利。

Customer who uses any DMA service undertakes, warrants and represents that the Customer will not sub-delegate the DMA services to another person and the Customer has met the minimum requirements established by CITIC CFI SECURITIES, which include:

- a. he/she/it has appropriate arrangements in place to ensure that he/she/it is proficient and competent in using the system for the DMA services;
- b. he/she/it understands and has the ability to comply
- c. with applicable regulatory requirements; and
- d. he/she/it has in place adequate arrangements to monitor the orders entered through the DMA services.

Notwithstanding the above, CITIC CFI SECURITIES reserves the right to evaluate from time to time whether the Customer meets the minimum client requirements in light of current market conditions and/or regularly assess whether the Customer using its DMA services continues to meet the minimum requirements, and to suspend and/or cease to provide its DMA services to the Customer if the Customer does not meet the minimum requirements at the time of the assessment in CITIC CFI SECURITIES's opinion.

## 14. 失責 Default

14.1 以下任何情況為失責事件(「失責事件」):

- a. 如果中信信期證券認為客戶已經違反或未能履行本協議的任何條款；
- b. 客戶向中信信期證券作出的任何陳述、保證或承諾在作出時或在其後在任何方面變成不正確；
- c. 當第三方向客戶作出破產/清盤呈請，或客戶為其債權人的利益作出或建議任何債務安排或債務重整；
- d. 若客戶出售其所有或實質部分資產；
- e. 客戶於中信信期證券或其聯屬人開設的戶口被發出任何財物扣押令、執行令或相應的手令或命令；
- f. 任何第三方就戶口中的任何證券或款項或其他資產提出申索；
- g. 中信信期證券因客戶未能維持孖展規定或其他原因而認為對保障中信信期證券的利益為必需的；
- h. 中信信期證券認為必須遵守任何相關交易所、結算所或市場的組織章程、規則、規例、常規及慣例；
- i. 中信信期證券認為客戶在財務或其他情況或環境方面出現重大不利轉變，可能影響客戶履行本協議的責任的能力；
- j. 客戶維持戶口或履行本協議責任成為違法；或
- k. 如客戶為個人，而其身故或精神上無行為能力。

當發生失責事件，則客戶欠負中信信期證券的所有款項應即時到期並須支付，而中信信期證券有權及其按絕對酌情權，在毋須給予通知或要求及在不影響其擁有的任何其他權利或補救的情況下，即時：

- (i) 取消任何仍未執行的證券買賣指示；
- (ii) 行使中信信期證券代客戶持有的任何期權（如有）；
- (iii) 出售或以中信信期證券認為恰當的其他方式處置所有或任何部份孖展或其他中信信期證券代客持有的非現金資產；及 / 或
- (iv) 行使其在本協議之下的任何權利。

Any one of the following events constitutes an event of default ("Event of Default"):

- a. if, in CITIC CFI SECURITIES's opinion, the Customer has breached or failed to perform any terms of the Agreement;
- b. if any representation, warranty or undertaking given by the Customer to CITIC CFI SECURITIES was, when given or thereafter becomes, incorrect in any respect;
- c. a petition for bankruptcy/winding up is filed against the Customer, or the Customer makes or proposes any arrangements or compositions for the benefit of any of his creditors;
- d. if the Customer sells all or a substantial portion of his assets;
- e. any warrant or order of attachment, execution or distress or equivalent order is issued against any of the Accounts of the Customer with CITIC CFI SECURITIES or any of CITIC CFI SECURITIES's affiliates;

- f. any third party asserts a claim in respect of any Securities or monies or other assets in the Account;
- g. CITIC CFI SECURITIES considers it necessary to protect the interests of CITIC CFI SECURITIES because the Customer failed to maintain the Margin requirements or otherwise;
- h. CITIC CFI SECURITIES considers it necessary to comply with the constitution, rules, regulations, practices and customs of any relevant exchange, clearing house or market;
- i. in CITIC CFI SECURITIES's opinion, any material adverse change in the financial or other conditions or circumstances of the Customer occurs which may prejudice its ability to perform its obligations under the Agreement;
- j. it shall become unlawful for the Customer to maintain the Account or to perform any of his obligations under the Agreement; or
- k. where the Customer is an individual, he dies or otherwise become mentally incapacitated.

Where an Event of Default occurs, all amounts owing by the Customer to CITIC CFI SECURITIES shall become immediately due and payable and CITIC CFI SECURITIES shall be entitled and may, in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to CITIC CFI SECURITIES, forthwith to:

- (i) cancel any outstanding instructions for the purchase or sale of Securities;
- (ii) exercise any Option held by CITIC CFI SECURITIES on behalf of the Customer (if any);
- (iii) sell or otherwise dispose of in such manner as CITIC CFI SECURITIES thinks fit all or any part of the Margin or any other assets held by CITIC CFI SECURITIES on behalf of the Customer which are not in the form of cash; and/or
- (iv) exercise any of its rights under the Agreement.

14.2 在中信信期證券採取第 14.1 條中列出的任何行動後，中信信期證券將在可行的情況下盡快通知客戶。  
After CITIC CFI SECURITIES has taken any action referred to in Clause 14.1, CITIC CFI SECURITIES will give notice to the Customer as soon as practicable.

14.3 為了保存中信信期證券或其聯屬人在任何破產、清盤、債務重整、債務安排或類似的法律程序下，中信信期證券或其聯屬人享有對客戶作出全盤申索而提出債權證明的權利。中信信期證券或其聯屬人可把根據協議售賣或變現證券後索獲得的收入轉入暫記賬。

In order to preserve CITIC CFI SECURITIES or its Affiliates in any bankruptcy, winding-up, reorganization, debt arrangement or similar legal proceedings, CITIC CFI SECURITIES or its Affiliates have the right to bring proofs of debt in full claim against the Customer. CITIC CFI SECURITIES or its Affiliates may transfer the proceeds obtained from the sale or realization of securities under the agreement to a suspense account.

## 15. 投資資料 Investment Information

15.1 儘管中信信期證券或其聯屬人向客戶提供任何資料、建議或文件，客戶完全明白其進行的任何交易僅為其按照個人獨自之判斷及酌情權而進行。

The Customer fully understands that any transaction effected by the Customer shall be made solely upon exercise of his judgment and at his discretion notwithstanding any information, suggestion or documents CITIC CFI SECURITIES or its Affiliates may have provided to the Customer.

15.2 客戶同意中信信期證券毋須就中信信期證券提供的任何資料的及時性或任何不準確或不全面，或在客戶參考該等資料後或依賴該等資料進行任何交易的表現或結果而負上責任。

The Customer agrees that CITIC CFI SECURITIES will not be liable for the timeliness or any inaccuracy or incompleteness of any information provided by CITIC CFI SECURITIES or the performance or outcome of any transactions effected by the Customer by reference to or relying on such information.

## 16. 終止 Termination

16.1 本協議的任何一方可向對方給予不少於兩個工作日（星期六、日或香港公眾假期除外）的事先書面通知終止本協議。縱使有前述的規定，中信信期證券有權在第 14.1 條所述的任何失責事件發生時立即終止本協議。終止協議將不會影響中信信期證券在終止本協議之前執行的指示或影響任何一方在終止之前所累計可享有的任何權利、權力、責任及義務。

The Agreement may be terminated by either party by giving not less than two business days' (other than a Saturday, Sunday or Hong Kong public holiday) prior written notice to the other party. Notwithstanding the aforesaid, CITIC CFI SECURITIES may terminate the Agreement immediately upon the happening of any of the Events of Default referred to in Clause 14.1. Termination of the Agreement shall not affect any instruction executed by CITIC CFI SECURITIES or prejudice or affect any rights, powers, duties and obligations of either party accrued before the termination.

16.2 在終止本協議後，客戶應即時向中信信期證券付還任何到期欠款或尚未支付的款項連帶所有應計利息，而中信信期證券可採取第 14.1 條中所提述並其認為恰當的行動。

Upon termination of the Agreement, the Customer shall immediately repay to CITIC CFI SECURITIES any amounts due or owing to it together with all interest accrued thereon and CITIC CFI SECURITIES may take such action referred to in Clause 14.1 as it deems fit.

## 17. 通知 Notice

17.1 根據本協議由中信信期證券向客戶所發出或作出的任何通知或其他通訊均可以專人交付、預支郵費郵遞（若為海外信件則以空郵發出）、通過電子媒介或傳真方法發出，並在下列情況下視為已妥為送達：

- (a) 若由專人交付送達，在交付時視為已妥為送達；
- (b) 若以預支郵費郵遞送達，則在郵遞後四十八小時或九十六小時（若以空郵寄出）視為已妥為送達；及
- (c) 若以郵件送達，則在郵件發出當天視為已妥為送達；及

(d) 若以傳真方法送達，則在顯示傳真已完整地送發的報告發出時視為已妥為送達。

任何此等通知或通訊會按表格中所列的地址、傳真號碼或電郵地址發出或為了本條款之目的，按中信信期證券同意的不時經客戶通知的其他地址、傳真號碼、電郵地址或其他指定方式發出。

Any notice or other communication to be given or made pursuant to the Agreement by CITIC CFI SECURITIES to the Customer may be made by personal delivery, prepaid post (airmail if overseas), electronic means (including e-mail) or facsimile and shall be deemed to have been duly served:

(a) if delivered personally, at the time of delivery;

(b) if sent by prepaid post, 48 hours or 96 hours (if by air mail) after posting;

(c) if sent by e-mail, on the date it is delivered; and

(d) if sent by facsimile, at the time of issuing of a transaction report indicating that the fax was sent in its entirety.

Any such notice or communication will be sent to the Customer at the address, facsimile number or e-mail address set out in the Form or such other address, facsimile number, e-mail address or through other means as CITIC CFI SECURITIES may agree from time to time upon receiving the Customer's notification for this clause.

17.2 就任何由客戶向中信信期證券作出的通訊或通知，客戶必須以書面親身送遞或以預付郵資方式送往中信信期證券通知的其最新商業地址，且客戶需要獨自承擔所有有關風險。該等通訊或通知在中信信期證券實際收到有關通知後方能生效。

Any notice or communication made or given by the Customer to CITIC CFI SECURITIES shall be delivered or sent at his own risk in writing (either in person or by pre-paid post) to CITIC CFI SECURITIES's latest business address as notified by CITIC CFI SECURITIES and will be effective only upon actual receipt by CITIC CFI SECURITIES.

17.3 客戶同意中信信期證券可以電子形式（「**電子通訊**」）向客戶發出任何通知、成交單據、交易確認、定期結單及通訊（如有）。客戶同意接受及承擔有關發送及接收電子通訊的所有風險，其風險包括但不限於：

(a) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊在本質上是不可靠的媒介，可能因互聯網不可預測的交通阻塞、所使用媒體的公眾性質及其他因素，導致干擾、傳輸中斷、延遲傳輸或錯誤資料傳輸；

(b) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊可能未被執行或被延誤；及

(c) 透過互聯網或其他電子媒介傳遞、發送及接收的個人資料可能被未經授權的第三方獲取。

客戶確認及同意中信信期證券、其聯屬人及有關人士對以上情況招致或有關的後果無須對客戶或任何其他人士承擔任何責任或負責，並特此免除所有向中信信期證券及有關人士就上述事宜申索的權力。

The Customer has agreed that CITIC CFI SECURITIES may send any notice, contract notes, confirmations, periodic statements and communication (if any) to the Customer in electronic form ("**Electronic Communication**"), and the Customer agrees to accept and bear all the risks associated with the sending and receiving of the Electronic Communication, including but not limited to the risks as follows:

(a) communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media is, inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;

(b) communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media may not be executed or may be delayed; and

(c) communication and sending and receiving of personal data through the internet or other electronic media may be accessed by unauthorized third parties,

and the Customer acknowledges and agrees that none of CITIC CFI SECURITIES and its affiliates and the Relevant Persons assumes any liability or responsibility to the Customer or any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against CITIC CFI SECURITIES and the Relevant Persons in connection therewith.

17.4 若客戶已請求中信信期證券提供信件留存服務，客戶茲此授權並同意中信信期證券代客戶接收及持有所按本協議送遞給客戶的所有通知、通訊、成交單據、交易確認、定期結單及收據，直至客戶或其授權代表取為止。客戶承諾迅速地收取該等通知、通訊、成交單據、交易確認、定期結單及收據，任何未被取回的物件，可由中信信期證券按其視為合適的方式處置。客戶同意接受所有與信件留存服務有關的後果及風險，包括但不限於延誤、錯誤、欺詐或偽造的風險。客戶同意全數彌償中信信期證券與信件留存服務有關的所有損失。

If the Customer has requested CITIC CFI SECURITIES to provide hold-mail service, the Customer authorizes and agrees for CITIC CFI SECURITIES to receive and hold on behalf of the Customer all notices, communications, contract notes, confirmations, periodic statements and receipts to be sent to the Customer hereunder until they are collected by the Customer or the authorized representative of the Customer. The Customer undertakes to collect promptly any such notices, communications, contract notes, confirmations, periodic statements and receipts and any uncollected items may be disposed of by CITIC CFI SECURITIES as it deems fit. The Customer accepts all consequences of and risks associated with the hold-mail service, including, without limitation, risks of delay, error, fraud or forgery. The Customer hereby agrees to fully indemnify CITIC CFI SECURITIES against all loss in connection with the provision of hold-mail service.

## 18. 聯名戶口及合夥商號 Joint Accounts and Partnerships

18.1 如果客戶包括一名以上個人人士（每名人士為「**聯名戶口持有人**」），該戶口將為擁有生存者取得權的聯名戶口。於任何一名聯名戶口持有人身故，該已故人士於證券戶口的權益，將歸於尚存人士所有。

Where the Customer consists of more than one individual (each a "**Joint Account Holder**"), the Account shall be a joint account with the right of survivorship. Upon the death of any Joint Account Holder, the interest of the deceased Joint Account Holder in the Account will endure to the benefits of the surviving Joint Account Holder(s).

18.2 與本協議有關的每名聯名戶口持有人須共同及個別承擔責任。

The liabilities of each Joint Account Holder in connection with the Agreement shall be joint and several.

18.3 任何一名聯名戶口持有人身故不會構成協議的中止，除非再無尚存的聯名戶口持有人。

The death of any one Joint Account Holder does not operate to terminate the Agreement unless there remains no surviving Joint

Account Holder.

- 18.4 中信信期證券對任何一名聯名戶口持有人作出的任何通知、付款或交付，應為中信信期證券已完全地及充分地履行其根據協議通知、存款或交付客戶的責任。  
Any notice, payment or delivery by CITIC CFI SECURITIES to any one of the Joint Account Holders shall be a full and sufficient discharge of CITIC CFI SECURITIES's obligations to notify, pay or deliver to the Customer under the Agreement.
- 18.5 如果任何一名聯名戶口持有人在精神上無行為能力或被頒布破產令，或如果戶口的操作受到任何法院法令，或任何主管當局對任何一名聯名戶口持有人發出通知的影響，證券戶口的操作（包括提取或轉移資金或資產）將會暫時中止，直至破產管理人或接管人已被委任或獲得接管人或破產管理署署長同意或法院法令已經解除或有關通知已獲撤銷（視情況而定）。  
In the event of any Joint Account Holder being mentally incapacitated or if a bankruptcy order is made against any Joint Account Holder or if the operation of the Account is affected by any court order or notice from any competent authority against any Joint Account Holder, the operation of the Account (including the withdrawal or transfer of funds or assets from the Account) will be suspended until an administrator or receiver is appointed or the consent of the receiver or the official receiver is obtained or the court order is discharged or the relevant notice is removed (as the case may be).

## 19. 一般條款 General Provisions

- 19.1 在本協議中所述的時間於各方面均為重要要素。  
Time shall in every respect be of the essence under the Agreement.
- 19.2 客戶茲此確認其已收到及閱讀協議的英文及／或中文版本，並且其完全明白及接受本協議的條款。客戶同意中文版本僅作為參考之用。在本協議及適用的風險披露聲明中英文版本間出現歧異時，以英文版本為準。  
The Customer hereby confirms that he has received and read the English and/or Chinese versions of the Agreement and that the Customer fully understands and accepts the terms of the Agreement. The Customer agrees that the Chinese version is merely for reference only. In the event of discrepancies between the English version and the Chinese version of the Agreement and the applicable risk disclosure statement, the English version shall prevail.
- 19.3 若本協議所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，在本協議內所載的其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。  
If any one or more of the provisions contained in the Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 19.4 (a) 協議應讓中信信期證券、客戶及其各自個別的繼承人，以及任何享有中信信期證券在本協議中部分或所有權利或義務的承讓人或受讓人受益，並對上述人士具約束力。  
(b) 在未經中信信期證券事先書面同意前，客戶不得轉移或轉讓其在本協議中所有或任何的權利或義務。  
(c) 中信信期證券可未經客戶同意而轉移及轉讓其在本協議中所有或部分的權利、利益及義務，並可向潛在的受讓人或承讓人或擬就本協議與中信信期證券簽訂合約安排的任何其他人士披露中信信期證券認為合適用作該等合約安排之用的資料，包括客戶、戶口及客戶交易。  
(a) The Agreement shall benefit and be binding on CITIC CFI SECURITIES and the Customer and their respective successors, and any assignee or transferee of some or all of CITIC CFI SECURITIES's rights or obligations under the Agreement.  
(b) The Customer may not assign or transfer all or any of his rights or obligations under the Agreement without the prior written consent of CITIC CFI SECURITIES.  
(c) CITIC CFI SECURITIES may, without the Customer's consent, transfer and assign all or part of its rights, benefits and obligations under the Agreement and disclose to a potential transferee or assignee or any other person proposing to enter into contractual arrangements with CITIC CFI SECURITIES in relation to the Agreement such information about the Customer, the Account and the Customer's transactions as CITIC CFI SECURITIES may think fit for such contractual arrangements.
- 19.5 中信信期證券未有或延遲行使本協議的任何權利、權力、補救或特權不應視作放棄該等權利，而單一或部分行使、執行或寬免任何該等權利、權力或特權亦不妨礙中信信期證券作進一步行使、執行有關權利、權力、補救或特權，或行使或執行本協議中的任何其他權利、權力、補救或特權。  
Failure or delay in exercising any rights, power, remedies or privilege by CITIC CFI SECURITIES in respect of the Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power, remedies or privilege preclude CITIC CFI SECURITIES from further exercise, enforcement, or the exercise or enforcement of any other right, power, remedies or privilege hereunder.
- 19.6 客戶同意中信信期證券在表格中或以其他方式不時要求提供的資料是中信信期證券向客戶提供本協議項下之服務所必須的。若客戶未能向中信信期證券提供該等資料，中信信期證券未必能夠為客戶提供或繼續提供有關的服務。客戶可經常聯絡中信信期證券的客戶服務部以查閱及要求更改或修改該等資料。該等資料連同中信信期證券不時從客戶取得的任何其他資料可披露予中信信期證券不時發出經修訂或補充有關香港個人資料（私隱）條例的聲明中列明的人士及用作該通告中所指定的用途。在不損前述的前提下，中信信期證券可在任何規管人（包括但不限於聯交所或證監會）要求下，向該規管人提供戶口的詳情以協助其進行或擬進行的調查、審查或查詢。  
The Customer agrees that the data requested by CITIC CFI SECURITIES in the Form or otherwise from time to time is necessary for CITIC CFI SECURITIES to provide the services to the Customer under the Agreement. If the Customer fails to provide the same to CITIC CFI SECURITIES, CITIC CFI SECURITIES may not be able to provide or continue to provide such services to the Customer. The Customer may always contact the customer service department of CITIC CFI SECURITIES to gain access to and request correction or amendment to such data. Such data together with any other data of the Customer obtained by CITIC CFI SECURITIES from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the statements relating to the Personal Data (Privacy) Ordinance of Hong Kong issued by CITIC CFI SECURITIES as amended or supplemented from time to time for the purposes specified in such notice. Without prejudice to the foregoing, CITIC CFI SECURITIES may, if requested by any

regulator (including but not limited to HKSE or SFC), provide to such regulator details of the Account to assist it with any investigation, examination or enquiry it is undertaking or proposes to undertake.

- 19.7 客戶明白亦同意中信信期證券可指派任何人士作為其代理人（簡稱「收數公司」）以催收任何客戶按本協議到期未付中信信期證券的金額，而客戶需對中信信期證券因此而每次需付的合理收費及開支負責（至任何適用法律所容許之程度）。此外，中信信期證券，客戶亦明白及同意中信信期證券有權，就該目的於任何時候透露客戶的個人資料予收數公司。  
The Customer acknowledges and agrees that CITIC CFI SECURITIES may appoint any person as its agent (“**Debt Collection Agent**”) to collect any amount due by the Customer to CITIC CFI SECURITIES under the Agreement and the Customer shall be responsible for all reasonable costs and expenses which may be incurred by CITIC CFI SECURITIES for that purpose on each occasion up to such extent as may be permitted by any applicable laws. Further, CITIC CFI SECURITIES shall have, and the Customer admits and agrees that CITIC CFI SECURITIES does have, the right to disclose to the Debt Collection Agent any of the Customer’s personal data for that purpose on any occasion.
- 19.8 只要中信信期證券及其聯屬人按誠信原則下行事，中信信期證券及其聯屬人毋須就任何延遲或未有履行義務及因此而導致的任何損失承擔責任。此外，中信信期證券及其聯屬人毋須對任何直接或間接地源自任何其無法控制的事件所引致的任何損失或任何後果負責，包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐怖主義行為的恫嚇或自然災害。  
Neither CITIC CFI SECURITIES nor its Affiliates shall be liable for any delay or failure to perform obligations and any loss resulting therefrom so long as they have acted in good faith. Moreover, CITIC CFI SECURITIES and its Affiliates shall not be held responsible for any loss or any consequences resulting whether directly or indirectly from any events or circumstances beyond their control including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party’s conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, or natural disasters.
- 19.9 客戶確認其已經獲通知中信信期證券主要負責客戶事務的代表的姓名及該代表按該條例持牌或註冊詳情（包括中央編號）。  
中信信期證券將會就該負責代表的任何變更通知客戶。  
The Customer acknowledges that he has been advised of the full name of the representative of CITIC CFI SECURITIES primarily responsible for the Customer’s affairs and particulars of the license or registration maintained by such representative (including the CE number) pursuant to the Ordinance. CITIC CFI SECURITIES will notify the Customer of any change of such responsible representative.
- 19.10 本協議中並無任何條款應視為移除、排除或限制客戶或中信信期證券於法例或法規下之任何權利或義務，惟在香港之法例或法規下容許之範圍除外。  
No provision of the Agreement shall operate to remove, exclude or restrict any rights and obligations of the Customer or CITIC CFI SECURITIES under the laws or regulations of Hong Kong except to the extent permitted thereunder.
- 19.11 客戶須在有關到期日或在中信信期證券要求時支付的本協議項下客戶應向中信信期證券繳付的所有款額，及應即時以可動用並不受任何條件或產權負擔限制的資金以該債務的貨幣在有關到期日繳付。所有繳款須為全數繳款，不可作出抵銷或反申索及不可扣除或扣起任何現有的或將來的稅款、關稅、課稅或作任何其他性質的扣減或預扣。如任何將須繳付予中信信期證券的費用須繳付稅款、須作任何扣減或其他的預扣（除有關中信信期證券收入的稅款外），如有需要的話，客戶須立即向中信信期證券繳付此等額外金額以確保中信信期證券所收取的金額相等於在沒有作出該等繳付稅款、扣減或預扣任何金額前中信信期證券應收的款項。  
All sums payable by the Customer to CITIC CFI SECURITIES under the Agreement shall be paid on the relevant due dates or on-demand by CITIC CFI SECURITIES in immediately available funds free from any conditions or encumbrances in the currency of the indebtedness. All such payments shall be made in full without set-off or counterclaim and free and clear of and without any deductions or withholdings for or on account of any present or future taxes, imposts, duties or other deductions or withholdings of any nature whatsoever. If any payment to be made to CITIC CFI SECURITIES is subject to any tax, deductions or withholdings (other than tax on CITIC CFI SECURITIES’s income), then the Customer will forthwith pay to CITIC CFI SECURITIES such additional amounts as may be necessary to ensure that CITIC CFI SECURITIES’s receipt is equal to the amount which CITIC CFI SECURITIES would otherwise have received had there been no such tax, deductions or withholdings.
- 19.12 本協議廢除及取代之前的所有委託及協議，除非客戶與中信信期證券另作出書面安排，任何其後客戶在中信信期證券開設的戶口將按本協議操作。  
The Agreement revokes and supersedes all previous mandates and agreements. Subject to contrary arrangements in writing between the Customer and CITIC CFI SECURITIES, any Account subsequently opened by the Customer with CITIC CFI SECURITIES will be operated subject to the Agreement.
- 19.13 如協議所載資料有任何重大變更，每一方均須就此知會對方（為免生疑問，所指包括表格）。  
Each party is required to notify the other of any material changes to the information contained in the Agreement (for the avoidance of doubt, Agreement includes the Forms).
- 19.14 本條款及條件各項條文均不可由不屬本條款及條件的簽署方的人士按照《合同（第三者權利）》條例（香港法例第 623 章）強制執行，由中信信期證券的聯屬人及他們的相關人士作出的除外。本條款及條件授予第三者的任何權利不包括轉讓權，而廢除或更改本條款及條件不需要得到他們的同意。  
None of the provisions of these Terms and Conditions may be enforced by a person who is not a signatory to these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), except by the affiliates of CITIC CFI SECURITIES and their associates. Any rights granted to third parties by these terms and conditions do not include the right to assign and their consent is not required for rescission or variation of these terms and conditions.

## 20. 修改 Amendment

中信信期證券有權於任何時間在給予客戶事先通知的情況下對協議的條文（包括任何此等條款）進行增加、修改、刪除或豁免。此等通知可通過任何合理的通訊方式（包括但不限於在中信信期證券網站刊登相關變化內容或向客戶發出書面通知或修改後的協議或其有關部分）進行。客戶亦可隨時於信期國際網頁上查看最新版本的協議。如果客戶反對該等修訂，客戶必須以第 17.2 條規定的形式在中信信期證券相關通知要求的時限內通知中信信期證券。若在該等時限內中信信期證券沒有收到客戶的反對通知，客戶被視作已接受修訂。

CITIC CFI SECURITIES is entitled to add, amend, delete or waive the provisions of the Agreement (including any of these Terms and Conditions) at any time by giving prior notice to the Customer. Such notice can be by any reasonable mode of communication, such as, without limitation, by posting notice of such amendments on CITIC CFI SECURITIES's website, or by sending a written notice of the revised Agreement (or relevant parts thereof) to the Customer. Customer can also check the latest version of the Agreement on the website of CITIC CFI SECURITIES at any time. If the Customer objects to the amendment, the Customer must notify CITIC CFI SECURITIES in the manner as provided in Clause 17.2 hereof within the time stated by CITIC CFI SECURITIES in the related notification. If no written objection is received from the Customer as aforementioned, the Customer is deemed to have accepted the amendment.

## 21. 管轄法律及適用規定 Governing Law and Applicable Regulations

21.1 本協議及本協議中的所有權利、義務及責任均受香港法律所管限及據其解釋。

The Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.

21.2 就任何與本協議產生的糾紛而言，客戶同意接受香港法院的非獨有司法管轄權管轄，但接受該管轄並不損害中信信期證券於任何其他具有司法管轄權的法院向客戶提出起訴之權利。

The Customer hereby submits to the non-exclusive jurisdiction of the Hong Kong courts in the event of any dispute arising out of the Agreement. Such submission shall not prejudice CITIC CFI SECURITIES's right to commence an action against the Customer in any other court of competent jurisdiction.

21.3 若客戶為在香港以外地方居住或註冊的人士或公司，客戶茲委任表格中所列的人士作為法律文件接收人，以收取任何涉及客戶的法律訴訟的所有通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟而言，任何送達任何法律文件至該法律文件接收人，即構成為對客戶的法律文件的妥善送達。在不影響根據前述句子委任的法律文件接收人的有效性，或送達法律文件至該法律文件接收人的有效性，而客戶已於表格或按照本協議第 17.1 條向中信信期證券提供香港的住址（「**香港地址**」）的前提下，客戶同意就香港法院進行的法律訴訟而言以郵遞或送交方式將法律文件送達該香港地址，即構成對客戶妥為送達法律文件。

If the Customer is an individual resident or a company incorporated outside Hong Kong, the Customer hereby appoints the process agent as set out in the Form to be his process agent to receive all notices and communications relating to any legal proceedings involving the Customer, and the Customer agrees that any service of any legal process on such process agent shall constitute sufficient service on the Customer for legal proceedings in the Hong Kong courts. Without prejudice to the validity of the appointment of the process agent pursuant to the foregoing sentence or the validity of the service of legal process on such process agent, to the extent that the Customer has provided to CITIC CFI SECURITIES an address in Hong Kong in the Form or pursuant to Clause 17.1 ("**Hong Kong Address**"), the Customer agrees that service by way of post or delivery to the Hong Kong Address shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts.

## 22. 仲裁 Arbitration

中信信期證券擁有全權的選擇權及絕對酌情權，決定凡因本協議引致或與本協議相關的的任何爭議、爭執或申索、或由此導致的違約、終止或失效，可根據現時生效的《聯合國國際貿易法委員會仲裁規則》（須受任何本條項下修訂管轄）以仲裁方式解決。指定仲裁員的機構為香港國際仲裁中心。仲裁須於香港國際仲裁中心進行，並須只由一名仲裁員仲裁。任何有關仲裁須由香港國際仲裁中心根據本協議日期生效的香港國際仲裁中心仲裁規則進行，包括《聯合國國際貿易法委員會仲裁規則》所包含的附加規則。仲裁程序所使用的語言應為英語。

At the sole option and absolute discretion of CITIC CFI SECURITIES, any dispute, controversy or claim arising out of or relating to the Agreement or the breach, termination or invalidity thereof, may be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force subject to any amendment specified in this Clause. The appointing authority shall be Hong Kong International Arbitration Centre ("**HKIAC**"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of the Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.



# 附件 I: 風險披露聲明

## Appendix I: Risk Disclosure Statement

### 證券買賣 Securities Trading

客戶應於作出投資前，知悉金融市場存在的多種不同風險。本風險披露聲明未能載列所有風險，並且可能不時經由附加風險披露修訂或補充。

The financial markets present many different risks of which the Customer should be aware before investing. This risk disclosure statement is not exhaustive and may be amended or supplemented by additional risk disclosures from time to time.

### 證券交易的風險 Risk of Securities Trading

1. 客戶知悉證券價格常有變動，並有時可能會非常波動。證券價格可升可跌，甚至可變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

The Customer acknowledges that the prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down and may become valueless. Losses may be incurred instead of profits as a result of dealing in securities.

2. 任何有關過往業績的陳述，均未必能夠作為日後業績的指引或參考。

Any representation of past performance is not necessarily a guide to future performance.

3. 倘若投資涉及外幣，匯率的波動或會導致投資的價值出現上下波動。

Where investments involve exposure to foreign currencies, changes in exchange rates may cause fluctuation in the value of the investments.

4. 在新興市場投資，閣下需要對每項投資以及風險（包括但不限於主權風險、發行人風險、價格風險、流動性風險、法律和稅務風險）作出謹慎和獨立的分析。而且閣下亦需注意，雖然這些投資可以產生很高的回報，他們亦同時存在高風險，因為市場是不可估計，而且市場未必有足夠的規條和措施去保障投資者。

Investments in emerging markets requires Customer's careful and independent assessment on risks (including without limitation shareholding risk, issuer risk, price risk, liquidity risk, legal and tax risks). Customers should be aware that, while such investments can yield high gains, they can also be highly risky as the market is unpredictable and there may be inadequate regulations and safeguards available to investors.

5. 中信信期證券有權按閣下的交易指示行動。若閣下的交易指示因任何原因乃不合適或不應該進行或該等交易指示很可能會帶給閣下損失，閣下不應假定本公司將向你提出警告。

CITIC CFI SECURITIES is entitled to act upon your instructions, and no assumption shall be made that CITIC CFI SECURITIES will warn you for any ill-timed, inadvisable or loss-causing instructions.

6. 在閣下進行任何投資前，閣下應索取有關所有佣金、開支和其他你須繳付的費用的明確說明。這些費用會影響你的淨利潤（如有的話）或增加你的損失。

Before making any investment, you should obtain full information in relation to any commission fees and other chargeable fees. These fees will affect your net profit (if any) or induce further loss.

### 買賣創業板股份的風險 Risk of Trading Growth Enterprise Market Stocks

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績或在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動性很低。

Growth Enterprise Market (“GEM”) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

客戶僅應在經審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他認識程度足夠的投資者。

The Customer should decide to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

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毋須在憲報指定的報章刊登付費公告。

Current information on GEM stocks may only be found on the internet website operated by HKSE. GEM companies are usually not required to issue paid announcements in gazette newspapers.

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買賣創業板股份所涉及的風險有任何不明白或不理解之處，應尋求獨立的專業意見。

The Customer should seek independent professional advice if the Customer is uncertain of or has not understood any aspect of this risk disclosure statement or nature and risks involved in trading of GEM stocks.

### 在香港以外地區收取或持有客戶資產的風險 Risk of Customer's Assets Received or Held outside Hong Kong

中信信期證券在香港以外地區收取或持有客戶資產將受到有關海外司法管轄區適用的法律和規則所監管，而該等法律和規則與該條例（及其規則或有不同。因此，該客戶資產未必能享有在香港收取或持有客戶資產所能獲得的相同保障。

The Customer's assets received or held by CITIC CFI SECURITIES outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the 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.

### 人民幣計值證券的特定風險 Specific risk relating to securities denominated in Renminbi (“RMB”)

1. 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。

RMB 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 if the Customer converts RMB into Hong Kong dollars (“HKD”) or other foreign currencies.

2. 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。  
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 Customer 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.
3. 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。  
The Customer should open RMB bank accounts for money settlement purpose if the Customer wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.
4. 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聯交所在有關交易日上午十一時正或聯交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中信信期證券以主事人的身份按市場當時通行匯率而決定之匯率進行。  
Any RMB conversion in relation to an RMB securities transaction shown in statements and contract notes is based on the prevailing exchange rate provided by HKSE at 11:00 am or other time as stipulated by HKSE 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 CITIC CFI SECURITIES as a principal according to the prevailing exchange rate.
5. 如客戶提供用於交收之款額為人民幣以外之貨幣，中信信期證券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。  
If the Customer provides a settlement sum in a currency other than RMB, CITIC CFI SECURITIES will convert the settlement sum to RMB at the exchange rate determined by CITIC CFI SECURITIES as a principal according to the prevailing exchange rate.
6. 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、證監會交易徵費及交易所交易費）均會由中信信期證券代表客戶以港幣支付予稅務局、證監會及聯交所（視情況而定）。在人民幣交收款額中，中信信期證券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中信信期證券（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。  
RMB securities will be traded and settled in RMB. However, all trading-related fees (including stamp duty, SFC transaction levy and HKSE trading fees) shall be payable to Inland Revenue Department, SFC and Exchange by CITIC CFI SECURITIES, as the case may be, on behalf of the Customer in HKD. Of the settlement sum in RMB, CITIC CFI SECURITIES 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 CITIC CFI SECURITIES instead of the Customer. The Customer shall not have any rights to claim any gain arising from such currency conversion.

#### 提供代存郵件的授權書的風險 Risk of Providing an Authority to Hold Mail

假如客戶已申請使用中信信期證券的信件留存服務，客戶須盡速親身收取所有成交單據、確認及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

If the Customer has applied for the Hold-Mail Services of CITIC CFI SECURITIES, it is important for the Customer to promptly collect in person all contract notes, confirmations and periodic statements and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

#### 在聯交所買賣納斯達克－美國證券交易所證券的風險 Risk of Trading Nasdaq-Amex Securities at HKSE

按照納斯達克－美國證券交易所試驗計劃（試驗計劃）掛牌買賣的證券是針對認識程度足夠的投資者為對象。客戶在買賣該項試驗計劃的證券之前，應先諮詢獨立意見和熟悉該項試驗計劃。客戶應知悉，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。

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. The Customer should seek independent advice and become familiarized with the PP before trading in the PP securities. The Customer should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or GEM of HKSE.

#### 交易設施 Trading Facilities

電子交易設施是由基於電腦部件的系統支援，用以路由、執行、配對、登記指示或結算交易。與所有設施及系統一樣，它們會遭受短暫干擾或失靈。客戶追討若干虧損的能力可能受限於系統供應商、市場、結算行及／或參與就承擔責任而實施的限制。該等限制可能有異，客戶應就此方面向與其交易的商號詢問詳情。

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 Customer'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 Customer should ask the firm with which the Customer deals for details in this respect.

#### 電子交易 Electronic Trading

於一個電子交易系統上進行交易可能有別於在其他電子交易系統上進行交易。如果客戶在一個電子交易系統上進行交易，客戶將要面對與系統相關（包括硬件及軟件失靈）的風險。任何系統故障可能導致未能按照客戶的指令執行指示，又或根本沒有執行客戶的指示。Trading on an electronic trading system may differ from trading on other electronic trading systems. If the Customer undertakes transactions on an electronic trading system, the Customer 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 Customer's order is either not executed according to the Customer's instructions or is not executed at all.

#### 交易所以外進行交易的風險 Risk of Off-exchange Transactions

於若干的司法管轄區，並且僅限於受管制的情況下，某些商號可獲准進行交易以外的交易。與客戶交易的商號可能作為客戶在該宗交易的對手方。情況是有可能難以或不能將現有倉盤平倉、評估價值、確定公平價值或評估所面對的風險。因此，此等交易可能涉及更大風險。交易所以外進行的交易可能監管較少或由另一個監管機制監管。客戶於進行該等交易前應熟悉適用的規則及其伴隨的風險。In some jurisdictions, and only then in restricted circumstances, certain firms are permitted to effect off-exchange transactions. The firm with which the Customer deals may be acting as the Customer's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the risk exposure. For these reasons, these transactions may involve increased

risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Customer undertakes such transactions, the Customer should familiarize himself with applicable rules and attendant risks.

#### 於交易所買賣的衍生權證及牛熊證（以下統稱「**衍生產品**」）的風險 Risks of exchange-traded Derivative Warrants (“**DW**”) and Callable Bull/Bear Contracts (“**CBBC**”) (collectively referred as “**Derivative Products**”)

以下的風險披露並無註明衍生產品的所有風險。客戶若對衍生產品的風險有任何考慮或疑問，客戶應在作出任何投資決定前，諮詢獨立專業顧問的意見。客戶於投資衍生產品前，應該先評估其承受風險的能力及財務狀況、產品特性及發行人的信用借貸能力。除非客戶完全明白及願意承擔投資衍生產品的風險，包括虧蝕投資本金的全數，否則不應投資衍生產品。

The following risk disclosure does not delineate all risks related to Derivative Products. If the Customer has any concerns or doubts in relation to the risks of Derivative Products, the Customer should obtain independent professional advice before making any investment decision. The Customer should assess his risk appetite and financial position, products features and the creditworthiness of the issuer before investing in Derivative Products. The Customer should not invest in Derivative Products unless he fully understands and is willing to take on the risks of investing in Derivative Products, including losing all his investment capital.

#### 投資衍生產品的一般風險 General Risk of Investing in Derivative Products

1. 衍生產品是複雜及具槓桿效應的產品，並涉及高度風險。  
Derivative Products are complex, leveraged investment products that involve a high degree of risk.
2. 衍生產品是有限期的及將於到期日失效。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。  
Derivative Products have limited life and will expire upon maturity. The time value of Derivative Products decreases over time and becomes worthless upon maturity, resulting in a total loss of investment capital.
3. 衍生產品的價格波幅遠高於其相關資產的價格波幅。衍生產品的價格會取決於多項因素，包括但不限於利率、距離衍生產品到期的剩餘時間、相關資產的價格、與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，可能導致衍生產品的價格大幅改變。當兩個或以上的因素同時對衍生產品行使效力，衍生產品的價格可能會難以預測。  
Price volatilities of Derivative Products are much higher than that of their underlying assets. The prices of Derivative Products are determined by various factors, including but not limited to interest rate, time to maturity of the Derivative Products, the underlying asset price that the 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 Derivative Products. When two or more factors are exerting effects on a Derivative Product simultaneously, the price of the Derivative Products may become unpredictable.
4. 衍生產品有機會流通量不足。若衍生產品的相關資產暫停買賣，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衍生產品的唯一市場參與者，因此衍生產品的次級市場可能是有限的。客戶不獲保證可隨時按其意願平倉。  
Derivative Products can be illiquid. Trading in 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 Derivative Products and therefore the secondary market for the Derivative Products may be limited. There is no guarantee that the Customer will be able to liquidate his position whenever the Customer wishes.
5. 客戶會面對有關衍生產品的交易對手風險。若衍生產品的發行人及／或保證人失責，客戶可能損失全部投資本金。  
The Customer will be exposed to the counterparty risk associated with the Derivative Products. If the issuer and/or guarantor defaults, the Customer may lose all his investment capital.

#### 衍生權證的特定風險 Specific risk relating to DW

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（例如股票）。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，並客戶可能損失全部投資本金。

DW are instruments that give investors the right (but not the obligation) to buy or sell the underlying asset (e.g. a stock) at a pre-set price on or before a specified date. DW could be illiquid. The liquidity provider of a DW is not obligated to provide a 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 Customer may have to hold that DW until it expires and the Customer may lose all his investment capital.

#### 牛熊證的特定風險 Specific risk relating to CBBC

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。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買入牛證或熊證。

A CBBC has a fixed expiry date and closely tracks the performance of an underlying asset (for example, a share, index, commodity or currency). It can be a bull or bear contract allowing the Customer to take a bullish or a bearish position on the underlying asset.

當相關資產價格觸及提前贖回價，發行商會收回有關牛熊證。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，投資者亦不會因此獲利。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。客戶應注意牛熊證是複雜及具槓桿效應的投資，亦未必適合所有投資者。牛熊證的槓桿作用可擴大潛在回報及潛在虧損。在最差的情況下，客戶可能會損失全部投資本金。當牛熊證交易接近提前贖回價時，客戶應加緊留意。

A CBBC will be called by its issuer when the price of its underlying asset hits the call price. Once it is called, the contract cannot be revived and the Customer 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 Customer should be aware that CBBC is a complex leveraged investment that may not be suitable for all investors. With its gearing feature, it may magnify potential returns and potential losses as well. In the worst-case scenario, the Customer may lose all of his investment. The Customer should exercise special caution when the CBBC is trading close to its call price.

即使牛熊證設有流通量提供者，投資者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。

Although CBBC has liquidity providers, there is no guarantee that investors will be able to buy or sell CBBC at their target prices any time they wish.

有關權證及牛熊證的進一步資料，請瀏覽香港交易所公司網站：

As to any further information of warrants and CBBCs, please refer to the website of Hong Kong Stock Exchange:

“衍生權證”欄目。

"Derivative Warrants" Section

[http://www.hkex.com.hk/chi/prod/secprod/dwrc/dw\\_c.htm](http://www.hkex.com.hk/chi/prod/secprod/dwrc/dw_c.htm)

“牛熊證”欄目。

“Callable Bull/Bear Contracts” Section

[http://www.hkex.com.hk/chi/prod/secprod/cbbc/intro\\_c.htm](http://www.hkex.com.hk/chi/prod/secprod/cbbc/intro_c.htm)

#### 投資美國交易所上市或場外交易證券或美國衍生工具的特定風險 Specific risk relating to trading in US exchange-listed or over-the-counter securities or US derivative instruments

客戶在投資任何受美國法律規管市場的證券或證券相類的工具前，應先了解適用於該等交易的美國規例。美國法律通常適用於美國市場交易，無論客戶所屬的國家法律是否亦同時適用。

Before the Customer trades in any security or security-like instrument in markets governed by US law, the Customer should understand the US rules that apply to such trading. US law is likely to apply to trading in US markets whether or not the law of the Customer's home country also applies.

有眾多（但此非指全部）股票、債券及期權均在美國證券交易所掛牌及交易。納斯達克以往是交易商之間的場外交易市場，現亦已成為一家美國交易所。就在交易所上市的股票、債券及期權而言，每家交易所會發布補充美國證券交易委員會規例的規則，以保障在該交易所進行買賣證券的個人及機構。

Many (but by no means all) stocks, bonds and options are listed and traded on US stock exchanges. NASDAQ, which used to be an over-the-counter market among dealers, has now also become a US exchange. For exchange-listed stocks, bonds and options, each exchange promulgates rules that supplement the rules of the US Securities & Exchange Commission (“SEC”) for the protection of individuals and institutions trading in the securities listed on that exchange.

交易商可以繼續利用交易所掛牌或非交易所掛牌的工具進行場外交易。就未有在交易所掛牌的證券，其交易可以透過在場外電子交易板或載有代理(非真正的)交易商報價之交易商之間的粉紅價單進行。這些交易設施是在納斯達克以外設置。

Over-the-counter trading among dealers can continue in exchange-listed instruments and in instruments that are not exchange-listed at all. For securities that are not listed on any exchange, trading can continue through the over-the-counter bulletin board (“OTCBB”) or through the inter-dealer “pink sheets” that carry representative (not actual) dealer quotes. These facilities are outside of NASDAQ.

證券期權受美國證券交易委員會及該期權掛牌的證券交易所之規例管轄。期貨合約或商品例如小麥或黃金的期權受美國商品期貨交易委員會之規例管轄。商業期權例如房地產期權則不受美國證券交易委員會或美國商品期貨交易委員會之規則限制。

Options on securities are subject to SEC rules and the rules of any securities exchange on which the options are listed. Options on futures contracts or on commodities like wheat or gold are governed by rules of the US Commodity Futures Trading Commission (“CFTC”). There are also commercial options, like options on real estate, that are governed neither by SEC nor CFTC rules.

無論客戶意欲投資在美國交易所掛牌的證券、場外交易證券或衍生工具(如期權或期貨)，客戶應了解監管該客戶擬進行交易之市場的有關規例。投資任何此等衍生工具均會涉及高風險，但一般而言，沒有須在交易所掛牌要求的衍生工具會傾向使風險增加及衍生工具市場的性質傾向使風險進一步增加。

Whether the Customer is intending to trade in US exchange-listed securities, over-the-counter securities or derivative instruments like options or futures, the Customer should understand the particular rules that govern the market in which the Customer is intending to trade. An investment in any of these instruments can involve a high degree of risk, but generally speaking, the absence of exchange listing requirements tends to increase the risk and the nature of markets in derivative instruments tends to increase the risk even further.

場外電子交易板的莊家不能使用電子媒介與其他交易商溝通以執行交易。他們必須以手動方式與市場溝通，即使用標準電話線與其他交易商溝通以執行交易，此舉可能會引致延遲與市場溝通。若在同時交易量增加，可引致場外電子交易板的證券價格波幅擴大及執行時間遲誤延長。客戶在市場落盤時應加倍審慎，並完全了解有關場外電子交易板交易的風險。

Market makers of OTCBB are unable to use electronic means to interact with other dealers to execute trades. They must manually interact with the market, i.e., use standard phone lines to communicate with other dealers to execute trades. This may cause delays in the time it takes to interact with the market place. This, if coupled with the increase in trade volume, may lead to wide price fluctuation in OTCBB securities as well as lengthy delays in execution time. The Customer should exercise extreme caution when placing market orders and fully understand the risks associated with trading in OTCBB.

市場數據如報價、交易量及市場大小可能未必與納斯達克或掛牌證券預期般一樣保持現況更新。因參與場外證券市場的莊家數目可能較少，該證券的流通量可能大幅較在市場掛牌證券的流通量低。因此，客戶的指示可能只獲部分執行，甚至全部不獲執行。此外，市場落盤所收到的價格可能與輸入買賣盤時的報價有明顯的不同。當某一證券的股份交易減少，可引致賣出/買入價的差距增加及造成價格波動。在某些情況下，未必能在合理時間內為場外證券平倉。

Market data such as quotes, volume and market size may or may not be as up-to-date as expected with NASDAQ or listed securities. As there may be far fewer market makers participating in an OTC securities markets, the liquidity in that security may be significantly less than those in listed markets. As such, the Customer may only receive a partial execution or the order may not be executed at all. Additionally, the price received on a market order may be significantly different from the price quoted at the time of order entry. When fewer shares of a given security are being traded, larger spreads between bid and ask prices and volatile swings in price may result. In some cases, the liquidation of a position in an OTC security may not be possible within a reasonable period of time.

場外交易證券的發行商並無責任向投資者提供資訊、與證券交易委員會維持登記或向投資者提供定期報告。

Issuers of OTC securities have no duty to provide any information to investors, maintain registration with the Securities and Exchange Commission or provide regular reports to investors.

#### 投資債券產品的風險 Risks of Investing in Bonds

1. 債券附帶發債機構違責的風險。另一點應注意的是，信貸評級機構給予的信貸評級並非對發債機構信用可靠程度的保證。

Bonds are subject to the risk of the issuer defaulting on its obligations. It should also be noted that credit ratings assigned by credit rating agencies do not guarantee the creditworthiness of the issue.

2. 某些債券的二手市場可能並不活躍，令投資者難以甚至無法在債券到期前將之出售。  
Some bonds may not have active secondary markets and it would be difficult or impossible for Investors to sell the bond before its maturity.
3. 債券較易受到利率波動的影響。一般來說，利率上升，債券價格便會下跌。  
Bonds are more susceptible to fluctuations in interest rates and generally prices of bonds will fall when interest rates rise.
4. 投資於高息債券須承受較高的信貸風險因為高息債券的評級通常低於投資級別，或不獲評級，因此涉及的發債機構違責風險往往較高。受制於經濟周期的轉變—經濟下滑時，高息債券價值的跌幅往往會較投資級別債券為大，原因是(i)客戶會較為審慎，不願承擔風險；(ii)違責風險加劇。  
Investments in high-yield bonds are subject to higher credit risk since they are typically rated below investment grade or are unrated and as such are often subject to a higher risk of issuer default. During economic downturns such bonds typically fall more in value than investment grade bonds as (i) Customers become more risk averse and (ii) default risk rises.
5. 某些高息債券基金可能會以資本來支付費用及 / 或股息。此舉有可能令基金可供日後投資的資金減少，削弱資本增長。股息分派—某些高息債券基金可能不會派息，取而代之的是將股息再投資在基金上，又或投資經理可能有酌情權決定是否動用基金的收入及 / 或資本作分派之用。此外，分派收益高並不意味投資者的總投資可取得正回報或高回報。高息債券基金可能尚涉及其他主要風險，包括投資集中於某特定種類的專門性債項或某特定地區市場或主權證券。  
Some high-yield bond funds may have fees and/ or dividends paid out of capital. As a result, the capital that the fund has available for investment in the future and capital growth may be reduced. Some high-yield bond funds may not distribute dividends, but instead reinvest the dividends into the fund or alternatively, the investment manager may have discretion on whether or not to make any distribution out of income and/ or capital of the fund. Also, a high distribution yield does not imply a positive or high return on the total investment. Other key risks that may relate to the relevant fund including concentration of investments in particular types of specialized debt or a specific geographical region or sovereign securities.
6. 某些債券可能別具特點及風險，投資時須格外注意。這些債券包括屬永續性質的債券，其利息派付取決於發債機構在非常長遠的時間內的存續能力；後償債券，發債機構一旦清盤，客戶只可在其他優先債權人獲還款後才可取回本金；可贖回的債券，當發債機構在債券到期前行使贖回權，客戶便會面對再投資風險；具有浮息及 / 或延遲派付利息條款的債券，客戶無法確定將收取的利息金額及利息派付的時間；可延遲到期日的債券，客戶沒有一個訂明償還本金的確實時間表；屬可換股或可交換性質的債券，客戶須同時承受股票及債券的投資風險；及 / 或具有或然撇減或彌補虧損特點的債券。當發生觸發事件時，這些債券可能會作全數或部分撇帳，或轉換為普通股。  
Some bonds may contain special features and risks that warrant special attention, including bonds that are perpetual in nature and interest pay-out depends on the viability of the issuer in the very long term; that have subordinated ranking and in case of liquidation of the issuer, Customers can only get back the principal after other senior creditors are paid; that are callable and Customers face reinvestment risk when the issuer exercises its right to redeem the bond before it matures; that have variable and/or deferral of interest payment terms and Customers would face uncertainty over the amount and time of the interest payments to be received; that have extendable maturity dates and Customers would not have a definite schedule of principal repayment; that are convertible or exchangeable in nature and Customers are subject to both equity and bond investment risk; and/or that have contingent write down or loss absorption feature and the bond may be written-off fully or partially or converted to common stock on the occurrence of a trigger event.

### **買賣合成交易所買賣基金(ETFs)的風險 Risks of Synthetic Exchange Traded Funds (ETFs) Trading**

1. 有別於傳統型交易所買賣基金，合成 ETFs 並買相關基準的成分資產，一般都是透過金融衍生工具去複製相關基準的表現。投資合成 ETFs 涉及高風險，並非人皆適合，投資者買賣合成 ETFs 前必須請楚明白及考慮以下的風險。  
Different to the traditional exchange traded funds, synthetic ETFs do not buy the assets in their benchmark. Instead, they typically invest in financial derivative instruments to replicate the benchmark's performance. The investment in synthetic ETFs is highly risky and not suitable to all. Investors must understand clearly and consider the following risks prior to the purchase of synthetic ETFs.
2. 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。投資者會承受 ETFs 相關指數 / 資產有關的政治、經濟、貨幣及其他風險。投資者必須要有因為相關指數 / 資產的波動而受損失的準備。  
ETFs are typically designed to track the performance of certain indices, market sectors, or group of assets such as stocks, bonds, or commodities. Investors are exposed to the political, economic, currency and other risks related to the ETF's underlying index/assets it is tracking. Investment must be prepared to bear the risk of loss and volatility associated with the underlying index/asset.
3. 若合成 ETFs 投資於衍生工具以追蹤指數表現，投資者除了會承受與指數有關的風險外，亦會承受發行有關衍生工具的交易對手的信貸風險。此外，投資者亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險（例如由於衍生工具發行人主要是國際金融機構，因此若合成 ETFs 的其中一個衍生工具且交易對手倒閉，便可能對該合成 ETFs 的其他衍生工具交易對手產生「連鎖」影響）。有些合成 ETFs 備有抵押品以減低交易對手風險，但仍要面對當合成 ETFs 的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。  
Where a synthetic ETF invests in derivatives to replicate the index performance, investors are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index. Further, potential contagion and concentration risks of the derivatives issuers should be taken into account (e.g. since derivative issuers are predominantly international financial institutions, the failure of one derivative counterparty of synthetic ETF may have a “knock-on” effect on other derivative counterparties of the synthetic ETFs). Some Synthetic ETFs have collateral to reduce the counterparty risk, but there may be a risk that the market value of the collateral has fallen substantially when the synthetic ETF seeks to realize the collateral.

4. 交易所買賣基金雖然在相關交易所上市買賣，但這並不保證該基金必定有流通的市場。若合成 ETFs 涉及的衍生工具沒有活躍的第二市場，流動性風險會更高。較大的衍生工具的買賣差價亦會引致虧損。而要提早解除這些工具的合約比較困難、成本也較高，尤其若市場設有買賣限制、流通量也有限，解除合約便更加困難。  
There is no assurance that a liquid market exists for an ETF. 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 derivatives may result in losses. Therefore, they can be more difficult costly to unwind early, when the instruments provide access to a restricted market where liquidity is limited.
5. ETFs 及相關指數的表現可能不一致。原因，舉例來說，可能是模擬策略失效、匯率、收費及支出等因素。  
There may be disparity between the performance of the ETFs and the performance of the underlying index due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.
6. 若 ETFs 所追蹤的指數 / 市場就投資者的參與設有限制，則為使 ETFs 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 ETF 的價格相對其資產淨值出現溢價或折讓。投資者若以溢價買入 ETF，在基金終止時可能無法收回溢價。  
Where the index/market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETFs 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. Investors who buy an ETF at a premium may not be able to recover the premium in the event of termination.
7. 若投資者所買賣的交易所買賣基金的相關資產並非以港幣為單位，其尚要面對外匯風險。貨幣兌換率的波動可對相關資產的價值造成負面影響，連帶影響交易所買賣基金的價格。  
Investors trading ETFs with underlying assets not denominated in Hong Kong dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETFs price.

### **買賣期貨交易所買賣基金 (ETFs) 的風險 Risks of Trading Futures-based Exchange Traded Funds (ETFs)**

1. 期貨合約是透過期貨交易所訂立的具約束力協議，於未來的特定時間買賣相關資產。「轉倉」是指，當現有期貨合約即將到期，以代表同一相關資產但到期日較後的期貨合約取代。當期貨合約轉倉（即賣出近期的期貨合約，再買入較長期的期貨合約）時，如較長期的期貨合約的價格高於即將到期的現有期貨合約價格，轉倉可能會導致虧損（即負轉倉收益「negative roll yield」）。在此情況下，出售近期期貨合約所得的收益，並不足以購買相同數量而到期日較後的期貨合約，因後者的價格較高，這會對期貨 ETF 的資產淨值有不利影響。  
Futures contracts are binding agreements that are made through futures exchanges to buy or sell the underlying assets at a specified time in the future. “Rollover” occurs when an existing futures contract is about to expire and is replaced with another futures contract representing the same underlying but with a later expiration date. When rolling futures contracts forward (ie selling near-term futures contracts and then buying longer-term futures contracts) in a situation where the prices of the longer-term futures contract are higher than that of the expiring current-month futures contract, a loss from rolling (ie a negative roll yield) may occur. Under such circumstances, the proceeds from selling the near-term futures contracts will not be sufficient to purchase the same number of futures contracts with a later expiration date which has a higher price. This may adversely affect the NAV of the futures-based ETF.
2. 在獲認可交易所上市的期貨合約受限於法定持倉限制，不能持有多於某一特定數量之期貨合約。若期貨 ETF 的期貨合約持倉已增加至接近有關上限，則可能因無法購買更多期貨合約而未能新增 ETF 單位，此情況可能令上市的 ETF 單位的交易價格偏離於其資產淨值。所上市的期貨合約受限于法定持仓限制，不能持有大于某一特定数量之期货合约。若期货 ETF 的期货合约持仓已增加至接近有关上限，则可能因无法购买更多期货合约而未能新增 ETF 单位，此情况可能令上市的 ETF 单位的交易价格偏离于其资产净值。  
There is a statutory position limit restricting the holding of futures contracts traded on the recognised exchange company to no more than a specific number of such futures contracts. If the holding of such futures contracts of a futures-based ETF grows to the limit, this may prevent the creation of units of the ETF due to the inability to acquire further futures contracts. This may lead to differences between the trading price and the NAV of the ETF units listed on the exchange.

## 附件 II: 個人資料私隱政策聲明 Appendix II: Personal Data Privacy Policy Statement

本私隱政策聲明（「**本聲明**」）說明中信期貨國際有限公司（「**中信期貨國際**」）、中信信期國際證券有限公司（「**中信信期證券**」）及其關聯公司（以下統稱為「**信期香港**」，「**本公司**」或「**我們**」）如何收集和處理從客戶、擔保人、抵押品提供者和其他人士（以下統稱為「**您**」，如果您是個人，則稱為「**資料當事人**」）收集到的個人資料/個人信息。如果您不是自然人，在適用的情況下，提及「**您**」可能指資料當事人是其個人資料所涉及的自然人。

This Privacy Policy Statement (the “**Statement**”) explains how CITIC Futures International Company Limited (“**CFI**”), CITIC CFI Securities Company Limited (“**CITIC CFI SECURITIES**”) and its Affiliates (collectively referred to as “**CFHK**”, “**we**” or “**us**”) collect and process personal data/personal information collected from Customers, guarantors, security providers and other individuals from time to time (collectively referred to as “**you**” or if you are an individual, “**Data Subject**”). Where you are not a natural person, where applicable, a reference to “you” may refer to the Data Subject being the natural person whose personal data are involved.

我們致力於按照要求的標準處理您的資料。這包括根據適用的隱私保護法律保護您的隱私並確保您的資料安全，其中包括，《個人資料（私隱）條例》（香港法例第 486 章）（「**個人資料（私隱）條例**」）、中國的《中華人民共和國個人信息保護法》（「**個人信息保護法**」）和歐盟的《一般資料保護規範》（「**一般資料保護規範**」）（統稱為「**資料保護法**」）。

We are committed to processing your Data in accordance with the required standards. This includes protecting your privacy and ensuring the security of your Data in compliance with applicable privacy protection laws, in particular and where applicable, the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (“**PDPO**”), the Personal Information Protection Law of the People’s Republic of China in China (“**PIPL**”) and the General Data Protection Regulation in Europe (“**GDPR**”) (collectively referred as the “**Date Protection Laws**”).

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明的同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “**Terms and Conditions**”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

### 1. 我們收集的資料

#### Personal Data We Collect

就本聲明的目的，“**資料**”是指任何指以電子或其他方式記錄並已識別或可識別的自然人有關的各種個人信息，從中可以直接或間接確定個人身份，但不包括已匿名化的信息。

For the purpose of this Statement, “**Data**” means all kinds of personal information which relates to identified or identifiable natural persons that are electronically or otherwise recorded, and from which it is practicable for the identity of the individual to be directly or indirectly ascertained. It does not include information that has been anonymized.

信期香港會收集、保存、處理、披露、轉移及刪除各種類型的個人資料。從廣義上來說，資料會包括（但不限於）以下各項：

At CFHK, we collect, save, use, process, disclose, transfer and delete different kinds of Data. Broadly speaking, the Data will include (without limitation) the following:

資料類型 Type of Data	描述 Description
識別資料和認證資料 Identification data and authentication data	姓名、出生日期、出生地、性別、身份證/護照號碼和複印件以及（如果適用）婚姻狀況、家庭成員、稅務居民、與整治公眾人物的關係、簽名樣本、照片、人臉識別信息 Name, date of birth, place of birth, gender, ID/passport number and copies and (if applicable) marital status, family members, tax residence, relationships with politically exposed persons, sample signature, photographs, face recognition information
聯絡方式 Contact	住址、郵寄地址、電話號碼、傳真號碼、電郵地址 Home address, mailing address, telephone numbers, fax number, email address
財務 Financial	就業/業務信息、銀行賬戶信息、信譽資料、董事職位（如適用）、年收入、估計淨值、財富來源、資金來源、與金融資產組合相關的證明 Employment/business information, bank account information, creditworthiness data, directorships (if applicable), annual income, estimated net worth, source of wealth, source of funds, origin of assets, proof relating to portfolio of financial assets
投資 Investment	投資經驗、投資目標、投資標的、預期交易活動、風險承受能力、產品認識 Investment experience, investment objective, investment target, anticipated level of activity, risk profile, product knowledge
服務/交易相關 Services/Transactional	有關訂單、指令、交易、服務、銀行賬戶、戶口、付款和匯款的服務/交易等的詳情 Details about orders, instructions, transactions, services, bank accounts, securities accounts, payments and remittances
平台使用 Usage	有關使用本公司的網站、在綫平台、流動應用程式的信息 Information about use of our website, on-line platforms, mobile applications
用戶信息 Profile	用戶名和密碼、反饋和調查回覆 Usernames and passwords, feedback and survey responses
Cookies/日誌/緩存/像素標記 Cookies/logs/cache/pixel tags	訪客的姓名、電子郵件地址、MAC 地址、IP 地址（和域名）、設備的技術、瀏覽器軟件、其瀏覽器的類型和配置、語言設定、地理位置、操作系統、引薦網站、瀏覽的頁面和內容，以及瀏覽時間 A visitor’s name, email address, MAC addresses, IP addresses (and domain names), browser software, types and configurations of his/her browser, language settings, geolocations, operating systems, referring website, pages and content viewed and durations of visit
內部監控	來自姓名篩查、信用審查、背景審查、專業資格查核、負面新聞審查、電子認證等各項資料

Internal control	Data from name-screening, credit-checks, background checks, professional qualifications, negative news checks and electronic certification
視聽 Audio visual	閉路電視錄像、照片、錄音記錄 CCTV footage, photographs, tape recordings
客戶盡職調查以遵守法律/法規 Customer due diligence for the compliance of laws/regulations	在客戶盡職調查、制裁或反洗錢調查、背景審查結果、推薦人及其聯繫方式、潛在/存在的利益衝突、與我們的通信和其他通信（視頻和音頻記錄、通話記錄、通信和其內容） Personal Data collected during customer due diligence, sanctions or anti-money laundering checks, background vetting results, referees and their contact method, potential/existing conflict of interests, correspondence and other communication with us (video and audio record, call log, correspondence and its content)

本公司僅在相關資料當事人同意我們處理此類信息或自願向我們提供此類信息或資料保護法要求或允許收集的情況下收集特殊類別的個人資料或敏感個人信息（其定義請參考相關司法管轄區適用的個人資料法律或資料保護法）。此類信息包括（但不限於）關於個人生物識別資料、基因資料、宗教或哲學信仰、政治觀點、特定身份、醫療保健、財務賬戶、個人行踪、未滿十四歲的未成年人的個人信息、工會的個人信息會員資格、有關健康的資料或有關自然人性生活或性取向的資料（「**敏感信息**」）。

CFHK only collects special categories of personal data or sensitive personal information (as provided by any applicable Data Protection Laws in the relevant jurisdiction(s) when the relevant Data Subject agrees to our process such personal information or voluntarily provide us with this information or it is required or permitted to be collected by Data Protection Laws. Such information includes (without limitation) personal information regarding a person's biometric data, genetic data, religious or philosophical beliefs, political opinions, specific identity, health care, financial accounts, personal whereabouts, personal information of minors under the age of fourteen, trade union membership, data concerning health or data concerning a natural person's sex life or sexual orientation (the "**Sensitive Information**").

向本公司提供敏感信息時，請酌情決定，在任何情況下都不要向本公司提供敏感信息，除非您因此同意本公司出於其合法業務目的處理敏感信息，或者除非適用法律法規或法庭命令允許。透過接受本聲明，即表示您自願並明確同意本公司及/或向本公司確認資料當事人的同意其敏感信息將用於本聲明中所述的目的。如果您對向本公司提供的敏感信息是否或可能是必要以適合特定目的有任何疑問，請聯繫本公司。

Please use your discretion when providing Sensitive Information to CFHK, and under any circumstances, do not provide Sensitive Information to CFHK, unless you thereby consent to CFHK's process of Sensitive Information for its legitimate business purposes or unless it's permitted by applicable laws and regulations or court orders. By accepting to this Statement, you are voluntarily and explicitly consent to CFHK and/or confirm to CFHK that consent of the Data Subject whose Sensitive Information are received and provided to CFHK for processing has been obtained for purposes described in this Statement. If you have any questions about whether the provision of Sensitive Information to CFHK is, or may be, necessary or appropriate for particular purposes, please contact CFHK

## 2. 我們如何收集資料

### How We Collect Data

本公司可以在與您接觸/建立關係的過程中收集資料；例如，當您向本公司提供其名片或聯繫方式、存入資金或證券、通過本公司進行交易、轉移資金或證券、操作證券戶口、與本公司的員工或客戶經理討論事務或聯繫本公司以安排開展貸款或其他服務、洽談業務、更改/更新/改正資料當事人的資料或其他戶口資料。

We may collect the Data from you during contact or in the ordinary course of your relationship with us, for example, when you give us your name card or contact details, deposit funds or securities, effect transactions through CFHK, transfer funds or securities, operate the Securities Account, discuss matters with CFHK's staff or account executives or contact CFHK to arrange margin facilities or other services, negotiate business with CFHK, or amend /update/correct your Data or other account information.

我們也可以透過各種方式從您收集資料，例如：

We may also use various methods to collect Data from you, such as:

方法 Method	描述 Description
直接要求 Direct request	本公司與資料當事人的接觸/關係的各個階段都需要各種資料。例如，當客戶在本公司開設賬戶、進行交易、協助本公司進行各種審查時，本公司都會要求客戶向本公司提供各種資料。在某些情況下，如果客戶未能提供，可能會導致本公司無法開立或維持賬戶、進行交易、授予或繼續提供孖展貸款便利或其他服務。 We request various Data at various stages of our relationship with you. For example, Customers are required to provide us with various Data when opening account with us, conducting transactions, or enabling us to conduct various checking. Under certain circumstances, failure to do so may result in CFHK being unable to open or maintain the accounts, effect any transactions, grant or continue margin facilities or provide any services to the Customer
電子 Electronic	本公司的系統會使用、傳輸、監察、記錄和以其他方式處理包含資料並且通過本公司的電子系統、在線平台、流動應用程式（包括電子郵件）傳遞的各種信息。 Our systems will use, transfer, monitor, record and otherwise process communications containing Data passing through our electronic systems, on-line platforms, mobile applications in any form, including emails.
通訊 Correspondence	通過電子郵件/郵寄或其他方式與本公司通信時，本公司也會收集資料。 We also collect Data when you communicate with us by email/post or other means.
電話 Telephone	本公司會記錄與資料當事人的電話交談，以進行監管、內部監控、風險管理和審計。 We may also record our telephone conversations with you for regulatory, internal control, risk management and audit purposes
Cookies/日誌/緩存/像素/標記 Cookies/logs/cache/pixel tags	有關訂單、指令、交易、服務、銀行賬戶、戶口、付款和匯款的服務/交易等的詳情 Details about orders, Instructions, transactions, services, bank accounts, securities accounts, payments and remittances



第三方服務供應商 Third party vendors	本公司要求和接收第三方服務供應商提供的各種資料。這些供應商提供的服務會包括身份鑒別、姓名篩查、電子認證、背景審查和信用審查。 We request and receive various Data from third party vendors who provide services regarding name-screening, electronic certification, background checks and credit checks.
公開途徑 Public sources	本公司也會通過公開途徑（例如，政府註冊機構、專業機構、監管機構、制裁名單、公開信息門戶網站/資料庫、社交媒體和互聯網上的各項服務）索取資料。 We also access Data through publicly available sources e.g. government registries, professional bodies, regulators, sanction lists, public disclosure portals/data base, social media and services on the Internet.

### 3. 收集資料的目的

#### Purposes for Collecting Data

信期香港可以因以下一種或多種目的不時收集、保存、處理、披露、轉移及刪除閣下之資料：

- a) 開立和維持戶口；
- b) 致使閣下就有關交易或其他事項所發出之指令生效，及執行閣下之其他指示；
- c) 賬戶日常運作、提供服務、審批孖展貸款予您或借款人（當您是該項授信的擔保人或抵押品提供者時）；
- d) 遵守法規和內部對客戶盡職調查、核查和持續審查、防止和發現洗錢、恐怖分子籌集和其他非法或不正當活動、欺詐檢測、制裁監控等相關的要求；
- e) 遵守法院諭令和約束信期香港、其關聯公司、中信期貨有限公司、中信証券股份有限公司（「**中信証券**」）或他們所屬集團公司或任何其他人士之任何法律規定、監管、要求或安排，包括但不限於香港政府與其他外國政府之間的條約、協議、對等原則和其他安排（包括與稅收報告和自動交換財務賬戶資料的相關安排）；
- f) 回應公共或政府機構（可能包括但不限於監管機構、執法機關、證券交易所或其他類似機構或機關、稅務局、醫院管理局、社會福利部門以及香港及其他地區的其他機構）以配合其查詢或調查要求；
- g) 對閣下進行信貸查詢或調查及查明閣下之財政狀況、持續信貸狀況及投資目標，以及容許或協助任何其他人士進行上述事項；
- h) 制訂和維護您的信用歷史記錄、信用評分模型和其他分析（無論他們與任何信期香港之間是否存在任何關係），以供現在和將來參考；
- i) 進行合規審查、風險管理、內部監控和審計（包括審查和監控賬戶活動、交易、孖展和其他頭寸和資料以及進行審計（內部和外部））；
- j) 客戶關係管理和相關資料處理；
- k) 查明和了解客戶的投資經驗、投資目標、財務狀況、投資年期、風險承受水平、流動性需求、分散投資的需求和其他相關情況；
- l) 為客戶設計金融產品或服務供客戶使用；
- m) 回答對手方、產品發行人/擔保人、代理商、分銷商、集體投資計劃或其經理、管理人、投資經理、信托人、托管行、保管代理人、其他托管行或代理人或上述各機構的代名人或關聯公司的提問，並提供給他們資料以便他們追討欠款和損失、維護其他權利或回答監管機構、證券交易所或政府/司法機關的查詢；
- n) 為中信期貨國際、中信信期證券或其任何附屬公司之現有及日後之服務或產品（例如金融服務或產品）進行直接促銷及市場推廣，無論信期香港會否從中獲得報酬（請參考下面有關“**直接促銷**”的部分）；
- o) 確定您或您所欠的債務金額、維護有關權利，包括但不限於向您追收債務、追索損失和其他未償還金額、為惠及任何信期香港或任何中信証券、中信期貨有限公司或他們所屬的集團公司行使抵押品、押記權或其他權利及權益、提起法律訴訟、執行程序和催收函、索賠和法院文件中進行披露；
- p) 容許與閣下及/或閣下之戶口有關的權利或業務的實質或潛在承讓人、受讓人、參與人或分參與人評估擬以該讓與、轉讓、參與或分參與為主體的交易；
- q) 資料處理、備份和存檔；
- r) 為了維護本公司、本公司的客戶或其他第三方的任何其他合法利益；
- s) 進行法律所允許之核對程序（定義見個人資料（私隱）條例）；及
- t) 一切與上述有聯繫、有附帶性及有關的用途。

如果本公司因與上述無關的目的需要使用任何資料，本公司會通知您並徵得同意，以允許本公司這樣做。如果您不是本公司的客戶，本公司可能需要處理您的個人資料，以便為本公司的客戶提供客戶服務或便利，包括提供孖展貸款。此個人資料可能會在有關過程中提供給本公司，例如，在信用審核過程中提供給本公司，或由其他第三方（信貸諮詢機構）提供。資料甚至可能在本公司或其他交易對手（例如，結構性票據之發行人）提起的法律訴訟中被轉移或使用，以向您（例如，作為結構性票據的持有人或（視情況而定）作為孖展貸款的擔保人）追討未償債務和損失。

CFHK may use, store, process, disclose, transfer and delete Data for one or more of the following purposes from time to time::

1. opening and maintaining of Securities Accounts and other accounts;
2. giving effect to your orders relating to transactions or otherwise, and carrying out your other instructions;
3. the daily operation of account(s), services and margin facilities provided to you or to the borrower when you are a guarantor or security provider for the relevant facilities;
4. complying with regulatory and internal requirements relating to client onboarding due diligence, verification and ongoing reviews, prevention and detection of money laundering, terrorist financing or other unlawful or improper activities, fraud detection, sanctions monitoring;
5. complying with court orders and legal requirements, obligations, requirements or arrangements which apply to CFHK, its Affiliates, CITIC Securities Co., Ltd. (“**CITICS**”), CITIC Futures Company Limited or their group companies, including but not limited to treaties, agreements, reciprocal principles and other arrangements between Hong Kong Government and other foreign governments (including those relating to tax reporting and automatic exchange of financial account information);
6. responding to requests from public or government authorities (which may include without limitation, regulators, law enforcement agencies, securities exchange or other similar agencies or authorities, tax authorities, hospital authority, social welfare department and other authorities in and outside Hong Kong) to cooperate with any enquiry or investigation;

7. conducting credit enquiries or checks on you and ascertaining your financial situation, ongoing creditworthiness and investment objectives, and enabling or assisting any other person to do so;
8. creating and maintaining your credit history, credit scoring models and other analysis (whether or not there exists any relationship between them and any CFHK company) for present and future reference;
9. compliance checking, risk management, internal control and audit purposes (including review and monitoring of account activities, transactions, margin and other positions and data and conducting audits (both external and internal));
10. customer relationship management and processing of relevant data;
11. ascertaining and understanding the investment experience, investment objectives, financial position, investment time horizon, risk tolerance level, liquidity needs, diversification needs and other circumstances of Customers;
12. designing financial products or services for use of Customers;
13. answering enquiries from (as the case may be) counterparties, product issuers/guarantors, dealers, distributors, collective investment schemes or their managers, administrators, investment managers, trustees or custodians, Custodial Agents, other custodians or agents or any such party's nominees or affiliates and providing them with Data to enable them to recover debts and losses, enforce their other rights or to answer enquiries from regulators, securities exchanges or other government/judicial authorities;
14. direct marketing and promotion of existing and future services or products (e.g. banking and financial services or products) of CFI, CITIC CFI SECURITIES and any of its affiliate companies; in respect of which CFHK may or may not be remunerated (please also refer to the section on "Direct Marketing" below);
15. determining the amount of indebtedness owed to or by you and enforcing the same, including without limitation the collection of debts, recovery of losses and other amounts outstanding from you, enforcement of security, charge or other rights and interests in favour of any CFHK company, CITICS, CITIC Futures Company Limited or any of their group companies, commencement and conduct of legal proceedings and enforcement proceedings and making disclosures in demand letters, claims and court documents;
16. enabling CITIC CFI SECURITIES's actual or potential assignee, transferee, participant or sub-participant of CITIC CFI SECURITIES's rights or business in respect of you or your Account(s) to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
17. data processing, back-up and archive;
18. for the protection of any other legitimate interests of ourselves, our customers or those of another third party;
19. conducting matching procedures (as defined in the Personal Data (Privacy) Ordinance) as permitted by law; and
20. all other incidental and associated purposes relating to the above.

If we need to use any Data for a purpose unrelated to the above, we shall notify you and seek your consent to allow us to do so. If you are not our Customer, we may need to process your Data in order to provide client services or facilities to our Customer, including the provision of margin financing. The Data may be provided to us through the course of the matter for example, provided to us as part of a credit review process or provided by another third party (a credit reference agency). Data may even be transferred and used in legal proceedings commenced by us or other counterparties (such as a structured note issuer) to recover outstanding debts and Losses from you (such as a holder of a structured note or (as the case may be) a guarantor in respect of a margin loan of a Customer).

#### 4. 處理資料的法律依據

##### The Legal Grounds for Processing Data

我們可能將您的資料用於上述第 3 條中規定的目的，每個目的皆是依據以下法律依據，其中包括：

We may use your Data for the purposes as set out in clause 3 above and, for each purpose, based on the following legal grounds, among other things:

- a) **履行合同** - 這是為了履行我們在合同項下的義務而需要處理您的資料；
- b) **法律義務** - 這是指我們需要處理您的資料以履行法律義務、法定職能或法定義務，例如為稅務目的保存 記錄或向公共機構或執法機構提供資料；
- c) **公共利益** - 我們可能會處理有關您的資料，以執行為公共利益或在緊急情況下保護自然人的生命、健康 或資產的任務；
- d) **您的同意** - 我們在您同意的情況下處理您的資料，並且只有在您同意的情况下，我們才會處理您的資料；或
- e) **披露信息** - 我們可能會處理由您或以其他方式合法披露的資料。

- a) **Performance of a contract** - this is when the processing of your Data is necessary in order to perform our obligations under a contract;
- b) **Legal obligation** - this is when we are required to process your Data in order to comply with a legal obligation or statutory functions, or statutory obligations, such as keeping records for tax purposes or providing information to a public body or law enforcement agency;
- c) **Public interests** - we may process your Data where it is for the performance of a task carried out in the public interest or protection of life, health or assets of natural persons under emergency;
- d) **Your consent** - we process your Data with your consent, and we will only process your Data if you agree to us doing so; or
- e) **Disclosed information** - we may process your Data that is disclosed by you or otherwise legally disclosed.

#### 5. 同意

##### Consent

通過與我們互動並向我們提供信息，或登記由我們提供的產品或服務，您表示並同意：

- a) 我們將出於本聲明中所述的目的收集、使用、披露和共享資料；
- b) 我們將被授權以本聲明中規定的方式向我們的關聯公司、授權服務提供商和相關第三方披露此類資料；
- c) 我們將被授權出於本聲明中所述的目的處理您的敏感信息（定義見個人信息保護法）；
- d) 我們將被授權在相關司法管轄區跨境傳輸您的資料；和
- e) 我們將被允許向我們的關聯公司和其他第三方披露和/或傳輸您的資料，如下所述。

如果您不希望我們在未來的任何時間繼續使用您的資料或您提供給我們的資料用於任何目的，您必須通知我們撤回您的同意

(見下文)。根據情況，您撤回同意可能會導致我們無法向您提供我們一直向您提供的某些 服務和/或產品，因此在法律允許的情況下，可能會導致您與我們的關係和/或賬戶終止。撤回同意不會影響 在撤回前基於您的同意收集、使用和披露您的資料的合法性。

如果相關司法管轄區的資料保護法允許我們在未經您同意的情況下收集、使用或披露資料，則法律下的授權 將繼續適用。

By interacting with us and submitting information to us, or signing up for any products or services offered by us, you represent and agree that:

- a) we shall collect, use, disclose and share Data for the purposes stated in this Statement;
- b) we shall be authorised to disclose such Data to our Affiliates, authorised service providers and relevant third parties in the manner set forth in this Statement;
- c) we shall be authorized to process your sensitive personal information (as defined in the PIPL) for the purposes stated in this Statement;
- d) we shall be authorized to disclose your Data outside of relevant jurisdictions; and
- e) we shall be allowed to disclose and/or transfer your Data to our Affiliates and other third parties as provided below;

If you do not wish for us to continue to use your Data or the Data provided by you to us for any of the purposes at any time in the future, you must notify us to withdraw your consent (see the section below). Depending on the circumstances, your withdrawal of consent may result in our inability to provide you with certain services and/or products that we have been offering to you, and consequently, may result in the termination of your relationship and/or accounts with us if permitted under the applicable laws. The withdrawal of consent will not affect the lawfulness of the collection, use, and disclosure of your Data based on your consent before it was withdrawn.

Where the Data Protection Laws of the relevant jurisdictions permit us to collect, use or disclose the Data without your consent, such permission granted by law will continue to apply.

## 6. 資料披露

### Disclosure of Data

信期香港可因第 3 所述一個或多個目的向下列類別的人士提供資料：

- a) 中信証券及其任何集團公司；
- b) 信期香港及其任何集團公司；
- c) 以其名義登記您的證券或其他資產之代名人；
- d) 姓名篩查服務/盡職調查服務/資料庫的供應商、電子認證機構和其註冊機構、輕型目錄存取協定服務提供者和身份認證機構；
- e) 向信期香港或任何中信証券所屬集團公司提供營運行政、資料處理、財務、計算機、電訊、資訊科技、付款、證券結算、清付、專業或其他服務之任何承辦商、代理、服務供應商、銀行、基金公司、保險公司，無論是香港或香港以外的；
- f) 信期香港代表您進行交易所涉及的對手方、產品發行人/擔保人、代理商、分銷商、集體投資計劃 和其經理、管理人、投資經理、信托人和托管行、保管代理人、其他托管行、代理人和上述各機構的代名人、關聯公司；
- g) 信貸諮詢機構，及收數公司(於違約時)；
- h) 任何就您的義務而提供或擬提供擔保或第三方抵押品的人士；
- i) 任何信期香港權利或業務的實質或潛在之承讓人、受讓人、參與人、分參與人、代表或繼承人；
- j) 位於香港或香港以外的公共或政府機構（可能包括監管機構、證券交易所或其他類似機構或機關、稅務局，醫院管理局、社會福利部門以及其他機構）；
- k) 由中信証券香港或其關聯公司聘用的法律或其他專業顧問和代理人；
- l) 香港、其他司法管轄區的執法機構（包括但不限於香港警察和廉政公署）；及
- m) 您要求和/或同意披露的任何人士/機構。

其他實體和第三方服務供應商也會處理資料。如果資料是由中信証券、任何關聯公司或第三方服務供應商處理資料，本公司將取得您同意披露資料並將確保有關保密協議，其中包含維護保密性的條款和政策/程序，以遵守資料保護法。根據您的要求，我們還將通知您接收方的姓名和聯繫信息、處理目的和方法以及資料類型。外包安排須經過盡職調查和合理可行的監控，以確保資料的整個生命週期達到隱私保護標準。

CFHK may provide Data to the following classes of persons for one or more of the purposes set out in clause 3 above:

- a) CITICS and any of its group companies;
- b) CFHK and any of its group companies;
- c) any nominees in whose name your securities or other assets may be registered;
- d) name-screening services/due diligence/data base service providers, electronic certification bodies and their registration authorities, Lightweight Directory Access Protocol service providers and identification agencies;
- e) any contractors, agents, service/solutions providers, software/application developers, banks, fund houses and insurance companies in or outside Hong Kong, which provide administrative, data processing, financial, computer, telecommunications, information technology, payment, clearing, settlement, professional or other services to CFHK or to any group companies of CITICS or CFHK;
- f) any counterparties, product issuers/guarantors, dealers, distributors, collective investment schemes and their managers, administrators, investment managers, trustees and custodians, Custodial Agents, other custodians and agents and any such party's nominees and affiliates involved in transactions conducted by CFHK on behalf of you;
- g) credit reference agencies, and, in the event of default, debt collection agencies;
- h) any party giving/proposing to give/who has given a guarantee or third party security to guarantee or secure your obligations;
- i) any actual or potential assignee, transferee, participant, sub-participant, delegate, or successor of the rights or business of CFHK;
- j) judicial bodies and public or government authorities (which may include regulators, securities exchange or other similar agencies or authorities, tax authorities, hospital authority, social welfare department and other authorities) in and outside Hong Kong; k) legal or other professional advisers and agents engaged by CFHK or its Affiliates;
- l) law enforcement bodies of Hong Kong (including but not limited to Hong Kong Police and Independent Commission Against Corruption) and those of other jurisdictions; and
- m) any party in respect of which such disclosure is requested and/or consented by you.

Other entities and third party service providers will also process Data. To the extent that CITICS, an Affiliate or third party service provider processes the Data, CFHK will obtain your consent on the disclosure and ensure that they execute agreements containing provisions preserving confidentiality and policies/procedures in place to comply with the applicable Data Protection Laws. Upon your request, we will also inform you the recipient's name and contact information, the purpose and method of handling, and the types of Data. Outsourcing arrangements are subject to due diligence and reasonably practicable monitoring to ensure an adequate standard of data privacy protection throughout the life of the outsourcing.

## 7. 直接營銷 Direct Marketing

信期香港可能將資料用於直接營銷，為此須事先獲得您的同意（包括表示不反對）。本公司可以不時使用您的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景、投資經驗及背景、風險承受能力用於直接營銷。向您促銷的產品、服務及項目可包括：

- a) 金融產品及服務；
- b) 保險、信用卡、銀行及相關服務及產品；
- c) 股份獎勵計劃；及
- d) 信期香港、其關聯公司或合作品牌夥伴提供之產品和服務。

以上產品、服務及項目可由以下機構提供或征求：

- a) 信期香港或其（香港或香港以外的）關聯公司；
- b) 中信證券、信期香港或其任何集團成員公司；
- c) 第三方金融機構、承包商、信用卡公司、證券及投資服務供應商；及
- d) 信期香港或其關聯公司的合作品牌夥伴。

本公司擬將上述資料提供給上述一個或多個機構用於直接營銷有關產品、服務及項目，而為此本公司須獲得您的書面同意（包括表示不反對）。本公司可能因將資料提供予上段所述機構而獲得金錢利益或其他利益，本公司會于征求資料當事人同意或不反對時通知資料當事人。

如果您不希望資料被用於直接營銷，您可以在《客戶開戶表格》中的相應方框中打勾或以書面形式通知我們，以行使其拒絕促銷的權利。行使其拒絕促銷權利的請求也可以發送給被公司之個人資料主任（聯繫方式見下面）。但是，如果直接營銷是以其代表公司或企業的身份發給您的，而不是以您的個人或個人身份發送給您的，則提出此類請求的權利不適用於您。

We may use Data for direct marketing purposes and requires your consent (which includes an indication of no objection) before it could do so. We may use your full name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background, investment experience and background, risk profile for direct marketing purposes. The following classes of products, services and initiatives may be marketed to you:

- a) financial products and services;
  - b) insurance, credit card and related services and products;
  - c) share ownership plan services;
  - d) products and services offered by CFHK's Affiliates or co-branding partners;
- The above products, services and initiatives may be provided or solicited by:

- a) CFHK or its Affiliates (in Hong Kong or outside Hong Kong);
- b) CITICS, CFHK or any group companies of CITICS or CFHK;
- c) third party financial institutions, insurers, securities and investment services providers; and
- d) co-branding partners of CFHK or its Affiliates.

We intends to use and to provide the above-mentioned Data to all or any of the above parties for use by them in marketing those products, services and initiatives, and we requires your written consent (which includes an indication of no objection) for that purpose. We may receive money or other benefits in return for providing the relevant Data to the above parties. When requesting the Data Subject's consent, we will inform him/her if it will receive any money or other benefits in return for providing the Data to any other party.

If you do not wish to have your Data used for direct marketing purposes, you may exercise your opt-out right by ticking the appropriate box in the Account Opening Form, or by notifying us in writing. Please address opt-out requests to CFHK's Data Protection Officer (contact details below). However, the right to make such a request is not applicable to you if the direct marketing is addressed to you in your capacity as a representative of a company or business and is not sent to you in your individual or personal capacity.

## 8. 轉移資料到香港以外 Cross-border Transfer of Data

為出於上文第 3 條規定的目的，您的資料可能會傳輸到其他不受資料保護法約束的國家/地區共享，而該等國家不同於向我們披露或接受資料的國家/地區。

跨境傳輸到另一個司法轄區的資料可能會根據該司法轄區適用的法律、規則、法規、指南、指令、命令和慣例進行披露、處理、存儲和維護。例如，就客戶關係管理、信用評估、風險管理、審計和資料處理或其他目的向中信期貨有限公司傳輸資料時，請注意資料將存儲在中國內地；因此存儲的資料受中華人民共和國（「中國」）的法律、法規、命令和慣例的約束，並受制于中國執法機構和監管機構。我們與中信期貨有限公司或（視情況而定）其他實體或服務提供商之間合同中規定的資料訪問限制不能凌駕於中國法律或監管要求或其他司法轄區的法律或監管要求之上。

就您的資料，於不同司法轄區的實體都遵守內部政策和程序，及適用的資料保護法。

For the purposes specified in clause 3 above, your Data may be transferred to or shared across other countries that may not be subject to Data Protection Laws similar to those prevailing in the jurisdiction in which such information is provided to or received by us.

Data transferred to another jurisdiction may be disclosed, processed, stored or maintained in accordance with the laws, rules, regulations,

guidelines, directives, orders and practices applicable in that jurisdiction. For example, in so far as Data is transferred to CITIC Futures Company Limited for customer relationship management, credit assessment, risk management, audit and data processing or other purposes, please be informed that the Data will be stored in the Mainland China; the Data so stored is subject to the laws, regulations, orders and practices of the People's Republic of China (「PRC」) and to access by PRC law enforcement agencies and regulators. Restrictions on data access as stated in the contract between CFHK and CITIC Futures Company Limited or (as the case may be) other entities or service providers cannot override PRC laws or regulatory requirements or those of other jurisdictions. All of our offices adhere to the internal policies and procedures with respect to your Data in compliance with applicable Data Protection Laws.

All of our offices adhere to the internal policies and procedures with respect to your Data in compliance with applicable Data Protection Laws.

## 9. 網站 Web-site

我們可以收集、處理和使用其網站瀏覽者的資料，以便為瀏覽者提供改進的產品和服務，以便為瀏覽者提供改進的產品和服務，使業務流程適應客戶的需求，並引導瀏覽者使用相關的產品信息和在線交易平台。Cookies 是網站伺服器放置在電腦或其他設備上的獨有標記，它包含可供發佈 Cookie 的伺服器以後讀取的信息。我們可以在本公司的網頁使用 Cookies。經這個途徑收集的信息（包括但不限於瀏覽者的登錄 ID、MAC 地址、IP 地址（和域名）、設備和技術、瀏覽器軟件、其瀏覽器的類型和配置、語言設定、地理位置、操作系統、外圍有關信息、引薦網站、瀏覽的頁面和內容，以及瀏覽時間）會作以下用途：

- a) 分析本公司網站的流量；
- b) 匯總有關瀏覽者如何到達和瀏覽本公司網站的統計資料；
- c) 改善用戶體驗；
- d) 客戶和用戶管理和營銷；
- e) 向訪客介紹本公司的服務和產品；及
- f) 評估本公司營銷計劃的有效性。

此類信息是匿名收集的，除非瀏覽者以客戶/用戶身份登錄，否則本公司無法識別他/她的身份。階段作業 Cookies 讓本公司的網站能夠跟蹤瀏覽者在頁面之間的移動，因此不會要求他/她提供已經提供給網站的相同信息。功能 Cookies 使瀏覽者可以快速地、輕鬆地瀏覽網站的多個頁面，而不必驗證或處理每個瀏覽的新區域。廣告 Cookies 讓信期香港可以在本公司的網站上提供與瀏覽者盡可能相關的廣告，例如通過挑選瀏覽者感興趣的廣告，或防止相同的廣告重複出現。

大多數網站瀏覽器最初都設置為接受 Cookies 的。如果您不想接收 Cookies，則可以在瀏覽器設置中禁用此功能。但是，這樣做的話可能無法完全享受本公司網站的好處，並且某些功能可能無法正常使用。

We may collect, process and use Data of visitors to its website in order to provide improved products and services to visitors, to adapt business processes to customers' needs, and to direct visitors to the relevant product information and online trading platforms. Cookies are unique identifiers placed on a computer or other device by a web server, which contains information that can later be read by the server that issued the cookie. We may use cookies on its website. The information collected (including but not limited to: visitor's logon ID, IP addresses (and domain names), browser software, types and configurations of his/her browser, language settings, geo-locations, operating systems, peripherals, referring website, pages and content viewed, and durations of visit) will be used for:

- a) analyzing our web-site's traffic;
- b) compiling aggregate statistics on how visitors reach and browse our websites;
- c) improving user experience;
- d) customer and user administration and marketing;
- e) informing visitors about our services and products; and
- f) gauging the effectiveness of our marketing initiatives.

Such information is collected anonymously and the visitor cannot be identified unless he/she has logged on as a customer/user. Session cookies enable our website to keep track of the visitor's movement from page to page so that he/she is not asked to provide the information already given to the site. Functionality cookies allow visitors to proceed through many pages of a site quickly and easily without having to authenticate or reprocess each new area he/she visits. Advertising cookies will allow CFHK to provide advertisements on our website which are as relevant to the visitor as possible, e.g. by selecting interest-based advertisements, or preventing the same advisement from constantly reappearing.

Most web browsers are initially set up to accept cookies. If you do not want to receive cookies, you can disable this function in your browser settings. However, by doing so, you may not be able to enjoy fully the benefits of our websites, and certain features may not work properly.

## 10. 在線/流動交易平台 On-line/Mobile Trading Platforms

信期香港也有為客戶提供在線和流動交易平台供他們使用。信期香港可以在這個過程中收集、轉移、存儲和使用有關客戶設備的技術、位置和登錄信息以及其他個人資料和相關信息（例如：MAC 地址和 IP 地址）、系統和應用軟件以及外圍設備。

CFHK also offers on-line and mobile trading platforms to its Customers. CFHK may, during the process, collect, transmit, store and use technical, location and login and other personal data and related information about the Customer's device (e.g. MAC address and IP address), system and application software, and peripherals.

當客戶使用任何此類交易平台時，信期香港和第三方供應商/許可方可以使用審核日誌、緩存、Cookies 和/或像素標記來收集此類信息並儲存客戶的編號。信期香港可以使用有關信息作各樣用途例如：安全監察、提供導航、提供軟件更新或產品支持、加強顯示信息的效率、使用平台時個性化客戶的體驗，以及進行在線跟蹤、客戶關係管理、合規監察和審查、風險管理等）。信

期香港也可以識別客戶使用的設備，以協助其使用服務或流動應用程式。本公司還可以收集有關服務或流動應用程式使用情況的統計信息，以改善設計和功能，了解其使用方式並協助其使用服務或流動應用程式。本公司還可以收集有關服務或流動應用程式使用情況的統計信息，以改善設計和功能，了解其使用方式並協助本公司解決有關服務或流動應用程式的問題。本公司建議客戶在使用前，仔細閱讀相關交易平台或（視情況而定）流動應用程式的《使用條款》。

When Customers use any such trading platforms, CFHK and third party vendors/licensors may use audit logs, cache, cookies and/or pixel tags to collect such information and store the Customer's preferences. CFHK may use the information for various purposes (for instance, security purpose, to facilitate navigation or provision of software updates or product support, to display information more effectively, and to personalize the Customer's experience while using the platform, as well as for on-line tracking, customer relationship management, compliance monitoring and checking and risk management). CFHK may recognize the device used by the Customer in order to assist his/her use of the service or the mobile application. We may also gather statistical information about the usage of the service or mobile application in order to improve the design and functionality, understand how it is used and to assist CFHK with resolving issues regarding it. Customers are advised to review the Terms of Use of the relevant trading platform or (as the case may be) the mobile application carefully before using it.

## 11. 外部鏈接

### External Links

如果信期香港的網站或平台里有指向其他網站的鏈接，則這些網站不會根據本聲明運作。本公司建議瀏覽者先審查這些網站的私隱聲明，以了解其關於收集、使用、轉移和披露個人資料的政策。對於連接到我們網站的任何其他網站或頁面的內容以及任何此類鏈接網站或頁面的使用，我們概不負責。提供此鏈接僅是為了您的方便和信息。以下鏈接到任何其他網站或頁面的風險由您自行承擔。

If any part of the CFHK's website or platform contains links to other websites, those sites do not operate under this Statement. Visitors are advised to check the privacy statements of those websites to understand their policies on the collection, usage, transfer and disclosure of personal data. We will be not responsible for the content of any other websites or pages linked to or linking to our website and usage of any of such linked websites or pages. Such links are provided solely for your convenience and information. Following links to any other websites or pages shall be at your own risk.

## 12. 保存

### Retention

信期香港遵循保存政策，以確保資料被保存的時間不會長於手機它目的所需的時間及符合適用法律和法規要求。

CFHK follows retention policies to ensure that Data is retained only so long as required for the purposes for which it was collected, and as necessary to comply with applicable legal and regulatory requirements.

## 13. 您的權利

### Your Rights

根據適用的資料保護法，您有權享有以下權利：

- a) **被告知** - 如本聲明中所述您有權被告知您的資料的收集和使用情況。根據您的要求，我們將向您提供本公司關於資料的政策和做法，其中包括處理您的資料的目的、處理方法、保留政策以及將與誰共享；
  - b) **決定** - 您有權決定處理您的資料；
  - c) **訪問** - 您有權索取我們正在處理有關您的資料的副本。如果您需要額外的副本，我們可能需要收取合理的費用；
  - d) **更正** - 您有權要求我們更正您的資料中的任何錯誤，無論是不完整的還是不準確的；
  - e) **消除** - 您有權要求消除與您有關的資料。如果出現以下情況，我們可能會刪除您的資料：
    - i) 處理目的已經實現、無法實現或不再需要實現的；
    - ii) 我們停止提供產品或服務，或約定的保留期限已過；
    - iii) 您的同意已被撤回；
    - iv) 處理您的資料違反法律、行政法規或協議的；或者
    - v) 法律、行政法規規定的其他情形。
- 除非適用法律和法規要求我們維護資料，或者在技術上不可行，在這種情況下，我們將採取必要的安全措施。
- f) **可攜帶性** - 您有權以結構化、常用可讀的格式接收您提供給我們的資料，並有權在某些情況下將該資料傳輸給第三方；
  - g) **反對** - 您有權 (i) 隨時反對出於直接營銷目的處理您的資料，以及 (ii) 反對我們處理您的資料，即便此類處理的法律依據是出自我們或第三方追求合法利益，我們也將遵循您的要求，除非我們提供令人信服的法律依據；
  - h) **處理限制** - 您有權在某些情況下要求限制我們處理您的資料，但法律或行政法規另有規定的除外；
  - i) **撤銷同意** - 如果我們依賴您的同意（或明確同意）作為我們處理您資料的法律依據，您有權隨時撤銷該同意。

在處理查閱或更正資料要求時，我們將核對請求人的身份，以確保他/她是合法有權提出查閱或更正資料要求的人。請將訪問和/或更正個人資料的請提交給資料保護主任（聯繫方式如下）。我們可能會就遵守資料存取要求收取合理費用。

資料當事人或其他第三方向我們提供（或授權提供）資料並保證該等資料真實、準確和完整，並同意若資料更改將以書面形式通知我們。

Subject to applicable Data Protection Laws, you are entitled to the following rights:

- a) **Being informed** - You have the right to be informed about the collection and use of your Data as stated in this Statement. Upon your request, we will provide you with the CFHK's policies and practices in relation to the Data which includes the purposes for processing your Data, processing method, our retention policy, and who it will be shared with;
- b) **Deciding** - You have right to decide on the processing of your Data;
- c) **Access** - You have the right to request a copy of the Data that we are processing about you. If you require additional copies, we may need to charge a reasonable fee;

- d) Rectification** - You have the right to require the correction of any mistake in the Data, whether incomplete or inaccurate, that we hold about you;
- e) Erasure** - You have the right to require the erasure of Data concerning you. We may delete your Data if:
- i) where the purpose of processing has been achieved, unable to achieve, or is no longer necessary to achieve;
  - ii) where we stop providing products or services, or the agreed storage period has expired;
  - iii) where your consent has been withdrawn;
  - iv) where the processes of your Data is in violation of laws, administrative regulations, or the agreement; or
  - v) any other circumstance as prescribed by laws and administrative regulations, except that we are required to maintain the Data by applicable laws and regulations or it's not technically doable in which case we will take necessary safety measures.
- f) Portability** - You have the right to receive the Data concerning you that you have provided to us, in a structured, commonly used, and machine-readable format and have the right to transmit that Data to a third party in certain situations;
- g) Objection** - You have the right to (i) object at any time to the processing of your Data for direct marketing purposes and (ii) object to our processing of your Data where the legal ground of such processing is necessary for legitimate interests pursued by us or by a third party. We will then abide by your request unless we can demonstrate compelling legal grounds for the processing;
- h) Restriction of processing** - You have the right to request that we restrict our processing of your Data in certain circumstances, except as otherwise provided by any laws or administrative regulation;
- i) Withdrawal of consent** - If we rely on your consent (or explicit consent) as our legal basis for processing your Data, you have the right to withdraw that consent at any time.

When handling a data access or correction request, we will check the identity of the requestor to ensure that he/she is the person legally entitled to make the data access or correction request. Please address requests for access and/or correction of personal data to the Data Protection Officer (contact details below). CFHK may charge a reasonable fee for complying with a data access request.

Data Subjects and other third parties who provide (or authorize the provision of) Data to us represent and warrant that such Data is true, accurate and complete and shall notify us in writing immediately upon any changes in Data previously provided to us.

#### 14. 資料安全保護措施 Data Security Protection Measures

信期香港已採取合理的安全措施來保護資料免受非法處理、破壞或意外。本公司使用電子安全措施來控制資料的接觸，包括使用密碼、防火牆、加密措施，以便在使用前對信息系統進行身份驗證和授權。本公司也採用了記錄保存機制來維護處理或使用的資料時涉及的相關記錄，例如記錄處理目的、資料當事人的類型和資料接受者。本公司會對資料轉移進行內部審查，並定期對資料傳輸、整理、信息系統和網絡安全結構進行隨機審查。信期香港也採用了合理的措施來保護和控制資料和其他保密信息，包括但不限於：防火、防止煙霧和水的損害、火災和緊急警報系統、密碼鎖定的文件、使用保護裝置或其他設備以防止丟失或未經授權刪除手動保存的資料、限制接觸以防止未經授權讀取資料和文檔。

CFHK has implemented reasonable security measures to protect Data from risks such as illegal processing, destruction or accidental loss. We use electronic security measures to control access to Data, including the use of passwords, firewalls and mechanisms to encrypt Data, such that the information systems are authenticated and authorized prior to usage. CFHK has applied a record-keeping mechanism to maintain relevant records when processing or using Data, such as recording the purpose of processing, the type of Data Subject and the data recipient. We shall implement internal reviews on Data transfer and conduct regular random checks on Data transmission, organization, information systems and network security structures. CFHK has also taken reasonable measures to secure and control the physical security of Data or other confidential information, including but not limited to: fire prevention; prevention of smoke and water damage, fire and emergency alarm systems, password-locked files, protective devices or other equipment to prevent loss or unauthorized deletion of manually saved data, restricted access to prevent unauthorized access to Data and documents.

雖然我們努力保護您的資料，但我們無法確保您可能通過使用不安全瀏覽器的方法傳輸給我們的任何資料的安全性，我們敦促您採取一切預防措施保護您的資料並使用安全瀏覽器。

While we strive to protect your Data, we cannot ensure the security of any Data which you may have transmitted to us via methods using an unsecure browser, and we urge you to take every precaution to protect your Data and use a secure browser.

#### 15. 其他 Miscellaneous

信期香港可以在任何時候未經事先通知的情況下修改、更新或者修訂本聲明。如果信期香港決定這樣做，只需將這些修改、更新或修訂通知資料當事人即可。本公司會將修訂版本發佈在公司網站上。任何此類更改、更新或修訂將在發佈後立即生效。CFHK may, at any time and without prior notice, amend, update or modify this Statement, simply by notifying Data Subjects of such amendment, update or modification. If CFHK decides to do so, we shall post the revised version on our website. Any such change, update or modification will be effective immediately upon posting.

本聲明不會限制閣下在個人資料（私隱）條例下享有的權利。  
Nothing in this Statement shall limit your rights under the Personal Data (Privacy) Ordinance.

本聲明將構成閣下與中信信期證券或中信期貨國際訂定之所有合約、協議及其他具約束力的合同之組成部份。  
This Statement shall become an integral part of all contracts, agreements and other binding agreements which you enter into with CITIC CFI SECURITIES or CFI.

如本聲明中、英文版本有任何歧義，則以英文版本為準。  
In the event of discrepancy between the Chinese version and the English version of the Statement, the English version shall prevail.

如對本聲明或信期香港的其他個人資料私隱政策或措施有任何疑問，請聯繫：  
資料保護主任  
中信信期證券/中信期貨國際

地址：香港中環添美道 1 號中信大廈 23 樓 2312-2316

Any enquiries regarding this Statement or CFHK's other personal data privacy policies or practices may be addressed to:  
Data Protection Officer  
CITIC CFI SECURITIES/CFI  
2312-2316, 23th Floor, CITIC Tower 1, Tim Mei Road Central, Hong Kong



## 附件 III: 客戶須知

### Appendix III: Notice to Customers

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明的同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “**Terms and Conditions**”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

#### 客戶需具備的開戶條件 Requirements for Customers to Open an Account

1. 客戶須以真實的、合法的身份開戶。  
Customers shall use authentic and legal identities to open an account.
2. 客戶須保證資金來源的合法性並符合所有適用司法地區的法律及法規。客戶須保證所提供的身份證、護照、通行證等其他有關資料的真實性、合法性及有效性。  
Customers shall guarantee that the source of fund is legal and in compliance with laws and regulations of all applicable jurisdictions and that the Customer’s identity card, passport, entry permit or other relevant information are genuine, legal and valid.

#### 客戶需知曉的事項 Information for Customers

1. 知曉證券交易風險 Knowledge on risks of Securities trading  
客戶應知曉從事證券交易具有風險，並已學習、掌握證券交易風險管理制度。客戶應在開戶前對自身的經濟承受能力和心理承受能力做出客觀判斷，應仔細閱讀條款以及有關香港個人資料（私隱）條例之聲明。  
Customers shall be aware that Securities trading are risky and ensure that they have already studied carefully and understood the risk management rules concerning Securities trading. Before opening an account, Customers shall make an objective assessment of their risk-taking level from a financial and psychological perspective, and read carefully the terms and conditions and the statement relating to the Personal Data (Privacy) Ordinance of Hong Kong.
2. 知曉證券交易規則 Knowledge on the rules for Securities Trading  
客戶應知曉證券的法規和交易規則。各交易所的證券交易規則在其相關網站有公示，客戶應在交易過程中嚴格遵守。  
Customers shall have a clear understanding of the laws, regulations and trading rules for Securities trading. Trading rules for Securities of the relevant exchanges are published on their respective websites. Customers shall strictly adhere to such rules in the course of trading.
3. 知曉客戶本人須對其代理人的代理行為承擔民事責任 Knowledge on Customer’s civil liabilities arising out of the acts of their agent  
客戶代理人是基於客戶的授權，代表客戶實施民事行為的人，代理人向客戶負責。代理人在代理許可權內以客戶名義進行的行為即視為客戶自己進行的行為，客戶對代理人代理行為的後果承擔一切責任。  
The Customer’s agent is authorized by the Customer to perform civil acts on its behalf, and the agent is accountable to the Customer. Civil acts performed by an agent in the Customer’s name within the scope of the agency shall be regarded as being performed by the Customer himself. The Customer shall bear all liabilities arising out of the acts of the agent.
4. 知曉密碼的使用及管理 Knowledge on the use and management of password  
客戶會同時獲取客戶帳號及相對應的初始交易密碼及初始資金密碼。獲取帳號視同已獲取相對應的密碼。客戶知曉應在首次轉入資金前更改上述密碼，無論任何情況客戶首次轉入資金後即被視為已修改初始密碼。  
Customers will be provided with an account number and the corresponding initial transaction password and initial transfer password. Being provided with an account number shall be deemed as having the corresponding password at the same time. Customers shall change the password before depositing any fund for the first time. In any event, Customers shall be deemed to have changed the password after they deposited the fund for the first time.  
  
客戶應避免使用本人證件上相關資料作為使用密碼並有義務妥善及安全地保管自己的交易密碼及資金密碼。因客戶未能妥善及安全地保管上述密碼而造成的一切後果由客戶自行承擔。  
Customers shall avoid using any data on their identity documents as a password and shall have the obligations to properly and securely keep the transaction password and the transfer password. Customers shall bear the entire liabilities arising out of the failure in keeping the passwords properly and securely.
5. 知曉通知事項查詢方式 Knowledge on notifiable events and enquiry channels  
中信信期證券將不時發出通知事項，包括但不限於交易所交易規則變更通知，中信信期證券孖展、手續費等交易通知，客戶交易結算報告，中信信期證券交易系統、行情系統、網站變更通知等等。中信信期證券將通過中信信期證券網站、客戶網上交易端等管道向客戶發佈不涉及客戶私有交易情況的通知事項。客戶交易結算報告、孖展通知等客戶私有報告或通知事項將通過客戶本身提供的電郵地址或中信信期證券向客戶提供的電郵位址單獨發佈。中信信期證券通過上述任何一種方式發佈通知事項即視為已履行了對客戶的通知義務。  
From time to time, CITIC CFI SECURITIES will notify the Customer of, including, but not limited to, amendments of trading rules, change of CITIC CFI SECURITIES’s Margin requirements, transaction fees, notices of Margin call, notices of forced liquidation, and notices on the change of CITIC CFI SECURITIES’s trading system, quote system and websites. CITIC CFI SECURITIES will inform the Customers of notifiable events that are not related to Customers’ private transactions through different channels including the website of CITIC CFI SECURITIES and the Customers’ online trading terminal. Private reports and/or notifications, such as the customer transaction and settlement reports, notices of Margin call and notices of forced liquidation will be sent to the Customers separately through e-mail address as provided by the Customers to CITIC CFI SECURITIES or as provided by CITIC CFI SECURITIES to the Customers. CITIC CFI SECURITIES’s dissemination of notifications through any of the above channels will be regarded as having fully discharged its obligations of notification owed to the Customers.

6. 知曉風險控制原則/措施 Knowledge on risk management rules/measures

客戶通過中信信期證券進行證券交易即同意中信信期證券有權進行風險控制。中信信期證券有權在證券交易相關法律法規等許可的範圍內按照雙方約定的風險控制條件實施相應風險控制措施。中信信期證券按照約定的條件實施的風險控制措施產生的一切責任、損失和費用均由客戶完全承擔。

If the Customers conduct Securities trading through CITIC CFI SECURITIES, the Customers will be deemed to have agreed that CITIC CFI SECURITIES shall have the right to conduct any risk management measures. So far as not contravening any laws and/or regulations relating to the respective Securities trading, CITIC CFI SECURITIES shall have the right as agreed by the Customer to take any risk management measures. Customers shall bear the entire liabilities, losses and expenses incurred or caused by any risk management measures taken by CITIC CFI SECURITIES within the scope as agreed.

## 附件 IV: 免責聲明

### Appendix IV: Disclaimer

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明的同同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “**Terms and Conditions**”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

中信信期國際證券有限公司（「**中信信期證券**」）及香港交易所資訊服務有限公司均竭力確保所提供資訊的準確和可靠度，但不能保證其絕對準確和可靠，且亦不會承擔因任何不準確或遺漏而引起的任何損失或損害的責任（不管是侵權法下的責任或合約責任又或其他責任）

CITIC CFI Securities Company Limited (“**CITIC CFI SECURITIES**”) and HKEX Information Services Limited endeavor to ensure the accuracy and reliability of the information provided, but cannot guarantee its accuracy and reliability, and will not be liable for any inaccuracy or omission. Liability for any loss or damage (whether by liability under contractual tort or contractual liability or other liability)

中信信期證券提供的內容和資訊乃根據公開資料分析和演繹，該公開資料，乃從可靠來源搜集，這些分析和資訊並未經獨立核實和中信信期證券並不保證其準確性、完整性、即時性或者正確性。在本網站的報價價格、圖、購買或出售評論應該謹慎作為參考使用，中信信期證券不應該被視為游說任何訂戶或訪客執行任何交易，您須為所有跟隨在本網站的評論和購買或出售執行交易負責。

The content and information provided by CITIC CFI SECURITIES are prepared and interpreted based on publicly available information collected from reliable sources. These analyses and information have not been independently verified by CITIC CFI SECURITIES. CITIC CFI SECURITIES does not guarantee its accuracy, completeness, timeliness or correctness. The quoted price, map, purchase or sale comments provided by CITIC CFI SECURITIES should be used with caution as a reference. CITIC CFI SECURITIES shall not be considered to lobby any subscriber or visitor to perform any transaction, you shall take responsible for the purchase or sale of the executed transaction.

中信信期證券之資訊服務基於（現況）及（現有）提供，資訊和內容如有更改恕不另行通知。

The information services of CITIC CFI SECURITIES are provided based on (current status) and (existing). The information and contents provided by CITIC CFI SECURITIES are subject to change without notice.

中信信期證券有權但無此義務，改善或更正所提供的資訊和內容的任何部分之錯誤或疏失。用戶在沒有中信信期證券明確的書面同意情況下，不得以任何方式複製、傳播、出售、出版、廣播、公布、傳遞資訊內容或者利用在中信信期證券公布的資訊和內容作商業用途。投資股票和其它有價證券附帶風險，中信信期證券不能並不會保證任何在中信信期證券現在或未來的購買或出售評論和訊息會否帶來贏利。過往之表現不一定反映未來之表現，中信信期證券不可能作出該保證及用戶不應該作出該假設。

CITIC CFI SECURITIES has the right but not the obligation to improve or correct any errors or omissions in any part of the content and information provided by CITIC CFI SECURITIES. Users may not copy, distribute, sell, publish, broadcast, publish, transmit or use the information and content on this website for commercial purposes in any way without the written consent from CITIC CFI SECURITIES. Investing in stocks and other securities carries risks, CITIC CFI SECURITIES cannot guarantee, and the subscriber or website visitor should not assume, that the future performance will equal past performance.

中信信期證券對於任何從中信信期證券服務所獲得的資訊、內容或廣告，不聲明或保證其內容之正確性或可靠性。對於您透過中信信期證券之廣告、資訊或邀約而展示、購買或取得之任何產品、資訊資料，本公司亦不負品質保證之責任。

CITIC CFI SECURITIES does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from any of the content and information provided by CITIC CFI SECURITIES. CITIC CFI SECURITIES is also not responsible for the quality assurance of any products or products information that you purchase or obtain through advertisements, information or offers from the content and information provided by CITIC CFI SECURITIES.

## 附件 V: 中信信期國際證券有限公司(「中信信期證券」)的「海外賬戶稅收合規法案」和「共同匯報標準條例」政策

### Appendix V: Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standard (“CRS”) Policies of CITIC CFI Securities Company Limited (“CITIC CFI SECURITIES”)

根據美利堅合眾國（「美國」）頒佈由 2010 年 3 月 18 日起生效的《海外賬戶稅收合規法案》（「FATCA」）及美國政府與中華人民共和國香港特別行政區（「香港」）政府於 2014 年訂立的政府間協議，香港金融機構須向稅務及 / 或其他政府機關申報客戶的某些資料，並在若干情況下對客戶美國來源的固定、可審定、年度或定期性收入預扣稅款。

Under Foreign Account Tax Compliance Act (“FATCA”) enacted by the United States of America (“U.S.”) and became effective on 18 March 2010 and the Inter-governmental Agreement entered into between the U.S. government and the government of Hong Kong Special Administrative Region of the People's Republic of China (“Hong Kong”) in 2014, financial institutions in Hong Kong are required to report certain information of their clients to tax and/or other governmental authorities and withhold on clients' U.S. source Fixed, Determinable, Annual, or Periodical income in certain circumstances.

香港亦已通過本地法例，落實執行共同匯報標準條例（「共同匯報標準條例」），據此，金融機構必須向香港政府當局(如香港稅務局)申報有關客戶的稅務居民身份的若干資料，而有關資料亦可提供予若干外地政府當局。

Hong Kong has also passed local legislation to implement the Common Reporting Standard (“CRS”) under which financial institutions must report certain information with respect to tax residency of their clients to the Hong Kong Government Authority (e.g. Hong Kong Inland Revenue Department), which may be shared with certain offshore Government Authorities.

為符合有關 FATCA、共同匯報標準條例及其他相關規例的監管規定，中信信期證券實施本附件載列的條款和條件，以規管客戶與中信信期證券之間的相關權責。

For compliance with the regulatory requirement in relation to FATCA, CRS and other related regulations, CITIC CFI SECURITIES implemented the terms and conditions of this Appendix to govern the relevant rights and obligations between the clients and CITIC CFI SECURITIES.

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明的同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “Terms and Conditions”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

#### 1. 私隱豁免 Privacy Waiver

1.1 客戶不可撤回地授權中信信期證券向相關司法管轄區內的合資格監管或政府機關（包括但不限於美國國家稅務局、美國財政部和香港稅務局）披露及/或提交由客戶提供的資料（包括但不限於個人/機構資料），以符合 FATCA、共同匯報標準條例及其他相關法規、守則和規則的規定。

The Customer hereby irrevocably authorizes CITIC CFI SECURITIES to disclose and/or submit such information provided by the Customer, including without limitation to personal/institutional information, to the competent regulatory or governmental authorities in the relevant jurisdiction (including without limitation to U.S. Internal Revenue Service, U.S. Department of the Treasury and Hong Kong Inland Revenue Department) for compliance with the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

客戶也確認，中信信期證券並不一定會將其按照適用法規披露或提交所需資料一事通知客戶，客戶也同意不會要求中信信期證券須在其向有關機關披露或提交資料之前或之後向客戶作出上述通知。

The Customer further acknowledges that CITIC CFI SECURITIES may not notify the Customer of such disclosure or submission as required by the applicable laws or regulations, and agrees that it will not require CITIC CFI SECURITIES to make such notification to the Customer before or after the disclosure or submission of the information to the relevant authorities.

#### 2. 提供資料的其他保證 Further Assurance for Provision of Information

2.1 符合 FATCA、共同匯報標準條例及其他相關法規、守則和規則的規定，客戶承諾及時向中信信期證券提供所需資料，包括但不限於客戶在中信信期證券不時指定的表格和相關帳戶開立表格以及相關報稅表上填報的個人 / 機構資料。

The Customer undertakes that it will promptly provide CITIC CFI SECURITIES such information, including without limitation to the personal/institutional information in the relevant account opening forms designated by CITIC CFI SECURITIES from time to time and the relevant tax forms completed by the Customer, for compliance with the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

2.2 客戶須確保根據第 2.1 條向中信信期證券提供的所有資料保持真確、完備及準確，並無誤導成分。

The Clients shall ensure that the information provided to CITIC CFI SECURITIES under section 2.1 shall always be true, complete and accurate without misleading in all material aspects.

2.3 客戶也承諾，如根據第 2.1 條向中信信期證券提供的任何資料在任何時候更改或變得失實、不完備、不準確或具有誤導成分，客戶將從速（並無論如何，在 30 天內）通知中信信期證券，並向中信信期證券提供所需的最新資料。

The Clients further undertakes that it will promptly (and in any event, within thirty (30) days) notify CITIC CFI SECURITIES whenever any information provided to CITIC CFI SECURITIES under section 2.1 is changed or becomes untrue, incomplete, inaccurate or misleading and provide CITIC CFI SECURITIES with the necessary updated information.

2.4 中信信期證券提出要求時，客戶須從速（並無論如何，在 30 天內）向中信信期證券提供所需的額外或替代證明文件、表格及其他文件證據，包括但不限於期滿失效的報稅表（如有）的替代報稅表、客戶的書面國籍聲明、喪失美國國籍證明書及私隱條例的豁免。

Upon CITIC CFI SECURITIES's request, the Customer shall promptly (and in any event, within thirty (30) days) provide CITIC CFI

SECURITIES such additional or substitute certificates and forms and other documentary evidence, including without limitation to the substitute tax forms of expired tax forms (if any), the Customer's written nationality statement, certificate of loss of U.S. nationality and privacy waivers.

- 2.5 客戶確認及同意，如客戶未有向中信信期證券提供此第 2 條要求提供的資料，中信信期證券可按其唯一及絕對酌情決定權，更改客戶帳戶的 FATCA 或共同匯報標準條例狀況、暫停客戶帳戶的交易活動、預扣客戶帳戶內的資產、取消客戶帳戶或出售帳戶內的資產，以產生可預扣稅款。

The Customer acknowledges and agrees that failure to provide CITIC CFI SECURITIES information, as required under this Section 2, will entitle CITIC CFI SECURITIES to change the FATCA or CRS status of the Customer's account, suspend the trading activities under the Customer's account, withhold the assets in the Customer's account, close the Customer's account, or sell the assets in the account to produce withholdable payments at CITIC CFI SECURITIES's sole and absolute discretion.

- 2.6 中信信期證券將遵照《個人資料（私隱）條例》及其他適用資料私隱政策保留及使用客戶的個人/機構資料。CITIC CFI SECURITIES will keep and use the Customer's personal/institutional data in compliance with the Personal Data (Privacy) Ordinance and other applicable data privacy policy.

### 3. Withholding Authorization 預扣稅款的授權

- 3.1 客戶授權中信信期證券在其按唯一絕對酌情決定權認為出現以下情況時，預扣客戶帳戶內的所有資產或其任何部分（以現金或其他形式持有）或出售帳戶內的資產以產生可預扣稅款：

The Customer hereby authorizes CITIC CFI SECURITIES to withhold any part of or all assets in the Customer's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at CITIC CFI SECURITIES's sole and absolute discretion:

- (a) 客戶未能及時向中信信期證券提供所要求的資料或文件或客戶所提供的任何資料或文件不是最新，準確或完整的，使得中信信期證券無法確保其能持續符合或依從 FATCA 的規定；

The Customer does not provide CITIC CFI SECURITIES with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete such that CITIC CFI SECURITIES is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;

- (b) 客戶的 FATCA 狀況被界定為不合作或不合規海外金融機構；  
the FATCA status of the Customer is identified as recalcitrant or non-participating foreign financial institutions;

- (c) 並無可靠證據可將客戶視為已獲豁免遵守 FATCA 或其他相關規例的預扣稅規定；  
there is no reliable evidence to treat the Customer as exempted from withholding requirement under FATCA or other relevant regulations;

- (d) 相關司法管轄區內的合資格監管或政府機關規定徵收預扣稅；或  
the withholding is required by competent regulatory or governmental authorities in the relevant jurisdiction; or

- (e) 為符合 FATCA 及其他相關法規、守則和規則的規定而必須或適宜預扣稅款。  
the withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules.

### 4. Indemnification 彌償

- 4.1 客戶同意彌償中信信期證券及其董事、管理人員、僱員和代理人（「**獲彌償人士**」）因以下情況而引致、就以下情況而產生或據此針對獲彌償人士提出的一切損失、法律責任、成本、申索、訴訟、要求或開支（包括但不限於對前述任何情況提出爭議或抗辯而產生的一切合理成本、支出和開支）：

The Customer hereby agrees to hold CITIC CFI SECURITIES and its directors, officers, employees and agents (the "**Indemnified Persons**") indemnified against all losses, liabilities, costs, claims, actions, demands or expenses (including but not limited to, all reasonable costs, charges and expenses incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur or which may be made against the Indemnified Persons arising out of, or in relation to or in connection with:

- a. 客戶違反或被指違反本附件的任何條款和條件（不論是出於客戶的作為或不作為）；及  
any breach or alleged breach of the terms and conditions hereunder, whether by act or omission, of the Customer; and
- b. 客戶及 / 或客戶帳戶在任何方面不符合 FATCA、共同匯報標準條例或任何其他適用法規、守則和指令，  
any non-compliance of FATCA, CRS or any other applicable laws, regulations, codes, and orders in relation to the Customer and/or the Customer's account,

但如有關損失或損害賠償是出於獲彌償人士的故意失責或欺詐則另作別論。  
except where such loss or damages arises from willful default or fraud of the Indemnified Persons.

- 4.2 客戶承諾對中信信期證券為符合 FATCA、共同匯報標準條例及其他適用法規、守則和指令的規定而引致或涉及的任何事宜所產生的任何處事程式或調查提供協助。在這情況下，中信信期證券如得知出現上述處事程式將通知客戶，除非適用法規禁止則另作別論。

The Customer undertakes to assist CITIC CFI SECURITIES in any proceeding or investigation arising in any matter out of or in connection with the compliance with the requirements under FATCA, CRS and other applicable laws, regulations, codes, and orders. In such case, CITIC CFI SECURITIES will notify the Customer when CITIC CFI SECURITIES becomes aware of such proceedings unless prohibited by applicable laws and regulations.

- 4.3 如客戶根據本條款向獲彌償人士支付的任何款項須扣除或預扣稅項，就該須扣除或預扣稅項的應付款項，客戶應增加該款項至

確保，在需要扣除或預扣後，獲彌償人士於到期日收到及保留（就上述扣減，預扣或支付無任何賠償責任）的淨款額相等於獲彌償人士在應或未扣減，預扣或付款前的應收款項。

If any payment to be made by the Customer to the Indemnified Persons under the clauses hereunder is subject to deduction or withholding tax, the sum payable by the Customer in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Indemnified Persons receive on the due date and retain (free from any liability in respect of such deduction, withholding or payment) a net sum equal to what the Indemnified Persons would have received if no such deduction, withholding or payment been made or required to be made.

4.4 儘管客戶不再是帳戶持有人或終止任何帳戶，客戶應繼續受本條款的規定約束。

The Customer shall continue to be bound by the provisions of this clause despite the Customer ceasing to be an Account holder or the termination of any account.

#### 5. 納入條件和條款 **Incorporation with the Terms and Conditions**

5.1 本附件須視作納入有關客戶帳戶的條件和條款作為當中的一部分，並可由中信信期證券按其唯一絕對酌情決定權不時作出修訂。如條件和條款與本附件有任何衝突或抵觸，一概以本附件的條款為準。

This Appendix shall be deemed to be incorporated as a part of the Terms and Conditions in relation to the Customer's account and subject to amendments made by CITIC CFI SECURITIES from time to time at CITIC CFI SECURITIES's sole and absolute discretion. In case of conflict or inconsistency between the Terms and Conditions and this Appendix, the terms of this Appendix shall prevail.

5.2 除非另行訂明，否則本附件所用詞彙與有關客戶帳戶的條件和條款所界定詞彙具有相同涵義。

Unless otherwise defined, capitalized terms in this Appendix shall have the same meaning as defined under the Terms and Conditions in relation to the Customer's account.

#### 6. 語言 **Language**

6.1 本附件以中英文書寫，如有任何衝突或不一致，以英文版本為準。

This Appendix is prepared in both English and Chinese. If there are any conflicts or inconsistencies, the English version shall prevail.

## 附件 VI: 中華通條款及細則

### Appendix VI: China Connect Terms and Conditions

適用性

本附件適用於中信信期國際證券有限公司(「本公司」)通過中華通進行的交易。本附件為本協議的補充條款並應與此等條款以及可能不時修訂的適用於本公司提供的服務的任何其他條款和條件一同閱讀。本附件為本協議的組成部分。

Applicability

This Appendix governs the trading of CITIC CFI Securities Company Limited (“the Company”) via China Connect. It supplements, and should be read together with, the Terms and any other terms and conditions governing the services provided by the Company, as they may be amended from time to time. It forms an integral part of the Agreement.

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明的同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “**Terms and Conditions**”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

#### 1. 定義和詮釋:

Definitions and Interpretation:

##### 1.1 在本附件 VI 中，除非上下文另有要求，下列表述應具有以下含義:

In this Appendix VI, the following expressions, unless the context requires otherwise, shall have the following meanings:

「A 股」指由中國內地註冊公司發行的任何在中國內地交易所（包括上交所和深交所）而非聯交所上市和交易的證券。

"A Shares" means any securities issued by companies incorporated in Mainland China which are listed and admitted to trading on the stock exchanges of Mainland China (including SSE and SZSE) and not on SEHK.

「聯屬公司」指就任何人士而言，由該人士直接或間接控制的實體，直接或間接控制該人士的任何實體或與該人士直接或間接共同被控制的實體。本定義中「控制」任何實體或人士指擁有該實體或人士的多數投票權。

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

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

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

「現金」指我們根據本中華通條款收到的人民幣現金或現金等價物。

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

「中華通」指滬港股票市場交易互聯互通機制，或深港股票市場交易互聯互通機制，或其他聯交所與將要建立的證券交易和結算互聯互通機制（如適用）。

"China Connect" means Shanghai-Hong Kong Stock Connect or Shenzhen-Hong Kong Stock Connect, or such other securities trading and clearing links program developed or to be developed between SEHK and a trading platform in Mainland China, as applicable.

「中華通監管機構」指管理及提供中華通及與中華通有關服務的交易所，清算系統和監管機構，包括但不限於，聯交所、香港結算、聯交所附屬公司、中國結算、中華通市場營運者、中國證監會、人民銀行、外管局、香港證監會和其他對中華通具有管轄權、職權或責任的管理機構、代表機構或監管機構。

"China Connect Authorities" means the exchanges, clearing systems and regulators which provide services in relation to and/or regulate China Connect and activities relating to China Connect, including without limitation, SEHK, HKSCC, an SEHK Subsidiary, ChinaClear, a China Connect Market Operator, the CSRC, PBOC, SAFE, SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.

「中華通法律」指中華通監管機構就中華通或與中華通活動不時頒佈的法律、法規和指引包括但不限於中華通規則。

"China Connect Laws" means the laws, regulations, rules and guidelines promulgated by any China Connect Authority from time to time in respect of China Connect or any activities arising from China Connect, including without limitation, the China Connect Rules.

「中華通市場」指（如適用）上交所或深交所。

"China Connect Market" means the SSE or SZSE, as applicable.

「中華通市場營運者」指（如適用）上交所或深交所。

"China Connect Market Operator" means the SSE or SZSE, as applicable.

「中華通市場系統」指由中華通市場營運的用於在有關中華通市場營運者進行中華通證券交易的系統。

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

「中華通規則」指由任何中華通監管機構不時頒佈或適用於中華通或中華通有關活動的任何規則、政策或指引。  
"China Connect Rules" means any rules, policies or guidelines published or applied by any China Connect Authority from time to time in respect of China Connect or any activities arising from China Connect.

「中華通證券」指任何在中華通市場上市，並適合香港和國際投資者通過中華通進行交易的證券。  
"China Connect Securities" means any securities listed on a China Connect Market which may be eligible for trading by Hong Kong and international investors through China Connect.

「中華通服務」指聯交所附屬公司向中華通市場傳送交易所參與人下達的北向交易訂單以買賣中華通證券的訂單傳送安排服務，以及其他相關支援服務。  
"China Connect Service" means the order-routing service through which Northbound orders placed by an Exchange Participant may be transmitted by an SEHK Subsidiary to a China Connect Market for the buying and selling of China Connect Securities and any related supporting services.

「中華通條款」指本附件 VI，以及可能不時作出的修訂、補充、修改或變更。  
"China Connect Terms" means this Appendix VI, as may be amended, supplemented, modified or varied from time to time.

「創業板股份」指任何不時獲接納于深交所營運的創業板市場上市及買賣的證券。  
"ChiNext Shares" means any A Shares accepted for listing and admitted to trading on the ChiNext market operated by the SZSE from time to time.

「熔斷機制」指深交所根據熔斷機制條文在深交所實施或啟用的任何措施。  
"Circuit Breaker" means any measures that may be imposed or activated by a China Connect Market Operator on the relevant China Connect Market in accordance with the Circuit Breaker Provisions.

「熔斷機制條文」指深交所規則中，可據此目的實施熔斷機制，以（其中包括）減低或避免在深交所買賣的證券價格大幅上漲或下跌的相關條文（包括應用及撤銷熔斷機制的有關條文）。  
"Circuit Breaker Provisions" means the relevant provisions in the Operator Rules under which Circuit Breaker may be imposed for the purpose of, among others, minimizing or averting substantial upward or downward price movements of securities traded on the relevant China Connect Market, including all related provisions on the application and lifting of the Circuit Breaker.

「條款」，除非另有指定，指本中華通條款內的條款。  
"Clause", unless otherwise stated, means a clause in these China Connect Terms.

「結算參與人」具有香港中央結算系統一般規則所指含義。  
"Clearing Participant" has the meaning given to such term in the rules of CCASS.

「中華通證券通系統」指中華通下用於接收和傳送訂單到中華通市場的交易系統以實現自動對盤和執行的中華通交易系統。  
"CSC" means the China Stock Connect System for receiving and routing orders under Stock Connect to the trading system on a China Connect Market for automatic matching and execution.

「中國結算」指中國證券登記結算有限責任公司。  
"CSDCC" or "ChinaClear" means China Securities Depository and Clearing Corporation Limited.

「中國證監會」指中國證券監督管理委員會。  
"CSRC" means China Securities Regulatory Commission.

「託管帳戶」具有第 11.3 條（託管帳戶的開立）中規定的含義。  
"Custody Account" has the meaning given to it in Clause 11.3 (Establishment of custody account).

「交易所參與人」具有聯交所規則所指中華通交易所參與人。  
"Exchange Participant" means a China Connect Exchange Participant as defined in the SEHK Rules.

「H 股」指由中國內地註冊的公司發行的並在聯交所上市的任何證券。  
"H Shares" means any securities issued by companies incorporated in Mainland China and listed on the SEHK.

「機構專業投資者」指證券及期貨條例附表 1 第 1 部第 1 節「專業投資者」的定義第(a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)或(i)段所指的「專業投資者」。  
"Institutional Professional Investor" means any 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.

「上交所股票賣空合資格名單」指在聯交所不時頒佈有關於上交所中華通證券賣空合資格名單。  
"List of Eligible SSE Securities for Short Selling" means the list published by the SEHK from time to time setting out the China Connect Securities listed on the SSE that are eligible for Short Selling.

「深交所股票賣空合資格名單」指在聯交所不時頒佈有關於深交所中華通證券賣空合資格名單。  
"List of Eligible SZSE Securities for Short Selling" means the list published by the SEHK from time to time setting out the China Connect Securities listed on the SZSE that are eligible for Short Selling.

「中國內地」指中華人民共和國（除香港特別行政區、澳門特別行政區和臺灣地區）。  
"Mainland China" means the PRC (excluding Hong Kong, Macau and Taiwan).



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

"Mainland China Resident" means a person who is a citizen of the PRC and does not have permanent right of abode in a jurisdiction outside Mainland China.

「北向交易」指香港和國際投資者通過中華通進行的中華通證券交易。

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

「中華通規則操作者」指（如適用）上交所中華通規則或深交所中華通規則。

"Operator China Connect Rules" means the SSE China Connect Rules or the SZSE China Connect Rules, as applicable.

「操作者規則」指（如適用）上交所規則或深交所規則。

"Operator Rules" means the SSE Rules or the SZSE Rules, as applicable.

「人民銀行」指中國人民銀行。

"PBOC" means the People's Bank of China.

「交易前檢查」指中華通法律下的要求，根據此要求，中華通證券相關市場營運者可以拒絕賣出指示。

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

「關聯人士」指我們的任何聯屬公司，或我們或我們的聯屬公司的任何董事、高級人員、雇員或代理人。

"Related Person" means any of our Affiliates, or any director, officer, employee or agent of us or our Affiliates.

「聯交所條例」指為實施中華通之目的而不時修訂、補充、修改及 / 或更改的港交所之條例。

"SEHK Rules" means the rules of HKEx, as amended for the purposes of implementing China Connect, and as amended, supplemented, modified and/or varied from time to time.

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

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

「滬港通」指聯交所、上交所、香港結算及中國結算就聯交所與上交所兩地證券市場建立的證券交易及結算而開發互聯互通機制。

"Shanghai-Hong Kong Stock Connect" means the securities trading and clearing links programme developed by SEHK, SSE, HKSCC and CSDCC for the establishment of mutual market access between SEHK and SSE.

「深港通」指聯交所、深交所、香港結算及中國結算就聯交所與深交所兩地證券市場建立的證券交易及結算而開發互聯互通機制。

"Shenzhen-Hong Kong Stock Connect" means the securities trading and clearing links programme developed by SEHK, SZSE, HKSCC and CSDCC for the establishment of mutual market access between SEHK and the SZSE.

「特別中華通證券」指聯交所（在諮詢中華通市場營運者後）不時接受或者選定的只適合中華通賣出訂單而不適合中華通買入訂單的中華通市場掛牌上市的任何證券。

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

「上交所」指上海證券交易所。

"SSE" means the Shanghai Stock Exchange.

「上交所中華通規則」指上交所就實施深港通而制定的滬港通的規則及規例（經不時修訂、補充、修改及 / 或更改）。

"SSE China Connect Rules" means the rules and regulations on Shanghai-Hong Kong Stock Connect which have been published by SSE for the purpose of implementing Shanghai-Hong Kong Stock Connect, as amended, supplemented, modified and/or varied from time to time.

「上交所規則」指上交所關於在上交所進行股票上市和交易活動的規則、操作流程、通告和通知。

"SSE Rules" means the SSE China Connect Rules and the business and trading rules and regulations of the SSE, as amended, supplemented, modified and/or varied from time to time.

「深交所」指深圳證券交易所。

"SZSE" means the Shenzhen Stock Exchange.

「深交所中華通規則」指深交所就實施深港通而制定的深港通的規則及規例（經不時修訂、補充、修改及 / 或更改）。

"SZSE China Connect Rules" means the rules and regulations on Shenzhen-Hong Kong Stock Connect which have been published by SZSE for the purpose of implementing Shenzhen-Hong Kong Stock Connect, as amended, supplemented, modified and/or varied from time to time.

「深交所規則」指深交所中華通規則及經不時修訂、補充、修改及 / 或更改的深交所業務及交易規則及規例。

"SZSE Rules" means the SZSE China Connect Rules and the business and trading rules and regulations of the SZSE, as amended, supplemented, modified and/or varied from time to time.

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

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

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

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

## 2. 合資格投資者 Eligible Investors

2.1 合資格投資者：客戶持續的，包括但不限於在本中華通條款生效的第一天以及客戶根據本中華通條款下達或發出與中華通證券有關的指示的每一天，陳述並保證：

Eligible Investors: You represent and undertake on a continuing basis, including without limitation on the first date that these China Connect Terms are effective and on each date that you place an order or give an Instruction in respect of China Connect Securities under these China Connect Terms, that:

(a)(i) 閣下不是中國內地居民或不是根據中國內地法律設立或登記的實體；或 (ii) 若閣下是中國內地居民，閣下使用閣下合法所有的、在中國內地境外的資金進行中華通證券投資；或 (iii) 若閣下是根據中國內地法律設立或登記的實體，閣下投資中華通證券是根據已獲中國內地有法定資格的監管部門批准的任何機制（包括合格境內機構投資者機制，如適用）或中國內地有法定資格的監管部門的其他批准進行的；以及

(a)(i) you are not a Mainland China Resident or an entity incorporated or registered under the laws of Mainland China, (ii) if you are a Mainland China Resident, you are using funds lawfully owned by you and located outside Mainland China to make investments in China Connect Securities or (iii) if you are an entity incorporated or registered under the laws of Mainland China, your investment in China Connect Securities has been conducted pursuant to any program (including the Qualified Domestic Institutional Investor Program, if applicable) approved by, or any other approval of, any competent Mainland China regulator; and

(b) 閣下投資中華通證券不違反中國內地法律或法規，包括與外匯管制和彙報有關的法律法規。

(b) your investment in China Connect Securities does not violate the laws and regulations of Mainland China, including those in relation to foreign exchange control and reporting; and

(c) 除非閣下為機構投資者，且該身份已獲本公司確認，否則閣下將不會發出任何指令或指示在中華通購買或出售創業板股份（合資格僅作出售指令的特別中華通證券除外）。

(c) unless you are an Institutional Professional Investor and such status has been confirmed by us, you will not place any order with us or give us any instruction to buy or sell ChiNext Shares under China Connect (other than Special China Connect Securities which are eligible for sell orders only);

## 3. 中華通交易限制 3. China Connect Trading Restriction

3.1 回轉交易和無備兌賣空：閣下不容許進行回轉交易，亦不得進行無備兌賣空活動。

3.1 Day Trading and Naked Short Selling: Day trading and naked short selling are not allowed.

3.2 不設場外交易：所有交易必須在上交所及深交所進行，不設場外交易或非自動對盤交易。

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

3.3 機構專業投資者：深港通買賣深交所創業板股票的投資者僅限於機構專業投資者。

3.3 Institutional Professional Investors: SZSE ChiNext stocks will be limited to Institutional Professional Investors.

## 4. 遵守中華通法律 4. Compliance with China Connect Laws

4.1 合規：中華通證券的任何交易都必須遵守中華通法律及操作者規則。

4.1 Compliance: Any trading in China Connect Securities must comply with all China Connect Laws and relevant rules.

4.2 無建議：閣下需要對理解和遵守中華通法律（包括但不限於短線交易利潤及披露責任的法律規例）以及中華通北向交易的任何後果負全部責任。我們不會也並不打算就任何中華通法律給予閣下建議。如需獲得更多資訊，閣下應不時參閱港交所網站和香港證監會網站上與中華通相關的網頁及其他消息來源。

4.2 No advice: You shall be fully responsible for understanding and complying with all China Connect Laws (including but not limited to laws and regulations on short-term trading profits and disclosure obligations) and for any consequences of Northbound trading. We will not, and do not intend to, advise you on any China Connect Laws. For further information, please refer to the web pages on the HKEx website and the SFC website relating to China Connect from time to time and other relevant sources.

4.3 進一步要求：我們有權對通過中華通進行的任何中華通證券交易採取我們按絕對酌情權認為就中華通法律或市場慣例而言必要或可取的任何程式或要求。我們或關聯人士不對此程式或要求而導致的任何直接或間接的損失或風險承擔任何責任。

4.3 Further Requirements: We shall have the right to apply any procedures or requirements in respect of any trading of China Connect Securities through China Connect which we determine in our absolute discretion to be necessary or desirable for the purpose of any China Connect Laws or market practice. Neither we nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from such procedures or requirements.

4.4 絕對酌情權：若存在以下情況（包括但不限於），我們可按我們之絕對酌情權拒絕執行閣下發出的任何指示：

4.4 Discretion to Refuse: We may, in our absolute discretion, refuse to execute any instruction given by you, if (for example, and without limitation):

- a. 該指示不符合中華通法律，或我們合理認為該指示可能與任何中華通法律不符，或我們在聯交所要求下不接受該等指示；such instruction is not compliant with any China Connect Laws or if we reasonably believe that such instruction may not be compliant with any China Connect Laws or if we are required by SEHK not to accept such instruction;
- b. 在不影響閣下在第 8 條（遵守交易前檢查要求）項下義務的情況下，對於任何北向賣出中華通證券的指示，我們按我們之絕對酌情權確定閣下在發出該等指示時沒有足夠的股票完成交付義務或若提交該訂單將會使我們違反中華通法律下的交易前檢查要求或相關要求；without prejudice to your obligations in Clause 8 (Compliance with Pre-Trade Checking Requirements), in respect of any instruction to make a Northbound sell order, we determine in our absolute discretion that you do not have sufficient securities at the time of such order instruction to settle the delivery obligation or if submission of the order would cause us to be in breach of the Pre-Trade Checking requirements or related requirements under the China Connect Laws;
- c. 對於任何北向買入中華通證券的指示，我們按我們之絕對酌情權決定閣下在交收日沒有足夠的資金完成付款義務；或in respect of any instruction to make a Northbound buy order, we determine in our absolute discretion that you do not have sufficient funds to settle the payment obligation in respect of such order on the settlement day; or
- d. 閣下不符合第 3 條（中華通交易限制）中規定的相關資格要求。我們及任何相關人士不對由上述拒絕所造成的任何直接或間接損失或風險承擔責任。You do not satisfy the relevant eligibility requirements as set out in Clause 3 (China Connect Trading Restrictions). Neither we nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from such refusal.

4.5 專業投資者狀態的變更：就第 4.4 (d) 條和第 3 條（中華通交易限制）所載的資格要求而言，如我們按完全和絕對酌情權決定閣下在某一天（「**決定日**」）並不是機構專業投資者，經我們即時通知閣下專業投資者更改分類地位後，閣下同意從決定日起解除閣下于創業板股份的持貨。

4.5 Change of Professional Investor Status: With respect to Clause 4.4(d) and the eligibility requirements as set out in Clause 3 (China Connect Trading Restrictions), if we determine in our sole and absolute discretion that you are not an Institutional Professional Investor since a certain date ("**Determination Date**"), you agree to unwind any positions of ChiNext Shares acquired by you through us since the Determination Date as soon as possible after our notification to you in relation to your change of Professional Investor categorization status.

4.6 絕對酌情權：在不影響前述條款的前提下，在相關情況（包括但不限於在中華通監管機構要求或指示）下，我們無需事先通知閣下，可按我們之絕對酌情權暫停、終止或限制閣下通過我們進入中華通市場。

4.6 Absolute Discretion: Without limitation to the foregoing, we may in our absolute discretion suspend, terminate or limit your ability to access the China Connect through us without advance notice to you, including but not limited to where requested or directed by a China Connect Authority.

## 5. 風險披露及確認

### 5. Risk Disclosures and Acknowledgement

客戶通過就任何與中華通證券有關的交易向我們發出指示，閣下將被視為承認以下內容。

You shall be deemed to acknowledge the following by instructing us in respect of any transaction relating to China Connect Securities.

5.1 風險披露：客戶確認，客戶已經閱讀並理解附表 I（風險披露聲明）所列的風險披露、義務及其他資訊。

5.1 Risk Disclosure Statements: You acknowledge that you have read and understood the risk disclosures, the obligations and other information set out in Schedule I (Risk Disclosure Statements).

5.2 禁止：閣下確認，存在禁止中華通證券交易的風險，並且閣下的中華通證券交易訂單可能不會被接受。

5.2 Prohibition: You acknowledge that there is a risk of prohibition from trading China Connect Securities and that your instructions to trade China Connect Securities may not be accepted.

5.3 責任限制：客戶確認，我們及關聯人士不對閣下由於我們及關聯人士就提供中華通證券交易的作為或不作為（而造成的任何直接或間接損失、責任或第三方的申索或要求負責）。

5.3 Limitation of Liability: You acknowledge that neither we nor any Related Person shall be liable for any loss, liability or third party claim or demand that you may suffer directly or indirectly as a result of any action or inaction by us or any Related Person in connection with the provision of trading services in respect of China Connect Securities to you by us.

5.4 聯交所酌情權：閣下確認，若發現閣下或我們或我們的客戶進行了或可能進行了操作者規則規定的任何異常交易或者未能遵守任何中華通規則，聯交所有權不向閣下提供任何中華通服務，並有權要求我們不接受閣下的指示。

5.4 SEHK's Discretion: You acknowledge that SEHK has the power not to extend the China Connect Service to you, and the power to require us not to accept instructions from you, if it is found that you, we or any of our clients have or may have committed any abnormal trading conduct set out in the Operator Rules or failed to comply with any China Connect Rules.

5.5 違約：客戶確認，若違反操作者規則或任何中華通法律所指的任何披露或其他義務，(i) 有關的中華通操作者有權進行調查，並且可以通過有關的聯交所要求我們或關聯人士 (a) 提供與閣下有關的任何資訊和材料，包括但不限於有關閣下的身份、個人資料和交易活動的資訊和材料，以及 (b) 協助中華通監管機構進行與閣下或閣下交易活動相關的調查；以及 (ii) 如果閣下違反或未能遵守該法律、規則和法規，閣下可能遭受監管調查和承擔法律和監管後果。

5.5 Breach: You acknowledge that if the Operator Rules are breached, or the disclosure and other obligations referred to in any China Connect Laws are breached, (i) the relevant China Connect Market Operator has the power to carry out investigations, and may, through SEHK (or through the relevant SEHK Subsidiary, or any other governmental or regulatory body), require us or a Related Person to (a) provide relevant information and materials relating to you including, without limitation, in relation to your identity, personal data and trading activity; and (b) to assist in a China Connect Authority's investigation in relation to you and/or your trading activity; and (ii) you may be subject to regulatory investigations and legal and regulatory consequences if you are in breach of, or fail to comply with, such laws, rules and regulations.

5.6 調查：客戶確認，（為協助上交所及深交所對中華通市場的監管檢查、實施中華通市場營運者有關的中華通規則以及作為聯交所、聯交所附屬公司和有關的中華通市場營運者之間監管合作協議的一部分），在有關的中華通市場營運者要求下，聯交所可以要求我們就我們代表閣下或其他人士下達的任何中華通訂單或進行的中華通交易，提供與閣下或聯交所條例中所指的其他人士相關的資訊（包括但不限於有關閣下的身份、個人資料及交易活動的資訊）。聯交所收到相關資訊後可能繼而轉發予上交所及深交所作監察及調查之用。

5.6 Investigations: You acknowledge that SEHK may (for the purpose of assisting a China Connect Market Operator in its regulatory surveillance of the relevant China Connect Market and enforcement of the relevant Operator China Connect Rules and as part of the regulatory cooperation arrangement between SEHK, the relevant SEHK Subsidiary and the relevant China Connect Market Operator), at the request of the relevant China Connect Market Operator, require us to provide information (including, without limitation, in relation to your identity, personal data and trading activity) in relation to you and any other persons referred to in the SEHK Rules with respect to any China Connect orders placed or China Connect transactions made or entered into by us on your or their behalf. SEHK may on-forward to SSE or SZSE for surveillance and investigation purposes.

5.7 嚴重違約：客戶確認，若中華通監管機構認為存在嚴重違反任何操作者規則的情況，我們可能被中華通監管機構要求（a）向閣下發出（書面或口頭）警告；以及（b）停止向閣下提供任何通過中華通進行中華通證券交易的服務。

5.7 Serious Breach: You acknowledge that where a China Connect Authority considers that there is a serious breach of any Operator Rules, we may be required by a China Connect Authority to (a) issue warning statements (verbally or in writing) to you; and (b) cease providing you with any service relating to trading China Connect Securities through China Connect.

5.8 沒有同時買賣指令：客戶確認，在我們通知閣下的北向買入訂單已交收前，閣下將不會就該北向買入訂單所買入的中華通證券發出北向賣出訂單。

5.8 No Concurrent Sell and Buy Orders: You acknowledge that, prior to us informing you that a Northbound buy order instructed by you has been settled, you shall not instruct a Northbound sell order in respect of the China Connect Securities which are the subject of such Northbound buy order.

5.9 提供資訊：客戶確認並同意，我們或 / 及任何關聯人士按照中華通監管機構不時規定的該段期間和該等形式，向其提供與閣下和閣下的檔案有關的資訊（包括北向交易買賣訂單的種類和價值以及代表閣下執行的交易），包括就中華通監管機構進行的詢問，調查或檢查提供該等資訊。

5.9 Provision of Information: You acknowledge and consent to us and/or any Related Person providing information relating to you and your profile, including the type and value of Northbound buy and sell orders and transactions executed on your behalf to a China Connect Authority at such intervals and in such form as such China Connect Authority may specify from time to time including in relation to an enquiry, investigation or surveillance by a China Connect Authority.

5.10 費用等：客戶確認並將負責支付中華通監管機構或中華通規則要求的與中華通證券和該證券股息或權益相關的所有費用、收費、徵稅和稅費，並遵守任何相關申報或註冊登記義務。

5.10 Fees etc.: You acknowledge and accept responsibility for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required under any China Connect Authority or China Connect Laws relating to any China Connect Securities;

5.11 記錄保存：客戶確認並接受，我們受限於中華通規則下保存記錄的要求，因此將會保存與閣下北向交易相關的記錄（包括電話、電子通訊記錄和帳號資訊）20年或中華通法律要求的其他年限。

5.11 Record Keeping: You acknowledge and accept that we will be subject to recordkeeping requirements under the China Connect Rules and may therefore retain records (including telephone and electronic communications and account information) in relation to your Northbound orders and trading for 20 years or as otherwise required under the China Connect Laws.

5.12 拒絕：客戶確認並接受，聯交所可根據中華通市場營運者的請求，要求我們拒絕代表閣下發出的任何訂單。

5.12 Rejection: You acknowledge and accept that SEHK may upon a request by a China Connect Market Operator requires us to reject any order made on your behalf.

5.13 中華通監管機構的責任：客戶確認並接受，中華通監管機構和其各自董事、雇員和代理人不對我們或任何關聯人士、閣下或任何其他第三方因（i）中華通證券交易或對中華證券通系統對中華通證券的操作；或（ii）任何對中華通規則的修改、制訂或執行，或（iii）中華通監管機構為履行其監督或檢查義務或職能採取的任何行動（包括對異常交易活動而採取的任何行動），遭受的任何直接或間接的損失或損害負責或承擔責任。

5.13 China Connect Authorities' Liability: You acknowledge and accept that none of the China Connect Authorities or their respective directors, employees and agents shall be responsible or held liable for any loss or damage directly or indirectly suffered by us or any Related Person, you or any other third party arising from or in connection with (i) the trading of China Connect Securities or the operation of the CSC in respect of China Connect Securities, or (ii) any amendments, making or enforcement of the China Connect Rules; or (iii) any action taken by a China Connect Authority in discharge of its supervisory or regulatory obligations or functions (including any action taken in respect of abnormal trading activities); and

5.14 熔斷機制：客戶確認並接受，如在任何交易日中華通市場營運者于中華通市場實施熔斷機制，而導致于中華通市場暫停執行交易，及因此實施熔斷機制的風險。

5.14 Circuit Breaker: You acknowledge and accept that the imposition of a Circuit Breaker by a China Connect Market Operator on any Trading Day of the relevant China Connect Market will result in suspension of trade execution on the relevant China Connect Market and the risks associated with such imposition of Circuit Breaker.

## 6. 陳述

### 6. Representations

6.1 持續：客戶持續向我們作出本條款所列的如下陳述：

6.1 Continuing: You make the representations set out in this Clause to us on a continuing basis:

(a) 客戶瞭解並將會遵守適用於閣下的任何中華通法律或其他的適用法規；  
(a) that you are aware of and shall comply with all China Connect Laws and other Applicable Regulations to which you may be subject;

(b) 執行客戶向我們發出的任何指示不會違反任何中華通法律；及  
(b) that the execution of any Instruction you give to us shall not result in any breach of any China Connect Laws; and

(c) 客戶明白並已評估了與中華通有關的風險因素，以及客戶願意承擔與中華通有關的風險。

(c) that you understand and have assessed the risks relating to China Connect and you are willing to undertake the risks relating to China Connect.

6.2 下單：在每次下達中華通證券賣出訂單指示當天，閣下向我們作出如下陳述：

6.2 Placing an Order: You make the following representations to us on each date you instruct an order to sell China Connect Securities:

(a) 閣下不知曉任何可能對該中華通證券的有效性造成損害的事實，以及閣下有權全權對此接受、處理和發出指示、授權或聲明；  
(a) that you do not know of any fact that might impair the validity of such China Connect Securities and that you have full authority to receive, deal with and give Instructions, authorisations or declarations in respect of the same;

(b) 不存在對該中華通證券不利的索償；以及  
(b) there are no adverse claims against the China Connect Securities; and

(c) 除了聯交所規則或中央結算系統規則明確限制外，不存在對該中華通證券轉讓的限制。

(c) that there is no restriction on the transfer of such China Connect Securities other than those expressly provided for under the SEHK rules or CCASS rules.

## 7. 處理訂單

### 7. Order Handling

7.1 合計：我們在處理訂單時，可能會將閣下的北向交易訂單與其他客戶或其聯屬公司的北向交易訂單合併處理。這可能在某些時候使閣下處於不利地位，並且由於附表 I（風險披露聲明）中所述限額控制的原因，可能導致閣下的訂單僅能部分執行或全部無法執行。

7.1 Aggregation: We may aggregate your northbound orders with the northbound orders of any other Customer or of its Affiliates when we process such orders. This may sometimes operate to your disadvantage and, because of the quota restrictions described in Schedule I (Risk Disclosure Statements), may result in your order only being partially executed or not at all.

7.2 公平公正開市：所有提交適用開市競價或持續交易時段開始（「開市」）的客戶訂單或交易（「客戶訂單」）將由我們按照能夠確保所有該等客戶訂單公平、平等的參與開市的方式進行操作。僅在我們的系統將客戶訂單提交適用開市競價或持續交易時段開始之時，我們方視所有該等客戶訂單已為我們收悉。

7.2 Fair and Equal Opening: All client orders and transactions to be undertaken for clients ("Client Orders") which are for submission to the applicable open auction or start of continuous trading session (the "Opening") shall be handled by us in a way that seeks to ensure that all such Client Orders have a fair and equal opportunity to participate in the Opening. We will regard all such Client Orders as having been received by us only at the point at which our system submits Client Orders into the applicable opening auction or start of continuous trading session.

7.3 足夠的股票：客戶確認並同意，閣下于沽出中華通股票前，必須確保閣下的證券帳戶有足夠相關股份。若股份存於另一聯交所參與者或託管人的帳戶，閣下必須先于 T-1 日將相關股份轉移至本公司及完成交收手續，以便於 T 日出售相關股份。

7.3 Sufficient Shares: You acknowledge and agree that you must ensure you have sufficient shares in your Account when placing sell orders. If the shares are kept in an account opened with another Exchange Participant or a custodian, investors must first transfer the shares to an Account with the Company on T-1 in order to sell their shares on T day.

7.4 取消：我們有權於緊急情況（如香港懸掛八號颱風訊號）下取消閣下的訂單。

7.4 Cancellation: We have the right to cancel the client's orders in case of contingency such as hoisting of Typhoon Signal No 8 in Hong Kong;

## 8. 遵守交易前檢查要求

### 8. Compliance with Pre-Trade Checking Requirements

8.1 遵從性：閣下承諾閣下將會遵守中華通監管機構強制要求的或我們通知閣下的與交易前檢查有關的任何要求。

8.1 Compliance: You undertake that you will comply with any requirements relating to Pre-Trade Checking mandated by the China Connect Authorities or as notified to you by us.

8.2 充足的中華通證券：另外，閣下承諾會確保在（由我們不時通知閣下的）適用的截止時間（包括任何交易前截止時間），閣下帳戶中有足夠可用的中華通證券，以滿足在有關交易日任何擬作出的賣出訂單。

8.2 Sufficient China Connect Securities: In addition, you undertake to ensure there are sufficient and available China Connect Securities in your Account by the applicable cut-off time (including any pre-trade cut-off time, as notified to you by us from time to time) to cover any proposed sell order given on the relevant Trading Day.

8.3 不合規：如果閣下未能遵守本條款，則我們可以：

8.3 Non-Compliance: If you fail to comply with this Clause, then we may:

(a) 拒絕閣下的賣出訂單（部分或全部）；  
(a) reject your sell order (in whole or in part); and/or

(b) 採取我們認為必要或適當的任何其他行動，以遵守交易前檢查和 / 或相關中華通法律並彌補客戶的差額（包括但不限於運用我們從其他來源獲得的任何其他中華通證券）。

(b) perform any other act which we consider necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Laws and to cover your shortfall (including but not limited to applying any other China Connect Securities available to us from other sources).

## 9. 結算和貨幣兌換

### 9. Settlement and Currency Conversion

9.1 兌換：由於所有北向交易均以人民幣進行並結算，如果本公司在北向買入指令結算前未收到足夠的人民幣來結算該等中華通證券，則結算可能會延遲和 / 或失敗，並且閣下可能無法獲得相關中華通證券的所有權，也無權出售或轉讓該等證券。在我們代表客戶持有任何資金的情況下，如果沒有足夠的人民幣資金來履行北向買入指令或與中華通有關的其他支付義務，則在不影響本協議條款第 9.1 條（貨幣兌換）規定的前提下，客戶授權我們為結算之目的將我們代表客戶持有的任何其他貨幣資金兌換成人民幣。

9.1 Conversion: As all Northbound trading is effected and settled in Renminbi, if we do not receive sufficient Renminbi before settlement of a Northbound buy order to settle such purchase of China Connect Securities, settlement may be delayed and/or fail and you may not acquire title to, or become entitled to sell or transfer the relevant China Connect Securities. Where we hold any funds on your behalf, if there are insufficient Renminbi funds to settle any Northbound buy order or other payment obligation in connection with China Connect, then, without prejudice to clause 9.1 (Currency Conversion) of the Terms, you authorise us to convert any funds in any other currency which we holds on your behalf into Renminbi for the purposes of settlement thereof.

9.2 自動兌換：儘管本協議有任何其他規定，如有必要根據本「中華通條款」將一種貨幣兌換為另一種貨幣，本公司可以商業上合理的方式自動進行該等兌換而無須事先通知客戶。客戶應承擔與根據本中華通條款將一種貨幣兌換為另一種貨幣相關或由之導致的任何風險、損失或費用（包括費用、收費和 / 或佣金）。

9.2 Automatic Conversion: Notwithstanding any other provisions of the Agreement, where it is necessary to convert one currency to another pursuant to these China Connect Terms, such conversion may be carried out automatically by us in a commercially reasonable manner without prior notice to you. Any risk, loss or cost (including fees, charges and/or commissions) in connection with or resulting from any conversion of one currency into another currency pursuant to these China Connect Terms shall be borne by you.

9.3 進一步行動：客戶同意若閣下不能按時支付任何與中華通證券買入指示有關的付款義務，我們有權無需事前通知閣下而立即採取我們認為合適的方式以減少或消除我們遭受或可能遭受的任何損失或責任（包括但不限於，採取任何措施賣出、變現、處置或其他方式處理相關中華通證券），並且閣下應補償我們並確保我們免受因行使上述權利而產生的任何責任、費用或其他損失。閣下進一步同意，我們無需對閣下因我們或我們的代理人根據本條採取或未採取行動所導致的任何損失、價值減損或其他損害承擔任何責任。

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

9.4 人民幣流動性不足：儘管存在本協議的任何其他規定，如果我們認定人民幣流動性不足，無法交收任何買入訂單時，我們可按完全和絕對酌情權拒絕閣下下達的該買入訂單指示。

9.4 Insufficient Liquidity of RMB: Notwithstanding any other provisions of the Agreement, where we determine that there is insufficient liquidity in RMB to settle any buy orders, we may, in our sole and absolute discretion, reject your instructions to place such buy order.

9.5 緊急情況：在聯交所失去與上海證券交易所的所有通信線路等緊急情況下，我們可能無法發出客戶的撤單請求，如果指令已被撮合成交，客戶仍需承擔交收責任；

9.5 Contingency: We may not be able to send in the Customer's order cancellation requests in case of contingency such as when SEHK loses all its communication lines with SSE, etc. and the client should still bear the settlement obligations if the orders are matched and executed;

## 10. 銷售、轉讓和追繳

### 10. Sale, Transfer and Disgorgement

10.1 強制出售：如果根據《中華通規則》的條款，當我們收到中華通監管機構要求我們根據中華通規則出售和清算一定數額的中華通證券之通知（「**強制出售通知**」）時，我們將有權向閣下發出相應的通知（「**客戶強制出售通知**」），要求閣下在相關中華通監管機構指定的期限內出售和清算閣下在我們開立的帳戶內的所有數額（由我們根據我們的完全酌情權確定）的該中華通證券。閣下承諾遵守任何該客戶強制出售通知。

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

10.2 強制出售通知的絕對酌情權：任何強制出售通知而言，閣下授權我們在閣下未能及時遵守客戶強制出售通知時，以閣下的名義，在遵守所有中華通法律所必需的範圍內，按照我們根據我們的絕對酌情權決定的價格和條款出售或安排出售該中華通證券。

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

10.3 受讓代理人：當受限於強制出售通知的、閣下所擁有的中華通證券已經從交收相關北向交易買入訂單的結算參與人（「**原結算參與人**」）轉移到另一結算參與人或託管人（「**受讓代理人**」）時，閣下授權我們以閣下名義向受讓代理人發出指示要求其將相關中華通證券歸還給原結算參與人，以使原結算參與人根據中華通法律進行出售和清算。閣下亦承諾通知受讓代理人此項授權，並且在需要時，閣下承諾指示受讓代理人依此執行。

10.3 Recipient Agent: Where China Connect Securities owned by you that are the subject of a Client Forced-sale Notice have been transferred from the holding of the Clearing Participant that settled the relevant Northbound buy order (the "**Original CP**") to another Clearing Participant or

custodian (the "**Recipient Agent**"), you authorize us to provide instructions to the Recipient Agent on your behalf to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all China Connect Laws. You also undertake to inform the Recipient Agent of such authorization and, where required, you undertake to instruct the Recipient Agent to act accordingly.

10.4 放棄：若我們從任何中華通監管機構收到通知，要求閣下返還因違反短線交易獲利規則所得的任何收益，閣下授權我們出售或安排出售閣下所擁有的任何數額的中華通證券。

10.4 Disgorgement: You authorize us to sell or arrange for the sale of any amount of China Connect Securities owned by you if we receive notice from any China Connect Authority requiring you to disgorge any profits as a result of the "short swing profit rule".

10.5 進一步行動：除以上情況外，閣下授權我們對閣下所擁有的中華通證券採取出售、轉讓或任何其他行動，若任何中華通監管機構向我們提出該要求，或我們根據我們的絕對酌情權決定為遵守任何中華通法律而出售、轉讓或實施該等行動是必要或適當的。

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

10.6 無責任：我們及任何關聯人士對我們或任一關聯人士根據本條採取的任何措施而直接或間接導致的任何損失或風險不承擔任何責任。

10.6 No Liability: Neither we shall nor any Related Person have any liability for any losses or risks which may result directly or indirectly from any actions taken by us or a Related Person in respect of this Clause.

## 11. 託管

### 11. Custody

11.1 適用性：本第 11 條僅在客戶已根據中華通法律向我們交付與交易前檢查相關的中華通證券時適用。

11.1 Applicability: This Clause 11 is only applicable when you have delivered to us the China Connect Securities in relation to Pre-Trade Checking under the China Connect Laws.

11.2 託管服務的性質：閣下確認：

11.2 Nature of custodial services: You acknowledge that:

(a) 閣下確認我們向閣下提供託管服務的主要或唯一原因是因為中華通法律下的交易前檢查，並且提供託管服務並不是我們一般的業務活動。因此，我們提供的任何託管服務本質上是有限的。本第 11 條中的條文並不影響閣下與我們或我們的聯屬公司之間達成的任何向閣下提供託管服務的約定。

(a) the primary or only reason that we are offering you custodial services is in relation to Pre-Trade Checking under the China Connect Laws, and that the provision of custodial services is not part of our normal business activities. Accordingly, any custodial services offered by us are limited in their nature. The provisions in this Clause 11 are without prejudice to any agreements you may have with us or our affiliates providing you with custodial services;

(b) 閣下確認我們為其他客戶及自身進行中華通證券業務。

(b) we conduct business in China Connect Securities for other clients and for our own account; and

(c) 閣下應就本第 11 條持有的中華通證券所涉及或有關的任何相關政府機構或其他機構要求的所有申報、報稅和交易報告單獨負責。

(c) you shall be solely responsible for all filings, tax returns and reports of any transaction in respect of or relating to China Connect Securities held under this Clause 11, as may be required by any relevant authority, whether government or otherwise.

11.3 託管帳戶的開立：閣下授權我們在我們的簿冊中以接收、妥善保管和維護中華通證券為目的而開立一個或多個託管帳戶（「**託管帳戶**」）。我們將合理酌情決定是否將擬交付的任何中華通證券接收至託管帳戶。

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

### 11.4 託管程式

#### 11.4 Custodial procedures

(a) 在本公司通過最終交收收到中華通證券之前，我們無義務將該等中華通證券存入託管帳戶。

(a) We will be under no obligation to credit China Connect Securities to the Custody Account before our receipt of such China Connect Securities by final settlement.

(b) 若我們收到一個或多個指示使從託管帳戶交付的中華通證券的數量超過已存入託管帳戶的數量，我們可拒絕任何該等指示或按任意順序選擇執行任何指示的部分或全部。

(b) If we receive one or more Instructions to deliver from the Custody Account an amount of China Connect Securities exceeding those credited to the Custody Account, we may reject any such Instruction or elect to perform any Instruction in whole or in part, and in any order.

(c) 客戶確認，中華通證券的交付和付款可能不會同時進行。因此，如果我們收到付款交付中華通證券或付款交付中華通證券的指示，我們可根據相關市場慣例和 / 或規則和 / 或應用法規支付或接受中華通證券的付款或交付。

(c) You acknowledge that deliveries of China Connect Securities and payments therefor may not be simultaneous. Accordingly, if we receive an Instruction to deliver China Connect Securities against payment or to pay for China Connect Securities against delivery, we may make or accept payment for or delivery of China Connect Securities in accordance with relevant market practices and/or rules and/or Application Regulations.

(d) 本公司僅在收到具體指示並根據具體指示付款和 / 或接收或交付中華通證券（除非本中華通條款另有明確規定的除外）。

(d) We shall make payment for and/or receive or deliver China Connect Securities only upon receipt of and in accordance with specific Instructions (except as otherwise specifically provided in these China Connect Terms).

(e) 除非本公司已收到並接受相反的指示，否則本公司可在無需任何指示的情況下執行以下事項：

(e) Unless we have received and accepted a contrary Instruction, we may carry out the following without any Instruction:

- (i) 以客戶的名義或代表客戶簽署 (i) 接收任何中華通證券或基金的收據，或 (ii) 任何稅務或監管部門可能要求的與中華通證券相關的任何文件；及
- (i) in your name or on your behalf, sign any document relating to China Connect Securities which may be required (i) to obtain receipt of any China Connect Securities or funds or (ii) by any tax or regulatory authority; and
- (ii) 對與中華通證券有關的支付或分派（無論是依據股息、紅股派送、股份拆細或重組、準備金資本化或其他）進行代收、接收及 / 或採取其他的必要或適當的措施。
- (iii) collect and/or receive and/or take other necessary or appropriate action in relation to any payment or distribution in respect of China Connect Securities (whether pursuant to a stock dividend, bonus issue, share sub-division or reorganization, capitalization of reserves or otherwise).

(f) 客戶確認，我們可在絕對酌情決定的時間向客戶或客戶通常託管人再次交付我們以閣下名義進行交收時沒有使用的任何中華通證券。客戶確認，我們可在收到後一個交易日內，向客戶或客戶通常託管人或銀行（扣除客戶應向我們支付的任何費用或其他支出）交付或支付我們為客戶帳戶就中華通證券收到的任何分配或付款。由於對於該再次交付或支付我們可能需要事先授權，客戶將在收到我們的請求後立即（向我們及 / 或客戶的通常託管人及 / 或任何其他人士）發出我們所需的授權或指示。

(f) You acknowledge that we may re-deliver to you or to your usual custodian, at such time as we may determine in our absolute discretion, any China Connect Securities which have not been utilized by us in the settlement of any Transaction on your behalf. You acknowledge that we may, within one trading day of receipt, deliver or pay to you or your usual custodian or bank (net of any fees or other expenses payable by you to us) any distribution or payment received by us in respect of China Connect Securities for your account. You will promptly on our request, give such authorizations or instructions (to us and/or your usual custodian and/or any other person) as we may require to pre-authorize any such re-delivery or payment.

(g) 在我們盡合理努力後，仍未能 (a) 向客戶或客戶的通常託管人再交付任何該等中華通證券，或 (b) 向客戶或客戶的通常託管人或銀行交付或支付任何該等分配或付款的情況下，包括但不限於 (a) 客戶未能應我們合理要求提供該等指示和 / 或 (b) 客戶的通常託管人拒絕接受中華通證券的任何該等交付或付款，客戶授權我們按絕對酌情權出售、清算或以其他方式處置相關中華通證券，並將出售、清算和 / 或處置收益和 / 或任何分配或付款轉至客戶的慣常銀行帳戶，或如無銀行帳戶，則轉至我們按絕對酌情權選定的第三方銀行為客戶開立的帳戶，等待向客戶的帳戶付款的指示。

(g) In circumstances where we have not, after using reasonable endeavours, been able to (a) re-deliver to you or to your usual custodian any such China Connect Securities, or (b) deliver or pay to you or your usual custodian or bank any such distribution or payment, including, for example, and without limitation, where (a) you fail to provide such Instructions upon our reasonable request and/or (b) your usual custodian refuses to accept any such delivery of China Connect Securities or payment, you authorize us in our absolute discretion to sell, liquidate or otherwise dispose of the relevant China Connect Securities and to transfer the sale, liquidation and/or disposal proceeds and/or any distribution or payment to your usual bank account or, if there is no bank account, to an account established for you by us with a third party bank selected by us in our absolute discretion pending instructions for payment to your preferred account.

(h) 我們沒有任何義務對閣下帳戶內與中華通證券有關的任何支付或分派進行代收、接收或採取任何其他措施（包括出席任何股東大會及 / 或行使任何投票權），或通知閣下與中華通證券有關的任何通知、通函、報告、公告或類似公司行動的條款或其存在。客戶確認，在某些情況下（包括但不限於根據任何中華通法律），香港證券及結算公司或其代名人（以及我們或客戶）可能難以或不可行或不被允許行使與中華通證券有關的任何權利或權利或參與與之相關的任何行動、交易或其他事項。若我們進行了該代收、接收或採取該行為，或向閣下提供該通知，或根據該通知採取任何行動，本公司不承擔：(i) 與任何錯誤或延遲相關的任何責任；及 (ii) 繼續或重複任何該等行動的任何義務。

(h) We shall have no obligation whatsoever to collect or receive or take any other action (including attending any general meeting and/or exercising any voting rights) in relation to any payment or distribution in respect of China Connect Securities for your account or to notify you of the existence of or the terms of any notice, circular, report, announcement or similar corporate action in respect of China Connect Securities. You acknowledge that in certain circumstances, including, without limitation, as a result of any China Connect Laws, it may be difficult, impracticable or impermissible for HKSCC or its nominee (and for us or you) to exercise any rights or entitlements or to participate in any actions, transactions or other matters in respect of China Connect Securities. If we make any such collection or receipt, take any such action or give you any such notification or take any action pursuant to any such notification, we shall not have: (i) any liability in respect of any inaccuracies or delays; and (ii) any obligation to continue or repeat any such action.

#### 11.5 彙集 / 次託管 / 結算系統

##### 11.5 Pooling/sub-custodians/clearance systems

(a) 我們可將中華通證券彙集，並視其與其他客戶相同的中華通證券可互換。我們可在任意時間向閣下分配等量的中華通證券，而不必向閣下歸還閣下向我們交付的原中華通證券。

(a) We may pool China Connect Securities and treat them as fungible with the same China Connect Securities of other clients. We may at any time allocate equivalent China Connect Securities to you and shall not be bound to return to you the original China Connect Securities delivered to us.

(b) 我們可根據法律、法規或市場慣例的要求將中華通證券存放在任何分託人或結算系統，並不對任何分託人或結算系統的執行或監管或其操作負責。另外，我們不對任何結算系統的任何行為、疏忽或破產負責。若閣下因何結算系統的疏忽、故意違約或破產而產生損失，我們將根據我們的酌情權採取合理措施向相關結算系統尋求補償，但我們沒有義務進行法律訴訟、在任何破產程式中提交申索證明、或採取類似措施。

(b) We may deposit China Connect Securities with any sub-custodian or with any clearance system as required by law, regulation or market practice, and are not responsible for performance by or monitoring of any sub-custodian or by any clearance system or its practices. In addition, Ver.202310



we shall not be liable for any act or omission by, or the insolvency of, any clearance system. In the event you incur a loss due to the negligence, wilful default, or insolvency of any clearance system, we will make reasonable endeavours, in our discretion, to seek recovery from the relevant clearance system, but we will not be under any obligation to institute legal proceedings, file any proof of claim in any insolvency proceeding, or take any similar action.

#### 11.6 客戶確認

##### 11.6 Confirmations by you

(a) 客戶確認，在這些中華通條款存續期間：

(a) You confirm that during the subsistence of these China Connect Terms:

(i) 及閣下有權在託管帳戶保存並持有中華通證券，並且不存在對任何交付 中華通證券有或可能有不利影響的申索或產權負擔；以及

(i) you have authority to deposit and hold China Connect Securities in the Custody Account and there is no claim or encumbrance that will or may adversely affect any delivery of China Connect Securities; and

(ii) 若閣下作為閣下客戶的代理人，無論在任何時候是否向我們明示，該客戶不是或不被視為我們的客戶或間接客戶，閣下是本中華通條款下的義務的本人。

(ii) if you act as an agent for any of your own clients, whether or not expressly identified to us at any time, no such client shall be or be considered a client or indirect client of us, and your obligations under these China Connect Terms are as principal.

(b) 閣下將根據我們的請求立即執行我們為履行本中華通條款下義務或符合中華通法律的要求所需的文件，並採取我們為上述目的要求的行為和行動。

(b) You will, promptly on our request, execute such documents and do such acts and things as we may require in order to perform our obligations under these China Connect Terms or otherwise to comply with the China Connect Laws.

#### 11.7 託管職責和責任

##### 11.7 Custodial duties and liabilities

(a) 我們僅有本中華通條款明確提出的職責。我們沒有受信責任或其他隱含職責或其他任何類似義務。

(a) We shall have only those duties expressly provided in these China Connect Terms. We shall have no fiduciary duties or other implied duties or obligations whatsoever.

(b) 我們履行我們的職責受限於：

(b) The performance by us of our duties is subject to:

(i) 所有相關的當地法律、法規、法令、命令和政府法案；

(i) all relevant local laws, regulations, decrees, orders and government acts;

(ii) 任何相關證券交易所、結算系統或市場的規則、操作程式和慣例；以及

(ii) the rules, operating procedures and practices of any relevant stock exchange, clearance system or market; and

(iii) 超出本公司合理控制範圍的任何事件或情況。

(iii) any event or circumstance beyond our reasonable control.

(c) 就本第 11 條所述的任何託管服務而言：

(c) In respect of any custodial services described in this Clause 11:

(i) 我們不對閣下遭受的任何損失或損害負責，除非該損失或損害由我們的嚴重疏忽、故意不當行為或欺詐所致；

(i) we will not be liable for any loss or damage suffered by you unless such loss or damage results from our gross negligence, wilful misconduct or fraud;

(ii) 對於託管帳戶或我們有關的服務，我們在任何情況下不對任何的間接 損失或損害（包括但不限於利潤損失）負責，無論是否可預見，亦無論該申索以何種行為提出；及

(ii) we shall not be liable for consequential loss or damage (including, without limitation, lost profits) in any circumstances, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to the Custody Account or our services hereunder; and

(iii) 對於嚴重疏忽或故意不當行為，我們的責任不能超過在相關時間替換相關中華通證券的費用或相關中華通證券的市場價值（取其較低者）。

(iii) in the case of gross negligence or willful misconduct our liability shall not exceed the replacement cost or the market value of the relevant China Connect Securities at the relevant time (whichever is lower).

(d) 我們可以規定接收指示的截止時間。如果我們在設定的截止時間後收到指示，我們可將該指示視為已於下一個交易日收到，並據此採取行動。

(d) We may establish cut-off times for receipt of instructions. If we receive an Instruction after an established cut-off time, we may regard the Instruction as having been received on the following Trading Day and act on it accordingly.

11.8 利息：閣下的託管帳戶不會產生任何利息。

11.8 Interest: No interest will be payable on your Custody Account.

## 12. 客戶資訊

### 12. Client information

12.1 記錄保留：若閣下指示我們代表閣下的客戶進行中華通證券北向交易（「**客戶交易**」），閣下需要保存與客戶交易有關的任何客戶指示和帳號資訊（該等記錄「**客戶資訊**」）不少於 20 年（或我們根據中華通法律或中華通規則可能指示閣下的其他期限）。

12.1 Retention of records: If you instruct us to effect a Northbound transaction in China Connect Securities on behalf of your client (a "**Client Transaction**"), you shall retain for a period of not less than 20 years (or such other period as we may instruct you in accordance with China Connect Laws or China Connect Rules) records of any client instructions and account information in relation to the Client Transaction (such records the "**Client Information**").

12.2 閣下的客戶作為中介人行事：若閣下指示我們進行客戶交易，並且閣下知道閣下的客戶（直接或間接通過其他中介）以另一人士的中介人身份行事，而該人士為客戶交易的實益所有人，閣下承諾並確認閣下已經採取措施：

12.2 Your client acting as intermediary: If you instruct us to effect a Client Transaction and you are aware that your client is acting as an intermediary (either directly or indirectly through other intermediaries) for another person who is the beneficial owner of the Client Transaction, you undertake and confirm that you have arrangements in place:

(a) 要求閣下的客戶在 12.1 條（記錄保存）中所指明的期限內保存或促使保存與該客戶交易的實益所有人有關的客戶資訊；以及  
(a) requiring your client to retain or procure the retention of the Client Information in relation to the beneficial owner of the Client Transaction for the period specified in Clause 12.1 (Retention of Records); and

(b) 使閣下有權在我們指明的期限內經請求獲得或披露與該實益所有人有關的客戶資訊，或促使獲得或披露該資訊。  
(b) which entitle you to obtain and disclose the Client Information in relation to the beneficial owner upon request and within the required time limit specified by us, or procure that it be so obtained and disclosed.

12.3 向中華通監管機構披露資訊：若我們收到任何中華通監管機構有關客戶交易的查詢，閣下應在要求下並在我們指明的期限內，向我們或相關中華通監管機構披露與客戶交易的實益所有人有關的客戶資訊，或促使披露該資訊。

12.3 Disclosure of information to China Connect Authority: If we receive an enquiry from any China Connect Authority in relation to a Client Transaction, you shall, upon request and within the time limit specified by us, disclose to us or to the relevant China Connect Authority the Client Information, or procure such disclosure, in relation to the beneficial owner of the Client Transaction.

12.4 5% 規則：閣下確認並同意，根據現行的中國證券相關法律，閣下持有或控制中國上市公司股份達 5% 時，閣下須於三個工作天內，以書面形式向中國證監會及有關交易所彙報，並通知上市發行人。閣下不得於該三日內進行買賣相關股票。每當其持股量的增加或減少達至 5%，閣下亦須於三個工作天作出披露，由披露責任發生當日起至作出披露後兩個工作天內，閣下不得進行賣相關股票。若閣下的持股量變動少於 5%，但導致所持有或控制的股份少於 5%，閣下亦須於三個工作天內作出披露。閣下如對披露責任有任何疑問，請尋求專業意見。本公司不會對閣下的披露責任負責。

12.4 5% Rule: According to the Law of the PRC on Securities, when an investor holds or controls up to 5% of the issued shares of a Mainland listed company, the investor is required to report in writing to the CSRC and the relevant exchange, and inform the listed company within three working days. The investor is not allowed to continue purchasing or selling shares in that listed company during the three days. For such investor, every time when a change in his shareholding reaches 5%, he is required to make disclosure (in the same manner as mentioned above) within three working days. From the day the disclosure obligation arises to two working days after the disclosure is made, the investor may not buy or sell the shares in the relevant Mainland listed company. If a change in shareholding of the investor is less than 5% but results in the shares held or controlled by him falling below 5% of the relevant Mainland listed company, the investor is required to disclose the information within three working days. If you have any questions about disclosure obligations, please seek professional advice. The Company is not responsible for your disclosure obligations.

## 13. 彌償

### 13. Indemnity

此外，在不影響我們在本協議其他條款項下的任何權利的前提下，客戶將全部彌償我們及任何相關人士（合稱「**被彌償方**」）由我們或向客戶提供中華通證券交易或投資服務的任何相關人士直接或間接產生的任何申索、要求、訴訟、程式、損害、費用、支出、損失及所有其他責任，包括但不限於（a）與中華通相關的中華通證券的任何交易或持有所產生的任何稅項，（b）附表 I（風險披露聲明）提及的任何風險的實現，（c）因客戶所發出的指示使被彌償方產生的任何法律費用，（d）應向任何結算系統支付的因持有中華通證券而產生的任何費用或支出，或（e）與第 10 條（銷售、轉讓和追繳）相關發生的任何費用。

In addition and without prejudice to any of our rights under other sections of the Agreement, you will indemnify us and any Related Persons (together, the "**Indemnified Parties**") on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from us or any Related Persons providing any services to you in respect of your trading or investment in China Connect Securities, including, without limitation, to (a) any Taxes resulting from any trading or holding of China Connect Securities in relation to China Connect, (b) the materialization of any risk referred to in Schedule I (Risk Disclosure Statements), (c) any legal costs which any of the Indemnified Parties may incur in connection with any instruction given by you, (d) any fees or expenses payable to any clearance systems arising from the holding of China Connect Securities or (e) any costs incurred in connection with Clause 10 (Sale, Transfer and Disengagement).

## 14. 費用和稅費

### 14. Fees and Taxation

14.1 費用：閣下應負責支付我們不時訂定於收費表中有關的中華通條款所有費用、收費及支出。

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

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

14.2 Taxes: You shall be responsible for paying all Taxes, and you shall be required to comply with any filing or registration obligations, in each case as may be required under any China Connect Laws relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities.

14.3 進一步資訊：若我們被要求根據中華通法律或中華通規則支付任何稅費，我們可在需要時通知閣下並要求閣下向我們提供我們認為為滿足我們的義務所必需的任何相關資訊。閣下必須在接獲要求時立刻向我們提供該等資訊和文件，例如但不限於閣下購買中華通證券的費用、閣下或任何實益所有人的稅收狀況或居所。我們可從應向閣下支付的款項中預扣或扣除相關稅費的金額，閣下仍須承擔任何不足的部分。

14.3 Further Information: In the event we are required under China Connect Laws or China Connect Rules to pay any Taxes, we may notify you whenever necessary and request that you provide us with relevant information as we made deem necessary to fulfil our obligations. You must provide to us, promptly on such request, such information and documents such as but not limited to costs of your purchase of the China Connect Securities, your and/or any underlying beneficial owner's tax status or residence. We may withhold or deduct relevant Taxes from any amount due to you and you will remain liable for any shortfall.

14.4 未收到資訊：若在合理時限內，我們未從閣下收到任何要求提供的資訊以履行我們的義務，我們有權根據我們的絕對酌情權，無需進一步向閣下發出通知或要求，為了滿足我們或閣下支付或抵付任何稅費金額的義務，立即賣出、變現或按我們根據我們的絕對酌情權決定的其他處理方式處置閣下在我們開立的帳戶內的、為任何目的由我們持有的全部或部分財產，並用所得款項來抵消閣下對任何稅務機關或我們的欠款。

14.4 Non-Receipt of Information: In the event we do not receive any requested information from you within a reasonable period of time to fulfil our obligations, we shall be forthwith entitled in our absolute discretion, without further notice or demand to you, to satisfy any obligation of us or you to pay or account for any amounts in respect of any Taxes by selling, realizing or otherwise dealing with, in such manner as we in our absolute discretion may determine, all or part of any property held by us for any purpose in any of your accounts held with us, and to apply the proceeds in reduction of all or part of your liability to any tax authority or us.

14.5 準確性：我們沒有責任核對閣下提供的資訊的準確性，並且有權依據該資訊履行我們的義務。

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

14.6 減稅：我們對未能享受任何稅收減免或沒有獲得稅收抵免優惠不承擔任何責任。

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

## 15. 責任

### 15. Liability

無論本中華通其他條款如何規定，對於任何損害、責任或損失（包括利潤損失），我們及任何關聯人士概不負責，亦不就該等損害、責任或損失對閣下承擔任何責任，除非該等損害、責任或損失是直接由我們等或關聯人士的欺詐、故意失責或重大過失所致。

Notwithstanding any other provision in these China Connect Terms, neither we nor any Related Person shall be responsible for or have any liability to you for any damage, liability or loss (including loss of profit) unless such damage, liability or loss is a direct result of our or a Related Person's fraud, willful default or gross negligence.

## 16. 終止

### 16. Termination

在不限制我們可能享有的任何其他權利的情況下，任何一方可提前不少於 30 日書面通知另一方終止本中華通條款，或在本協議終止時自動終止。第 4 條（遵守中華通法律）、第 5 條（風險披露及確認）、第 10 條（銷售、轉讓和追繳）、第 13 條（彌償）、第 15 條（責任）和第 17.3 條（修訂）應在本中華通條款終止後繼續有效。當本中華通條款終止時，我們將根據閣下的指示交付中華通證券及現金。若閣下未能發出指示，我們將繼續持有中華通證券及 / 或現金，並就此按照我們的完全酌情權決定收取的費用。在任何情況下，我們有權根據我們的完全酌情權決定繼續持有中華通證券及 / 或現金，以便完成需要以閣下名義交收的任何交易。

Without limiting any other rights we may have, these China Connect Terms may be terminated by either party upon not less than 30 days' written notice to the other or automatically upon termination of the Agreement. Clauses 4 (Compliance with China Connect Laws), 5 (Risk Disclosures and Acknowledgement), 10 (Sale, Transfer and Disgorgement), 13 (Indemnity), 15 (Liability) and 17.3 (Amendment) shall survive termination of these China Connect Terms. On the termination of these China Connect Terms, we shall deliver China Connect Securities and cash in accordance with your Instructions. If you fail to give Instructions, we shall continue to hold China Connect Securities and/or cash for such fee(s) as we may in our sole discretion determine. We shall in any event be entitled to retain such China Connect Securities and/or cash as we may in our sole discretion determine in order to complete any Transaction required to be settled on your behalf.

## 17. 雜項

### 17. Miscellaneous

17.1 進一步保證：閣下將會按照我們合理的要求簽署任何其他必要的文件及 / 或提供任何資料和資訊，以便我們在中華通法律不時修訂或補充而變得必要時能夠履行我們在本中華通條款下的職責和義務。

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

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

17.2 Information Request: You will provide all information (including translations into Chinese, if required) to us which we request if such information is requested by any China Connect Authority or any exchange, regulatory authority or any organization (whether within or outside Hong Kong) with which HKEx or SEHK has entered into an information sharing arrangement or agreement. You acknowledge that, your failure

to comply with this provision may, amongst other things, result in a suspension of the provision of the China Connect Service to you.

17.3 修訂：我們保留根據第 20 條（修改）經書面通知客戶修改本中華通條款任何條款的權利。

17.3 Amendment: We reserve the right to vary any of the terms of these China Connect Terms by written notice to you in accordance with Clause 36.2 (Amendments) of the Terms.

17.4 投資者賠償基金：閣下應當注意，通過中華通在上交所和深交所進行交易均不受香港投資者賠償基金的保障。由於香港投資者並非通過內地券商在上交所和 / 或深交所進行交易，因此在內地不受中國證券投資者保護基金的保護。

17.4 Investor Compensation Fund: You should note that both SSE and SZSE trading under China Connect will not be covered by Hong Kong's Investor Compensation Fund. As Hong Kong investors are not carrying out SSE and/or SZSE trading through Mainland brokers, they are not protected by China Securities Investor Protection Fund on the Mainland.

18. 適用法律和司法管轄區

18. Governing Law and Jurisdiction

條款第 21 條（管轄法律及適用規定）在細節上作適當修正後應適用於本中華通條款。

Clause 21 (Governing Law and Applicable Regulations) of the Terms and Conditions for Securities Trading shall apply to these China Connect Terms mutatis mutandis.

19. 北向股票交易互聯互通機制下個人資料處理

19. Processing of Personal Data as part of the Stock Connect Northbound Trading

19.1 BCAN / CID: 閣下確認並同意，在向閣下提供中信信期國際證券有限公司北向交易服務（「北向交易服務」）時，我們需要：

19.1 BCAN/CID: You acknowledge and agree that in providing Stock Connect Northbound Trading Services ("Stock Connect Northbound Trading Services") to you, we will be required to:

(a) 對提交給中華通交易系統的每份訂單標記一個獨一無二且專屬於客戶的券商客戶編碼（以下簡稱「BCAN」）（如閣下的帳戶不是聯名帳戶）或分配給閣下的聯名帳戶的 BCAN（視具體情況而定）；及

(a) tag each of your orders submitted to the CSC with Broker-to-Client Assigned Number ("BCAN") that is unique to you (where your Account is not a joint account) or the BCAN that is assigned to your joint account, as the case may be; and

(b) 向聯交所提供閣下被指定的 BCAN 和聯交所可能不時要求的與閣下相關的客戶識別資訊（「CID」）。

(b) provide to SEHK your assigned BCAN and such identification information ("CID") relating to you as the SEHK may request from time to time.

19.2 個人資料：即使有任何相反規定，客戶確認並同意，本公司可收集、儲存、使用、披露及轉讓下述與客戶有關的個人資料：

19.2 Personal Data: Notwithstanding anything to the contrary, you acknowledge and agree that the Company may collect, store, use, disclose and transfer personal data relating to you as follows:

(a) 不時向聯交所及相關聯交所附屬公司披露並傳輸客戶的 BCAN 和 CID，包括在向中華通交易系統輸入中華通指令時標明客戶的 BCAN，該等指示將進一步即時傳輸至相關中華通市場運營者；

(a) to disclose and transfer your BCAN and CID to SEHK and the relevant SEHK Subsidiaries from time to time, including by indicating your 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;

(b) 允許聯交所及相關聯交所附屬公司：

(b) to allow each of the SEHK and the relevant SEHK Subsidiaries to:

(i) 收集、使用以及存儲閣下的 BCAN、CID 以及由相關中華通結算機構為市場監測監控目的和執行交易所規則而合併、驗證和配對的 BCAN 和 CID 資訊（資訊由中華通結算機構或聯交所保存）

(i) collect, use and store your 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 SEHK;

(ii) 為符合下文（c）及（d）規定的目的，不時將有關資料（直接或通過相關中華通結算機構）轉移給中華通市場運營者；及

(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 paragraphs (c) and (d) below; and

(iii) 向香港的相關監管機構和執法機構披露有關資料，協助其履行對香港金融市場的法定職責；

(iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;

(c) 允許相關中華通結算機構：

(c) to allow the relevant China Connect Clearing House to:

(i) 收集、使用以及存儲閣下的 BCAN 和 CID，以促進 BCAN 和 CID 的合併、驗證以及 BCAN 和 CID 與投資者資料庫的配對，並將相應合併、驗證和配對的 BCAN 和 CID 資訊提供給相關中華通市場運營者、聯交所及聯交所相關附屬公司；

(i) collect, use and store your 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 SEHK;

(ii) 使用閣下的 BCAN 和 CID 來履行其證券帳戶管理的監管職能；

(ii) use your BCAN and CID for the performance of its regulatory functions of securities account management;

(iii) 向有管轄權的大陸監管機構及執法機構披露有關資料，以促進其內地金融市場的監管、監察及執法職能的履行；以及

(iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and

(d) 允許相關中華通市場運營者：

(d) to allow the relevant China Connect Market Operator to:

(i) 通過使用中華通服務及執行相關中華通市場營運商的規則，收集、使用以及存儲閣下的 BCAN 和 CID，以促進其中華通市場的證券交易的監測監控；

(i) collect, use and store your 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) 向內地監管機構和執法機構披露有關資料，以便其履行內地金融市場的監管、監察及執法職能。

(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.

19.3 符合聯交所要求的個人資料：當客戶向本公司發出任何有關中華通證券的交易指示，客戶確認並同意，為遵守聯交所的要求及其不時有效的與北向交易服務相關的聯交所規則之目的，本公司可使用客戶的個人資料。客戶還確認，假如客戶隨後聲稱撤回同意，客戶的個人資料仍可為上述目的繼續存儲、使用、披露、轉移及以其他方式處理，無論是在該等聲稱撤回同意之前還是之後。

19.3 Personal Data for Compliance with SEHK's Requirements: By instructing the Company in respect of any Transaction relating to China Connect Securities, you acknowledge and agree that the Company may use your personal data for the purposes of complying with the requirements of the SEHK and its rules as in force from time to time in connection with the Stock Connect Northbound Trading Services. You also acknowledge that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

19.4 未能提供個人資料或同意的後果：未能根據本第 19 條的規定向本公司提供閣下的個人資料或同意可能意味著本公司將不會或不再能夠（視情況而定）執行閣下的交易指示或向閣下提供本公司北向交易服務或其任何部分。例如，本公司可能只能為閣下帳戶將閣下的中華通賣出訂單（而非任何買入訂單）指示輸入中華通交易系統。閣下亦應當注意，聯交所可能會不時施加其按其完全酌情權認為適當的標準、條件及要求，以確定在該等情況下可允許為閣下輸入中華通交易系統的中華通訂單。

19.4 Consequences of failing to provide Personal Data or Consent: Failure to provide the Company with your personal data or consent as described in this Clause 19 may mean that the Company will not, or no longer be able, as the case may be, to carry out your trading Instructions or provide you with the Company's Stock Connect Northbound Trading Services or any part thereof. For example, the Company may only be able to input your China Connect sell order (but not any buy order) Instructions into the CSC for your account. You should also note that SEHK may impose such criteria, conditions and requirements as it may in its sole discretion consider appropriate from time to time to determine the China Connect orders which may be allowed to be inputted into the CSC for you under such circumstances.

## 附件 VII: 債券交易

### Appendix VII: Bond Trading

#### 1. 適用範圍

#### 1. Application

本附件適用於中信信期國際證券有限公司(「本公司」)提供的與債券交易有關的服務。本附件為本協議的補充條款並應與此等條款以及可能不時修訂的適用於本公司提供的服務的任何其他條款和條件一同閱讀。本附件為本協議的組成部分。

This Appendix governs the CITIC CFI Securities Company Limited (“the Company”)’s provision of services in relation to bond trading. It supplements, and should be read together with, the Terms and any other terms and conditions governing the services provided by the Company, as they may be amended from time to time. It forms an integral part of the Agreement.

#### 2. 債券交易

#### 2. Bond Trading

2.1 基金帳戶：依據第 2.2 條（酌情權）的規限，客戶只能通過其基金帳戶交易債券。

2.1 Fund Account: Subject to Clause 2.2 (Discretion) of this Appendix, the Customer may only trade bonds through its Fund Account.

2.2 酌情權：本公司可按其絕對酌情權，拒絕向客戶提供債券交易服務和 / 或附加與基金帳戶或向客戶提供債券交易服務有關的任何條件。

2.2 Discretion: The Company may, in its absolute discretion, decline to provide bond trading services to the Customer and/or impose any conditions in relation to the Fund Account or its provision of bond trading services to the Customer.

2.3 本公司對於任何不能成功執行或延遲執行的客戶債券交易指示，並不負有任何責任。所有未執行的訂單將在交易期結束時失效。

2.3 Unsuccessful/Delayed Execution: The Company will not be liable for any unsuccessful execution or any delay in the execution of the Customer’s Instructions for bond trading. All unexecuted orders will lapse by the end of the Trading Period.

2.4 代理人：本公司在所有債券交易中都是以代理人身分行事。

2.4 Agent: The Company acts as agent in all transactions for bond trading.

2.5 託管人：客戶委任本公司（或任何實體，包括香港以外的實體，並由本公司指定）為客戶的託管人，並為客戶所投資的債券登記於託管人名下，由託管人代表客戶購入及持有。

2.5 Custodian: The Customer appoints the Company (or any entity, including an entity outside Hong Kong, appointed by the Company) to act as a custodian for any bond purchased by the Customer and to hold them under its/their name for and on behalf of the Customer.

2.6 價格：債券的實際買入和賣出價須在交易進行時確定，而本公司或其代表可隨時向客戶報價或提供價位，均屬參考性質，對本公司並不具約束力。

2.6 Prices: The actual bid and offer prices of bonds shall be determined at the time when the Transaction for bond trading is effected and any figures which may be quoted or provided to the Customer by the Company or its representatives at any time are for reference only and are not binding on the Company.

2.7 約束性：券交易的所有指示于提交時已是最終的決定並對客戶有約束性，但取決於是否被本公司接納及視乎最終交易而定。

2.7 Binding: All Instructions for bond trading are conclusive and binding on the Customer upon placement of any such Instruction, but is subject to final execution and acceptance by the Company.

2.8 派息日：債券的實際派息日可能與其原定派息日有所不同，要視乎不同因素，包括並不限於要視乎發行人、及本公司所委託的託管機構 / 信託機構所行使的酌情權，及相關銀行的轉帳程式和其他因素。

2.8 Coupon Pay Date: A bond’s actual coupon pay date may be different from its designated coupon pay date, subject to various factors including but not limit to the discretion of the issuer, the custodian nominated by the Company, the relevant bank transaction procedures and other factors.

#### 3. 客戶聲明

#### 3. Customer's Declarations

客戶聲明他或她：

The Customer declares that it:

3.1 非存款：完全明白債券不是銀行存款，及不會受到本公司所保證，或構成任何責任；

3.1 Not Deposits: fully understands that bonds are not bank deposits, are not endorsed or guaranteed by, and do not constitute any obligation of the Company;

3.2 風險披露：上述的風險披露是以客戶選擇的語言書寫（英文或中文）。本公司已呈請客戶細閱該風險披露，如需要，可提出問題或諮詢獨立意見。客戶完全知悉風險披露之內容並聲明會全部承擔及負責投資債券損失的風險；

3.2 Risk Disclosure Statements: was provided with the risk disclosure statements relevant to bond trading in a language of its choice (English or Chinese), was invited to read such risk disclosure statements, ask questions and take independent advice from professional advisors if it considers necessary, and has understood the risk disclosure statements;

3.3 相關資訊：已獲得，並已細閱債券說明書及 / 或其最新產品銷售文件或資訊及 / 或查閱最新產品銷售文件或資訊（視乎何種情況而定，「有關資訊」），並同意所載的條款。客戶完全知悉及理解有關資訊所載的條款，包括但不限於有關投資債券的風險和限制。本公司已呈請客戶細閱有關資訊，如需要，可提出問題或諮詢獨立意見。

3.3 Relevant Information: has been provided with, and has read, the prospectus and/or up-to-date product offering documents or information and/or

access to such up-to-date product offering documents or information of each of the relevant bonds to be purchased (as the case may be, the "Relevant Information") and agrees to the terms contained therein. The Customer is fully aware of and understands the terms set out in the Relevant Information, including, without limitation, the risks and restrictions of investing in that bond. The Customer has been invited to read the Relevant Information, to ask questions, and to take independent professional advice if the Customer wishes;

3.4 不提供意見：完全明白上述的有關資訊不擬提供，亦不可賴以作為稅務、法律或會計意見、或有關債券的信用或其他評估，也不得構成任何債券預期回報的保證或擔保。客戶應諮詢其稅務、法律、會計、投資、財務及 / 或其他顧問；

3.4 Not Advice: understands that the Relevant Information is not intended to provide, and must not be relied upon for, tax, legal or accounting advice, a credit or other evaluation of that bond nor as an assurance or guarantee as to the expected return (if any) of that bond. The Customer should consult its tax, legal, accounting, investment, financial and/or other advisors if the Customer wishes;

3.5 沒有被禁止：並非為或代表銷售文件所訂明被禁止購買或持有該債券的個人或團體；

3.5 Not Prohibited: is not prohibited from purchasing or holding that bond, and is not acting on behalf of any person or entity who is prohibited from purchasing or holding the bond, as set out in the prospectus;

3.6 地域限制：並非為銷售文件所訂明被禁止投資國家的公民或居民；

3.6 Geographical Restrictions: is not forbidden to invest in the countries set out in the prospectus;

3.7 有限流動性：明白債券的流動性可能有限，及可能無活躍交易，及 / 或沒有經紀在市場提供報價，因此(i)債券的參考買入 / 賣出價不可以在任何時間均能被提供，因其將取決於市場的流動性和情況；(ii)可能需要較長時間或無法於市場上出售債券；及(iii)所執行的賣出價可能與本公司提供的參考買入價有很大的差別；

3.7 Limited Liquidity: understands that bonds may have limited liquidity and may not be actively traded and/or quoted by brokers in the relevant Market. As such, (i) the indicative bid/offer price may not be available at all times as it depends on market liquidity and conditions; (ii) it may take a longer time or it may be impossible to sell the bonds to the relevant Market; and (iii) the executable sale price may differ significantly from the indicative bid price quoted;

3.8 損失：全部承擔及負責投資債券損失的風險；

3.8 Loss: is fully responsible for bearing the risk of loss involved in investing in bonds;

3.9 資訊準確性：明白本公司就債券交易服務中提供的任何資訊是按「現狀」、「可提供」的狀態提供，且僅供一般資訊使用。客戶同意此類資訊，如市場資料和報價均由第三方提供，而本公司並不保證此類資訊的準確性、可靠性、時效性、完整性或順序。本公司毋須就因此類資訊的任何不準確、遺漏或不完整而產生的任何損失負責或承擔責任，無論該資訊是由本公司還是第三方提供。

3.9 Accuracy of Information: understands that any information made available by the Company in relation to bond trading is provided on an "as is" and "as available" basis and is for general information only. The Customer agrees that certain information, such as market data and quotations are provided by third parties, and the Company does not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of any such information and the Company will not bear any liability for any loss arising from any inaccuracy, omission or incompleteness of that information, regardless of whether that information is provided by the Company or a third party; and

3.10 波動的市場狀況：明白由於市場狀況、任何市場的實質限制及證券價格急速變動，即使本公司、執行經紀和交易商（無論是在香港或其他地方）作出合理的努力，透過本公司作為代理人進行交易，本公司可能無法完全執行客戶的指示，交易指示未必可以於任何特定時間、于客戶指定的時間、「最佳價」或「市場價」執行。客戶同意在任何情況下均接納代客戶進行的交易，並受其約束，亦同意本公司毋須就因未能或無法遵守客戶指示的任何條款而產生的任何損失負責。

3.10 Volatile Market Conditions: understands that by reason of market conditions, physical restraints in any relevant market and rapid changes in the prices of securities and/or fluctuation in currency exchange rates, on occasion and despite the reasonable endeavours of the Company, executing brokers and dealers (whether in Hong Kong or elsewhere) through which the Company may deal with as agent, the Company may not be able to execute the Customer's instructions for bond trading in full, at the specified prices, at the times specified by the Customer, "at best" or "at market". The Company shall not be liable if any such instruction is not performed in full and the Customer shall accept and be bound by transactions effected by the Company.

## 附件 VIII: 基金銷售服務("附件")

### Appendix VIII: Fund Subscription Services ("Appendix")

#### 1. 適用範圍和定義:

#### 1. Application and Definitions

本附件適用於中信信期國際證券有限公司(「本公司」)提供的基金銷售服務。本附件為本協議的補充條款並應與此等條款以及可能不時修訂的適用於本公司提供的服務的任何其他條款和條件一同閱讀。本附件為本協議的組成部分。

This Appendix governs CITIC CFI Securities Company Limited (the "Company")'s provision of Fund Subscription Services. It supplements, and should be read together with, the Terms and any other terms and conditions governing the services provided by the Company, as they may be amended from time to time. It forms an integral part of the Agreement.

1.1 在本附件中, 除非上下文另有要求, 本協議中定義的術語在本文中使用时應具有相同含義。

1.1 In this Appendix, unless the context requires otherwise, the terms defined in the Agreement shall have the same meaning when used herein.

在本附件中:

In this Appendix:

「**適用法律**」是指適用於基金或其分銷、認購(視情況而定)的所有法律、規則、法規、準則、守則、命令和通函(無論是由法律訂立或監管機構訂立的);

"Applicable Laws" means all laws, rules, regulations, guidelines, codes, orders and circulars (whether imposed by applicable law or regulatory authorities) applicable to a Fund or to its distribution or subscription

「**交易流程**」指本公司與基金或相關基金的基金經理就基金份額的認購、轉換、贖回及其他附帶事項不時約定的任何流程。

"Dealing Procedures" means any procedures agreed between the Company and the Fund or the fund manager of the relevant Fund from time to time to govern the subscription, switching and redemption of Units therein and other incidental matters.

「**基金**」是指一個或多個(i)受證監會認可并可以于香港向公眾分銷的基金/基金;或(ii)任何未獲證監會認可并僅可分銷給銷售文件中限售條件指定投資者類別的基金(包括任何子基金及投資組合)或基金/基金;

"Fund" means (i) any collective investment scheme(s) authorized by the SFC for distribution to the public in Hong Kong; or (ii) any funds (including any sub-funds and portfolios) or collective investment scheme(s) not authorized by the SFC and to be distributed only to selected clients subject to selling restrictions contained in the relevant Offering Documents;

「**基金銷售服務**」指本公司根據客戶之指示, 就任何基金之任何單位之購買、認購、轉換、轉讓、贖回或出售, 以及有關款項或款項之處理, 所提供之服務。

"Fund Subscription Services" means services provided by the Company in connection with the purchase, subscription, switching, transfer, redemption or sale of any Unit in any Fund, and the dealing with any relating proceeds or moneys in accordance with the "Customer's instructions.

「**銷售文件**」就每個基金而言, 是指它的私人配售備忘錄、基金通函或認購章程(視情況而定)、任何附錄、補充及適用法律規定的其它材料;

"Offering Documents" means, with respect to each Fund, the Private Placement Memorandum, the offering circular or the Prospectus (as the case may be), all addenda and supplements and all other documents relating to such Fund which are required by the Applicable Laws in connection with the offering of such Fund in Hong Kong, as the same may be amended and supplemented from time to time;

「**董事會**」是指某個基金根據其組織章程而成立的董事會;

"Board of Directors" means a board of directors/trustees of a Fund constituted in accordance with the Fund Documents;

「**托管人**」是指有關基金不時委任為基金提供托管、保管、結算及其它相關服務的托管機構、保管機構(視情況而定)和(如適用的話)分托管人或有關機構的代表;

"Custodian" means the custodian/depositary(as the case may be) and if applicable, sub-custodian or delegate as appointed by a Fund from time to time to provide custodial, depositary, settlement and certain other associated services to the Fund;

「**中信集團**」是指中信證券股份有限公司、中信期貨有限公司及(如適用的話)他們的股東公司、股東公司的子公司和聯屬公司;

"CITIC Group" means the CITIC Securities Co.,Ltd., CITIC Futures Co., Ltd and (if applicable) their shareholder companies, subsidiaries and affiliates of their shareholder companies;

「**管理人**」是指某個基金委任的管理人;

"Management Company" means the management company as appointed by a Fund;

「**投資經理**」是指管理人或基金委任的基金的投資經理或投資顧問(視情況而定);

"Manager" means the investment manager or investment adviser (as the case may be) of a Fund as appointed by the Management Company or the Fund;

「**營辦商**」是指籌組和成立某個基金的金融仲介商

"Sponsor" means the financial intermediary which organizes and sets up a Fund;

「**《風披聲明》**」是指本附件的附表《風險披露聲明》;

"RDS" means the Risk Disclosure Statement-Fund contained in Schedule of this Appendix;

「**受限人士**」是指(i)美國人;(ii)美國公民;(iii)美國稅務居民;(iv)為FATCA目的而指定的美國人;(v)由美國人控制的



外國人；(vi) 代表美國人或與美國人一起行事的外國人；(vi) 非美國合夥企業、非美國信托或類似的透明非美國實體中的任何屬美國人、美國公民或美國稅務居民的合夥人、受益人或所有人；或 (vii) 居住、成立或位于在認購章程中所列的任何受限國家或地區並因其居住地/國籍/地點/住所/居籍/注册成立地點或其它原因而不獲准投資于有關基金的實體/人士；

“Restricted Person” means a (i) U.S. Person; (ii) U.S. citizen; (iii) U.S. tax resident; (iv) specified U.S. person for purposes of FATCA; (v) a foreign person controlled by a U.S. Person; (vi) a foreign person acting on behalf of or in conjunction with a U.S. Person; (iv) a non-U.S. partnership, non-US trust or similar tax transparent non-U.S. entity that has any partner, beneficiary or owner that is a U.S. Person, U.S. citizen or US tax resident; or (vii) an entity/a person who is resident in or citizen of, or located or domiciled in, or incorporated in any of the country or territory listed in the Offering Documents and is not permitted by reason of residency/citizenship/location/domicile/incorporation or otherwise to invest in the Fund;

「代名人」是指代表認購基金的客戶持有股份的實體（一般為保管代理人旗下的代理人公司）；

“Nominee” means the entity (usually a nominee company of the Custodial Agent appointed by the Company) through which Units are held on behalf of a subscriber of a Fund (Customer);

「客戶信息」是指 (i) 關於客戶及其授權人員和受益人的身份和 (如適用的話) 個人私隱的信息；(ii) 客戶填寫的反洗錢認證表格以及本公司在進行客戶盡職調查過程或審查過程中獲得的所有信息和文件；(iii) 記錄本公司代表客戶進行的交易或本公司提供的服務的結單及資料；(iv) 基金認購及贖回記錄；及 (v) 與客戶的基金、MMF、任何基金或子基金股份持有有關的所有資料。

“Customer Information” means (i) the information relating to the identity and personal data of the Customer and of his authorized persons and beneficiaries; (ii) AML attestation form(s) and all information and documentation obtained by the Company in the course of its client due diligence process or review; (iii) statements and information relating to transactions conducted by the Company on behalf of the Customer or to the services provided by the Company; (iv) fund subscription & redemption records; and (v) all information related to Customer holdings of the shares in the Fund, MMF, any fund or sub-fund.

「股東」是指股份持有人；

“Shareholder” means a holder of Units;

「交易」是指客戶通過本公司認購基金的一項或多項交易。

“Transaction(s)” means a transaction or transactions in relation to Fund conducted by the Customer through the Company.

「單位」指基金中的任何股份或單位。

“Units” means any shares or units in a Fund.

為免生疑問，本附件應適用於任何基金中持有的任何零碎份額的任何交易，並且「份額」和「單位」應視為分別包括「零碎份額」和「零碎單位」。

For the avoidance of doubt, this Appendix shall apply to any transaction in any fractional holding in any Fund and references to “shares” and “units” shall be construed so as to include references to “fractional shares” and “fractional units”, respectively.

1.2 客戶同意並認同基金屬《證券買賣條款》中定義的「證券」，因此涉及基金的任何交易均按照《證券買賣條款》、本附件（作為補充）和（如適用）客戶與本公司間的其它相關協議而進行。

The Customer agrees and acknowledges that Fund(s) constitute(s) “securities” as defined in the Terms and Conditions for Securities Trading, and accordingly and transactions in Fund are conducted in accordance with the Terms and Conditions for Securities Trading as supplemented by this Appendix and (if applicable) other relevant agreements between the Customer and the Company.

1.3 客戶同意並確認本附件構成具有法律約束力的協議。若客戶指示本公司進行任何交易，客戶將視為已接受本附件的條款和條件並受其約束。

The Customer agrees and acknowledges that the Appendix shall constitute a legally binding contract. By giving instructions to the Company to conduct any Transactions, the Customer is deemed to have accepted and agreed to be bound by the terms and conditions with this Appendix.

1.4 附表構成本附件的一部分，其效力如同本附件正文中的全文一樣。

The Schedule forms part of this Appendix and shall have effect as if set out in full in the body of this Appendix.

## 2. 基金銷售服務業務範圍

### 2. Scope of Fund Subscription Services

2.1 本公司可以向客戶提供（但無義務提供）基金銷售服務。本公司可不時向客戶提供與基金銷售服務相關的其他功能和服務，在這種情況下，客戶應在使用該等功能或服務之前閱讀並同意適用其他條款和條件。基金認購業務以及其他與基金認購業務相關的附加業務通過戶口進行。

2.1 The Company may (but is not obliged to) provide to the Customer the Fund Subscription Services. Additional functions and services in connection with the Fund Subscription Services may be provided by the Company to the Customer from time to time, in which case additional terms and conditions may apply which the Customer should read and agree to before using those functions or services. The Fund Subscription Services and any additional services in connection with the Fund Subscription Services shall be provided through the Account

2.2 如果客戶進行交易：

2.2 Where the Customer enters into a Transaction:

(a) 本公司可能招攬或向客戶建議相關基金，在這種情況下，條款第 4.12 條（與本公司達成的招攬銷售或建議投資產品的交易）的規定應適用；和 / 或

(a) the Company may have solicited the sale of or recommended to the Customer the relevant Fund, in which case clause 4.12 (Transactions entered into with the Company with solicitation of the sale or recommendation of Investment Products by the Company) of the Terms and

Conditions shall apply; and/or

(b) 客戶可能已與本公司進行該等交易，而該等交易未與或在與本公司的任何招攬、建議或意見不一致的情況下進行，在此情況下，條款第 4.13 條應適用。

(b) the Customer may have entered into such Transaction with the Company, without or in circumstances where it is inconsistent with any solicitation, recommendation or advice from the Company, in which case clause 4.13 of the Terms and Conditions shall apply.

2.3 本公司可能會通過電子方式（包括電子服務）向客戶提供與相關基金或投資組合相關的發售文件、通知、通訊或任何其他文件。客戶同意使用電子方式（包括電子服務）作為交付上述文件的一種方式。

2.3 The Company shall make available to the Customer via electronic means (including via the Electronic Services), the offering documents, notices, communications or any other documents in connection with the relevant Funds. The Customer consents to the use of such electronic means (including the Electronic Services) as a mode of delivery of the abovementioned documents.

3. 認購和贖回申請及付款

3. Subscription and Redemption Applications and Payment

3.1 認購、購買、贖回、出售或轉換任何單位的任何指示（無論是全部還是部分）必須通過本公司的移動應用程式或本公司規定的任何方式以電子方式作出，並隨附本公司可能不時要求的任何必要文件。

3.1 Any Instruction to subscribe for or purchase, redeem, sell or switch any Unit (whether in whole or in part) must be made electronically through the Company's mobile application or any manner as prescribed by the Company, accompanied by any required documentation as may be required by the Company from time to time.

3.2 所有與單位認購、轉換或贖回相關的指示以及由此產生的交易和支付均應遵守交易流程及或本公司不時規定的任何其他要求。本公司有權無須徵詢客戶的意見，亦無須給予任何理由，無視任何未能符合交易流程的指示或本公司的其他要求，或執行該等指示及為符合交易流程或本公司不時規定的其他要求而對該等指示作出的必要修改。例如，當客戶下達指示贖回任何單位，並且由於該指示，基金份額在該指示執行後將剩餘 0.0001 個單位或更少（或本公司不時決定的任何其他小數單位）（下稱「剩餘小數單位」），客戶謹此授權本公司代表客戶贖回任何剩餘小數單位，而該交易應被視為原始指示的一部分。對於客戶因行使上述酌情權而延遲或未能傳送或執行認購、購買、轉換、轉讓、贖回、出售或以其他方式處理任何單位的任何指示而可能蒙受或招致的任何損失、損害、費用或開支，本公司概不對客戶負責。

3.2 All Instructions and the resulting transactions and payment in relation to the subscription, switching or redemption of Units shall be subject to the Dealing Procedures and/or any other requirements as prescribed by the Company from time to time. The Company is entitled, without reference to the Customer and without giving any reason, either ignore any Instruction that fails to comply with the Dealing Procedures or such other requirements of the Company, or to execute such Instruction with such modifications to it as may be necessary to comply with the Dealing Procedures or such other requirements of the Company from time to time. For instance, should the Customer place an Instruction to redeem any Units and, as a result of such Instruction, there will remain a balance of 0.0001 Unit or less (or any other fractional Unit as determined by the Company from time to time) following the execution of such Instruction (hereinafter referred to as "**Remaining Fractional Units**"), the Customer hereby authorises the Company to redeem any Remaining Fractional Units on behalf of the Customer, which transaction shall be deemed to be a part of the original Instruction. The Company will not be responsible to the Customer for any losses, damages, costs or expenses that the Customer may suffer or incur arising from or in connection with any delay or failure in transmitting or effecting any Instruction to subscribe, purchase, switch, transfer, redeem, sell or otherwise deal with any Units in connection with exercising such discretion.

3.3 本公司獲授權按照客戶或其代表發出或聲稱發出的任何指示行事。本公司無義務認證、核實任何該等指示的完整性和準確性，或核實發出該等指示的任何人士的身份。

3.3 The Company is authorised to act on any Instruction given or purportedly given by or on behalf of the Customer. The Company does not have any obligation to authenticate, verify the completeness and accuracy of any such Instruction or verify the identity of any person giving such Instruction.

3.4 本公司有權信賴並執行本公司善意認為屬實的任何該等指示，而無須對客戶因此而蒙受的任何損失負責。但是，本公司有絕對酌情權拒絕按任何該等指示行事而無需任何理由，對於客戶因延遲或未能傳輸或執行認購、購買、轉換、轉讓、贖回、出售或以其他方式處理任何單位或投資組合的任何指示而可能遭受或發生的任何損失、損害、費用或支出，本公司不對客戶承擔任何責任。

3.4 The Company shall be entitled to rely and act on any such Instruction which the Company in good faith believes to be genuine, and shall not be responsible for any loss which the Customer may incur as a result. However, the Company has absolute discretion to refuse to act upon any such Instruction without reason, and the Company will not be responsible to the Customer for any losses, damages, costs or expenses that the Customer may suffer or incur arising from or in connection with any delay or failure in transmitting or effecting any Instructions to subscribe, purchase, switch, transfer, redeem, sell or otherwise deal with any Units.

3.5 客戶透過特定途徑發出指示的權利須始終受制於本公司的酌情權。本公司可隨時撤銷客戶透過特定途徑發出指示的權利，無須事先通知。本公司應在收到客戶或任何授權人發出的任何指示後，且在客戶向本公司支付的購買價格、認購款項或費用後，向相關基金管理人、基金或產品發行人執行該等指示。

3.5 The Customer's right to give Instructions via a particular channel shall at all times be subject to the discretion of the Company. The Company may at any time revoke the Customer's right to give Instructions through a particular channel without prior notice. The Company shall execute any Instructions placed by the Customer or any Authorised Person by placing it with the relevant fund manager, Fund or product issuer upon receipt of the Instruction and payment of the purchase price, subscription moneys or expenses payable by the Customer to the Company.

3.6 本公司將儘快執行任何指示，但該等指示的執行可能與基金相關發售文件中規定的時間不一致。客戶確認，本公司可每日或不時地將客戶向本公司下達的訂單與本公司其他客戶下達的訂單合併計算，以便本公司向相關基金經理、基金或產品發行人下達該等訂單以供執行。

3.6 The Company will effect any Instruction as soon as practicable, however, the execution of such Instruction may not coincide with the timeframe stipulated in the relevant offering documents of the Fund. The Customer acknowledges that orders placed by the Customer with the Company may be aggregated and consolidated either daily or from time to time by the Company together with orders placed by the Company's other Customers for the purpose of placement of such orders by the Company with the relevant fund manager, Fund or product issuer for execution.

3.7 受限於帳戶的持續運作，如果本公司在按其完全和絕對酌情權不時決定的相關基金的交易截止時間前收到有效及完整的指示（連同所有款項、所需的資料及文件），一般將於本公司收到該等指示之日處理該等指示。若在本次交易截止後或香港出現 8 號（或以上）颱風信號或黑色暴雨警告信號當日收到指令（及資金），通常按基金發售文件的約定（或基金管理人、基金或產品發行人等另行確定）於基金的下一交易日執行。客戶必須指明選擇哪一檔基金，以便處理投資指令。如果本公司合理地認為有理由延遲或拒絕處理或接受任何指示，本公司保留延遲或拒絕處理或接受任何指示的權利。

3.7 Subject to the continuing operation of an Account, an Instruction will generally be processed on the day of receipt by the Company of such Instruction if a valid and complete Instruction (together with all monies, required information and documents) is received by the Company before the dealing cut off times for the relevant Fund as specified by the Company in its sole and absolute discretion from time to time. If an Instruction (and monies) is received after this dealing cut off time or on a day when a typhoon Signal No. 8 (or above) or black rainstorm warning has been issued in Hong Kong, execution will be done usually on the next dealing date of the Fund in accordance with the terms of the offering documents of the Fund (or as otherwise determined by the relevant fund manager, Fund or product issuer). The Customer must specify the choice of the Fund in order for the Instruction to be processed. The Company reserves the right to delay or refuse to process or accept any Instruction, if in its reasonable opinion, there are grounds for doing so.

3.8 基金的實際買入價（「**實際買入價**」）和賣出價應在交易生效和結算時確定，本公司或其代表在指示時可能向客戶報價或提供的任何數值（「**報價**」）僅供參考，對本公司不具有約束力。

3.8 The actual bid price (the “**Actual Bid Price**”) and offer price of a Fund shall be determined at the time when the transaction is effected and settled and any figures which may be quoted or provided to the Customer by the Company or its representatives at the time of Instruction (the “**Quoted Price**”) are for reference only and are not binding on the Company

3.9 客戶確認單位的發行、轉換、贖回和取消，以及每股價值的結算和計算將由托管人（自行或通過代理人）按照相關規則和慣例、基金文件和基金的其他指示進行。

3.9 The Customer acknowledges that, issue, switching, redemption and cancellation of Units, and settlement and calculation of value per Unit will be carried out by the Custodian (by itself or acting through agents) in accordance with the relevant rules and practices, the Offering Documents and other instructions given by or on behalf of the Fund.

3.10 客戶確認，單位僅可于交易日贖回，而管理人可就贖回單位收取贖回費用，而該等費用將會從贖回款項中扣除。 管理人向股東發出書面通知后可以增加贖回費用。 客戶通常需要事先通知經理人有意贖回。 不同的基金有不同的要求和程序。 客戶應參閱銷售文件以獲取詳細信息。

3.10 The Customer acknowledges that Units may only be redeemed on the trading days of the Fund and that the Management Company may charge a redemption charge on the redemption of Units and such charge will be deducted from the redemption monies where applicable. The Management Company may also increase the redemption charge upon giving Shareholders written notice. The Customer is usually required to give the Manager prior notice of an intended redemption. Different Fund will have different requirements and procedures. The Customer should refer to the Offering Documents for details.

3.11 客戶明白，如果他要求贖回或轉換其持有股份，那些安排可能在稅務條例角度被視為出售。一般而言，投資者不需要就從贖回或轉換任何股份所獲得的資本增值收益繳納任何香港稅項。然而，倘認購、轉換或贖回股份為或構成在香港從事貿易、專業或進行商業活動的一部分，所獲得的資本增值收益可能需繳納香港利得稅。 如果客戶對其稅務狀況有任何疑慮，客戶應尋求獨立專業意見。

3.11 The Customer understands that redemption or switching of his holding may be deemed as a disposal for tax purposes. Generally, investors will not be subject to any Hong Kong tax on capital gains realized on the redemption or switching of any Units. However, if any acquisition, switching or redemption of Units is or forms part of a trade, profession or business carried on in Hong Kong, the gains realized may attract Hong Kong profits tax. The Customer is advised to seek independent professional advice if he has any concerns about his tax position.

3.12 此外，根據相關的基金，管理人/投資經理可以暫停發行、贖回、轉換股份或延長到期日（如適用）並在某些情況下解除基金。客戶應參閱銷售文件以獲取詳細信息。

3.12 Further, depending on the Fund in question, the Management Company/the Manager may suspend the issue, redemption and switching of Units or extend the maturity date if applicable and unwind the Fund under some circumstances. The Customer should refer to the Offering Documents for details.

3.13 本公司無權代表任何基金管理人、基金或產品發行人接受認購、轉換或贖回任何單位的指示（或申請）。本公司收到該等指示、必要的付款及任何其他文件並不構成相關基金管理人、基金或產品發行人接受該等指示。

3.13 The Company has no authority to accept Instructions (or applications) for subscription, switching or redemption of any Unit for and on behalf of any fund manager, Fund or product issuer. Receipt of such Instructions and the requisite payment and any other documentation by the Company shall not amount to acceptance of the Instruction by the relevant fund manager, Fund or product issuer.

3.14 客戶確認，任何從本公司收到指令的基金經理、基金或產品發行人均無義務接受該指令的部分或全部。本公司不對基金管理人、基金及產品發行人拒絕或者拖延接受指令而給客戶造成的損失（包括投資機會損失）承擔保證責任。

3.14 The Customer acknowledges that any fund manager, Fund or product issuer who receives an Instruction from the Company is not obliged to accept such order in part or whole. The Company shall have no responsibility nor liability for ensuring that the relevant Fund manager, Fund or product issuer allots the Units or for any losses (including any loss of investment opportunity) which the Customer may suffer or incur as a result of any refusal to accept or delay in accepting such Instruction by the fund manager, Fund or product issuer.

3.15 客戶確認：(a) 客戶就每筆購買或認購單位的指令應向本公司（或本公司指定的其他人士）支付的購買價款、認購款項或費用，應從客戶的戶口（或本公司不時另行指示的帳戶）中扣除；及 (b) 本公司就每筆出售、贖回或以其他方式處置單位的指令而收到的贖回款項，在任何情況下均應按照有關基金募集文件（或基金管理人、基金或產品發行人不時另行決定）規定的交收期，支付或存入客戶指定並經本公司同意的帳戶。

3.15 The Customer acknowledges that (a) the purchase price, subscription moneys or expenses payable by the Customer to the Company (or another person as specified by the Company) in relation to each order to buy or subscribe for Units shall be debited from the Account (or otherwise directed by the Company from time to time); and (b) any redemption proceeds received by the Company in relation to each order to sell, redeem

or otherwise dispose of the Units shall, in any event, be paid or credited to an Account designated by the Customer and agreed by the Company in accordance with the settlement periods stipulated in the offering documents of the relevant Funds (or otherwise determined by the Fund manager, Fund or product issuer from time to time).

3.16 如果客戶在任何時間選擇（或本公司不時另行指示）支付本附件第 3.15（a）條項下的所需款項的帳戶餘額不足（例如，客戶已指定證券帳戶進行該等付款），客戶不可撤銷地指示並授權本公司在不事先通知客戶的情況下，抵銷或轉帳客戶其他帳戶（例如帳戶）的結餘金額，以清償本附件第 3.15（a）條項下的任何款項。

3.16 If at any time there is insufficient balance in the Account that the Customer has elected (or otherwise directed by the Company from time to time) to make the required payments under Clause 3.15(a) of this Appendix (for example, the Customer has designated the Securities Account to make such payments), the Customer irrevocably directs and authorises the Company to, without prior notice to the Customer, set-off or transfer any sum standing to the credit of the Customer's other Account (for example, the Account), towards the satisfaction of any payments to be made under Clause 3.15(a) of this Appendix.

3.17 客戶進一步同意，對於單位的購買或認購，如果帳戶中指定支付的資金不足，或者在本公司規定的時間內未收到已清算資金（不含任何扣除或預扣款項），本公司保留拒絕或延遲處理任何訂單的權利。

3.17 The Customer further agrees that for purchases or subscriptions of Units, the Company reserves the right to reject or delay the processing of any orders if there are insufficient funds in the Account designated for payment or if cleared funds (free of any deductions or withholdings) are not received by such time as prescribed by the Company.

3.18 本公司獲授權根據適用法規採取其認為適當的步驟，向客戶提供基金銷售服務，包括無須就基金份額代扣及 / 或繳付任何應繳付的稅款或稅項，以及根據適用法規的規定向客戶（包括閣下的授權人士及受益人）、客戶持有的任何基金份額或與該等基金份額或投資組合相關的任何交易，本公司的任何第三方服務提供者或代理人、基金經理、基金或產品發行人（或其代表）作出要求披露的披露。

3.18 The Company is authorised to take such steps as it may consider expedient to enable it to provide Fund Subscription Services to the Customer including the right to withhold and/or make payment of any taxes or duties payable on or in respect of the Units without any liability thereof and to disclose information about the Customer (including your authorised persons and beneficiaries), any Units held by the Customer or any transactions in connection thereto in accordance with the Applicable Regulations or to any of member of any third party service providers or agents of the Company, a fund manager, a Fund or product issuer (or its representatives) upon request.

3.19 客戶同意（並應促使任何被授權人）以本公司不時規定的方式並採取本公司不時規定的步驟和時間向公司提供資訊、資料和文件，以使本公司、其代名人就任何資金執行指示、開展基金銷售服務和 / 或遵守任何文件的任何條款、適用法規和適用市場慣例。

3.19 The Customer agrees to (and shall procure that any Authorised Person to) provide the Company with such information, materials and documents in such manner and take such steps and by such time as prescribed by the Company from time to time so as to enable the Company or its nominees to effect an Instruction, perform the Fund Subscription Services and/or to comply with any term of any document in respect of any Funds, Applicable Regulations and the applicable market practice.

#### 4. 陳述和保證 Representations and Warranties

4.1 除了《證券買賣條款》中包含的陳述、保證和承諾外，客戶也聲明、保證并承諾他：

In addition to the representations, warranties and undertakings contained in the Terms and Conditions, the Customer represents warrants and undertakes that:

(a) 已收到、閱讀和明白銷售文件等相關材料，并同意其對客戶具有決定性和約束力；

(a) He has received, read and understood the Offering Documents and other related materials, and agrees that they will be conclusive and binding on him;

(b) 完全理解銷售文件的內容以及與任何交易相關的風險，包括但不限於條款及細則附件 I《風險披露聲明》及《風披聲明》中所談及的風險；

(b) He fully understands the contents of the Offering Documents and of the risks relating to any of the Transactions including but not limited to the risks set out in the Risk Disclosure Statement of the Terms and Conditions and the RDS;

(c) 接受銷售文件中所載的條款和條件；

(c) He accepts the contents of the terms and conditions stipulated in the Offering Documents;

(d) 僅倚賴銷售文件及其進行的獨立調查，按其獨立判斷訂立交易并就此交易負全責。在作出投資基金的決定時涉及的法律、稅務及其他經濟考慮因素方面，除其本身的顧問以外，不倚賴代名人或本公司或任何其他人士或實體；

(d) He has relied solely upon the Offering Documents and the independent investigation made by him, and is entering into the Transactions at his sole judgment and responsibility. He is not relying on the Nominee or the Company or any other person or entity with to the legal, tax and other economic considerations involved in making a decision to invest in the Fund other than his own advisors;

(e) 具有財務及商業事宜相關知識經驗，能夠評估其于基金的投資的優劣和風險，亦有足夠能力承擔因進行交易而產生的財務風險和其他風險；

(e) He has such knowledge and experience in financial and business matters that the Customer is capable of evaluating the merits and risks of his investment in the Fund and is also capable of assuming the financial and other risks of entering into any Transactions;

(f) 有足夠的資產淨值可以承擔所有風險及因交易而產生的潛在損失；

(f) He has sufficient net worth to be able to assume the risks and bear the potential losses resulting from a Transaction;

(g) 有資格認購基金，并將遵守或已遵守銷售文件、餘額寶服務申請表格（如適用）及《概覽》所述的相關條款及條件，或在無任何書面銷售文件的情況下，將遵守或已遵守相關交易的條款及條件；

(g) He is eligible to purchase the Fund and will comply with or has complied with the relevant terms and conditions, undertakings, selling restrictions as stated in the Offering Documents or, in the absence of any written offering documents, will comply with or has complied with the terms and conditions of the relevant Transaction;

(h) 能夠根據銷售文件、餘額寶服務申請表格（如適用）、《概覽》或任何其他相關文件的要求，作出并將作出所有應由認購方或股東作出的陳述及聲明；

(h) He is capable of making and will make all the representations and declarations required to be made by a subscriber or Shareholder under the terms of the Offering Documents, the SCM Service Application Form (where applicable), the Term Sheet, or any other relevant documents;

(i) 代表自身而不是代表任何第三方訂立交易，并且是最終負責發出每一項交易指示的人士，也是享受相關交易的商業或經濟利益及承擔相關的商業或經濟風險的人士；

(i) He is entering into the Transactions on behalf of himself and not for and on behalf of any third parties and that he is the person ultimately

responsible for originating the instruction in relation to each Transaction and that he is the person that stands to gain the commercial or economic benefit of the Transactions and/or bear the commercial or economic risk;

(j) 在認購未經證監會認可的基金時，是《證券及期貨條例》及《證券及期貨（專業投資者）規則》（第 571D 章）所界定的「專業投資者」；

(j) When subscribing a Fund not authorized by the SFC, he is a “professional investor” as defined in the SFO and the Securities and Futures (Professional Investors) Rules (Cap. 571D) of Hong Kong

(k) 他不在美國；

(k) He is not in the U.S.;

(l) 不是一位受限人士；

(l) He is not a Restricted Person;

(m) 他是出于投資目的而認購有關基金，而不是為了任何分銷或處置安排擬轉售有關集體投資畫；

(m) He is subscribing the Fund for investment purposes and not with a view to, or for resale in connection with, any distribution or any disposition thereof;

(n) 他認購有關基金并未違反任何適用法律或其它相關司法管轄區（法律或監管機構）不時訂定的法例、指引、準則、規則、限制或法規；

(n) His subscription of the purchase of the relevant Fund does not violate any Applicable Laws or other legislation, guidelines, codes, rules, restrictions and regulations in force and applicable to it (whether imposed by applicable law or by competent regulatory authorities) in any applicable jurisdiction from time to time;

(o) 他作出或將作出有關基金申請人、投資者或持有人須作出的所有陳述、保證及承諾（無論是向有關基金、其管理人或其他代表或本公司，或任何其他相關監管機構或人員作出），包括但不限于銷售文件要求作出的聲明、保證及承諾，或在無任何書面銷售文件的情況下，他作出或將作出相關交易的條款及條件規定證券申請人或持有人須作出的所有陳述、保證及承諾，并授權本公司代表其作出該等陳述、保證及承諾；

(o) He gives or will give all the representations, warranties and undertakings which an applicant or investor of a Fund is required to give (whether to the Fund, the Management Company or the Manager or other representatives or the Company, or any other relevant regulators or persons), including but not limited to those set out in the Offering Documents or, in the absence of any written offering documents, he gives or will give all the representations, warranties and undertakings required to be made by an applicant or holder of the securities in the terms and conditions of the relevant Transaction and authorizes the Company to give such representations, warranties and undertakings on his behalf;

(p) （如適用的話）盡他所知及所信，申請表格內所提供并與申請表格有關的所有資料均為真實、完整和準確。

(p) If applicable, all information provided in the subscription form/application form is true, complete and accurate to the Customer’s best knowledge and belief.

(q) 在任何時候于所有交易方面已遵守并將遵守透過本公司進行交易所在的司法管轄區及其國籍及住所或注册成立地點及 / 或主要營業地點（視情況而定）所在司法管轄區的所有適用法律、規則及規例（包括但不限于所有證券、反洗錢、資料保護、外匯管制、反賄賂、FATCA 及其他稅務法律、規則及規例）；

(q) He has complied with and will comply with all applicable statutes, rules and regulations (including, without limitation, all applicable securities, anti-money laundering, data protection, foreign exchange control, anti-bribery, FATCA and other tax statutes, rules and regulations) of the jurisdiction of the Transaction through the Company and the jurisdictions of his citizenship and his residence or place of incorporation and/or principal business, as the case may be, at all times in respect of all the Transactions;

(r) 于任何時候均遵守銷售文件、認購章程或任何其他相關文件下的所有條款、條件、義務及契諾；

(r) He shall at all times comply with the Offering Documents, prospectus or any other relevant documents;

(s) 具有履行本附件下及與交易相關的義務之權力、授權及能力，并已采取所有公司或其他必要行動以授權履行本附件下及與交易相關的義務；

(s) He has the power, authority and capacity to perform his obligations hereof and in connection with the Transaction and has taken all corporate or other actions necessary to authorise the performance of his obligations hereunder and in connection with the Transaction;

(t) 正式授權本公司代表其進行交易；

(t) He duly authorizes the Company to do the Transactions on his behalf;

(u) 須在有要求時隨時向本公司、其聯屬公司、發行人、基金、投資經理、管理人、代名人、營辦商、董事會、基金分銷商、托管人、保管代理人，及 / 或監管機構提供客戶資訊、本公司要求的關於客戶或其自身的客戶的財務及任何其他資料（包括但不限于對交易擁有最終實益權益的人士的身份）；及

(u) He shall supply to the Company, its Affiliates, Issuer, Fund, the Manager, Management Company, Nominee, Sponsor, Board of Directors, fund distributors, Custodians, Custodial Agent, and/or regulators, on demand at any time or times Customer Information, financial and any other information about the Customer or its clients (including, without limitation, the identities of the persons ultimately beneficially interested in the Transaction) as the Company may request; and

(v) 如上述任何陳述和保證變得失實、不準確或具誤導成分，將立即知會本公司。

(v) He will notify the Company immediately if any of the representations and warranties set out above becomes untrue, inaccurate or misleading.

所有陳述和保證（包括上述各項）均應被視為在每次發出交易指示之前由客戶複述一次。

All representations and warranties (including those set out above) shall be deemed to be repeated by the Customer immediately before each Instruction to effect a Transaction.

4.2 客戶確認本公司已告知客戶；

4.2 The Customer acknowledges and confirms that he has been informed by the Company that:

(a) 有關基金將不會根據經修訂的 1933 年美國《證券法》登記，除非根據美國《證券法》獲得註冊要求的豁免或有關交易不受美國《證券法》的註冊要求管轄，否則有關基金不得直接或間接在美國境內向公眾發售或出售，或為任何美國人士的利益而出售；

(a) some Fund have not been and will not be registered under the U.S. Securities Act of 1933, as amended and may not be offered or sold directly or indirectly within the U.S. except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act

(b) 如任何股份的實益擁有人（無論是單獨或聯同任何其他人士一起擁有）是美國人或受限人士的話，有關基金可根據基金文件/銷售文件強制贖回，而本公司可能有責任向基金、管理人及/或投資經理（視情況而定）作出彌償；

(b) any Shares beneficially owned by a U.S. Person or other Restricted Person, either alone or in conjunction with any other person, may be compulsorily redeemed in accordance with the Scheme Documents/Offering Documents, and the Company may be liable to indemnify the Fund,

the Management Company and/or the Manager (as the case may be) therefor;

(c) 除非另有說明，有關基金的銷售文件并未根據新加坡《證券及期貨法》（第 289 章）、《清盤及雜項條例》、美國法律或其他司法管轄區法律于當地登記為發售章程；

(c) save as indicated otherwise, the Offering Documents relating to the relevant Fund have not been registered as a prospectus under either the Securities and Futures Act (Cap. 289) (the SFA) in Singapore, CWUMPO, under U.S. laws or the laws of other jurisdictions;

(d) 除非另有說明，有關基金可能或可能未獲授權在香港或任何國家、州或司法管轄區內公開發售；及

(d) save as indicated otherwise, the relevant Fund may or may not have been authorized for public sale in Hong Kong or any countries, states or jurisdictions; and

(e) 本公司必須遵守銷售文件中規定的銷售限制，并可能有責任在出現違反該等限制情況時向基金、管理人及/或投資經理作出彌償。

(e) The Company is required to comply with the selling restrictions set out in the Offering Documents and may be liable to indemnify the Fund, the Management Company and/or the Manager (as the case may be) in case of breach.

4.3 客戶確認，本公司、是按照客戶根據上面第 4 條和《證券買賣條款》內各項陳述和保證來決定是否為客戶申購有關基金，而該基金、其管理人及投資經理（視情況而定）也是按照那些陳述和保證來決定是否接納客戶的認購申請。

4.3 The Customer acknowledges that the representations, warranties and confirmations contained in this Clause 4 and in the Terms and Conditions will be relied on by the Company in deciding whether or not to place any orders for and on behalf of the Customer and by the Board of Directors of the Fund, the Management Company and the Manager (as the case may be) in deciding whether or not to accept any subscription orders.

## 5. 投資的權屬和登記

### 5. Title and Registration of Investments

5.1 如果客戶認購基金單位，該等單位將以本公司的名義或以本公司與客戶的共同名義登記，或僅以客戶的名義登記（視具體情況而定）。本公司將不會是閣下在基金的任何投資的受益人。

5.1 If the Customer subscribes for Units in a Fund, the Units will be registered in the name of the Company or jointly in the name of the Company and in the Customer's name, or in the Customer's name only (as the case may be). The Company will not be the beneficiary of any of your investments in a Fund.

5.2 不會向客戶簽發單位證書。客戶將被發送一份其認購 / 獲得（或處置）任何單位的確認。

5.2 No Unit certificates will be issued to the Customer. The Customer will be sent a confirmation of its subscription/acquisition (or disposal) of any Unit.

5.3 除非本協議另有規定，否則本公司不得將任何單位或所有權文件借給任何第三方，也不得以任何單位或該等文件作為擔保向他人借款。

5.3 The Company may not lend any Unit or title documents to any third party, and may not borrow against the security of any Unit or such documents, unless otherwise provided in the Agreement.

## 6. 報告和投票

### 6. Reports and Voting

6.1 受限於適用法規的規定，本公司及託管人均無責任或義務為客戶行使認購或取得、接收或持有的任何單位的投票權或其他選擇權，除非客戶或任何獲授權人士以本公司不時規定的形式及時間作出書面指示，且本公司及客戶間達成協議的條款、條件、賠償、費用及收費。

6.1 Subject to the requirements of the Applicable Regulations, the Company and the custodian shall have no duty or obligation to exercise the voting rights or other elective rights of any Units subscribed or acquired, or received or held for the Customer, except upon the prior written Instructions of the Customer or any Authorised Person in such form and by such time as prescribed by the Company from time to time, and then only upon such terms, conditions, indemnities, fees and charges as agreed upon between the Company and the Customer.

6.2 在無該等指示和協議的情況下，本公司和託管人有權但無義務行使任何基金的表決權或其他選擇權（如有）。在此情況下，客戶同意，除非適用法規另有規定，否則本公司和託管人可以免除通知和交付給客戶的任何委託書或其他文件的任何責任和義務。

6.2 In the absence of such Instructions and agreements, the Company and the custodian shall be entitled to, but not obliged to, exercise the voting rights or other elective rights of any Fund (if any). Under such circumstance, the Customer agrees that the Company and the custodian may be exempted from any duty and obligation in respect of notification and delivery of any proxy or other document issued to the Customer, unless otherwise provided in the Applicable Regulations.

## 7. 終止

### 7. Termination

7.1 服務可透過下列途徑終止：

- (a) 由閣下向本公司發出最少兩個工作日（星期六、日或香港公眾假期除外）事先書面通知終止；
- (b) 由本公司向閣下發出最少兩個工作日（星期六、日或香港公眾假期除外）事先書面通知終止；或
- (c) 當在本公司開立的帳戶終止或基金銷售服務終止時，客戶或任何獲授權人士將被視為已向本公司發出指示。

7.2 在不限制或削弱 7.1 條下本公司的終止權力的情況下，如本公司認為下列（或其中任何一項）時間發生，本行有權即時暫停或種植全部或任何部分服務：

- (a) 閣下未有支付任何到期應付款項，或未有履行有關閣下的基金的任何其他責任，或違反本條款及細則的任何條文；
- (b) 出現對閣下提出破產、清盤申請或任何類似法律程序；及
- (c) 本公司認為有任何其他時間致使暫停或終止服務為有需要或有用。

7.3 如閣下或本公司因任何原因暫停或終止全部服務或其他任何部分，本公司有權根據其酌情權採取下列（或其中任何一項）行動：

(a) 促使託管人為客戶帳戶持有的任何單位在帳戶終止生效日被贖回或以其他方式處理，或者如果該日不是客戶帳戶的交易日或在該等基金的發售文件中規定的最晚交易時間之後，則在下一個交易日（「生效日」）贖回或交易收益（在結清欠本公司、其代名人的任何未償還債務、成本和費用後）的任何單位匯給客戶和 / 或結清客戶、本公司或任何託管人發生的任何負債；

(a) cause any Units then held by the custodian for the Client's account to be redeemed or otherwise dealt with on the effective date of termination of the Account, or if that day is not a dealing day or is after the latest time for dealing as specified in the offering document of such Fund, on the next dealing day ("Effective Date") and for the redemption or dealing proceeds thereof (after settling any outstanding liabilities, costs and expenses owed to the Company or its nominees) to be remitted to the Client and/or settle any liability incurred by the Client, the Company or any custodian;

(b) 促使託管人為客戶帳戶當時持有的任何單位於生效日直接劃撥至客戶名下（如適用）；及

(b) cause any Units then held by the custodian for the account of the Client to be transferred by the custodian on the Effective Date directly into the Client's name (if applicable); and

(c) 取消任何未執行的交易。

(c) cancel any unexecuted transactions.

## 8. 衝突和限制

### 7. Conflicts and Restrictions

8.1 客戶可向本公司發出指示，要求訂立雙方商定的（認購基金）交易。

8.1 The Customer may, by giving an instruction to the Company, enter into one or more Transactions (for subscription of a Fund) as may be agreed between the Customer and the Company.

8.2 就每項交易而言，客戶也承諾會確保自己遵守所有適用法律和不時訂立的其它法例、指引、準則、規則、限制和法規（無論是由法律訂立或監管機構訂立的），包括但不限於與稅務申報、反洗錢等有關法規。

In respect of each Transaction, the Customer shall also ensure compliance with all Applicable Laws and all other legislation, guidelines, codes, rules, restrictions and regulations in force and applicable to him (whether imposed by applicable law or by competent regulatory authorities) in any relevant jurisdiction from time to time, including, without limitation, those relating to tax reporting, anti-money laundering etc.

8.3 客戶確認，某些銷售文件內有列出購買限制（例如：屬某些年齡、國籍、公民身份、居住地或居籍的人士或投資者類別會被禁止認購相關的基金）。客戶承諾他會在進行任何交易前，仔細閱讀銷售文件并確保自己是一位合資格的投資者。此外，客戶亦明白，在某些情況下，個別基金的董事會可以限制或阻止某些人士擁有股份。若任何不合資格的人士單獨或聯同任何其他人士成為股份的實益擁有人或股東，董事會可以決議強制從該人士贖回其持有的股份。

The Customer acknowledges that the Offering Documents may contain certain restrictions which may impose ownership prohibitions or restrictions which may impose ownership prohibitions or restrictions (such as a person's age, nationality, citizenship, residence or domicile, investor qualification etc..) applicable to the relevant Fund. The Customer shall review the Offering Documents carefully and ascertain whether he is an eligible investor for a particular Fund before entering into any Transactions. The Customer understands that in some cases, the Board of Directors of a Fund may restrict or prevent the ownership of Units. Where it appears that a person who is not an eligible investor, either alone, or in conjunction with any other person, is a beneficial owner of Units, or a Shareholder, the Board of Directors may resolve or require that the Units so owned be compulsorily redeemed.

8.4 客戶確認，除非本公司向客戶提供的披露文件中另有說明，本公司將會作為客戶的代理人協助他認購基金（而本公司將不會以主事人或作為認購基金/管理人/投資經理的代理人的身份行事），本公司對客戶或第三方因任何交易或與本附件有關而直接或間接遭受的損失概不承擔任何責任。如果本公司及/或其聯屬公司從投資經理（直接或間接）獲得金錢報酬，本公司將披露其和/或其聯屬公司應收的金錢報酬，并確保客戶得到公平對待。客戶亦同意本公司可以這樣做并保留其報酬。除非本公司另行通知，客戶就基金進行的每筆交易的貨幣利益，將在不時補充及修訂的條款及細則內披露。

The Customer acknowledges that unless otherwise stated in a separate disclosure document provided to the Customer, the Company will act as the Customer's agent in assisting him to subscribe any Fund (and the Company will not act as principal or as an agent of the Fund/Management Company/Manager) and that the Company will have no liability for any Loss directly or indirectly suffered by the Customer or any third parties arising from or in connection with any Transactions or in respect of this Addendum. Where the Company and/or any of its Affiliates receives monetary benefits from the Manager (directly or indirectly), the Company will disclose the monetary benefits that are receivable by it and/or any of its Affiliates and ensure that the Customer is treated fairly. The Customer agrees that the Company may do so and retain its benefit. Unless otherwise notified by the Company, the monetary benefits of each Transaction entered into by Customer for Fund will be disclosed in the agreements the Customer may subject to, as may be amended or supplemented by the Company from time to time.

8.5 客戶確認，由于本公司、其聯屬公司和中信證券集團其他成員的業務的多樣性，當各個實體扮演不同角色，其中可能會產生潛在和實際的利益衝突。中信證券集團的成員有些時候會擔任基金的營辦商、管理人、投資經理和/或投資顧問，而其相關人士可能會擔任基金的董事。在其他情況下，中信證券集團的成員及/或其相關人士可能持有或曾經持有某個基金的股份或其它利益或與該基金或它的管理人、投資經理和/或投資顧問有某些業務往來，甚至以主事人或代理人的身份為該基金或受同一管理人、投資經理或其聯屬公司管理的其他基金進行交易。本公司或中信證券集團的其他成員可能有權提供上述服務而獲得費用。中信證券集團的成員可能會依靠資訊隔離制度來控制集團內一個或多個業務部門的資訊流向其它業務部門、實體或聯屬機構。

The Customer acknowledges that due to the diverse nature of the business activities of the Company, its Affiliates and other members of the CITIC Securities Group, potential and actual conflicts of interest may arise due to the different roles played by the various entities within the CITIC Securities Group. A member(s) of the CITIC Group may, in some cases, act as the sponsor, management company/investment manager/investment advisor of the Fund, and its Relevant Persons may act as directors of the Fund. In other cases, a member(s) of the CITIC Securities Group and/or its Relevant Persons may have or have had owned Shares in a Fund or other interests in or dealings with the Fund, its Management Company and/or its Manager or may effect transactions as principal or agent, with or for the Fund or other Funds managed by the same Management Company, Manager or its affiliates. The Company and/or other members of the CITIC Group may be entitled to receive a fee for the provision of any such services, and (if applicable) its Relevant Persons may receive remuneration from the Fund. A member of the CITIC Group may rely on information barriers to control the flow of information contained in one or more areas within the CITIC Group into other areas, divisions, entities or affiliates.

8.6 就任何交易而言，客戶明白，在指示本公司作為其代理人進行交易時，有關基金的管理人、投資經理和/或投資顧問均可能是中信證券集團的成員。在此類情況下，為免生疑問，客戶確認并同意他不得在任何時間直接與任何其他中信證券集團成員進行任何交易。我們建議客戶在他認為適當時尋求獨立的專業意見，以評估上述聯屬結構衍生出來的潛在利益衝突及相關風險。通過訂立任何交易，客戶同意免除因上述聯屬結構而衍生的任何實際或潛在利益衝突。在其日常業務過程中，中信證券集團可能會為自己或其客戶進行

交易。在從事此類業務時，中信證券集團沒有義務考慮任何交易對手方的情況或以對有關對手方有利的方式行事。此類活動可能會或可能不會影響交易的價值，客戶應意識到可能會發生利益衝突。

In connection with any Transaction, the Customer understands that upon instructing the Company to act as his agent for the purpose of entering into a Transaction, the Management Company/the Manager acting on behalf of the Fund may be a company within the CITIC Group. In such circumstances and for the avoidance of doubt, the Customer acknowledges and agrees that he shall not at any time deal directly in any Transaction with any other CITIC Group companies. The Customer is advised to seek independent professional advice as he deems appropriate to evaluate the risk of this potential conflict of interest. By entering into any Transaction, the Customer agrees to waive any actual or potential conflict of interest due to such affiliation. In the ordinary course of its business, the CITIC Group may effect Transactions for their own account or for the account of their clients. In conducting such business, CITIC Group is not obliged to take into account the circumstances of any parties or act in a manner that is favourable to them. Such activity may, or may not affect the value of the Transaction, and the Customer should be aware that a conflict may arise.

8.7 如上面所說，一個基金的管理人和/或投資經理均可能是中信證券集團的成員。他們或他們的聯屬公司可以從分銷基金、（如適用的話）提供其它服務及/或為該基金執行交易或進行對沖活動賺取費用。此外，基金的營辦商亦可能是中信證券集團的成員，而由它籌組的投資公司/實體將收取銷售該基金獲得的所有淨收益。客戶應尋求獨立的專業意見，以評估這種潛在利益衝突的風險。

As pointed out above, the Management Company and/or the Manager acting on behalf of the Fund may be a company within the CITIC Group. They or their affiliates may receive fees for distributing the Fund, (if applicable) for its services provided to the Fund and/or executing trades or carrying out hedging activities for the Fund. Further, the Sponsor may also be a member of the CITIC Group and the investment company/vehicle so formed by the Sponsor will receive all the net proceeds from the offerings. The Customer is also advised to seek independent professional advice as he deems appropriate to evaluate the risk of this potential conflict of interest.



## 附表 SCHEDULE:

### 風險披露聲明 – 基金

### Risk Disclosure Statement – Fund

致：客戶

To: The Customer

本風險披露聲明未披露投資于基金的所有風險和其他重要方面。鑒于風險，只有在您瞭解產品的性質和主要特徵以及風險程度時，才應進行此類交易。您應該根據您的經驗、目標、財務資源和其他相關情況仔細考慮擬進行的投資是否適合您。請仔細閱讀本附表的內容，並適時提出問題和尋求獨立專業意見。要瞭解更多信息，您還可以通過以下鏈接，瀏覽投資者及理財教育委員會的網站：

This Risk Disclosure Statement does NOT disclose all of the risks and other significant aspects of investing in Fund. In light of the risks, you should undertake such transactions only if you understand the nature and key features of the product and the extent of your exposure to risk. You should carefully consider whether the proposed investment is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Please read this Schedule carefully, and ask questions and take independent professional advice as you consider appropriate. To learn more, you can also refer to SFC's web-site via the following link:

<https://www.thechinfamily.hk/web/tc/financial-products/investment/funds/index.html>

### 主要風險

#### Key Risks

1.1 投放于一個基金的資金并非受保障存款，不受任何香港或香港以外地區的存款保障基金保障。

1.1 Investments in Fund are not protected deposits and are hence not protected by any deposit protection scheme in Hong Kong or any other jurisdictions.

### 往績表現

#### Historical Performance

1.2 過往的表現并非某個基金（基金）未來業績的指標，在任何情況下亦不能構成未來回報的保證。

1.2 Past performance is NOT an indication of how a Fund will perform in the future and cannot in any way provide a guarantee for future returns.

### 價值波動

#### Fluctuations in Value

1.3 投資于基金亦會受市場波動和投資于證券、其它金融產品所附帶的風險所影響。基金的股份的價值可升可跌，您可能損失您的全部或大部分投資。因此，僅建議能夠承擔損失全部投資金額風險的人士投資基金。本公司無法保證每一個基金均能確實達到其投資目標。

1.3 The investments of a Fund are subject to market fluctuations and other risks inherent in investing in securities and other financial instruments. The values of Shares in the Fund may depreciate as well as appreciate, and you may lost all or a substantial portion of your investment. Accordingly, an investment in the Fund should only be made by persons who are able to bear the risk of loss of entire amount invested. There is no assurance that the investment objective of each Fund will actually be achieved.

### 終止基金/股份類別

#### Termination of Funds/Share Classes

1.4 若某個基金或股份類別被終止，該基金或股份類別的資產將會被出售變現、清償債務，然後按股東在該基金或股份類別的持股比例，把變現所得淨收益分派予各位股東。在進行有關變現或分派時，該基金或股份類別所持有的某些投資的價值可能低于那些投資的原先購入成本，導致股東蒙受損失。有關基金或股份類別亦須承擔截至終止之前所產生的一切正常營運開支。基金、股份類別一般不會有任何未攤銷的組織開支。

1.4 In the event of the termination of a Fund or a Share Class, the assets of the Fund or the Share Class will be realized, the liabilities discharged and the net proceeds of realization distributed to Shareholders in proportion to their holding of Shares in that Fund or Share Class. At the time of such realization or distribution, certain investments held by the Fund or Share Class may be worth less than the initial cost of such investments, resulting in a loss to the Shareholders. All normal operating expenses incurred up to the point of termination will be borne by the Fund or the Share Class. There are no unamortized organizational expenses with regard to a Fund or a Share Class.

### 投資集中的相關風險

#### Holdings Concentration

1.5 某些基金會集中投資于特定的行業、領域、工具、地區。集中的投資會涉高于一般投資的風險程度和波動性。一般通過投資于具有更多樣化投資組合而產生的多元化效益，可能不適用於此類基金。

1.5 Some Fund are concentrated in specific industry sectors/instruments/geographical location. Such concentration may exhibit a higher than usual degree of risk and they may be subject to above average volatility. The diversification benefits that would ordinarily accrue from investment in a fund having a more diverse portfolio of investments, may not apply to such Fund.

### 流動性風險

#### Liquidity Risk

1.6 在正常市況下，基金所投資的資產主要包括一些可隨時出售的可變現投資。基金的最大責任是當投資者想沽售時滿足他贖回股份的要求。一個基金通常會管理其投資（包括現金），以確保它能履行有關責任。如果它所持有的現金不足以應付贖回要求，它會需要出售所持投資。若出售的資產規模龐大，或當市場流動性很差時，它可能無法出售投資，或售價會對它的資產淨值構成不利影響。

1.6 Under normal market conditions, a Fund's assets comprise mainly realizable investments which can be readily sold. A Fund's main liability is the redemption of any Shares that investors wish to sell. Usually, a Fund will manage its investments, including cash, so that it can meet its liabilities. Investments held may need to be sold if insufficient cash is available to finance such redemptions. If the size of the disposals is large, or the market is illiquid, then there is a risk that either the investments might not be sold or the price at which they are sold may adversely affect the NAV of the Fund.

### 資產分配風險

#### Asset Allocation Risk

1.7 某些基金會投資于以特定期限或目標日期為基礎的資產，並將據此自動重整投資組合的資產組合分配。隨著基金日益臨近目標日期，其資產分配一般將更趨審慎。基金的表現會取決于其資產分配的結果。基金不能保證它採用的策略可達到特定的投資結果，因此也不能保證投資者能達到他的投資目標。有些基金可能會採取動態資產分配策略。由於它們會主動管理基金的投資及不同類型資產的分配，它們所付出的交易成本可能高于採取靜態分配策略的基金。有些基金在債券與股票證券之間的資產分配可能不時作出重大變動，並可能定期重整其投資，但是採取動態資產分配也未必能在所有情況及市況下均達致預期的成果。

1.7 Some Fund invest in assets based on a specific time frame or target date, and as such, may automatically reallocate the asset mix in their portfolios accordingly. As it moves closer to its target date, its asset allocation generally becomes more conservative. The performance of a Fund is dependent on the outcome of its asset allocation. There is no assurance that the strategy employed by the it will result in the specified investment result and therefore there is no assurance that the investors' investment objective will be achieved. Certain Fund may employ a dynamic asset allocation strategy. As they will actively manage their investments and the allocation among the different types of assets, they will incur greater transaction costs than one with a static allocation strategy. For some Fund, the asset allocation between debt and equity securities may change significantly from time to time and their investments may be periodically rebalanced, and such dynamic asset allocation of investments may not achieve the desired results under all circumstances and market conditions.

#### 信貸風險

##### Credit Risk

1.8 若基金存放款項的機構無力償債或出現其他財困（違約）情況，可能會對其資產淨值構成不利影響。此外，基金可能會投資于債券或其他債務工具或衍生品，那些工具最終能否償還本金及利息有不確定性，從而產生信貸風險。在上述任何情況下，若基金未能收回違約債項，它會失去所有有關存款或購入代價。一般來說，衍生品和屬「未達投資級別」的債券及債務工具的違約風險最大。在決定是否認購任何基金之前，投資者應該了它擬投資的資產類型及所涉風險。

1.8 The NAV of a Fund may also be adversely affected if any of the institutions with which money is deposited suffers insolvency or other financial difficulties (default). Credit risk also arises from the uncertainty about the ultimate repayment of principal and interest in respect of bond or other debt instrument investments or derivatives which are held by a Fund. In both cases the entire deposit or purchase price of the debt instrument is at risk of loss if there is no recovery after default. The risk of default is usually greatest with derivatives and bonds and debt instruments that are classed as 'sub-investment' grade. Investors should find out what kind of assets a Fund proposes to invest in and the risks involved before deciding whether or not to subscribe it.

#### 定價及估值風險

##### Pricing and Valuation Risk

1.9 若一個基金主要投資于交易所買賣的金融工具，其估值價格可從證券交易所或可經核實的類似途徑取得。然而，某些基金可能會投資于一些非交易所買賣及/或欠流動性的資產，因而令錯誤定價的風險增加。此外，在相關市場因假期或其他原因休市期間，有關基金可能仍然需要計算資產淨值。在以上及其他類似情況下，將無法取得客觀及可經核實來源的市場價格，投資經理因而需要采用其公平價值程序去厘定有關投資的價格；有關公平價值程序必然涉及一些假設及主觀性。

1.9 If a Fund invests mainly in instruments that are exchange-traded, then a valuation price can be obtained from an exchange or similarly verifiable source. However, A Fund may also invest in unquoted and/or illiquid investments which will increase the risk of mispricing. Further, a Fund may have to compute NAV when some markets are closed for holidays or other reasons. In these and similar cases an objective verifiable source of market prices will not be available and the Manager will invoke its fair value process, which will determine a fair value price for the relevant investments; this fair value process involves assumptions and subjectivity.

#### 法律及稅務風險

##### Legal and Tax Risks

1.10 可能發生法律、稅務及監管變化，對基金造成不利影響。基金的稅務及監管環境持續演變，而基金及其交易及投資活動的監管或稅務待遇的變化，可能對基金落實其投資目標的能力造成不利影響。在某些司法管轄區，法律及法規的詮釋與執行，以及有關法律及法規能否維護股東的權利，可能存在重大的不確定性。此外，這些地區的會計、審計準則、申報要求、披露責任，可能未達國際標準。某些基金或須繳納預扣稅及其他稅項。任何國家的稅務法律及條例均可不斷修改，並可能作出具追溯性的修訂。與其他發達國家比較，部份司法管轄區的稅務局對稅務法例的詮釋和執行可能並不一致，且欠透明度，並可能因地域之異而各有不同。

您還應該注意，某些市場的外匯流入和流出需要納稅。此類稅收將會令每股的資產淨資產值減少。

1.10 Legal, tax and regulatory changes could occur that may adversely affect the performance of the Fund. The tax and regulatory environment of Fund is evolving, and changes in the regulation or tax treatment of Fund and its trading and investment activity may adversely affect the ability of the Fund to pursue its investment objective. In some jurisdictions, the interpretation and implementation of laws and regulations and the enforcement of Shareholders' rights under such laws and regulations may involve significant uncertainties. Further, there may be differences between accounting and auditing standards, reporting practices and disclosure requirements and those generally accepted internationally. Some of the Fund may be subject to withholding and other taxes. Tax law and regulations of any country may change and sometimes even with retrospective effect. The interpretation and applicability of the tax law and regulations by tax authorities in some jurisdictions may not be as consistent and transparent as those of more developed nations, and may vary from region to region. You should also be aware that foreign exchange inflows and outflows for some markets are subject to tax. Such taxation will reduce the NAV per Share.

#### FATCA 的相關風險

##### Risk associated with FATCA

1.11 雖然基金會嘗試履行 FATCA 的規定及義務及跨政府協議（與美國簽訂）所述的義務。然而，它們很難保證可以全面達致有關目標及免被徵收美國預扣稅。若它因任何原因被美國政府視作未能履行其義務，則它可能須繳納額外的美國預扣稅，因而對其來自美國證券的收益造成重大的影響。此外，如美國政府對某些基金源于美國證券的資本增值徵收美國預扣稅，股東在它的投資可能會蒙受重大的損失。在決定投資于任何基金之前，投資者應諮詢其法律、稅務及財務顧問的意見，以厘定 FATCA 對他的影響。

1.11 While a Fund will endeavor to fully comply with the legislation and the obligations imposed on it by FATCA and meet its obligation under the inter-governmental agreement ("IGA") with the U.S., but no assurance can be given that it will be able to fully achieve this and avoid being subject to U.S. withholding taxes. If for any reason the Fund is deemed by the U.S. government to not be meeting its obligations, the Fund may become subject to additional U.S. withholding taxes, which could materially impact income returns from certain U.S. source securities (if any). In addition, Shareholders may suffer material loss in certain Fund where U.S. withholding tax is imposed on the capital value of U.S. source securities. Investors should consult their legal, tax and financial advisers to determine their status under the FATCA regime before making any decision to invest in any Fund.

## 外匯風險

### Foreign Exchange Risk

1.12 若基金的資產及收益以非基本貨幣計算，匯率變動對它的總回報及資產負債表可造成重大的影響。換言之，匯率走勢可顯著影響它的股價。匯率變動對投資價值、短期時差或所得收益均會造成影響。基金可選擇透過現貨匯率或遠期外匯合約對沖有關風險，有關合約所附帶的風險詳情，載列于下文「金融衍生工具」一節。

1.12 A Fund's total return and balance sheet can be significantly affected by foreign exchange rate movements if its assets and income are denominated in currencies other than the base currency of the Fund, and this means that currency movements may significantly affect the value of its Share price. Movements in exchange rates may affect the value of investments, short-term timing differences or income received. A Fund may, or may not, hedge these risks using either spot or forward foreign exchange contracts, and the associated risks are explained below in the section on "Derivative Instruments".

1.13 您也應該注意，中國人民幣是採取有管理的浮動匯率機制，以市場供求和一籃子參考貨幣為基礎。現時，人民幣可透過兩個市場進行交易：一是中國境內市場（在岸人民幣或 CNY），一是中國境外市場（主要為香港）（離岸人民幣或 CNH）。雖然 CNH 及 CNY 是同一貨幣，但却以不同的匯率買賣，而 CNH 與 CNY 的匯率走勢一旦不同，可能會對投資者造成不利影響。在岸人民幣不可自由兌換，並須受外匯管制，以及須符合中國政府的若干規定；而離岸人民幣在中國境外市場則可自由買賣。雖然人民幣可于中國境外自由買賣，但人民幣現貨匯率、遠期外匯合約及相關投資工具均反映這個不斷演進的國內市場的結構複雜性。如果投資者并非居于中國內地，他們需要承受較高的外匯風險。無人能保證人民幣兌投資者所在地的基本貨幣將不會貶值。如果人民幣貶值的話將可對相關股份的價值造成負面影響。

1.13 You should also be aware of the fact that the Chinese Renminbi (RMB) is subject to a managed floating exchange rate based on market supply and demand with reference to a basket of currencies. Currently, the RMB is traded in two markets: one in Mainland China (onshore RMB, or CNY), and one outside Mainland China (primarily in Hong Kong) (offshore RMB, or CNH). Although CNH and CNY are the same currency, they trade at different rates, and any divergence between CNH and CNY may adversely impact investors. Onshore RMB is not freely convertible and is subject to exchange controls and certain requirements by the government of Mainland China, whereas the offshore RMB traded outside Mainland China is freely tradable. Whilst the RMB is traded freely outside Mainland China, the RMB spot, forward foreign exchange contracts and related instruments reflect the structural complexities of this evolving market. Non-RMB based investors of the fund may be exposed to greater foreign exchange risks. There is no guarantee that the value of RMB against the investors' base currencies will not depreciate. Any depreciation of RMB could adversely affect the value of the Shares.

在特殊情況下，由于外匯管制及適用於人民幣的各項限制，贖回款項及/或派息付款的支付可能需要延遲。

Under exceptional circumstances, payment of redemptions and/or dividend payment in RMB may be delayed due to the exchange controls and restrictions applicable to RMB.

此外，人民幣產品可能附帶流動性風險 - 有關投資可能缺乏活躍的二級市場、買賣差價相距可能會很大。

In addition, there may be liquidity risks associated with RMB products, especially if such investments do not have an active secondary market and their prices are subject to significant bid and offer spread.

## 交易對手信貸及結算風險

### Counterparty Credit & Settlement Risk

1.14 任何基金均可直接與獲投資經理核准的經紀或其他交易對手進行交易，因此基金將要承受該等交易對手的信貸風險，以及其履行合約能力的風險。這些交易一般未能獲享交易所買賣交易可享有的保障，包括由結算機構作出擔保、每日按市價計值和結算，以及適用於中介商的隔離資產和最低資本等要求。若交易對手破產或無力償債，基金會面臨清算持倉延遲、遭受損失，包括在其強制執行權利期間，投資價值會下降、無法于這個期間將任何投資收益變現、無法取回這期間所涉及的費用及開支。

1.14 A Fund may enter into transactions directly with brokers or other counterparties that have been approved by the Manager, which will expose it to the credit of those counterparties and their ability to satisfy the terms of such contracts. Such transactions generally do not benefit from protections afforded to exchange-traded transactions which include being backed by clearing organization guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. In the event of a bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating the position and losses, including declines in the value of its investment during the period in which it seeks to enforce its rights, inability to realize any gains on its investment during such period and fees and expenses incurred in enforcing its rights.

1.15 如果交易對手方未能履行其付款的責任或其他義務，基金會蒙受損失；例如，交易對手可能違約，未能支付到期應繳款項或按時付款。此外，在某些市場裏，可能無法進行“貨銀對付”交收，當基金履行了它的結算義務但交易對手方在履行其義務前已經破產，則合約的絕對值將處於風險之中。

1.15 There is a risk of loss if a counterparty fails to perform its financial or other obligations to the funds, for example, a counterparty may default, by failing to make payments due, or make payments in a timely manner. Further, in some markets 'Delivery versus Payment' may not be possible in which case the absolute value of the contract is at risk if the fund meets its settlement obligations but the counterparty fails before meeting its obligations.

1.16 基金與交易對手方簽訂的合約，亦可能會因法規的轉變變得違法或無法執行，或因稅務或會計條例的轉變，而被終止。若是合約年期較長，或當基金集中與單一或少數交易對手方進行交易的話，交易對手風險自然會較高。一般而言，基金並沒有禁止與特定交易對手方交易的限制，亦沒有訂明交易對手方數目的限制。

1.16 Further, the agreements with counterparties may be terminated due, for instance, to change in laws making them unlawful or unenforceable or change in the tax or accounting laws relative to those at the time the agreement was originated. Counterparty risk is naturally accentuated for contracts with longer maturities, or where the Fund has concentrated its transactions with a single or small group of counterparties. Usually, a Fund is not restricted from dealing with any particular counterparty or the number of counterparties with which it transacts.

## 倚賴管理人 / 投資經理

### Reliance on the Management Company/the Manager

1.17 基金高度倚賴其管理人 / 投資經理（對基金有投資酌情權）的專業知識及能力。在某些市況下，管理人 / 投資經理採用的投資

策略可能涉及彼等未預料到的風險。此外，管理人 / 投資經理的任何關鍵人員亡故、殘障或退任亦可能對投資業績造成不利影響。

1.17 The Fund is highly dependent upon the expertise and ability of its Management Company/the Manager, which will have investment discretion over Fund. The investment strategies employed by Management Company/the Manager may involve risks under some market conditions that are not anticipated by them. Furthermore, the death, incapacity or retirement of any key person of the Management Company/the Manager may also adversely affect the investment results.

無管理權利

No management rights

1.18 股東（包括代名人）通常無權利參與基金的管理或其業務的開展。存在無需經股東同意而改變基金的投資的性質及集中度的廣泛酌情權。從事新活動的決定可能會導致基金承擔重大的額外風險。建議您就買入股份是否可取及投資基金是否適當諮詢您自身的法律、稅務及財務顧問。

1.18 The Shareholder (including the nominee) usually has no right to participate in the management of the Fund or conduct of its business. There exists broad discretion to vary the nature and concentration of the Fund's investment without the consent of the Shareholders. Any decision to engage in a new activity could result in the exposure of the Fund to additional risk, which may be substantial. You are encouraged to consult your own legal, tax and financial advisors regarding the desirability of purchasing the Shares and the suitability of an investment in the Fund.

證券借貸

Securities Lending

1.19 某些基金會容許證券借貸。如果是這樣的話，它們會涉及一些風險：(a) 如果向基金借入證券的一方無法交還有關證券，借方提供給基金的抵押品的變現價值可能會因多項因素而低於借出證券的價值，包括定價不確、抵押品發行人的信貸評級被降低、市場走勢變差或抵押品本身或它的交易市場缺乏流動性；(b) 如果基金將現金抵押品用作再投資，此舉可能：(i) 造成杠杆，並涉及相應風險、損失和波動風險；(ii) 引致基金承受與其投資目標不一致的市場風險；或 (iii) 令到獲得的總收益低於交還抵押品所取得的金額；及 (c) 延遲交還借貸證券，可能損害基金履行其它證券買賣合約項下交付責任的能力。

1.19 Some Fund may allow securities lending. If so, some risks will be involved: (a) if the borrower of securities lent by a Fund fails to return them there is a risk that the collateral received may realize less than the value of the securities lent out, whether due to inaccurate pricing, downgrading of the credit rating of issuers of the collateral, adverse market movements or the illiquidity of the collateral itself or of the market in which the collateral is traded; (b) if the Fund reinvests the cash collateral, such reinvestment may (i) create leverage with corresponding risks and risk of losses and volatility, (ii) introduce market exposures inconsistent with the investment objective of the Fund, or (iii) yield a sum less than the amount of collateral to be returned; and (c) delays in the return of securities on loans may impair the ability of the Fund to meet delivery obligations under other contracts.

投資年期風險

Investment Horizon Risk

1.20 基金是根據其投資目標挑選投資。基金的投資與投資者的投資年期可能并非一致。若您未能準確挑選投資年期與您本身情況一致的基金，會出現投資年期錯配的情況。

1.20 Fund will select investments in accordance with its investment objectives. Its investments and may not closely align with your investment horizon. If you do not accurately select a Fund that closely aligns with your investment horizon, there may be a risk of potential mismatch between your investment horizon and that of the Fund.

股份類別的交叉負債

Cross Share Class Liabilities

1.21 雖然基金內的資產與負債均明確歸屬於個別股份類別，但各股份類別之間在法律上并無分隔。換言之，若某個股份類別的負債超過其資產，該股份類別的債權人可在沒有限制的情況下，對歸屬於同一個基金內的其他股份類別的資產進行追索。因此，股東應注意，特定交易（例如，貨幣對沖或利率存續期管理）可能是為個別股份類別的利益而訂立，但可能因而對同一基金內的其他股份類別帶來負債。

1.21 Although assets and liabilities are often attributable to each Share Class, there is no legal segregation between different Share Classes within a Fund. This means that if the liabilities of a Share Class exceed its assets, creditors of such class may have recourse without restriction to assets which are attributable to the other Share Classes within the same Fund. Hence, Shareholders should note that specific transactions (for example, currency hedging or interest rate duration management) may be entered into for the benefit of a particular Share Class but result in liabilities for the other Share Classes within the same Fund.

營運風險

Operational Risk

1.22 基金的營運（包括投資管理）由銷售文件內所述的服務供應商進行的。若服務供應商破產或無力償債，投資者可能會受延誤（例如，處理認購、轉換、贖回股份的延誤）或其他阻礙影響。

1.22 The Fund's operations (including investment management) are carried out by the service providers mentioned in Offering Documents. In the event of a bankruptcy or insolvency of a service provider, investors could experience delays (for example, delays in the processing of subscriptions, conversions and redemption of Shares) or other disruptions.

托管風險

Custody Risk

1.23 基金的資產是由托管人代為保管，故它需要承受因托管人無力償債、疏忽或欺詐交易而導致遺失存托資產的風險。托管人并不一定會自行保管相關基金的所有資產，而是透過一個代理人網絡保管。投資者亦會面臨這些第三方代表破產的風險。某些基金也可能會投資於一些托管及 / 或結算制度尚未完善的市場。

1.23 A Fund's assets are safe kept by a Custodian, this exposes it to the risk of loss of assets placed in custody as a result of insolvency, negligence or fraudulent trading by the Custodian. The Custodian may not necessarily keep all the assets of the Fund itself but uses a network of thirdparty delegates. Investors are also exposed to the risk of bankruptcy of such delegates. Sometimes, a Fund may invest in markets where custodial and/or settlement systems are not fully developed.

用資本資金支付股息

Ver.202310

## Risk Associated with Distribution

1.24 就某些基金或股份類別而言，如它的投資收益/資本收益不足以支付所宣派的股息，它可從資本資金中撥款支付。某些股份類別可能會從淨投資收益中撥款支付股息。其它股份類別可能會從總投資收益中撥款支付股息，而其所有或部份費用及開支則會從資本中扣除，導致該等股份類別可供派息之用的可分派收益增加。您應該審閱基金的派息政策并找出它的派息次數、息率及它是否不但可以從投資收益中撥款作出分派，也可從已變現及未變現的資本收益，或甚至從資本中撥款作出分派。您也應該注意，從資本中撥款支付股息即代表投資者獲退還原來投入的部份資本金額，或收取獲退還按投資比例所占的資本增值收益。該等分派可能導致基金的每股資產淨值及可供未來投資之用的資本即時減少。因此，用資本資金支付股息會減慢資本增長；所以，派息率高并不代表您的整體投資已取得正或高回報。

1.24 For some Fund or Share Classes, dividends may be paid out of capital where the investment income/capital gain generated by the Fund is insufficient to pay a distribution as declared. Some Share Classes may pay dividends out of net investment income. Others may pay dividends out of gross investment income whilst all or part of their fees and expenses are paid out of capital, resulting in an increase in distributable income for the payment of dividends to such classes. You should review the distribution policy of the Fund and find out its frequency, dividend rate and whether it may distribute not only out of investment income, but also realized and unrealized capital gains or capital. You should also note that the payment of dividends out of capital represents a return or withdrawal of part of the amount you originally invested or from any capital gains attributable to the original investment. Such distributions may result in an immediate decrease in the NAV per Share of the Fund and in the capital that the Fund has available for investment in the future. Hence, such distribution out of capital may reduce capital growth, and a high distribution yield does not imply a positive or high return on your total investments.

## 杠杆風險

### Leverage Risks

1.25 某些基金的淨杠杆投資水平可能超過它的資產淨值的 100%，因而有高杠杆水平風險。杠杆會進一步擴大相關資產價值變動對它所造成的任何潛在負面影響，以及令股份的價格更趨波動，可能造成重大損失。

1.25 Some Fund may have net leveraged exposure of more than 100% of its NAV and are therefore subject to high leverage risk. This will further magnify any potential negative impact of any change in the value of the underlying asset of such Fund and also increase the volatility of the Share prices and may even lead to significant losses.

## 新興市場

### Emerging Markets

1.26 某些基金會投資于新興市場。「新興市場」一詞泛指人均國民收入中至低的市場。雖然投資于新興市場可以賺到巨大收益，但它們也可能具有高度風險，因為它們變幻莫測，并且可能涉及其他風險，包括加速通脹、匯率波動、阻礙資金匯回的法規和財政措施、不足以保障投資者的監管法規和措施、宏觀經濟和政治困境。在這些市場，投資可能不容易變現，而且可能無法取得關於那些投資現值的信息。以上提及的因素可能會影響投資的價值或您所能得到的收益。此外，在較成熟的市場中可能產生微小或有限影響的事件（例如，自然災害、商品價格或匯率波動、政治動蕩）可能會對新興市場產生深遠影響。這些市場更大的風險狀況和其他特徵，意味著它們較適合經驗豐富且成熟的投資者，因為他們對相關市場有獨立的認識，能夠考慮和權衡此類投資所帶來的各種風險，并擁有足夠的財務資源承擔此類高風險投資可能帶來的巨大損失。

1.26 Some Fund may invest in emerging markets. The term “emerging markets” refers to markets in countries with moderate to low per capita national income. While investments in emerging markets can yield large gains, they can also be highly risky as they could be unpredictable and there may be additional risks, including accelerated inflation, exchange rate fluctuations, adverse repatriation laws and fiscal measures, inadequate regulations and safeguards available to investors and macroeconomic and political distress. Investments may not be readily saleable, and information to determine their current value may not be available in emerging markets. The above factors may affect the value of an investment or your ability to enjoy its benefits. Further, events (for instance, natural disasters, fluctuations in commodity prices or exchange rates and political upheavals) which may have a minor or limited effect in more mature markets could affect emerging markets profoundly. The greater risk profile and other characteristics of such markets mean that they are more suited to experienced and sophisticated investors, who have independent knowledge of the relevant markets, are able to consider and weigh the various risks presented by such investments, and have the financial resources necessary to bear the substantial risk of loss of investment in such investments.

1.27 某些基金可能會通過投資于根據發達市場的法律注册、成立其注册辦事處但在新興市場開展部分或全部經濟活動的公司，間接接觸于新興市場和欠發達市場。這些對新興市場、欠發達市場的投資會受到不穩定的政治、監管和經濟環境、低透明度和金融風險增加所影響。投資者在審閱相關的銷售文件時應謹慎行事。

1.27 Some Fund or sub-funds may have indirect exposure to emerging and less developed markets by investing in companies that are incorporated under the laws of, and have their registered office in, developed markets but carry out some or all of their economic activity in emerging markets. Investments in emerging and less developed markets are subject to increased political, regulatory and economic instability, poor transparency and greater financial risks. Investors should exercise caution when reviewing the Offering Documents.

## 中/小型公司

### Small/Medium Sized Companies

1.28 某些基金可能會投資于中小型公司。投資于這類公司的證券，通常被認為會帶來更高的升值機會，但也可能涉及較投資于發展成熟公司更大的風險，因為它們更容易受到惡劣的經濟或市場環境的不利影響。這些公司可能只有有限的產品綫、市場、財務資源和議價能力，或者它們可能依賴于有限的管理團隊。除了表現出更大的波動性之外，中小型公司的證券可能在某個程度上獨立于大型公司股票而波動（即是，當大公司股票價格上漲，中小型公司的股票價格反而會下跌，反之亦然）。中小型公司的證券價格普遍也比大公司的價格波動更大。由于中型公司的股票相對缺乏流動性，對於專門從事此類投資的基金而言，如果它進行規模較大的投資，這對其運營成本的影響會大于大型基金中的類似交易或大型公司的類似交易。

1.28 Some Fund or sub-funds may invest in small/medium sized companies. Investments in securities of companies with smaller market capitalizations are generally considered to offer greater opportunity for appreciation but also may involve greater risks than those normally associated with more established companies as they are generally more likely to be adversely affected by poor economic or market conditions. These companies may have limited product lines, markets, financial resources and bargaining power, or they may be dependent upon a limited management group. In addition to exhibiting greater volatility, small to medium sized companies' stocks may, to a degree, fluctuate independently of larger company stocks (i.e., small and medium sized company stocks may decline in price as the prices of large company stock rise or vice versa). The prices of securities of small and medium sized companies generally are more volatile than those of larger companies. For Fund specializing in such investments, particularly those large in size, are likely to have a greater impact on their running costs of running than similar

transactions in larger funds or similar transactions in large sized companies because of the relatively illiquid nature of markets for small and medium sized companies' shares.

#### 強制贖回及轉讓

#### Compulsory Redemptions and Transfers

1.29 基金的管理人或投資經理有權基于任何原因或在無任何原因的情況下，包括在基金有理由相信持有股份違反任何適用法律、規則、規例、詮釋、指引或政策的情況下，要求股東（包括代名人）贖回及 / 或向合資格人士轉讓其所有或任何部分股份。

1.29 The Management Company or Manger of the Fund has the authority to require a Shareholder (including the Nominee) to redeem and/or transfer to an eligible person all or any portions of his Shares for any or no reason, including, but not limited to, under circumstances in which Fund has reason to belief the Shares are held in violation of any applicable law, rules, regulations, interpretation, guidelines or policy.

#### 個別產品的風險

#### Risks of Specific Products

2.1 根據其結構、投資目標和政策，不同類型的基金可能會涉及除上文第 1 節所述之外的其他風險：

2.1 Depending on their structure, investment objectives and policies, different types of Fund may be to additional risks other than those stated in section 1 above:

#### (a) 指數基金

#### (a) Index Funds

指數基金是一種互惠基金，其投資組合旨在匹配或跟踪某個金融市場指數的組成部分。這類基金可能有追蹤誤差的風險，即其表現也許未能完全追蹤相關指數表現。追蹤誤差可能源于基金採用的投資策略、費用及開支所造成。相關指數及監管規定出現變動、作出價格湊整均可能造成複製誤差。雖然投資經理會監察并致力管理有關風險，以減少追蹤誤差，但是基金一般不會保證能精確或完全複製指數的表現。

An index fund is a type of mutual fund with a portfolio constructed to match or track the components of a financial market index. An index fund may be subject to tracking error risk, which is the risk that the fund's performance may not track that of the underlying index exactly. This tracking error may result from the investment strategy used, and fees and expenses. Changes to the underlying index, regulatory requirements and rounding of prices may also contribute to replication errors. Although the Manager will monitor and seek to manage such risk in minimizing tracking error, there can be no assurance of exact or identical replication at any time of the performance of the index.

就採取被動式管理的基金而言，鑒于基金本身的投資特性，投資經理沒有酌情全按市場變動而作出調整。預期指數下跌將導致基金價值相應跟隨下跌。

For those funds that are passively managed, the Manager will not have the discretion to adapt to market changes due to the inherent investment nature of the fund. Falls in the index are expected to result in corresponding falls in the value of the fund.

#### (b) 股票基金

#### (b) Equity Funds

就投資于股票的基金而言，它會受買賣股票相關風險所影響。股價具有波動性，而且往往會非常波動。股價可漲可跌，甚至可能變成毫無價值。買賣股票未必一定能夠賺取利潤，反而可能會招致損失。發行人企業都會受到產品/商業周期、管理層、人員、人口狀況、競爭局勢、消費者偏好及市場情緒變動的影響。同時，實際或預期中的企業財務實力下滑或信貸評級下調的情況會損害其業務關係，對其銷售額、收入、盈利性及派息產生負面影響，并最終影響股價。股價下跌也會影響相關基金及其投資者的利益。

For those Fund that invest in equities, it is subject to the risks associated with trading equities. Equity prices may move up or down, and may become valueless. It is likely that losses will be incurred rather than profit made as a result of buying and selling equities. An issuer's business is inherently subject to product/business cycle and to changes in management, personnel, demographics, competitive landscape and consumer preferences or sentiments. Further, an actual or perceived reduction in the financial strength of the issuer, or a downgrade of its credit ratings, could damage its business relationships and negatively impact its sales, revenue, profitability, dividend pay-out, and, ultimately, the share price. Conditions in the market can change rapidly causing price fluctuations. Decline in share prices may adversely impact the Fund and the interests of its investors.

#### (c) 貨幣市場基金

#### (c) MMFs

貨幣市場基金是投資于貨幣市場的互惠基金，主要投資為短期債券。貨幣市場基金與銀行的貨幣市場賬戶不同。有別于一般的銀行存款賬戶，投資于貨幣市場基金的資金并不是受保障存款，因此不受香港或其他地方的任何存款保障基金保護。貨幣市場基金的股份價格可能會下跌，您可能會損失部分或全部本金。

MMFs are mutual funds that invest in the money markets involving debt securities of a short-term nature. A money market fund is not the same as a money market account at a bank. Unlike regular bank deposit accounts, MMFs are not protected deposits and are hence not protected by any deposit protection scheme in Hong Kong or elsewhere. The Share price of an MMF share price may go down, and you can lose some or all of your principal.

貨幣市場基金的派息可能有變數。換句話說，您不會知道下個月您的投資收益會有多少。它的派息率可能會上升或下降。您的收入可能遠低于預期，而且最終你會需要更多的現金。

MMFs' dividend pay outs are variable. In other words, you do not know how much you would earn on your investment next month. The dividend rate could go up or down, and you could earn much less than you expected, you can end up needing more cash.

雖然貨幣市場基金通常被認為比股票等其他投資更安全，但貨幣市場基金的長期平均回報往往遠低于風險較高的投資的長期平均回報。在很長一段時間內，通貨膨脹可以蠶食您的回報，而您投資于一些高收益的投資可能會更有利。

Although generally MMFs are considered to be safer than other investments like stocks, long-term average returns on MMFs tend to be much lower than long-term average returns on riskier investments. Over long periods of time, inflation can eat away at your returns, and you might be better served with investing in higher-yielding investments.

#### (d) 貨幣基金

#### (d) Currency Funds

這類基金主要投資于以某種貨幣計價的債務證券和其他許可資產。因此，這類基金的資產也會以該貨幣計價。其中一些也可能會投資于金融衍生工具（“FDI”）。影響有關貨幣兌換其它貨幣的匯率的因素（例如，通貨膨脹差異、利率差異、經常賬戶赤字、公共債務水平、經濟表現、地緣政治因素等）也可能影響這類基金的表現和其股份的價格。投資于這類基金的投資既不受任何政府、政府機構或政府資助機構的保險或擔保保護，亦不受任何存款保障基金保障。認購股份的資金，不是任何銀行的存款或義務，或由任何銀行擔保或認可，股份的價格可能會上下波動。這類基金不保證會有穩定的資產淨值。它的投資都會受到信貸和交易對手風險的影響，并且它只能提供有限的資本增值潛力、收益通常會低于中期或長期工具的投資。此外，貨幣市場利率、經濟和市場環境以及法律、監管和稅務要求的變化，也可能影響這類基金的表現。

These Fund may invest primarily in debt securities and other permitted assets denominated in a certain currency. Hence, the assets of the Fund are also denominated in that currency. Some of them may also use in financial derivative instruments (“FDI”). Factors that affect the exchange rate of that currency viz-viz other currencies (e.g. differentials in inflation, differentials in interest rates, current account deficits, level of public debt, economic performance, geo-political factors etc...) may also affect the performance of the investments of the Fund and the price of its Shares. An investment in such Fund is neither insured nor guaranteed by any government, government agencies or government-sponsored agencies or deposit protection scheme. The capital paid for subscribing its Shares are not deposits or obligations of, or guaranteed or endorsed by, any bank, and the Share price may fluctuate up or down. Currency funds do not guarantee a stable NAV. All investments are subject to credit and counterparty risk and provide limited potential for capital appreciation and generally lower income than investments in medium- or long-term instruments would. Furthermore, their performance may be affected by changes in money market rates, economic and market conditions and in legal, regulatory and tax requirements.

#### (e) 證券化或結構性債務工具

##### (e) Securitized or Structured Debt Instruments

某些基金會投資于一些證券化或結構性債務工具（統稱「產品」），包括資產抵押證券、按揭抵押證券、債務抵押工具及貸款抵押證券。這些產品可提供合成或非合成的相關資產投資，而風險與回報水平則取決于有關資產所衍生的現金流量。部份產品涉及多重工具及不同的現金流量水平，因此無法確實預測在所有市況下的投資結果。另外，有關投資的價格可能取決于結構性投資的相關成份的變動，或對其變化極其敏感。

Some Fund may invest in various securitized or structured debt instruments. Such instruments include asset-backed securities, mortgage-backed securities, collateralized debt instruments and collateralized loan obligations (“Products”). These Products provide exposure, synthetically or otherwise, to underlying assets and the risk/return profile is determined by the cash flows derived from such assets. Some of such Products involve multiple instruments and cash flow profiles such that it is not possible to predict with certainty the outcome from all market scenarios. Also the price of such an investment could be contingent on, or highly sensitive to, changes in the underlying components of the structured instrument.

這類基金投資的相關資產可能有很多種，包括但不限於信用卡應收款項、住宅按揭、企業貸款、製成房屋貸款或客戶現金流量穩定的一家公司或結構性機構的任何類別應收款項。部份產品使用杠桿，可能導致有關工具的價格（相對沒有使用杠桿）更為波動。此外，這類產品資的流動性亦可能低于其他證券投資。產品缺乏流動性，可能導致資產的現行市價偏離相關資產的價值，因此，投資于證券化產品的基金可能須承受較高的流動性風險。這類產品的流動性可能遠低于一般的債券或債務工具，所以可能很難賣把它出售，或縱然可以賣出，價格也會很低。

The underlying assets of such Fund can take many forms including, but not limited to, credit card receivables, residential mortgages, corporate loans, manufactured housing loans or any type of receivables from a company or structured vehicle that has regular cash flows from its customers. Some Products may employ leverage which can cause the price of the instruments to be more volatile than if they had not employed leverage. In addition, investments in such Products may be less liquid than other securities. The lack of liquidity may cause the current market price of assets to become disconnected from the underlying assets’ value and consequently Fund investing in securitized instruments may be more susceptible to liquidity risk. The liquidity of a Product is much less than a regular bond or debt instrument, and this may adversely affect either the ability to sell the position or the price at which such a sale could be made.

#### (f) 按揭相關證券

##### (f) Mortgage-Related Securities

一般而言，加息將導致定息按揭相關證券的存續期延長，使有關證券對息率變動更趨敏感。因此，在加息時期，持有按揭相關證券的基金可能會更趨波動（延長風險）。此外，浮息及定息按揭相關證券亦需要承受提早還款風險。當利率下跌時，借款人可能較預期提早償還按揭貸款，導致基金的回報減少，因為基金可能要以較低的現行利率再投資該筆還款。此外，證券化產品投資的流動性亦可能低于其他證券投資。產品缺乏流動性，可能導致資產的現行市價偏離相關資產的價值，因此，投資于證券化產品的基金可能需要承受較高的流動性風險。證券化產品的流動性可能遠低于一般的債券或債務工具，所以可能很難賣把它出售，或縱然可以賣出，價格也會很低。

Generally, rising interest rates tend to extend the duration of fixed rate mortgage-related securities making them more sensitive to changes in interest rates. As a result, in a period of rising interest rates a Fund holding mortgage-related securities may exhibit additional volatility (extension risk). In addition, adjustable and fixed rate mortgage-related securities are subject to prepayment risk. When interest rates decline, borrowers may pay off their mortgages sooner than expected. This can reduce the returns of the Fund because it may have to reinvest that money at the lower prevailing interest rates. In addition investments in securitized products may be less liquid than other securities. The lack of liquidity may cause the current market price of assets to become disconnected from the underlying assets value and consequently Fund investing in securitized products may be more susceptible to liquidity risk. The liquidity of a securitized product can be less than a regular bond or debt instrument and this may adversely affect either the ability to sell the position or the price at which such a sale is transacted.

#### (g) 回購交易

##### (g) Repurchase Transactions

某些基金會涉及回購交易。這類交易會涉及下列風險：(a) 若基金存放現金的交易對手出現違約情況，已收抵押品的變現可能會因抵押品的定價不確、逆向市場走勢、抵押品發行機構的信貸評級轉差或抵押品的交易市場欠缺流動性，而低于所存放的現金；(b) (i) 在規模龐大或期限較長的交易中鎖定現金、(ii) 延遲收回存放的現金或 (iii) 難以將抵押品變現出售，均可能限制有關基金提供贖回、購買證券或一般進行再投資的能力；及 (c) 回購交易將（視乎情況而定）導致基金進一步承受風險，相當于期權或遠期金融衍生工具的相關風險。此外，回購交易涉及的主要法律風險是法院可以判定它不是銷售和回購安排，而是向賣方提供貸款和賣方提供抵押品。抵押品相關權益可能是無效的，并且如果交易對手方和/或交易對手方的擔保人違約，基金只能以無抵押債權人的身份向他們提出申索，并可能無法從他們那裏收回任何款項。

Some Fund may involve repurchase transactions. The risks involved in such transactions may include: (a) in the event of the failure of the

counterparty with which cash of a Fund has been placed there is the risk that collateral received may realize less than the cash placed out, whether because of inaccurate pricing of the collateral, adverse market movements, a deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded; and that (b) (i) locking cash in transactions of excessive size or duration, (ii) delays in recovering cash placed out, or (iii) difficulty in realizing collateral may restrict the ability of the Fund to meet redemption requests, security purchases or, more generally, reinvestment; and (c) repurchase transactions will, as the case may be, further expose a Fund to risks similar to those associated with optional or forward derivative financial instruments. Further, a key legal risk of a repurchase transaction is that the courts may determine that it is not a sale and an agreement to repurchase, but rather a loan to the seller and security given by the seller. The security interest may not be effective, and in the event of default of the counterparty and/or counterparty guarantor, the Fund will be left with only an unsecured claim against the counterparty and/or the counterparty Guarantor for the repurchase price and may not be able to recover any monies from them.

#### (h) 高收益債券/非投資級債券

##### (h) High Yield Bonds/Non-investment Grade Bonds

某些基金會投資于涉及重大風險的高收益債券、非投資級債券、未評級的債券。高收益債券/非投資級債券和未評級債券均被視為對發行人支付本金和利息的能力作出投機性的投資。這類產品的發行人不但會是高度杠杆化、流動性較低且波動較大，而且可能無法獲得從更傳統的方式取得融資。經濟衰退可能對發行人的財務狀況以及其發行的高收益債券、非投資級債券或未評級債券的市場價值產生不利影響。高收益債券、非投資級債券和未評級債券通常比高評級債券承受更大的本金和利息損失。因此，這會對基金及其投資者的利益產生不利影響。

Some Fund may invest in high yield bonds/ non-investment grade bonds and un-rated bonds which involve substantial risk. High yield bonds, non-investment grade bonds and un-rated bonds are regarded as being predominantly speculative as to the issuer's ability to make payments of principal and interest. Issuers of high yield bonds/ non-investment grade bonds or unrated bonds may be highly leveraged, subject to lower liquidity and higher volatility and may not have available to them more traditional methods of financing. An economic recession may adversely affect an issuer's financial condition and the market value of high yield bonds, non-investment grade bonds or unrated bonds issued by such entity. High yield bonds, non-investment grade bonds and un-rated bonds are generally subject to greater loss of principal and interest than high-rated bonds. As such, this may adversely impact the Fund and/or the interests of investors.

#### (i) 可換股債券

##### (i) Convertible Debt Instruments

某些基金會投資于債券和股權的混合物 - 可轉換債/可換股債券，允許持有人在指定的未來日期或于發生特定事件時，轉換為債券發行人的股份。因此，這些可轉換債/可換股債券會涉及較直接持有債券大的股價變動影響和波動性。可轉換債/可換股債券的投資也會像直接債券投資涉及相同的利率風險、信用風險、流動性風險和預付風險影響。

Some Fund may invest in convertibles/ convertible bonds/convertible debts which are a hybrid between debt and equity, permitting holders to convert into shares in the company issuing the bond at a specified future date. As such, convertibles/ convertible bonds/ convertible debts will be exposed to equity movement and greater volatility than straight bond investments. Investments in convertibles/ convertible bonds/ convertible debts are subject to the same interest rate risk, credit risk, liquidity risk and prepayment risk associated with comparable straight bond investments.

#### (j) 金融衍生工具 (FDI)

##### (j) FDI

某些基金會投資于金融衍生工具以提升組合管理的效率、作為對沖或減低整體的投資風險。與金融衍生工具相關的風險包括交易對手/信貸風險、流動性風險、估值風險、波動風險和場外交易風險。金融衍生工具的杠杆元素/部分導致的損失可以遠遠大于基金投進金融衍生工具的金額。投資接觸衍生工具可能導致提高基金蒙受重大損失的風險。有些基金會廣泛使用衍生工具作投資，并可能面臨額外的杠杆風險，這可能導致其淨資產值大幅波動和/或在最壞情況下，如果相關投資經理未能成功預測市場走勢，則會出現極端損失。這會導致此類基金的風險狀況增加。

Some Fund may invest in FDI for efficient portfolio management or for hedging or reducing the overall risk of their investments. The risks relating to FDI include counterparty/credit risk, liquidity risk, valuation risk, volatility risk and over-the-counter transaction risk. The leverage element/component of a financial derivative instrument can result in a loss significantly greater than the amount invested in the financial derivative instrument by a Fund. Exposure to financial derivative instruments may lead to a high risk of significant loss by a Fund. Some Fund may use derivatives extensively for investment purposes and may be exposed to additional leveraged risk, which may result in significant fluctuations of the NAV and/or, in worst case, extreme losses if where the relevant Manager is not successful in predicting market movements. This in turn may lead to an increase in the risk profile of such Fund.

#### (k) 非傳統基金

##### (k) Non-traditional Funds

非傳統基金是在投資風格上有別于傳統股票和債券投資的投資。

Non-traditional funds are investments that differ from traditional equity and bond investments on account of their investment style.

最常見的非傳統基金形式是對沖基金。雖然被稱為“對沖基金”，對沖基金并不必然涉及對沖。很多對沖基金旨在獲利，有時會為此冒非常大的風險。對沖基金包括各種類型的投資基金、投資公司和合夥機構，它們可以將衍生工具用于投資而不是用于對沖目的，進行沽空或借入資金達到很高的杠杆度。對沖基金的其他特點是，它們可以自由選擇投資種類、市場（包括新興市場）和交易方式。

The most common form of a non-traditional fund is the hedge fund. Despite its name, 'hedge funds' do not necessarily involve hedging. They vary enormously in terms of their investment returns, risk profiles and investment strategies. Some hedge funds aim to make a profit and sometimes take on very high levels of risk. Hedge funds include all types of investment funds, investment companies and partnerships which use derivatives for investment rather than hedging purposes, which can carry out short sales or which can attain significant leverage from the investment of borrowed capital. Additional features of hedge funds are their free choice of investment categories, markets (including emerging markets) and trading methods.

雖然對沖基金經常被推銷為“全天候”的基金，能够在不同市況下表現良好，但對沖基金絕非“必勝”的投資產品。即使個別投資策略在某種情況下能有效地發揮作用，但在其他情況下同一策略却未必能夠奏效。有些對沖基金會跑贏大市，但有些卻會虧本；有些能夠提供穩定的回報，但有些則較為波動。您應時刻考慮清楚對沖基金是否切合您的需要。除非一隻對沖基金附帶保證條款，否則沒有人能夠絕對保證那隻對沖基金的未來表現。即使設有保證，您亦應該查看保證範圍。對沖基金一般要求高額的最低限投資。對沖基金只提供有限的認購額度及長通知期的贖回權。

Although hedge funds are often marketed as “all weather” funds that are able to perform under different market conditions, they are not “sure-win”



products. Substantial (or even complete) loss of capital is possible. There are circumstances under which a particular strategy would work well, but there are also other circumstances where the strategy would not perform. Some hedge funds outperform the market while others lose money. Some deliver consistent returns, while others are volatile. You should always check whether the hedge fund suits your needs. Unless a hedge fund has a guarantee attached to it, nobody can give any absolute assurance about its future performance. Even then, you should check the level of guarantee provided. Hedge funds generally demand high minimum investments. They offer no more than limited subscription and redemption rights with lengthy notice periods.

對沖基金的經理收取業績掛鈎的獎金，他們通常在基金有個人資金投入。投資可能會被收取業績表現費，該費用可透過扣減代您持有的股份收取，從而減少您的持股數量。

Managers of hedge funds receive performance-linked bonuses and often have a personal stake in the fund. Performance fees may be charged in relation to an investment in a non-traditional fund, and this may be effected by way of deduction of securities held on behalf of you, which will reduce your holdings accordingly.

“對沖基金的基金”是指專門投資于其他對沖基金的基金。基金經理會提供挑選子基金并留意子基金的表現的額外服務。投資這類基金的投資者，除了要支付子基金的費用外，亦可能須就母基金繳付額外的費用。

A Fund-of-Hedge-Funds (FoHF) is a fund that exclusively invests in other hedge funds. Additional service in selecting the baby funds and monitoring their performance are provided by fund manager. A FoHF may have an extra layer of fees - one at the parent level and one at the baby funds level.

對沖基金運用另類投資策略，而其固有風險通常是很高且一般不會在傳統投資基金出現。由于存在杠杆性，市場的微小變動可能引致巨大盈利，但亦可能使虧蝕急劇放大。在此等投資中，您的投資資金在某些情形下可能會大幅或全部虧蝕。一般情況下，投資者也不能獲得很多有關非傳統投資的信息。對沖基金的資產淨值可能因某些相關投資交投不活躍和在估值上可能有不明確因素而受到不利影響。此外，許多投資策略高度複雜亦很難理解。您必須注意，可能引致風險度顯著上升的策略變化經常會被忽視，受到過少的關注或太遲才被注意到。您應查看沖基金的基金經理的背景和經驗，以及細閱銷售文件內提及個別基金的特點。不妨將不同產品相互比較，看看哪種最切合自己的需要。您也應考慮本身的財政狀況和是否適宜在自己的投資組合內加入對沖基金。您應考慮集中性風險，不要將資金全部投資在單一產品上。

Hedge funds use alternative investment strategies and the risks inherent are often high and not typically encountered in traditional investment funds. Due to leverage, a small movement in the market can lead to a major gain, but any losses will also be magnified sharply. You acknowledge and accept that for such investments the substantial or entire amount of your investment can, under certain circumstances, be lost. It is common for there to be little information available concerning a non-traditional investment. The NAV of a hedge fund may be adversely affected because some of the underlying investment may not be actively traded and there may be uncertainties in valuation. Moreover, many investment strategies are highly complex and very difficult to understand. You should be aware that changes in strategy which can lead to a substantial increase in the level of risk are often overlooked, accorded too little attention or noticed too late. You should also check the background and experience of the hedge fund manager and the product features in the offering document and compare different products and see which one best fits your needs. You should consider your own financial circumstances and the suitability of hedge funds as part of your investment portfolio. You should consider the concentration risk and “don't put all your eggs in one basket”.

非傳統投資的流動性和可交易性的變動可能很大。對沖基金的發行和贖回，通常只可以每月度、每季或每年進行一次。對沖基金的贖回價，可能因在相對較長的贖回期內相關投資的價值大幅波動而受到不利影響。指定持有期限長達多年的要求，也并不罕見。有些對沖基金或會收取懲罰性的贖回費，費用的多寡將因應您投資于基金的時間長短而定。再者，對於那些在到期時提供保本保障的對沖基金，若您在到期前贖回基金，有關的保證可能不適用。您應仔細考慮本身的資金周轉需要。有關交易頻率和持有期限的條款，可能會經常及隨時轉變。

The liquidity and tradability of non-traditional investments can vary a great deal. Hedge fund issues and redemptions are often only monthly, quarterly or annually. The redemption price of hedge fund may be adversely affected by the fluctuations in value of the underlying investment during a relatively long redemption period. Fixed holding periods lasting many years are not unusual. Some hedge funds may have exit penalties i.e. a redemption charge depending on the length of time you have stayed in the fund. In addition, for hedge funds that offer a guarantee at maturity, the guarantee may not apply if you redeem before maturity. You should consider your liquidity needs carefully. Provisions regarding trading frequency and holding periods may change frequently and rapidly.

清盤程序可能會跨越多個年度。許多這一類型的基金，都在海外成立，所以也被稱為“離岸基金”。它們受到較寬鬆的法律和監管的約束，所以，投資者享有的保障也較低。這些基金單位的買賣交收經常出現問題或延誤。此外，無人能保證投資者的合法權利將能獲得強制執行。

Liquidations can stretch over many years. Many funds in this category have an offshore domicile which earns them the name “offshore funds”. They are subject to less stringent legislation and supervision, which, as a consequence, offers poorer investor protection. Problems or delays may also arise in the settlement of buy and sell orders for units in such funds. There is no guarantee that an investor's legal rights will be enforceable.

您應該閱讀基金的說明書和銷售文件、瞭解對沖基金的性質和所涉及的風險、尋求獨立的專業意見，并評估對沖基金是否適合您。非傳統投資可以採取無數種不同的形式，并涉及高風險。它們不適合那些無法理解并承擔相關風險的投資者。您還應該參考投資者和理財教育委員會的網站以獲取更多信息：

You should read the Offering Documents, understand the nature of the hedge funds and the risks involved, seek independent professional advice and assess whether the hedge fund is suitable for you. Non-traditional investments can take countless different forms and involve a high degree of risk. They are not suitable for investors who cannot understand and afford to take on risks involved. You should also refer to the Investor and Financial Education Council's web-site for more information:

<https://www.thechinfamily.hk/web/tc/financial-products/investment/funds/hedge-funds/investment-strategies.html>

## 附件 IX: 結構性投資產品

### Appendix IX: Structured Investment Products

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明之相同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “**Terms and Conditions**”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

本附件適用於結構性投資產品。

This Appendix is applicable to structured investment products (“SIP”).

#### 1. 引言 Introduction

1.1 結構性投資產品涉及衍生工具，旨在提供有機會高於一般定期存款的回報。結構性投資產品可以與貨幣、利率、股本證券或其他相關資產、匯率或指數的表現掛鉤。

SIP is a structured investment product involving derivatives and is intended to provide a potentially higher return than a normal time deposit. SIP may be linked to the performance of a currency, interest rate, equity security or other underlying asset, rate or index.

1.2 結構性投資產品受銷售文件所載的條款及細則限制，並附帶銷售文件所載的風險。結構性投資產品並非受保障存款，不受香港法例第 581 章《存款保障計劃條例》下的存款保障計劃或任何其他司法管轄區的任何其他存款保障計劃所保障。

SIP is subject to the terms and conditions and risks as set out in its offering documents. SIP is NOT a protected deposit and is NOT protected by the Deposit Protection Scheme under the Deposit Protection Scheme Ordinance (Cap. 581) or any other deposit protection scheme in any other jurisdiction.

1.3 適用於結構性投資產品的產品條款及細則、認購和贖回程序及付款詳情載於相關的銷售文件，並須視為在銷售文件的簽署日期或中信信期證券中信信期證券接獲收妥確認的日期或與之相關的首項交易的日期（以較先者為準），納入為本條款及細則的一部分。如該等條款與本投資條款及細則有任何抵觸，概以該等條款為準。

The product terms and conditions, subscription and redemption process and details relating to payments applicable to a SIP are set out in its relevant offering documents and shall be deemed to be incorporated herein with effect from the date on which they are signed or acknowledgement of receipt received by CITIC CFI SECURITIES or the date of the first transaction to which they relate (whichever is earlier), and in the event of any conflict between their terms and these Terms and Conditions, the former shall prevail.

#### 2. 確認書 Confirmation

中信信期證券會在客戶同意結構性投資產品的條款及存入本金金額後，在切實可行範圍內儘快發出確認書。

CITIC CFI SECURITIES will, as soon as practicable after the terms of the SIP have been agreed and the principal amount deposited, issue and send a confirmation.

#### 3. 提早提取 / 終止 Early withdrawal/termination

3.1 除非中信信期證券另行同意，否則客戶不可在結構性投資產品到期日前終止結構性投資產品或提取全部或部分本金金額。

The Customer may not terminate the SIP or withdraw all or any part of the principal amount prior to the maturity date unless agreed otherwise by CITIC CFI SECURITIES.

3.2 若中信信期證券依其獨有及絕對酌情權同意客戶於到期日前終止結構性投資產品或提取全部或部分本金金額，客戶將須負責中信信期證券由於有關終止或提取所招致或產生的損失，包括對沖成本。

In the event CITIC CFI SECURITIES at its sole and absolute discretion agrees to the termination or withdrawal prior to the maturity date, the Customer will bear the losses incurred by CITIC CFI SECURITIES including the hedging costs as a result of or arising from such termination or withdrawal.

3.3 中信信期證券有權以最後贖回金額或客戶的投資戶口或任何其他戶口抵銷所有該等損失，並將餘款退回給客戶。客戶明白中信信期證券就有關提前終止或提取所招致的損失，可能會大幅減少或完全抵銷本金金額及其可得收益，且客戶在損失本金金額及其可得收益之外，客戶可能須負擔其他費用及開支。

CITIC CFI SECURITIES shall be entitled to set-off all such losses incurred from the final redemption amount or the investment account or any other account of the Customer and pay to the Customer the remaining balance thereof. The Customer understands that the losses incurred by CITIC CFI SECURITIES in relation to such early termination or withdrawal may substantially reduce, or result in a total loss of the principal amount and the earnings thereon, and the Customer may bear further costs and expenses in addition to such a loss of the principal amount and the earnings thereon.

#### 4. 利息 Interest

4.1 本金金額將根據條款說明書於利息期內按利率孳生利息。

Interest shall accrue on the principal amount at the interest rate during the interest period and shall be calculated as set out in the term sheet.

4.2 利息金額（如有）將以期末方式，在利息支付日（如當日並非營業日，則在利息支付日後第一個營業日）存入客戶通知中信信期證券的戶口，如中信信期證券未被通知任何戶口，則存入結算戶口。如客戶通知的戶口或結算戶口已經停止操作，中信信期證券將依其絕對酌情權決定將利息金額存入客戶的任何戶口。客戶不會就以上延誤享有任何額外利息或其他付款，而中信信期證券亦不負責客戶因延誤而蒙受的損失。The interest amount (if any) shall be payable in arrears on the interest payment date, or, if such day is not a business day, the business day immediately following such interest payment date to such account as notified by the Customer to CITIC CFI SECURITIES or, if CITIC CFI SECURITIES has not been notified of such account, to the Settlement Account. If such account notified by the Customer or if the Settlement Account has ceased to be operative, the interest amount will be paid to any account for the Customer as the Bank shall in its absolute discretion determine. The Customer shall not be entitled to any further interest or other payment and CITIC CFI SECURITIES shall not be responsible for the losses suffered by the Customer in respect of such delay.

## 附件 X: 孖展證券貸款

### Appendix X: Securities Margin Financing Facilities

所有載於本附件中定義的詞語，如未另行定義，應具有可能會不時修改或補充的《證券買賣條款》，視乎情況或（就中信期貨國際而言）《期貨及期權買賣條款》和其他客戶與本公司之間的其他相關協議內注明的同意思。

Capitalized terms that are not otherwise defined in this Appendix shall have the same meaning in the Terms and Conditions for Securities Trading, as the case may be, or (in the case of CFI) the Terms and Conditions for Futures and Options Trading (each, a “**Terms and Conditions**”), and/or other relevant agreements between the Customer and CF, as may be amended or supplemented from time to time.

#### **Part I: Terms & Conditions**

1 孖展證券貸款的限額應為中信信期證券不時通知客戶的金額。

The facility limit of the Margin Financing Facilities shall be such amount as advised by CITIC CFI SECURITIES to the Customer from time to time.

2 孖展證券貸款的用途是為客戶通過其證券戶口不時購入或持有為中信信期證券所接受的證券提供融資。

The purpose of the Margin Financing Facilities is to finance the acquisition or holding of such Securities as may be acceptable to CITIC CFI SECURITIES by the Customer through his Account from time to time.

3 中信信期證券有權按其絕對酌情權於任何時間通知客戶增加或減少孖展證券貸款的限額、取銷或終止孖展證券貸款、拒絕按孖展證券貸款提供任何借貸（不論其限額是否已超越）、或要求立即償還按協議項下就孖展證券貸款或其他原因當時欠付中信信期證券的所有或任何金額（不論是本金、利息或其他）。

CITIC CFI SECURITIES shall be entitled, at its absolute discretion at any time by notice to the Customer, to increase or decrease the facility limit of the Margin Financing Facilities, to cancel or terminate the Margin Financing Facilities, to refuse to make any advance under the Margin Financing Facilities (whether or not its facility limit has been exceeded) or to demand immediate payment of all or any sums of money and sums, whether principal, interest or otherwise, then owing in respect of the Margin Financing Facilities or otherwise under the Agreement.

4 在沒有明顯錯誤的情況下，由中信信期證券出具指明客戶按孖展證券貸款或其他原因在任何特定時間到期並須向中信信期證券繳付結欠金額的證書應對客戶為最終證明並具約束力。

A certificate issued by CITIC CFI SECURITIES stating the amount at any particular time due and payable by the Customer to CITIC CFI SECURITIES under the Margin Financing Facilities or otherwise shall in the absence of manifest error be conclusive and binding against the Customer.

5 中信信期證券茲此獲授權以孖展證券貸款支帳，以作支付客戶就其購買證券應付中信信期證券的金額或應付中信信期證券的任何佣金或其他費用或開支。

CITIC CFI SECURITIES is hereby authorized to draw on the Margin Financing Facilities to settle any amount due to CITIC CFI SECURITIES in respect of the Customer's purchase of Securities or payment of any commission or other costs or expenses owing to CITIC CFI SECURITIES.

#### **孖展通知 Margin Call**

6 客戶應維持孖展，並當中信信期證券按其絕對酌情權確定需要就（其中包括）孖展證券貸款提供足夠的擔保及應中信信期證券要求時，按照中信信期證券列明的該等金額、方式及時限、繳付金額或將額外孖展金額存入一個指定戶口（「孖展通知」）。孖展通知必須以可動用資金或存入證券及／或其他由中信信期證券列明及客戶擁有良好且無產權負擔的業權的資產繳付。除非孖展通知在所訂明的時間內被履行，中信信期證券可按其絕對酌情權，拒絕接納任何指示而毋須對因其不接納或不進行任何指示而產生或與之有關的任何損失負上責任。

The Customer shall maintain the Margin and on demand from CITIC CFI SECURITIES make payments or deposits of additional Margin in such amount and in such form into a designated Account and within such time limit as specified by CITIC CFI SECURITIES, as CITIC CFI SECURITIES in its absolute discretion determines necessary to provide adequate security in respect of, amongst other things, the Margin Financing Facilities (“**Margin Call**”). Payment of Margin Calls must be effected in cleared funds or deposit of Securities and/or other assets which the Customer has good and free unencumbered titles as specified by CITIC CFI SECURITIES and unless the Margin Call is fully satisfied with the time specified, CITIC CFI SECURITIES shall be entitled, at its absolute discretion, to refuse to accept any instruction and shall not be liable to the Customer for any loss whatever arising out of or in connection with its not accepting or acting on any instruction.

7 儘管有本附件第 6 條的規定，如果中信信期證券單獨認為其按照本附件第 6 條催繳額外孖展為不切實可行，中信信期證券無責任通知客戶未能維持孖展。包括但不限於發生以下情況的轉變或發展：

- 涉及本地、國家或國際貨幣、金融、經濟或政局或外匯管制可能出現轉變，導致或中信信期證券認為可能導致香港或其他地區的股票、貨幣、商品或期貨市場出現重大或不利波動；或
- 產生可能對客戶的情況或營運有重大不利影響的狀況；則中信信期證券應被視為已按其確定的方式及／或金額作出孖展通知，而客戶須繳付該即時到期的額外孖展。

Notwithstanding Clause 6 of this appendix, CITIC CFI SECURITIES has no obligation to notify the Customer of his failure to maintain the Margin where in the sole opinion of CITIC CFI SECURITIES, it is impracticable for CITIC CFI SECURITIES to make demands for additional Margin pursuant to Clause 6 of this appendix, including but not limited to impracticability due to the following changes or development:

- involving a prospective change in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of CITIC CFI SECURITIES likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in
- Hong Kong or elsewhere; or
- which will or may materially adversely affect the condition or operations of the Customer, CITIC CFI SECURITIES shall be deemed to have made Margin Calls for such form and/or amounts as CITIC CFI SECURITIES may determine and such additional Margin shall

become immediately due and payable by the Customer.

- 8 a. 如果客戶未能維持孖展或未有履行中信信期證券作出的孖展通知，或中信信期證券已取消或終止孖展證券貸款，中信信期證券可無須申索、通知、採取法律程序或其他行動下，於有關市場或以私人協議形式按中信信期證券絕對酌情權下認為適合的條款，在並不受任何客戶的信托、索償、贖回權利及衡平行法的權利的影響下出售、變現、贖回、清算或以其他方式處置證券戶口內的證券或其任何部分。
- b. 任何因上述出售、變現、贖回、清算或處置而取得的款項將按照中信信期證券所選擇的先後次序處理，直至欠負中信信期證券的欠款經已償付或已維持所需的孖展。在一般情況下，中信信期證券只會出售、變現、贖回、清算或處置足以滿足上述要求的數量的證券。無論如何，中信信期證券無須因出售、變現、贖回、清算或處置多於足以滿足上述要求的證券而對客戶負上任何責任。客戶無權向中信信期證券就任何因上述的出售、變現、贖回、清算或處置或計劃出售、變現、贖回、清算或處置而引起的損失向中信信期證券作出任何索償，不論引起有關損失所的原因，亦不論有關證券若延遲或提早出售、變現、贖回、清算或處置或其他原因會否取得更好的價格。
- a. Where the Customer fails to maintain the Margin or meet Margin Calls made by CITIC CFI SECURITIES or the Margin Financing Facilities is terminated or cancelled by CITIC CFI SECURITIES, CITIC CFI SECURITIES may, without making a demand, providing notice, commencing legal proceeding or taking other actions, sell, realize, redeem, liquidate or otherwise dispose of, as appropriate, such of the Securities in the Account or any part thereof at a relevant market or by private contract, and on such terms as CITIC CFI SECURITIES in its absolute discretion thinks fit, free from all trusts, claims, rights of redemption and equities of the Customer.
- b. Any proceeds resulting from such sale, realization, redemption, liquidation or disposal shall be applied in such order as CITIC CFI SECURITIES deems appropriate until the outstanding balances owing to CITIC CFI SECURITIES is satisfied or the required Margin is maintained. In normal circumstances, CITIC CFI SECURITIES will only sell, realize, redeem, liquidate or dispose of such quantity of the Securities required to achieve the aforesaid requirement. Nevertheless, CITIC CFI SECURITIES shall have no responsibility, liability or obligation to the Customer if it has sold, realized, redeemed, liquidated or disposed of more quantity of Securities than is necessary to satisfy such requirement. The Customer shall not have any right or claim against CITIC CFI SECURITIES in respect of any loss arising out of any such sale, realization, redemption, liquidation or disposal or proposed sale, realization, redemption, liquidation or disposal, however, such loss may have been caused, and whether or not a better price could or might have been obtained by either deferring or advancing the date of such sale, realization, redemption, liquidation, disposal or otherwise.

9 本附件應不抵觸條款及細則中給予中信信期證券的權利及權力，包括但不限於該條款及細則中的第 7 條（「抵押及金錢轉移」部分）及第 15 條（失責事件）。

This Appendix shall not be prejudicial to CITIC CFI SECURITIES's rights and powers under the Terms and Conditions of Securities Trading, including (without limitation) Clause 7 (section on "Security and Money Transfer") and Clause 15 (Default) of the Terms and Conditions.

### **利息 Interest**

10 客戶應向中信信期證券支付就所有於到期日未償還之欠款按中信信期證券不時通知客戶的利率計算的利息。除非另行訂明，利息將從貸款日起按每年 365 日的基準每日累計，並將不時附加於及組成欠款的一部分，利息按月累計記入證券戶口借帳。

The Customer shall pay CITIC CFI SECURITIES interest on all the outstanding amount not paid on the due date at the interest rate advised by CITIC CFI SECURITIES to the Customer from time to time. Such interest shall accrue on a daily basis from the date of advance, unless stated otherwise, a 365-day basis and shall be added to and form part of the outstanding amount from time to time and be debited to the Securities Account in arrears on a monthly basis.

### **權力 Power**

11 在不影響此條款及細則賦予中信信期證券的其它權力的前提下，並在每個個別交易作為獨立於中信信期證券與客戶之間或由中信信期證券代表客戶進行的任何其他交易的情況下，中信信期證券茲獲授權代表客戶放棄管有或控制由中信信期證券或其代名人持有或代客戶持有的所有或任何證券，並在各種情況下按照適用法律、規例、規定及客戶不時授予中信信期證券的任何授權的規定，出借、出售、寄存、押記或再押記全部或任何該等證券。客戶現授權中信信期證券：

- 將任何客戶的證券及證券抵押品存放於認可財務機構（按香港法律第 155 章銀行業條例定義），作為提供予向中信信期證券財務通融的抵押品；
- 根據證券及期貨（客戶款項）規則按證券借貸協議運用客戶的證券及證券抵押品；
- 將客戶的證券及證券抵押品存放於(1)認可結算所或(2)另一獲發牌或獲註冊進行證券交易的中介人，作為解除中信信期證券的結算義務和滿足中信信期證券的結算責任的抵押品。

Without prejudice to the other authorities conferred upon CITIC CFI SECURITIES in the Terms and Conditions, and in each case where a transaction independent of any other transaction is entered into between CITIC CFI SECURITIES and the Customer or by CITIC CFI SECURITIES on the Customer's behalf, CITIC CFI SECURITIES is authorized on the Customer's behalf to part with possession and/or control of all or any Securities held by CITIC CFI SECURITIES or its nominees for or on account of the Customer and in connection therewith to lend, sell, deposit, charge and re-charge all or any such Securities in each case in accordance with applicable laws, rules and regulations and any authorization given by the Customer to CITIC CFI SECURITIES from time to time. The Customer hereby authorizes CITIC CFI SECURITIES to:

- deposit any of the Customer's Securities and Securities collateral with an authorized institution (as defined by the Hong Kong Banking Ordinance (Cap. 155)) as collateral for financial accommodation provided to CITIC CFI SECURITIES;
- apply any of the Customer's Securities and Securities collateral pursuant to a Securities borrowing and lending agreement in accordance with the Securities and Futures (Client Securities) Rules;
- deposit the Customer's Securities and Securities collateral with (1) a recognized clearing house or (2) another intermediary licensed or registered for dealing in Securities as collateral for the discharge and satisfaction of CITIC CFI SECURITIES's settlement obligations and liabilities.

12 客戶知悉在取得按本附件上述第 11 條所授予或提及的權力及客戶可能授予的任何其他權力後，中信信期證券應可自由地按照該等授權及在適用的法律和法規容許的範圍內買賣客戶之證券。

The Customer acknowledges that, with the authorities given by or referred to in Clause 11 of this appendix above and any other authorities which

the Customer may give CITIC CFI SECURITIES, CITIC CFI SECURITIES shall be at liberty to deal with the Customer's Securities in accordance with such authorities or in any manner permitted by applicable law or rules.

13 本附件上述第 11 條及第 12 條客戶的授權之有效期根據條款及細則中第 11.5 條決定。

The term of the Customer's authorization contained in Clause 11 and Clause 12 of this appendix above shall be decided in accordance with the Clause 11.5 of the Terms and Conditions of Securities Trading.

14 在不影響中信信期證券根據此條款及細則賦予的累算權利及申索下，當中信信期證券已取消或終止孖展證券貸款，中信信期證券可以行使絕對酌情權，結束客戶的相關證券戶口作為孖展戶口及繼續保持該戶口作為現金戶口，並在此後，條款及細則中第 7 條關於證券買賣的條款及細則將適用於該戶口的一切證券買賣及相關服務的條款（同時，本附件有關孖展證券貸款條款及細則將不再適用於該戶口）。

Without prejudice to any of CITIC CFI SECURITIES's accrued rights and claims under the Terms and Conditions, where CITIC CFI SECURITIES has cancelled or terminated the Margin Financing Facilities, CITIC CFI SECURITIES may in its absolute discretion close the related Account of the Customer as a Margin Account and continue such Account as a cash Account, and thereafter, Clause 7 under the Terms and Conditions for Securities shall apply (not in conjunction with this Appendix) to all Securities trading and related services of such Account.

## **Part II: Risk Disclosure Statement of Securities Margin Financing Facilities**

金融市場存在種種不同風險，投資者於作出投資前必須留意。此風險披露聲明未能盡錄所有風險，並且可能不時為附加風險披露聲明所修訂或補充。

The financial markets present many different risks of which the Customer should be aware before investing. This risk disclosure statement is not exhaustive and may be amended or supplemented by additional risk disclosures from time to time.

### **孖展買賣的風險 Risk of Margin Trading**

藉存放抵押品而取得融資進行交易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中信信期證券作為抵押品的現金及任何其他資產。市場情況可能使附帶執行買賣指示，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孖展款額或繳付利息。假如客戶未能在指定的時間內支付所需的孖展款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為其戶口內因此而出現的任何缺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合適客戶。

The risk of loss in financing a transaction by deposit of collateral is significant. The Customer may sustain losses in excess of his cash and any other assets deposited as collateral with CITIC CFI SECURITIES. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Customer 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 Customer's collateral may be liquidated without his consent. Moreover, the Customer will remain liable for any resulting deficit in his account and interest charged on his account. The Customer should therefore carefully consider whether such a financing arrangement is suitable in light of his financial position and investment objectives.

### **提供再抵押證券抵押品授權的風險 Risk of Providing an Authority to Repledge Securities Collateral**

向中信信期證券提供授權，容許其按照任何證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再抵押以取得財務通融、或將客戶的證券抵押品存倉，以作為履行及滿足其結算責任及債務的抵押品，存在一定風險。

There is a risk if the Customer provides CITIC CFI SECURITIES with an authority that allows it to apply the Customer's securities or securities collateral pursuant to any securities borrowing and lending agreement, repledge the Customer's securities collateral for financial accommodation or deposit the Customer's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

若客戶的證券或證券抵押品是由中信信期證券在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明其有效期，而該有效期不得超逾 12 個月。若客戶是專業投資者，則此等限制將不適用。

If the Customer's securities or securities collateral are received or held by CITIC CFI SECURITIES in Hong Kong, the above arrangement is allowed only if the Customer consents in writing. Moreover, unless the Customer is a Professional Investor, the Customer's authority must specify the period for which it is current and be limited to not more than twelve (12) months. If the Customer is a Professional Investor, these restrictions do not apply.

另外，若中信信期證券在有關授權的期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的提示，而客戶對於在現有有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會（即在沒有其書面同意下）被視為已續期。

Additionally, the Customer's authority may be deemed to be renewed (i.e., without the Customer's written consent) if CITIC CFI SECURITIES issues the Customer a reminder at least fourteen (14) days before the expiry of the authority, and the Customer does not object to such deemed renewal before the expiry date of the Customer's then existing authority.

現時並無任何法例規定客戶必須簽署此等授權書。然而，中信信期證券可能需要有授權書，以作例如向客戶提供孖展貸款或容許將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。中信信期證券應向客戶闡釋將為何種目的而使用此等授權。

The Customer is not required by any law to sign these authorities. But an authority may be required by CITIC CFI SECURITIES, for example, to facilitate margin lending to the Customer or to allow the Customer's securities or securities collateral to be loaned to or deposited as collateral with third parties. CITIC CFI SECURITIES should explain to the Customer the purposes for which one of these authorities is to be used.

倘若客戶簽署授權書，且客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或可作出押記。雖然中信信期證券須根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品對客戶負責，但任何中信信期證券的失責行為可能會導致客戶損失其證券或證券抵押品。

If the Customer signs one of these authorities and his securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Customer's securities or securities collateral. Although CITIC CFI SECURITIES is responsible to the Customer for his securities or securities collateral lent or deposited under the authority, any default by it could result in the loss of the Customer's securities or securities collateral.

中信信期證券提供不涉及證券借貸的現金戶口。假如客戶並不需要孖展貸款，或不希望其證券被借出或質押，則客戶不應簽署上述的授權書，並應要求開立此等現金戶口。

A cash account not involving securities borrowing and lending is available from CITIC CFI SECURITIES. If the Customer does not require margin facilities or does not wish his securities to be lent or pledged, the Customer should not provide the above authorities and should ask to open this type of cash account.