



**ZH SECURITIES LIMITED**  
**中昊证券有限公司**

**CLIENT'S AGREEMENT**  
**(CASH & MARGIN ACCOUNT)**  
**客户协议书**  
**(现金及保证金户口)**

## CLIENT'S AGREEMENT (CASH & MARGIN ACCOUNT) 客户协议书（现金及保证金户口）

THIS AGREEMENT is made the date stated in the Client Account Opening Execution Form:

本协议由以下双方于客户开户执行表格所列之日期签署：

BETWEEN

- (1) **ZH Securities Limited**, a company incorporated in Hong Kong with its registered office and business address at Suite 931, 9/F, Ocean Centre, Harbour City, Tsim Sha Tsui, Hong Kong and a licensed corporation (CE No. BOW474) for Type 1 regulated activity (dealing in securities), Type 4 regulated activity (advising on securities) and Type 9 regulated activity (asset management) under the Securities and Futures Ordinance and an exchange participant of The Stock Exchange of Hong Kong ("the Company"); and  
中昊证券有限公司（“本公司”），为一间在香港注册成立的公司，其注册及营业地址为香港尖沙咀区海港城海洋中心9楼931室，并为根据《证券及期货条例》就第一类受规管活动（证券交易）、第四类受规管活动（就证券提供意见）及第九类受规管活动（资产管理）获发牌的持牌法团（CE No. BOW474），及联合交易所有限公司的交易参与者；及
- (2) The party whose name, address and details are set out in the Account Opening Form ("the Client").  
当事方（“客户”），其名称、地址和相关数据列于开户表格中。

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

鉴于本公司咨询客户要求开立及持续运作一个或多个证券买卖账户（“账户”）给客户；又鉴于本公司同意作为客户的代理或经纪，执行各式及各类证券买卖交易指示（见下文释义），客户兹同意根据下列本协议书的条件进行交易（“协议书”）:-

### 1. The Account 账户

- 1.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will undertake to inform the Company of any material changes to that information. The Company is authorized to conduct credit enquiries on the Client to verify the information provided.  
客户确认「开户表格」所载数据均属完整及正确。倘该等资料有任何重要变更，客户将会通知本公司。客户特此授权本公司对客户的财政信用进行查询，以核实上述表格所载数据。
- 1.2 The Company will keep information relating to the Client's Account confidential, but may provide any such information to The Stock Exchange of Hong Kong Limited ("Exchange"), Hong Kong Securities Clearing Company Limited ("the Clearing House") and the Securities and Futures Commission ("SFC") and exchanges, clearing houses, regulators of the relevant jurisdiction for Foreign Securities to comply with their requirements or requests for information, and to any of the company's branches or Associates and Correspondent Agent, without any consent from or notification to the Client.  
本公司将会对客户帐户的有关资料予以保密，但本公司可以根据香港联合交易所有限公司（“联交所”），香港中央结算有限公司（“中央结算”）及证券及期货事务监察委员会（“证监会”）及外地证券有关之交易所，结算所，监管机构的规定或应其要求，将该等资料提供予以上机构，本公司亦可以在无需通知客户或征求客户同意下，将该等资料提供予本公司任何分行或联营公司。

#### 1.3 to 1.7 for Margin Account only

#### 1.3至1.7只适用于保证金账户

- 1.3 The Company will provide the Client with credit facilities in respect of transactions in securities effected by the Company on behalf of the Client, the Account which the Company establishes with the Client to record such transactions is said to be a margin securities trading account ("margin account").  
本公司将会对客户进行之证券买卖提供信贷安排，而本公司对客户开立以记录该等买卖之帐户称为保证金证券买卖账户（下称“保证金账户”）。

- 1.4 The Company agrees that the Company will open and maintain such margin account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement.  
本公司同意开立及维持该〈等〉保证金账户，并以客户之代理人身份，根据本合约之条款，进行证券买卖。
- 1.5 The credit facilities are extended to the Client in accordance with the terms and conditions set out in this Agreement, any fee and charges sheet issued by the Company to the Client ("margin facilities").  
此项融资将按照本保证金客户协议、本公司提供给客户的任何收费表内所订定之条款（统称为"孖展融资条款"）而提供给客户。
- 1.6 The Client shall on demand from the Company makes payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Company or which may be required by the rules of any exchange or market of which the Company is a member. The Client shall be granted margin facilities up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Company.  
客户须应本公司之要求，或按本公司所属之任何交易所或市场之规则，以现金、股票或其他与本公司议定之价值支付按金或保证金。本公司将授与客户信贷额达到由本公司持有抵押品市值的不时议定的百分率的孖展融资。
- 1.7 If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Company hereunder, on the due date therefor, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights the Company may have, the Company shall have the right to close the margin account(s) without notice to the Client and to dispose of any or all securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to pay the Company all outstanding balances owing to the Company. Any monies remaining after such application shall be refunded to the Client.  
如客户未能于本公司要求之限期前缴付按金或保证金，或任何本合约规定须付予本公司之款项，或未有遵守本合约之任何条款，在不影响本公司可能享有的任何其他权利的情况下，本公司有权无须通知客户而结束保证金账户，并处置任何一切为或代表客户持有之证券，将出售所得款项及任何现金、按金，用以清偿一切未付还本公司之余数，而清偿后之余款须退还予客户。

## 2. Laws and rules 法例及规则

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

本公司按客户的指示而进行的一切证券交易（"交易"），须根据适用于本公司的一切法例、规则和监管指示的规定而进行。这方面的规定包括证监会、联交所及中央结算的规则。本公司根据该等法例、规则及指示而采取的所有行动均对客户具有法律约束力。有关外地证券，本公司将以有关法律，规则及监管指令以完成该等交易。

## 3. Authority 授权

- 3.1 The Client (in the case of a corporation) authorizes the Authorized Persons to represent the Client in all matters in relation to all Transactions with the Company and to sign on the Client's behalf all Agreements and documents relating to the Account and its operation, including this Agreement. All such documents and Instructions shall be absolutely and conclusively binding on the Client. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Persons until the Client notifies the Company in writing that the authorization has been revoked or varied.  
客户（此处指公司客户）授权予获授权人士在与本公司进行的所有交易事务中代表客户，及代表客户签署与账户及其操作相关的所有协议和文件。所有这类文件和指示对客户有绝对的、最终的约束力。客户同意本公司有权依据获授权人士的指示行动，直到客户书面通知本公司撤销或变更该授权为止。
- 3.2 If the Client (in the case of an individual) wishes to appoint Authorized Persons, the Client shall in addition to completing the Account Opening Form, furnish to the Company a duly executed power of attorney or other similar instrument of appointment in a form prescribed by or acceptable to the Company. The Client agrees that the Company is entitled to act on the Instructions of the Authorized Person until the Client notifies the Company in writing that the power of attorney has been revoked or varied.

如果客户（此处指个人客户）要指定获授权人士，则客户在填写完开户表格之外，还要以本公司规定或可接受的格式向本公司提交正式签署的授权书或类似的委任文件。客户同意本公司有权依据获授权人士的指示行动，直到客户书面通知本公司撤销或变更该授权为止。

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

客户承认并同意，客户对所有交易负有完全的责任，本公司只对交易的执行、结算和进行负责，本公司对于与帐户或交易有关的公司、投资顾问或其他第三方的任何操守、行动、陈述或声明概不承担义务和责任。客户进行的交易不是本公司推荐或诱导的结果，本公司不会对客户进行的交易的合适性承担责任。本公司亦不会对任何交易的盈利、税项、法律和会计的后果承担责任。

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

由本公司、本公司的董事、高级职员、雇员或代理人提供的任何意见或数据（不论是否被要求的）都不应构成进行交易的要约或投资的建议。客户应独立地并且不依赖本公司，作出其本身的交易的判断。

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

客户授权本公司可经由有绝对酌情权下选择的业务代理执行交易；客户确认该业务代理的业务条款及进行交易及结算的任何交易所与结算所(包括外地有关机构)的规则将适用于这类交易，并对客户具有约束力。

#### 4. Transaction 交易

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

除本公司（在结单或其他确认单据内）注明以自己本身名义进行交易外，本公司将以客户的代理人身份进行交易。为免生疑问，有关外地证券的交易，本公司将与业务代理设立综合帐户。

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

客户同意只会就客户当时实际拥有的证券向本公司发出沽售指令。

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

客户会就所有交易支付本公司通知客户的佣金和所有收费，缴付证监会、联交所、中央结算的适用交易征费、交易费及结算费，并缴纳所有有关的印花税。本公司可以从账户中扣除该等佣金、收费、交易征费、交易费、结算费及印花税项。本公司有绝对权利不时修订上述账户的收费（“收费表”），修订通知会刊载于本公司网站内，而客户可不时登入本公司网站以获得最新之收费表。

#### 4.4 For Cash Account Client

#### 4.4 就现金账户而言

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

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

就每一宗交易，除另有协议外或除非本公司已代表客户持有现金或证券以供交易交收之用，否则客户将会在本公司就该项交易通知客户的期限之前，

- pay the Company cleared funds or deliver to the Company securities in deliverable form or  
向本公司交付可实时动用的资金或可以交付的证券，或
- otherwise ensure that the Company has received such funds or securities  
以其他方式确保本公司收到此等资金或证券。
- by such time as the Company has notified the Client in relation to that Transaction. If the Client fails to do so, the Company may  
倘客户未能这样做，本公司可以
- in the case of a purchase Transaction, sell the purchased securities; and  
(如属买入交易) 出售买入的证券；及
- in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.  
(如属卖出交易) 借入及 / 或买入证券以进行交易的交收。

#### **4.5 to 4.7 For Cash Account Client**

#### **4.5至 4.7 就现金账户而言**

- 4.5 Unless otherwise agreed, the Client agrees that when the Company has executed a purchase or sale transaction on the Client's behalf, the Client will be the due settlement date make payment to the Company against delivery of credit to the Company's account for purchased securities, or make good delivery of sold securities to the Company against payment, as the case may be.  
除非另行商定，客户同意于本公司经已代客户进行一项买入或卖出交易时，客户将于到期交收日期，向本公司支付有关账户买入证券所需之款项，或者交出有关账户卖出之证券（视具体情况而定）。
- 4.6 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due date as mentioned above, the Company is hereby authorized to:  
除非另行商定，客户同意，倘若于上述到期交收日期，客户未支付该等款项或者交出证券，本公司有权进行：
- in the case of a purchase Transaction, transfer or sell any such purchased securities to satisfy the Client's obligations to the Company; or  
若为买入交易，将任何该等买入之证券转让或出售，以偿还客户拖欠本公司之款项；或
  - in the case of a sale Transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Company.  
若为卖出交易，借入及 / 或买入该等卖出之证券，以偿还客户欠本公司之证券。
- 4.7 The Client agrees to pay interest on a daily basis on the amount of margin facilities extended to the Client. The interest rate shall be at a percentage above the Company's cost of funds which will vary according to the prevailing money market situation and as notified to the Client by the Company from time to time. Such interest charges may be deducted by the Company from the Margin Account or any other account of the Client with the Company or its Associates.  
客户同意为自己获得的融资支付利息，及利息将逐日计算，利息率应为一个高于本公司资金成本的百分率，并将会随当前的货币市场状况改变及由本公司不时通知客户。该利息费用可由本公司从客户在本公司或其联营公司开立的保证金账户或任何其他账户中扣除。
- 4.8 The Client will be responsible to the Company for any losses and expenses resulting from the Client's settlement failures.  
客户将会负担本公司因客户未能进行交收而引起的任何损失及开支。
- 4.9 The Client agrees to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Company has notified the Client from time to time.  
客户同意就所有逾期未付款项（包括对客户裁定的欠付债务所引起的利息），按本公司不时通知客户的利率及其他条款支付利息。

- 4.10 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and the Company has to purchase securities to settle the Transaction, the Client shall not be responsible to the Company for the costs of such purchase.  
就买入交易而言，倘卖方经纪未能于交收日内交付证券，导致本公司须买入证券进行交收，客户毋须为买入该等证券的费用向本公司负责。
- 4.11 In relation to any Over-the-Counter ("OTC") transactions, including without limitation trading of any New Securities before their listing on the Exchange and Foreign Securities, entered or to be entered into by the Client, the Client acknowledges and agrees that:  
客户就其已进行或将予进行的任何场外（Over-the-Counter）交易（包括但不限于任何新证券在交易所上市前的交易或外地证券）承认及同意：
- (i) subject to Clause 4.1 above and Clause 7.1 below, the Company is acting as an agent for the Client and does not guarantee the settlement of such OTC transactions;  
在上述第4.1条及下述第7.1条的规限下，本公司担任客户的代理，并不保证此等场外交易之结算；
  - (ii) the Client's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the Exchange;  
客户的指示可能只有部份执行或全部未能执行。倘有关证券其后无法在交易所上市，已执行的交易将会被取消及成为无效；
  - (iii) in the event that the Client in selling any Securities fails to deliver such Securities, the Company is entitled to purchase in the market (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for the Client in order to complete the settlement of the relevant transaction. The Client shall bear all losses arising out of or in connection with such transaction.  
如沽出证券的客户无法交付此等证券，本公司有权为客户就此项已进行的销售在市场购入相关的证券（以当时市价），以完成相关交易的结算。客户须承担此项交易引致或招致的一切亏损；
  - (iv) in the event that (1) the Client buys Securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or the Company in its absolute discretion determines not to purchase the relevant Securities pursuant to Clause 4.11 (iii), the Client will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities;  
倘若(1)客户向卖方购入证券，而该卖方无法交付相关证券及(2)未能购入相关证券或本公司行使绝对酌情权决定根据第4.11(iii)条规定不购入相关证券，客户无权以配对价格取得相关证券，并且只有权收取买入相关证券所付的款项；
  - (v) in the event that the Client in buying any Securities fails to deposit the necessary settlement amount, the Company is entitled to sell any and all Securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Client is the seller under such transaction and such transaction cannot be settled, the Client shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and  
倘若购买任何证券的客户无法存入所需的结算款项，本公司有权出售其账户内任何及所有证券或抵押品，以及使用经扣除结算交易所有费用后的出售所得款项。然而，如客户于该宗交易内属于卖方，而该宗交易未能结算，则客户只可获得相关证券，而并非相关证券的出售所得款项；及
  - (vi) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.  
在不影响上文所载的原则下，客户须自行承担亏损及开支，并就其及 / 或其交易对手无法结算所招致的任何亏损及开支向本公司负责。
- 4.12 In relation to any trading in Foreign Securities, the Client hereby agrees, understands, and acknowledges that the execution and settlement such transactions shall be subject to the rules, laws and regulations of the relevant exchange, clearing house and regulator of the relevant jurisdiction.  
关于外地证券交易，客户同意，明白及承认有关交易的执行及交收将以有关司法管辖区之法律，法规及有关交易所，结算所及监管机构之规例进行。

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

关于外地证券交易，本公司将以不时书面通知客户有关交易时段、下盘方式及交收方法，客户同意及确认，该等通知将为本公司及客户有关外地证券交易之协议。

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

关于外地证券交易，客户同意，明白及承认，本公司或会聘用及/或委任第三方的执行经纪（香港及/或海外地区），以处理所有交易的执行及交收。有关交易的执行及交收将以有关司法管辖区之法律，法规及有关交易所，结算所及监管机构之规例进行。

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

客户明白及承认本公司可能不可在客户指定的时间内及价格完成交易或不可以最佳市场价格完成交易。客户同意及确认本公司将不为所完成交易所引致的任何损失负上任何责任，本公司可运用其酌情权以完成部份客户有关外地证券交易的指示，而客户同意接受该部份完成交易所约束。

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

客户明白及承认有关外地证券交易，客户可能不会受到有关司法权地方的法律及规例保障。客户更同意如遇有疑问时，应于有关司法管辖区咨询或取得法律及专业意见。客户同意支付就有关任何指示可能须缴付的税项或收费，本公司并不须就该等费用负上任何责任。

## 5. Order and Order Recording

### 买卖指示及电话记录买卖指示

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

本公司可接纳客户（或其授权人士）用电话、图文传真、邮递或电邮方式发出之书面指示买卖证券。本公司亦可接纳客户亲临本公司办公室填写本公司的买卖证券指示表格。全部的指示，本公司将以其次序前后盖上时间印章。

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

客户声明，除非本公司欺诈或蓄意失责，否则本公司无须因延迟执行，或客户透过图文传真或电邮方式发出的指示在传送上所出现的误差、干扰、出错、延迟或未能传达而负责。

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

倘若本公司收到互相抵触的指示时，本公司可拒绝执行任何此等指示，直至接到明确的指示为止。

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

本公司有绝对酌情权决定拒绝客户的指示而无须对此作出解释，并且无须在任何情况下对此拒绝所引致客户失去的盈利、损失、经济责任、支出或费用作出负责。

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

客户同意本公司可由本公司的电话录音系统记录电话交谈中有关买卖指示。客户承认该记录由本公司拥有，并接受如有纠纷时，此录音为最后及最终之证据。

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

凡经电话、电邮或图文传真发出的指示，与后来以书面发出的指示在意义上有差异时，则须以本公司的电话录音或收到的电邮指示记录为准。

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

为免生疑问，本公司只有责任将电话记录存放至有关香港或海外监管机构（如是外地证券）所指定的存放期。

## 6. Short Selling 沽空

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

除借货沽空外，客户承诺不会通过本公司进行任何沽空指示。

## 7. Conflict of Interest 利益冲突

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

客户承认并同意本公司及其董事、高级职员或雇员及其业务代理可以为其本身帐户或联营公司帐户进行交易。

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

本公司有权（不论本公司是作自行买卖或代表联营公司或其他客户）买入、卖出、持有或买卖任何证券、或采纳与客户指示对立的仓位买卖。

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

本公司有权将客户指示与其他客户的指示进行对盘。

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

本公司有权对本公司或其联营公司有持仓或就该证券作为包销商、保荐人或其他身份的证券进行交易。

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

在本条款中提及的任何情况下，本公司都不负有对客户说明所有得利润或利益的义务。

## 8. Client Identity/Ultimate Beneficiary 户身份 / 最终受益人

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

在符合本协议书中条文的规定下，凡有关客户并非以主事人或最终受益人之身份进行的交易，客户将应本公司的要求实时向证监会及 / 或联交所提供受益人下列数据： -

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



最终负责引发有关交易的指示的人士或实体的身份、地址及联络详情；及

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

会获取有关交易的商业或经济利益或须承担其商业或经济风险的人士或实体的身份、地址及联络详情。

and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or account. 并且，如实体者是投资基金或账户，则提供该投资基金或账户的经理人数据。

8.2 The Client hereby declares that if the Client is not the true owner/ultimate beneficiary or originator of instructions of the Account, the Client will complete the detailed information in the Account Opening Form.

客户兹声明如若客户非是账户的主事人或最终受益人，客户须在开户表格填写详情及数据。

## 9. Depositing of Securities Collateral

### 证券抵押品的存放

9.1 Any securities which are held by the Company or the Company's associated entity for safekeeping may, at the Company's discretion: -

寄存本公司或本公司的有联系实体妥为保管的任何证券，本公司可以酌情决定： -

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

存放于本公司或本公司的有联系实体在中央结算、认可财务机构、获香港证券及期货事务监察委员会核准的保管人或另一获发牌进行证券交易的中介人处开立的独立账户作稳妥保管，而该账户是指定为信托账户或客户账户并由本公司或本公司的有联系实体为持有本公司的证券抵押品目的而在香港开立及维持的；

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

存放于以本公司或本公司的有联系实体（视属何情况而定）的名称在认可财务机构、获香港证券及期货事务监察委员会核准的保管人、或另一获发牌进行证券交易的中介人所开立的账户；或

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

（如属可注册证券）以客户的名称或以本公司或本公司的有联系实体名称登记。

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

倘证券未以客户的名义登记，本公司于收到该等证券所获派的任何股息或其他利益时，须按客户与本公司的协议存记入客户的账户或支付予或转账予客户。倘该等证券属于本公司代客户持有较大数量的同一证券的一部份，客户有权按客户所占的比例获得该等证券的利益。

9.3 The Company has the Client's written authority under section 148 of the Securities and Futures Ordinance to: 客户根据【证券及期货条例】第148条以书面授权本公司： -

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

将客户的任何证券存放在认可财务机构，作为本公司所获垫支或贷款的抵押品，或者存放在中央结算，作为履行本公司在结算系统下之责任的抵押品；

- (ii) borrow or lend any of the Client's securities, and/or  
借贷客户的任何证券；及 / 或
- (iii) otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any purpose.  
基于任何目的以其他方式放弃客户的任何证券之持有权（交由客户持有或按客户的指示放弃持有权除外）。

9.4 Such written authority shall be in form of "Letter of Authorization" to be separately signed by the Client.  
客户须另行签署该书面授权。

9.5 The Company is not bound to deliver securities belonging to the Client bearing serial numbers identical with those transferred to the Client so long as the securities delivered are of the same class, nominal amount and rank pari-passu with those originally transferred subject always to any capital re-organization which may have occurred in the meantime.  
本公司交回客户的证券，其编号无须与转让予客户的证券编号相符，只要该等证券是同类型，而值相等及其权益与原本转让予客户的证券相同，当然除了受其间资本重组另有规定外。

9.6 In relation to Foreign Securities, such securities may be held by the Correspondent Agent outside Hong Kong. The Client agrees that the terms in Clauses 9.1 to 9.4 are also applicable to the Foreign Securities held by the Correspondent Agent.  
有关外地证券，该等证券可能由业务代理于海外持有。客户同意第9.1至9.4条的条款亦适用于外地证券。

## 10. Charge 抵押

10.1 The Client, as beneficial owner, charges in favor of the Company by way of first fixed charge all the Client's respective rights, title, benefit and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the terms of margin facilities which are now or at any time hereafter may be due, owing or incurred from or by the Client to the Company or its Associates, or for which the Client may be or become liable to the Company or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of the Company or its Associates.

客户以实益拥有人的身份，以第一固定抵押方式向本公司抵押所有客户于抵押品的各种权利、所有权、利益及权益，以作为持续的抵押品（“抵押”），以便客户在接获要求后偿付客户可能欠本公司或其联营公司的所有款项及债项（绝对或或有的），及客户在现时或将来履行孖展融资条款下可能到期、所欠或招致的义务，或客户不论于任何账户或以何种形式而欠本公司或其联营公司的债项（不论是单独或与任何其他人士一起，及不论以何种名称形式或商号），连同由作出还款要求日期至付还日期期间的利息，以及在本公司或其联营公司记录中所列的任何佣金、法律或其他费用、收费及开支。

10.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to the Company and/or its Associates and notwithstanding the closing of any of the Client's accounts with the Company and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to the Company or its Associates on any account or otherwise.

即使客户向本公司和 / 或其联营公司作出任何中期支付或结清账户，或清还全部或部分欠款；及即使客户结束在本公司开立的任何账户，并在随后由客户独自或与其他人随后共同在本公司重开或再开立任何账户，该抵押将仍属一项连续的抵押，并将会涵盖现时客户于本公司或其联营公司的任何账户构成结余欠款的所有或任何款项，或其他地方显示出客户欠本公司或其联营公司的结余欠款。

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

客户声明并保证，抵押品乃是客户本人合法及实益拥有，客户有权将抵押品存放于本公司或其联营公司，所存放的抵押品在现时或将来都不受任何类型的留置权、抵押或处置权所约束，并且构成抵押品的任何股票、股份和其他证券现时已全数缴足股款及将会全数缴足股款。

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

当客户不可撤销地全数付清根据保证金客户协议之下所有可能应支付或成为应支付的款项，及已全部履行客户在孖展融资条款之下的义务后，本公司将会是客户要求下及支付所需费用后，向客户发还本公司对抵押品的所有权利、所有权和权益，并会就客户为妥善处理该项发还而要求其作出的指令和指示而行事。

10.5 Until the Charge becomes enforceable,  
在该抵押成为可强制执行之前，

(i) the Company will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and  
本公司只须向客户发出通知后，便有权行使与抵押品有关的权利，以保障抵押品的价值；及

(ii) except as otherwise provided in this Margin Client Agreement, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the terms of margin facilities, or which in any way may prejudice the Company's rights in relation to the Collateral.

除非在本保证金客户协议另有规定，否则客户可指示行使附于或与抵押品有关的其他权利，但此举不得与客户在孖展融资条款之下的义务有所矛盾，或在任何形式下可能损害本公司就抵押品的权利。

## 11. Power of Attorney 授权书

The Client by way of security irrevocably appoints the Company to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Client by or pursuant to the terms of margin facilities and generally for enabling the Company to exercise the respective rights and powers conferred on it by or pursuant to the terms of margin facilities or by law including (but without limitation):

客户可以担保的方式，不可撤销地任命本公司作为客户的受托代表人，代表客户并以客户的名义行事，及签署、盖章、执行、交付、完善及订立所有契约、文书、文件、作为或事物，以履行根据孖展融资条款施加于客户的义务，及在整体上令本公司行使根据孖展融资条款或根据法律而赋予本公司的权利和权力，包括（但不限于）：

(i) to execute any transfer or assurance in respect of any of the Collateral;  
就任何抵押品签立任何转让契或担保；

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

(iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;  
就任何抵押品之下或所产生的到期或变成到期的任何及所有款项和索偿而作出查询、规定、要求、接收、和解及作出良好的解除；

(iv) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and  
就任何抵押品发出有效的收据和解除及背书任何支票或其他票据或汇票；及

(v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the terms of margin facilities.  
就为着本公司认为有必要或有利于保护根据孖展融资条款下产生的抵押品起见，一般而言作出任何索偿、或采取任何法律行动或进行任何诉讼程序。

## 12. Monies in the Account 账户中的款项

12.1 Any cash which are received or held by the Company on the Client's behalf, other than cash received by the

Company in respect of Transaction and which is on-paid for settlement purpose or payable to the Client, shall be credited to one or more segregated accounts, each of which shall be designated as a trust account or client account, established and maintained in Hong Kong with an authorized financial institution or any other person approved by the SFC. Subject to mutual agreement between the parties hereto, no interest is payable.

由本公司代客户在香港收取或持有的现金，除了本公司收取客户的现金作为交易的交收之用或转付予客户之外，须存入在认可财务机构或监察委员会批准的任何其他人士处所开立的一个或多个的独立账户内，而每个该等账户均须指定为信托账户或客户账户并在香港开立及维持。除非双方另有共同协议外，无须支付此账户内产生的利息款项。

- 12.2 Payment to the Account shall constitute payment to the Client for all purposes.  
本公司支付入账户的款项得作为达到对客户款项支付的目的。

13. Set-off and lien  
抵销及留置权

In addition and without prejudice to any general liens, rights of set-off or other similar rights to which the Company may be entitled under laws or the Agreement, all securities, receivables, monies and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of the Company at any time shall be subject to a general lien in the Company's favor as continuing security to offset and discharge all of the Client's obligations, arising from the Transaction and/or the Client's obligations in the Agreement.

在不损害本公司依照法律或本协议所附加应享有之一般留置权、抵销权或相类权利前提下，对于客户交由本公司代管或在本公司内存放之所有证券、应收账、款项及其他财产（不论是客户个人或与其他人士联名所有）权益，本公司均享有一般留置权，作为持续的抵押，用以抵销及履行客户因进行证券买卖而对本公司负上的所有责任。

14. Miscellaneous  
一般规定

- 14.1 All securities held for the Client's Account shall be subject to a general right of disposal in the Company's favor, for the performance of the Client's obligations to the Company arising in respect of dealing in securities for the Client. The Company may at any time, without prior notice to the Client, apply any credit balances (including amount payable to the Client arising from sale of securities) in any currencies to which the Client is at any time beneficially entitled on any accounts opened with the Company to set-off against any liabilities owed to the Company (including amount payable to the Company arising from the purchase of securities).

所有客户户口内的证券均受制于本公司的全面处置权，以确保客户履行本公司代客户买卖证券而产生的责任。本公司可于任何时间而无须通知客户，运用客户于本公司开设之任何户口的任何币值结余（包括应向客户因卖出证券而需支付的款项）抵销任何客户对本公司之负债（包括客户因买入证券而应向本公司支付的款项）。

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

倘本公司没有依照本协议的规定履行对客户责任，客户有权向根据【证券及期货条例】成立的投资者赔偿基金索偿，惟须受投资者赔偿基金不时的条款制约。

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

若客户开展买卖美国证券，客户承认及确认客户将会详细阅读联交所发出予客户参照的美国证券交易试验计划简介。

- 14.4 The Client confirms that the Client has read and agrees to the terms of this Agreement which have been explained to the Client in a language (English or Chinese) that the Client understands.

客户确认客户已详阅并同意本协议书的条款，而且该等条款已经以客户明白的语言（英文或中文）向客户解释。

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

客户承认所有证券买卖全由客户决定及承担风险，并没有依赖本公司的意见。本公司并无责任向客户提供有关各证券买卖的利好性或适合性的建议。

- 14.6 The Client hereby agrees that upon receipt of the relevant contract notes, daily statement, execution report, and monthly statement of the Account, or other advices, such daily contract notes, statement, execution of order and monthly statement of the Account or advices shall be conclusive and binding on the Client, unless the Client objects to in writing within such period of time as may be specified by the Company from time to time.  
客户在收到有关该账户的买卖单、日结单、执行买卖报告及月结单或其他另类方式的通知之后，倘若客户没有在本公司不时规定的期间之内以书面提出异议，则该日结单，执行买卖报告及月结单或另类方式通知成为不可推翻，并对客户有约束力。
- 14.7 The Account Opening Form and the Agreement will form one composite agreement.  
本协议书所指的开户表格为本协议书的整体部份。
- 14.8 If the Client enters into Transaction in securities in a currency other than Hong Kong dollar currency, the Client shall reimburse the Company's exchange loss (if any) and bank charges fully on demand for all expenses incurred by the Company on converting any foreign currency into Hong Kong dollar currency at the prevailing exchange rate at the time of the relevant Transaction. For the avoidance of doubt, the Client agrees and acknowledges that the Company may use the exchange rate as specified by the foreign exchange and/or clearing house for the relevant Foreign Securities.  
若客户用非香港货币进行证券买卖，客户须按本公司的通知，实时支付本公司的外汇兑换损失（如有）及银行服务费及任何因找换外汇成香港货币所引致的其他费用，找换外汇是以当日有关交易的外汇汇率计算。为免生疑问，客户同意及确认本公司可采用由外地交易所及 / 或结算所指定的兑换率。
- 14.9 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.  
本协议书之中英文本文义，如有歧义，将以英文本为准。

## 15. Liability and Indemnity 责任及弥偿

- 15.1 Neither the Company nor any of the Company's directors, officers, employees or agents shall be liable to the Client for any direct, indirect or consequential loss or damage suffered by the Client arising out of or connected with any act or omission in relation to Transaction or any matters contemplated by the Agreement unless such loss results from the Company's fraud, gross negligence or wilful misconduct as proved.  
本公司或本公司的任何董事、行政人员、雇员或代理人，均不需负责因客户或涉及任何关乎本协议书范围内之任务的操作或疏漏操作而蒙受的任何直接、间接或后果性损失或损害，除非此等损失或损害是得到证实为上述人士之欺诈、严重疏忽或故意失当行为而引起者。
- 15.2 The Client undertakes to keep the Company and the Company's directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by the Company arising out of anything done or omitted pursuant to any instructions given by the Client or in relation to any Transaction or matters contemplated by the Agreement without prejudice to any lien, right to set-off or other rights which the Company may have.  
客户承担弥偿本公司董事、高级人员、雇员及代理人根据客户指示处理在本协议书范围内的交易或任何任务而招致的所有针对本公司及上述人士的申索、诉讼、法律程序、损害赔偿、或损失、讼费及费用、而并不影响本公司可行使的留置权、抵销权利或其他权利。
- 15.3 The Clients agrees and acknowledges that the Company shall not be responsible for any misconduct, negligence and/or fraud of the Company's Correspondent Agent which are beyond the control of the Company.  
客户同意及确认本公司将不会因业务代理而非在本公司控制范围内之任何失当行为，疏忽及 / 或欺骗负上任何责任。

## 16. Material Changes 重要变化

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

客户承诺用书信通知本公司客户开户表格的重要变化，而本公司亦承诺用书信通知客户有关本公司会影响对客户服务的公司资料，在证监会的注册身份，可提供客户的服务、酬劳费用及业务等变化。

17. Event Of Default  
违约事件

17.1 Any of the following events shall constitute an Event Of Default:  
下列任何事件均构成违约事件:

- (i) the Client's failure to provide sufficient funds or Collateral or Margin Deposit (as the case may be) to the Company's satisfaction from time to time for any Transaction or for the Account when due;  
客户未能应本公司不时之要求提供足够之资金或抵押品或保证金（视情况而定），以支付在任何交易或帐户到期之款项;
- (ii) the death, insolvency or liquidation of the Client, the filing of a petition or application in bankruptcy or winding-up, petition or application for the appointment of a receiver or the commencement of other similar proceedings against the Client;  
客户身亡、无力偿债或清算、入禀破产或清算申请，接管人申请又或其他针对客户类似的财政问题之法律程序及起诉;
- (iii) the Client's default in the due performance or observance of any term of this Agreement;  
客户未能适当履行或遵守本合约;
- (iv) any representation or warranty made in this Agreement or in any document delivered to the Company being or becoming incomplete, untrue or incorrect;  
于本合约或交付予本公司之任何文件内作出之声明或保证是或成为不完全、不真确或不正确;
- (v) in the Company's absolute opinion, the occurrence of an adverse change in the assets, financial condition, corporate structure, business, general condition or prospects of the Client or the value of the Collateral (if applicable);  
本公司全权酌情认为客户之资产或财务状况或公司架构、业务、一般事务或前景或抵押品（倘适用）之价值出现不利的转变;
- (vi) the termination of the Account or the objection of the Client to the Company's alteration of (i) any term in this Agreement or (ii) the operation of the Account;  
客户反对本公司更改（i）本协议任何条款或（ii）账户操作;
- (vii) the Client's failure to meet any of the Obligations;  
客户未能履行其责任;

17.2 If an Event Of Default occurs, then all amounts owing by the Client to the Company shall become immediately due and payable without any notice or demand, and interest will accrue hereunder on the amount outstanding from time to time, the further performance by the Company of any of its outstanding obligations to the Client under this Agreement (whether for payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to the Company under this Agreement; and the Company shall be entitled in its absolute discretion, without further notice or demand and in addition to and without prejudice to any other rights and remedies of the Company against the Client, forthwith to take any or all of the following actions:-  
倘出现违约事件，则客户应付本公司的所有款项，在无通知或要求的情况下立即到期偿还，就不时未偿还的款项的利息会开始累算；待客户已全面履行解除其于本合约下应向本公司履行的所有义务后，本公司才进一步根据本合约履行其未向客户履行的任何义务（不论是支付金额或其他）；本公司有绝对酌情权，在无进一步通知或要求下，以及不影响本公司针对客户的任何其他权利或权力的情况下，实时进行任何或所有以下之行动:

- (i) cancel all outstanding Instructions;  
取消所有未执行之指示;
- (ii) cancel all commitments made by the Company including further performance pursuant to this Agreement;  
取消本公司作出之所有承诺包括继续履行本合约的义务;
- (iii) liquidate or cover all positions in the Account by any means;  
以任何方法清算或平去所有在账户内的资产套现;
- (iv) close the Account;

终结账户;

- (v) appropriate or apply or realize or take possession of any credit balance, assets or Collateral (as the case may be) under the Account to offset and discharge any of the Obligations;  
分配或使用或变卖或接管账户内之任何余额、资产或抵押品（视情况而定），以抵销任何客户的债务;
- (vi) charge default interest and/or handling fee as determined by the Company from time to time;  
收取由本公司不时厘定之违约利息及 / 或手续费;
- (vii) exercise any options held by the Company on behalf of the Client;  
行使本公司代客户持有的任何期权;
- (viii) call upon or enforce any security which may have been issued, made or created in favour (i) set-off, combine or consolidate the Client's Accounts (of any nature) maintained with the of the Company as security for indebtedness, liabilities or Obligations of the Client under this Agreement;  
要求或执行以本公司作为受益人而发出、作出或订立的任何抵押（以保证客户在本合约下的负债、债务或责任）;
- (ix) Company, and set off any obligations of the Company to the Client under this Agreement against any obligations of the Client to the Company under this Agreement;  
抵销、合并或综合客户在本公司开立的账户(属于任何性质), 或将本公司根据本合约应向客户履行的任何义务, 抵销客户根据本合约应向本公司履行的任何义务;
- (x) revise, change, withdraw, stop or cancel the Financial Accommodation, facilities, advances, credits or loans made or granted to the Client, or any part thereof respectively; and/or;  
修订、更改、撤销、终止或取消给予或授予客户之财务通融、融资、放款、信贷或贷款或其任何部份;
- (xi) take such other action as the Company shall, in the Company's reasonable opinion, consider necessary.  
采取本公司的合理意见认为合适的任何行动。

17.3 The Company may at its absolute discretion apply the net proceeds actually received by the Company pursuant to the exercise of powers under this Clause 17 (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on the Company by this Clause 17) in reduction of the Client's then outstanding obligations to the Company in such order or manner as the Company considers fit.  
本公司可按其绝对酌情权, 将本公司因行使本第17条下的权力而实际收到的所得款项净额（扣除与行使根据本第17条赋予本公司的权力而招致的所有费用、成本及开支后）, 按本公司认为适当的次序或方法, 用以减少客户当时应支付本公司的债务。

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

本公司有权在任何时间聘用收帐代理人收取客户的任何到期但未支付金额。为此, 本公司可及据此获授权向该代理人披露关于客户的任何或全部资料。本公司无须就该披露事宜或该代理人的任何失责、疏忽行为、不当行为而负上法律责任(不论是合约下或侵权法下的责任)。客户谨此被警告, 客户须按全数赔偿的基准, 就本公司在聘用收帐代理人时可能招致的所有成本及开支, 向本公司作出弥偿。

## 18. Warranties and undertakings 保证与承诺

18.1 The Client hereby represents and warrants that:  
客户特此陈述及保证如下:

- (i) where the Client or any one of them is a body corporate (in respect of such person):  
若客户或任何客户属于法人团体（就有关人士而言）:

- (a) it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;  
客户是一间正式注册成立的法团，根据其注册所在地及其经营业务的各其他地区的法律有效存在；
  - (b) this Agreement has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;  
本协议经客户的有关企业行动有效认可，并于签订及交付后，应按照本文的条款构成有效及具约束力的客户义务；
  - (c) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Company are true and accurate and still in force;  
经已送交本公司的客户注册或登记证书、特许状、法规、组织章程大纲与细则或组成或界定其组成的文件及客户的董事会决议等核证真确副本，均属真实准确及现仍有效；
  - (d) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up, the Client; and  
概无采取或正在采取任何步骤，藉以为客户的资产委任接管人及 / 或财产接收管理人或清盘人，或将客户清盘；及
  - (e) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exists no arrangements whereby any person other than the Client has or will have any interest in this Agreement or any Contract or Client Contract made pursuant hereto.  
除非另行向本公司作出书面披露，否则客户均以其本身账户进行买卖，并非以任何其他人士的代名人或受托人身分进行买卖，亦不存在任何让客户以外的任何人士对本协议或据其订立的任何合约或客户合约享有权益的安排。
- (ii) where the Client or any one of them is an individual:  
若客户或任何客户属于个人：
- (a) the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 18 years and is of sound mind and legal competence and is not a bankrupt; and  
客户在法律上有能力有效订立及履行本协议，并年满18岁及精神健全及具合法能力，亦非破产人；及
  - (b) the Client is trading on his/her own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any other person has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto.  
客户均以其本身账户进行买卖，并非以任何其他人士的代名人或受托人身分进行买卖，亦不存在任何让任何其他人士对本协议或据其订立的任何合约或客户合约享有任何实益权益的安排。
- (iii) where there are two or more persons included in the expression "the Client":  
若「客户」一词包括两人或多于两人：
- (a) the liability of each such person hereunder shall be joint and several;  
本文所载每名有关人士的责任及义务，均属共同及个别性质；
  - (b) unless the Company shall have received written instructions from the Client directing otherwise, any one of them shall have full authority to give any instructions with respect to any Account or any Client Contract including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; to receive demands, notices, confirmations, reports, statements and other communications of any kind it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of them notwithstanding that they have not been sent to or received by every one of them; generally to deal with the Company in connection herewith as fully and



completely as if the other joint account holder or holders has no interest herein;

除非本公司收到客户发出与此相反的书面指示，否则任何有关人士具有充分授权发出任何与任何账户或任何客户合约有关的指示，包括（但不限于）买卖或提出溢余款项；收取各类要求、通知、确认书、报告、结单及其他通讯，惟须同意发给客户的有关要求、通知、确认书、报告、结单及其他通讯，对各客户均具约束力，即使并非每名客户均获发及收讫有关要求、通知、确认书、报告、结单及其他通讯亦然；基于本文而全面及详实与本公司进行一般交往，犹如其他联名账户持有人并不享有本文的任何权益一样等指示；

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

本公司概无责任或义务查究所发出的任何指示的目的或是否恰当，亦无义务监督如何应用客户基于任何账户而交付的任何款项；

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

尽管有关人士之间订有任何其他安排，尚存者规则应适用于本文规定的联名账户，而于任何有关账户持有人身故后，当时有关联名账户货项所记的款项、证券及其他财产、以及本公司持有的任何事物，不论作为抵押或出售、保管、收帐或任何其他用途，均应按有关联名账户持有人的尚存者的指示持有；及

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

除非另行向本公司作出书面披露，否则客户均以其本身账户进行买卖，并非以任何其他人士的代名人或受托人身分进行买卖，亦不存在任何让以客户身分签署本协议的人以外的任何人士对本协议或据其订立的任何合约或客户合约享有任何实益权益的安排。

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

若客户属于合伙，并以商号名义经营业务：

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

尽管有关合伙或商号的组成由于加入新合伙人或任何当时经营业务或组成有关商号的合伙人身故、精神错乱、破产或退休或其他情况而出现改变。在各种用途上本协议将继续有效并具约束力；及

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

除非另行向本公司作出书面披露，否则客户均以其本身账户进行买卖，并非以任何其他人士的代名人或受托人身分进行买卖，亦不存在任何属于客户当时的合伙人以外的任何人士对本协议或据其订立的任何合约或客户合约享有任何实益权益的安排。

- (v) as regards all Clients:

就所有客户而言：

- (a) the information given by the Client, or on the Client's behalf, to the Company in connection with the opening of any Account with the Company (including, without limitation, the information contained in the Client Information Statement) is true and complete and the Company shall be entitled to rely on such information until the Company receives written notice from the Client of any changes thereto;

由客户或代表客户发给本公司并与在本公司开立任何帐户事宜有关的资料(包括(不限于)客户资料陈述书所载的资料)均属真实及详尽,而本公司有权倚赖有关资料,直至本公司收到客户发出有关资料的任何书面更改通知为止;

- (b) it has the authority and capacity to enter into and execute this Agreement and any Client Contract and that no one except the Client has an interest in the Account or Accounts;  
客户具有授权及能力订立及签订本协议及任何客户合约,而客户以外任何人士对有关账户概不享有任何权益;
- (c) the contents of this Agreement have been fully explained to the Client in a language the Client understands and the Client agrees with them;  
现已采用客户明白的语言向客户详尽解释本协议的内容,而客户同意有关内容;
- (d) unless otherwise disclosed to the Company in writing, it is trading on its own account;  
除非另行向本公司作出书面披露者,否则客户以其本身账户进行买卖;
- (e) where the Client is not a principal and is acting as a nominee or trustee for any other person, it has disclosed fully and accurately such information as well as the identity of the principal to the Company and shall immediately notify the Company in writing of the identity of all persons ultimately beneficially interested in the Account and any changes to such information;  
若客户并非主事人,并出任任何其他人士的代名人或受托人,客户已向本公司充分及准确披露有关资料及主事人的身分,并立即将所有最终享有账户实益权益的人士的身分及有关资料的变更书面通知本公司;
- (f) the Risk Disclosure and Disclaimer Statements, have been fully explained to such Client in a language he understands and the Client declares that he understands the same.  
现已采用客户明白的语言向客户详尽解释每份风险披露声明及免责声明,而客户声明其明白有关声明及陈述书。

18.2 The Client agrees and undertakes promptly to:

客户同意及承诺如下:

- (i) notify the Company if there is any material change in the information supplied in this Agreement and/or the Client Information Statement and/or the Declaration as to Persons Authorised to Give Instructions (if applicable), copies of which are annexed to this Agreement;  
若本协议及/或客户数据陈述书及/或获认可发出指示人士申报书(如适用)(现于本协议随附有关副本)提供的资料有任何重大变更,将会实时通知本公司;
- (ii) notify the Company of any material changes to its financial position;  
若客户的财政状况有任何重大改变,将会实时通知本公司;
- (iii) furnish information and documents in relation to its financial position as requested by the Company;  
按本公司要求实时提供客户财政状况有关的资料及文件;
- (iv) furnish such other information concerning the Client as the Company may reasonably request;  
按本公司合理要求实时提供与客户有关的其他资料;
- (v) notify the Company in writing if any of the representations contained in this Agreement cease to be true and correct in all material respects; and  
若本协议所载任何陈述在各重要方面不再真实正确,将会实时书面通知本公司;及
- (vi) notify the Company of the occurrence of any Event of Default upon its occurrence.  
于发生任何违约事件后,实时将有关违约事件通知本公司。

19. Personal Data (Privacy)

个人资料(保密)

- 19.1 Whilst the Client expects the Company to keep confidential all matters relating to the Account, The Client hereby expressly authorizes the Company to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.  
虽然客户预期本公司将予该账户有关之事情保密,客户谨此明确同意如应证监会或联交所或中央结算或

监管机构之要求，本公司可向彼等提供帐户之详细资料，以便协助彼等进行的调查或询问。

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

客户在此承认客户已详阅本公司根据个人资料（私隐）条例发出附于本协议书的个人资料收集声明，并完全同意其条款。客户明白及承认本公司拟把客户的数据使用于直接促销及本公司须收到客户对该拟进行的使用的同意，否则不得如此使用该数据。客户清楚明白、承认及同意除非客户决定以填写及签署直接促销 - 同意 / 拒绝要求表格或根据个人资料收集声明所载随时通知本公司，本公司将根据开户表格的同意使用客户的数据于直接促销。

## 20. Term 有效期

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

本协议书在本公司接受客户已签署的开户表格及本公司分配其帐户号码之日期起开始生效、有效期持续至该帐户按照条款21之规定被终止。

## 21. Termination 终止

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

不论任何原因，任何一方一旦遵照条款22之规定向对方发出书面通知，帐户实时结束。惟所有本公司在任何一方收到此书面结束通知前已依据客户之指示而执行之任务，仍然有效及对客户有约束力。

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

一旦本协议书终止，所有客户欠负的债项实时变为到期应付。在缴清此等债项后，本公司获授权在合理切实可执行范围内，尽速将该帐户内以本公司（或其代理人或代名人）名义持有之证券，交付客户。

## 22. Notices 通告

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

若本公司基于本协议而须向客户发出任何通知、作出任何缴款要求或要求，或有责任联络客户，有关通知（包括任何保证金缴款要求）可面交或以邮递、电子邮件、电传或传真或电话送交本协议列载或不时书面通知本公司的地址、电邮地址或电传、传真或电话号码。

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

凡客户送交本公司的通知可面交或以邮递、电传、传真、电邮或电话送交本协议列载或本公司不时书面通知的地址或电传、传真、电邮地址或电话号码。

- 22.3 All notices and other communications shall be deemed to be duly given to the Client (a) if delivered personally

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

凡通知及其他通讯，(a) 如面交或电话送交，应于实际送交客户时当作妥为发给客户处理；(b) 如邮递送交，应于投寄后两天当作妥为发给客户处理；及 (c) 如以电传、传真或电子邮件送交，应于全文送交客户的电传或传真号码或电邮地址时当作妥为发给客户处理；惟客户发给本公司的任何通知或其他通讯，只会于本公司实际收讫后才属有效。

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

尽管第22条载有任何规定，如本公司尝试以口头方式向客户发出保证金、变价调整及利率现金调整的缴款要求，而本公司尽所有切实可行努力以电话或其他口头通讯方式与客户联络但依然无法联络客户，则应当作妥为发出有关要求处理。

## 23. Amendments

### 修改

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

本公司有权对本协议书作出认为必须的修改、增补、删除或变更。而此等修改、增补、删除或变更由该通知发送给客户起生效。

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

本公司对本协议书之条款所作之修改，及客户向本公司提供的关于本协议书之数据的修改，例如，开户表格，均不影响任何修改前未完成之指示或买卖或已产生的法定权利或责任。

## 24. Severability

### 局限应用

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

本合约中之条款、规定、条文、承担，有对某一裁判权而言，为非法、无效、禁止实施或不能实施者，则在此等非法、无效、禁止实施或不能实施，祇局限于该裁判权范围内，本合约之其他余下者仍然有效。再且，上述情况不会导致此等条款、规定、条文、承担等在另一裁判权范围内为非法、无效、禁止实施或不能实施。

## 25. Assignment

### 转让

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

本公司保留于任何时间向客户发出书面通知后不时修订、变更或增订本协议条款（包括本公司不时收取的任何费用、佣金或收费的费率及付款方式）的权力，而有关条款须于本公司规定的日期生效。

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

本公司可把修订通知及修改后之本协议刊载于本公司网站内。本公司会通知客户新的修订，而客户可不

时登入本公司网站以获得最新之本协议并需细阅其条款。该修订、删除、取替或增加的条款将于本公司网站刊载修订通知当日生效，并被视为纳入本协议内。客户可于修订通知在本公司网站上刊载当日后十四天内以书面向本公司提出反对。否则被视为接受该修订、删除、取替或增加的条款。

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

本公司可按照第18条的规定或本公司决定的其他方式，将本协议条款的任何变更通知客户。

## 26. Risk Disclosure Statement

### 风险披露声明书

The Client hereby understands and acknowledges: -

客户明白及承认： -

- (1) that in respect of securities trading:  
有关证券买卖

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

证券价格可能及必定会波动，任何个别证券的价格皆可上升或下跌，甚至可能变成毫无价值。买卖证券不一定获利，而且存在着可能损失的风险，客户愿意承担此等风险；

- (2) that in respect of margin financing:  
有关孖展融资

the risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the Company. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Client's account and interest charged on the Client's account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's own financial position and investment objectives; 藉存放抵押品而为交易取得融资的亏损风险可能极大。客户所蒙受的亏蚀可能会超过客户存放于本公司作为抵押品的现金及任何其他资产。市场情况可能使备用买卖指示，例如"止损"，或"限价"指示无法执行。客户可能会在短时间内被要求存入额外的保证金款项或缴付利息。假如客户未能在指定的时间内支付所需的保证金款项或利息，客户的抵押品可能会在未经客户的同意下被出售。此外，客户将要为客户的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此，客户应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合客户；

- (3) that in respect of trading Growth Enterprise Market (GEM) stocks: -  
有关买卖创业板股份： -

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

此等创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。客户会在审慎及仔细考虑后，才作出有关的投资决定；

- (ii) the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors;  
创业板市场的较高风险性质及其他特点，意味着这个市场较适合专业及其他熟悉投资技巧的投资者；

- (iii) the current information on GEM stocks may only be found on the internet website operated by the Exchange and GEM Companies are usually not required to issue paid announcements in gazetted newspapers;

现时有关创业板股份的数据只可以在联交所操作的互联网网站上找到。创业板上市公司一般无

须在宪报指定的报章刊登付费公告；

- (iv) The Client should seek independent professional advice if the Client is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks;

假如客户对本风险披露声明的内容或创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见；

- (4) that in respect of trading securities denominated in Renminbi ("RMB"): -  
有关买卖人民币计值证券:-

- (i) such securities are subject to exchange rate fluctuations which may provide both opportunities and risks. The fluctuations in the exchange rate of RMB may result in losses in the event that the Client converts RMB into Hong Kong dollars ("HKD") or other foreign currencies.

人民币证券受汇率波动影响，而汇率波动可能产生机会或风险。客户如将人民币兑换为港币或其他外币时，可能受人民币汇率波动影响而招致损失。

- (ii) currently, RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. The Client should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit.

目前人民币并非完全可自由兑换，而通过银行进行人民币兑换亦受每日限额限制及不时适用的其他限制。客户务须留意不时适用的有关兑换的限制及其变动。如客户需兑换的人民币金额超过每日限额，须预留时间以备兑换。

- (iii) the Client should open RMB bank accounts for money settlement purpose if the Client wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.

客户如希望透过银行收取人民币款项（例如售卖收益及股息），应开立人民币银行账户作交收之用。

- (iv) any RMB conversion in relation to a RMB securities transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the Exchange at 11:00am or other time as stipulated by the Exchange on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by the Company as a principal according to the prevailing exchange rate.

结单及成交单据所示任何与人民币证券交易有关的人民币兑换乃基于交易所在有关交易日上午十一时正或交易所不时规定的其他时间就该货币所提供的现行汇率而进行。但是，实际于交收或其他兑换日进行的人民币兑换将由本公司以主事人的身份按市场当时通行汇率而决定之汇率进行。

- (v) if the Client provides a settlement sum in a currency other than RMB, the Company will convert the settlement sum to RMB at the exchange rate determined by the Company as a principal according to the prevailing exchange rate.

如客户提供用于交收之款额为人民币以外之货币，本公司将以主事人的身份按市场当时通行汇率以其所决定之汇率将交收之款额兑换为人民币。

- (vi) such securities will be traded and settled in RMB. However, all trading related fees (including stamp duty, transaction levy and the Exchange trading fees) shall be payable to Inland Revenue Department and Exchange by the Company, as the case maybe, on behalf of the Client in HKD. If the settlement sum in RMB, the Company shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of the Company instead of the Client. The Client shall not have any rights to claim any gain arising from such currency conversion.

人民币证券将以人民币交易及交收，但是所有交易相关费用（包括印花税、交易征费及交易所交易费）均会由本公司代表客户以港币支付予税务局及交易所（视情况而定）。在人民币交收款额中，本公司会将相当于交易相关费用的款额兑换成港元以作交收之用。就交易相关费用的外汇兑换所产生的任何收益或亏损应由本公司（而非客户）负责。客户无权就上述货币兑换产生的任何收益作出任何索偿。

- (5) that in respect of trading exchange-traded derivative products (including but not limited to Derivative Warrants (DW), Callable Bull/Bear Contracts (CBBC), Inline Warrants and Exchanged Traded Fund (ETF)): -

有关买卖交易所买卖衍生产品（包括但不限于衍生权证、牛熊证、界内证及交易所买卖基金）：

- (i) Exchange-traded derivative products may not be suitable for the Client as they can be complex and carry with them substantial risk of loss. The Client should:  
由于交易所买卖衍生产品交易甚为复杂，会有巨额亏损风险，因此可能并不适合客户。客户应：
- (a) study and understand the structure and nature of the exchange-traded derivative products before placing any orders;  
在下订单前研究及了解衍生产品的结构及性质；
- (b) carefully assessing among other things the direction, timing and magnitude of the potential future changes in the price or level of the underlying asset or instrument or other benchmark before making any investment, as the return of any such investment may be dependent upon such changes. However, risks associated with trading in exchange-traded derivative products are not and should not be presumed to be predictable. The Client should have prior experience with investment in the exchange-traded derivative products and fully understand the associated risks before making a decision to invest in such products and ensure that the products are suitable in light of the Client's financial position, investment objectives and risk appetite. In case of doubt, the Client should seek independent professional advice before invest in any of these products.  
小心评估相关资产、工具或其他有关指针的价格或水平的潜在将来变化的方向、时间及大小幅度及其他有关因素之后，才考虑投资交易所买卖衍生产品，因其回报可受此等变化影响。但是，买卖交易所买卖衍生产品所涉及的风险并不是及不应被假设是可预期的。客户应具备投资交易所买卖衍生产品的经验，并在作出投资该等产品的决定前完全了解相关风险，确保该等产品适合其财政状况、投资目标及风险承担。如有疑问，客户应在投资任何该等产品前征询专业意见。
- (ii) since exchange-traded derivative products are not asset backed and Clients will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer, in the event that a exchange-traded derivative product issuer becomes insolvent and defaults on their issued products, the Clients may lose their entire investment as. Clients should therefore pay close attention to the financial strength and credit worthiness of exchange-traded derivative product issuers.  
由于交易所买卖衍生产品并没有资产担保，客户只被视为无抵押债权人并对发行商任何资产均无优先索偿权，若发行商破产而未能履行其对所发行产品的责任，客户或会因而损失其全部投资。因此，客户须特别留意交易所买卖衍生产品发行商的财力及信用。
- (iii) Exchange-traded derivative products such as DWs, CBBCs and Inline Warrants are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients should be aware that the value of an exchange-traded derivative product may fall to zero resulting in a total loss of the initial investment.  
交易所买卖衍生产品如衍生权证、牛熊证及界内证均为杠杆产品，其价值可按其相对于相关资产的杠杆比率而快速改变。客户须留意，交易所买卖衍生产品的价值可跌至零，令当初的投资全数亏蚀。
- (iv) Exchange-traded derivative products have limited life and will expire upon maturity. The time value of exchange-traded derivative products decreases over time and becomes worthless upon maturity, resulting in a total loss of investment capital. Clients should aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.  
交易所买卖衍生产品是有限期的及将于到期日失效。交易所买卖衍生产品的时间值会随时间而递减，并于到期日时变成完全没有价值，造成投资本金全数亏蚀。客户须留意产品的到期时间，确保所选产品尚余的有效期能配合其交易策略。
- (v) price volatilities of exchange-traded derivative products are much higher than that of their underlying assets. The prices of exchange-traded derivative products are determined by a number of factors, including but not limited to interest rate, time to maturity of the exchange-traded derivative products, the underlying asset price that the exchange-traded derivative products are linked to, the volatility of underlying asset price, the liquidity of the underlying securities etc. A small movement of these factors may result in a drastic price change of the exchange-traded derivative products. When two or more factors are exerting effects on a exchange-traded derivative product simultaneously, the price of the exchange-traded derivative product may become unpredictable.  
交易所买卖衍生产品的价格波幅远高于其相关资产的价格波幅。交易所买卖衍生产品的价格会

取决于多项因素，包括但不限于利率、距离交易所买卖衍生产品到期的剩余时间、相关资产的价格、与交易所买卖衍生产品联系的相关资产价格的波幅、相关证券的流通量等。这些因素的轻微波动，可能导致交易所买卖衍生产品的价格大幅改变。当两个或以上的因素同时对交易所买卖衍生产品行使效力，交易所买卖衍生产品的价格可能会难以预测。

- (vi) clients trading exchange-traded derivative products with underlying assets not denominated in Hong Kong dollars are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the return of the investment.

若客户所买卖的交易所买卖衍生产品的相关资产并非以港元为单位，客户尚需面对外汇风险。汇率变动可为客户的投资带来不利影响。

- (vii) Exchange-traded derivative products can be illiquid. Trading in exchange-traded derivative products will be suspended if the trading in their underlying assets is suspended. The liquidity provider may be the only market participant for the exchange-traded derivative products and therefore the secondary market for the exchange-traded derivative products may be limited. There is no guarantee that the Client will be able to liquidate the Client's position whenever the Client wishes.

交易所买卖衍生产品有机会流通量不足。若交易所买卖衍生产品的相关资产暂停买卖，交易所买卖衍生产品的交易亦可能会被暂停。流通量提供者有可能是该交易所买卖衍生产品的唯一市场参与者，因此交易所买卖衍生产品的二级市场可能是有限的。客户不获保证可随时按其意愿平仓。

- (6) that in respect of Over-the-counter Derivative Transactions:  
有关于场外衍生工具交易的额外风险披露

- (i) in addition to those risks as stated in (5) above, Over-the-counter or off-exchange derivative transactions ("OTC Derivative Transactions") involve a variety of significant risks. The specific risks presented by a particular OTC Derivative Transaction will necessarily depend upon the terms and conditions of the transaction. In general, all OTC Derivative Transactions involve some combinations of market risk, credit risk, funding risk, operational risk, country risk and other market risks. There may be other significant risks that the Client should carefully consider the nature and terms of a specific transaction. In particular, highly customized OTC Derivative Transactions may increase liquidity risk and introduce other significant risk factors of a complex character. Highly leveraged transactions may also experience substantial gains or losses in value as a result of relatively small changes in the price or level of underlying asset or instrument or related market factors.

除上述(5)段风险外，场外衍生工具交易涉及多种不同的重大风险。某宗场外衍生工具交易所带来的风险，乃必然地视乎该宗交易本身的条款。一般而言，所有场外衍生工具交易涉及市场风险、信贷风险、融资风险、运作上的风险、国家风险及其他市场风险。基于某宗特定交易的条款，客户应当考虑其他重大的风险。特别是极为度身订造的场外衍生工具交易，它们或会增加流通性风险及带来其他复杂性质的重大风险因素。高度杠杆的交易或会由于相关资产或工具的价格或水平或相关市场因素较小的变化，而带来重大的收益或亏损。

- (ii) in evaluating the risks and contractual obligations associated with a particular OTC Derivative Transaction, the Client should also consider that an OTC Derivative Transaction may be modified or terminated only by mutual consent of the parties and subject to agreement on individually negotiated terms. Accordingly, it may or may not be possible for the Client to modify, terminate or offset the Client's obligations or the Client's exposure to the risks associated with a transaction prior to its scheduled termination date. Even if there is a provision for early redemption or unwinding the contract prior to the maturity date under the terms of such derivative transaction, there may be a substantial cost for such early redemption or unwinding.

在衡量某宗场外衍生工具交易所带来的风险及合约责任时，客户应当同时考虑该宗交易的被修改或终止，可能须要立约人相互的同意及受限于个别地谈判的条款所达成的协议。因此，在有关合约约定的终止日前，客户或会可以或不可以修改、终止或抵偿客户的有关责任或客户所须承受的风险。就算在该项交易有提早赎回或提早取消交易的条款，亦可能付上重大费用。

- (7) that in respect of trading derivative warrants (DWs):  
有关买卖衍生权证

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



the Client may lose all his investment capital.

有关买卖衍生权证，衍生权证是一项投资工具，予以投资者权利（但非责任）在指定日期或之前以预定价格购入或出售相关资产。衍生权证有机会流通量不足。当衍生权证流通量提供者认为衍生权证的公平价值为低于HK\$0.01，流通量提供者没有责任提供衍生权证买盘价。有关衍生权证在到期时可能会完全没有价值。客户可能需持有该衍生权证直至到期，客户并可能损失全部投资本金。

(8) that in respect of trading Callable Bull/Bear Contracts (CBBC): -

有关买卖牛熊证:-

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

牛熊证设有固定到期日，并紧贴相关资产（例如股票、指数、商品及货币）的表现而毋须支付购入实际资产的全数金额。牛熊证有牛证和熊证之分，客户可以看好或看淡相关资产而分别选择买入牛证或熊证。

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

牛熊证有可以即日「取消」或强制收回的特色。若牛熊证的相关资产值等同上市文件所述的强制收回价 / 水平，牛熊证即停止买卖。当牛熊证被收回后，该牛熊证不可再次复牌，即使相关资产价格及后反弹至有利水平，客户亦不会因此获利。任何在此强制提前赎回事宜后始执行的交易将不被承认并会被取消。届时，客户只能收回已停止买卖的牛熊证由产品发行商按上市文件所述计算出来的剩余价值。而剩余价值可以是零。当牛熊证接近其赎回价时，客户应特别审慎。

- (iii) the issue price of CBBC includes funding costs. Funding costs are gradually reduced over time as the CBBC moves towards expiry. The longer the duration of the CBBC, the higher the total funding costs. In the event that a CBBC is called, Clients will lose the funding costs for the entire lifespan of the CBBC. 牛熊证的发行价已包括融资成本。融资成本会随牛熊证接近到期日而逐渐减少。牛熊证的年期愈长，总融资成本愈高。若牛熊证被收回，客户即损失牛熊证整个有效期的融资成本。

- (iv) although CBBC have liquidity providers, there is no guarantee that Clients will be able to buy or sell CBBC at their target prices any time they wish. (

即使牛熊证设有流通量提供者，客户不获保证可以随时按其意愿以其目标价买入或沽出牛熊证。

(9) that in respect of trading Inline Warrant: -

有关买卖界内证:-

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

界内证类属结构性产品，使投资者可在到期时获得预定的固定收益，而具体收益取决于相关资产价格<sup>1</sup>在到期日是在上限价及下限价之内（界内）或之外（界外）

- (ii) an Inline Warrant has a fixed expiry date and closely tracks the performance of an underlying asset (for example, a share, index, commodity or currency) without requiring Clients to pay the full price required to own the actual asset.

界内证设有固定到期日，并紧贴相关资产（例如股票、指数、商品及货币）的表现而毋须支付购入实际资产的全数金额。

- (iii) Inline warrants depend on fluctuations in the price of a certain underlying. The products are offered with upper and lower knock-out barriers — maximum and minimum price thresholds that the underlying must not breach for the duration of the contract. This creates a corridor within which the

underlying price must remain in order for the warrant to pay out upon maturity. There are two possible outcomes:

界内证依据相关资产的价格波动。此产品设有上限价及下限价 – 在合约期内最高及最低价格幅度不能超越此界限。这样便会产生一个价格区间，界内证于结算时需处于此区间内才能获得结算金额。

- (iv) Scenario 1: The underlying price remains within the corridor created by the upper and lower knock-out barrier and a higher fixed redemption is paid out to the holder at maturity.

情景1：相关资产的价格于结算时处于由上限价及下限价组成的价格区间之内，一个较高的固定结算金额将会支付给持有者。

Scenario 2: The underlying price remains within the corridor created by the upper and lower knock-out barrier and a lower fixed redemption is paid out to the holder at maturity

情景2：相关资产的价格于结算时超出由上限价及下限价组成的价格区间，一个较低的固定结算金额将会支付给持有者。

- (v) although Inline Warrants have liquidity providers, there is no guarantee that Clients will be able to buy or sell CBBC at their target prices any time they wish.

即使界内证设有流通量提供者，客户不获保证可以随时按其意愿以其目标价买入或沽出界内证。

(10) that in respect of trading Exchanged Traded Fund ("ETF"):-

有关买卖交易所买卖基金:-

- (i) ETFs are typically designed to track the performance of certain indices, market sectors, or groups of assets such as stocks, bonds, or commodities. ETF managers may use different strategies to achieve this goal, but in general they do not have the discretion to take defensive positions in declining markets. Clients must be prepared to bear the risk of loss and volatility associated with the underlying asset pool or index or market.

交易所买卖基金主要为追踪某些指数、行业/领域又或资产组别(如股票、债券或商品) 的表现。交易所买卖基金经理可用不同策略达至目标，但通常也不能在跌市中酌情采取防守策略。客户必须要有因为相关资产组合或指数或市场的波动而蒙受损失的准备。

- (ii) clients are exposed to the political, economic, currency and other risks related to the underlying asset pool or index or market that the ETF tracks.

客户须承受与交易所买卖基金 相关资产组合或指数或市场有关的政治、经济、货币及其他风险。

- (iii) clients may exposed to tracking errors (i.e. the disparity in performance between an ETF and its underlying asset pool or index or market), due to, for instance, failure of the tracking strategy, currency differences, fees and expenses.

交易所买卖基金可能有追踪误差（即交易所买卖基金之表现与相关资产组合或指数或市场的表现脱节），原因可能是模拟策略失效、汇率、收费及其他因素。

- (iv) (where an ETF invests in derivatives (i.e. Synthetic ETF) or by using total return swaps to replicate the index performance, customers are exposed to the credit risk of the counterparties who issued the derivatives, in addition to the risks relating to the index. A synthetic ETF may suffer losses equal to the full value of the derivatives issued by the counter party upon its default or if such counterparty fail to honour their contractual commitments. A higher liquidity risk is involved if a synthetic ETF involves derivatives which do not have an active secondary market. Wider bid-offer spreads in the price of the derivatives may result in losses.

若交易所买卖基金透过买入衍生工具（即合成交易所买卖基金）或利用总回报掉期以复制相关指数的表现，客户也要承受发行有关衍生工具的交易对手的信贷风险。这类合成交易所买卖基金或会因交易对手违责或未能履行其合约承诺而蒙受损失，亏损金额可高达衍生工具的全部价值。若合成交易所买卖基金涉及的衍生工具没有活跃的二手市场，流动性风险会较高；而衍生工具的买卖差价较大，亦会引致亏损。

- (v) where the underlying asset pool/index/market that the ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the ETF in line with its net asset value (NAV) may be disrupted, causing the ETF to trade at a higher premium or discount to its NAV. Clients who buy an ETF at a premium or sells when the market price is at a discount to NAV, may sustain losses.

若交易所买卖基金所追踪的资产组合或指数或市场对客户的参与设有限制，则为使交易所买卖

基金的价格与其资产净值一致的增设或赎回单位机制的效能可能会受到影响，令交易所买卖基金的价格相对其资产净值出现溢价或折让。客户若以溢价买入交易所买卖基金，或于市价较资产净值折让时出售交易所买卖基金，客户可能蒙受损失。

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

在不同因素影响下，交易所买卖基金之表现并不获保证会与所追踪的指数的表现一致。

(vii) the market price of ETF could be higher or lower than its NAV due to market demand and supply, liquidity and scale of trading spread in the secondary market and will fluctuate during the trading day. 交易所买卖基金的市价可受二手市场中市场供求、交易所买卖基金之流通量及买卖价差等因素影响，而可高于或低于其资产净值。而交易所买卖基金的市价亦将会于交易日内不断波动。

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

交易所买卖基金即使取得抵押品，也需依靠抵押品提供者履行责任。此外，当交易所买卖基金的抵押品被变现时，抵押品的市值可能已大幅下跌。

(11) that in respect of trading rights issue:

有关买卖供股权益:-

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

若客户要行使及买卖供股权益，应留意有关的期限。未被行使的供股权益在到期时将没有任何价值。但若客户决定不行使供股权益，除非客户打算在市场上转让这项权利，否则无需采取任何行动。如要转售供股权益，应留意认购期内设有指定的买卖期，在此之后供股权益将会变得毫无价值。若客户决定放弃供股权益，其持股比例将会因应公司增发新股而被摊薄。

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

有关存放现金及财产

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

存放款项或其他财产与本公司保管可能存在风险，若是本公司持有该款项或财产而无力偿债时，客户将有机会被延误回收该等款项或财产，并可能须受限于具体法例规定或当地的规则（若是存放在香港以外），而当地法例或规则不同于《证券及期货条例》（第571章），只可收回按比例分配得来的款项或其他财产；

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

有关在香港以外地区收取或持有客户资产

as stated in sub-paragraph (4) above, the Client's assets received or held by the Company outside Hong Kong are subject to applicable laws and regulations of the relevant jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereafter, consequently, the Client's assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong;

如上(4)所述，本公司在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第571章）及根据该条例制定的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的不同保障。

(14) that in respect of providing an authority to repledge the Client's securities collateral: -

有关提供客户的证券抵押品等再质押的授权书: -

(i) there are risks if the Client provides the Company with an authority that allows the Company to lend

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

客户向本公司提供授权书，容许本公司根据将不时修定之证券及期货（客户证券）规则第7条及有关规则及规例，将客户的证券借出予或存放于第三方，存在一定风险。该项允许仅限于客户已就此给予书面同意的情况下方为有效。上述书面同意必须指明有效期，而该段有效期不得超逾12个月；

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

现时并无任何法例规定客户必须签署这些授权书。然而，本公司可能需要授权书，以便例如向客户提供保证金贷款或获许将有关客户的证券借出予第三方或作为抵押品存放于第三方。本公司应向客户阐释将为何种目的而用户许可证书；

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

倘若客户签署授权书，而客户的证券已借出予或存放于第三方，该等证券第三方将对客户的证券具有留置权或作出押记。虽然本公司根据该授权书而借出或存放属于客户的证券须对客户负责，但本公司的失责行为可能会导致客户损失客户的证券；

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

本公司亦提供不涉及证券借贷的现金账户。假如客户毋需使用保证金贷款，或不希望本身证券被借出或遭抵押，客户只开立该等现金账户；

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

有关联交所买卖纳斯达克

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

有关联交所买卖纳斯达克，按照纳斯达克-美国证券交易所试验计划（试验计划）挂牌买卖的证券是为熟悉投资技巧的投资者而设的。客户在买卖该项试验计划的证券之前，会先咨询持牌人或注册人的意见和熟悉该项试验计划。客户知悉，按照该项试验计划挂牌买卖的证券并非以联交所的主板或创业板作第一或第二上市的证券类别加以监管；及

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

在开始交易之前，客户先要清楚了解客户必须缴付的所有佣金、费用或其他收费。这些费用将直接影响客户可获得的净利润（如有）或增加客户的亏损。

27. Standing Authority for Client Money and Client Securities

客户款项及客户证券的常设授权

- (1) Unless otherwise defined, the terms used in this Authority shall have the same meanings as in the Securities and Futures Ordinance, the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules, Options Trading Rules of SEHK, Rules of SEOC as amended from time to time.

除非另有说明，本授权书之名词与《证券及期货条例》、《证券及期货（客户款项）规则》、《证券及期货（客户证券）规则》、《联交所期权交易规则》、《联交所规则》及《期权结算公司规则》不时修订之定义具有相同意思。

- (2) The Client(s) acknowledge that the Client's assets (including Monies) received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made

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

客户确认持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第 571 条）及根据该条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

- (3) The Client(s) hereby agree to indemnify, and to keep indemnified the Company from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority. This indemnity shall survive the revocation of this Authority.

客户谨此同意就本公司，因执行上述授权而可能产生、蒙受及 / 或承受一切亏损、损失、利息、费用、开支、法律诉讼、付款要求索偿等向本公司作出赔偿，并保障本公司免受损害。本授权被撤销后仍继续生效。

- (4) The Authority under this Clause shall be valid for a period of 12 months from the date of the account opening and may be extended from year to year by written notice and confirmation issued by the Company until revocation of this Authority. The Client(s) can revoke this Authority by sending a 14 days prior notice in writing to the Company. The notice period shall run from the date the Company has actually received such written notice. Subject to applicable laws, such revocation shall not affect any above transfer made prior to such revocation becoming effective.

本条的授权将于开户日期起 12 个月内有效及可由本公司发出书面通知及确认而每年续延至本授权书被撤销为止。客户在给予本公司 14 日事前通知书便可撤销本授权书。通知期由本公司确实收到该通知书当日起计。在受制于适用法律下，该撤销将不会影响任何上述于该撤销生效前已作出之资金转户。

- (5) The Client(s) acknowledge and agree that this Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least fourteen (14) days prior to the expiry date of this Authority, and the Client does not object to such deemed renewal before such expiry date.

客户确认并同意，本公司若在本授权的有效期限届满前 14 日之前向客户发出通知，提醒客户本授权即将届满，而客户没有在本授权届满前反对此授权续期，本授权应当作为在不需要客户以书面同意下按持续的基准已被续期。

- (6) Standing Authority for Client Securities (applicable to Securities Margin Account only)

客户证券常设授权（适用于证券保证金账户）

- (i) In respect of the treatment of the Client's securities deposited with the Company as collateral, pursuant to section 148 of the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules, the Client hereby authorizes the Company may do any of the following without giving the Client's notice:

就有关一切由本公司代表客户存于本公司处作为抵押品之证券，根据<证券及期货条例>第148条及其下之证券及期货(客户证券)规则，客户谨此授权本公司可在无须通知客户情况下：

- (a) deposit any of the Client's securities with an authorized financial institution (as defined in the Banking Ordinance (Cap 155 of the Laws of Hong Kong) as collateral for financial accommodation provided to ZSL;  
将任何客户的证券存于认可财务机构（见《银行业条例》（香港法例第 155 章）的定义），作为该机构向本公司提供财务通融之抵押品；
- (b) apply the securities or securities collateral pursuant to securities borrowing and lending agreement;  
根据证券借贷协议规定使用证券或证券抵押品；
- (c) deposit the securities collateral with a recognized clearing house (as defined in the Securities and Futures Ordinance) or an intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of the Company's settlement obligations and liabilities.  
将证券抵押品存放于认可结算所（定义见《证券及期货条例》）或其他持牌中介人或获发牌从事证券交易的中介人，作为解除和清偿本公司结算义务和责任的抵押品。

- (ii) The Client acknowledges that this Authority shall not affect the the Company's right to dispose of the Client's securities in settlement of:

客户确认本授权书不影响本公司为以下目的而处置客户的证券的权利：

- (a) the Client's obligation to maintain the Margin (as defined in the Client Agreement);  
履行客户维持保证金的义务(根据<客户协议书>所作之定义);
  - (b) any of the Client's liability to settle a transaction in securities and/or to repay or discharge the financial accommodation provided by the Company;  
履行客户就某证券交易进行交收及 / 或付还或解除由本公司所提供的财务通融的法律责任;
  - (c) any of the Client's liability owed to the Company for dealing in securities which remains outstanding after the Company have disposed of all other assets designated as collateral for securing the settlement of that liability.  
履行客户就证券交易而对本公司负有的法律责任，而该法律责任是指在本公司已将指定作为保证履行该法律责任的抵押品的所有其他资产处置后仍未履行的法律责任。
- (iii) Client(s) confirm that the Company may refuse to draw on the facility granted to me to settle any transaction if client(s) do not give any authorization required under any applicable laws, rules or regulations. Client(s) confirm that the above authorizations are transferable by the Company or the Company's assigns.  
客户确认若客户未依据任何适用法律、规则或法规的规定授予任何必要授权，则本公司可拒绝向客户提供清偿任何交易所需的任何融资。客户确认上述授权可由本公司或本公司的受让人作出转让。
- (iv) Client(s) understand that if the Company lends or deposits any securities in the Margin Account to a third party, the return of such securities may be subject to the Company discharging its obligations to such third party.  
客户理解若将保证金账户中的任何证券出借给第三方或存放在第三方处，则此类证券的归还将取决于本公司对此等第三方所承担责任的履行情况。
- (7) For Authorization as to Transfer of Securities (applicable to Global Stock Account and Stock Options Account only)  
有关股票调配授权 (适用于环球证券账户及股票期权账户)
- (i) In respect of the management of and dealing in the Foreign Securities (as defined in the Margin Client's Agreement as the case may be) in the Client's Account, the Client hereby give this Authority to the Company in relation to the Client Securities:  
有关客户账户的外地证券（保证金客户协议书中所介定，视乎具体情况而定）之交易及管理，客户谨此授权本公司处理有关客户在外地的客户证券交易事宜：
    - (a) the Client hereby authorizes the Company, in the Company's sole discretion, without having to provide the Client with any prior notice or to obtain the prior confirmation and/or direction of the Client to deposit the Client's Foreign Securities to a licensed securities broker or custodian nominated by the Company ("the Custodian") and to be held by the Custodian from time to time.  
客户谨此授权本公司酌情处理客户之外地证券以作不时之存放及持有于本公司委任之持牌证券经纪或托管人（“托管人”）。
    - (b) this Authority does not cover any consideration the Client must pay or be paid for the depositing any of the Foreign Securities of the Client. Any such consideration must be set out in a separate agreement between the Client and the Company.  
本授权书并不涉及就本公司存放客户任何外地证券而须支付或收取的任何代价。任何代价均须由客户与本公司另行签约订明。
    - (c) until further notice, the Client's Foreign Securities in the Account will be carried by the Custodian. In the event that the Custodian acts as custodian for the securities and other property in relation to Foreign Securities in the Account, the Company or the Custodian through the Company are authorized, subject to Client's instructions, to register such securities in its name or the name of the Company or the Custodian or their nominees, or cause such Foreign Securities to be registered in the name of or the nominee of a recognized depository or clearing organization. The Client understands and acknowledges that when the Company or the

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

客户的外地证券将由托管人所持有，直至另行通知。当托管人为外地证券及其他有关外地证券的财产之托管人时，本公司及托管人将被授权，在受管制于客户指示下，将该等外地证券以本公司或托管人或其任命人的名义登记或致使该等外地证券以认可托管或结算机构名义登记。客户明白及确认当本公司或托管人代客持有的外地证券为可部分通知赎回证券，该等证券将受制于本公司或其公平的抽签分配系统，将客户的证券在本公司或托管人的整体持有中分配。客户再明白本公司或托管人将在该等证券赎回前由保管人提取该等证券，除非该保管人已采用适用于所有参与者的公平抽签分配系统。客户在部分赎回通知前提取未赎回的证券，将受制于符合适用的保证金要求及客户与本公司或托管人的合约条款。本公司或托管人被授权提取已沽或其他出售，及将有关出售的得益存入客户账户或其他客户指定方式处理外地证券。本公司或托管人再被授权收集有关客户的外地证券的所有收入及其他可收的付款，可交出证券以取得终期付款及其赎回及将临时证书交换成正式证书，或如股票面值有变，交换新的证书。客户明白及同意，虽然本公司或托管人将以合理地尽力完成上一句子的授权，本公司或托管人将不会因为本公司或托管人的失误负上任何责任。

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

客户声明、承诺及保证在本授权之有效期内客户是为客户证券之绝对拥有人及其不会受制于任何种类的留置权、抵押或产权负权，在保证金客户协议书所载除外（如适用）。

- (ii) In respect of the treatment of the Client's securities or securities collateral in relation to Exchange Traded Options Business (as defines in the Options Trading Rules of SEHK), the Client hereby authorizes the Company to deposit any of the Client's securities with the SEOCH as SEOCH collateral in respect of Exchange Traded Options Business resulting from the Client's instructions to the Company. The Company may do any of these things without giving the Client notice. The Client acknowledges that this Authority shall not affect the Company's right to dispose or initiate a disposal by the Company's associated entity of the Client's securities or securities collateral in settlement of any liability owed by or on behalf of the Client to the Company, the associated entity or a third person. 就有关在交易所交易的期权业务（如联交所期权交易规则所定义）处置客户之证券，客户谨此授权本公司就由于客户之指示经本公司进行在交易所交易的期权业务，客户授权本公司将客户的证券存放于期权结算公司，作为期权结算公司抵押品。本公司可不向客户发出通知而采取上述行动。客户确认本授权不影响本公司为解除由或代客户对本公司、本公司之联系实体或第三者所负的法律义务，而处置或促使本公司的联系实体处置客户之证券或证券抵押品的权利。
- (iii) This Authority is given to the Company in consideration of the Company's agreeing to continue to maintain the Global Stock account and/or Stock Options account for the Client. 此赋予本公司之授权乃鉴于本公司同意继续维持客户之环球证券账户及 / 或股票期权账户。
- (iv) The Client fully understands that a third party may have rights to the Client's securities and/or Foreign

Securities which the Company must satisfy before the Client's Securities can be returned to the Client.  
客户完全明白客户的证券及 / 或外地证券可能受制于第三者之权利，本公司须全数抵偿该等权利后，方可将客户的证券退回客户。

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

客户款项常设授权（适用于所有账户）：

- (i) The Client(s) hereby authorizes the Company to do any of the following without giving me notice:  
本指示授权本公司在无须向本人发出通知的情况下作出以下任何行动：
- (a) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company and/or any companies within the group of companies (as defined in the Companies Ordinance) to which the Company belongs from time to time and may transfer any sum of Monies to and between such segregated account(s) to satisfy the clients' obligations or liabilities to the group of companies, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and  
组合或合并客户于本公司 及 / 或任何本公司所属的集团公司（根据《公司条例》所作之定义）内的成员公司所开设及持有任何独立账户，此等组合或合并活动可以个别地或与其他账户联合进行，可将该等独立账户内任何数额之款项作出转移，以解除客户对本公司所属的集团内任何成员的义务或法律责任，不论此等义务和法律责任是确实或突然的，原有或附带的、有抵押或无抵押的、共同或分别的；及
- (b) interchangeably between any of the said segregated account(s).  
从任何上述的独立账户之间来回调动。
- (ii) This authority is given to the Company in consideration of its agreeing to continue to maintain one or more trading account(s) at my choice with the Account Opening Form.  
本授权的授予建基于本公司同意按客户在开户申请表中要求开立的一个或多个交易帐户开立及持续运作该等账户。
- (iii) The Client(s) acknowledge that notwithstanding this Authority, the Company is not obliged to make any transfer abovementioned in the first paragraph hereof, in particular but without prejudice to the generality of the foregoing, if such transfer may result into a breach of any provision of any agreement made or to be made between the Company and the Client(s) (including without limitation the Agreement).  
客户确认，尽管有本授权书，本公司并无责任作出任何以上第一段所述之资金转户，尤其(但不影响本段前文之一般性规定为大前提下)若该资金转户可能导致违反任何客户与本公司已签订或将会签订之协议书(包括但不限于「协议书」)内任何条款
- (iv) This Authority is given without prejudice to other authorities or rights which the Company and/ or any companies within the group of companies may have in relation to dealing in the Monies in the segregated accounts.  
本授权并不损害本公司 及 / 或本公司集团可享有有关处理该等独立账户内款项的其他授权或权利。
- (v) Client(s) acknowledge that their assets (including Monies) received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.  
客户确认持牌人或注册人在香港境外代表本人持有或收取的资产（包括款项）均应符合相关海外司法管辖区的适用法律法规规定，而该等法律法规或与《证券及期货条例》及项下规则有所不同。因此，此类客户资产或无法享有在香港境内持有 或收取该等客户资产时所能享有的同等保障。

28. Suitability  
合适性

If the Company solicits the sale of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and



investment objectives. No other provision of this agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

假如本公司向客户招揽销售或建议任何金融产品，该金融产品必须是本公司经考虑客户的财政状况、投资经验及投资目标后而认为合理地适合客户的。本协议的其他条文或任何其他本公司可能要求客户签署的文件及本公司可能要求客户作出的声明概不会减损本条款的效力。

## 29. Client Agreement and Acknowledgement for Online Account Opening

网上开户客户同意及承认

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

客户谨此确认、承认、明白及同意客户以本公司指定的电子方式于电子装置(包括但不限于平板计算机或流动电话)于网上输入客户的个人资料于本公司指定的互联网开户表格(包括本公司网页或流动装置应用程序)以操作客户开立及维持于本公司的帐户，并使用电子签署方式签署有关开户文件及/或协议书。客户谨此确认、承认、明白及同意该电子签署具有法律效用及受《电子交易条例》(香港法例第553章)管辖。客户确认、承认、明白及同意所有以电子方式输入于互联网开户表格的数据将自动输送及记录于本公司的计算机系统及其等数据及记录将为本公司操作客户在本公司的账户所使用及依赖，并会作电子方式纪录。客户谨此确认、承认、明白及同意客户以电子方式签署于本公司之电子开户表格及/或协议书等同于客户在纸上之开户表格及/或协议书上的签署的法律效用。

## 30. Interpretation

释义

In this Agreement unless the context otherwise requires: -

本合约中，除文意另有所指外： -

- (1) The expression "The Client" or "the Clients" or "the Client's" wherever used shall in the case where the undersigned is an individual(s) include the undersigned and his executors and administrators where the undersigned are several individuals, include the several individuals and their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time of this Agreement and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the undersigned is a company include such company and its successors and assigns.

"客户"一词，若指本协议签署人是个人者，则包括其本人、其遗嘱执行人及遗产管理人；若指众人，则包括众人及各自之遗嘱执行人及遗产管理人；若指独资经营商号，则包括该商号主人、其遗嘱执行人及遗产管理人、其生意继承人；若指合伙机构，则包括现时之各合伙人、各自之遗嘱执行人及遗产管理人，尚有今后成为合伙人之其他人士及其遗嘱执行人及遗产管理人，以及此等合伙生意之继承人；若指有限公司，包括有限公司之继承人及受让人。

- (2) "Correspondent Agent" means anyone (including the incorporated body) who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of Exchange or Clearing House and/or the member of foreign stock exchange and foreign clearing house.

"业务代理"指代表本公司在香港或其他地方进行的交易或结算的代理人，包括交易所或结算所的任何成员；

- (3) "Instructions" means any instructions or orders communicated by the Client or its Authorized Persons to the Company in accordance with Clause 5.1 above.

"指示"指由客户或其授权人士根据本协议第5.1条规定向本公司发出任何指示或买卖盘。

- (4) "Securities" means all kinds of instruments commonly known as securities including, but not limited to, stocks, shares (listed or otherwise), stock options, warrants, debentures, unit trusts, mutual funds, exchange traded funds, options, derivatives, bonds or notes of, or issued by, anybody, whether incorporated or unincorporated, or of any government or local government authority, as the Company may at the Company's absolute discretion from time to time offer to deal in. For the avoidance of doubt, "Securities" includes "Foreign Securities".  
"证券"指各类普遍认为是证券的工具, 包括但不限于股份、股票(上市及非上市者)、股票期权、认股权证、债券、信托基金、互惠单位基金、债券或票据由注册团体、非注册团体或政府或当地政府发行, 由本公司可不时提供来交易者。为免生疑问, "证券"包括"外地证券"。
- (5) "Foreign Securities" means all kinds of securities defined herein which listed in a stock exchange operated in a country or territory outside Hong Kong or all kinds of securities over the counter of foreign markets.  
"外地证券"指外地证券交易所介定的所有证券或所有外地场外交易的证券。
- (6) Where the undersigned consists of more than one individual or where the undersigned is a firm consisting of two or more individuals, the agreements by and the liabilities of the undersigned hereunder shall be joint and several of such individuals.  
若本合约签署人由两名或以上之个人组成, 或为一间由两名或以上人士开设之商号, 则本合约涉及本合约签署人之责任, 须由此等人士个别及共同承担责任。
- (7) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.  
凡表示单数之字眼包括复数含义, 反之亦然; 凡表示阳性之字眼亦包括阴性及中性含义。
- (8) Words importing "persons" shall include limited company (including local and foreign).  
字义上所指的"人"(若适用)亦包括有限公司(本港者或海外者)。
- (9) "The Company" means ZH Securities Limited.  
"本公司"指中昊证券有限公司。
- (10) "ZSL" means ZH Securities Limited.  
"中昊证券"指中昊证券有限公司。
- (11) "The Group", or "Group Companies" including but not limited to all subsidiaries and affiliates of "ZH Securities Limited" and/or all subsidiaries and affiliates of the parent companies. "Group Company" means any one of them.  
"本集团"或"中昊集团"包括但不限于"中昊证券有限公司"之子公司及关联公司及/或其母公司辖下之所有子公司及关联公司。而"中昊集团"则指他们任何之一。
- (12) "Electronic Signature" is defined in section 2(1) of the Electronic Transactions Ordinance to mean any letters, characters, numbers or other symbols in digital form attached to or logically associated with an electronic record and executed or adopted for the purpose of authenticating or approving the electronic record.  
"电子签署"在《电子交易条例》第2(1)条的定义为与电子纪录相连的或在逻辑上相联的数码形式的任何字母、字样、数目字或其他符号, 而该等字母、字样、数目字或其他符号是为认证或承认该纪录的目的而签立或采用的。

### 31. Governing Law 法律

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

本协议受香港特别行政区法律管辖及以其作解释, 而双方不可撤回地同意接受香港特别行政区法院的非独占性司法管辖权的约束。

***If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.***  
**本协议之中英文版本文义如有歧义, 请以英文版本为准。**

## INTERNET SECURITIES TRADING AGREEMENT 互联网证券交易协议书

### WHEREAS:

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

鉴于：

本互联网交易协议乃本公司与客户所订立现金客户协议及 / 或保证金客户协议（“客户协议”）之补充文件，藉此本公司同意向客户提供互联网证券交易服务，使客户能够透过计算机或电话传输方式，在兼容的个人、家庭、小型计算机或流动电话，包括能够连接互联网电讯网络并带有解调器、终端机或网络计算机等设备的互联网仪器，发出互联网证券交易指示并获取报价及其他信息（“互联网证券交易服务”）。

Now IT IS HEREBY AGREED as follows:

合约双方同意下列条款：

### 1. Interpretation

#### 释义

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

本互联网交易协议中的术语之含义与客户协议所界定者相同，另有特别声明者除外。

- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:  
下列用语，除文意另有所指外，将作如下解释：

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

「登入号码」指识别客户身份的名称，须配合密码一起使用以接达有关互联网证券交易服务；

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

「信息」指与证券及证券市场有关之任何交易或市场数据、买入及卖出价、新闻报导、第三者分析员的报告、研究数据及其他信息；

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

「密码」指客户的密码，须配合登入号码一起使用以接达有关互联网证券交易服务。

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

客户协议中提及的「指示」将被视为包括通过互联网证券交易服务发出的互联网证券交易指示。

### 2. Using Internet Securities Trading Service

#### 互联网证券交易服务的使用

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

当本公司向客户发出登入号码及密码后，互联网证券交易服务将被启动，同时本公司将向客户发出相应通知。

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

本公司有权要求客户按本公司不时的通知，在执行其任何指示前存入现金和 / 或证券。

2.3 The Client hereby agrees that:  
客户同意:

- (i) the Client shall use the Internet Securities Trading Service only in accordance with this Internet Trading Agreement, the Client Agreement(s) and the instructions and procedures as set out in the Company's Instruction Manual which is supplied to the Client from time to time;  
将只按照本互联网交易协议、客户协议及本公司不时提供客户的用户指南, 所规定的各种指示及程序使用互联网证券交易服务;
- (ii) the Client shall be the only authorized user of the Internet Securities Trading Service;  
客户本人是互联网证券交易服务的唯一获授权用户;
- (iii) the Client shall be responsible for the confidentiality and use of its Customer ID and Password;  
客户应对其登入号码及密码的保密及使用承担责任;
- (iv) the Client shall be solely responsible for all Instructions entered through the Internet Securities Trading Service using its Customer ID and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;  
客户应对利用登入号码及密码而透过互联网证券交易服务所输入的所有指示完全负责, 本公司收到的任何指示将被视为由客户于本公司收到的时间及以收到的形式发出;
- (v) the Client shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Customer ID or Password, or the Internet Securities Service or any Information;  
如发现登入号码及密码有任何遗失, 被窃或未经授权使用, 客户应立刻知会本公司;
- (vi) the Client shall immediately inform the Company if it becomes aware of any failure by the Client to receive a message that an order initiated by the Client through Internet Securities Trading Service has been received and executed through the Internet Securities Trading Service;  
在客户透过互联网证券交易服务发出指令后, 若客户获悉其未能获取显示经已接获及 / 或执行该指令之讯息, 应随即知会本公司;
- (vii) the Client shall provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept Internet Securities Trading communications from the Company at the e-mail address as the Client has specified;  
向本公司提供客户的互联网证券交易邮件地址, 及立刻通知本公司客户的互联网证券交易邮件地址的任何改动, 并于客户指定的互联网证券交易邮件地址接受本公司的互联网证券交易通讯;
- (viii) the Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Internet Securities Trading Service;  
本公司可有绝对酌情权, 对可透过互联网证券交易服务发出的指示之种类及指示之价格范围予以限制;
- (ix) the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Internet Securities Trading Service and authorizes the Company to debit the Client's Account with the same;  
客户同意支付因本公司提供互联网证券交易服务而须收取的所有订购费、服务和用户费(如有的话), 并授权本公司可从客户账户中扣除该类款项;
- (x) that the Client shall be bound by any consent the Client gives through the Internet Securities Trading Service for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Internet Securities Trading Service;  
客户应受任何透过互联网证券交易服务给予本公司, 并同意本公司只通过互联网证券交易服务来向其提供任何通知、结单、交易确认及其他通讯的同意所约束;
- (xi) that the Client shall logoff the Internet Securities Trading Service immediately following the completion of each Internet Securities Trading Service session;  
客户在完成每次互联网证券交易服务时段后, 应立即退出互联网证券交易服务系统;
- (xii) that the Client shall not use or permit the use of the Information or any part thereof for any illegal purpose;  
客户不得使用或容许使用信息或其任何部分作任何非法用途;

- (xiii) that the Client shall not disseminate the Information to third parties, and shall solely use the Information or any part thereof for its own use or in the ordinary course of its own business.  
客户不得向第三者散播信息，同时只容许客户作本身的用途或在本身业务的正常过程中使用。

2.4 After the giving of an Instruction via the Internet Securities Trading Service, the Client shall check via the Internet Securities Trading Service that its Instruction has been correctly acknowledged by the Company.  
客户通过互联网证券交易服务发出指示后，应通过互联网证券交易服务对所发出的指示是否已被本公司正确地确认作出检查。

2.5 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Internet Securities Trading Service and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instruction.

在不限制上述的概括性原则下，客户确认并同意，一旦通过互联网证券交易服务发出的指示后，未必能够修改或取消，及指示只有在尚未被本公司执行时方有可能修改或取消，在这种情况下，本公司将尽可能修改或取消指示，但是，尽管本公司已确认有关修改或取消指示，也并不能保证该修改或取消一定会发生，如果该修改或取消没有发生，客户仍然要对其最初作出的指示负责。

2.6 In the case the Internet Securities Trading Service is not available, the Client shall place its Instructions in accordance with the Clause 5.1 of the Client Agreement(s).  
如果互联网证券交易服务未能使用，客户将根据客户协议第5.1条之规定发出指示。

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

互联网证券交易的设施是以计算机组成系统来进行交易指示传递、执行、配对、登记或交易结算。然而，所有设施及系统均有可能暂时中断或失灵，而你就此所能获得的赔偿或受制于系统供货商、市场、结算公司及/或参与者商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同，客户应向为客户进行交易的商号查询这方面的详情。

### 3. Provision of Information 信息的提供

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

本公司可通过互联网证券交易服务向客户传递信息，客户可能会被收取从交易所、市场及其他传输信息的第三方（统称为“信息供应者”）获得并提供给客户使用的信息的一定费用。

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

信息乃是本公司、信息供应者或其他人士的财产，受版权保护，客户应：

(i) not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and

在未获得这些权利拥有人的同意前，不得上载、贴上、复制或分发任何受版权或其他知识产权（以及公开权及私稳权）所保障的任何信息、软件或其他数据；及

(ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

不得将信息或其中的任何部分用于并非其本身用途或并非其本身日常业务之用途。

3.3 The Client agrees not to:  
客户同意不会:

- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);  
在未获得本公司和有关信息供应者的明确书面同意之前, 以任何方式复制、再发、传播、出售、分发、出版、广播、传阅或在商业用途利用信息;
- (ii) use the Information for any unlawful purpose;  
将信息用于任何非法目的;
- (iii) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in securities listed on the Exchange.  
将信息或其中的任何部份用于建立、维持或提供、或用于协助建立、维持或提供一个买卖在联交所上市的证券的交易平台或交易服务。

3.4 The Client agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Internet Securities Trading Service.  
客户同意将遵守本公司的合理书面要求, 以保护信息供应者及本公司各自在信息和互联网证券交易服务中的权利。

3.5 The Clients shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.  
客户将遵守本公司不时作出的有关允许使用信息的合理指示。

3.6 The Client authorizes the Company to provide information on the Internet Securities Trading Service supplied to the Client hereunder to the Information/Service Provider to enable the Company to comply with the license agreement between the Information/Service Provider and the Company relating to market data feeds.  
客户授权本公司可将提供给客户的互联网证券交易服务信息提供给香港联合交易所信息服务有限公司 ("信息服务公司"), 从而使本公司能够遵守信息服务公司与本公司签订的有关市场数据传送专线许可证协议。

4. Intellectual Property Rights  
知识产权

4.1 The Client acknowledges that the Internet Securities Trading Service, and any software comprised in it is proprietary to the Company.  
客户承认, 互联网证券交易服务及其中包括的任何软件乃属本公司专有。

4.2 The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Securities Trading Service or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate this Internet Trading Agreement if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached, this warranty and undertaking.  
客户保证并承诺, 他将不会以任何方式试图篡改、修改、解编、倒序制造、或以其他任何方法改动该软件, 亦不会试图在未经授权下接达互联网证券交易服务或内里包含的软件的任何部分, 客户同意, 若客户在任何时候违反了此保证及承诺, 或若本公司在任何时候有合理理由怀疑客户已违反了此保证及承诺, 本公司将有权终止本互联网交易协议。

4.3 The Client undertakes to notify the Company immediately if the Client becomes aware that any of the action described in Clause 4.2 hereinabove is being perpetrated by any other person.  
客户保证客户知道有人作出上述4.2条款之行动时, 会马上通知本公司。

5. Limitation of Liability and Indemnification  
责任及赔偿限制

5.1 The Clients agrees, understands and acknowledges that the Company shall not be liable to the Client if the Client is not able to access its account information or request a transaction through the Internet Securities Trading Service.  
客户明白、同意及承认本公司不会对客户不能存取客户之帐户数据及透过互联网证券交易服务要求负责。

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

本公司、其业务代理、以及信息供应者对由于难以合理控制的情况而使客户遭受任何损失、开支、费用或责任概不负责，这些情况（包括但不限于）：

- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, Internet Securities Trading or other systems that are not under their control;  
通过不受本公司控制的电话、互联网证券交易或其系统与本公司进行通讯往来的延误、失灵或不准确；
- (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;  
信息供应者提供的股市研究、分析、市场数据及其他信息的延误、不准确、遗漏或缺乏；
- (iii) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s), and/or account numbers; and  
未经授权下进入通讯系统，包括未经授权下使用客户的接入号码、密码、和 / 或帐户号码；及
- (iv) war or military action, government restrictions, labor disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of God.  
战争或军事行动、政府限制、劳资纠纷或任何市场或交易所被关闭或中断、恶劣的天气情况及天灾。

5.3 The Client agrees to defend, indemnify and hold the Company, its Associates, its Correspondent Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement(s) and this Internet Trading Agreement, applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Internet Trading Agreement.

客户同意，如因客户违反客户协议（包括本互联网交易协议），适用的证券法例或规例、或任何第三者权利包括（但不限于）任何版权侵犯、对任何知识产权的侵犯以及对任何私稳权的侵犯，而使本公司、其业务代理及信息供应者遭受的任何或所有索偿、损失、责任、开支及费用（包括但不限于律师费），客户将就其作出赔偿，及保证本公司、其业务代理及信息供应者不会因此而招致任何损失，即使终止本互联网交易协议，客户在此的责任仍然有效。

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

客户接受，尽管本公司已尽力确保所提供信息准确性和可靠性，本公司并不能绝对保证这些信息准确和可靠，及对由于信息出现任何不确或遗漏而导致的任何损失或损害，本公司概不承担责任（无论是从民事过失、合约或其他法律上）。

## 6. Laws and rules 法例及规例

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

倘客户向本公司发出任何指令的地点为香港以外的地方，客户同意确保及表明该等指令的发出将遵从于客户发出指令的有关司法管辖区的任何及一切适用法律，而客户更同意客户遇有疑问时，应于有关司法管辖区咨询或取得法律及专业意见。客户同意支付就有关任何指示可能须缴付税项或收费，本公司并不须就该等费用负上任何责任。

## 7. Termination of Internet Securities Trading Service 互联网证券交易服务之终止

7.1 The Company reserves the right to terminate the Client's access to the Internet Securities Trading Service or any

portion of them in its sole discretion, without notice and without, limitation for any reason whatsoever, including but not limited to the unauthorized use of the Client's Customer ID(s), Password(s) and/or account number(s), breach of this Internet Trading Agreement or the Client Agreement(s), discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the company and Information Providers.

本公司保留权利，并有绝对酌情权而无需通知及不受限制地，于任何原因，包括但不限于未经授权下使用客户的进入号码、密码、和 / 或帐户号码，违反本互联网交易协议或客户协议，本公司取用继续从任何信息供应者获得任何信息、或本公司与信息供应者之间的一项或多项协议被终止，终止客户接达互联网证券交易服务或其任何部分。

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

若本公司终止互联网证券交易服务，信息供应者及本公司将无需向客户承担任何责任，然而，若是在无任何理由下终止服务，本公司应按比例向客户退还其已为互联网证券交易服务而支付，但由于终止服务日期起计尚未使用那一部分的费用。

## 8. Risk Disclosure 风险披露声明书

The Client hereby understands and acknowledges that: -

客户明白： -

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

由于无法预计互联网的通讯量，故属一个存在不可靠因素的通讯媒介，而该等不可靠因素亦非本公司所能控制，互联网的通讯有可能中断、延误或被未经授权各方取得的风险。虽然本公司采取措施将此一风险减至最低限度，但对于客户因上述中断、延误或未经授权取得的结果而使客户招致任何损失，本公司不承担任何责任。倘若客户不准备接受上述风险，客户不应在互联网向本公司作出任何指示。

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

透过某个互联网证券交易系统进行买卖，可能会与透过其他互联网证券交易系统进行买卖有所不同。如果客户透过某个互联网证券交易系统进行买卖，便须承受该系统带来的风险，包括有关系统硬件或软件可能会失灵的风险。系统失灵可能会导致客户的交易指示不能根据指示执行、甚至完全不获执行。

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

本公司、香港联合交易所有限公司（“联交所”）、香港中央结算所有限公司（“中央结算所”）及所有有关人士致力确保该系统所提供数据的准确性及可靠性，惟数据的准确性及可靠性并无保证、且本公司、联交所、中央结算及所有有关人士概不须就任何因不准确或错漏所产生的任何损失或损毁承担任何责任（不论以文本或合约或其他形式）。

## 9. General 一般事项

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

如客户协议与本互联网证券交易协议之条款有任何冲突，以后者之条款为准。客户在此同意、承认、确



认互联网证券交易协议为客户协议组成之一部份。

- 9.2 In the event of any dispute between the parties, the Client agrees that the records of the Company (including Internet Securities Trading records) shall prevail.  
倘若双方出现任何争议，客户同意以本公司的记录（包括互联网证券事务历史记录）为准。

- 9.3 The Company may change the terms in this Internet Trading Agreement from time to time by giving the Client reasonable notice in writing or via Internet Securities Trading Service.  
本公司可不时修改本互联网交易协议之条款，并会以书面方式或透过互联网证券交易服务向客户发出合理通知。

- 9.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires:  
本协议标题之加入，只供参考及将不能影响本合同的结构及解释。在本合约中，除非内容另有指明外：

- (i) words denoting the singular include the plural and vice versa; and  
文字包括众数及单数；及
- (ii) words importing one gender include every gender.  
文字包括所有性别。

- 9.5 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.  
本协议之中英文版本文义如有歧义，请以英文版本为准。

#### 10. Governing Law 法律

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

本协议书受香港特别行政区法律管辖及以其作解释，而双方不可撤回地同意接受香港特别行政区法院的非独占性司法管辖权的约束。

**SUPPLEMENTAL TO THE CLIENT'S AGREEMENT  
AND INTERNET SECURITIES TRADING AGREEMENT  
客户协议书及互联网证券交易协议书之补充协议**

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

如客户透过沪港通及/或深港通买卖中华通证券(北向交易)交易服务, 下述将适用:

**1. Interpretation**

**释义**

- 1.1 Terms defined in this Agreement have the same meanings as in the Client Agreement unless stated otherwise.  
本协议中的术语之含义与帐户协议所界定者相同, 另有特别声明者除外。
- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:  
下列用语, 除文意另有所指外, 将作如下解释:

Expression 用语	Meaning 含义
Account Agreement 帐户协议	The Client's Agreement and Internet Securities Trading Agreement entered into by the Client and the Company. 本公司与客户所订立客户协议及互联网交易协议。
Agreement 协议	This Supplemental Agreement. 本补充协议。
Application Laws 适用法律	In the context of the China Connect Service or the trading of China Connect Securities, means, in relation to a market, security, transaction, entity or a person, the laws and regulations applicable to such market, security, transaction, entity or person from time to time, including but not limited to any Mainland China and Hong Kong laws, administrative regulations and judicial interpretations, and any departmental regulations and other regulatory documents promulgated by relevant governmental or regulatory bodies, as well as the rules and requirements of any exchange or clearing house. The aforesaid governmental or regulatory bodies include but are not limited to the China Securities Regulatory Commission, the People's Bank of China and the State Administration of Foreign Exchange of Mainland China, and the SFC and the Monetary Authority of Hong Kong. 在涉及中华通服务或买卖中华通证券或港股通股票时, 就个别市场、证券、交易、机构或个人而言, 指不时适用于该市场、证券、交易、机构或个人的法例及法规, 包括但不限于中国内地及香港的法例、行政法规及司法诠释, 任何由相关政府或监管部门实施的部门法规及其他监管文件, 以及任何交易所或结算所的规则及规定。上述的政府或监管部门包括但不限于中国证券监督管理委员会、中国人民银行及中国内地国家外汇管理局以及证监会及香港金融管理局。
A shares A股	The shares of Mainland China-incorporated companies which are accepted for listing and admitted to trading on the stock exchanges of Mainland China from time to time. 不时获准在中国内地证券交易所上市及买卖的中国内地注册成立的公司的股票。
CCASS 中央结算系统	Central Clearing and Automated Settlement System, which is Hong Kong's book-entry depository system for securities traded on the SEHK. 香港结算为结算联交所上市或买卖证券而操作的中央结算及交收系统。
China Clear 中国结算	China Securities Depository and Clearing Corporation. 中国证券登记结算有限责任公司。

China Connect Exchange Participant 中华通交易所参与者	as Exchange Participant which is registered as a China Connect Exchange Participant by the SEHK. 于联交所登记为中华通交易所参与者的交易所参与者。
China Connect Market 中华通市场	a stock market in Mainland China acceptable to the SEHK and included in the list of China Connect Markets from time to time. 联交所接受及不时获纳入中华通市场的名单内的中国内地股票市场。
China Connect Service 中华通服务	The order-routing service referred to in Rule 1403(1) of SEHK Rules through which China Connect orders placed by a China Connect Exchange Participant may be transmitted by the SEHK Subsidiary to a China Connect Market for the buying and selling of China Connect Securities and for the selling of Special China Connect Securities (not allowed to be bought pursuant to the restrictions pursuant to the Special Rules), and unless the context otherwise requires, the related supporting services referred to in Rule 1403(2) of SEHK Rules. 联交所规则第1403(1)条所述的买卖盘传递服务，通过此项服务，中华通交易所参与者发出的中华通买卖盘可经由联交所子公司传输往中华通市场以进行买入或沽出中华通证券及沽出特别中华通证券（但根据特别规则而不能买入）；除文意另有所指外，亦包括联交所规则第1403(2)条所述的相关配套服务。
CSC	The China Stock Connect System for receiving and routing China Connect orders to a China Connect Market System for automatic matching and execution. 中华证券通系统用以接收及传递中华通买卖盘往中华通市场系统进行自动对盘及成交。
The Company 本公司	ZH Securities Limited. 中昊证券有限公司。
HKEx 香港交易所	Hong Kong Exchanges and Clearing Limited. 香港交易及结算所有限公司。
Hong Kong 香港	Hong Kong Special Administrative Region of the People's Republic of China. 中华人民共和国香港特别行政区。
HKD 港元	Hong Kong Dollars. 香港的法定货币。
Institutional Professional Investor 机构专业投资者	Institutional Professional Investor as defined under paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the SFO, i.e. a person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO. 证监会持牌人或注册人操守准则第15.2段所规定之机构专业投资者，即证券及期货条例附表1第1部第1条专业投资者的定义的(a)至(i)段。
Internet Securities Trading Service 互联网证券交易服务	Internet Service provided by the Company as stipulated in the Internet Securities Trading Agreement which enables the Client to give trading instructions through Internet at web platform of the Company and to obtain quotations (if available) and other information (if any) via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network. 指由本公司根据互联网交易协议向客户提供互联网交易服务，令客户可透过使用兼容之个人、家庭或小型计算机，包括装有解调器之互联网设备、可接驳电讯网络之终端机或网络计算机，以计算机或电话传递方式发出互联网证券交易指示并获取报价及其他信息。

Northbound trading 北向交易	SSE Securities and SZSE Securities for trading by Hong Kong and overseas Clients (a collective name for SH Northbound trading and SZ Northbound trading). 香港及海外客户买卖上交所证券及深交所证券(沪港北向交易及深港北向交易的统称)。
PRC 中国	The People's Republic of China. 中华人民共和国。
Risk alert board 风险警示板	The board whereby the SSE-listed companies and SZSE-listed companies will be earmarked and traded according to the SSE Listing Rules and the SZSE Listing Rules (as the case may be) that any SSE-listed company and/or any SZSE-listed company (as the case may be) which is in the delisting process, or which operation is unstable due to financial or other reasons, to the extent that it is running the risk of being delisted or exposing Clients' interest to undue damage. 上交所挂牌公司及深交所挂牌公司出现财务异常情况或其他异常情况，导致其股票存在被终止上市的风险，或客户的权益可能受到损害，上交所挂牌公司及深交所挂牌公司（视具体情况而定）将被实施风险警示，上交所及深交所（视具体情况而定）将其股票纳入的风险警示板。
RMB 人民币	Chinese Renminbi (Currency in PRC). 中国人民币(中国的法定货币)。
SEHK 联交所	The Stock Exchange of Hong Kong. 香港联合交易所有限公司。
SEHK Rules 联交所规则	Rules of Exchange published by SEHK from time to time. 香港联合交易所有限公司不时发布的规则。
SEHK Subsidiary 联交所子公司	SEHK's subsidiary incorporated for Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect. 联交所为沪港通/深港通业务成立的全资附属公司。
SFC 证监会	The Securities and Futures Commission in Hong Kong. 香港证券及期货事务监察委员会。
SFO 证券及期货条例	The Securities and Futures Ordinance, Chapter 571 of Laws of Hong Kong. 《证券及期货条例》（香港法例第571章）。
Shanghai-Hong Kong Stock Connect or SHSC 沪港通	The program allows global Clients direct access to China-A shares via the exchange participant of SEHK (including the Company) (Northbound) plus access to Hong Kong shares for Mainland Chinese Clients via Shanghai Stock Exchange broker members (Southbound). For the avoidance of doubt, all the provisions of this Agreement are related to SH Northbound trading. 市场交易互联互通机制,旨在实现两地客户经联交所及上交所直接进入对方市场的目标。为免生疑问, 本协议所有条款都与沪港北向交易有关。
Shenzhen-Hong Kong Stock Connect or SZSC 深港通	The program allows global Clients direct access to China-A shares via the exchange participant of SEHK (including the Company) (Northbound) plus access to Hong Kong shares for Mainland Chinese Clients via Shenzhen Stock Exchange broker members (Southbound). For the avoidance of doubt, all the provisions of this Agreement are related to SZ Northbound trading. 市场交易互联互通机制,旨在实现两地客户经联交所及深交所直接进入对方市场的目标。为免生疑问, 本协议所有条款都与深港北向交易有关。
SHSC/SZSC Margin Account 沪港通/深港通保证金账户	The margin account opened and maintained by the Client with the Company for Northbound trading. 客户于本公司为北向交易而开立及持续运作一个或多个的账户。

SH Northbound trading 沪港北向交易	SSE Securities for trading by Hong Kong and overseas Clients. 香港及海外客户买卖上交所证券的交易。
SZ Northbound trading 深港北向交易	SZSE Securities (which include the shares listed on its Main Board, SME Board and ChiNext Board) for trading by Hong Kong and overseas Clients. 香港及海外客户买卖深交所证券的交易。
Special Rules 特别规则	Rules for trading the SSE-listed Securities and/or SZSE-listed Securities (Northbound trading) through SHSC and/or SZSC as published by SEHK from time to time (including but not limited to Chapters 14, 14A and 14B of SEHK Rules and its amendments). 联交所不时为透过沪港通及/或深港通买卖的沪股交易及深股交易(北向交易)发布的规则(包括但不限于联交所规则发布第14章、第14A章及第14B章及其修改)。
SSE 上交所	Shanghai Stock Exchange. 上海证券交易所。
SZSE 深交所	Shenzhen Stock Exchange. 深圳证券交易所。
SSE Circuit Breaker Provisions 上交所熔断机制条文	The relevant provisions in the SSE Rules under which SSE Circuit Breaker may be imposed for the purpose of, among others, minimizing or averting substantial upward or downward price movements of securities traded on SSE Market including all related provisions on the application and lifting of SSE Circuit Breakers. 上交所规则中, 可据而实施上交所熔断机制、以(其中包括)减低或避免在上交所市场买卖的证券价格大幅上涨或下跌的相关条文(包括应用及撤销上交所熔断机制的所有相关条文)
SZSE Circuit Breaker Provisions 深交所熔断机制条文	The relevant provisions in the SZSE Rules under which SZSE Circuit Breaker may be imposed for the purpose of, among others, minimising or averting substantial upward or downward price movements of securities traded on SZSE Market including all related provisions on the application and lifting of SZSE Circuit Breakers. 深交所规则中, 可据而实施上交所熔断机制、以(其中包括)减低或避免在深交所市场买卖的证券价格大幅上涨或下跌的相关条文(包括应用及撤销深交所熔断机制的所有相关条文)
SSE Circuit Breaker 上交所熔断机制	Any measures that may be imposed or activated by SSE on the SSE Market in accordance with the SSE Circuit Breaker Provisions. 上交所根据熔断机制条文在上交所市场实施或启用的任何措施
SZSE Circuit Breaker 深交所熔断机制	Any measures that may be imposed or activated by SZSE on the SZSE Market in accordance with the SZSE Circuit Breaker Provisions. 深交所根据熔断机制条文在深交所市场实施或启用的任何措施
SSE Rules 上交所规则	The SSE Regulations on the Shanghai-Hong Kong Stock Connect and the business and trading rules and regulations of SSE. 上交所的沪港通规例以及上交所的业务及交易规则及规例。
SZSE Rules 深交所规则	The SZSE Regulations on the Shenzhen-Hong Kong Stock Connect and the business and trading rules and regulations of SZSE. 深交所的深港通规例以及深交所的业务及交易规则及规例。
SSE Securities 沪股	any securities listed on SSE which the SEHK (after consulting the relevant China Connect Market Operator) accepts as eligible for SH Northbound Trading. 任何在上交所上市及获联交所(经咨询相关中华通市场营运者后)接纳为符合资格的沪港北向交易证券。

SZSE Securities 深股	any securities listed on SZSE which the SEHK (after consulting the relevant China Connect Market Operator) accepts as eligible for SZ Northbound trading. 任何在深交所上市及获联交所（经咨询相关中华通市场营运者后）接纳为符合资格的深港北向交易证券。
trading day 交易日	a day on which SSE-listed Securities would be traded through the Company under Shanghai-Hong Kong Stock Connect and a day on which SZSE-listed Securities would be traded through the Company under Shenzhen-Hong Kong Stock Connect (as the case may be). 透过本公司沪港通买卖上交所上市证券的交易日及深港通买卖深交所上市证券的交易日。

## 2. Dealing in China Connect Securities (Northbound trading)

### 买卖中华通证券（北向交易）

- 2.1 Upon signing this Agreement, the Company provides the trading services to the Client to deal in China Connect Securities through SHSC and SZSC (Northbound trading only.) Such dealing shall be operated through SHSC/SZSC Margin Account and shall be subject to the terms and conditions of the Account Agreement and this Agreement and shall also be subject to the Special Rules and Applicable Laws.  
于签订本协议时,本公司向客户提供透过沪港通及深港通买卖证券（北向交易）。该等交易将透过沪港通 / 深港通保证金账户运作及将根据帐户协议及本协议的条件进行交易,并受特别规则及适用法律所约束。
- 2.2 Subject to changes of the Special Rules (if any), SH Northbound trading shall only include certain A shares which are listed in SSE (“eligible SSE shares”) as determined by the Special Rules from time to time, but such trading shall not include B shares, bonds and other shares. The Client expressly acknowledges and agrees that if an eligible SSE share ceases to be eligible, the Client shall only be allowed to sell but restricted from buying such share. Upon further announcement announced by SSE and SEHK, SH Northbound trading shall include Exchange Traded Funds.  
除特别规则有变更外（如有者），沪港北向交易只能包括由特别规则不时提供 A 股的名单之若干沪股（“合资格沪股”），其他产品类别如 B 股、债券以及其他证券将不包括在内。客户明确承认并同意如合资格沪股不再合资格，客户可卖出该证券，但不可买入该证券。当联交所及上交所再公布时，沪港北向交易将包括交易所买卖基金。
- 2.3 Subject to changes of the Special Rules (if any), SZ Northbound trading shall only include certain A shares which are listed in SZSE (“eligible SZSE shares”) as stipulated in Clause 16.4 hereinbelow and as determined by the Special Rules from time to time, but such trading shall not include B shares, bonds and other shares. The Client expressly acknowledges and agrees that if an eligible SZSE share ceases to be eligible, the Client shall only be allowed to sell but restricted from buying such share. Upon further announcement announced by SZSE and SEHK, SZ Northbound trading shall include Exchange Traded Funds.  
特别规则有变更外（如有者），深港北向交易只能包括由根据第 16.4 段所述及由特别规则不时所订定提供 A 股的名单之若干深股（“合资格深股”），其他产品类别如 B 股、债券以及其他证券将不包括在内。客户明确承认并同意如合资格深股不再合资格，客户可卖出该证券，但不可买入该证券。当联交所及深交所再公布时，深港北向交易将包括交易所买卖基金。
- 2.4 For the avoidance of doubt, the SH Northbound trading shall not include the following:  
为免生疑问，沪港北向交易将不包括下列股票：
- (a) SSE-listed shares which are not traded in RMB; and/or  
所有以人民币以外货币报价的沪股；及/或
  - (b) SSE-listed shares which are included in the “risk alert board”.  
所有被实施风险警示的沪股。
- 2.5 For the avoidance of doubt, the SZ Northbound trading shall not include the following:  
为免生疑问，深港北向交易将不包括下列股票：
- (a) SZSE-listed shares which are not traded in RMB; and/or  
所有以人民币以外货币报价的深股；及/或
  - (b) SZSE-listed shares which are included in the “risk alert board”.

所有被实施风险警示的深股。

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

客户承认客户将在以下几种情况下只允许卖出沪股，但被暂停买入：

- (a) the SSE Securities subsequently cease to be a constituent stock of the relevant indices; and/or  
该等沪股不再属于有关指数成份股；及/或
- (b) the SSE Securities are subsequently under “risk alert”; and/or  
该等沪股被实施风险警示；及/或
- (c) the corresponding H share of the SSE Securities subsequently cease to be traded on SEHK, as the case may be; and/or  
该等沪股相应的 H 股不再在联交所挂牌买卖；相应适用情况；及/或
- (d) the Northbound trading has exceeded Daily Quota as stipulated in Clause 11.1.1 hereinbelow; and/or  
北向交易超出下述第 11.1.1 条的每日额度；及/或
- (e) any other event(s) happened as stipulated in the Applicable Laws, SSE Rules and/or SEHK Rules from time to time.  
根据适用法律、上交所规则及联交所规则不时规定其他事件。

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

客户承认客户将在以下几种情况下只允许卖出深股，但被暂停买入

- (a) the SZSE Securities subsequently cease to be a constituent stock of the relevant indices;  
该等深股不再属于有关指数成份股；及/或
- (b) the SZSE Securities fall below the required market capitalization as stipulated in Clause 16.4 hereinbelow and/or  
该等深股指数成份股在纳入之后的定期检讨中，被认定市值少于下述第 16.4 条所要求的市值；及/或
- (c) the SZSE Securities are subsequently under “risk alert”; and/or  
该等深股被实施风险警示；及/或
- (d) the corresponding H share of the SZSE Securities subsequently cease to be traded on SEHK, as the case may be; and/or  
该等深股相应的 H 股不再在联交所挂牌买卖；相应适用情况；及/或
- (e) the Northbound trading has exceeded Daily Quota as stipulated in Clause 11.1.1 hereinbelow; and/or  
北向交易超出下述第 11.1.1 条的每日额度；及/或
- (f) any other event(s) happened as stipulated in the Applicable Laws, SZSE Rules and/or SEHK Rules from time to time.  
根据适用法律、深交所规则及联交所规则不时规定其他事件。

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

本公司将只以执行方式向客户提供北向交易的交易服务。由本公司、本公司的董事、高级职员、雇员或代理人提供的任何意见或数据（不论是否被要求的）都不应构成进行交易的要约或投资的建议。客户应独立地并且不依赖本公司，作出其本身的交易的判断，客户并确认交易的决定是由客户决定并承受有关风险。

- 2.9 In respect of all transactions entered into by the Client or by the Company on the Client’s Instructions or on

Client's behalf, the Client understands and agrees that:

有关客户执行的交易或由本公司根据客户指示的交易或代客户执行的交易，客户明白及同意：

- (a) the Company assumes no duty to give advice or make recommendations;  
本公司没有承担给予意见或推介的责任；
- (b) if the Company and/or its representatives give any suggestions and/or advice on securities or issue such analyses or reports wholly incidental to carrying on of dealing in securities, they assume no responsibility for the Client's portfolio or for any investments or transactions made; and  
如本公司及 / 或其代表纯属因为进行证券交易的活动而作出任何证券提议及 / 或意见或发出有关分析或报告，本公司对客户的投资组合或任何投资或任何交易均不承担任何责任；及
- (c) in respect of all trades the Client may effect, the Client is deemed to have obtained independent advice from the Client's legal, financial and investment advisers.  
至于客户所进行的所有交易，客户将被视为已有取得到独立的法律、财务及投资顾问的意见。

2.10 If the Company solicits the sale of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

假如本公司向客户招揽销售或建议任何金融产品，该金融产品必须是本公司经考虑客户的财政状况、投资经验及投资目标后而认为合理地适合客户的。本协议的其他条文或任何其他本公司可能要求客户签署的文件及本公司可能要求客户作出的声明概不会减损本条款的效力。

### 3. Laws and rules 法例及规则

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

本公司按客户的指示而进行的一切中华通证券交易 ("交易")，须根据适用于本公司的一切法例、规则和监管指示的规定而进行。这方面的规定包括证监会、联交所及中央结算的规则。本公司根据该等法例、规则及指示而采取的所有行动均对客户具有法律约束力。为免生疑问，该等法例、规则及指示将包括特别规则及适用法律、上交所规则及深交所规则及此后不时作出的任何修改。

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

客户承认并同意客户应完全了解并遵守内地有关短线交易利润及披露责任的法规。

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

客户承认、明白并同意客户必须遵守上交所规则及/或深交所规则（视具体情况而定）及其他适用于北向交易的中国法律。

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

客户承认、明白并同意本公司将向联交所转发客户身份数据，联交所可能继而转发予上交所及/或深交所（视具体情况而定）以作监察及调查之用。

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

客户承认、明白并同意在进行沪港北向交易时，倘有违反上交所规则、或上交所的上市规则或上交所规则所述的披露及其他责任的情况，上交所所有权进行调查，并可能透过联交所或联交所子公司要求本公司



提供相关数据及材料（包括联交所发布的交易所规则第 537 条所述其他人士及客户的资料及个人资料）和协助调查。

- 3.6 The Client acknowledges, understands and agrees that for SZ Northbound trading, if the SZSE Rules are breached, or the disclosure and other obligations referred to in the SZSE Listing Rules or SZSE Rules is breached, SZSE has the power to carry out an investigation, and may, through SEHK or SEHK Subsidiary, require the Company to provide relevant information and materials (including information and personal data concerning the Client and other persons referred to in Rule 537 of SEHK Rules) and to assist in its investigation.  
客户承认、明白并同意在进行深港北向交易时，倘有违反深交所规则、或深交所的上市规则或深交所规则所述的披露及其他责任的情况，深交所拥有权进行调查，并可能透过联交所或联交所子公司要求本公司提供相关数据及材料（包括联交所发布的交易所规则第 537 条所述其他人士及客户的资料及个人资料）和协助调查。
- 3.7 The Client acknowledges and understands that the current Investor Compensation Fund under the SFO will not cover any activities in relation to Northbound trading. The Client also acknowledges and understands that the China Securities Investor Protection Fund will not cover any activities in relation to Northbound trading as stipulated herein.  
客户承认并明白香港证券及期货条例的投资者赔偿基金并不涵盖北向交易。客户亦承认并明白中国证券投资者保护基金并不涵盖在本合约所载之北向交易。
- 3.8 The Client acknowledges, understands and agrees that SSE and/or SZSE may request SEHK to require the Company to issue warning statements (verbally or in writing) to the Client, and not to extend trading service to the Client.  
客户承认、明白并同意上交所及/或深交所或会要求联交所要求本公司向客户发出口头或书面警告，以及不向客户提供中华通服务。
- 3.9 The Client acknowledges that SEHK may (for the purpose of assisting SSE and/or SZSE in their respective regulatory surveillance of the SSE Market and/or SZSE Market and enforcement of the SSE Rules and/or SZSE Rules and as part of the regulatory cooperation arrangement between the SEHK, the SEHK Subsidiary and SSE and/or SZSE), at the request of SSE and/or SZSE, require the Company to provide information concerning the Client and other persons referred to in Rule 537 of SEHK Rules with respect to any China Connect orders input or China Connect Securities Trades made or entered into by the Company on behalf of the Client.  
客户承认协助上交所及/或深交所在上交所市场及/或深交所市场执行规管监察及实施上交所规则及/或深交所规则，及作为联交所、联交所子公司与上交所及/或深交所订立规管合作安排的一部分，联交所或会应上交所及/或深交所的要求而要求本公司提供就本公司代为输入的中华通买卖盘、或本公司代为输入或进行的中华通证券交易提供联交所发布的交易所规则第 537 条所述客户及其他人士的数据。
- 3.10 The Client agrees and acknowledges that for the purposes referred to in Clauses 3.8 to 3.9 hereinabove, the Client authorizes that the Company shall authorize the SEHK (whether directly or through the SEHK Subsidiary) to disclose, transfer and provide information and personal data concerning the Client and other persons referred to in Rules 537 of SEHK Rules to SSE and/or SZSE upon request. For the avoidance of doubt, the Client agrees and acknowledges that the Client's relevant information and personal data may be disclosed, transferred and provided in compliance with Applicable Laws including the Personal Data (Privacy) Ordinance (Cap. 486) as requested by SEHK or SSE and/or SZSE through SEHK.  
客户同意并承认为达到上述第 3.8 条及第 3.9 条所述目的，客户授权本公司当收到要求时，本公司可授权联交所(不论以直接或透过联交所子公司) 向上交所及/或深交所披露、转移及提供客户及联交所发布的交易所规则第 537 条所述客户及其他人士的数据及个人资料。为免生疑问，客户同意并承认或会于联交所或上交所及/或深交所透过联交所向本公司要求时，本公司会根据适用法律(包括香港法例第 486 章个人资料（私隐）条例)披露、转移及提供有关客户的资料及个人资料。
- 3.11 If the Client places any orders to the Company outside Hong Kong (irrespective of whether such orders would be placed by way of Internet Securities Trading Services), the Client agrees to ensure and represents that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees that when in doubt, the Client shall consult with legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that the Company shall not be liable for any of such cost.
- 3.12 倘客户向本公司发出任何指令的地点为香港以外的地方（不论是否以互联网交易方式进行），客户同意确保及表明该等指令的发出将遵从于客户发出指令的有关司法管辖区的任何及一切适用法律，而客户更同意遇有疑问时，应向有关司法管辖区咨询或取得法律及专业意见。客户同意支付就有关任何指示可能须缴付税项或收费，本公司并不须就该等费用负上任何责任。

#### 4. Order and Order Recording 买卖指示及记录买卖指示

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

本公司可接纳客户（或其授权人士）用互联网证券交易服务或电话方式指示买卖。本公司亦可接纳客户亲临本公司办公室填写本公司的买卖证券指示表格。全部的指示，本公司将以其次序前后盖上网章或以电子方式记录。为免生疑问，客户同意客户应首先以互联网证券交易服务方式下盘。客户明白及承认当互联网证券交易服务因任何原因而未能提供，客户将以电话方式下盘。为免生疑问，客户有权可透过电话或亲身在本公司下盘。

- 4.2 The Client acknowledges, confirms and agrees that the Client shall be required to follow SSE's trading hours to trade SSE Securities and/or SZSE's trading hours to trade SZSE Securities (as the case may be) and the mechanism of order placement as published from time to time by SSE and SZSE and such details would be posted on the Company's website. The Client acknowledges, confirms and agrees that the Client would view such details on the Company's website and would be familiarized with such matters and the Client would ask the Company for the matters in relation thereto, if the Client has any query thereof.

客户明白、承认及同意客户将遵守上交所及/或深交所的交易时间买卖沪股及深股（视具体情况而定）及上交所及/或深交所不时发布买卖下盘的机制及不时在本公司网站发布的有关详情。客户明白、承认及同意客户将于本公司网站查看该等详情及将熟习有关事宜及如客户有任何查询，客户会向本公司询问有关事项。

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

客户承认在上交所及/或深交所交易的 A 股须受价格限制，价格限制一般为不超过前一日收市价的 $\pm 10\%$ （被纳入风险警示板的沪股及深股（即 ST 股票及\*ST 股票）的价格限制为 $\pm 5\%$ ），而北向交易将遵循同样的规则。客户亦承认联交所将会设立买盘订单的动态价格（按上交所及/或深交所不时公布）检查，买盘输入价低于动态价格百分比的买盘订单将被拒绝受理。

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

客户承认及同意所有下盘指示有效到当日及如客户想再下盘，客户须于翌日下新的下盘指示，客户承认只有限价方式下盘指示才被北向交易接受。

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

客户承认如客户欲修改已发出的北向交易指示，必须先取消原有指示，然后根据当时额度余额情况发出新的指示，并重新排队。

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

客户承认所有沪股及深股买盘每手均必须以上交所及深交所所定订股数以整手落买盘。仅卖盘可接纳碎股，而所有碎股必须以单一卖盘出售。因此，完整买卖单位的买盘订单与碎股卖盘相撮合形成碎股交易

的情况亦属常见。客户承认与香港市场不同，上交所及 / 或深交所（视具体情况而定）收到的完整买卖单位的订单与碎股订单是在同一交易平台撮合，并在同一价位竞价。沪股及深股最大买卖盘为100万股，最低上落价位划一为人民币0.01元。

- 4.7 The Client acknowledges and agrees that Company may have the right to cancel client's orders in case of contingency such as hoisting of Typhoon Signal No.8 in Hong Kong;  
客户承认本公司有权于紧急情况（如香港悬挂八号台风讯号）下取消客户订单。
- 4.8 The Client acknowledges and agrees that the Company may not be able to send in client's order cancellation requests in case of contingency such as when SEHK loses all its communication lines with SSE and/or SZSE (as the case may be), etc. and Clients should still bear the settlement obligations if the orders are matched and executed.  
客户承认及明白在紧急情况（例如联交所失去与上交所及 / 或深交所（视具体情况而定）的所有联络渠道等）下，本公司或未能发出客户的取消买卖盘指令；在该等情况下，如订单经已配对及执行，客户须承担交收责任。
- 4.9 In the event of receipt of conflicting instructions, the Company may refuse to act on any of the instructions until the Company has received unequivocal instructions.  
倘若本公司收到互相抵触的指示时，本公司可拒绝执行任何此等指示，直至接到明确的指示为止。
- 4.10 The Client acknowledges and agrees that SEHK may upon SSE's request and/or SZSE's request, require the Company to reject orders from the Client.  
客户承认及同意联交所或会应上交所及/或深交所要求，要求本公司拒绝处理客户订单。
- 4.11 The Client acknowledges that SEHK has the power not to extend the China Connect Service to the Client and the power to require the Company not to accept instructions from them, if it is found that the Company or any of its clients, including the Client (as the case may be) has or may have committed any abnormal trading conduct set out in or fail to comply with the SSE Rules, SZSE Rules and the laws and regulations referred to in the Special Rules.  
客户承认倘发现本公司或其客户，包括客户（视具体情况而定）曾经或可能触犯上交所规则、深交所规则及特别规则所述的法律及规例所载的不寻常交易活动、或未有遵守上交所规则、深交所规则，及特别所述的法律及规例，联交所所有权不向客户提供中国通服务及有权要求本公司不接受客户指示。
- 4.12 The Client agrees that the Client will only place sale orders with the Company in respect of securities which the Client presently owns.  
客户同意只会就客户当时实际拥有的证券向本公司发出沽售指令。
- 4.13 The Company may, in the Company's absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by the Client arising out of such refusal.  
本公司有绝对酌情权决定拒绝客户的指示而无须对此作出解释，并且在任何情况下无须对客户因此拒绝所引致的利润损失、损失、经济责任、支出或费用作出负责。
- 4.14 The Company may record telephone conversation in connection with receiving orders and instructions through the Company's telephone recording system. The Client acknowledges that such records are the Company's sole property and they will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.  
客户同意本公司可通过本公司的电话录音系统记录电话交谈中有关买卖指示。客户承认该记录由本公司拥有，并接受如有纠纷时，此录音为最后及最终之证据。
- 4.15 Where a discrepancy occurs between instructions given by telephone or any other means, including any subsequent written confirmation, the Company's record of the telephone instruction shall prevail.  
凡经电话发出的指示与以其他方式发出的指示，包括随后的书面确认有差异时，则须以本公司的电话录音指示记录为准。
- 4.16 For the avoidance of doubt, the Company is only obliged to keep the telephone recordings up to the retention period in accordance with regulatory requirements in Hong Kong.  
为免生疑问，本公司只有责任将电话记录存放至按照香港监管要求的存放期。

## 5. Trades and Settlement

### 交易及结算

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

本公司有权要求客户按本公司不时的通知，在执行其任何北向交易的指示前存入现金和 / 或证券。客户必须于交易日的前一日存入沪股及 / 或深股（视具体情况而定）予沪港通 / 深港通保证金账户里，否则客户不能在当天沽售沪股及 / 或深股（视具体情况而定）。

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

客户明确承认及同意所有沪股及深股以人民币进行交易及结算，客户需备有足够的人民币资金以进行沪股及 / 或深股交易。若客户存入沪港通 / 深港通保证金账户非人民币，客户须按本公司自行决定的当日有关交易的外汇汇率，实时支付本公司的外汇兑换损失（如有）及银行服务费及任何因找换外汇成人民币所引致的其他费用。

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

客户明确承认及同意在上述第 5.1 条条文所约束下，北向交易将设有交易前检查，如客户拟于个别交易日出售股份，须于该交易日开市前将股份转移至本公司的相应中央结算系统户口。

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

所有北向交易必须在上交所及/或深交所进行，不可进行场外交易或非自动对盘交易。

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

除非本公司在结单或其他确认单据内注明以自己本身名义进行交易外，本公司将以客户的代理人身份进行交易。

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

北向交易将根据特别规则进行交收。除特别规则有变更外，北向交易将于 T+1 日进行结算，或由上交所及 / 或深交所（视具体情况而定）规定的任何之结算日。

## 6. Short Selling

### 沽空

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

除根据特别规则及 / 或适用法律的借贷要求沽空外，客户承诺不会通过本公司进行任何沽空指示。

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

只有名列可卖空的合资格沪股通证券名单及合资格深股通证券名单（由联交所不时公布）的中华通证券方可成为透过中华通服务落盘的卖空盘所涉及的证券。联交所将于香港交易所网站或透过其认为适当的其他方式刊发可卖空的合资格沪股通证券名单及合资格深股通证券名单，并不时更新或修改名单。

7. No day trade  
不容许回转交易

- 7.1 The Client acknowledges and agrees that no day trading (turnaround trading) is allowed for SSE Securities and SZSE Securities, i.e. the SSE Securities and/or SZSE Securities purchased by the Client cannot be sold before settlement.  
客户承认及同意沪股及深股是不容许回转交易，即客户不可在结算前沽售买入的沪股及深股。

8. Foreign shareholding restriction  
境外持股量限制

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

客户承认及明白倘因沪港通而导致合计境外持股量超出限额（由适用法律上及上交所规则订定），上交所将通知联交所须于五个交易日内或由上交所规定的任何之其他交易日内出售的股份数目。按照「后进先出」的准则，联交所将识别出所涉及的相关交易，并要求本公司（如适用）辨别所涉及的客户并于联交所指定时限内出售股份。客户确认、承认及同意倘客户并无于指定时限前出售股份，本公司须根据交易所规则（包含规定以符合内地强制出售安排）强制出售有关客户的股份。为免生疑问，客户明确同意本公司获客户授权于有需要时执行此强制出售安排。客户亦承认及明白当一间上交所挂牌公司之合计境外持股量在超出限额前达到某百分比，联交所会于收到上交所通知后，在切实可行的情况下尽快暂停接受该公司沪股之进一步买盘订单，直至上交所表示境外投资者的持股量总额降至低于某百分比为止。

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

客户承认及明白根据中国内地的规定，单一境外客户对单一上市公司的持股比例，不得超过该上市公司股份总数的10%或由适用法律上及交易所规则订定的上市公司股份总数的其他百分比。客户承认及同意客户须自行确保持股比例不超过相关规定。客户承认及同意倘因沪港通而导致客户境外持股量超出单一境外客户限额（由适用法律及上交所规则订定），客户须根据本公司的通知（由上交所透过联交所通知）而进行强制出售安排。客户确认、承认及同意倘客户并无于指定时限前出售股份，本公司须根据交易所规则（包含规定以符合内地强制出售安排）强制出售有关客户的股份。为免生疑问，客户明确同意本公司获客户授权于有需要时执行此强制出售安排。

- 8.3 The Client acknowledges and understands that if the aggregate foreign shareholding limit (as set by Applicable Laws and/or SZSE Rules) is exceeded due to trading in SZSE Securities through Shenzhen-Hong Kong Stock Connect, SZSE will notify SEHK the number of shares that are subject to forced sale within 5 trading days or other trading days as stipulated by SZSE. On a last-in-first-out basis, SEHK will identify the relevant trades involved and request the Company (if applicable) to require the clients concerned to sell the shares within the timeframe as stipulated by SEHK. The Client confirms, acknowledges and agrees that if the Client fails to sell the Client's relevant shares before the stipulated deadline, the Company will be required to force-sell the shares for the

Client in accordance with the Rules of SHEK, which contain provisions aimed at complying with the Mainland forced-sale regulations. For the avoidance of doubt, the Client expressly agrees that the Company is authorized to comply with the forced-sale arrangement where applicable. The Client also acknowledges and understands that when the aggregate foreign shareholding in a SZSE-listed company reaches the certain percentage before exceeding the aggregate foreign shareholding limit, SEHK will as soon as practicable after notification by SZSE, suspend accepting further buy orders on the SZSE Securities of that company, until the aggregate shareholding of foreign investors is reduced to certain percentage as advised by SZSE.

客户承认及明白倘因深港通而导致合计境外持股量超出限额（由适用法律及深交所规则订定），深交所将通知联交所须于五个交易日内或由深交所规定的任何其他交易日内出售的股份数目。按照「后进先出」的准则，联交所将识别出所涉及的相关交易，并要求本公司（如适用）辨别所涉及的客户并于联交所指定时限内出售股份。客户确认、承认及同意倘客户并无于指定时限前出售股份，本公司须根据交易所规则（包含规定以符合内地强制出售安排）强制出售有关客户的股份。为免生疑问，客户明确同意本公司获客户授权于有需要时执行此强制出售安排。客户亦承认及明白当一间深交所挂牌公司之合计境外持股量在超出限额前达到某百分比，联交所会于收到深交所通知后，在切实可行的情况下尽快暂停接受该公司深股之进一步买盘订单，直至深交所表示境外投资者的持股量总额降低至低于某百分比为止。

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

客户承认及明白根据中国内地的规定，单一境外客户对单一上市公司的持股比例，不得超过该上市公司股份总数的10%或由适用法律及深交所规则订定的上市公司股份总数的其他百分比。客户承认及同意客户须自行确保持股比例不超过相关规定。客户承认及同意倘因深港通而导致客户境外持股量超出单一境外客户限额（由适用法律及深交所规则订定），客户须根据本公司的通知（由深交所透过联交所通知）而进行强制出售安排。客户确认、承认及同意倘客户并无于指定时限前出售股份，本公司须根据交易所规则（包含规定以符合内地强制出售安排）强制出售有关客户的股份。为免生疑问，客户明确同意本公司获客户授权于有需要时执行此强制出售安排。

## 9. Indemnity and liability

### 弥偿及责任

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

客户承认及同意本公司、本公司客户或任何第三方若因或就北向交易或 CSC 而直接或间接蒙受任何损失或损害，香港交易所、联交所、联交所子公司、上交所、上交所子公司、深交所及深交所子公司以及其各自的董事、雇员及代理人概不负责或承担任何法律责任。

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

客户承认及同意客户因或就本协议及北向交易或 CSC 而直接或间接蒙受任何损失或损害，本公司或本公司的任何董事、行政人员、雇员或代理人概不负责或承担任何法律责任。

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

客户承担弥偿本公司及本公司的董事、高级人员、雇员及代理人根据客户指示处理在本协议范围内的交易或任何任务而招致的所有针对本公司及上述人士的申索、诉讼、行动、法律程序、损害赔偿、或损失、讼费及费用、而并不影响本公司可行使的留置权、抵销权利或其他权利。

10. Risk Disclosure Statement  
风险披露声明书

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

除在帐户协议所述的风险披露声明书外，客户承认、接受及明白有关北向交易以下风险：

- (a) The trading is subject to the Special Rules and Applicable Laws and the Client should be familiarized with the Special Rules and Applicable Laws before such trading;  
交易必须根据特别规则及适用法律进行及客户须于交易前熟习特别规则及适用法律；
- (b) The risks of SH Northbound trading shall include but not limited to prohibition of trading SSE Securities, being liable or responsible for breaching the SSE Listing Rules, SSE Rules and other applicable laws and regulations;  
沪港北向交易的风险将包括但不限于买卖沪股的禁限、对违反上交所上市规则、上交所规则及其他适用法律及规例负责或承担法律责任；
- (c) The risks of SZ Northbound trading shall include but not limited to prohibition of trading SZSE Securities, being liable or responsible for breaching the SZSE Listing Rules, SZSE Rules and other applicable laws and regulations;  
深港北向交易的风险将包括但不限于买卖深股的禁限、对违反深交所上市规则、深交所规则及其他适用法律及规例负责或承担法律责任；
- (d) The losses arising from Northbound trading in relation to SSE Securities and/or SZSE Securities can be substantial in particular such trading is subject to restriction under the Special Rules and Applicable Laws;  
买卖沪股证券及深股证券的损失可能极大，尤其是该等交易必须根据特别规则及适用法律进行；
- (e) Although the Client participating in the trading through the Company will continued to be protected by Hong Kong laws, the Investor Compensation Fund in Hong Kong will not cover Northbound trading and any related matters;  
虽然客户透过本公司进行交易将仍受香港法律保障，然而香港的投资者赔偿基金并不涵盖北向交易及任何有关事宜；
- (f) The Client's instructions to trade in SSE Securities and/or SZSE Securities may not be accepted and that they may be liable to regulatory investigations and the relevant legal consequences if they are in breach of or fail to comply with the SSE Rules and/or SZSE Rules (as the case may be) and the laws and regulations referred to in the Special Rules.  
客户于沪股证券交易及/或深股证券交易的指示或会不被接受及该等指示倘违反上交所规则及/或深交所规则(视具体情况而定)、法律及规则,客户或会接受监察调查及负上有关法律责任；
- (g) The Client cannot place any buy order when Daily Quota for SH Northbound trading and/or SZ Northbound trading has/have been used up;  
每日额度用尽,客户将不被接受沪港北向交易及深港北向交易买盘订单；
- (h) Northbound trading will only operate on days when both markets (SEHK and SSE for SH Northbound trading; SEHK and SZSE for SZ Northbound trading) are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the Mainland market but Hong Kong Client cannot carry out any Northbound trading. The Client should take note of the days Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect are open for business and decide according to the Client's own risk tolerance capability whether or not to take on the risk of price fluctuations in eligible A-shares during the time when Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect (as the case may be) is not trading;  
由于北向交易只有在两地市场(沪港北向交易为联交所及上交所；深港北向交易为联交所及深交所)均为交易日、而且两地市场的银行在相应的款项交收日均开放时才会开放，所以有可能出现内地市场为正常交易日、而香港客户都不能进行北向交易的情况。客户应该注意沪港通及深港通的开放日期,并因应自身的风险承受能力决定是否在沪港通及/或深港通(视具体情况而定)不交易的期间承担合格 A 股价格波动的风险；
- (i) For the client who usually keeps the Client's eligible A-shares outside of their brokers, if they want to sell certain eligible A-shares they hold, they must transfer those A-shares to the respective accounts of the Company one day before the day of selling (T day) pursuant to this Agreement. If the Client fails to meet

this deadline, they will not be able to sell those A-shares on T-day;

对于那些一般将合格A股存放于券商以外的客户而言，如果需要沽出所持有的某些A股股票，必须在不晚于沽出当天(T日)开市前成功将该A股股票转至券商帐户中。如果客户错过了此期限，他/她将不能于T日沽出该A股；

- (j) When a stock is recalled from the scope of eligible stocks for trading via Shanghai-Hong Kong Stock Connect and/or Shenzhen-Hong Kong Stock Connect (as the case may be) for whatsoever reason(s), the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Client. The Client should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by both SEHK and SSE for SH Northbound trading; SEHK and SZSE for SZ Northbound trading;

当一些原本为沪港通及/或深港通(视具体情况而定)合格股票由于前述原因被调出沪港通及/或深港通范围时，该股票只能被卖出而不能被买入。这对客户的投资组合或策略可能会有影响。客户需要密切关注联交所与上交所为沪港北向交易及联交所与深交所为深港北向交易所提供及不时更新的合格股票名单；

- (k) China is considered an emerging market and investments in the China market may be subject to greater economic, political, tax, foreign exchange, regulatory, volatility and liquidity risks, than that in more developed countries; and

中国被认为是新兴市场，与发展较成熟的国家相比，在中国市场的投资或须承受较高的经济、政治、税务、外汇、规管、波动性及流动性风险；及

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

在开始北向交易之前，客户先要清楚了解客户必须缴付的所有交易安排及限制、佣金、费用或其他收费。这些费用将直接影响客户可获得的净利润（如有）或增加客户的亏损。

- 10.2 If the Client is an Institutional Professional Investor or the Client is entitled to trade in the stocks on ChiNext Board of SZSE, the Client further understands and acknowledges the additional risks involved thereof as follows: 倘若客户是机构专业投资者或是有资格投资深交所的创业板市场，客户在创业板市场投资证券客户须承认、接受及明白有关以附加下风险：

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

创业板市场上市公司（例如：创新或中小型企业）通常处于其发展初段，营运规模较小，营运历史亦较短，业务模式较为不成熟及风险管理能力较弱，而且其业务通常有较高的不确定性及其表现较为波动。因此其稳定性及抵抗市场风险的能力或会较低。

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

鉴于在创业板市场上市的公司的新兴性质及其行业聚焦于科学发展、创新及传媒行业，任何科学发展过程失败可能导致该等公司蒙受损失。

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

鉴于在创业板市场上市的公司的新兴性质，存在着在创业板市场买卖的证券可能较在深交所主板市场及中小企业板市场买卖的证券更容易受到较高市场波动所影响的风险。

- 10.3 The Client expressly acknowledges and confirms that the Client has read and understood and accepted the risks in respect of securities trading and trading securities denominated in RMB as stipulated in the Cash Client's Agreement. The Client further expressly acknowledges and understands that Northbound trading shall be settled in RMB and the Client shall have sufficient RMB funds to settle the transactions of Northbound trading. 客户在此承认及确认客户已详阅在保证金客户协议所载的有关证券交易及有关人民币计值买卖证券的风险。客户清楚承认及明白北向交易将以人民币进行交易，客户需备有足够的人民币资金以进行北向交易结算。



- 10.4 The Client acknowledges, understands and accepts the risks of client assets received or held outside Hong Kong as stipulated in the Cash Client's Agreement (Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong).

客户承认、明白及接受在保证金客户协议所载的在香港以外地方收取或持有的客户资产的风险（持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》（第 571 章）及根据该条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障）。

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

客户在此明白及承认上述第10.1条至第10.4条的简单声明书及在帐户协议所述的风险披露声明书并未能完全披露所有有关北向交易的风险及其他事项。鉴于交易有风险，客户必须了解北向交易之性质及客户所能承担有关一切之风险程度，才进行北向交易。

## 11. Notice to the Client

### 客户注意事项

- 11.1 The Client acknowledges and understands that:

客户承认及明白:

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

北向交易受特别规则不时刊发沪港北向交易及深港北向交易的跨境投资的每日额度限制。每日额度限制沪港北向交易及深港北向交易下每日跨境交易的最高买盘净额。北向每日额度余额将每隔 1 分钟在香港交易所网站上更新。若沪港北向交易及深港北向交易的每日额度于连续竞价时段而用尽，日内余下时间将不再接受买盘订单(已获接受的买盘订单不会因每日额度用尽受影响)，并将于下一个交易日恢复买盘交易。

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

沪股及深股发行公司现时均以简体中文发布公司文件。客户不可要求收取有关上交所挂牌公司的企业信息的印刷本。客户可透过上交所网站及四份官方指定报章（报纸及网站，包括：[www.cninfo.com.cn](http://www.cninfo.com.cn) (巨潮信息网)、上海证券报、证券时报、中国证券报及证券日报)或官方指定报章收取上交所挂牌公司的公司公告。客户不可要求收取有关深交所挂牌公司的企业信息的印刷本。客户可透过上交所网站及四份官方指定报章（报纸及网站，包括：[www.cninfo.com.cn](http://www.cninfo.com.cn) (巨潮信息网)、上海证券报、证券时报、中国证券报及证券日报)或官方指定报章收取深交所挂牌

公司的公司公告。客户承认在深圳创业板市场上市的发行人只须在其公司网站及官方指定网站上刊载若干企业公告。

- 11.1.3 As shares traded in SSE and SZSE are issued in scripless form, physical deposit and withdrawal of SSE Securities and SZSE Securities (as the case may be) into/from the CCASS Depository are not available.  
由于沪股股票及深股股票均以无纸化形式发行，中央结算系统证券存管处将不设实物股票记存及提取服务。
- 11.1.4 The cash dividend and/or bonus shares of SSE Securities and/or SZSE Securities may be subject to withholding tax as published by relevant authorities in Mainland China.  
沪股及深股的现金红利及 / 或红股或会受制于中国国内有关机构所公布的预扣税。
- 11.2 The Client further acknowledges that the Client has the disclosure obligation for holding SSE Securities and/or SZSE Securities as follows:  
客户进一步承认客户有以下持有沪股及 / 或深股的披露责任:
- 11.2.1 According to the Law of the PRC on Securities, when the Client holds or controls up to 5% of the issued shares of a Mainland listed company, the Client is required to report in writing to the CSRC and the relevant exchange, and inform the listed company within three working days. The Client is not allowed to continue purchasing or selling shares in that listed company during the three days.  
根据现行中国法律，当任何一名客户持有或控制中国上市发行人已发行股份达5%时，其须于三日内以书面形式向中国证监会及有关交易所汇报，并通知上市发行人。该客户将不得于该三日内买卖有关上市发行人的股份。
- 11.2.2 If Clause 11.2.1 is applicable, every time when a change in his shareholding reaches 5%, he is required to make disclosure (in the same manner as mentioned in Clause 11.2.1 above) within three working days. From the day the disclosure obligation arises to two working days after the disclosure is made, the Client may not buy or sell the shares in the relevant Mainland listed company.  
若上述第11.2.1条适用，就该客户而言，每当其持股量的增加或减少达至5%，即须于三日内作出披露（披露对象及方式同上）。由披露责任发生当日起至作出披露后两个工作日内，该客户不得买卖该上市发行人的股份。
- 11.2.3 If Clause 11.2.1 is applicable, a change in shareholding of the Client is less than 5% but results in the shares held or controlled by him falling below 5% of the relevant Mainland listed company, the Client is required to disclose the information within three working days.  
若上述第 11.2.1 条适用，该客户的持股量变动少于5%，但导致其所持或所控制该上市发行人的已发行股份总量低于5%，客户亦须于三日内披露有关信息。
- 11.3 The Client acknowledges, understands and agrees to the following Disclaimers:  
客户承认、明白及同意以下的免责声明书:
- 11.3.1 "SHANGHAI STOCK EXCHANGE ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS."  
上海证券交易所尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。
- 11.3.2 "SHENZHEN STOCK EXCHANGE ENDEAVOURS TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS."  
深圳证券交易所尽力保证所提供信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。
- 11.3.3 "THE STOCK EXCHANGE OF HONG KONG LIMITED, ITS HOLDING COMPANY AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANY ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY (WHETHER IN TORT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS."  
香港联合交易所有限公司、其控股公司及 / 或该等控股公司的任何附属公司均尽力保证所提供

信息的准确和可靠度，但不能确保其绝对准确和可靠，亦不对因信息不准确或遗漏而导致的任何损失或损害承担责任。

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

### 佣金、费用、征费、印花税及其他税项

- 12.1 The Client confirms and agrees that the Company will charge the commission for the Client's Northbound trading and the same (in RMB) will be charged and debited the SHSC/SZSC Margin Account. The details of such commission will be informed by the Company as posted on the Company's website from time to time.  
客户确认及同意本公司将向客户收取客户北向交易佣金，并从客户沪港通 / 深港通保证金账户中扣除该佣金(人民币)。有关该佣金的详情不时在本公司网站通知客户。
- 12.2 The Client acknowledges and agrees that SSE Securities trading under Shanghai-Hong Kong Stock Connect will be subject to SSE's Handling Fee and Securities Management Fee together with China Clear's "Transfer Fee". The above fees will be paid to SSE, the relevant China Connect Clearing House or the relevant governmental or regulatory bodies in Mainland China, as the case may be and all such fees shall be in RMB. The details of such fees will be informed by the Company as posted on the Company's website from time to time. The Client agrees that all such fees will be debited to SHSC/SZSC Margin Account.  
客户承认及同意客户透过沪港通买卖沪股将须缴纳现行的经手费及证管费以及过户费。以上费用将支付给上交所、相关中华通结算所或中国内地的相关政府或监管机构（视具体情况而定）。及该等费用将以人民币支付。有关该等费用的详情不时在本公司网站通知客户。客户同意该等费用将从客户沪港通/深港通保证金账户中扣除。
- 12.3 The Client acknowledges and agrees that and/or SZSE Securities trading under Shenzhen-Hong Kong Stock Connect will be subject to SZSE's Handling Fee and Securities Management Fee together with China Clear's "Registration and Transfer Fee". The above fees will be paid to SZSE, the relevant China Connect Clearing House or the relevant governmental or regulatory bodies in Mainland China, as the case may be and all such fees shall be in RMB. The details of such fees will be informed by the Company as posted on the Company's website from time to time. The Client agrees that all such fees will be debited to SHSC/SZSC Margin Account.  
客户承认及同意客户透过深港通买卖深股将须缴纳现行的经手费及证管费以及登记及过户费。以上费用将支付给深交所、相关中华通结算所或中国内地的相关政府或监管机构（视具体情况而定）及该等费用将以人民币支付。有关该等费用的详情不时在本公司网站通知客户，客户同意该等费用将从客户沪港通 / 深港通保证金账户中扣除。
- 12.4 The Client acknowledges and agrees that certain existing CCASS fees still apply, including stock settlement fee for settlement instructions and money settlement fee. Subject to the SFC's approval, HKSCC will also impose a new CCASS fee (in HKD), called "Portfolio fee", on the Company for providing depository and nominee services for their SSE Securities and/or SZSE Securities held in CCASS. The Portfolio Fee will be collected in HKD on a monthly basis. The details of the Portfolio Fees will be informed by the Company as posted on the Company's website from time to time. The Client expressly confirms and agrees that such the Portfolio Fees will be debited to the Client's Margin Account maintained with the Company in HKD and then transferred to SHSC/SZSC Margin Account on a monthly basis. In the event that the Client's Margin Account does not have sufficient funds for settling the Portfolio Fee, the Client agrees that the Company will debit the Client's Cash Account maintained with the Company for such fee.  
客户承认及同意某些中央结算系统费用将仍然适用于北向交易股票，包括与交收指示相关的股份交收费用以及款项交收费用。另外，待证监会批准后，香港结算将提供存管及代理人服务代本公司持有北向交易股票。香港结算计划将对此服务推出新的「证券组合费」。证券组合费将按月以港币收取。有关该证券组合费的详情将不时在本公司网站通知客户。客户清楚确认及同意该证券组合费将按月从客户在本公司维持的保证金账户中扣除，再转账至沪港通/深港通保证金账户。若客户的保证金账户没有足够的资金，客户同意本公司将从客户在本公司维持的现金账户中扣除。
- 12.5 The Client acknowledges and agrees that taxes imposed by the State Administration of Taxation (SAT), including stamp duty and dividend tax will also be applied to the Northbound trades and SSE Securities acquired through Shanghai-Hong Kong Stock Connect and SZSE securities acquired through Shenzhen-Hong Kong Stock Connect. Any additional tax imposed by the SAT, if applicable, will be subject to further clarification with the SAT. The Client agrees that such the stamp duty will be debited to SHSC/SZSC Margin Account. The Client acknowledges that dividend tax arising from SSE Securities and/or SZSE Securities would be withheld by the relevant SSE listed company or SZSE listed company (as the case may be) before the payment of dividend.  
客户承认及同意国家税务总局就上交所交易及 / 或深交所规则所收取的税项，包括交易印花税及股息税，亦将适用于北向交易及透过沪港通 / 深港通买入的北向交易股票。就国家税务总局规定的其他税项（如适用），香港交易所将与国家税务总局进一步磋商。客户同意印花税将从客户沪港通 / 深港通保证金账

户中扣除。客户承认沪股股息税及 / 或深股股息税将在上交所上市的公司或深交所上市的公司（视具体情况而定）支付股息前扣起。

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

有关沪股及深股的企业行为

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

客户同意客户将注意并遵守本公司不时指定的安排与指定限期，以参与沪股通及 / 或深港通股票的企业行为。

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

上交所及深交所的中华通服务运作时间（熔断机制）

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

在不影响联交所规则第14A03(2)条的情况下，中华通证券的交易执行须遵守上交所规则的规定（包括熔断机制条文）。任何上交所交易日若实施上交所熔断机制，透过上交所市场系统执行交易的活动即告暂停，暂停时间长短按熔断机制条文所载规定。此外，在任何上交所交易日的连续竞价时段撤销上交所熔断机制或会令交易透过集合竞价执行。

- 14.2 Without prejudice to Rule 14B03(2) of SEHK Rules, the execution of trades in China Connect Securities is subject to the SZSE Rules including the Circuit Breaker Provisions. Imposition of a SZSE Circuit Breaker on any SZSE trading day will result in the suspension of the execution of trades through the SZSE Market System for such period or periods as set out in the Circuit Breaker Provisions. Further, the lifting of a SZSE Circuit Breaker during a Continuous Auction session of any SZSE trading day may result in trades being executed through call auction.

在不影响联交所规则第14B03(2)条的情况下，中华通证券的交易执行须遵守深交所规则的规定（包括熔断机制条文）。任何深交所交易日若实施深交所熔断机制，透过深交所市场系统执行交易的活动即告暂停，暂停时间长短按熔断机制条文所载规定。此外，在任何深交所交易日的连续竞价时段撤销深交所熔断机制或会令交易透过集合竞价执行。

15. Input and cancellation of China Connect orders while a SSE Circuit Breaker or a SZSE Circuit Break is in effect

在上交所及深交所熔断机制生效期间输入及取消中华通买卖盘

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

除联交所另有决定外，在熔断机制条文允许于熔断机制生效期间从上交所市场系统接收或向上交所市场系统传送有关中华通证券的买卖盘的情况下，中华通交易所参与者在此期间可如常透过中华通服务输入中华通买卖盘。尽管如此，中华通交易所参与者接受在任何上交所交易日实施上交所熔断机制将导致联交所规则第14A03(2A)条所述的暂停透过上交所市场系统执行交易。

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

除联交所另有决定外，在熔断机制条文允许于熔断机制生效期间取消有关中华通证券的买卖盘的情况下，中华通交易所参与者在此期间可如常透过中华通服务输入取消中华通买卖盘的要求。尽管如此，如联交所规则第1422条规定，除非相关上交所市场系统发出取消确认，任何中华通买卖盘概不应视为已取消。不论任何理由，若中华通交易所参与者要求取消的中华通买卖盘并无被取消，联交所及联交所子公司概

毋须承担任何责任。

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

除联交所另有决定外，在熔断机制条文允许于熔断机制生效期间从深交所市场系统接收或向深交所市场系统传送有关中华通证券的买卖盘的情况下，中华通交易所参与者在此期间可如常透过中华通服务输入中华通买卖盘。尽管如此，中华通交易所参与者接受在任何深交所交易日实施深交所熔断机制将导致联交所规则第 14B03(3)条所述的暂停透过深交所市场系统执行交易。

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

除联交所另有决定外，在熔断机制条文允许于熔断机制生效期间取消有关中华通证券的买卖盘的情况下，中华通交易所参与者在此期间可如常透过中华通服务输入取消中华通买卖盘的要求。尽管如此，如联交所规则第1422条规定，除非相关深交所市场系统发出取消确认，任何中华通买卖盘概不应视为已取消。不论任何理由，若中华通交易所参与者要求取消的中华通买卖盘并无被取消，联交所及联交所子公司概毋须承担任何责任。

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

只适用深港北向交易及深股之条款

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

除联交所另有公布外，深交所的创业板市场的股票只可由机构专业投资者买卖。

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

于在开市集合竞价时段(09:20至09:25 或其他由深交所规定交易时间)，深交所不接受取消买卖盘的指令。

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

深港北向交易在交易时间内将有收盘集合竞价时段(14:57至15:00 或其他由深交所规定交易时间)。在收盘集合竞价时段，深交所不接受取消买卖盘的指令。

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

可通过深港通进行北向交易的合资格证券为以下深股：

- (a) Constituents of  
指数成份股组成为：

- (i) SZSE Component Index;  
深证成份指数；

- (ii) SZSE Small/Mid Cap Innovation Index; and  
深证中小创新指数成份股；及

- (iii) with market capitalization at least RMB6 billion or other amount of market capitalization as stipulated by SEHK; and  
有市值不少于人民币60亿元的成份股

- (b) All the SZSE-listed A shares which have corresponding H shares listed on SEHK.  
有相关H股在联交所上市的所有深交所上市A股。

## 17. General

### 一般事项

- 17.1 Where any conflict arises between the Account Agreement(s) and the provisions of this Agreement, the provisions of this Agreement shall prevail. The Client hereby agrees, confirms and acknowledges that this Agreement forms an integral part of the Account Agreement.  
如帐户协议与本协议之条款有任何冲突，以后者之条款为准。客户在此同意、承认、确认本协议为帐户协议组成之一部份。
- 17.2 In the event of any dispute between the parties, the Client agrees that the records of the Company (including Internet Securities Trading records, if applicable) shall prevail.  
倘若双方出现任何争议，客户同意以本公司的记录（包括互联网证券事务历史记录，如适用）为准。
- 17.3 The Company may change the terms in this Agreement from time to time by giving the Client reasonable notice in writing or via Internet Securities Trading Service (if applicable).  
本公司可不时修改本协议之条款，并会以书面方式或透过互联网证券交易服务（如适用）向客户发出合理通知。
- 17.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires: 本协议标题之加入，只供参考及将不能影响本合同的结构及解释。在本合约中，除非内容另有指明外：
- (a) words denoting the singular include the plural and vice versa; and  
文字包括众数及单数；及
  - (b) words importing one gender include every gender.  
文字包括所有性别。
- 17.5 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.  
本协议之中英文版本文义如有歧义，请以英文版本为准。

## 18. Governing Law

### 法律

- 18.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.  
本协议受香港法律管辖，并按照香港法律诠释，而双方均不可撤销地愿受香港法院的专属司法管辖权管辖。
- 18.2 For the avoidance of doubt, the Transactions are subject to Applicable Laws and the Special Rules as stipulated herein.  
为免生疑问，交易将受在此定订的适用法律及特别规则所约束。

**TAX INFORMATION AND COMMON REPORTING STANDARD ADDENDUM TO THE CLIENT'S  
AGREEMENT**  
**客户协议书的税务信息与共同汇报标准附件**

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

「帐户」指根据以上协议的规定，任何以客户名义开立或开立并维持的账户；

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

「帐户数据」指关于帐户的任何数据，包括但不限于帐户号码、帐户结余或价值、帐户的总收入和收支。

“Applicable Laws and Regulations” means:

「适用法律法规」指：

- (i) any applicable local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, (including those relating to CRS, FATCA or an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and  
任何适用的本地或外地法律、宪法、法例（例如该条例）、法规、付款要求、指示、指引、守则、实务守则（例如证监会的操守准则）、指引说明、规则、附例、惯例和相关市场、政府或监管机构、交易所、结算所及 / 或其他机构的惯例、使用、裁断、解释、标准、征费及 / 或行政要求（包括有关共同汇报标准，FATCA或不论是否与两个或以上司法管辖区的政府或 监管机关之间订立的政府与政府间的协议有关的）；及
- (ii) any agreements between ZH Securities Limited or its Affiliates (or that of any other ZH Group Companies, as the case may be) and any government or taxation authority in any jurisdiction; and including but not limited to FATCA, CRS and any agreement entered into by any ZH Group Company and any applicable intergovernmental agreement entered into pursuant to FATCA or CRS).  
中昊证券 / （或任何其它中昊集团公司）与任何司法管辖区的任何政府或税务机关之间的协议（包括但不限于任何其它中昊集团公司按照FATCA或共同汇报标准而签订的任何协议）。

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

「机关」指不论在香港以内或以外的任何管辖区的任何全国、国家或当地政府、其任何政治分部、任何代理、机关、媒介（不论是司法还是行政的）、监管或自我监管机构、执法机关、法院、中央银行或税务或税收机关。

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

「同意人士」指客户及除客户以外对于账户的各项付款有实益权益或财务权益的任何人。

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

「控权人」指对作为实体的客户行使控制权的自然人。就信托而言，「控权人」指属该信托的财产授予人、受托人、保护人(如有的话)、受益人或某类别受益人的成员的个人；及任何能对该信托的管理行使实际最终控制权的自然人，就并非信托的法律安排而言，「控权人」指处于相等或相似位置的人士。

“CRS” means

「共同汇报标准」指

- (i) the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard;  
or  
经济合作与发展组织财务帐户信息自动交换标准；或
- (ii) any legislation of any jurisdiction giving effect to, or otherwise relating to the aforementioned Common Reporting Standard.  
任何管辖区为实行上述标准而制订或以其他方式涉及上述标准的任何法律。

“ZSL” means ZH Securities Limited.  
「中昊证券」指中昊证券有限公司。

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

「各中昊集团公司」指中昊证券在FATCA下的任何联属实体(包括(但不限于)任何其他关联公司); 而「中昊集团公司」则指他们任何之一。

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

「FATCA」指美国的《1986年国内税收法》(不时修订、修改或补充)第1471至1474条以及任何联属、类似或相似的法例、条约、政府与政府间的协议、法规、指示或不论香港以内或以外的任何管辖区的任何机关的其他官方指引。

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

「人士」指个人、法团、公司、合伙业务、合资企业、信托、产业、有限责任公司、非法团组织或其他实体。

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

「个人资料」, 关于客户、任何控权人和任何同意人士而言:

- (i) (where the Client, and any Consenting Person is an individual, Personal Information include his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any ID and passport numbers, taxpayer identification number(s), social security number, nationality(ies), citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such information as ZSL and/or its Affiliates may reasonably require regarding the Client and any Controlling Person or Consenting Person;
- (ii) 如客户、任何控权人和任何同意人士是个人, 个人资料是指其全名、出生日期和地点、住址、邮递地址、联络数据(包括电话号码)、任何身份证及护照号码, 以及任何税务识别号码、社会保障号码、国籍、公民权、居民权及税务居地证或(如适用)中昊证券或/及其联属人合理要求提供关于客户、任何控权人和任何同意人士的资料;
- (iii) where the Client and any Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, mailing address, residency(ies), address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business or (if applicable) such information as ZSL and/or its Affiliates may reasonably require.  
如客户、任何控权人和任何同意人士是法团/实体, 是指其注册成立或组成的日期和地点、注册地址、业务地址或地点、税务识别号码、税务状况、税务居地、注册地址、邮件地址、居住地、业务地址或地点或(如适用)中昊证券或/及其联属人合理要求提供关于其每名大股东和控权人的数据。

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

「税务资料」, 就客户、任何控权人和任何同意人士而言, 指:

- (i) any documentation or information (and accompanying statements, waivers and consents as ZSL and/or its Affiliates may from time to time require or as the Client, any Controlling Person or Consenting Person from time to time give) relating, directly or indirectly, to the tax status of the Client, any Controlling Person or Consenting Person;  
直接或间接关于客户、任何控权人和任何同意人士的税务状况的任何文件或数据(以及中昊证券/或/及其联属人不时要求或客户、任何控权人和任何同意人士不时给予的随附报表、豁免及同意);
- (ii) Personal Information of the Client, any Controlling Person or Consenting Person; and  
客户、任何控权人和任何同意人士的个人资料; 及
- (iii) Account Information.  
帐户资料。

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



「OECD」指经济合作与发展组织。经济合作与发展组织为参与使用共同汇报标准的各国政府制定规则，规则详情可浏览经济合作与发展组织的自动交换数据（AEOI）网站上：[www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/)

1. The Client must provide ZSL and/or its Affiliates with its Personal Information, and where reasonably required by ZSL and/or its Affiliates, of any Controlling Person or Consenting Person, in such form and within such time, as ZSL and/or its Affiliates may from time to time require.  
客户必须按照中昊证券或 / 及其联属人不时要求的格式和时间，向中昊证券 / 或 / 及其联属人提供其个人资料，而如中昊证券或 / 及其联属人合理要求，同时提供任何控权人或任何同意人士的个人资料。
2. When there is a change or addition to its Personal Information, and, where applicable, of any Controlling Person or Consenting Person, the Client must update ZSL and/or its Affiliates promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.  
如其个人、任何控权人或任何同意人士资料有更改或增加及如适用时，客户必须及时（及无论如何不迟于更改或增加之后 30 天）向中昊证券或 / 及其联属人提供所更改或增加的数据。
3. The Client must, and, where applicable, procure such other Controlling Person or Consenting Person to, complete and sign such documents and do such things as ZSL and/or its Affiliates may reasonably require from time to time for purposes of compliance with any Applicable Laws and Regulations.  
客户必须及（如适用者）促使其他控权人或同意人士按照中昊证券或 / 及其联属人为了符合任何适用法律法规而不时提出的合理要求，填写和签署文件和作出事情。
4. The Client agrees that ZSL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to provide or confirm accuracy of their Personal Information without involving the Client if ZSL and/or its Affiliates reasonably consider it to be appropriate.  
客户同意，如中昊证券或 / 及其联属人合理认为合适，中昊证券或 / 及其联属人可直接要求任何其他控权人或同意人士提供他们的个人资料或确认他们的个人资料真确，而无须牵涉客户。
5. The Client agrees that any ZH Group Company may (i) collect and maintain information; (ii) report the Account or disclose Tax Information relating to himself and any other Controlling Person or Consenting Person to any Authority in any jurisdiction for the purpose of ensuring compliance with Applicable Laws and Regulations on the part of ZSL, its Affiliates, or on the part of any ZH Group Company.  
客户同意，任何中昊集团公司可以为了确保中昊证券一方、其联属人或任何中昊集团公司一方符合适用法律法规而(i)收集及维护资料；(ii)汇报其账户或披露关于他自己及任何其他控权人或同意人士的税务资料给任何管辖区内的任何机关。
6. The Client waives, and, where reasonably required by ZSL and/or its Affiliates, agree to procure any other Controlling Person or Consenting Person to waive, any applicable restrictions which would otherwise hinder ZSL's, its Affiliates', or any ZH Group Company's ability to disclose Tax Information in the manner described in paragraph 5.  
客户放弃并（如中昊证券或 / 及其联属人合理要求）同意促使任何其他控权人或同意人士放弃任何适用的限制，否则此等限制会阻碍中昊证券、或、其联属人或任何中昊集团公司按照第5段说明的方式披露税务数据的能力。
7. The Client agrees that ZSL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to agree to the reporting or disclosure described in paragraph 5 and/or waive any otherwise applicable restrictions on such disclosure, if ZSL and/or its Affiliates reasonably consider it to be appropriate.  
客户同意，如中昊证券或 / 及其联属人合理认为合适，中昊证券或 / 及其联属人可直接要求任何其他控权人或同意人士同意作出第5段说明的汇报或披露及 / 或放弃任何如非这样便适用的披露限制。
8. The Client agrees that ZSL and/or its Affiliates may take one or more of the following actions at any time if it considers necessary or desirable to comply with all Applicable Laws and Regulations:  
客户同意，如中昊证券或 / 及其联属人认为必要或合宜以符合所有适用法律法规，可以随时采取以下一种或多种行动：
  - (a) deduct from or withhold part of any amounts payable to the Client under the Account;  
自账户中部分扣减或预扣任何应付给客户的金额；
  - (b) terminate the Account and discontinue entirely or in part ZSL's relationship with the Client;  
终止账户和完全或部分中止中昊证券或/及其联属人与客户的关系；
  - (c) report or provide (whether before or after the termination of the Account) the Tax Information relating to the Client and/or any of the Controlling Person or Consenting Persons to such Authority in any jurisdiction, as may be required for ZSL and/or its Affiliates to ensure compliance with any Applicable Laws and Regulations.

为了中昊证券或 / 及其附属人确保符合任何适用法律法规的需要, (不论在账户终止之前或之后) 汇报或提供关于客户及/或任何控权人或同意人士的税务资料给任何管辖区的机关。

9. The Client confirms and agrees that, without prejudice to any other provisions of the Terms and Conditions: 客户确认并同意, 在不影响条款及条件的任何其他条文下:
- (a) he has read this Addendum, has received adequate explanation from ZSL (or the Client's broker, lawyer, or tax advisor, as applicable), and understands the implications of this Addendum by which he irrevocably agrees to be bound;  
他已阅读本附件、从中昊证券(或客户的经纪、律师或税务顾问(以适用者为准))方面收到足够的解释, 并且明白本附件的含意, 而他不可撤销地同意受其约束;
  - (b) any agreement, waiver, confirmations given in, or to be given pursuant to, this Addendum are irrevocable;  
本附件内或按照本附件而作出的任何协议、放弃或确认均不可撤销;
  - (c) no ZH Group Company, including ZSL nor its Affiliates, shall be liable for any costs or loss that the Client (or any other Controlling Person or Consenting Persons) may incur because of a ZH Group Company taking any actions permitted by or exercising any powers under this Addendum;  
任何中昊集团公司包括中昊证券或/及其附属人均无须对客户(或任何其他控权人或同意人士)因为某中昊集团公司采取本附件许可的任何行动或行使本附件下的任何权力而产生的任何费用或损失负责;
  - (d) the amount (if any) payable by ZSL and/or its Affiliates where ZSL and/or its Affiliates exercises its right to terminate the Account under this Addendum may differ from the amount payable where the Client surrenders or terminates the Account pursuant to other provisions of the Terms and Conditions;  
当中昊证券或 / 及其附属人行使本附件下的权利终止帐户时, 中昊证券/ 或 / 及其附属人应付的金额(如有) 可以与客户按照条款及条件的其他条文放弃或终止账户时应付的金额不同;
  - (e) the Client must obtain or, as the case may be, have obtained the requisite consent from each Controlling Person and/or Consenting Person for the provision of his/her Tax Information to ZSL and/or its Affiliates and the disclosure of any of such Tax Information by ZSL and/or any ZH Group Company under this Addendum;  
客户必须取得或(视情况而定)已经取得所需的每名控权人及/或同意人士的同意, 将其税务资料提供予中昊证券或 / 及其附属人, 以及让中昊证券/或任何中昊集团公司在本附件下披露任何此等税务资料;
  - (f) the Client must inform each Controlling Person and/or Consenting Person of ZSL 's and/or its Affiliates' powers under this Addendum;  
客户必须将中昊证券或 / 及其附属人于本附件下的权力通知每名控权人及/或同意人士; 及
  - (g) the Client agrees and warrants that it will provide accurate and complete Personal Information and Tax Information including any declaration of tax residency(ies) to ZSL under this Addendum;  
客户同意并保证将按照本附件向中昊证券提供真确及完整的个人资料和税务数据, 包括任何税务居地证声明;
  - (h) (h) the Client agrees that his obligation under this Addendum, including without limitation the obligation to provide information and documentation to ZSL and to notify ZSL within 30 days of any change in the Personal Information and Tax information relating to his account, constitutes a continuing obligation under the Terms and Conditions; and  
客户同意按照本附件列明的义务, 包括但不限于向中昊证券提供数据和文件的义务, 并于其个人资料及税务数据有任何更改后30 天内通知中昊证券, 以构成条款下的持续责任; 及
  - (i) ZSL and/or its Affiliates may report the Tax Information or disclose any and all information related to the Account to any government or tax authority (whether within or outside Hong Kong) and whether before or after the exercise of a termination right under this Account by ZSL.  
中昊证券或 / 及其附属人可以汇报税务数据或披露任何及所有关于帐户的资料给任何政府或税务机关, 不论该机关在香港以内或以外, 也不论是在中昊证券/或 / 及其附属人行使该账户下的终止权之前或之后。
10. The Client agrees that ZSL may gather, store, use, process, disclose and report to the any Authority or any other person such information (including any information relating to any of the Account(s) with ZSL and any transaction or dealing with the Client and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client) necessary or helpful for ZSL to comply, as a result of the Client's US tax status or the status of any beneficial owner of the Client, with any obligation that ZSL has or may become subject to in the future, whether in accordance with the provisions of any law, directive, regulation, rule, judicial or administrative order,

judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process, or assumed by ZSL pursuant to an agreement with the another Authority, to provide information or documentation, or necessary or helpful for ZSL to avoid or minimize the application of the FATCA Withholding Tax on payments that ZSL may receive or that ZSL may make to the Client.

客户同意中昊证券可收集、储存、使用、处理、向任何机关或任何其他人士披露及报告，可以或有助中昊证券，根据客户或任何客户的受益者之美国税务状况，遵循未来必须或可能承担的义务之信息(包括任何有关客户在中昊证券的账户及任何与客户间的交易或商业往来数据，以及任何客户的直接或间接受益者、受益人或控制人的个人资料)，此等义务包括依据任何法律、指令、法规、规则、司法或行政命令、判决、命令、政府法案、批准、裁定、令状或其他司法或行政执行的程序，或中昊证券与机关的约定，去提供数据或文件，或其他必须或有益的信息以使中昊证券在可能收取的款项或中昊证券/可能支付给客户的款项上，可以避免或减少FATCA扣缴税的应用。

11. The Client agrees to provide ZSL, within 90 days upon ZSL's request, with:

客户同意在收到中昊证券要求后90日内，提供：

- (a) any documentation or information relating to its identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client (including IRS Forms W-9, W-8BEN and W-8IMY or other self-declaration form);  
任何有关客户身份及税务状况以及任何客户的直接或间接受益者、受益人或控制人之文件或数据(包括IRS表格W-9, W-8BEN 与W-8IMY)；
- (b) any documentation or information relating to the direct or indirect ownership or holding of any of the Account(s) with ZSL or any product, service, assistance or support whatsoever provided by ZSL to the Client from time to time; and  
任何有关客户在中昊证券账户的直接或间接拥有者或持有者，或有关中昊证券不时提供客户之商品、服务、协助或资助等之文件或数据；
- (c) such written consents and waivers of applicable data protection legislation or other rules or regulations in a form provided or approved by ZSL from the Client's direct and indirect beneficial owners for the purpose of permitting ZSL to take the actions set forth in Clause 10.  
为了允许中昊证券执行第10条规定，由客户直接或间接受益者，以中昊证券同意或核准的表格，出具之豁免适用之个人资料保护法律或其他法例或规则之书面同意或豁免。

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

除非本文件内另有定义，否则所有大楷书写的字词应具有条款及条件内列明的意思。

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

本附件属阁下与中昊证券签订的所有合同、协议及其他具约束力的安排的组成部分。中昊证券有权于任何时间对本附件的任何条款进行增加、修改或删除。任何修改将会显示在中昊证券的网站。中昊证券会就本附件的任何重大更改通知客户，虽然查看附件的现行版本是客户的责任。

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

倘若本附件的条文与协议的有任何不符之处，以本附件的条文为准。

## PERSONAL INFORMATION COLLECTION STATEMENT 个人资料收集声明

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

此声明是依照香港特别行政区法例第486章个人资料(私隐)条例("条例")作出的。它是关于客户(i)在本公司开立或持续操作账户("账户")以作证券买卖及有关服务及(ii)其他相关服务时客户向本公司提供个人资料的声明。

### 1. Purposes of Collection

#### 收集目的

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

客户因(i)在本公司开设或持续操作账户和(ii)向本公司征求投资建议而向本公司及在任何文件所提供的个人资料将被本公司作为下列用途: -

(a) conducting credit review through credit report agencies both in Hong Kong Special Administrative Region ("HKSAR") and overseas, processing of Client's application for grant of credit or margin facilities by the Company or the maintenance and the review of such credit or margin facilities (if applicable);  
透过本港及海外的信贷报告中中介进行信贷审查、处理客户向本公司申请给予信贷或「孖展」或持续操作及审查该等信贷或「孖展」的安排(如适用);

(b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of Client;  
代客户购买、出售、投资、交易、收购、保管、处置及办理与各种证券有关的事务;

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

保存有关资料以符合本港所制订和有效的有关证券交易的条例及附属规例和符合证券及期货事务监察委员会(“证监会”)的守则,以及符合香港联合交易所有限公司(“联交所”)、香港中央结算有限公司(“中央结算”)的规则及规例;及

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

在以下第4段所述的直接促销及/或交叉销售本公司及/或其他任何本公司直接或间接持有的公司、该等公司的子公司、联系公司及其他相关公司(“本集团”)所提供的财务及/或投资产品及服务。

### 2. The Obligation to Provide Personal Data

#### 提供个人资料的责任

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

客户有责任向本公司提供所需的个人资料。如客户未能提供所需个人资料,本公司可拒绝为客户开设或持续操作账户或向客户提供任何服务。

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

鉴于客户在条例下的责任,当客户向本公司提供个人资料时,客户须确认所提供的数据为正确。

### 3. Disclosure of Information

#### 资料的披露

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

本公司如认为有需要或被要求，可向处理证券、期货及期权结算的执行经纪、代理人或代名人、联系人、个人或法团、本公司的核数师及/或向本公司提供行政支持及其他后勤部门服务的服务提供商披露客户运作帐户所需的数据或执行上述1.1(b)所提及的事务有关的客户指令，包括但不限于任何在香港、中国或海外的信贷报告中介。

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

客户同意及允许，本公司如认为有需要或被要求，可向处理证券、期货及期权结算的执行经纪、代理人或代名人、联系人、个人或法团、本公司的核数师及/或向本公司提供行政支持及其他后勤部门服务的服务提供商提供客户数据、身份证明文件、及/或其他个人信息的副本，以支持或维护账户运作或执行上述1.1(b)所提及的事务有关的客户指令，包括但不限于任何在香港、中国或海外的信贷报告中介。

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

为符合本港所制定有关证券交易的条例及附属规例、证监会的守则，以及联交所及中央结算的规则及规例，本公司可向联交所及中央结算，证监会及条例所定义的财经监管机构、根据法律有权查阅客户所提供的个人资料的政府部门，其他监管机构、个人或法团披露客户所提供的个人资料。

### 4. Use of Data in Direct Marketing

#### 在直接促销中使用数据

- 4.1 The Company intends to use the Client's data in direct marketing and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that: 本公司拟把客人的数据用于直接促销，而本公司为该用途须获得客人同意(包括表示不反对)。就此，请注意：

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

本公司将不时持有的客户的姓名、联络资料、财务背景及人口统计数据用于本公司的直接促销或提供予任何第三方作直接促销；

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

下列类别的服务、产品及项目可被促销：财务、投资、保险及房地产相关的服务与产品；

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

上述服务、产品及项目或会由本公司及 / 或任何其他本集团成员提供或征求；及

- (d) in addition to the marketing of the above services, products and subjects by the Company itself, the Company also intends to provide the data described in paragraph 4.1(i) above to all or any of the persons described in paragraph 4.1(iii) above for them to use in marketing those services, products and subjects,

and the Company requires the Client's written consent (which includes an indication of no objection) for that purpose.

除用作本公司促销上述服务、产品及项目之外，本公司亦拟将以上4.1(i)段所述的数据提供予以上4.1(iii) 段所述的全部或任何人士，以供该等人士用作促销该等服务、产品及项目，而本公司为此用途须获得客户书面同意（包括表示不反对）。

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

如客户不欲本公司如上述将其数据用于或提供予其他人士作直接促销用途，客户可随时通知本公司以行使其拒绝直接促销的权利，此安排并不收取任何费用。

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

若客户同意或不欲本公司将客户的数据用于或提供予其他人士作直接促销用途，客户可填妥直接促销-同意 / 拒绝要求表格并交回该表格予本公司。此项要求适用于客户在本公司开设的所有个人账户。

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

查阅个人资料 / 拒绝使用作直销推广

- 5.1 In accordance with the relevant terms of the Ordinance, the Client may request access to the personal data supplied by the Client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request; and

根据条例有关条款的规定，客户可向本公司要求查阅其提供的个人资料及更改不正确的个人资料。本公司有权向客户收取合理费用以便处理有关要求；及

- 5.2 The Client may opt out his/her personal data to be used for direct marketing at any time by giving notice and without charge to the Company and such notice shall take effect upon the expiry of 3 business days from the date of the Company's actual receipt for such notice.

客户可以随时在不收费下通知本公司拒绝客户的个人资料被用作直接促销之用，该等通知生效日期以本公司真正收到该等通知后之 3 个营业日起生效。

## 6. China Connect Securities (Northbound Trading) Service

中华通证券(北向交易)服务

- 6.1 Processing of Personal Data as Part of the China Connect Securities (Northbound Trading)

中华通证券(北向交易)个人资料处理的部分

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

客户确认并同意本公司向客户提供中华通证券(北向交易)服务时，本公司需要：

- (a) tag each of the Client's orders submitted to the China Stock Connect System ("CSC") with a Broker-to-Client Assigned Number ("BCAN") that is unique to the Client or the BCAN that is assigned to the Client's joint account with the Company, as appropriate; and

在提交每宗客户交易指令予中华通买卖盘订单传递系统时，在交易指令中标记上一个专属于客户的券商客户编码或(如客户为联名账户)客户联名账户获分配的券商客户编码(以下共简称为「券商客户编码」)；及

- (b) provide to the Exchange the Client's assigned BCAN and such identification information ("Client Identification Data" or "CID") relating to the Client as the Exchange may request from time to time under the Rules of the Exchange.

不时向交易所根据其规则的要求提供客户的券商客户编码以及与客户身份有关的信息(下称「客户识别信息」)。

- 6.2 Without limitation to any notification the Company has given the Client or consent the Company has obtained from the Client in respect of the processing of the Client's personal data in connection with the Client's account and the Company's services to the Client, the Client acknowledges and agrees that the Company may collect, store, use, disclose and transfer personal data relating to the Client as required as part of the Company's China Connect Securities (Northbound Trading) Service, including as follows:

不受限于本公司就着因应客户的账户或提供服务予客户而处理客户个人资料而给予客户的通知或取得的客户同意，客户确认并同意，作为本公司中华通证券(北向交易)服务的一部份，本公司可以作出下述的收集、储存、使用、披露及转移客户个人资料的行为：

- (a) to disclose and transfer the Client's BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating the Client's BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;  
不时向交易所及相关联交所子公司披露及转移客户的券商客户编码及客户识别信息，包括在中华通买卖盘订单传递系统输入中华通证券交易指令时标记客户的券商客户编码，并实时转传至相关中华通证券交易营运者；
- (b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store the Client's BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China Connect Clearing House (in the case of storage, by any of them or via HKEX) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange; (ii) transfer such information to the relevant China Connect Market Operator (directly or through the relevant China Connect Clearing House) from time to time for the purposes set out in (c) and (d) below; and (iii) disclose such information to the relevant regulators and law enforcement agencies in Hong Kong so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;  
允许各交易所及相关联交所子公司：(i)收集、使用及储存客户的券商客户编码及客户识别信息以及相关中华通结算所提供(以储存而言，它们通过香港交易所进行)的合并、核实及配对的券商客户编码及客户识别信息，以作市场监察及执行交易所规则用途；(ii) 基于下列(c)及(d)所述目的，不时(直接或通过相关中华通结算所)转移该等资料予相关中华通证券交易营运者；及(iii) 披露该等资料予香港相关监管机构及执法机关，以配合其履行关于香港金融市场的法定职能；
- (c) to allow the relevant China Connect Clearing House to: (i) collect, use and store the Client's BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use the Client's BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and  
允许相关中华通结算所：(i)收集、使用及储存客户的券商客户编码及客户识别信息，以对券商客户编码及客户识别信息作出合并及核实并与其投资者身份识别数据库作出配对，及把合并、核实及配对的券商客户编码及客户识别信息提供予相关中华通证券交易营运者、交易所及相关联交所子公司；(ii)使用客户的券商客户编码及客户识别信息，以履行其证券账户管理的法定职能；及(iii)披露该等资料予中国相关监管机构及执法机关，以配合其履行关于中国金融市场的监管、监察及执法职能；及
- (d) to allow the relevant China Connect Market Operator to: (i) collect, use and store the Client's BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China Connect Market through the use of the China Connect Service and enforcement of the rules of the relevant China Connect Market Operator; and (ii) disclose such information to the Mainland regulatory authorities and law enforcement agencies so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets.  
允许相关中华通证券交易营运者：(i)收集、使用及储存客户的券商客户编码及客户识别信息，以监察通过使用中华通服务在相关中华通市场进行之证券交易，和执行相关中华通证券交易营运者之规则；及(ii)披露该等资料予中国相关监管机构及执法机关，以配合其履行关于中国金融市场的监管、监察及执法职能。

- 6.3 By instructing the Company in respect of any transaction relating to China Connect Securities, the Client acknowledges and agrees that the Company may use the Client's personal data for the purposes of complying with the requirements of the Exchange and its rules as in force from time to time in connection with the China Connect Securities Northbound Trading. The Client also acknowledges that despite any subsequent purported withdrawal of consent by the Client, the Client's personal data may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

当客户指示本公司进行任何中华通证券的交易时，客户确认并同意，本公司可以使用客户的个人资料

于遵守交易所的要求及其对中华北向交易不时生效的规则。客户亦明白，即使未来客户计划撤消其同意，客户的个人资料(不论客户撤消客户同意前或后)会继续被储存、使用、披露、转移或其他方式处理，以达至上述目的。

**6.4 Consequences of Failing to Provide Personal Data or Consent**  
不能提供个人资料或同意的后果

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

客户不能如上述向本公司提供个人资料或同意，将可能导致本公司(按情况)不会或不可继续执行客户的交易指示或向客户提供中华通证券(北向交易)服务。

**7. Investor Identification and OTC Securities Reporting**  
投资者标识符及场外证券汇报

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

客户明白并同意，本公司为了向客户提供与在香港联合交易所（「联交所」）上市或买卖的证券相关的服务，以及为了遵守不时生效的联交所与证券及期货事务监察委员会（「证监会」）的规则和规定，本公司可收集、储存、处理、使用、披露及转移与客户有关的个人资料（包括客户的客户识别信息及券商客户编码）。在不限制以上的内容的前提下，当中包括 –

7.1 disclosing and transferring the Client's personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;  
根据不时生效的联交所及证监会规则和规定，向联交所及 / 或证监会披露及转移客户的个人资料（包括客户识别信息及券商客户编码）；

7.2 allowing SEHK to:  
允许联交所：

- (a) collect, store, process and use the Client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and  
收集、储存、处理及使用客户的个人资料（包括客户识别信息及券商客户编码），以便监察和监管市场及执行《联交所规则》；
- (b) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets;  
向香港相关监管机构和执法机构（包括但不限于证监会）披露及转移有关资料，以便他们就香港金融市场履行其法定职能；
- (c) use such information for conducting analysis for the purposes of market oversight; and  
为监察市场目的而使用有关数据进行分析；及

7.3 allowing the SFC to:  
允许证监会：

- (a) collect, store, process and use the Client's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and  
收集、储存、处理及使用客户的个人资料（包括客户识别信息及券商客户编码），以便其履行法定职能，包括对香港金融市场的监管、监察及执法职能；及
- (b) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.  
根据适用法例或监管规定向香港相关监管机构和执法机构披露及转移有关资料。



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

客戶亦同意，即使客戶其后宣称撤回同意，本公司在客戶宣称撤回同意后，仍可继续储存、处理、使用、披露或转移客戶的个人资料以作上述用途。

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

客戶如未能向本公司提供个人资料或上述同意，可能意味着本公司不会或不能够再（视情况而定）执行客戶的交易指示或向客戶提供证券相关服务，惟出售、转出或提取客戶现有的证券持仓（如有）除外。

The terms "BCAN" and "CID" used in the above-mentioned shall bear the meanings as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. 有关「券商客戶编码」及「客戶识别信息」将依据不时修订的《证券及期货事务监察委员会持牌人或注册人操守准则》第5.6段所界定的含义。

## 8. Cross-border Transfer of Personal Data

### 跨境个人资料转让

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

为了上述第1段所列明的目的，本公司有可能把客戶的个人资料包括但不限于他/她的姓名、身份证明文件、联络资料、财务背景及人口统计数据转移至位于香港以外的信贷报告中介、执行经纪、代理人或代名人、联系人、个人或法团、本公司的核数师及/或向本公司提供行政支持及其他后勤部门服务的服务提供商，包括中华人民共和国及/或其他海外地区等数据保障法律有可能不是与条例大致相同或使用相同目的的地方。即客戶的个人资料可能不会受到在香港的相同或相似等级的保障。

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

如客戶不欲本公司如上述将其资料转移至香港以外的地方，客戶可随时通知本公司以行使其拒绝直接促销的权利，此安排并不收取任何费用。

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

若客戶同意或不欲本公司將客戶的数据转移至香港以外的地方作提供服务予客戶的用途，客戶可填妥相关书面同意表格并交回该表格予本公司。此项要求适用于客戶在本公司开设的所有个人账户。

## 9. Client's Acknowledgement and Authorization

### 客戶的认可和授权

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

虽然客戶预期本公司將予该账户有关之事情保密，客戶谨此明确同意如应证监会或联交所或中央结算或监管机构之要求，本公司可向彼等提供帐户之详细资料，以便协助彼等进行的调查或询问。

- 9.2 The Client hereby acknowledges that the Client has read this Statement provided by the Company pursuant to the Ordinance and has agreed to the terms in it. The Client understands and acknowledges that the

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

客户谨此承认客户已详阅本公司根据条例发出的此声明，并完全同意其条款。客户明白及承认本公司拟把客户的数据使用于直接促销及本公司须收到客户对该拟进行的使用的同意，否则不得如此使用该数据。客户明确承认、确认及同意除非客户决定以填写及签署直接促销 - 同意 / 拒绝要求表格或根据个人资料收集声明所载随时通知本公司，本公司将根据此声明使用客户的数据于直接促销。

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

客户谨此承认并授权本公司将客户的个人资料同时保存在受批准的香港处所和其他地方。

## 10. Enquiries

### 查询

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

本公司拟把客户的数据用于上述第4段所述的直接促销，而本公司为该用途须获得客人同意(包括表示不反对)。就此，请注意如客户对向本公司提供的个人资料有任何疑问，包括要求查阅及改正该等个人资料，可致函：

**ZH Securities Limited**  
**中昊证券有限公司**

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

香港尖沙咀海港城海洋中心9楼931室

Telephone No. 电话号码: 37976161

Fax No. 传真号码: 37972662

***(In case of any discrepancies between the English and Chinese versions of this Statement, the English version shall prevail.)***  
***(如本声明中英文版本有任何歧义，概以英文版本为准。)***