

# 中達證券投資有限公司

Central Wealth Securities Investment Limited

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## 客戶協議書

CLIENT AGREEMENT

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# 客戶協議書

(中文版本，只供參考)

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# 一般性條款及細則 (證券交易)

(中文版本，只供參考)

鑒於中達證券投資有限公司(“中達證券”)所提供的證券交易、信貸融資及有關的服務，在開戶表上識別為客戶或由中達證券核准的有關客戶並按該客戶的要求或為其於中達證券開立一個或以上帳戶的該客戶同意接受及受不時可由中達證券修改或增補的載於上述開戶表、本一般性條款及細則(“一般性條款”)及附於本一般性條款而適用的第一附表、第二附表、第三附表、第四附表、第五附表及第六附表的條款及細則(統稱“本協議”或“協議”)所約束。除非中達證券另有明確的書面協議，否則本協議的條款及細則適用於所有上述向客戶(“客戶”)提供的服務及便利。如果客戶與中達證券進行交易或繼續與中達證券進行交易，這將會構成客戶接納中達證券的條款(有關條款將成為中達證券與客戶的協議的一部份)及構成為客戶與中達證券之間的一份具法律約束力合約。本協議將會取代及排除客戶與中達證券就本協議的標的事宜而先前達成的任何業務條款。

## 1. 定義及詮釋

- 1.1 “客戶”指上文所述的人士，獨資經營人，商號或法人團體；此名稱視屬何情況而定包括客戶的繼承人、遺囑執行人、產管理人、遺產代理人及繼任人及所有提述“客戶的”須作相應的詮釋。
- 1.2 “戶口”指客戶不時規定在中達證券開立及保持，用以進行證券交易之戶口或超過一個之戶口。
- 1.3 “客戶協議書”指由客戶與中達證券簽訂之“現金客戶協議書”、“股票期權客戶協議書”、“電子證券交易服務協議書”、“保證金客戶協議書”及/或其他協議書(如適用者)，以及一切由客戶填妥或由客戶及中達證券簽署之有關文件，包括所有上述協議書之修訂及後加條款。
- 1.4 “證券”指任何根據法律名為證券或通常稱為證券的權益、權利或財產(不論文書或其他形式)，包括但不限於：
  - (a) 任何人士、政府或市政府當局的或由其發行的股份、股額、債權證、債權股額、基金、存款證、債券或票據；
  - (b) 在(a)段所述各項目中的或關於該等項目的權利、期權、遠期合約、期貨或權益(不論以單位或其他方式描述)；
  - (c) 在(a)段所述各項目的證明書或收據，或認購或購買該等項目的權證；(d) 在任何集體投資計劃中的權益。
- 1.5 “交易”指購買、認購、出售、交換或在任何交易所以其他方式處置任何及所有種類證券所涉及的交易，包括(但不限於)證券保管以及提供代名人或提供托管服務，以及依據本協議進行的其他交易。
- 1.6 “交易密碼”指客戶的通行密碼、個人身份密碼、使用者密碼或任何就其使用電子證券交易服務而不時向其知會的密碼。
- 1.7 “聯交所”指香港聯合交易所有限公司，包括其繼承者、受讓人以及由於其重組、合併、並入而產生或保存的實體。
- 1.8 “證監會”指香港證券及期貨事務監察委員會。
- 1.9 “條例”指香港法例第 571 章《證券及期貨條例》。
- 1.10 “賠償基金”指依據《證券及期貨條例》設立之賠償基金。
- 1.11 “中達證券”此名稱包括中達證券投資的總行及不論位於何處的各分行，以及中達證券投資的權益繼承人及受讓人。
- 1.12 “中達集團”是指中達集團控股有限公司，中達證券投資有限公司及其它中達有任何關係之公司。

## 2. 代理及授權的範圍

2.1 客戶或客戶的獲授權人可向中達證券發出指示，以代客戶執行證券及其他交易，而中達證券有絕對酌情權拒絕接納有關指示。中達證券可就據稱或其合理地相信源自客戶或客戶的獲授權人或由客戶的代表發出的口頭、書面或電子形式的指示而行事。中達證券無責任去核對發出這些指示的人士以何種身份行事。中達證券將作為客戶的執行代理人，並且不會就客戶的交易的價值、特點或適切性作出任何保證。

2.2 只有客戶的獲授權代理人擁有獲得客戶在中達證券開立帳戶的全權委託授權的權利，而且他們必須遵守適用的法律、規則、規例及監管要求(不論是否法定要求)以執行他們獲得的授權。中達證券及其董事、高級職員、僱員及代理人不可作為獲授權代理人身份行事，並且不得就客戶在中達證券開立的任何帳戶獲得任何全權委託授權。中達證券不會就任何人士違反本條款規定而作出或沒有作出的任何事情負上任何義務或責任。

2.3 若客戶被中達證券許可進行保證金或股票期權買賣或使用市場報價服務及其他有關服務，客戶亦進一步受到本協議的第一附表、第二附表、第三附表、第四附表、第五附表及第六附表的條款及細則所約束(視情況而定)。

2.4 中達證券代客戶進行的證券交易須受到相關市場、交易所、結算所或司法區所不時修訂的法律、規例、憲章、附例、規則、習慣、用法、裁定、詮釋及交易徵費所約束。

2.5 中達證券可根據其絕對酌情權選擇業務代理執行交易；客戶確認該業務代理的業務條款及進行交易及結算的任何交易所與結算所的規則將適用於這類交易，並對客戶具有約束力。

2.6 客戶同意及謹此不可撤銷地委任中達證券並賦予其全面的權力及權限，作為客戶的真正及合法授權人(在法律許可的全面範圍內)去為客戶及代表客戶執行本協議的條款，並於中達證券認為在履行本協議的目的有所需要或合宜之時，以客戶或中達證券本身的名義簽立任何文件或文書。

### 3. 交易慣例

3.1 中達證券在適當考慮過市場慣例、適用規例及對所有客戶是否公平之後，可決定在執行客戶的買賣盤時的優先次序，而交易指示未必可以是“最佳價”或“市場價”執行，客戶同意在任何情況下，中達證券依照客戶發出的指示所進行的交易承擔責任。

3.2 客戶的一般買入和/或沽出證券的指示會在客戶落盤當日整日有效。如果在相關交易所交易日結束之前沒有成交，該指令會自動取消。

3.3 中達證券可根據中達證券的絕對酌情權將客戶的買入和/或沽出證券的指示與中達證券其他客戶的買賣盤合併和/或拆散執行。這可能較獨立地為客戶執行買賣盤而為客戶帶來較有利或不利的執行價格。如果未有足夠的證券以滿足這些經合併的買賣盤，中達證券可在適當地考慮市場慣例及對客戶是否公平後，將有關交易在其客戶之間分配。

3.4 因為通訊設施影響或因任何中達證券無法控制的失誤而導致買賣盤的傳送出現延誤或失敗，中達證券將無須承擔責任。客戶取消或修改客戶買賣盤，只可在有關買賣盤獲執行之前才可以被接納。如果客戶要求取消或修改時，買賣盤已經全數或部份被執行，客戶同意要對有關交易負上全部責任。

3.5 中達證券在替客戶執行買賣盤後，將會向客戶發出交易確認，及其後向客戶發出有關的結單。如果客戶在收到有關交易確認以後的24小時之內及在收到有關結單7日之內不提出任何異議，則該等交易確認及結單於客戶而言將作為有關交易的最終記錄及具有約束性。

3.6 若中達證券向客戶提供有關衍生產品(包括期權)的服務，客戶可要求中達證券提供有關該產品的規格或章程或其他要約文件。

3.7 客戶確認與中達證券之間的電話通訊可能會被錄音而不予任何警示，如果雙方發生爭議，錄音可被作為證據。

### 4. 沽空

4.1 客戶確認，適用法律及規例將禁止中達證券代客戶在香港聯合交易所或透過香港聯合交易所傳達或接受屬賣空的出售證券指示。除非中達證券按照《證券及期貨條例》的有關規則訂明的時間內，已從客戶或(如該指示是為其他人的利益或代其他人作出)該其他人士收取以文件形式提供的如此訂明的資料(如有的話)。

4.2 客戶確認在發出賣空指令前，其已訂立有效證券借貸安排或採取其他中達證券認為可以接受的填補方法，保證相關證券在定結算日期交付。

4.3 中達證券有權要求其交付相關證券借貸安排的證明文件。客戶在執行指令前，客戶須向中達證券提供涵蓋任何該等指令的文件保證。

## 5. 電子交易服務

5.1 中達證券可向客戶提供電子交易設施及服務，其中可包括但並不限於電話、互動音頻電話或互聯網等，統稱“電子交易服務”，而有關設施及服務是按照本協議及中達證券不時指明的其他條款而提供的。客戶接受透過互聯網或其他電子方式或便利設施通訊及進行交易及接受或取用服務的風險。

5.2 當使用電子交易服務時，客戶保證客戶本人是客戶的交易密碼的唯一獲授權使用者及將會就所有透過使用客戶的交易密碼發出的買賣盤及所有進行的交易承擔責任。客戶並且保證會小心地去使用客戶的交易密碼，並在發出每個指示之前會加以複核。

5.3 客戶不會及不會嘗試影響、修改、以破解編程或反向編程方式或以任何方式改變或在未獲授權的情況下使用電子交易服務。

5.4 當客戶於電子開立帳戶時，除了透過在互聯電子填妥及交回本協議外，客戶同意及承諾交回客戶填妥及簽署並經由專業人士(例如銀行分行經理、執業會計師、律師、公證人或任何其他中達證券可接受的人士)所見證或驗證的本協議的硬本。中達證券有權拒絕執行客戶的指示直至中達證券已收妥上述的硬本。

5.5 除非客戶的帳戶有足夠的已結算款項或證券以進行交收，中達證券並沒有義務執行客戶的指示，中達證券同意則除外。

5.6 除非客戶收到中達證券的信息表示已收到或確認已執行客戶的指示，否則中達證券不得被視為已收到客戶的指示或已執行客戶的指示。如果客戶沒有收到中達證券就客戶的指示而發出的已收到或確認已執行的信息，或客戶收到涉及並非由客戶作出指示的交易的任何信息，或客戶發現任何有關客戶的交易密碼的未獲授權的使用，客戶會即時通知中達證券。

5.7 電子交易服務為客戶提供額外的途徑以便向中達證券發出指示查閱有關客戶戶口的資料。客戶亦可直接致電中達證券發出指示或進行查詢。如果客戶透過電子交易服務聯絡中達證券時遇到困難，客戶可以使用其他的方法與中達證券聯絡並通知中達證券。

5.8 客戶可以就存款、提款及轉移證券向中達證券作出線上指示，然後再補交有關的書面指示。惟中達證券獲授權可按其酌情權祇根據客戶的線上指示去執行有關的指示。當中達證券收到客戶的已結算款項及證券，客戶的帳戶便會記入有關的款項及證券。

5.9 如涉及轉移證券，客戶須負責安排有關的第三者向客戶交付證券或收取客戶的證券，而因此招致的任何處理、轉移及託管費用將會由客戶承擔。

5.10 電子交易服務純粹是為著提供參考信息而向客戶提供由第三者所發佈的信息。由於市況波動及數據傳送過程可能出現的延誤或錯誤，中達證券將無須承擔責任，中達證券不會擔保該等信息的及時性、次序、準確度、充份程度或完整程度。就該等信息而言，中達證券沒有作出任何明示或默示的保證。

5.11 電子交易服務，買賣指示被執行後，客戶同意亦接受中達證券收取中達證券通過電子告示方式或其他電子方式向客戶發出成交單據以取代印本形式的成交單據。客戶可將該些信息列印出來或作出客戶自己的安排，以作客戶自己的紀錄。中達證券也會以郵遞或其他方式向客戶提供有關的定期結單。

## 6. 交收

6.1 如中達證券代客戶執行買入或出售交易，客戶將按中達證券通知客戶的時間內向中達證券支付可使用的款項(港幣或其他指定貨幣)，或向按中達證券交付已繳清股款並擁有有效和完整的所有權及可交付形式的證券。

6.2 客戶因交收失誤而須支付的任何數額，包括溢價及任何的損失、成本、費用及開支，客戶須承擔責任。客戶交收後應立即通知中達證券，中達證券收到通知後，該交收才會反映在客戶的戶口。就客戶延遲通知中達證券，客戶亦須承擔責任。

6.3 為方便客戶準時進行交收，中達證券可根據其絕對酌情權向客戶借出股票或代客戶借入股票以交收客戶的出售交易。中達證券

亦可以其名義或任何人的名義及根據其最終決定的條款代客戶或為客戶的利益訂立證券借貸安排。客戶須承擔佑證券任何在該等安排之下所需的保證金、證券或抵押品的維持金額及費用。

6.4 客戶付款應以港元或中達證券和客戶雙方不時同意的其他貨幣。如客戶要求中達證券以港元以外的貨幣進行交易或兌換任何其他貨幣，滙率損失和兌換成本須由客戶承擔。

## 7. 證券保留及處置

7.1 客戶購買證券全數付清代價後，而證券沒有受到任何留置權約束或作為抵押品，中達證券可根據客戶指示將證券交付給客戶。

7.2 中達證券亦可作為客戶的託管人，為客戶提供證券託管服務。客戶在未得到中達證券同意下，不會對構成任何帳戶部份的任何資金進行按揭、抵押、出售、發行認股權或以其他方式進行買賣。

7.3 中達證券及其代名人向客戶交還的證券不必與原先所收取或存放的完全一樣，而只會向客戶付還同一類別、面值、名義數額及等級的證券。

7.4 中達證券在香港作為客戶的託管人，中達證券可有酌情權以客戶的名義或中達證券代名人名義登記。中達證券亦可根據《證券及期貨條例》將證券存放在認可財務機構、核准的保管人或另一獲發牌進行證券交易的中介人處開立而為持有有關的客戶證券目的而在香港開立及維持的獨立帳戶。

7.5 凡由中達證券代客戶持有的證券，中達證券或促成中達證券委任的代名人或託管人可收取任何就該等證券的應計股息、分派或利益，然後記入客戶的帳戶或按照與客戶議定的方式支付。當股息以現金或以其他形式派發時，如客戶沒有具體指示，中達證券亦可代客戶選擇及接受現金股息。中達證券可依照客戶的具體指示，就該等證券而代客戶行使表決權。

7.6 在《證券及期貨條例》及其有關規則的規限下，客戶授權並同意不時代客戶收取或持有的款項、證券及證券抵押品可按中達證券認為適當的方式去對待及處理。客戶明白該些款項、證券及證券抵押品可能受第三者的留置權或押記所約束，而該等留置權或押記必須於解除後，該些證券或證券抵押品才可以被退還給客戶。

7.7 客戶同意中達證券有權為其本身的益處保留及無須向客戶交代源自任何中達證券向第三者為任何目的借出或存放客戶的證券或證券抵押品所獲取的任何收費、收入、回佣或其他利益。中達證券為客戶保管證券的風險由客戶承擔，除非損失為中達證券的疏忽或欺詐行為造成。

7.8 客戶代表客戶自己及客戶的聯屬人持續授權中達證券及其聯屬人於兩個或以上客戶及客戶的聯屬人於中達證券及其聯屬人開設的帳戶之間進行款項轉撥而無需客戶或客戶的聯屬人任何進一步的同意或被知會，藉此清算或減低客戶或任何客戶的聯屬人須向中達證券或其聯屬人所須履行的責任或償付的債項。

7.9 客戶同意中達證券可處置或促使中達證券的有聯繫實體處置可不時代客戶處置證券或證券抵押品，以清償客戶或代客戶對中達證券、其有聯繫實體或第三者所負的法律責任。

## 8. 客戶的款項

8.1 中達證券有權將證券帳戶中所有款項或資金，以及為客戶收取的所有款項存放在中達證券在任何認可財務機構（可能是或不是持牌銀行）的一個或多個帳戶內。除非客戶與中達證券之間另有協議外，否則該等款項或資金累算的任何利息，均絕對屬於中達證券所有。客戶謹此明確地放棄該利息附帶的任何或所有權利、索償權及享有權。

8.2 就於在海外司法管轄區執行的交易而言，客戶謹此授權及指示中達證券將中達證券代客戶因該等交易而不時收到的所有款項（減經紀費及其累計的其他適當收費），存入中達證券在任何金融機構（可能是或不是持牌銀行）持有的任何信託帳戶，即使任何該等款項可能用於為或代表客戶再作投資。

## 9 風險披露

9.1 中達證券要求客戶參閱附表5的風險披露聲明。

## 10 費用及收費

10.1 中達證券將會根據其不時決定及向客戶知會的計算比率及基礎向客戶收取佣金。客戶必須負責應要求支付任何不論為何或以何種形式而在客戶的帳戶所產生的任何債項及負結餘，包括但不限於佣金、費用、收費、法定收費、稅項、徵費、交付收費等。中達證券可從客戶的帳戶提取現金或出售持有的證券以支付有關的到期費用。

10.2 客戶承諾隨時按中達證券不時規定之利率，就帳戶之任何借方結餘或任何時候因任何理由而欠下中達證券之逾期結餘及款項(包括針對客戶獲得判定債項後產生之利息)，向中達證券支付利息。

10.3 如客戶的帳戶沒有進行買賣活動有6個月或以上，中達證券有權收取帳戶維持月費，而中達證券會訂明有關的應繳收費率或金額，以及其他條款，有關費用將會自動從客戶的帳戶中扣除。

## 11. 彌償

11.1 就所有對中達證券(就中達證券本身或作為其聯屬人、董事、僱員或代理人的受託人，一律統稱(“獲彌償人士”)而作出的申索、訴訟、責任(不論是否實質或潛在性的)及針對任何獲彌償人士而進行的法律程序而言，客戶將會全數加以彌償及承擔任何獲彌償人士就履行其義務或提供其服務或行使本協議之下的權利、權力或酌情權，包括由中達證券或其聯屬人為保障或強制執行其權利或在本協議之下的抵押品權益(不論是否因客戶的失責或違反所致)，而蒙受或招致的損失、訟費、費用或開支(包括法律開支)。

## 12. 抵銷、留置權及帳戶的合併

12.1 在不影響一般留置權的情況下及除一般抵銷權及留置權或在法律上及根據本協議的其他權利外，中達證券持有客戶的款項、證券及客戶(不論是何種性質及是否個別或與他人共同持有)的其他財產在任何時候均受制於中達證券的一般留置權，以削減客戶仍欠中達證券或其聯屬人的仍未履行的義務或仍未償還的欠債。

12.2 在不影響一般留置權的情況下及除一般抵銷權及留置權或在法律上及根據本協議的其他權利外，中達證券可為其本身或作為其聯屬人的代理人在任何時候都擁有在不預先通知客戶的情況下，將客戶在中達證券的任何或所有帳戶與中達證券或聯營公司的帳戶加以合併或整合的權利，不論帳戶是客戶個人或與其他人共同擁有。

12.3 中達證券可抵銷或轉讓該等帳戶中存有的任何款項、證券或其他財產，以清償客戶欠中達證券或其任何聯營公司的責任或債務，不論該等責任或債務是實際的還是或有的、基本的還是附屬的、分別的還是合共的、有抵押的還是無抵押的。

12.4 在不限制或修改本協議一般條款的情況下，中達證券可根據適用法律，規則及規例不作通知而在任何帳戶及其聯營公司的任何其他帳戶之間轉移任何資產。

## 13. 聯名戶口和繼承人

13.1 如客戶的戶口為聯名戶口，每個人會個別並與其他人共同承擔本協議的條款，中達證券接受客戶中的任何一人發出的指示，不會通知客戶中的其他人。

13.2 中達證券發給聯名戶口的客戶任何一個人的任何通知，被視為發給聯名戶口的所有人。中達證券沒有責任確定聯名戶口內的客戶之間的付款分配或交付是否恰當。

13.3 中達證券與客戶個人間的任何付款和證券交付將是有效的，並免除中達證券對每個人承擔的責任，不論交付是在死亡之前或之後進行。

13.4 聯名戶口的客戶任何一個人死亡將不會導致本協議終止，已故者在帳戶的權益將歸屬於生存者。聯名戶口的生存者得知其聯名人仕發生死亡事件，應立刻通知中達證券。

13.5 在客戶死亡的情況下，本協議書對客戶的後嗣、遺囑執行人、遺產管理人、繼承人和受讓人均具有法律約束力。

#### 14. 新上市證券

14.1 倘若客戶要求並授權中達證券作為客戶的代理人和為客戶或任何其他人士的利益申請於聯交所新上市及/或發行的證券，為了中達證券的利益，客戶保證中達證券有權代表客戶作出該等申請。

14.2 客戶應熟悉並遵從任何招股說明書及/或發行文件、申請表格或其他有關文件內所載之管轄新上市及/或發行的證券及其申請之全部條款和條件，客戶同意在與中達證券進行的任何交易中受該等條款和條件約束。

14.3 客戶謹向中達證券作出新上市及/或發行證券申請人(不論是向有關證券的發行人、發起人、承銷人或配售代理人、聯交所或任何其他有關監管機構或人士)需要作出的所有陳述、保證和承諾。

14.4 客戶謹進一步聲明和保證，並授權中達證券通過任何申請表格(或以其他方式)向聯交所和任何其他適合人士披露和保證，為受益客戶或客戶在申請中載明的受益人士，中達證券作為客戶代理人作出的任何申請是客戶或中達證券代表客戶作出唯一的申請或打算作出唯一的申請。客戶確認和接受，就中達證券作為客戶代理人作出的任何申請而言，中達證券和有關證券的發行人、發起人、承銷人或配售代理人、聯交所或任何其他有關監管機構或人士將會依賴上述聲明和保證。

14.5 客戶確認，倘若未上市公司除證券買賣外未有從事其他業務而客戶對該公司具法定控制權力，則該公司作出的申請應被視為為客戶的利益而作出的。

14.6 客戶承認和明白，證券申請的法律和監管規定及市場慣例不時變化，而任何一種新上市或發行證券的規定亦會變更。客戶承諾會按中達證券不時絕對酌情決定的法律和監管規定及市場慣例的要求，向中達證券提供資料並採取額外的步驟和作出額外的陳述、保證和承諾。

14.7 有關中達證券或其代理人為中達證券本身及/或客戶及/或為中達證券之其他客戶作出的大額申請，客戶確認和同意：

14.7.1 該大額申請可能會因與客戶和客戶申請無關的理由而遭到拒絕，而在沒有欺詐、疏忽或故意違約的情況下，中達證券和其代理人毋須就該拒絕對客戶或任何其他人士負上責任；及

14.7.2 倘若該大額申請因陳述和保證被違反或任何與客戶有關的至由而遭到拒絕，按第 14 條及向中達證券作出賠償。客戶確認，客戶亦會對其他受上述違反或其他理由影響的人士的損失負上責任。

14.7.3 倘若大額申請只獲部分發售，客戶同意中達證券可按其絕對酌情權決定分配所購得證券的方式，包括在所有參加大額申請的客戶間平均分配證券。客戶不得對有關申請分配證券的數額或優先次序提出異議。

#### 15. 聲明和保證

15.1 客戶向中達證券保證、陳述及承諾所提供之一切資料均屬真實及完整無誤。除非中達證券收到更改的書面通知，中達證券有權在任何用途上完全依賴此等資料聲明，中達證券亦有權隨時聯絡任何人士，以查實客戶資料內所載之內容。

15.2 客戶擁有全權訂立本協議和履行本協議之下的義務。客戶是以主事人的身份訂立本協議，而並不是代表任何其他人進行交易，除非客戶以書面形式明確知會中達證券戶口的實益擁有人。

15.3 在未得中達證券的書面同意之前，客戶不會抵押、質押，或允許客戶帳戶中的證券或款項存有任何抵押或質押。

15.4 如客戶是或成為美國或加拿大居民、為美國人或加拿大人購買或持有證券或造反任何適用法律，客戶將會以書面方式通知中達證券。

15.5 如果客戶的戶口任何某宗交易而言，客戶並非該宗交易指示的實益擁有人，客戶承諾及同意於發出該指示給予中達證券之前，

客戶會向中達證券披露該人士或實體的身份及其他詳情。客戶亦承諾在任何時候 會在中達證券作出書面要求的兩日之內，直接向有關的交易所、政府機構或監管機構等披露該等資料。

15.6 如果客戶是作為任何集合投資計劃、全權委託帳戶或信託的投資經理，而如果客戶在任何交易的投資酌情權遭推翻，客戶同意會以書面形式明確知會中達證券有關事實及提供其他詳情。

15.7 客戶獲合法授權買賣任何外國證券，包括中華人民共和國上市的證券。客戶亦同意及承諾遵守防止洗黑錢活動所發出的指引及打擊洗錢及恐怖分子資金籌集(金融機構)條例。

## 16. 違約事件

16.1 以下任何一種情況均可構成客戶違約:

- (i) 客戶已經違反與中達證券或其聯屬人在本協議的任何主要條款;
- (ii) 客戶向中達證券作出的任何陳述、保證或承諾在作出時在項上已屬不正確或在其後在要項上變成不正確;
- (iii) 為遵守任何有關交易所或結算所的規則或規例;
- (iv) 客戶去世或被宣佈失去能力;
- (v) 客戶已被提出破產呈請、清盤呈請，或針對客戶的類似法律程序已開始;
- (vi) 客戶在中達證券或其聯屬人的帳戶被人發出財物扣押令或類似的命令;

16.2 若發生客戶違約，中達證券有權採取以下行動:

- (i) 客戶欠中達證券或其聯屬人的所有款項包括利息將會在無需任何通知或要求下即時到期及需要清還;
- (ii) 將中達證券或其聯屬人所持有屬於客戶的財產，以中達證券的條款加以出售或變現，扣除有關費用、開支及成本後將所得淨款項用以履行客戶應盡的義務或償還客戶欠中達證券或其聯屬人的欠債;
- (iii) 取消任何仍未執行的證券買賣盤及相關權利，就代客戶進行的任何出售，借入或買入交所所需的證券;
- (iv) 行使其在本協議之下的任何權利或終止本協議的全部或任何部分;
- (v) 立即結束帳戶。

16.3 中達證券因客戶違約而出售客戶的證券，中達證券有權按其酌情權以當時的時場價格，為其本身保留或處置客戶部分或任部的證券。中達證券不會因此而承擔導致的損失，亦沒有義務說明由此而獲得的任何利潤。

16.4 如果賣出證券的所得淨款項不足以彌補客戶所欠中達證券的款項，客戶同意向中達證券支付其不足部分。

16.5 假如中達證券違責而導致客戶遭受金錢損失，客戶有權向根據《證券及期貨條例》設立的投資者賠償基金索償，但須受到該投資者賠償基金不時制定的條款所規限。

## 17. 終止

17.1 任何一方可隨時於給予對方書面預先通知後，終止本協議。但若客戶不遵守本協議的條款，則中達證券可於無須通知的情況下，立即終止本協議。任何終止行動將不影響中達證券根據本協議在中止前已進行的任何交易。

17.2 在終止本協議時，客戶所有到期或未清繳欠款將要即時繳交。即使客戶有任何相反的指示，以及任何從前同意提供給客戶任何戶口內結存款項的應付利息，將於本協議終止時立刻停止提供給客戶。

17.3 在終止本協議時，客戶未能清繳所有欠款，中達證券有權按其酌情權以當時的時場價格，為其本身保留或處置客戶部分或任部的證券。中達證券不會因此而承擔導致的損失，亦沒有義務說明由此而獲得的任何利潤。

17.4 客戶的帳戶有任何款項或證券結餘，客戶同意在終止日期起計的14日之內提取該等結餘。如果客戶沒有這樣做，客戶同意中達證券可以中達證券合理的方式及時間與價格出售或處置有關證券，出售所得淨額及客戶帳戶的款項結餘的總金額(如有)以劃線支票方式寄往客戶最後通信地址，有關風險則由客戶承擔，或以中達證券認為適當的其他方式退還如給客戶。

17.5 為履行本條條款，中達證券可以以相關外匯交易市場當時的匯率進行必要的貨幣轉換。

## 18. 通知及結單

18.1 中達證券以電傳、傳真、電子郵件或其他方式向客戶作出的任何通知或結單，有關信息向客戶傳送時有關通知便生效。

18.2 如有關通知以信件方式作出，當有關信件以親手方式送遞時便生效。如以預付郵資郵件方式作出時，則當該郵件寄出二日後有關通知便生效。如寄海外，則當該郵件寄出五日後有關通知便生效。

18.3 中達證券會根據相關法例，規例及規則向客戶發出確認書及結單，客戶有責任確認確認書及結單的資料，如有錯誤，客戶要在確認書及結單發出後三個工作天或中達證券指定時間內以書面方式報告，客戶同意中達證券不承擔因遲誤報告而引致的損失。

18.4 在沒有明顯錯誤下，確認書及結單作為結論性的，客戶將視為已放棄質詢任何錯誤的權利，中達證券無須為客戶就確認書及結單採取或未有採取的行動索償負責。如戶口出現多付款項及證券，客戶應立即通知中達證券。

18.5 就任何由客戶作出的通知，客戶必須承擔有關風險，中達證券實際收到客戶的有關通知後方能生效。

## 19. 一般條文

19.1 本協議將依據將會依照中華人民共和國香港特別行政區的法律及交易所和結算所不時修訂並適用於中達證券的規則和監管指令、附例、慣例和市場的慣用法進行，並對客戶有約束力。中達證券有絕對酌情權不時修訂本協議的任何條款，並以書面通知通知客戶。

19.2 本協議的每項條文是各別和獨立於其他條文。如本協議的任何條款與現行或未來的法律或交易所、結算所及其他對本協議具有管轄權的機構的規則或規例有衝突，該條款會變成為無效或根據相關規則或規例而修改。但本協議餘下的條文的效力、合法性及執行性將不會因此而受到任何影響或減損。

19.3 就本協議所產生的一切事宜而言，時間是重要因素。

19.4 中達證券可在無需知會客戶或得到客戶的同意而有權將中達證券在本協議或在本協議之下的全部或部份權利、權益或義務向第三者出讓、轉移或出售。客戶如果未有取得中達證券的事先書面同意，客戶不得將客戶在本協議或在本協議之下的權利、權益或義務出讓、轉移或出售予第三者。

19.5 中達證券將遵守監管個人資料使用的香港《個人資料(私隱)條例》，詳情於附表六，客戶明白及確認附表六的條款。中達證券會將客戶的資料保密，除非中達證券須將客戶的資料向有關交易所、證券監管機構、政府當局、或依據任何法院命令或明文法規要求須披露者則除外，中達證券將會無需知會客戶而遵守上述要求。中達證券會將客戶的資料向中達證券的聯屬人、代理人、承讓人或分判商披露，而中達證券無需就此等披露所產生的後果對客戶承擔任何責任。客戶授權中達證券就客戶進行信貸調查及查詢，以確定客戶所提供的任何資料。

19.6 當中達證券以任何身份為他人行事而掌握的任何資料，中達證券沒有責任向客戶披露。然而，中達證券將會採取合理步驟以防止出現利益衝突。而當無可避免出現該等衝突時，中達證券會採取步驟以確保中達證券的客戶得到公平對待。

19.7 只要中達證券及其聯屬人是以良好信念行事，中達證券及其聯屬人無須就延遲或未有履行其義務或因此而導致的任何損失、損害或費用承擔責任。此外，中達證券及其聯屬人無須對任何直接或間接地源自任何無法控制的事件的後果負責。

19.8 中達證券延遲行使本協議的任何權利、權力或特權的全部或部份，亦將不會使人假設此等情況構成放棄或排除日後行使該權利、權力或特權。

19.9 客戶已明白明白和接納本協議所列條款。如本協議的中、英文版本有任何分歧，概以英文版本為準。

## 20. 適用法律、仲裁及調解

20.1 本協議所及其所有權利、義務和責任受香港法律約束及須依照香港法律解釋及執行，並對客戶具有約束力。客戶不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

20.2 客戶同意任何與中達證券的爭議將會按中達證券絕對的酌情考慮交予監察委員會處理，而不會交予任何司法區的其他證券監管機構處理。

20.3 中達證券亦可行使絕對的情權，將中達證券有關的任何爭議，根據聯合國國際貿易法委員會仲裁規則通過仲裁解決。委任機構為香港國際仲裁中心，會以該中心仲裁程式管理該等仲裁。除此之外，中達證券亦可選擇金融糾紛調解中心，以該中心提供調解及仲裁解決爭議。

## 第一附表

### (保證金融資 / 孖展買賣條款)

(中文版本，只供參考)

若客戶的帳戶被許可進行保證金交易，即為證券保證金融資/ 孖展買賣帳戶，而因此中達證券同意應客戶的要求向客戶提供及/ 或繼續提供信貸融資（“融資”）使客戶進行證券及/ 或期權的交易，客戶同意以下的條款及細則：

#### 1 保證金融資/ 孖展買賣

1.1 該項融資是依據在本第一附表所列條文、任何由中達證券向客戶發出的信貸融資函件及中達證券不時所指明的條件( 統稱“信貸融資條款”)向客戶提供的。本第一附表是補充證券交易的一般性條款及細則而如該等一般性條款與信貸融資條款有任何衝突，以信貸融資條款為準。

1.2 客戶同意為該項融資支付利息，利息每日計算，利率為中達證券定立及因市場改變而不時通知客戶。該項融資在接獲要求便需立即付還，並可由中達證券根據其絕對酌情權予以更改及終止。中達證券在任何時候均無義務向客戶提供任何墊支。

1.3 客戶授權中達證券可動用該項融資，以交收客戶因為客戶透過中達證券或其聯屬人購買證券或期權持倉，客戶欠中達證券或其聯屬人款項，中達證券會要求客戶就維持保證金的責任要求，或客戶欠中達證券或其聯屬人的任何佣金或其他責任、費用及開支。

1.4 中達證券根據其絕對酌情權處理該項融資，客戶明白如客戶未能履行任何信貸融資條款；或中達證券認為客戶的財政狀況有或已經有重大的負面改變；或中達證券提供墊支將會令有關的借貸比率限制被超過，中達證券將沒有任何義務作出或繼續作出該項融資。

1.5 只要客戶對中達證券或其聯屬人有任何債項，中達證券有權拒絕客戶從客戶要求在帳戶提取全部或部份款項及/ 或證券，客戶在任何時間提取前亦要獲得中達證券的同意。

1.6 當中達證券要求客戶以款項、證券及/ 或其他抵押品支付存款或保證金，客戶必須不時或即時依照中達證券所指明的數額，在指定的時間內以指定的形式遵辦，藉此對該項信貸融資向中達證券提供足夠保證。客戶所須要支付的款項，必須在到期支付當日的早

上10時之前，以當日款項形式存入中達證券指定的帳戶。

1.7 如果客戶不能遵守本附表第1.6條，會構成該等一般性條款信貸融資條款第15點所指的違約事件，而中達證券將會在不影響其在信貸融資條款及在法律上的任何其他權利的情況下，有權無須給予通知或要求而終止該項信貸融資，將客戶的帳戶清戶、出售客戶的證券、取消客戶所發出但仍未執行的買賣盤，以及就客戶所作出的出售交易借入或買入證券以作交收之用，而所得款項將用作減低客戶欠中達證券及/或其聯屬人的債項，而客戶欠中達證券的任何債項亦即時到期及須予以清還。

## 2 抵押品

2.1 抵押品為客戶於現有或將來任何時候存放在、轉移或令致其轉移往中達證券或其聯屬人擁有任何權益、所有權或權益的情況下，轉移往任何其他人士或由任何其他人士持有的款項、證券及其他財產的各種權利及利益，並包括但不限於中達證券或其聯屬人不時為任何目的而持有、託管或控制的不同類型的證券及其權益。

2.2 客戶以實益擁有人的身份，謹此以第一固定抵押形式，向中達證券抵押所有客戶於抵押品的所有權益，以作為持續抵押品，以便清還客戶信貸融資條款下的義務，或客戶不論以何種形式欠中達證券或其聯屬人的債項，連同至付還日期期間的所有利息，以及在中達證券及其聯屬人記錄中所列的任何佣金、法律及其他費用、收費及開支。

2.3 該抵押將仍屬一項持續的抵押，會涵蓋全部或任何當其時在任何帳戶或其他地方顯示出客戶欠中達證券或其聯屬人的所有或任何結餘欠款。即使客戶作出任何中期支付，清結帳戶全部或部份付清客戶欠中達證券及/或其聯屬人的款項，即使客戶在中達證券的任何帳戶已清戶及其後已重新開戶或客戶單獨或與其他人其後開立任何帳戶。

2.4 客戶聲明及保證客戶合法地擁有抵押品，及客戶擁有良好權利及所有權將該抵押品存放予中達證券或其聯屬人，該等抵押品不受任何類別的留置權、抵押權或任何產權負擔所約束，現時或將來亦不受任何選擇權所規限。而構成抵押證券的任何股額、股份及其他的證券現時已被全數繳足股款及將會被全數繳足股款。

2.5 當客戶支付所有在本協議下可能要支付支付的款項及義務，以及所有相關開支後，客戶可要求發還抵押品，中達證券會就客戶為妥善處理該項發還的要求，向客戶發還抵押品的所有權及權益。

2.6 中達證券於通知客戶的情況下，便有權行使涉及有關抵押的表決權及其他權利，除非另有規定，否則客戶可指示行使附於或與抵押證券有關的其他權利，但此舉不得與客戶在信貸融資條款其他義務有所矛盾，或在任何形式下可能影響中達證券就抵押證券的權利。

2.7 客戶透過抵押方式不可撤回地委任中達證券作為客戶的受托代表人，代表客戶及以客戶的名義行事，及簽署、蓋印、執行、交付、完善及訂立所有契據、文書、文件、作為或事物，以履行根據信貸融資條款施加於客戶的義務及在整體上令中達證券行使信貸融資條款或根據信貸融資條款或根據法律而賦予中達證券的權利及權力，包括(但不限於):

- (i) 就任何抵押證券完善其所有權;
- (ii) 就任何抵押證券簽立轉讓契或擔保;
- (iii) 就任何抵押證券之下或所產生的到期或變成到期的欠款或款項申索作出查詢、規定、要求、接收、綜合及作出良好的解除;
- (iv) 就任何抵押證券發出有效的收取及解除及背書任何支票或其他文書或匯票; 及
- (v) 就為著中達證券考慮到有需要及應當保護根據信貸融資條款所產生的保障起見，一般而言作出申索或採取任何合法的行動或開始任何法律程序。

2.8 客戶同意中達證券如根據該等一般性條款或信貸融資條款出售證券，中達證券擁有絕對酌情權出售或處置任何抵押證券，並且當中達證券出售有關證券時，由中達證券一位職員所作出表示有關的出售權已變得可行使的聲明，對於任何購買該等抵押證券的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證據，以及沒有任何與中達證券或其代名人交易的人士有必要查詢該宗出售交易的情況。

2.9 客戶須不時應中達證券的要求，迅速地及妥善地簽訂及交付任何及所有中達證券為取得信貸融資條款的所有利益及其所授予的權利及權力而被中達證券視為有需要或有必要的任何及所有的其他文書及文件。

2.10 在不影響上述的概括性原則下，該抵押或其所抵押的數額將不會因以下所述任何事物所影響:

- (i) 中達證券或其聯屬人就信貸融資條款或任何其他責任而在現時或將來所持有的任何其他抵押、擔保或彌償;
- (ii) 任何抵押、擔保或彌償或其他文件的任何其他修訂、更改、寬免或解除(除有關的修改、修訂、寬免或解除外，包括該抵押);
- (iii) 中達證券或其聯屬人就任何抵押、擔保或彌償或其他文件(包括該抵押)的強制執行或沒有強制執行或免除;
- (iv) 不論由中達證券或其聯屬人向客戶或其他人所給予的時間、寬限、寬免或同意;

- (v) 不論是由中達證券或其聯屬人或任何其他人士作出或沒有作出的根據信貸融資條款的任何還款要求;
- (vi) 客戶的無償債能力、破產、死亡或精神不健全;
- (vii) 中達證券與任何其他人士進行合併、兼併或重組或向任何其他人士出售或轉移中達證券的全部或部份業務、財產或資產;
- (viii) 在任何時候客戶對中達證券或任何其他人士所存在的任何申索、抵銷或其他權利的存在;
- (ix) 中達證券與客戶或任何其他人士訂立的安排或妥協;
- (x) 涉及該項信貸融資的任何文件的條文或任何抵押、擔保或彌償(包括該抵押)或在任何該等文件或任何抵押、擔保或彌償(包括該抵押)之下及有關的條文的不合法性、無效或未能執行或缺陷,不論原因是基於越權、不符合有關人士的利益或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他的緣故;
- (xi) 任何根據涉及破產、無償債能力或清盤的任何法律可以避免或受其影響的協議、抵押、擔保、彌償、支付或其他交易,或任何客戶依賴任何該等協議、抵押、擔保、彌償、支付或其他交易所提供或作出的免除、和解或解除,而任何該等免除、和解或解除因此須被視為受到限制;或
- (xii) 任何由中達證券或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物(如果不是因為本條文)可能在運作上損害或影響客戶在信貸融資條款之下的責任。

### 3 常設授權

3.1 客戶現同意於保證金融資/ 孖展買賣協議仍然生效的期間,遵照《證券及期貨條例》及其有關規則條文的規定,不時代客戶收取的有關證券抵押品將被存放於在認可財務機構、獲監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立而為持有有關的客戶證券抵押品目的而在香港開立及維持的獨立帳戶作穩妥保管;被存放於以中達證券或其有聯繫實體的名稱在認可財務機構、獲監察委員會核准的保管人或另一獲發牌進行證券交易的中介人處開立的帳戶;或以客戶、中達證券或其有聯繫實體的名稱登記。

3.2 在不影響中達證券任何其他的權利或補救方法的原則下,客戶授權並同意中達證券或其有聯繫實體可以下列一種或以上的方式去處理不時代客戶收取或持有的證券或證券抵押品:

- (i) 依據證券借貸協議運用任何客戶的證券或證券抵押品;
- (ii) 將任何客戶的證券抵押品存放於認可財務機構,作為提供予中達證券的財務通融的抵押品;或
- (iii) 將任何客戶的證券抵押品存放於(i) 認可結算所;或(ii) 另一獲發牌或獲註冊進行證券交易的中介人,作為解除中達證券在交收上的義務和清償中達證券在交收上的法律責任的抵押品。

除非客戶於任何時候給予中達證券不少於十四日的書面通知撤銷有關授權，此項授權由客戶的帳戶首次被中達證券許可進行證券保證金買賣交易開始起計12個月內有效；但假若客戶或代客戶須向中達證券或其任何有聯繫實體負責的任何法律責任仍未解除，則該項撤銷將為無效。在有效期屆滿前沒有被撤銷的此項常設授權，可按照《證券及期貨條例》下的有關規則予以續期或當作已續期。

#### 4 信貸融資的終止

4.1. 中達證券可根據其絕對的情權，如出現以下其中一項或以上的事件，該項信貸融資將會被終止：

- (i) 客戶在本附表第3.2條或按其所述對中達證券的常設授權已遭撤銷；
- (ii) 當該常設授權的有效期屆滿或當客戶被要求就該常設授權續期時，該常設授權並沒有加以續期；或
- (iii) 根據該等一般性條款第16條的規定而終止本協議，而就此而言，任何的終止通知將視為對該項信貸融資的終止通知。任何客戶的債項必須於該項信貸融資終止的時候，立刻向中達證券清還。

4.2. 任何客戶仍未清還的債項必須於該信貸融資終止時，即時向中達證券清還。付還所有或部份欠中達證券的借貸款項本身並不構成取消或終止信貸融資條款。

5 謹此通知客戶中達證券有再質押客戶證券抵押品的做法。

如本附表的中英文版本有任何歧義，概以英文本為準。

## 第二附表

### (股票期權交易條款)

(中文版本，只供參考)

本股票期權買賣條款乃是中達證券投資有限公司(“中達證券”)與附錄於本股票期權買賣協議的帳戶開戶表格內的人士(“客戶”)簽訂的客戶協議(“客戶協議”)之補充，作為附件附錄在客戶協議之後。此協議允許客戶在香港聯合交易所(“聯交所”)進行股票期權買賣(“股票期權帳戶”)，而中達證券同意向客戶提供交易所股票期權買賣的服務。客戶確認已細閱、明白及同意中達證券之股票期權交易之條款和條件，股票期權之交易費用表以及期權交易所規則、證券及期貨(合約限量及須申報的持倉量)規則以及由證券及期貨事務監察委員會發出的有關指引內的申報規定及責任，並接受該等現時有效及不時修改的條款約束。客戶在此授權中達證券向香港聯合交易所期權結算所(“期權結算所”)提交關於客戶之持倉由期權結算所以組合基礎計算及收取有關之按金。倘若本協議之條款與本部份之條款發生衝突，以後者之條款為準。在此提醒客戶請小心及徹底地閱讀本部份，如客戶有任何疑問，應諮詢客戶之法律或其他專業意見。

#### 1. 釋義

- 1.1 本股票期權買賣協議中的術語具有與客戶協議或聯交所期權交易規則中的術語有同樣的含義，另有特別聲明者除外。
- 1.2 客戶協議中所提到的“帳戶”將被視為包含根據本股票期權買賣協議建立的股票期權帳戶。
- 1.3 “期權交易”是指期權長倉交易的購入、平倉、行使、結算以及解除，並包括通過期權帳戶沽出期權或建立任何未平倉空倉。
- 1.4 “客戶合約”具有與聯交所之期權交易規則中同樣的涵義，有效的期權合約是指期權系統將一個期權指示與關於這項期權的另外一個期權指示進行配對，並受到某一定期權之標準合約的條款及條件的制約。

#### 2. 法例及規則

2.1 所有交易所的期權業務都應遵守適用於中達證券的所有法例、規則及監管指令(“規則”)。這些規則包括聯交所的期權交易規則、聯交所期權結算所(“期權結算所”)的結算規則，以及香港中央結算所的規則。特別是，期權結算所有權根據規則來調整合約的條款，同時中達證券應將受影響到客戶作為一方的客戶合約之任何此類調整通知客戶。由中達證券、聯交所、期權結算所或香港中央結算所按這些規則而採取的一切行動對客戶都具有約束力。

2.2 客戶同意相關期權系列的標準合約之條款將適用於由中達證券與客戶簽訂的每份客戶合約，所有客戶合約都應按照這些規則來簽訂、行使、結算及解除。

#### 3. 抵押品

3.1 客戶同意不時的協定向中達證券提供現金及/或證券及/或其他資產(“抵押品”)，作為客戶根據本股票期權買賣協議對中達證券所負責任的擔保。此抵押品應按照中達證券的不時要求支付或提交。抵押品的金額應不少於(但可超過)規則中有關客戶未平倉持倉及交付責任的數額，並可能因應市值變動要求更多抵押品。

3.2 客戶將應要求給予中達證券規則規定中達證券須具有的授權，以授權中達證券直接或透過另一名期權交易所參與者，交付該等證券予期權結算所，以作為期權結算所抵押品，從而進行源自該名客戶給予中達證券指示的在交易所交易的期權業務；及中達證券並沒有獲得客戶任何其他授權，從而借入或借出客戶的證券或為著任何其他目的以其他方式不再管有客戶的任何證券(但該等證券給予客戶或得到客戶的指示的情況除外)。

#### 4. 合約

4.1 就按照客戶之指示已執行的所有期權合約，客戶將在中達證券通知的期間內，付予中達證券客戶已獲知會的期權金、中達證券的佣金及其他任何費用以及聯交所規定適用的交易徵費；並且中達證券可從期權帳戶或客戶在中達證券或其任何附屬公司、相關聯營或相聯公司開立的其他帳戶中扣除該等期權金、佣金、費用及交易徵費。

4.2 中達證券可隨時就客戶的未平倉持倉及交付責任訂定限額並不時通知客戶。

4.3 客戶確認：

- (i) 中達證券可能會將客戶合約平倉以符合聯交所訂定的持倉限額；
- (ii) 如果中達證券失責，聯交所的失責處理程序可能會導致客戶合約被平倉，或由另一名期權交易所參與者與客戶所訂立的客戶合約所取代。

4.4 客戶行使客戶合約或客戶合約被行使時，客戶應根據標準合約及按照其從中達證券所獲通知，履行客戶根據有關合約須承擔的交付責任。

4.5 客戶確認，在有關到期日（但亦只限於有關到期日當日），期權系統將就價內值百分比相等於或高於聯交所期權結算所不時釐定的標準的所有價內期權長倉未平倉合約，自動產生行使指示。客戶可指示中達證券按照期權結算所的〈結算運作程序〉在有關到期日系統終止前，取消“自動產生行使指示”。

4.6 客戶確認，如客戶提出要求，中達證券可同意根據規則，以客戶與另一名期權交易所參與者訂立的客戶合約，取代中達證券與客戶訂立的有關客戶合約。

4.7 客戶確認，雖然所有期權合約均在聯交所執行，客戶及中達證券在客戶合約中須以當事人身份訂立合約。

## 5. 客戶違約

5.1 如果客戶未能根據本部份履行本身的任何責任和/或償還客戶的任何債務，包括未能提供抵押品，這將構成客戶協議之一般性條款部份中第 15.1 條規定的“違約事件”，除了該等權利及權力外，根據本協議中的“一般性條款及條件”，中達證券可以在無須通知客戶之情況下：

- (i) 拒絕接受客戶就在交易所的期權業務給予的進一步指示；
- (ii) 將客戶與中達證券之間的部份或所有客戶合約平倉；
- (iii) 訂立合約或進行證券、期貨或商品的交易，以履行所產生的責任或對沖中達證券因客戶未有履行責任而須承擔的風險；或
- (iv) 處置保證金，並將該等處置所獲得收益清償客戶欠中達證券的債務。任何於清償所有客戶欠中達證券之債務後所剩下之收益須支付予客戶。

5.2 客戶同意按照中達證券不時通知客戶的息率及其他條款，支付期權帳戶內所有未清償逾期欠款之利息（包括客戶被判定應償債項後所招致的利息）。

## 6. 風險披露聲明

6.1 中達證券建議客戶參考本協議的第五附表－風險披露聲明書及免責聲明。

6.2 客戶確認基於證券市場的高度波動性質，就證券而買入或賣出期權涉及高程度的風險。

6.3 對期權買方的警告

客戶明白若干期權只可以在某個到期日才可以行使（歐洲式期權）及其他的期權則可以在到期日之前任何時間行使（美式期權）。客戶明白當行使某些期權時將須要交付或接收相關的證券，而在行使其他某些期權時，則須要作出現金支付。

客戶瞭解期權屬一種遞耗資產及客戶作為期權買方可能會損失就該期權而付出的所有期權金。客戶明白到作為期權買方，客戶如要套現利潤，就需要行使該期權或在市場上將期權合約的長倉平倉。在某些情況下，由於市場缺乏流通性，可能會難於買賣該期權。客戶明白到中達沒有義務在缺乏客戶的指示下行使一份具價值的期權，或事先向客戶就該期權的到期日作出通知。

#### 6.4 對期權賣方的警告

客戶亦瞭解到作為期權賣方，客戶可能被要求在任何時候支付額外的保證金。客戶明白，與期權買方不同，期權賣方可能會因為相關證券的價格的升跌而可能會蒙受無限的損失，而客戶的得益將只限於有關的期權金。

此外，美式認購(認沽)期權的賣方可能須在到期日之前的任何時間去交付(支付)相關的證券，其全數價值為訂約價乘以相關證券數目。客戶確認這個義務可能與在賣出該期權時所收取的期權金完全不符合比例，並可能只有很短的通知期。

6.5 客戶同意及明白，除非在本協議包括本附表或在期權交易規則或結算規則及其他適用的法律、規例或規則另有明確規定，以及只為著該些規定的目的之外，否則中達只作為代理人而非主事人。

6.6 中達的業務如果出現重大變化，因而可能會影響到中達向客戶所提供的服務，中達將就此知會客戶。

### 7. 陳述和保證

客戶確認：

- (i) 期權帳戶純粹為著客戶的帳戶及利益而並非為何其他人的利益而運作；或
- (ii) 客戶已向中達證券書面披露某人的姓名或名稱(期權帳戶是為該某人的利益而運作)；或
- (iii) 客戶已要求中達證券以綜合帳戶運作期權帳戶，並會即時應要求通知中達證券任何擁有客戶合約的最終實益權益人士的身份。

### 8. 一般事項

8.1 中達證券將應要求向客戶提供期權合約的產品細則。

8.2 倘若中達證券未能按照本部份的規定履行對客戶的責任，客戶有權向根據香港法例設立的投資者賠償基金索償，但須受到該項投資者賠償基金不時制定的條款所規限。

8.3 中達證券獲註冊為期權買賣交易所參與者，主要負責處理客戶的事務的證監會持牌代表已列在股票期權帳戶開戶表格內。

### 9. 客戶確認

客戶確認已詳閱並同意有關本協議包括本附表的條款，且中達證券已經以客戶所選擇的語言向客戶加以闡釋。

如本附表的中英文版本有任何歧義，概以英文本為準。

### 第三附表

#### (電子交易服務條款)

#### (中文版本，只供參考)

本條款與細則（“本條款與細則”）是附加於該客戶在中達證券投資有限公司（“中達證券”）開立的所有交易賬戶的開戶表格所述明的所有條款及細則及中達證券不時訂明的所有其他條款及細則，並須與上述各項條款及細則一併理解。如客戶協議與本條款與細則有任何衝突，以後者之條款為準。客戶確認已細閱、明白及同意本電子交易服務條款。

#### 1. 釋義

1.1 在本條款與細則之中，除文意另有所指外，以下的詞語將會具有以下意義：

1.2 “電子交易系統”指中達證券開發和應用之軟件，系統和其他設施，包括（但不限於）中達證券的網站，電話，傳真，電子郵件以及其他由中達證券根據本協定所提供的設備，供客戶發出電子交易指令並獲取中達證券提供的資訊服務。

1.3 “交易密碼”指客戶的通行密碼、個人身份密碼、使用者密碼，或該等就客戶使用中達證券的電子交易服務而不時向客戶知會的密碼。

1.4 “登錄名字”指指與密碼一併使用的客戶身份，客戶可藉此取得電子交易服務及中達證券提供的任何其他服務；

1.5 “指示認收”就一項指示而言（不管是指購買或出售證券或修訂或取消另一項先前已發出的指示，指中達證券就收到該項指示所作出的認收。

#### 2. 電子交易服務

2.1 中達證券向客戶發給其登錄名字和交易密碼後，即可啟動電子服務，而中達證券將會通知客戶。

2.2 客戶同意：

- (i) 根據本開戶檔中適用的協議條款使用電子服務；
- (ii) 其為電子服務的唯一授權用戶；
- (iii) 對其登錄名字和密碼的保密性和使用負責；
- (iv) 對使用其登錄名字和密碼而通過電子服務輸入的所有指示單獨負責；而中達證券對所收到的任何指示，均會假定是由客戶本人以中達證券所收到的時間及形式所下達的；
- (v) 若得悉其登錄名字或密碼遺失、盜用或未經授權而被使用，將會立即通知中達證券；
- (vi) 若其錯誤地輸入登錄名字和密碼超過三次，中達證券有權終止其電子服務；
- (vii) 若客戶是以電腦使用電子服務，客戶同意將其電郵地址提供予中達證券，並同意若其電郵地址有任何改變，將會從速通知中達證券，以及在其指定的電郵地址接收中達證券向其發出的電子通訊；
- (viii) 客戶同意通過電子服務就中達證券僅以電子服務向客戶提供任何通知、報表、交易確認書及其他通訊所作出的同意，是對客戶具有約束力的；及
- (ix) 在電子服務的各個期間結束後，客戶應立即退出電子服務。
- (x) 除非及直至客戶已收到中達證券的信息表示收到或確認已執行客戶的買賣盤，否則中達證券將不會被視為已收到客戶的指示或已執行客戶的買賣盤。

2.3 在不損害前述條文的一般性原則下，客戶承認並同意，其通過電子服務發出指示後，將難以修訂或取消該項指示，且僅在中達證券尚未執行指示的情況下，才可修訂或取消該項指示。在這情況下，中達證券將盡最大努力修訂或取消該項指示，但儘管客戶收到關於

修訂或取消指示的一項指示認收，也不保證中達證券將會作出該項修訂或取消。若中達證券沒有修訂或取消客戶原本的指示，客戶仍須對該項指示負責。

2.4 除了中達證券的電子交易服務外，客戶亦可直接致電向中達證券的營業代表發出指示。倘若客戶透過中達證券及/或中達期貨的電子交易服務聯絡中達證券及/或中達期貨時遇到任何問題，客戶可使用其他方法與中達證券及/或中達期貨聯絡，並通知中達所遇到的困難。

2.5 客戶明白及同意中達證券有權不經通知即時暫停、禁止、限制或終止客戶使用或進入中達證券電子交易系統及進行任何買賣，而該禁令或取消其電子交易服務賬戶將不影響雙方在禁令或取消賬戶前所享有的權利及義務。

2.6 客戶同意支付中達證券不時收取(如有)網上訂購、服務及其他收費。

### 3. 資訊提供

3.1 中達證券可通過電子服務向客戶傳遞資訊。客戶可能須就資訊支付費用。中達證券會從交易所、市場及傳遞資訊的第三方(合稱“資訊提供者”)取得資訊。

3.2 資訊屬中達證券、資訊提供者或其他人士的財產，且受版權保護。客戶除自用或在自己業務的正常過程中使用資訊外，不得在其他方面使用資訊或其任何部份。

3.3 客戶同意:

- (i) 未經中達證券及有關資訊提供者事先以書面方式明確表示同意，不會複製、再傳遞、傳播、出售、分發、發佈、廣播、傳閱或在商業上利用資訊作非法用途；
- (ii) 不會就任何非法目的使用資訊；
- (iii) 不會將資訊或其任何部份用於設立、維持或提供或協助設立、維持或提供買賣場地或買賣服務，以便買賣在香港聯交所上市的證券；及
- (iv) 不會向第三方傳播資訊。

3.4 客戶完全知悉中達證券的電子交易服務內向客戶提供由第三者所發布的有關金融及一般投資的數據純粹是為提供資料及參考之用。由於中達證券無法控制市況波動及數據傳送過程可能出現阻延，該等報價可能並非有關投資的實時的市場報價。儘管中達證券認為該等信息乃屬可靠的，但中達證券沒有任何獨立的基礎以核證或確認有關方面所提供的資料的準確性或完整性。客戶將不得就有關任何投資而於中達證券的電子交易服務內所提供的數據而推論中達證券對該等數據作出保證、推薦或認可。

3.5 客戶同意遵守中達證券以書面發出的合理要求，以保障資訊提供者和中達證券在資訊及獲電子服務中的有關權利。

3.6 客戶應遵守中達證券不時就批准使用資訊而合理地發出的指示。

### 4. 知識產權

4.1 客戶確認，電子服務和其中包含的軟件屬中達證券專有財產。客戶保證並承諾，其不應且不應試圖篡改、更改、取消編纂、逆轉設計或以其他方式更改電子服務的任何部分或其中包含的任何軟件，亦不應在未獲批准的情況下試圖存取電子服務的任何部分或其中包含的任何軟件。客戶同意，若客戶在任何時候違反本保證和承諾，或中達證券在任何時候合理地懷疑客戶已違反本保證和承諾，中達證券有權終止本電子服務協議。

4.2 客戶確認其通過電子服務取得的資訊或市場資料可能是第三方專有的資訊或資料。客戶同意，除非事先取得此等權利的擁有人的批准，客戶不會上載、錄製、複製或分發受版權或其他知識產權(以及宣傳和隱私權)保護的任何資訊、軟件或其他材料。

## 5. 法律責任和賠償限制

5.1 對於客戶在中達證券不能合理地控制的情況下所招致的任何損失、費用、開支或責任，中達證券、其相關代理人及資訊提供者概不負責。該等情況包括但不限於：

- (i) 在不受中達證券控制之電話、電子或其他系統而延遲、未能或不準確地處理向中達證券發出的或從中達證券收到的通訊；
- (ii) 第三方所進行的研究和分析、已準備的市場資料及其他資訊有延誤、不準確或遺漏之處，或其未能進行該等研究和分析、未能準備該等市場資料及其他資訊；
- (iii) 未經授權進入通訊系統，包括未經授權使用客戶的存取號碼、密碼及/或賬戶號碼；及
- (iv) 戰爭或軍事行動、政府限制、勞資糾紛、任何市場或交易所關閉或其正常交易秩序中斷、惡劣天氣狀況以及天災。
- (v) 就客戶因使用電子服務時對客戶所用的電腦、電腦軟件、數據機、或其他財物的損害。

5.2 對於因違反客戶協議（包括本電子交易服務協議）、適用的證券法律或條例，或侵犯任何第三方的權利，包括但不限於侵犯任何版權、所有權及隱私權而引起的任何及所有索償、損失、責任費用和開支（包括但不限於律師費），客戶同意為中達證券、其相關代理人及資訊提供者抗辯，並向其作出賠償，使其免受損失。此項義務在電子服務協議終止後仍然有效。

5.3 客戶同意賠償及免除中達證券及其高級人員、僱員、代理人、提供電子交易服務的第三者及提供電子交易服務傳送的第三者因客戶使用電子交易服務而引致的任何索償、損失、責務或有關費用及支出。上述義務持續有效直至本協議結束。

## 6. 終止電子服務

6.1 中達證券保留可基於任何原因全權酌情決定終止客戶存取電子服務或其任何部分的權利，而無須向客戶發出通知及受到任何限制；該等原因包括但不限於未經授權使用客戶的存取號碼、密碼及/或賬戶號碼、違反本電子服務協議或本開戶檔中其他適用的協議、中達證券未能繼續從任何資訊提供者取得任何資訊或中達證券與資訊提供者所簽訂的一項或多項協議受到終止。

6.2 若中達證券終止電子服務，資訊提供者及中達證券對客戶將不會負上任何法律責任；但若中達證券在沒有基於任何原因而終止電子服務，中達證券將按比例向客戶退回自該終止日期起客戶可能已就未向其提供的某部分電子服務所付的任何費用。

## 7. 風險披露

7.1 中達證券建議客戶參考本協議的第五附表－風險披露聲明書及免責聲明。

7.2 客戶承認並接受使用電子服務須承擔下述風險：

- (i) 若客戶通過電子服務進行交易，客戶須承擔與電子服務系統有關的風險，其中包括硬件和軟件故障、因任何系統發生故障而導致未能據客戶的指示執行其買賣盤，或未能完全執行其買賣盤；
- (ii) 基於難以預計的通訊擁塞及其他原因，電子服務可能不可靠；而通過電子服務所進行的交易可能受制於在傳遞和收取客戶指示及其他訊息方面出現延誤、在執行客戶指示方面出現延誤、或執行客戶指示時的證券價格不同於發出指示時的當時價格、傳遞中斷或訊號消失；須承擔的風險是在通訊上可能出現誤解或錯誤的情況；以及在一般情況下難以取消經已發出的指示。對於客戶因該等中斷或延誤或第三方存取資訊而可能招致的損失，本公司概不負責。若客戶並不準備承擔該等中斷或延誤的風險，客戶不應向本公司發出任何指示；及
- (iii) 通過本公司的電子服務向客戶提供的市場資料及其他資訊可由本公司從第三方取得。雖然本公司相信此等市場資料或資訊可以信賴，但本公司和該等第三方均不保證此等市場資料或資訊是準確、完整或適時的。

## 8. 一般事項

8.1 若雙方有任何異議，客戶同意以本公司的記錄(包括電子記錄)為準。

8.2 中達證券有絕對的情權不時增加、修訂、刪除或取代本協議任何條款，並通知你有關改變，而該等改變將會在有關通知指明的日期生效。

如本附表的中英文版本有任何歧義，概以英文本為準。

**第四附表**  
**(滬港通及深港通服務條款及特定風險披露)**  
**(中文版本，只供參考)**

隨滬港通及深港通的啟動，香港投資者可以透過香港聯交所分別投資於上海及深圳上市的合資格股票。有關滬港通及深港通的詳情及最新資料，請參考香港交易所網站: [www.hkex.com.hk/chinaconnect](http://www.hkex.com.hk/chinaconnect)。

中達證券客戶如欲參與滬港通或/及深港通股票交易，請務必細閱本風險披露聲明書、提出疑問及若有需要的話，客戶應尋求獨立諮詢意見。此風險披露聲明書並未涵蓋所有與透過滬港通及深港通進行證券交易有關的風險。中達證券客戶在開始任何交易活動之前應自身對滬港通或/及深港通股票交易進行調查和研究。

此風險披露聲明書可能不時被更改或補充，但中達證券不會就此風險披露聲明書所載的資料是否最新、準確或完整而作出任何聲明，也不承諾不定時更新聲明書內容。如欲了解有關滬港通及深港通的更多更新資料(包括但不限於與其相關的規則及法規)，請中達證券客戶參閱香港交易及結算所有限公司、香港證券及期貨事務監察委員會(香港證監會)、中國證券監督管理委員會、上海證券交易所(上交所)及深圳證券交易所(深交所)不時在其網站發佈的資料。

透過滬港通及深港通買賣證券所涉及下列的主要類別風險:

**1. 不受投資者賠償基金保障**

中達證券客戶須注意，香港的投資者賠償基金並不涵蓋透過滬港通或深港通進行的任何北向交易和南向交易。

香港的投資者賠償基金主要保障任何因持牌中介人或認可財務機構因為違責事項，而導致任何國籍的投資者因涉及香港交易所上市或買賣的產品而蒙受的金錢損失。

就港股通南向交易而言，由於中國內地的證券商並非香港證監會的持牌人或註冊機構，亦不受到證監會的規管，因此投資者賠償基金將不涵蓋透過滬港通或深港通進行的港股通南向交易。

就滬股通或深股通北向交易而言，根據《證券及期貨條例》，投資者賠償基金僅涵蓋在認可股票市場香港聯合交易所有限公司（聯交所）及認可期貨市場香港期貨交易所有限公司（期交所）上買賣的產品。由於滬港通或深港通北向交易違責事項並不涉及聯交所和期交所上市或買賣的產品，因此一如買賣海外證券的投資者，投資者賠償基金亦不涵蓋滬股通或深股通北向交易。

另一方面，中達證券客戶須注意就滬股通或及深股通機制下的北向交易將不受中國證券投資者保護基金之保護。根據《證券投資者保護基金管理辦法》，中國投資者保護基金的用途為“證券商被撤銷、關閉和破產或被證監會實行政接管、托管經營等強制性監管措施時，按照國家有關政策規定對債權人予以「償付」或「國務院批准的其他用途」。對於參與北向交易的香港投資者而言，由於他們是通過香港本地券商進行北向交易，而該券商並非內地證券商，因此中國內地投資者保護基金亦不涵蓋滬股通或深股通北向交易。

## 2. 額度用盡

當滬港通/深港通的北向每日額度用完時，即每日額度餘額在連續競價時段(或深交所的收盤集合競價時段)跌至零或交易已超過餘額，當日餘下時間就不會再接受買盤訂單，但賣盤訂單則可以繼續。下一個交易日會恢復接受買盤訂單。至於已獲接受的買盤訂單不會因每日額度用盡受影響，除非相關經紀取消訂單，否則將維持在上交所/深交所的訂單紀錄內。

若果北向每日額度於開市集合競價時段用盡，新的買盤將被駁回。不過，由於取消訂單在開市集合競價時段很平常，北向每日額度餘額或可於開市集合競價時段完結前已回復正數水平。於此情況下，聯交所於當日將再次接受北向買盤訂單。

## 3. 交易日及交易時間的差異

由於滬港通及深港通只有在內地與香港兩地市場均為交易日、而且內地與香港兩地市場的銀行在相應的款項交收日均開放服務時才會開放，所以有可能出現中國內地市場為正常交易日、而香港投資者卻不能買賣證券的情況。中達證券客戶須注意滬港通及深港通的開放日期，並因應自身的風險承受能力而決定是否在滬港通或深港通關閉期間承擔證券價格波動的風險。

此外，中國內地與香港股市的交易時間並不一樣，透過滬港通及深港通買賣A 股的時間與買賣港股不同，因此中達證券客戶須注意有關差異。

#### 4. 前端監控對沽出的限制

對於一般將證券存放於券商以外的中達證券客戶，如果需要沽出所持有的某些證券，必須在不遲於中達證券及/或其代理商不時酌情指定的截止時間前成功把該證券轉至券商帳戶中。只有已經交收之股票方可在任何滬港通或深港通交易日沽出。

#### 5. 境外持股限制

滬港通或/及深港通機制下證券的交易、取得、處置和持有始終須遵守適用法律、規則及，其中包括了買入和持有限制的境外持股限制。

此等限制限制客戶購買、認購或持有任何滬港通/及深港通股票或者獲得關於滬港通/及深港通股票的任何權益的能力，或者要求客戶從總體上或者在某一具體時點降低其在任何滬港通/及深港通股票中的持有水平，無論是透過強制出售還是其他方式，即使客戶個人的持有水平並未超出此等限制。中達證券客戶可能因前述限度、限制及/或強制出售遭受損失。

#### 6. 合資格股票的調出

合資格股票名單可能有變化，某些股票或會被調出可透過滬港通或/及深港通交易的合資格股票範圍。當一些股票被調出時，該股票只能被賣出而不能被買入。這對投資者的投資組合或策略可能有影響。投資者需要密切關注上交所、深交所及聯交所提供及不時更新的合資格股票名單。

#### 7. 內地市場風險

- 經濟風險

中國經濟情況與股市表現有密切關係。

- 人民幣匯價波動風險

中達證券客戶買賣滬深A股股票，如需要將港元兌換成人民幣，便要承受人民幣匯價變動的風險，而匯兌過程亦會有成本。即使人民幣資產的價格在中達證券客戶買入及中達證券客戶贖回/賣出時保持不變，但如果人民幣貶值，中達證券客戶亦會在贖回/賣出所得兌換為本地貨幣時有所損失。

此外，人民幣無法自由兌換，其兌換或須遵守不時施行的外匯管制及限制。中達證券客戶將資金匯入中國內地或者從中國內地匯出的能力將受到適用中國內地法律的限制。

- 政策風險

中央政府的經濟和金融政策會影響投資市場的表現。中達證券客戶需要留意中央政府刺激經濟或發展不同行業的政策，亦要留意針對貨幣、利率、信貸和股票市場的不同金融政策。

## 8. 關於深交所創業板風險

中達證券客戶須注意相對於在主板上市的股票，於深交所創業板上市的股票有較高的風險。於規管風險方面，深交所創業板市場與深交所主板和中小板市場在上市、交易、信息披露以及其他事項的規則和指引方面都存在較大差異。於退市風險方面，創業板市場上市公司退市標準與深交所主板市場和中小板市場不同。於公司經營風險方面，創業板市場上市公司有較高的經營風險，因為這些公司一般處於發展初期，經營歷史較短，其未來表現存在很大的不確定性。最後，創業板市場上市公司股價可能發生大幅波動，特別是那止流通股本較少的創業板市場上市公司可能較容易被主要股東操縱股價。中達證券客戶請參閱深交所網站。

## 9. 稅務

來自任何投資的所得或利潤均可能需要繳納發行人國家或投資交易所在國徵收的預扣稅、資本增值稅或其他稅項。在此情況下，中達證券客戶將僅取得銷售或贖回投資後所得任何款項或收益減去適用法律、規則及法規要求的預扣稅、資本增值稅或其他稅項後所得的款項。如果無法主張享受雙邊避稅協定項下利益或享受預扣稅扣減，中達證券客戶將會增加就投資所繳納的稅款。

## 10. 海外費用及徵費

股票買賣或須繳納適用法律、規則及法規項下的及由海外監管機構徵收的額外費用及徵費。此等費用及徵費的金額或會不時發生變化。

中達證券客戶或會僅收到扣除此等費用及徵費後的任何投資出售或贖回的款項或所得。

#### 11. 披露義務

中達證券客戶或須遵守關於披露在股票中所持權益的中國適用法律、規則及法規，並且在適用法律、規則及法規項下可能被限制取得或處置股票。無法保證中達證券客戶可獲得關於股票的披露要求和相關交易限制的豁免，並且中達證券客戶自行負責遵守此等適用法律、規則及法規。中達證券不會為任何法律、規則及法規下適用於中達證券客戶的披露義務或交易限制負責。

(如中、英文版本有任何歧義，概以英文版本為準。)

**第五附表**  
**(風險披露聲明)**  
**(中文版本，只供參考)**

本風險披露聲明並無披露任何交易或所提供服務的全部風險及其他重大方面，因此客戶應審慎考慮，由客戶直接達成的交易就客戶的投資目標、財務狀況、風險承受能力及投資經驗而言是否適合。在考慮是否進行交易或投資時，客戶應從整體上知悉並瞭解有關風險，尤其應注意以下事項：

**1.1 證券交易風險**

證券價格可能會出現波動，而且實際上也的確會出現波動，有時甚至會出現大幅波動。任何一項證券的價格都會有升有跌，甚至可能會失去全部價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

**1.2 於香港以外地區收到或持有的客戶資產的風險**

中達證券於香港以外地區收到或持有的客戶資產須受有關海外司法轄區的適用法律法規的管轄，而該等法律法規可能有別於《證券及期貨條例》及據此制訂的規則。因此，客戶的資產可能不享有與在香港收到或持有的客戶資產所享有的相同保障。

**1.3 創業板股票交易的風險**

創業板（"創業板"）股票涉及高投資風險。尤其是，在創業板上市的公司無需有過往盈利記錄，亦無需預測未來盈利。創業板股票可能是非常不穩定和不能立即變現的。

客戶應在經過審慎周詳的考慮後方才決定是否投資。創業板的較高風險性質及其他特點，意味著創業板較適合專業及其他資深投資者。

關於創業板股票的當期資訊僅可見於聯交所運營的互聯網網站。創業板公司通常無須在公報指定報章上刊登付費公告。

倘若客戶未能確定或不明白本風險披露聲明的任何內容或者創業板股票買賣的性質及其涉及的風險，客戶應尋求獨立的專業意見。

#### 1.4 於聯交所買賣NASDAQ-AMEX證券的風險

Nasdaq-Amex試驗計劃（“試驗計劃”）包括的證券旨在針對資深投資者。客戶於買賣試驗計劃證券前，應諮詢中達證券並瞭解試驗計劃。客戶應知道，試驗計劃證券並非作為聯交所主板或創業板的第一或第二上市證券而受到監管。

#### 1.5 授權持有郵件或向第三方發送郵件的風險

如果客戶授權中達證券持有郵件或向第三方發送郵件，則客戶應迅速親自收取客戶賬戶的所有成交單據和結單並仔細加以審閱，以確保及時發現任何異常或錯誤。

#### 1.6 結構性產品的交易風險

##### (i) 信用風險

如果結構性產品的發行人是中達證券，則該結構性產品的價值取決於中達證券履行其在相關原則條款項下的義務的能力。這些義務（包括但不限於按照該結構性產品的條款和條件在行使、期滿或到期（視情況而定）時向客戶交付基礎資產或現金結算金額）是中達證券而非任何其他人的無擔保義務。

如果結構性產品的發行人不是中達證券，則該結構性產品的價值取決於該發行人履行其在相關原則條款項下的義務的能力。這些義務並非中達證券所負的義務，因此中達證券不負責確保這些義務得到履行。

##### (ii) 相關發行人和/或相關發行人的代理人的違約風險

就客戶購買的每一結構性產品而言，中達證券可與相關發行人或該發行人的代理人達成背對背交易。如果發生該發行人或該發行人的代理人的某些信用事件，則客戶對中達證券的追償權將限於在中達證券與該發行人或該發行人的代理人（視情況而定）之間的背對背交易項下應向其支付的款項或證券（或者其他財產或資產）的淨值。換言之，客戶將承擔該發行人或該發行人的代理人（視情況而定）的信用風險。因此，客戶應對該發行人或該發行人的代理人的信譽作出自己的評估。

##### (iii) 市場風險

結構性產品含有高度風險。結構性產品的價值將會受到每日變化的若干市場變量的影響，如利率、外匯、時間值、市場的波動性和流動性、政治或經濟狀況以及在整體上影響市場表現的其他相互關聯的因素。

基礎資產的價值可上可下，而且，過去的業績並不一定能標示今後的業績。基礎資產價值的變化可能會導致結構性產品的價格和/或償還價值及其所得收入（如有）的變化，而後者的變化與基礎資產價值的變化相比，可能會有不同的結果，或者變化的幅度更大。結構性產品的價值可能漲得快也跌得快，或在到期之時或之前變得毫無價值。客戶有可能承擔損失全部或很大部分投資的風險。

(iv) 流動性風險

以下情況是不可能預測的：任何結構性產品是否可能以及能在什麼程度上形成二級市場，或者該等結構性產品在該二級市場上將以什麼價格交易，或者該市場是流動的還是非流動的。

如果任何結構性產品未在任何交易所上市或交易，則難以獲得該等結構性產品的價格資訊，而且該結構性產品的流動性也可能受到不利影響。

(v) 貨幣風險

結構性產品和/或基礎資產可能會包括以外幣計算的合約交易。此等交易中的利潤或虧損（不論交易是在客戶本身所在的司法轄區還是其他司法轄區進行）均會在需要將合約規定的貨幣兌換成另一種貨幣時受到匯率波動的影響。

(vi) 事件風險

結構性產品的價值和/或結算可能會受到發生或存在某些事件的影響，如（但不限於）參照實體的信用表現、合併和處置、交易中止、價格來源混亂、組成指數籃子的指數的計算和/或構成的實質性變化等。在某些情況下，客戶有可能承擔損失全部或很大部分投資的風險。

(vii) 基礎資產業績風險

對結構性產品的投資並非對基礎資產的投資，而且客戶對該等基礎資產沒有任何權利。但是，基礎資產的業績將對結構性產品的價值有直接影響。中達證券未曾而且也不會在任何時候對基礎資產進行任何調查或審查，中達證券亦不就基礎資產的業績或基礎資產的選擇作出任何擔保或者明示或默示保證。

以上只是反映了通常與投資結構性產品相關的若干風險，而並非旨在披露結構性產品的全部風險和所有重要方面。客戶應認真閱讀相關要約文件和原則條款的內容，以便瞭解結構性產品的特點以及與之相關的具體風險。

如有疑問，客戶應在作出投資決定之前向法律、稅務和/或財務顧問或者客戶認為合適的其他顧問進行諮詢。

## 1.7 衍生認股權證:

客戶承認並同意：衍生認股權證是一種工具，給予投資者權利於指定到期日按預設價格“購入”或“沽出”相關資產。於到期時，結算通常以現金進行，而非以購入或沽出相關資產進行。衍生認股權證可就多種資產，包括股票、股票指數、貨幣、商品，或籃子證券而發行，通常分為認購及認沽兩類。認購認股權證的持有人有權但非必須於某段時間內按預定價格（亦稱為行使價）向發行購入指定金額的相關資產。相反，認沽認股權證的持有人有權但非必須於某段時間內按預定價格向發行沽出指定金額的相關資產。

### (i) 流動性風險

衍生認股權證持有人是發行人的無抵押債權人，對發行人可能持有的任何資產並無優先申索權。因此，投資者須承受發行人的信貸風險。

### (ii) 槓桿風險

儘管衍生認股權證價格只佔相關資產價格的一部分，惟衍生認股權證價格的升跌遠較相關資產急速。在最差的情況下，衍生認股權證格價值可跌至零，而持有人可能損失其全數購買價。

### (iii) 有限的有效期

與股票不同，衍生認股權證具到期日及因而具有有限的有效期。除非衍生認股權證為價內認股權證，否則於到期時變得毫無價值。

### (iv) 時間耗損

衍生認股權證的價值將隨時間遞減。因此，衍生認股權證絕對不應被視為作長線投資而買賣的產品。

### (v) 波幅

相關資產的波幅會導致認股權證價格上升，而波幅下降則會導致衍生認股權證的價格下跌。

### (vi) 市場力量

除了決定衍生認股權證理論價格的基本因素外，衍生認股權證價格亦受衍生認股權證的供求所影響。當衍生認股權證快將售罄或增發現有衍生認股權證時，供求力量可能屬最大。

### (vii) 成交量

衍生認股權證成交量高不應被當作其價格上升的指標。衍生認股權證的價格受市場力量至技術事宜等多種因素影響，例

如：相關資產的價格、相關資產價格的波幅、距離到期尚餘的時間、利率及相關資產的預期股息。

## 1.8 牛熊證的風險:

牛熊證是一類結構性產品，其追蹤相關資產的表現而毋須投資者支付擁有實際資產所需的全數價格。牛熊證有牛證或熊證之分，設有固定到期日，容許投資者買入相關資產的看好或看淡持倉。牛熊證在發行時附帶條件，在牛熊證有效期內，當相關資產價格達到上市文件指定的水平（稱為“收回價”）時，發行人將會收回有關牛熊證。如收回價在到期前已達到，牛熊證將提早到期，並將即時終止買賣。在上市文件中指定的到期日將不再有效。牛熊證分為N類牛熊證及R類牛證兩類。N類牛熊證所指的牛熊證是指牛熊證的收回價相等於其協定價，以及當相關資產的價格一經達到或超逾收回價時，牛熊證持有人即不會收到任何現金付款。R類牛熊證所指的牛熊證是指牛熊證的收回價不同於其協定價，以及在發生強制收回事件（“強制收回事件”）時牛熊證持有人可收到少量的現金付款（“剩餘價值”），但在最差的情況下，將不獲支付任何剩餘價值。

### (i) 強制收回

當相關資產觸及收回價，牛熊證將被發行人收回，而牛熊證的買賣將提早終止。當R類牛熊證提早到期，持有人可收到少量的剩餘價值付款，但在不利的情況下可能不會收到任何剩餘價值付款。當牛熊證一經收回，即使相關資產價格可能反彈，惟該已被收回的牛熊證不會恢復在市場上買賣及投資者將不能從價格反彈中獲利。

### (ii) 槓桿風險

由於牛熊證是槓桿產品，牛熊證價格在比例上的變動會較相關資產為高。若相關資產價格的走向與投資者原先預期的相反，投資者可能要承受比例上更大的損失。

### (iii) 有限的有效期

牛熊證有一有限的有效期，並於固定日期到期。如牛熊證在固定到期日前收回，其有效期可能較短。牛熊證的價格會隨着相關資產價格的變動而波動，並且於到期後變得沒有價值，以及在若干情況下，如牛熊證已被提早收回，即使在正常到期日前，亦可能會變得沒有價值。

### (iv) 相關資產的走勢

牛熊證的價格變動雖然趨向緊貼其相關資產的價格，但在某些情況下未必如此。牛熊證的價格受多種因素所影響，包括其本身的供求、融資成本及距離到期的時限。此外，個別牛熊證的對沖值亦不會經常接近一，特別是當相關資產的價格接近收回價時。

### (v) 流通量

雖然牛熊證設有流通量提供者，但不能保證投資者可以隨時以其目標價格買入／沽出牛熊證。

(vi) 融資成本

牛熊證的發行價包括融資成本及發行人將在上市文件中訂明計算其在牛熊證推出時的融資成本的公式。由於每隻牛熊證的融資成本可能因其包括發行人的融資/股票借貸成本（經股票的預期普通股息及發行人的邊際利潤所調整）而有所不同，建議投資者準備對具備類似相關資產及條款的牛熊證之不同發行人的融資成本進行比較。當牛熊證被收回時，牛熊證持有人（投資者）將損失自融資成本計入牛熊證推出時的首次價格起計整段期間的融資成本，儘管為牛熊證融資的實際年期因發生強制收回事件而被縮短亦然。

1.9 買賣綜合複製策略的交易所買賣基金(合成ETF)的風險:

(i) 市場風險

交易所買賣基金主要為追蹤某些指數、行業/領域又或資產組別(如股票、債券或商品)的表現。交易所買賣基金經理可用不同策略達至目標，但通常也不能在跌市中酌情採取防守策略。客戶必須要有因為相關指數/資產的波動而蒙受損失的準備。

(ii) 追蹤誤差

這是指交易所買賣基金的表現與相關指數/資產的表現脫節，原因可以來自交易所買賣基金的交易費及其他費用、相關指數/資產改變組合、交易所買賣基金經理的複雜策略等等因素。

(iii) 交易對手

若合成ETF投資於衍生工具以追蹤指數表現，客戶除了會承受與指數有關的風險外，亦會承受發行有關衍生工具的交易對手的信貸風險。此外，註冊機構亦應考慮有關衍生工具發行人的潛在連鎖影響及集中風險(例如由於衍生工具發行人主要是國際金融機構，因此若合成ETF的其中一個衍生工具交易對手倒閉，便可能對該合成ETF的其他衍生工具交易對手產生“連鎖”影響)。有些合成ETF備有抵押品以減低交易對手風險，但仍要面對當合成ETF的抵押品被變現時，抵押品的市值可能已大幅下跌的風險。

(iv) 以折讓或溢價買賣

若合成ETF所追蹤的指數/市場就客戶的參與設有限制，則為使合成ETF的價格與其資產淨值一致的增設或贖回單位機制的效能可能會受到影響，令合成ETF的價格相對其資產淨值出現溢價或折讓。客戶若以溢價買入合成ETF，在基金終止時可能無法收回溢價。

1.10 供股權益的風險:

若客戶要行使及買賣供股權益，應留意有關的限期。未被行使的供股權益在到期時將沒有任何價值。但若客戶決定不行使供股權

益，除非客戶打算在市場上轉讓這項權利，否則無需採取任何行動。如要轉售供股權益，應留意認購期內設有指定的買賣期，在此之後供股權益將會變得毫無價值。若客戶決定放棄供股權益，其持股比例將會因公司增發新股而被攤薄。

#### 1.11 電子交易風險：

客戶承認並同意：(a)於需求高峰、市場波動、系統升級或維護期間或因其他原因，獲取互聯網服務可能會受到限制或無法獲取；(b)通過互聯網進行的交易可能會由於互聯網的流量而受到中斷、傳送停頓、傳送滯延的影響，亦可能因互聯網的開放性質而出現不正確的數據傳送；(c)指示可能不被執行，或者被延誤，以致執行指示之時的價格與發出指示之時的價格有所不同；(d)通訊及個人數據可能被未經授權的第三方取得；(e)客戶的指示可能未經人工審閱而被執行；(f)可能存在系統故障而導致客戶的指示不被執行；(g)客戶缺乏互聯網經驗而導致客戶的指示不被執行或被錯誤執行；或(h)由於系統不能迅速顯示交易的完成而為同一指示多次發出指示。

客戶亦承認並同意，指示一經發出，通常不能被取消，而客戶同意於發出所有指令之前審慎行事。客戶為取消某一指令而作出的嘗試僅為“取消要求”。儘管中達證券將盡合理努力來處理客戶的“取消要求”，但倘若中達證券無法更改或取消指令，其將不會對客戶承擔任何責任。

#### 1.12 保證金買賣的風險：

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於中達證券作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示（例如“止蝕”指令或“限價”指令）無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為其賬戶內因此而出現的任何欠款及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合客戶。

#### 1.13 提供將客戶的證券抵押品等再質押的授權書的風險：

向中達證券提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如客戶的證券或證券抵押品是由中達證券在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下有效。此外，除非客戶是專業投資者，否則客戶的授權書必須指明有效期，而該段有效期不得超過十二個月。如果客戶是專業投資者，則有關限制並不適用。客戶的授權書必須指明有效期，而該段有效期不得超過十二個月。如果客戶是專業投資者，則有關限制並不適用。

此外，假如中達證券在有關授權的期限屆滿前最少十四日向客戶發出有關授權將被視為已續期的提示，而客戶對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。現時並無任何法例規定客戶必須簽署這些授權書。然而，中達證券可能需要授權書，以便（舉例來說）向客戶提供保證金貸款或獲准將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。中達證券應向客戶闡釋將為何種目的而使用授權書。

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或作出押記。雖然中達證券根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但中達證券的違責行為可能會導致客戶損失客戶的證券或證券抵押品。大多數持牌人或註冊人均提供不涉及證券借貸的現金賬戶。假如客戶無需使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並應要求開立該等現金賬戶。

#### 1.14 人民幣產品買賣的風險：

人民幣現時不能自由兌換，而通過香港特區銀行兌換人民幣亦受到一定的限制。就非以人民幣計值或相關投資並非以人民幣計值的人民幣產品，進行投資或清算投資該等產品可能涉及多種貨幣兌換成本，以及在出售資產以滿足贖回要求及其他資本要求(包括清算營運費用)時可能涉及人民幣匯率波動及買賣差價。若客戶的戶口沒有足夠的人民幣資金以認購人民幣產品，在符合所有適用法律、法規及規則下，我們可以協助客戶以其他貨幣兌換人民幣。但是，基於人民幣資金於香港流通之限制，我們不能保證可以向客戶提供足夠的人民幣資金。若沒有足夠的人民幣資金，我們可能對客戶之交易平倉，且客戶可能因為不能作出結算而蒙受損失，從而對客戶的投資造成不利影響。以人民幣產品而言，當人民幣兌港元的價值出現貶值時，以港元作出投資的價值將會下跌。

如本聲明的中英文版本有任何歧義，概以英文版本為準。

## 第六附表

(美股交易服務補充協議的條款)

參閱英文版本第99頁

**第七附表**  
**(個人資料收集聲明)**  
**(中文版本，只供參考)**

**中達證券投資有限公司（“中達證券”）**

本聲明乃中達證券投資有限公司（“中達證券”）根據香港特別行政區《個人資料(私隱)條例》（“私隱條例”）作出，目的是向客戶闡明收集個人資料的原因、用途和查詢個人資料記錄的途徑。

**1.披露義務**

除特別聲明外，否則客戶須向中達證券提供隨附開戶資料表格所要求提供的個人資料。若客戶未提供該等資料，客戶將無法在本公司開立賬戶，因本公司將沒有足夠資料開立和管理該賬戶。

**2.個人資料的使用**

**2.1 資料使用者**

有關客戶的所有個人資料（無論是否由客戶或任何其他人士提供，亦無論客戶是否收到本開戶檔），均可由以下任何公司或人士（各稱“資料使用者”）使用：

- (i) 中達證券及/或其任何聯營公司（“集團”）；
- (ii) 集團任何董事、高級人員或僱員；
- (iii) 集團在執行客戶指示和經營集團業務時而授權的任何人士（如律師、顧問、代理人、託管人等）；
- (iv) 任何作為或被提名為集團對客戶所能行使權利或義務的受權人；及
- (v) 任何政府或監管機構或其他團體或機構，無論是否根據適用於集團屬下任何成員的法律或規例。

**2.2 目的**

有關客戶的所有個人資料，均可由任何資料使用者就以下目的使用：

- (i) 為資料使用者本身或協助其他財務機構進行新的或現有的客戶核實及信貸查核程序；
- (ii) 持續地管理賬戶；包括收取到期賬項及執行擔保、抵押或其他權利和權益；
- (iii) 設計更多產品和服務或向客戶推銷集團的產品；

- (iv) 將該等資料轉移至香港境外任何地方；
- (v) 與客戶的個人等資料作出比較（而無須考慮資料來源及收集資料的目的，亦無須考慮該資料是否從資料使用者或其他人士中取得），以便(A)查核信貸；(B)核實資料及/或(C)提供或核實可能需要的資料，以便進行資料使用者或其他人士認為適合的行動（包括與客戶或其他人士權利、義務或權益有關的行動）；
- (vi) 按任何其他協議或服務的條款而提供的客戶個人資料；
- (vii) 因為需要遵守任何法律、規則、法院指令或任何監管機構的指令；
- (viii) 任何有關執行客戶指示或涉及集團的業務或交易。

### 3.查閱和更正資料權

根據《條例》的規定，客戶有權查閱和更正其戶口的個人資料。一般而言，在符合若干豁免規定的情況下，客戶有權：

個人資料搜集聲明

- (i) 查詢本公司是否持有與客戶相關的個人資料；
- (ii) 要求在合理時間內以合理和可理解的形式取得客戶個人資料，而須繳付的費用亦不得過高；
- (iii) 要求更正客戶的個人資料；及
- (iv) 在其提出有關查閱或更正資料之要求遭拒絕的情況下獲知遭拒絕的原因，並對該拒絕提出反對。

### 4.聯絡人士

若客戶希望查閱及/或更正與客戶相關的個人資料，客戶應向本公司的客戶服務部主管提出。

中達證券投資有限公司

香港銅鑼灣新寧道8號 中國太平大廈2期5樓

電話：(852) 3958-4600

傳真：(852) 2865-5265

中達證券投資有限公司可對本聲明不時作出修改、修訂或補充。最新版本的聲明可於中達證券投資有限公司之網站

<http://www.cwsi.com.hk/> 取覽或以書面方式向中達證券投資有限公司索取。

如本聲明的中英文版本有任何歧義，概以英文版本為準。

## 第八附表

### (有關實施香港投資者識別碼制度條款)

(中文版本，只供參考)

根據香港證券及期貨事務監察委員會(“證監會”)於2021年8月發佈的《有關在交易層面上對香港證券市場實施投資者識別碼制度的建議以及為在香港聯合交易所(“聯交所”)上市的股份引入場外證券交易匯報制度的建議的諮詢總結文件》，我們須要向客戶收集最新的客戶識別信息及就收集及處理客戶的個人資料取得客戶的明示同意以符合要求。

閣下明白並同意，中達證券有限公司為了向閣下提供與在香港聯合交易所(聯交所)上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證券及期貨事務監察委員會(證監會)的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與閣下有相關的個人資料(包括閣下的客戶識別信息及券商客戶編碼)。在不限制以上的內容的前提下，當中包括—

- a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移閣下的個人資料(包括客戶識別信息及券商客戶編碼)；
- b) 允許聯交所：(i)收集、儲存、處理及使用閣下的個人資料(包括客戶識別信息及券商客戶編碼<sup>1</sup>)，以便監察和監管市場及執行《聯交所規則》；(ii)向香港相關監管機構和執法機構(包括但不限於證監會)披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii)為監察市場目的而使用有關資料進行分析；及
- c) 允許證監會：(i)收集、儲存、處理及使用閣下的個人資料(包括客戶識別信息及券商客戶編碼)，以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii)根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

閣下亦同意，即使閣下其後宣稱撤回同意，我們在閣下宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移閣下的個人資料以作上述用途。

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

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<sup>1</sup> 本條文所述的“券商客戶編碼”及“客戶識別信息”具有《證券及期貨事務監察委員會持牌人或註冊人操守準則》第 5.6 段所界定的含義。

## 第九附表

### (中華通北向交易個人資料收集聲明)

(中文版本，只供參考)

#### 處理個人資料作為中華通北向的一部分

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

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

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

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

則，以便監察及監察有關中華通市場的證券交易；和（ii）向內地監管機構和執法機構披露有關資料，以促進履行其內地金融市場的監管、監察及執法職能。

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

#### **未能提供個人資料或同意的後果**

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

\*如中、英文版本有任何分歧，一概以英文版本為準

# CLIENT AGREEMENT

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# GENERAL TERMS AND CONDITIONS

## (Securities Trading)

In consideration for the provision of securities trading, margin facilities and related services by Central Wealth Securities Investment Limited ("CWSIL"), the Client identified in the Account Opening Form or approved by CWSIL and at whose request or on whose behalf one or more accounts are opened with CWSIL agrees to accept and be bound by the provisions of the Account Opening Form, these General Terms and Conditions ("Conditions") and the applicable First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and/or Sixth Schedule hereto (collectively called "This Agreement" or "Agreement"), as from time to time amended or supplemented by CWSIL, which said provisions of the Agreement shall apply to all of the said services and facilities provided to such Client ("the Client"), unless otherwise expressly agreed in writing by CWSIL. If the Client carry on or continue to carry on business with CWSIL, it shall constitute the Client's acceptance of CWSIL's terms and conditions which form part of CWSIL's agreement with the Client and constitute a legally binding contract between the Client and CWSIL. This Agreement shall be in substitution for and to the exclusion of any prior terms of business between Client and CWSIL relating to the subject matter of This Agreement.

### 1. Definitions and Interpretation

- 1.1 "The Client" means the individual, sole proprietor, firm or body corporate which expression shall include such Client's heirs, executors, administrators, personal representatives and successors as the case may be and all references to "the Client's" shall be construed accordingly.
- 1.2 "Account" means the account or accounts opened and maintained by the Client with CWSIL from time to time for use in connection with its trading in Securities.
- 1.3 "Agreement" means the Cash Client Agreement, the Stock Options trading Agreement, the Electronic Trading Services Agreement, the Margin Trading Agreement, Shanghai – Hong Kong Stock Connect Service Agreement and/or other contracts (wherever applicable) signed by the Client and CWSIL, and all other documents completed or executed by the Client in relation thereto, including all amendments and subsequent addenda to the said agreements if any.

- 1.4** “Securities” means any interests, rights or property (whether in the form of an instrument or otherwise) commonly known as securities or regarded as securities pursuant to the law including, without limitation:- (a) shares, stocks, debentures, loan stocks, funds, certificates of deposit, bonds or notes of, or issued by, any person, government or municipal government authority; (b) rights, options, forward contracts, futures or interests (whether described as units or otherwise) in or in respect of any securities in (a) above; (c) certificates or receipts for, or warrants to subscribe for or purchase, any securities in (a) above; and (d) interests in any collective scheme.
- 1.5** “Transactions” means any transactions concerning the purchase, subscription, sale, exchange or other disposal of and dealings in any and all kinds of Securities on any Exchange including (but not limited to) safe-keeping of securities and the provision of nominee or custodian service therefore and other transactions effected under or pursuant to This Agreement.
- 1.6** “Access Codes” means the Client’s Password, PIN, User ID or such codes as may be notified to the Client in respect of the Client’s access to the Electronic Trading Services.
- 1.7** “SEHK” means The Stock Exchange of Hong Kong Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge.
- 1.8** “SFC” means the Securities and Futures Commission of Hong Kong.
- 1.9** “SFO” means the Securities and Futures Ordinance Cap.571, Laws of Hong Kong.
- 1.10** “Compensation Fund” means the compensation fund established pursuant to the Securities and Futures Ordinance.
- 1.11** “CWSIL”, which expression shall include the head office and each and every branch of CWSIL wherever situated, its successors in title and assigns.
- 1.12** “Central Wealth Group” (CWG) means Central Wealth Group Holding Limited, Central Wealth Securities Investment Limited and other

companies associated in any manner with CWG.

## **2. Scope of Agency and Authorization**

**2.1** The Client or the Client's Authorized Person(s) may give to CWSIL instructions (which CWSIL may in its absolute discretion reject) to effect securities and other transactions for the Client. CWSIL may act on instructions given orally, in writing or electronically which purport, and which CWSIL reasonably believes to come from the Client or the Client's Authorized Person(s) or to have been given on the Client's behalf. CWSIL will not be under any duty to verify the capacity of the person(s) giving those instructions. CWSIL will act as the Client's execution agent and does not warrant to the Client the value, merit or suitability of the Client's transactions.

**2.2** Only the Client's Authorized Persons are entitled to have discretionary authority with respect to the Client's account(s) with CWSIL and they must exercise their authority in accordance with applicable laws, rules, regulations and regulatory requirements (statutory or otherwise). CWSIL and its directors, officers, employees and agents may not act as an Authorized Person and shall not have any discretionary authority with respect to any of the Client's account(s) with CWSIL. CWSIL shall not be held liable or responsible for anything done or omitted to be done by any person in breach of This provision.

**2.3** If the Client is allowed by CWSIL to engage in margin or stock options trading or to use the market data service and other related services, the Client are further subject to the terms and conditions set out in the First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and/or Sixth Schedule hereto as the case may be.

**2.4** Securities transactions effected by CWSIL on the Client's behalf are subject to the laws, regulations, constitution, by-laws, rules, customs, usage, rulings and interpretations and transaction levies of the relevant market, exchange, clearing house or jurisdiction as amended from time to time.

**2.5** CWSIL may implement the Client's securities transactions in such manner and instruct such Correspondent Agent as CWSIL 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 on and through which such Transactions are executed and settled shall apply to such Transactions

and shall be binding on the Client.

- 2.6** The Client agrees to and hereby irrevocably appoint CWSIL with full power and authority as the Client's true and lawful attorney, to the fullest extent permitted by law, to act for and on the Client's behalf for the purpose of carrying out the provisions of This Agreement and taking any action and executing any document or instrument in the Client's name or in CWSIL's own name which CWSIL may deem necessary or desirable to accomplish the purposes of This Agreement.

### **3. Dealing Practices**

- 3.1 CWSIL may determine the priority in the execution of the Client's orders having due regard to market practice, applicable regulations and fairness to all The Client. Transactions executed may not always be able to execute orders at the prices quoted "at best" or "at market" and the Client agrees in any event to be bound by Transactions executed by CWSIL following Instructions given by the Client.
- 3.2 Any order for purchase or sale of Securities placed by the Client will be valid for the day ordered. The order(s) has not been executed before the close of business of the relevant Exchange or such later time as the Client and CWSIL may agree shall be deemed to have been cancelled automatically.
- 3.3 CWSIL, at any time and at Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of instructions, to consolidate and/or disaggregate the Client's Instructions to purchase and/or sell Securities. This may result in a more favorable or less favorable price being obtained for the Client than executing the Client's orders separately. The Client agrees that in the event of there being insufficient Securities available to satisfy the purchase/sell orders so consolidated; the number of Securities actually purchased/sold shall be attributed to the relevant Client in the order in which those orders were received by CWSIL.
- 3.4 CWSIL will not be liable for any failure in the transmission of orders due to breakdown or collapse of communication facilities or for any other delay or failure beyond the control of CWSIL. When the Client request to cancel or amend the order(s), it is only possible before the order(s) is executed. In the case of full or partial execution of the Client's cancelled orders, the Client agrees to accept full responsibility for the transactions.

3.5 After execution of the Client's orders, CWSIL will send the Client trade confirmations of the Client's transactions and relevant statements summarizing trades in the Client's account. Such trade confirmations and statements shall be conclusive and binding on the Client if the Client did not object to in writing by the Client within 24 hours in the case of trade confirmations or 7 days in the case of statements.

3.6 If CWSIL provides services to the Client in relation to derivative products, including options, the Client can request CWSIL provide product specifications and any prospectus or other offering document covering such products.

3.7 The Client acknowledges those telephone calls between the Client and the CWSIL may be recorded without any warning messages. The records may be used as evidence of the Instructions in case of disputes.

#### **4. Short Sell**

4.1 The Client acknowledges that applicable laws and regulations may prohibit the Client to give CWSIL any order to sell securities which is a short selling order to be executed at or through the Hong Kong Stock Exchange unless CWSIL has received from the Client, or any other person for whose benefit or on whose behalf the order is made, certain required assurance and CWSIL shall be obliged to collect from the Client, or such other person, such information (if any), in the form of a document and within such time, as is prescribed by relevant rules made under the SFO.

4.2 The Client undertakes that prior to placing a Short Sell Order, it will have entered into an effective securities borrowing arrangement or other form of cover acceptable to CWSIL which will ensure that the securities in question will be delivered on the designated settlement date.

4.3 CWSIL can request the supporting documents for the borrowing arrangement or other form of cover. Prior to execution of such an order, it will provide the CWSIL such documentary assurance that any such order is covered as CWSIL shall specify.

#### **5. Electronic Trading Services**

5.1 CWSIL may provide Client with Electronic trading facilities and services which may include but is not necessarily limited to WebTrade,

Touch Tone Trade or PDA Trade (collectively called "Electronic Trading Services") and they are provided upon the provisions of This Agreement and other terms and conditions to be specified by CWSIL from time to time. The Client accepts the risks of receiving or gaining access to services through and communication and conducting transactions over the Electronic or other electronic means or facilities.

5.2 When using the Electronic Trading Services, the Client warrant that the Client is the only authorized user of the Client's Access Codes and will be responsible for all instructions placed and all transactions conducted with the use of the Client's Access Codes. The Client also undertakes to use the Client's Access Codes with caution and review every order before placing it.

5.3 The Client shall not and shall not attempt to tamper with, modify, decompile, reverse engineer or otherwise alter in any way, or gain unauthorized access to the Electronic Trading Services.

5.4 When the open an account through Electronic, in addition to completing and returning the Agreement online, the Client agrees and undertakes to return to CWSIL the hard copy of the Agreement duly completed and signed by the Client before or certified by a professional person such as a branch manager of a bank, certified public accountant, lawyer, notary public or any other person acceptable to CWSIL. CWSIL shall be entitled to refuse to execute the Client's instructions until it has received such hard copy of the Agreement.

5.5 Unless otherwise agreed by CWSIL, CWSIL is not obliged to execute the Client's instructions until there are sufficient cleared funds or securities in the Client's account to settle the Client's transactions.

5.6 CWSIL will not be deemed to have received the Client's instructions or executed the Client's orders unless and until the Client in receipt of CWSIL's message acknowledging receipt or confirming execution of the Client's orders. The Client agrees to immediately notify CWSIL if the Client does not receive CWSIL's message acknowledging receipt or confirming execution of the Client's orders, the Client in receipt of any messages in respect of transactions which the Client did not instruct, or the Client becomes aware of any unauthorized use of the Client's Access Codes.

3.7 The Electronic Trading Services provide the Client with an additional means to place instructions to CWSIL or gain access to information relating to the Client's account. The Client may also do so by calling one of CWSIL's sales representatives direct. If the Client has any

problems in reaching CWSIL through the Electronic Trading Services, the Client may use other methods to communicate with CWSIL and inform CWSIL.

5.8 The Client may give on-line instructions to CWSIL regarding fund deposit, fund withdrawal and transfer of securities followed by hard copy of such instructions. However, CWSIL is authorized at its discretion to act upon the Client's on-line instructions alone. The Client's account will be credited with the relevant funds or securities once CWSIL receives the Client's cleared funds or securities.

5.9 In the case of securities transfer, the Client will be responsible for arranging the relevant third party to deliver the securities to the Client or to receive the Client's securities, and that any handling, transfer or custodian fees and charges shall be at the Client's costs.

5.10 The Electronic Trading Services may provide for informational purposes only and data is published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. CWSIL does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. CWSIL gives no express or implied warranties with respect to such information.

5.11 After the execution of the Client's trading orders, the Client accepts that CWSIL may send the Client and the Client agree to receive trade confirmations of the Client's transactions through electronic posting to the Client's account or other electronic means in lieu of printed confirmations. The Client shall print out the confirmations or make the Client's own arrangements to maintain the Client's own records if necessary. CWSIL will also send the Client relevant statements summarizing entries in the Client's account by mail or otherwise.

## **6. Settlement**

6.1 Where CWSIL has executed a purchase or sale transaction on the Client's behalf, the Client shall pay CWSIL cleared funds (Hong Kong dollars and other currency) or deliver to CWSIL Securities which are fully paid with valid and good title and in deliverable form by such time as CWSIL has notified the Client in relation to the Transactions.

6.2 The Client shall reimburse CWSIL all losses, costs, fees and expenses in connection with any settlement failure of the Client's trades. The

Client shall be responsible to CWSIL. The Client shall immediately notify CWSIL after the settlement. The Client acknowledges that the Settlement may not be reflected in the Client's account until such notification is received by CWSIL. The Client shall be responsible to CWSIL for the late to notify CWSIL.

6.3 Subject to the absolute discretion of CWSIL, and to facilitate due settlement by the Client, CWSIL may lend securities to the Client or borrow securities for the Client to settle the trades. CWSIL may also enter into securities loans arrangements on the Client's behalf or for the Client's benefit, whether in the name of CWSIL, or otherwise, upon such terms as CWSIL conclusively decides. The Client shall be responsible CWSIL for any margins, guarantees, securities or collateral maintenance and expenses as may be required under the securities borrowing and lending arrangements.

6.4 The Client shall be settled in Hong Kong dollars or such other currencies as CWSIL may agree from time to time with the Client. In the event that the Client instructs CWSIL to effect any Transactions in a currency other than Hong Kong dollars or conversion from one currency into another, all currency exchange risks in respect of any transactions, settlement actions shall be borne by the Client.

## **7. Safekeeping and Disposal of the Securities**

7.1 After Securities are purchased and fully paid, provided that are not subject to any lien, or are not held as collateral, CWSIL can deliver the Securities upon the Client's instruction.

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

7.3 CWSIL and its nominee are not bound to redeliver to the Client identical Securities received from or for the Client but may redeliver Securities of same class, denominations and nominal amount and ranking to the Client.

7.4 The Client appoints CWSIL to act as custodian for the Client in Hong Kong and CWSIL may have discretion to register the securities in the

name of the Client or in the name of the CWSIL's nominee. In compliance with the SFO, Client's Securities of CWSIL shall be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities with an authorized financial institution, a custodian or another intermediary licensed for dealing in securities.

7.5 Any Securities held in Hong Kong by CWSIL for safekeeping on behalf of the Client, CWSIL shall itself, or shall procure any nominee or custodian appointed by it can receive any dividends, distributions or benefits which accrue in respect of such securities will be received by CWSIL and credited into the Client's account or make payment to the Client as agreed with the Client. Where the dividend is distributed either in the form of cash dividend or other forms, CWSIL is authorized to elect and receive on behalf of the Client the cash dividend in the absence of prior specific instruction from the Client. CWSIL may also exercise voting rights on the Client's behalf with respect to such securities upon the Client's prior specific instructions.

7.6 Subject to the provisions of the SFO and relevant rules made thereunder, the Client authorizes and agrees that money, securities and securities collateral from time to time received or held on the Client's behalf may be treated and dealt with in such manner as CWSIL may deem fit. The Client understands that such money, securities and securities collateral may be subject to a lien or charge in favour of third parties and return of such securities or securities collateral to the Client may be subject to satisfaction of such lien or charge.

7.7 The Client agrees that CWSIL shall be entitled to retain for its own benefit and not be accountable to the Client for any fees, income, rebates or other benefits resulting from any lending or deposit of the Client's securities or securities collateral to or with any third party for any purpose by CWSIL. Securities held by CWSIL for safekeeping at the sole risk of the Client and the Client shall be liable in respect of any loss unless any loss or damage has been caused as a direct consequence of a gross act of negligence or fraud on the part of CWSIL.

7.8 CWSIL and its Affiliates shall have the Client's standing authorization given on behalf of the Client and the Client's Affiliates to effect fund transfers between any two or more of the Client's and the Client's Affiliates' accounts maintained with CWSIL and its Affiliates for the purpose of discharging or reducing the Client's or any of the Client's Affiliates' obligations or indebtedness towards CWSIL or its Affiliates and without further consent from or any notice to the Client or the Client's Affiliates.

7.9 The Client agrees that CWSIL may dispose or initiate a disposal by an associated entity of CWSIL of any of the securities or securities

collateral from time to time received or held on the Client's behalf in settlement of any liability owed by the Client or on the Client's behalf to CWSIL, such associated entity or a third person.

## **8. Client's Money**

8.1 CWSIL shall be entitled to deposit all moneys or funds held in the Securities Account and all moneys received for or on account of the Client with one or more accounts at one or more authorized financial institution, which may or may not be a licenced bank. Unless otherwise agreed between the Client and CWSIL, any interest accrued on such moneys or funds shall belong to CWSIL absolutely. The Client hereby expressly waives any or all rights, claims and entitlements whatsoever to such interest.

8.2 For Transactions executed in a Foreign Jurisdiction, the Client hereby authorizes and directs CWSIL to pay into any trust account maintained by CWSIL with any financial institution, which may or may not be a licenced bank, all amounts (less all brokerage and other proper charges accruing thereon) from time to time received by CWSIL for and on behalf of the Client from such Transactions, notwithstanding that any such amounts may be reinvested for or on behalf of the Client.

## **9. Risk Disclosure**

9.1 CWSIL refers the Client to the Risk Disclosure Statements contained in Schedule 5.

## **10. Charges and Expenses**

10.1 CWSIL will charge the Client commissions calculated at such rate and on such basis as CWSIL may from time to time determined and notify to the Client. The Client shall be liable for payment upon demand of any debts and negative balance whatsoever and howsoever arising on the Client's account including but not limited to commissions, charges, fees, statutory fees, taxes, levies and delivery charges etc. CWSIL may withdraw cash from or liquidate securities in the Client's account to discharge the amounts due.

10.2 All the Client's indebtedness to CWSIL will be charged with interest at such rate(s) to be notified by CWSIL from time to time.

10.3 CWSIL may charge a maintenance fee payable at such rate or in such amount and upon such other terms as CWSIL may prescribe from time to time on the Client's dormant account if the Client has no trading activity for six months or more. Payment of such fees will be automatically deducted from the Client's account.

## **11. Indemnity**

11.1 The Client shall fully indemnify CWSIL (for itself or as trustee for its Affiliates, directors, employees or agents - "Indemnified Persons") against all claims, actions, liabilities (whether actual or contingent) and proceedings against any of the Indemnified Persons and bear any losses, costs, charges or expenses (including legal fees) which the Indemnified Persons may suffer or incur in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under This Agreement, including any action taken by CWSIL or any of its Affiliates to protect or enforce its rights, or its security interest under This Agreement, whether or not as a result of any default or breach by the Client.

## **12. Set-off, Lien and Combination of Accounts**

12.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which CWSIL may be entitled under laws or This Agreement, all monies, Securities and other properties of the Client (of whatever nature and whether held individually or jointly with others) held by or in the possession of CWSIL at any time shall be subject to a general lien in favour of the CWSIL as continuing security apply the net proceeds in reduction of the Client's outstanding obligations or indebtedness to CWSIL or its Affiliates.

12.2 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which CWSIL may be entitled under law or This Agreement, CWSIL itself and as agent for any of its Associates, at any time without notice to the Client, may combine or consolidate any or all accounts of the Client, of any whatsoever and either individually or jointly with others, with CWSIL or any of its Associates.

12.3 CWSIL may set off or transfer any monies, Securities or other properties in any such accounts to satisfy obligations or liabilities of the Client to CWSIL or any of its Associates, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or

unsecured ,or joint or several.

- 12.4 Without limiting or modifying the general provisions of This Agreement, CWSIL may, without notice, transfer any assets between any Accounts and any other accounts of its Associates in accordance with applicable laws, rules and regulations.

### **13. Joint Account and Successors**

- 13.1 Where the Account is Joint Account, each individual shall be jointly and severally liable for all obligations under the terms and conditions of the Agreement. CWSIL may accept Instructions from any one of such individuals without notice to the other individual(s).

- 13.2 Any notices and communications sent to any one of such individuals will be deemed notice to all individuals of the Joint Account. CWSIL is not responsible for the disposition of payments or deliveries among such individual.

- 13.3 Any delivery of payments or Securities to any one of such individuals shall be a valid and complete discharge of CWSIL's obligations to each individual regardless of whether such delivery are made before or after the death of such individuals.

- 13.4 The death of any individual of Joint Account shall not terminate This Agreement. The interest in the Account of the deceased will thereupon vest in for the benefit of the survivor(s). The surviving Client shall give CWSIL the notice upon any of them becoming aware of any such death.

- 13.5 This Agreement shall be binding legally on the Client's heirs, executors, administrators, successors and assigns, as the case may be.

### **14. New Listing of Securities**

- 14.1 In the event that the Client requests and authorizes CWSIL to apply for securities in respect of a new listing and/or issue of securities on the Hong Kong Stock Exchange as his/her agent and for his/her benefit or for the benefit of any other person, the Client hereby warrants to and for CWSIL's benefit that CWSIL have authority to make such application on the Client's behalf.

- 14.2 The Client shall familiarise himself and comply with all the terms and conditions governing the securities of the new listing and/or issue and the application for such new securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Client agrees to be bound by such terms and conditions in any such transaction the Client may have with CWSIL.
- 14.3 The Client hereby gives to CWSIL all the representations, warranties and undertakings which an applicant for securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant securities, the Hong Kong Stock Exchange or any other relevant regulator or person).
- 14.4 The Client hereby further declares and warrants, and authorizes CWSIL to disclose and warrant to Hong Kong Stock Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by CWSIL as his/her agent is the only application made, and the only application intended to be made, by the Client or on the Client's behalf, to benefit the Client or the person for whose benefit the Client is applying. The Client acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by CWSIL and by the issuer, sponsors, underwriters or placing agents of the relevant securities, SEHK or any other relevant regulator or person in respect of any application made by CWSIL as the Client's agent.
- 14.5 The Client acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Client exercises statutory control shall be deemed to be an application made for the benefit of the Client.
- 14.6 The Client recognises and understands that the legal, regulatory requirements and market practice in respect of applications for securities may vary from time to time as may the requirements of any particular new listing or issue of securities. The Client undertakes to provide to CWSIL such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as CWSIL may in CWSIL's absolute discretion determine from time to time.

14.7 In relation to a bulk application to be made by CWSIL or CWSIL's agent on CWSIL's own account and/or on behalf of the Client and/or CWSIL's other The Client, the Client acknowledges and agrees:

13.7.1 that such bulk application may be rejected for reasons which are unrelated to the Client and the Client's application and neither CWSIL nor CWSIL's agent shall, in the absence of fraud, negligence or willful default, be liable to the Client or any other person in consequence of such rejection; and

13.7.2 to indemnify CWSIL in accordance with Clause 14 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Client. The Client acknowledges that the Client may also be liable in damages to other persons affected by such breach or other factors.

13.7.3 in the event that the bulk application is only partially filled, the Client agrees that CWSIL is entitled to distribute the Securities allotted in its absolute discretion, including distributing the Securities equally between all The Client under the bulk application and the Client shall not have any claim to the Securities or claim of priority to another Client in relation to the application.

## **14. Representations and Warranties and Undertakings**

14.1 The Client warrants, represents and undertakes to CWSIL that all the information provided is true, complete and correct. CWSIL is entitled to rely fully on such information and representations for all purposes, unless CWSIL receives notice in writing of any change. CWSIL is authorized at any time to contact anyone for the purpose of verifying the information provided on the Client Profile.

14.2 The Client has full power and authority to enter into and perform the Client's obligations under the Agreement. **The Client** enters into the Agreement as principal and is not trading on behalf of any other person except it is notified to and expressly approved by CWSIL in writing.

14.3 The Client shall not charge, pledge or allow to subsist any charge or pledge over the Client's securities or monies in the Client's account without the prior written consent of CWSIL.

- 14.4 The Client shall give written notice to CWSIL if the Client is or becomes a U.S. or Canadian resident or acquire or hold Securities beneficially owned by or for a U.S. person or Canadian resident or in violation of any applicable law.
- 14.5 If, in relation to any particular transaction in the Client's account, the Client is not the beneficial owner for originating the instruction, the Client undertakes and agrees to provide information on the identity and other details to CWSIL before giving the instruction to CWSIL. The Client also undertakes and agrees to provide such information direct to the relevant exchanges, government agencies or regulators within two days of CWSIL's written request at any time.
- 14.6 When the Client is acting as an investment manager of any collective investment schemes, discretionary accounts or trusts, if there are any transactions in which the Client's investment discretion is overridden, the Client agrees that the Client shall give written notice to CWSIL of such fact and provide information on the identity and other detail information.
- 14.7 The Client is lawfully authorized to trade in any foreign securities, including shares listed in Mainland China. The Client undertakes and agrees to comply with Guideline on Prevention of Money Laundering and Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("AMLO").

## **15. Default**

- 15.1 Any one of the following events is the default of Client:
- (i) the Client has breached any material term of This Agreement with CWSIL or its Affiliates;
  - (ii) if any representation, warranty or undertaking to CWSIL was when given or hereafter becomes incorrect in any material respect;
  - (iii) for compliance with any rules or regulations of any relevant exchange or clearing house;
  - (iv) in the event of the Client's death or being declared incompetent
  - (v) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
  - (vi) any warranty or order of attachment or distress or equivalent order is issued against any of the Client's accounts with CWSIL or its Affiliates;

15.2 Upon the occurrence of the default of Client, CWSIL shall be entitled to:

- (i) all amounts owing by the Client to CWSIL or its Affiliates together with interest will become immediately due and payable without any notice or demand.
- (ii) sell or realize all or any part of the Client's property held by CWSIL or its Affiliates upon the terms as CWSIL may conclusively decide. Following the deduction of fees, expenses and costs, it satisfies the Client's obligations and indebtedness towards CWSIL or its Affiliates out of the net proceeds.
- (iii) cancel any open orders for the purchase or sale of securities and related rights, borrow or buy any Securities required for delivery in respect of any sale effected for the Client;
- (iv) exercise any of its rights under This Agreement or terminate all or any part of This Agreement;
- (v) immediately close the Account;

15.3 In the event of any sale pursuant by the default of Client, CWSIL shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made.

15.4 the Client agrees to pay to CWSIL any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to CWSIL.

15.5 In the event of a default committed by CWSIL resulting in the Client suffering pecuniary loss, the Client shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of the Investor Compensation Fund from time to time.

## **16. Termination**

16.1 Either party may terminate This Agreement at any time on the giving of prior written notice to the other. However, CWSIL may terminate This Agreement forthwith at any time without notice to the Client if the Client fails to comply with any provision of This Agreement. Any termination shall not affect any transactions entered into by CWSIL pursuant to This Agreement before the termination.

16.2 Upon termination of This Agreement, the Client shall immediately pay to CWSIL any and all amounts due or owing to it. On the other hand, any interest previously agreed to be payable to the Client on any credit amount held under the Client's account, notwithstanding any Instructions from the Client to the contrary shall thereupon cease to be provided to the Client.

16.3 Upon termination of This Agreement, Client does not pay to CWSIL all amounts due. CWSIL shall be entitled to keep for it or sell or dispose of the Securities or any part thereof at the available market price at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made.

16.4 In case of any cash or securities balances in the Client's account upon termination of This Agreement, the Client agree to withdraw such balances within 14 days from the date of such termination. If the Client does not do so, the Client agrees that CWSIL may dispose of the Client's securities in such manner and at such time and price as CWSIL may reasonably determine and send to the Client at the Client's sole risk a crossed cheque representing the total amount of any net sale proceeds and credit balances (if any) in the Client's account to the Client's last corresponding address or return to the Client in such other manner as CWSIL may consider appropriate.

16.5 CWSIL may affect such currency conversions as are necessary for the purposes of This Clause in each case at the spot rate of exchange prevailing in the relevant foreign exchange market.

## **17. Notices and Reports**

17.1 CWSIL will make the notice, reports or statements by telex, facsimile, electronic mail or other electronic means. The notices shall be deemed made upon transmission of the message to the Client.

17.2 If made by letter, the notices shall be deemed made upon delivery to the Client's by hand. If sent by prepaid mail, the notices shall be deemed made within two days. If sent oversea, the notices shall be deemed made within five days.

17.3 CWSIL will send to the Client confirmation and statement in accordance with the relevant law, regulations and rules. The Client shall have

a duty to examine the confirmation and statement carefully and to notify CWSIL in writing of any error therein within 3 business days or such other period of time as may be specified by CWSIL. The Client agrees that CWSIL is not liable for any damages resulting from any delay in reporting an error.

17.4 In the absence of a manifest error, the confirmation and statement shall be conclusive and the Client shall be deemed to have waived any such error. CWSIL will be released from all claims by the Client in connection with the confirmation and statement or any action taken or not taken by CWSIL. In the case that there is an overpayment of money or Securities to the Account, the Client should notify CWSIL as soon as it is aware.

17.5 Any notice made by the Client will be sent at the Client's own risk and will be effective only upon actual receipt by CWSIL.

## **18. General Provisions**

18.1 This agreement shall be effected in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China, rules and regulatory directions, by-laws, customs and usage in market as amended from time to time of the Exchange and the Clearing House applying to CWSIL and shall be binding on the Client. CWSIL may from time to time in its absolute discretion amend any of the terms of This agreement by giving notices to the Client.

18.2 Each of the term of This Agreement is severable and distinct from the others. If any term in This Agreement is inconsistent with any present or future law, rule or regulation of the Exchange, the Clearing House or any authority having jurisdiction over the subject matter of This Agreement, such provision shall be deemed to be invalid or modified in accordance with any such law, rule or regulation. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18.3 Time shall be in all respect be of essence in relation to all matters arising under This Agreement.

18.4 CWSIL shall have the right to assign, transfer or otherwise dispose of all or any of its rights, interests or obligations in or under This Agreement to any third party without having to notify the Client or obtain the Client's consent. However, the Client shall not assign, transfer

or dispose of the Client's rights, interests or obligations in or under This Agreement to any third party without the prior written consent of CWSIL.

- 18.5 CWSIL is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. Detail information set out in Sixth Schedule to This Agreement and the Client acknowledges that it fully understands and accepts the provisions. CWSIL will keep the Client's Account information confidential where CWSIL is required to disclose the Client's details to the relevant exchanges, securities regulators, government agencies, or to any persons pursuant to any court orders or statutory provisions. CWSIL will comply with such requests without notice to the Client. Moreover, CWSIL may also disclose the Client's information to its Affiliates, agents, assignee or subcontractors and CWSIL will not be liable to the Client for any consequences arising out of such disclosures. The Client authorizes CWSIL to conduct a credit inquiry or checking for the purpose of ascertaining any information provided by the Client.
- 18.6 CWSIL will not be under any duty to disclose to the Client any information which may come to the notice of CWSIL in the course of acting in any capacity for any other persons. However, CWSIL agrees to take reasonable steps to avoid conflicts of interest and where such conflicts cannot be avoided, CWSIL will take steps to ensure that its The Client are treated fairly.
- 18.7 Neither CWSIL nor its Affiliates shall be liable for any delay or failure to perform their obligations or any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, CWSIL and its Affiliates shall not be held responsible for any consequences resulting whether directly or indirectly from any uncontrollable events.
- 18.8 Any delay in exercising any right, power or privilege in respect of This Agreement by CWSIL will not be presumed to operate as a waiver or to preclude any subsequent or future exercise of that right, power or privilege.
- 18.9 The Client understands and accepts the terms set out in This Agreement. In the event of discrepancy between the Chinese text and the English text of This Agreement, the English version shall prevail.

## **19. Governing Law, Arbitration and Mediation**

- 19.1 This Agreement and all rights, obligations and liabilities hereunder shall be governed by, construed and be enforced in accordance with the laws of Hong Kong. These shall be binding on the Client. The Client irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
- 19.2 The Client agree that any dispute between CWSIL and the Client may at CWSIL's absolute discretion be referred to the Commission, not other securities regulators in any jurisdictions.
- 19.3 With CWSIL's absolute discretion, any dispute relating to This Agreement shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be Hong Kong International Arbitration Centre (HKIAC). Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration. Moreover, the dispute shall be settled by the Financial Dispute Resolution Centre (FDRC) which provide mediation and arbitration services.

## FIRST SCHEDULE

### (Terms for Margin Trading)

Where the Client's account is allowed to conduct margin trading, that is a securities margin account, whereby CWSIL agrees to grant and/or continue to grant margin facilities ("Facility") to the Client at the Client's request for the Client's securities and/or options trading, the Client agrees to the following terms and conditions:

- 1.1 The Facility is extended to the Client in accordance with the provisions set out in This First Schedule, any facility letter from CWSIL to the Client and such other conditions as may be specified by CWSIL from time to time (collectively called "Margin Facility Terms"). This First Schedule is supplemental to the General Terms and Conditions ("Conditions") to which This First Schedule is annexed and where any conflict arises between the provisions of the Conditions and the Margin Facility Terms, the provisions of the latter shall prevail.
- 1.2. The Client agree to pay interest on all overdue balances at such rates on a daily basis and on such other terms as CWSIL has notified to the Client from time to time. The Facility is repayable on demand and may be varied or terminated in the absolute discretion of CWSIL. CWSIL will not at any time be obliged to make any advance to the Client.
- 1.3. CWSIL is instructed and authorized by the Client to draw on the Facility to settle any amounts due to CWSIL or its Affiliates in respect of the Client's purchase of securities, margin maintenance obligations for any options positions required by CWSIL or its Affiliates, or payment of any commission or other liabilities, costs and expenses owing to CWSIL or its Affiliates.
- 1.4. CWSIL in its absolute discretion considers it prudent or desirable for its protection not to do so. The Client understand that CWSIL will be under no obligation to make or continue to make any advances if the Client are in default of any provision of the Margin Facility Terms or the Conditions; or in the opinion of CWSIL there is or has been a material adverse change in the Client's financial condition or in the financial condition of any person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under This Agreement; or making an advance would cause the applicable ratios to be exceeded.
- 1.5 For so long as there exists any indebtedness to CWSIL or its Affiliates on the Client's part, CWSIL shall be entitled at any time and from

time to time to refuse any withdrawal of any or all of the monies and/or securities in the Client's account and the Client shall not without the prior consent of CWSIL be entitled to withdraw any monies and/or securities in part or in whole from the Client's account.

1.6 The Client shall from time to time or on demand from CWSIL make payments of deposits or margin in money, securities and/or other collateral in such amount and in such form and within such time as may be specified by CWSIL as CWSIL in its absolute discretion determines necessary to provide adequate security in respect of the Facility. Any payments to be paid by the Client shall be made into a designated account of CWSIL before 10:00a.m. on the due date in same day funds.

1.7 Any failure by the Client to comply with Clause 1.6 of This Schedule will constitute an act of default under the Conditions and the Margin Facility Terms and CWSIL shall, without prejudice to any other rights under the Conditions, the Margin Facility Terms or in law, have the right, and without notice or demand, to terminate the Facility, close the Client's account(s), dispose of the Client's securities, cancel the Client's open orders for the sale and purchase of the Client's securities, and/or borrow or buy any securities required for delivery in respect of any sale effected for the Client. The proceeds of such transactions will be applied to reduce the Client's indebtedness owing to CWSIL and/or its Affiliates and any outstanding indebtedness shall be immediately due and payable by the Client to CWSIL.

## **2. Collateral/Charge**

2.1 Collateral/Charge include without limitation those securities that may come into the possession, custody or control of CWSIL or its Affiliates from time to time for any purpose whatsoever (which may include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, moneys or property accruing or offering at any time by way of redemption, bonus, preference, option or otherwise on or in respect of any such securities or additional or substituted securities) (collectively called "Charged Securities") as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities absolute or contingent and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to CWSIL or its Affiliates, or for which the Client may be or become liable to CWSIL or its Affiliates 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 CWSIL or its Affiliates.

- 2.2 The Client, as beneficial owner, hereby charge in favor of CWSIL by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all securities and other property which are now or which may at any time hereafter be deposited with, transferred or caused to be transferred to or held by CWSIL or its Affiliates or nominees, or transferred to or held by any other person in circumstances where CWSIL or its Affiliates has any right, title or interest in respect of the same (in each case, whether for security, safe custody, collection or otherwise).
- 2.3 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 CWSIL and/or its Affiliates and notwithstanding the closing of any of the Client's accounts with CWSIL 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 money which shall for the time being constitute the balance due from the Client to CWSIL or its Affiliates on any account or otherwise.
- 2.4 The Client represent and warrant that the Charged Securities are legally and beneficially owned by the Client, that the Client have good right and title to deposit the securities with CWSIL or its Affiliates, that the same are and will remain free from any lien, charge or encumbrance of any kind and are not nor shall they be subject to any option and any stocks, shares and other securities comprised in the Charged Securities are and will be fully paid up.
- 2.5 Upon irrevocable payment in full of all sums which may be or become payable under the Conditions and the full performance of the Client's obligations under the Margin Facility Terms and This Schedule, CWSIL will at the Client's request and expenses release to the Client all the rights, title and interests of CWSIL in the Charged Securities and will give such instructions and directions as the Client may require in order to perfect such release.
- 2.6 CWSIL shall have the right, subject only to giving the Client notice, to exercise voting rights and other rights relating to the collateral to protect the value of the Charged Securities; and except as otherwise provided in This Schedule, the Client may direct the exercise of other rights attaching to, or connected with, the Charged Securities, but not in any manner which is inconsistent with the Client's obligations under the Margin Facility Terms, or which in any way may prejudice CWSIL's rights in relation to the Charged Securities.

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

- (i) to perfect its title to any of the Charged Securities;
- (ii) to execute any transfer or assurance in respect of any of the Charged Securities;
- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due or to become due under or arising out of any of the Charged Securities;
- (iv) to give valid receipts and discharges and to endorse any checks or other instruments or orders in connection with any of the Charged Securities; and
- (v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.

2.8 The Client agree that in the event of any sale pursuant to the Conditions or the Margin Facility Terms, any Charged Securities will be sold or disposed of in the absolute discretion of CWSIL and upon any sale by CWSIL, a declaration made by an officer of CWSIL that the power of sale has become exercisable shall be conclusive evidence of that fact in favor of any purchaser or other person deriving title to any of the Charged Securities under the sale and no person dealing with CWSIL or its nominees shall be concerned to inquire into the circumstances of the sale.

2.9 The Client shall from time to time upon CWSIL's request promptly and duly execute and deliver any and all such further instruments and documents as CWSIL may deem necessary or desirable for the purpose of obtaining the full benefit of the Margin Facility Terms and of the rights and powers granted under the same.

2.10 Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:-

- (i) any other security, guarantee or indemnity now or hereafter held by CWSIL or its Affiliates under or in respect of the Margin Facility

Terms or any other liabilities;

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

### **3 Standing Authority**

3.1 Within the effective period of Margin Facility Terms, the Client agree in compliance with the provisions of the SFO and relevant rules made thereunder, relevant securities collateral from time to time received on the Client's behalf will be deposited in safe custody in a segregated account maintained in Hong Kong for the purpose of holding such securities collateral with an authorized financial institution, a custodian approved by the Commission or another intermediary licensed for dealing in securities, or deposited in an account in the name of CWSIL or its associated entity with an authorized financial institution, a custodian approved by the Commission or another intermediary licensed for dealing in securities, or registered in the Client's name or in the name of CWSIL or its associated entity.

3.2 Without prejudice to any other right or remedy available to CWSIL, the Client authorize and agree that CWSIL or an associated entity of CWSIL may deal with securities or securities collateral from time to time received or held on the Client's behalf in one or more of the following ways, namely to:-

- (i) apply any of the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement;
- (ii) deposit any of the Client's securities collateral with an authorized financial institution as collateral for financial accommodation provided to CWSIL; or
- (iii) deposit any of the Client's securities collateral with (i) a recognized clearing house; or (ii) another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of CWSIL's settlement obligations and liabilities.

Such authority shall remain valid for a period of 12 months from the date when the Client's account is first approved by CWSIL to conduct margin trading unless the Client give not less than fourteen calendar days' prior written notice to CWSIL to revoke the same at any time, provided that no such revocation shall be effective if there is any outstanding liability owing by the Client or on the Client's behalf to CWSIL or any associated entity of CWSIL. Such standing authority which is not revoked prior to its expiry may be renewed or shall be deemed to have been renewed in accordance with the relevant rules made under the SFO.

#### **4 Termination of Facility**

4.1 CWSIL may, at its absolute discretion, make any advance to the Client, the Facility will be terminated upon the occurrence of any one or more of the following events:-

- (i) the revocation of the Client's standing authority as contained in or provided under Clause 3.2 of This Schedule; or

(ii) the non-renewal of such standing authority upon its expiry or when called upon to do so; or

(iii) any termination in accordance with Clause 11 of the Conditions, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility. Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to CWSIL.

4.2 Repayment of all or any of the loan amounts owed to CWSIL will not of itself constitute cancellation or termination of the Margin Facility Terms.

5 The Client are informed that CWSIL has the practice of re-pledging securities collateral of its The Client.

## **SECOND SCHEDULE**

### **(Terms for Stock Options Trading)**

This Options Trading Agreement is supplemental to the Agreement entered into by CWSIL and the Client to which This Stock Options Trading Agreement is annexed whereby the Client is allowed to conduct Options Trading (“Options Account”) and CWSIL agrees to provide Exchange Traded Options Business to the Client. Where any conflict arises between the Agreement and the provisions of This Options Trading Agreement the provisions of the latter shall prevail. The Client confirms that the Client have read, understood and accepted the “Terms and Conditions for Stock Options”, the fees schedule of stock options trading, the reporting requirements and the responsibilities of reporting as set out in the Rules for Options Trading Participants of the Stock Exchange and the Securities and Futures (Contract Limits and Reportable Positions) Rules and related guidance notes issued by the Securities and Futures Commission, and shall be bound by these terms that apply to the Client’s account as amended from time to time. The Client hereby authorizes CWSIL to submit a claim with the SEHK Options Clearing House Ltd. (“SEOCH”) in respect of the Client’s open positions to the effect that SEOCH will calculate and collect margin in respect of such positions on a portfolio basis. Where any conflict arises between This Agreement and the provisions of This Section, the provisions of the latter shall prevail. The Client is reminded to read This Section carefully and thoroughly. If the Client has any doubt, the Client should seek legal and/or other professional advice.

#### **1. Definitions**

- 1.1 Terms defined in This Options Trading Agreement have the same meanings as in the Agreement or the Options Trading Rules of the SEHK unless stated otherwise.
- 1.2 References to “Account” in the Agreement is deemed to include the Options Account as established pursuant to This Options Account Agreement.
- 1.3 “Options Trading” means the purchase, closing, exercise, settlement and discharge of long options transactions and include writing of options through the Options Account or otherwise creating any short open position.

- 1.4 “Client Contract” has the meaning as defined in the Options Trading Rules of the SEHK which means a contract validly made at the time when an order in respect of an option series is matched by the Options System with another order in respect of that option series and incorporates the terms and conditions of the Standard Contract for a particular option series.

## **2. Laws and rules**

- 2.1 All Exchange Traded Options Business shall be effected in accordance with all laws, rules and regulatory directions (the “Rules”) applying to CWSIL. This includes the Options Trading Rules of the SEHK, the Clearing Rules of the SEHK Option Clearing House Limited (“SEOCH”) and the rules of the HKSCC and any other applicable laws and regulations. In particular, SEOCH has authority under the Rules to make adjustments to the terms of Contracts, and CWSIL shall notify the Client of any such adjustments which affect Client Contracts to which the Client is a party. All actions taken by CWSIL, by the SEHK, by the SEOCH or by the HKSCC in accordance with such Rules shall be binding on the Client.

- 2.2 The Client agree that the terms of the Standard Contract for the relevant options series shall apply to each Client Contract between CWSIL and the Client, and that all Client Contracts shall be created, exercised, settled and discharged in accordance with the Rules.

## **3. Collateral**

- 3.1 The Client agrees to provide CWSIL with cash and/or securities and/or other assets (“Collateral”) as may be agreed from time to time, as security for the Client’s obligations to CWSIL under This Stock Options Trading Agreement. Such Collateral shall be paid or delivered as demanded by CWSIL from time to time. The amounts required by way of Collateral shall not be less than, but may exceed, the amounts as may be required by the Rules in respect of the Client’s open positions and delivery obligations, and further Collateral may be required to reflect changes in market value.

- 3.2 The Client shall on request provide CWSIL with such authority as CWSIL may require under the Rules to authorize CWSIL to deliver such securities, directly or through an Options Trading Exchange Participant, to SEOCH as SEOCH Collateral in respect of Stock Options Trading resulting from the Client’s instructions to CWSIL; and CWSIL does not have any further authority from the Client to borrow or

lend the Client's securities or otherwise part with possession (except to the Client or on the Client's instructions) of any of the Client's securities for any other purpose.

#### **4. Contracts**

4.1 In respect of all options contracts effected on the Client's instructions, the Client will pay CWSIL, within the time period notified by CWSIL, premium, CWSIL's commission and any other charges, and applicable levies imposed by the SEHK, as have been notified to the Client. CWSIL may deduct such premium, commissions, charges and levies from the Stock Options Account or any other account of the Client with CWSIL or any subsidiary, affiliated or associated company of CWSIL.

4.2 CWSIL may place limits on the open positions or delivery obligation that the Client may have which will be notified to the Client from time to time.

4.3 The Client acknowledges that:

- (i) CWSIL may close out Client Contracts to comply with position limits imposed by the SEHK;
- (ii) if CWSIL goes into default, the default procedures of the SEHK may result in Client Contracts being closed out, or replaced by Client Contracts between the Client and another Options Exchange Participant.

4.4 On exercise of a Client Contract by or against the Client, the Client shall perform the Client's delivery obligations under the relevant contract, in accordance with the Standard Contract and as notified by CWSIL.

4.5 The Client acknowledges that on the expiry day but only on the expiry day, the Options System will automatically generate exercise instructions in respect of all open long positions which are in-the-money by or above the percentage prescribed by SEOCH from time to time. The Client may instruct CWSIL to override such an "automatically generated exercise instruction" before the System Closure on the expiry day in accordance with the Operational Clearing Procedures of SEOCH.

4.6 The Client acknowledges that CWSIL may, at the Client's request, agree to the Client Contracts between CWSIL and the Client being replaced, in accordance with the Rules by Client Contracts between the Client and another Options Exchange Participant.

4.7 The Client acknowledges that, although all Options Contracts are to be executed on the SEHK, the Client and CWSIL shall contract as principals under Client Contracts.

## **5. CLIENT DEFAULT**

5.1 If the Client fails to comply with any of the Client's obligations and/or to meet the Client's liabilities under This Section, including failure to provide Collateral, This will be treated as an Event of Default under Clause 15.1 of General Terms and Conditions of This Agreement, in addition to its rights and powers CWSIL shall have under the General Terms and Conditions, may at its discretion, without notice to the Client, to:

(i) decline to accept further instruction from the Client in respect of Exchange Traded Options Business;

(ii) close out some or all the Client's Client Contracts with CWSIL;

(iii) enter into contracts, or into transactions in securities, futures or commodities, in order to settle obligations arising or to hedge the risks to which CWSIL is exposed in relation to the Client's default; or

(iv) dispose of Collateral, and apply the proceeds thereof to discharge the Client's liabilities to CWSIL. Any proceeds remaining after discharge of all the Client's liabilities to CWSIL shall be paid to the Client

5.2 The Client agrees to pay interest on all overdue balances in its Stock Options Account (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as CWSIL may be notified the Client from time to time.

## **6. RISK DISCLOSURE STATEMENT AND DISCLAIMERS**

6.1 CWSIL refers the Client to the Risk Disclosure Statements and Disclaimers in the Fifth Schedule of This Agreement.

6.2 THE CLIENT ACKNOWLEDGE THAT DUE TO THE VOLATILE NATURE OF SECURITIES MARKETS, THE PURCHASE AND WRITING OF OPTIONS OVER SECURITIES INVOLVES A HIGH DEGREE OF RISK.

6.3 WARNING TO OPTION HOLDERS

THE CLIENT UNDERSTAND THAT SOME OPTIONS MAY ONLY BE EXERCISED ON AN EXPIRY DAY (EUROPEAN-STYLE EXERCISE) AND THAT OTHER OPTIONS MAY BE EXERCISED AT ANY TIME BEFORE EXPIRATION (AMERICAN-STYLE EXERCISE). THE CLIENT UNDERSTAND THAT UPON EXERCISE SOME OPTIONS REQUIRE DELIVERY AND RECEIPT OF THE UNDERLYING SECURITY AND THAT OTHER OPTIONS REQUIRE A CASH PAYMENT.

THE CLIENT ARE AWARE THAT AN OPTION IS A WASTING ASSET AND THERE IS A POSSIBILITY THAT AS AN OPTION HOLDER THE CLIENT MAY SUFFER THE LOSS OF THE TOTAL PREMIUM PAID FOR THE OPTION. THE CLIENT ARE AWARE THAT AS AN OPTION HOLDER IN ORDER TO REALIZE A PROFIT IT WILL BE NECESSARY TO EITHER EXERCISE THE OPTION OR CLOSE THE LONG OPTION POSITION IN THE MARKET. UNDER SOME CIRCUMSTANCES IT MAY BE DIFFICULT TO TRADE THE OPTION DUE TO LACK OF LIQUIDITY IN THE MARKET. THE CLIENT ARE ALSO AWARE THAT CWSIL HAS NO OBLIGATION EITHER TO EXERCISE A VALUABLE OPTION IN THE ABSENCE OF THE CLIENT INSTRUCTION OR TO GIVE TO THE CLIENT PRIOR NOTICE OF THE EXPIRATION DATE OF THE OPTION.

6.4 WARNING TO OPTION WRITERS

THE CLIENT ARE ALSO AWARE THAT AS A WRITER OF AN OPTION THE CLIENT MAY BE REQUIRED TO PAY ADDITIONAL MARGIN AT ANY TIME. THE CLIENT ARE AWARE THAT AS AN OPTION WRITER, UNLIKE AN OPTION HOLDER, THE CLIENT MAY BE LIABLE FOR UNLIMITED LOSSES BASED ON THE RISE OR FALL OF THE PRICE OF THE UNDERLYING SECURITY AND THE CLIENT GAINS ARE LIMITED TO THE OPTION PREMIUM.

ADDITIONALLY, WRITERS OF AMERICAN-STYLE CALL (PUT) OPTIONS MAY BE REQUIRED AT ANY TIME BEFORE EXPIRY TO DELIVER (PAY FOR) THE UNDERLYING SECURITIES TO THE FULL VALUE OF THE STRIKE PRICE MULTIPLIED BY THE NUMBER OF UNDERLYING SECURITIES. THE

CLIENT RECOGNIZE THAT THIS OBLIGATION MAY BE WHOLLY DISPROPORTIONATE TO THE VALUE OF PREMIUM RECEIVED AT THE TIME THE OPTIONS WERE WRITTEN AND MAY BE REQUIRED AT SHORT NOTICE.

6.5 THE CLIENT AGREE AND UNDERSTAND THAT, SAVE AS EXPRESSLY PROVIDED IN THE AGREEMENT INCLUDING THIS SCHEDULE OR IN THE OPTIONS TRADING RULES OR THE CLEARING RULES AND ANY OTHER APPLICABLE LAWS, REGULATIONS OR RULES, AND THEN ONLY FOR THE PURPOSES SO REQUIRED, CWSIL IS ACTING AS AGENT AND NOT AS PRINCIPAL.

6.6 CWSIL WILL NOTIFY THE CLIENT OF MATERIAL CHANGES IN RESPECT OF CWSIL'S BUSINESS WHICH MAY AFFECT THE SERVICES CWSIL PROVIDES TO THE CLIENT.

## **7. REPRESENTATION AND WARRANTIES**

The Client confirms that:

- (i) the Stock Options Account is operated solely for the Client's Account and benefit, and not for the benefit of any other person;  
or
- (ii) the Client has disclosed to CWSIL in writing the name of the person(s) for whose benefit the Stock Options Account is being operated; or
- (iii) the Client has requested CWSIL to operate the Stock Options Account as an Omnibus Account, and will immediately notify CWSIL, on request, of the identity of any person(s) ultimately beneficially interested in Client Contracts.

## **8. GENERAL**

8.1 CWSIL shall provide the Client, upon request, with the product specifications for Options Contracts.

8.2 If CWSIL fails to meet its obligation to the Client pursuant to This Section, the Client shall have a right to claim under the Investor Compensation Fund established under the laws of Hong Kong, subject to the terms of the Investor Compensation Fund from time to time.

8.3 CWSIL is registered as an Options Trading Exchange Participant and the SFC Licensed Representative who will be primarily responsible for the Client's affairs is stated in the Stock Options Account Opening Form.

9. Confirmation

The Client confirm that the Client have read and agree to the terms of the Agreement including This Schedule, which have been explained by CWSIL to the Client in a language that the Client prefer.

## **THIRD SCHEDULE**

### **(Terms for Electronic Trading Services)**

This Section shall be applicable to any account which the Client has chosen to employ or use electronic trading services provided by Central Wealth Securities Investment Limited ( "CWSIL" ), and so applicable, shall form an intergral part of This Agreement. This Section is supplemented by and should be read jointly with the other Sections herein in so far as they are applicable. The Client is reminded to read This Section carefully and thoroughly. If any conflict arises between the Securities Client Agreement and the provisions of This Electronic Trading Agreement, the provisions of the latter shall prevail.

#### **1. Definitions**

1.1 In This SCHEDULE, unless the context otherwise requires, the following terms shall have the following meaning:

1.2 "Electronic Trading Service" means the software, systems and other facilities, including, but not limited to, CWSIL Webster, telephone, facsimile, electronic mail and other devices provided by CWSIL under This Agreement, which enables the Client to give electronic Instructions and to obtain information services provided by CWSIL.

1.3 "Password" means the Client unique personal password used in conjunction with the Account Number to gain access to the CWSIL Electronic Trading Services.

1.4 "Login ID " means the Client's personal identification used in conjunction with the Password to gain access to the Electronic Trading Service and any other services offered by CWSIL;

1.5 "Instruction Acknowledgement" means, in relation to an Instruction, whether to buy or sell Securities or to amend or cancel another prior Instruction, means an acknowledgement by CWSIL of receipt of that Instruction.

## 2. Using Electronic Service

2.1 On the issuance by CWSIL to the Client of its Login ID and the Password, the Electronic Service shall be activated. CWSIL will inform the Client regarding the above arrangement by post.

2.2 The Client agree:

- (i) that it shall use the Electronic Service only in accordance with This Electronic Trading Service Agreement and the Client Agreement;
- (ii) that it shall be the only authorized user of the Electronic Service;
- (iii) that it shall be responsible for the confidentiality and use of its Login ID and Password;
- (iv) that it shall be solely responsible for all Instructions entered through the Electronic Service using its Login ID and Password and any Instructions so received by CWSIL shall be deemed to be made by the Client at the time received by CWSIL and in the form received;
- (v) that it shall immediately inform CWSIL if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
- (vi) that CWSIL has the right to suspend the Electronic Service if an incorrect Login ID and Password are entered on more than 3 occasions;
- (vii) if the Client uses the Electronic Service to which the Client gains access by computer, the Client agrees to provide CWSIL with the Client e-mail address, promptly provides CWSIL with any changes to the Client e-mail address and accepts electronic communications from CWSIL at the e-mail address the Client specified; and
- (viii) that it shall be bound by any consent the Client gives through the Electronic Service in respect of the provision by CWSIL of CWSIL any notices, statements, trade confirmations and other communications to the Client solely pursuant to the Electronic Service; and
- (ix) that it shall logoff the Electronic Service immediately following the completion of each Electronic Service session.
- (x) CWSIL shall not be deemed to have received the Client's instructions or executed its order(s) unless and until CWSIL message acknowledging receipt or confirming execution of Client's order(s) is received by the Client.

2.3 Without limiting the generality of the forgoing, the Client acknowledges and agrees that it may not be possible to amend or cancel any instruction once it has been given through the Electronic Service but that an instruction can be amended or cancelled. Provided that such instructions have not been executed by CWSIL. In such circumstances CWSIL will use its best efforts to amend or cancel the instruction but, notwithstanding any receipt by the Client of an Instruction Acknowledgement in relation to the amendment or cancellation, there is

no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instructions so given to CWSIL.

2.4 In addition to CWSIL Electronic Trading Services, the Client may also give instructions to CWSIL by communicating with one of its sales representatives direct. If the Client experiences any problems in reaching CWSIL via CWSIL Electronic Trading Services, he may use other methods to communicate with CWSIL and inform CWSIL of the difficulty which he is experiencing.

2.5 The Client understands and accepts that CWSIL may at any time in its sole discretion and without prior notice to Client, suspend, prohibit, restrict, or terminate the Client's access to the Electronic Trading Services and his/her ability to trade. The suspension, prohibition, restriction, or termination of access or closing of the electronic account by CWSIL will not affect the rights and/or obligations of either party incurred prior to the time of the suspension, prohibition, restriction, or termination of access or closing of the electronic account.

2.6 The Client agrees to pay all subscription, service, and other fees, if any, that CWSIL may charge from time to time for the use of the Electronic Service.

### **3. Provision of Information**

3.1 CWSIL may convey to the Client by Electronic Service Information. The Client may be charged a fee for the Information. CWSIL obtains the Information from the Exchanges and markets and from third-parties that transmit the Information (collectively referred to as "the Information Providers").

3.2 The Information is the property of CWSIL, the Information Providers or others and is protected by copyright. The Client shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

3.3 The Client agrees not to:

(i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manners without the express written consent of CWSIL and the relevant Information provider(s);

- (ii) use the Information for any unlawful purpose;
- (iii) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining, or providing a trading floor or dealing service for trading in securities listed on the HKEx; and
- (iv) disseminate the information to third parties.

3.4 The Client is fully aware that the financial data or other information published by third parties are provided in CWSIL's Electronic Trading Services for the purpose of information and reference only. By reason of market volatility and possible delay in the data transmission process beyond the control of CWSIL, such data may not be real-time market quotes whether for the Investments or otherwise. Whilst CWSIL considers such data to be reliable, CWSIL has no independent basis to verify or confirm the accuracy or completeness of the information provided. The Client shall in no way treat such data provided in CWSIL's Electronic Trading Services as a warranty, recommendation, or endorsement from CWSIL in respect of any Investments.

3.5 The Client agrees to comply with reasonable written requests by CWSIL so as to protect the respective rights of the Information provider and CWSIL in the Information and the Electronic Service.

3.6 The Client shall comply with such reasonable directions as CWSIL may give from time to time concerning permitted use of the Information.

#### **4. Intellectual Property Rights**

4.1 The Client acknowledges that the Electronic Service, and the software comprised therein, is proprietary to CWSIL. The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Service or any of the software comprised therein. The Client agrees that CWSIL shall be entitled to terminate This Electronic Trading Service Agreement if at any time the Client breaches, or if CWSIL at any time reasonably suspects that the Client has breached This warranty and undertaking.

4.2 The Client acknowledges that the Information or market data made available to it through the Electronic Service may be proprietary to third parties and the Client agrees that it will not upload, post, reproduce or distribute any Information, software or other material protected

by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

## **5. Limitation of Liability and Indemnification**

5.1 CWSIL, its relevant Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond CWSIL's reasonable control including, without limitation:

- (i) delays, failure or inaccuracies in transaction of communications to or from CWSIL through telephone, electronic or other systems that are not under our control;
- (ii) delays, inaccuracies or omissions in research and analysis conducted by third parties, market data and other information prepared by third parties or such research and analysis having not been properly conducted or such market data and such information having not been properly prepared by third parties;
- (iii) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s) and/or account numbers; and
- (iv) war or military action, government restrictions, labor disputes or closure of any market or exchange or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.
- (v) any damage to the Client's computer, software, modem, telephone or other property resulting from his/her use of the Electronic Trading Services.

5.2 The Client agrees to defend, indemnify and hold CWSIL, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses(including but not limited to attorney's fees) arising from the Client's violation of the Account Agreement(including This Electronic Trading Service 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 Electronic Trading Service Agreement.

5.3 The Client agrees to indemnify and hold CWSIL, its officers, employees, agents, Information Providers and Information Transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with Client's use of the Electronic Trading Services. This obligation will survive the termination of This Agreement.

## **6. Termination of Electronic Service**

- 6.1 CWSIL reserves the right to terminate the Client's access to the Electronic Service or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client access number(s), password(s) and/or account number(s), breach of This Electronic Trading Service Agreement or the Account Agreement, discontinuance of CWSIL's access to any Information from any Information Provider or termination of one or more agreements between CWSIL and the Information Providers.
- 6.2 In the event of termination by CWSIL, the Information Providers, and CWSIL shall have no liability to the Client provided, however, that if the termination is without cause CWSIL will, on a pro-rata basis, refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Service not furnished to the Client as of the date of such termination.

## **7. Termination of Electronic Service**

- 7.1 CWSIL refers the Client to the Risk Disclosure Statements and Disclaimers in the Fifth Schedule of This Agreement; and
- 7.2 The Client acknowledges and accepts the risks of using the Electronic Service described below:
- (i) If the Client undertakes Transactions via Electronic Service, it will be exposed to risks associated with the Electronic Service system including the failure of hardware and software, and that the result of any system failure may be that its order is neither executed according to its Instructions nor executed at all;
  - (ii) Due to unpredictable traffic congestion and other reasons. Electronic Service may not be reliable and that Transactions conducted via Electronic Service are subject to delays in transmission and receipt of its Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the time its Instructions were given, transmission interruption or blackout, that are risks on misunderstanding or errors in communication, and that there is also not possible to cancel

an Instruction after it has been given. CWSIL accepts no responsibility for any loss which may be incurred by the Client as a result of such interruptions or delays or access by third parties. The Client should not place any Instructions with us through the Electronic Service if the Client is not prepared to accept the risk of such interruptions or delays; and

- (iii) Market data and other Information made available to the Client through our Electronic Service may be obtained by CWSIL from third parties. While CWSIL believes such market data or Information to be reliable, neither CWSIL nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

## **8. General**

8.1 In the event of any dispute between the parties, the Client agrees that the records of CWSIL (including electronic records) shall prevail.

8.2 CWSIL may from time to time in its absolute discretion add, amend, delete or substitute any of the terms of This Agreement by giving the Client notice of such changes which will become effective from the date specified in such notice.

## **FOURTH SCHEDULE**

### **(Risk Disclosure in relation to Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect)**

With the launch of Shanghai-Hong Kong Stock Connect (“SSE-HK Connect”) and Shenzhen-Hong Kong Stock Connect (“SZSE-HK Connect”), the investors in Hong Kong are allowed to invest in eligible Shanghai-listed shares and eligible Shenzhen-listed shares respectively through the Stock Exchange of Hong Kong. For the details and more information about the aforesaid two schemes, please refer to the web site of HKEX: [www.hkex.com.hk/chinaconnect](http://www.hkex.com.hk/chinaconnect).

Client of CWSI who intends to involve in trading in securities via SSE-HK Connect or/and SZSE-HK Connect is invited to read thoroughly this Risk Disclosure, to ask questions and take independent advice if required. This Risk Disclosure is not exhaustive and does not purport to disclose all risks relating to trading in securities via the SSE-HK Connect and SZSE-HK Connect. The Client of CWSI are advised to undertake its own research and studies on the trading of securities in SSE-HK Connect or/and SZSE-HK Connect before commencement of any trading activities.

This Risk Disclosure may be amended or supplemented by CWSI from time to time. However, CWSI does not represent that the information set out in this Risk Disclosure is up-to-date, accurate or complete, nor undertakes to update it from time to time. For updated information in relation to SSE-HK Connect and SZSE-HK Connect (including but not limited to the rules and regulations governing the SSE-HK Connect or/ and SZSE-HK Connect), the client of CWSI may refer to the information published from time to time on the websites of Hong Kong Exchanges and Clearing Limited, Securities and Futures Commission in Hong Kong (SFC), China Securities Regulatory Commission (CSRC), Shanghai Stock Exchange (SSE) and Shenzhen Stock Exchange (SZSE).

Trading in securities via SSE-HK Connect and SZSE-HK Connect will be subject to the following major type of risks:

#### 1. Not protected by Investor Compensation Fund

Client of CWSI should note that northbound or southbound trading under SSE-HK Connect or SZSE-HK Connect will not be covered by Hong Kong’s Investor Compensation Fund.

Hong Kong's Investor Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong.

As far as southbound trading is concerned, since Mainland China securities brokers are neither licensees nor registered institutions with the SFC and they are not regulated by the SFC, the Investor Compensation Fund will not cover southbound trading via SSE-HK Connect or SZSE-HK Connect.

As for northbound trading, according to the Securities and Futures Ordinance, the Investor Compensation Fund will only cover products traded in Hong Kong's recognised securities market (The Stock Exchange of Hong Kong Limited, SEHK) and recognised futures market (Hong Kong Futures Exchange Limited, HKFE). Since default matters in northbound trading via SSE-HK Connect or SZSE-HK Connect do not involve products listed or traded in SEHK or HKFE, so similar to the case of investors trading overseas securities, they will not be covered by the Investor Compensation Fund.

Client of CWSI should also note that northbound trading under SSE-HK Connect or/and SZSE-HK Connect will not be protected by China Securities Investor Protection Fund (CSIPF). According to the Measures for the Administration of Securities Investor Protection Fund, the functions of CSIPF include "indemnifying creditors as required by China's relevant policies in case a securities company is subjected to compulsory regulatory measures including dissolution, closure, bankruptcy and administrative takeover by the CSRC and custodian operation" or "other functions approved by the State Council". As far as Hong Kong investors participating in northbound trading are concerned, since they are carrying out northbound trading through securities brokers in Hong Kong and these brokers are not Mainland China brokers, therefore they are not protected by CSIPF in the Mainland China.

## 2. Quotas used up

If the northbound daily quota of SSE-HK Connect/SZSE-HK Connect is used up, i.e. the daily quota balance of SSE-HK Connect/SZSE-HK Connect drops to zero or the daily quota is exceeded during a continuous auction session (or closing call auction for SZSE), no further buy orders will be accepted for the remainder of the day while sell orders will still be accepted. Buying services will be resumed on the next trading day. Buy

orders already accepted will not be affected by the daily quota being used up and will remain on the order book of SSE or SZSE unless otherwise cancelled by the relevant brokers.

If the used up of northbound daily quota happens during the opening call auction session, new buy orders will be rejected. However, as order cancellation is common during opening call auction, the northbound daily quota balance may resume to a positive level before the end of the opening call auction. When that happens, SEHK will again accept northbound buy orders.

### 3. Trading day and trading hours' difference

SSE-HK Connect and SZSE-HK Connect will only operate on days when both Mainland China and Hong Kong markets 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 China market but Hong Kong investors cannot carry out any securities trading. Client of CWSI should take note of the days SSE-HK Connect and SZSE-HK Connect are open for business and decide according to their own risk tolerance capability whether or not to take on the risk of price fluctuations in securities during the time when SSE-HK Connect or SZSE-HK Connect is closed.

Besides, there is difference in trading hours between Mainland China and Hong Kong markets. Trading hours for A-shares under SSE-HK Connect and SZSE-HK Connect are different from Hong Kong and client of CWSI shall be ware of such difference.

### 4. Restrictions on selling imposed by front-end monitoring

For clients of CWSI who usually keep their securities outside of their brokers, if they want to sell certain securities they hold, they must transfer those securities to the respective accounts of their brokers before the cut-off time as specified by CWSI or/and its agent in its discretion from time to time. Only settled securities are allowed to sold on any SSE-HK Connect or SZSE-HK Connect trading day.

### 5. Foreign Shareholding Restrictions

The trading, acquisition, disposal and holding of securities under SSE-HK Connect and/ or SZSE-HK Connect are subject to the applicable laws, rules and regulations, including the Foreign Shareholding Restrictions, which impose purchasing and holding limits. These limitations and restrictions may have the effect of restricting the ability to purchase, subscribe for or hold any securities or take up any entitlements in respect of securities, or requiring to reduce its holdings in any securities, whether generally or at a particular point of time, and whether by way of forced sale or otherwise, and notwithstanding that the individual holding does not exceed such limitations or restrictions. As such, client of CWSI may incur loss arising from such limitations, restrictions and/ or forced sale.

#### 6. The recalling of eligible stocks

The list of eligible securities is subject to change and certain securities may be recalled from the scope of eligible securities for trading via SSE-HK Connect or SZSE-HK Connect. When a stock is recalled, the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of investors. Investors should therefore pay close attention to the list of eligible stocks as provided and renewed from time to time by SSE, SZSE and SEHK.

#### 7. Risks in Mainland China

- Economic risk

There is a close relationship between the economy of Mainland China and stock market performance.

- Currency risk

Client of CWSI will expose to the risk of RMB exchange rate movements if they have to convert Hong Kong dollars (“HKD”) into Renminbi (“RMB”) for trading in Shanghai and Shenzhen A-shares. The conversion also incurs currency conversion costs. Even if the price of the RMB asset remains the same when the client of CWSI purchased it and when the client of CWSI redeems/ sells it, the client of CWSI may still incur a loss when converting the redemption /sale proceeds into local currency if RMB has depreciated.

In addition, RMB may not be freely convertible and conversion may be subject to such exchange controls and restrictions that may be imposed from time to time. The ability to remit or repatriate funds into the Mainland China or out of the Mainland China will be restricted by applicable laws in the Mainland China.

- Policy risk

China Central government's economic and financial policies will affect the performance of investment market. Client of CWSI shall beware of the central government policies for stimulating the economy or supporting different industries, as well as their different financial policies in respect of the currency, interest rate, credit and stock markets.

#### 8. Risks relating to ChiNext Board of SZSE

Client of CWSI should note that stocks listed on ChiNext Board of SZSE contain higher risk than those listed on Main Board. For regulatory risks, the rules and guidance on listing, trading, disclosure and other matters of SZSE ChiNext vary much from those of the SZSE main board and SME board. For delisting risks, the delisting standards of the ChiNext market are different from those of the SZSE main board and SME board. In addition, there is higher operating risks for ChiNext companies as they are generally in an early stage of development and have a shorter history which means their future performance is susceptible to great uncertainty. Finally, there is high share price volatility for ChiNext companies, especially those companies with low public float being vulnerable to manipulations by major shareholders. Client of CWSI are advised to visit the web site of SZSE.

#### 9. Taxation

Income or profit from trading in any investments may be subject to withholding tax or capital gains tax or other tax of the country of the issuer or the country in which such investments are traded. If so, the client of CWSI may only receive any payment or proceeds of sale or redemption of the investment less the withholding tax or capital gains tax or other tax required by the applicable laws, rules and regulations. Client of CWSI has to pay more tax if he/ she may not be able to claim the benefits of a double income tax treaty or otherwise qualify for a reduction of withholding tax in respect of investments made.

#### 10. Overseas fee and levies

Trading in securities may be subject to additional fees and levies under the relevant applicable laws, rules and regulations and from overseas regulators. The amount of such fees and levies may change from time to time. Client of CWSI may only receive any payment or proceeds of sale or redemption of the investment less such fees and levies.

#### 11. Disclosure obligations

Client of CWSI may be subject to applicable laws, rules and regulations in Mainland China in respect of disclosures of interest in securities, and may be restricted from acquiring or disposing of securities under these applicable laws, rules and regulations. There is no guarantee that client of CWSI may be exempt from the disclosure requirements and the relevant trading restrictions in respect of securities and client of CWSI is solely responsible for compliance with these applicable laws, rules and regulations. CWSI and its agent will not be responsible for client of CWSI in any way in respect of the disclosure obligations or trading restrictions applicable to client of CWSI under such applicable laws, rules and regulations.

*(In case of any discrepancy between the English and the Chinese versions, the English version shall prevail.)*

## FIFTH SCHEDULE

### (Risk Disclosure Statements)

These Risk Disclosure Statements do not disclose all the risks and other significant aspects of any transactions or services provided. The Client should therefore carefully consider whether the transactions entered into directly by the Client are suitable in light of the Client's investment objectives, financial circumstances, tolerance to risks and the Client's investment experience. In considering whether to trade or invest, the Client's should inform himself and be aware of the risks generally, and in particular should note the following:

- 1.1 **RISK OF SECURITIES TRADING.** The prices of securities can and does fluctuate, sometimes dramatically. The price of a security may move up or down, and may even become valueless. It is as likely that losses may be incurred rather than a profit made as a result of buying and selling securities.
  
- 1.2 **RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG.** The Client's assets received or held by CWSIL outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO and the rules made thereunder. Consequently, such Client's assets may not enjoy the same protection as that conferred on Client assets received or held in Hong Kong.
  
- 1.3 **RISK OF TRADING GROWTH ENTERPRISE MARKET STOCKS. Growth Enterprise Market ("GEM") stocks involve a high investment risk.** In particular, companies may list on the GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

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

Current information on GEM stocks may only be found on the Electronic website operated by SEHK. GEM Companies are usually not required to issue paid announcements in gazetted newspapers

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.

1.4 **RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE SEHK.** The Securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Client should consult CWSIL and become familiarized with the PP before trading in the PP Securities. The Client should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of the SHEK.

1.5 **RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES.** If the Client provides CWSIL with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's the Account(s) and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion

1.6 **RISK OF TRADING STRUCTURED PRODUCTS**

(i) Credit risk

If the issuer of the Structured Products is CWSIL, the value of the Structured Products depends on the ability of CWSIL to perform its obligations under the relevant term sheets. These obligations (including but not limited to the delivery to the Client in accordance with the terms and conditions of the Structured Products either the underlying asset or the cash settlement amount upon exercise, expiry or maturity, as the case may be) are the unsecured obligations of CWSIL and of no other person.

If the issuer of the Structured Products is not CWSIL, the value of the Structured Products depends on the ability of such issuer to perform its obligations under the relevant term sheets. These obligations are not owed by CWSIL and CWSIL is not responsible for ensuring that those obligations are satisfied

(ii) Default risk of underlying issuer and/or the agent of the

underlying issuer

In respect of each Structured Product purchased by the Client, CWSIL may enter into a back-to-back transaction with the underlying issuer or the issuer's agent. In the event of the occurrence of certain credit events of the issuer or the issuer's agent, the Client's recourse against CWSIL will be limited to the net value of the monies or securities (or other property or assets) due to it under the back-to-back transaction between CWSIL and the issuer or the issuer's agent (as the case may be). In other words, the Client will bear the credit risk of the issuer or the issuer's agent (as the case may be). The Client should therefore make its own assessment of the creditworthiness of the issuer and/or the issuer's agent.

(iii) Market risk

Structured Products involve a high degree of risk. The value of Structured Products will be affected by a number of market variables that change daily, such as interest rates, foreign exchange, time value, volatility and liquidity of the markets, political or economic conditions, and other inter-related factors which affect the performance of the markets generally.

The value of the underlying assets may go down as well as up and past performance is not necessarily a guide to future performance. Changes in the value of the underlying assets may result in changes to the price and/or the repayment value of the Structured Products and income derived therefrom (if any), which may have a different result or a result of greater magnitude than the change in the value of the underlying assets. The value of Structured Products may fall as rapidly as it may rise or become worthless at or before maturity. The Client may risk losing all or a significant proportion of the investment.

(iv) Liquidity risk

It is not possible to predict if and to what extent a secondary market may develop in any Structured Products or at what price such Structured Products will trade in the secondary market or whether such market will be liquid or illiquid.

If any Structured Products are not listed or traded on any exchange, pricing information for such Structured Products may be difficult to obtain and the liquidity of that Structured Products may also be adversely affected.

(v) Currency risk

The Structured Products and/or the underlying assets may comprise transactions in foreign currency-denominated contracts. The profits or loss in such transactions (whether they are traded in the Client's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

(vi) Event risk

The value and/or the settlement of the Structured Products may be affected by the occurrence or existence of certain events such as (but not limited to) credit performance of the reference entities, mergers and disposals, trading suspension, price source disruption, material change in the calculation and/or composition of indices comprising a basket of indices etc. In certain circumstances, the Client may risk losing all or a significant proportion of the investment.

(vii) Performance of underlying assets risk

An investment in the Structured Products is not an investment in the underlying assets and the Client has no rights in respect of such underlying assets. However, the performance of the underlying assets will have a direct effect on the value of the Structured Products. CWSIL has not performed, and will not at any time perform, any investigation or review of the underlying assets, nor does it make any guarantee or express or implied warranty in respect of the performance of the underlying assets, nor the selection thereof.

1.7 **Risk of trading derivative warrants.** Derivative warrants are an instrument that gives an investor the right to "buy" or "sell" an underlying asset at a pre-set price prior to a specified expiry date. At expiry, settlement is usually made in cash rather than a purchase or sale of the underlying asset. Derivative warrants can be issued over a range of assets, including stocks, stock indices, currencies, commodities, or a basket of securities. They are generally divided into two types: calls and puts. Holders of call warrants have the right, but not obligation, to purchase

from the issuer a given amount of the underlying asset at a predetermined price (also known as the exercise price) within a certain time period. Conversely, holders of put warrants have the right, but not obligation, to sell to the issuer a given amount of the underlying asset at a predetermined price within a certain time period.

(i) Issuer risk

Derivative warrant holders are unsecured creditors of the issuer and they have no preferential claim to any assets an issuer may hold.

Therefore, investors are exposed to credit risk in respect to the issuer.

(ii) Gearing risk

Although derivative warrants may cost a fraction of the price of the underlying assets, a derivative warrant may change in value more or less rapidly than the underlying assets. In the worst case the value of the derivative warrants falls to zero and holders may lose their entire purchase price.

(iii) Limited life

Unlike stocks, derivative warrants have an expiry date and therefore a limited life. Unless the derivative warrants are in-the-money, they become worthless at expiration.

(iv) Time decay

The value of derivative warrants will decrease over time. Therefore, derivative warrants should never be viewed as products that are bought and held as long term investments.

(v) Volatility

An increase in the volatility of the underlying asset should lead to a higher warrant price and a decrease in volatility lead to a lower derivative

warrant price.

(vi) Market forces

In addition to the basic factors that determine the theoretical price of a derivative warrant, derivative warrant prices are also affected by the demand for and supply of the derivative warrants. Supply and Demand forces maybe greatest when a derivative warrant issue is almost sold out and when there are further issues of an existing derivative warrant.

(vii) Turnover

High turnover in a derivative warrant should not be regarded as an indication that its price will go up. The price of a derivative warrant is affected by many factors from market forces to technical matters such as the price of the underlying asset, the volatility of the price of the underlying asset, the time remaining to expiry, interest rates and the expected dividend on the underlying asset.

1.8 **Risk of trading Callable Bull/Bear Contracts.** Callable Bull/Bear Contracts (“CBBC”) are a type of structured product that tracks the performance of an underlying asset without requiring investors to pay the full price required to own the actual asset. They are issued either as Bull or Bear contracts with a fixed expiry date, allowing investors to take bullish or bearish positions on the underlying asset.

CBBC are issued with the condition that during their lifespan they will be called by the issuers when the price of the underlying asset reaches a level (known as the “Call Price”) specified in the listing document. If the Call Price is reached before expiry, the CBBC will expire early and the trading of that CBBC will be terminated immediately. The specified expiry date from the listing document will no longer be valid.

There are two categories of CBBC, namely Category N CBBC and Category R CBBC. A Category N CBBC refers to a CBBC where its Call Price is equal to its Strike Price, and the CBBC holder will not receive any cash payment once the price of the underlying asset reaches or goes beyond the Call Price. A Category R CBBC refers to a CBBC where its Call Price is different from its Strike Price, and the CBBC holder may receive a small amount of cash payment (called “Residual Value”) upon the occurrence of a Mandatory Call Event (“MCE”) but in the worst case, no residual value will be paid.

(i) Mandatory call

A CBBC will be called by the issuer when the price of the underlying asset hits the Call Price and trading in that CBBC will expire early.

Payoff for Category N CBBC will be zero when they expire early. When Category R CBBC expire early the holder may receive a small amount of Residual Value payment, but there may be no Residual Value payment in adverse situations. Once the CBBC is called, even though the underlying asset may bounce back in the right direction, the CBBC which has been called will not be revived and investors will not be able to profit from the bounce-back.

(ii) Gearing risk

Since a CBBC is a leveraged product, the percentage change in the price of a CBBC is greater compared with that of the underlying asset.

Investors may suffer higher losses in percentage terms if they expect the price of the underlying asset to move one way but it moves in the opposite direction.

(iii) Limited life

A CBBC has a limited life, as denoted by the fixed expiry date. The life of a CBBC may be shorter if called before the fixed expiry date.

The price of a CBBC fluctuates with the changes in the price of the underlying asset from time to time and may become worthless after expiry and in certain cases, even before the normal expiry if the CBBC has been called early.

(iv) Movement with underlying asset

Although the price of a CBBC tends to follow closely the price of its underlying asset, but in some situations it may not. Prices of CBBC are affected by a number of factors, including its own demand and supply, funding costs and time to expiry. Moreover, the delta for a particular CBBC may not always be close to one, in particular when the price of the underlying asset is close to the Call Price.

(v) Liquidity

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

(vi) Funding costs

The issue price of a CBBC includes funding costs and issuers will specify the formula for calculating the funding costs of their CBBC at launch in the listing documents. Since the funding costs for each CBBC issue may be different as it includes the issuer's financing/stock borrowing costs after adjustment for expected ordinary dividend of the stock plus the issuer's profit margin, investors are advised to compare the funding costs of different issuers for CBBC with similar underlying assets and terms. When a CBBC is called, the CBBC holders (investors) will lose the funding cost for the full period since the funding cost is built into the CBBC price upfront at launch even though with the MCE, the actual period of funding for the CBBC turns out to be shorter.

1.9 Risk of Trading Synthetic Exchange Traded Funds (ETFs).

(i) Market Risk

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. Investors must be prepared to bear the risk of loss and volatility associated with the underlying index/assets.

(ii) Tracking Error Risk

There may be disparity in performance between an ETF and its underlying index/assets. Tracking errors can arise due to factors such as the impact of transaction fees and expenses incurred to the ETF, changes in composition of the underlying index/assets, and the ETF manager's replication strategy.

(iii) Counterparty Risks

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

(iv) Trading at Discount or Premium

Where the index/market that the Synthetic ETF tracks is subject to restricted access, the efficiency in unit creation or redemption to keep the price of the Synthetic ETF in line with its net asset value (NAV) may be disrupted, causing the Synthetic ETF to trade at a higher premium or discount to its NAV. Investors who buy a Synthetic ETF at a premium may not be able to recover the premium in the event of termination.

1.10 Risk Relating to Rights Issue. For exercising and trading of the right issue, investors have to pay attention to the deadline and other timelines.

Rights issues that are not exercised will have no value upon expiry. But if investors decide to let the rights lapse, then investors will not need to take any action unless investors 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 investors pass up the rights, the shareholding in the expanded capital of CWSIL will be diluted.

1.11 RISK OF ELECTRONIC TRADING. The Client acknowledges and agrees that (a) access to the Electronic services may be limited or

unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons; (b) transactions conducted through the Electronic may be subject to interruption, transmission blackout, delayed transmission due to Electronic traffic or incorrect data transmission due to the public nature of the Electronic; (c) Instructions may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the Instructions were given; (d) communications and personal data may be accessed by unauthorized third parties; or (e) the Client’s Instructions may be executed without being subject to human review; (f) there may be system failure which may result in the Client’s Instruction not being executed; or (g) the lack of Electronic experience of the Client

which may result in the Client's Instructions not being executed or executed with error; or (h) Instructions for the same Instructions being issued more than once because the system could not promptly indicate completion of the transactions.

The Client also acknowledges and agrees that it is not usually possible to cancel an Instruction after it has been given, and the Client agrees to exercise caution before placing all orders. Any attempt made by the Client to cancel an order is simply a "request to cancel". Whilst CWSIL will use its reasonable efforts to process the Client's "request to cancel", it will not be liable to the Client if CWSIL is unable to change or cancel the order.

1.12 RISK OF MARGIN TRADING: The risk of loss in financing a transaction by a deposit of collateral is significant. The Client may sustain losses in excess of its cash and any other assets deposited as collateral with CWSIL. 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 collateral of the Client may be liquidated without its consent. Moreover, the Client will remain liable for any resulting deficit in its account and interest charged on its account. The Client therefore should carefully consider whether such a financing arrangement is suitable in light of its own financial position and investment objectives.

1.13 RISK OF PROVIDING AN AUTHORITY TO REPLEDGE THE CLIENT'S SECURITIES COLLATERAL ETC.: There is risk if the Client provides CWSIL with an authority that allows CWSIL to apply the Client's securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client's securities collateral for financial accommodation or deposit the Client's securities collateral as collateral for the discharge and satisfaction of settlement obligations and liabilities of CWSIL.

If the Client's securities or securities collateral are received or held by CWSIL in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client's authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

Additionally, the Client's authority may be deemed to be renewed (i.e. without the Client's written consent) if CWSIL issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date

of the Client's then existing authority. The Client is not required by any law to sign these authorities. But an authority may be required by CWSIL, for example, to facilitate margin ending to the Client or to allow the Client's securities or securities collateral to be lent to or deposited as collateral with third parties. CWSIL should explain to the Client the purposes for which one of these authorities is to be used.

If the Client signs one of these authorities and the Client's securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client's securities or securities collateral. Although CWSIL is responsible to the Client for securities or securities collateral lent or deposited under the Client's authority, a default by CWSIL could result in the loss of the Client's securities or securities collateral. A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If the Client does not require margin facilities or do not wish its securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open This type of cash account.

1.14 RISK DISCLOSURE STATEMENTS FOR RENMINBI PRODUCTS: Renminbi is not freely convertible at present and conversion of Renminbi through banks in Hong Kong SAR is subject to certain restrictions. For Renminbi products which are not denominated in Renminbi or with underlying investments which are not Renminbi denominated, such products will be subject to multiple currency conversion costs involved in making investments and liquidating investments, as well as the Renminbi exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses). If The Client do not have sufficient Renminbi funding to subscribe Renminbi products, subject to compliance with all applicable laws, rules and regulations, we may assist The Client to convert other currencies to Renminbi. However, we do not guarantee that it can provide sufficient Renminbi funding for The Client due to the limitation on the flow of Renminbi funds in Hong Kong SAR. We may unwind The Client' trade due to insufficient Renminbi funding and The Client' investment may be adversely affected if The Client suffer losses due to settlement failure.

# SIXTH SCHEDULE

## Supplemental Agreement for US Stock Trading Services

I/We acknowledge and consent the following Supplemental Agreement for US Stock Trading Services attached herewith:

### 1. Account Documentation and W-8BEN Form (Department of the Treasury Internal Revenue Service)

To apply for the US stock trading service, the US Stock Trading Services Application Form and W-8BEN Form should be duly filled in and signed, and such W-8BEN Form should be renewed every 3 years. If W-8BEN Form has not been renewed as aforesaid, the US stock trading services will not be provided, and only sell orders can be placed on the US Stocks, and the capital gain tax will be withheld until W-8BEN Form is renewed.

### 2. Provision of Services

Only non-US citizens/ residents can apply for this service.

### 3. Commissions and Fees

Upon execution of orders, commissions and fees should be paid which may vary from time to time upon notice through CWSIL's website [www.cwsi.com.hk](http://www.cwsi.com.hk) or any other means.

### 4. Interest paid to client

The interest rate for client's US dollar deposit may vary from time to time upon notice through CWSIL's website [www.cwsi.com.hk](http://www.cwsi.com.hk) or any other means.

### 5. Settlement Date

The purchase and sale of stocks are settled on settlement date, i.e. on the third business day after the transaction.

### 6. CWSIL shall not provide physical delivery service.

#### 7. Fund Deposit/ Withdrawal

US Dollar should be deposited or exchanged from other currencies to the US stock trading account for trading purpose. The cut off time of fund deposit/ withdrawal instruction is 10:00 Monday to Friday (Hong Kong Time) and the buying power of online trading account will be updated at next trading day of US Stocks Market opens at earliest. For fund withdrawal, the fund will be credited to the client's bank account at earliest 2 business days after receipt of the instruction.

#### 8. Day Trading Rules

To comply with U.S. regulatory requirements, for an account with less than USD25,000 in equity, the trading system would prohibit the account from opening transaction in the 4th day if the account has been effected 3 day trades within 5 business days.

#### 9. Risks of After-Hour Trading

There are special characteristics and unique risks associated with trading in securities at times that are outside the ordinary trading hours. ("After-Hours Trading" or "Extended Hours Trading"). Details could be referred to information on CWSIL's website [www.cwsi.com.hk](http://www.cwsi.com.hk).

#### 10. Miscellaneous

Details could be referred to the account opening document(s) and other accompanying documents and other information (including any relevant updates from time to time) on CWSIL's website [www.cwsi.com.hk](http://www.cwsi.com.hk).

# SEVENTH SCHEDULE

## (Personal Information Collection Statement)

This Statement is made by Central Wealth Securities Investment Limited ("CWSIL") in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region ('the Ordinance'). The Statement is intended to notify The Client of why personal data is collected, how it will be used and to whom data access requests are to be addressed.

### 1. Obligation to disclose

Unless otherwise provided, it is necessary for the Client to supply us with data in connection with the opening of Accounts. If the Client does not provide such data, it will not be possible for the Client to open an Account with us as we will not have sufficient information to open and administer the Account.

### 2. Use of Personal Data

#### 2.1 User

All personal data concerning the Client (whether provided by the Client or any other person; and whether the Client receives the Account Opening Documents) may be used by any of the following companies or persons (each, a "User"):

- (i) CWSIL and/or our associates (the "Group");
- (ii) any director, officer or employee of the Group;
- (iii) any person (such as lawyers, advisers, nominee, custodian etc.) authorized by the Group when carrying out the Client Instructions and the business of the Group;
- (iv) any actual or proposed assignee of any rights and obligations of the Group in relation to the Client, and
- (v) any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to any member of the Group.

#### 2.1 Purposes

All personal data concerning the Client may be used by any User for the following purposes:

- (i) carrying out new or existing client verification and credit checking procedures and assisting other financial institutions to do so;
- (ii) ongoing Account administration, including the collection of amounts due, enforcement of security, charge or other rights and interests;
- (iii) designing further products and Service or marketing a Group product to the Client;
- (iv) transfer of such data to any place outside Hong Kong;
- (v) comparison with the Client's personal data (irrespective of the purposes and sources for which such data were collected, and whether collected by a User or any other person) for the purpose of:
  - (a) credit checking;
  - (b) data verification; and/or
  - (c) otherwise producing or verifying data which may be used for the purpose of taking such action that a User or any other person may consider appropriate (including action that may relate to the rights, obligations or interest of the Client or any other person);
- (vi) providing on the terms of any other agreements and services relating to the Client;
- (vii) any purpose relating to or in connection with compliance with any law, regulation, court order or order of any regulatory body;
- (viii) any other purpose relating to the execution of the Client's Instructions or in connection with the business or dealings of the Group.

### **3. Rights of Access and Correction**

The Client has the right to have access to and correction of the Client's personal data as set out in the Ordinance. In general, and subject to certain exemptions, the Client is entitled to :

- (i) enquire whether Guangdong Securities Limited holds personal data in relation to the Client;
- (ii) request access to the Client's personal data within reasonable time, at a fee which is not excessive, in a reasonable manner and in a form that is intelligible;
- (iii) request the correction of the Client's personal data; and
- (iv) be given reasons if a request for access or correction is refused, and object to any such refusal.

### **4. Contact Person**

If the Client requests for access to and/or correction of personal data, the Client should address the request to our Customer Service Department Supervisor.

Central Wealth Securities Investment Limited

5/F, China Taiping Tower Phase II, 8 Sunning Road, Causeway Bay, Hong Kong

Tel : (852) 3958-4600

Fax : (852) 3958-4666

This Statement may be revised, amended or supplemented from time to time by CWSIL. The most up-to-date statement can be found in CWSIL's website at <http://www.cwsi.com.hk/> or available from CWSIL upon written request.

In case of discrepancies between the English and Chinese versions, the English version shall prevail.

## **EIGHTH SCHEDULE**

### **(Terms for Hong Kong Investor Identification Regime (HKIDR))**

With reference to the consultation conclusions on proposals to implement an investor identification regime (“HKIDR”) at trading level for the securities market in Hong Kong and introduce an over-the-counter securities transactions reporting regime (“OTCR”) for shares listed on the Stock Exchange of Hong Kong (“SEHK”) issued by the Securities and Futures Commission (“SFC”) in August 2021, updated client identification data and consent for the collection and handling of personal data are required to collect from you to fulfil the requirements.

You acknowledge and agree that we Central Wealth Securities Investment Limited may collect, store, process, use, disclose and transfer personal data relating to you (including your CID and BCAN(s)<sup>2</sup>) as required for us to provide services to you 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 –

(a) Disclosing and transferring your 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;

(b) Allowing SEHK to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and

(c) Allowing the SFC to: (i) collect, store, process and use your personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

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<sup>2</sup> Note: The terms “BCAN” and “CID” used in this clause 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.”

You also agree that despite any subsequent purported withdrawal of consent by you, your personal data may continue to be stored, processed, used, disclosed, or transferred for the above purposes after such purported withdrawal of consent.

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

## NINTH SCHEDULE

### (Personal Information Collection Statement concerning Northbound China Connect Orders)

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

You acknowledge and agree that in providing our Stock Connect Northbound Trading Service to you, Central Wealth Securities Limited will be required to:

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

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

- a) to disclose and transfer your BCAN and CID to the Exchange and the relevant SEHK Subsidiaries from time to time, including by indicating your BCAN when inputting a China Connect Order into the CSC, which will be further routed to the relevant China Connect Market Operator on a real-time basis;
- b) to allow each of the Exchange and the relevant SEHK Subsidiaries to: (i) collect, use and store your BCAN, CID and any consolidated, validated and mapped BCANs and CID information provided by the relevant China 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;

- c) to allow the relevant China Connect Clearing House to: (i) collect, use and store your BCAN and CID to facilitate the consolidation and validation of BCANs and CID and the mapping of BCANs and CID with its investor identification database, and provide such consolidated, validated and mapped BCANs and CID information to the relevant China Connect Market Operator, the Exchange and the relevant SEHK Subsidiary; (ii) use your BCAN and CID for the performance of its regulatory functions of securities account management; and (iii) disclose such information to the Mainland regulatory authorities and law enforcement agencies having jurisdiction over it so as to facilitate the performance of their regulatory, surveillance and enforcement functions with respect to the Mainland financial markets; and
- d) to allow the relevant China Connect Market Operator to: (i) collect, use and store your BCAN and CID to facilitate their surveillance and monitoring of securities trading on the relevant China 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.

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

**Consequences of failing to provide Personal Data or Consent**

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

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