

Notice of Amendments to Terms and Conditions for Securities Trading

We write to give you notice that the Terms and Conditions for Securities Trading of China CITIC Bank International (the "Bank") will be amended as follows.

1. To support the launch of Shenzhen-Hong Kong Stock Connect Service, with effect from 22 May 2017 (the "1st Effective Date"), the CHINA CONNECT SUPPLEMENTAL TERMS AND CONDITIONS under the Terms and Conditions for Securities Trading will be amended as follows:

- 1.1 The below definitions of Paragraph 1 shall be revised or inserted as follows:

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

"China Connect" means the Shanghai Hong Kong Stock Connect and/or the Shenzhen Hong Kong Stock Connect (as the case may be).

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

"China Connect Market" means the SSE and/or the SZSE (as the case may be).

"China Connect Market System" means the system used for the trading of (a) SSE Securities on SSE, as operated by SSE and/or (b) SZSE Securities on SZSE as operated by SZSE (as the case may be).

"China Connect Securities" Means any SSE Securities and/or SZSE Securities (as the case may be).

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

"China Connect Shares" means any A shares listed on any China Connect Market which may be traded by Hong Kong and international investors under China Connect.

"ChiNext Shares" means securities listed on the ChiNext Board of the SZSE which may be traded by Hong Kong and overseas investors under China Connect.

"Clearing Participant" has the meaning given to such term in the rules of the CCASS.

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

"CSRC China Connect Rules" means the Several Provisions regarding Mainland China – Hong Kong Stock Connect Mechanism, as promulgated by CSRC to prescribe the launch and operation of the China Connect.

"Eligible ChiNext Investor" means a "professional investor" within the meaning of paragraphs (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO or other types of investors that are permitted or approved by the China Connect Authorities to trade ChiNext Shares through Shenzhen Hong Kong Stock Connect.

"ETFs" means exchange-traded funds.

"Existing Terms" means the applicable existing terms of business, client account agreements and/or other relevant notices and disclosure between me/us and the Bank that govern the provision of securities dealing services by the Bank to me/us whether written or unwritten, including without limitation the General Terms and Conditions and any Specific Terms and Conditions (including any Specific Terms and Conditions governing Securities Cash Accounts).

"Mainland China" or **"PRC"** means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

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

"Pre-Trade Checking" means the requirements and procedures under the China Connect Laws and China Connect Rules pursuant to which a China Connect Authority or China Connect Entity may reject a sell order if an investor does not have sufficient and available China Connect Securities in its account.

"Related Person" means any of the Bank's affiliates, or any director, senior officer, employee or agent of the Bank or the Bank's affiliates.

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

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

"Shanghai Hong Kong Stock Connect" Means a securities trading and clearing links programme developed or to be developed by SEHK, SSE, HKSCC and ChinaClear for the establishment of mutual market access between SEHK and SSE.

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

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

"SSE Rules" means the rules, operation procedures, circulars and notices of SSE in respect of the stock listing and trading activities taking place on SSE and the SSE Regulations on the Shanghai Hong Kong Stock Connect Programme which have been published by SSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

"SSE Securities" means any securities and/or ETFs listed on the SSE which may be eligible for trading by Hong Kong and international investors under China Connect.

"SZSE" means the Shenzhen Stock Exchange.

"SZSE Rules" means the rules, operation procedures, circulars and notices of SZSE in respect of the stock listing and trading activities taking place on SZSE (including on the ChiNext Board) and the SZSE Regulations on the Shenzhen Hong Kong Stock Connect Programme which have been published by SZSE for the purposes of implementing China Connect, as amended, supplemented, modified and/or varied from time to time.

"SZSE Securities" means any securities and/or ETFs listed on the SZSE which may be eligible for trading by Hong Kong and international investors under China Connect. For the avoidance of doubt, SZSE Securities shall include ChiNext Shares.

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

- 1.2 New paragraph 2 (c) shall be inserted under paragraph 2 as follows:

(c) – I/We shall trade ChiNext Shares only when I am/we are and , in this case where I am/we are an intermediary/intermediaries (including, but not limited to, fund managers, asset managers, brokers or order placers) trading for or on behalf of an underlying client or clients, each such underlying client is, an Eligible ChiNext Investor.

1.3 Paragraph 3.6 shall be revised as follows:

In the event that SEHK, the relevant SEHK Subsidiary or HKSCC is notified by SSE, SZSE, ChinaClear or any other relevant exchange, clearing house or governmental or regulatory body that there is reasonable cause to believe that I/we have failed to comply with or have breached any China Connect Laws or China Connect Rules, I/we shall, upon the request of the Bank provide such information (including translations into Chinese if requested by the Bank) as the Bank may reasonably request to enable the Bank to assist the relevant exchange, clearing house or governmental or regulatory body including without limitation SSE, SZSE, ChinaClear or any Mainland China governmental or regulatory authority or authorities to access whether there is any non-compliance or breach of the China Connect Laws or China Connect Rules and/or the extent of any non-compliance or breach.

1.4 Paragraphs 4.4-4.7, 4.9, 4.12 and 4.13 shall be revised as follows:

4.4 I/We acknowledge that SEHK has the power not to extend the China Connect Service to me/us, and the power to require the Bank not to accept instructions from me/us, if it is found that I/we have or may have committed any abnormal trading conduct set out in the SSE Rules and/or the SZSE Rules (as the case may be) or failed to comply with any China Connect Laws or China Connect Rules.

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

4.6 I/We acknowledge that the SEHK may (for the purpose of assisting a China Connect Market in its regulatory surveillance of such China Connect Market and enforcement of the relevant China Connect Rules and as part of the regulatory cooperation arrangement between the SEHK, the relevant SEHK Subsidiary and the relevant China Connect Market), at the request of the relevant China Connect Market, require the Bank to provide information (including, without limitation, in relation to my/our identity, personal data and trading activity in relation to me/us and other persons referred to in the SEHK China Connect Rules with respect to any China Connect orders placed or China Connect transactions made or entered into by the Bank on my/our or their behalf.

4.7 I/We acknowledge that where a China Connect Authority considers that there is a serious breach of the SSE Rules and/or the SZSE Rules, the Bank may be required by a China Connect Authority to (a) issue warning statements (verbally or in writing) to me/us; and (b) cease providing me/us with any service relating to trading China Connect Securities through China Connect.

4.9 I/We acknowledge and consent to the Bank or any Related Person providing information relating to my/our profile, including the type and value of Northbound buy and sell orders and transactions executed on my/our behalf to a China Connect Authority or a China Connect Entity at such intervals and in such form as such China Connect Authority or China Connect Entity (as the case may be) may specify from time to time including in relation to an investigation or surveillance by a China Connect Authority or a China Connect Entity (as the case may be).

4.12 I/We acknowledge and accept that the SEHK may upon the request of the relevant China Connect Market, require the Bank to reject any order made on my/our behalf.

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

1.5 Paragraph 5 shall be revised as follows:

5. Representations

5.1 I/we make the representations set out in this Clause to the Bank on a continuing basis:

5.1.1 that I am/we are aware of and shall comply with all China Connect Laws and China Connect Rules to which I/we may be subject;

5.1.2 that the execution of any instruction I/we give to the Bank shall not result in any breach of any China Connect Laws or China Connect Rules; and

5.1.3 that I/we understand and have assessed the risks relating to China Connect and I am/we are willing to undertake the risks relating to China Connect.

5.2 I/we make the following representations to the Bank on each date I/we instruct an order to sell China Connect Securities:

5.2.1 that I/we do not know of any fact that might impair the validity of such China Connect Securities and that I/we have full authority to receive, deal with and give instructions, authorisations or declarations in respect of the same;

5.2.2 that there is no adverse claim to such China Connect Securities; and

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

1.6 Paragraph 6.2 shall be revised as follows:

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

1.7 Paragraph 7.5 shall be revised as follows:

If I/we give any sell order in respect of any China Connect Securities allocated to any fund managed by me/us, I/we undertake to ensure that there are sufficient and available China Connect Securities in my/our account allocated to such fund by the applicable cut-off time (as notified to me/us by the Bank from time to time) to cover any such proposed sell order on the relevant Trading Day. In all cases, it is my/our responsibility to ensure that each of the funds managed by me/us complies with all China Connect Laws and China Connect Rules to which the relevant fund may be subject.

1.8 Paragraph 8.2 shall be revised as follows:

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

1.9 Paragraphs 9.1 and 9.4 shall be revised as follows:

- 9.1 Where, under the terms of the China Connect Rules, the Bank receives notice (a "Forced-sale Notice") from a China Connect Authority or China Connect Entity requiring the Bank to sell and liquidate a specified number of China Connect Securities, the Bank shall be entitled to issue a corresponding notice (a "Client Forced-sale Notice") to me/us requesting me/us to sell and liquidate any number of such China Connect Securities that I/we hold in my/our account with the Bank (as determined by the Bank in its sole discretion) within the period specified by the relevant China Connect Authority or China Connect Entity, and I/we undertake to comply with any such Client Forced-sale Notice.
- 9.4 I/we authorise the Bank to sell or arrange for the sale of any amount of China Connect Shares owned by me/us if the Bank receives notice from any China Connect Authority requiring me/us to disgorge any profits as a result of the "short swing profit rule", as described in paragraph 16 (Short Swing Profit Rule) of Annex 1 hereto.

1.10 Paragraphs 10.4.5-10.4.6 shall be revised as follows:

- 10.4.5 Unless the Bank has received and accepted a contrary instruction, the Bank may carry out the following without any instruction:
- (i) in my/our name or on my/our behalf, sign any document relating to China Connect Securities which may be required (i) to obtain receipt of any China Connect Securities or funds or (ii) by any tax or regulatory authority; and
 - (ii) collect and/or receive and/or take other necessary or appropriate action in relation to any payment or distribution in respect of China Connect Securities (whether pursuant to a stock dividend, bonus issue, share sub-division or reorganisation, capitalisation of reserves or otherwise).
- 10.4.6 I/we acknowledge that the Bank may re-deliver to me/us or to my/our usual custodian, at such time as the Bank may determine in its absolute discretion, any China Connect Securities which have not been utilised by the Bank in the settlement of any transaction on my/our behalf. Similarly, I/we acknowledge that the Bank may, within one Trading Day of receipt, deliver or pay to me/us or my/our usual custodian or bank (net of any fees or other expenses payable by me/us to the Bank) any distribution or payment received by the Bank in respect of China Connect Securities for my/our account. I/we will, promptly on the Bank's request, give such instructions (to the Bank and/or my/our usual custodian and/or any other person) as the Bank may require to pre-authorise any such re-delivery or payment.

1.11 Paragraphs 15 shall be revised as follows:

Termination

I/We agree and acknowledge that the Bank may at any time introduce any new services or delete/terminate these China Connect Terms. Clauses 3 (Compliance with China Connect Laws and China Connect Rules), 4 (Risk Disclosures and Acknowledgment), 9 (Sale Transfer and Disgorgement), and 12 (Indemnity) shall survive termination of these China Connect Terms. On the termination of these China Connect Terms, the Bank shall deliver China Connect Securities and cash in accordance with my/our instructions. If I/we fail to give instructions, the Bank shall continue to hold China Connect Securities and/or cash for such fee(s) as the Bank may in its sole discretion determine. The Bank shall in any event be entitled to retain such China Connect Securities and/or cash as the Bank may in its sole discretion determine in order to complete any transaction required to be settled on my/our behalf.

1.12 Paragraphs 16.2, 16.3, 16.4 shall be revised as follows:

- 16.2 I/we will execute any further documents and provide any materials and/or information as the Bank may reasonably request to enable the Bank to perform its duties and obligations under these China Connect Terms which may become necessary as and when the China Connect Laws or the China Connect Rules are amended from time to time.
- 16.3 I/we will provide all information (including translations into Chinese, if required) to the Bank which the Bank requests if such information is requested by any China Connect Authority, any China Connect Entity or any exchange, regulatory authority or any organisation (whether within or outside Hong Kong) with which HKEx or the SEHK has entered into an information sharing arrangement or agreement. I/we acknowledge that, my/our failure to comply with this provision may, amongst other things, result in a suspension of China Connect Service to me/us.
- 16.4 I/we hereby confirm that the Bank has explained to me/us and I/we have received and read the English and Chinese versions of these China Connect Terms and that I/we understand and accept these terms. In the event of discrepancy between the Chinese version and the English version of these China Connect Terms the English version shall, insofar as the discrepancy relates to these China Connect Terms, prevail.

1.13 Paragraph 18.1(e) shall be revised as follows:

I/we acknowledge that the China Connect Markets endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions;

1.14 Annex 1 Paragraphs 1, 4-6, 8-9, 12-17, 21-23, 26, 28 and 30-36 shall be revised as follows:

1 Home Market Rules

A fundamental principle of China Connect is that the laws and rules of the home market of the applicable securities shall apply to investors in such securities. In respect of China Connect Securities, Mainland China is the home market and thus the general principle is that investors in China Connect Securities should observe the relevant China Connect Rules and other Mainland China securities laws and regulations. If such rules and regulations are breached, the relevant China Connect Market has the power to carry out an investigation.

Nevertheless, certain Hong Kong legal and regulatory requirements will also continue to apply to Northbound trading.

4 Quota Restrictions

Purchases of China Connect Securities through China Connect are subject to certain quota controls as described below. As a result, there is no assurance that a buy order can be successfully placed through China Connect.

There is a daily quota that limits the maximum value of all Northbound buy trades in respect of each China Connect Market that can be executed by Exchange Participants on each Trading Day ("Daily Quota"). The Daily Quota may change from time to time without prior notice and investors are advised to refer to the HKEx website and other information published by the HKEx for up-to-date information.

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

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

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

5 Restriction on Day Trading

Day (turnaround) trading is not permitted on the China Connect Markets. If I/we buy China Connect Securities on T day, I/we may

be able to sell the shares only on or after T+1 day. Due to Pre-Trade Checking related requirements, the Bank may accept an instruction to sell China Connect Securities that were bought on T day only on or after the applicable cut-off time (as notified to me/us by the Bank from time to time) on T+1 day.

6 No off-exchange trading and transfers

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

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

8 China Connect Market Price Limits

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

9 Delisting of companies listed on the China Connect Markets

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

12 Short Selling

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

13 Amendment of Orders and Loss of Priority

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

14 Special China Connect Securities

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

Mainland China and Hong Kong Legal Issues

15 Disclosure of Interests

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

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

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

16 Short Swing Profit Rule

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

17 Foreign Ownership Limits

Under Mainland China laws, rules and regulations, there is a limit to how many shares a single foreign investor is permitted to

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

If the Bank becomes aware that I/we have breached (or reasonably believes that I/we may breach upon execution of further Northbound buy orders) any foreign ownership limits, or if the Bank is so required by any China Connect Authority, including, without limitation, as a result of any Forced-sale Notice issued by a China Connect Market, the Bank will sell any China Connect Shares pursuant to Clause 9 (Sale, Transfer and Disgorgement) above if I/we fail to comply with the corresponding Client Forced-sale Notice in order to ensure compliance with all China Connect Laws and China Connect Rules. In such case, no buy orders for the relevant China Connect Shares will be accepted until the relevant China Connect Market informs its corresponding SEHK Subsidiary or SEHK that the aggregate foreign shareholding has fallen below a certain percentage. SEHK may determine in its absolute discretion which Exchange Participants and what quantity of China Connect Shares should be subject to a Forced-sale Notice (this is likely to be on a "last-in, first-out" basis), and SEHK's (or the relevant SEHK Subsidiary's) own records shall be final and conclusive.

Moreover, under Mainland China laws, where the aggregate holdings of foreign investors exceed a specified percentage (the "Cautionary Level") of the issued shares of a single Mainland China Listco, upon notification by the relevant China Connect Market to its corresponding SEHK Subsidiary, SEHK and the relevant SEHK Subsidiary are required as soon as practicable thereafter to suspend accepting buy orders in respect of the relevant China Connect Shares. In such circumstances, the Bank may reject my/our buy orders until the aggregate shareholding of foreign investors has fallen below the specified percentage (the "Permitted Level") as advised by the relevant China Connect Market.

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

21 Investor Compensation Fund

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

22 Ownership of China Connect Securities

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

I/we shall conduct my/our own review of the materials published by HKEx on China Connect in relation to the ownership of China Connect Securities and the applicable China Connect Rules as they may be amended and supplemented from time to time. I/we shall also consult my/our own legal advisers to make my/our own assessment of my/our rights as a Northbound investor in China Connect Securities.

Under the rules of CCASS, HKSCC is prepared to provide assistance to the beneficial owners of

China Connect Shares where necessary. HKEx notes that any beneficial owner who decides to take legal action is responsible for seeking its own independent legal advice to satisfy itself and HKSCC that a cause of action exists and the beneficial owner should be prepared to conduct the action and take up all costs in relation to the action, including providing HKSCC with indemnities and legal representation in proceedings. Further details are set out in the HKEx published materials.

Clearinghouse Risk

23 Risk of ChinaClear Default

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

26 Company Announcements on Corporate Actions

Any corporate action in respect of China Connect Securities will be announced by the relevant issuer through the SSE website and/or SZSE website (as the case may be) and certain appointed newspapers. HKSCC will also record all corporate actions relating to China Connect Securities in CCASS and inform its Clearing Participants of the details via the CCASS terminals as soon as practicable on the announcement date. Investors engaged in Northbound trading may refer to the SSE website and/or the SZSE website (as the case may be) and the officially appointed newspapers and website (such as Shanghai Securities News (上海證券報), Securities Times (證券時報), China Securities Journal (中國證券報), Securities Daily (證券日報) and www.cninfo.com.cn (巨潮資訊網)) or, alternatively, the HKEx website's China Stock Markets Web (or such other replacement or successor web page from time to time) for corporate actions in respect of China Connect Securities issued on the previous Trading Day. I/we understand that I/we should note that (i) issuers that are listed on the China Connect Markets publish corporate documents in simplified Chinese only, and English translations will not be available and (ii) issuers listed on the ChiNext Board are required to publish certain corporate announcements on their corporate websites and the officially appointed websites only.

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

Unlike the current practice in Hong Kong in respect of SEHK-listed shares, investors engaged in Northbound trading may not be able to attend shareholder meetings by proxy or in person.

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

28 Disclosure of Information and Publication of Trade Information

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

30 Retention of Information

I/We acknowledge and accept that the Bank will be required under the China Connect Rules to keep records for a period of not less than 20 years of (a) all orders and trades executed on my/our behalf; (b) any instructions received from me/us; (c) my/our account information in relation to Northbound trading; and (d) all relevant information concerning margin trading and stock borrowing and lending of any China Connect Shares (including, without limitation, in respect of any such margin trading, the relevant securities margin trading arrangement and the funds provided).

31 China Connect Market System

SEHK or the relevant SEHK Subsidiary (after consulting with SEHK) may, under certain circumstances as specified in the SEHK rules and/or whenever the SEHK determines that it is appropriate and in the interest of a fair and orderly market to protect investors, temporarily suspend or restrict all or part of the order-routing and related supporting services with regard to all or any Northbound trading of China Connect Securities, and for such duration and frequency as SEHK may consider appropriate. I/We will not be able to buy or sell China Connect Securities on SEHK through China Connect during any period in which trading of China Connect Securities is suspended. In particular, I/we should note that while trading of China Connect Securities is suspended by the SEHK, trading of such China Connect Securities may continue on the relevant China Connect Market. I/We may remain exposed to fluctuations in the price of China Connect Securities caused by trading on the relevant China Connect Market during the period when trading of such China Connect Securities is suspended by SEHK.

SEHK has absolute discretion to change the operational hours and arrangements of the China Connect Service at any time and without advance notice, whether on a temporary basis, due to operational needs, inclement weather, under emergency situations or otherwise. Moreover, SEHK or the relevant SEHK Subsidiary (with the agreement of SEHK) may cease the provision of the China Connect Northbound trading service permanently.

Such suspension, restriction or cessation will affect the Bank's ability to accept and process my/our orders and I am/we are advised to refer to the HKEx website and other information published by the HKEx for up-to-date information. There can be no assurance that my/our orders will be accepted or processed, notwithstanding that China Connect Securities may be traded through other channels including, without limitation, by Mainland China investors on the relevant China Connect Market.

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

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

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

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

I/We acknowledge that HKEx, SEHK, SEHK Subsidiaries, SSE, SZSE, the subsidiaries of any China Connect Market and their respective directors, employees and agents are not responsible or held liable for any such losses.

32 Operational Hours

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

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

33 Margin Trading

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

34 Rights Issuances

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

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

35 Odd Lot Trading

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

36 Stock Borrowing and Lending

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

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

The relevant China Connect Market will determine a list of China Connect Shares eligible for stock borrowing and lending. Special China Connect Securities are not eligible for stock borrowing and lending for the purpose of covered short selling (but are eligible for the purpose of satisfying the Pre-Trade Checking requirement). The Bank will be required to provide such information to any relevant Exchange Participant (which may include the custodial agent) to enable such Exchange Participant to comply with its monthly reporting requirements in respect of stock borrowing and lending activities with respect to China Connect Shares. This may include (amongst others) details of the borrower, lender, amount of shares borrowed/lent, amount of shares outstanding and date of borrowing/returning.

Investors are advised to refer to the relevant provisions from time to time applicable in the SEHK China Connect Rules (as and when these are published) and in the China Connect Laws and China Connect Rules.

1.15 Annex 1 new Paragraph 38 shall be inserted as follows:

38 ChiNext Shares

ChiNext Shares involve a high investment risk. In particular, profitability and other financial requirements for listing on the ChiNext Board are less stringent than the Main Board and the SME Board of the SZSE. I/we acknowledge that I/we should make the decision to invest only after due and careful consideration.

Companies listed on the ChiNext Board may include enterprises in the innovation and technology sector as well as other start-up and/or growth enterprises with smaller operating scale and share capital. Stock prices may also be more susceptible to manipulation due to fewer circulating shares. Accordingly, the ChiNext Shares may be very volatile and illiquid. In addition, current information on such companies may be limited and may not be widely available.

It may be more common and easier for companies listed on the ChiNext Board to be delisted. The ChiNext Shares may become very illiquid after delisting. I/we acknowledge that I/we may suffer a total loss of my/our investment in the event of a delisting.

I/we acknowledge that I/we should seek independent professional advice if I am/we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of ChiNext Shares.

1.16 Annex 1 existing Paragraphs 38 to 39 shall be renumbered as Paragraphs 39 to 40.

1.17 Cross references

Cross references to existing clauses will be updated to reflect the renumbering.

2. With effect from 8 June 2017 (the "2nd Effective Date"), the Terms and Conditions for Securities Trading shall be revised as follows:
 - 2.1 Existing paragraph 4.2 shall be revised as follows:

4.2 The Bank does not warrant to me/us the value or merit of any securities transactions entered into by me/us.
 - 2.2 Existing paragraph 12.1 shall be revised as follows:

12.1 It is my/our responsibility to understand completely all of the relevant characteristics and consequences of each instruction I/we give. I am/We are responsible for being fully aware of and to completely understanding all the rights, terms, obligations, characteristics, nature, inherent risks and financial hazards of the Securities held in the Securities Cash Account, and all of the rules, regulations, mechanism, characteristics and nature of markets and exchanges where they are traded. Neither the Bank nor its Agents is responsible for advising me/us of any such or similar information, dates or times, or for taking any action on my/our behalf without my/our specific instructions to act which instructions must be received in form and substance acceptable to the Bank and its Agents.
 - 2.3 Existing paragraph 12.2 shall be revised as follows:

12.2 I/We acknowledge that the Bank and its Agents will not give any investment, legal, accounting, tax or other advice and will not advise me/us the nature, risks or potential value of any particular Securities, or any transaction relating to Securities. The decisions regarding the transaction relating to Securities are made by me/us in my/our judgment.
 - 2.4 New paragraph 12.3 shall be inserted as follows:

12.3 This clause does not apply to Corporate Professional Investors (where the Bank has complied with paragraphs 15.3A and 15.3B of the Code) or Institutional Professional Investors under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. If the Bank solicits the sale of or recommend any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance ("Applicable Financial Products") to me/us, the Applicable Financial Products must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions for Securities Trading or any other documents the Bank may ask me/us to sign and no statement the Bank may ask me/us to make derogates from this clause. For the purposes of this clause, "leveraged foreign exchange contracts" refer to those leveraged foreign exchange contracts traded by persons licensed for Type 3 regulated activity.
 - 2.5 Paragraph 15.2 shall be revised as follows:

15.2 I/We understand that the Information shall in no way be construed as advice, an opinion or recommendation for any purpose whatsoever, or as a solicitation of an offer to buy or sell any Securities. I/We agree that any investment decisions I/we make will be based on my/our own evaluation of my/our financial circumstances and investment objectives.

Please note that the above amendments to Terms and Conditions for Securities Trading shall be binding on you if you continue to use or retain the relevant account(s) and/or services on or after the 1st Effective Date and/or the 2nd Effective Date, being 22 May 2017 and 8 June 2017 respectively.

If you do not accept the above Notice of Amendments to Terms and Conditions for Securities Trading, please refer to the applicable terms and conditions and notify us before the 1st Effective Date and/or the 2nd Effective Date, being 22 May 2017 and 8 June 2017 respectively. Please also note that we may not be able to continue providing the relevant services to you if you do not accept the above amendments to Terms and Conditions for Securities Trading.

For enquiries or if you would like to request for a copy of Terms and Conditions of Securities Trading, please contact our branch staff or visit our website. Should you have any enquiries, please feel free to contact our branch staff or call 2287 6767.

China CITIC Bank International Limited
April 2017

If there is any discrepancy between the English and Chinese version of this notice, the English version shall prevail.

調整《證券買賣條款》通知

本行特函通知 閣下，中信銀行(國際)有限公司(「銀行」)之《證券買賣條款》將作以下修訂：

1. 因應將推出之深港通服務，由2017年5月22日(「第一生效日」)起，銀行《證券買賣條款》項下之《中華通補充條款》將作以下修訂：

1.1 現有條款第1段將修訂為/加入以下條款：

「**中華通**」指滬港通及/或深港通(視情況而定)

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

「**中華通市場**」指上交所及/或深交所(視情況而定)。

「**中華通市場系統**」指(a)由上交所營運的用於在上交所進行上交所證券交易的系統及/或(b)由深交所營運的用於深交所進行深交所證券交易的系統(視情況而定)。

「**中華通證券**」指任何上交所證券及/或深交所證券(視情況而定)，並適格於香港和國際投資者通過中華通進行交易的證券。

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

「**中華通股**」指於中華通市場上市，並可由香港及國際投資者透過中華通進行交易的A股。

「**創業板股**」指任何於深交所上市的證券，並可由香港及國際投資者透過中華通進行交易的股票。

「**中國證監會《中華通規則》**」指由中國證監會頒佈、規定中華通的開通和運營的中國內地與香港市場互聯互通機制之若干規定。

「**合格創業板投資者**」指於「證券及期貨條例」附表1第1部第1條中「專業投資者」的定義下(a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)或(i)段所指的「專業投資者」，或獲得中華通監管機構准許或批准透過「深港通」買賣「創業板股份」的其他類別投資者。「ETFs」指交易所買賣基金。

「**交易所參與者**」具有聯交所規則所指含義。

「**中國內地**」或「**PRC**」指中華人民共和國(除香港特別行政區、澳門特別行政區和臺灣地區)。

「**中國內地居民**」指中國內地公民，並且不在中國內地以外的其他司法管轄區擁有永久居留權。

「**交易前檢查**」指中華通法律及規則下的要求及程序，根據此要求，如果投資者在其賬戶內沒有充足可用及有效的中華通證券，中華通主管當局或中華通機構可以拒絕賣出指示。

「**相關人士**」指銀行的任何附屬機構、董事、高級人員、僱員、銀行或其附屬機構之代理人。

「**聯交所中華通規則**」指為實施中華通而修訂、補充、更改及/或變更的香港交易所規則。

「**滬港通**」指聯交所、上交所、香港結算及中國結算為了建立聯交所與上交所之間的市場互聯互通而開發或將開發的證券交易及結算的市場互聯互通機制。

「**深港通**」指聯交所、深交所、香港結算及中國結算為了建立聯交所與深交所之間的市場互聯互通而開發或將開發的證券交易及結算的市場互聯互通機制。

「**特別中華通證券**」指在相關中華通市場上市的任何證券及/或交易所買賣基金。聯交所(在諮詢相關中華通市場後)不時接受或指明有關證券僅有資格進行中華通賣盤交易而不能進行中華通買盤交易。

「**上交所規則**」指上交所關於在上交所進行股票上市和交易活動的規則、操作流程、通告和通知，以及不時修訂、補充、更改及/或變更的「上交所中華通規則」，以及「上交所」營業和交易規則與規例。

「**上交所證券**」指在上交所上市且根據中華通可供香港及國際投資者買賣的任何證券及/或交易所買賣基金。

「**深交所**」指深圳證券交易所。

「**深交所規則**」指深交所關於在深交所進行股票上市和交易活動的規則、操作流程、通告和通知，以及不時修訂、補充、更改及/或變更的「深交所中華通規則」，以及深交所營業和交易規則與規例。

「**深交所證券**」指在深交所上市且根據中華通可供香港及國際投資者買賣的任何證券及/或交易所買賣基金。為免產生疑問，深交所證券應包括創業板股份。

「**交易日**」指就(a)香港與上海之間(在滬港通的情況下)或(b)香港與深圳之間(在深港通的情況下)進行北向交易的營業日，

「**T日**」指執行交易日，「**T+1日**」指(視情況而定)「**T日**」之後的一個「**交易日**」或就資金交收而言，「**T日**」之後的一個營業日(即銀行在(a)香港及上海(在「滬港通」的情況下)或(b)香港及深圳(在「深港通」的情況下)一般營業日)。

1.2 2(a)及(b)段將修訂如下，並新增第2(c)段如下：

(a) (i) 本人/吾等不是中國內地居民或不是根據中國內地法律設立或登記的實體機構；或(ii) 如果本人/吾等是中國內地居民，本人/吾等使用本人/吾等合法所有的、在中國內地境外的資金進行中華通證券投資；或(iii) 如果本人/吾等是根據中國內地法律設立或登記的實體機構，本人/吾等投資中華通證券是根據中國內地有法定資格的監管部門已批准的機制(包括合格境內機構投資者機制，如適用)或中國內地有法定資格的監管部門的其他批准進行的；

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

(c) 本人/吾等將僅在本人/吾等為適格創業板投資，及如本人/吾等為作為代表相關委託人交易的中介人(包括但不限於基金管理人、資產管理人、經紀行或落盤人)進行交易，則須為適格投資者。

1.3 現有條款的第3.6段將修訂為以下條款：

如果上交所、深交所、中國結算或任何其他相關交易所、結算機構或政府或監管機構通知聯交所、相關聯交所附屬公司或香港結算，有合理的理由相信本人/吾等未能遵守或者違反了任何中華通法律或中華通規則，經銀行要求，本人/吾等應提供銀行合理要求的資訊(如銀行要求，包括中文譯本)，使銀行能夠協助相關交易所、結算機構或政府或監管機構(包括但不限於上交所、深交所、中國結算或任何中國內地政府或監管機構或當局)評估是否存在任何不符合或者違反了任何中華通法律或中華通規則的情況和/或不符或違反的程度。

1.4 現有條款的 4.4 至 4.7、4.9、4.12 及 4.13 段將修訂為以下條款：

4.4 本人/吾等確認，如果發現本人/吾等或銀行或銀行的客戶進行了或可能進行上交所規則及/或深交所規則(視情況而定)規定的任何異常交易或者未能遵守任何中華通法律或中華通規則，聯交所所有權不向本人/吾等提供任何中華通服務，並有權要求銀行不接受本人/吾等的指示。

4.5 本人/吾等確認，如果違反上交所規則及/或深交所規則或任何中華通法律或中華通規則所指的任何披露或其他義務，(i) 相關中華通市場有權進行調查，並且可以通過聯交所(或通過相關聯交所附屬公司或其他政府或監管機構)要求銀行或關聯人士(a) 提供與本人/吾等及任何聯交所中華通規則所指的其他人士有關的任何資訊和材料，包括但不限於有關本人/吾等的身份、個人資料和交易活動的資訊和材料，以及(b) 協助中華通監管機構進行與本人/吾等或本人/吾等交易活動相關的調查；以及(ii) 如果本人/吾等違反或未能遵守該法律、規則和法規，本人/吾等可能遭受監管調查和承擔法律和監管後果。

4.6 本人/吾等確認，(為協助中華通市場對相關中華通市場的監管檢查、實施中華通規則以及作為聯交所、聯交所附屬公司和相關中華通市場之間監管合作協定的一部分)，經相關中華通市場請求，聯交所可以要求銀行就銀行代表本人/吾等或其他人士下達的任何中華通訂單或者進行的中華通交易，提供與本人/吾等或聯交所中華通規則中所指的其他人士相關的關於銀行本人/吾等資訊(包括但不限於有關本人/吾等的身份、個人資料和交易活動的資訊)。

4.7 本人/吾等確認，如果中華通監管機構認為存在嚴重違反上交所規則及/或深交所規則的情況，銀行可能被中華通監管機構要求(a) 向本人/吾等發出(書面或口頭)警告；以及(b) 停止向本人/吾等提供任何通過中華通進行中華通證券交易的服務。

4.9 本人/吾等確認並同意，銀行或任何關聯人士按照中華通監管機構或中華通機構(視情況而定)不時規定的期間間隔和形式，向其提供與本人/吾等和本人/吾等的檔案有關的資訊包括北向交易買賣訂單的種類和價值以及銀行代表本人/吾等向中華通監管機構或中華通機構執行的交易，包括就中華通監管機構或中華通機構(視情況而定)進行的調查或檢查提供該等資訊。

4.12 本人/吾等確認並接受，聯交所可根據相關中華通市場的請求，要求銀行拒絕代表本人/吾等發出的任何訂單。

4.13 本人/吾等確認並接受，中華通監管機構和其各自董事、雇員和代理人不對銀行或任何關聯人士、本人/吾等或任何其他第三方因(i) 中華通證券交易或對中華通路由系統對中華通證券的操作；(ii) 任何對中華通規則的修改、制訂或執行，或(iii) 中華通監管機構為實施其監督或檢查義務或職能採取的任何行動(包括對異常交易活動而採取的任何行動)，遭受的任何直接或間接的損失或損害負責或承擔責任。

1.5 現有條款的第 5 段將修訂為以下條款：

5 聲明

5.1 本人/吾等持續向銀行作出本條款所列的如下聲明：

5.1.1 本人/吾等瞭解並將會遵守適用於本人/吾等的任何中華通法律或中華通規則；

5.1.2 執行本人/吾等向銀行發出的任何指示不會違反任何中華通法律或中華通規則，以及

5.1.3 本人/吾等明白並已評估了與中華通有關的風險因素，以及本人/吾等願意承擔與中華通有關的風險。

5.2 在每次下達中華通證券賣出訂單指示當天，本人/吾等向銀行作出如下承諾：

5.2.1 本人/吾等不知曉任何可能對該中華通證券的有效性造成損害的事實，以及本人/吾等有權全權對此接受、處理和發出指示、授權或聲明；

5.2.2 不存在對該中華通證券不利的權利主張；以及

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

1.6 現有條款的第 6.2 段將修訂為以下條款：

所有提交適用開市競價、收市競價(如有)或持續交易時段開始(「開市」)的客戶訂單或交易(「客戶訂單」)將由銀行按照能夠確保所有該等客戶訂單公平、平等的參與開市的方式進行操作。僅在銀行系統將客戶訂單提交適用開市競價、收市競價(如有)或持續交易時段開始之時，銀行方視所有該等客戶訂單已為銀行收悉。

1.7 現有條款的第 7.5 段將修訂為以下條款：

如本人/吾等對分配給本人/吾等所管理的基金的中華通證券發出賣出訂單，本人/吾等承諾會確保在適用的截止時間(由銀行不時通知本人/吾等的)，本人/吾等賬戶中有足夠可用的中華通證券分配給該基金以滿足相關交易日的該賣出訂單。在所有情況下，本人/吾等有責任確保本人/吾等所管理的每支基金符合其所適用的所有中華通法律和中華通規則。

1.8 現有條款的第 9.1 及 9.4 段將修訂為以下條款：

9.1 當銀行根據中華通規則收到中華通監管機構或中華通機構要求銀行出售和清算一定數額的中華通證券之通知(「強制出售通知」)時，銀行將有權向本人/吾等發出相應的通知(「客戶強制出售通知」)，要求本人/吾等在相關中華通監管機構或中華通機構指定的期限內出售和清算本人/吾等在銀行賬戶內的任何數額(由銀行根據其自身的絕對酌情決定權確定)的該中華通證券。本人/吾等承諾遵守任何該客戶強制出售通知。

9.4 如果銀行從任何中華通監管機構收到通知，要求本人/吾等返還因違反短線交易獲利規則(如附件 1 第 16 段(短線交易獲利規則)所述)所得的任何收益，本人/吾等授權銀行出售或安排出售本人/吾等所擁有的任何數額的中華通股。

1.9 現有條款的第 10.4.5 段將修訂為以下條款：

除非銀行收到並接受相反指示，銀行無需任何指示可進行如下操作：

(i) 以本人/吾等名義或代表本人/吾等簽署與中華通證券有關的任何(i) 為接收任何中華通證券或資金的的目的所需的文件或(ii) 任何稅務或監管機構所要求的文件；及

(ii) 對與中華通證券有關的支付或分派(無論是依據股息、紅股派送、股份拆細或重組、準備金資本化或其他)進行代收、接收和/或採取其他的必要或適當的措施。

1.10 現有條款的第 16.3 段將修訂為以下條款：

如果中華通監管機構或與港交所或聯交所達成資訊共用安排或協定的任何中華通監管機構、中華通機構、交易所、監管機構或其他機構(無論是在香港境內或境外)要求任何資訊，本人/吾等將會根據銀行的請求提供所有該等資訊(包括中文譯本，如有需要)。本人/吾等確認，如本人/吾等未能遵守本條的規定，可能導致包括暫停向本人/吾等提供中華通服務在內的後果。

1.11 現有條款的第 18.1(e) 段將修訂為以下條款：

本人/吾等確認，中華通市場致力於確保所提供的信息的準確性和可靠性，但其不保證該等信息準確和可靠，並且對因不準確

或遺漏導致的任何損失或損害不承擔責任(無論是侵權或是合同或其他責任)；

1.12 現有附件 1：風險披露和其他信息的第 1、4 至 6、8 至 9、12 至 17、22、26、28、30 至 36 段將修訂為以下條款：

1 證券所屬地規則

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

4 限額控制

通過中華通購買中華通證券受制於下述限額控制。因此，不能保證買入訂單能夠成功通過中華通承配。

有一種額度

限制了每個交易日就每個中華通市場，交易所參與者能夠執行的所有北向交易買入交易的最大淨額(「每日額度」)。每日額度有可能在沒有提前通知的情況下不時變動，投資者應參考聯交所網站和聯交所公布的其他信息以獲取最新信息。

聯交所和相關中華通市場也可能會對買入訂單設置定價和其他限制以防止虛假使用或申報每日額度。如果由於違反每日額度或相關定價和其他限制導致北向交易購買受到限制、拒絕或暫停(包括已接受但未執行的任何訂單)，銀行將不能夠執行任何買入訂單，並且已經提交但未執行的任何買入指示將會被限制或拒絕。相反，根據聯交所規則，無論是否存在超過每日額度的情況，投資者均可以賣出中華通證券。

5 限制回轉交易

中華通市場不允許回轉交易。如果本人/吾等於 T 日購買中華通證券，本人/吾等僅可以於 T+1 日或之後賣出。由於交易前檢查的規定，僅在 T+1 日適用的(由銀行不時通知本人/吾等的)截止時間之後銀行方可接受賣出於 T 日購買的中華通證券的訂單。

6 禁止場外交易和轉讓

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

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

8 中華通市場價格限制

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

9 中華通市場上市公司退市

根據上交所及深交所規則，如果任何一個中華通市場(在創業板上市的公司除外)上市公司處於退市程序或因財務或其他情況出現運營不穩定，導致其股票存在退市的風險或投資者權益可能受到不當的損害的，相關上市公司將被實施風險警示並被納入風險警示板。風險警示板的任何變化可能在沒有事先通知的情況下發生。如果一支中華通證券進行中華通交易，隨後被移至風險警示板，中華通的投資者僅允許賣出該中華通證券而禁止買入。風險警示板的詳情請不時參考上交所及深交所規則以及其他相關信息來源。

12 賣空

如果有擔保賣空滿足相關中華通監管機構所列的要求，包括賣空訂單僅適用於可進行賣空的中華通股、適當的標註該賣空以及受到高於前成交價規則的限制，可在適當的時候對中華通股進行有擔保賣空。但是，無擔保賣空中華通股是被禁止的。

中華通監管機構也可暫停進行中華通股的賣空，如果賣空活動數量超過相關中華通市場指定的上限。本人/吾等將對理解和遵守不時生效的賣空規則並對違反的後果負有全部責任。

13 修改訂單及喪失優先級

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

14 特別中華通證券

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

中國內地和香港法律問題

15 權益披露

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

當一家中國內地設立的同時有在聯交所上市的 H 股股票和在中華通市場上市的 A 股股票時，如果一個投資者持有該中國內地設立的公司的任何一類具有投票權的股票(包括通過中華通途徑購買的 A 股股票)超過(可能不時指定的)披露門坎時，根據證券及期貨條例第 15 部分的規定投資者有披露義務。當一家中國內地設立的公司在聯交所沒有股票上市，則證券及期貨條例第 15 部分將不適用。

本人/吾等有責任遵守中華通監管機構不時公布的關於權益披露的規則，並安排任何相關申報。

16 短綫交易獲利規則

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

17 外國投資者所有權限制

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

如果銀行發現本人/吾等違反了(或合理認為若再執行北向交易買入訂單，則本人/吾等可能會違反)外國投資者所有權限制，或者如果中華通監管機構對銀行提出要求，包括但不限於因相關中華通市場發出強制賣出通知，如果本人/吾等未能遵守相應的客戶強制賣出通知，則為了確保遵守所有中華通法律和中華通規則，銀行將會根據上文第9條(銷售、轉讓和追繳)賣出任何中華通股。在此情況下，在相關中華通市場通知聯交所附屬公司或聯交所外國持股總額已降至低於某一百分比之前，銀行將不接受相關中華通股的買入訂單。聯交所可根據其絕對酌情決定權決定對哪一位交易所參與人發出強制賣出通知以及所涉及的股數(這可能按照後進先出的原則)，並且聯交所(或相關聯交所附屬公司)的記錄將為最終和不可推翻的。

另外，根據中國內地法律，當外國投資者持有單一內地上市公司發行的股票的總額超過一定的百分比(即「警戒水平」)並經相關中華通市場通知相應的聯交所附屬公司後，聯交所及相關聯交所附屬公司應在切實可行的情況下盡快暫停接受相關中華通股的買入訂單。在此情況下，銀行可拒絕本人/吾等的買入訂單直到外國投資者的總持股比例降至低於相關中華通市場規定的百分比(「許可水平」)。

截止本中華通條款的日期，單一外國投資者的A股持股限制設定為一家中國內地上市公司股票的10%，所有外國投資者的限制總額設定為一家中國內地上市公司股票的30%(警戒水平和許可水平分別設定為一家中國內地上市公司股票的28%和26%)。該等限額可不時更改，但銀行沒有任何義務就本人/吾等等外國投資者所有權限制的變化通知本人/吾等。

22 中華通證券所有權

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

本人/吾等應自行審閱港交所就中華通證券所有權發布的材料和適用的中華通規則，因其可能會不時修改或補充。本人/吾等也應諮詢本人/吾等的法律顧問，對本人/吾等作為中華通證券北向交易投資者的權利自行作出本人/吾等評估。根據中央結算系統規則，香港結算願意在必要時向中華通股的實益擁有人提供協助。香港交易所提請注意，任何實期擁有人如決定採取法律行動，有責任尋求其自身的獨立法律意見，以使其自身及香港結算信納存在訴因，並且該實益擁有人應願意進行該項行動以及承擔與該行動有關的一切費用，包括向香港結算提供彌償保證及在有關程序中提供法律代表服務。詳情載於香港交易所的刊發資料。

26 企業行為的公司公告

任何與中華通證券有關的企業行為都將由相關發行人通過上交所及/或深交所網站(視情況而定)和某些指定報章作出公告。香港結算也將會在中央結算系統中記錄有關中華通證券的所有企業行為，並在公布當日在切實可行的情況下盡快通過中央結算系統終端機通知結算參與人有關詳情。進行北向交易的投資者可參閱上交所或深交所網站(視情況而定)以及官方指定的報章及網站(上海證券報、證券時報、中國證券報、證券日報和巨潮資訊網)，或者參看香港交易所網站的中國股市網(或其他不時出現的有關替代或承繼網頁)，理解與前一交易日發行的中華通證券相關的公司行動。本人/吾等明白本人/吾等應注意(i)於中華通市場上市的發行人發布的企業文件公告僅為中文本，沒有英文譯本及(ii)於創業板上市的發行人僅須在其企業網站和官方指定網站發布若干企業公告。

另外，香港結算將盡力及時向結算參與人代收並派發中華通證券的現金股息。一經收到股息，香港結算將在實際操作允許的情況下，在同日安排向相關結算參與人派發現金股息。不同於香港聯交所上市股份的現行做法，進行北向交易的投資者不能委任代表或親自出席股東大會。銀行不會也不能確保任何企業行為的公司公告的準確性、可靠性和及時性，並且銀行以及任何關聯人士不接受由於任何錯誤、不準確、延遲、遺漏或因信賴該等公告而採取的任何行動所導致的任何損失和損害的責任(無論是侵權或是合同還是其他的責任)。銀行明確聲明概不就任何公司公告的準確性或有關信息對任何目的之適合性的所有明示或默示的保證承擔任何責任。

28 披露信息和公開交易信息

為了出版、宣傳或公開分發匯總的中華通中華通證券的交易量、投資者簡介和其他相關數據之目的，聯交所可要求銀行按照聯交所不時規定的間隔和形式提供本人/吾等的檔案信息、本人/吾等通過北向交易買賣中華通證券的訂單種類和價值以及銀行執行的本人/吾等的交易。為監督和調查的目的，聯交所可以將該信息轉交相關中華通市場。

30 信息保存

本人/吾等確認並接受中華通規則要求銀行保留以下記錄不少於20年：(a)所有以本人/吾等名義執行的訂單和交易；(b)從本人/吾等處接收的任何指示；以及(c)關於北向交易的本人/吾等所有的賬戶信息；以及(d)關於中華通股孖展交易和股票借貸的所有相關信息(包括但不限於，有關該任何該孖展交易、相關證券孖展交易安排和提供的資金)。

31 中華通市場系統

聯交所或相關聯交所附屬公司(在徵詢聯交所意見後)可以，在聯交所規則規定的特定情況下及/或聯交所認為合適的時候，為了公平有序的市場利益以保護投資者，按照聯交所認為的合理的期限和頻率，暫時暫停或限制所有或部分中華通證券的所有或任何北向交易的訂單傳送和相關支援服務。在中華通證券被聯交所暫停交易的期間，本人/吾等將不能在聯交所通過中華通買賣中華通證券。本人/吾等需尤其注意，儘管聯交所暫停中華通證券交易，該中華通證券仍會在關中華通市場繼續交易。在聯交所暫停中華通證券交易期間，本人/吾等可能仍將受到由相關中華通交易引起的中華通證券價格波動的影響。

基於運營需要、惡劣天氣、緊急情況或其他任何情況，聯交所所有絕對酌情決定權在任何時候並且無需事先通知，決定更改中華通服務的運營時間和安排，無論基於臨時還是其他。另外，聯交所或相關聯交所附屬公司(在聯交所同意的前提下)可以永久終止提供中華通北向交易服務。

該暫停、限制或終止將會影響銀行接受和處理本人/吾等訂單的能力，建議本人/吾等參考港交所網站和港交所不時公布的其他信息以獲取最新信息。儘管中華通證券可以通過其他途徑進行交易，包括並不限於，中國內地投資者在相關中華通市場交易，但不能確保本人/吾等的訂單能夠被接受和處理。

另外，聯交所規則規定，如果任何有相應 A 股股票為適格中華通證券的 H 股股票在聯交所被暫停交易，但該 A 股股票沒有在相關中華通市場被暫停交易，該 A 股股票的中華通賣出訂單和中華通買入訂單的傳遞服務一般將照常可用。但是，聯交所可以根據自身的絕對酌情決定權，在沒有事先通知的情況下，暫停或限制該服務，本人/吾等下達買入訂單或賣出訂單的能力將因此受到影響。

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

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

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

本人/吾等確認港交所、聯交所、聯交所附屬公司、上交所、深交所、任何中華通市場附屬公司及其各自董事、僱員和代理人概不該等任何損失負責或承擔責任。

32 運營時間

聯交所有絕對酌情決定權以不時決定中華通服務時間，也有絕對酌情決定權隨時變更中華通的運營時間和安排，並且無需事先通知，無論是基於臨時還是其他情況。銀行沒有義務通知本人/吾等聯交所對中華通服務運營時間的任何決定。當，諸如，在中華通服務停止運營期間有任何與中國內地上市公司有關的價格敏感信息，該上市公司的中華通證券可能在相關中華通市場繼續交易，且該中華通證券股價可能會劇烈波動。在此情況下，北向交易投資者直到下個交易日才能夠通過中華通交易該證券。

33 孖展交易

受限於中華通監管機構規定的某些條件，對相關中華通監管機構決定適格進行孖展交易的中華通股（「適格孖展交易股」），香港和海外投資者可以進行孖展交易。港交所將會不時公布一份適格孖展交易股名單。如果任何 A 股股票的孖展交易量超過中華通市場決定的限額，中華通市場可暫停該 A 股股票的孖展交易，並在孖展交易量下降到所規定限額時恢復該 A 股股票的孖展交易。當中華通市場通知聯交所該暫停或恢復涉及到適格孖展交易證券名單所列某支證券時，港交所將在其網站上披露該信息。在此情況下，對相關中華通股的任何孖展交易（對中華通股買入訂單的孖展交易除外）將會被暫停及/或恢復。中華通市場保留在將來要求向中華通傳遞孖展交易訂單時對其進行標識的權利。銀行及任何關聯人士沒有義務向本人/吾等不時更新適格孖展交易股名單，或有關孖展交易的限制或暫停。

34 供股

當本人/吾等從一中華通證券發行人處收到任何形式的權益證券時，如果該權益證券：

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

35 碎股交易

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

36 股票借貸

聯交所公佈，允許為(a)有擔保的賣空以及(b)滿足交易前檢查要求的對相關中華通市場指定的適格中華通股進行股票借貸。對適格的中華通股的股票借貸受限於聯交所和相關中華通市場列明的限制，包括但不限於以下：

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

相關中華通市場將決定一個適格於進行股票借貸的中華通股名單。特別中華通證券不適格於為有擔保賣空的目的而進行的股票借貸(但適格於為滿足交易前檢查要求而進行的股票借貸)。銀行將須向任何聯交所參與者(可能包括保管代理人)提供該信息使該聯交所參與人能夠符合其與中華通股借貸活動有關的每月報告義務。這可能包括(除了其他事項外)股票借方、股票貸方、借入/貸出股票數量、尚未償還股票數目、借入/歸還日期的詳細資料。建議投資者參閱聯交所中華通規則(當其公佈時)內以及中華通法律和中華通規則內不時適用的相關條款。

- 1.13 以下條款將加入附件1成為新的第 38 段：

38 創業板股

創業板股涉及的投資風險很高。具體而言，在創業板上市所需的盈利及其他財務要求較在深交所的主板及中小企業板更為寬鬆。本人/吾等確認本人/吾等應僅在適當謹慎考慮後方作出投資決定。在創業板上市的公司可能包括創新技術行業的企業以及其他處於成立初期及/或初創且經營規模及股本較小的企業。由於流通股份少，該等企業的股票可能較容易受到操控。因此，創業板股的價格可能非常波動且缺乏流動性。此外，有關該等公司的最新資料可能很有限，且未必可以廣泛取得。在創業板上市的公司可能較普遍及容易退市。創業板股在退市後的流動性可能非常低。本人/吾等確認本人/吾等可能會損失本人/吾等投資的全部金額。本人/吾等確認本人/吾等若不清楚或尚未了解本附錄中任何方面內容，或創業板股的性質及買賣創業板股所涉及的風險，應徵詢獨立專業意見。

- 1.14 現有附件1之第 38 至 39 段將被重新編碼為第 39 至 40 段。

- 1.15 相互參照

現有條款的相互參照亦會更新，以反映重新編碼。

2. 由 2017 年 6 月 8 日（「第二生效日」）起，銀行《證券買賣條款》將作以下修訂：

- 2.1 現有條款的第 4.2 段將修訂為以下條款：

4.2 銀行並不就本人/吾等所訂立的任何證券交易的價值或利弊向本人/吾等作出保證。

- 2.2 現有條款的第 12.1 段將修訂為以下條款：

12.1 本人/吾等負有責任去完全理解本人/吾等所發出的每項指示的有關特質及後果。本人/吾等負有責任去全面知悉及完全理解存放於證券現金戶口中的證券的一切權利、條款、義務、特質、性質、內在風險及財務風險，以及買賣該等證券的市場及交易所的所有規則、規例、機制、特質及性質。銀行或其代理沒有責任通知本人/吾等上述任何或類似資料、日期或時間，亦沒有責任代表本人/吾等採取任何行動（除非本人/吾等給予任何特別指示，而該等指示必須以銀行及其代理在形式或內容上均可接受的形式發出）。

- 2.3 現有條款的第 12.2 段將修訂為以下條款：

12.2 本人/吾等確認，銀行及其代理將不會提供任何投資、法律、會計、稅務或其他意見，亦不會對任何指定證券的性質、風險或潛在價值，或者任何關於證券的交易向本人/吾等給予意見。本人/吾等是以獨立判斷而作出證券交易的決定。

- 2.4 以下條款將加入成為新的第 12.3 段：

12.3 本條款不適用於《證券及期貨事務監察委員會持牌人或註冊人操守準則》所界定的法團專業投資者（前提是銀行已遵從該操守準則第 15.3A 及 15.3B 段的規定）或機構專業投資者。假如銀行向本人/吾等招攬銷售或建議任何《證券及期貨條例》所界定的證券、期貨合約或槓桿式外匯交易合約（「適用金融產品」），該適用金融產品必須是銀行經考慮本人/吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人/吾等的。此等《證券買賣條款》或其他銀行可能要求本人/吾等簽署的文件及銀行可能要求本人/吾等作出的聲明概不會減損本條款的效力。就本條款所指的「槓桿式外匯交易合約」，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

- 2.5 現有條款的第 15.2 段將修訂為以下條款：

15.2 本人/吾等明白，資訊絕不可以基於任何目的而被理解為意見、看法或建議，或被視作為邀請購買或出售任何證券的要約。本人/吾等同意，本人/吾等所作出的任何投資決定將基於本人/吾等對自身的財務狀況及投資目標的評估而作出的。

請注意，若閣下於分別為 2017 年 5 月 22 日及 2017 年 6 月 8 日之第一生效日及/或第二生效日或之後繼續使用或保留相關戶口及/或服務，上述《證券買賣條款》的修訂將對閣下具有約束力。

若閣下不接納上述《證券買賣條款》的修訂，請參閱有關條款及細則並於分別為 2017 年 5 月 22 日及 2017 年 6 月 8 日之第一生效日及/或第二生效日前通知本行，本行可能無法繼續閣下提供相關服務。

如需查詢詳情或索取《證券買賣條款》，請與本行職員聯絡或瀏覽本行網站。如有任何疑問，可向本行職員查詢，或致電 2287 6767。

中信銀行(國際)有限公司

2017 年 4 月

本通知的中英文版本如有歧異，概以英文版本為準。