

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/we have agreed to be bound by. I/We may from time to time apply to open an One Account with China CITIC Bank International Limited (the **"Bank"**) of 61-65 Des Voeux Road Central, Hong Kong (a registered institution under the Securities and Futures Ordinance (Cap 571) with C.E. Number AAF138), and agree that the One Account will be subject to these Terms and Conditions, the General Terms and Conditions and such other terms as may be agreed between me/us and the Bank in relation thereto.

## Part 1: General Terms and Conditions for One Account

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expression shall have the following meanings unless otherwise defined:

<b>"Account Opening Form"</b>	means the One Account Opening Form (or any other account opening form in respect of my/our Investments) in such form as may be prescribed by the Bank which contains such information about me/us as the Bank may require;
<b>"Affiliate"</b>	means, in relation to a party, an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any of such entities' directors, officers or employees;
<b>"Agent"</b>	means any Affiliates, members of any exchange or clearing house, brokers, agents or other intermediaries in the relevant markets;
<b>"Bonds"</b>	means any bonds or notes (including but not limited to structured notes) of or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority and includes any right, option or interest in or over any of the foregoing;
<b>"Currency-Linked Deposit"</b>	has the meaning as defined in Part 4 of these Terms and Conditions;
<b>"Custodial Agent"</b>	means the Bank or such agents, correspondents, sub-custodians or nominees in Hong Kong or elsewhere employed by the Bank as it thinks fit to hold Investments or other assets, to pay for and, receive or to deliver or exchange or to make collections with respect to Investments or other assets or otherwise to perform any of the Bank's duties as custodian hereunder and shall include (for the avoidance of doubt) clearing systems;
<b>"Investments"</b>	means any investments (including Bonds, Currency-Linked Deposits, Securities and other investment products) which may be made available to, subscribed, purchased, sold, established, deposited or held by/for me/us under these Terms and Conditions;
<b>"Offering Document"</b>	means any prospectus, information memorandum and any other constitutional documents issued in respect of the offering of an investment product;
<b>"One Account"</b>	means any account for and recording my/our Investments, cash balance transactions made pursuant to these Terms and Conditions opened by the Bank in its books in my/our name, including any sub-accounts opened in connection therewith;
<b>"Securities"</b>	means any shares, stocks, debentures, loan stocks, unit trusts, funds, bonds, securities or notes of or issued by, any body, whether incorporated or unincorporated, or of any government or local government authority and any financial instrument acceptable by the Bank at its sole discretion and includes any right, option or interest in or over any of the foregoing as well as certificates of interest or participation in, or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, any of the foregoing;
<b>"U.S." or "United States"</b>	means the United States of America; and
<b>"U.S. Person"</b>	means (a) a citizen or resident of the United States; (b) a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof; (c) any estate or trust that is subject to United States federal income taxation regardless of the source of its income; (d) any corporation,

partnership, trust, estate or other entity in which one or more individuals or entities described in (a), (b) or (c) acting singly or as a group has or have a controlling beneficial interest whether directly or indirectly and, in the case of a corporation or partnership, which is formed principally for the purpose of investing in securities not registered under the United States federal securities laws; or (e) any corporation, partnership or other entity, regardless of citizenship, domicile, situs or residence, if under the federal income tax laws of the United States ten percent (10%) or more of the ownership of any mutual fund would be attributed through such entity to any U.S. Person as defined in this Clause.

- 1.2 Clause headings are inserted for convenience only and shall be ignored in construing these Terms and Conditions.
- 1.3 Unless otherwise defined, terms defined in the General Terms and Conditions have the same meanings in these Terms and Conditions.
- 1.4 Unless the context otherwise requires, words importing the singular include the plural and vice versa and any gender includes all genders. Any reference in these Terms and Conditions to a "person" includes an individual, a company, sole proprietorship, partnership, trust or body unincorporated.
- 1.5 Any references in these Terms and Conditions to "including" or "include" means including or includes without limitation.
- 1.6 Unless the context otherwise requires, any reference to:
  - (a) a Part, Section, Schedule or Annex is a reference to a part, section, schedule or annex of these Terms and Conditions; and
  - (b) a Clause in a Part, Section, Schedule or Annex is a reference to a clause in that Part, Section, Schedule or Annex.
- 1.7 Unless the context otherwise requires, (a) the terms and conditions of Part 1 and Part 5 apply to all Investments and related transactions; and (b) the terms and conditions of Part 2, Part 3 and Part 4 apply (in addition to the relevant terms and conditions of Part 1 and Part 5) to the specific Investments and related transactions as described therein. In the event of any inconsistency between any terms and conditions of Part 2, Part 3 or Part 4 and any terms and conditions of Part 1 or Part 5, the former shall prevail.

## **2. One Account**

- 2.1 I/We shall open and maintain the One Account for recording all my/our Investment transactions, holdings and cash balance made pursuant to these Terms and Conditions.
- 2.2 The operation of the One Account and in particular the manner in which and the times during which credits to and withdrawals from the One Account may be made may be subject to restrictions as advised by the Bank to its customers which the Bank may vary from time to time. The One Account is also serves as an internal settlement account for investment, placement of Standby Secured Overdraft Facility or Private Banking Secured Revolving Credit Facility. Cash deposits into and cash withdrawals from the One Account are not accepted. I/We shall open and maintain other deposit account with the Bank for fund transfer from / to the One Account for cash deposits and withdrawals purpose.
- 2.3 The One Account will be a multi-currency account for transactions denominated in such currency(ies) as may be allowed by the Bank from time to time.
- 2.4 I/We authorize the Bank and its Agents to conduct any enquiry or check on me/us for the purpose of ascertaining and verifying my/our identity, creditworthiness, ongoing eligibility for the One Account or such purpose which the Bank and/or its Agents deems fit and other information at the time of opening of the One Account and at any time throughout the continuance of the One Account. The Bank and its Agents may at its discretion refuse to open the One Account and/or close any One Account which has been opened for me/us without giving any reason.
- 2.5 Unless the Bank otherwise prescribes, the One Account will be an interest bearing account with respect to the cash credit balance thereof. Interest on any cash credit balance of the One Account will accrue on a daily basis and at the rates for different types of currencies/deposit accounts published from time to time and/or advertised in the press by the Bank. For cash credit balance in Hong Kong Dollars, interest will be calculated on the basis of 365-day year (for ordinary years) and 366-day year (for leap years). For cash credit balance in Renminbi or United States Dollars, interest will be calculated on the basis of 360-day year. For cash credit balance in other currencies, interest will be calculated by the Bank with reference to the market practice. Interest earned will be calculated up to the immediate preceding day of the last day of each calendar month

or at such interval and at such time as may be determined by the Bank from time to time. Interest earned will be credited monthly to the One Account in the last day of each calendar month.

- 2.6 The Bank is entitled to charge interest on any unauthorised overdraft in the One Account at the prevailing interest rate as determined by the Bank or such other interest rate agreed by the Bank.

### **3. Customer Information**

To the extent that the Bank may deem necessary or advantageous to comply with applicable laws, rules, regulations or industry practices, the Bank may provide information about me/us or the One Account to third parties (including but not limited to any legal or regulating authority). Except as I/we shall instruct the Bank otherwise, the Bank may also provide information about me/us (including name, address and securities position) or the One Account to the issuer of my/our Investments for any purposes.

### **4. Service**

The Bank is hereby authorized to buy and sell Investments for my/our One Account and otherwise deal with Investments or monies held in my/our One Account or for the One Account upon my/our instructions. Notwithstanding the foregoing, the Bank may refuse to accept any of my/our instructions upon such reasonable grounds as it deems fit and shall not be obliged to give reasons for such refusal. The Bank shall not be liable to me/us for any loss whatever arising out of or in connection with its not accepting or acting on these instructions or omitting to notify me/us of the same.

### **5. Cross-product Buying Power**

If I/we have sold or otherwise disposed of any Investments in the One Account pending receipt of the settlement proceeds, the Bank may (but is not obliged to) allow me/us to enter into other new transactions to subscribe, acquire or establish any other Investments up to the full amount of the settlement proceeds. Without prejudice to any other rights the Bank may have, the Bank is entitled to apply all or any of the settlement proceeds which the Bank has received towards payment of any sum I/we owe to the Bank under such new transactions.

### **6. Settlement**

- 6.1 Where the Bank has executed a purchase or sale transaction on my/our behalf, I/we will by the due settlement date as required by the Bank or the relevant exchange or clearing house make payment of cleared funds or delivery of the relevant Investments in deliverable form to the Bank. Should I/we fail to do so by the due settlement date, the Bank and its Agents are hereby authorized, in its absolute discretion:

- (a) in the case of a purchase transaction, to transfer or sell any Investments in the One Account (including the purchased Investments) or to transfer the relevant amount from any of my/our accounts with the Bank to satisfy the obligations;
- (b) in the case of a sale transaction, to borrow and/or purchase such sold Investments as are necessary to satisfy the settlement obligations; and
- (c) take any other action that they deem necessary or appropriate for protection of their interest and/or to remedy my/our default.

- 6.2 Notwithstanding Clause 6.1 above but without prejudice to Clause 4 above, the Bank is entitled to:

- (a) not execute any instruction for purchase transaction unless I/we have made available to the Bank cleared funds in the One Account of an amount which is, in the opinion of the Bank, sufficient to cover the relevant purchase price together with the relevant charges and expenses liable to be incurred in connection with such purchase; and
- (b) not execute any instruction for sale transaction unless I/we have deposited the relevant Investments with the Bank before giving the relevant instruction.

- 6.3 The Bank is entitled to withdraw, on the settlement date of a purchase transaction, a sufficient amount from the One Account to settle the purchase amount together with the relevant charges and expenses liable to be incurred in connection with such purchase.

- 6.4 In the case of a sale transaction, the Bank may at its sole discretion make an early payment to me/us by crediting an amount (in such amount as determined absolutely by the Bank in anticipation of receipt of the settlement proceeds of that transaction) into the One Account on or before the settlement date prior to the actual receipt of the cleared fund by the Bank or its Agents from the relevant exchange, clearing house or counterparty of that transaction. The Bank is entitled to apply any settlement proceeds of that transaction which it has received to discharge any such early payment. If the total settlement proceeds of that transaction which the Bank has received on the settlement date (or on any other subsequent date as determined absolutely by the Bank) is nil or less than the amount of the early payment and thus the early

payment cannot be fully discharged by the settlement proceeds, I/we will be liable to pay any outstanding amount of the early payment to the Bank and the Bank is entitled to debit the same to any of my/our accounts with the Bank. I/We shall also indemnify any loss, damage or expense which the Bank may suffer or incur in connection with any such early payment made by the Bank to me/us.

- 6.5 I/We will reimburse any premiums which the Bank may be required to pay and for any losses, reasonable costs, fees and expenses (including reasonable legal expenses on a full indemnity basis) in connection with my/our settlement failure.
- 6.6 All currency exchange risks in respect of any transactions, settlement, actions or steps taken by the Bank under these Terms and Conditions will be borne by me/us.
- 6.7 If I/we have given instruction to the Bank to settle a transaction by funds in a currency other than the applicable currency for settlement of that transaction, the Bank may convert the funds into the applicable currency at such time as the Bank may consider appropriate for the settlement at the prevailing currency exchange rate as absolutely determined by the Bank notwithstanding that I am/we are not notified of the applicable currency exchange rate at the time of my/our instruction or the conversion.

## **7. Currency conversion of funds to be deposited into the One Account**

I/We agree that, where the Bank receives funds as the proceeds of any Investment transaction or otherwise to be credited to my/our One Account and if such funds are in a currency other than one of the currencies of the One Account, the Bank may in its absolute discretion and without seeking instruction from or giving prior notice to me/us, convert the funds into one of the currencies of the One Account at the Bank's prevailing exchange rate on the date the funds are credited and I/we shall be responsible for any charges which may be levied in relation to such conversion.

## **8. Custodian and Nominee Services**

- 8.1 I/We agree that any Investments deposited with the Bank by me/us or purchased by the Bank for the One Account may, at the absolute discretion of the Bank, either be treated as fungible and pooled like with the other investments held by its customers or specially allocated to the One Account. I/We agree that, in the event of any distributions or benefits accruing, or any losses however arising (including decimal losses resulting from a reduction in the number or amount of Investments available for delivery) being suffered, in connection with any given investments held like with like, the One Account shall be credited for payment made to me/us or, as the case may be, debited with the proportion of such loss equal to the proportion of the total number or amount of relative investments which shall comprise Investments forming part of the One Account.
- 8.2 The Bank shall not be obliged to endeavour to procure the registration of any transfers of Investments received by the Bank for the credit of the One Account.
- 8.3 I/We shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid moneys under any of the Investments from time to time in the One Account and duly and promptly pay any other moneys which I/we may lawfully be required to pay in respect of any of the Investments from time to time in the One Account. In default, the Bank may, if it thinks fit, make such payments on my/our behalf and any sums so paid by the Bank shall be repayable by me/us on demand, together with any costs or expenses incurred by the Bank as a result.
- 8.4 I/We agree that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may at any time without prior notice, combine or consolidate any or all of my/our accounts (wherever situate) with my/our liabilities and, in case where we are a corporation, the liabilities of any member of our group of companies to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the credit of any of my/our accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for my/our account in or towards discharging whichever part of my/our liabilities to the Bank as the Bank shall think fit.
- 8.5 Any cash held for me/us, other than cash received from me/us for the purpose of settling my/our Investment transactions, will be credited to the One Account.
- 8.6 Any Investments deposited by me/us with the Bank or purchased by the Bank on my/our behalf, and held by the Bank for safe-keeping may, at its discretion be either registered by the Bank in my/our name, in the name of Custodial Agent, or, if permitted under applicable laws, in the name of the Bank.
- 8.7 I/We acknowledge that if the Investments are registered in the name of Custodial Agent, the Investments will be held by the Custodial Agent on its standard terms and conditions as may from time to time be in force. The Bank or the Custodial Agent shall be under no responsibility to forward any notices, proxies or other

documents or communications in respect of the Investments to me/us. Notwithstanding the aforesaid, if the Bank or the Custodial Agent at its discretion determines that any action is required in respect of such Investments and I/we cannot be contacted or fail to give the Bank punctual or adequate instructions for such action, I/we hereby authorize the Bank or the Custodial Agent to act on my/our behalf as its absolute discretion think fit, including without limitation, exercising any voting rights in respect of Investments of which I am/we are the beneficial owner but which are registered in the name of the Custodial Agent and the Bank and the Custodial Agent shall not be liable, in the absence of fraud or wilful default, for such action it may take. I/We undertake to indemnify the Bank and the Custodial Agent against all reasonable costs, charges and expenses that may be incurred by them in respect of Investments held by them for safe-keeping on my/our behalf.

- 8.8 Where Investments deposited with the Bank are not registered in my/our name and distributions or benefits accrue in respect of such Investments, the One Account shall be credited with the proportion of such distributions or benefits equal to the proportion of the total number or amount of Investments which shall comprise Investments held on my/our behalf.
- 8.9 The Bank may not accept any Investments or other assets for deposit without giving any reason or prior notices.
- 8.10 The Bank will take reasonably practicable actions as it may consider necessary or expedient to enable it to provide services without prior notice to or consent from me/us. The Bank shall be entitled to return any Investments or other assets to me/us by registered post at the sole risk and expense of me/us or take any other actions which may affect my/our own interests if the Bank is no longer able to provide custodian and nominee service on a particular Investment for whatever reasons.

## **9. Limitations on Liability and Indemnity**

- 9.1 Neither the Bank nor its Agents shall be liable for any losses, damages or costs that I/we may suffer as a result of any action taken by, or omission on the part of, the Bank or its Agents, except for such losses, damages or costs arising from gross negligence, fraud or wilful default by the Bank and/or its Agents. In particular, neither the Bank nor its Agents shall be held responsible for any consequences resulting whether directly or indirectly from any events not within its control including government restrictions, imposition of emergency procedures, exchange ruling, third party's conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond the control of the Bank or its Agents whatsoever.
- 9.2 Neither the Bank nor its Agents has any duty to advise me/us of any legal or regulatory requirement or restriction in respect of the ownership of the Investments or otherwise in connection with the One Account.
- 9.3 I/We hereby fully indemnify the Bank, its nominees and its Agents (including the Custodial Agents) against all claims, actions, liabilities, proceedings against any of the Bank, its nominees and its Agents (including the Custodial Agents) and bear any losses, reasonable costs, charges or expenses (including reasonable legal fees) which they may suffer in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under or in connection with these Terms and Conditions, including any action taken by the Bank to protect or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by me/us, save those resulting from the negligence, fraud or wilful default of the Bank.

## **10. Representations, Warranties and Undertakings**

- 10.1 I/We hereby warrant and represent and undertake to the Bank in the following terms:
- (a) I am/we are not a U.S. person and that I am/we are not acting for, or on behalf of, a U.S. person. If my/our tax status changes and I/we become a U.S. citizen or resident of the United States, I/we must notify the Bank within thirty (30) days and I am/we are fully aware that any investment products that I am/we are holding will immediately be redeemed and sale proceeds will be subject to U.S. tax information reporting or any other reporting requirements under applicable U.S. laws. For purposes of complying with applicable U.S. tax laws and any other applicable U.S. laws, I/we waive any bank secrecy, privacy or data protection rights relating to the One Account;
  - (b) I am/we are a natural person and that I/we have attained the age of majority;
  - (c) I am/we are not a director(s), 10% or in excess of 10% beneficial shareholder(s) or policy-making officer(s) of a company publicly traded in the U.S.;
  - (d) I am/we are not domiciled in or resident in a country where there is any restriction or prohibition on my/our purchase or holding of any Securities. If I/we become resident in any such country, I/we will inform the Bank immediately and will if so required by the Bank sell or redeem any such restricted or prohibited Securities;

- (e) I/we when purchasing or dealing in any Securities will ensure that I am/we are not subject to, and I am/we are not acting on behalf of any person who is subject to, any prohibition against the purchase or dealing in any such Securities, and I/we will not place any orders for the purchase or sale of Securities while located in the United States or in any other jurisdiction that may otherwise restrict or prohibit my/our purchase or sale of Securities;
- (f) I am/we are acting as principal and not trading on behalf of any other person unless the Bank is notified otherwise in writing;
- (g) I/we have obtained and will maintain in full force and effect any necessary consents, licences and authorities for my/our opening and maintaining the One Account and any actions I/we may take in connection therewith;
- (h) I/we will maintain a copy of these Terms and Conditions and each confirmation of transaction, periodic statement and evidence of any necessary authorization in my/our books and records;
- (i) the Account Opening Form is true and complete at the date hereof and I/we will notify the Bank forthwith upon any material changes in the information provided in the Account Opening Form. Until I/we have given such notification to the Bank, the Bank shall be entitled to rely on the information contained in the Account Opening Form. The Bank is hereby authorized to conduct a credit enquiry or check on me/us for the purpose of ascertaining my/our financial situation and investment objectives as set out in the Account Opening Form or otherwise;
- (j) these Terms and Conditions and their performance and the obligations contained herein do not and will not:
  - (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which I am/we are subject or any provisions of my/our memorandum and articles of association or by-laws (if applicable); or
  - (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which I am/we are a party or is subject or by which any of my/our property is bound;
- (k) I am/we are, except as previously disclosed in writing to the Bank, not an agent, affiliate, officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any dealer in securities, or any broker or investment advisor, or an officer, partner, director, agent or employee of any securities broker, dealer, investment advisor, a participant of the Stock Exchange of Hong Kong Limited or a person registered with the Securities and Futures Commission;
- (l) I am/we are and will remain the beneficial owner of the Investments in the One Account free from any lien, charge, equity or encumbrance save as created by the General Terms and Conditions or these Terms and Conditions and will not charge, pledge or allow to subsist any charge or pledge over the Investments or moneys in the One Account or grant or purport to grant an option over any Investment in the One Account without the prior written consent of the Bank; and
- (m) I am/we are the person(s) ultimately responsible for originating the instructions in relation to and the person(s) that stands to gain the commercial or economic benefit of each transaction in the One Account and/or bear the commercial or economic risk, and I am/we are capable of bearing the full responsibility of such risk.

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

## **11. Fees and Charges**

11.1 The Bank may impose fees or charges for providing any service under these Terms and Conditions. Such fees and charges are detailed in the Bank's schedule of charges published from time to time and displayed at the Bank's premises. The schedule will be provided to me/us upon request. The Bank may revise such fees and charges at its discretion upon prior notice to me/us. I/We agree that I am/we are deemed to have acknowledged and accepted such fees and charges upon usage of any service under these Terms and Conditions.

11.2 I/We shall also pay on demand any applicable custody fees and all applicable stamp duties, taxes and other levies or fees and expenses of any applicable jurisdiction.

## **12. Transaction Confirmations and Statements**

12.1 The Bank will issue monthly consolidated statement of account to me/us within seven (7) business days after the end of each month. In addition to the monthly consolidated statement of account, the Bank will also

prepare and issue transaction confirmation or such other statements of account relating to the One Account to me/us in such manner as may be required by the applicable laws, regulations and codes of conduct from time to time. I/We undertake to examine the transaction confirmation and other statements of account carefully and to promptly notify the Bank in writing of any alleged error or irregularity.

- 12.2 All transactions and other information shown in the transaction confirmations will be binding on me/us unless the Bank receives notice of objection in writing within two (2) business days after I/we receive the transaction confirmation. The Bank reserves the exclusive right to determine the validity of my/our objection to the relevant transaction or information.

### **13. Not a Financial and Investment Advisor**

- 13.1 I/We fully understand that any contract effected by me/us shall be made ultimately upon exercise of my/our own judgment and at me/our own discretion notwithstanding any information, suggestion or documents the Bank may have provided to me/us.
- 13.2 It is my/our responsibility to understand completely all of the relevant characteristics and consequences of each contract I/we enter into. I/We acknowledge that the Bank will not give any investment, legal, accounting or tax advice and will not advise me/us the nature or risks of any particular contract.
- 13.3 Save as otherwise expressly agreed in writing by the Bank, the Bank has not, does not and shall not in any event acted/act as or assumed/assume the role of an investment or financial advisor to me/us in respect of any investment(s). I/We shall remain liable for making my/our investment decisions based on my/our own judgment in view of my/our financial situation and investment experience and objectives.
- 13.4 I/We agree that the Bank will not, in the absence of any gross negligence or wilful default on its part, be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any contracts effected by me/us after receipt of any such information.
- 13.5 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 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.

### **14. Applicable Rules and Regulations**

- 14.1 All orders and transactions relating to Investments or the One Account shall be subject to the constitution, rules, regulations, customs and practices of the exchange, clearing house, market or settlement system where transactions are executed, to the terms of business of the Bank and its Agents and to the applicable laws and regulations in the relevant jurisdiction(s).
- 14.2 I/We undertake to comply with all the applicable laws and regulations and I/we are solely responsible for all fillings, returns and reports relating to any Investments in the One Account or transactions concerning such Investments. I/We shall do all things required by the Bank in order to ensure compliance with the same.

### **15. Tax and Other Payments**

- 15.1 I/We agree to pay any taxes, duties, impositions, charges or any other liabilities or payments payable in connection with the One Account and any transaction relating to the Investments.
- 15.2 The Bank and its Agents may on my/our behalf withhold and/or make payment of any taxes, duties, impositions, charges or any other liabilities or payments payable in connection with the One Account or any transaction relating to Investments.

### **16. Additional Terms and Conditions for Investment Transactions other than Currency-Linked Deposits**

- 16.1 This Clause 16 applies to transactions relating to any of my/our Investments other than Currency-Linked Deposits.
- 16.2 The Bank does not warrant to me/us the value or merit of any Investment transactions entered into by me/us.
- 16.3 I/We shall withdraw any Investments and cash balances in the One Account upon termination of these Terms and Conditions within seven (7) days from the date of termination. Failing which, the Bank may on my/our behalf sell or redeem any of such Investments in the market at such prices and on such terms as it deems fit

and return to me/us its cheque representing the net sale proceeds or redemption proceeds in the One Account.

16.4 I/We agree that the Bank may dispose of or initiate a disposal of the Investments in the One Account for the purpose of settling any liability owed by me/us to the Bank or any of its associated entities (as defined in the Securities and Futures Ordinance).

16.5 Neither the Bank nor its Agents shall be accountable or liable to me/us for any commissions remuneration profit or other benefit resulting from my/our transactions.

**17. Additional Terms and Conditions for Renminbi (“RMB”) transactions and RMB Services relating to the One Account**

17.1 This Clause 17 is applicable to RMB transactions and/or RMB Services relating to the One Account.

17.2 I/We understand and agree that any RMB transactions or RMB Services executed through the One Account will be subject to any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, governmental agency, clearing bank or exchange body or professional body applicable from time to time (in Hong Kong or Mainland China) (collectively, “**Applicable Regulations**”). The Bank is fully authorized to reject or refuse to execute my/our deposit/exchange/remittance or other transaction instructions (or part of the transaction instructions) in violation of any of the Applicable Regulations. The Bank shall not be in anyway held liable for refusing to execute the relevant instructions.

17.3 Applicable exchange and interest rates will be determined by the Bank and may differ from official or other rates. The Bank may require payments to or from me/us to be made in RMB or Hong Kong Dollars.

17.4 The Bank is entitled to take all necessary actions to comply with the Applicable Regulations. The Bank may provide all information and report any transaction in relation to my/our One Account to the clearing house and any regulatory authorities.

17.5 I/We acknowledge that it is my/our duty to ensure that the operation of the One Account relating to RMB transactions and RMB Services at all times complies with the Applicable Regulations and the rules and requirements imposed by the Bank. If the Bank at any time reasonably believes that any RMB related operation arrangement has been abused by me/us which results in the committing of a non-compliance of the Applicable Regulations, the Bank may exercise its discretion to take any necessary action as the Bank thinks fit (including closing the One Account) without prior notice to me/us.

17.6 I/We understand and agree that the Bank is fully authorized to terminate any RMB Services provided by the Bank without giving any reason.

17.7 I/We understand that the Bank may from time to time set conditions or restrictions that apply to RMB transactions and RMB Services and I/we agree to comply with all such conditions or restrictions.

17.8 I/We understand that the provisions of this Clause 17 are determined and may be amended by the Bank at any time and from time to time according to the Bank's agreement with the clearing bank and all Applicable Regulations. Any revision or addition to the provisions of this Clause 17 shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on me/us.

17.9 In the event of inconsistency between the Applicable Regulations and this Clause 17, the Applicable Regulations shall prevail.

**18. Communication by the Bank in electronic form**

I/We agree that the Bank may send any notice, communication, confirmation, statement of accounts to me/us in electronic form.

**19. E-statements and E-advice**

Without prejudice to Clause 18 above, the Bank may send any and all statements of account, advices and transaction confirmations to me/us by emails or through any other e-channel without physical delivery. All statements of account, advices and transaction confirmations shall be deemed to have been received by me/us immediately after transmitting to my/our email address (or as the case may be, through such e-channel) on the Bank's record.

**20. Electronic Message Notification Service**

20.1 In this Clause 20:

“**Device**” means my/our device for receiving any Electronic Message under the Electronic Message Notification Service;



**“Electronic Message Notification Service”** means the notification service (including SMS Price Alert Service) provided by the Bank through mobile phone, emails, WeChat or other electronic channel or means from time to time subject to these Terms and Conditions;

**“Electronic Message”** means any message sent by the Bank to me/us under the Electronic Message Notification Service;

**“Service Provider”** means any entity that provides or maintains the channel through which the Bank provides the Electronic Message Notification Service; and

**“SMS Price Alert Service”** means the price alert service provided by the Bank through mobile phone.

- 20.2 The Bank has the right to determine from time to time the scope of the Electronic Message Notification Service to be made available and the Bank may expand, modify or reduce the scope of the Electronic Message Notification Service at any time without giving notice or reason.
- 20.3 I/We acknowledge that the information sent under the Electronic Message Notification Service is for my/our information only and shall not be relied upon by me/us or any other person nor be taken as conclusive evidence of the matter to which it relates.
- 20.4 I/We shall promptly notify the Bank of any changes to information/documents provided to the Bank related to or for the purposes of the Electronic Message Notification Service.
- 20.5 I/We shall notify the Bank immediately if I/we do not want to receive any Electronic Message.
- 20.6 For the purposes of providing the Electronic Message Notification Service, the Bank will not assume any liability or responsibility for any failure or delay in transmitting information to me/us or any error or failure in such information unless this results from negligence or default on the part of the Bank. In particular, neither the Bank, Service Provider nor any such companies shall assume any liability or responsibility for the consequences arising from any cause beyond our or its reasonable control including without limitation failure of my/our Device to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. For the avoidance of doubt, the Bank assumes no liability that results from the acts of the Service Provider or any such companies.
- 20.7 The Electronic Message Notification Service may without notice to me/us be suspended or terminated for any reason including without limitation invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by any telecommunications companies concerned or by the Service Provider. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.
- 20.8 Notwithstanding that the Bank may have provided the Electronic Message to me/us on certain banking services or transactions, the Bank shall have no obligation to continue (or otherwise timely to provide me/us) with the relevant Electronic Message for similar banking services or transactions. I/We shall not rely on the Electronic Message Notification Service as conclusive evidence to ascertain or confirm the existence or status of any banking services or transactions.
- 20.9 None of the Electronic Messages should be regarded as an offer or a solicitation to subscribe to any products or services in any jurisdiction.
- 20.10 The Bank shall not accept or act on any my/our instructions relating to banking products/ services given to the Bank via any message under the Electronic Message Notification Service.
- 20.11 The Bank may keep any Electronic Message record for future enquiry.
- 20.12 I/We are responsible for the security of my/our Device and must take all reasonable precautions to prevent any one else from accessing any confidential information.
- 20.13 Any Electronic Message sent by the Bank to me/us are one-way communications and I/we should not reply to such message, in particular, I/we should not provide any account or security details such as passwords in any reply. Any request for such details purported to have been sent by the Bank in any Electronic Message or any other irregularity in such message or the Electronic Message Notification Service must be reported to the Bank immediately.
- 20.14 My/our Device should not be tampered (e.g. rooted, hacked, jail-broken, etc.) and I/we shall not be using such device to access any of the Bank's service or inputting sensitive data.
- 20.15 I/We are responsible for ensuring that none of the application on my/our Device are installed from any mistrusted sources.

- 20.16 I/We at the request of the Bank will execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Electronic Message Notification Service.
- 20.17 The Bank will not be liable for any disclosure of confidential information when I/we have not complied with any provision of this Clause 20.
- 20.18 The Service Provider or any third parties who support the Electronic Message Notification Service are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship between any third parties with the Bank.
- 20.19 I/We acknowledge and consent that the Service Provider or any third parties which support the Electronic Message Notification Service may be able to have access to the information contained in any Electronic Message in connection with the Electronic Message Notification Service.
- 20.20 I/We acknowledge and consent to be solely responsible and bound by any terms and conditions imposed by the Service Provider or any third parties which support the Electronic Message Notification Service and the Bank shall not be liable for any breaches constituted by me/us of such terms and conditions.
- 20.21 The Electronic Message Notification Service is for my/our sole and exclusive use.
- 20.22 It is my/our responsibility to take appropriate measures to monitor and control the use of the Electronic Message Notification Service from time to time, and to adopt proper safeguards against the Electronic Message Notification Service being used by unauthorized persons or for unauthorised purposes.
- 20.23 The Bank reserves the right to revise any existing charging structure and/or make additional charges from time to time by notice to me/us in relation to the provision of the Electronic Message Notification Service.
- 20.24 I/We shall bear any fees, charges or expenses which may be imposed by the Service Provider or any third parties in relation to the provision of the Electronic Message Notification Service.
- 20.25 If the Bank can show that an Electronic Message was sent to the Service Provider, the Bank has no liability to me/us if I/we suffer losses due to such Electronic Message not being received accurately or at all.
- 20.26 Without prejudice to Clause 20.7 above, the Bank does not assume any liability or responsibility (unless the following is resulted from the Bank's negligence or default) to me/us or any other person for the consequences arising from or in connection with:
- (a) any interruption, suspension, delay, loss, mutilation or other failure in providing the Electronic Message Notification Service howsoever caused;
  - (b) any mechanical failure, power failure, malfunction, or installation in connection with the Electronic Message Notification Service; and
  - (c) any losses caused by the Service Provider or any third parties in connection with the Bank's providing the Electronic Message Notification Service.
- 20.27 The Bank will not be responsible for any losses or damages caused to my/our data, Device, telecommunications equipment or other equipment as a result of my/our use of the Electronic Message Notification Service unless such loss or damage is caused by the Bank's default or negligence.
- 20.28 I/We shall indemnify the Bank and its officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be reasonably incurred by any of them and at actions or proceedings which may be brought by or against any of them in connection with the provision of the Electronic Message Notification Service unless such loss or damage is caused by the Bank's default or negligence.
- 20.29 It is my/our sole responsibility to verify any information received under the Electronic Message Notification Service. The Bank does not assume any liability (whether in tort, contract or otherwise) for any reliance on any commentaries, confirmations, information or data by me/us or any other person.
- 20.30 In respect of the SMS Price Alert Service, without prejudice to any other provisions herein:
- (a) I/we understand it is my/our responsibility to register the mobile phone with the Bank by myself/ourselves with my/our own costs;
  - (b) the Bank has reserved the right to suspend the SMS Price Alert Service without prior notice for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunication company(ies) concerned in relation to their network or by any service provider in respect of the SMS Price Alert Service. The Bank will not assume any liability or responsibility for any such suspension;

- (c) neither the Bank nor any of the telecommunication companies designated by the Bank for the purposes of providing the SMS Price Alert Service will assume any liability or responsibility for any failure or delay in transmitting information or for any error or inaccuracy in such information. In particular, neither the Bank nor any such telecommunication companies shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of my/our mobile phone to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, Act of God, government act, civil commotion, strike, war, fire, flood or explosion;
- (d) I/we shall bear any fees, charges and expenses which may be imposed by the telecommunication company providing or servicing his mobile phone in connection with the SMS Price Alert Service;
- (e) the Bank makes no representation or warranty as to the accuracy and reliability of the information or data provided and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions; and
- (f) the Bank reserves the right to vary, revise, suspend, withdraw or terminate the SMS Price Alert Service at any time and from time to time without giving any notice or reason.

## **21. Authority and Indemnity for Instructions by Electronic Communication**

- 21.1 In respect of any transactions relating to any Securities, I/we hereby authorize the Bank to act on any instructions or communication for any purpose which may from time to time be or purport to be given by telephone, facsimile or any other form of electronic communication as the Bank may recognize from time to time by me, any of us or any person authorized by us.
- 21.2 I/We understand and acknowledge that the risks of any of the above instructions or communication being given by person(s) purporting to be me/us shall be borne by me/us and the Bank will not be liable for any losses or damages arising provided the Bank has acted in good faith.
- 21.3 In consideration of the Bank's agreeing to act on the above instruction or communication, I/we agree and undertake:
  - (a) that the Bank is authorized to record any and/or all telephone conversations between me/any one of us/ any person authorized by us and the Bank, in writing or by tape or other means as the Bank may determine, and the Bank's records (in whatever form) shall be conclusive and binding on me/us. The Bank may dispose of such written records and erase such tapes after the expiration of such period as it deems fit;
  - (b) that the Bank may only act on such instructions or communication if the person giving the instruction can (i) quote the account number of the account(s) to the instruction relates; or (ii) quote the personal identification number of the authorized signatories of the relevant account and/or quote such other information as may request by the Bank;
  - (c) that the Bank may, under circumstances determined by it, require from me/us confirmation of any of the above instructions of communication in such form as it may specify before acting on the same;
  - (d) that the Bank may refuse to act on any of the above instructions or communication in the absence of any code, test or confirmation specified by it pursuant to paragraph (b) or (c) above (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant instruction or communication), without responsibility or liability on the Bank's part for any such refusal or delay in acting as a result;
  - (e) that where any instruction or communication is given by facsimile followed by delivery of the original instruction or communication, which shall specify that such instruction or communication has been given by facsimile and the date of such facsimile. The Bank will not be liable for any consequences due to the absence of such information in the original copy in any event including (without limitation), in the case of payment instructions, any losses arising from any payment or fund transfer effected in duplicate by the Bank as a result;
  - (f) that the Bank will not be liable for any failure or delay in acting on any of the above instructions or communication by reason of any cause beyond the Bank's control, including (without limitation) any breakdown or failure of transmission or communication facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication for any other reason; and
  - (g) (if there are two or more of us, jointly and severally) to fully indemnify the Bank on demand against all claims, proceedings, liabilities, losses and expenses (including legal fees) resulting directly or indirectly from the Bank's acting on any of the above instructions or communication.

21.4 I/We may amend or revoke the authority and indemnity by written notice to the Bank, which shall take effect two (2) business days after the receipt of such written notice by the Bank.

## **22. Miscellaneous**

22.1 Upon termination of these Terms and Conditions, I/we will immediately repay to the Bank any amounts due or owing to it.

22.2 The Bank and its Agents are authorized at any time to apply any sum standing to the credit of the One Account for satisfaction of my/our indebtedness and obligations owed to the Bank.

22.3 Neither the Bank nor its Affiliates shall be liable for any delay or failure to perform obligations and any losses, damages or costs resulting therefrom so long as they have acted in good faith. Moreover, the Bank and its Affiliates shall not be held responsible for any consequences resulting whether directly or indirectly from any events not within their control including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party's conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond the Bank's control whatsoever.

22.4 I/We hereby confirm that the Bank has explained to me/us and I/we have received and read these Terms and Conditions and that I/we understand and accept their terms. In the event of discrepancy between the Chinese version and the English version of these Terms and Conditions, the English version shall prevail. In the event of discrepancy between the General Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

22.5 The Bank may at any time delete, replace, add or change any term of these Terms and Conditions (including any applicable fees or charges) by giving prior notice in accordance with the requirements of applicable codes and guidelines.

22.6 The Bank undertakes to notify me/us in writing in the event of any material change to its name, address, licensing or registration status with the Securities and Futures Commission (including the CE number), the nature of services provided or available to me/us under these Terms and Conditions, or the remuneration to be paid (and the basis for payment) by me/us to the Bank under these Terms and Conditions.

22.7 Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any term of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the Bank reserves the right to delete, replace, add or change that term or any other term of these Terms and Conditions pursuant to these Terms and Conditions without the consent of that third party.

22.8 The Bank is NOT an independent intermediary because (1) the Bank receives fees, commissions, or other monetary benefits from other parties. (which may include product issuers) in relation to the Bank's distribution of investment products to you. For details, I/we should refer to the Bank's disclosure on monetary benefits which the Bank is required to deliver to me/us prior to or at the point of entering into any transaction in investment products; and/or (2) the Bank receives non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that the Bank may distribute to me/us.

## **Part 2: Specific Terms and Conditions for Securities Trading and Bonds Trading**

The provisions of Clause 1 in this Part 2 shall, unless otherwise expressly stated, apply to both Securities transactions and Bonds transactions. Other provisions in this Part 2 (including the Schedules) shall, unless otherwise expressly stated, only apply to Securities transactions.

### **1. Terms and Conditions applicable to Securities Transactions and Bonds Transactions**

- 1.1 Transfer of Securities or Bonds into or out of the One Account is subject to the agreement of the Bank (such agreement may be withheld by the Bank without giving any reason or may be granted on such conditions as the Bank may think fit). If the Bank agrees to the same then:
  - (a) in respect of transfers of Securities or Bonds into the One Account, I/we shall arrange for and instruct the transfer of the Securities or the Bonds from the transferring party to the Bank at my/our costs and expenses. The Securities or the Bonds will not be credited to the One Account until the Bank has received the Securities or the Bonds; and
  - (b) in respect of transfers of Securities or Bonds out of the One Account, the Bank will as soon as reasonably practicable after receipt of an instruction to such effect arrange for the transfer of my/our Securities or Bonds in the One Account to a third party nominated in the instruction provided always that:
    - (i) I am/we are responsible for procuring the third party to receive the Securities or the Bonds transferred from the Bank and for all the handling and transfer fees and charges for such transfer;
    - (ii) the Securities or the Bonds may not be transferred when they are being processed for transfer to and registration in the Bank's name or the name of a Custodial Agent; and
    - (iii) I am/we are not indebted to the Bank.
- 1.2 Deposits or withdrawals by physical delivery of scrips or documents for Securities or Bonds to or from the Bank will not be allowed unless otherwise agreed by the Bank.
- 1.3 Securities transactions and Bonds transactions effected by the Bank on my/our 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.
- 1.4 The Bank may effect my/our instructions or transactions or provide services in such manner and through any Agent, Affiliate, member of any exchange or clearing house, or brokers in the relevant market as the Bank may in its absolute discretion determine. The Bank will usually act as my/our execution agent, and in respect of Bonds transactions if the Bank acts as principal to the transactions, this will be disclosed to me/us in the relevant confirmation notes.
- 1.5 I/We undertake that I/we will not give any instruction which involves the sale of Securities or Bonds which I/we do not own or which is in breach of any applicable selling restrictions.
- 1.6 The Bank and/or its Agents may determine the priority in the execution of instructions having due regard to market practice, applicable regulations and fairness to all customers.
- 1.7 The Bank may, without prior reference to me/us, combine for execution my/our instructions with the instructions of other customers, and I/we acknowledge that such combination may lead to higher or lower execution price. Where there are insufficient Securities or Bonds to satisfy instructions so combined, the transactions will be allocated between customers with due regard to market practice and fairness to customers provided that the orders of customers shall have priority over orders of the Bank for its own account.
- 1.8 Neither the Bank nor its Agents shall be liable for delays or failure in the transmission of instructions due to breakdown or collapse of communication facilities or for any other delay or failure beyond the reasonable control of the Bank or its Agents.
- 1.9 By reason of physical restraints and rapid changes of Securities and Bonds prices, the Bank or its Agents may not always be able to execute instructions in full or at the prices quoted at any specific time or "at best" or "at market" and I/we agree to be bound by such executions.
- 1.10 Request to cancel or amend an instruction is only possible before it has been executed and is subject to acceptance by the Bank and/or its Agents (the Bank and/or its Agents shall not refuse to accept such a request unless on reasonable grounds). In the case of full or partial execution of any instruction before the request for cancellation has been accepted, I/we agree to accept full responsibility for the transactions.
- 1.11 (For Securities transactions) Unless I/we have given an instruction to the contrary to the Bank and/or its Agents and which instruction has been accepted by the Bank and/or its Agents, otherwise an instruction will

be deemed lapsed at the end of the trading day of the relevant stock exchange to which the relevant instruction relates.

- 1.12 (For Bonds transactions) An instruction will be deemed lapsed unless the Bank has confirmed its execution at the time the instruction is given or otherwise agreed to by the Bank.
- 1.13 It is my/our responsibility to check with the Bank as to whether any of my/our instructions has been executed. Following execution of an instruction, the Bank will send a confirmation of transaction within two (2) business days and, thereafter, periodic statements summarizing various matters in relation to the One Account over the period covered by the monthly statement. Save and except for such confirmations of transaction and periodic statements, the Bank shall not be obliged to notify me/us separately as to whether my/our instruction has been executed. I/We agree that it is my/our responsibility to ensure that every confirmation of transaction and periodic statement is received in due time according to the ordinary course of posting and to immediately enquire with and obtain the same from the Bank if not duly received.

## **2. Terms and Conditions applicable to Securities Transactions only**

- 2.1 Neither the Bank nor its Agents shall be liable to me/us for any loss or damage of whatever nature suffered by me/us as a result of or in connection with any act, omission or insolvency of its Agents provided that the Bank or its Agents, as the case may be, has exercised such care in appointing the Agents as it would employ for its own business.
- 2.2 Neither the Bank nor its Agents can guarantee the execution of my/our orders. The Bank and its Agents are authorized to solicit, accept and retain for their own benefit, without disclosing to me/us on each occasion, any rebate, brokerage, commissions, remuneration, profit or other benefit resulting from any transactions effected by the Bank for me/us.
- 2.3 Each instruction relating to transaction concerning Securities must be complete in its description of the quantity, price (except market order) and other relevant details of the Securities as the Bank or its Agents may require. Whenever the Bank or its Agents effects a transaction for me/us in Securities, I/we shall be obliged with respect to the actual quantity of any Securities transacted and the actual price of which it is executed.
- 2.4 Instructions relating to transactions concerning Securities may be given during the times advised by the Bank to its customers which the Bank may vary or restrict from time to time.
- 2.5 The Bank shall have no duty to ascertain the nationality or domicile of its customers or whether Securities deposited are approved for foreign ownership or whether any foreign exchange control restrictions apply. Where foreign listed Securities are accepted in jurisdictions restricting foreign ownership of Securities, the Bank shall have no duty to ascertain the nationality of the owner of the Securities unless specifically instructed by its customer.
- 2.6 Prices of Securities are provided by the Stock Exchange of Hong Kong Limited and/or other parties to the Bank. While the Bank and the Information Providers (as defined under Clause 2.9 below) endeavour to ensure the accuracy and reliability of the prices quoted, no guarantee as to their accuracy is given and no liability (whether in tort or contract or otherwise) is accepted for any loss or damages arising from any inaccuracies or omissions.
- 2.7 In the event that the Bank has to obtain Securities, which the Bank has purchased on my/our behalf, in the open market, following the failure of the selling broker to deliver on the settlement date, the Bank will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.
- 2.8 The Bank and/or its Agents may in their sole discretion determine that certain Securities shall not be traded or held in the One Account. Before I/we engage in any transaction involving any Securities, it is my/our responsibility to check whether such Securities are so restricted.
- 2.9 The Bank may make available certain financial market data, quotes, prices, rates, news, reports, analysis, statistics or other similar information (the "**Information**") that have been independently obtained from certain financial market information services providers, financial publishers, various securities markets including stock exchanges and their affiliates, and other providers (the "**Information Providers**"). Neither the Bank nor any Information Provider warrants or guarantees the accuracy, completeness, timeliness and correct sequencing of the Information made available to me/us. I/We acknowledge that the Information shall not be considered sufficient or reliable enough or be used for the purpose of formulating any investment or trading decision, policy or strategy.
- 2.10 I/We agree 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 solely on my/our own evaluation of my/our financial circumstances and investment objectives.

- 2.11 The Information is the property of the Information Provider. I/We undertake to use all Information made available to me/us only for the purpose of transacting business with the Bank and undertake not to use it for any other purpose. I/We shall keep the Information confidential and shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any information in any manner without the express prior written consent of the Bank or the Information Providers, or to use any Information for any unlawful purpose. I/We shall comply with reasonable requests by the Bank or any Information Provider concerning the protection of the intellectual property rights in the Information. I/We shall not delete copyright or other intellectual property rights notices from any Information, including printouts of electronically accessed materials.
- 2.12 Neither the Bank nor any Information Provider shall be liable for any taxes or duties payable on or in respect of the Securities nor for the management of or any diminution in the value of the Securities.
- 2.13 In addition to provisions in this Clause 2, I/we shall also be bound by the terms and conditions set out in Schedules 1, 2 and 3 of this Part 2.
- 2.14 All Securities at any time held by the Bank or its Agents with respect to the One Account shall be subject to a lien and held as security for discharge of all my/our indebtedness and other obligation to the Bank or its Agents. The Bank or its Agents with authorization of the Bank may sell such Securities and apply the sale proceeds, after deduction of expenses, to satisfy any indebtedness and other obligation owed by me/us to the Bank or its Agents.

## Schedule 1 of Part 2

### Terms of Use – Legal Notice and Disclaimer

The terms and conditions set out in this Schedule 1 shall apply to the extent that the information provided to me/us through the Bank's banking portal, trading portal or other distribution channels are supplied by Thomson Reuters or its affiliates (the **"Information Service"**).

#### 1. Use of Information and Materials

The information is provided pursuant to an agreement (**"Agreement"**) between Thomson Reuters and the Bank.

The information, data, statements, and all other materials in whatever form presented (hereinafter collectively referred to as **"Thomson's Information"**) which appear in the Information Service are subject to change without notice and may not be current or accurate. Thomson Reuters and its affiliates and contributors (collectively, **"Thomson"**) is not responsible for any inaccuracies in the Information, and, as further described below under the headings **"No Warranty"** and **"Limitation of Liability"**, the Bank is providing all Thomson's Information **"as is"** and therefore I/we shall bear all risk associated with my/our use of or reliance on such Information.

#### 2. Intellectual Property Information

Thomson is the owner or licensor of all in intellectual property rights, including copyright, in all of the pages and screens displaying the pages of the Information Service, as well as in the Information contained therein and in the arrangement of the Information. No use of Thomson's intellectual property permitted except as is expressly authorized by Thomson in the Information Service, the Agreement or under separate written agreement with Thomson.

#### 3. No Warranty

The Thomson's Information contained in the Information Service are provided **"as is"** and **"as available"**. Thomson does not warrant the accuracy, adequacy or completeness of the Thomson's Information and expressly disclaims liability for errors or omissions in the Thomson's Information. No warranty of any kind, implied or express or statutory, in existence now or in the future, including but not limited to the warranties of merchantability, fitness for a particular purpose, or freedom from computer virus or infirmity, is given by Thomson.

#### 4. Limitation of Liability

In no event will Thomson be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the Information Service or the Thomson's Information contained in any page or screen for the Information Service or use thereof or inability to use the same by any end user, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or other infirmity or corruption, or line or system failure, even if Thomson or its representatives are advised of the possibility of such damages, losses or expenses.

#### 5. Other Terms and Conditions

This Legal Notice and Disclaimer represent the full direct agreement between Thomson and me/us regarding my/our access and use of the Information Service and the Thomson's Information. Other limitations exist in the use of the Information Service which may be provided to me/us by the Bank, if applicable. No failure by Thomson to enforce any of its rights under this Legal Notice and Disclaimer shall be deemed a waiver of those rights. I/We agree that all of the terms and conditions of the Legal Notice and Disclaimer are fair and reasonable and that I/we agree to be bound to same as matter of my/our own free will.



## Schedule 2 of Part 2

### Overseas Securities Trading Supplemental Terms and Conditions

The Bank may provide trading services in relation to overseas equity securities from time to time. By giving the Bank instructions in relation to such trades, I/we agree and will be deemed to have agreed to be bound by these Overseas Trading Terms.

These Overseas Trading Terms amend and are supplemental to, and are without prejudice to, the Existing Terms, other provisions in Part 2 and constitute Specific Terms and Conditions as referred to in the General Terms and Conditions. In the event of any inconsistency between these Overseas Trading Terms and the Existing Terms and/or other provisions in Part 2, the provisions of these Overseas Trading Terms shall prevail.

#### 1. Definitions and Interpretation

- 1.1 In these Overseas Trading Terms (and where applicable, in Section C of Part 5), the following words and expression shall have the following meanings:

**“Clearing Broker”** means, as far as trading of Foreign Securities is concerned and where appropriate, any clearing broker as may from time to time be engaged by the Bank in providing clearing and other services relating to the Securities or the One Account;

**“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 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 One Accounts);

**“Foreign Securities”** means Securities listed, traded or held outside Hong Kong; and

**“Overseas Trading Terms”** means these Overseas Securities Trading Supplemental Terms and Conditions, as may be amended, updated and/or supplemented from time to time.

- 1.2 Unless otherwise defined, terms defined in the General Terms and Conditions, Existing Terms and Part 1 have the same meanings in these Overseas Trading Terms.

#### 2. Service

- 2.1 I/We agree and acknowledge that, as far as trading of Foreign Securities is concerned and where appropriate:

- (a) the Bank may appoint one or more Clearing Brokers as the clearing broker(s) for handling and maintaining the One Account for me/us and execute and clear the transactions relating to Securities in the One Account; and
- (b) the services concerning Securities and the One Account, including my/our instruction, may be conducted and executed through one or more Clearing Brokers.

- 2.2 Any instruction for the purchase or sale of any Security shall only be accepted for execution on the date of instruction if it is received before the relevant “cut off” time provided in Clause 2.3 below. Where for whatever reason such instruction has not been executed (or where in the case of a partially executed instruction, any part of any such instruction has not been executed), it shall be deemed to lapse at the expiry of the trading date specified in any such instruction or the first working day thereafter in the market where the instruction is to be executed if it is a public holiday in that market on the date of instruction. Any other instruction for the purchase or sale of any Security will be effective until cancelled by the customer. If on the date of instruction it is a public holiday in the relevant market, the Bank will execute instructions in the relevant market on the first working day thereafter.

- 2.3 Any instruction for the purchase or sale of any Security for execution on the date of instruction must be received before any relevant “cut off” time in respect of any relevant exchange or market or as advised by the Bank to its customer.

- 2.4 In respect of any instruction for the purchase or sale of any Security, the Bank shall apply such reasonable currency rate of exchange as it thinks fit.

- 2.5 Neither the Bank nor its Agents shall be liable to me/us for any loss or damage of whatever nature suffered by me/us as a result of or in connection with any act, omission or insolvency of its Agents (including, with respect to the Bank, a Clearing Broker) provided that the Bank or its Agents, as the case may be, has exercised such care in appointing the Agents as it would employ for its own business.

### **3. Dealing Practices**

Prices of Securities may be provided by various market information providers. While the Bank and the Information Providers endeavour to ensure the accuracy and reliability of the prices quoted, no guarantee as to their accuracy is given and no liability (whether in tort or contract or otherwise) is accepted for any loss or damages arising from any inaccuracies or omissions.

### **4. Representations, Warranties and Undertakings**

4.1 I/We hereby warrant and represent and undertake to the Bank in the following terms:

- (a) I am/We are not at the time the One Account is opened, and will not at any time during the continuance of the One Account, hold in such account or effect transactions through such account, Securities of any company with Securities traded in any applicable overseas market in which I am/we are:
  - (i) direct or indirect owner or beneficial owner (which would include the power to vote shares pursuant to trust or other instrument) of 5% or more than 5% of any class of voting Securities of the company;
  - (ii) in a direct or indirect management or other decision-making position in the company;
  - (iii) closely-related to (spouse, parent, sibling, in-law), financially dependent on, or the primary financial support for, any person who owns directly or indirectly outright or through beneficial ownership 5% or in excess of 5% of any class of voting Securities in such company or holds a management or other decision-making position in such company; or
- (iv) a member of a formal or informal group that acting together will control 5% or more than 5% of any class of voting Securities of such company.

### **5. Transaction Confirmations and Statements**

5.1 To facilitate my/our receipt of the transaction confirmations, account statements or other documents through e-mail, internet or other electronic means from the Clearing Broker, I/we authorize the Bank to do all such acts on my/our behalf to register me/us with the Clearing Broker for receipt of electronic confirmations, statements or other documents and to sign and complete all related documents and procedures on my/our behalf. I/We agree to maintain an e-mail address to receive the electronic confirmations, statements or other documents from the Clearing Broker. I/We also agree to be bound by all the terms and conditions prescribed by the Clearing Broker in relation to such electronic transmission.

5.2 I/We acknowledge and agree that the transmission of the transaction confirmations, account statements or other documents by electronic means by the Clearing Broker will be considered personal delivery to me/us, whether or not I/we actually receive them, and I/we will no longer receive them in paper form via regular mail.

### **6. Miscellaneous**

6.1 To the extent permitted under the applicable laws, I/we agree that in addition to the Bank's rights under these Specific Terms and Conditions and the General Terms and Conditions, the Clearing Brokers are third party beneficiaries of each of my/our representations, warranties, acknowledgements and covenants under these Specific Terms and Conditions and the General Terms and Conditions as if these representations, warranties, acknowledgements and covenants were made directly by me/us to the Clearing Broker. The Clearing Broker may in its own name and for its own benefits directly enforce its rights expressed to be given to it under these Specific Terms and Conditions against me/us and may in its own name and for its own benefits directly enforce its rights expressed to be given to the Bank under the General Terms and Conditions against me/us.

6.2 If the customer is domiciled and/or resident in a country where there are any restrictions on the customer's purchase of any Security which in the opinion of the Bank renders termination necessary or advisable in the interests of the Bank, the Bank may at its discretion:

- (a) cancel any outstanding instruction(s) given by the customer;
- (b) close any outstanding contracts entered into on behalf of or with the customer;
- (c) without prior notice to the customer, set-off or withhold any monies held to the credit of the One Account or resulting from the sale of any Security in respect of any other monies due, owing or payable to the Bank by its customers of whatever nature, including all sums payable pursuant to these Overseas Trading Terms; or
- (d) without prior notice to the customer, combine or consolidate the One Account with any other account(s) held by the customer with the Bank.

## Schedule 3 of Part 2

### China Connect Supplemental Terms and Conditions

The Bank may provide trading services in relation to China Connect Securities via China Connect from time to time. By giving the Bank instructions in relation to such trades, I/we agree and will be deemed to have agreed to be bound by these China Connect Terms and acknowledge that I/we have read and understood the Risk Disclosure Statements and Other Information set out in Section G of Part 5.

These China Connect Terms amend and are supplemental to, and are without prejudice to, the Existing Terms, and constitute the Specific Terms and Conditions as referred to in the General Terms and Conditions. In the event of any inconsistency between these China Connect Terms and the Existing Terms, the provisions of these China Connect Terms shall prevail.

#### 1. Definitions

Capitalised terms used herein (and where applicable, in Section G of Part 5) will have the meanings given below or otherwise in the Existing Terms.

**"A Shares"** means any securities issued by companies incorporated in Mainland China which are listed and traded on Mainland China A Share markets (Shanghai and Shenzhen) and not on the SEHK.

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

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

**"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 Authorities"** means the regulators which regulate China Connect and activities relating to China Connect, including without limitation, the CSRC, PBOC, SAFE, SFC and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of China Connect.

**"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 Laws"** means the laws and regulations of Hong Kong and Mainland China from time to time in respect of China Connect or any activities arising from China Connect.

**"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 Rules"** means any rules, policies or guidelines published or applied by any China Connect Authority or China Connect Entity from time to time in respect of China Connect or any activities arising from China Connect.

**"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.

**"China Connect Terms"** means these China Connect Supplemental Terms and Conditions, as may be amended, updated and/or supplemented from time to time.

**"ChinaClear"** means China Securities Depository and Clearing Corporation Limited.

**"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.

**"Client Information"** has the meaning given in Clause 11.1.

**"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.

**"Client Securities Rules"** means the Securities and Futures (Client Securities) Rules (Cap 571H of the Laws of Hong Kong).

**"Client Transaction"** has the meaning given in Clause 11.1.

**"CSRC"** means China Securities Regulatory Commission.

**"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.

**"Exchange Participant"** has the meaning given by the rules of the SEHK.

**"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 One Account).

**"Forced-sale Notice"** has the meaning given in Clause 9.1.

**"H Shares"** means any securities issued by companies incorporated in Mainland China and listed on the SEHK.

**"HKEx"** means the Hong Kong Exchanges and Clearing Limited.

**"HKSCC"** means the Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of HKEx.

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

**"Mainland China Listco"** has the meaning given in Clause 15 of Section G of Part 5.

**"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.

**"Market Data Information"** means the market data information referred to in Annex 1 hereto.

**"Non-trade Transfer"** means a transfer of China Connect Securities which involves a change in the beneficial ownership of the China Connect Securities and which is not conducted through the China Connect Service and executed on the China Connect Market.

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

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

**"Renminbi"** or **"RMB"** means the lawful currency of Mainland China, deliverable in Hong Kong.

**"SAFE"** means the State Administration of Foreign Exchange.

**"SEHK"** means The Stock Exchange of Hong Kong Limited.

**"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 authorised as an automated trading service provider under the SFO and licensed under applicable laws in Mainland China to provide the order-routing service under China Connect.

**"SFC"** means the Securities and Futures Commission.

**"SFO"** means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

**"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"** means the Shanghai Stock Exchange.

**"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.

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

**"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.

## 2. Eligible Investors

I/We represent and undertake on a continuing basis, including without limitation on the first date that these China Connect Terms are effective and on each date that I/we place an order or give an instruction in respect of China Connect Securities under these China Connect Terms, that:

- (a) (i) I am/we are not a Mainland China Resident/Mainland China Residents or an entity/entities incorporated or registered under the laws of Mainland China, (ii) if I am/we are a Mainland China Resident/Mainland China Residents, I am/we are using funds lawfully owned by me/us and located outside Mainland China to make investments in China Connect Securities or (iii) if I am/we are an entity/entities incorporated or registered under the laws of Mainland China, my/our investment in China Connect Securities has been conducted pursuant to a program (including the Qualified Domestic Institutional Investor Program, if applicable) approved by, or any other approval of, any competent Mainland China regulator;
- (b) My/our investment in China Connect Securities does not violate the laws and regulations of Mainland China, including those in relation to foreign exchange control and reporting; and

- (c) I/We shall trade ChiNext Shares only when I am/we are and, in the 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.

### **3. Compliance with China Connect Laws and China Connect Rules**

- 3.1 Any trading in China Connect Securities will be subject to all China Connect Laws and China Connect Rules, certain of which are referred to in Section G of Part 5.
- 3.2 These China Connect Terms highlight certain key features of China Connect as of the date hereof. The Bank is not liable for any inaccuracies or misstatements in the information set out in Annex 1 hereto and Section G of Part 5. These China Connect Terms do not purport to cover all China Connect Laws and China Connect Rules. I/We understand that I/we shall be fully responsible for understanding and complying with all China Connect Laws and China Connect Rules and for any consequences of Northbound trading. The Bank will not, and does not intend to, advise me/us on any China Connect Laws or China Connect Rules. For further information, I/we shall refer to the web pages on the HKEx website and the SFC website relating to China Connect from time to time and other relevant sources.
- 3.3 The Bank shall have the right to apply any procedures or requirements in respect of any trading of China Connect Securities through China Connect which it determines in its absolute discretion to be necessary or desirable for the purpose of any China Connect Laws, China Connect Rules or market practice. Neither the Bank nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from such procedures or requirements.
- 3.4 The Bank may, in its absolute discretion, refuse to execute any instruction given by me/us, if (for example, and without limitation):
- 3.4.1 such instruction is not compliant with any China Connect Laws or China Connect Rules or if the Bank reasonably believes that such instruction may not be compliant with any China Connect Laws or China Connect Rules or if the Bank is required by the SEHK not to accept such instruction;
  - 3.4.2 without prejudice to my/our obligations in Clause 7 (*Compliance with Pre-Trade Checking Requirement*), in respect of any instruction to make a Northbound sell order, the Bank determines in its absolute discretion that I/we do not have sufficient securities at the time of such order instruction to settle the delivery obligation or if submission of the order would cause the Bank to be in breach of the Pre-Trade Checking requirements or related requirements under the China Connect Rules or China Connect Laws; or
  - 3.4.3 in respect of any instruction to make a Northbound buy order, the Bank determines in its absolute discretion that I/we do not have sufficient funds to settle the payment obligation in respect of such order on the settlement day.

Neither the Bank nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from such refusal.

- 3.5 Without limitation to the foregoing, the Bank may in its absolute discretion suspend, terminate or limit my/our ability to access the China Connect through the Bank without advance notice to me/us, including but not limited to where requested or directed by a China Connect Authority.
- 3.6 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 assess 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.

### **4. Risk Disclosure Statements and Acknowledgement**

I/We acknowledge the following by instructing the Bank in respect of any transaction relating to China Connect Securities.

- 4.1 I/We acknowledge that I/we have read and understood the risk disclosure statements and other information set out in Section G of Part 5 and that I/we understand my/our obligations set out in such Section G including any consequences of a breach of China Connect Laws or China Connect Rules.

- 4.2 I/We acknowledge that there is a risk of prohibition from trading China Connect Securities and that my/our instructions to trade China Connect Securities may not be accepted.
- 4.3 I/We acknowledge that neither the Bank nor any Related Person shall be liable for any loss, liability or third party claim or demand that I/we may suffer directly or indirectly as a result of any action or inaction by the Bank or any Related Person in connection with the provision of trading services in respect of China Connect Securities to me/us by the Bank including, without limitation, the materialisation of any of the risks described in Section G of Part 5.
- 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 any 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.
- 4.8 I/We acknowledge that, prior to the Bank informing me/us that a Northbound buy order instructed by me/us has been settled, I/we shall not instruct a Northbound sell order in respect of the China Connect Securities which are the subject of such Northbound buy order.
- 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).
- 4.10 I/We acknowledge and accept responsibility for paying all fees, charges, levies and taxes and shall comply with any filing or registration obligations as may be required under any China Connect Laws or China Connect Rules relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities.
- 4.11 I/We acknowledge and accept that the Bank will be subject to recordkeeping requirements under the China Connect Rules and may therefore retain records (including telephone and electronic communications and account information) in relation to my/our Northbound orders and trading for 20 years or as otherwise required under the China Connect Rules or the China Connect Laws.
- 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).

## **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.

## **6. Order Handling**

- 6.1 The Bank will handle client orders fairly. The Bank may aggregate my/our Northbound orders with the Northbound orders of any other client or of its affiliates when the Bank processes such orders. This may sometimes operate to my/our disadvantage and, because of the quota restrictions described in Section G of Part 5, may result in my/our order only being partially executed or not at all.
- 6.2 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.

## **7. Compliance with Pre-Trade Checking Requirements**

- 7.1 I/We undertake that I/we will comply with any requirements relating to Pre-Trade Checking mandated by the China Connect Authorities, the China Connect Entities or as notified to me/us by the Bank.
- 7.2 In addition, I/we undertake to ensure there are sufficient available China Connect Securities in my/our account by the applicable cut-off time (as notified to me/us by the Bank from time to time) to cover any proposed sell order given on the relevant Trading Day.
- 7.3 If the Bank considers that I/we do not for whatever reason have sufficient available China Connect Securities in my/our account to settle a sell order by the applicable cut-off time (as notified to me/us by the Bank from time to time) the Bank may in its absolute discretion:
- 7.3.1 reject my/our sell order (in whole or in part);
  - 7.3.2 use any China Connect Securities in the designated CCASS stock account(s) which the Bank holds for itself or on behalf of its other customers to fulfil the Pre-Trade Checking requirement in respect of my/our sell order, in which case I/we shall reimburse the Bank for any costs, losses or expenses which the Bank incurs as a result of buying in or otherwise sourcing the amount of China Connect Securities which I/we have failed to deliver in respect of my/our sell order on such terms and at such price (including any associated fees and expenses) and at such time as the Bank shall determine in its absolute discretion; or
  - 7.3.3 perform any other act which the Bank considers necessary or desirable to comply with Pre-Trade Checking and/or relevant China Connect Laws or China Connect Rules and to cover my/our shortfall (including but not limited to applying any other China Connect Securities available to the Bank from other sources).
- 7.4 In addition, the Bank may in its absolute discretion reject my/our sell order (in whole or in part) if for any other reason the Bank considers that there is or may be non-compliance with any China Connect Laws or China



Connect Rules. Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre-Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by me/us.

- 7.5 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.

## **8. Settlement and Currency Conversion**

- 8.1 As all Northbound trading is effected and settled in Renminbi, if the Bank does not receive sufficient Renminbi before settlement of a Northbound buy order to settle such purchase of China Connect Securities, settlement may be delayed and/or fail and I/we may not acquire title to, or become entitled to sell or transfer the relevant China Connect Securities. Where the Bank holds any funds on my/our behalf, if there are insufficient Renminbi funds to settle any Northbound buy order or other payment obligation in connection with China Connect, I/we authorise the Bank to convert any funds in any other currency which the Bank holds on my/our behalf into Renminbi for the purpose of settlement thereof.
- 8.2 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.
- 8.3 I/We agree that in the event that I/we fail to settle in a timely manner any payment obligation in relation to an instruction to purchase China Connect Securities, the Bank has the right to immediately and without prior notice to me/us take such action as the Bank considers appropriate to reduce or eliminate any loss or liability that the Bank suffers or may suffer (including but not limited to taking any steps to sell, realize, dispose of or otherwise deal with the relevant China Connect Securities) and that I/we shall indemnify and hold the Bank harmless for any liabilities, expenses or other losses the Bank may incur in exercising the foregoing right. I/we further agree that the Bank shall have no liability to me/us for any loss, diminution in value or other damages whatsoever for any action or inaction of the Bank or its agents pursuant to this Clause.
- 8.4 Notwithstanding any provisions in the Existing Terms, where the Bank determines that there is insufficient liquidity in RMB to settle any buy orders, the Bank may, in its sole and absolute discretion, reject my/our instructions to place such buy order.

## **9. Sale, Transfer and Disorgement**

- 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.
- 9.2 In relation to any Forced-sale Notice, I/we authorise the Bank to sell or arrange for the sale of such China Connect Securities on my/our behalf at such price and on such terms as the Bank may determine in its absolute discretion if I/we fail to comply in a timely manner with a Client Forced-sale Notice, to the extent necessary to comply with all China Connect Laws and China Connect Rules.
- 9.3 Where China Connect Securities owned by me/us that are the subject of a Client Forced-sale Notice have been transferred from the holding of the Clearing Participant that settled the relevant Northbound buy order (the “**Original CP**”) to another Clearing Participant or custodian (the “**Recipient Agent**”), I/We authorise the Bank to provide instructions to the Recipient Agent on my/our behalf to return the relevant China Connect Securities to the Original CP for sale and liquidation in accordance with all China Connect Laws and China Connect Rules. I/we also undertake to inform the Recipient Agent of such authorisation and, where required, I/we undertake to instruct the Recipient Agent to act accordingly.
- 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 Clause 16 (*Short Swing Profit Rule*) of Section G of Part 5.
- 9.5 In addition to the above, I/we authorise the Bank to sell, transfer or carry out any other action in relation to China Connect Securities owned by me/us if the Bank is instructed to do so by any China Connect Authority

or if the Bank otherwise determines in its absolute discretion that it is necessary or desirable to do so in order to comply with any China Connect Laws or China Connect Rules.

- 9.6 Neither the Bank nor any Related Person shall have any liability for any losses or risks which may result directly or indirectly from any actions taken by the Bank or any Related Person in respect of this Clause.

## **10. Custody**

### **10.1 Applicability**

This Clause is only applicable when I/we have delivered to the Bank the China Connect Securities in relation to Pre-Trade Checking under the China Connect Rules and China Connect Laws.

### **10.2 Nature of custodial services**

- 10.2.1 I/We acknowledge that the Bank is offering me/us custodial services in relation to Pre-Trade Checking under the China Connect Rules and China Connect Laws. The provisions in this Clause 10 are without prejudice to any agreements I/we may have with the Bank's affiliates providing me/us with custodial services.
- 10.2.2 I/We acknowledge that the Bank conducts business in China Connect Securities for other clients and for its own account.
- 10.2.3 I/We shall be solely responsible for all filings, tax returns and reports of any transaction in respect of or relating to China Connect Securities held under this Clause 10, as may be required by any relevant authority, whether government or otherwise.

### **10.3 Establishment of custody account**

- 10.3.1 I/We authorise the Bank to establish on its books a custody account or accounts (the "**Custody Account**") for the receipt, safekeeping and maintenance of China Connect Securities.
- 10.3.2 The Bank will determine in its reasonable discretion whether to accept in the Custody Account any proposed delivery of China Connect Securities.

### **10.4 Custodial procedures**

- 10.4.1 The Bank will be under no obligation to credit China Connect Securities to the Custody Account before its receipt of such China Connect Securities by final settlement.
- 10.4.2 If the Bank receives one or more instructions to deliver from the Custody Account an amount of China Connect Securities exceeding those credited to the Custody Account, the Bank may reject any such instruction or elect to perform any instruction in whole or in part, and in any order.
- 10.4.3 I/We acknowledge that deliveries of China Connect Securities and payments therefor may not be simultaneous. Accordingly, if the Bank receives an instruction to deliver China Connect Securities against payment or to pay for China Connect Securities against delivery, the Bank may make or accept payment for or delivery of China Connect Securities in accordance with relevant market practices and/or rules and/or applicable law or regulation.
- 10.4.4 The Bank shall make payment for and/or receive or deliver China Connect Securities only upon receipt of and in accordance with specific instructions (except as otherwise specifically provided in these China Connect Terms).
- 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.

10.4.7 In circumstances where the Bank has not, after using reasonable endeavours, been able to (a) re-deliver to me/us or to my/our usual custodian any such China Connect Securities, or (b) deliver or pay to me/us or my/our usual custodian or bank any such distribution or payment, including, for example, and without limitation, where (a) I/we fail to provide such instructions upon our reasonable request and/or (b) my/our usual custodian refuses to accept any such delivery of China Connect Securities or payment, I/we authorise the Bank in its absolute discretion to sell, liquidate or otherwise dispose of the relevant China Connect Securities and to transfer the sale, liquidation and/or disposal proceeds and/or any distribution or payment to my/our usual bank account or, if there is no bank account, to an account established for me/us by the Bank with a third party bank selected by the Bank in its absolute discretion pending instructions for payment to my/our preferred account.

10.4.8 The Bank shall have no obligation whatsoever to collect or receive or take any other action (including attending any general meeting and/or exercising any voting rights) in relation to any payment or distribution in respect of China Connect Securities for my/our account or to notify me/us of the existence of or the terms of any notice, circular, report, announcement or similar corporate action in respect of China Connect Securities. I/We acknowledge that in certain circumstances, including, without limitation, as a result of any China Connect Laws or China Connect Rules, it may be difficult, impracticable or impermissible for HKSCC or its nominee (and for the Bank or me/us) to exercise any rights or entitlements or to participate in any actions, transactions or other matters in respect of China Connect Securities. If the Bank makes any such collection or receipt, takes any such action or gives me/us any such notification or takes any action pursuant to any such notification, the Bank shall not have:

- (i) any liability in respect of any inaccuracies or delays; and
- (ii) any obligation to continue or repeat any such action.

#### 10.5 Pooling/sub-custodians/clearance systems

10.5.1 The Bank may pool China Connect Securities and treat them as fungible with the same China Connect Securities of other clients. The Bank may at any time allocate equivalent China Connect Securities to me/us and shall not be bound to return to me/us the original China Connect Securities delivered to the Bank.

10.5.2 The Bank may deposit China Connect Securities with any sub-custodian or with any clearance system as required by law, regulation or market practice, and are not responsible for performance by or monitoring of any sub-custodian or by any clearance system or its practices. In addition, the Bank shall not be liable for any act or omission by, or the insolvency of, any clearance system. In the event I/we incur a loss due to the negligence, wilful default, or insolvency of any clearance system, the Bank will make reasonable endeavors, in its discretion, to seek recovery from the relevant clearance system, but the Bank will not be under any obligation to institute legal proceedings, file any proof of claim in any insolvency proceeding, or take any similar action.

#### 10.6 Confirmations

10.6.1 I/we confirm that during the subsistence of these China Connect Terms:

- (i) I/We have authority to deposit and hold China Connect Securities in the Custody Account and there is no claim or encumbrance that will or may adversely affect any delivery of China Connect Securities; and
- (ii) if I/We act as an agent for any of my/our own customers, whether or not expressly identified to the Bank at any time, no such customer shall be or be considered a customer or indirect customer of the Bank, and my/our obligations under these China Connect Terms are as principal.

10.6.2 I/we will, promptly on the Bank's request, execute such documents and do such acts and things as the Bank may require in order to perform its obligations under these China Connect Terms or otherwise to comply with the China Connect Rules or China Connect Laws.

#### 10.7 Custodial duties and liabilities

10.7.1 The Bank shall have only those duties expressly provided in these China Connect Terms. The Bank shall have no fiduciary duties or other implied duties or obligations whatsoever.

- 10.7.2 The performance by the Bank of its duties is subject to:
- (i) all relevant local laws, regulations, decrees, orders and government acts;
  - (ii) the rules, operating procedures and practices of any relevant stock exchange, clearance system or market; and
  - (iii) any event or circumstance beyond its reasonable control.
- 10.7.3 In respect of any custodial services described in this Clause 10:
- (i) the Bank will not be liable for any loss or damage suffered by me/us unless such loss or damage results from its negligence, wilful misconduct or fraud;
  - (ii) the Bank shall not be liable for consequential loss or damage (including, without limitation, lost profits) in any circumstances, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to the Custody Account or its services hereunder; and
  - (iii) in the case of negligence or wilful misconduct its liability shall not exceed the replacement cost or the market value of the relevant China Connect Securities at the relevant time (whichever is lower).
- 10.7.4 The Bank may establish cut-off times for receipt of instructions. If the Bank receives an instruction after an established cut-off time, the Bank may regard the instruction as having been received on the following Trading Day and act on it accordingly.

## 10.8 Interest

No interest will be payable on my/our Custody Account.

## 10.9 Lien

In addition to any other remedy the Bank may have, the Bank shall have a continuing general lien on all China Connect Securities held for me/us or my/our account, for all amounts due or owing by me/us to the Bank.

## 11. Client information

- 11.1 **Retention of records:** If I/we instruct the Bank to effect a Northbound transaction in China Connect Securities on behalf of my/our client (a "**Client Transaction**"), I/we shall retain for a period of not less than 20 years (or such other period as the Bank may instruct me/us in accordance with China Connect Laws or China Connect Rules) records of any client instructions and account information in relation to the Client Transaction (such records the "**Client Information**").

- 11.2 **My/our client acting as intermediary:** If I/we instruct the Bank to effect a Client Transaction and I am/we are aware that my/our client is acting as an intermediary (either directly or indirectly through other intermediaries) for another person who is the beneficial owner of the Client Transaction, I/we undertake and confirm that I/we have arrangements in place:

- 11.2.1 requiring my/our client to retain or procure the retention of the Client Information in relation to the beneficial owner of the Client Transaction for the period specified in Clause 11.1; and
- 11.2.2 which entitle me/us to obtain and disclose the Client Information in relation to the beneficial owner upon request and within the required time limit specified by the Bank, or procure that it be so obtained and disclosed.

- 11.3 **Disclosure of information to China Connect Authority:** If the Bank receives an enquiry from any China Connect Authority in relation to a Client Transaction, I/we shall, upon request and within the time limit specified by the Bank, disclose to the Bank or to the relevant China Connect Authority the Client Information, or procure such disclosure, in relation to the beneficial owner of the Client Transaction.

## 12. Indemnity

In addition and without prejudice to any of its rights under the Existing Terms, I/we will indemnify the Bank, the custodial agent and any of their directors, officers and employees (together, the "**Indemnified Parties**") on a full indemnity basis against any claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever arising directly or indirectly from the Indemnified Parties providing any services to me/us in respect of my/our trading or investment in China Connect Securities, including, without limitation, to (a) any Taxes resulting from any trading or holding of China Connect Securities in relation to China Connect, (b) the materialisation of any risk referred to in Section G of Part 5, (c) any legal costs which any of the Indemnified Parties may incur in connection with any instruction given by me/us, (d) any fees or

expenses payable to any clearance systems arising from the holding of China Connect Securities or (e) any costs incurred in connection with Clause 9 (*Sale, Transfer and Disgorgement*) above.

### **13. Fees and Taxation**

- 13.1 I/We shall be responsible for paying all Taxes, and I/we shall be required to comply with any filing or registration obligations, in each case as may be required under any China Connect Laws or China Connect Rules relating to any China Connect Securities and any dividends or entitlements in respect of such China Connect Securities.
- 13.2 In the event the Bank is required under China Connect Laws or China Connect Rules to pay any Taxes, the Bank may notify me/us whenever necessary and request that I/we provide the Bank with relevant information as the Bank may deem necessary to fulfill its obligations. I/We must provide to the Bank, promptly on such request, such information and documents such as but not limited to costs of my/our purchase of the China Connect Securities, my/our and/or any underlying beneficial owner's tax status or residence. The Bank may withhold or deduct relevant Taxes from any amount due to me/us and I/we will remain liable for any shortfall.
- 13.3 In the event the Bank does not receive any requested information from me/us within a reasonable period of time to fulfill its obligations, the Bank shall be forthwith entitled in our absolute discretion, without further notice or demand to me/us, to satisfy any obligation of the Bank or me/us to pay or account for any amounts in respect of any Taxes by selling, realizing or otherwise dealing with, in such manner as the Bank in its absolute discretion may determine, all or part of any property held by the Bank for any purpose in any of my/our accounts held with the Bank, and to apply the proceeds in reduction of all or part of my/our liability to any tax authority or the Bank.
- 13.4 The Bank shall have no responsibility to verify the accuracy of the information provided by me/us and is entitled to rely on such information to fulfil the Bank's or my/our obligations.
- 13.5 The Bank shall have no liability whatsoever for the lack of any tax relief, or any failure to obtain the benefit of any tax credit.

### **14. Liability**

Notwithstanding any other provision in these China Connect Terms, neither the Bank nor any Related Person shall be responsible for and shall have no liability to me/us for any damage, liability or loss (including loss of profit) unless such damage, liability or loss is a direct result of the Bank's or a Related Person's fraud, wilful default or negligence.

### **15. 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.

### **16. Miscellaneous**

- 16.1 I/We will pay fees, charges and expenses in respect of these China Connect Terms in accordance with the Bank's fee scale from time to time in force.
- 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.

- 16.5 If any provision in these China Connect Terms shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.
- 16.6 No failure or delay by either party in exercising any right or remedy provided under these China Connect Terms shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. Any waiver of a breach of these China Connect Terms shall not constitute a waiver of any subsequent breach.
- 16.7 The Bank may at any time vary, delete, replace, add or amend these China Connect Terms upon prior written notice to me/us in accordance with the requirements of applicable codes and guidelines.

## **17. Governing Law and Jurisdiction**

- 17.1 These China Connect Terms shall be governed by Hong Kong law.
- 17.2 The parties agree to submit to the exclusive jurisdiction of the Hong Kong courts in relation to any dispute arising under or in connection with these China Connect Terms.

## **18. Market Data Information**

- 18.1 Where I/we receive any Market Data Information from the Bank and/or any Related Person, I/we agree as follows:
- (a) I/we shall use the Market Data Information only as an end-user and shall not disseminate the Market Data Information to any person or grant any person any access to the Market Data Information, whether free of charge or otherwise;
  - (b) I/we shall not use or permit the use of the Market Data Information for any illegal purpose;
  - (c) I/we shall not use the Market Data Information for index computation and compilation or as the basis for any tradable derivative product;
  - (d) subject to Clause 18.1(c), I/we shall use the Market Data Information only for my/our own purposes, in the ordinary course of my/our own business (which shall not include the dissemination of Market Data Information to any persons or third parties, whether on a for-profit basis or otherwise), or for the purpose of enabling my/our software system suppliers to develop, connect or apply relevant software solutions;
  - (e) 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;
  - (f) I/we acknowledge that the SEHK, its holding company and/or any subsidiaries of such holding company endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions; and
  - (g) the Bank and/or any Related Person, by disseminating or making available any Market Data Information received from the SEHK to me/us, does not warrant or represent the accuracy or reliability of any Market Data Information or accept any responsibility (whether in tort or contract or otherwise) with respect to any loss or damage caused to me/us or any third parties arising from any inaccuracy or omission in or of the Market Data Information.

# Annex 1 of Schedule 3 of Part 2: Market Data Information

Tag ID	Tag Description*	General Description of Information in respect of China Connect Securities
2035B	SCTY-CODE	Stock Code
99160	LATEST-TRADE-PRICE	Latest Price
99649	OPENING-PRICE	Opening Price
99509	BEST-BID-PRICE	Current Bid Price
99517	NUM-OF-SHARE-BID	Number of Shares at Current Bid
99510	BEST-ASK-PRIC	Current Ask Price
99518	NUM-OF-SHARE-ASK	Number of Shares at Current Ask
99249	SHARE-TRADED	Shares Traded
99304	TURNOVER	Turnover
99090	HIGHEST-TRADE-PRICE	High Price
99131	LOWEST-TRADE-PRICE	Low Price
99213	PREV-CLOSING-PRICE	Previous Close Price
99560	SUSP-FLAG	Suspend Flag

*\*Tag ID and Tag Description as per China Connect Open Gateway interface specification for the broker supplied system (BSS)*

### **Part 3: Specific Terms and Conditions for investments in Unit Trusts, Mutual Fund Schemes, Asset Linked Investment Products and other investment products**

The provisions in this Part 3 shall, unless otherwise expressly stated, apply to Investment transactions relating to Unit Trusts, Mutual Fund schemes, asset linked investment products and other investment products which are not covered by Part 2 or Part 4.

#### **1. Investment Transactions**

- 1.1 The Bank is hereby authorized, subject to the relevant Offering Document, to purchase, subscribe, apply for, redeem, sell, switch or otherwise dispose of Investments as my/our agent or principal and for my/our account. However, the Bank shall be entitled, at its discretion (such discretion not to be exercised in an unreasonable manner), to refuse to accept any instruction for the same and shall not be obliged to give reasons for such refusal and shall not be liable to me/us for any loss whatever arising out of or in connection with its not accepting or acting on these instructions or omitting to notify me/us save in the event of fraud or wilful default on the part of the Bank. Any order placed shall be subject to the final confirmation of the management company, distribution agent, issuer or distributor of the relevant Investment.
- 1.2 Any purchase, application, subscription, redemption, sale, switching or disposal of Investments will be effected subject to the Offering Document of the relevant Investment. I/We shall read and understand such Offering Document before giving any instruction to the Bank in relation thereto.

#### **2. Dealing Practices**

- 2.1 Request to cancel or amend an instruction is only possible before it has been executed and is subject to acceptance by the Bank (the Bank shall not refuse to accept such a request unless on reasonable grounds). In the case of full or partial execution of any instruction before the request for cancellation has been accepted by the Bank, I/we agree to accept full responsibility for the transactions. Instructions are good until accepted by the Bank for cancellation or amendment.
- 2.2 It is my/our responsibility to check with the Bank as to whether any of my/our instructions has been executed. Following execution of an instruction for any transaction relating to the One Account, the Bank will send me/us a confirmation of transaction within 2 business days and thereafter in respect of Investments which the Bank is required by any applicable laws, regulations or codes of practice to do so, periodic statements summarizing the transactions effected through the One Account over the period covered by the periodic statement. Save and except for such confirmations of transaction and periodic statements, the Bank shall not be obliged to notify me/us separately as to whether my/our instruction has been executed.
- 2.3 The Bank is entitled to:
  - (a) not execute any instruction for purchase, application or subscription transaction unless I/we have made available to the Bank cleared funds in the One Account of an amount which is, in the opinion of the Bank, sufficient to cover the relevant purchase, application or subscription amount together with the relevant charges and expenses liable to be incurred in connection with such purchase, application or subscription; and
  - (b) not execute any instruction for redemption, sale or switching transaction unless I/we have deposited the relevant Investment with the Bank in an account designated by Bank for that particular Investment before giving the relevant instruction.
- 2.4 I/We hereby undertake not to withdraw from the One Account the amount which is, in the opinion of the Bank, sufficient to cover the purchase, application or subscription amount together with the relevant charges and expenses after I/we have given an instruction for purchase, application or subscription transaction.
- 2.5 The Bank is entitled to withdraw at its discretion on the transaction date or settlement date of a purchase, application or subscription transaction a sufficient amount from the One Account to settle the relevant purchase, application or subscription amount together with the relevant charges and expenses liable to be incurred in connection with such transaction.
- 2.6 I/We will reimburse any premiums which I/we may be required to pay and for any losses, reasonable costs, fees and expenses (including reasonable legal expenses on a full indemnity basis) in connection with my/our settlement failure.
- 2.7 All currency exchange risks in respect of any transactions, settlement, actions or steps taken by the Bank hereunder will be borne by me/us.
- 2.8 I/We agree that any Investment deposited with the Bank by me/us or purchased, applied or subscribed for by the Bank for the One Account may, at the absolute discretion of the Bank, either be treated as fungible and pooled like with the other investments held by its customers or specially allocated to the One Account. I/We agree that in the event of any dividends or other distributions or benefits accruing, or any losses however



arising being suffered, in connection with any given Investments held like with like, the One Account shall be credited for such dividends, distributions or benefits made to me/us as soon as practicable (subject to actual receipt of such dividends, distributions or benefits by the Bank) or, as the case may be, the One Account shall be debited with such loss.

- 2.9 The Bank shall not be obliged to endeavor to procure the registration of any transfers of Investment received by the Bank for the credit of the One Account.
- 2.10 Any Investment deposited by me/us with the Bank or purchased, applied or subscribed for by the Bank on my/our behalf, and held by the Bank for safe-keeping shall be registered by the Bank in the name of the Bank's nominee.
- 2.11 Unless otherwise required by any applicable laws, regulations, codes of practice or contractual obligations to do so, the Bank or its nominee shall not be obliged to forward any notices, proxies, prospectuses, offering memoranda, annual reports, or other documents or communications in respect of my/our Investments to me/us. Notwithstanding the aforesaid, if the Bank or its nominee at its discretion determines that any action is required in respect of such Investment and I/we cannot be contacted or fail to give the Bank punctual or adequate instructions for such action, I/we hereby authorize the Bank or its nominee to act on my/our behalf as its absolute discretion think fit, including without limitation, exercising any voting rights in respect of the Investments of which I am/we are the beneficial owner but which are registered in the name of the Bank's nominee and the Bank and its nominee shall not be liable, in the absence of fraud or wilful default, for such action it may take. I/We undertake to indemnify the Bank and its nominee against all reasonable costs, charges and expenses that may be incurred by them in respect of Investments held by them for safe-keeping in my/our One Account.

## Part 4: Specific Terms and Conditions for Currency-Linked Deposits

The provisions in this Part 4 shall, unless otherwise expressly stated, apply to transactions relating to Currency-Linked Deposits.

### 1. Definitions and Interpretation

In this Part 4 (and where applicable, in Section F of Part 5), the following words and expression shall have the following meanings:

<b>"Business Day"</b>	means any day that is: (a) not a general holiday as specified in or otherwise appointed under the General Holidays Ordinance (Cap 149) of Hong Kong and not declared by the Hong Kong Association of Banks to the effect that banks in Hong Kong are not open to the public due to bad weather conditions such as the hoisting of Typhoon Signal No.8, Black Rainstorm Signal, etc.; or (b) not a bank holiday or a non-business day in the home country or region of the Deposit Currency or Linked Currency;
<b>"Confirmation Advice"</b>	means a confirmation from time to time issued by the Bank to me/us setting out, amongst other things, details (including its deal number, deal date, deposit amount, deposit tenure, deposit start date, deposit maturity date, anticipated settlement dates, Deposit Currency, Linked Currency, Strike Rate, Fixing Date, Fixing Time, Contracted Deposit Rate(s), contracted interest amount and settlement arrangements) of the Currency-Linked Deposit established by me/us with the Bank;
<b>"Contracted Deposit Rate(s)"</b>	means, in respect of any Currency-Linked Deposit, the one or more deposit interest rates specified as such in the relevant Confirmation Advice;
<b>"Currency-Linked Deposit"</b>	means a deposit established under this Part 4, which is a hybrid product comprising a time deposit denominated in its Deposit Currency and an option granting the Bank the right, but not the obligation, to repay the deposit amount together with the interest thereon on its maturity date in its Linked Currency if the conditions set out in Clause 3.2 below are fulfilled;
<b>"Deposit Currency"</b>	means, in respect of any Currency-Linked Deposit, the currency specified as such in the relevant Confirmation Advice;
<b>"Fixing Date"</b>	means, in respect of any Currency-Linked Deposit, the date specified as such in the relevant Confirmation Advice;
<b>"Fixing Rate"</b>	means, in respect of any Currency-Linked Deposit, the spot exchange rate between the Deposit Currency and the Linked Currency at the Fixing Time on the Fixing Date, which shall be in the same basis of quotation as the Strike Rate of the relevant Currency-Linked Deposit, as determined by the Bank in the manner prescribed in Clause 3.4 below;
<b>"Fixing Time"</b>	means, in respect of any Currency-Linked Deposit, the time specified as such in the relevant Confirmation Advice;
<b>"Linked Currency"</b>	means, in respect of any Currency-Linked Deposit, the currency specified as such in the relevant Confirmation Advice;
<b>"Maturity Advice"</b>	means, in respect of any Currency-Linked Deposit, a confirmation issued by the Bank to me/us on or after the Fixing Date setting out, amongst other things, details (including its deal number, deal date, deposit amount, deposit tenure, deposit start date, deposit maturity date, Settlement Date, Deposit Currency, Linked Currency, Strike Rate, Fixing Date, Fixing Time, Contracted Deposit Rate(s), contracted interest amount and settlement arrangements) of the Currency-Linked Deposit;
<b>"Settlement Date"</b>	means, in respect of any Currency-Linked Deposit, the date specified as such on the Maturity Advice; and
<b>"Strike Rate"</b>	means, in respect of any Currency-Linked Deposit, the pre-determined exchange rate specified as such in the relevant Confirmation Advice.

## **2. Establishment of Currency-Linked Deposits**

- 2.1 I/We may from time to time apply to establish one or more Currency-Linked Deposits with such deposit amount, deposit tenure, deposit start date, deposit maturity date, Deposit Currency, Linked Currency, Strike Rate, Fixing Date, Contracted Deposit Rate(s), contracted interest amount and other terms agreed between me/us and the Bank before its establishment.
- 2.2 The Bank reserves the right not to accept any of my/our applications to establish a Currency-Linked Deposit without giving any reason therefor.
- 2.3 I/We will arrange for the deposit amount of any Currency-Linked Deposit to be deposited and maintained in my/our One Account with the Bank as may be advised by the Bank on or before submitting my/our application to establish the relevant Currency-Linked Deposit. I/We undertake not to withdraw the deposit amount so deposited from the Bank at any time on or before the deposit start date of the relevant Currency-Linked Deposit.
- 2.4 The Bank will provide a Confirmation Advice to me/us as soon as possible if it has accepted my/our application to establish a Currency-Linked Deposit.
- 2.5 The Bank will issue a Maturity Advice to me/us on or after the Fixing Date setting out, amongst other things, the details of the settlement arrangements.

## **3. Repayment of Currency-Linked Deposits**

- 3.1 The Bank will pay the deposit amount of any Currency-Linked Deposit together with the interest thereon calculated using the applicable Contracted Deposit Rate in accordance with Clause 3.2 below. Interest on any Currency-Linked Deposit shall accrue on its deposit maturity date. Such interest shall be calculated from the deposit start date to the deposit maturity date on a basis as stated on the Confirmation Advice issued by the Bank.
- 3.2 The Bank will repay the deposit amount together with the interest thereon of any Currency-Linked Deposit to me/us in the Deposit Currency on deposit maturity date. However, the Bank shall have the option, but is not obliged, to repay such deposit amount and interest thereon in the Linked Currency of the relevant Currency-Linked Deposit if the Linked Currency weakens against the Deposit Currency to the extent that the Fixing Rate is above or below - dependent on the choice of the Deposit Currency and Linked Currency and the quotation method used by the Bank at the time of establishment of the relevant Currency-Linked Deposit - the Strike Rate, as specified in the relevant Confirmation Advice. If the Bank elects to repay in the Linked Currency, the deposit amount together with the interest thereon payable by the Bank up to the deposit maturity date shall be converted into the Linked Currency at the Strike Rate of the relevant Currency Linked Deposit as specified in the Confirmation Advice and credited to my/our One Account on the Settlement Date stated on the Maturity Advice. In the event that the Bank exercises its right to repay the deposit amount and the interest on a Currency-Linked Deposit in the Linked Currency, the Settlement of the relevant Currency-Linked Deposit will be conducted on the Settlement Date that is a Business Day, should the Settlement Date fall on a non-Business Day, the relevant settlement will be deferred to the next Business Day on which both currencies can be delivered and settled. For the avoidance of doubt, no interest shall accrue on the period between the deposit maturity date and the Settlement date.
- 3.3 A Currency-Linked Deposit may not be withdrawn at any time before its maturity.
- 3.4 The Bank will refer to such external source(s) of information as it believes in good faith to be appropriate for the purposes of determining the Fixing Rate. Such external source(s) of information may include Reuters screen, Telerate page, reference dealers, option providers, any official government rates or any other sources deemed to be appropriate from time to time by the Bank. Under any circumstances, the determination of the Bank shall be final and conclusive.

## **4. Single and Continuous Agreement**

The provisions in this Part 4 shall be continuous and shall cover all Currency-Linked Deposits which I/we may establish with the Bank from time to time. Unless otherwise agreed, each Currency-Linked Deposit shall be governed by these Terms and Conditions, the General Terms and Conditions and the relevant Confirmation and Maturity Advice. Each Confirmation Advice and Maturity Advice shall be supplemental to and form a part of these Terms and Conditions. In the event of inconsistencies between the Confirmation Advice and Maturity Advice of any Currency-Linked Deposit and these Terms and Conditions, the terms of the Confirmation Advice and Maturity Advice shall prevail insofar as the relevant Currency-Linked Deposit is concerned. At all times, these Terms and Conditions together with the General Terms and Conditions and all Confirmations Advice and issues of Maturity Advice shall constitute the single and only agreement between the Bank and me/us with respect to the Currency-Linked Deposits established by me/us from time to time.

## **5. Market Disruption**

- 5.1 The Bank may upon the occurrence of a Market Disruption Event postpone the Fixing Date of a Currency-Linked Deposit to the first succeeding Business Day on which there is no Market Disruption Event. In the event that the Fixing Date shall be postponed for more than five Business Days, the Bank shall determine the Fixing Rate of the relevant Currency-Linked Deposit in accordance with the conventional market practice. Upon any postponement of the Fixing Date, the deposit maturity date of the relevant Currency-Linked Deposit shall be postponed accordingly. For the avoidance of doubt, no interest shall accrue during such period of postponement.
- 5.2 The Market Disruption Events referred to in Clause 5.1 above are the occurrence or existence of any of the following events on the Fixing Date as specified in the relevant Confirmation Advice:
- (a) it is impossible to convert the Deposit Currency into the Linked Currency and vice versa through customary legal channels;
  - (b) it is impossible to deliver either the Deposit Currency or the Linked Currency from an account outside Hong Kong to an account in Hong Kong;
  - (c) it is impossible to obtain a quotation on the Fixing Rate; and
  - (d) the occurrence of an event which makes it impossible for the Bank to fulfill its obligations under this Part 4.

## **6. Maturity on a non-Business Day**

If the deposit maturity date of the Currency-Linked Deposit falls on a day which is not a Business Day, the deposit shall be deemed to mature on the immediately following Business Day but during such postponed period, interest will accrue at such rate as may be determined by the Bank according to its prevailing practice instead of the Contracted Deposit Rate.

## **7. Termination and Close-out**

- 7.1 The following events are Events of Default under this Part 4:
- (a) failure to satisfy any obligation under the General Terms and Conditions or these Terms and Conditions on my/our part;
  - (b) a bankruptcy or winding-up petition or other similar process is presented, or a resolution is passed to effect the same, in relation to me/us;
  - (c) a receiver, liquidator or trustee or other analogous officer is appointed over all or a material part of my/our assets;
  - (d) an assignment or charge on or any dealing in respect of my/our rights and/or obligations under these Terms and Conditions has been effected (except in favour of the Bank); and
  - (e) the Bank reasonably determines in good faith that there has been a material adverse change in my/our circumstance, business, financial conditions, legal status or capacity.
- 7.2 Upon the occurrence of an Event of Default, the Bank may terminate these Terms and Conditions and any or all Currency-Linked Deposits. The Bank shall notify me/us as soon as practicable after any decision is made to terminate these Terms and Conditions and any or all Currency-Linked Deposits.
- 7.3 If the Bank elects to terminate these Terms and Conditions, the Bank shall reasonably and in good faith calculate the monetary value of all obligations owed by the Bank and me/us under the terminated Currency-Linked Deposits to each other as at the day the Event of Default occurred or such later date as the Bank considers appropriate, whereupon such amount will become payable by the Bank and/or me/us to the other (as the case may be).

## **Part 5: General Risk Disclosure Statement and Disclaimer**

I/We acknowledge and agree that:

- (a) the Bank has advised me/us to read this General Risk Disclosure Statement and Disclaimer carefully. This General Risk Disclosure Statement and Disclaimer forms an integral part of these Terms and Conditions;
- (b) the Bank has explained this General Risk Disclosure Statement and Disclaimer to me/us and I/we have read and fully understand the same;
- (c) the Bank has recommended me/us to obtain independent legal advice before entering into these Terms and Conditions with the Bank;
- (d) this General Risk Disclosure Statement and Disclaimer does not purport to disclose or discuss all of the general risks and other significant aspects of any transaction. I/We should therefore consult my/our own independent legal, tax and financial advisers prior to entering into any particular transaction. It is important for me/us to determine whether any transaction is suitable to me/us and I/we should be aware that this is my/our responsibility; and
- (e) additional risk factors in relation to Investments may be set out in the relevant Offering Documents. I/We should carefully read, understand and consider the risk factors in the Offering Documents before making any investment in the Investments.

Unless otherwise defined, capitalized terms used in this General Risk Disclosure Statement and Disclaimer shall have the same meanings given to them in other Parts.

### **Section A: Risk Disclosure Statements relating to the Services provided under One Account**

#### **1. General Risks**

- 1.1 Investment involves risks. Past performance of investment products are no guide to future performance. The value of investments and the income from them can fluctuate and is not guaranteed. I/we may not get back the amount invest and the worst case will result in loss of the my/our entire investments. Leveraged products may involve the potential to lose more than the entire amount of the my/our investment.
- 1.2 Investments are not appropriate for me/us unless the I am/we are willing or able to accept the risk of adverse movements in the value of investment products and currency exchange rates.
- 1.3 Prior to entering into any Transaction, I/we should familiarize myself/ourselves with all relevant materials including any Offering Document that has been provided to me/us by the Bank which set out material terms, associated obligations, underlying assumptions, pricing basis, product specific risk factors and other relevant information regarding Transactions which the Customer proposes to enter into.
- 1.4 I/We should carefully study and understand the risks involved and consider whether entering into a Transaction is suitable in the light of my/our financial position, experience and investments objectives.
- 1.5 I/We should ensure that I/we fully understands the terms of the investments and any risks involved, and I/we accept any and all risks in connection therewith. I/We have been fully advised to make independent assessment of the risks associated with the entering into of Transactions and the Customer shall seek independent appraisal and/or advice if I am/we are uncertain of or have not understood the product features of any of the investments, any aspect of these risk disclosure statements or the nature of risks involved in making investments, and notwithstanding any materials or information which may be provided by the Bank to the Customer in relation to any investment product, I/we shall consider whether it is a suitable investment.

#### **2. Risk of Investment**

The prices of any investment may fluctuate, sometimes dramatically. The price of an investment may move up or down, and may become valueless as it is likely that losses will be incurred rather than profit made as a result of buying and selling investment product.

#### **3. Risk of Online Trading**

Transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet. There may also be a time lag in transmission of information, instruction and communication via the Internet. This may subject instructions to non-execution, delays or error in execution or execution at prices different from those indicated on the Internet.

#### **4. *Risk of Client Assets Received or Held Outside Hong Kong***

Client assets received or held by the Bank outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from those in Hong Kong (including the Securities and Futures Ordinance and the rules made thereunder). Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

#### **5. *Currency Risk***

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in my/our 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.

#### **6. *Risk of Providing an Authority to Direct Mails to Third Parties***

If I/we provide the Bank with an authority to direct mail to third parties, it is important for me/us to promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

#### **7. *Liquidity and Marketability Risks***

I/We acknowledge and agrees that at certain times or under certain market conditions, I/we may find it difficult or impossible to liquidate a position, to assess value or to determine a fair price. Certain equity or debt Securities and money market instruments and, in particular, structured notes or customized products may not be readily realizable or marketable. There can be no certainty that market traders will be prepared to deal in them, and I/we should be aware that proper information for determining my/our current value may not be available.

#### **8. *Counterparty Issuer and Credit Risk***

- 8.1 I/We should ensure that it is aware of the identity of, and finds acceptable, the contractual counterparty with whom I/we may be matched. As I/we will often be purchasing an unsecured obligation of the counterparty (as opposed to an obligation of a central clearing corporation in the case with exchange traded futures and options), I/we should evaluate the comparative credit risk.
- 8.2 Where I/we purchases a debt instrument, such as a note or a bond, I/we takes the credit risk of both its contractual counterparty as well as the issuer of the debt instrument. I/We should be aware that, depending on the product, the capital protection component of a product can be well under 100% of the capital invested and that capital protection does not mean 100% repayment of the purchase price of every product. Where the redemption price of a product is indicated at 100% (100% capital protection), it should be noted that this represents no guarantee by the issuer or the Bank that 100% of the purchase price of the product will be paid out at maturity. Capital protection only protects me/us from the downside-risk of the Transaction itself but not from the credit risk of the counterparty and the issuer.
- 8.3 If the Bank deals with me/us as counterparty, the Bank will deal with me/us at arms-length. At no time will the Bank be acting as a fiduciary of me/us nor will the Bank accept any fiduciary obligation to me/us. As a counterparty of the Bank, any loss to me/us may be a gain to the Bank.

#### **9. *Deposited Property and Cash***

I/We should also be familiar or familiarize myself/ourselves with the protections accorded to money or other property that I/we deposit for domestic and foreign Transactions, particularly in the event of an insolvency or bankruptcy of the issuer, guarantor (if applicable), custodian or intermediary. The extent to which I/we may recover my/our money or property may be governed by local rules and regulations. In some jurisdictions, property which had been specifically identifiable as my/our own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### **10. *Transaction Costs***

Before making any Transaction or investments, I/we should obtain a clear explanation of all commissions, fees and other charges for which I/we will be liable. My/our net returns from any Transaction or investments would also be affected by the Transaction costs (i.e. commission, fees and other charges) charged by the Bank or third parties and any relevant tax liabilities. These costs must be considered in any risk assessment made by me/us. In some cases, managed Accounts may be subject to substantial charges for management and advisory fees. It may be necessary for those Accounts that are subject to these charges to make substantial trading profits to avoid depletion or exhaustion of their assets.

#### **11. *Liquidity Risk / Early Withdrawal Risk / Cancellation Risk***

Any cancellation or withdrawal prior to maturity is subject to the consent of the Bank and/ or a relevant third party (as may be applicable). With these risks, investors may incur significant costs or losses.

## **12. Early Redemption or Termination Risk**

I/We should be aware that it may be a general condition of the investment products that the issuer may, at its discretion, redeem or terminate the investments prior to maturity upon notice to investors under a variety of conditions and/or circumstances set forth in the issuer's Offering Document, and such redemption may be less or substantially less than its investment amount.

## **13. Tax risks**

Before entering into any Transaction, I/we should understand the tax implications (including the implications of any applicable income tax, goods and services or valued added taxes, stamp duties and other taxes) of acquiring, entering into, holding and disposing of the relevant investments or Transaction. Different Transactions may have different tax implications. The tax implications of any Transaction are dependent upon the nature of my/our business activities and the Transaction in question. I/We should, therefore, consult my/our independent tax adviser to understand the relevant tax considerations.

## **Section B: Risk Disclosure Statements relating to Securities Trading**

### **1. Risk of Trading Growth Enterprise Market Stocks**

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

The decision to invest should be made 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 internet website operated by The Stock Exchange of Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers.

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 GEM stocks.

### **2. Risk of Trading Nasdaq-Amex Securities at the Stock Exchange of Hong Kong Limited**

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. I/We should consult the Bank and become familiarized with the PP before trading in the PP securities. I/We 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 Stock Exchange of Hong Kong Limited.

## **Section C: Risk Disclosure Statements relating to Foreign Securities Trading**

1. Foreign Securities may carry additional risk not generally associated with Securities in the domestic market. I/We may not be afforded equivalent protection in respect of Foreign Securities as that afforded under Hong Kong law and I/we may not have the same rights as I/we have in respect of Securities held in Hong Kong. The value or income of foreign Securities may be more volatile and could be adversely affected by changes in currency rates of exchange, foreign taxation practices, foreign laws, government practices, regulations and political events. I/We should only undertake trading of Foreign Securities if I/we understand the nature of Foreign Securities trading and the extent of my/our exposure to risks. I/We should carefully consider whether such trading is appropriate for me/us in light of my/our experience, risk profile and other relevant circumstances and seek independent advice.
2. I/We may find it difficult to liquidate investments in Foreign Securities where they have limited liquidity in the relevant market. Foreign laws, government practices and regulations may also affect the transferability of Foreign Securities or may differ from or offer less investor protection than domestic market. Timely and reliable information about the value or the extent of the risks of Foreign Securities may not be readily available at all times.

## **Section D: Risk Disclosure Statements relating to Bonds Trading**

1. There may be risks in leaving Bonds in the Bank's safekeeping.
2. The Bonds may not be capital protected by the issuer (depends on the selected tranches and reference should be made to the corresponding prospectus for details) and there may be circumstances that the money and/or

value of shares that receiving at maturity may be substantially less than the value of my/our original investment. If there is any fractional share(s), it/they may not be physically delivered.

3. In situations where any Bond is a product combining note with financial derivatives, such as options, I/we understand that its return may be linked to the performance of other financial instruments, e.g. underlying stocks / companies / indices, etc. Unless such Bond is listed on The Stock Exchange of Hong Kong Limited, I/we have to sell such Bond on the over-the-counter market. The prices of such Bond in secondary markets are affected by a wide range of factors, including the performance of the underlying stocks / companies / indices, the market view of the credit quality of the reference company, interest rates, etc. I/We understand that secondary markets do not always exist and accept any associated liquidity risk. Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks.

#### **Section E: Risk Disclosure Statements relating to investments in Asset Linked Investment Products**

1. I/We understand and accept that the asset linked investments may not be capital protected by the issuer and there are circumstances that the value of underlying asset(s) that I/we receive at maturity may be substantially less than the value of my/our original investment. If there is any fractional unit(s), it/they may not be physically delivered.
2. I/We understand that asset linked investments are generally products combining notes with financial derivatives, such as options. Their returns are linked to the performance of other financial instruments, e.g. underlying stocks/companies/indices, etc. Unless the asset linked investments are listed on The Stock Exchange of Hong Kong Limited, I/we have to sell my/our asset linked investments on the over-the-counter market. The prices of asset linked investments in secondary markets are affected by a wide range of factors, including the performance of the underlying stocks /companies /indices. I/We understand that secondary markets do not always exist and accept any associated liquidity risk. Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks.
3. The liquidity of Asset-Linked Investment Products is not guaranteed as there is no liquid trading market and selling back Asset-Linked Investment Products may not necessarily avoid losses. Past performance of an Asset-Linked Investment Product and/ or the relevant Underlying Asset(s) may not be indicative of their respective future performance. I/We should refer to the Offering Documents (including the risk factors stated therein) and the relevant risk disclosure statement before making any investments decision. Investors who purchase Asset-Linked Investment Products are relying upon the creditworthiness of the Asset-Linked Investment Product issuer and/ or guarantor (if applicable).
4. The trading price of Asset-Linked Investment Products (where tradable at all) may fluctuate depending on factors such as market interest rate movements, foreign exchange rates, the price of the Underlying Assets which are linked to the products, and the market for similar Underlying Assets. Also, the price could be affected if there are only very few potential buyers in the market. With Asset-Linked Investment Products, if the issuer has to redeem the products unexpectedly, I/we could lose part, and possibly all, of my/our investments. The amount that the issuer will be able to pay back on the products may be less, and could be substantially less, than the principal amount of the Asset-Linked Investment Products. It is conceivable that I/we could lose all of my/our investments.
5. A structured or over-the-counter transaction generally cannot be assigned or transferred without the consent of the other party. The Bank is not obliged to repurchase a transaction from me/us or terminate a Transaction at my/our request. Since Transactions are customized and not fungible, engaging in a transaction with another dealer to offset a transaction I/we have entered into with the Bank will not automatically close out those positions (unlike the case of equivalent exchange-traded futures and options) and will not necessarily function as a perfect hedge. Off-exchange Transactions may also be less regulated or subject to a separate regulatory regime. Before undertaking such Transactions, I/we should be familiar or familiarize myself/ourselves with the applicable rules and attendant risks.
6. If I/we try to sell his/her products before maturity, I/we may receive an offer which is less than the amount invested in or I/we may not be able to sell my/our products.

#### **Section F: Risk Disclosure Statements relating to Currency-linked Deposits**

1. The high yield of Currency-Linked Deposit is effectively the sum of the interest received from the time deposit and the premium from writing a currency option with inherent risks.



2. Currency-Linked Deposit is not a traditional time deposit or its substitute and provides no guarantee of return or yield on investment. The net return in relation to Currency-Linked Deposit will depend on market conditions prevailing at the Fixing Time on the Fixing Date.
3. The Linked Currency received may be subject to currency devaluation risk. The loss due to currency devaluation may offset the interest earned on the Currency-Linked Deposit and may even result in significant losses in the principal amount of the deposit. There is a risk that losses may be incurred rather than profit made as a result of establishing any Currency-Linked Deposit.
4. The return on a Currency-Linked Deposit is limited to the interest payment thereon. This is the case even if my/our view of the exchange rate movement of the currencies concerned is correct.
5. I/We have no right or ability to designate an early deposit maturity date in respect of any Currency-Linked Deposit.

## **Section G: Risk Disclosure Statements and Other Information relating to China Connect**

This Section describes some of the key risk factors and other information concerning China Connect. This Section does not disclose all the risks and other significant aspects of Northbound trading through China Connect. I/we acknowledge that I/we understand the nature and risks of China Connect and Northbound trading and I/we should consider carefully (and consult my/our own advisers where necessary) whether trading in China Connect Securities is suitable for me/us in light of my/our circumstances. The decision to trade in China Connect Securities is mine/ours, but I/we should not trade in China Connect Securities unless I/we fully understand and am/are willing to assume the risks associated with China Connect and am/are able to comply with all relevant China Connect Laws and China Connect Rules. I/We acknowledge the risks and agree to the terms set out in this Section. I am/We are responsible for monitoring changes in the China Connect Laws and China Connect Rules and complying with any new requirements.

The Bank does not represent that the information set out in this Section is up to date, and does not undertake to update the information set out in this Section. In addition, the Bank does not provide any warranty with respect to such information and no such information is to be construed as legal, financial or tax advice of any kind by it.

### *Home Market Rules*

#### **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.

### *Trading and Settlement Restrictions*

#### **2 Pre-Trade Checking**

SEHK is required to check that in respect of any Northbound sell orders given by an Exchange Participant, the relevant Exchange Participant holds sufficient and available China Connect Securities to be able to fill such Northbound sell orders. Such Pre-Trade Checking will be carried out prior to the start of each Trading Day.

Accordingly, I/we may be unable to execute Northbound sell orders due to Pre-Trade Checking related requirements. My/our attention is drawn to the provisions set out in Clause 7 (*Compliance with Pre-Trade Checking Requirements*) of the China Connect Terms. I/We note in particular that I/we may be unable to execute a sell order of China Connect Securities if there has been a delay or failure for whatever reason in the transfer of the relevant China Connect Securities to any clearing account of the Bank or if for any other reason the Bank considers that there is or may be non-compliance with any China Connect Laws or China Connect Rules.

Any risk, loss or cost resulting from non-compliance or potential non-compliance with Pre-Trade Checking and/or the relevant China Connect Laws or China Connect Rules shall be borne by me/us.

#### **3 Settlement**

Northbound trades will follow the A Share settlement cycle. For settlement of China Connect Securities trades, ChinaClear will debit or credit the securities accounts of its participants (including HKSCC as Clearing Participant) on T day free of payment. The Bank may have settlement arrangements in place different from the ChinaClear settlement arrangements. Unless the Bank agrees to prefund settlement, settlement of funds relating to such trading will be effected on T+1 day. The Bank may, in its absolute discretion, decide to prefund settlement. In

the event the Bank agrees to prefund the settlement of China Connect Securities trades, (a) the Bank shall retain the funds received from the HKSCC on T+1 day; and (b) I/we shall reimburse the Bank with respect to any 'excess' pre-funding provided by the Bank.

Although the transfer of the China Connect Securities precedes the transfer of cash, under the China Connect Service, the title to China Connect Securities will not be released until the receipt of confirmation of payment. Accordingly, for the purposes of contract notes, the settlement date would be T+1 day when both the securities and the cash are settled or, where the purchase was pre-funded, the settlement date would be the date on which the securities are released.

I/We acknowledge that there is no guarantee that the Bank will offer prefunding settlement and that if the Bank decides to offer prefunding settlement, the Bank may decide to terminate such service at any time.

#### **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.

#### **7 Placing Orders**

Only limit orders with a specified price are allowed pursuant to China Connect Laws and China Connect Rules, whereby buy orders must not be lower than at the current best price and sell orders may be executed at or higher than the specified price. Market orders will not be accepted.

## **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 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.

## **10 Account Information of Beneficial Owner**

The identity of the beneficial owner of China Connect Securities which are the subject of a sell order may need to be disclosed to HKSCC and/or relevant Mainland China authorities.

## **11 No Manual Trade or Block Trade**

There will be no manual trade facility or block trade facility for Northbound trading under China Connect.

## **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*) of the China Connect Terms 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 the 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.

## 18 Taxation

Prior to investing in China Connect Securities, I/we understand that I am/we are strongly urged to consult my/our own tax advisers and counsel with respect to the possible Hong Kong and/or Mainland China tax consequences to me/us of such investment since such tax consequences may differ in respect of different investors.

I/We shall be fully responsible for any Taxes in respect of China Connect Securities including, without limitation, any capital gains tax or other Mainland China taxes, and will indemnify the Bank and any Related Person from and against all Hong Kong and/or Mainland China Taxes which the Bank or Related Persons may incur arising in connection with any China Connect Securities which I/we hold, trade or otherwise deal in.

The Bank assumes no responsibility for advising on or handling any tax issues, liabilities and/or obligations in connection with China Connect, nor will the Bank provide any service or assistance in this regard. Please refer to Clause 13 (*Fees and Taxation*) of the China Connect Terms for details of the applicable legal terms.

## **19 Insider Dealing, Market Manipulation and Other Market Conduct Rules**

Northbound trading through the China Connect will be subject to Mainland China laws and regulations prohibiting activities that constitute market manipulation, insider dealing and related offences. The scope of these restrictions may not be the same as equivalent requirements under Hong Kong law. In particular, defences applicable under Hong Kong market misconduct rules may not be applicable under Mainland China laws and regulations. If I am/we are unfamiliar with Mainland China market conduct requirements and restrictions, I/we should seek specialist advice before engaging in trading through the China Connect. I/We confirm that I am/we are not in possession of inside information when trading China Connect Securities or procuring others to do so.

## **20 Client Securities Rules**

By way of brief background, the Client Securities Rules prescribe how client assets are to be dealt with by all intermediaries and their associated entities. However, as the China Connect Securities traded through China Connect are not listed or traded on the SEHK, the Client Securities Rules will not apply unless otherwise specified by the SFC or any other relevant China Connect Authority.

## **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.

## **24 Risk of HKSCC Default**

The Bank's provision of services pursuant to the China Connect Terms also depends upon the performance by HKSCC of its obligations. Any action or inaction of the HKSCC or a failure or delay by the HKSCC in the performance of its obligations may result in a failure of settlement of China Connect Securities and/or monies in

connection with them and I/we may suffer losses as a result. Neither the Bank nor any Related Person shall have any responsibility or liability for any such losses.

#### *Other Operational Issues*

### **25 Scripless Securities**

China Connect Securities are traded in scripless form and accordingly, China Connect Securities may not be physically deposited into and/or withdrawn from CCASS.

### **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](http://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.

### **27 Average Pricing across Funds for Fund Managers<sup>1</sup>**

If I/we act as a fund manager for more than one fund or an asset manager on behalf of more than one client and I/we pre-allocate China Connect orders across such funds or clients which I/we manage, the Bank may offer Average Pricing for such orders notwithstanding such orders may be executed at different times during the same Trading Day. Where Average Pricing applies, each fund or client will be allocated China Connect Securities (or their proceeds) at the same averaged price, which may be higher or lower than the price which such fund or client would have paid or received had the orders been processed individually and in the order submitted directly or indirectly to the Bank. Neither the Bank nor any Related Person will be responsible for any such differences in pricing or any loss or risk arising from the application of Average Pricing.

### **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.

### **29 Client Error**

Neither the Bank nor any Related Person shall be liable for any loss, damage or expense or consequential loss, damage or expense suffered by an investor as a result of any trading based on the investor's instructions. The Bank will not be able to unwind any trade, and investors should also take note of the settlement arrangements in respect of China Connect Securities under China Connect, including but not limited to quota restrictions.

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<sup>1</sup> [ Note: Applicable only to fund managers electing for pre-trade allocation.]

The China Connect Rules generally prohibit any off-exchange trading or transfers. However transfers may be permitted between the Bank and me/us to rectify a trade in limited circumstances, although there is a lack of clarity as to the circumstances in which such transfers may be permitted. The Bank shall have absolute discretion to determine whether to conduct any transfer to rectify any error trade and shall have no obligation to do so. Neither the Bank nor any Related Person shall have any liability for any losses which may result directly or indirectly from such errors or any refusal to conduct a transfer to correct an error trade.

### **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.

### 37 RMB Conversion

RMB is not freely convertible at present. The actual conversion arrangements will depend on the restrictions prevailing at the relevant time. Any conversion of any currency into RMB pursuant to Clause 8 (*Settlement and Currency Conversion*) of the China Connect Terms may be subject to such restrictions. Settlement of a Northbound buy order may be delayed and/or fail if there is a delay in converting the relevant currency into RMB. Any risk, loss or cost resulting from any such delay or failure of settlement shall be borne by me/us.

*Risks associated with investing in China Connect Securities*

### 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.

### **39 Other risks associated with investing in China Connect Securities**

#### *General Mainland China related risk*

Mainland China is an emerging market that possesses one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk.

#### *Equity risk*

Investing in China Connect Securities may offer a higher rate of return than investing in short term and longer term debt securities. However, the risks associated with investments in China Connect Securities may also be higher, because the investment performance of China Connect Securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with any equity portfolio is the risk that the value of the investments it holds might suddenly and substantially decrease in value.

#### *General legal and regulatory risk*

I/We must comply with all China Connect Laws and China Connect Rules. Furthermore, any change in any China Connect Laws or China Connect Rules may have an impact on the market sentiment which may in turn affect the performance of China Connect Securities. It is impossible to predict whether such an impact caused by any such change will be positive or negative for China Connect Securities. In the worst case scenario, I/we may lose a material part of my/our investments in China Connect Securities. In addition, any litigation or other legal actions brought before the courts in Mainland China will be subject to Mainland China laws, rules and procedures, which are not the same as those which apply to the courts in Hong Kong.

#### *Currency risk*

RMB is not yet freely convertible, and is subject to foreign exchange controls and restrictions. Particularly, conversion of RMB through banks in Hong Kong may be subject to certain restrictions prevailing at the relevant time. It may be difficult for investors to convert RMB into Hong Kong dollars or other currencies or vice versa at any specific time, and conversion will be subject to conversion costs and such costs and timings for conversion may not be of my/our preference.

In addition, the value of RMB against Hong Kong dollars or other foreign currencies may be affected by a wide range of factors. There is no guarantee that RMB will not depreciate. A depreciation of RMB may result in a decrease in the market value of RMB securities and the realisation price of RMB securities. Non-RMB based investors who are trading in RMB securities, may also sustain loss in the event that they subsequently convert any RMB proceeds back to Hong Kong dollars or other base currencies.

There are also significant restrictions on the remittance of RMB into and out of Mainland China. If the issuer of RMB securities is not able to remit RMB to Hong Kong or make distributions in RMB due to exchange controls or other restrictions, the issuer may make distributions (including dividends and other payments) in other currencies. Investors may therefore be exposed to additional foreign exchange risk and liquidity exposures.

The liquidity and trading price of China Connect Securities may be adversely affected by the limited availability of RMB outside Mainland China and restrictions on the conversion of RMB. These factors may affect the liquidity of RMB for investors and accordingly adversely affect the market demand for China Connect Securities.

本條款為本人/吾等同意受約束之一般條款中所指的特別條款。本人/吾等可不時向中信銀行(國際)有限公司(「銀行」)(其地址為香港德輔道中 61-65 號,並為證券及期貨條例下之註冊機構,C.E.編號:AAF138)申請開立 1 戶通,並同意該 1 戶通受本條款、一般條款及本人/吾等就有關事項與銀行協定之其他條款所規限。

## **第一部份：1 戶通一般條款**

### **1. 定義及釋義**

1.1 在本條款中,除非另有定義,下列詞語及詞句具有下列涵義:

- 「開戶書」** 指合乎銀行指定格式並載有銀行所需本人/吾等資料的 1 戶通開戶書(或關於本人/吾等的投資的其他開戶書);
- 「聯屬人」** 就任何一方而言,指直接或間接控制該方的個人、公司、合伙企業或任何其他形式的實體;直接或間接被該方控制的個人、公司、合伙企業或任何其他形式的實體;或與該方共同被控制的個人、公司、合伙企業或任何其他形式的實體;或任何該等實體的董事、高級人員或僱員;
- 「代理」** 指任何聯屬人、交易所或結算所的成員、經紀、代理人或有關市場的中介人士;
- 「債券」** 指任何法人或非法人、團體或任何政府或地方政府部門或由其發行的任何債券或票據(包括但不限於結構性票據)及包括任何上述項目所附帶之任何權利、認購權或利息;
- 「高息貨幣聯繫存款」** 含本條款第四部份該詞語之定義;
- 「保管代理人」** 指銀行或銀行在香港或海外地區所僱用其認為適當之代理、聯絡人、分保管人或代理人,持有投資或其他資產、支付及收取關於證券或其他資產的款項,又或送交或交換,或者收回投資或其他資產,或者以其他方式代銀行履行其作為本條款所訂定之銀行保管人責任。為免生疑問,保管代理人應包括結算系統;
- 「投資」** 指按本條款可供及/或由本人/吾等投資、認購、買入、售出、成立、存放或持有的任何投資(包括債券、高息貨幣聯繫存款、證券及其他投資產品);
- 「招售文件」** 指就投資產品的招售所發出的任何認購章程、資料備忘錄及任何其他組織文件;
- 「1 戶通」** 指銀行以本人/吾等的名義在其賬簿上開立的用以記錄本人/吾等按本條款進行投資交易及現金結餘的任何戶口,包括任何與其有關的子戶口;
- 「證券」** 指任何(法人或非法人)團體的或任何政府或地方政府機關的及由其發行的任何股份、股票、公司債券、借貸股份、單位信託、基金、債券、證券或票據,以及銀行自行酌情決定為可以接受的任何金融票據,並且包括任何上述項目所附帶之任何權利、認購權或利息,以及任何上述項目之利息證明書、參股證明書、臨時或中期證明書、收據、或者認購或購買任何上述項目之認股權證;
- 「美國」** 指美利堅合眾國;及
- 「美國人士」** 指(a)美國公民或居民;(b)按美國法律成立或建立的公司、合伙企業或其他實體或其任何政治部門;(c)任何須繳納美國聯邦收入稅的產業體或信託(不論其收入來源);(d)第(a)、(b)或(c)段所述的一個或多個個人或實體(不論是獨立或整體而言)直接或間接地於其中擁有控制性權益的任何公司、合伙企業、信託、產業或其他實體,而如果它們是公司或合伙企業的話,該公司或合伙企業的成立目的主要是投資於不屬美國聯邦證券法例下登記的證券;或(e)任

何公司、合伙企業或其他實體（不論其公民身份、住處、地址或住址），只要根據美國聯邦收入稅法，任何互惠基金的百分之十（10%）或以上的擁有權將透過此實體由任何在本條所定義的美國人士所持有。

- 1.2 條款的標題僅為方便閱讀而加設，於解釋本條款時毋須理會。
- 1.3 除非上下文另有規定或說明，一般條款中定義的術語在本條款中使用時具有相同的意義。
- 1.4 除非文意另有所指，單數詞語包括複數詞語，反之亦然。而任何性別包括所有性別。在本條款中，「人士」包括個人、公司、獨資企業、合伙企業、信託或不具法團地位的團體。
- 1.5 在本條款中，「包括」指包括（但不限於）。
- 1.6 除非文意另有所指：
  - (a) 有關述及部份、段、附表或附件的任何內容指本條款的部份、段、附表或附件；及
  - (b) 有關述及部份、段、附表或附件的條文指該部份、段、附表或附件內的條文。
- 1.7 除非文意另有所指，(a) 第一部份及第五部份的條款適用於所有投資及有關交易；及(b) 第二部份、第三部份及第四部份的條款適用於其文內述及的投資及有關交易。若第二部份、第三部份及第四部份的任何條款與第一部份及第五部份的任何條款有任何不一致，以前者為準。

## **2. 1 戶通**

- 2.1 本人/吾等將開立及繼續保存 1 戶通以記錄本人/吾等按照本條款所進行之所有投資交易、持貨及現金結餘。
- 2.2 1 戶通的運作尤其存款及提取利息的方法及時間將受銀行向客戶訂明的約束條款所規管，而銀行有權隨時修訂或刪除有關內容。1 戶通同時用作投資、存入備用抵押透支或私人銀行有抵押循環貸款的內部結算賬戶。現金存入 1 戶通或由 1 戶通提取現金是不會被接受。本人/吾等須與銀行另外開立及維持其他存款賬戶致使資金可存入或提取於 1 戶通以用作現金存入或提取之用途。
- 2.3 1 戶通是一個就銀行不時容許的貨幣的交易的多種貨幣賬戶。
- 2.4 本人/吾等授權銀行，在 1 戶通開立之時及其依然存續期間的任何時間，對本人/吾等進行任何查詢及核証，以確定及核實本人/吾等的身份、信用、繼續持有 1 戶通的資格及其他資料或以履行銀行其認為合適的目的。銀行可酌情決定拒絕為本人/吾等開立 1 戶通及/或取消已為本人/吾等開立的任何 1 戶通，而毋須給予任何原因。
- 2.5 除非銀行另行設定外，1 戶通是就其中的賬戶現金結餘有利息的賬戶。1 戶通中的賬戶現金結餘的利息，以銀行不時宣佈及/或在報章上刊登就不同貨幣/賬戶訂定的利率每日累計。就港幣現金結餘，利息以每年（若是普通年）365 日或（若是潤年）366 日為基礎計算。就人民幣或美元現金結餘，利息以每年 360 日為基礎計算。就其他貨幣現金結餘，利息由銀行以市場慣例計算。已賺取的利息將計算至每月最後一天的前一天或按銀行不時決定的時段及時間存入 1 戶通。所賺取之利息將於每月最後一天存入戶口。
- 2.6 銀行有權就 1 戶通的任何未允許透支，以銀行釐定的當時適用利率或其他銀行同意的利率，收取利息。

## **3. 客戶資料**

在銀行為了遵守適用法律、規則、規例或行業慣例而可能認為有必要或適宜提供以下資料的情況下，銀行可向第三方（包括但不限於任何法定或監管機關）提供有關本人/吾等或 1 戶通的資料。除非本人/吾等向銀行

另行發出指示，銀行可為任何目的而同時向本人/吾等的投資發行人提供關於本人/吾等的資料（包括姓名、地址及證券持倉）或 1 戶通的資料。

#### 4. 服務

銀行謹此獲授權按本人/吾等的指示為本人/吾等的 1 戶通買賣投資及以其他方式處理 1 戶通中或為 1 戶通持有的投資或款項。儘管有前述的規定，銀行可基於其認為合適的合理原因而拒絕接受本人/吾等之任何指示而毋須就此給予任何理由。對於因銀行不接受或不履行此等指示或未有將上述安排通知本人/吾等而導致的或與之有關的任何損失，銀行將毋須對本人/吾等負責。

#### 5. 產品交叉購買力

如本人/吾等已經出售或以其他方式處理 1 戶通中的任何投資而正等待收取售後結算款項，銀行可（但沒有責任）容許本人/吾等，以售後結算款項為上限，敝做新的交易以認購、買入或建立其他新的投資。在不影響銀行可能擁有的其他權利下，銀行有權使用銀行收到的售後結算款項之全部或任何部份支付任何本人/吾等在該等新的交易下應付銀行的款項。

#### 6. 交收

6.1 倘銀行已代本人/吾等執行購買或出售交易，本人/吾等應在到期結算日按照銀行或有關的交易所或結算所的要求向銀行支付需結算的款項或以可交付的形式向銀行送交投資。如果在到期結算日本人/吾等未有按此而行，銀行及其代理現獲得授權根據其絕對酌情權作出下列各項：

- (a) 如屬購買交易，轉移或出售 1 戶通中的任何投資（包括已購入的投資）或從本人/吾等於銀行的任何戶口中轉撥有關金額以履行本人/吾等的義務；
- (b) 如屬出售交易，按需要借入及/或買入該等售出的投資，以履行本人/吾等的交收義務；及
- (c) 採取銀行及其代理認為必要或恰當的任何其他行動，以保障其利益及/或補救本人/吾等的違約行為。

6.2 縱使有上述第 6.1 條的規定但在不損害第 4.1 條的規定之前提下，銀行有權：

- (a) 不執行任何關於購買交易的指示，除非本人/吾等已於 1 戶通中向銀行提供結算資金，而其金額是銀行認為足以支付有關購入價及與此項購買有關而應予產生的相關收費及開支；及
- (b) 不執行任何關於出售交易的指示，除非本人/吾等在發出有關指示前已將有關的證券存放在銀行。

6.3 銀行有權於購買交易的結算日從 1 戶通中提取足夠金額以償付購買金額及與此項購買有關而應予產生的相關收費及開支。

6.4 在出售交易中，銀行可酌情在銀行或其代理從有關的交易所、結算所或交易對手中真正收到結算款項前，在到期結算日當天或之前先預付一筆款項寄賬入 1 戶通，該預付款項金額由銀行參考該交易的預計結算款項金額酌情釐定。銀行有權使用該交易中收到的任何結算款項支付或清償該預付款項的全部或部份。如在到期結算日（或由任何銀行決定而遲於該日期的日子）銀行收到的總結算款項是零或少於預付金額，致使預付款項無法被全數償付，本人/吾等須向銀行支付任何拖欠的預付款項，而銀行有權從本人/吾等在銀行維持之任何賬戶中扣除該預付款項。本人/吾等亦保證彌償所有銀行與支付任何該等預付款項有關而銀行可能招致之損失、損害及開支。

6.5 本人/吾等須付還可能需由銀行支付的任何溢價，以及任何與本人/吾等的交收失誤有關的損失、合理費用、費用及開支（包括根據全數彌償基準計算的合理法律費用）。

6.6 銀行根據本條款而進行的任何交易、交收、行動或步驟所涉及的所有外匯兌換風險將由本人/吾等承擔。

- 6.7 如本人/吾等已給予銀行指示以非某一交易貨幣的資金對該交易進行交收，銀行可按銀行認為銀行合適的任何時間，將該等資金以銀行決定的當時兌換率轉換成適用貨幣，即使本人/吾等在給予銀行指示時或在兌換時，並沒有被告知有關兌換率。

## 7. 將存入 1 戶通資金的貨幣兌換

本人/吾等同意，倘銀行收取資金作為任何投資交易的所得款項或以其他方式匯入本人的 1 戶通時，假如該等資金以 1 戶通的貨幣以外的其他貨幣作出，銀行可在毋須向本人/吾等尋求指示或發出事先通知的情況下全權酌情決定按銀行在有關資金匯入當日的現行匯率將有關資金兌換成 1 戶通的其中一種貨幣，而本人/吾等將對任何因進行上述貨幣兌換而可能徵收的收費負責。

## 8. 保存及代理服務

- 8.1 本人/吾等同意，本人/吾等存放在銀行的或由銀行為 1 戶通而購入的任何投資，可（按銀行的絕對酌情權）當作與銀行客戶所持的其他投資互換及匯集處理，又或特定撥入 1 戶通中。本人/吾等同意，凡已被匯集處理的投資，其任何累算分派或利益，或其產生的任何損失（包括因可送交之投資數目或數額減少而引起的損失）及蒙受的損失，應視乎情況存入 1 戶通以支付給本人/吾等，或按應屬 1 戶通之有關投資的數量或數額所佔的比例，將虧損從 1 戶通中扣除。
- 8.2 銀行應無責任致力為證券轉入 1 戶通而促使其所獲得的投資進行轉讓登記。
- 8.3 本人/吾等須適當及即時繳付一切有關不時就 1 戶通中任何投資的未付款項不時作出的催繳通知，以及本人/吾等可能依法須不時就 1 戶通中任何投資支付任何其他款項。在違約的情況下，如銀行認為合適，可代本人/吾等繳付此等款項。在收到銀行催繳通知時，本人/吾等將悉數連同銀行因此而導致的任何費用及開支一併付還銀行。
- 8.4 本人/吾等同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將本人/吾等任何或所有賬戶（無論位於何處）與本人/吾等欠付銀行債務（若吾等為一所公司，則與本公司集團、任何分公司或附屬公司欠付銀行之債務）結合或綜合，並將本人/吾等任何賬戶結餘的金額抵銷或轉移以清償上述欠付銀行不論為基本、附屬、各別、共同或以其他貨幣為單位的債務。銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制本人/吾等之賬戶以償還本人/吾等銀行認為恰當之債務部份之任何款項。
- 8.5 除本人/吾等為交收其投資交易向銀行支付的現金外，任何為本人/吾等持有的現金將存入 1 戶通中。
- 8.6 任何由本人/吾等存入銀行，或由銀行代本人/吾等購入及保存之投資，銀行可酌情以本人/吾等或保管代理人的名義登記，或若適用法律允許的話，以銀行的名義登記。
- 8.7 凡投資以保管代理人的名義登記，本人/吾等承認投資將按保管代理人不時生效的標準條款持有。銀行或保管代理人毋須將有關投資的任何通告、委任代理書或其他文件或通訊轉交本人/吾等。即使有以上規定，如銀行或保管代理人酌情決定需就此等投資採取任何行動，而又未能接觸本人/吾等，或本人/吾等未有給予準時及足夠的指示給銀行，則本人/吾等謹此授權銀行或保管代理人在其絕對酌情權下替本人/吾等採取其認為合適的行動，包括但不限於就以保管代理人名義登記但本人/吾等為實益持有人的投資行使任何投票權。除非有詐騙或故意錯失行為，否則銀行或保管代理人毋須對所採取的行動負責。本人/吾等保證會就所有因銀行及保管代理人為本人/吾等所持的投資進行保管而可能招致之合理成本、收費及開支作出彌償。
- 8.8 凡存放於銀行之投資並非以本人/吾等名義登記，其所累算之分派或利益，應按代本人/吾等存放的投資總數或總額所佔此例存入 1 戶通中。
- 8.9 銀行有權拒絕接受將投資或其他資產存放而毋須提出任何理由或作出預先通知。

- 8.10 銀行有權在未預先通知本人/吾等或得到本人/吾等同意之情況下，採取其認為需要或有利於提供服務之合理可行行動。如銀行因任何原因不再能夠就特定的投資提供保管及代理服務，銀行有權以掛號郵遞方式將任何投資或其他資產退還本人/吾等，有關郵遞風險及費用全部由本人/吾等承擔或採取其他行動而本人/吾等之權益或會受影響。

## 9. 責任限制及彌償

- 9.1 對於因銀行或其代理所採取的行動或遺漏所引致本人/吾等蒙受的任何損失、損害或費用，銀行或其代理均毋須向本人/吾等負責，除非該等損失、損害或費用是因銀行及/或其代理的嚴重疏忽、詐騙或蓄意失當而引起。尤其是，對於任何因超越銀行或其代理控制範圍的事情（包括政府實行的限制、緊急措施的施行、外匯管制法令、第三者的行為、暫停買賣、戰爭、罷工、市場環境、民事騷亂、恐怖主義行為或恐嚇採取恐怖主義行為、天然災害或任何其他超越銀行或其代理控制範圍的情況）而直接或間接引起的後果，銀行或其代理均毋須承擔責任。
- 9.2 銀行或其代理並無責任告知本人/吾等任何關於有關投資擁有權或在其他方面與 1 戶通有關的任何法律或監管要求或限制。
- 9.3 本人/吾等謹此就所有申索、損失、訴訟、責任及法律程序對銀行或其託管人或代理（包括保管代理人）作出全額彌償，並承擔他們因履行義務或服務，或行使在本條款項下或與之有關的權利、權力或酌情權（包括由銀行及其代理為保障或強制執行其權利所採取的任何行動），或其在此等條款中的擔保權益（不論是否因本人/吾等的失責或違約所致）而可能蒙受的任何合理費用、收費或開支（包括合理的法律費用），除非是因銀行的疏忽、詐騙或蓄意失當而引起。

## 10. 陳述、保證及承諾

- 10.1 本人/吾等在此向銀行保證、陳述及承諾如下：

- (a) 本人/吾等並非美國人士，而本人/吾等亦並非替或代表美國人士行事。若本人/吾等的稅務地位變更而本人/吾等變成美國公民或居民，本人/吾等必須於三十（30）日內通知銀行。本人/吾等充份了解本人/吾等目前持有的任何投資產品將需要立刻贖回，而出售款項將須作出美國稅務資料申報或任何其他根據適用美國法律作出的申報。為了遵守適用的美國稅務法律及任何其他適用的美國法律，本人/吾等放棄任何有關 1 戶通的任何銀行保密、私隱或資料保障權利；
- (b) 本人/吾等是自然人及已達致成年人的年紀；
- (c) 本人/吾等並非美國上市公司的董事，亦非在美國上市公司擁有 10% 或以上實益股權的股東或美國上市公司的決策職員；
- (d) 本人/吾等並非居於任何會限制或禁止本人/吾等購買或持有任何證券的國家。若本人/吾等成為上述任何國家的居民，本人/吾等會立刻通知銀行並會在銀行要求時出售或贖回上述任何受限制或禁止購買或持有的證券；
- (e) 在購買或買賣任何證券時，本人/吾等會確保本人/吾等並非受到任何購買或買賣上述任何證券的限制，且本人/或吾等目前並非代表受該等限制的人士行事。同時，本人/吾等於身處美國或在任何可能以其他方式限制或禁止本人/吾等購買或出售證券的其他司法管轄區時將不會作出任何關於購買或出售證券的訂單；
- (f) 本人/吾等現在是以主事人的身分，而並不是代表任何其他人士進行交易，除非本人/吾等以書面形式向銀行作出知會；
- (g) 就本人/吾等開立及繼續保存的 1 戶通及本人/吾等可能就就此而採取的任何行動而言，本人/吾等已取得並將繼續保持任何所需的同意、牌照及批准的十足效力和效果；



- (h) 本人/吾等將會於本人/吾等的賬冊及記錄中保存本條款的副本及每份交易確認、定期結單及任何必須的准許的證據；
- (i) 開戶書中的資料於填寫當日是真摯和完整的，若有任何重大變更，本人/吾等將立即通知銀行。在銀行未有接獲通知前，銀行將有權倚賴開戶書中所載的資料。銀行謹此獲授權對本人/吾等進行信貸調查或查核以核實本人/吾等於開戶書或其他地方提供的財政狀況及投資目標；
- (j) 本條款及其履行及於本條款所列的義務並不及將不會：
  - (i) 違反任何現行適用的法律、法規、條例、規則或本人/吾等需遵守的任何判決、法令或許可，或違反本人/吾等的公司組織章程大綱及細則或附例（如適用）的條文；或
  - (ii) 違反或導致違反任何本人/吾等為締約一方或需遵從或對本人/吾等資產有影響的任何協議或其他文書的條款或構成對該等協議或文書的失責行為；
- (k) 除非本人/吾等以前已書面向銀行披露，本人/吾等並非任何交易所、交易委員會、結算所、銀行或信託公司的代理、聯屬人、高級人員或僱員，或任何證券交易商或任何經紀或投資顧問的聯屬人，或任何證券經紀、交易商、投資顧問或香港聯合交易所有限公司參與者的高級人員、合伙人、董事或僱員，或於證券及期貨事務監察委員會註冊的人士；
- (l) 本人/吾等為及將繼續成為 1 戶通中的投資的實益持有人及不受在一般條款或本條款中所列以外的任何留置權、抵押、衡平法上的權利或產權負擔所影響。在未得銀行的書面同意之前，本人/吾等亦不會抵押、質押在 1 戶通中的投資或款項或允許任何抵押或質押在該等投資或款項中存在，或就 1 戶通中之任何投資授予或宣稱授予期權；及
- (m) 本人/吾等是最終負責發出有關指示的人（士）；對 1 戶通中的每宗交易而言，本人/吾等是將會從該宗交易獲得商業或經濟利益及/或承擔其商業或經濟風險的人（士），而本人/吾等有能力承擔有關風險的全部責任。

10.2 以上的陳述及保證應被視為在發出每項指示或執行每項指示前已再次重複作出。

## 11. 費用及收費

- 11.1 銀行可就其提供任何本條款中規定的服務而徵收費用或收費。有關費用及收費詳列於銀行不時公佈並在其處所中展示的收費表內。該收費表會於本人/吾等提出要求時予以提供。銀行可向本人/吾等發出事先通知，酌情地對有關費用及收費作出修改。本人/吾等同意本人/吾等使用本條款規定的服務時，將被視為已承認及接受該等費用或收費。
- 11.2 於有關方面提出要求時，本人/吾等亦須支付任何適用的保管費，以及任何適用的司法管轄區的所有適用印花稅、稅款及其他徵費或費用和開支。

## 12. 交易確認書及結單

- 12.1 於每月完結後的七（7）個營業日內銀行會向本人/吾等發出綜合月結單。除了綜合月結單外，銀行亦會按不時生效的適用法律、法規及行為守則可能規定的方式編制及向本人/吾等發出交易確認或其他關於 1 戶通的戶口結單。本人/吾等承諾會仔細審閱交易確認及其他戶口結單，如有任何被指稱的錯誤或不當之處，會及時書面通知銀行。
- 12.2 所有於交易確認所示的交易及其他資料將對本人/吾等具有約束力，除非銀行於本人/吾等收到交易確認後的兩（2）個營業日內收到書面反對通知。銀行保留專屬權利以決定本人/吾等對有關交易或資料提出的反對是否有效。



### 13. 非財務及投資顧問

- 13.1 本人/吾等完全明白所有本人/吾等訂立的合約最終是經過本人/吾等之獨立判斷及酌情達成，即使銀行可能曾提供予本人/吾等任何資訊、建議或文件。
- 13.2 本人/吾等有責任完全明白本人/吾等訂立的每一合約的有關特質及後果。本人/吾等確認銀行不會提供任何投資、法律、會計、稅務或其他意見及不會對任何合約的性質及風險向本人/吾等給予意見。
- 13.3 除非銀行另外書面清楚同意訂明，銀行在任何情況下並未曾、沒有亦將不會就任何投資或財務產品作為或擔任本人/吾等的投資或財務顧問。本人/吾等應根據自己個別的財務狀況、投資經驗及目標負責作出本身的投資決定。本人/吾等將自行承擔有關投資上述產品的一切風險及對有關決定負責。建議本人/吾等需尋求獨立的專業意見以作出投資決定。
- 13.4 本人/吾等同意銀行，在其沒有嚴重疏忽或蓄意失當的情況下，對銀行提供的資訊的任何不正確或不完全，或在收到該等資訊本人/吾等訂立的合約的表現及後果，毋須負責。
- 13.5 本條不適用於《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。本條款的其他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的效力。就本條所指的「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該等槓桿式外匯交易合約。

### 14. 適用規則及規例

- 14.1 所有有關投資或 1 戶通的指示及交易均受有關交易地點的交易所、結算所、市場或交收系統的憲章文件、規則、規例、慣例及常規所約束，亦須受銀行及其代理的業務條款及相關司法管轄區的適用法律、法規所約束。
- 14.2 本人/吾等承諾會遵守所有適用法律、法規，而本人/吾等亦對所有關於 1 戶通中的任何投資或與該等投資有關的交易的申報、呈報及報告負全責。本人/吾等須作出銀行所要求作出的一切事宜，以確保符合有關法律、法規。

### 15. 稅款及其他付款

- 15.1 本人/吾等同意支付任何與 1 戶通及任何投資交易有關的應付稅款、徵稅、課稅、收費或任何其他負債或付款。
- 15.2 銀行及其代理可代表本人/吾等預扣及/或支付任何與 1 戶通或任何投資交易有關的應付稅款、徵稅、課稅、收費或任何其他負債或付款。

### 16. 適用於高息貨幣聯繫存款以外的投資交易的附加條款

- 16.1 本第 16 條之條文適用於本人/吾等之除高息貨幣聯繫存款以外的投資。
- 16.2 銀行並不就本人/吾等所訂立的任何投資交易的價值或利弊向本人/吾等作出保證。
- 16.3 本人/吾等須在本條款終止日期起計的七（7）天內提取 1 戶通中的任何投資及現金結餘，否則銀行可代表本人/吾等在市場上按銀行認為合適的價格及條款出售有關投資，並將代表 1 戶通中的出售所得淨收益以支票方式付還給本人/吾等。
- 16.4 本人/吾等同意銀行可變賣或實行變賣 1 戶通中的投資，以清償本人/吾等欠付銀行或其任何有聯繫實體（定義見證券及期貨條例）的任何負債。

- 16.5 對於因本人/吾等之交易而產生的任何佣金、報酬、利潤或其他利益，銀行或其代理均毋須對本人/吾等負責。

## **17. 適用於 1 戶通的人民幣交易及人民幣服務的附加條款**

- 17.1 本第 17 條適用於有關 1 戶通的人民幣交易及/或人民幣服務。
- 17.2 本人/吾等明白及同意經 1 戶通所進行的任何人民幣交易或人民幣服務均需要遵守不時適用之任何法律、規定、法令，或任何監管機構、政府機構、清算行或交易機構或專業機構發佈之任何（不論是否具有法律效力）規則、指示、指引、守則、通知、限制或類似規定（包括香港及中國內地地區）（統稱為「適用規定」）。如交易違反任何適用規定，銀行獲授全權拒絕執行本人/吾等存款/兌換/匯款或其他交易指示（或部份交易指示），惟銀行並不會因沒有拒絕執行有關指示而負上任何責任。
- 17.3 任何交易涉及的適用匯率及利率均由銀行自行決定，並且可能與官方或其他機構所釐定的牌價有所不同。其所涉及的款項，銀行可以人民幣或港幣付款給本人/吾等，亦可指定本人/吾等以人民幣或港幣付款給銀行。
- 17.4 銀行有權採取一切必要行動以符合適用規定。銀行有權向清算行及任何監管機構匯報與本人/吾等的 1 戶通有關之任何交易及提供一切資料。
- 17.5 本人/吾等確認本人/吾等有責任確保 1 戶通有關人民幣交易及人民幣服務的操作於任何時間均符合適用規定和銀行不時作出的規定及要求。若銀行於任何時間懷疑或有理由相信本人/吾等濫用有關人民幣的操作安排以至違反適用規定，銀行有絕對權力採取任何銀行認為合適之所需行動（包括中止本人/吾等的 1 戶通）而毋須事先通知本人/吾等。
- 17.6 本人/吾等明白及同意銀行有絕對權力在毋須提供任何理由的情況下決定停止向本人/吾等提供任何人民幣服務。
- 17.7 本人/吾等明白銀行可能會不時對人民幣交易及人民幣服務設置條件或限制，而本人/吾等同意遵守所有該等條件或限制。
- 17.8 本人/吾等明白本第 17 條條文是由銀行於任何時間及不時根據銀行與清算行訂立之協議及適用規定而予以釐定及修訂。本第 17 條的修訂或增補內容經銀行發出通知後生效，並對本人/吾等具有約束力；有關通知可通過展示、廣告或銀行認為適合之其他途徑而作出。
- 17.9 若本第 17 條與適用規定有任何不一致，一概以適用規定為準。

## **18. 銀行以電子文件通訊**

本人/吾等同意銀行可以電子文件將任何通知、通訊、確認及戶口結單發送給本人/吾等。

## **19. 電子結單及電子通知書**

在不影響上述第 18 條下，銀行可不使用實物送遞而通過電郵或其他電子傳送方式送出任何及所有賬戶結單、通知書及交易確認函予本人/吾等。所有賬戶結單、通知書及交易確認函在傳遞至本人/吾等在銀行紀錄上的本人/吾等之電郵地址（或如適用，通過該等其他電子傳送方式），則其被視為已即時被本人/吾等收到。

## **20. 電子訊息提示服務**

- 20.1 在本第 20 條中：

「**客戶裝置**」指本人/吾等用以接收電子訊息提示服務下任何電子訊息的裝置；

「**電子訊息提示服務**」指銀行通過流動電話、電郵、WeChat 或其他電子渠道或方式而不時根據本條款提供的訊息服務（包括手機短訊股票到價提示服務）；

「**電子訊息**」指在電子訊息提示服務下任何由銀行向本人/吾等傳送的訊息；

**「服務提供者」**指提供或維持渠道（通過其銀行提供電子訊息提示服務）之任何人士；及

**「手機短訊股票到價提示服務」**指銀行經流動電話所提供股票到價提示服務。

- 20.2 銀行有權不時制定所提供電子訊息提示服務的範圍。銀行可隨時增加、修訂或縮減電子訊息提示服務的範圍而無需給予任何通知或理由。
- 20.3 本人/吾等確認經由電子訊息提示服務發送的資料只供本人/吾等參考之用，本人/吾等或任何其他人士不應依賴該等資料或以其作為有關事件的終局性證據。
- 20.4 若就與電子訊息提示服務有關或為電子訊息提示服務而向銀行提供的任何資料/文件發生任何更改，本人/吾等須立即通知銀行。
- 20.5 若本人/吾等不願意接收任何電子訊息，本人/吾等須立即通知銀行。
- 20.6 就提供電子訊息提示服務而言，若訊息沒有傳送或延遲傳送，或訊息有任何錯誤或傳送失敗，銀行無須對此負責（除非該等情況是由於銀行的疏忽或失責所致）。特別是對於銀行、服務提供者或任何該等公司無法合理控制的情況所產生的後果，包括但不限於客戶裝置由於任何原因失靈而無法接收訊息、設備或安裝的任何通訊中斷、機械故障、路徑故障、功能故障、失靈、中斷或錯誤，銀行、服務提供者和任何該等公司均不承擔任何責任或義務。為免生疑問，銀行概不承擔任何因服務提供者或任何該等公司的行為所引起的任何責任。
- 20.7 銀行可因任何原因暫停或終止電子訊息提示服務而無須另行通知本人/吾等。該等原因包括但不限於數據無效、有關帳戶的關閉、任何有關的電訊公司或服務提供者的故障、維護、更改、擴容及/或提升工程。對於該等暫停或終止，銀行概不承擔責任。
- 20.8 儘管銀行可能已經就特定的銀行服務或交易而向本人/吾等提供電子訊息，銀行並沒有任何責任去繼續（或及時向本人/吾等）就類似的銀行服務或交易提供相關的電子訊息。本人/吾等不應依賴電子訊息提示服務或其作為終局性證據去證實或確認任何銀行服務或交易的存在或狀況。
- 20.9 電子訊息不應被視為在任何司法管轄區要約或游說認購任何產品或服務。
- 20.10 銀行不會接受任何本人/吾等就銀行產品/服務而透過電子訊息提示服務向銀行發出的指示或按該等指示行事。
- 20.11 銀行可保留任何電子訊息的記錄作將來查詢之用。
- 20.12 本人/吾等須負責客戶裝置的安全，並須採取一切合理的預防措施防止任何其他人讀取任何機密資料。
- 20.13 銀行所發的電子訊息皆是單向的，本人/吾等不應回覆該等訊息，尤其不應於任何回覆內提供任何帳戶或保安資料，例如密碼。如本人/吾等收到任何聲稱由銀行發出並索取該等資料之電子訊息或遇到其他於該等訊息或電子訊息提示服務中的不尋常事項，應立即通知銀行。
- 20.14 客戶裝置不得被擅自修改（如：刷機、改機、越獄等），而本人/吾等不得在使用銀行服務或輸入敏感資料時使用該等裝置。
- 20.15 本人/吾等有責任確保客戶裝置上的所有應用程式均不是下載自任何不可信任的來源。
- 20.16 在銀行的要求下，本人/吾等須簽署銀行認為在提供電子訊息提示服務方面屬必需或適當的有關表格及/或文件，及提供銀行認為在提供電子訊息提示服務方面屬必需或適當的有關資料及執行有關行為。
- 20.17 如本人/吾等沒有遵守本 20 條中任何條文的規定，則對於任何機密資料的洩露，銀行概不負責。
- 20.18 服務提供者或任何支援電子訊息提示服務的第三方並非銀行的代理人，亦非銀行的代表。銀行與該等第三方之間並無任何合作、合夥、合營或其他關係。
- 20.19 本人/吾等確認並同意服務提供者或任何支援電子訊息提示服務的第三方可能會取得與電子訊息提示服務有關而在任何電子訊息中載有的資料。

- 20.20 本人/吾等確認並同意就任何服務提供者或任何支援電子訊息提示服務的第三方所施加的條款及條件自行負責及受其約束。銀行無需就任何本人/吾等違反該等條款及條件負責。
- 20.21 電子訊息提示服務只供本人/吾等單獨及獨有地使用。
- 20.22 本人/吾等須負責採取適當措施，以隨時監察及控制電子訊息提示服務的使用，並採取適當安全措施以防止未經許可的人士使用服務或將服務用於未經許可的用途。
- 20.23 銀行保留在向本人/吾等發出通知的情況下，不時就提供電子訊息提示服務而修訂任何現有收費結構及/或加收費用的權利。
- 20.24 本人/吾等須負擔服務提供者或任何支援電子訊息提示服務的第三方就提供電子訊息提示服務而收取的任何費用、收費或支出。
- 20.25 若銀行可證明已將電子訊息發送給服務提供者，則對於本人/吾等由於沒有收到準確的電子訊息或根本沒有收到電子訊息所遭受的損失，銀行概不負責。
- 20.26 在不影響上述 20.7 條的情況下，銀行概不就以下事項所導致或有關的後果向其本人/吾等或任何其他人士承擔任何責任或義務（除非該等事項是由於銀行的疏忽或失責所致）：
- (a) 因任何理由而在提供電子訊息提示服務時出現的任何干擾、中斷、延誤、損失、毀壞或其他故障；
  - (b) 與電子訊息提示服務有關的任何機械故障、電力故障、失靈、或裝置問題；及
  - (c) 服務提供者或任何第三方就提供電子訊息提示服務而造成的任何損失。
- 20.27 就使用電子訊息提示服務而導致本人/吾等的資料、客戶裝置、本人/吾等電訊設備或其他設備發生任何損失或損害，銀行概不負責（除非該等損失或損害是由於銀行的失責或疏忽而引起）。
- 20.28 本人/吾等須就銀行、其職員及雇員因提供電子訊息提示服務所導致的任何法律行動或訴訟而承受的一切合理的法律責任、索償、要求、損失、損害、訴訟費、任何形式的費用及開支（包括但不限於按全額補償基準支付的法律費用）負責（除非該等損失或損害是由於銀行的失責或疏忽而引起）。
- 20.29 本人/吾等須負全部責任核實任何經由電子訊息提示服務接收的資料。銀行不會就本人/吾等或任何人士倚賴任何評論、確認、資料或數據而負上任何責任（不論是侵權行為責任或合約責任或其他方面）。
- 20.30 就有關手機短訊股票到價提示服務，除本條款及條件之其他適用條文外：
- (a) 本人/吾等明白本人/吾等有責任（由本人/吾等獨自承擔有關費用）向銀行註冊本人/吾等之流動電話；
  - (b) 銀行有權因任何原因在沒有通知的情況下暫停提供手機短訊股票到價提示服務，因任何原因，包括但不限於由有關的電訊公司造成或引起的網絡故障，或因進行任何與網絡有關的維修、修改、擴充及/或系統改良而暫停，銀行對此等暫停服務將毋須負任何責任；
  - (c) 銀行及銀行為提供手機短訊股票到價提示服務而指定的電訊公司不會就在傳送的訊息或資料上有任何失誤或延誤，或該等訊息或資料有任何錯誤或不準確負上任何責任。銀行及此等電訊公司尤其不會就在其合理範圍內不能控制的情況下，包括但不限於本人/吾等的流通電話因任何原因而未能接收訊息、任何電訊故障、機器故障、停電、機件或設備失靈、損壞、中斷、設備或裝備不足、天災、政府行為、社會動亂、罷工、戰爭、火災、水災或爆炸而造成或引起的後果，負上任何責任；
  - (d) 向本人/吾等提供流動電話服務的電訊公司如徵收任何與手機短訊股票到價提示服務有關的費用、收費及支出，概由本人/吾等自行負責；
  - (e) 銀行沒有就所提供資訊及數據的正確性和可靠性作出任何陳述或保證。亦不對由於任何資訊及數據不確或遺漏所引起之損失或損害負上任何責任（不論是民事侵權行為責任或合約責任或其他）；及

- (f) 銀行保留可在不給予通知或理由的情況下，隨時變更、修改、暫停、撤銷或終止手機短訊股票到價提示服務的權利。

## 21. 以電子通訊方式發出的指示的授權及彌償

- 21.1 就任何有關證券的任何交易，本人/吾等謹此授權銀行可基於任何目的，根據本人/吾等任何一人或吾等授權的任何人士可能不時或聲稱以電話、傳真或銀行可能不時認可的任何其他電子通訊方式發出的任何指示或通訊行事。
- 21.2 本人/吾等明白及確認，由聲稱為本人/吾等的人士所作出的上述任一指示或通訊之風險須由本人/吾等負擔，且只要銀行已真誠地行事，其將毋須對任何由此而產生的損失或損害負責任。
- 21.3 鑑於銀行同意根據上述指示或通訊行事，本人/吾等同意及承諾如下：
- (a) 銀行獲授權以書面或錄音帶或銀行可能決定的其他方式，記錄本人/吾等任何一人/吾等授權的任何人士與銀行之間的任何及/或所有電話對話，而銀行的記錄（不論是以何種方式記錄）應為終局性，並對本人/吾等具有約束力。銀行可在其認為合適的期間屆滿後處置上述的書面記錄及洗掉有關錄音帶的內容；
  - (b) 只有在發出指示的人士可以（i）報出與指示相關的戶口號碼；或（ii）報出有關戶口獲授權簽署人的個人身份證號碼，及/或報出銀行可能要求提供的其他資料的情況下，銀行可以根據該等指示或通訊行事；
  - (c) 在根據該等指示或通訊行事之前，銀行可在自行決定的情況下要求本人/吾等以銀行可能指定的方式對上述的任何指示或通訊給予確認；
  - (d) 在沒有任何由銀行依照上述第（b）或（c）段指明的代碼、檢定或確認的情況下，銀行可以拒絕根據上述的任何指示或通訊行事（在該情況下，銀行應具有絕對酌情權以決定如何處置有關的指示或通訊），而不須因為拒絕或延遲行事而負上任何責任或法律責任；
  - (e) 倘若任何指示或通訊是以傳真方式發出，隨後再交付該指示或通訊的正本（而該正本須註明有關指示或通訊已經以傳真發出，以及發出傳真的日期），則在任何情況下，銀行將毋須因正本內欠缺有關資料所導致的後果負責，包括（但不限於）如該指示為付款指示，任何因為銀行重複執行付款或資金轉帳指示而招致的損失；
  - (f) 銀行將毋須就任何超出銀行控制範圍的原因，包括（但不限於）因為任何原因而引致傳輸或通訊設施出現任何故障或失效，或因為任何其他原因而引致傳輸或通訊出現故障或延遲或錯誤，以致未能或延遲根據上述的任何指示或通訊行事負上責任；及
  - (g) （如吾等有兩人或多於兩人）銀行提出要求時，對銀行根據上述的任何指示或通訊行事而直接或間接引致的所有索賠要求、法律程序、責任、損失及開支（包括法律費用）（共同及個別地）向銀行作出全數彌償。

- 21.4 本人/吾等可向銀行發出書面通知，以修改或撤銷本授權及彌償，而該授權及彌償須在銀行收到有關的書面通知後的兩（2）個營業日後開始生效。

## 22. 其他規定

- 22.1 於終止本條款時，本人/吾等會即時向銀行償還任何到期或拖欠的款項。
- 22.2 銀行及其代理獲授權在任何時間將 1 戶通的任何進賬款項用以償付本人/吾等拖欠銀行的債項及其他義務。

- 22.3 只要銀行或其聯屬人真誠地行事，銀行或其聯屬人毋須就延遲或未有履行義務及因此而導致的任何損失、損害或費用承擔責任。而且，對於任何因超越銀行或其代理控制範圍的事情（包括政府實行的限制、緊急措施的施行、外匯管制法令、第三者的行為、暫停買賣、戰爭、罷工、市場環境、民事騷亂、恐怖主義行為或恐嚇採取恐怖主義行為、天然災害或任何其他超越銀行控制範圍的情況）而直接或間接引起的後果，銀行或其代理均毋須承擔責任。
- 22.4 本人/吾等謹此確認，銀行已向本人/吾等解釋而本人/吾等已收到及閱讀本條款。同時，本人/吾等亦明白和接受本條款。本條款的中、英文版本如有歧義，概以英文版本為準。一般條款與本條款如有歧義，概以本條款為準。
- 22.5 銀行可按守則及指引之要求預先通知本人/吾等不時刪除、更換、新增或更改本條款的任何條款（包括任何適用費用或收費）。
- 22.6 銀行承諾，如銀行的名稱、地址、在證監會的持牌或註冊狀況（包括中央編號）、根據本條款提供予本人/吾等或本人/吾等可獲得的服務的性質、本人/吾等根據本條款向銀行支付的酬勞（及支付基準）有任何重大變更，銀行將以書面方式通知本人/吾等。
- 22.7 除本條款另有明文訂明外，本條款訂約方以外的任何人士概不可按照《合約（第三者權利）條例》（香港法例第 623 章）強制執行本條款的任何條款。若本條款的任何條款賦予任何第三方權力強制執行本條款的任何條款，銀行保留權利可在毋須該第三方同意的情况下，按本條款刪除、更換、新增或更改該條款或本條款的任何條款。
- 22.8 銀行並非獨立的中介人，理由如下（1）銀行有收取由其他人士（可能包括產品發行人）就銀行向本人/吾等分銷投資產品而提供的費用、佣金或其他金錢收益。詳情請參閱銀行按規定在訂立任何投資產品交易前或在訂立任何投資產品交易時須向本人/吾等提供的金錢收益披露及／或（2）銀行有收取由其他人士提供的非金錢收益，或與銀行可能向本人/吾等分銷的產品的發行人有緊密聯繫或其他法律或經濟關係。

## **第二部份：證券交易及債券交易的特別條款**

本第二部份的第 1 條之條文，除另行指定訂明外，均適用於證券交易及債券交易。本第二部份（包括附表）之其他條文，除另行指定訂明外，祇適用於證券交易。

### **1. 適用於證券交易及債券交易的條款**

- 1.1 於 1 戶通中之證券或債券轉入或轉出需經銀行同意，方可進行（銀行可拒絕同意而毋需給予任何原因，或附加其可能認為合適的條件作為給予同意的條件）。若銀行同意的話，則：
  - (a) 就證券或債券轉入 1 戶通之事宜，本人/吾等須在自行支付費用及開支的情況下安排及指示將有關證券或債券從轉讓方處轉移給銀行。當銀行收到有關證券或債券後，才會將證券或債券存入 1 戶通；
  - (b) 就證券或債券從 1 戶通轉出之事宜，銀行將在收到指示後於合理切實可行的情況下儘快安排將本人/吾等在 1 戶通中之證券或債券轉移給上述指示中所指定之第三方，但前提是：
    - (i) 本人/吾等負責促使該第三方收取由銀行轉移之證券或債券，並負責此等轉移之所有處理及轉讓費用及收費；
    - (ii) 在進行證券或債券轉移給銀行或保管代理人及以銀行或保管代理人之名義註冊登記時，有關方面未必可以轉移證券或債券；及
    - (iii) 本人/吾等並無欠付銀行債務。
- 1.2 除非銀行另行同意，否則不可向銀行存入或提取證券或債券的實物證書或文件。
- 1.3 銀行代表本人/吾等進行之證券交易及債券交易均受有關市場、交易所、結算所或司法管轄區不時所修改的法律、法規、組織章程、附例、規則、習慣、慣例、裁決與解釋，以及交易徵費所規限。
- 1.4 銀行可自行全權決定透過任何代理、聯屬人、任一交易所或結算所的成員，或有關市場的經紀執行本人/吾等的指示或交易或提供服務。銀行通常會擔任本人/吾等的執行代理。而就債券交易，若銀行本身作為本人/吾等的交易對手，這將會在有關的成交單據中向本人/吾等披露。
- 1.5 本人/吾等承諾不會發出任何涉及出售本人/吾等並不擁有的證券或債券的指示或違反有關適用的售買限制的指示。
- 1.6 銀行及/或其代理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，可決定在執行指示時的優先處理次序。
- 1.7 銀行可在沒有事前知會本人/吾等的情况下，將本人/吾等的指示與其他客戶的類似指示合併執行，而本人/吾等承認這種合併做法可能會引致執行價格升高或降低。如果未有足夠的證券或債券以滿足此等經合併的指示，銀行可在適當地考慮市場慣例及對客戶是否公平後，將有關交易向其客戶分配，但前提是客戶的指示相對於銀行本身賬戶作出的指示將獲優先處理。
- 1.8 對於因通訊設施發生故障或失靈或由於銀行或其代理無法合理控制的任何其他延遲或失誤而導致指示的傳送出現延誤或失效，銀行或其代理將毋須承擔責任。
- 1.9 由於客觀環境的限制及證券或債券價格迅速改變，銀行或其代理未必永遠可以全數執行或以任何特定時間的報價或「最佳價格」或「市價」執行指示，但本人/吾等仍同意受該等執行指示的約束。
- 1.10 取消或修改指示的要求，只可在有關指示獲銀行及/或其代理執行之前才可進行，並須視乎是否獲銀行及/或其代理接納（銀行及/或其代理除有合理的理由外，不可拒絕接納有關要求）。如果本人/吾等要求取消的指示已經在其獲接納前全數或部份執行，本人/吾等同意會對有關交易負上全部責任。



1. 11 （適用於證券交易）除非本人/吾等已經向銀行及/或其代理發出與此相反的指示而有關指示已獲銀行及/或其代理接納，否則任何指示將在該等指示涉及的有關證券交易所的交易日結束時被視為失效。
1. 12 （適用於債券交易）除非指示在發出時已獲銀行確定被執行或銀行另行同意，否則指示將被視為自動失效。
1. 13 本人/吾等有責任向銀行查詢本人/吾等之任何指示是否已獲執行。銀行在執行指示後，將會於兩（2）個營業日內發出交易確認，及其後再發出定期結單，總結 1 戶通於月結單涵蓋期間的若干事項。除上述交易確認及定期結單外，銀行並無義務另行通知本人/吾等指示是否已獲執行。本人/吾等同意本人/吾等有責任確保每份交易確認及定期結單均按一般郵遞所需時間及時收取，否則將立即向銀行查詢及索取。

## 2. 祇適用於證券交易的條款

2. 1 對於因銀行代理的任何行為、錯漏或破產而導致本人/吾等蒙受的或與之有關的任何損失或損害（不論任何性質），銀行或其代理均毋須對本人/吾等負責，但前提是銀行或其代理（視情況而言）已按其處理本身業務的謹慎程度去委任代理。
2. 2 銀行或其代理都不能保證本人/吾等的指示會被執行。銀行及其代理獲准要求獲得、接受及為其本身的利益保留任何因銀行為本人/吾等執行任何交易而產生的回扣、經紀費、佣金、報酬、利潤或其他利益，而毋須每次向本人/吾等披露。
2. 3 每項關於證券交易的指示必須按銀行或其代理的要求完整地載有證券的數量、價格（除市價盤外）及其他有關詳情的內容。每當銀行或其代理為本人/吾等進行證券交易時，本人/吾等有責任接受證券實際執行數額及證券實際交易價格。
2. 4 客戶可以於銀行不時已向客戶訂明的時間內提出提示，而銀行可就該時間不時作出更改或修訂。
2. 5 銀行無需確定證券客戶的國籍或住所或所存入的證券是否已獲准由外方擁有或受制於任何外匯管制或條款。若在外地上市的證券在限制外資擁有證券的司法地區被接納，除客戶明確指示外，銀行無責任查究證券擁有人的國籍。
2. 6 所有證券的價格均由香港聯合交易所有限公司及/或其他公司向銀行提供。銀行及資訊供應商（定義見以下第 2.9 條）將盡力確保所有資料均準確及可信，惟無法保證該等資料絕對準確，同時亦不會負責（無論是侵權、合約或其他方面的責任）因任何偏差或遺漏所引致的損失或損害。
2. 7 在出售經紀未能於結算日交收證券而銀行需於公開市場代本人/吾等購買的證券之情況下，銀行將對在該公開市場買入證券的任何價格差別及所有與在該公開市場買入證券有關之支出負責。
2. 8 銀行及/或其代理可自行全權決定某些證券不得透過 1 戶通買賣或持有。在本人/吾等進行任何證券交易時，本人/吾等有責任查詢該等證券是否受此規限。
2. 9 銀行可提供一些獨立地從某些金融市場資訊服務供應商、財經資訊出版商、不同的證券市場（包括證券交易所及其聯屬公司）及其他供應商（「資訊供應商」）方面獲得的金融市場數據、報價、價格、匯率、新聞、報告、分析、統計數字或其他類似資訊（「資訊」）。銀行或任何資訊供應商並不保證或擔保向本人/吾等提供的資訊的準確性、完整性、合時性或其正確排序。本人/吾等承認資訊不得被視為充足或可靠，足以制定任何投資或交易決定、決策或策略，也不得用於上述目的之上。
2. 10 本人/吾等同意，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。



- 2.11 資訊乃屬於資訊供應商所有。本人/吾等承諾只會將向本人/吾等提供的所有資訊用於與銀行的交易之上，並承諾不會將之用於任何其他目的。本人/吾等須將資訊保密，不得在沒有取得銀行或資訊供應商的明確事先書面同意的情況下，以任何形式複製、再傳送、發佈、出售、散佈、刊發、廣播、傳播或在商業上使用任何資訊，或將任何資訊用於任何非法用途。本人/吾等須遵從銀行或任何資訊供應商在保護資訊的知識產權方面所提出的合理要求。本人/吾等不得從任何資訊中（包括以電子方式取得的資料的打印本）刪除版權或其他知識產權的通知。
- 2.12 銀行或任何資訊供應商均無需對證券的應付稅項或與證券有關的稅項、證券的管理或減值承擔責任。
- 2.13 除本第 2 條外，本人/吾等亦將遵從本第二部份之附表一、二及三內的條款。
- 2.14 銀行或其代理於任何時候在 1 戶通中所持的全部證券均須受留置權的約束，並須持有作為解除本人/吾等對銀行或其代理所承擔的一切債項及其他義務的擔保。銀行或其代理（經銀行授權）可將有關證券出售並將出售所得款項（於扣除開支後）用以償付本人/吾等拖欠銀行或其代理的任何債項及其他義務。

## 第二部份之附表一

### 使用條款 - 法律通知及免責聲明

本附表一所載之條款與條件適用於透過銀行的銀行終端機、交易終端機或其他分發途徑由湯森路透或其聯屬公司向本人/吾等提供的資訊（「**資訊服務**」）。

#### 1. 資訊材料的使用

資訊是按照湯森路透與銀行訂立的協議（「**該協議**」）而提供。

資訊服務中出現的資訊、數據、聲明及所有其他材料（不論以任何形式呈列）（以下統稱「**湯森資訊**」）可不在作出任何通知的情況下作出更改，且未必及時或準確。湯森路透及其聯屬公司和資料供應者（統稱「**湯森**」）對資訊的任何不準確性概不承擔責任。並且，正如下文「沒有保證」及「責任限制」的標題下進一步所述，銀行目前是以「所得資訊的現況」提供所有湯森資訊，所以本人/吾等須承擔其使用或依賴該等資訊的一切有關風險。

#### 2. 知識產權資訊

湯森是所有顯示資訊服務頁的頁面及螢幕，以及在該等頁面及螢幕所載的資訊及在資訊安排中的所有知識產權的擁有人或許可人。除非湯森在資訊服務、該協議或根據與湯森另行訂立的書面協議給予明確批准，否則不准使用湯森的任何知識產權。

#### 3. 沒有保證

湯森資訊是以「所得資訊的現況」及「可獲提供的資訊」的基準提供。湯森並不對湯森資訊的準確性、足夠性或完整性作出保證，並表明對湯森資訊的錯誤或遺漏不承擔責任。湯森不作出任何類別的保證（不論是默示或明示或法定的，亦不論是現在或將來的），包括（但不限於）對可商售性、適合於某個目的或並無電腦病毒或其他缺陷均不作任何保證。

#### 4. 責任限制

就有關資訊服務或在任何資訊服務頁面或螢幕內所載的湯森資訊或任何最終使用者對此等資訊的有關使用或不能使用，或就有關任何不能運作、錯誤、遺漏、中斷、缺陷、運作或傳送延誤、電腦病毒或其他缺點或損壞，或線路或系統的不能運作所引起的任何損害（包括（但不限於）直接或間接、特別、相連或附帶發生的損害、損失或開支），湯森在任何情況下均不負上任何責任，儘管湯森或其代表已被告知發生該等損害、損失或開支的可能性。

#### 5. 其他條款及條件

本法律通知及免責聲明是湯森與本人/吾等就本人/吾等獲取及使用資訊服務及湯森資訊的全部直接協議。其他有關使用資訊服務的限制（如適用）可能會由銀行提供給本人/吾等。湯森未能強制執行其在本法律通知及免責聲明中的任何權利，不得被視為其對該等權利的放棄。本人/吾等同意，法律通知及免責聲明的所有條款與條件均為公平及合理，而本人/吾等同意此乃按本人/吾等的個人意願接受該等條款與條件的約束。

## 第二部份之附表二 海外證券買賣補充條款

銀行可不時提供海外證券交易服務。當向銀行發出相關交易的指令時，本人／吾等同意並將視為同意受本海外買賣條款約束。

本海外買賣條款是現有條款及本第二部份的其他條文的補充、不影響現有條款及本第二部份的其他條文的效力，並且構成一般條款中所指的特別條款。在本海外買賣條款和現有條款及／或本第二部份的其他條文不一致的情況下，以本海外買賣條款為準。

### 1. 定義及釋義

1.1 在本海外買賣條款（及如適用，第五部份之第 C 段）中，下列詞語及詞句具有下列涵義：

- 「結算經紀」** 就買賣外國證券而言及在合適的情況下，指任何可由銀行隨時委任以提供與證券或 1 戶通有關的結算及他服務的結算經紀；
- 「現有條款」** 指適用於本人／吾等與銀行之間規管銀行向本人／吾等提供證券交易服務的現有條款、客戶戶口協定以及／或者其他相關通知和披露，無論書面還是非書面，包括但不限於，一般條款和任何特別條款（包括任何規管 1 戶通的特別條款）；
- 「外國證券」** 在香港境外上市、買賣或持有的證券；及
- 「海外買賣條款」** 指可能會不時修訂、更新、以及／或補充的本海外證券買賣補充條款。

1.2 除非上下文另有規定或說明，一般條款、現有條款及第一部份中定義的術語在本條款中使用時具有相同的意義。

### 2. 服務

2.1 本人／吾等同意並承認，就外國證券買賣而言及在合適的情況下：

- (a) 銀行可委任一名或多名結算經紀作為代本人／吾等處理及繼續保存 1 戶通的結算經紀，並執行及結算 1 戶通所持證券的有關交易；及
- (b) 有關證券及 1 戶通的服務（包括本人／吾等的指示）可透過一名或多名結算經紀履行及執行。

2.2 任何證券買賣的指示，如為定於指示當日完成必須於下文第 2.3 條規定的有關「截止時間」前接獲才予以接受。如此項指示因任何理由未被執行（或就已部分執行的指示而言，該項指示的任何尚未執行部分）應被視為此等指示所制定的交易日期結束時失效或如該指示發出期其為有關證券市場的公眾假期時，則該指示將於該市場公眾假期後的第一個交易日失效。其他指示而言，直至客戶取消該指示，該指示均仍生效。如客戶發出指示當天為有關證券市場的公眾假期，則該指示將於該市場公眾假期後的第一個交易日執行。

2.3 須於指示當日執行的任何證券買賣指示，必須在銀行已通知客戶的有關交易所或市場的「截止時間」之前接獲。

2.4 就任何證券買賣指示，銀行將使用銀行認為適當的貨幣兌換率。

2.5 對於因銀行代理（就銀行而言，包括結算經紀）的任何行為、錯漏或破產而導致本人／吾等蒙受的或與之有關的任何損失或損害（不論任何性質），銀行或其代理均毋須對本人／吾等負責，但前提是銀行或其代理（視情況而言）已按其處理本身業務的謹慎程度去委任代理。

### 3. 交易慣例

所有證券的價格均由不同資訊供應商提供，銀行及任何資訊供應商會盡力確保所有資料均準確及可信，惟無法保證該等資料絕對準確，同時亦不會負責（無論是侵權、合約或其他方面的責任）因任何偏差或遺漏所引致的損失或損害。

### 4. 陳述、保證及承諾

#### 4.1 本人/吾等在此向銀行保證、陳述及承諾如下：

- (a) 本人/吾等並無在 1 戶通開立時，亦將不會在 1 戶通存續期內任何時間，於該戶口內持有其他適用海外市場上市的任何公司證券或透過該戶口進行此等證券的交易，而在該等公司內，本人/吾等是：
  - (i) 該公司 5% 或以上任何類別附有投票權證券的直接或間接擁有人或實益擁有人（將包括按照信託或其他文據的附有投票權的股份）；
  - (ii) 在該公司擔任直接或間接管理職務或其他決策職務；
  - (iii) 與透過直接或間接擁有，或透過實益擁有權而擁有該公司 5% 或以上任何類別附有投票權證券之人士，或與在該公司擔任管理或其他決策職務之人士有密切關係（配偶、父母、兄弟姐妹、姻親），在財務上對其依賴，或是其財務主要支援；或
  - (iv) 一個正式或非正式的團體之成員，該團體共同行動時將會控制該公司的 5% 或以上任何類別附有投票權證券。

### 5. 交易確認書及結單

- 5.1 為方便本人/吾等透過電郵、互聯網或其他電子形式收取結算經紀發出的交易確認、戶口結單或其他文件，本人/吾等授權銀行代表本人/吾等採取所有為使本人/吾等向結算經紀辦理註冊登記的行動，以便收取電子確認、結單或其他文件，並代表本人/吾等簽署及完成所有相關的文件及手續。本人/吾等同意會繼續保存一個電郵地址以接收由結算經紀發出的電子確認、結單或其他文件。本人/吾等亦同意受結算經紀在上述電子傳送方面所規定的條款與條件的約束。
- 5.2 本人/吾等承認並同意，結算經紀透過電子形式傳送交易確認、戶口結單或其他文件會被視為向本人/吾等親自送達（不論本人/吾等是否已實際收到）上述各項，而本人/吾等將不會再透過普通郵遞方式收到紙張形式的交易確認、戶口結單或其他文件。

### 6. 其他規定

- 6.1 在適用法律允許的範圍內，本人/吾等同意，除了銀行在本特別條款及一般條款下的權益外，結算經紀亦是本人/吾等於本特別條款及一般條款所作出的陳述、保證、承認及承諾的第三方受益人，猶如該等陳述、保證、承認及承諾已由本人/吾等直接向結算經紀作出一樣。結算經紀可以其名義及為其本身的利益向本人/吾等直接強制執行其在本特別條款下明確授予結算經紀的權利，並可以其名義及為其本身的利益向本人/吾等直接強制執行其在一般條款下明確授予銀行的權利。
- 6.2 如果銀行認為以銀行利益而言或必須或適宜終止服務的任何其它事宜或時間情況下，包括任何有關監管規定的出現，如客戶居留於有任何限制客戶投資任何證券的國家及/或成為該等國家的居民，銀行可酌情：
  - (a) 取消任何客戶提供但未執行的指示；
  - (b) 終止代客戶或與客戶訂立的任何未完成的合約；

- (c) 無須經事先通知客戶而抵銷或預扣 1 戶通結存的任何款項或任何因客戶到期未付，欠付或應付銀行的其他款項（包括依據條款所應付的所有款項）而出售任何證券所得的收入；或
- (d) 無須通知客戶，把 1 戶通與客戶在銀行持有的任何其他戶口合併或綜合。

## 第二部份之附表三

### 中華通補充條款

銀行可不時通過中華通提供中華通證券交易服務。當向銀行發出相關交易的指令時，本人／吾等同意並將視為同意受本中華通條款約束，並確認本人／吾等已經閱讀並理解第五部份之第 G 段所列風險披露聲明和其他資訊。

本中華通條款是現有條款的補充、不影響現有條款的效力，並且構成一般條款中所指的特別條款。在本中華通條款和現有條款不一致的情況下，以本中華通條款為準。

#### 1 定義

以下定義字詞語在此（及如適用，在第五部份之第 G 段）具有下述或現有條款含義：

「**A 股**」指在中國內地 A 股市場（上海和深圳）而非聯交所上市和交易的、由中國內地註冊公司發行的任何證券。

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

「**現金**」指銀行根據本中華通條款收到的人民幣現金或現金等價物。

「**中央結算系統**」指香港結算營運的、用於結算聯交所上市或交易的證券的中央結算和交收系統，以及／或者為中華通設立的任何系統。

「**中華通**」指滬港通及／或深港通（視情況而定）。

「**中華通監管機構**」指管理中華通和與中華通有關活動的監管機構，包括但不限於，中國證監會、人民銀行、外管局、香港證監會和其他對中華通具有管轄權、職權或責任的管理機構、代表機構或監管機構。

「**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。

「**中華通法律**」指香港和中國內地不時頒佈的關於中華通或與中華通活動有關的法律和法規。

「**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）。

「**中華通規則**」指由任何中華通監管機構或中華通機構不時頒佈或適用的關於中華通或中華通有關活動的任何規則、政策或指引。

「**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的A股，並可由香港及國際投資者透過中華通進行交易。

「**中華通條款**」指可能會不時修訂、更新、以及／或補充的本中華通補充條款。

「**中國結算**」指中國證券登記結算有限公司。

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

「**結算參與人**」具有香港中央結算系統一般規則所指含義。

「**客戶資訊**」具有第 11.1 條所指的含義。

「**中華通路系統**」指中華通下用於接收和傳送訂單到中華通市場的交易系統以實現自動撮合和執行的中華通交易系統。

「**客戶證券規則**」指證券和期貨（客戶證券）規則（香港法例第 571H 章）。

「**客戶交易**」具有第 11.1 條所指的含義。

「**中國證監會**」指中國證券監督管理委員會。

「**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。

「**現有條款**」指適用於本人／吾等與銀行之間規管銀行向本人／吾等提供證券交易服務的現有條款、客戶戶口協定以及／或者其他相關通知和披露，無論書面還是非書面，包括但不限於，一般條款和任何特別條款（包括任何規管 1 戶通的特別條款）。

「**強制賣出通知**」具有第 9.1 條規定的涵義。

「**H 股**」指由中國內地註冊的公司發行的並在聯交所上市的任何證券。

「**港交所**」指香港交易及結算所有限公司。

「**香港結算**」指香港中央結算有限公司，一間由港交所全資擁有的附屬公司。

「**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）。

「**中國內地上市公司**」具有第五部份之第 6 段第 15 條所指含義。

「**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。

「**市場數據信息**」指本中華通條款附件 1 中所指的市場數據信息。

「**非交易股票過戶**」指涉及中華通證券實益所有人變更的中華通證券過戶，且該過戶未通過中華通服務進行，亦未在中華通市場執行。

「**北向交易**」指香港和國際投資者通過中華通進行的中華通證券交易。

「**人民銀行**」指中國人民銀行。

「**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。

「**人民幣**」指中國內地的法定貨幣，在香港可交付使用。

「**外管局**」指國家外匯管理局。

「**聯交所**」指香港聯合交易所有限公司。

「**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。

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

「**香港證監會**」指證券及期貨事務監察委員會。

「**證券及期貨條例**」指證券及期貨條例（香港法律第 571 章）。

「**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實盤交易而不能進行中華通實盤交易。

「**上交所**」指上海證券交易所。

「**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。

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

「**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）。

## 2 適格投資者

本人/吾等持續的，包括但不限於在本中華通條款生效的第一天以及本人/吾等根據本中華通條款下達或發出與中華通證券有關的指示的每一天，承諾並保證本人/吾等：

- (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。



### 3 遵守中華通法律和中華通規則

- 3.1 中華通證券的任何交易都受到中華通法律和中華通規則的限制，其中一些在第五部份之第 G 段中提及。
- 3.2 本中華通條款強調了本中華通條款制定之日中華通的若干重要特點。銀行概不對附件一及第五部份之第 G 段中所列資訊的任何不準確或錯誤陳述負責。本中華通條款並不旨在涵蓋所有的中華通法律和中華通規則。本人/吾等明白本人/吾等需要對理解和遵守中華通法律和中華通規則以及中華通北向交易的任何後果負全部責任。銀行不會也並不打算就任何中華通法律和中華通規則給予本人/吾等建議。如需獲得更多資訊，本人/吾等應不時參閱港交所網站和香港證監會網站上與中華通相關的網頁及其他消息來源。
- 3.3 如果銀行按銀行之絕對酌情決定權決定為中華通法律、中華通規則或市場慣例之目的必須或可取的，銀行有權對中華通的中華通證券交易採取任何程序或要求。銀行或關聯人士不對此程序或要求而導致的任何直接或間接的損失或風險承擔任何責任。
- 3.4 如果存在以下情況（包括但不限於），銀行可按銀行之絕對酌情決定權拒絕執行本人/吾等發出的任何指示：
  - 3.4.1 該指示不符合中華通法律或中華通規則，或者銀行合理認為該指示可能與任何中華通法律或中華通規則不符，或者銀行經聯交所要求不接受該等指示；
  - 3.4.2 在不影響本人/吾等在第 7 條（遵守交易前檢查規則）項下義務的情況下，對於任何滬股賣出中華通證券的指示，銀行按銀行之絕對酌情決定權確定本人/吾等在發出該等指示時沒有足夠的股票完成交付義務或如果提交該指示將會使銀行違反中華通法律或中華通規則下的交易前檢查要求或相關要求；以及
  - 3.4.3 對於任何北向買入中華通證券的指示，銀行按銀行之絕對酌情決定權決定本人/吾等在交收日沒有足夠的資金完成付款義務。

銀行及關聯人士不對由上述拒絕造成的任何直接或間接損失或風險承擔責任。

- 3.5 在不影響前述條款的前提下，在相關情況（包括但不限於在中華通監管機構要求或指示）下，銀行無需事先通知本人/吾等，可按銀行之絕對酌情決定權暫停、終止或限制本人/吾等通過銀行進入中華通市場。
- 3.6 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。

### 4 風險披露和確認

當指示銀行進行任何中華通證券交易時，本人/吾等已確認如下內容：

- 4.1 本人/吾等確認，本人/吾等已閱讀並理解第五部份之第 G 段所列的風險披露和其他資訊，並且明白該第 G 段所列本人/吾等的義務、包括違反中華通法律和中華通規則的任何後果。
- 4.2 本人/吾等確認，存在禁止中華通證券交易的風險，並且本人/吾等的中華通證券交易訂單可能不會被接受。
- 4.3 本人/吾等確認，銀行及關聯人士不對本人/吾等由於銀行及關聯人士就提供中華通證券交易的作為或不作為（包括但不限於第五部份之第 G 段所列的任何風險因素的發生）而造成的任何直接或間接損失、責任或第三方的索賠或要求負責。
- 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。
- 4.8 本人/吾等確認，在銀行通知本人/吾等的北向買入訂單已交收前，本人/吾等將不會就該北向買入訂單所買入的中華通證券發出北向賣出訂單。
- 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。
- 4.10 本人/吾等確認並將負責支付中華通法律或中華通規則要求的與中華通證券和該證券股息或權益相關的所有費用、收費、徵稅和稅費，並遵守任何相關申報或註冊登記義務。
- 4.11 本人/吾等確認並接受，銀行受限於中華通規則下保存記錄的要求，因此將會保存與本人/吾等北向交易相關的記錄（包括電話、電子通訊記錄和賬號資訊）20 年或中華通規則或法律要求的其他年限。
- 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。

## 5 聲明

- 5.1 本人/吾等持續向銀行作出本條所列的如下聲明：
- 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。

## 6 處理訂單

- 6.1 銀行將會公平的處理客戶訂單。銀行在處理訂單時，可能會將本人/吾等的北向交易訂單與其他客戶或銀行其聯屬公司的北向交易訂單合併處理。這可能在某些時候使本人/吾等處於不利地位，並且由於第五部份之第 G 段所述限額控制的原因，可能導致本人/吾等的訂單僅部分執行或全部無法執行。
- 6.2 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。

## 7 遵守交易前檢查要求

- 7.1 本人/吾等承諾本人/吾等將會遵守中華通監管機構、中華通機構強制要求的或銀行通知本人/吾等的與交易前檢查有關的任何要求。
- 7.2 另外，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，以滿足在有關交易日任何擬作出的賣出訂單。
- 7.3 如果銀行認為在適用的截止時間前（由銀行不時通知本人/吾等的），無論因何等原因本人/吾等的賬戶內沒有足夠可用的中華通證券以交收賣出訂單，銀行可以根據其自身的絕對酌情決定權：
  - 7.3.1 拒絕本人/吾等的賣出訂單（部分或全部）；
  - 7.3.2 使用銀行在指定的中央結算系統股票賬戶內自有或銀行代客持有的中華通證券以滿足本人/吾等賣出訂單的事前檢查要求。在此情況下，因銀行購入或通過其他途徑獲得本人/吾等賣出訂單下未能交付的等量中華通證券所產生的任何費用、損失或支出，本人/吾等需按照銀行根據其自身的絕對酌情決定權確定的條款、價格（包括與之相關的費用和支出）和時間補償銀行；或
  - 7.3.3 採取任何銀行認為符合交易前檢查和／或相關中華通法律或中華通規則所必需或可取的行動以彌補本人/吾等的差額（包括但不限於，採用銀行通過其他途徑可得的中華通證券）。
- 7.4 另外，如果由於任何其他原因銀行認為可能不符合中華通法律或中華通規則，銀行可以自行決定拒絕本人/吾等的賣出訂單（部分或全部）。由於不符合或潛在不符合交易前檢查和／或相關中華通法律和中華通規則而造成的任何風險、損失或費用將由本人/吾等承擔。
- 7.5 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。

## 8 交收和貨幣兌換

- 8.1 由於所有的北向交易都以人民幣交收，如果銀行在北向交易買入訂單交收前不能收到足額的人民幣資金以支付該筆中華通證券買單，交收將會延遲及／或失敗。本人/吾等將可能無法取得賣出或轉讓該中華通證券的權利。當銀行代表本人/吾等持有任何資金時，如果沒有充足的人民幣資金支付任何中華通買入訂單或其他與中華通有關的支付義務，本人/吾等授權銀行將銀行代本人/吾等持有的任何幣種的資金兌換為人民幣以達到此支付目的。
- 8.2 無論現有條款如何規定，當根據本中華通條款需要將一種貨幣兌換為另一種時，該兌換可由銀行以合理的商業方式自動進行，無需事先通知本人/吾等。根據本中華通條款將一種貨幣兌換為另一種貨幣而造成的或與之有關的任何風險、損失或者費用（包括費用、收費及／或備金）將由本人/吾等承擔。
- 8.3 本人/吾等同意如果本人/吾等不能按時支付任何與中華通證券買入指示有關的付款義務，銀行有權無需事前通知本人/吾等而立即採取銀行認為合適的方式以減少或消除銀行遭受或可能遭受的任何損失或責任（包括但不限於，採取任何措施賣出、變現、處置或其他方式處理相關中華通證券），並且本人/吾等應補償銀行並確保銀行免受因行使上述權利而產生的任何責任、費用或其他損失。本人/吾等進一步同意，銀行無需對

本人/吾等因銀行或銀行的代理人根據本條採取或未採取行動所導致的任何損失、價值減損或其他損害承擔任何責任。

- 8.4 無論現有條款如何規定，當銀行認為人民幣的流動性不足，無法交收任何買入訂單時，銀行可根據其絕對酌情決定權拒絕本人/吾等下達的該買入訂單指示。

## 9 銷售、轉讓和追繳

- 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。
- 9.2 就任何強制銷售通知而言，本人/吾等授權銀行在本人/吾等未能及時遵守客戶強制出售通知時，以本人/吾等的名義，在遵守所有中華通法律和中華通規則所必需的範圍內，按照銀行根據銀行絕對酌情決定權決定的價格和條款出售或安排出售該中華通證券。
- 9.3 當受限於強制出售通知的、本人/吾等所擁有的中華通證券已經從交收相關北向交易買入訂單的結算參與人（「**原結算參與人**」）轉移到另一結算參與人或託管人（「**受讓代理人**」）時，本人/吾等授權銀行以本人/吾等名義向受讓代理人發出指示要求其將相關中華通證券歸還給原結算參與人，以使原結算參與人根據中華通法律和中華通規則進行出售和清算。本人/吾等亦承諾通知受讓代理人此項授權，並且在需要時，本人/吾等承諾指示受讓代理人依此執行。
- 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（如第五部份之第 G 段第 16 條（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。
- 9.5 除以上情況外，本人/吾等授權銀行對本人/吾等所擁有的中華通證券採取出售、轉讓或任何其他行動，如果任何中華通監管機構向銀行提出該要求，或銀行根據其自身的絕對酌情決定權決定以上作法是為了符合任何中華通法律或中華通規則所必須或可取的。
- 9.6 銀行及任何關聯人士對銀行或任一關聯人士根據本條採取的任何措施而本人/吾等直接或間接導致的任何損失或風險不承擔任何責任。

## 10 託管

### 10.1 適用

本條僅適用於當本人/吾等根據中華通規則和中華通法律下的交易前檢查向銀行交付中華通證券的情況。

### 10.2 託管服務的性質

- 10.2.1 本人/吾等確認銀行向本人/吾等提供與港通規則和中華通法律下的交易前檢查有關的託管服務。本第 10 條中的條款並不影響本人/吾等與銀行的附屬機構之間達成的任何向本人/吾等提供託管服務的協定。
- 10.2.2 本人/吾等確認銀行為其他客戶及其自身進行中華通證券業務。
- 10.2.3 本人/吾等應單獨對根據本第 10 條持有的中華通證券所涉及或有關的、任何相關政府機構或其他機構要求的所有申報、報稅和交易報告負責。

### 10.3 開立託管賬戶

- 10.3.1 本人/吾等授權銀行在銀行簿冊中以接收、妥善保管和維護中華通證券為目的開立一個或多個託管賬戶（「託管賬戶」）。
- 10.3.2 銀行將根據其合理的酌情決定權決定是否將擬交付的任何中華通證券接收至託管賬戶。

## 10.4 託管程序

- 10.4.1 在通過最終交收收到中華通證券前，銀行沒有義務將該等中華通證券貸記入託管賬戶。
- 10.4.2 如果銀行收到一個或多個指示使從託管賬戶交付的中華通證券的數量超過已貸記入託管賬戶的數量，銀行可拒絕任何該等指示或按任意順序選擇執行任何指示的部分或全部。
- 10.4.3 本人/吾等確認交付中華通證券和相應的支付可能不會同時進行。因此，如果銀行收到指示要按付款交付中華通證券或按交付支付中華通證券，銀行可能按照相關市場慣例、規則、以及/或者適用的法律或法規對中華通證券進行或接收支付或交付。
- 10.4.4 銀行僅在收到特定指示後根據特定指示（除非本中華通條款另有明確規定）對中華通證券進行支付，以及/或者接收或交付中華通證券。
- 10.4.5 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。
- 10.4.6 本人/吾等確認銀行可在銀行根據其絕對酌情決定權決定的時間向本人/吾等或本人/吾等的通常託管人再次交付銀行以本人/吾等名義進行交收時沒有使用的任何中華通證券。同樣，本人/吾等確認，銀行可在收到本人/吾等帳戶內中華通證券的任何分派或付款的一個交易日內向本人/吾等或本人/吾等的通常託管人或銀行交付或支付該等分派或付款（扣除本人/吾等應向銀行支付的任何費用或其他開銷的淨額）。由於對於該再次交付或支付銀行可能需要事先授權，本人/吾等將在收到銀行的請求後立即（向銀行以及/或本人/吾等的通常託管人以及/或任何其他人）發出銀行所需的指示。
- 10.4.7 在銀行盡合理努力之後，仍未能(a)向本人/吾等或本人/吾等的通常託管人再交付該中華通證券，或者(b)向本人/吾等或本人/吾等的通常託管人或銀行交付或支付任何分派或付款的情況下，例如但不限於，當(a)本人/吾等未根據銀行的合理請求提供所需指示，並且/或者(b)本人/吾等的通常託管人拒絕接受任何中華通證券的交付或付款，本人/吾等授權銀行根據銀行的絕對酌情決定權進行出售、變現或以其他方式處置相關中華通證券，並將銷售、變現和/或處置所得以及/或者任何分派或付款過戶至本人/吾等的通常銀行帳戶，或如果沒有銀行帳戶，則過戶至銀行為本人/吾等於第三方銀行（即在收到向本人/吾等所選帳戶進行支付的指示前，銀行根據銀行的絕對酌情決定權所選的第三方銀行）開立的帳戶。
- 10.4.8 銀行沒有任何義務對本人/吾等帳戶內與中華通證券有關的任何支付或分派進行代收、接收或採取任何其他措施（包括出席任何股東大會以及/或行使任何投票權），或通知本人/吾等與中華通證券有關的任何通知、通函、報告、公告或類似公司行為的條款或存在。本人/吾等確認在特定情況下，包括但不限於，因任何中華通法律或中華通規則，使香港結算或其代理人（以及銀行或本人/吾等）難以、不能或不被允許行使任何與中華通證券有關的權利或權益，或參與任何與之相關的行動、交易或其他事項。如果銀行進行了該代收、接收或採取該行為，或向本人/吾等提供該通知，或根據該通知採取任何行動，銀行沒有：

- (i) 不對任何不準確或延遲承擔任何責任；以及
- (ii) 沒有繼續或重複任何該行為的義務。

## 10.5 匯集/次託管/結算系統

- 10.5.1 銀行可將中華通證券匯集，並視其與其他客戶相同的中華通證券可互換。銀行可在任意時間向本人/吾等分配等量的中華通證券，而不必向本人/吾等歸還本人/吾等向銀行交付的原中華通證券。

10.5.2 根據法律、法規或市場慣例的要求，銀行可將中華通證券存放在任何次託管人或結算系統，並不對任何次託管人或結算系統的執行或監管或其操作負責。另外，銀行不對任何結算系統的任何行為、疏忽或破產負責。如果本人/吾等因任何結算系統的疏忽、故意違約或破產而產生損失，銀行將根據其自身的絕對酌情決定權採取合理措施向相關結算系統尋求補償，但銀行沒有義務進行法律訴訟、在任何破產程序中提交申索證明、或採取類似措施。

## 10.6 本人/吾等確認

10.6.1 在本中華通條款生效期間，本人/吾等確認：

- (i) 本人/吾等有權在託管賬戶保存並持有中華通證券，並且不存在對任何交付中華通證券或可能有不利影響的申索或權益負擔；以及
- (ii) 如果本人/吾等作為本人/吾等客戶的代理人，無論在任何時候是否向銀行明示，該客戶不是或不被視為銀行的客戶或間接客戶，本人/吾等是本中華通條款下的義務的本人。

10.6.2 本人/吾等將根據銀行的請求立即執行銀行為履行本中華通條款下義務或符合中華通規則或中華通法律的要求所需的文件，並採取銀行為上述目的要求的行為和行動。

## 10.7 託管職責和責任

10.7.1 銀行僅有本中華通條款明確提出的職責。銀行沒有受信責任或其他隱含職責或其他任何類似義務。

10.7.2 銀行履行銀行的職責受限於：

- (i) 所有相關的當地法律、法規、法令、命令和政府法案；
- (ii) 任何相關股票交易所、結算系統或市場的規則、操作程序和慣例；以及
- (iii) 銀行無法合理控制的任何事項或情況。

10.7.3 對於本第 10 條所述任何託管服務：

- (i) 銀行不對本人/吾等遭受的任何損失或損害負責，除非該損失或損害由銀行的疏忽、故意不當行為或欺詐所致；
- (ii) 對於託管賬戶或銀行有關的服務，銀行在任何情況下不對任何的間接損失或損害（包括但不限於利潤損失）負責，無論是否可預見，亦無論該申索以何種行為提出；及
- (iii) 對於疏忽或故意不當行為，銀行的責任不能超過在相關時間替換相關中華通證券的費用或相關中華通證券的市場價值（取其較低者）。

10.7.4 銀行可確認接收指示的截止時間。如果銀行在已確認的截止時間之後收到指示，銀行可視為在下一交易日接收到此指示，並依此行事。

## 10.8 利息

本人/吾等託管賬戶將不存在應付利息。

## 10.9 留置權

對於本人/吾等對銀行的所有欠款，銀行除可能享有的其他救濟外，對代本人/吾等或本人/吾等賬戶所持有的所有中華通證券銀行將享有持續的一般留置權。

## 11 客戶資訊

11.1 **保存記錄：**若本人/吾等指示銀行代表本人/吾等的客戶進行中華通證券北向交易（「**客戶交易**」），本人/吾等需要保存與客戶交易有關的任何客戶指示和帳戶資訊（該等記錄「**客戶資訊**」）不少於 20 年（或銀行根據中華通法律或中華通規則可能指示本人/吾等的其他期限）。



11.2 **閣下的客戶作為中介人：**若本人/吾等指示銀行進行客戶交易，並且本人/吾等知道本人/吾等的客戶（直接或間接通過其他中介）以另一人士的中介人身份行事，而該人士為客戶交易的實益所有人，本人/吾等承諾並確認本人/吾等已經採取措施：

11.2.1 要求本人/吾等的客戶在 11.1 中所指明的期限內保存或促使保存與該客戶交易的實益所有人有關的客戶資訊；以及

11.2.2 使本人/吾等有權在銀行指明的期限內經請求獲得或披露與該實益所有人有關的客戶資訊，或促使獲得或披露該資訊。

11.3 **向中華通監管機構披露資訊：**若銀行收到任何中華通監管機構有關客戶交易的查詢，本人/吾等應在要求下並在銀行指明的期限內，向銀行或相關中華通監管機構披露與客戶交易的實益所有人有關的客戶資訊，或促使披露該資訊。

## 12 彌償

在銀行於現有條款項下的權利之外且以不損害任何該等權利為前提，本人/吾等將會按照全部彌償的基礎，彌償銀行、托管代理人、以及任何董事、高級工作人員和雇員（以下統稱「**被彌償方**」）因被彌償方就本人/吾等交易或投資中華通證券向本人/吾等提供的任何服務而直接或間接產生的任何申索、要求、行動、訴訟、損害、費用、支出、損失及所有其他責任，包括但不限於：（a）在中華通下交易或持有中華通證券而產生的任何稅費支出；（b）第五部份之第 G 段所指任何風險的實現；（c）因本人/吾等所發出的指示使被彌償方產生的任何法律費用；（d）因持有中華通證券而需要向任何清算系統支付的費用和開銷；或者（e）因上述第 9 條（銷售、轉讓和追繳）而產生的任何費用。

## 13 費用和稅費

13.1 本人/吾等應負責支付中華通法律或中華通規則規定的與任何中華通證券和該等中華通證券任何股息和權益有關的所有稅費，並須遵守中華通法律或中華通規則規定的與任何中華通證券和該等中華通證券任何股息和權益有關的任何申報或登記義務。

13.2 如果根據中華通法律或中華通規則銀行被要求支付任何稅費，銀行可在需要時通知本人/吾等並要求本人/吾等向銀行提供銀行認為滿足其自身義務所必需的任何相關資訊。本人/吾等必須在接獲請求時立刻向銀行提供該等資訊和文件，例如但不限於本人/吾等購買中華通證券的費用、本人/吾等或任何實益所有人的稅收狀況或居所。銀行可從應向本人/吾等支付的款項中預提或扣除相關稅費的金額，本人/吾等仍須承擔任何不足部分。

13.3 如果在合理時限內，銀行未從本人/吾等收到任何請求提供的資訊以履行銀行的義務，銀行有權根據銀行的絕對酌情決定權，無需進一步向本人/吾等發出通知或請求，為了滿足銀行或本人/吾等支付或抵付任何金額稅費的義務，立即賣出、兌現或按銀行根據銀行的絕對酌情決定權決定的其他處理方式處置本人/吾等在銀行賬戶內的、為任何目的由銀行持有的全部或部分財產，並使用所得款項抵消本人/吾等對任何稅務機關或銀行的欠款。

13.4 銀行沒有責任核對本人/吾等提供的資訊的準確性，並且有權依據該資訊履行銀行的義務。

13.5 銀行對未能享受任何稅收減免或沒有獲得稅收抵免優惠不承擔任何責任。

## 14 責任

無論本中華通其他條款如何規定，對於任何損害、責任或損失（包括利潤損失），銀行及任何關聯人士概不負責，亦不就該等損害、責任或損失對本人/吾等承擔任何責任。本人/吾等，除非該等損害、責任或損失是因銀行或關聯人士的欺詐、故意失責或過失所致。

## 15 終止

本人/吾等同意並確認銀行可隨時提供新服務或刪除/終止本中華通條款。第 3 條（遵守中華通法律和中華通規則），第 4 條（風險披露和確認），第 9 條（銷售、轉讓和追繳）、第 12 條（彌償）在本中華通條款終止後繼續有效。當本中華通條款終止時，銀行將根據本人/吾等的指示交付中華通證券及現金。如果

本人/吾等未能發出指示，銀行將繼續持有中華通證券和/或現金，並就此收取按照根據銀行的絕對酌情決定權決定的收費。在任何情況下，銀行有權根據其自身的絕對酌情決定權決定繼續持有中華通證券和/或現金，以便完成需要以本人/吾等名義交收的交易。

## 16 雜項

- 16.1 本人/吾等將會按銀行不時的收費標準支付與本中華通條款相關的費用、收費和支出。
- 16.2 本人/吾等將會按照銀行合理的請求簽署任何其他必要的文件和/或提供任何資料和資訊，以便因中華通規則不時修改或補充而變得必要時，銀行能夠履行銀行在本條款下的職責和義務。
- 16.3 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。
- 16.4 本人/吾等在此確認銀行已向本人/吾等解釋，並且本人/吾等已經收到並閱讀本中華通條款的中英文版本。如果中英文版本不一致，對於本中華通條款的不一致，英文版本將優先適用。
- 16.5 如果本中華通條款的任何條文全部或部分被認為不合法、無效或無法執行，該條款將在作出必要的刪除和修改以使其成為合法、有效和可執行並考慮各方當事人的商業意圖後適用。
- 16.6 任何一方未能或延遲行使本中華通條款下的任何權利或救濟不應被視為已放棄該權利或救濟；任何單獨或部分行使任何權利或救濟亦不妨礙該權利或救濟的其他或進一步行使，或行使任何其他權利或救濟。放棄追究對本中華通條款的違反行為不構成放棄追究之後其他任何違反行為。
- 16.7 銀行依照適用的守則和指引的要求，經事先書面通知，可在任何時間變更、刪除、替換、增加或修改本中華通條款。

## 17 適用法律和管轄

- 17.1 本中華通條款受香港法律管轄。
- 17.2 各方同意服從香港法院對本中華通條款下引起的或與本中華通條款相關的任何爭議的專屬管轄權。

## 18 市場數據信息

- 18.1 當本人/吾等從銀行及/或任何關聯人士收到任何市場數據信息，本人/吾等同意如下：
  - (a) 本人/吾等僅以終端用戶身份使用市場數據信息，且不會向任何人士傳播市場數據信息或授予任何人士接觸市場數據信息的權限，無論是否免費或以其他方式進行；
  - (b) 本人/吾等不會為任何非法目的使用或允許使用市場數據信息；
  - (c) 本人/吾等不會使用市場數據信息進行指數計算和編制或作為任何可買賣衍生產品的基礎；
  - (d) 限於第 18 (c) 條的規定，本人/吾等僅在本人/吾等自身的正常業務範圍內（不包括向任何人士或第三方傳播市場數據信息，無論是否以盈利或其他方式），為本人/吾等自身之目的，或者為使本人/吾等的軟件系統供應商能夠開發、連接或應用相關軟件解決方案之目的使用市場數據信息；
  - (e) 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）；
  - (f) 本人/吾等確認聯交所、其控股公司及/或該控股公司的任何子公司致力於確保所提供的信息的準確性和可靠性，但彼等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）；以及



- (g) 對於將從聯交所收到的市場數據信息向本人/吾等傳遞或使本人/吾等獲得該信息，銀行及/或任何關聯人士概不就任何市場數據信息的準確性或可靠性作出任何保證或陳述，亦不對因市場數據信息不準確或遺漏導致本人/吾等或任何第三方所蒙受的任何損失或損害承擔任何責任。

## 第二部份之附表三之附件一：市場數據信息

標籤 (Tag) ID*	標籤描述*	有關中華通證券信息的一般描述
2035B	SCTY-CODE	股票代碼
99160	LATEST-TRADE-PRICE	最新價格
99649	OPENING-PRICE	開市價格
99509	BEST-BID-PRICE	現時買盤價
99517	NUM-OF-SHARE-BID	現時買盤的股票數量
99510	BEST-ASK-PRICE	現時賣盤價
99518	NUM-OF-SHARE-ASK	現時賣盤的股票數量
99249	SHARE-TRADED	交易股票
99304	TURNOVER	成交量
99090	HIGHEST-TRADE-PRICE	最高價
99131	LOWEST-TRADE-PRICE	最低價
99213	PREV-CLOSING-PRICE	前日收市價格
99560	SUSP-FLAG	暫停標記

\*標籤 ID 及標籤描述根據中華通經紀自設系統對開放式交易網關接口規範。

### **第三部份：投資於單位信託、互惠基金、資產聯繫投資產品及其他投資產品的特別條款**

本第三部份之條文，除另行指定訂明外，均適用於有關單位信託、互惠基金、資產聯繫投資產品及其他投資產品但第二部份或第四部份沒有涵蓋的投資交易。

#### **1. 投資交易**

- 1.1 銀行獲授權按本人/吾等的指示及招售文件以本人/吾等代理人或主事人身份為本人/吾等購買、認購、申請、贖回、出售、轉換或變賣投資。然而，除非在銀行欺詐或故意錯失的情況下，銀行可酌情決定（但此酌情權不可不合理地行使）拒絕接受任何指示而毋須給予任何理由及為任何原因或有關於其不接受或履行此等指示或未有通知本人/吾等而導致本人/吾等損失負責。任何交易指不須待有關投資的管理公司、分銷代理、發行商或分銷商的最後確認方可作實。
- 1.2 任何投資的購買、申請、認購、贖回、出售、轉換或變賣將按有關投資的招售文件進行。本人/吾等將被視作在向銀行發出任何指示前閱讀並明白有關的招售文件。

#### **2. 交易慣例**

- 2.1 取消或修改指示的要求，只可在有關指示獲銀行執行之前才可進行並須視乎是否獲銀行接納（但銀行除有合理的理由外，不可拒絕接納有關要求）。如果本人/吾等要求取消的指示已經在獲銀行接納前全數或部份執行，本人/吾等同意會對有關交易負上全部責任。除非指示已獲銀行接納取消或修改，否則指示繼續有效。
- 2.2 本人/吾等有責任向銀行查詢本人/吾等之任何指示有否獲執行。銀行在替本人/吾等執行有關 1 戶通的指示後，將會在兩個營業日內向本人/吾等發出交易確認，及就任何規管法律、法規或營運守則規定需發出定期結單的投資而言，其後再定期向本人/吾等發出結單，總結本人/吾等的 1 戶通於結單內涵蓋期間所進行的交易。除上述交易確認及結單外，銀行並無義務另行通知本人/吾等指示是否已獲執行。
- 2.3 銀行有權：
  - (a) 不執行任何購買、申請或認購的交易指示，除非本人/吾等已向銀行於 1 戶通中提供結算資金，而其金額是在銀行認同下足夠支付有關的購買、申請或認購並連同與其相關的交易費用及開支；及
  - (b) 不執行任何贖回、出售或轉換交易指示，除非本人/吾等在發出有關指示前已將有關的投資存放於銀行就該特定投資而指定之戶口。
- 2.4 本人/吾等承諾在本人/吾等發出購買、申請或認購交易指示後，不會從 1 戶通中提取被銀行認為足夠支付有關的購買、申請或認購及與其相關的交易費用及開支的金額。
- 2.5 銀行可酌情決定在購買、申請或認購交易的交易日或結算日從 1 戶通中提取足夠金額以支付有關交易及與其相關的交易費用及開支。
- 2.6 本人/吾等須付還任何與本人/吾等有關的交收失誤而可能須支付的任何溢價及導致的損失、合理成本、費用及開支（包括根據全數彌償基礎計算的合理法律費用）。
- 2.7 銀行根據本條款而進行的任何交易、交收、行動或步驟所涉及的外匯兌換風險將由本人/吾等承擔。
- 2.8 本人/吾等同意銀行可酌情將本人/吾等存放在銀行或由銀行為 1 戶通而購買、申請或認購的投資，與其他客戶持有的同樣投資作統一處理或特定撥入 1 戶通。本人/吾等同意凡已被統一處理的投資，其有關及應支付給本人/吾等的累算股息或其他分派或利益或與其有關而蒙受的損失，應視乎情況而定在實際可行的時間內存入 1 戶通（受制於銀行實際收到有關累算股息或其他分派或利益），或從 1 戶通中扣除。
- 2.9 銀行毋須努力促使為轉入 1 戶通的投資轉讓登記。
- 2.10 任何由本人/吾等為存入銀行，由銀行代本人/吾等購買、申請或認購及保存之投資，銀行將以其代理人的名義登記。

- 2.11 除非另有任何適用法律、法規、營運守則或契約義務的規定，否則銀行或其代理人毋須將有關投資的任何通告、委任代理書、認購章程、招售章程、年報或其他文件或通訊轉交給本人/吾等。即使有以上規定，如銀行或其他代理人酌情決定需就該投資採取行動，而又未能接觸本人/吾等，或本人/吾等未有給予及時及足夠的指示給銀行，則本人/吾等謹此授權銀行或其代理人在其絕對酌情權下替本人/吾等採取其認為合適的行動，包括但不限於就以銀行的代理人名義登記，但本人/吾等為實益持有人的投資，行使投票權。除非有詐騙或故意錯失行為，否則銀行及其代理人毋須對所採取的行為負責。本人/吾等保證全數彌償所有因銀行及其代理人為本人/吾等的投資而保存於本人/吾等的 1 戶通而可能招致之成本、合理收費及開支。

## 第四部份：高息貨幣聯繫存款的特別條款

本第四部份之條文，除另行指定訂明外，適用於有關高息貨幣聯繫存款的交易。

### 1. 定義及釋義

在本第四部份（及如適用，第五部份之第 F 段）中，下列詞語及詞句具有下列解釋：

<b>營業日</b>	指：（a）任何並非在香港公眾假期條例（第 149 章）中訂明或根據該條例以其他方式指定為公眾假期，亦非香港銀行公會因惡劣天氣（如懸掛八號風球、黑色暴雨警告訊號等）而宣佈香港銀行不開放營業的日子；或（b）並非有關存款貨幣或聯繫貨幣在其市場或地區的銀行假期或非營業日；
<b>確認通知書</b>	指銀行不時向本人/吾等發出之確認書，當中羅列本人/吾等於銀行設立之高息貨幣聯繫存款之詳情（包括其交易編號、交易日、存款金額、存款期、存款起息日、存款到期日、預計交收日、存款貨幣、聯繫貨幣、行使匯率、定價日、定價時間、約定存款利率、約定存款利息及交收安排）；
<b>約定存款利率</b>	指就任何高息貨幣聯繫存款而言，在有關確認通知書中指定為約定存款利率之一個或多個存款息率；
<b>高息貨幣聯繫存款</b>	指根據本第四部份而設立之存款，而此存款為混合式產品，包含以其存款貨幣為單位的定期存款及期權合約，授予銀行在到期日時，若符合第 3.2 條之條件，以聯繫貨幣付還存款金額連同其利息之權利（而非責任）；
<b>存款貨幣</b>	指就任何高息貨幣聯繫存款而言，在有關確認通知書中指定為存款貨幣之該貨幣；
<b>定價日</b>	指就任何高息貨幣聯繫存款而言，在有關確認通知書中指定為定價日之日期；
<b>定價匯率</b>	指就任何高息貨幣聯繫存款而言，銀行以第 3.4 條中所訂明之方式決定在定價日的定價時間的存款貨幣與聯繫貨幣間之現貨外匯匯率，該匯率應以與有關高息貨幣聯繫存款之行使匯率相同之基準報價；
<b>定價時間</b>	指就任何高息貨幣聯繫存款而言，在有關確認通知書中指定為定價時間之該時間；
<b>聯繫貨幣</b>	指就任何高息貨幣聯繫存款而言，在有關確認通知書中指定為聯繫貨幣之該貨幣；
<b>存款到期通知</b>	指就任何高息貨幣聯繫存款而言，銀行於定價日或之後向本人/吾等發出之確認書，當中羅列本人/吾等於銀行設立之高息貨幣聯繫存款之詳情（包括其交易編號、交易日、存款金額、存款期、存款起息日、存款到期日、交收日、存款貨幣、聯繫貨幣、行使匯率、定價日、定價時間、約定存款利率、約定存款利息及交收安排）；
<b>交收日</b>	指就任何高息貨幣聯繫存款而言，在有關存款到期通知中指定為交收日之日期；及
<b>行使匯率</b>	指就任何高息貨幣聯繫存款而言，在有關確認通知書中指定為行使匯率之預定匯率。

### 2. 高息貨幣聯繫存款之設立

- 2.1 本人/吾等可不時申請以本人/吾等與銀行在設立存款前協議之該存款金額、存款期、存款起息日、存款到期日、存款貨幣、聯繫貨幣、行使匯率、定價日、約定存款利率、約定存款利息及其他條款，設立一項或以上之高息貨幣聯繫存款。
- 2.2 銀行保留不具任何理由而拒絕接受本人/吾等任何設立高息貨幣聯繫存款之申請之權利。
- 2.3 於本人/吾等提交設立有關高息貨幣聯繫存款申請之時或之前，本人/吾等將安排存入設立高息貨幣聯繫存款所需之存款金額並保持該金額於銀行所指定之本人/吾等設於銀行之 1 戶通中。本人/吾等承諾在有關高息貨幣聯繫存款之存款起息日或之前之任何時候均不會從銀行提取已存入之存款金額。
- 2.4 若銀行已接受本人/吾等設立高息貨幣聯繫存款之申請，銀行會盡快提供確認通知書予本人/吾等。

- 2.5 銀行將在定價日或之後向本人/吾等發出存款到期通知，當中羅列本人/吾等於銀行設立之高息貨幣聯繫存款之細節及交收安排詳情。

### **3. 付還高息貨幣聯繫存款**

- 3.1 銀行將根據第 3.2 條支付任何高息貨幣聯繫存款之存款金額及以適用的約定存款利率去計算其利息。任何高息貨幣聯繫存款之利息仍會在其存款到期日累算。利息會根據銀行發出的確認通知書上之基礎，從存款起息日計算至存款到期日為止。
- 3.2 銀行將在存款到期日以存款貨幣向本人/吾等支付任何高息貨幣聯繫存款之存款金額及其利息。惟若存款貨幣較聯繫貨幣為強，銀行有權選擇（但無責任）以有關高息貨幣聯繫存款之聯繫貨幣付還該存款金額及其利息；存款貨幣將會被視為較聯繫貨幣為強，若定價匯率一視乎存款貨幣及聯繫貨幣的選擇及銀行於設立有關高息貨幣聯繫存款時所採用的匯率報價方式一高於或低於行使匯率，詳情將列於有關確認通知書。若銀行選擇以聯繫貨幣還款，銀行會根據羅列於有關確認通知書中的有關高息貨幣聯繫存款之行使匯率，將截止至存款到期日時所得的存款金額及其利息轉換成聯繫貨幣，並在存款到期通知上所示的交收日把有關金額存入本人/吾等之 1 戶通中。銀行如行使其權利以聯繫貨幣支付高息貨幣聯繫存款之存款金額及其利息，有關高息貨幣聯繫存款將於交收日進行交收，惟該交收日必須為營業日；若交收日為非營業日，有關交收將順延至下一個營業日進行，以便相關的貨幣能同時進行交收及結算。為免生誤會，現特此澄清於存款到期日至交收日期間將不會累算利息。
- 3.3 高息貨幣聯繫存款在到期日前不可隨意提取。
- 3.4 銀行將會參考其所真誠相信為恰當之外來資料以釐定定價匯率。該（等）外來資料可包括路透社螢幕、即時財經版面、參考交易商、期權發行者、任何政府官方匯率或銀行不時認為恰當之任何其他來源。在任何情況下，銀行之決定應為最終及唯一的。

### **4. 單一及持續協議**

本第四部份之條文應具持續性及應涵蓋本人/吾等不時於銀行設立之所有高息貨幣聯繫存款。除非另行協議，否則每項高息貨幣聯繫存款應受本條款、一般條款、有關確認通知書及存款到期通知所限制。每份確認通知書及存款到期通知均應為本條款的補充及構成其部份。如任何高息貨幣聯繫存款之確認通知書及存款到期通知與本條款間出現差歧，則以涉及有關高息貨幣聯繫存款之確認通知書及存款到期通知之條款為準。本條款連同一般條款、所有確認通知書及發出的存款到期通知構成銀行及本人/吾等就本人/吾等所不時設立之高息貨幣聯繫存款之單一及唯一協議。

### **5. 市場擾亂**

- 5.1 銀行可在市場擾亂情況出現時，將高息貨幣聯繫存款之定價日順延至緊接條市場擾亂情況出現之首個營業日。在定價日須順延超過五個營業日的情況下，銀行會按照市場慣例，決定有關高息貨幣聯繫存款之定價匯率。若定價日後延，有關之高息貨幣聯繫存款之存款到期日會作出相應順延。為免生誤會，該順延期間將不累算利息。
- 5.2 上文第 5.1 條中所提述之市場擾亂情況，是在有關確認通知書中指定之定價日發生或出現下列事項：
- (a) 不能透過慣常合法途徑將存款貨幣轉換成聯繫貨幣，反之亦然；
  - (b) 不能從香港以外之賬戶交付存款貨幣或聯繫貨幣至在香港之賬戶；
  - (c) 不能取得定價匯率報價；及
  - (d) 發生令銀行不能履行其在本第四部份下之責任之事項。

### **6. 到期日為非營業日**

若高息貨幣聯繫存款之存款到期日為非營業日，該存款應被視為在緊接之營業日到期，但在該延遲期間，利息將以銀行按其慣例所決定的利率（而非採用約定存款利率）累算。

## 7. 終止及清算

### 7.1 在本第四部份下，下列情況為違約情況：

- (a) 未能履行本人/吾等在一般條款或本條款下之責任；
- (b) 本人/吾等被提交破產或清盤呈請或其他類似之法律程序文件，或使之生效的決議已獲通過；
- (c) 破產管理人、清盤人或受託人或其他具類似身份之人員已獲委派處理本人/吾等所有或極大部份之資產；
- (d) 就本人/吾等在此等條款下之權利及/或責任所出之轉讓或押記或任何交易（以銀行為受惠人則除外）已完成及生效；及
- (e) 銀行以真誠合理地決定本人/吾等之狀況、業務、財政狀況、法律狀況或身份出現嚴重變壞。

### 7.2 在違約情況發生時，銀行可終止本條款及任何或所有高息貨幣聯繫存款。銀行應在就終止本條款及任何或所有高息貨幣聯繫存款作任何決定後盡快通知本人/吾等。

### 7.3 若銀行選擇終止本條款，銀行應以真誠合理地計算銀行及本人/吾等在已終止之高息貨幣聯繫存款下，自違約事件發生當日或銀行認為合適之較後日期起欠負對方之所有責任之金額，而所欠負之款項將由銀行及/或本人/吾等向對方支付（視乎所屬情況而定）。

## **第五部份：一般風險披露聲明及免責條款**

本人/吾等確認及同意：

- (a) 行已建議本人/吾等小心閱讀本一般風險披露聲明及免責條款。本一般風險披露聲明及免責條款是本條款的一部份；
- (b) 行已向本人/吾等解釋本一般風險披露聲明及免責條款，而本人/吾等亦已閱讀及明白其意思；
- (c) 行已建議本人/吾等在與銀行訂明本條款前，取得獨立的法律意見；
- (d) 風險披露聲明及免責條款亦未盡列或提述交易涉及的所有一般風險及其他重要事項。因此，本人/吾等應在進行任何交易前，徵詢獨立的法律、稅務及財務顧問。考慮決定某一交易是否適合本人/吾等是對本人/吾等重要的，而本人/吾等應知曉這是本人/吾等的責任；及
- (e) 關投資的附加風險因素可能會在有關的招售文件中列出，在作出有關投資前，本人/吾等應小心閱讀、明白及考慮招售文件中的風險因素。

除另行定義外，在本一般風險披露聲明及免責條款中定義的詞語含有在其他部份賦予它們的定義。

### **第 A 段：有關 1 戶通服務的風險披露聲明**

#### **1. 一般風險**

- 1.1 投資涉及風險。投資產品的過往表現並不可作為其日後表現的指標。投資的價值及其收入可能會波動及並無保證。投資者未必能取回所投資的款項，而最壞的情況是本人/吾等會損失所有投資。槓桿式產品可能涉及損失超過本人/吾等所有投資款項的潛在風險。
- 1.2 除非本人/吾等願意或可以承受投資產品價值及貨幣匯率不利變動的風險，否則本人/吾等不適合進行投資。
- 1.3 在訂立任何交易之前，本人/吾等應熟悉所有相關資料，包括銀行已向本人/吾等提供的任何招售文件，當中列明重大條款、相關義務、基本假設、定價基準、產品的特定風險因素和其他關於本人/吾等擬訂立的交易的相關資料。
- 1.4 本人/吾等應審慎研究和了解所涉風險，並根據其財務狀況、經驗和投資目標考慮訂立交易是否合適。
- 1.5 本人/吾等應當確保其完全明白各項投資的條款及其所涉的任何風險，並且接受任何與之有關的任何和所有風險。本人/吾等已獲充份勸諭對訂立交易的相關風險作出獨立的評估。假如本人/吾等對任何投資的產品特點、本風險披露聲明的任何方面或作出投資所涉風險的性質有不明白之處，應尋求獨立的評估及/或意見。儘管銀行可能向本人/吾等提供任何有關投資產品的材料或資料，但本人/吾等應考慮該投資是否適合。

#### **2. 投資的風險**

任何投資品的價格有時可能會非常波動。投資品的價格可升亦可跌，甚至變成毫無價值。買賣投資品未必一定能夠賺取利潤，反而可能會招致損失。

#### **3. 網上交易的風險**

互聯網上的交易可能會出現傳送中斷、傳送停頓、因為互聯網交通繁忙而出現的傳送延誤的情況，或因為互聯網屬公共設施而可能出現傳送數據錯誤等情況。通過互聯網傳送訊息、指示及通訊可能出現時滯，這可能導致指示不能被執行、被延遲執行、錯誤執行或不能以互聯網上所示價格執行。

#### **4. 在香港以外地方收取或持有的客戶資產的風險**

銀行在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管。這些法律及規例與香港法律（包括證券及期貨條例（第 571 章）及根據該條例制訂的規則）可能有所不同。因此，有關客戶資產不一定享有賦予在香港收取或持有的客戶資產的相同保障。

#### **5. 貨幣風險**

以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在本人/吾等本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

#### **6. 提供將郵件轉交予第三方的授權的風險**

假如本人/吾等向銀行給予授權，允許銀行將郵件轉交予第三方，則本人/吾等盡速親身領取在本人/吾等戶口中的所有成交單據及結單，並加以詳細審閱，以確保可及時偵察到任何差異或錯誤，此舉是很重要的。

#### **7. 流通性和可出售性的風險**

本人/吾等確認及同意在某些時間或在某些市況下，本人/吾等可能難以或無法進行平倉、評估價值或確定公平價格。某些股票或債務證券及貨幣市場票據，尤其是結構性票據或按本人/吾等的要求而制定的產品未必可以即時變現或出售。目前不能肯定市場的交易商會否買賣該等產品，而本人/吾等應當知悉其未必可以獲得提供有關確定產品現值的適當資料。

#### **8. 交易對手、發行人和信貸風險**

8.1 本人/吾等應當確保本身知悉並接受可能與其對盤的合約交易對手的身份。通常，本人/吾等會購買該等交易對手的無抵押義務（而並非在交易所買賣期貨及期權的中央結算公司義務），因此，本人/吾等應當評估相應的信貸風險。

8.2 當本人/吾等購買票據或債券等債務票據時，本人/吾等同時承擔合約交易對手及債務票據發行人的信貸風險。本人/吾等應當知悉某一產品的資本保障水平可遠低於其所投資的全部資本，這要視乎有關產品而定，而資本保障亦非意味著各項產品獲償還百分百的購買價。當某一產品的贖回價定為 100%（即百分之一百的資本保障）時，敬請留意，這表示發行人或銀行並不保證會在到期時支付有關產品的全部購買價。資本保障僅保障本人/吾等免於承擔交易的下跌風險，而非交易對手和發行人的信貸風險。

8.3 假如銀行與作為交易對手的本人/吾等進行交易，交易將按公平基準進行。銀行在任何時間將不會擔任本人/吾等的受託人，也不會向本人/吾等承擔任何受託義務。本人/吾等作為銀行的交易對手，其產生任何損失，亦即銀行可能賺取收益。

#### **9. 所存財產及現金**

本人/吾等也應熟悉或讓本身熟悉本地或海外交易而存放的貨幣或其他財產（尤其是在發行人、擔保人（如適用）、保管代理人或中介機構無力償債或破產的情況下）受到的相關保護。本人/吾等獲得貨幣或財產補償的範圍可能須受當地規則和規例所管轄。在一些司法管轄區內，若出現資金不足的情況，則那些已經明確認定為屬本人/吾等所有的財產將以同現金相等的方式按比例分配。

#### **10. 交易費用**

在進行任何交易或投資前，本人/吾等應取得所有關於其須負責支付的佣金、費用和其他收費的清楚說明。本人/吾等所得的任何交易或投資的淨回報也會受到銀行或第三方徵收的交易費用（即佣金、費用和其他收費）和任何有關納稅義務所影響。該等費用必須在本人/吾等所作出的任何風險評估中加以考慮。在某些情況下，受管理的賬戶可能須繳付重大的管理費和顧問費。因此，須繳付該等收費的賬戶可能有需要賺取重大的交易利潤，以避免其資產的損耗或耗盡。

#### **11. 流通性風險/ 提早提取風險/ 取消風險**

到期前取消或提取任何投資須經銀行及/ 或有關第三方（以適用者為準）同意，方可作實。由於有該等風險的存在，投資者可能會就此產生重大的費用或損失。



## 12. 提早贖回或終止風險

本人/吾等應當知悉可能是投資產品的其中一項一般條件，即發行人可酌情決定按其招售文件所載的不同條件和/或情況下向投資者發出通知，於投資產品到期屆滿前贖回或終止有關投資，而贖回涉及的金額可能低於或遠低於其投資金額。

## 13. 稅務風險

在訂立任何交易前，本人/吾等應了解購入、訂立、持有及處置有關投資或交易的稅務影響（包括任何適用所得稅、貨物和服務或增值稅、印花稅和其他稅項的影響）。不同的交易可能帶來不同的稅務影響。任何交易的稅務影響乃視乎本人/吾等的業務活動和有關交易的性質而定。因此，本人/吾等應諮詢其獨立的稅務顧問，以便了解有關的稅務考慮因素。

### 第B段：有關證券交易的風險披露聲明

#### 1. 買賣創業板股份的風險

創業板（GEM）股份涉及高投資風險。尤其是該等公司可在無需備有盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流動性很低。

本人/吾等只應在審慎及仔細考慮後才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如本人/吾等對本風險披露聲明的任何方面或買賣創業板股份所涉的性質及風險並不肯定或有不明白之處，應當尋求獨立的專業意見。

#### 2. 在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險

按照納斯達克—美國證券交易所試驗計劃（試驗計劃）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本人/吾等在買賣該項試驗計劃的證券之前，應先諮詢銀行的意見和熟悉該項試驗計劃。本人/吾等應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

### 第C段：買賣外國證券的風險

1. 外國證券可能會含有本地市場證券一般所沒有的其他風險。本人/吾等在外國證券方面能夠獲得的保障未必與在香港法律項下所獲得者相同，而本人/吾等在外國證券所享有的權利未必與本人/吾等在香港證券所享有者一樣。外國證券的價值或收入或會較為波動並可能受到貨幣匯率變動、外國稅務慣例、外國法律、政府慣例、規例及政治事件的負面影響。本人/吾等只會在了了解外國證券買賣的性質及本人/吾等承受風險的程度的情況下才會進行外國證券買賣。本人/吾等應當根據本人/吾等的經驗、風險承受程度及其他有關情況，仔細考慮該等買賣是否適合本人/吾等，並且就此尋求獨立的意見。
2. 本人/吾等可能會因外國證券在有關市場流通性低的關係，而在變現外國證券的投資時出現困難。外國法律、政府慣例及規例亦可能會影響到外國證券能否轉讓，而該等法律、慣例及規例亦可能與本地市場不同或提供較低的投資者保障。關於外國證券價值及風險程度的及時及可靠資料亦未必在所有時間可提供予投資者。

#### 第 D 段：有關債券交易的風險披露聲明

1. 將債券交予銀行作保管可能會涉及風險。
2. 債券可能並不獲發行人保本（視乎所選擇之系列而定，詳情必需參閱有關之章程），並有可能會出現本人/吾等於到期日所收取的金額及/或股份價值遠較本人/吾等的原投資價值為低。如所收取的股份不足一手或是零碎股份（如有），該股份可能不會以實物方式交付。
3. 若任何債券屬於由票據再結合其他金融衍生工具，例如期權而組成的，本人/吾等明白該等債券的回報與其他金融工具，例如股票/公司/指數等的表現掛鉤。除非所購入的該等債券足在香港交易所有限公司上市，否則本人/吾等便需要在場外市場沽出所持的該等債券。該等債券於二手市場的價格會受多個因素影響，當中包括掛鉤的股票/公司/指數的表現、市場對掛鉤公巧的信貨質素的看法、利率等。本人/吾等明白並非所有該等債券都有二手市場，並接受有關資產流動性風險。期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。

#### 第 E 段：有關資產掛鉤投資產品的風險披露聲明

1. 本人/吾等明白及接納資產掛鉤投資可能並不獲發行人保本，並有可能會出現本人/吾等於到期日所收取的相關資產價值遠較本人/吾等的原投資價值為低。如所收取的相關資產不足一手或是零碎單位（如有），該相關資產可能不會以實物方式交付。
2. 本人/吾等明白資產掛鉤投資其實一般是由票據再結合其他金融衍生工具，例如期權而組成的，回報與其他金融工具，例如股票/公司/指數的表現掛鉤。除非所購入的資產掛鉤投資是在香港交易所有限公司上市，否則本人/吾等便需要在場外市場沽出所持資產掛鉤投資。資產掛鉤投資於二手市場的價格會受多個因素影響，當中包括掛鉤的股票/公司/指數的表現。本人/吾等明白並非所有資產掛鉤投資都有二手市場，並接受有關資產流動性風險。期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。
3. 由於資產聯繫投資產品沒有流通的交易市場，因此不能保證其流通性，而售回資產聯繫投資產品未必一定能夠避免損失。資產聯繫投資產品及/或相關資產的過往表現未必可以作為其日後表現的指標。本人/吾等應在作出任何投資決定前參閱招售文件（包括其所述的風險因素）和有關的風險披露聲明。購買資產聯繫投資產品的投資者目前是依賴有關資產聯繫投資產品發行人和/或擔保人（如適用）的借貸能力。
4. 資產聯繫投資產品（如可以買賣）的交易價可能會視乎市場利率變動、外幣匯率、與有關產品掛鉤的相關資產價格，以及類似相關資產的市場等的多個因素而出現波動。而且，如果市場上只有少數潛在買家，資產聯繫投資產品的價格可能會受到影響。當發行人突然要贖回資產聯繫投資產品時，持有該等產品的本人/吾等可能會喪失部分，甚至全部的投資。發行人將就該等產品付還的款項或會很少，可能大大低於有關資產聯繫投資產品的本金額。本人/吾等可以想像其可能會損失其所有投資。
5. 未經對方同意之前，結構性交易或場外交易一般是不可出讓或轉讓的。銀行並無義務在本人/吾等提出要求時向本人/吾等購回交易或終止交易。由於交易是按本人/吾等的要求而設定的且不能代替，因此，參與與另一交易商訂立的交易以抵銷本人/吾等與銀行已訂立的交易將不可自動對該等持倉進行平倉（與在交易所買賣的期貨和期權的對等交易的情況不同），也不一定可作為完全的對沖。在交易所外進行的交易所受的監管也可能會較少，或須受獨立的監管體制所約束。在進行有關交易前，本人/吾等應熟悉或讓本身熟悉適用規則和有關風險。
6. 如果本人/吾等試圖在到期前出售其產品，本人/吾等所收到的邀約金額可能較其投資的金額為低，或者本人/吾等未必能夠出售其產品。

## 第 F 段：有關高息貨幣聯繫存款之風險聲明

1. 高息貨幣聯繫存款之高收益實際為定期存款所得利息加上沽出具內在風險貨幣期權時所得期權金之總和。
2. 高息貨幣聯繫存款並非傳統定期存款或其替代品，故並不擔保投資取得回報或收益。高息貨幣聯繫存款之淨回報將由在定價日於定價時間之當時市場情況所決定。
3. 所收取之聯繫貨幣會承受貨幣貶值的風險。因貨幣貶值而引致之損失可能抵銷高息貨幣聯繫存款所賺取之利息，最嚴重甚至可能對存款本金帶來重大損失。訂立高息貨幣聯繫存款有可能會面對投資損失而非賺取利潤的風險。
4. 高息貨幣聯繫存款之回報只限於其利息款項。即使本人/吾等對有關貨幣匯率走勢之觀點正確，上述情況亦會如是。
5. 本人/吾等並無權利或能力就任何高息貨幣聯繫存款指定較早的存款到期日。

## 第 G 段：有關中華通的風險披露聲明和其他信息

本段描述了與中華通有關的部分主要風險因素和其他信息。本段並未披露通過中華通進行北向交易的所有風險和其他重要方面。本人/吾等應確保本人/吾等明白中華通和北向交易的性質和相關風險，並仔細考慮（並在必要時諮詢本人/吾等的顧問）買賣中華通證券對於本人/吾等的情况是否合適。買賣中華通證券是本人/吾等自己的決定，但除非本人/吾等充分理解並自願承擔與中華通相關的風險，並有能力遵守相關的中華通法律和中華通規則，本人/吾等不應該進行中華通證券交易。本人/吾等確認以下風險並同意本段的條款。本人/吾等有責任關注中華通法律和中華通規則的變化，並遵守新的規定。

銀行未聲明本段中所列信息是最新的，也不承諾會更新本段所列相關信息。另外，銀行對該信息不提供任何保證，以及該信息不構成銀行的法律、財務或稅務或任何類似意見。

### 證券所屬地規則

#### 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。

### 交易和交收限制

#### 2 交易前檢查

對於交易所參與人發出的任何北向交易賣出訂單，聯交所需要審查相關交易所參與人是否持有足夠且可供使用的中華通證券以滿足該北向交易賣出訂單。有關交易前檢查將會在每個交易日開始前進行。

因此，由於交易前檢查的相關要求本人/吾等可能無法執行北向交易賣出訂單。本人/吾等需注意本中華通條款第 7 條（遵守交易前檢查）所列條文。特別注意，如果相關中華通證券因任何原因延遲或未能過戶到銀行任何清算賬戶，或如果出於其他任何理由銀行認為存在違反中華通法律或中華通規則的情況，本人/吾等可能無法執行中華通證券賣出訂單。

因不符合或可能不符合交易前檢查和/或相關中華通法律或中華通規則導致的任何風險、損失或費用應由本人/吾等自行承擔。

### 3 交收

北向交易將遵循 A 股股票的交收循環。中華通證券交易交收方面，中國結算將於 T 日在其參與人（包括作為其結算參與人的香港結算）的證券賬戶記賬或扣賬，無需付款。銀行現有交收安排可能與中國結算的交收安排不盡一致。除非銀行同意墊款，此等交易的款項交收將於 T+1 日完成。銀行可根據其自身的絕對酌情決定權決定提供交收墊款。如果銀行同意為中華通證券交易交收提供墊款，（a）銀行將保留在 T+1 日從香港結算收到的資金；並且（b）本人/吾等需要償還銀行提供的超額墊款。

儘管中華通證券轉讓先於資金轉讓，中華通服務下中華通證券所有權直到在收到付款確認時才會讓與。因此，對於買賣單據而言，交收日應當為證券和現金都已交收的 T+1 日，或者，如果購買是墊付的，交收日為證券發還日。

本人/吾等確認銀行不保證會提供交收墊款，如果銀行決定提供交收墊款，銀行可決定在任意時間終止該服務。

### 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）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證券進行股票借貸，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票進行為期一日（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。

### 7 落盤

根據中華通法律和中華通規則，只允許有指定價格的限價訂單，買入訂單不能低於現時最好價格，賣出訂單可以按照指定價格或高於指定價格執行。市價訂單將不被接受。

## 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。

## 10 實益擁有人的賬戶信息

賣出訂單所賣出的中華通證券的實益擁有人身份需要披露給香港結算和／或者相關中國內地監管機構。

## 11 禁止非自動對盤交易和大宗交易

中華通下對北向交易不設非自動對盤交易機制或大宗交易機制。

## 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公司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（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，銀行將會根據上文中華通條款的第 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低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低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的股票的 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/吾等此等外國投資者所有權限制的變化通知本人/吾等。

## 18 稅費

銀行強烈建議本人/吾等在投資中華通證券前，就本人/吾等作出此等投資可能帶來的香港和/或者中國內地稅務後果徵詢本人/吾等的稅務顧問的意見，因為不同的投資者的稅務後果可能不同。

本人/吾等應全部承擔與中華通證券有關的任何稅費，包括但不限於任何資本利得稅或其他中國內地稅費，並且需就銀行或任何關聯人士因本人/吾等持有、買賣或者以其他方式處理任何中華通證券而產生的所有香港和/或中國內地稅費向銀行及關聯人士作出彌償。

銀行概不負責就任何與中華通有關的稅務問題、責任和/或義務提供意見或處理該等問題、責任和/或義務，也不會就此提供任何服務或協助。適用的法律條款的具體內容請參考中華通條款的第 13 條（費用和稅費）。

## 19 內幕交易、市場操縱和其他市場行為規則

通過中華通進行的北向交易受到中國內地關於禁止構成市場操縱、內幕交易和相關罪行的行為的法律和法規所限制。這些限制的範圍和相應的香港法律規定可能不同。特別是，香港市場不當行為規則下的可適用抗辯在中國內地法律和法規下可能不適用。



如果本人/吾等不熟悉中國內地市場行為要求和限制，本人/吾等應在通過中華通進行交易前諮詢專家意見。本人/吾等確認，本人/吾等在進行中華通證券交易時不掌握內幕信息或促使其他人取得。

## 20 客戶證券規則

作為簡單的背景介紹，客戶證券規則規定了所有中介人士及其關聯機構如何處理客戶資產。然而，由於通過中華通買賣的中華通證券並不在聯交所上市或買賣，除非香港證監會或任何其他相關的中華通監管機構另有規定，否則客戶證券規則將不予適用。

## 21 投資者賠償基金

中華通證券交易不受根據《證券及期貨條例》設立的投資者賠償基金提供的保障。因此，與買賣聯交所上市的證券不同，當本人/吾等進行中華通證券交易時，對於本人/吾等因香港證監會持牌或註冊人士違約而遭受的損失，本人/吾等將不會受到投資者賠償基金的保障。

## 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。

### 結算機構風險

## 23 中國結算違約風險

中國結算已建立由中國證監會批准並監管的風險管理體系和辦法。如果中國結算（作為所屬地中央交易對手）違約，香港結算已經表示，其可（但沒有義務）採取法律行動或法庭訴訟，通過可行的法律途徑以及通過中國結算的清算程序（如適用），向中國結算追討尚未還清的中華通證券和款項。由於中國結算沒有向香港結算的保證基金作出供款，香港結算將不會使用香港結算保證基金彌補因結清中國結算持倉後的剩餘損失。反之，香港結算將按照相關中華通監管機構的規定，按比例向結算參與人分發所收回的中華通證券和/或款項。銀行隨後分發的中華通證券和/或款項僅限於從香港結算直接或間接收回的。儘管中國結算違約的可能性微乎其微，投資者在進行北向交易前應注意此項安排和潛在的風險。

## 24 香港結算違約風險

銀行根據中華通條款提供的服務也取決於香港結算履行其義務的情況。香港結算的任何作為或不作為，或者香港結算未能或延遲履行其義務都可能導致中華通證券和/或與之有關的款項無法交收，本人/吾等也會因此遭受損失。銀行及關聯人士對該等任何損失概不負責或承擔任何責任。

### 其他運行風險

## 25 無紙化證券

中華通證券以無紙化形式進行交易，因此，中華通證券不能以實物形式從中央結算系統存入或取出。

## 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www.cninfo.com.cn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。

## 27 平均定價適用於基金經理的各個基金<sup>1</sup>

如果本人/吾等以基金經理的身份管理多支基金或以資產管理人身份代表多個客戶，並本人/吾等為本人/吾等管理的多支基金或客戶預先分配中華通訂單，儘管這些訂單可能在同一交易日的不同時間執行，銀行可對這些訂單提供平均定價。當平均定價適用時，每支基金或每個客戶將以相同的平均定價獲配中華通證券（或其所得收益），該平均定價可能高於或者低於，如果訂單被逐個處理並按照直接或間接提交給銀行的順序的情況下，該基金或客戶應該支付或收到的價格。銀行及關聯人士對於任何該定價的不同或者因適用平均定價而導致的任何損失或風險不負責任。

## 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下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。

## 29 客戶錯誤

銀行及關聯人士對投資者因基於投資者指示進行的任何交易而導致的任何損失、損害或費用，或者間接性損失、損害或費用沒有責任。銀行不能對任何交易進行平倉，投資者也應當注意中華通下中華通證券的交收安排，包括但不限於限額限制。

中華通規則一般禁止任何場外交易或轉讓。然而，在特定情況下，允許銀行和本人/吾等為了糾正一項交易而進行轉讓，儘管尚未澄清在何種情況下該轉讓可被允許。銀行有絕對酌情決定權決定是否需要為了糾正任何交易錯誤而進行任何轉讓，但沒有義務進行。銀行或任何關聯人士對因該錯誤或任何拒絕為糾正交易錯誤而進行轉讓所造成的任何直接或間接損失不負責。

## 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）。

<sup>1</sup> 注：僅適用於選擇交易前預先分配的基金經理。



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相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；及
- (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（「**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目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。

## 37 人民幣兌換

人民幣現時不可自由兌換。實際兌換安排將視乎於相關時間當時的限制而定。根據中華通條款的第 8 條（交收和貨幣兌換）將任何貨幣兌換為人民幣的任何兌換可能受到該等兌換限制。如果將相關貨幣兌換為人民幣發生延遲，北向買入訂單的交收可能會延遲及/或無法完成。任何因該延遲或無法交收導致的風險、損失和支出將由本人/吾等承擔。

### 投資中華通證券的相關風險

## 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。

## 39 投資中華通證券的其他相關風險

### 與中國內地相關的一般風險

中國內地是一個新興市場，具有以下一個或多個特點：一定程度的政治不穩定性、相對不可預測的金融市場和經濟發展模式、一個仍處於發展階段的金融市場或一個疲弱的經濟體。投資新興市場通常會帶來較高的風險，比如事件風險、政治風險、經濟風險、信用風險、匯率風險、市場風險、流動性/缺口風險、監管/法律風險、交易交收、處理和結算風險以及債券持有人/股東風險。

### 股權風險

與投資短期或長期債券相比，投資中華通證券可能有較高的收益。然而，投資中華通證券相關的風險也更高，因為中華通證券的投資表現取決於若干難以預測的因素。這些因素包括突然或持續的市場下滑可能性，以及與每個公司有關的風險。與任何股權投資組合相關的基本風險是其持有的投資價值可能突然及顯著下降。

### 一般法律和監管風險

本人/吾等必須遵守所有的中華通法律和中華通規則。並且，任何中華通法律或中華通規則的變化都可能對市場情緒造成影響，從而影響中華通證券的表現。不能預測由該任何變化所造成的影響對中華通證券而言是正面還是負面。最壞的情形是，本人/吾等可能損失大部分本人/吾等對中華通證券的投資。另外，任何在中國內地法院提起的訴訟或其他法律程序將適用中國內地的法律、法規和程序，不同於適用於香港法院的法律、法規和程序。

## 貨幣風險

人民幣尚不能自由兌換，並受制於外匯控制和限制。特別是在香港通過銀行兌換人民幣可能受到相關時間當時的若干限制。在某一特定時間，投資者可能很難將人民幣兌換成為港幣或其他貨幣（反之亦然），並且兌換也將會有兌換費用，該兌換費用和時間可能與本人/吾等的偏好不符。

另外，人民幣對港幣和其他貨幣的價格可能會受到很多因素的影響。不能保證人民幣不會貶值。人民幣貶值將導致人民幣證券的市場價值和變現價格下跌。進行人民幣證券交易的非以人民幣為基礎的投資者如果其隨後將人民幣收益兌換回港幣或其他基礎貨幣也可能會遭受損失。

人民幣資金匯入和匯出中國內地也有諸多限制。如果由於外匯管制或其他限制，人民幣證券發行人不能將人民幣匯入香港或以人民幣進行分配，該發行人可能以其他貨幣進行分配（包括股息和其他付款）。投資者因此需承擔額外的外匯風險和流動性風險。

中華通證券的流動性和交易價格可能受到中國內地有限可得的人民幣和兌換人民幣限制的負面影響。這些因素將會影響投資者的人民幣流動性，並進而消極影響市場對中華通證券的需求。