

中信証券經紀(香港)有限公司
CITIC Securities Brokerage (HK) Limited

Terms And Conditions For Securities Trading (Professional Investor - Institutional)

Circular Relating To The Personal Data (Privacy) Ordinance Of Hong Kong

TERMS AND CONDITIONS FOR SECURITIES TRADING

(PROFESSIONAL INVESTOR - INSTITUTIONAL)

To : **CITIC Securities Brokerage (HK) Limited**
26th Floor, CITIC Tower
1 Tim Mei Avenue
Central
Hong Kong

Licensed Corporation under the Securities and Futures Ordinance Cap. 571 to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities.
Participant of The Stock Exchange of Hong Kong Limited
C. E. Number: AAE879

We (the "Customer") hereby agree that the following terms and conditions will apply to all securities trading and related services which CITIC Securities Brokerage (HK) Limited ("CSBHK") may in its absolute discretion provide to the Customer from time to time:-

1 Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expression shall have the following meanings:-

"Affiliate" means, in relation to a party, an individual, corporation, partnership or any other form of entity, who is in a controlling entity relationship with that party, or any of such entities' directors, officers or employees;

"Agreement" means the Customer Information Statement completed by or on behalf of the Customer and these Terms and Conditions, as amended and/or supplemented from time to time;

"Authorized Persons" means those individuals who have been designated by or duly authorized by the Customer pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to CSBHK) to act on behalf of the Customer in connection with the Agreement. Such person(s) shall continue to be an Authorized Person until such time as the Customer has delivered to CSBHK appropriate documents revoking the authority of such person(s). "Authorized Person" means any one of the Authorized Persons;

"controlling entity" has the meaning given to it in Schedule 1 to the Securities and Futures Ordinance (Cap. 571);

"controlling entity relationship", in relation to any person, means its relationship with a party of the Agreement by virtue of:

- the party being a controlling entity of the person;
- the person being a controlling entity of the party; or
- another person, who is a controlling entity of the said person, being also a controlling entity of the party;

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

"Customer Information Statement" means the Customer Information Statement in such form as may be prescribed by CSBHK which contains such information about the Customer as CSBHK may require;

"Exchange" means The Stock Exchange of Hong Kong Limited;

"Instruction" means a written, oral or electronic communication which CSBHK believes in good faith to have been given by any Authorized Person;

"Internet Trading Services" means any facility provided by CSBHK which enables the Customer to give Instructions through Internet to purchase, sell and otherwise deal with securities and access to information services;

"securities" means (1) stocks, shares, units and other equity securities, (2) bonds, notes and other debt securities, (3) spot and forward contracts, options, warrants, futures, contracts for differences, swaps, exchanges and derivatives (whether or not linked or related in any way to any of the foregoing or to any money, index or other asset, property or item) and (4) other investments of any kind whatsoever, in each case whether listed or unlisted, traded or not traded on any exchange or market, privately placed or publicly offered and whether or not constituted, evidenced or represented by a certificate or other document (bearer, negotiable or otherwise) or by an entry in the books of an issuer, a clearing house, a depository, a custodian or any other person, together with rights against any issuer, clearing house, depository, custody or other person in respect of any of the foregoing and other rights, benefits and proceeds in relation to any of the foregoing;

"Securities Account" means any account recording the Customer's securities transactions opened by CSBHK in its books in the name of the Customer;

"Settlement Account" means the bank account of the Customer designated as the Settlement Account in the Customer Information Statement or such other bank account of the Customer as the Customer may notify CSBHK in writing from time to time;

"SFC" means the Securities and Futures Commission of Hong Kong;

"short selling order" -

- subject to paragraph (b), means an order to sell securities in respect of which the Customer has a presently exercisable and unconditional right to vest the securities in the purchaser of them by virtue of having:
 - under a securities borrowing and lending agreement -
 - borrowed the securities; or
 - obtained a confirmation from the counterparty to the agreement that the counterparty has the securities available to lend to the Customer;
 - a title to other securities which are convertible into or exchangeable for the securities to which the order relates;
 - an option to acquire the securities to which the order relates;
 - rights or warrants to subscribe to and to receive the securities to which the order relates; or
 - entered into with another person an agreement or an arrangement of a description as is prescribed by the SFC;
- in relation to paragraph (a) (i), (ii), (iv) or (v), does not include an order where the Customer has, at the time of placing the order, issued unconditional instructions to obtain the securities.

1.2 Words importing the singular include the plural and vice versa and importing a gender include all genders. Words denoting person include a firm, sole proprietorship, partnership and corporation and vice versa.

1.3 Titles: The title of any provision of the Agreement shall not affect the meaning of that or any other provision.

2 Securities Account

2.1 The Customer shall open and maintain the Securities Account for recording all the Customer's securities transactions made pursuant to the Agreement.

2.2 In respect of transfers of securities into the Securities Account, the Customer shall arrange for and instruct the transfer of the securities from the transferring party to CSBHK at his costs and expenses. The securities will not be credited to the Securities Account until CSBHK has actually received the securities.

2.3 CSBHK will as soon as reasonably practicable after receipt of an Instruction to such effect arrange for the transfer of the Customer's securities in the Securities Account to a third party nominated in the Instruction provided always that:-

- the Customer is responsible for procuring the third party to receive the securities transferred from CSBHK and for all the handling and transfer fees and charges for such transfer;
- the securities may not be transferred when they are being processed for transfer to and registration in CSBHK's name or the name of a Custodial Agent; and
- the Customer is not indebted to CSBHK.

3 Instructions and Service

3.1 CSBHK is hereby authorized to buy and sell securities for the Customer's account and otherwise deal with securities, receivables or monies held in or for the Securities Account in accordance with and in reliance on the Instructions, but CSBHK shall be entitled, at its discretion (such discretion not to be exercised in an unreasonable manner), to refuse to accept any Instruction and shall not be obliged to give reasons for such refusal and shall not be liable to the Customer for any loss whatever arising out of or in connection with its not accepting or acting on any Instruction or omitting to notify the Customer.

3.2 Notwithstanding the terms of the mandate or other agreement between the Customer and CSBHK governing the operation of the Securities Account, CSBHK is authorized, but is not obliged, to accept and act upon Instructions given through telephone or electronic or other means in connection with any securities transaction or for transfer of funds to or from the Securities Account, for any purpose in connection with the Agreement. Any Instructions given by the Customer in connection with the Securities Account of the Agreement shall be deemed to be proper, valid and binding from the Customer if given by any ONE person quoting or inputting the account number of the Securities Account and such information as may be required by CSBHK.

3.3 The Customer hereby unconditionally and irrevocably fully indemnifies CSBHK and holds CSBHK harmless from and against all liabilities, losses, damages, proceedings and claims in connection with, directly or indirectly, CSBHK's agreeing to act and/or acting on Instructions hereunder without any inquiry as to the authority or identity of the person giving or purporting to give such Instructions or the authenticity thereof, and regardless of the circumstances prevailing at the time of and the nature

of such Instructions, or any error, misunderstanding, fraud, forgery or lack of clarity or authorization in the terms of such Instructions except in cases of CSBHK's gross negligence or willful default.

3.4 CSBHK will act as the execution agent of the Customer and does not warrant to the Customer the value, merit or suitability of any securities transactions entered into by the Customer.

3.5 CSBHK may effect the Customer's securities transactions in such manner and through any Affiliate, participants of any exchange or clearing house, or brokers in the relevant markets as CSBHK may absolutely decide. CSBHK will usually act as the Customer's execution agent, and if CSBHK acts as principal to the transactions, this will be disclosed to the Customer in the relevant contract notes. CSBHK will not be accountable to the Customer for any commissions remuneration profit or other benefit resulting therefrom.

3.6 The Customer undertakes that he will not give any Instruction which involves the sale of securities which he does not own, unless the Customer proves to the satisfaction of CSBHK that such Instruction for sale is a short selling order.

4 Rebates and Soft Commission Arrangements

4.1 CSBHK may retain from brokers and other persons through whom the sale and purchase of securities for the Customer are carried out (1) any cash or money rebates arising out of such investments and (2) such goods and services and other soft dollar benefits which are of demonstrable benefit to the Customer. These services may include, for example, research and analysis of the relative merits of individual shares or markets or the use of data and quoting services and other information facilities.

4.2 In all cases where cash or money rebates or goods and services and other soft dollar benefits are retained by CSBHK or any of its connected persons, CSBHK, as the case may be, shall ensure that (1) transaction execution is consistent with best execution standards, (2) any brokerage borne by the Customer does not exceed customary full service brokerage rates for such transactions and (3) disclosure of the rebate and their approximate value is made to the Customer.

4.3 CSBHK may also provide a portfolio manager with goods, services, or cash rebates provided that it shall comply with the requirements on retention of rebates, soft dollars and connected transactions that may be prescribed by the SFC from time to time.

5 Client Identities and Information

5.1 CSBHK is authorised to conduct or cause to be conducted credit investigations, checks and enquiries regarding the Customer and for such purpose to approach the Customer's bankers (including for the purpose of ascertaining the Customer's financial situation and investment objectives) and to pass any information about the Customer, its accounts and its transactions and the ultimate beneficiary in respect of any such transaction to any of its branches, any Affiliate and any exchange, market, clearing house or regulatory authority (including the Exchange and the SFC (together the "Regulators") in order to assist such exchange, market, clearing house or regulatory authority with any investigation or enquiry which it is undertaking.

5.2 In the Agreement, (a) the expression "ultimate beneficiary", in relation to any transaction effected or to be effected by CSBHK for the Customer pursuant to the Agreement, means each and every person who (i) is the principal for whom the Customer is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for giving the instruction in relation to such transaction and (b) the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.

5.3 The Customer agrees that, where CSBHK has received an enquiry from the Regulators in relation to a transaction, the following provisions shall apply:

- Subject as provided below, the Customer shall, immediately upon request by CSBHK (which request shall include the relevant contact details of the Regulators), inform CSBHK or the Regulators of the identity and contact details of the clients for whose account the transaction was effected (whether on a discretionary or non-discretionary basis) and (so far as known to the Customer) of the ultimate beneficiary(ies) in the transaction, or if different from the ultimate beneficiary(ies) and (so far as known to the Customer) of the party who originated the instructions for the transaction;
- If the Customer effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Customer shall immediately upon request by CSBHK (which request shall include the relevant contact details of the Regulators) inform the Regulators of the identity and contact details of the collective investment scheme, discretionary account or discretionary trust, and those of the person(s) who instructed the Customer to effect the transaction on behalf of the collective investment scheme, discretionary account or discretionary trust;
- If the Customer effected the transaction for a collective investment scheme, discretionary account or discretionary trust, he shall as soon as practicable inform CSBHK when his discretion to invest on behalf of the scheme, account or trust has been overridden. He shall also immediately upon request of CSBHK (which request shall include the relevant contact details of the Regulators) inform the Regulators the identity and contact details of the person(s) who has or have the instruction in relation to the transaction;
- If the Customer is aware that his client is acting as an intermediary for an underlying client(s), and it does not know the identity and contact details of the underlying client(s) for whom the transaction was effected, he confirms that: (i) he has arrangements in place with his client which entitles the Customer to obtain the information set out in Clauses 5.3(a), (b) and (c) from his client immediately upon request or procure that it be so obtained; and (ii) he will, upon request from CSBHK in relation to a transaction, promptly request such information from his client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as received from his client or procure that it be so provided; and
- If the Customer is based in a jurisdiction with client secrecy laws, he consents to the disclosure of information in accordance with the above paragraphs. In circumstances where he acts for the account of clients and such secrecy laws prohibit disclosure, the Customer will procure the consent of the ultimate beneficiary(ies) of the transaction to the disclosure of any information in accordance with the above paragraphs. In addition, the Customer agrees to waive, as a client, the protections afforded by any applicable client secrecy laws, or as a counterparty or intermediary, he agrees to procure the written waiver of the relevant ultimate beneficiary(ies) to such protections.

The Customer's obligations under these provisions shall survive notwithstanding completion of any transaction.

5.4 Subject to Clause 5.3, the Customer undertakes to supply to CSBHK on demand at any time or times such identity information, financial and other information about the Customer (including, without limitation, the identities of the persons ultimately beneficially interested in the Securities Account and/or any trading contract executed on the Securities Account) as CSBHK may request. Each of the Customer and CSBHK undertakes to notify the other in the event of any material change to the information provided in or in connection with the Agreement.

6 Acquisition of Securities in Public Offer / Placing, New Listing and Others

6.1 The Customer authorises CSBHK, upon the Customer's Instruction, to apply for the subscription or purchase of securities in a public offer in respect of a new listing and/or placing of securities of companies listed on the Exchange as his agent and for the benefit of the Customer or for the benefit of the ultimate beneficiary, whether singly or in conjunction with applications of other customers or Affiliates of CSBHK as a bulk application. The Customer acknowledges that CSBHK shall not be responsible for the accuracy or completeness of or any misstatement in any prospectus and other offering documents relating to a public offer and/or placing, copies of which are supplied by CSBHK to the Customer.

6.2 In making such Instruction to CSBHK to apply for the subscription or purchase of securities in a public offer new listing and/or placing of securities of companies listed on the Exchange, the Customer confirms and declares that:

- he has already read and understands the related prospectus, application forms and/or other relevant offering documents, and his application is subject to the terms and conditions of such prospectus, application forms and/or relevant offering documents (including the discretion of the relevant issuer to determine on the final pricing of the securities) or, in the absence of any written offering documents, he fully understands the terms and conditions of the relevant subscription / purchase;
- he is eligible to subscribe for or purchase the securities and will comply with or has complied with all the terms and conditions as stated in such prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, will comply with or has complied with the terms and conditions of the relevant subscription / purchase;
- CSBHK has the due authority to make such application on his behalf;
- the application made by CSBHK on the Customer's behalf is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf (for the benefit of the Customer or for the benefit of the ultimate beneficiary) and the Customer authorises CSBHK to disclose and warrant to the Exchange of the same on any application form (or otherwise) or to any other person as appropriate; and

- (e) he makes all the representations, warranties and declarations required to be made by an applicant for securities in the related prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, he makes all the representations, warranties and declarations required to be made by an applicant in the terms and conditions of the relevant subscription / purchase.
- 6.3 The Customer acknowledges that the confirmations and declarations made under Clause 6.2 will be relied upon by the issuer or vendor of the relevant securities (or its agent) in deciding whether or not to make any allotment or allocation of securities in response to the application made by CSBHK as agent for the Customer.
- 6.4 The Customer agrees and acknowledges that the issuer or vendor of the relevant securities (and its agent) have the full discretion to reject or accept the application made by CSBHK on the Customer's behalf or to accept only part of the application. In case of rejection or partial acceptance of the Customer's application, no matter whether it is caused by reasons which are related to the Customer's application or not, neither CSBHK nor CSBHK's Affiliates shall, in the absence of gross negligence or willful default, be liable to the Customer or any other persons as a result of such rejection or partial acceptance.
- 6.5 In case of a bulk application made by CSBHK on behalf of customers, the Customer agrees that if such bulk application is only accepted in part, CSBHK has the sole and full discretion to allocate the securities among its customers on the basis elected by CSBHK (at CSBHK's sole and absolute discretion).
- 6.6 The Customer further acknowledges that an application made by an unlisted company whose principal business is securities dealing, and in respect of which the Customer exercises statutory control, shall be deemed to be an application made for the benefit of the Customer.
- 6.7 Upon receipt of an oral or written offer ("Offer") of the Customer, CSBHK may in its sole and absolute discretion grant to the Customer a loan ("Loan") to be used exclusively to finance the subscription or purchase by the Customer of securities of a new listing for which listing is sought in a public offer and/or placing ("New Listing Securities") by issuing an acceptance notice ("Acceptance Notice") in writing to the Customer setting out the terms and other details of the Loan. The terms and conditions of this Clause are deemed to be incorporated by reference to the Offer in the Acceptance Notice. Once CSBHK has issued the Acceptance Notice, the Customer cannot revoke the Offer.
- 6.8 Payment for the New Listing Securities will be made in the name of CSBHK (or in its nominee's name) but for the Customer exclusive account and risk. The Customer acknowledges that its application for the subscription or purchase of New Listing Securities (made by CSBHK or CSBHK's nominee on the Customer's behalf) may not be accepted by the issuer or vendor of the relevant securities, but the Customer is still liable for the interest on the Loan.
- 6.9 Each Loan together with the accrued fees and interest thereon will be repayable (i) on demand, or (ii) the scheduled date on which the New Listing Securities are listed on the Exchange, whichever is the earlier, provided however that if any application for New Listing Securities is unsuccessful, or successful in part only, payment refunded by the relevant issuer or vendor shall be applied immediately in repayment of the outstanding Loan and the fees and interest accrued thereon. The Customer agrees that the receiving bankers, custodians or nominees may pay over to CSBHK all refund payment in respect of the unsuccessful application immediately, and CSBHK is authorized to give instructions to such receiving bankers, custodians or nominees or take other appropriate actions to give effect to such payment.
- 6.10 The Customer shall pay to CSBHK interest on the Loan at the rate of interest as specified in the Acceptance Notice and such interest shall accrue on a daily basis for the period from the date of drawdown of the Loan (as specified in the Acceptance Notice) to the date of final repayment of the Loan by the Customer as determined by CSBHK on a 365 day basis (or such other basis stated in the Acceptance Notice).
- 7. Set-off**
- 7.1 Without prejudice to other authorities granted to CSBHK hereunder, the Customer authorises CSBHK to set off any amount receivable from the Customer against any amount payable to the Customer where such amounts arise from the purchase and sale of securities by CSBHK for and on behalf of the Customer under the Agreement and to dispose of securities held for the Customer for the purpose of settling any of the amounts payable by the Customer to CSBHK.
- 8. Dealing Practices**
- 8.1 CSBHK may determine the priority in the execution of instructions having due regard to market practice, applicable regulations and fairness to all customers.
- 8.2 CSBHK may, without prior reference to the Customer, combine for execution his Instructions with the instructions of other customers in accordance with applicable laws and regulations. Where there are insufficient securities to satisfy instructions so combined, the transactions will be allocated between customers with due regard to market practice and fairness to customers provided that the instructions of customers shall have priority over instructions of CSBHK for its own account.
- 8.3 CSBHK will not 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 control of CSBHK.
- 8.4 By reason of physical restraints and rapid changes of securities prices, CSBHK 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 the Customer agrees to be bound by such executions.
- 8.5 A request to cancel or amend an Instruction is only possible before it has been executed and is subject to acceptance (CSBHK shall not refuse to accept such a request unless on reasonable grounds) by CSBHK. In the case of full or partial execution of any Instruction before the request for cancellation has been accepted by CSBHK, the Customer agrees to accept full responsibility for the transactions. Instructions are, unless accepted by CSBHK for cancellation or amendment, good for the trading day on which it was accepted by CSBHK and shall lapse if not executed by the end of such trading day unless otherwise agreed to by CSBHK.
- 8.6 CSBHK will upon request provide the Customer with product specification and any prospectus or other offering documents in relation to any derivative products which the Customer instructs CSBHK to purchase or sell on the Customer's behalf pursuant to the terms of the Agreement.
- 8.7 CSBHK may tape record conversations with the Customer and Authorized Persons in order to permit CSBHK to verify information concerning Instructions or any other matters. The Customer hereby consents to the recording of such telephone conversations.
- 9. Settlement**
- 9.1 Where CSBHK has executed a purchase or sale transaction on behalf of the Customer, the Customer will by the due settlement date as required by CSBHK or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to CSBHK. Should the Customer fail to do so by the due settlement date, CSBHK is hereby authorized, in its absolute discretion:-
- (a) in the case of a purchase transaction, to transfer or sell any securities in the Securities Account (including the purchased securities) to satisfy the obligations; or
- (b) in the case of a sale transaction, to borrow and/or purchase such sold securities as are necessary to satisfy the settlement obligations.
- 9.2 Notwithstanding Clause 9.1 above but without prejudice to Clause 3.1, CSBHK is entitled not to:-
- (a) execute any instruction for purchase transaction unless the Customer has made available to CSBHK cleared funds of an amount which is, in the opinion of CSBHK, sufficient to cover the relevant purchase price together with the relevant stamp duties, commissions, exchange and other levies and any other charges and expenses liable to be incurred in connection with such purchase; and
- (b) execute any instruction for sale transaction unless the Customer has deposited the relevant securities with CSBHK before giving the relevant instruction.
- 9.3 The Customer will reimburse any premiums which CSBHK may be required to pay and for any losses, costs, fees and expenses (including legal expenses on a full indemnity basis) in connection with any settlement failure of the Customer.
- 9.4 All currency exchange risks in respect of any transactions, settlement, actions or steps taken by CSBHK under the Agreement will be borne by the Customer.
- 9.5 The Customer hereby irrevocably authorises CSBHK's licensed representatives to execute or otherwise give effect to the Instruction for the settlement of the Securities Account or of a purchase or sale transaction executed on behalf of the Customer pursuant to the Agreement, including but not limited to, the deposit or transfer of amounts of the net proceeds to bank account(s) designated by the Customer or personal collection and delivery of, at the Customer's risk, the cheque(s) for the net proceeds drawn in favour of the Customer to the address specified by the Customer.
- 10. Security and Money Transfer**
- 10.1 All securities which are now or shall at any time hereafter be held or carried by CSBHK or its nominees for or on the Customer's account (including the New Listing Securities duly allotted for or on the Customer's account) and all money and other property at any time held by CSBHK for safe-keeping on behalf of the Customer shall be charged to or held by CSBHK for the benefit of CSBHK as a first priority fixed continuing security for the payment and/or discharge to CSBHK of all and any of the Customer's liabilities to CSBHK whatsoever (whether arising from the business of dealing in securities or the financing of such dealing or otherwise and whether actual or contingent, present or future, primary or collateral, and several or joint) and with respect to such security:
- (a) such security shall attach to all dividends or interest paid or payable after the date hereof on such securities and all stocks, shares (and the dividends or interest thereon), rights, moneys or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities;
- (b) upon default by the Customer in payment on demand or earlier when due of any of the Customer's indebtedness to CSBHK or any other default by the Customer under the Agreement, CSBHK shall have the right, acting in good faith but without notice to the Customer, to sell or otherwise realize the whole or any part (selected by CSBHK) of the subject matter of such security as when and how and at such price and on such terms as CSBHK shall think fit, in each case without any liability on CSBHK to the Customer for any such action, except in the case of gross negligence or willful default, and to apply the net proceeds of such sale or realization and any moneys for the time being in CSBHK's hands in or towards discharge of the Customer's indebtedness to CSBHK in such order as it may see fit;
- (c) without prejudice to the provisions of the foregoing sub-paragraph (b), if the Loan and fees and interest accrued thereon have not been fully settled when due, CSBHK may without notice to the Customer sell or otherwise realize the whole or any part (at the selection of CSBHK) of the New Listing Securities duly allotted to the Customer (together with all rights, title and interest attached to such New Listing Securities) at such time or times and in such manner and for such reasonable consideration as CSBHK may think fit, in each case without any liability on CSBHK to the Customer for any such action (except in the case of gross negligence or willful default), and to apply the proceeds of any such sale or realization in or towards the discharge of the Loan, and any fees and interest accrued thereon in such order as CSBHK may select; and
- (d) such security shall be a continuing security unaffected by any intermediate payment and shall be in addition to and shall not prejudice or be prejudiced by any lien, right of set-off or other security which CSBHK may hold at any time for the Customer's indebtedness to CSBHK or by any release, modification, abatement from enforcement or other dealing therewith or thereof.
- 10.2 The Customer hereby irrevocably authorises CSBHK to do and execute all acts or things and documents necessary to transfer, complete and/or vest the title to any of the securities charged as aforesaid to CSBHK, CSBHK's nominee or in any purchaser or otherwise for the purpose of obtaining the full benefit of this security, and to perfect the security given hereunder.
- 10.3 CSBHK is hereby irrevocably authorised (without prejudice to the other authorities granted to CSBHK hereunder):-
- (a) to instruct any Affiliate and any bank, including, without limitation, CITIC Ka Wah Bank Limited, deposit-taking company or other person, firm or company with whom or which the Customer may at any time maintain an account (a "Deposit Holder") to transfer on the Customer's behalf any funds standing from time to time in any account maintained at any time by the Customer with any Affiliate or any Deposit Holder to any of the Customer's accounts with CSBHK and/or to any account maintained at any time by the Customer with any Affiliate; and/or
- (b) to transfer any funds standing from time to time in any account maintained by the Customer with CSBHK to any account maintained at any time by the Customer with any Affiliate; and/or
- (c) to give any Affiliate and any Deposit Holder notice of such authority; and/or
- (d) to provide to and request and receive from any Affiliate such information concerning the Customer, the Securities Account as CSBHK shall think fit.
- 10.4 The authorities given under Clause 10.3 shall be for a period of not more than twelve months from the date of the Agreement and may be renewed by the Customer's written consent, or deemed to be renewed, at or before the end of (1) the calendar year in which the Agreement is entered into and (2) each subsequent calendar year for, in each instance, a further twelve months in accordance with applicable law and rules.
- 10.5 The Customer agrees not to, and not purport to, create or allow to subsist, a charge, pledge or other encumbrance over the Customer's account or securities held or carried by CSBHK for or on the Customer's account.
- 10.6 Any interest earned or received on any credit cash balance held by CSBHK on behalf of the Customer shall belong to CSBHK absolutely; however, CSBHK may at its full discretion pay part or all of such interest to the Customer.
- 11. Charges and Expenses**
- 11.1 CSBHK will charge the Customer fees and commissions calculated at such rate and on such basis as CSBHK may from time to time determine and notify to the Customer. The Customer shall be liable for payment upon demand of any debts whatsoever and howsoever arising on the Securities Account including but not limited to commission, charges, fees, statutory fees, taxes, levies, delivery charges. CSBHK may withdraw cash from or liquidate securities in the Securities Account to discharge the amounts due.
- 11.2 All amounts due by the Customer to CSBHK will be charged with interest at such rate(s) to be notified by CSBHK from time to time. In the absence of such notification interest will be charged at an annual rate of 6% above the higher of the annual prime lending rate on Hong Kong dollars quoted by (i) CITIC Ka Wah Bank Limited or (ii) The Hong Kong and Shanghai Banking Corporation from time to time.
- 12. Indemnity**
- 12.1 The Customer CSBHK agrees to fully indemnify and hold harmless each of CSBHK, its Affiliates and the Custodial Agents against all claims, actions, liabilities, proceedings against any of CSBHK, its Affiliates or the Custodial Agents and bear any losses, costs, charges or expenses (including 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 the Agreement, including any action taken by CSBHK to protect or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by the Customer.
- 12.2 CSBHK shall in no event be liable for any loss of profit, or any direct or indirect, special or consequential loss or damages of the Customer or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of the Custodial Agent or any person, firm or company through or with whom transactions are effected for the Securities Account.
- 13. Combination of Accounts**
- 13.1 The Customer agrees that in addition to any general lien or similar right to which CSBHK may be entitled at law, contract or otherwise, CSBHK may, at any time and without prior notice, combine, consolidate, set off or transfer any securities or monies standing to the credit of the Customer's account with CSBHK (or any Affiliates of CSBHK), and to set off or apply any obligation or liability of CSBHK (or any Affiliates of CSBHK) owed to the Customer, of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all the obligations or liabilities of the Customer to CSBHK (or any Affiliates of CSBHK) whether such obligations or liabilities be primary, collateral, several, joint or in other currencies, whether or not matured or contingent or not arising from the Agreement. CSBHK shall not be concerned whether or not such obligations or liabilities owed to the Affiliates of CSBHK exist, provided that demand has been made on CSBHK by such Affiliates. CSBHK (itself or through its Affiliates) may use any credit balance to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by CSBHK (or, as the case may be, its Affiliates) at the spot rate of exchange (as conclusively determined by CSBHK) prevailing in such foreign exchange market as CSBHK shall determine to be relevant on the date of such purchase. Insofar as any liabilities to CSBHK (or its Affiliates) are contingent or future, the liability of CSBHK (or its Affiliates) to the Customer to make payment of any sums standing to the credit of any such accounts after the application of set-off hereunder will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.
- 14. Representations, Warranties and Undertaking**
- 14.1 The Customer hereby warrants and represents and undertakes to CSBHK in the following terms:
- (a) the Customer is entering into the Agreement with CSBHK as principal and is not trading on behalf of any other person unless CSBHK is notified otherwise in writing;
- (b) the Customer has obtained and will maintain in full force and effect any necessary consents, licenses and authorities;
- (c) the Customer will enter into securities transactions solely in reliance upon his own judgment and investigations, and not upon advice or recommendations by any director, employee or agent of CSBHK;
- (d) the Customer Information Statement is true and complete at the date hereof and the Customer will notify CSBHK forthwith upon any material changes in the information provided in the Customer Information Statement or any other information relating to the Customer. Until the Customer gives such notification to CSBHK, CSBHK shall be entitled to rely on the information contained in the Customer Information Statement. CSBHK is hereby authorized to conduct a credit enquiry or check on the Customer for the purpose of ascertaining the financial situation and investment objectives of the Customer as set out in the Customer Information Statement or otherwise;
- (e) the Agreement constitutes a valid and legally binding agreement on the Customer enforceable in accordance with their terms;
- (f) the Agreement and its performance and the obligations contained herein do not and will not:
- (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which the Customer is subject or any provisions of the memorandum and articles of association or bye-laws of the Customer (if applicable) or
- (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound;
- (g) the Customer, except as previously disclosed in writing to CSBHK, is not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any introducing broker, or an officer, partner, director or employee of any securities broker or licensed corporation;
- (h) the Customer is and will remain to be the beneficial owner of the securities in the Securities Account free from any lien, charge, equity or encumbrance save as created by the Agreement and will not charge, pledge or allow to subsist any charge or pledge over the securities or monies in the Securities Account or grant or purport to grant an option over any securities or monies in the Securities Account without the prior written consent of CSBHK; and
- (i) the Customer is the person ultimately responsible for originating the Instructions in relation to each transaction in the

- Securities Account and shall stand to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other persons or entity has been disclosed to CSBHK in the Customer Information Statement or other written notice to CSBHK).
- 14.2 The above representations and warranties shall be deemed to be repeated immediately before each Instruction is given or executed.
- 15. Internet Trading Services**
- 15.1 CSBHK may provide the Customer with Internet Trading Services upon the Customer's written request, and the Customer agrees to use the same subject to and upon the terms and conditions of the Agreement, as amended or supplemented by any notice, letter, publication or such other documents as may be issued from time to time by CSBHK.
- 15.2 The Customer agrees that the Authorized Person(s) shall be the only authorised user(s) of the Internet Trading Services, and shall be solely and wholly responsible for the confidentiality, security and use of the password and/or log-in name issued to the Customer by CSBHK.
- 15.3 Unless otherwise agreed, CSBHK will not execute any Instructions of the Customer through the Internet Trading Services until it is satisfied that the Customer has sufficient cleared funds or securities in the Securities Account to settle the related transactions as set out in Clause 9.
- 15.4 CSBHK shall not be deemed to have received and/or executed the Instructions made through the Internet Trading Services unless and until the Customer is in receipt of an order acknowledgement confirming receipt and/or execution of the Instructions (subject to details set out in the confirmation and periodic statements if any).
- 15.5 The Customer acknowledges and agrees that, as a condition of CSBHK's provision of the Internet Trading Services, the Customer shall immediately notify CSBHK if:
- (a) after giving an Instruction, the Customer has not received any order acknowledgement or the acknowledgement contains incorrect details; and
- (b) the Customer becomes aware of any unauthorised use of the Customer's log-in name or password.
- 15.6 The Customer acknowledges that he has no proprietary interests in any of the market data, and the intellectual property rights subsist in the computer software comprised in the component parts of the Internet Trading Services. The Customer also warrants that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way of any such component parts.
- 15.7 The Customer further acknowledges that CSBHK makes no representation and warranties on the timeliness, accuracy or completeness of market data or other information services, nor does CSBHK warrant the availability of Internet Trading Services. The Customer agrees that CSBHK shall not be liable in any inaccuracy, error, or omission in the data and other information, or from any interruption or delay in the transmission, or suspension or breakdown of the Internet Trading Services, or other losses arising from or caused by forces beyond the control of CSBHK.
- 16. Default**
- 16.1 Despite any of the other terms and conditions herein or in any other agreement between the Customer and CSBHK, the Customer will pay all its indebtedness to CSBHK (whether actual or contingent, present or future) on demand or earlier when due and at the request of CSBHK will deposit such amounts in good funds, securities or otherwise and maintain such security with CSBHK as CSBHK deems satisfactory or which may be required by the rules of any exchange, market or authority of which CSBHK is a member or to which CSBHK may have any obligation. Each such security call shall be met immediately.
- 16.2 (1) In the event of any proceedings in or analogous to the bankruptcy, insolvency of the Customer being started or any legal process being levied or enforced against any of the Customer's assets or (2) whenever and so often as CSBHK deems it advisable for its protection, by reason of insufficiency of margin, security or otherwise or for compliance with any rules of any relevant exchange, clearing house or broker, and upon any closure of the Securities Account or termination of CSBHK's relationship with the Customer, all amounts owing by the Customer to CSBHK will (to the extent, if any, not already due and payable on demand) immediately become due and payable to CSBHK on demand and CSBHK is irrevocably authorised at its discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to the Customer, and on the stock exchanges or commodity exchanges where such business is usually transacted or by private sale, or purchase as the case may be, to buy in any or all securities of which the Customer's account is short and/or sell any or all securities which CSBHK is holding or carrying for or on the Customer's account and/or close out any open contract or position and/or cancel any outstanding orders, in each case without any liability on CSBHK's part to the Customer for any such action taken, except in the case of gross negligence or willful default. The net proceeds of any such sale, or the securities received on any such purchase, shall be applied in such order as CSBHK may select against the Customer's indebtedness to CSBHK, or to the Customer's short position with CSBHK, without prejudice to the Customer's liability for any deficiency.
- 16.3 After CSBHK has taken any action referred to in Clause 16.2, CSBHK will give notice to the Customer as soon as practicable.
- 16.4 No purchaser or other person dealing with CSBHK or with its attorney or agent shall be concerned to enquire:
- (a) whether any power exercised or purported to be exercised by it to him has become exercisable;
- (b) whether any money remains due on this security;
- (c) as to the propriety or regularity of any of its or his actions; or
- (d) as to the application of any money paid to it or him.
- 16.5 CSBHK may place the proceeds of sale or realisation of any securities pursuant to the Agreement to the credit of a suspense account with a view to preserve CSBHK's rights to prove for the whole of CSBHK's claim against the Customer in the event of any proceedings in or analogous to bankruptcy, liquidation, winding up, composition or arrangement.
- 17. Investment Information**
- 17.1 The Customer fully understands that any transaction effected by the Customer shall be made solely upon exercise of his own judgment and at his own discretion notwithstanding any information, suggestion or documents CSBHK may have provided to the Customer.
- 17.2 The Customer agrees that CSBHK will not be liable for any inaccuracy or incompleteness of any information provided by CSBHK or the performance or outcome of any transactions effected by the Customer after receipt of such information.
- 18. Termination**
- 18.1 The Agreement may be terminated by either party by giving not less than two banking days' (other than a Saturday, Sunday or public holidays in Hong Kong) prior written notice to the other party. Notwithstanding the aforesaid, CSBHK may terminate the Agreement immediately upon the happening of any of the events referred to in Clause 16.2. Termination of the Agreement shall not affect any Instruction executed by CSBHK or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.
- 18.2 Upon termination of the Agreement, the Customer will immediately repay to CSBHK any amounts due or owing to it.
- 18.3 The Customer shall withdraw any cash or securities balances in the Securities Account upon termination of the Agreement within 7 days from the date of termination. Failing which, CSBHK may on behalf of the Customer realise any of such securities at such prices and on such terms as it deems fit (including but not limited to the purchase by CSBHK or its Affiliates of securities which are held in odd lots at a fair price) and return to the Customer its cheque representing the net sale proceeds and the credit balances in the Securities Account.
- 19. Notice**
- 19.1 Any notice or other communication to be given or made pursuant to the Agreement by CSBHK to the Customer may be made by personal delivery, prepaid post (airmail if overseas), electronic means or facsimile and shall be deemed to have been duly served:
- (a) if delivered personally or by electronic means, at the time of delivery;
- (b) if sent by prepaid post, 48 hours or (if by airmail) 96 hours after posting; and
- (c) if sent by facsimile, at the time of sending.
- Any such notice or communication shall be sent to the Customer at the address, facsimile number or e-mail address set out in the Customer Information Statement or such other address, facsimile number or e-mail address as the Customer may notify CSBHK in writing from time to time for the purpose of this clause.
- 19.2 Any notice or communication made or given by the Customer will be sent at his own risk and will be effective only upon actual receipt by CSBHK.
- 19.3 The Customer agrees that CSBHK may send any notice, contract notes, confirmations, periodic statements and communication to the Customer in electronic form.
- 19.4 If the Customer has applied for the Hold-Mail Service of CSBHK, the Customer authorizes and agrees CSBHK and its designated person to receive and hold on behalf of the Customer all notices, communications, confirmations and statements to be sent to the Customer hereunder until they are collected by the Customer or the authorized representative of the Customer. Any notices, communications, confirmations and statements which are not collected by the Customer or his authorized representative may be disposed of by CSBHK and its designated person as it deems fit. The Customer accepts all consequences of and risks associated with the Hold Mail Service, including, without limitation, risks of delay, error, fraud or forgery. The Customer hereby fully indemnifies CSBHK and its designated person against all claims, damages, demands, actions, costs, and losses in connection with the same.
- 20. General Provisions**
- 20.1 Time shall in every respect be of the essence under the Agreement.
- 20.2 If any one or more of the provisions contained in the Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 20.3 (a) The Agreement shall benefit and be binding on CSBHK and the Customer, their respective successors and subject to this Clause 20.3, any permitted assignee or transferee of some or all of CSBHK's rights or obligations under the Agreement.
- (b) The Customer may not assign or transfer all or any of his rights or obligations under the Agreement.
- (c) CSBHK may assign or transfer all or part of its rights, benefits and obligations under the Agreement and disclose to a potential assignee or transferee or any other person proposing to enter into contractual arrangements with CSBHK in relation to the Agreement such information about it as CSBHK may think fit for the purposes of such contractual arrangements.
- 20.4 Failure or delay in exercising any rights, power or privilege by CSBHK in respect of the Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude CSBHK from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.
- 20.5 The Customer agrees that the data requested by CSBHK in the Customer Information Statement or otherwise from time to time is necessary for CSBHK to provide the services in connection herewith. If the Customer fails to provide the same to CSBHK, CSBHK may not be able to provide or continue to provide such services to the Customer. The Customer may always contact the head of brokerage operations of CSBHK to gain access to and request correction or amendment to such data. Such data together with any other data of the Customer obtained by CSBHK from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the Circular relating to the Personal Data (Privacy) Ordinance of Hong Kong issued by CSBHK as amended or supplemented from time to time. Without prejudice to the foregoing, CSBHK may, if requested by the Exchange or the SFC, provide to the Exchange or the SFC details of the Securities Account in order to assist the Exchange or the SFC with any investigation or enquiry it is undertaking.
- 20.6 The Customer acknowledges and agrees that CSBHK may appoint any person as its agent ("debt collection agent") to collect any amount due by the Customer to CSBHK under the Agreement and the Customer shall be responsible for all costs and expenses which may be incurred by CSBHK for that purpose on each occasion. Further, CSBHK shall have, and the Customer admits and agrees that CSBHK does have, the right to disclose to debt collection agency any of the Customer's personal data for that purpose on any occasion.
- 20.7 Either party will notify the other in the event of any material change to the information in the Agreement.
- 20.8 Neither CSBHK 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, CSBHK 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 CSBHK's control whatsoever.
- 20.9 All sums to be payable by the Customer hereunder shall be paid on the relevant due dates or on demand by CSBHK in immediately available and freely transferable funds in the relevant currency on the relevant due dates for payment. All such payments shall be made in full without set off or counter claim and free and clear of and without any deductions or withholdings for or on account of any present or future taxes, imposts, duties or other withholdings or deductions of any nature whatsoever. If any payment to be made to CSBHK is subject to any deduction, tax or other withholdings (other than tax on CSBHK's income), then the Customer will forthwith pay to CSBHK such additional amount(s) as may be necessary to ensure that CSBHK's receipt is equivalent to the amount which CSBHK would otherwise have received had there been no such deduction, tax or withholding.
- 20.10 The Customer hereby confirms that he has received and read the English/Chinese version of the Agreement and that the Customer understands and accepts the terms of the Agreement. In the event of discrepancy between the Chinese version and the English version, the version elected by the Customer in the Customer Information Statement as the governing version shall prevail. In case the Customer has not made any election in the Customer Information Statement, the English version shall prevail.
- 20.11 These Terms and Conditions revoke and supersede all previous mandates and agreements and, where inconsistent, the terms of any agreement relating to the Securities Account (but will not affect any instructions given or dated before such revocation) and, subject to contrary arrangements in writing between the Customer and CSBHK, any account subsequently opened will be operated on these Terms and Conditions.
- 21. Amendment**
- 21.1 CSBHK shall be entitled to add, amend or delete any of these Terms and Conditions at any time by giving prior notice to the Customer.
- 22. Governing Law and Applicable Regulations**
- 22.1 The Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the PRC.
- 22.2 The Customer hereby submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in the event of any dispute arising out of the Agreement. Such submission shall not prejudice CSBHK's right to commence action against the Customer in any other court of competent jurisdiction.
- 22.3 If the Customer is a company incorporated outside Hong Kong, the Customer hereby appoints the process agent as set out in the Customer Information Statement or such other process agent appointed thereafter by the Customer to be its process agent to receive all notices and communications relating to any legal proceedings involving the Customer and the Customer agrees that any service of the legal process on such process agent shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts. Without prejudice to the validity of the appointment of the process agent pursuant to the foregoing sentence or the validity of the service of legal process on such process agent, to the extent that the Customer has provided to CSBHK an address in Hong Kong in the Customer Information Statement or pursuant to Clause 19.1 of the Agreement (the "Hong Kong Address"), the Customer agrees that service by way of post or deliver to such Hong Kong address shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts.
- 22.4 The Customer, CSBHK and all transactions with respect to securities made for or on the Customer's behalf shall be subject to the constitution, by-laws, rules, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the Exchange, the Hong Kong Securities Clearing Company Limited and the SEHK Options Clearing House Limited) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable as amended from time to time. CSBHK is authorised to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. The Customer shall be bound by all CSBHK's rules and regulations applicable from time to time to the Securities Account or the Customer's securities trading or the financing of such trading. CSBHK or any Affiliate may be the counterparty to any transaction effected by CSBHK on the Customer's behalf.
- 23. Arbitration**
- 23.1 At the sole option of CSBHK and at its absolute discretion, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Clause. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of the Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

CITIC Securities Brokerage (HK) Limited
Circular relating to the Personal Data (Privacy)
Ordinance of Hong Kong

- (a) I/We understand that I/we may have or may in future be requested to supply personal information from time to time to you relating to myself/ourselves, and in the carrying out of transactions contemplated under any service applied for by me/us from you, further information shall or may be collected by you (all such information is referred to as "data" in this circular).
- (b) I/We understand that a request for data on the Customer Information Statement or otherwise shall oblige me/us to complete the same, and any failure so to do may result in you being unable to provide any service to me/us, or unable to effect transactions under any account opened by me/us.
- (c) I/We understand that you may provide data about me/us to the following classes of persons: -
1. any other group company of CITIC Securities Brokerage (HK) Limited;
 2. CITIC Ka Wah Bank Limited and any subsidiaries, holding company, associated companies or affiliates of or companies controlled by or under common control with CITIC Ka Wah Bank Limited;
 3. any nominees in whose name my/our securities or other assets may be registered;
 4. any contractor, agent, service provider, fund houses or insurance companies, which provides administrative, data processing, financial, computer, telecommunication, payment or securities clearing, professional or other services to you or to any group company of CITIC Securities Brokerage (HK) Limited;
 5. any person with whom your company enter into or propose to enter into transaction for my/our account or in connection with my/our account, or persons representing the same;
 6. credit reference agencies, and, in the event of default, debt collection agencies;
 7. any financial institution, charge card and credit card issuing companies;
 8. any assignee, transferee, participant, sub-participant, delegate, successor or person to the rights or business of CITIC Securities Brokerage (HK) Limited; and
 9. governmental, regulatory or other bodies or institutions, whether as required by law, regulations applicable to any group company of CITIC Securities Brokerage (HK) Limited or CITIC Ka Wah Bank.
- (d) I/We understand that my/our data may be used for the following purposes from time to time:-
1. giving effect to my/our orders relating to transactions or otherwise, and carrying out my/our other instructions;
 2. providing services in connection with my/our account;
 3. conducting credit enquiries or checks on me/us and ascertaining my/our financial situation and investment objectives, and enabling or assisting any other person so to do;
 4. collection of amounts due, enforcement of security, charge or other rights and interests in favour of your company or your group companies;
 5. marketing existing and future services or products of your company or any group company of CITIC Securities Brokerage (HK) Limited or CITIC Ka Wah Bank;
 6. observing any legal, regulatory or other requirements to which any group company of CITIC Securities Brokerage (HK) Limited or CITIC Ka Wah Bank or any other persons may be subject;
 7. conduct matching procedure (as defined in the Personal Data (Privacy) Ordinance); and
 8. all other incidental and associated purposes relating thereto.
- (e) I/We understand that I/we may request a copy of my/our data kept by you. I/We also understand that I/we may request the correction of the data that is inaccurate. Any such request may be addressed to the Personal Data Officer of CITIC Securities Brokerage (HK) Limited at the address at 26th Floor, CITIC Tower, 1Tim Mei Avenue, Central, Hong Kong. I/We understand that you may charge a reasonable fee for handling any such request.
- (f) I/We understand that nothing in this circular shall limit my/our right under the Personal Data (Privacy) Ordinance.
- (g) I/We understand that this circular shall become an integral part of all contracts, agreement and other binding arrangements which I/we have entered into with your company.

中信証券經紀(香港)有限公司
CITIC Securities Brokerage (HK) Limited

證券買賣條款（專業投資者 - 機構）

有關香港個人資料（私隱）條例之通告

證券買賣條款

(專業投資者 - 機構)

致： 中信證券經紀(香港)有限公司
香港中環添美道 1 號
中信大廈 26 樓

證券及期貨事務條例 571 章之持牌法團進行第 1 類 (證券交易)及第 4 類 (就證券提供意見)受規管活動。
香港聯合交易所有限公司參與者
C.E.編號：AAE879

本人/吾等(簡稱「客戶」)同意下列條款將適用於中信證券經紀(香港)有限公司(簡稱「中信證券經紀香港」)按其絕對酌情權不時向客戶提供的證券交易服務及相關服務：

1. 定義及釋義

1.1 在此等條款中，下列詞語及詞句具下列含意：
「聯屬人」就任何一方而言，指與該方存在控制實體關係的個人、公司、合夥商行或任何其他形式的實體；或任何該等實體的董事、高級職員或僱員；
「協議」指由客戶填寫的或由其他人士代其填寫的客戶資料表格及不時經修訂及/或補充的此等條款；
「獲授權人士」指已經被客戶指定或按有關公司或其他程序由客戶正式授權(有關文件須呈交中信證券經紀香港並須獲得其接納以茲證明)代其執行與本協議有關事宜之個人(多位或一位)。在中信證券經紀香港未收到客戶書面通知撤銷該項授權前，該個人應為有效之獲授權人士。「獲授權人士」亦指多位獲授權人士中的任何一位；
「控制實體」指證券及期貨條例(香港法律第 571 章)附表一所賦予含義；
「控制實體關係」就任何人士而言，指其憑藉以下情況與協議一方的關係：

- (a)該方為該人士的控制實體；
 - (b)該人士為該方的控制實體；或
 - (c)另一人士(為所述該名人士的控制實體)亦為該方的控制實體；
- 「保管代理人」指中信證券經紀香港在香港或海外地區所僱用的其認為適當之代理人、聯系入、分保管人、代名人。此等人士代中信證券經紀香港持有、收取或支付、交付或交換各類證券及其他資產或代中信證券經紀香港履行其作為本協議所訂定之保管人責任。為免生疑問，該等保管代理人亦應包括任何結算系統；
「客戶資料表格」指含中信證券經紀香港所需客戶資料的並由中信證券經紀香港指定格式的客戶資料表格；
「交易所」指香港交易及結算所有限公司；
「指示」指中信證券經紀香港真誠地相信是由獲授權人士發出的書面、口頭或電子通訊；
「網上交易服務」指由中信證券經紀香港提供的任何設施，讓客戶能夠透過互聯網發出買賣及其他方式處置證券的指示，以及取得資訊服務；
「證券」指 (1)股份、股票、基金及其他股本證券，(2)債券、票據及其他債務證券，(3)現貨及遠期合同、期權、權證、期貨、順差合同、掉期、外匯及衍生工具(不論是否與任何上述任何產品或與任何金錢、指數或其他資產、物業或物件有關連的)及(4)其他不同種類的投資，不論該投資產品有否在任何交易所或市場上市或進行交易，或由私人配發或公開發售；亦不論該投資產品是否由證書或其他文件(不論是不記名的或是可轉讓的或其他種類的文件)構成、代表或證明或在發行人、結算所、存管處、保管人或任何其他人士的簿冊登記中登錄，以構成、代表或證明有關利益。亦包括對任何發行人、結算所、存管處、保管人或任何其他人士與上述有關可行使的權益，及與任何上述投資產品有關的其他權益、利益及收入；
「證券戶口」指中信證券經紀香港以客戶的名義在其賬簿上開立的用以記錄客戶證券交易的任何戶口；
「結算戶口」指客戶資料表格中指定為結算戶口的客戶的銀行戶口或客戶不時以書面通知中信證券經紀香港客戶的其他銀行戶口；「證監會」指香港證券及期貨事務監察委員會；
「賣空指示」指：

- (a)除(b)段另有規定外，指為某客戶而作出的出售證券指示，而就有關證券而言，該客戶憑藉以下事實而具有一項即時可行使而不附有條件的權利，以將有關證券轉歸於其購買人的名下—
 - (i)該客戶已根據某證券借貸協議—
 - (A)借用有關證券；或
 - (B)獲得該協議的對手方確認該對手方備有有關證券借予該客戶；
 - (ii)具有可用以轉換為或換取有關證券的其他證券的所有權；
 - (iii)該客戶具有可取得有關證券的期權；
 - (iv)該客戶具有可認購及可收取有關證券的權利或認購權證；或
 - (v)該客戶已與另一人締結或訂立屬於根據證監會訂明的種類的協議或安排；
- (b)就 (a) (ii)、(iii)、(iv)或 (v)段而言，如該客戶已於作出出售證券指示時發出不附有條件的獲取有關證券的指示，則不包括該出售證券指示。

1.2 單數詞應包括其複數詞，反之亦然；任何陽性詞、陰性詞和中性詞應包括其陽性詞、陰性詞和中性詞。對人士的提述包括商號、獨資公司、合夥商行及公司，反之亦然。

1.3 標題：協議中任何條款的標題並不影響該條款或其他任何條款的意義。

2. 證券戶口

2.1 客戶須開立及維持證券戶口以記錄所有按照協議為客戶進行之證券買賣。
2.2 就有關轉移證券入證券戶口之事宜，客戶須自行安排及指示轉讓方轉讓證券予中信證券經紀香港並自行負擔相關的費用及開支。在中信證券經紀香港收到證券之前，證券並不會記錄入證券戶口。
2.3 中信證券經紀香港將會在收到有關指示後在合理可行的範圍內盡快安排轉移客戶之證券予其指示中所指定之第三方，但：
(a) 客戶須負責促使該第三方收取由中信證券經紀香港轉移之證券，及負責此等轉讓之所有處理及轉讓費用及收費；
(b) 在證券正在進行轉移至中信證券經紀香港或保管代理人並以中信證券經紀香港或保管代理人之名義註冊時，證券可能不被轉移；及
(c) 客戶須無欠付中信證券經紀香港債項。

3. 指示及服務

3.1 中信證券經紀香港謹此獲授權按照並依據指示為客戶買賣證券及以其他方式處理證券戶口內或為證券戶口持有的證券、收益或金錢，但中信證券經紀香港有酌情權(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，亦毋須因其不接受或履行此等指示或未有通知客戶所引起或與其有關的損失而負責。
3.2 儘管客戶與中信證券經紀香港就規管證券戶口之操作簽訂之開戶書或其他協議內之條款另有規定，中信證券經紀香港獲授權(但並無義務)就本協議接納及履行任何透過電話、電子或其他媒介給予的有關任何證券交易或證券戶口之款項轉移，或協議下任何事項的指示行事。任何有關證券戶口或本協議的指示若由任何一位能報上或鍵入證券戶口之號碼及其他中信證券經紀香港要求的資料之人士所發出，該指示將被視為是由客戶發出的適當、有效及對客戶有約束力之指示。
3.3 客戶應無條件地及不可撤回地同意全數彌償中信證券經紀香港，並確定中信證券經紀香港不會在其沒有查詢發出指示的人士之權力或身份所發出指示之真實性下同意按該指

示行事而帶來的所有債項、損失、損害、訴訟及申索所受之直接或間接之損害負責，不論當時之情況如何及該等指示之性質，或該等指示有任何錯誤、誤會、欺詐、偽造或缺乏清晰或未被授權。(惟中信證券經紀香港之嚴重疏忽或蓄意失責則屬例外)。

3.4 中信證券經紀香港為客戶的執行代理人，而不會對客戶的任何證券交易的價值、特點或適合性作任何保證。

3.5 中信證券經紀香港可根據其絕對酌情權決定透過任何聯屬人、任何交易所或結算所的參與者或有關市場的經紀以何種形式執行客戶的證券交易。中信證券經紀香港及服務為客戶的執行代理人，若中信證券經紀香港本身作為客戶的交易對手，則將會在有關的或交單據中向客戶作出披露。中信證券經紀香港將無須就源自有關的交易中所獲取的佣金、報酬、利潤或其他利益向客戶作出任何交代。
3.6 除非該客戶向中信證券經紀香港提供令中信證券經紀香港滿意之證明以通知中信證券經紀香港該指示為一項賣空指示，客戶承諾其不會提出任何涉及出售非由其擁有的證券的指示。

4. 保留回佣及非金錢利益安排

4.1 中信證券經紀香港可保留其在為客戶買賣證券時從經紀或其他人士所獲得的 (1)任何由該投資產生的現金或金錢性質的回佣；及 (2)明顯地對客戶有利的有關物品及非金錢性質的利益。這些服務可包括，例如：對於個別股票在市場上的相對優勢之分析及調查或使用數據、報價服務及其他資料設備。
4.2 在任何情況下，如中信證券經紀香港或其任何關聯人士保留現金或金錢性質的回佣，或物品、服務或非金錢性質的利益，中信證券經紀香港必須確保(按情況而定)：(1)交易的執行符合最佳執行條件的原則；(2)由客戶支付之經紀佣金並不高於一般提供全面服務的經紀所收取的佣金比率；及 (3)向客戶披露有關的回佣及其大概價值。
4.3 中信證券經紀香港亦可能為投資組合經理提供物品、服務或現金的回佣，惟此舉必須符合證券及期貨條例不時訂明有關保留回佣、非金錢性質利益及關連交易的規定。

5. 客戶身份及資料

5.1 中信證券經紀香港獲授權進行或促使他人進行有關客戶信譽的調查、檢查和查詢，並為此目的接觸客戶的銀行(包括確定客戶財務狀況和投資目的)，以及將有關客戶的帳戶、交易和該等交易的最終受益人的資料交予中信證券經紀香港的分公司、任何其聯屬人和任何交易所、市場、結算所或規管機構(包括交易所和證監會)(合稱「規管人」)以便協助該等交易所、市場、結算所或規管機構進行調查或進行的查詢。
5.2 在協議中：(a)「最終受益人」一詞指就本協議中中信證券經紀香港為客戶進行或將進行的任何交易而言的下列個別或每個人士，該人士 (i)為委託人，客戶在該交易中作為該人士的代理人，或 (ii)享有該等交易的商業或經濟利益及/或承擔其商業或經濟風險，或 (iii)最終負責為該等交易發指示和 (b)「身份資料」一詞，就任何人士而言，指該等人士、包括該等人士的別名、地址、職業、聯繫資料的真實性及全部的身份證明。
5.3 客戶同意如名中信證券經紀香港已從規管人接獲有關一宗交易的查詢，以下條文將適用：

- (a) 除下文另有規定外，客戶須應中信證券經紀香港的要求(要求包括規管人的有關聯絡詳情)，即時通知中信證券經紀香港或規管人進行交易賬戶(不論是全權委託或非全權委託性質)的客戶的身份及聯絡詳情，以及(就客戶目前所知)交易最終的受益人，或如最終受益人為不同人士，則(就客戶目前所知)為最初發出交易指示的該方；
- (b) 如果客戶就一項集體投資計劃、全權委託戶口或全權委託信託進行交易，客戶須應中信證券經紀香港的要求(要求包括規管人的有關聯絡詳情)，即時通知規管人集體投資計劃、全權委託戶口或全權委託信託的身份及聯絡詳情，以及指示客戶代表集體投資計劃、全權委託戶口或全權委託信託進行交易的該等人士的身份及聯絡詳情；
- (c) 如果客戶就一項集體投資計劃、全權委託戶口或全權委託信託進行交易，客戶須在可行情況下，於其代表集體投資計劃、全權委託戶口或全權委託信託的投資全權委託失效時，儘快通知中信證券經紀香港。彼亦須應中信證券經紀香港的要求(要求包括規管人的有關聯絡詳情)；即時通知規管人發出交易指示的該等人士的身份及聯絡詳情；
- (d) 如果客戶知悉其客戶為一(多)名相關客戶的中介人，而且不知悉進行交易的該相關客戶的身份及聯絡詳情，彼確認 (i)彼與其客戶已作出安排，於被要求時有權即時從客戶取得第 5.3 (a)、(b)及 (c)條列明的資料，或促使取得該等資料；及 (ii)彼將應中信證券經紀香港就一宗交易的要求，即時向其發出進行交易指示的客戶，要求取得該等資料，並於從其客戶最得或促使取得該等資料後，隨即向規管人提供該等資料；及
- (e) 如果客戶居於具備客戶保密法的司法管轄區，彼同意根據以上條文披露資料。如果彼為客戶帳戶代表，而有關保密法禁止作出披露，客戶將促使該宗交易最終收益人的同意，披露任何根據以上條文的資料。此外，客戶作為一名客戶，同意豁免任何適用客戶保密法所提供的保障，或客戶作為一名對手方或中介人，同意促使相關之交易最終收益人對該保障作出書面豁免。

客戶根據此等條款所應行的責任於任何交易完成後依然有效。

5.4 根據第 5.3 條，客戶承諾在中信證券經紀香港不時要求下向中信證券經紀香港提供有關客戶的身份資料、財政狀況和其他中信證券經紀香港所需的資料(包括但不限於對證券帳戶及/或透過證券帳戶進行的交易合同中之最終受益的人士之身份)。當所提供或與本協議有關的資料有任何重大變化時，客戶及中信證券經紀香港均各自向對方承諾通知對方有關變化。

6. 購買公開售股/配售、新上市及其他證券

6.1 客戶授權中信證券經紀香港(於應客戶指示時)作為其代理，就一項新上市的公開售股及/或交易所上市公司的證券配售，申請認購或購買證券，不論是單一或聯同其他客戶的申請或聯同中信證券經紀香港聯屬人進行大量申請，以令客戶受益或令最終受益人受益。客戶承諾對於中信證券經紀香港為客戶提供之有關公開售股及/或配售的任何招股書及其他售股文件，其準確性或完整性或任何錯誤陳述，中信證券經紀香港概不負責。
6.2 於向中信證券經紀香港作出指示，就一項新上市之公開售股及/或交易所上市公司的證券配售申請認購或購買證券時，客戶確認及聲明：

- (a) 彼已閱讀及了解相關的招股書、申請表格及/或其他相關售股文件，以及彼之申請項符合有關招股書、申請表格及/或相關售股文件(包括相關發行人確定證券最終訂價的酌情權)訂明之條款及條件，或如果沒有任何書面售股文件，彼完全了解相關認購/購買的條款及條件；
- (b) 彼符合資格認購或購買該等證券，並且會遵守或已遵守有關招股書、申請表格及/或其他相關售股文件訂明的條款及條件，或如果沒有任何書面售股文件，彼會遵守或已遵守相關認購/購買的條款及條件；
- (c) 中信證券經紀香港擁有應有的權力，代表客戶作出有關申請；
- (d) 中信證券經紀香港代表客戶作出的申請，是由客戶或代表客戶(為客戶或最終受益人

(利益)作出及有意作出的唯一申請,同時客戶授權中信證券經紀香港於任何申請表格(或其他方式)向交易所或向任何其他適當人士作出相同的披露及保證;及

(e) 彼按照相關招股書、申請表格及/或其他相關售股文件對證券申請人的要求作出一切陳述、保證及聲明,或如果沒有任何書面售股文件,彼按照相關認購/購買條款及條件對申請人的要求作出一切陳述、保證及聲明。

- 6.3 客戶明白相關證券發行人或賣方(及其代理)會憑藉其根據第 6.2 條作出的確認及聲明,決定是否因應中信證券經紀香港代表客戶作出的申請,配發或分配證券。
- 6.4 客戶同意及明白相關證券發行人或賣方(及其代理)擁有絕對酌情權,拒絕或接受中信證券經紀香港代表客戶作出的申請,或只接納部份申請。如果客戶的申請遭拒絕或只獲部份接納,不論是否由於與客戶申請有關的原因所導致,於並無嚴重疏忽或蓄意失責的情況下,中信證券經紀香港及其聯屬人均毋須因有關拒絕或部份接納而向客戶或任何其他人士負上責任。
- 6.5 如果中信證券經紀香港代表客戶作出大量申請,客戶同意如果有關申請只獲部份接納,中信證券經紀香港擁有全權及絕對酌情權,對按其基準挑選(中信證券經紀香港擁有全權及絕對酌情權)的客戶分配證券。
- 6.6 客戶進一步確認由一家從事證券買賣業務的非上市公司作出的申請,而客戶對該公司行使法定控制權,則該申請應被視為代表客戶作出。
- 6.7 於接獲客戶的口頭或書面要約(「要約」)後,中信證券經紀香港可按其全權及絕對酌情權,透過向客戶發出列明貸款條款及其他詳情接納通知(「接納通知」),授出一項貸款(「貸款」),專用作客戶認購或購買於公開售股及/或配售尋求上市的新上市證券(「新上市證券」)。本條的條款及條件被視為對照納入接納通知的要約。中信證券經紀香港一旦發出接納通知,客戶不得撤銷要約。
- 6.8 新上市證券的付款將以中信證券經紀香港(或其代名人的名稱)的名義支付,但由客戶獨自負責支付及承擔風險。客戶確認其認購或購買新上市證券的申請(由中信證券經紀香港或中信證券經紀香港代名人作出)可能不獲相關證券發行人或賣方接納,但客戶仍須支付貸款利息。
- 6.9 每筆貸款連同附帶之累算費用及利息將於以下情況到期償還:(i)於催繳時;或(ii)於新上市證券預定於交易所上市之日,兩者以較早者為準,如果任何新上市證券申請不成功或只是部份成功,由相關發行人或賣方退還的款項,須即時用於償還欠負的貸款及附帶之累算費用及利息。客戶同意收款銀行、保管人或代名人可將有關不成功申請的款項,全數退還予中信證券經紀香港,而中信證券經紀香港獲授權向有關收款銀行、保管人或代名人發出指示,或採取其他適當行動,取得該等款項。
- 6.10 客戶須按照接納通知訂明之息率,向中信證券經紀香港繳付貸款利息,有關利息應由客戶提取貸款當日(如接納通知所言)至最終償還貸款日期間按中信證券經紀香港按 365 天基準(或於接納通知內訂明的其他基準)確定的每日累算基準計算。

7. 抵銷

7.1 在不抵觸本協議已向中信證券經紀香港作出的其他授權下,客戶授權中信證券經紀香港可將其按協議為客戶買賣證券所產生的任何客戶應收款項用作抵銷客戶因該買賣應付予中信證券經紀香港的賬款。客戶同時授權中信證券經紀香港處置其持有的客戶證券以償付客戶應付中信證券經紀香港的任何款項。

8. 交易慣例

- 8.1 中信證券經紀香港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次序。
- 8.2 中信證券經紀香港可在未有事前知會客戶的情況下,根據有關法律及規定,將客戶的指示與其他客戶的指示合併執行。如果未有足夠的證券以滿足此等經合併的指示,中信證券經紀香港可在適當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。但相對中信證券經紀香港本身賬戶的指示,客戶的指示將獲優先處理。
- 8.3 對於因通訊設施的損壞或失靈或因任何中信證券經紀香港無法控制的失誤而導致指示的傳送出現延誤或失敗,中信證券經紀香港將無須承擔責任。
- 8.4 由於客觀環境的限制及證券價格迅速轉變,中信證券經紀香港可能未必能夠全數執行或依照在某個時間的報價或按照「最佳價」或「市價」執行客戶的指示,但客戶仍同意受有關交易的約束。
- 8.5 取消或修改指示的要求只可在有關指示獲執行之前作出,並須視乎是否獲中信證券經紀香港接納(但如非有合理的理由,中信證券經紀香港不可拒絕接納有關要求)。如果在中信證券經紀香港接納取消指示要求前,有關的指示已經獲全數或部份執行,客戶同意接受該已獲執行的交易的全部責任。除非有關取消或修改指示的要求已獲中信證券經紀香港接納,否則該指示於被中信證券經紀香港接受處理的交易日當天仍屬有效。若該指示在該交易日結束前未獲執行,該指示將自動失效(中信證券經紀香港另行同意的情况下除外)。
- 8.6 在接獲客戶的要求後,中信證券經紀香港會向客戶提供中信證券經紀香港根據協議條款代表客戶所購買或出售有關生產品詳細說明和/其他招股文件,而中信證券經紀香港可能會將其與客戶及獲授權人士的對話交談錄音,以便中信證券經紀香港核對指示或其他事宜。客戶在此同意中信證券經紀香港進行電話錄音。

9. 交收

- 9.1 如中信證券經紀香港已代客戶執行購買或出售的交易,客戶應在到期交收日按照中信證券經紀香港有關的交易或結算所的要求向中信證券經紀香港支付需結算的款項或以可交付的中信證券經紀香港交付證券。如果在交收日期當天,客戶未有履行上述交收義務,中信證券經紀香港茲獲授權根據其絕對酌情權:
- (a) 如屬購買交易,轉移或出售證券戶口內任何證券(包括該等已購入的證券)以履行客戶的義務;或
- (b) 如屬賣賣交易,按需要借入及/或買入該等已出售的證券,以履行客戶的交收義務。縱使有第 9.1 條的規定但在不影響第 3.1 條規定的前提下,中信證券經紀香港有權:
- (a) 不執行任何購買指示。除非客戶已向中信證券經紀香港提供可動用的資金,而中信證券經紀香港認為該資金的金額足夠支付有關購入價連同有關交易需繳付的有關印花稅、經紀佣金、交易及其他徵費及其他費用及開支;及
- (b) 不執行任何售賣指示。除非客戶在發出有關指示前已將有關證券存放於中信證券經紀香港。
- 9.2 客戶須向中信證券經紀香港繳付就客戶的有關中的任何交收失誤而可能須支付的任何溢價及任何的損失、成本、費用及開支(包括根據全數彌償基本計算的法律費用)。
- 9.4 中信證券經紀香港根據協議而進行的任何交易、交收、行動或步驟所涉及的所有外匯兌換風險將由客戶承擔。
- 9.5 客戶謹此不可撤回地授權中信證券經紀香港的持牌代表執行結清證券戶口或結算根據協議代表客戶進行買賣交易的指示或以其他方式使之生效,包括但不限於將所得淨額收益存入或轉賬至客戶指定的銀行戶口,或親身提取及將抬頭為客戶的淨額收益支票交付(風險由客戶承擔)至客戶列明的地址。

10. 擔保及金錢轉移

- 10.1 現在或將來由中信證券經紀香港或其代名人為客戶持有或交易的所有證券(包括客戶獲妥為配發的新上市證券)和任何時候由中信證券經紀香港代表客戶作為押金或其他安全保管的所有款項和其他財產須向中信證券經紀香港或由中信證券經紀香港為其利益持有人作出擔保,擔保形式為第一優先固定持續擔保,旨在支付和解除客戶對中信證券經紀香港的所有債務及責任(無論是在證券交易業務中產生的或對該等交易提供融資或以其他方式產生的,實際的或或有的,現存的或將來的、基本的或從屬的、各別的或共同的),以及對於該等擔保:
- (a) 該等擔保項下的資產包括已付或今後應付給該等證券的一切股息或利息和所有股份、股票(及其股息或利息)、權利,在任何時候通過贖回、花紅、優先權、期權或其他方式附帶或有關該等證券所積累或提出的款項或財產;
- (b) 當客戶在要求時沒有支付或在到期時沒有提前支付客戶應付予中信證券經紀香港的

款項,或客戶違反協議的其他條款,中信證券經紀香港有權在誠信的原則下,在無須通知客戶的情況下,以其認為合適的時間、方式、價格、條件出售或以其他方式處置全部或部份該等證券(由中信證券經紀香港選擇),在各種情況下,中信證券經紀香港毋須就任何該等行為向客戶負責(嚴重疏忽或蓄意失責除外),並可將上述出售或變現取得的淨收入和當時中信證券經紀香港手中持有的任何款項按中信證券經紀香港選擇的先後順序償還客戶應付予中信證券經紀香港的款項;

(c) 在不損害之前第 (b) 子段規定的下,如果貸款及附帶的費用及累算利息到期時尚未全數清償,中信證券經紀香港可於其認為合適的時間、方式及合理的利率,出售或以其他方式變現妥為配發予客戶的全部或任何部份(由中信證券經紀香港挑選)新上市證券(聯同新上市證券附帶的一切權利、所有權及利益)而毋須事先通知客戶,於各種情況下,中信證券經紀香港毋須就任何有關行動向客戶負上任何責任(嚴重疏忽或蓄意失責情況除外),並且動用有關銷售或變現所得資金,按中信證券經紀香港選擇的次序,解除或導致解除貸款及任何附帶的費用及累算利息;及

(d) 該等擔保是一種持續的保證,不受任何中期付款的影響,附加於反不影響任何留置權、抵銷權或在任何時候中信證券經紀香港持有並對客戶對中信證券經紀香港的債務的其他擔保(該等擔保不受以上權利或擔保影響),亦不受任何有關的解除、更改、放棄強制執行的權利或與其有關的其他交易影響(該等擔保亦不受以上解除、更改或權利放棄影響)。

10.2 客戶謹此不可撤回地授權中信證券經紀香港進行一切行動及簽立所需文件,將前述任何抵押證券的所有權、轉移、完成及/或歸屬予中信證券經紀香港。就獲取此項擔保的全數利益而言,中信證券經紀香港的代名人或任何購買人或任何其他人士可完成本文所作出的擔保。

10.3 中信證券經紀香港特此獲不可撤銷的授權(在不影響中信證券經紀香港在協議下所獲得的其他授權的原則下):

- (a) 指示客戶任何時候持有帳戶的任何聯屬人和銀行,包括但不限於中信嘉華銀行有限公司、存款公司或其他人士、商行或公司(「存款持有人」),在任何時間代表客戶將客戶不時存放在與聯屬人或存款持有人所開立的帳戶內的資金轉移到客戶與中信證券經紀香港所開立的帳戶內或客戶任何時候在聯屬人持有的其他帳戶內;及/或
- (b) 將客戶不時存放在與中信證券經紀香港所開立的帳戶內的任何資金轉移到該客戶與聯屬人不時維持的任何帳戶內,及/或
- (c) 給予任何聯屬人和任何存款持有人上述授權;及/或
- (d) 向任何聯屬人提供或向聯屬人要求或收取中信證券經紀香港認為合適的有關客戶、證券戶口的資料。

10.4 中信證券經紀香港按此第 10.3 條所獲得的授權有效期為由協議日期起計不超過 12 個月。有關授權可根據適用法律及規則由客戶在 (1) 協議訂立之年度的最後一天和 (2) 隨後之每個曆年的最後一天或之前以書面方式同意延續或被視為延續該授權,每一延續有效期為 12 個月。

10.5 客戶同意不會及不會意圖對客戶戶口或中信證券經紀香港替客戶持有的證券訂立或允許存續押記、質押或其他產權負擔。

10.6 中信證券經紀香港就代客戶持有的任何現金結餘所賺取或收取的任何利息,絕對屬於中信證券經紀香港;然而中信證券經紀香港可完全酌情向客戶支付部份或全部有關利息。

11. 費用及開支

11.1 中信證券經紀香港將會根據其不時決定並通知客戶的計算比率及基準向客戶收取費用及經紀佣金。客戶必須負責應要求支付任何不論任何原因或以何種形式而在證券戶口所產生的任何債務,包括但不限於經紀佣金、費用、收費、法定收費、稅項、徵費、交付收費等。中信證券經紀香港可從證券戶口提取現金或出售其所持有的證券以支付有關的到期費用。11.2 客戶欠付中信證券經紀香港的款項將按照中信證券經紀香港不時通知客戶的利率收取利息,若中信證券經紀香港未有通知客戶,利息將按照 (i) 中信嘉華銀行有限公司或 (ii) 香港上海滙豐銀行有限公司不時公佈之港元最優惠貸款利率加年利 6 厘計算(兩者以較高者為準)。

12. 彌償

12.1 就所有針對中信證券經紀香港或保管代理人而作出的申索、訴訟、責任及針對中信證券經紀香港或保管代理人而進行的法律程序而言,客戶同意全數加以彌償及承擔中信證券經紀香港、其聯屬人及保管代理人就履行其義務或提供其服務或行使協議中的權利、權力或酌情權,包括由中信證券經紀香港為其保障或強制執行其權利或在協議中的擔保權益(不論是否因客戶的失責或違約所致)而蒙受的損失、訟費、費用或開支(包括法律開支)。

12.2 中信證券經紀香港在任何情況下均毋須對客戶的利潤損失、直接、間接、特別或相應而產生的損失或賠償負責,亦毋須對或因保管代理人或任何中信證券經紀香港通過其執行證券戶口交易的人士、商行或公司的過失、無力償債、行為或遺漏而引致客戶之任何受損失負責。

13. 戶口合併

13.1 客戶同意中信證券經紀香港除可行使其一般留置權或其他中信證券經紀香港按法律、合約或其他方式所享有相似的權利外,中信證券經紀香港可以隨時在毋須事前通知客戶的情況下,從客戶於中信證券經紀香港(或其任何聯屬人)開設之任何種類及貨幣的戶口,(無論該些戶口是客戶獨自或與其他人士共同擁有,合併、集合、調動所存之任何形式之款項或證券,及抵銷中信證券經紀香港(或其任何聯屬人)欠客戶的責任或債務,以抵銷或轉讓的方式償還客戶欠付中信證券經紀香港(或其任何聯屬人)的責任或債務(不論有關責任或債務為基本的、從屬的、各別的、共同的或以其他貨幣為單位的),不論是否到期或或然的或非由協議引致的,如果有關聯屬人已向中信證券經紀香港發出催繳通知,中信證券經紀香港毋須理會有關欠付中信證券經紀香港聯屬人的責任或債務是否存在。中信證券經紀香港(本身或透過其聯屬人)可為此使用任何客戶戶口結餘以購買任何外匯匯票。任何上述證券可由中信證券經紀香港(或視情況而定其聯屬人)於購買日按當時外匯兌換市場上通行的即期匯率(由中信證券經紀香港作出最終決定)進行。若欠付中信證券經紀香港(或其聯屬人)的債務因某些待發事件尚未需要償還,中信證券經紀香港(或其聯屬人)於應用本的抵銷條款後,有權暫停支付相等於欠數額的戶口存款給客戶,直至此待發事件發生為止。

14. 陳述、保證及承諾

14.1 客戶在此向中信證券經紀香港保證、陳述及承諾如下:

- (a) 客戶現在是以主事人的身分訂立協議,而並不是代表任何其他人進行交易,除非客戶以書面形式向中信證券經紀香港作出知會;
- (b) 客戶已取得並將維持任何所需的同意、執照及准許有效;
- (c) 客戶只會基於其自己的判斷及研究進行證券交易,而不會倚賴中信證券經紀香港的董事、員工或代理人所作的建議而進行該等交易;
- (d) 客戶資料表格中的資料於協議日期是真實和完整的,若於客戶資料表格中的資料或其他與客戶有關的資料有任何重大變更,客戶將立即通知中信證券經紀香港。在中信證券經紀香港未有接獲通知前,中信證券經紀香港可倚賴客戶資料表格中的資料行事。中信證券經紀香港茲此授權對客戶進行信貸調查以核實客戶於客戶資料表格或其他地方提供的財政狀況及投資目標;
- (e) 協議對客戶構成有效及具法律約束力的合約,並可按其條款執行;
- (f) 協議及其履行及其條款所列的責任不會亦將不會:
- (i) 違反任何現行適用的法律、法規、條例、規例或客戶需遵守的法院判決、法令或許可;或違反客戶的公司章程條文或附例(如適用);
- (ii) 違反任何客戶為締約一方或需遵從或對客戶資產有影響的任何合約或文件或構成失責。
- (g) 除非客戶已另行以書面向中信證券經紀香港申報,客戶並非任何交易所、交易委員會、清算所、銀行或信託公司員工或高級人員、證券商或任何引薦經紀的聯屬人、任

何證券經紀或交易商的高級人員、合伙人、董事或員工；

- (h) 客戶將為證券戶內的證券的實益擁有人而不受除協議中所列以外的任何留置權、押記、衡平法上的權利或其他產權負擔所影響；在未經中信證券經紀香港的書面同意之前，客戶亦不會押記、質押、或允許證券戶口中的證券或款項存有任何押記或質押，或就該等證券或款項授予選擇權或擔保授予選擇權；及
- (i) 對證券戶口內的每宗交易而言，客戶是最初負責發出有關指示的人及將會從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人(在客戶資料表格向中信證券經紀香港所披露的該等其他人士或機構或以書面形式向中信證券經紀香港作出知會者除外)。
- 14.2 以上的陳述及保證將會被視為在發出每項指示或執行每項指示前已再次重複作出。

15. 網上交易服務

- 15.1 中信證券經紀香港可應客戶的書面要求，為客戶提供網上交易服務，而客戶同意按照中信證券經紀香港透過不時可能發出的任何通知、函件、刊物或有關其他文件修訂或補充的協議的條款及條件，使用網上交易服務。
- 15.2 客戶同意獲授權人士應為唯一獲授權使用網上交易服務的人士，並且須全權及全部負責向中信證券經紀香港發給客戶的密碼及/或登入名稱的使用、保密性及安全性。
- 15.3 除另有協定外，除非客戶的證券戶口有充足的可用資金或證券清付第 9 條列明的有關交易，中信證券經紀香港將不會執行客戶透過互聯網服務發出的任何指示。
- 15.4 中信證券經紀香港不應被視為已接獲及/或執行透過網上交易服務發出的指示，除非及直至客戶接獲指示確認書，確定接獲及/或執行指示(須以所發出的確認書及定期結單(如適用)內列明的詳情為準)。
- 15.5 客戶承諾及同意，作為使用中信證券經紀香港網上服務交易的條件，如果出現以下情況，客戶須即時通知中信證券經紀香港：
- (a) 於發出一項指示後，客戶並未收到任何指示確認書或確認書列載不正確詳情；及
- (b) 客戶知悉任何未獲授權而使用客戶登入名稱或密碼的情況。
- 15.6 客戶確認並無擁有任何市場數據的專有權益，電腦儲存或知識產權構成網上交易服務的部份。客戶亦保證不會以任何方法改動任何該部份，及不會嘗試、干擾、修改、解編、還原、損毀、銷毀或以其他方改動任何該部份。
- 15.7 客戶進一步確認中信證券經紀香港對於市場數據或其他資訊服務的及時性、準確性或完整性並無作出任何聲明及保證，亦不保證網上交易服務的可用性。客戶同意中信證券經紀香港毋須對數據及其他資訊的任何偏差、錯誤或遺漏負上任何責任，或對網上交易服務傳送的情況下干擾或延誤、或中止或失靈、或因非中信證券經紀香港所能控制的情況下產生或導致的任何損失負上任何責任。

16. 失責

- 16.1 即使協議或客戶與中信證券經紀香港之間簽訂的其他協議中有任何其他條款與條件規定，客戶須在中信證券經紀香港要求時或到期時(以較早者為準)支付其欠中信證券經紀香港的全部債務(無論是實際的或有的、現存的或將來的)客戶在中信證券經紀香港要求時須存入一定款額的可運用資金、證券或其他資產，並維持令中信證券經紀香港滿意的保證或中信證券經紀香港作為成員或中信證券經紀香港有責任的交易所、市場或主管當局制定的規則所要求的保證押品。各種保證必須在中信證券經紀香港要求時立即提供。
- 16.2 (1)如有任何向客戶展開的破產、清盤或類似的司法程序或有任何法律程序以強制執行或查封客戶的資產，或(2)因保證金或保證不足或其他原因令中信證券經紀香港認為有需要保障其權益，或為了履行任何有關的交易所、結算所或經紀條例，及在結束任何證券戶口或在中信證券經紀香港與客戶的關係終止時，客戶欠中信證券經紀香港所有款項(亦包括未到期及未有要求作出繳付的款項)將即時到期，並須在中信證券經紀香港作出付款要求下立即清繳。中信證券經紀香港獲不可撤銷地授權並在沒有通知客戶的情況下，在任何通常作出交易的交易所或期貨交易所或私人出售或購入(按情況而定)的方式，運用其酌情權(在時間或條件及其他方面)買入任何或所有客戶戶口中之不足之證券及/或賣出任何或所有由中信證券經紀香港代客戶持有的證券、及/或結束任何未平倉合約或持倉或取消任何未執行的買賣指示。除非涉及嚴重疏忽或蓄意失責，否則中信證券經紀香港均不須就其在上述所作出的行為向客戶負上任何責任。在不抵觸客戶的欠款責任下，任何由買賣有關證券而獲得的淨收入將由中信證券經紀香港決定以任何次序用作抵銷客戶欠中信證券經紀香港的欠款或淡倉。
- 16.3 在中信證券經紀香港採取第 16.2 條中列出的任何行動後，中信證券經紀香港將在可行的情況下盡快通知客戶。
- 16.4 購買人或任何與中信證券經紀香港或其授權人或代理人交易的人士並不須作出以下的查詢：
- (a) 中信證券經紀香港向其行使或宣稱向其行使的權力是否為可行使的權力；
- (b) 在該保證下是否有任何尚欠金額；
- (c) 任何其作出之行動是否適當或是否符合規定；或
- (d) 任何向中信證券經紀香港或其繳付之金額的運用。
- 16.5 為了在任何破產、清盤、債務重整、債務安排或類似的法律程序下保障中信證券經紀香港提出債權證明的權利，中信證券經紀香港可把根據協議售賣或變現證券後所獲得的收入轉入暫記帳。

17. 投資資料

- 17.1 儘管中信證券經紀香港向客戶提供任何資料、建議或文件，然而客戶完全明白其進行的任何交易純粹按照個人之判斷及酌情決定權而進行。
- 17.2 客戶同意中信證券經紀香港無須就中信證券經紀香港提供的資料的任何不準確或不全面，或在收到該等資料後客戶進行任何交易的表現或結果而負上責任。

18. 終止

- 18.1 協議的任何一方可向對方給予不少於兩個銀行日(星期六、日或香港公眾假期除外)的事先書面通知終止協議。縱使有前述的規定，中信證券經紀香港有權在第 16.2 條所述事件發生時立即終止協議。終止協議將不會影響中信證券經紀香港在終止協議之前為客戶所進行的交易或影響任何一方在終止之前所累積的權利、權力、責任及義務。
- 18.2 在終止協議後，客戶將要即時向中信證券經紀香港付還任何到期欠款或尚未支付的款項。如果在終止協議時證券戶口有任何款項或證券結餘，客戶同意在終止日期起計的七日之內提取該等結餘，否則中信證券經紀香港有權代表客戶按中信證券經紀香港認為合適的價格及條件變現有關證券(包括但不限於中信證券經紀香港或其聯屬人員購買以公平價持有的股股)，並將代表出售所得淨收入及證券戶口的結餘以支票方式付還給客戶。

19. 通知

- 19.1 根據本協議由中信證券經紀香港向客戶所發出或作出的任何通知或其他通訊均可以專人交付、預支郵費郵遞(若為海外信件則以空郵發出)、通過電子媒介或傳真方法發出，並在下列情況下視為已妥為送達：
- (a) 若由專人交付或通過電子媒介送達，在交付時視為已妥為送達；
- (b) 若以預支郵費郵遞送達，則在郵遞後四十八小時或九十六小時(若以空郵寄出)視為已妥為送達；及
- (c) 若以傳真方法送達，則在發出傳真時視為已妥為送達。
- 任何此等通知或通訊均須按客戶資料表格中所列的地址、傳真號碼或電郵地址發出或為了本條款之目的，不時由客戶以書面通知中信證券經紀香港的其他地址、傳真號碼或電郵地址發出。
- 19.2 就任何由客戶作出的通訊或通知，客戶必須個人承擔有關風險，及只當中信證券經紀香港實際收到有關通知後方能生效。
- 19.3 客戶同意中信證券經紀香港可以電子形式向客戶發出任何通知、成交單據、交易確認、結單及通訊。
- 19.4 若客戶已申請中信證券經紀香港的信件留存服務，客戶茲此授權並同意中信證券經紀香

港及其指定人士代客戶接收及持有按協議送遞給客戶的所有通知、通訊、交易確認及結單直至客戶或其授權代表取回。任何客戶或其授權代表未有取回的通知、通訊、交易確認及結單可由中信證券經紀香港或其指定人士按其決定處置。客戶同意接受所有與信件留存服務有關的後果及風險，包括但不限於延誤、錯誤、欺詐或偽造的風險。客戶同意全數彌償中信證券經紀香港及其指定人士與此有關的所有索償、損失、要求、訴訟、費用及損害。

20. 一般條款

- 20.1 在協議中所述的時間於各方面均為要素。
- 20.2 若協議所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，在協議內所載的其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。
- 20.3 (a) 協議受益於中信證券經紀香港、客戶及其個別繼承人，及在根據本第 20.3 的前提下，任何中信證券經紀香港在協議中部份或所有權利或義務的獲批准的承讓人或受讓人，協議亦對上述人士具約束力。
- (b) 客戶不可轉移或轉讓協議中或任何交易中的權利或義務。
- (c) 中信證券經紀香港可轉讓或轉讓協議中所有或部份中信證券經紀香港的權利、利益及義務，並向有可能的承讓人或受讓人或認爲合適與中信證券經紀香港進行合約安排的任何其他人士披露中信證券經紀香港認為合適用作該等合約安排之用的客戶資料。
- 20.4 中信證券經紀香港未有或延遲行使協議的任何權利、權力或特權不應視作放棄該等權利，而只是單一或部份行使、執行或放棄任何該等權利、權力或特權亦不妨礙中信證券經紀香港作進一步行使、執行有關權利、權力或特權，或行使或執行協議中的任何其他權利、權力或特權。
- 20.5 客戶同意客戶資料表格中或中信證券經紀香港不時要求提供的資料是中信證券經紀香港提供協議之服務所必須的。若客戶未能提供該等資料，中信證券經紀香港未必能夠為客戶提供或繼續提供有關的服務。客戶可經常聯絡中信證券經紀香港的證券營運部門主管以查閱及要求更改或修改該等資料。該等資料連同中信證券經紀香港不時從客戶取得的任何其他資料可披露予中信證券經紀香港不時發出修訂或補充有關香港個人資料(私隱)條例的通告中列明的人士及用作該通告中所指定的用途。在不損前條的前提下，中信證券經紀香港可在交易所或證監會的要求下，向他們提供證券戶口的詳情以協助他們進行調查或查詢。
- 20.6 客戶明白亦同意中信證券經紀香港可指派任何人士作為其代理人(簡稱「收數公司」)以催收任何客戶按協議到期未付中信證券經紀香港的款項，而客戶需對中信證券經紀香港因此而需付的收費及開支負責。此外，客戶亦明白及同意中信證券經紀香港有權就該目的透露客戶的個人資料予收數公司。
- 20.7 如協議所載資料有任何重大的改變，每一方均須就此知會對方。
- 20.8 只要中信證券經紀香港及其聯屬人在誠信原則下行事，中信證券經紀香港及其聯屬人無須就延遲或未有關履行義務及因此而導致的損失、損害或費用承擔責任。此外，中信證券經紀香港及其聯屬人無須對任何直接或間接地源自任何無法控制的事件的後果負責。該等事件包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐嚇將會發生的恐怖主義行為、天災及任何中信證券經紀香港的控制範圍以外的行為。
- 20.9 客戶須在有關到期日或在中信證券經紀香港要求下即時以可動用的及可自由轉讓的資金以有關的貨幣在有關到期日繳付所有客戶在協議下應支付予中信證券經紀香港的款項予中信證券經紀香港。所有繳款須為全數繳款，不可作出抵銷或反申索及不可扣除或扣起任何現有的或將來的稅款、課稅或任何其他性質的扣減。如任何將須繳付予中信證券經紀香港的費用須作任何扣減、須繳付稅款或須扣起任何金額(除有關中信證券經紀香港收入的稅款外)，如有需要的話，客戶須立即向中信證券經紀香港繳付此等額外金額以確保中信證券經紀香港所收取的金額相等於在沒有作出扣減、繳付稅款或扣起任何金額前中信證券經紀香港應收的款項。
- 20.10 客戶謹此確認已收到及閱讀本協議的中文及英文版本，並且明白和接納本協議的條款。如中、英文版本有任何分歧，概以客戶於客戶資料表格中選擇為管轄語文的版本為準。若客戶未有於客戶資料表格中選擇管轄語文，則以英文版本為準。
- 20.11 本條款及條件撤銷及取代之前的所有委託及協議，以及(如有抵觸)任何有關證券戶口的協定條款(但於該撤銷前作出的任何指示將不受影響)，除非客戶與中信證券經紀香港另作出書面安排，其後開設的任何戶口將按本條款及條件操作。

21. 修改

- 21.1 中信證券經紀香港有權於任何時間在給予客戶事先通知的情況下對本條款的任何條款進行增加、修改或刪除。

22. 管轄法律及適用規定

- 22.1 協議及協議中的所有權利、義務及債務均受中國香港特別行政區之法律所管限及據其解釋。
- 22.2 就任何與協議糾紛而言，客戶同意接受中國香港特別行政區法院的非獨有司法管轄權，但這並不損害中信證券經紀香港於其他具有司法管轄權的法院向客戶提出起訴之權利。若客戶為在香港以外地方註冊的公司，客戶茲委任客戶資料表格中所列的人士或之後委派的其他人士作為法律文件接收人，以收取任何涉及客戶的法律訴訟的有關通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟而言，任何送達法律文件接收人的法律文件，即構成對客戶的法律文件的妥善送達。在不影響根據前述句子委任的法律文件接收人的有效性，或送達法律文件至該法律文件接收人的有效性，而客戶已於客戶資料表格或按照本協議第 19.1 條向中信證券經紀香港提供香港的地址(「香港地址」)，客戶同意以郵遞或送交方式將法律文件送達香港地址，就在香港進行的法律訴訟而言，即構成對客戶妥為送達法律文件。
- 22.4 客戶、中信證券經紀香港和代表客戶進行的所有證券交易均須遵從由交易所或市場及其結算公司(若有)(包括但不限於聯交所、香港證券結算有限公司和香港證券期權結算有限公司)不時制訂了當時適用的章程、附則、規則、判決、規定、交易徵費及其他關稅和慣例徵費(包括但不限有關交易或結算的徵費)，並遵從任何政府或規管當局的一切法律、規定和命令及不時適用的修訂本。中信證券經紀香港獲授權依照有關交易所、市場或結算公司列明的規則收取任何交易費或其他的徵費。客戶須受中信證券經紀香港對證券戶口或客戶證券交易或該等交易的融資不時作出適用的一切規則所約束。中信證券經紀香港或任何聯屬人可作為代表客戶進行交易時交易的另一方。

23. 仲裁

- 23.1 中信證券經紀香港擁有全權的選擇權及絕對酌情權，決定由本協議引致或與本協議相關的任何可爭端、爭議或申索，或由此導致的違反、終止或失效，須根據現時生效的聯合國國際貿易法委員會仲裁規則及可能經本條修訂的規則以仲裁方式調解。獲委任機構須為香港國際仲裁中心。仲裁須於香港國際仲裁中心進行，並須只有一名仲裁人。任何有關仲裁須由香港國際仲裁中心根據本協議日期生效的香港國際仲裁中心仲裁程序進行，包括聯合國國際貿易法委員會仲裁規則所包含的附加規則。仲裁過程須以英語進行。

中信証券經紀（香港）有限公司 有關香港個人資料（私隱）條例之通告

- 一. 本人／吾等明白本人／吾等可能需要或在日後可能被要求不時向貴公司提供有關本人／吾等之個人資料，而貴公司在進行根據本人／吾等申請的服務有關的交易時，需要或可能收集其他資料（在本通告內，所有該等資料均稱為「資料」）。
- 二. 本人／吾等明白本人／吾等必須提供在「客戶資料表格」或其他文件上的資料，而未能填妥該等文件可能導致貴公司未能向本人／吾等提供服務，或未能透過本人／吾等開立的賬戶進行交易。
- 三. 本人／吾等明白貴公司可能向下列人士提供本人／吾等的資料：
 1. 中信証券經紀（香港）有限公司所屬集團公司；
 2. 中信嘉華銀行有限公司及中信嘉華銀行有限公司的子公司、母公司、聯屬公司、聯系公司或被其控制的公司或被控制中信嘉華銀行有限公司同一人士控制的公司；
 3. 可能以其名義登記本人／吾等證券或其他資產之任何代表人；
 4. 向貴公司或中信証券經紀（香港）有限公司所屬集團公司提供行政、數據處理、財務、電腦、電訊、付款或證券結算、專業或其他服務之任何承辦商、代理或服務供應商、基金公司、保險公司；
 5. 貴公司代表本人／吾等或與本人／吾等戶口有關而與其進行或擬進行交易之任何人士或該等人士之代表；
 6. 信貸資料機構，或在未如期付款時，收賬公司；
 7. 任何金融機構、消費咭及信用咭公司；
 8. 任何中信証券經紀（香港）有限公司權利或業務的承讓人、受讓人、參與人、分參與人、代表或繼承人；及
 9. 適用於貴公司或中信嘉華銀行所屬集團公司之法例、規例或其他法規所規定之政府、監管機構或其他機構或機關。
- 四. 本人／吾等明白本人／吾等之資料可用作下列目的：
 1. 令本人／吾等就有關交易或其他事項所發出之指令生效，及執行本人／吾等之其他指示；
 2. 就有關本人／吾等賬戶提供服務；
 3. 為本人／吾等進行信貸查詢或調查及查明本人／吾等之財政狀況及投資目標及容許或協助任何其他人士進行上述事項；
 4. 收取到期款項，向貴公司或貴公司所屬集團公司執行抵押、押記權或其他權利及權益；
 5. 為貴公司或中信嘉華銀行所屬集團公司之現有及日後服務或產品進行市場推廣；
 6. 遵守可能規限貴公司或中信嘉華銀行所屬集團公司或任何其他人士之任何法定、監管或其他規定；
 7. 進行核對程序（定義見個人資料（私隱）條例）；及
 8. 一切與上述有聯繫、有附帶性及有關的用途。
- 五. 本人／吾等明白本人／吾等可要求獲取一份由貴公司持有本人／吾等資料的副本。本人／吾等亦明白本人／吾等可要求更改該等不準確的資料。任何該等要求可寄發予中信証券經紀（香港）有限公司之個人資料主任，地址為香港中環添美道1號中信大廈26字樓。本人／吾等明白貴公司可就任何該等要求收取合理費用。
- 六. 本人／吾等明白本附錄不會限制本人／吾等在個人資料（私隱）條例下享有的權利。
- 七. 本人／吾等明白此通告將成為本人／吾等與貴公司訂定之所有合約、協議及其他約束性安排之一部份。