

## Addendum in relation to Bond Transactions

This Addendum shall apply to all Bond transactions which CITIC Securities Brokerage (HK) Limited (“CSBHK”) conducts with the Customer.

### 1. Definitions and Interpretation

1.1 In this Addendum, except where the context otherwise requires, the following words and phrases shall have the following meanings:

“**Back-To-Back Transaction**” means, in respect of a Transaction, such principal-to-principal transaction or transactions with the applicable Issuer and/or one or more Counterparties that CSBHK determines, in its sole and absolute discretion, are necessary to allow it to perform its obligations under such Transaction;

“**Base Programme Document**” means the document setting out the terms and other information of a Program;

“**Bonds**” means (without limitation but including) any bond or note issued by a corporation, municipal or sovereign of any description whatsoever and wheresoever issued, quoted or dealt in, and includes without limitation bonds offered for subscription and listed as well as unlisted bonds offered for subscription via private placement;

“**CITIC Securities Group**” means CITIC Securities Co., Ltd., CITIC Securities International Co., Ltd., CLSA B.V. and CSBHK and (if applicable) their subsidiaries and affiliates;

“**Clearing Corporation**” means a Hong Kong or foreign clearing corporation (as the case may be);

“**Code of Conduct**” means the Code of Conduct for Persons Licensed by or Registered with the SFC;

“**Counterparty**” means a third party (other than the Customer or Issuer) with whom CSBHK transacts to purchase or sell (as the case may be) Bonds on a back-to-back principal basis;

“**CWUMPO**” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Cap. 32 of the Laws of Hong Kong, as amended from time to time;

“**Experienced Corporate Professional Investor**” means an entity falling within section 3 of the Securities and Futures (Professional Investor) Rules, Cap. 571D of the Laws of Hong Kong and assessed by CSBHK in accordance with the requirements set out in paragraph 15.3A of the Code of Conduct and the procedures set out in paragraph 15.3B of the Code of Conduct;

“**Guarantor**” means an entity guaranteeing the due and punctual payment of all amounts at any time becoming due and payable in respect of a Bond;

“**Institutional Professional Investor**” means an entity falling under paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO;

“**ISIN**” means the International Securities Identification Number (i.e.) 12 digit code assigned to uniquely identify a Bond; bond;

“**Issue Documents**” means the Base Programme Document, offering circular, final terms or other relevant disclosure document(s) prepared by or on behalf of the Issuer for a Bond;

“**Issuer**” means a legal entity, municipal or sovereign, which issues or is going to issue a bond under a Program or otherwise;

“**Market Rules**” means the directives, authoritative orders and instructions issued under applicable laws, as well as the rules, regulations and instructions of clearing corporations, other self-regulation of the markets and the trading practice applied at any given time;

“**Price Quotation**” means a buy or sell offer on a Bond given by CSBHK to the Customer upon the Customer’s request;

“**Program**” means a standardized program pursuant to which an Issuer will from time to time issue a Bond or a series of Bonds and may be amended, restated, supplemented and/or updated from time to time;

“**RDS**” means the Risk Disclosure Statement contained in Schedule 1 of this

Addendum; “**Secondary Market**” means the market for trading in Bonds after

their issuance; “**Settlement Day**” means the time when a bond trade is settled;

“**Subscription**” means subscription by investors for a Bond issued in the primary market in accordance with the terms of the Issue Documents;

“**Total Consideration**” means the price to be paid by the Customer for purchase of a Bond together with all commissions, levies, stamp duties, other taxes (if applicable) and other fees and expenses payable by the Customer for a Transaction; and

“**Transaction(s)**” means a transaction or transactions to trade a Bond(s) entered into by the Customer with CSBHK.

- 1.2 Words denoting the singular shall include the plural and vice versa, and words denoting any gender shall include all genders.
- 1.3 The Customer agrees and acknowledges that Bond(s) constitute(s) “securities” as defined in the Terms and Conditions for Securities Trading, or the Terms and Conditions for Securities Trading (Professional Investor – Institutional) (each, the “**Terms and Conditions**”) and accordingly any Transactions in Bonds are conducted in accordance with the Terms and Conditions as supplemented by this Addendum and (if applicable) other relevant agreements between the Customer and CSBHK.
- 1.4 The Schedule forms part of this Addendum and shall have effect as if set out in full in the body of this Addendum.
- 1.5 Clause headings are inserted for convenience of reference only and shall not, in any event, affect the interpretation and construction of this Addendum.
- 1.6 Capitalized terms that are not otherwise defined in this Addendum shall have the same meaning in the Terms and Conditions and/or other relevant agreements between the Customer and CSBHK.
- 1.7 The Customer agrees and acknowledges that this Addendum shall constitute a legally binding contract. By placing an order with CSBHK to trade Bonds, the Customer is deemed to have accepted and agreed to be bound by the terms and conditions of this Addendum.

## 2. Risks and Documentation

- 2.1 The Customer acknowledges that different types of Bonds have different features and risk-return profiles. The Customer understands that Bonds are not equivalent to time deposits and are not protected deposits and are hence not protected by any deposit protection scheme in Hong Kong or any other jurisdiction. Investors are subject to the credit risks of the Issuer and (if applicable) the Guarantor and other risks associated with investing in the Bonds. If the Issuer and the Guarantor become insolvent, all principal amounts invested may not be recoverable. Other risks pertaining to Bonds are set out in the RDS.
- 2.2 The Customer understands that while CSBHK may highlight certain terms and conditions of a Bond to the Customer in the form of a summary, the Issue Documents (to be sent to the Customer via email) contain the terms and conditions relating to the Bond and are the only legally binding documents in respect of the Bonds. Any translation of the Issue Documents (if any) will be for information purposes only, and the English version will prevail. In the event that the Customer does enter into a Transaction, the relevant terms of the Issue Documents and any notice issued by CSBHK in respect of the Transaction (the “**Notice**”) will, to the extent that they are inconsistent with the terms of the Terms and Conditions and this Addendum, prevail.
- 2.3 Prior to engaging in each Transaction, the Customer shall:
- (a) read and fully understand and familiarize himself with the contents of the Issue Documents and the RDS and seek independent advice from his legal, tax, accounting, financial and other professional advisers as he may consider necessary;
  - (b) understand and consider fully the inherent risks and the specific terms involved;
  - (c) evaluate the various risks associated with the Bond;
  - (d) satisfy himself that the Transaction fits his investment experience, investment objectives, financial position, investment time horizon, risk tolerance level, liquidity needs, (if applicable) his view of the potential performance of the Issuer, CSBHK and its affiliates and the creditworthiness of the Guarantor, tax situation, diversification needs and other relevant circumstances; and
  - (e) (if necessary) seek independent advice on the terms of the Issue Documents and the risks involved.
- 2.4 The Customer acknowledges that he will enter into a Transaction in his sole judgment and responsibility without reliance on CSBHK or on any communication (written or oral) with CSBHK as investment advice or a recommendation to enter into any Transaction. No communication that the Customer may receive from CSBHK in connection with any Transaction shall be deemed to be an assurance or guarantee as to the expected results of such Transaction.
- 2.5 The Customer acknowledges and agrees that:
- (a) he will not hold CSBHK responsible for any misstatements in or omissions from any Issue Documents;
  - (b) neither CSBHK nor any person acting on his behalf has made any representation to the Customer, express or implied, with respect to the Issuer, the Guarantor or the Bond or the accuracy, completeness or adequacy of the Issue Documents;
  - (c) CSBHK shall have no liability for any representations (express or implied) contained in, or for any omissions from, the Issue Documents; and

- (d) CSBHK shall have no obligation to update any such information or to correct any inaccuracies therein or omissions therefrom which may become apparent, even where CSBHK is aware of such inaccuracies or omissions; CSBHK is not obliged to provide any investment information to the Customer, and any memorandum, information or document provided to the Customer at his request is provided for information purposes only.
- 2.6 CSBHK shall not be required to provide reports and information if to do so would contravene any law or regulation or request or direction of any government or regulatory authority, whether or not having the force of law.
- 2.7 In no event will CSBHK be liable to the Customer for any losses, damages, expenses and costs arising out of or in connection with the use or reliance of any information or suggestion from CSBHK, save to the extent directly and primarily caused by CSBHK's gross negligence or wilful default.
- 2.8 Notwithstanding any provisions of this Addendum, if CSBHK solicits the sale of or recommends any financial product to the Customer (who is not an Institutional Professional Investor or an Experienced Corporate Professional Investor), the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this Addendum, the Terms and Conditions or any other document CSBHK may ask the Customer to sign and no statement CSBHK may ask the Customer to make derogates from this Clause 2.8.

### **3. Conflicts and Restrictions**

- 3.1 The Customer may, by giving an instruction to CSBHK, enter into one or more Transactions (for the purchase or, as the case may be, sale of Bonds) as may be agreed between the Customer and CSBHK.
- 3.2 The Customer understands that certain Bonds are not intended for offer to the public and that no offering document has been issued in relation to them whether under the CWUMPO or otherwise. Accordingly, the Customer acknowledges and agrees that any offer or other information relating to the Bonds is communicated to the Customer on a strictly private and confidential basis for his personal use only, and he shall not pass on the same to third parties under any circumstances.
- 3.3 The Customer acknowledges that the Bonds may contain certain restrictions which may impose ownership prohibitions or restrictions (such as a person's age, nationality, citizenship, residence or domicile) applicable to the relevant Bonds, and the Customer will ensure that he is not subject to any such prohibitions or restrictions before entering into any Transaction.
- 3.4 In respect of each Transaction, the Customer will also ensure compliance with all applicable laws, guidelines, codes, rules, restrictions and regulations in force and applicable to him (whether imposed by applicable law or by competent regulatory authorities) in any applicable jurisdiction from time to time, including, without limitation, those relating to tax reporting, anti-money laundering etc.
- 3.5 The Customer acknowledges that due to the diverse nature of the business activities of the CITIC Securities Group, potential and actual conflicts of interest may arise due to the different roles played by the various entities within the CITIC Securities Group. A member(s) of the CITIC Securities Group and its Relevant Persons may have or have had interests (long or short positions) in the Bonds or other interests in or dealings with one or more of the Issuers or its affiliates, and effect transactions as principal or agent, or may act or have acted as market-maker in the Bonds or other securities of the Issuer or its affiliates. Further, a member(s) of the CITIC Securities Group may have or may be seeking investment banking, capital markets or other business with or involving the Issuer or its affiliates. CSBHK or other members of the CITIC Securities Group may be entitled to receive a fee for the provision of any such services. A member of the CITIC

Securities Group may rely on information barriers to control the flow of information contained in one or more areas within the CITIC Securities Group into other areas, divisions, entities or affiliates.

- 3.6 The Customer understands that, unless otherwise agreed in writing with the Customer, CSBHK will act as principal on a back-to-back basis for its own benefit and on an arms' length basis facing each of the Customer and the Issuer or any other Counterparty from whom CSBHK proposes to obtain or to whom CSBHK proposes to sell relevant Bonds. The Customer acknowledges that he is fully aware of the inherent conflicts of interest when CSBHK assumes a principal position against him, and consents to the nature of the Transactions. The Customer acknowledges and agrees that CSBHK may receive quantifiable monetary benefits directly or indirectly from an Issuer for distributing the Bonds, or makes trading profit from a back-to-back transaction concerning the Bonds. CSBHK will disclose its monetary benefit (trading profit) to be gained from its so acting in a principal capacity and ensure that the Customer is treated fairly. CSBHK will similarly disclose any monetary benefits received by its Affiliates. The Customer agrees that CSBHK and its Affiliates may receive and retain those benefits. Unless otherwise notified by CSBHK, the monetary benefits of each Transaction entered into by the Customer for the Bonds will be disclosed in the General Service Fees & Transaction Charges and other agreements the Customer may subject to, as may be amended or supplemented by CSBHK from time to time. The General Service Fees & Transaction Charges is published on CSBHK's website at <https://www.citics.com.hk/>
- 3.7 The Customer acknowledges that the counterparty to a Transaction will be CSBHK. CSBHK may receive an underwriting discount for distributing the Bonds and may earn a profit from the hedging related transactions associated with them. If the Issuer is a member of the CITIC Securities Group, it will receive the net proceeds from the offerings. The Customer is advised to seek independent professional advice as he deems appropriate to evaluate the risk of this potential conflict of interest. By entering into any Transaction, the Customer acknowledges and accepts any actual or potential conflict of interest arising from the foregoing arrangements.

#### **4. Representations and Warranties**

- 4.1 In addition to the representations and warranties contained in the Terms and Conditions, the Customer represents and warrants that:
- (a) He has received, read and understood the Issue Documents and agrees that they will be conclusive and binding on him;
  - (b) He fully understands the contents of the Issue Documents and of the risks relating to any of the Transactions including but not limited to the risks set out in this Addendum and the RDS;
  - (c) He accepts the terms and conditions stipulated in the Issue Documents;
  - (d) He is entering into the Transactions at its sole judgment and responsibility;
  - (e) He is also capable of assuming the financial and other risks of entering into any Transactions;
  - (f) He has sufficient net worth to be able to assume the risks and bear the potential losses resulting from a Transaction;
  - (g) He is eligible to purchase the Bonds and will comply with or has complied with the relevant terms of the Issue Documents;
  - (h) He is capable of making and will make all the representations and declarations required to be made by a purchaser or holder under the terms of the Bonds and the Issue Documents;

- (i) He is entering into the Transactions on behalf of himself and not for and on behalf of any third parties and that he is the person ultimately responsible for originating the instruction in relation to each Transaction and that he is the person that stands to gain the commercial or economic benefit of the Transactions and/or bear the commercial or economic risk;
- (j) He is a “professional investor” as defined in the SFO and the Securities and Futures (Professional Investors) Rules (Cap. 571D) of Hong Kong;
- (k) He is not in the U.S. and is not: (i) a U.S. Person as defined in the Regulation S under the U.S. Securities Act of 1933, as amended; (ii) a foreign person controlled by a U.S. Person; or (iii) a foreign person acting on behalf of or in conjunction with a U.S. Person;
- (l) He is purchasing the Bonds for investment purposes and not with a view to, or for resale in connection with, any distribution or any disposition thereof; and
- (m) His purchase of the relevant Bonds does not violate any applicable laws, guidelines, codes, rules, restrictions and regulations in force and applicable to it (whether imposed by applicable law or by competent regulatory authorities) in any applicable jurisdiction from time to time.

All representations and warranties (including those set out above) shall be deemed to be repeated by the Customer immediately before each Instruction to effect a Transaction.

4.2 The Customer acknowledges and confirms that he has been informed by CSBHK that:

- (a) the relevant Bonds will not be registered under the U.S. Securities Act of 1933, as amended;
- (b) the relevant Issuer will not be registered under the U.S. Investment Company Act of 1940, as amended;
- (c) the relevant Bonds may not be directly or indirectly offered or sold to the public in the United States or to or for the benefit of any U.S. Person;
- (d) any relevant Bonds beneficially owned by a U.S. Person, either alone or in conjunction with any other person, may be compulsorily repurchased by the Issuer at par value and CSBHK may be liable to indemnify the Issuer therefor;
- (e) the Issue Documents relating to the relevant Bonds have not been registered as a prospectus under either the Securities and Futures Act (Cap. 289) in Singapore, the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, under U.S. the laws or the laws of other jurisdictions;
- (f) the relevant Bonds may or may not have been authorized for public sale in Hong Kong or any country, state or jurisdiction; and
- (g) CSBHK is required to comply with the selling restrictions set out in the Issue Documents and may be liable to indemnify the Issuer or the Counterparty in case of breach.

4.3 The Customer acknowledges that the representations, warranties and confirmations contained in this Clause 4 and in the Terms and Conditions will be relied on (i) by CSBHK in deciding whether or not to enter into Transactions with the Customer; and (ii) by the Issuer or any other Counterparty selling the relevant Bonds in deciding whether or not to enter into relevant transactions with CSBHK.

## 5. **Subscription Order**

- 5.1 Where the Bonds that the Customer intends to buy are new issues, the Customer understands and acknowledges that they are securities with no established trading market and that CSBHK cannot give any assurance as to the liquidity of any trading market for the Bonds.
- 5.2 The Customer has had access to all such information as the Customer deem necessary or appropriate in connection with his subscription of the Bonds, and has independently evaluated and satisfied his concerns regarding the merits, risks and suitability of purchasing the Bonds. The Customer acknowledges that he understands the risks of purchasing the Bonds and that CSBHK and/or the Relevant Persons have also explained the same to him. The Customer confirms that he has read and reviewed the selling restrictions in the Issue Documents and that he has complied and will comply with applicable selling restrictions as provided in the Issue Documents.
- 5.3 The Customer shall deliver to CSBHK a subscription order and the instructions relating to the execution of the subscription in accordance with the terms of issue as well as with any bond-specific subscription instructions issued by CSBHK or the Issuer. The Customer may submit subscription orders to CSBHK by visiting a branch office of CSBHK, telephoning CSBHK's front office licensed staff on his/her recorded office telephone line as assigned by CSBHK or in another manner separately agreed upon with the Customer.
- 5.4 The Customer agrees and acknowledges that CSBHK has sole and absolute discretion to accept or reject a subscription order for any Bonds. The Customer also understands that an order for purchase of Bonds may only be partially fulfilled and that any such order is also subject to the availability of such Bonds.
- 5.5 Although CSBHK enters into all Transactions with the Customer as principal, the Customer understands that all orders for the purchase of Bonds are subject to acceptance by the Issuer or other Counterparty selling the said Bonds and will become effective only upon confirmation by the Issuer or, as the case may be, that Counterparty. The Customer also understands that the Issuer or its agent may, in its sole discretion, decide to accept or reject CSBHK's subscription application, or, based on market conditions and product features, cancel the relevant Bonds or adjust its terms. The relevant effective terms and conditions of the Bonds shall be subject to the confirmation or related documents issued by the Issuer. Neither the Issuer nor CSBHK will calculate or pay any interest on the relevant Total Consideration irrespective of whether the Customer successfully purchases the Bonds or not.
- 5.6 CSBHK will provide the Customer with a contract note of a Transaction recorded by CSBHK, and the Customer agrees that the provisions of Clauses 6.5 to 6.7 below will apply.
- 5.7 CSBHK may receive a commission from the Issuer on the orders it executes as Transactions. Further information on the commission CSBHK receives is available in the Issue Document or the information to be provided by CSBHK in another manner.

## **6. Bond Trading**

- 6.1 In secondary market trading, the Customer may contact CSBHK's front office licensed staff on his/her recorded office telephone line as assigned by CSBHK and request CSBHK to issue a Price Quotation and submit the instructions concerning the execution of the trade with CSBHK. The Customer shall ensure that a Price Quotation request is properly communicated to CSBHK. A price quotation request submitted by the Customer must include the following, as applicable:

- the name of the Customer/the authorized person of the Customer who is asking for a price quotation;
- Bond type and amount;
- Bond's ISIN; and

- whether the request concerns a buy or sell quotation.

6.2 The Customer understands and acknowledges that

- (a) for orders for Bonds placed on the over-the-counter (“OTC”) markets, prices are negotiated on a bilateral basis with counterparties who generally do not make the prices quoted available to a broad market;
- (b) unlike the equity markets, the choice of counterparties for Bonds is often limited and in many cases, as the products are only offered by a limited number of counterparties, and hence there is not much transparency in terms of liquidity or price;
- (c) in a volatile non-transparent market, it may be necessary to accept the first price offered without the opportunity to obtain or request other prices;
- (d) there may be Bonds offered exclusively through one counterparty, or for which settlement of an order of a certain size can only be guaranteed by one counterparty, in which cases it is not possible to obtain a comparative offer; and
- (e) the number and choice of counterparties can be limited in the OTC markets.

6.3 At its sole and absolute discretion, CSBHK may refuse to issue a Price Quotation requested by the Customer. If CSBHK provides a price quotation, the Customer shall respond to the price quotation given by CSBHK immediately, unless otherwise separately agreed. The Customer understands that in case of market volatility and if the Customer is unable to respond to the price quotation immediately, the price quoted by CSBHK may no longer be valid or available and confirm that CSBHK shall not be liable in any way to the Customer for the unavailability of any quoted price. The Customer agrees that a trade binding on the Customer and CSBHK is concluded when the Customer accepts CSBHK's Price Quotation. Further, the Customer acknowledges and agrees that CSBHK's role in the Transaction will be that of a principal.

6.4 CSBHK shall, as soon as practical after the relevant Transaction, issue and send a transaction confirmation (the “**Confirmation**”) to the Customer.

6.5 The Customer shall carefully examine and verify the correctness of each Confirmation, advice, receipt and statement issued by CSBHK. The Customer shall inform CSBHK promptly in writing and in any event:

- (a) within 24 hours upon the receipt of such Confirmation, advice or receipt; and
- (b) within three (3) calendar days from the date of any such statement of any errors, discrepancies, omissions or lack of authority.

6.6 Unless the Customer notifies CSBHK of any errors or discrepancies in accordance with Clause 6.5 above, the relevant Confirmation, advice, receipt and statement shall be deemed to be accurate and contain all entries that should be contained, and the Customer agrees to be conclusively bound by it.

6.7 CSBHK shall have no liability in relation to claims in respect of any entries or any errors in any Confirmation, advice, receipt or statement other than any entry or error that the Customer has objected to by giving written notice to CSBHK within the above prescribed time. Notwithstanding the foregoing, CSBHK may, at any time and without assuming or incurring any liability to the Customer, reverse, rectify or amend the entries reflected in a Confirmation, advice, receipt or statement to correct any administrative, clerical, operational or computer errors. The Customer agrees that a document so reversed, rectified or corrected shall be binding as between the Customer and CSBHK.

## **7. Payment and Settlement**

- 7.1 The terms and conditions, subscription and redemption process and details relating to payments as set out in the relevant Issue Documents and the Notice shall be deemed to be incorporated in this Addendum. The Customer understands that certain internal deadlines may apply to the Bonds concerning subscriptions, redemptions or withdrawals (as applicable) and for taking instructions from the Customer. When giving CSBHK Instructions, if a reasonable time is not allowed for CSBHK to process the Instructions and/or if the Instructions are not communicated to CSBHK in a timely manner, the Customer's Instructions may not be processed. Consequently, the Customers may not be able to conduct the Transaction.
- 7.2 The Customer shall pay the Total Consideration in the currency in which each relevant Bond is denominated, in immediately available and freely transferable funds and in the manner customary for payments in the required currency. Deliveries of Bonds will be made against receipt of payment on the due date in the manner customary for the relevant obligation.
- 7.3 The Customer acknowledges that payment of the Total Consideration is of the essence. Before placing any orders for Transactions (save as otherwise stipulated by CSBHK), the Customer shall ensure that there are sufficient funds in his Settlement Account to satisfy the Total Consideration in full or in the case of a sale of bonds, that there are sufficient bonds. The Customer authorizes CSBHK to debit his Settlement Account, Securities Account and/or any of his accounts with CSBHK or its Affiliates for all amounts payable by him pursuant to this Addendum or to transfer the securities from the relevant account(s) of the Customer towards settlement of the Customer's delivery obligations under a Transaction.
- 7.4 If the Customer intends to purchase any Bonds with leverage/financial accommodation to be provided by CSBHK, the Customer shall apply to CSBHK for financial accommodation. CSBHK may review such application in accordance with its credit policies and internal guidelines. At the sole and absolute discretion of CSBHK, CSBHK may reject such application without giving reasons and without liability. The Customer agrees and confirms that (i) such financial accommodation/financing (if approved by CSBHK) will be granted subject to CSBHK's "Terms and Conditions for Margin Financing" as set out in the Agreement or otherwise and such other terms and conditions as CSBHK may from time to time stipulate, and (ii) the "Terms and Conditions for Margin Financing" and such other terms as stipulated by CSBHK shall be applicable and binding on him.
- 7.5 To meet a margin call (if applicable), CSBHK is hereby authorized by the Customer to deduct from the Securities Account any monies, to sell any securities (including collateral) held in the Securities Account and put up the proceeds thereof, and/or require the Customer to put up margin or collateral in the form of cash or, with the consent of CSBHK, securities. If the Customer fails to meet the call then CSBHK may close out any open position of the Customer without his prior consent and charge all Losses and expenses to the Customer or at the Customer's risk leave the position open. If the Customer is asked to put up collateral for an open position, CSBHK is authorized to pledge, charge or make other security arrangements over such collateral, and it is not necessary for the collateral to be registered in the Customer's name or in the name of CSBHK or its nominee or agent.
- 7.6 The Customer acknowledges that settlement and clearing may be conducted by the Clearing Corporation in accordance with the relevant Market Rules or other settlement arrangements as agreed with the Customer and CSBHK.
- 7.7 The Customer acknowledges that in case of a new issue, the relevant Bonds may, in the sole discretion of the Issuer, not be issued until payment of the relevant subscription monies has been received by the Issuer or its agent. Further, the Customer acknowledges that settlement of the trade cannot be guaranteed. If the Counterparty with which CSBHK places the order fails to deliver the Bonds to CSBHK for settlement, the Customer agrees

that CSBHK may unwind the trade and, provided that CSBHK has received the Total Consideration from the Issuer or (as the case may be) the Counterparty, credit the Securities Account of the Customer with the Total Consideration paid by the Customer without interest. The Customer further agrees that CSBHK shall not be liable for any Losses incurred by the Customer in connection with the foregoing.

7.8 Further, the Customer acknowledges that:

- (a) A series of a Bond may be represented by a global bond certificate and deposited with, a common depository, and no individual definitive certificate will be issued to the Customer with respect to his holding of the Bond (that is, held in non-certificated (book entry) form through CSBHK, its nominee or its custodian);
- (b) The Customer's ability to transfer his interest in the Bonds to any person who is not an account holder at a relevant Clearing Corporation or an Issuer account holder, or otherwise to take action in respect of his interest, may be affected by the lack of any individual definitive certificates in respect of the Bond; and
- (c) If after a purchase, the Customer holds the Bonds through CSBHK or its custodian, CSBHK or its custodian (as the case may be) will have direct contractual rights of enforcement against the Issuer; in which case, in the event of a default in payment or delivery in respect of the Bonds on the part of the Issuer (and the Guarantor, if applicable), the Customer will have to rely on CSBHK (either directly or, where applicable, through its custodian(s)) to take action against the Issuer/Guarantor on its behalf. Accordingly, if CSBHK fails to enforce any rights against the Issuer/Guarantor on the Customer's behalf, or if CSBHK becomes insolvent or defaults on its obligations, the Customer will not have any direct contractual rights against CSBHK's custodian(s) (if applicable) and the Issuer/Guarantor and will experience difficulties in taking such legal proceedings to enforce his rights.

7.9 The Customer also acknowledges that the Issuer or its agent may at any time prior to the date on which the relevant Bonds would otherwise be issued, give notice (a Cancelled Offer Notice) to CSBHK that it may not distribute or offer the relevant Bonds until further notification to the contrary.

7.10 The Customer agrees and confirms that CSBHK's payment and/or delivery obligations are conditional upon, and only to the extent that, payment and/or delivery of Bonds is actually received by CSBHK from the applicable Issuer or a relevant Counterparty. The Customer acknowledges and agrees that the settlement of sale or purchase of Bonds may be delayed or cancelled due to any failure by the Issuer or Counterparty to deliver sufficient funds or the relevant Bonds to CSBHK under the Back-to-Back Transactions. The Customer agrees to hold CSBHK free from all claims of Loss arising from such failure to deliver and/or delay in delivery (other than arising from CSBHK's fraud or gross negligence) and CSBHK agrees to use reasonable efforts in Transactions involving the purchase of Bonds by the Customer to:

- (a) procure the Issuer or Counterparty to buy back the Bonds at market price; or
- (b) issue a buy-in notice to the Counterparty and, upon the expiry of a five-day notice period, purchase the relevant Bonds from an alternative source, with any price difference charged to the Counterparty.

If CSBHK obtains the relevant Bonds from the alternative source at a more advantageous price (i.e. a price lower than the Customer's contract price), the Customer agrees that CSBHK will be able to keep monetary benefit thus obtained.

7.11 In the event that the Issuer or Counterparty becomes or appears to be insolvent, becomes the subject of insolvency, bankruptcy, administration or similar proceedings, or a petition is presented for the Issuer's or Counterparty's winding up or liquidation, the Customer agrees to treat the Transaction as being rescinded and provided that CSBHK has received the Total Consideration or the relevant Bonds from the Issuer or (as the case may be) the Counterparty, CSBHK will return the Total Consideration or the relevant Bonds to the Customer as the case may be. The Customer agrees not to hold CSBHK accountable for any Losses arising from CSBHK's failure to carry out the Transaction in the situation contemplated by this Clause 7.11.

## **8. Back-to-back Principal Transactions**

8.1 The Customer acknowledges that, in connection with each Transaction, after CSBHK receives:

- (a) a purchase order from a Customer, CSBHK will seek to subscribe for or, as the case may be, purchase Bonds from an Issuer or one or more Counterparties under one or more Back-to Back Transactions and then sell the same Bonds to the Customer; or
- (b) a sell order from a Customer, CSBHK will seek to purchase Bonds from the Customer and then sell the same Bonds to one or more Counterparties under one or more Back-to-Back Transactions.

8.2 The Customer acknowledges and agrees that:

- (a) Under each Transaction, CSBHK is not an execution agent of, nor does it assume any agency duties or obligations towards, the Customer; CSBHK is not acting as a fiduciary for or an adviser to the Customer in respect of that Transaction.
- (b) For each Transaction involving the purchase of Bonds by the Customer from CSBHK, on the settlement date, the Customer shall pay the Total Consideration in full to CSBHK, and subject to any other provisions of the Terms and Conditions, the Issue Documents or other documents, CSBHK shall credit into the Securities Account of the Customer such securities purchased in that Transaction simultaneously upon (or, if market practice differs, within such time as is usual under the market practice after) CSBHK's receipt of the Total Consideration in full.
- (c) For each Transaction involving the sale of Bonds by the Customer to CSBHK, on the settlement date agreed for the sale of Bonds, the Customer shall make delivery of such Bonds to CSBHK in the manner as CSBHK requires, and subject to any other provisions of the Agreement, CSBHK shall (after deducting any fees, levies, taxes and other charges) credit the net proceeds into the Securities Account of the Customer at such time as is usual under the market practice after CSBHK's receipt of the delivery of such Bonds from the Customer in full.
- (d) CSBHK is entitled not to settle a Transaction involving the purchase of Bonds by the Customer from CSBHK 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 Total Consideration in full.

- (e) CSBHK is authorized by the Customer to debit the Securities Account, the Settlement Account and/or any other account(s) of the Customer maintained with CSBHK or its Affiliates, and to transfer the monies and/or securities from the relevant account(s) of the Customer towards settlement of the Customer's payment and/or delivery obligations to CSBHK under a Transaction.

8.3 The Customer acknowledges that the representations, warranties and confirmations contained in the Terms and Conditions and Clause 4 above will be relied upon (i) by CSBHK in deciding whether or not to enter into Transactions with the Customer; and (ii) by the Issuer or any other Counterparty selling the relevant Bonds in deciding whether or not to enter into relevant transactions with CSBHK.

## **9. Exclusion of Liability and Indemnity**

9.1 The Customer acknowledges that CSBHK will have no liability for any Loss directly or indirectly suffered by the Customer or any third party arising from or in connection with any Transactions or in respect of this Addendum (unless caused by CSBHK's fraud or gross negligence).

9.2 CSBHK has no duty to:

- (a) verify the validity of ownership to any Bonds;
- (b) ascertain the nationality of the Customer or to warn the Customer of any restrictions as to ownership (such as a person's age, nationality, citizenship, residence or domicile) of any Customer's Bonds or any Bonds CSBHK is instructed to purchase on behalf of the Customer; or
- (c) advise the Customer of any regulatory or reporting requirements in respect of the holding of any Bonds.

9.3 The Customer shall indemnify CSBHK, its Affiliates and the Relevant Persons for all Losses incurred by any of them:

- (a) in connection with each Transaction, including without limitation, any unpaid or late payment, interest on the subscription amount and any other costs and expenses incurred by CSBHK;
- (b) (whether directly or indirectly) as a result of CSBHK providing any services to the Customer in respect of this Addendum, including without limitation, any liabilities to indemnify its custodian(s) and any expenses and costs (including legal costs) which CSBHK, its Affiliates and the Relevant Persons may incur in connection with any Instructions and/or orders given by the Customer; and
- (c) arising out of, or in connection with or based on any inaccuracy or breach of any representations, warranties or undertakings made by the Customer.

The Customer authorizes CSBHK to dispose or initiate a disposal through its nominee, of any Bonds held for the Customer to gather funds for covering any Losses incurred by CSBHK, its Affiliates and the Relevant Persons.

## **10. Customer Information/Personal Data**

10.1 The Customer acknowledges that he has been informed by CSBHK that pursuant to its agreement with the Issuer or any Counterparty, it is under an obligation to promptly provide information verifying the identity of customers (who purchased the Bonds) via such Issuer or Counterparty to any Clearing Corporations, regulator, authority or exchange which requires such information, subject to the provisions of applicable laws and regulations, and that this obligation of CSBHK will continue after the completion of the Transactions or the termination of the agreement between CSBHK and such parties.

- 10.2 The Customer further acknowledges and agrees that the SFC, the SEHK or regulators, authorities or exchanges of other jurisdictions may from time to time stipulate regulatory requirements for disclosure or securities market supervision, and pursuant to such requirements, CSBHK may be required to disclose the identity, account information (if applicable), personal data and other relevant information and materials relating to the Customer, his transactions and CSBHK's services (collectively, "**Customer Information**") to such regulators.
- 10.3 Notwithstanding anything contained in the Terms and Conditions, the Customer hereby authorizes CSBHK to (1) comply with such disclosure requirements set out in Clauses 10.1 and 10.2 respectively as CSBHK deemed appropriate; and (2) without prior notice to or consent from the Customer, forward any of its Customer Information to any Clearing Corporations and any relevant regulatory bodies in Hong Kong and elsewhere.

## **11. Force Majeure**

- 11.1 "**Force Majeure Event**" means any event occurring in Hong Kong or elsewhere, giving rise to a failure or delay in the performance of any duties or obligations under the Agreement, which arises from a cause beyond the control of the relevant party and which is not due, or substantially attributable, to any failure of that party to exercise due diligence to prevent such failure or delay, including, without limitation, any Act of God, calamity, war, civil war or strife, rebellion, revolution, insurrection, invasion, acts of a foreign enemy, hostilities (whether war has been declared or not), terrorism, fire, explosion, earthquake, tsunami, flooding, lightning or other adverse weather condition, strikes, industrial actions, government restrictions, exchange or market rulings, suspension of trading, computer breakdown, failure or malfunction of computer network, trading system, clearing system or communication system, malfunction of equipment, power failure, hacking, sabotage, restrictions on convertibility or transferability, requisitions, unavailability of Securities Account records or Securities Account, an actual or threatened debt moratorium (whether private or public), prohibition by new law or regulatory requirements, exchange controls, capital controls, break-up of currency or other restrictions occurring regionally, internationally or in the Customer's country of residence or in the country of any of the exchanges.
- 11.2 If either party is affected by a Force Majeure Event, the party affected shall promptly notify the other party of the nature and extent of the circumstances in question.
- 11.3 Notwithstanding any other provision of the Agreement: (i) CSBHK may suspend any Transactions and all rights and powers of the Customer thereunder in whole or in part; (ii) neither party shall be deemed to be in breach of the Agreement or otherwise be liable to the other party for any delay in performance or the non-performance of any obligations to the extent that the delay or non-performance is due to a Force Majeure Event of which it has notified the other party; and (iii) if CSBHK in its sole discretion deems fit, the time of performance shall be extended by a period equivalent to the period during which performance of the relevant obligation has been delayed or failed to be performed.

## **12. Rights of Third Parties**

- 12.1 Except as expressly provided under Clauses 4.3 and 8.3, a person who is not a party to this Addendum has no right under the Contracts (Rights of Third Parties) Ordinance Cap 623 to enforce or enjoy the benefit of any of its terms of this Addendum.
- 12.2 The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

## **13. Governing Laws and Jurisdiction**

- 13.1 This Addendum shall be governed by and construed in accordance with the laws of Hong Kong. The jurisdiction clause in the Terms and Conditions shall also apply to this Addendum.

**14. Miscellaneous**

- 14.1 If any provision of this Addendum is deemed void, illegal or unenforceable by any law to which it is subject, it shall not affect the remaining provisions of this Addendum.
- 14.2 This Addendum shall prevail in the event of conflicts or inconsistency with the Terms and Conditions. In the event of inconsistencies between this Addendum and the Issue Documents, the Issue Documents shall prevail insofar as the inconsistency relates to the Issuer's terms and features of the Bonds.
- 14.3 Clauses 4, 9, 10, 13 and 14 of this Addendum shall survive the termination of this Addendum and the Agreement.

## **SCHEDULE 1**

### **Risk Disclosure Statement – Bonds**

#### **To: The Customer**

This Risk Disclosure Statement does not disclose all of the risks and other significant aspects of trading in Bonds. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Please read this Schedule carefully, and ask questions and take independent advice as you consider appropriate.

The price of Bonds can and does fluctuate and the price of any individual Bonds or note may experience upward or downward movements. There is a risk that losses may be incurred rather than profits made as a result of trading Bonds. A Bond may even become valueless. A Bond **is not** an alternative to ordinary savings or time deposits.

#### **Key Product Risks**

1. In particular, you should be aware of the following risk factors:

Credit risk – Bonds are subject to the risk of the Issuer (being the entity issuing the Bonds) and the Guarantor (if applicable, being an entity guaranteeing the Issuer's debt) defaulting on its obligations. Any changes to the credit rating of the Issuer or Guarantor will affect the price and value of the Bonds. The lower the credit rating (for example, non-investment grade Bonds), the higher the risk of default or possibility of happening of the other adverse credit events (for example defaults on coupon, debt restructuring, etc.). If a Bond is not rated by credit rating agencies (i.e. in respect of an unrated Bond), investor will not be able to track the change of the credit worthiness of the Bond/issuer. Credit ratings assigned by credit rating agencies do not guarantee the creditworthiness of the issuer. Loss of your entire investment is possible if the Issuer/Guarantor becomes insolvent.

Liquidity risk - The secondary market for Bonds is considerably less liquid than the secondary market for equity securities. There can be no assurance that an active secondary market in the Bonds shall exist or that any available bid price will represent fair value. Accordingly, in the event you wish to sell Bonds prior to their maturity it may be difficult or even impossible to find a buyer, either at all or in some cases without a significant discount to fair value. Investors may incur significant costs or losses in this regard.

Interest rate risk – Bonds are more susceptible to fluctuations in interest rates and generally prices of Bonds will fall when interest rates rise.

Currency risk – Where the Bonds are denominated in a foreign currency, there may be an exchange loss when converting the redemption amount back to the local or base currency.

Interest costs and top-up payments – If you enter into bond transactions on a margin basis or with the use of credit facility, you need to be prepared to pay interest costs for the margin or credit facility and meet margin calls, which require you to make top-up payments to cover the full marked-to-market losses for the remaining period of the contract. Such payment can be substantial in poor market conditions and/or when the contract has a long remaining period.

Margin calls – If you enter into bond transactions on a margin basis, in poor market conditions, you may have to meet margin calls at short notice while your ability to make top-up payments may be much worse than during normal times due to the significant fall in market value of other financial assets. If CSBHK adjusts the margin percentage or margin facilities, this will add further liquidity pressure on you. If you fail to meet margin calls or maintain sufficient margin as required by CSBHK, the contract may be closed without your consent, and you will have to bear the consequential losses and costs which could be very substantial.

Settlement Delay - Settlement of sale or purchase of Bonds may not occur on the trade date or may not occur at all should the Counterparty with which CSBHK transacts under a Back-to-Back Transaction default or otherwise fail to satisfy its obligations.

### **Key Product Risks For High-Yield Bonds**

2. In circumstances where you invest in high-yield bonds (such as, non-investment grade bonds or unrated bonds), you should be aware of the following additional risks:

Higher credit risk – high-yield bonds are typically rated below investment grade or are unrated and as such are often subject to a higher risk of issuer default; and

Vulnerability to economic cycles - during economic downturns, high-yield bonds typically fall more in value than investment grade bonds as (i) investors become more risk averse and (ii) default risk rises.

### **Key Product Risks For Sovereign Bonds**

3. Sovereign bonds are debt securities issued by a government. Such bonds are subject to the risk that the sovereign will either fail or refuse to meet debt repayments. A sovereign's ability to repay will be impacted by the sovereign's economy, and its willingness to pay will be impacted by its political system, leadership and stability. Investors in sovereign bonds also face risk from hyperinflation in relation to that sovereign's currency, which could result in the devaluation of principal and coupon payments.

### **Key Product Risks For Perpetual Bonds**

4. Perpetual bonds do not have a maturity date and can only be monetised by a sale in the secondary market or if the security is callable, where it is called at the sole option of the Issuer. Perpetual bonds are not principal protected. The making of coupon payments will depend on the viability of the issuer in the very long term, and such payments may be deferred and may also be noncumulative, subject to the terms and conditions of the issue. Where the security is redeemed by the Issuer, proceeds received by the investor may be much less than the initial investment amount. Furthermore, in such a situation, investors will be faced with reinvestment risk, which means that prevailing market conditions may have changed and investors may not be able to reinvest the proceeds at the same rate or for the same return at such point in time. In addition, compared to investors in senior bonds, perpetual Bonds are subordinated in ranking and investors in perpetual bonds will have a lower priority of claim (and consequently bear higher risk) in the case of liquidation of the Issuer.

### **Key Product Risks For Subordinated Bonds**

5. Subordinated bonds are unsecured and have a lower priority of claim than an additional senior debt claim in the same asset. Investors in subordinated bonds will bear higher risks than investors in senior bonds of the issuer due to a lower priority of claim in the event of the issuer's liquidation. In addition, subordinated bonds usually also have a lower credit rating than senior bonds. Investors should pay specific attention to the credit information on this type of product, including the credit rating of the Issuer, the subordinated bonds and/or the Guarantor, as the case may be.

### **Key Product Risks For Bonds denominated in Renminbi (RMB) or with underlying assets that are denominated in RMB**

6. You should note that the value of RMB against other foreign currencies fluctuates and will be affected by, amongst other things, the government of the People's Republic of China's regulation of conversion between RMB and foreign currencies. This may adversely affect your return under this type of product when you convert RMB into your home currency. RMB is not a freely convertible currency. Any conversion of RMB through banks in Hong Kong may be subject to certain restrictions prevailing at the relevant time.

### **Key Product Risks For Other Bonds With Special Features**

7. The terms of features and risks of Bonds are not uniform, and some Bonds may contain special features and risks. You should read the terms of any Bonds prior to investing. In particular, you should be aware that Bonds may in some circumstances:
  - be callable, meaning investors face reinvestment risk when the Issuer exercises its right to redeem the Bond before it matures, and the call proceeds may be substantially below the amount of the initial investment;
  - have variable and/or deferral of interest payment terms, meaning investors would face uncertainty over the amount and time of the interest payments received;
  - have extendable maturity dates, meaning investors would not have a definite schedule of principal repayment;
  - be convertible or exchangeable in nature, meaning investors are subject to both equity and bond investment risk;
  - have contingent write down or loss absorption features, meaning the Bond may be written-off fully or partially or converted to common stock on the occurrence of a trigger event; and/or
  - be supported by a keep-well agreement which is a contract between the parent company and its subsidiary to maintain solvency and financial backing throughout the term set in the agreement. The keep-well agreement is not a guarantee, and there is the risk that timely payments may not be made if there are changes to capital control laws or other regulations in the other country.

## 債券交易相關之附錄

本附錄適用於中信證券經紀（香港）有限公司（「**中信証券經紀香港**」）與客戶進行的所有債券交易。

### 1. 定義和解釋

1.1 在本附錄中，除文意另有所指外，以下詞語和字串具有以下含義：

「**背對背交易**」是指就一項交易而言，與主事人對主事人交易或與適用的發行人和/或一個或多個交易對手進行的交易，並且在中信証券經紀香港全權酌情決定下，是必要的以便履行其在該交易項下的義務；

「**基礎計畫文件**」是指列出計畫的條款及其他資訊的文件；

「**債券**」是指（包括但不限於）以任何形式和位於任何地區的公司、市政府或主權機構所發行、報價或交易的債券或票據，並包括但不限於以公開形式發售的上市債券和以私募配售形式銷售的非上市債券；

「**中信証券集團**」是指中信証券股份有限公司、中信証券國際有限公司、CLSAB.V.、中信証券經紀香港及（如適用的話）他們的子公司和聯屬公司；

「**結算公司**」是指香港或境外的結算公司（視情況而定）；

「**《操守準則》**」是指《證券及期貨事務監察委員會持牌人或註冊人操守準則》；

「**交易對手**」指與中信証券經紀香港按照背對背交易模式進行買賣債券（視情況而定）交易的第三方（客戶或發行人除外）；

「**《清盤及雜項條例》**」是指香港法例第 32 章《公司(清盤及雜項條文)條例》及相關修訂；

「**資深法團專業投資者**」是指屬於香港法例第 571D 條《證券及期貨(專業投資者)規則》第 3 條中提及並且由中信証券經紀香港按《操守準則》第 15.3A 段所載要求及 15.3B 段所載程序而評定的實體；

「**擔保人**」是指保證在任何債券到期和應付款時準時支付所有金額而提供擔保的實體；

「**機構專業投資者**」是指屬於《證券及期貨條例》附表 1 第 1 部份第 1 條中「專業投資者」定義第(a)至(i)段所指的實體；

「**ISIN**」是指國際證券識別碼，即唯一用於識別債券的 12 位數代碼；

「**發行文件**」是指基礎計畫文件或代表發行人為債券編制的發售通函、最終條款或其他相關披露文件；

「**發行人**」是指根據計畫或其他方式發行或將要發行債券的法人實體、市政府或主權機構;

「**市場規則**」是指根據適用法律發佈的指令、命令和指示、結算公司的規則、規定和指示及市場的自我監管規則和在任何特定時間適用的交易慣例;

「**報價**」是指中信証券經紀香港按客戶的要求提供給客戶的債券買入或賣出報價;

「**發行計畫**」是指發行人將不時發行債券或一系列債券的標準化計畫及其相關之修訂、重述、補充和/或更新;

「**《風披聲明》**」是指本附錄附表 1 中的《風險披露聲明》;

「**二級市場**」是指於債券發行後進行債券交易的市場;

「**結算日**」是指債券交易結算的時間;

「**認購**」是投資者根據發行文件的條款認購在一級市場發行的債券;

「**總代價**」是指**客戶**就購買債券需要繳付的價格以及如適用的話，佣金、徵費、印花稅、其它稅項和**客戶**應就交易支付的其他費用和支出;及

「**交易**」是指**客戶**與中信証券經紀香港進行的一項或多項債券交易。

- 1.2 表示單數的詞語應包括複數，反之亦然;表示任何性別的詞語應包括所有性別。
- 1.3 **客戶**同意並認同債券屬於《證券買賣條款》或《證券買賣條款》（專業投資者-機構）（每個，「**《條款和條件》**」）中定義的「證券」，因此涉及債券的任何交易均按照經本附錄和（如適用）**客戶**與中信証券經紀香港之間的其他相關協議作為補充的《條款和條件》而進行。
- 1.4 附表構成本附錄的一部分，其效力如同本附錄正文中的全文一樣。
- 1.5 各條款的標題僅為方便參考，在任何情況下均不影響本附錄的解釋和詮釋。
- 1.6 所有載於本附錄中以黑體字標示的詞語，如在本附錄中未另行定義，應具有《條款和條件》或**客戶**與中信証券經紀香港之間的其他相關協議內注明的同意思。
- 1.7 **客戶**同意並確認本附錄構成具有法律約束力的協議。若**客戶**通過中信証券經紀香港下單來進行債券交易，**客戶**將被視為已接受並同意受本附錄的條款和條件的約束。

## 風險和產品相關文件

- 2.1 **客戶**認同不同類型的債券具有不同的特徵和風險回報結構。**客戶**理解債券不等同於定期存款，亦非受保障存款，因此不受香港或任何其他司法管轄區的任何存款保障計畫的保護。投資者必須承擔發行人及（如適用）擔保人的信貸風險和投資於債券的其他風險。如果發行人和擔保人破產，則投資的全部本金可能無法收回。與債券相關的其他風險載於《風披聲明》。

2.2 **客戶理解**，雖然中信証券經紀香港可能以摘要的形式向**客戶**指出債券的某些條款和條件，但發行文件（將通過電子郵件發送給**客戶**）才會全面載有債券的條款和條件，並且是有關債券的唯一具法律約束力的文件。發行文件的任何譯文（如有）僅供參考，文件以英文版本為準。如果**客戶**確實進行了交易，在發行文件的相關條款以及中信証券經紀香港就交易發出的任何通知（「《通知》」）與條款和條件以及本附錄不符的情況下，以前者（即發行文件的相關條款及《通知》）為準。

2.3 在進行每筆交易之前，客戶應：

- (a) 細閱並完全理解和熟悉發行文件和《風披聲明》的內容，並在他認為必要時尋求他的法律、稅務、會計、財務和其他專業顧問的獨立意見；
- (b) 充分理解和考慮每一項交易所涉及的固有風險和具體條款；
- (c) 分別評估債券涉及各種風險；
- (d) 確定每一項交易符合其投資經驗、投資目標、財務狀況、投資年期、風險承受水平、流動性需求、（如適用）客戶對發行人的潛在表現、中信証券經紀香港及其聯屬公司及擔保人信譽的看法（如適用）、稅務情況、分散投資的需求和其它相關情況；及
- (e) （如有需要）就發行文件的條款及所涉及的風險尋求獨立的意見。

2.4 客戶認同，他將按其獨立判斷決定是否進行交易及就交易負全責，而不會依賴中信証券經紀香港或與中信証券經紀香港的任何通訊（書面或口頭）作為投資建議或交易要約。客戶從中信証券經紀香港獲得的任何通訊不應該被視作為交易預期收益的保證或擔保。

2.5 客戶認同並同意：

- (a) 中信証券經紀香港毋須就發行文件的任何錯誤陳述或遺漏承擔任何責任；
- (b) 中信証券經紀香港及代表其行事的任何人士均沒有就發行人、相關的債券或發行文件的準確性、完整性或充分性向客戶作出任何明示或暗示的陳述；
- (c) 即使發行文件中包含任何陳述（明示或暗示）或有遺漏任何事項，中信証券經紀香港亦毋須承擔任何責任；及
- (d) 即使中信証券經紀香港發現發行文件有錯誤或遺漏，中信証券經紀香港亦沒有義務糾正或更新發行文件的任何內容。中信証券經紀香港沒有義務向客戶提供任何投資資訊，而應客戶要求提供的任何備忘錄、資訊或文件僅供參考。

2.6 若提供任何報告或資訊會違反任何法律或法規或任何政府或監管機構的要求或指示（無論是否具有法律效力），中信証券經紀香港毋須提供這些報告或資訊。

- 2.7 在任何情況下，中信證券經紀香港均不需要對**客戶**因使用或依賴中信證券經紀香港的任何資訊或建議而產生或與之相關的任何損失、損害、費用承擔任何責任，惟主要由中信證券經紀香港的嚴重疏忽或故意失責而直接造成的損失則除外。
- 2.8 儘管本附錄有任何規定，倘若中信證券經紀香港向**客戶**（資深法團專業投資者和機構專業投資者除外）遊說買賣或推薦任何金融產品，該金融產品必須在顧及**客戶**的財務狀況、投資經驗和投資目的下合理地適合閣下。本附錄、《條款和條件》或其它中信證券經紀香港要求**客戶**簽署的任何條文或文件及中信證券經紀香港要求**客戶**作出的任何陳述均不會減損本 2.8 條的效力。

### 3. 衝突和限制

- 3.1 客戶可通過向中信證券經紀香港發出指示，要求訂立雙方商定的（視情況而定，買入或賣出債券）交易。
- 3.2 客戶理解某些債券並非旨在向公眾發售，而且均沒有按《清盤及雜項條例》或其他法規的要求發出與其有關的發售章程。因此，客戶確認並同意，任何與債券有關的要約或其他資訊僅在私人和保密的基礎上傳達給客戶並僅供其個人使用；客戶在任何情況下均不得轉發給第三方。
- 3.3 客戶認同，某些債券可能包含擁有權限制（例如：屬於某些年齡、國籍、公民身份、居住地或居籍的人士被禁止擁有相關債券），並且承諾會在進行任何交易前確保自己不受任何此類限制約束。
- 3.4 就每項交易而言，客戶也承諾會確保自己遵守所有適用的司法管轄區（法律或監管機構）不時訂定的法例、指引、準則、規則、限制和法規，包括但不限於與稅務報告、反洗錢等有關法規。
- 3.5 客戶認同，由於中信證券集團業務的多樣性，當各個實體扮演不同角色，其中可能會產生潛在和實際的利益衝突。中信證券集團的成員及其相關人士可能已持有債券的長倉或短倉或發行人或其聯屬公司的其它權益、與這些機構有其它業務往來、以主事人或代理人的身分進行一些交易或甚至是發行人或其聯屬公司所發行之債券或證券產品的莊家。此外，中信證券集團的成員可能正在或正尋求為發行人或其聯屬公司提供投資銀行、資本市場或其它服務。中信證券經紀香港或中信證券集團的其他成員可能有權因提供上述服務而獲得費用。中信證券集團的成員可能會依靠資訊隔離制度來控制集團內一個或多個業務部門的資訊流向其它業務部門、實體或聯屬機構。
- 3.6 客戶理解，除非與客戶另有書面約定，中信證券經紀香港將在背對背交易的基礎上以求利益作為主事人，並在公平交易的基礎上面對中信證券經紀香港擬向其獲取或出售相關債券的客戶和發行人或任何其他交易對手，。客戶承認，當中信證券經紀香港承擔主事人時，他完全明白其中的潛在的利益衝突，並同意該等交易的性質。客戶承認並同意，中信證券經紀香港可直接或間接從發行人處獲得可量化的貨幣利益作為分銷債券，或從債券的背對背交易中獲取的利潤。中信證券經紀香港將披露其以主事人身份行事而獲得的貨幣利益（交易利潤），並確保客戶得到公平對待。中信證券經紀香港將披露其聯屬公司收到類似的任何金錢利益。客戶同意中信證券經紀香港及其聯屬公司可以獲得併保留這些利益。除非中

信証券經紀香港另行通知，客戶就債券進行的每筆交易的貨幣利益，將在不時補充及修訂的《一般服務費和交易費用》及其他客戶協議內披露。《一般服務費和交易費用》刊載於中信証券經紀香港網站 <https://www.citics.com.hk/>

- 3.7 客戶承認交易對手方為中信証券經紀香港。中信証券經紀香港可能因發行債券而獲得承銷折扣，並可能從與之相關的對沖關聯交易中賺取利潤。如果發行人是中信証券集團的成員，其將收到本次發行的所得款項淨額。建議客戶尋求其認為合適的獨立的專業建議，以便評估這種潛在利益衝突。進行任何交易，客戶承認並接受由上述安排引起的任何實際或潛在的利益衝突。

#### 4. 陳述和保證

- 4.1 除了《條款和條件》中包含的陳述和保證外，**客戶**也聲明並保證他：

- (a) 已收到、閱讀及明白發行文件，並同意其對**客戶**具有決定性和約束力；
- (b) 完全理解發行文件的內容以及與任何交易相關的風險，包括但不限於本附錄和《風披聲明》中所談及的風險；
- (c) 接受發行文件中規定的條款和條件；
- (d) 將按其獨立判斷決定是否進行交易及就交易負全責；
- (e) 有足夠能力承擔因進行交易而產生的任何財務風險和其他風險；
- (f) 有足夠的資產淨值可以承擔所有風險及因交易而產生的潛在損失；
- (g) 有資格購買債券，並將遵守或已遵守發行文件的相關條款；
- (h) 能夠根據債券及發行文件的要求，作出並將作出所有應由買方或持有人作出的陳述及聲明；
- (i) 代表自身而不是代表任何第三方訂立交易，並且是最終負責發出每一項交易指示的人士，也是享受相關交易的商業或經濟利益及/或承擔相關的商業或經濟風險的人士；
- (j) 是《證券及期貨條例》及《證券及期貨（專業投資者）規則》（第 571D 章）所界定的「專業投資者」；
- (k) 不在美國也不是：（i）不時修訂的 1933 年《美国证券法》S 規例定義下的美國人；（ii）由美國人控制的外國人；或（iii）代表美國人或與美國人一起行事的外國人；
- (l) 是出於投資目的而購買債券，而不是為了任何分銷或處置安排擬轉售有關債券；及
- (m) 購買相關債券並未違反任何適用的司法管轄區（法律或監管機構）不時訂定的法例、指引、準則、規則、限制或法規。

所有陳述和保證（包括上述各項）均應被視為在每次發出交易**指示**之前由**客戶**複述一次。

4.2 **客戶**認同並確定中信証券經紀香港已告知**客戶**：

- (a) 有關債券將不會根據經修訂的 1933 年美國《證券法》登記；
- (b) 相關發行人不是根據經修訂的 1940 年美國《投資公司法》註冊的機構；
- (c) 有關債券不得直接或間接在美國向公眾發售或出售，或為任何美國人士的利益而出售；
- (d) 若任何美國人士實益擁有的債券，無論是單獨或與其他人一起擁有，發行人有權以票面價值強制購回，而中信証券經紀香港可能有責任向發行人及交易對手方作出彌償；
- (e) 有關債券的發行文件並未根據新加坡《證券及期貨法》（第 289 章）、香港《公司(清盤及雜項條文)條例》、美國法律或其他司法管轄區法律於當地登記為發售章程；
- (f) 有關債券可能或可能未獲授權在香港或任何國家、州或司法管轄區內公開發售；及
- (g) 中信証券經紀香港必須遵守發行文件中規定的銷售限制，並可能有責任在出現違反該等限制情況時向發行人及交易對手方作出彌償。

4.3 客戶承認本文第 4 條和《條款和條件》中包含的陳述、保證和確認，其中 (i) 中信証券經紀香港將於據此決定是否與該客戶進行交易； (ii) 出售債券的發行人或其他交易對手將據此決定是否與 中信証券經紀香港進行相關交易。

**5. 認購指示**

- 5.1 如果**客戶**有意購買新發行債券，則客戶必須理解並認同此類債券並沒有成熟的交易市場，且中信証券經紀香港無法就債券在任何交易市場的流動性作出任何保證。
- 5.2 客戶已經得到有關債券認購和客戶認為必要或適當的資訊，並已獨立評估和解決他們對購買債券的優點、風險和適合性的疑問。客戶確認其瞭解購買債券的風險，中信証券經紀香港及/或相關人士也解釋過。客戶確認已閱讀並審閱了發行文件中的銷售限制，並且已遵守並將遵守發行文件中適用的銷售限制。
- 5.3 客戶應根據發行條款以及中信証券經紀香港或發行人發出的任何特定債券認購指示，向中信証券經紀香港交付認購訂表及有關的執行指示。客戶可前往中信証券經紀香港的分行提交訂購表，或致電中信証券經紀香港前臺持牌人員的辦公室錄音電話，或以中信証券經紀香港與客戶另外協商的方式下單。

- 5.4 客戶同意並認同中信證券經紀香港擁有全權和絕對酌情權去接受或拒絕任何債券的認購訂單。客戶也理解認購債券的訂單（視乎情況）未必可能全數履行，而且任何訂單的履行也取決於有關債券的供應情況。
- 5.5 雖然中信證券經紀香港作為主事人與客戶進行所有交易，客戶理解所有購買債券的訂單均須經發行人及其他出售該債券的交易對手接受，並僅在發行人或交易對手（視乎情況）確認後才生效。客戶還瞭解發行人或其代理人可自行決定接受或拒絕中信證券經紀香港的認購申請，或根據市場條件和產品特徵，取消相關債券或調整其條款。債券的有效條款和條件應以發行人發出的確認書或相關文件為準。無論客戶是否成功購買債券，發行人和中信證券經紀香港均不會就相關總代價計算或支付任何利息。
- 5.6 中信證券經紀香港會按其記錄向客戶提供相關交易的成交單據，而客戶同意下面第 6.5 至 6.7 條的規定適用。
- 5.7 中信證券經紀香港可能會就其已執行訂單的交易從發行人收取佣金。有關中信證券經紀香港收到的佣金的進一步資料，請參閱發行文件或中信證券經紀香港將以其他方式提供的資料。

## 6. 債券交易

- 6.1 在二級市場交易中，客戶可以致電中信證券經紀香港指定的辦公室錄音電話聯繫中信證券經紀香港的前臺持牌人員，要求中信證券經紀香港提供報價，並向中信證券經紀香港提交有關與中信證券經紀香港進行交易的指示。客戶應確保將報價請求正確傳達給中信證券經紀香港。客戶提交的報價請求必須包括以下內容（如適用）：

- 客戶名稱/要求報價的客戶的授權人員的名稱；
- 債券類型和金額；
- 債券的 ISIN；及
- 說明是要求買入還是賣出的報價。

- 6.2 客戶理解並認同：

- (a) 對於在場外交易（「場外交易」）市場上的債券訂單，價格是通過雙邊協商的，而交易對手方通常不會將報價提供給大眾市場；
- (b) 與股票市場不同，債券交易對手方的選擇通常是有限的，在許多情況下，由於產品僅由數量有限的交易對手方提供，因此在流動性或價格方面沒有太大的透明度；
- (c) 在波動和不透明的市場中，可能有必要接受第一個價格而沒有機會獲得或要求其他價格；
- (d) 有些債券可能僅通過某一個交易對手方提供或者只有某一個交易對手方才有能力保證特定規模訂單之結算，在這些情況下，不可能取得另一個報價作比較；及

(e) 在場外交易市場中，交易對手方的數量和選擇可能很有限。

6.3 中信証券經紀香港可自行並按其絕對酌情權拒絕發出客戶要求的報價。如果中信証券經紀香港提供報價，除非另行約定，否則客戶應立即對報價作出回應。客戶理解，如果市場出現波動，而客戶無法立即回覆報價的話，中信証券經紀香港的報價可能不再有效或可用，並確認中信証券經紀香港不會因未能獲得報價而對客戶承擔任何責任。客戶同意，當客戶接受中信証券經紀香港的報價時，客戶與中信証券經紀香港已達成一項有約束力的交易。此外，客戶明白及同意中信証券經紀香港在交易中的角色是主事人。

6.4 中信証券經紀香港應在相關交易後於可行的情況下儘快向**客戶**發出並發送交易確認書（「**確認書**」）。

6.5 客戶應仔細檢查並核實中信証券經紀香港發出給客戶的每份確認書、通知書、收據和結單的正確性。如客戶發現任何錯誤、差異、遺漏或未經授權交易，客戶應該於以下時間內：

(a) 在收到該確認書、通知書或收據後 24 小時內；及

(b) 從任何該有關結單日期起計三(3)個日曆日內，

以書面形式及時通知中信証券經紀香港。

6.6 除非客戶根據上述第 6.5 條的要求通知中信証券經紀香港指出有關錯誤或差異，否則相關的確認書、通知書、收據和結單應被視為準確並已包含所有相關記項，並且對客戶有最終約束力。

6.7 除非客戶在上述指定時間內向中信証券經紀香港發出書面通知，就有關記項提出異議，否則中信証券經紀香港對於任何就確認書、通知書、收據或結單內的記項或錯誤提出的申索概不承擔任何責任。儘管有上述規定，中信証券經紀香港可以在任何時候並於不招致它對客戶負上或承擔任何法律責任的前提下，撤銷、糾正或修改確認書、通知書、收據和結單的內容以糾正任何行政、文書、操作或電腦錯誤。客戶同意，經如此撤銷、糾正或更正的文件應對客戶及中信証券經紀香港有約束力。

## 7. 付款和結算

7.1 發行文件及《通告》所載的條款及條件、認購及贖回程序和與付款有關的詳情將被視為已納入本附錄。**客戶**理解，內部程序有可能指定一些適用於債券的認購、贖回或提貨（如適用）以及接受客戶指示的截止日期。當客戶發指示給中信証券經紀香港時，如果客戶沒有給予中信証券經紀香港合理的時間去處理指示和/或如果指示未及時傳達給中信証券經紀香港，有關指示則可能不被處理、客戶也可能無法進行交易。

7.2 客戶應以各債券的計價貨幣，用即時可以得到且可以自由轉移的資金，按所需貨幣支付的慣常方式支付總代價。債券將在收到付款後按照相關的慣常方式在指定日期交付。

- 7.3 客戶確認，支付總代價是合約的要素，客戶必須嚴格遵守。在下單之前（除非中信証券經紀香港另有規定），客戶應確保其結算戶口內有足夠的資金來全額支付總代價，或若果是沽出債券的話，帳戶內有足夠的相關債券。客戶授權中信証券經紀香港根據本附錄從其結算戶口、證券戶口或於中信証券經紀香港或其聯屬公司開立的其它帳戶扣除所有應繳款項或從客戶的相關戶口/帳戶將證券轉出以履行客戶的交付義務。
- 7.4 如客戶欲使用中信証券經紀香港提供的財務融通購買債券，客戶應向中信証券經紀香港提出申請。中信証券經紀香港可根據其信貸政策和內部指引審核相關申請。中信証券經紀香港可全權酌情決定拒絕此類申請而毋須給出理由，亦毋須負上任何法律責任。客戶同意並確認：（i）任何此類（經中信証券經紀香港審批）財務融通均是根據中信証券經紀香港（在協議中或其他文件規定）的「孖展證券貸款條款」以及中信証券經紀香港可能不時規定的其他條款和條件授予並受其約束；以及（ii）「孖展證券貸款條款」及其他中信証券經紀香港制訂的條款和條件均對他具有約束力。
- 7.5 為了以滿足追加保證金(孖展)的要求（如適用的話），客戶特此授權中信証券經紀從客戶的證券戶口中扣除任何款項、出售證券戶口中持有的任何證券（包括抵押品）並利用有關售後所得款項補倉及/或要求客戶提供現金或（若中信証券經紀香港同意）證券，來提供保證金或抵押品。如果客戶未能滿足追加保證金的要求，則中信証券經紀香港有權在未經客戶事先同意的情況下就客戶的未平倉寸頭進行平倉，並向客戶收取所有損失和費用，或保持未平倉而相關風險由客戶自行承擔。如果客戶被要求為未平倉頭寸提供抵押品，中信証券經紀香港有權將此類抵押品進行質押、押記或作其他抵押安排，而且處理有關抵押品時亦毋須以客戶名義或中信証券經紀香港、其代名人或代理人的名義登記。
- 7.6 客戶確認結算和清算可由結算公司根據相關市場規則或與客戶和中信証券經紀香港協商的其他結算安排進行。
- 7.7 客戶認同，若他認購的債券為新發行的債券，發行人可以自行酌情決定，在發行人或其代理人收到相關認購款項之前不會發出相關債券。此外，客戶也認同交易的結算無法保證能夠完成。如果中信証券經紀香港下單的交易對手方未能將債券交付給中信証券經紀香港進行結算，則客戶同意中信証券經紀香港可以解除交易並以客戶支付的總代價金額貸記入客戶的證券戶口，而毋須支付利息，其前提是中信証券經紀香港已經從發行人或交易對手（視乎情況）收到總代價。客戶進一步同意中信証券經紀香港據此毋須就客戶產生的任何損失承擔責任。
- 7.8 此外，客戶認同：
- (a) 一系列的債券均可由以一張總額證書代表，因此**客戶**就算持有某個債券也不會獲發個別證書（即是以非實體證書（帳面記錄）形式通過中信証券經紀香港或其代名人或其託管行持有）；
  - (b) 雖然**客戶**有權將債券的權益轉讓給於相關結算所或在發行人並無開立帳戶的持有人或以其它方式處置**客戶**的權益，但這些權利的行使可能會因債券缺乏任何個別正式的證書而受到影響；及

- (c) 如果購買後，**客戶**通過中信証券經紀香港或其託管行持有債券，中信証券經紀香港或其託管行（視乎情況而定）將獲得對發行人的直接合同執行權；在這種情況下，如果發行人違反了債券中所載的付款或交付義務，**客戶**將不得不依賴中信証券經紀香港（直接或（如適用）通過其代名人或其託管行）代表客戶向發行人追討。因此，如果中信証券經紀香港未能代表客戶對發行人/擔保人執行有關權利，或中信証券經紀香港無力償債或失責時，由於客戶與中信証券經紀香港的代名人或其託管行（如適用）和發行人/擔保人之間並無合約權利，客戶採取此類法律程式執行他的權利時將會遇到困難。

7.9 客戶亦認同，發行人或其代理人可在簽發債券的截止日期前隨時向中信証券經紀香港發出通知（取消發售通知），表示中信証券經紀香港不能分發或提供相關債券直到另行通知為止。

7.10 客戶同意並確認 中信証券經紀香港的付款和/或交付義務是有條件的，並且僅限於 中信証券經紀香港實際從相關的發行人或交易對手收到債券的付款和/或交付。客戶承認並同意，由於發行人或交易對手未能根據背對背交易向中信証券經紀香港交付足夠的資金或相關債券，債券的買賣結算可能會延遲或取消。客戶同意讓中信証券經紀香港免於因未能交付和/或延遲交付（由中信証券經紀香港的欺詐或重大疏忽引起的除外）而產生的所有損失索賠，並且中信証券經紀香港同意在涉及客戶購買債券的交易中採取合理努力，其中：

- (a) 促使發行人或交易對手以市場價格回購債券；或者
- (b) 向交易對手發出買入通知，並在五天通知期屆滿時，從其他來源購買相關債券，並且向交易對手收取差價。

如果中信証券經紀香港以更有利的價格（即低於客戶的合同價格）從替代來源獲得相關債券，客戶同意中信証券經紀香港將能夠保留由此獲得的貨幣利益。

7.11 如果發行人或交易對手變得或似乎資不抵債，成為資不抵債、破產、管理或類似程序的標的，或已經就發行人或交易對手提出清盤或清算的請願書，客戶同意交易按照撤銷來處理，在中信証券經紀香港已收到發行人或交易對手（視情況而定）退還的總代價或相關債券后，中信証券經紀香港將視情況向客戶退還總代價或相關債券。客戶同意不要求中信証券經紀香港對因中信証券經紀香港在本第 7.11 條規定的情況下未能進行交易而造成的任何損失負責。

## 8. 背對背主事人交易

8.1 客戶確認，就每筆交易而言，在中信証券經紀香港收到：

- (a) 來自客戶的購買訂單，中信証券經紀香港將尋求在一項或多項背對背交易基礎上從發行人或一個或多個交易對手處認購或（視情況而定）購買債券，然後將相同的債券出售給客戶；或者
- (b) 來自客戶的賣出訂單，中信証券經紀香港將尋求從客戶購買債券，然後根據一項或多項背對背交易向一個或多個交易對手出售相同的債券。

8.2 客戶承認並同意：

- (a) 在交易中，中信證券經紀香港並非客戶的執行代理人，亦不承擔任何代理人的職責或義務；中信證券經紀香港也不擔任客戶的受信人或顧問。
  - (b) 對於涉及客戶從中信證券經紀香港購買債券的每項交易，在結算日，客戶應向中信證券經紀香港全額支付總代價，而中信證券經紀香港則應按照《條款和條件》、發行文件或其它文件的規定，於收到客戶全數繳付的總代價後（或者，如市場慣例有所不同，於市場慣例指定的時間內）將有關證券貸記入客戶的證券戶口中。
  - (c) 對於涉及客戶向中信證券經紀香港出售債券的每項交易，在協定出售證券的結算日，客戶須按中信證券經紀香港規定的方式向中信證券經紀香港交付該等債券，而中信證券經紀香港則應按照《條款和條件》的規定，於收到客戶全數交付的票據後（或者，如果市場慣例有所不同，於市場慣例指定的時間內）並（在扣除任何費用徵費、稅款和其它費用後）將所得款項淨額貸記入客戶的證券戶口中。
  - (d) 除非客戶已向中信證券經紀香港提供足夠的流動資金全數繳付交易的總代價，否則中信證券經紀香港有權拒絕為客戶從中信證券經紀香港購買債券的交易進行結算。
  - (e) 客戶授權中信證券經紀香港從其開立於中信證券經紀香港或其聯屬公司的證券戶口、結算戶口或客戶的其它帳戶扣除及轉移資金及/或證券以履行客戶於交易項下的付款及/或交付義務。
- 8.3 客戶承認本文第 4 條和《條款和條件》中包含的陳述、保證和確認，其中 (i) 中信證券經紀香港將於據此決定是否與該客戶進行交易； (ii) 出售債券的發行人或其他交易對手將據此決定是否與 中信證券經紀香港進行相關交易。

## **9. 免除責任和彌償**

- 9.1 客戶承認，對於客戶或任何第三方因任何交易或與本附錄相關的任何的直接或間接損失，中信證券經紀香港將不承擔任何責任（由中信證券經紀香港的欺詐或重大過失引起的除外）。
- 9.2 中信證券經紀香港沒有義務：
- (a) 核實任何債券擁有權的有效性；
  - (b) 確定客戶的國籍或提醒客戶其所持或指示中信證券經紀香港代其購買之債券包含的擁有權限制（例如：屬於某些年齡、國籍、公民身份、居住地或居籍的人士被禁止擁有相關票據）；或
  - (c) 就客戶所持債券，提醒客戶任何相關的監管或申報要求。
- 9.3 客戶應就中信證券經紀香港、其聯屬公司及相關人士的下述損失作出彌償，使彼等免受損失：

- (a) 就每項交易而言，包括但不限於任何到期應付但未付的款項、認購金額之利息及任何中信証券經紀香港因為客戶而招致的成本及費用；
- (b) 由於中信証券經紀香港根據本附錄向客戶提供任何服務而（直接或間接）招致的損失，包括但不限於對其託管行作出彌償的所有責任以及任何中信証券經紀香港、其聯屬公司及相關人士因為執行客戶的指示和/或交易指示而招致的費用和成本（包括訴訟費）；及
- (c) 由客戶作出的任何陳述、保證或承諾的不準確或違反該等陳述、保證或承諾。

客戶授權中信証券經紀香港處置或通過其代理人處置為客戶持有的任何債券，以籌集資金以彌補中信証券經紀香港、其聯屬公司和相關人士遭受的任何損失。

## 10. 客戶資訊/個人資料

- 10.1 客戶確認，中信証券經紀香港已告知客戶，根據中信証券經紀香港與發行人或任何對手方的協議，中信証券經紀香港有義務，根據適用法律和法規，通過相關發行人或交易對手方及時提供驗證（購買債券）客戶身份的資訊的規定予任何結算所、監管機構、管理局或交易所，以及此等義務將在交易完成後或甚至相關協議終止後也須繼續履行。
- 10.2 客戶進一步確認並同意證監會、聯交所或其它司法管轄區的監管機構、管理局或交易所可不時就資料披露或證券市場監管制訂監管要求，而根據該等要求，中信証券經紀香港可能會被要求向有關機構披露客戶的身份、帳戶資訊（如適用）、個人資料以及一些與客戶、其交易、中信証券經紀香港提供的服務有關的資訊和材料（統稱「客戶信息」）。
- 10.3 儘管《條款和條件》中有任何規定，客戶特此授權中信証券經紀香港（1）按照中信証券經紀香港認為合適的方式分別遵守第 10.1 和 10.2 條規定的披露要求；及（2）在未事先通知或經客戶同意的情況下，將任何客戶信息轉發至任何結算所及香港及其他相關地區的監管機構。

## 11. 不可抗力

- 11.1 「**不可抗力事件**」是指一些發生在香港或其他地區，令當事人不能履行或必須延遲履行協議項下任何本份或責任但不受當事人控制的事件，而有關問題並非因當事人未有盡努力避免失敗或拖延而產生，其中包括但不限於，天災、災禍、戰爭、內戰或衝突、叛亂、內亂、侵略、外敵行為、敵對行為（無論宣戰與否）、恐怖主義行動、火災、爆炸、地震、海嘯、洪水、閃電或其他惡劣天氣情況、罷工、工業行動、政府限制、交易所或市場裁決、交易暫停、電腦故障、電腦網路、交易系統、結算系統或通訊系統故障、設備故障、電力中斷、駭客入侵、破壞、兌換或轉帳限制、徵用、無法使用證券戶口記錄或證券戶口、已發生或可能出現的債務延期償付（無論屬私人或公開性質）、新法規設定的禁令、外匯管制、資金管制、貨幣解體或任何區域性、國際性或產生於客戶居住地或任何交易所所在地的其他限制。
- 11.2 倘任何一方受不可抗力事件影響，當事人必須及時通知另一方事件的性質及程度。

- 11.3 雖然協議另有規定:(i)中信証券經紀香港可暫停任何交易及客戶相關全部或部份權力和權利;(ii)任何一方均不會被視為違約論,且若已通知對方因不可抗力事件而未能履行或必須延遲履行任何責任,亦毋須負責或作出任何賠償;及(iii)若中信証券經紀香港以全權及其絕對酌情權決定為合適,履行責任的時間,可根據延誤的期間,相應延長。

## **12. 第三方的權利**

- 12.1 除第 4.3 和 8.3 條明確規定外,非本附錄一方的任何人無權根據《合同(第三方權利)條例》(第 623 章)強制執行或享有本附錄任何條款的利益。

- 12.2 在任何時候,無需非協議一方的任何人的同意以撤銷或更改協議。

## **13. 適用法律和司法管轄權**

- 13.1 本附錄受香港法律管轄並按其解釋。《條款和條件》中的管轄權條款也適用於本附錄。

## **14. 其他**

- 14.1 如果本附錄的任何條款被其所適用的任何法律視為無效、非法或不可執行,則不應影響本附錄的其餘條款。

- 14.2 如果本附錄的內容與《條款和條件》的內容發生衝突或不一致,則以本附錄的內容為準。如果本附錄的內容與發行文件和《條款書》有不一致,則涉及發行人訂定的條款及債券的特徵的內容均以發行文件和《條款書》的內容為準。

- 14.3 本附錄的第 4、9、10、13 及 14 條於本附錄及協議終止後仍然維持有效。

## 附表 1

### 風險披露聲明-債券

#### 致：客戶

本《風險披露聲明》不能詳盡無遺的披露債券交易的所有風險和債券交易的重要事項。由於投資涉及風險，只有在您已經瞭解相關合約（和合約關係）的性質以及您承受風險的程度時，您才應進行有關交易。您應該根據您的經驗、目標、財務資源和其他相關情況仔細考慮交易是否適合您。請仔細閱讀本附表，並在您認為合適時提出問題並聽取獨立意見。

債券的價格可以且確實波動，任何個別債券或票據的價格可能會向上或向下移動。債券交易可能會導致損失而非產生利潤。有關債券甚至可能變得毫無價值。債券**不是**普通儲蓄或定期存款的替代品。

#### 主要產品風險

##### 1. 您應尤其瞭解以下風險因素：

信用風險-債券會涉及發行人（作為發行債券的實體）和擔保人（如果適用，作為擔保發行人債務的實體）的違約的風險。發行人或擔保人信用評級的任何變化都會影響債券的價格和價值。信用評級越低（如非投資級債券），違約風險或其他不利信貸事件（例如：未能繳付債券票息、需要進行債務重組等...）發生的可能性越高。如果債券未被信用評級機構評級（即未評級債券），投資者將無法追蹤債券/發行人信貸情況的變化。信用評級機構指定的信用評級不保證發行人的信譽。如果發行人/擔保人破產，您可能喪失您全部的投資。

流動性風險-債券的二級市場流動性遠低於股票證券的二級市場。無人能保證債券會有活躍的二級市場或任何市場報價能代表公允價值。因此，如果您希望在到期日之前出售債券，，在任何情況下或在某些情況下，如果不對公允價值作重大折扣時，則可能很困難甚至會無法找到買方。在此情況下，投資者可能需要繳付很多費用或會遭受重大損失。

利率風險-債券更容易受到利率波動的影響。一般而言，債券價格會在利率上升時下跌。

貨幣風險-如果債券以外幣計價，則在將贖回金額轉換回本幣或基礎貨幣時可能存在匯兌損失。

交收延遲 - 如果中信証券經紀香港按照背對背交易與之交易的交易對手違約或未能履行其義務，則債券買賣的交收可能不會在交易日發生或根本不會發生。

#### 高收益債券的主要產品風險

##### 2. 在您投資高收益債券（例如：非投資級債券或未評級債券）之前，您應該瞭解以下各項額外風險：

更高信用風險-高收益債券的評級通常低於投資級別或未被評級，因此其發行人違約的風險更高;及

更容易受經濟週期的衝擊-在經濟衰退期間，高收益債券的跌幅通常比具有投資級別的債券的跌幅更大，因為投資者更偏向回避風險，以及違約風險會上升。

### 主權債券的主要產品風險

3. 主權債券是政府發行的債券。此類債券會涉及主權國家未能償債或拒絕償還債務的風險。主權國家的償還能力將受到國家的經濟的影響，其支付意願將受到其政治體制、領導力和穩定性的影響。主權債券的投資者也可能遇上國家貨幣受嚴重高通脹影響的風險，這可能導致投資本金和債券息票的貶值。

### 永久債券的主要產品風險

4. 永續債券沒有到期日，只能通過二級市場的銷售進行貨幣化，或者如果證券可以贖回，則由發行人單方面決定何時可以贖回。永續債券並非保本產品。債券息票的支付能力將取決於發行人業務於一段很長時間內的可持續性，而且息票的支付（按發行的條款和條件所述）可能會延期，也可能是非累積的。當發行人贖回證券時，投資者收到的所得款項可能遠低於初始投資金額。如果發生提早贖回，投資者將面臨再投資風險，這意味著當前的市場狀況可能已經發生變化，而投資者就算進行再投資也未必能賺取與之前相同的利息或回報。此外，與高級債券的投資者相比，永續債券在償還權排行中處於次級地位，永續債券的投資者在發行人清盤時只有較低的優先索償權利（因此承擔較高的風險）。

### 次級債券的主要產品風險

5. 次級債券屬無抵押債券，其債權地位亦低於其他涉及同一資產的高級債權。由於次級債券的索償權利較低，其投資者將承擔比持有同一發行人發行高級債券的投資者承受更高的風險。次級債券的信用評級通常也低於高級債券。投資者應特別注意此類產品的信貸資料，包括發行人、次級債券和/或擔保人的信用評級（視情況而定）等。

### 以人民幣計值的債券或相關資產的主要產品風險

6. 您應注意人民幣兌其他外幣的匯率經常波動，您也將受到中華人民共和國政府對人民幣與外幣兌換監管等因素的影響。您將人民幣兌換成本國貨幣時，您於此類產品的回報可能因為匯率波動而受到不利影響。人民幣不是可自由兌換的貨幣。在任何時候通過香港的銀行兌換人民幣均可能受到某些限制。

### 其他具有特殊特徵的債券的主要產品風險

7. 各個債券的特點和風險均不一樣，某些債券可能別具特點和風險。您應該在投資前細閱有關債券的條款。特別要注意的是,有些債券可能：
  - 可贖回，這意味著當發行人在債券到期前行使其贖回權時，投資者將面臨再投資風險，而且贖回時投資者收到的所得款項可能大大低於初始投資金額；

- 具有可變息和/或延遲派付利息條款，這意味收取利息的金額及時間並不確定從而對投資者帶來風險；
- 到期日可被延長，這意味著投資者不會有明確的本金償還時間表；
- 具可換股或可交換性質，這意味著投資者會受到投資於股權及債券風險的影響；
- 具或然撇減或彌補虧損特點，這意味著債券在發生一個觸發事件時可被全數或部分撇銷或轉換為普通股；及/或
- 受維好協議的支持，而該協議是母公司與其子公司之間的協定，承諾於協定期內維持償債能力和提供財務支援。維好協議不是一種擔保，如果其他國家的資本控制法規或其他法規發生變化，則可能無法及時付款。