

中信証券經紀（香港）有限公司

CITIC Securities Brokerage (HK) Limited

Terms and Conditions for Securities Trading

Terms and Conditions for Margin Financing

TERMS AND CONDITIONS FOR SECURITIES TRADING

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 (Chapter 571 of the Laws of Hong Kong) licensed 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

I/We (the "Customer") hereby agree that the following terms and conditions ("Terms and Conditions") will apply to all securities trading and related services which CITIC Securities Brokerage (HK) Limited ("CSBHK" or "us", "we", may in its absolute discretion provide to the Customer from time to time.

The Terms and Conditions (as well as any addenda) as amended and/or supplemented from time to time, and the Customer Information Statement completed by or on behalf of the Customer as well as any confirmations, contract notes, term sheets and subscription documents (or documents of a similar nature) issued in respect of transactions (together the "Agreement"), constitute a legally binding contract and take effect when the Customer gives the Instructions or signifies its acceptance by placing an order with us. CSBHK may, at its absolute discretion, amend all or part of its Terms and Conditions from time to time. The updated version will be made available on CSBHK's website at www.citics.com.hk.

1. Definitions and Interpretation

1.1 In the Terms and Conditions, save where the context otherwise requires, the following words and expressions shall have the following meanings:

"Acceptance Notice" has the meaning ascribed to it in Clause 6.7 hereunder;

"Account Information" means any information relating to the Securities Account including without limitation the account number, account balance or value, gross receipts, withdrawals and payments from the account;

"Affiliate" in relation to a specific party means, any legal entity at any time directly or indirectly controlling, controlled by or under common control with such specific party or any of such entities' directors, officers or employee;

"Applicable Laws and Regulations" means: (i) any applicable local or foreign law, ordinance, regulation, demand, guidance, guidelines, rules, codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between CSBHK (or that of any other CSI Group Companies, as the case may be) and any government or taxation authority in any jurisdiction; and including but not limited to FATCA and any agreement entered into by any CSI Group Company and any applicable intergovernmental agreement entered into pursuant to FATCA;

"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 Authorized Person(s) until such time as CSBHK has received from the Customer appropriate documents revoking the authority of such person(s). In the case of a Customer being an individual, the Authorized Persons shall include the Customer himself unless the Customer has notified CSBHK otherwise. "Authorized Person" means any one of the Authorized Persons;

"CFTC" has the meaning ascribed to it in Clause 26 hereunder;

"Client Money Rules" means the Securities and Futures (Client Money) Rules (Chapter 5711 of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;

"Client Money Standing Authority" means the client money standing authority granted by the Customer to CSBHK in the terms set out in Clause 14 as amended or supplemented from time to time;

"CSI" means CITIC Securities International Company Limited;

"CSI Group Companies" means any affiliated entity of CSBHK deemed under FATCA; and CSI Group Company means any one of them;

"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;

"Data" means all such personal data or information as defined in the annexed circular relating to the PDPO;

"Electronic Instruction" has the meaning ascribed to it in Clause 16.2 hereunder; "Event of Default" has the meaning ascribed to it in Clause 17.2 hereunder; "Exchange" means The Stock Exchange of Hong Kong Limited;

"FATCA" means Section 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended and any associated similar or analogous legislation, treaty, intergovernmental agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong;

"HKD" has the meaning ascribed to it in clause 26 hereunder;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Identity information" has the meaning ascribed to it in Clause 5.2 hereunder;

"Instruction" means a written, oral or electronic communication which CSBHK believes in good faith to have been given by the Customer or any Authorized Person and shall, for the avoidance of doubt, include Electronic Instructions;

"Loan" has the meaning ascribed to it in Clause 6.7 hereunder;

"Loss" means any losses, damages, proceedings, claims, demands, actions, liabilities, costs, penalties, fines, taxes, fees and expenses whatsoever, including but not limited to any direct, indirect, special or consequential losses (whether or not the possibility of such were known about or reasonably in the contemplation of the relevant parties), any loss of profits, loss of revenue, damage to goodwill or reputation, loss of contracts or business opportunities, loss of use of money, money not recovered, money paid out in error, interest, and any liability to any third party of any nature whatsoever;

"Market Requirements" means all the constitutions, laws, rules, regulations, by-laws, customs and practices, rulings, interpretations, standards, Prescribed Terms, levies and administrative requests of the relevant market(s), governmental or regulatory authorities, exchange(s) and clearing house(s) whatsoever;

"Monies" has the meaning ascribed to it in Clause 14.1 hereunder;

"New Listing Securities" has the meaning ascribed to it in Clause 6.7 hereunder;

"OTCBB" has the meaning ascribed to it in Clause 26 hereunder;

"Offer" has the meaning ascribed to it in Clause 6.7 hereunder;

"PDPO" means the Personal Data (Privacy) Ordinance (Cap 486) of Hong Kong;

"Person" means an individual, corporation, company, partnership, joint venture, trust, estate, limited liability company, unincorporated organization or other entity;

"Potential Event of Default" has the meaning ascribed to it in Clause 15.1 hereunder;

"Prescribed Terms" means the terms of any client agreement which are mandatory under the Market Requirements of a particular market and which CSBHK enters into with a participant of such market in order for CSBHK to execute the Instructions to conduct a transaction in that market on its behalf;

"Refund Payment" has the meaning ascribed to it in Clause 6.9 hereunder;

"Relevant Persons" has the meaning ascribed to it in Clause 3.5 hereunder;

"Repayment Date" has the meaning ascribed to it in Clause 6.10 hereunder;

"Regulators" has the meaning ascribed to it in Clause 5.1 hereunder;

"Schedule" has the meaning ascribed to it in Clause 15.1 hereunder;

"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 monies, 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, custodian 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;

"Services" shall have the meaning ascribed to it in Clause 16.1 hereunder;

"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;

"SEC" has the meaning ascribed to it in Clause 26 hereunder;

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

"SFO" means the Securities and Futures Ordinance (Cap 571) of Hong Kong;

"Short Selling Order":

- (a) 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:
 - (i) under a securities borrowing and lending agreement:
 - (A) borrowed the securities; or
 - (B) obtained a confirmation from the counterparty to the agreement that the counterparty has the securities available to lend to the Customer;
 - (ii) a title to other securities which are convertible into or exchangeable for the securities to which the order relates;
 - (iii) an option to acquire the securities to which the order relates;
 - (iv) rights or warrants to subscribe to and to receive the securities to which the order relates; or
 - (v) entered into with another person an agreement or an arrangement of a description as is prescribed by the SFC;
- (b) in relation to paragraph (a) (ii), (iii), (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;

"Supplier" has the meaning ascribed to it in Clause 16.2 hereunder;

"System" has the meaning ascribed to it in Clause 16.2 hereunder;

"Third-Party Supplied Part" has the meaning ascribed to it in Clause 16.2 hereunder;

"Ultimate Beneficiary" has the meaning ascribed to it in Clause 5.2 hereunder;

1.2 The singular form of words used in this Agreement includes the plural form of those words, and references to one gender include references to all genders. Words denoting person include a firm, sole proprietorship, partnership and corporation and vice versa.

1.3 Titles: The title or heading of any provision of the Terms and Conditions 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 own 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 arrange for the transfer of the Customer's securities in the Securities Account to a third party nominated in the Instruction provided always that:

- (a) 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;
- (b) 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
- (c) the Customer is not indebted to CSBHK.

3. Instructions and Services

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 on or for the Securities Account in accordance with and in reliance on the Instructions, but CSBHK shall be entitled at its sole and absolute discretion 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 arising out of or in connection with its not accepting or acting on any Instruction or omitting to notify the Customer of such refusal. Without prejudice to the generality of the foregoing, CSBHK may refuse to act if any Instructions are unclear or if CSBHK receives conflicting Instructions, or if CSBHK believes, in good faith, that Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of any law or regulation applicable to the Customer, the Authorised Person and/or CSBHK.

3.2 Where the Customer and/or the Authorised Person consists of more than one person, Instructions from any one of such persons may be accepted and acted on by CSBHK.

3.3 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 or the Agreement shall be deemed to be proper, valid and binding from the Customer if given by any ONE person quoting or imputing the account number of the Securities Account and such information as may be required by CSBHK.

3.4 CSBHK may treat all Instructions given as fully authorised and binding on the Customer regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, error in transmission, fraud, forgery or lack of authority in the terms of such Instructions except in the case of gross negligence, willful misconduct or fraud on the part of CSBHK as finally and judicially determined by a competent court in Hong Kong. The Customer agrees that it is under an express duty to CSBHK to prevent any fraudulent, forged, erroneous or unauthorized Instructions being given. CSBHK shall be under no duty to inquire into the authenticity of any Instructions or the identity, authority or good faith of the person giving or purporting to give any Instructions.

3.5 The Customer hereby unconditionally and irrevocably agree to fully indemnify CSBHK and its Affiliates and their respective directors, shareholders, officers, employees, representatives or agents (collectively "Relevant Persons") and hold CSBHK and its Affiliates and the Relevant Persons harmless from and against all Loss in connection with, directly or indirectly, CSBHK's agreeing to act and/or acting on Instructions hereunder.

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

3.7 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 note. CSBHK will not be accountable to the Customer for any commissions remuneration profit or other benefit resulting therefrom. When CSBHK acts as the Customer's execution agent and contracts with another broker(s) to provide services to the Customer in respect of any transactions, the Customer acknowledges that in such cases, CSBHK shall be treated as having entered into such transactions on the Customer's behalf and the Agreement shall be construed accordingly. If CSBHK introduces the Customer to another entity, whether one of CSBHK's Affiliates or not, whether overseas, and the Customer enters into a direct contractual relationship with such entity separate from the Agreement, the Customer acknowledges that CSBHK will not be liable to it for any act or omission of such entity of any kind or nature whatsoever (including those resulting from the fraud, negligence or willful default on the part of such entity).

3.8 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. The Customer further undertakes to inform CSBHK expressly that a sale is a short sale at the time of giving the Instructions to effect that sale, and to provide to CSBHK with documentary assurance that such order is covered within such time, in such form and with such information as CSBHK may require. The Customer further acknowledges that each market has its own regulatory requirements on short selling, and undertakes that the relevant requirements in each market will be complied with.

3.9 The Customer will not, and will not attempt to, access to the services of CSBHK in any country or jurisdiction where the offering of the same by CSBHK or the use of the same by the Customer is not lawful or where the Terms and Conditions may not be enforceable by CSBHK against the Customer.

3.10 The Customer will take reasonable precautions in using any service of CSBHK through electronic means, including but not limited to exiting the browser or clearing the browser cache after signing off from accessing any service of CSBHK (including but not limited to computer).

3.11 CSBHK may in its absolute discretion do or refrain from doing anything that CSBHK deems necessary or desirable for the purposes of compliance with Applicable Laws and Regulations and/or Market Requirements and/or to prevent or remedy a breach thereof, and CSBHK and its Affiliates and the Relevant Persons shall not be liable to the Customer nor its clients for any claims, losses or damages arising (directly or indirectly) out of or in connection with any such action or failure to act. Furthermore, whatever CSBHK does or refuses to do in order to comply with the Applicable Laws and Regulations and/or Market Requirements will be legally binding on the Customer.

3.12 The Customer undertakes not to engage in any conduct that will cause CSBHK, its Affiliates or the Relevant Persons to be in breach of Applicable Laws and Regulations and/or Market Requirements, and shall indemnify, protect and hold CSBHK, its Affiliates and the Relevant Persons harmless in respect of any losses, claims, damages and liabilities arising out of or connected with any breach by the Customer of its obligations under this Agreement including any costs reasonably and necessarily incurred by CSBHK, its Affiliates and the Relevant Persons.

3.13 The Customer shall comply with all applicable notification requirements established by the relevant market or exchange (including, without limitation, those applicable under the Securities and Futures (Contracts Limits and Reportable Positions) Rules) and shall not exceed the prescribed limit for the relevant options class and type in accordance with the contract limits and reportable position rules established by the relevant market or exchange, if any. The Customer acknowledges that CSBHK shall not (except to the extent required by Applicable Laws and Regulations) be responsible for any of the Customer's transaction notification, filing or reporting obligations (including, where applicable, any filings required pursuant to Part XV of the SFO or equivalent legislation) and undertakes that he shall not rely on CSBHK to discharge his transaction notification, filing or reporting obligations pursuant to Applicable Laws and Regulations.

4. Conflict of Roles, Rebates and Soft Commission Arrangements

4.1 CSBHK may (without the prior consent from the Customer) effect transactions for or on behalf of the Customer through the agency of and/or with a counterparty which is related to CSBHK whether directly or indirectly (or through another customer of CSBHK) even if a conflict of interest may arise. CSBHK may also (without the prior consent from the Customer) effect transactions for or on behalf of the Customer in which CSBHK or its Affiliates has a direct or indirect interest (whether material or not), including but not limited to acting as agent for another party; acting as principal in selling its own property; receiving and retaining commission from other parties to a transaction and/or from the Customer; executing a transaction with prior knowledge of other related transactions; being a holder, dealer or market maker in securities or other investments purchased or sold by the Customer, or otherwise participating or having an interest in an issue or issuer of securities. CSBHK shall take all reasonable

- steps to ensure the Customer receives fair treatment in the event that CSBHK has any such interest or in the event of an actual or potential conflict arising.
- 4.2 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 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.
- 4.3 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.
- 4.4 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. Customer Information**
- 5.1 CSBHK, its Affiliates and the Relevant Persons are authorised to conduct or cause to be conducted credit investigations, or any checks and enquiries regarding the Customer and its clients (including but not limited to due diligence enquiries, legal and/or regulatory investigations and/or checks) and for this purpose to approach any relevant parties, including the Customer's bankers. Subject to Clause 22.6 of the Terms and Conditions and the Customer's rights under the PDPO, CSBHK and its Affiliates are authorized to disclose any such information obtained to:
- any exchange, market, clearing house, listed corporation, government agency or regulatory authority including the Exchange and the SFC (collectively the "Regulators") and each a "Regulator") in order to assist such Regulator with any investigation or enquiry which it is undertaking;
 - any of its branches or Affiliates and any of their officers or employees;
 - any professional advisors of CSBHK and its Affiliates; and
 - any third party service providers, broker, agent, custodian, clearing house, depository or similar body in connection with carrying out the Instructions or fulfilling CSBHK's obligations to the Customer under the Agreement.
- 5.2 In the Agreement,
- 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
 - is the principal for whom the Customer is acting as agent in relation to such transaction or
 - stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or
 - is ultimately responsible for originating the Instruction in relation to such transaction and
 - 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 or any of its Affiliates has received an enquiry from the Regulators, including in relation to a transaction, the following provisions shall apply:
- The Customer shall, immediately upon CSBHK's request provide CSBHK, the relevant Affiliate(s) or the Regulators with the requested information, which might include the identity and contact details of the clients of the Customer for whose account the transaction was effected, Account Information, financial and any other information about the Customer or its clients (whether on a discretionary or non-discretionary basis) and of the Ultimate Beneficiary(ies) in the transaction, or if different from the Ultimate Beneficiary(ies) and of the party who originated the Instruction for the transaction;
 - Where the Customer is effecting the transaction for a collective investment scheme, discretionary account or discretionary trust, the Customer shall immediately upon CSBHK's request provide 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;
 - Where the Customer is effecting 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 CSBHK's request provide the identity and contact details of the person(s) who has or have given the instruction in relation to the transaction or, as applicable, given any instructions resulting in such instruction being given;
 - 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 or termination of this Agreement.
- 5.4 Notwithstanding Clause 5.3, the Customer undertakes to supply to CSBHK or any of its Affiliates on demand at any time or times such identity information, Account Information, financial and any other information about the Customer or its clients (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 or any of its Affiliates 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 in respect of 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 other 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
 - 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 nor the Relevant Persons 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 applications 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 shall not 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 shall still be liable for the interest on the Loan.
- 6.9 Notwithstanding that the application is made by CSBHK on the Customer's behalf, the Customer shall have no right, title, interest or claim of whatever nature in or to any payment refunded ("Refund Payment") by the relevant issuer or vendor in respect of the application that has not been accepted to the extent that the Refund Payment does not exceed the Loan and any outstanding balance owed by the Customer.
- 6.10 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, Refund Payment shall be applied immediately in repayment of the outstanding Loan and the fees and interest accrued thereon, whether before or after the repayment date ("Repayment Date") specified in the Acceptance Notice.
- 6.11 The Customer agrees that the receiving bankers, custodians or nominees may pay 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 as it deems appropriate or take other appropriate actions to give effect to such payment.
- 6.12 The Customer hereby authorizes CSBHK to pledge or grant, at CSBHK's absolute discretion, security interests of whatever nature over the New Listing Securities (including all rights and interests derived therefrom) and all money in connection with the subscription of the New Listing Securities (including Refund Payment) in favour of any third party for credit facilities made to CSBHK to finance its funding of all or any part of the Loan.
- 6.13 The Customer shall execute and sign all transfers, power of attorney, proxies and other documents and do all acts and things which CSBHK may require for CSBHK and any relevant parties to obtain full benefits of the security interests mentioned in this Clause 6, including without limitation, to perfect CSBHK's title to the New Listing Securities or enable CSBHK to vest such New Listing Securities in the name of its nominee or any relevant third parties.
- 6.14 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).
- 6.15 Without limiting the generality of Clause 10, if the Customer fails to repay the Loan on the Repayment Date, CSBHK shall have an absolute right to sell all or any part of the New Listing Securities in such manner and at such price(s) as CSBHK deems fit and appropriate without any notice to Customer and to apportion the proceeds thereof towards repayment of the outstanding Loan, the costs of such sale and any fees and interest accrued thereon. The Customer will have no right to claim against CSBHK in respect of any Loss arising out of any such sale.
- 6.16 The Customer agrees to fully indemnify and hold harmless each of CSBHK, its Affiliates and the Relevant Persons against all claims, actions, liabilities, proceedings against any of CSBHK, its Affiliates and the Relevant Persons and bear all Loss (including legal fees) which they may suffer in connection with the Loan. CSBHK, its Affiliates and the Relevant Persons shall in no event be liable for any Loss of the Customer or anything whatsoever which may be suffered as a result of any default, inaccuracy, act or omission of any firm or company through or with whom the application is effected.
- 7. Set-off**
- 7.1 Without prejudice to other authorities granted to CSBHK hereunder, the Customer authorises CSBHK or its Affiliates to (without responsibility for any loss) 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 or its Affiliates for and on behalf of the Customer under the Agreement and to dispose of any securities held for the Customer in settlement of any liability owed by or on behalf of the Customer to CSBHK or its associated entities (as defined in the Securities and Futures Ordinance) or any other person.
- 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 notice 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 the 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 It is the responsibility of the Customer to check with CSBHK as to whether any of his Instructions has been executed. Following execution of an Instruction, CSBHK will send a confirmation of transaction and thereafter, periodic statements summarizing the transactions effected through the Securities Account over the period covered by the periodic statement. Save and except for such confirmation of transaction and periodic statements, CSBHK shall not be obliged to notify the Customer separately as to whether an Instruction has been executed. The Customer agrees that it is his responsibility to ensure that every confirmation of transaction and periodic statement is received in due time according to the ordinary course of posting and to immediately enquire with and obtain the same from CSBHK if not duly received. The Customer undertakes to verify the correctness of each confirmation of transaction within 24 hours and each periodic statement within 7 days from the receipt thereof and to notify CSBHK within the said time limit of any discrepancies, omissions or errors or inaccuracies or incorrect entries in the confirmation of trade or periodic statement so stated. At the end of the said time period, CSBHK's records and the details of the confirmation of trade or periodic statement shall be conclusive evidence against the Customer without further proof.
- 8.7 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.
- 8.8 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:
- 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
 - 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:
- 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
 - 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 Loss (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 the Settlement Account or other 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 pursuant to this Agreement 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 under this Agreement and with respect to such security:
- 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;
 - 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 and without notice to the Customer, to dispose or initiate a disposal by its associated entity of 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 or any moneys for the time being in CSBHK's hands in or towards settlement of any liability owed by or on behalf of the Customer to CSBHK or its associated entity or any third party in such order as it may select;
 - 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 dispose or initiate a disposal by its

- associated entity of 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 wilful 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 To the extent permitted under Applicable Laws and Regulations and/or Market Requirements, the Customer 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) to:
- instruct any Affiliate and any bank, including, without limitation, China CITIC Bank International 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,
 - 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,
 - give any Affiliate and any Deposit Holder notice of such authority, or
 - provide to and request and receive from any Affiliate such information concerning the Customer and/or the Securities Account as CSBHK shall think fit.
- For the purpose of this Clause 10, the term "Affiliate" shall mean, in relation to a company, its subsidiaries, any holding companies of that company and any subsidiaries of such holding companies.
- 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 other than as created under the Agreement.
- 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. Custodian and Nominee Services**
- 11.1 Unless the Customer otherwise directs in writing, any securities held or carried by CSBHK for or on the Customer's account shall be held or carried by CSBHK or any Custodial Agent in accordance with applicable law and the rules of any relevant exchange or regulatory authority. CSBHK shall not be bound to redeliver to the Customer the identical securities or certificates representing securities received by CSBHK for or on the Customer and CSBHK may redeliver other securities or certificates representing securities of like kind and amount. CSBHK's obligation shall be to deliver to the Customer such securities or certificates representing securities of like kind and amount at the office at which the Securities Account is carried, provided that CSBHK shall not be responsible for the loss of or damage to any securities deposited with or held by CSBHK or its agents, unless due to gross negligence or wilful default on its or their part.
- 11.2 CSBHK shall not be obliged to endeavor to procure the registration of any transfers of securities purchased for the Securities Account or received by CSBHK for the credit of the Securities Account.
- 11.3 The Customer shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid moneys under any of the securities from time to time in the Securities Account and duly and promptly pay any other moneys which the Customer may lawfully be required to pay in respect of any of the securities from time to time in the Securities Account. In default CSBHK may, if it thinks fit, make such payments on behalf of the Customer and any sums so paid by CSBHK shall be repayable by the Customer on demand, together with any costs or expenses incurred by CSBHK as a result.
- 11.4 Any cash held for the Customer, other than cash received from the Customer for the purpose of settling his securities transactions, will be credited to the Settlement Account or the Securities Account.
- 11.5 The Customer acknowledges that if the securities are registered in the name of Custodial Agent, the securities will be held by the Custodial Agent on its standard terms and conditions as may from time to time be in force. CSBHK or the Custodial Agent shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the securities to the Customer except to the extent that CSBHK has control of the securities, in which case CSBHK's duty and responsibility to the Customer is solely limited to responding promptly to any reasonable request by the Customer for the provision of information then available to CSBHK in relation to any corporate action in respect of those securities. Notwithstanding the aforesaid, if CSBHK or the Custodial Agent at its discretion determines that any action is required in respect of such securities and the Customer cannot be contacted in accordance with Clause 20 or fail to give CSBHK punctual or adequate Instructions for such action, the Customer hereby authorizes CSBHK or the Custodial Agent to act on behalf of the Customer as if in its absolute discretion thinks fit, including without limitation, exercising any voting rights in respect of securities of which the Customer is the beneficial owner but which are registered in the name of the Custodial Agent, electing and receiving on behalf of the Customer cash dividend or scrip dividend, except that CSBHK shall have no such discretion (and may not take any action in respect of any securities comprising any ordinary shares or other shares of a class carrying rights to vote in all circumstances at general meetings of, or securities otherwise constituting relevant share capital of, any public company quoted on a recognised stock exchange). CSBHK and the Custodial Agent shall not be liable, in the absence of fraud or wilful default, for such action it may take. The Customer undertakes to indemnify CSBHK and the Custodial Agent against all costs, charges and expenses that may be incurred by them in respect of securities held by it for safe-keeping on behalf of the Customer.
- 11.6 Where securities deposited with CSBHK are not registered in the name of the Customer and dividends distributions or benefits accrue in respect of such securities, the Settlement Account or the Securities Account shall be credited with the proportion of such dividends distributions or benefits equal to the proportion of the total number or amount of securities which shall comprise securities held on behalf of the Customer (in the event that odd lot of such securities is not eligible for any such dividends distributions or benefits, the odd lot held on behalf of the Customer will not be taken into account of in the apportionment). Subject to Applicable Laws and Regulations, CSBHK may retain or otherwise dispose of, for its own benefit and account, any fractional shares entitlements to which the Customer may be entitled to, and entitlements arising from the aggregation of odd lots held on behalf of customers.
- 11.7 Without prejudice to Clause 11.5, any rights issue arising from any of the securities deposited with CSBHK shall be dealt with in the following manner:
- CSBHK will within a reasonable time after receipt of the relevant rights issue documents inform the Customer; and
 - If the Customer fails to instruct CSBHK within the time prescribed by CSBHK to reply or has instructed CSBHK that he will not exercise such rights, it shall be conclusively deemed that the Customer has irrevocably renounced all his rights and entitlements regarding such rights issue in favour of CSBHK for its own use and benefit absolutely and CSBHK is entitled, subject to Applicable Laws and Regulations and/or Market Requirements, to deal with such rights issue in its own right and for its own benefit in whatever manner it deems fit without having to account to the Customer for the profits (if any).
- 12. Charges and Expenses**
- 12.1 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 in respect of 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.
- 12.2 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 of the higher of the annual prime lending rate on Hong Kong dollars quoted by (i) China CITIC Bank International Limited or (ii) The Hongkong and Shanghai Banking Corporation from time to time.
- 13. Indemnity**
- 13.1 The Customer agrees to fully indemnify and hold harmless each of CSBHK, its Affiliates, the Custodial Agents and the Relevant Persons in respect of any claims, actions, liabilities, proceedings against any of CSBHK, its Affiliates, the Relevant Persons or the Custodial Agents and bear all Loss (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 or its Affiliates 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 but other than due to fraud, wilful default or gross negligence on the part of CSBHK.
- 13.2 CSBHK, its Affiliates and the Relevant Persons shall in no event be liable for any Loss suffered or incurred by the Customer in connection with the Agreement 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.
- 14. Client Money Standing Authority and Combination of Accounts**
- 14.1 The Client Money Standing Authority covers money held or received by CSBHK in Hong Kong (including any interest derived from the holding of the money which does not belong to CSBHK) in one or more segregated account(s) on the Customer's behalf ("Monies").
- 14.2 The Customer authorizes CSBHK, subject to Applicable Laws and Regulations and/or Market Requirements, to:
- combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by CSBHK or any of its Affiliates and CSBHK may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to CSBHK or any of its Affiliates, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and
 - transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with CSBHK or any of its Affiliates.
- 14.3 The Customer acknowledges and agrees that CSBHK may do any of the things mentioned in Clause 14.2 without giving the Customer prior notice.
- 14.4 The Client Money Standing Authority is given without prejudice to other authorities or rights which CSBHK or any of its Affiliates may have in relation to dealing in Monies in the segregated accounts.
- 14.5 The Client Money Standing Authority shall be valid for a period of 12 months from the date of this Agreement, subject to renewal by the Customer or deemed renewal under the Client Money Rules as referred to in Clause 14.7.
- 14.6 The Client Money Standing Authority may be revoked by the Customer serving a written notice to CSBHK at least fourteen (14) days prior to the actual date of revocation.
- 14.7 The Customer understands that the Client Money Standing Authority may be deemed to be renewed on a continuing basis without the Customer's written consent if CSBHK issues to the Customer a written reminder at least fourteen (14) days prior to the expiry of the Client Money Standing Authority, and the Customer does not object to such deemed renewal before such expiry date.
- 14.8 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 (subject to Applicable Laws and Regulations and/or Market Requirements), 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. For the purpose of this Clause 14, the term "Affiliate" shall mean, in relation to a company, its subsidiaries, any holding companies of that company and any subsidiaries of such holding companies.
- 15. Representations, Warranties and Undertakings**
- 15.1 The Customer hereby warrants and represents and undertakes to CSBHK or its Affiliates in the following terms:
- 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) and will be responsible for settling all liabilities resulting from transactions effected pursuant to and in accordance with the Agreement and neither CSBHK nor its Affiliates has any responsibility towards any person on whose behalf the Customer may act in any circumstances (unless a separate customer relationship has been established between CSBHK and that person or unless otherwise agreed in writing with CSBHK);
 - the Customer has obtained and will maintain in full force and effect any necessary consents, licences and authorities and have taken all necessary action to enable him to lawfully to enter into and perform the obligations under the Agreement and each transaction and to grant the security interests and powers referred to in the Terms and Conditions;
 - Without prejudice to any rights or obligations arising under clause 27, the Customer acknowledges that they are entering into securities transactions on the basis of their own judgement and analysis;
 - any information the Customer provides, including 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 or otherwise. 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;
 - the Agreement constitutes a valid contract creating legally binding obligations on the Customer in accordance with the Agreement's terms;
 - the Agreement and its performance and the obligations contained herein do not and will not:
 - contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which the Customer is subject or any provisions of the memorandum and articles of association or by-laws of the Customer (if applicable); or
 - 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;
 - 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;
 - 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 (save as created by the Agreement) or grant or purport to grant an option over any securities or monies in the Securities Account without the prior written consent of CSBHK;
 - 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);
 - the Customer understands the nature and risks of the products in which he is trading and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in such products;
 - any information which the Customer provides or has provided to CSBHK and its Affiliates is accurate and not misleading in any material respect;
 - no Event of Default or any event which may become an Event of Default (a "Potential Event of Default") has occurred and/or is continuing with respect to the Customer; and
 - in respect of any Data which relates to an individual, the relevant individual has been fully notified as to the purposes for which his or her personal data may be used and the person to whom his or her personal data may be provided to (including for direct marketing purposes), as set out in the schedule of the PDPO (the "Schedule") in accordance with the requirements of the PDPO, and the relevant individual has consented to his Data being used (including use and provision to third parties of such Data by CSBHK for direct marketing purposes) in accordance with the Schedule and such consent has been obtained in a manner which is sufficient to meet the requirements of the PDPO and enable CSBHK and its Affiliates to lawfully use and transfer Data as set out in the Schedule.
- 15.2 The above representations, warranties and undertakings shall be deemed to be repeated immediately before each Instruction is given or executed.
- 16. Electronic Trading Services**
- 16.1 This Clause 16 shall apply where CSBHK provides the Customer with the services of the System (the "Services") to enable the Customer to electronically connect to the order management system operated by CSBHK for execution of Electronic Instructions. Upon use of the Services for the first time, the Customer shall be deemed to accept the terms and conditions set out herein.
- 16.2 In this Clause, the following words and expression shall have the following meanings:
- "Electronic Instruction" means, in relation to the provision and use of the Services and the System, an electronic communication which CSBHK believes in good faith to have been given by the Customer or any Authorized Person via the System;
- "Supplier" means the provider and/or operator of any part of the System;
- "System" means the electronic system (including, without limitation, the direct market access services) which is supported by computer-based component systems for the order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services provided by CSBHK and used by the Customer from time to time; and
- "Third-party Supplied Part" means any part of the System (including any associated software, hardware, facilities and services) which is not supplied by CSBHK or any Affiliate of CSBHK.
- 16.3 CSBHK makes no warranty, express or implied, concerning the Services and the System. The Customer acknowledges that the System has not been developed for the Customer's individual needs and has been selected and is used by the Customer on an "as is" basis at his/her's own volition and risk and that CSBHK shall bear no responsibility whatsoever for any consequence arising from the Customer's choice or use of the System.
- 16.4 The Customer assumes full responsibility and risk of Loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) on or through the System.
- 16.5 Unless CSBHK and the Customer have agreed otherwise in writing, the Customer shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Customer in relation to the supply of any part of the System.
- 16.6 CSBHK shall have no responsibility to maintain the Services and information made through the System or to supply any corrections or updates in connection therewith. Availability of the Services and information are subject to change without notice.
- 16.7 The Customer is responsible for the accuracy and adequacy of all Electronic Instructions and information communicated via the System to CSBHK and for all use made of the System through the access provided to the Customer. CSBHK shall be entitled to rely and act on such Electronic Instructions (without conducting any due diligence as to the authenticity or authority of the Electronic Instructions) and information as being accurate, complete and duly authorized by and binding on the Customer. Any transaction executed by CSBHK in accordance with any such Electronic Instruction or information shall be binding on the Customer regardless of whether or not it has in fact been effected with the Customer's authority. Electronic Instructions may only be revoked or amended via the System or such other way(s) as agreed between CSBHK and the Customer from time to time. The Customer agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorised Persons who are duly authorized by the Customer to give such Electronic Instructions to CSBHK via the System. Without prejudice to the generality of Clause 16.3, CSBHK makes no warranty whatsoever to the Customer, express or implied, regarding the security of the Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Customer through the System.

16.8 CSBHK may accept the digital signature of the Customer supported by a digital certificate tendered to CSBHK issued by such certification authority as may be acceptable to CSBHK. CSBHK is entitled to treat such digital signature as the manual signature of the relevant person, and may presume the correctness of the information contained in a digital certificate tendered by or on behalf of the Customer if the relevant digital certificate was published in a repository.

16.9 Under no circumstances shall CSBHK be responsible for any Electronic Instructions for which it has not duly and properly received. Electronic Instructions will only be executed during normal trading hours of the relevant market or exchange.

16.10 The Customer agrees that the Authorized Person(s) shall be the only authorised user(s) of the System, and shall be solely and wholly responsible for the confidentiality, security and use of the Customer's digital certificate, or the password and/or log-in name issued to the Customer by CSBHK.

16.11 Unless otherwise agreed, CSBHK will not execute any Electronic Instructions of the Customer through the System 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.

16.12 CSBHK shall not be deemed to have received and/or executed the Electronic Instructions made through the System unless and until the Customer is in receipt of an order acknowledgement confirming receipt and/or execution of the Electronic Instructions (subject to details set out in the confirmation and periodic statements issued under Clause 8.6).

16.13 The Customer acknowledges and agrees that, as a condition of CSBHK's provision of the Services and the System, the Customer shall immediately notify CSBHK if:

- (a) after giving an Electronic 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 or disclosure of or access to the Customer's digital certificate, log-in name or password or that any unauthorised transactions have been effected.

16.14 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 System. 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.

16.15 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 the 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 Services or the System, or other Loss arising from or caused by forces beyond the control of CSBHK.

16.16 Subject as provided in this Clause 16, neither CSBHK nor any of its Affiliates nor the Relevant Persons shall be liable to the Customer (or to any third party) for any Loss suffered by the Customer (or any other third party) arising out of or in connection with CSBHK's provision of the Services or the System hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Electronic Instructions from the Customer.

16.17 In the event of any failure, interruption or delay in the performance of CSBHK's obligations hereunder as a result of any act, event or circumstance not within the control of CSBHK from time to time, including but not limited to:

- (a) industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere;
 - (b) service malfunctions, delay, suspension, interference, or operational difficulties encountered by third party service providers of electronic communications and telecommunication facilities wherever located;
 - (c) breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment;
 - (d) defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions;
 - (e) suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and
 - (f) orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion,
- then neither CSBHK nor any of its Affiliates nor any of the Relevant Persons shall be liable or have any responsibility of any kind for any Loss thereby suffered or incurred by the Customer (or any third party).

16.18 Neither CSBHK nor any Affiliate nor any of the Relevant Persons shall be liable to the Customer or any third party for any Loss arising directly or indirectly out of or in connection with:

- (a) the Customer's choice and/or use (whether by Authorised Persons or otherwise) of the System or any part thereof for communication with CSBHK;
- (b) the Customer's inability to access to or use of the Services or System or any part thereof for any reason;
- (c) any failure by the System to transmit (or any delay in the transmission of) any Electronic Instruction (including acknowledgement of receipt of an Electronic Instruction, if any) or notification of execution or rejection of such Electronic Instruction; or
- (d) any errors or omissions in any Electronic Instruction from the Customer to CSBHK that arise due to any equipment or software error or malfunction in or affecting the System or constraints on the capacity of the System or any error by any Supplier of any part of the System or any operator of the System.

16.19 CSBHK makes no express or implied guarantee, warranty or representation of any kind whatsoever in relation to any Third-party Supplier Part, or to the Customer's choice or use of such Third-party Supplier Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplier Part for the Customer's use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplier Part, and none of CSBHK's representatives has authority to agree to the contrary. To the extent permitted by applicable laws, all representations and warranties, express or implied, statutory or otherwise, as to such matters are hereby expressly excluded.

16.20 CSBHK may, from time to time, impose such restrictions or limits on (where CSBHK is the Supplier) the Customer's use of the System or on (regardless of whether or not CSBHK is the Supplier) the type of Electronic Instructions or other communications which the Customer may transmit to CSBHK, and which CSBHK may accept, via the System, as CSBHK, in its sole discretion, determines.

16.21 Any record maintained by CSBHK relating to the Electronic Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of CSBHK.

17. Default

17.1 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 when due (whichever is earlier) 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 or its Affiliates is a member or to which CSBHK or its Affiliates may have any obligation. Each such security call shall be met immediately.

17.2 Without prejudice to the other terms of the Terms and Conditions, CSBHK or its Affiliates may in its absolute discretion exercise one or more of its rights under this Clause 17.2 if at any time one or more of the following events (each an "Event of Default") occurs:

- i. the Customer fails to make any payment when due or to make or take delivery of any property when due;
- ii. the Customer fails to perform or meet any of its obligations under the Agreement including but not limited to a failure to provide margin or variation adjustment(s) when requested;
- iii. the commencement of any proceedings in relation to the bankruptcy or insolvency of the Customer or its affiliates or any legal process against any of the assets and revenues of the Customer or its affiliates (including but not limited to being the subject of insolvency, bankruptcy, administration or similar proceedings, or a petition is presented for its winding up or liquidation);
- iv. the Customer becomes, or appears to be insolvent, is unable to pay his debts as they fall due or makes a general assignment, arrangement or composition with or for the benefit of creditors;
- v. any attachment is levied against the Customer's Securities Account(s) with CSBHK;
- vi. any representation, warranty or statement made by or deemed made or given by the Customer under the Terms and Conditions was incorrect or misleading in any material respect as at the time it was made or given or deemed made or given;
- vii. CSBHK or its Affiliates considers it necessary or desirable to prevent what it believes could be a breach of the Applicable Laws and Regulations and/or the Market Requirements or be an action contrary to good standards of market practice; or
- viii. CSBHK or its Affiliates considers it necessary or desirable for its own protection or an event occurs which CSBHK reasonably believes might have a material adverse effect on the Customer's ability to perform or comply with your obligations under the Agreement.

(1) In the event of any Event of Default referred to above or (2) whenever and so often as CSBHK or its Affiliates 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, (a) CSBHK or its Affiliates may decline to accept any further Instructions; and (b) CSBHK or its Affiliates may close out all or any Securities Account held on the Customers' behalf. Upon any Event of Default or any closure of the Securities Account or termination of CSBHK's relationship with the Customer, all amounts owing by the Customer to CSBHK or its Affiliates will (to the extent, if any, not already due and payable on demand) immediately become due and payable to CSBHK or its Affiliates on demand and CSBHK or its Affiliates 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 or its Affiliates' 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 or its Affiliates may select against the Customer's indebtedness to CSBHK or its Affiliates, or to the Customer's short position with CSBHK or its Affiliates, without prejudice to the Customer's liability for any deficiency. Without prejudice and in addition to any general lien, right of setoff or similar right to which CSBHK or its Affiliates may be entitled by law or otherwise under the Terms and Conditions, at any time following an Event of Default or whilst a Potential Event of Default has occurred and is continuing, the Customer expressly grants to CSBHK or its Affiliates: (a) a general lien over all or any part of its interest in any funds (including without limitation, for the avoidance of doubt, any deposit or margin payment), securities, commodities or other properties held by CSBHK or its Affiliates for any purpose or carried by CSBHK or its Affiliates in any account for the Customer (either individually or jointly with others) or which may be

in CSBHK's or its Affiliates' possession.

17.3 After CSBHK or its Affiliates has taken any action referred to in Clause 17.2, CSBHK will give notice to the Customer as soon as practicable.

17.4 CSBHK or its Affiliates 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 or its Affiliates' rights to prove for the whole of CSBHK's or its Affiliates' claim against the Customer in the event of any proceedings in or analogous to bankruptcy, liquidation, winding up, composition or arrangement.

18. Investment Information

18.1 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.

18.2 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.

19. Termination

19.1 The Agreement may be terminated by either party by giving not less than two business days' (other than a Saturday, Sunday or a day which is a public holiday in Hong Kong) prior written notice to the other party. Notwithstanding this, CSBHK may terminate the Agreement immediately upon the happening of any of the Event of Default or events referred to in Clause 17.2. Termination of the Agreement shall not affect any Instruction executed by CSBHK or its Affiliates or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination. In particular, any warranties, representations, undertakings and indemnities given by the Customer shall survive such termination.

19.2 Upon termination of the Agreement, the Customer shall immediately repay to CSBHK or its Affiliates any amounts due or owing to it.

20. Notice

20.1 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 issuing of a transaction report indicating that the fax was sent in its entirety.

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, e-mail address or through other means as CSBHK may agree from time to time upon receiving the Customer's notification for the purpose of this clause.

20.2 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.

20.3 Where the Customer has agreed that CSBHK may send any notice, contract notes, confirmations, periodic statements and communication (if any) to the Customer in electronic form ("Electronic Communication"), and the Customer agrees to accept and bear all the risks associated with the sending and receiving of the Electronic Communication, including but not limited to the risks as follows:

- (a) communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media is, inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;
- (b) communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media may not be executed or may be delayed; and
- (c) communication and sending and receiving of personal data through the internet or other electronic media may be accessed by unauthorized third parties,

and the Customer acknowledges and agrees that none of CSBHK or its Affiliates or the Relevant Persons assumes any liability or responsibility to the Customer or to any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against CSBHK and the Relevant Persons in connection therewith.

20.4 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 agrees to fully indemnify CSBHK and its designated person against all Loss in connection with or arising out of the same.

21. Joint Accounts

21.1 Where the Customer consists of more than one person (each a "joint account holder"), the Securities Account shall be a joint account with the right of survivorship. Upon the death of any such joint account holder, the interest of the deceased in the Securities Account will enure to the benefits of the survivor(s).

21.2 The liabilities of each joint account holder shall be joint and several.

21.3 The death of any one joint account holder does not operate to terminate the Agreement.

21.4 Any notice, payment or delivery by CSBHK to either or any one of the joint account holders shall be a full and sufficient discharge of CSBHK's obligations to notify, pay or deliver under the Agreement.

21.5 In the event of any joint account holder is incapacitated or if a bankruptcy order is made against any joint account holder or if the operation of the Securities Account is affected by any court order or notice from any competent authority against a joint account holder, the operation of the Securities Account (including the withdrawal or transfer of funds or securities) will be suspended until an administrator or receiver is appointed or the consent of the receiver or Official Receiver is obtained or the court order is discharged or the relevant notice is removed (as the case may be).

22. General Provisions

22.1 Time shall in every respect be of the essence under the Agreement.

22.2 No provision of the Agreement shall operate to remove, exclude or restrict any rights and obligations of the Customer or CSBHK under the laws or regulations of Hong Kong except to the extent permitted thereunder.

22.3 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.

22.4 (a) The Agreement shall benefit and be binding on CSBHK and the Customer, their respective successors and subject to this Clause 22.4, 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 as CSBHK may think fit for the purposes of such contractual arrangements.

22.5 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.

22.6 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 PDPO issued by CSBHK as amended or supplemented from time to time. Without prejudice to the foregoing, CSBHK may, if requested by the Exchange, the SFC or any Regulators, 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.

22.7 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.

22.8 Either party will notify the other in the event of any material change to the information in the Agreement (including, for the avoidance of doubt, the Customer Information Statement).

22.9 Neither CSBHK nor its Affiliates nor the Relevant Persons shall be liable for any delay or failure to perform obligations and any Loss resulting therefrom so long as they have acted in good faith. Moreover, CSBHK, its Affiliates and the Relevant Persons shall not be held responsible for any Loss or 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.

22.10 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.

22.11 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 English version shall prevail.
- 22.12 These Terms and Conditions revoke and supersede all previous mandates and agreements. Subject to contrary arrangements in writing between the Customer and CSBHK, any account subsequently opened will be operated on the Terms and Conditions.
- 22.13 No provision of the Terms and Conditions is enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) by a person who is not a party to these Terms and Conditions, other than by the Affiliates of CSBHK and their Relevant Persons. Any rights conferred on third parties by the Terms and Conditions exclude the right to assign, and their consent is not required to rescind or vary the Terms and Conditions.

23. Amendment

- 23.1 CSBHK is entitled to amend, add to or delete any of the Terms and Conditions, addendum, statements, confirmations, contract notes, term sheets, fee schedules, subscription documents or any other parts of the Agreement at any time. CSBHK may use any reasonable mode of communication to notify the Customer of such amendments, which will include but is not limited to, posting a notice of such amendments on its website or sending a written notice of the revised Agreement (or any relevant parts thereof) to the Customer by any means as CSBHK in its absolute discretion considers appropriate. The Customer may at any time review the most current version of the Agreement online by visiting the CSBHK's website. A Customer who continues to maintain his/her/its Account(s) or to use any services offered by CSBHK shall be deemed to have accepted the revised Agreement and to be bound by it.

24. Governing Law and Applicable Regulations

- 24.1 The Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.
- 24.2 The Customer hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong 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.
- 24.3 If the Customer is an individual resident or 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 his 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 20.1 of hereunder (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.
- 24.4 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, rulings, 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.

25. Arbitration

- 25.1 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.

26. Risk Disclosure Statement

The financial markets present many different risks of which the Customer should be aware prior to investing. This risk disclosure statement is not exhaustive and may be amended or supplemented by additional risk disclosures from time to time.

Risk of Securities Trading

The Customer acknowledges that the prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

Risk of Trading Growth Enterprise Market Stocks

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

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

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of

Hong Kong Limited. GEM companies are usually not required to issue paid announcements in gazetted newspapers.

The Customer should seek independent professional advice if the Customer is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

Risk of Customer's Assets Received or Held outside Hong Kong

The Customer's assets received or held by CSBHK outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

Specific risk relating to securities denominated in Renminbi ("RMB")

- RMB securities are subject to exchange rate fluctuations which may provide both opportunities and risks. The fluctuations in the exchange rate of RMB may result in losses in the event that the Customer converts RMB into Hong Kong dollars ("HKD") or other foreign currencies.
- Currently, RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. The Customer should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit.
- The Customer should open RMB bank accounts for money settlement purpose if the Customer wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.
- Any RMB conversion in relation to a RMB securities transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the Exchange at 11:00am or other time as stipulated by the Exchange on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by CSBHK as a principal according to the prevailing exchange rate.
- If the Customer provides a settlement sum in a currency other than RMB, CSBHK will convert the settlement sum to RMB at the exchange rate determined by CSBHK as a principal according to the prevailing exchange rate.
- RMB securities will be traded and settled in RMB. However, all trading related fees (including stamp duty, SFC transaction levy and the Exchange trading fees) shall be payable to Inland Revenue Department, SFC and Exchange by CSBHK, as the case maybe, on behalf of the Customer in HKD. Of the settlement sum in RMB, CSBHK shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of CSBHK instead of the Customer. The Customer shall not have any rights to claim any gain arising from such currency conversion.

Risk of Providing an Authority to Hold Mail

If the Customer has applied for the Hold-Mail Services of CSBHK, it is important for the Customer to promptly collect in person all contract notes, confirmations and periodic statements and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited

The securities under the Nasdaq-Amex Pilot Program (PP) are aimed at sophisticated investors. The Customer should consult CSBHK and become familiarized with the PP before trading in the PP securities. The Customer should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

Risk of Trading Options

The risk of loss in trading options is substantial. In some circumstances, the Customer may sustain losses in excess of his initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. The Customer may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Customer's position may be liquidated. The Customer will remain liable for any resulting deficit in his account. The Customer should therefore study and understand options before he trades and carefully consider whether such trading is suitable in the light of his financial position and investment objectives. If the Customer trades options he should inform himself of exercise and expiration procedures and his rights and obligations upon exercise or expiry.

Trading Facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Customer's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary; the Customer should ask the firm with which the Customer deals for details in this respect.

Electronic Trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If the Customer undertakes transactions on an electronic trading systems, the Customer will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that the Customer's order is either not executed according to the Customer's instructions or is not executed at all.

Risk of Off-exchange Transactions

In some jurisdictions, and only then in restricted circumstances, certain firms are permitted to effect off-exchange transactions. The firm with which the Customer deals may be acting as the Customer's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Customer undertakes such transactions, the Customer should familiarize himself with applicable rules and attendant risks.

Risks of exchange-traded Derivative Warrants ("DW"), Funds that invest in derivative instruments ("ETF"), Callable Bull/Bear Contracts ("CBB") and Equities Linked Instruments ("ELI") (collectively referred as "Derivative Products")

The following risk disclosure does not delineate all risks related to Derivative Products. If the Customer has any concerns or doubts in relation to the risks of Derivative Products, the Customer should obtain independent professional advice before making any investment decision. The Customer should assess his own risk appetite and financial position, products features and the creditworthiness of the issuer prior to investing in Derivative Products. The Customer should not invest in Derivative Products unless he fully understands and is willing to take on the risks of investing in Derivative Products, including losing all his investment capital.

General Risk of Investing in Derivative Products

- Derivative Products are complex, leveraged investment products that involve a high degree of risk.
- Derivative Products have limited life and will expire upon maturity. The time value of Derivative Products decreases over time and becomes worthless upon maturity, resulting in a total loss of investment capital.
- Price volatilities of Derivative Products are much higher than that of their underlying assets. The prices of Derivative Products are determined by a number of factors, including but not limited to interest rate, time to maturity of the Derivative Products, the underlying asset price that the Derivative Products are linked to, the volatility of underlying asset price, the liquidity of the underlying securities etc. A small movement of these factors may result in a drastic price change of the Derivative Products. When two or more factors are exerting effects on a Derivative Product simultaneously, the price of the Derivative Products may become unpredictable.
- Derivative Products can be illiquid. Trading in Derivative Products will be suspended if the trading in their underlying assets is suspended. The liquidity provider may be the only market participant for the Derivative Products and therefore the secondary market for the Derivative Products may be limited. There is no guarantee that the Customer will be able to liquidate his position whenever the Customer wishes.
- The Customer will be exposed to the counterparty risk associated with the Derivative Products. In the event that the issuer and/or guarantor defaults, the Customer may lose all his investment capital.

Specific risk relating to DW

DW are instruments which give investors the right (but not the obligation) to buy or sell the underlying asset (e.g. a stock) at a pre-set price on or before a specified date. DW could be illiquid. Liquidity provider of a DW is not obligated to provide bid quote for that DW if the liquidity provider determines the fair value of that DW falls below HK\$0.01. DW may have no value upon expiry. The Customer may have to hold that DW until it expires and the Customer may lose all his investment capital.

Specific risk relating to ETF

ETF may invest in stock index future contracts and other derivatives. Derivatives have a high degree of price variability and are subject to occasional rapid and substantial changes. Compared to conventional securities, derivatives can be more sensitive to changes in interest rates or to sudden fluctuations in market prices due to both the low margin deposits required, and the extremely high degree of leverage involved in derivative products. As a result, a relatively small price movement in the derivative product may result in immediate and substantial loss (or gain) to the ETF. An ETF's losses may be greater if it invests in derivatives than if it invests only in conventional securities. In addition, many derivatives are not traded on exchanges. As a result, an ETF that engages in transactions involving derivatives is subject to the risk of the inability or refusal to perform with respect to such contracts on the part of any counterparties with which that ETF trades and as such may also expose the ETF to additional liquidity risks. This risk is also affected by the fact that over-the-counter derivatives markets are generally not regulated by government authorities and participants in these markets are not required to make continuous markets in the contracts they trade.

Specific risk relating to CBBC

A CBBC has a fixed expiry date and closely tracks the performance of an underlying asset (for example, a share, index, commodity or currency). It can be a bull or bear contract allowing the Customer to take a bullish or a bearish position on the underlying asset.

A CBBC will be called by its issuer when the price of its underlying asset hits the call price. Once it is called, the contract cannot be revived and the Customer will not benefit even if the underlying asset bounces back to a favorable position. Any trades executed after this mandatory call event will not be recognized and will be cancelled. The Customer should be aware that CBBC is a complex leveraged investment which may not be suitable for all investors. With its gearing feature, it may magnify potential returns and potential losses as well. In the worst-case scenario, the Customer may lose all of his investment. The Customer should exercise special caution when the CBBC is trading close to its call price.

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

Specific risk relating to ELI

ELI combines notes/deposits with options and its return component is based on the performance of the underlying asset. The maximum return is usually limited to a predetermined amount of cash. The Customer may stand to lose all his investment capital if the price of the underlying asset moves substantially against his view. Most ELI are not low risk products. The Customer will be taking on the credit risk of the issuer and his investment return depends primarily on the future price movement of the underlying asset(s). ELI are structured products involving derivatives. Their maximum return is capped but the potential loss can be significant. It is important that the Customer reads all the relevant offer documents to fully understand the features and risks of an ELI before deciding to invest.

Specific risk relating to trading in US exchange-listed or over-the-counter securities or US derivative instruments

Before the Customer trades in any security or security-like instrument in markets governed by US law, the Customer should understand the US rules that apply to such trading. US law is likely to apply to trading in US markets whether or not the law of the Customer's home country also applies.

Many (but by no means all) stocks, bonds and options are listed and traded on US stock exchanges. NASDAQ, which used to be an over-the-counter market among dealers, has now also become a US exchange. For exchange-listed stocks, bonds and options, each exchange promulgates rules that supplement the rules of the US Securities & Exchange Commission ("SEC") for the protection of individuals and institutions trading in the securities listed on that exchange.

Over-the-counter trading among dealers can continue in exchange-listed instruments and in instruments that are not exchange-listed at all. For securities that are not listed on any exchange, trading can continue through the over-the-counter bulletin board ("OTCBB") or through the inter-dealer "pink sheets" that carry representative (not actual) dealer quotes. These facilities are outside of NASDAQ.

Options on securities are subject to SEC rules and the rules of any securities exchange on which the options are listed. Options on futures contracts or on commodities like wheat or gold are governed by rules of the US Commodity Futures Trading Commission ("CFTC"). There are also commercial options, like options on real estate, that are governed neither by SEC nor CFTC rules.

Whether the Customer is intending to trade in US exchange-listed securities, over-the-counter securities or derivative instruments like options or futures, the Customer should understand the particular rules that govern the market in which the Customer is intending to trade. An investment in any of these instruments can involve a high degree of risk, but, generally speaking, the absence of exchange listing requirements tends to increase the risk and the nature of markets in derivative instruments tends to increase the risk even further.

Market makers of OTCBB are unable to use electronic means to interact with other dealers to execute trades. They must manually interact with the market, i.e. use standard phone lines to communicate with other dealers to execute trades. This may cause delays in the time it takes to interact with the market place. This, if coupled with the increase in trade volume, may lead to wide price fluctuation in OTCBB securities as well as lengthy delays in execution time. The Customer should exercise extreme caution when placing market orders and fully understand the risks associated with trading in OTCBB.

Market data such as quotes, volume and market size may or may not be as up-to-date as expected with NASDAQ or listed securities.

As there may be far fewer market makers participating in a OTC securities markets, the liquidity in that security may be significantly less than those in listed markets. As such, the Customer may only receive a partial execution or the order may not be executed at all. Additionally, the price received on a market order may be significantly different from the price quoted at the time of order entry. When fewer shares of a given security are being traded, larger spreads between bid and ask prices and volatile swings in price may result. In some cases, the liquidation of a position in an OTC security may not be possible within a reasonable period of time.

Issuers of OTC securities have no duty to provide any information to investors, maintain registration with the Securities and Exchange Commission or provide regular reports to investors.

27.

Suitability

If CSBHK solicits the sale of or recommends any financial product to you, the Customer, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of the Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

TERMS AND CONDITIONS FOR MARGIN FINANCING

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 (Chapter 571 of the Laws of Hong Kong) licensed 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

In consideration of CITIC Securities Brokerage (HK) Limited ("CSBHK") agreeing to make available or continue to make available to me/us (the "Customer") at the request of the Customer the Margin Financing Facilities to the Customer, the Customer agrees to the following:

1. Definitions and Interpretation

- 1.1 These Terms and Conditions are supplemental to the Terms and Conditions for Securities Trading of CSBHK (as amended and/or supplemented from time to time). In the event of any inconsistency between the Terms and Conditions and the Terms and Conditions for Securities Trading of CSBHK, the Terms and Conditions shall prevail. All references to the "Agreement" in these Terms and Conditions shall be to the Agreement as defined in the Terms and Conditions for Securities Trading as supplemented and amended by the Terms and Conditions.
- 1.2 Words and expressions defined in the Terms and Conditions for Securities Trading of CSBHK (as amended and/or supplemented from time to time) shall, unless the context otherwise requires, have the same meanings when used here.
- 1.3 In these Terms and Conditions, the following words and expression shall have the following meaning:
 - "Eligible Securities" means such securities from time to time determined by CSBHK as its sole discretion and notified to the Customer;
 - "Market Value" means in respect of any particular securities at any given time, the market value which CSBHK determines in its absolute discretion, could be obtained by it on a sale of such securities at such time and in such market on which securities of the same type are normally dealt;
 - "Margin" means the monies and Eligible Securities of the Customer which are or shall at any time hereafter be required, as determined by CSBHK, to be deposited with, transferred or caused to be transferred to or held by CSBHK or its nominee as collateral under the Securities Account;
 - "Margin Financing Facilities" means the revolving credit facilities to be made available from time to time by CSBHK to the Customer subject to the provisions of the Agreement, and the specific terms agreed between CSBHK and the Customer from time to time and includes all amounts debited to the Securities Account in accordance with the terms of the Agreement;
 - "Margin Percentage" means such percentage of the Market Value of the Eligible Securities up to which the Customer is permitted to borrow (or otherwise to secure other forms of financial accommodation) from CSBHK against the Margin;
 - "Outstanding Amount" means the aggregate liability of the Customer (whether present or future, actual or contingent, joint or several) to CSBHK under the Margin Financing Facilities or otherwise at any relevant time;
- 1.4 Any reference in the Terms and Conditions to a "Clause" shall be to the clause of the Terms and Conditions.
- 1.5 Where the Terms and Conditions apply, the Customer's account shall be a margin account.

2. Margin Financing Facilities

- 2.1 The facility limit of the Margin Financing Facilities shall be such amount as advised by CSBHK to the Customer from time to time.
- 2.2 The purpose of the Margin Financing Facilities is to finance the acquisition or holding of such securities as may be acceptable to CSBHK by the Customer through his Securities Account from time to time.
- 2.3 CSBHK shall be entitled, at its absolute discretion at any time by notice to the Customer, to increase or decrease the facility limit of the Margin Financing Facilities, to cancel or terminate the Margin Financing Facilities, to refuse to make any advance under the Margin Financing Facilities (whether or not its facility limit has been exceeded) or to demand immediate payment of all or any moneys and sums, whether principal, interest or otherwise, then owing in respect of the Margin Financing Facilities or otherwise under the Agreement.
- 2.4 A certificate issued by CSBHK stating the amount at any particular time due and payable by the Customer to CSBHK under the Margin Financing Facilities or otherwise shall in the absence of manifest error be conclusive and binding against the Customer.
- 2.5 CSBHK is hereby authorised to draw on the Margin Financing Facilities to settle any amount due to CSBHK in respect of the Customer's purchase of securities or payment of any commission or other costs or expenses owing to CSBHK.

3. Margin Call

- 3.1 The Customer shall maintain the Margin and on demand from CSBHK make payments or deposits of additional Margin in such amount and in such form into a designated account and within such time limit as specified by CSBHK, as CSBHK in its absolute discretion determines necessary to provide adequate security in respect of the Margin Percentage and the Margin Financing Facilities ("Margin Call"). Payment of Margin Calls must be effected in cleared funds or deposit of securities and/or other assets which the Customer has good and free unencumbered titles as specified by CSBHK and unless the Margin Call is fully satisfied with the time specified, CSBHK shall be entitled, at its absolute discretion, to refuse to accept any Instruction 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.
- 3.2 Notwithstanding Clause 3.1, CSBHK has no obligation to notify the Customer of his failure to maintain the Margin. In the event that it is, in the sole opinion of CSBHK, impracticable for CSBHK to make demands for additional Margin pursuant to Clause 3.1, including but not limited to, if the impracticability is due to a change or development:
 - (a) involving a prospective change in the local, national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of CSBHK likely to result in a material or adverse fluctuation in the stock market, currency market, commodities or futures market in Hong Kong or elsewhere; or
 - (b) which is or may be materially adversely affect the condition or operations of the Customer, CSBHK shall be deemed to have made Margin Calls for such form and/or amounts as CSBHK may determine and such additional Margin shall become immediately due and payable by the Customer.
- 3.3
 - (a) Where the Customer fails to maintain the Margin or meet Margin Calls made by CSBHK or the Margin Financing Facilities is terminated or cancelled by CSBHK, CSBHK may, without demand, notice, legal process or other action sell, realise, redeem, liquidate or otherwise dispose of, as appropriate, such of the securities in the Securities Account or any part thereof at the relevant market or by private contract, and on such terms as CSBHK in its absolute discretion thinks fit, free from all trusts, claims, rights of redemption and equities of the Customer.
 - (b) Any proceeds resulting from such sale, realisation, redemption, liquidation or disposal shall be applied in such order as CSBHK may select until the outstanding balances owing to CSBHK is satisfied or the required Margin is maintained. In normal circumstances, CSBHK will only sell, realise, redeem, liquidate or dispose of such quantity of the securities required to achieve the aforesaid requirement. Nevertheless, CSBHK shall have no responsibility, liability or obligation to the Customer if it has sold, realised, redeemed, liquidated or disposed of more quantity of securities than is necessary to satisfy such requirement. The Customer shall not have any right or claim against CSBHK in respect of any Loss arising out of any such sale, realisation, redemption, liquidation or disposal or proposed sale, realisation, redemption, liquidation or disposal, however such Loss may have been caused, and whether or not a better price could or might have been obtained by either deferring or advancing the date of such sale, realisation, redemption, liquidation, disposal or otherwise.
- 3.4 The Customer undertakes to indemnify CSBHK and its officers, employees and agents for any loss, costs, claim, liability or expense arising out of or connected with any breach by the Customer of its obligations under the Agreement including any costs reasonably and necessary incurred by CSBHK.
- 3.5 This Clause 3 shall not prejudice CSBHK's rights and powers under the Terms and Conditions of Securities Trading, including (without limitation) Clauses 10 and 17 of such Terms and Conditions.

4. Interest

- 4.1 The Customer shall pay to CSBHK interest on the Outstanding Amount at the interest rate advised by CSBHK to the Customer from time to time. Such interest shall accrue on a daily basis from the date of advance on, unless stated otherwise, a 365 day basis and shall be added to and form part of the Outstanding Amount from time to time and be debited to the Securities Account in arrears on a monthly basis.

5. Power

- 5.1 Without prejudice to the other authorities conferred upon CSBHK hereunder and in each case as a transaction independent of any other transaction entered into between CSBHK and the Customer or by CSBHK on the Customer's behalf, CSBHK is authorised on the Customer's behalf to part with possession and/or control of all or any securities held by CSBHK or its nominees for or on account of the Customer and in connection therewith to lend, sell, deposit, charge and re-charge all or any such securities in each case in accordance with applicable law, rules and regulations and any authorization given by the Customer to CSBHK from time to time. The Customer hereby authorises CSBHK to:
 - (a) deposit any of the Customer's securities and securities collateral with an authorised institution (as defined by the Banking Ordinance) as collateral for financial accommodation provided to CSBHK;
 - (b) apply any of the Customer's securities and securities collateral pursuant to a securities borrowing and lending agreement

in accordance with the Securities and Futures (Client Securities) Rules;

- (c) deposit the Customer's securities and securities collateral with (1) a recognised clearing house or (2) another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of CSBHK's settlement obligations and liabilities.
- 5.2 The Customer acknowledges that, with the authorities given by or referred to in Clause 5.1 above and any other authorities which the Customer may give, CSBHK shall be at liberty to deal with the Customer's securities in accordance with such authorities or in any manner permitted by applicable law or rules.
- 5.3 The term of the Customer's authority contained in Clause 5.1 above shall be for a period of not more than twelve months from the date hereof, and may be renewed at or before the end of the calendar year in which the Agreement is entered into and each subsequent calendar year for, in each instance, a further twelve months. Such authority shall be deemed to have been renewed if CSBHK gives a written notice to the Customer not less than fourteen (14) days prior to the expiry of the existing term of authority and the Customer fails to notify CSBHK of its objection to the renewal hereof prior to the expiry of the existing term of authority. The said notice aforementioned shall remind the Customer of the impending expiry of the Customer's authority and inform the Customer that unless the Customer objects, it will be renewed upon expiry upon the same terms and conditions contained in this Clause and for a period of twelve (12) months. The Customer's authority may be revoked by the Customer by notice in writing to CSBHK in which event revocation of such authority shall take effect one month after the date of actual receipt of the notice of revocation by CSBHK.
- 5.4 Without prejudice to any of CSBHK's accrued rights and claims under the Terms and Conditions, where CSBHK has cancelled or terminated the Margin Financing Facilities, CSBHK may in its absolute discretion close the related securities account of the Customer as a margin account and continue such account as a cash account, and thereafter, the Terms and Conditions for Securities Trading of CSBHK (as amended and/or supplemented from time to time) shall alone (and not in conjunction with the Terms and Conditions) apply to all securities trading and related services of such account.

6. Risk Disclosure Statement

The financial markets present many different risks of which the Customer should be aware prior to investing. This risk disclosure statement is not exhaustive and may be amended or supplemented by additional risk disclosures from time to time.

Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. The Customer may sustain losses in excess of his cash and any other assets deposited as collateral with CSBHK. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop limit" orders. The Customer may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Customer's collateral may be liquidated without his consent. Moreover, the Customer will remain liable for any resulting deficit in his account and interest charged on his account. The Customer should therefore carefully consider whether such a financing arrangement is suitable in light of his own financial position and investment objectives.

Risk of Providing an Authority to Repledge Securities Collateral

There is risk if the Customer provides CSBHK with an authority that allows it to apply the Customer's securities or securities collateral pursuant to any securities borrowing and lending agreement, repledge the Customer's securities collateral for financial accommodation or deposit the Customer's securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

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

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

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

If the Customer signs one of these authorities and his securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Customer's securities or securities collateral. Although CSBHK is responsible to the Customer for his securities or securities collateral lent or deposited under the authority, any default by it could result in the loss of the Customer's securities or securities collateral.

A cash account not involving securities borrowing and lending is available from most dealers including CSBHK. If the Customer does not require margin facilities or does not wish his securities to be lent or pledged, the Customer should not provide the above authorities and should ask to open this type of cash account.

中信証券經紀（香港）有限公司

CITIC Securities Brokerage (HK) Limited

證券買賣條款

孖展證券貸款條款

證券買賣條款

致：中信証券經紀（香港）有限公司

香港中環添美道1號
中信大廈26樓

證券及期貨條例（香港法例第571章）之持牌法團，獲准進行第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
中央編號：AAE879

本人/吾等（簡稱「客戶」）特此同意下列條款將適用於中信証券經紀（香港）有限公司（簡稱「**中信証券經紀香港**」）或「本公司」按其絕對酌情權不時向客戶提供的所有證券交易服務及相關服務。本不時修訂及/或補充之條款及條件（以及任何附件）及由客戶或其代表填寫的《客戶資料表格》以及就有關交易發出的任何確認書、成交單據、條款書及認購文件（合稱「**協議**」）構成其法律約束力的合同，並在客戶給予指示時或通過向本行作出買賣指令後生效。中信証券經紀香港可不時按其絕對酌情決定全部或部分修改本條款及條件。更新版本可見於中信証券經紀香港的網頁 www.citics.com.hk。

1. 定義及釋義

1.1 在此等條款中，除文義另有所指外，下列詞語及詞句應具下列含意：

- 「**接納通知**」具有本條款及條件第6.7條給予的涵義；
- 「**帳戶資料**」指關於證券戶口的任何資料，包括但不限於帳戶號碼、帳戶結餘或價值、帳戶的總收入和收支；
- 「**聯屬人**」就任何特定一方而言，指任何法律實體而在任何時間，此實體直接或間接控制該特定一方、受該特定一方控制或與它共同受到控制或該等實體的董事、高級職員或僱員；
- 「**適用法律法規**」指：(i)任何適用的本地或外地法律、法例、法規、付款要求、指示、指引、規則、實務守則，不論是否與兩個或以上司法管轄區的政府或監管機關之間訂立的政府與政府間的協議有關；及(ii)中信証券經紀香港或任何其他其中信証券國際集團公司，視情況而定）與任何司法管轄區的任何政府或稅務機關之間的協議；包括但不限於 FATCA 及任何中信証券集團公司訂立的任何協議和按照 FATCA 而簽訂的任何適用的政府與政府之間的協議；
- 「**被授權人**」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証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）。在中信証券經紀香港未收到客戶合適的書面通知撤銷該項授權前，該等人士應為有效之被授權人。客戶如屬個人，除客戶另行通知中信証券經紀香港外，獲授權人士應包括客戶本人。「**被授權人**」亦指多位被授權人中的任何一位；
- 「**美國商品期貨交易委員會**」具有本條款及條件第26條給予的涵義；
- 「**客戶款項規則**」指監證不時修訂的證券及期貨條例149條下訂立之證券及期貨（客戶款項）規則（香港法例5711章）；
- 「**客戶款項常設授權**」指客戶賦予中信証券經紀香港之客戶款項常設授權。該客戶款項常設授權根據第14條的條款訂立，並經不時修訂或補充；
- 「**中信証券國際**」指中信証券國際有限公司；
- 「**各中信証券國際集團公司**」指中信証券經紀香港在 FATCA 下的任何聯屬實體；而「**中信証券國際集團公司**」則指他們任何之一；
- 「**保管代理人**」指中信証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、聯繫人、分保管人、代名人。此等人士代中信証券經紀香港持有證券或其他資產、收取或支付、交付或交換各類證券及其他資產或代中信証券經紀香港履行其作為協議項下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**」指含中信証券經紀香港所需客戶資料的並由中信証券經紀香港指定格式的客戶資料表格；

- 「**資料**」指後附關於私隱條例的通函內定義的個人資料或資訊；
- 「**電子指示**」具有本條款及條件第16.2條給予的涵義；
- 「**違約事項**」具有本條款及條件第17.2條給予的涵義；
- 「**交易所**」指香港聯合交易所有限公司；
- 「**FATCA**」指美國的《1986年國內稅收法》（不時修訂）第1471至1474條以及任何聯屬、類似或相似的法例、條約、政府與政府間的協議、法規、指示或不論香港以內或以外的任何管轄區的任何機關的其他官方指引；
- 「**港元**」具有本條款及條件第26條給予的涵義；
- 「**香港**」指中華人民共和國香港特別行政區；
- 「**身份資料**」具有本條款及條件第5.2條給予的涵義；
- 「**指示**」是指中信証券經紀香港真誠地相信是由客戶或被授權人發出的書面、口頭或電子通訊，並為免存疑，應包括電子指示；
- 「**貸款**」具有本條款及條件第6.7條給予的涵義；

- 「**損失**」指任何損失、損害賠償、訴訟、申索、索求、行動、責任、訟費、罰則、罰款、稅項、費用及支出不等，包括但不限於任何直接或間接、特別或招致的損失（不論有關合約方是否悉悉發生該等損失的可能性或對其有合理預期）、任何盈利損失、收入損失、商譽或聲譽的損害、損失合約或生意機會、損失款項用途、無法收回款項、錯誤繳付款項、利息及任何其他對第三方任何性質的責任；
- 「**市場要求**」指所有憲法、法律、規則、法規、附例、慣例做法、裁定、解釋、標準、規定條款、相關市場、政府或監管機關、交易所和結算所的任何徵費和行政要求；
- 「**客戶款項**」具有本條款及條件第14.1給予的涵義；
- 「**新上市證券**」具有本條款及條件第6.7條給予的涵義；
- 「**境外電子交易板**」具有本條款及條件第26條給予的涵義；
- 「**要約**」具有本條款及條件第6.7條給予的涵義；
- 「**私隱條例**」指香港法例第486章《個人資料（私隱）條例》；
- 「**人士**」指個人、法團、公司、合夥業務、合資企業、信託、產業、有限責任公司、非法團組織或其他實體；
- 「**潛在違約事項**」具有本條款及條件第15.1條給予的涵義；
- 「**規定條款**」指按照某特定市場的市場要求屬強制性而中信証券經紀香港與該市場某參與者簽訂以其中信証券經紀香港執行指示其於該市場進行的交易的任何客戶協議的條款；

- 「**退款**」具有本條款及條件第6.9條給予的意思；
- 「**相關人士**」具有本條款及條件第3.5條給予的意思；
- 「**還款日**」具有本條款及條件第6.10條給予的涵義；
- 「**規管人**」具有本條款及條件第5.1條給予的涵義；
- 「**附表**」具有本條款及條件第15.1條給予的涵義；
- 「**證券**」指(1)股票、股份、基金單位及其他股本證券，(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)任何其他不同類型的投資，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，或由私人配售或公開發售；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類型的文件）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就上述任何投資產品可行使的權益，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**」指中信証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；
- 「**系統服務**」具以下第16.1條之釋義；

「**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証券經紀香港客戶的其他銀行戶口；

- 「**證券交易委員會**」具有本條款及條件第26條給予的涵義；
- 「**證監會**」指香港證券及期貨事務監察委員會；
- 「**證券及期貨條例**」指香港法例第571章《證券及期貨條例》；
- 「**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) 該客戶具有可用以轉換為或換取與該指示相關的證券的其他證券的所有權；
 - (iii) 該客戶具有可取得與該指示相關的證券的期權；
 - (iv) 該客戶具有可認購及可收取與該指示相關的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；

- 「**供應商**」具有本條款及條件第16.2條給予的涵義；
- 「**系統**」具有本條款及條件第16.2條給予的涵義；
- 「**第三方供應部件**」具有本條款及條件第16.2條給予的涵義；
- 「**最終受益人**」具有本條款及條件第5.2條給予的涵義；

1.2 本協議內使用的單數詞應包括其複數詞，而對某性別的提述包括所有各種性別。對人士的提述包括商號、獨資公司、合夥商號及公司，反之亦然。

1.3 標題：本條款及條件中任何條款的標題或題稱並不應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交易。
- 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証券經紀香港並自行負擔相關的費用及開支。在中信証券經紀香港確實收悉證券之前，證券並不會記錄入證券戶口。
- 2.3 中信証券經紀香港將會在收到指示後在合理可行的情況下盡快安排轉移至證券戶口內，客戶之證券予其指示中所指定之第三方，惟須符合以下規定：
 - (a) 客戶須負責促使第三方收取由中信証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) 當證券正在進行轉移至中信証券經紀香港或保管代理人並以中信証券經紀香港或保管代理人之名登記時，證券不得被轉移；及
 - (c) 客戶須無欠付中信証券經紀香港任何債項。

3. 指示及服務

- 3.1 中信証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、應收款項或金錢，但中信証券經紀香港擁有全權及絕對酌情權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此等不接受指示之原因而起或與其有關的損失而負責。在不損前述一般性的前提下，若任何指示不清晰、或若中信証券經紀香港收到矛盾的指示、或若中信証券經紀香港真誠地相信指示涉及欺詐、偽造或未經驗權或若執行任何該指示會違反對客戶、被授權人及/或中信証券經紀香港適用的法律或規例，中信証券經紀香港可拒絕執行。
- 3.2 如客戶及/或被授權人由多於一人組成，中信証券經紀香港可接納及執行其任其中一人下達的指示。
- 3.3 儘管客戶與中信証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之條款另有所指，中信証券經紀香港獲授權（但並無義務）接納及履行任何透過電話、電子或其他媒介給予的或本協議有關任何證券交易或證券戶口之款項轉移的指示。任何有關證券戶口或協議的指示若由任何一位能報上或鍵入證券戶口之帳戶號碼及其他中信証券經紀香港要求的資料之士所發出，該指示將被視為是由客戶發出的適當、有效及具有約束力之指示。
- 3.4 中信証券經紀香港可視所給予的指示為完全授權及對客戶具約束力，不論給予指示當時之情況或該等指示之性質或數額，及該等指示有任何錯誤、誤會、缺乏清晰、傳達錯誤、欺詐、偽造或未經驗權（惟由香港具管轄權法院最終及司法程序確定中信証券經紀香港之嚴重疏忽、欺詐或蓄意過失則屬例外）。客戶同意對中信証券經紀香港有明確責任，以防止其收到任何欺詐、偽造、錯誤或未經驗權的指示。中信証券經紀香港沒有責任查詢指示之真實性或證實發出或聲稱發出指示人士之身份、權力或真誠。
- 3.5 客戶並無條件地及不可撤回地同意全數彌償中信証券經紀香港及其聯屬人和他們各自的董事、股東、高級人員、僱員、代表或代理（合稱「**相關人士**」），並確保中信証券經紀香港及其聯屬人和相關人士不會（不論是直接或間接）由於按照本條款的規定同意執行及/或執行指示而受損害或蒙受損失。
- 3.6 中信証券經紀香港為客戶的執行代理人，而不會對客戶或其當事人的任何證券交易的價值或特點作任何保證。
- 3.7 中信証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並以何種形式執行客戶的證券交易。中信証券經紀香港慣常為客戶的執行代理人，若中信証券經紀香港本身作為客戶的交易對手，則將會在有關的成交單據中向其作出披露。中信証券經紀香港將無須就源自有關的交易中所得的任何佣金、報酬、利潤或其他利益向客戶作出任何交代。當中信証券經紀香港作為客戶的執行代理人，並與另一經紀訂約，就任何交易向該客戶提供服務時，客戶確認，在此情況下，中信証券經紀香港應被視為已經代客戶訂立該等交易，該協議應亦作相應解釋。倘若中信証券經紀香港介紹客戶給另一實體（不論是否中信証券經紀香港的其中一位聯屬人，也不論是否在外地），而客戶與該實體訂立了獨立於該協議的直接合同關係時，客戶確認，中信証券經紀香港無須就該實體任何種類或性質的任何行為或遺漏（包括因為該實體一方的欺詐、疏忽或故意違約而導致的）對其負責。
- 3.8 除非該客戶向中信証券經紀香港提供令中信証券經紀香港滿意之證明以通知中信証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。客戶進一步承諾在執行指示時，明示中信証券經紀香港提供服務或禁止客戶使用該等服務或中信証券經紀香港不能對客戶執行此等本條款及條件的國家或司法管轄區使用中信証券經紀香港提供的服務。
- 3.10 客戶在透過電子媒介使用中信証券經紀香港的任何服務時，會採取合理審慎措施，包括但不限於每次接達中信証券經紀香港的任何服務完畢時（包括但不限於以電腦）關閉瀏覽器或清除瀏覽器的快捷。
- 3.11 中信証券經紀香港可按其絕對酌情權決定行使或避免任何中信証券經紀香港認為需要或合宜的行動，以符合適用法律法規及/或市場要求及/或防止或補救違反事項，中信証券經紀香港及其聯屬人和相關人士均不應就任何行動或行為而產生或與此有關的任何申索、損失及損毀（不論是直接或間接）為客戶或其當事人負責。再者，中信証券經紀香港為了符合適用法律法規及/或市場要求而作出或不作出的任何事情對客戶具法律約束力。
- 3.12 客戶承諾不參與任何導致中信証券經紀香港、其聯屬人或相關人士違反適用法律法規及/或市場要求，並應彌償、保護及使中信証券經紀香港、其聯屬人和相關人士不受客戶在該協議的法律責任下任何違反適用法律及法例的行為而產生或與此協議有關的任何損失、申索、賠償及責任的損害，包括任何中信証券經紀香港、其聯屬人或相關人士合理及需要招致的費用。
- 3.13 客戶應履行所有有關市場及交易所（包括但不限於證券及期貨（合約限量及須申報的持倉量）規例）適用的申報要求，及不超過根據相關市場及交易所規定的合約限量的合約限量及須申報的持倉量所載之期貨類別及種類訂明限額（如有）。客戶承認中信証券經紀香港不屬（適用法律法規要求除外）為客戶的交易指示、申報或匯報責任（包括根據證券及期貨條例第XV部或相等法例）負責，並承諾不依賴中信証券經紀香港解除適用法律法規下的交易指示、申報或匯報責任。

4. 角色衝突、保留回佣及非金錢利益安排

4.1 中信證券經紀香港可透過代理人及/或以直接或間接方式（或透過中信證券經紀香港另一客戶）與中信證券經紀香港的關聯對手客戶（不須事先取得客戶同意）執行交易，儘管有可能產生利益衝突。即使中信證券經紀香港或其聯屬人有直接或間接利益（不論重大與否），中信證券經紀香港可代客戶（不須事先取得客戶同意）執行交易，包括但不限於：作為另一代理人；作為當事人出售其財產；在交易中從其他方及/或客戶收取及保留其佣金；在知悉其他相關交易情況下執行交易；作為證券或其他客戶買賣之證券或其他投資的持有人、經銷人或市場莊家，以其他方式對發行證券或證券發行人有所參與或持有權益。中信證券經紀香港如獲得任何有關利益或在事件中產生實際或潛在利益衝突，應採取合理步驟確保客戶在事件中獲得公平對待。

4.2 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服務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報告。

4.3 在任何情況下，如中信證券經紀香港或任何其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)向客戶披露有關回佣及其大概價值。

4.4 中信證券經紀香港亦可能有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. 客戶資料

5.1 中信證券經紀香港、其聯屬人和相關人士獲授權對客戶及其當事人進行或促使他人對客戶及其當事人進行信貸調查或任何檢查和查詢（包括但不限於盡職調查、法律及/或監管調查及/或檢查），並就此接觸任何相關各方包括客戶的銀行。受限於本條款及條件第 22.6 條和客戶在私隱條例下的權利，中信證券經紀香港及其聯屬人獲授權披露所取得的任何此等資料給：

- (a) 任何交易所、市場、結算所、上市公司、官方機構或規管機構包括交易所和證監會（合稱「**規管人**」）以便協助該規管人進行其調查或查詢；及
- (b) 其任何分公司或聯屬人和他們的任何高級人員或僱員；
- (c) 中信證券經紀香港及其聯屬人的任何專業顧問；及
- (d) 任何第三者服務提供者、經紀、代理、保管人、結算所、存管處或關於執行指示或符合中信證券經紀香港在該協議下對客戶負有的義務的類似機構。

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出指示；及

(b) 「**身份資料**」一詞，就任何人士而言，指該等人士的真實及全部的身份證明，包括該等人的別名、地址、職業及聯絡詳情。

5.3 客戶同意如果中信證券經紀香港或其任何聯屬人已從規管人接獲有關一宗交易的查詢，包括關於交易的查詢，以下條文將適用：

(a) 客戶須應中信證券經紀香港的要求，即時向中信證券經紀香港、相關聯屬人或規管人提供所要求提供的資料，其中可能包括進行交易戶口（不論是全權委託或非全權委託性質的）的客戶的當事人的身份及聯絡詳情、帳戶資料、客戶或其當事人的財務及任何其他資料，以及交易的最終受益人，或如最終受益人為不同人士，則為交易發出指示的各方；

(b) 如果客戶正就一項集體投資計劃、全權委託戶口或酌情信託進行交易，客戶須應中信證券經紀香港的要求，即時提供集體投資計劃、全權委託戶口或酌情信託的身份及聯絡詳情，以及指示客戶代表集體投資計劃、全權委託戶口或酌情信託進行交易的該等人士的身份及聯絡詳情；

(c) 如果客戶正就一項集體投資計劃、全權委託戶口或酌情信託進行交易，客戶須在可行情況下，於其代表集體投資計劃、全權委託戶口或酌情信託的投資全權委託失效時，盡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（即時提供發出該交易指示的人士或（若適用）給予指示以至於該交易指示被發出的人士的身份及聯絡詳情；

(d) 如果客戶知悉其客戶為相關客戶的中介人，而並不知悉為其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的要求，就有關交易即時向對其發出交易指示的客戶，要求取得該等資料，並於從其客戶取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) 如果客戶處於具備客戶保密法例的司法管轄區，彼同意根據以上條文披露資料。如果客戶代表其客戶行事，而有關保密法禁止作出披露，客戶將促使該宗交易最終受益人的同意，披露其所根據以上段落要求的資料。此外，客戶作為一名客戶，同意豁免任何適用客戶保密法例所提供的保障，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受益人對該等保障作出書面豁免。

客戶根據此等條款所履行的責任於任何交易完成或此協議終止後依然有效。

5.4 客戶應遵守第 5.3 條的規定，客戶承諾在中信證券經紀香港或其任何聯屬人不時要求下向其提供有關客戶的身份資料、帳戶資料、財政狀況和中信證券經紀香港要求的關於客戶或其當事人的任何其他資料（包括但不限於對證券戶口及/或透過證券戶口進行的交易合同中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或其任何聯屬人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（於客戶指示時）作為其代理，就新上市公司的公開售股及/或在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的有關公開售股及/或配售的任何招股書及其他股件文件，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 客戶確認及聲明，其向中信證券經紀香港作出指示，就新上市公司的公開售股及/或在交易所上市公司的證券配售申請認購或購買證券時：

- (a) 彼已閱讀及了解相關的招股書、申請表格及/或其他相關股件文件，以及彼之申請須符合有關招股書、申請表格及/或其他股件文件（包括相關發行人確定證券最終定價的酌情權）訂明之條款及條件，或如果沒有任何書面股件文件，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/或其他相關股件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一切應有的權力，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（或以其他方式）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/或其他相關股件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（或其代理人）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（或其代理人）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致，在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和相關人士均毋須就該等拒絕或部份接納向客戶或任何其他人士負責。

6.5 如果中信證券經紀香港代表其客戶作出大量申請，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的接納通知（「**接納通知**」），向客戶支付一項貸款（「**貸款**」），專門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要約納入接納通知。中信證券經紀香港一旦發出接納通知，客戶應不得撤銷要約。

5.8 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。

5.9 儘管申請是由中信證券經紀香港代客戶發出，若由於申請不成功，發行人或賣方退還的任何性質付款（「**退還款項**」），而該款項不超過客戶結欠的貸款及未償還的款項，客戶對該等款項均無任何權利、所有權、利益或申索。

5.10 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的首日，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，退還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，無論其時是在接納通知註明的償還日期（「**償還日**」）之前或之後。

5.11 客戶同意收款銀行、保管人或代名人可向中信證券經紀香港即時繳付所有有關不成功申請的退還款項，中信證券經紀香港獲授權指示收款銀行、保管人或代名人採取其認為適當或其他適當行動，取得該等款項。

5.12 客戶謹此授權中信證券經紀香港全權酌情質押及賦予新上市證券及所有與認購新上市證券的款項（包括退還款項）任何性質的抵押權益（包括所有從中獲得的權利及權益），並以任何向中信證券經紀香港繳款全部或部分貸款資金提供通融的任何第三方作為受益人。

5.13 客戶應簽訂及簽署所有轉讓書、授權書、委託書及其他文件，並執行所有中信證券經紀香港要求的行動及事宜，使中信證券經紀香港及任何有關人士可完全取得此第 6 條提及的抵押權益，包括但不限於完成中信證券經紀香港的新上市證券擁有權或使中信證券經紀香港以其代名人或任何其他第三方的名義授予該新上市證券。

5.14 客戶須按照接納通知所訂之息率，向中信證券經紀香港繳付貸款利息，有關利息應就由客戶提取貸款當日（如接納通知所訂明）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。

5.15 在沒限制第 10 條的一般性的前提下，若客戶未有在償還日償還該貸款，中信證券經紀香港擁有絕對權利在毋須通知客戶的情況下，以中信證券經紀香港認為合適及適當的方式及價格出售全部或部分新上市證券，及攤分其款項以償還尚未繳納的貸款、有關出售的費用及任何累計的費用及利息。客戶無權就任何出售造成的损失向中信證券經紀香港申索。

5.16 客戶同意完全彌償及使中信證券經紀香港、其聯屬人及相關人士不受任何對中信證券經紀香港、其聯屬人及相關人士的申索、行動、責任及法律程序的損害，並承擔該等人士可能承受與此貸款有關的所有損失（包括法律費用）。中信證券經紀香港、其聯屬人及相關人士在任何情況下毋須對客戶的任何損失及因透過或向其完成申請的任何商號或公司違約、破產、行動或疏忽招致的損失負責。

7. 抵銷

7.1 在不抵觸此條款已向中信證券經紀香港或其聯屬人作出的其他授權下，客戶授權中信證券經紀香港或其聯屬人可（在不對任何損失負責下）將中信證券經紀香港或其聯屬人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帳款。客戶同意授權中信證券經紀香港處置其持有的任何客戶證券，以結清任何客戶負有由中信證券經紀香港或其有聯繫實體（按證券及期貨條例定義）或任何其他人士承擔或替其承擔的任何責任。

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，根據適用法律法規，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地考慮市場慣例及對客戶是否公平後，將有關交易向其客戶分配，惟相對中信證券經紀香港為自己賬戶的指示，客戶的指示將獲優先處理。

8.3 對於因為通訊設施的損壞或失靈而導致指示的傳送出現延誤或失敗，或任何其他中信證券經紀香港無法控制的爭議或失敗，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況下除外）。

8.6 客戶有責任向中信證券經紀香港查詢其任何指示是否已獲執行。在替客戶執行指示後，中信證券經紀香港將會向客戶發出交易確認，期後亦將定期向客戶發出結單，總結客戶的賬戶於結單涵蓋期間內透過證券戶口所進行的交易。除上述交易確認及結單外，中信證券經紀香港並無義務向客戶通知其指示是否已獲執行。客戶同意其有責任確保每一交易確認及結單按查詢及取閱該所需之時間內收妥。如果客戶並未收到有關文件，客戶有責任向中信證券經紀香港遞送一份該等文件。客戶承諾從中信證券經紀香港收到每一交易確認後的二十四小時內及在收到結單後的七天內核實其準確性，並於結單內任何差異、遺漏、錯誤、不準確或不正確之處於有關限期前通知中信證券經紀香港。在上述期限完結時，中信證券經紀香港在交易確認或結單所列明的記錄對客戶而言為確證而無須再取得進一步的證據。

8.7 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衍生產品的詳細說明和任何招股書或其他招股文件。

8.8 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資料或任何其他事宜。客戶特此同意中信證券經紀香港進行該等電話錄音。

9. 指示

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，客戶應在按照中信證券經紀香港或有關的交易所或結算所要求的到期交收日向中信證券經紀香港支付尚結算的款項或交付可交付的形式的證券。如果在到期交收日期當天，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) 如屬售賣交易，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。

儘管有第 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關連同有關購買所需繳付的有關印花稅、經紀佣金、交易及任何其他徵費及其他費用及開支；及
- (b) 不執行任何賣出指示，除非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。

9.3 客戶須向中信證券經紀香港繳付就客戶的交易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（包括根據全數彌償基礎計算的法律費用）。

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交收戶口或其他由客戶指定的銀行戶口，或由客戶親身提取或將抬頭為客戶的淨額收益支票派遞（風險由客戶承擔）至客戶列明的地址。

10. 抵押及金錢轉移

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）和按協議規定在任何時候由中信證券經紀香港代表客戶為安全保管所持有的所有款項和其他財產須向中信證券經紀香港予以押記或由中信證券經紀香港為其利益持有，押記形式為第一優先固定持續抵押，旨在支付及/或解除客戶對中信證券經紀香港在本協議下的所有及任何債務及責任。對於該等抵押而言：

- (a) 該等抵押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其他該等證券所積累或提出的款項或財產；
- (b) 當客戶未有應要求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利在無須反該信的原則及在無須通知客戶的情況下，以其認為合適的時間、方式、價格和條件出售或反該信由其有關聯實體提出的

- 方式處置全部或部份該等證券（由中信證券經紀香港選擇）。在前述各種情況下，中信證券經紀香港均須就任何該等行動向客戶負責（嚴重疏忽或蓄意違責除外），並可將上述出售或變質取得的淨資金及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，用於結清客戶對中信證券經紀香港或其關聯實體或任何第三方負有所需承擔的任何責任；
- (c) 在不損害前述(b)子段的規定下，如果貸款及累計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適合的時間、方式及合理的代價，出售或以其他方式由其關聯實體提出的方式處置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限、所有權及利息）而毋須事先通知客戶，於前述各種情況下，中信證券經紀香港均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除外），並可將上述出售或變質取得的淨資金，按中信證券經紀香港選擇的先後次序，用於解除貸款及任何累計的費用及累算利息；及
- (d) 該等抵押是一種持續的抵押，不受任何中期付款的影響，並應附加於及及影響任何留置權、抵銷權或在任何時候中信證券經紀香港持有就客戶其對中信證券經紀香港的債務提供的其他抵押（該等抵押並不受以上權利或抵押影響），亦不受任何有關的解除、更改、放棄強制實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 在適用法律法規及／或市場要求容許下，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／或賦予中信證券經紀香港、其代理人或任何購買方或其他人士之名義下，以全面獲取此項抵押的利益，並致在此條款項下提供的抵押得以完備。

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此條款下所獲得的其他授權的原則下）：

- (a) 指示客戶任何時候持有戶口的任何聯屬人和銀行，（包括但不限於中信銀行國際有限公司）、存款公司或其他人士、商號或公司（簡稱「存款持有人」），代表客戶將客戶不時存放在與聯屬人或存款持有人於任何時間所開立的戶口內的資金轉移到該客戶與中信證券經紀香港所開立的戶口內及／或客戶任何時候在任何聯屬人持有的其他戶口內；
- (b) 將客戶不時存放在與中信證券經紀香港所開立的戶口內的所有資金轉移到該客戶與任何聯屬人不時維持的任何戶口內；
- (c) 給予任何聯屬人和任何存款持有人上述授權的通知；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及／或證券戶口的資料。

在此第10條中，「**聯屬人**」一詞就有關公司而言，指其子公司、該公司的控股公司及該控股公司的任何公司。

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十二個月。有關授權可根據適用法律及規則由客戶在(i)協議訂立之日份份的最後一天；及(ii)隨後每個曆年的最後一天；或之前以書面方式同意延續或視為延續該授權，每次延續的有效期為十二個月。

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設立或允許存續押記、質押或其他產權負擔（本協議下設立的除外）。

10.6 中信證券經紀香港就代客戶持有的任何現金扣除所賺取或收取的任何利息應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. 保存及代理服務

11.1 除非客戶另有書面說明，由中信證券經紀香港為客戶持有或保管的任何證券應由中信證券經紀香港或保管代理人根據有關交易所或規管機構之適用法律及規定持有或保管。中信證券經紀香港毋須交回給客戶或中信證券經紀香港從客戶或其其他證券或代表證券的證書。中信證券經紀香港可交回給客戶相同類型和額度的其他證券或代表證券的證書。中信證券經紀香港的責任僅為在開立證券戶口的辦事處交給客戶相同類型和額度的證券或代表證券的證書，但毋須就由中信證券經紀香港或其代理人代為存放或持有的任何證券之損失或損毀負責（因中信證券經紀香港或其代理人的嚴重疏忽或蓄意失責所造成的損失和損毀除外）。

11.2 中信證券經紀香港毋須致力促使證券戶口購入或由中信證券經紀香港收取轉入證券戶口賬目的證券的轉讓登記。

11.3 客戶應妥善及準時繳付所有有關不時就證券戶口內任何的證券的未繳款項所作出的催付及客戶就證券戶口內任何的證券不時按法例應付的其他款項。如有違反本條規定，中信證券經紀香港可在其認為合適的情況下代客戶繳付。客戶在收到催繳通知時，必須立即悉數連同中信證券經紀香港因此而招致的費用及開支一併歸還中信證券經紀香港。

11.4 除客戶為交收其證券交易向中信證券經紀香港支付的現金外，任何為客戶持有的現金將存入結算戶口或證券戶口內。

11.5 凡證券以保管代理人的名義登記，客戶承認此等證券是按保管代理人不時生效的標準條件及條款持有。中信證券經紀香港或保管代理人毋須將有關證券的任何通告、委託書或其他文件或通訊轉交給客戶，除非中信證券經紀香港控制有關證券，在該情況下中信證券經紀香港對客戶的義務及責任僅限於即時回應客戶任何合理要求，提供中信證券經紀香港當時持有有關證券的任何文件團行動的資料。即使有以上規定，如中信證券經紀香港或保管代理人酌情釐定需就此等證券採取任何行動，而又未能遵照第20條之規定接觸客戶，或客戶未有給予準時及足夠的指示給中信證券經紀香港，則客戶謹此授權中信證券經紀香港或保管代理人行使絕對酌情權客戶戶口內，包括但不限於就客戶戶口內任何證券以客戶為實益擁有人證券）行使投票權，代表客戶選擇及接收現金股息或以股代息，惟相對於在被認可證券交易所掛牌上市公司的任何證券含任何普通股或其他類別屬於在股東大會於任何情況下均享有投票權的證券或以其他方式對該上市公司之構成有關股本之證券，中信證券經紀香港並沒有該酌情權，其亦不得採取任何行動。除非有詐騙或蓄意失責行為，否則中信證券經紀香港或保管代理人毋須對其的行為負責。客戶保證全數彌償中信證券經紀香港及／或保管代理人因其代客戶持有或保存此等證券而招致之所有費用、收費及開支。

11.6 凡存放在中信證券經紀香港的並非以客戶名義登記之證券，而該證券產生累積股息或分派或利益，應按代客戶持有的證券之總數量或總數額所登記賬存入結算戶口或證券戶口內（凡該等證券的碎股不合資格獲得任何該等股息、分派或利益，則代客戶持有的碎股將不獲攤分該等股息、分派或利益）。在符合適用法律法規的前提下，中信證券經紀香港可為其本身利益，保留或以其他方式處置客戶可能享有的任何碎股權益，及因合併其他客戶持有的碎股而獲得的權益。

11.7 在不違反第11.5條規定的前提下，由任何存放在中信證券經紀香港的證券所產生的供股權應以下列方式處置：

- (a) 中信證券經紀香港將在收到有關供股權文件後的合理時間內知會客戶；及
- (b) 若客戶未能在中信證券經紀香港所訂明需回覆之時間內向中信證券經紀香港發出指示或經已指示中信證券經紀香港其將不會行使該權利，其應被視為客戶已不可撤銷地就該供股權放棄其該權利及資格，並將該權利賦予中信證券經紀香港供其絕對地使用及受益，而中信證券經紀香港有權為其本身之權利及利益（受適用法律法規及／或市場要求限制），以任何其認為合適之方式處理該供股權，而無須向客戶申報利益（如有）。

12. 費用及開支

12.1 中信證券經紀香港將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。客戶必須要求支付關於證券戶口不論任何原因或以何種形式而所產生的任何費用，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。

12.2 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息率收取利息。若中信證券經紀香港未有如上通知客戶，利息將按照(i)中國銀行國際有限公司或(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年利率加年利率6厘計算（兩者以較高者為準）。

13. 彌償

13.1 就所有針對中信證券經紀香港、其聯屬人、保管代理人及相關人士而作出的任何申索、訴訟、責任及所進行的法律程序而言，客戶同意在中信證券經紀香港沒有涉及欺詐，蓄意失責，或嚴重疏忽的前提下全數彌償及承擔中信證券經紀香港、其聯屬人、相關人士及保管代理人就履行其職責或提供其服務或行使在協議項下或關於協議的權利、權力或酌情權，包括由中信證券經紀香港或其聯屬人為保障或強制執行其權利或在協議中的抵押品權益（不論是否因客戶的失責或違約所致）而蒙受的損失（包括法律開支）。

13.2 中信證券經紀香港、其聯屬人和相關人士在任何情況下均毋須對或因保管代理人或任何通過證券戶口交易的人士、商號或公司的任何過失、無力償債、行為或遺漏引致客戶關於該協議而蒙受或產生之任何損失或任何事項負責。

14. 客戶款項常設授權及戶口合併

14.1 客戶款項常設授權涵蓋中信證券經紀香港代客戶在香港持有或收取並存放於一個或多個獨立戶口內的款項（包括非屬於中信證券經紀香港的該等款項產生之任何利息）（「**客戶款項**」）。

14.2 在符合適用法律法規及／或市場要求下，客戶授權中信證券經紀香港：

- (a) 合併或組合從客戶於中信證券經紀香港及／或其聯屬人的任何或所有的獨立戶口（無論該些戶口是客戶獨自或與其他人士共同擁有）及中信證券經紀香港可轉帳獨立戶口之間所存之任何數額之客戶款項，以償還客戶欠付中信證券經紀香港及／或其聯屬人的責任或債務（不論有關責任或債務為實際的、或有的、主要的或附屬的、有抵押的或沒有抵押的或共同的或各別的）；及
- (b) 在任何時候於中信證券經紀香港及／或其聯屬人維持的任何獨立戶口之間來回調動任何數額之客戶款項。

14.3 客戶知悉及同意中信證券經紀香港可行使任何第14.2條所提及的事項，而不須事先知會客戶。

14.4 客戶款項常設授權的授予不應影響中信證券經紀香港或其任何聯屬人就處理獨立戶口內的客戶款項的權利或權力。

14.5 客戶款項常設授權應在協議簽發日期起12個月內有效，並應受限於客戶續期或根據第14.7條提及的客戶款項規定的規定視為續期。

14.6 客戶可於實際規定期間不少於14日前以書面通知中信證券經紀香港撤銷客戶款項常設授權。

14.7 客戶明白假如由中信證券經紀香港在客戶款項常設授權的期限屆滿不少於14日前向客戶發出有關授權將被視為已續期的書面提示，而客戶並不反對在該屆滿日期前將該授權視作被延續，則客戶的授權將在沒有其書面同意的情况下被視為已持續地續期。

14.8 客戶同意中信證券經紀香港除其有權行使的任何一般留置權或其他中信證券經紀香港按法律、合約或其他方式可享有相似的權利外，中信證券經紀香港（或其任何聯屬人）戶口內之任何證券或客戶款項，及抵銷或應用中信證券經紀香港（或其任何聯屬人）欠負客戶的任何責任或債務，不論有關責任或債務為主要的、附屬的、各別的、共同的或以其他貨幣為單位的、是否已經到期或是須確定的或非由協議引致的，如果中信證券經紀香港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該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）可為其使用任何客戶戶口結餘以兌換任何欠債的貨幣，並任何上述兌換可由中信證券經紀香港（視情況而定由其聯屬人）於兌換當日按照外匯兌換市場當時通行的即期匯率（由中信證券經紀香港作出最終決定）進行。若對中信證券經紀香港（或其聯屬人）應負的任何責任為須待確定或屬未來的責任，中信證券經紀香港（或其聯屬人）在經應用本條款項下的抵銷權後，有權就任何該等戶口的任何結餘款項預支支付相等於該等責任的金額，直至該項確定或屬未來的事宜發生為止。在此第14條中，「**聯屬人**」一詞應就有關公司而言，指其子公司、該公司的任何控股公司及該控股公司的任何子公司。

15. 聲明、保證及承諾

15.1 客戶在此向中信證券經紀香港或其聯屬人保證、聲明及承諾如下：

- (a) 客戶現在是以主事人的身分訂立協議，而不是代表任何其他人士進行交易，（除非客戶以書面形式向中信證券經紀香港作出知會），並負責向所有因為按照和根據該協議而進行的交易而導致的債務，中信證券經紀香港及其聯屬人均不會對客戶在何種情況下為行事的任何人士負有責任（除非中信證券經紀香港與該人之間訂立了獨立的客戶關係或除非非中信證券經紀香港另有書面協定）；
- (b) 客戶已取得並將維持任何所需的同意、執照及准許有效，並已採取所有必要的行動使他可合法訂立該協議和每宗交易並履行該協議和每宗交易下的義務，及授予本條款及條件提及的抵押權益和權力；
- (c) 在不影響按照第27條而產生的任何權利或義務下，客戶確認，他們是根據自身的判斷和分析而進行證券交易的；
- (d) 客戶提供的任何資料（包括客戶資料表格中的資料）於協議日期是真實和完整的，當於客戶資料表格中的資料或任何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，中信證券經紀香港應有權依賴客戶資料表格或其他地方中的資料行事。中信證券經紀香港茲此授權對客戶進行信貸調查或核實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) 協議根據其條款構成有效的合約，設定了客戶具法律約束力的義務；
- (f) 協議及其履行及其條款所列的責任亦不會將不：
- (i) 違反任何現行適用的法律、法例、條例、規例或任何對客戶具約束力的法院判決、法令或許可，或違反客戶的公司組織大綱、章程條文或附例（如適用）；或
- (ii) 抵觸或違反或引致任何客戶為締約一方或其約束或對客戶資產具約束力的合約或文件或構成任何失責。
- (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、結算所、銀行或信託公司員工或高級人員、介紹經紀的聯屬人、任何證券經紀或持牌法團的高級人員、合伙人、董事或員工；
- (h) 客戶將為證券戶口內的證券的實益擁有人，並不受任何留置權、押記、衡平法上的權利或其他產權負擔所影響（因協議而產生的除外）；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，或允許證券戶口內的證券或款項存有任任何押記或質押（因協議而產生的除外），或就該等證券或款項授予或據稱授予選擇權；
- (i) 對證券戶口內的每宗交易而言，客戶應為最初負責發出有關指示的人士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（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）；
- (j) 客戶明白其交易之產品的性質及風險，並具有充足的淨值承擔風險及該等交易帶來的潛在虧損；
- (k) 客戶向或已經向中信證券經紀香港及其聯屬人提供的任何資料在任何主要方面均屬準確且沒有誤導成分；

(l) 並無關於客戶而已經發生及／或正在持續的違約事項或可變成違約事項的事項（「**潛在違約事項**」）；及

(m) 就任何資料而言，相關個人已獲全面通知使用其個人資料的目的以及根據私隱條例的要求在私隱條例的附表（「**附表**」）內列明提供其個人資料（包括為了直接促銷的目的），而相關個人已經同意讓其資料根據該等同意（包括由中信證券經紀香港為直接促銷的目的而使用及向第三者提供該等資料），該同意已經取得，而取得的方式足以符合私隱條例的要求，以便中信證券經紀香港及其聯屬人合法使用和轉移附表所列的資料。

15.2 以上的聲明、保證及承諾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。

16. 電子交易服務

16.1 此第16條適用於中信證券經紀香港提供的系統服務（「**系統服務**」），藉此讓客戶連結至由中信證券經紀香港操作的網上證券交易管理系統，以發出電子指示。客戶首次使用系統服務時，應視為已接納本條的條款及細則。

16.2 在此條中，下列詞語及詞句應具下列含意：

- 「**電子指示**」指系統服務及系統的提供及使用而言，中信證券經紀香港真誠地相信客戶或任何被授權人透過系統發出的電子通訊；
- 「**供應商**」指系統供應商及／或操作商；
- 「**系統**」指由電腦組件系統支援的電子系統（包括但不限於直接市場連線服務），連同不時由中信證券經紀香港提供並被客戶使用的任何相關軟件、硬件、設施及服務，以傳遞買賣盤、執行、配對或登記；
- 「**第三方供應部件**」指任何非由中信證券經紀香港或其任何聯屬人提供的系統部件（包括任何關聯軟件、硬件、設施及服務）。

16.3 中信證券經紀香港對有關系統服務及系統不作明示或隱含的保證。客戶知悉該系統非為客戶個別需求開發而是為客戶選擇及客戶應就其意願及按其可承擔的風險按以「**現狀**」使用，中信證券經紀香港不應為客戶的選擇或使用系統而產生的任何後果負責。

16.4 客戶應承擔所有從或透過系統使用或接觸任何數據、檔案、資訊、內容或其他資料（包括但不限於軟件）所帶來的責任及損失風險。

16.5 除非中信證券經紀香港與客戶另有書面協議，客戶須獨自負責安裝及維持任何相關硬件及軟件、與任何供應商達成所有就登入及使用系統所需的一切安排、並符合所有相關系統要求（包括安裝及更新任何適用的保安程序，以及任何由客戶訂立並涉及供應任何系統部件的適用協議）。

16.6 中信證券經紀香港無責任維持透過系統給予的系統服務及資訊，或為其提供任何修改或更新。有效的系統服務及資訊可隨時修改而無須給予事先通知。

16.7 客戶需就系統傳遞予中信證券經紀香港的電子指示及資訊之準確性和完備性及透過給予登入權限而對系統的使用承擔責任。中信證券經紀香港有權依據及遵照該電子指示（毋須就電子指示的

真實性或授權作出盡職調查) 行動, 並視該等資料為準確、完整及經客戶恰當授權及對客戶有約束力。任何中信證券經紀香港按任何有關電子指示及資料執行的任何交易, 不論是否事實上已經由客戶授權執行, 均對客戶具有約束力。電子指示只能經系統或其他中信證券經紀香港與客戶不時共同協議的方式才能撤銷或更改。客戶同意維持足夠的保安程序, 防止任何非經客戶正式授權人士未經授權登入或使用系統, 從而通過系統發出電子指示。在不違反第 16.3 條一般性的原則下, 中信證券經紀香港不會就系統服務及系統的安全性對客戶作明示或隱含的保證, 包括非被授權人士截取或獲取客戶經系統傳遞的資訊的能力。

16.8 中信證券經紀香港可接受客戶向中信證券經紀香港遞交獲中信證券經紀香港認可的核證機關頒發的數碼證書所證明的數碼簽署。中信證券經紀香港可將此數碼簽署視作有關人士的親筆簽名。若該數碼證書已載於儲存庫內, 中信證券經紀香港可推定任何客戶或代其提交之數碼證書為正確。

16.9 中信證券經紀香港在任何情況下對其沒有被恰當及妥善收獲的任何電子指示並無責任。電子指示只會於相關的市場或交易所的正常交易時間執行。

16.10 客戶同意被授權人是系統唯一獲授權用戶, 並且須獨自及全部負責向中信證券經紀香港發給客戶的數碼證書、密碼及/或登入名稱的保密性、安全性及使用。

16.11 除非另有協議, 中信證券經紀香港不會執行任何客戶經系統下達的電子指示, 直至其對客戶在證券戶口中已具備足夠可動用的資金或證券以結算第 9 條所載之有關交易感到滿意。

16.12 除非及直至客戶接獲指示確認書, 確認接獲及/或執行電子指示, 中信證券經紀香港不應被視為已接獲及/或執行透過系統發出的電子指示(須符合依據第 8.6 條發出的確認及定期結單內列明的詳情(如有))。

16.13 客戶確認及同意, 作為中信證券經紀香港提供系統服務及系統的條件, 如果出現以下情況, 客戶須即時通知中信證券經紀香港:

(a) 於發出一項電子指示後, 客戶並未收到任何指示確認書或確認書列載之詳情不正確; 或

(b) 客戶知悉任何對客戶數碼證書、登入名稱或密碼的任何未獲授權使用或披露或存取的情況, 或任何未獲授權的交易已被執行。

16.14 客戶確認其並不擁有任何市場數據的所有權, 及存續於系統組成部份的電腦軟件的知識產權。客戶亦保證不會及不會試圖對任何該組成部份進行擅自改動、修改、解編、還原工程、損毀、銷毀或以其他方式作出改動。

16.15 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, 亦不保證系統服務的可用性。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, 或對系統服務及系統傳送的任何干預或延誤、中斷或失靈、或因非中信證券經紀香港所能控制的情況下產生或導致之其他損失負上任何責任。

16.16 受此第 16 條規限, 中信證券經紀香港、其任何聯屬人或相關人士均不須負責客戶(或任何第三者)由於其透過中信證券經紀香港提供的系統服務或系統引起或任何其他按照客戶發出的電子指示執行的任何交易而採取的行動或未有行動所導致客戶(或任何第三者)遭受的任何損失。

16.17 如因任何不時發生的非中信證券經紀香港能控制的行動、事件或情況, 包括但不限於:

- (a) 工業糾紛、任何政府或官方機構或由多個國家組成的團體或機構或機關或香港以外的交易所或督管機構的行動或規例;
- (b) 服務失誤、延誤、中斷、干擾或不論何處的第三方電子通訊及電訊設備服務供應商遇到之操作困難;
- (c) 任何通訊、電訊或電腦服務或電子器材暫停、故障、延誤、干擾或失常(按每單一事件計, 不論屬全部或部分、暫時或永久);
- (d) 第三方未有履行完成交易所必需責任;
- (e) 暫停或限制在任何交易所或市場進行交易或任何有關交易所、結算所及/或經紀人以任何理由未能完成其各自的責任; 及
- (f) 法院命令、火災、戰爭、天然災害、恐怖襲擊、暴動或內亂, 而導致中信證券經紀香港未能履行、中斷或延遲履行其在本條款項下的責任,

則中信證券經紀香港或任何其聯屬人或任何相關人士均須為客戶(或任何第三者)因此遭受或招致任何形式的任何損失承擔責任。

16.18 中信證券經紀香港或其聯屬人或任何相關人士均不需就下列情況導致客戶或任何第三者遭受的任何直接或間接損失負責:

- (a) 客戶的選擇及/或使用(不論是被授權人或其他人士)系統或任何其他與中信證券經紀香港通訊的部件;
- (b) 客戶以任何原因無法登入或使用系統服務或系統或其他部件;
- (c) 系統無法傳遞(或延誤傳遞)任何電子指示(包括已收到電子指示的通知, 如有)或執行或拒絕該電子指示的通知; 或
- (d) 因系統或可影響系統的器材或軟件錯誤或失常、或任何系統性能限制或任何系統部件供應商或操作商出現的錯誤, 而造成任何由客戶向中信證券經紀香港發出的錯誤或遺漏的電子指示。

16.19 中信證券經紀香港不會有關任何第三者供應部件、客戶選擇或(包括但不限於就客戶使用該第三者供應部件的適切性、該第三者供應部件的可用性、準確性、性能、表現或可依賴性)作任何性質的明示或隱含擔保、保證或陳述, 中信證券經紀香港的代理人並無權力同意相反規定。在適用法律許可的範圍內, 所有有關該等事宜的明示或隱含、法定或其他形式的陳述或保證均應被明確排除。

16.20 中信證券經紀香港可依其全權酌情權決定就客戶對系統的使用(即中信證券經紀香港作為供應商)或就客戶傳遞予中信證券經紀香港而中信證券經紀香港可經系統接受的電子指示或其他通訊(無論中信證券經紀香港是供應商與否)的類型不時訂立限制及限額。

16.21 任何中信證券經紀香港保留關於經系統通訊的電子指示及資訊的記錄均為該等事宜不可推翻之證據(除有明顯錯誤的情況下), 及應為中信證券經紀香港之財產。

17. 失責

17.1 即使本條款或客戶與中信證券經紀香港之間簽訂的任何其他協議中有任何其他條款與條件規定, 客戶須應中信證券經紀香港要求或在到期時(以較早者為準)支付其欠中信證券經紀香港的全部債務(無論是實際的或的、現存的或將來的), 並客戶須在中信證券經紀香港要求時存入一定款額的可運用資金、證券或其他資產, 並須維持令中信證券經紀香港感到滿意的保證或中信證券經紀香港或其聯屬人作為成員或中信證券經紀香港或其聯屬人對其具有責任的交易所、市場或主管當局制定的規則所要求的保證押品。每項該等保證押品必須在中信證券經紀香港要求時立即提供。

17.2 如在任何時間發生一宗或多宗以下事項(「**違約事項**」), 在不損害本條款及條件的其他條款下, 中信證券經紀香港或其聯屬人可按其絕對酌情決定行使本第 17.2 條下的一項或多項權利,

- i. 客戶沒有在到期時作出付款或作出或接受任何財產交付;
- ii. 客戶沒有按要求履行或符合其於協議下的任何義務, 包括但不限於沒有提供保證金或其變更調整;
- iii. 就客戶或其聯屬人的破產或無力償債提起任何程序或針對客戶或其聯屬人的任何資產和收入的任何法律程序(包括但不限於無力償債、破產、行政或類似程序的標的物, 或就其清盤或清算提出申請);
- iv. 客戶變成或看來無力償債、不能支付其到期的債務或與債權人或為了債權人的利益而訂立一般轉讓、安排或和解安排;
- v. 對客戶在中信證券經紀香港的證券戶口採取任何扣押;
- vi. 客戶在本條款及條件下作出或被視為作出或給予的任何聲明、保證或陳述在作出或給予或被視為作出或給予當時在任何主要方面不正確或有誤導成分;
- vii. 中信證券經紀香港或其聯屬人認為必須或適宜防止出現其相信可能違反適用法律法規及/或市場要求或違反良好市場做法準則的行動; 或
- viii. 中信證券經紀香港或其聯屬人認為必須或適宜保障自己, 或發生了中信證券經紀香港合理相信可能對於客戶履行或符合其於該協議下的義務的能力有重大不利影響的事項。

(1) 如有上文提及的任何違約事項, 或(2) 每當因保證金或保證不足或其他原因、或為履行任何有關的交易所、結算所或經紀的任何規定, 以致中斷中信證券經紀香港或其聯屬人認為有需要保障其權益, (a) 中信證券經紀香港或其聯屬人可拒絕接受任何進一步指示; 及 (b) 中信證券經紀香港或其聯屬人可關閉代客戶持有的所有或任何證券戶口。在發生任何違約事項或任何證券戶口結束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或其聯屬人所有款項(亦包括未到期及未有要求作出繳付的款項(如有))將即時到期, 並須在中信證券經紀香港或其聯屬人作出付款要求下立即清繳。中信證券經紀香港或其聯屬人茲聲明可撤銷授權, 並可在未向客戶作任何形式的催繳或在沒有通知客戶的情況下, 在任何通常進行交易的交易所或期貨交易所或以私人出售或購入(按情況而定)的方式, 運用其全權酌情權(指在時間或條件及其他方面)買入任何或所有客戶戶口中短倉之證券及/或運用任何所有由中信證券經紀香港或其聯屬人代

客戶持有的證券、及/或結束任何未平仓合約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或其聯屬人均不須就其在上述所作出的任何行動對客戶負上任何責任。在不抵觸客戶的就任何虧欠所須承擔責任的情況下, 任何由有關賣出而獲得的淨收入或任何從有關入收取的證券將由中信證券經紀香港或其聯屬人決定以任其挑選的次序用作抵銷客戶欠中信證券經紀香港或其聯屬人的欠款或在中信證券經紀香港或其聯屬人所持有的短倉。在不損害且附加於任何一般留置、抵銷權或中信證券經紀香港或其聯屬人根據本條款及條件在法律或其他方面享有的類似權利下, 在違約事項發生之後

任何時間或當潛在違約事項已經發生並正在持續時, 客戶明確授予中信證券經紀香港或其聯屬人:(a) 關於其在中信證券經紀香港或其聯屬人為任何目的而持有或中信證券經紀香港或其聯屬人為客戶在任何帳戶(不論是個人或與其他人士共同持有的帳戶)執行或由中信證券經紀香港或其聯屬人管有的任何款項(為免引起疑問, 包括但不限於任何存款或保證金付款)、證券、商品或其他財產的全部或其部分權益的一般留置。

17.3 在中信證券經紀香港或其聯屬人採取第 17.2 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。

17.4 為了情況下中信證券經紀香港或其聯屬人在任何破產、清盤、債務重整、債務安排或類似的法律程序下, 中信證券經紀香港或其聯屬人享有就其對客戶作出全盤索回及提出債權證明的權利, 中信證券經紀香港或其聯屬人可把根據該廣告或變現證券後所獲得的收入轉入暫記帳。

18. 投資資料

18.1 儘管中信證券經紀香港向客戶提供任何資料、建議或文件, 客戶完全明白其進行的任何交易僅為其按照個人獨自之判斷及酌情權而進行。

18.2 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任何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。

19. 終止

19. 協議的任何一方可向對方給予不少於兩個工作日(星期六、日或香港公眾假期除外)的事先書面通知終止協議。縱使有此規定, 中信證券經紀香港有權在發生任何違約事項或第 17.2 條所述的事項時立即終止協議。終止協議將不會影響中信證券經紀香港或其聯屬人在終止協議之前執行的指示或影響任何一方在終止之前所訂計可享有的任何權利、權力、責任及義務。特別是客戶給予的任何保證、聲明、承諾和彌償在該終止後仍然有效。

19.2 在終止協議後, 客戶應即時向中信證券經紀香港或其聯屬人付還任何到期欠款或高欠付的款項。

20. 通知

20.1 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, 在交付時間後已妥為送達;
- (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, 則在顯示傳真已完整地送發的報告發出時視為已妥為送達。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, 按中信證券經紀香港同意不時經客戶通知的其他地址、傳真號碼、電郵地址或其他指定方式發出。

20.2 就任何由客戶作出的通訊或通知, 客戶必須獨自承擔所有有關風險, 並當在中信證券經紀香港實際收到有關通知後方能生效。

20.3 客戶同意中信證券經紀香港可以電子形式(「**電子通訊**」)向客戶發出任何通知、成交單據、交易確認、結單及通訊(如有)。客戶同意接受及承擔有關發送及接收電子通訊的所有風險, 其風險包括但不限於:

- (a) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊在本質上是不可靠的媒介, 可能因互聯網不可預測的交通阻塞、所使用媒體的公眾性質及其他因素), 導致干擾、傳輸中斷、延遲、傳輸或錯誤資料傳輸;
- (b) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊可能未被執行或被延誤; 及
- (c) 透過互聯網或其他電子媒介傳遞、發送及接收的個人資料可能未被授權的第三方獲取。客戶確認及同意中信證券經紀香港或其聯屬人或相關人士對以上情況招致或有關的後果無須對客戶或任何其他人士承擔任何責任或負責, 並特此免除所有向中信證券經紀香港及有關人士就上述事宜索賠的權利。

20.4 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所有按本條款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為止。任何客戶或其授權代表未有的通知、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視為合適的方式或偽造。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或由此引至的所有損失。

21. 聯名戶口

21.1 如果客戶包括一名以上人士(每名人士為「**聯名戶口持有人**」), 證券戶口將為擁有生存者取得權的聯名戶口。於任何一名該等聯名戶口持有人身故, 該已故人士於證券戶口的權益, 將歸於尚存人士所有。

21.2 每名聯名戶口持有人須共同及各別承擔責任。

21.3 任何一名聯名戶口持有人身故不會構成協議的終止。

21.4 中信證券經紀香港對任何一名聯名戶口持有人作出的任何通知、付款或交付, 應為中信證券經紀香港已完全地及充分地履行其根據協議通知、存款或交付的責任。

21.5 如果任何一名聯名戶口持有人喪失行為能力或被頒布破產令, 或如果證券戶口的操作受到任何法院法令或任何主管當局對其中一名聯名戶口持有人發出通知的影響, 證券戶口的操作(包括提取或轉移資金或證券)將會暫時中止, 直至破產管理人或接管人已委任或獲得接管人或破產管理署長同意或法院法令已經解除或有關通知已被撤銷為止(視情況而定)。

22. 一般條款

22.1 在協議中所述的時間於各方面均為重要要素。

22.2 協議中並無任何條款應視為排除、排除或限制客戶或中信證券經紀香港在香港法例或規例下之任何權利或義務, 惟在該等法例或規例下容許之範圍除外。

22.3 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期、合法性及可執行性在任何方面均不受影響或損害。

22.4 (a) 協議應讓中信證券經紀香港、客戶及其各自的繼承人、及(在符合本第 22.4 條的前提下)任何享有中信證券經紀香港在協議中部份或所有權利或義務的獲准許承讓人或受讓人受益, 並對上述人士具約束力。

(b) 客戶不得轉移或轉讓其在協議中所有或任何的權利或義務。

(c) 中信證券經紀香港可轉讓或轉移其在協議中所有或部份的權利、利益及義務, 並可向潛在的承讓人或受讓人或擬就協議與中信證券經紀香港簽訂合約安排的任何其他人士披露任何中信證券經紀香港認為合適用作該等合約安排之用的資料。

22.5 中信證券經紀香港未有或延遲行使協議的任何權利、權力或特權不應視為放棄該等權利, 而單一或部份行使、執行或寬免任何該等權利、權力或特權亦不妨礙中信證券經紀香港作進一步行使或執行有關權利、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。

22.6 客戶同意中信證券經紀香港在客戶資料表格中或以其他方式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。若客戶未能向中信證券經紀香港提供該等資料, 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查詢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取得的任何其他客戶的資料可披露予中信證券經紀香港不時發出經修訂或補充有關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。在不損前述的前提下, 中信證券經紀香港可在交易所、證監會或任何規管人的要求下, 向交易所或證監會提供證券戶口的詳情以協助交易所或證監會進行任何調查或查詢。

22.7 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末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每次需付的款項及開支負責。此外, 中信證券經紀香港有權, 客戶亦明白及同意中信證券經紀香港有權, 就該日於任何時候透露客戶的個人資料予收數公司。

22.8 如協議所載資料有任何重大改變, 每一方均須就此知會對方(為免生疑問, 所指包括客戶資料表格)。

22.9 只要中信證券經紀香港及其聯屬人和相關人士按誠信原則下行事, 中信證券經紀香港及其聯屬人

和相關人士便無須就任何延遲或未有履行義務及因此而導致的任何損失承擔責任。此外，中信證券經紀香港、其聯屬人及相關人士無須對任何直接或間接地源自任何其無控制的事件所引致的任何損失或任何後果負責，包括但不限於政府限額、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、恐怖主義行為或恐怖主義行為的桐嚇、自然災害及任何中信證券經紀香港的控制範圍以外的其他情況。

22.10 客戶須在有關到期日或在中信證券經紀香港接受時支付的該條款項下應繳付的所有款額，及應繳付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、關稅、課稅或作任何其他性質的預扣或扣減。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、須繳付稅款或任何其他其他的預扣（除有關中信證券經紀香港應付的稅款外），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該等扣減、繳付稅款或預扣任何金額前中信證券經紀香港應收的款項。

22.11 客戶謹此確認已收到及閱讀本協議的中英文版本，並且其明白和接納本協議的條款。如中、英文版本有任何歧異，概以客戶於客戶資料表格中選擇為管轄語文的版本為準。

22.12 本條款及條件廢除及取代之前的所有委託及協議，除非客戶與中信證券經紀香港另作出書面安排，任何其後開設的戶口將按本條款及條件操作。

22.13 本條款及條件各項條款均不可由不屬本條款及條件的簽署方的人士按照《合同（第三者權利）條例》（香港法例第 623 章）強制執行，由中信證券經紀香港的聯屬人及他們的相關人士作出的除外。本條款及條件授予第三者的任何權利不包括轉讓權，而廢除或更改本條款及條件不需要得到他們的同意。

23. 修改

23.1 中信證券經紀香港有權隨時修改，增加或刪除任何條款及條件、附錄、結尾、確認書、成交單據、條款書、收費表、認購文件或協議的其他部分。中信證券經紀香港有絕對權力，以其認為適當方式向客戶發布此等修訂，包括但不限於透過其網站發布或透過書面通知客戶此等修訂（或其任何相關部分）。客戶亦可隨時於中信證券經紀香港網頁上查看最新版本的協議。客戶如希望繼續維持其賬戶或使用中信證券經紀香港所提供的任何服務，則被視為接受修訂的協議並受其約束。

24. 管轄法律及適用規定

24.1 協議及協議中的所有權利、義務及責任均受香港之法律所管限及據其解釋。

24.2 就任何與協議產生的糾紛而言，客戶同意接受香港法院的非獨有司法管轄權管轄，但接受該管轄並不損害中信證券經紀香港於任何其他具有司法管轄權的法院向客戶提出起訴之權利。

24.3 若客戶為在香港以外地方居住或註冊的人士或公司，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所有通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟，任何送達法律文件至該法律文件接收人，即構成為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，而客戶亦已於客戶資料表格或按照本條款第 20.1 條向中信證券經紀香港提供香港的地址（「**香港地址**」）的前提下，同意就在香港法院進行的法律訴訟以及郵遞或送交方式將法律文件送達該香港地址，即構成對客戶妥為送達法律文件。

24.4 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）（包括但不限於交易所、香港中央結算有限公司和香港聯合交易所期權結算所有限公司）不時制訂當時適用的章程、附則、規則、判決、規定、交易徵費和其他關稅和慣例費用（包括但不限有關交易或結算的徵費），並遵從任何政府或監管當局的一切法律、規定和法令及其不時適用的修訂。中信證券經紀香港茲獲授權依照有關交易所、市場或結算公司頒布的規則收取任何該等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其他聯屬人均可作為代表客戶進行任何交易時交易的另一方。

25. 仲裁

25.1 中信證券經紀香港擁有全權的選擇權及絕對酌量權，決定凡因本協議引致或與本協議相關的任何爭議、爭執或申索、或由此導致的違約、終止或失效，須根據現時效的《聯合國際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解決。指定仲裁員的機構為香港國際仲裁中心。仲裁須於香港國際仲裁中心進行，並須由一名仲裁員仲裁。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規則進行，包括《聯合國際國際貿易法委員會仲裁規則》所包含的附加規則。仲裁程序所使用的語言應為英語。

26. 風險披露聲明

客戶應於作出投資前，知悉金融市場存在的多種不同風險。本風險披露聲明未能載列所有風險，並且可能不時經由附加風險披露修訂或補充。

證券交易的風險 客戶知悉證券價格常有變動，並有時可能會非常波動。證券價格可升可跌，甚至可變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

買賣創板股份份的風險 創板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績或在無當預測未來盈利的情況下在創板上市。創板股份可能非常波動及流動性很低。客戶僅應在經審慎及仔細考慮後，才作出有關的投資決定。創板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他認識程度足夠的投資者。現時有關創板股份的資料只可以在香港聯合交易所有限公司所換作的互聯網網站上找到。創板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如客戶對本風險披露聲明的內容或創板市場的性質及在買賣創板股份所涉及或指出的任何不明白或不理解之處，應尋求獨立的專業意見。

在香港以外地區收取或持有客戶資產的風險 中信證券經紀香港在香港以外地區收取或持有客戶資產將受到有關海外司法管轄區適用的法律和規則所監管，而該等法律和規則與規則及期貨條例（香港法律第 571 章）及其規則或有不同。因此，該客戶資產未必能享有在香港收取或持有客戶資產所能獲得的相同保障。

人民幣計值證券的特定風險

1. 人民幣證券受匯率波動影響，而匯率波動可能產生機會或風險。客戶如將人民幣兌換為港幣或其他外幣時，可能受人民幣匯率波動影響而招致損失。
2. 目前人民幣並非完全可自由兌換，而通過銀行進行人民幣兌換亦受每日限額限制及不時適用的其他限制。客戶務須留意不時適用的有關兌換的限制及其變動。如客戶需兌換的人民幣金額超過每日限額，須預留時間以備兌換。
3. 客戶如希望透過銀行收取人民幣款項（例如售賣收益及股息），應開立人民幣銀行戶口作交收之用。
4. 結算及成交單據所示任何與人民幣證券交易有關的人民幣兌換乃基於交易所在有關交易日上午十一時正或交易所不時規定的其他時間就該貨幣所提供的現行匯率而進行。但是，實際於交收或其他兌換日進行的人民幣兌換將由中信證券經紀香港以主事人的身份按市場當時通行匯率而決定之匯率進行。
5. 如客戶提供用於交收之款額為人民幣以外之貨幣，中信證券經紀香港將以主事人的身份按市場當時通行匯率以其所決定之匯率將交收之款額兌換為人民幣。
6. 人民幣證券將以人民幣交易及交收，但所有交易相關費用（包括印花稅、證監會交易徵費及交易所交易費）均會由中信證券經紀香港代表客戶以港幣支付予稅務局、證監會及交易所（視情況而定）。在人民幣交收款項中，中信證券經紀香港會將相當於交易相關費用的款額兌換成港元以作交收之用。就交易相關費用的外匯兌換所產生的任何收益或虧損應由中信證券經紀香港（而非客戶）負責。客戶無權就上述貨幣兌換產生的任何收益作出任何索償。

提供代存郵件的授權書的風險 假如客戶已申請使用中信證券經紀香港的信件留存服務，客戶須盡速親身收取所有成交單據、確認及結單，並加以詳細閱讀，以確保可及時察到任何差異或錯誤。

在香港聯合交易所有限公司買美國證券交易所證券的風險 按照納斯達克-美國證券交易所試驗計劃（試驗計劃）掛牌買賣的證券是針對認識程度足夠的投資者為對象。客戶在買賣該項試驗計劃的證券之前，應先諮詢中信證券經紀香港的意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

期權交易的風險 買賣期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了附帶執行買賣盤，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。客戶仍然要對其戶口內任何因此而出現的缺欠數額負責。因此，客戶在買賣前應研究及理解期權，以及根據本身的財政狀況及投資目標，仔細考慮該等買賣是否適合客戶。如果客戶買賣期權，便應熟悉行使期權及期權到期的程序，以及客戶在行使期權及期權當時的權利與責任。

交易設施

電子交易設施是由基於電腦部件的系統支援，用以路由、執行、配對、登記指示或結算交易。與所有設施及系統一樣，它們會遭受短暫干擾或失靈。客戶追討若干虧損的能力可能受限於系統供應商、市場、結算行及／或參與就承擔責任而實施的限制。該等限制可能有異，客戶應就此方面向與其交易的商號詢問詳情。

電子交易 於一個電子交易系統上進行交易可能有別於在其他電子交易系統上進行交易。如果客戶在一個電子交易系統上進行交易，客戶將要面對與系統相關（包括硬件及軟件失靈）的風險。任何系統故障可能導致未能按照客戶的指令執行指示，又或根本沒有執行客戶的指示。

交易所以外進行交易的風險 於若干的司法管轄區，並且僅限於受管制的情况下，某些商號可獲准進行交易以外的交易，與客戶交易的商號可能作為客戶在該交管的對手方。情況是有可能獲准以或不能將現有倉盤平倉、評估價值、確定公平價值或評估所面對的風險。因此，此等交易可能涉及更大風險。交易所以外進行的交易可能監管較少或由另一個監管機制監管。客戶於進行該等交易前應熟悉適用的規則及其伴隨的風險。

於交易所買賣的衍生權證、投資於衍生工具的基金、牛熊證及股票掛鈎票據（以下統稱「衍生產品」）的風險 以下的風險披露並無註明衍生產品的所有風險。客戶若對衍生產品的風險有任何考慮或疑問，客戶應在作出任何投資決定前，諮詢獨立專業顧問的意見。客戶於投資衍生產品前，應該先評估其承受風險的能力及財務狀況、產品特性及發行人的信用借貸能力。除非客戶完全明白及願意承擔投資衍生產品的風險，包括虧蝕投資本金的全數，否則不應投資衍生產品。

投資衍生產品的一般風險

1. 衍生產品是複雜及具槓桿效應的產品，並涉及高度風險。
2. 衍生產品是有期限的及將於到期日失效。衍生產品的時間值會隨時間而遞減，並於到期日時變成完全沒有價值，造成投資本金全數虧蝕。
3. 衍生產品的價格波動遠高於其相關資產的價格波幅。衍生產品的價格會取決於多項因素，包括但不限於利率、距離衍生產品到期的剩餘時間、相關資產的價格、與衍生產品聯繫的相關資產價格的波幅、相關證券的流通量等。這些因素的輕微波動，可能導致衍生產品的價格大幅改變。當兩個或以上的因素同時對衍生產品行使效力，衍生產品的價格可能會難以預測。
4. 衍生產品有機會流通量不足。若衍生產品的相關資產暫停買賣，衍生產品的交易亦可能會被暫停。流通量提供者有可能是該衍生產品的唯一市場參與者，因此衍生產品的次級市場可能是有限的。客戶不獲保證可隨時按其意願平倉。
5. 客戶會面對有關衍生產品的交易對手風險。若衍生產品的發行人及／或保證人失責，客戶可能損失全部投資本金。

衍生權證的特定風險 衍生權證是一項投資工具，予以投資者權利（但非責任）在指定日期或之前以預定價格購入或出售相關資產（例如股票）。衍生權證有機會流通量不足。當衍生權證流通量提供者認為衍生權證的公平價值為低於 HK\$0.01，流通量提供者沒有責任提供衍生權證置盤價。有關衍生權證在到期時可能會完全沒有價值。客戶可能需持有該衍生權證直至到期，並客戶可能損失全部投資本金。

投資於衍生工具的交易所買賣基金的特定風險 交易所買賣基金可投資於股份指數期貨合約及其他衍生工具。衍生工具價格變化幅度甚大，並偶爾會出現急速之大幅變動。與傳統證券相比，衍生工具較容易受利率變動或市價突然波動所影響，原因為衍生工具所要求之按金較少，且衍生工具所涉及之槓桿效應極高。故此，衍生工具出現相對較為輕微之價格變動，有可能即時導致交易所買賣基金蒙受重大損失（或收益）。倘交易所買賣基金投資於衍生工具而非只投資於傳統證券，其損失亦會受重大損失。此外，不少衍生工具均不在證券交易所買賣。因此，進行非只於衍生工具交易之交易所買賣基金須承受因該交易所買賣基金之任何交易對手未能或拒絕履行合約責任之風險，因而令交易所買賣基金須承受額外流動性風險。由於場外衍生工具市場一般並非由政府機關監管，而該等市場之參與者亦毋須就買賣之合約持續作價，故此上述之風險亦會受到影響。

牛熊證的特定風險 牛熊證設有固定到期日，並緊貼相關資產（例如股票、指數、商品及貨幣）的價格表現而釐定。其最大回報通常受限於一個預先訂定的金額。如相關資產的價格走勢與客戶的預期出現重大程度的相反，客戶可能損失全部投資本金。大部份的股票掛鈎票據並非低風險產品。客戶須承受發行商的信貸風險，而其回報主要視乎相關資產價格的未來走勢。股票掛鈎票據是涉及衍生工具的結構性產品。其最大回報是有上限的，但其潛在損失可能很大。客戶在決定投資前閱讀所有有關銷售文件，以了解股票掛鈎票據的特性及風險，均為猶其重要。

股票掛鈎票據的特定風險 股票掛鈎票據是由票據／存款與期權結合而成，其回報是基於相關資產的價格表現而釐定。其最大回報通常受限於一個預先訂定的金額。如相關資產的價格走勢與客戶的預期出現重大程度的相反，客戶可能損失全部投資本金。大部份的股票掛鈎票據並非低風險產品。客戶須承受發行商的信貸風險，而其回報主要視乎相關資產價格的未來走勢。股票掛鈎票據是涉及衍生工具的結構性產品。其最大回報是有上限的，但其潛在損失可能很大。客戶在決定投資前閱讀所有有關銷售文件，以了解股票掛鈎票據的特性及風險，均為猶其重要。

投資美國交易所上市或場外交易證券或美國衍生工具的特定風險 客戶在投資任何受美國法律規管市場的證券或證券類型的工具前，應先了解適用於該等交易的美國規則。美國法律通常適用於美國市場交易，無論客戶所屬的國家法律是否亦同時適用。有眾多（但此非指全部）股票、債券及期權均在美國證券交易所掛牌及交易。納斯達克以往是交易商之間的場外交易市場，現亦已成為一家美國交易所。就在交易所上市的股票、債券及期權而言，每家交易所會發布補充美國證券交易委員會規例的規則，以保障在該交易所進行買賣證券的個人及機構。交易所亦可以繼續利用交易所掛牌或非交易所掛牌的工具進行場外交易。就未能在交易所掛牌的證券，其交易可以透過在場外電子交易板或載有代理（非真正的）交易商報價之交易商之間的粉紅價單進行。這些交易設施是在納斯達克以外設置。證券權受美國證券交易委員會及該期權掛牌的證券交易所之規例管轄。期貨合約或商品例如小麥或黃金的期權受美國商品期貨交易委員會之規例管轄。商業期權例如房地產期權則不受美國證券交易委員會或美國商品期貨交易委員會之規例限制。無論客戶意欲投資在美國交易所掛牌的證券、場外交易證券或衍生工具（如期權或期貨），客戶應了解監管該客戶擬進行交易之市場的有關規例。投資任何此等衍生工具均會涉及高風險，但一般而言，沒有場外交易所掛牌要求的衍生工具會傾向使風險增加及衍生工具市場的性質傾向使風險進一步增加。須在電子交易板的莊家不能使用電子媒介與其他交易商溝通以執行交易。他們必須以手工方式與市場溝通，即使用標準電話線與其他交易商溝通以執行交易，此舉可能會引致延遲與市場溝通。若在同時間交易量增加，可引致場外電子交易板的證券價格波動擴大及執行時間遲延甚長。客戶在市場收盤時應加倍審慎，並完全了解有關場外電子交易板交易的風險。市場數據如報價、交易量及市場大小可能或未必與納斯達克或掛牌證券預期般一樣保持現況更新。因參與場外證券市場的莊家數目可能較少，該證券的流通量可能大幅較在市場掛牌證券的流通量低。因此，客戶的指示可能只獲部分執行，甚至全部不獲執行。此外，市場落盤所收到的價格可能與輸入買賣盤時的報價有明顯的不同。當某一證券的股份交易減少，可引致賣出／買入價的差距加大及造成價格波動。在某些情況下，未必能在合理時間內為場外證券平倉。場外交易證券的發行商並無責任向投資者提供資訊、與證券交易委員會維持登記或向投資者提供定期報告。

27. 合適性

倘若中信證券經紀香港向閣下（客戶）游說出售或推薦任何金融產品，該金融產品必須在顧及閣下的財務狀況、投資經驗和投資目的下合理適合閣下。本公司要求閣下簽署的本條款及條件任何其他條文或任何其他文件及本公司要求閣下作出的任何陳述均不會減損本條的效力。

孖展證券貸款條款

致：中信証券經紀（香港）有限公司

香港中環添美道1號
中信大廈26樓

證券及期貨條例（香港法例第571章）之持牌法團，獲准進行第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 中央編號：AAE879

鑑於中信証券經紀（香港）有限公司（「**中信証券經紀香港**」）同意在本人／吾等（「**客戶**」）的要求下向客戶提供或繼續提供孖展證券貸款，客戶同意受下列條款所約束：

1. 定義及釋義

- 1.1 此等條款補充中信証券經紀香港的證券買賣條款（及其不時修改及／或補充的版本）。若此等條款與中信証券經紀香港的證券買賣條款有任何差異之處，均以此等條款為準。在此等條款中任何對「協議」的提述，均指證券買賣條款（經此等條款所修改及補充）中所定義的「協議」。
- 1.2 中信証券經紀香港的證券買賣條款（及其不時修改及／或補充的版本）中所定義的詞句，除非此等條款另有所指，在此等條款中應具有相同意義。
- 1.3 在此等條款中，下列詞語及詞句具下列解釋：

「**合資格證券**」指中信証券經紀香港不時按其酌情權訂定並通知客戶的該等證券；

「**市價**」就任何個別證券於任何特定時間而言，指中信証券經紀香港按其絕對酌情權決定有關證券於有關時間在相同種類證券一般買賣的市場上可得之市價；

「**孖展**」指客戶存入或此後於任何時間中信証券經紀香港確認需要存入、轉移或導致轉移至由中信証券經紀香港或其代名人持有的金錢及合資格證券，作為證券戶口的抵押品；

「**孖展證券貸款**」指中信証券經紀香港不時按協議及中信証券經紀香港及客戶不時同意的特定條款的規定向客戶提供的可循環使用信貸融通，並包括按協議記帳入證券戶口中的借貸款額；

「**孖展百分率**」指客戶獲准就孖展向中信証券經紀香港貸款（或以其他方式取得的財務融通）的合資格證券市價的最高百分比；

「**欠款**」指客戶於任何有關時間客戶在孖展證券貸款項下或因其他原因而向中信証券經紀香港承擔的全部責任（不論是現有或將來的、實際或須待確定的、共同或個別的）；

- 1.4 在此等條款中，凡提及「**條**」均指對此等條款中的條款。
- 1.5 如此等條款適用，客戶戶口應作為一個孖展戶口。

2. 孖展證券貸款

- 2.1 孖展證券貸款的限額應為中信証券經紀香港不時通知客戶的金額。
- 2.2 孖展證券貸款的用途是為客戶通過其證券戶口不時購入或持有為中信証券經紀香港所接受的證券提供融資。
- 2.3 中信証券經紀香港有權按其絕對酌情權於任何時間通知客戶增加或減少孖展證券貸款的限額、取消或終止孖展證券貸款、拒絕按孖展證券貸款提供任何借貸（不論其限額是否已超越）、或要求立即償還按協議項下就孖展證券貸款或其他原因當時欠付中信証券經紀香港的所有或任何金額（不論是本金、利息或其他）。
- 2.4 在沒有明顯錯誤的情況下，由中信証券經紀香港出具指明客戶按孖展證券貸款或其他原因在任何特定時間到期並須向中信証券經紀香港繳付結欠金額的證書應對客戶為最終證明並具約束力。
- 2.5 中信証券經紀香港茲此獲授權以孖展證券貸款支帳，以作支付客戶就其購買證券應付中信証券經紀香港的金額或應付中信証券經紀香港的任何佣金或其他費用或開支。

3. 孖展通知

- 3.1 客戶應維持孖展，並當中信証券經紀香港按其絕對酌情權確定需要就孖展百分率及孖展證券貸款提供足夠的擔保及應中信証券經紀香港要求，按照中信証券經紀香港列明的該等金額、方式及時間、繳付金額或將額外孖展金額存入一個指定戶口（「**孖展通知**」）。孖展通知必須以動用資金或存入證券及／或其他由中信証券經紀香港列明及客戶擁有良好且無產權負擔的業權的資產繳付。除非孖展通知在所訂明的時間內被履行，中信証券經紀香港可按其絕對酌情權，拒絕接納任何指示而毋須對因其不接納或不進行任何指示而產生或與之有關的任何損失負責。
- 3.2 儘管有第3.1條的規定，中信証券經紀香港無責任通知客戶未能維持孖展。如果中信証券經紀香港單獨認為其按照第3.1條催繳額外孖展為不切實可行（包括但不限於發生以下情況的轉變或發展）：
 - (a) 涉及本地、國家或國際貨幣、金融、經濟或政局或外匯管制可能出現轉變，導致或中信証券經紀香港認為可能導致香港或其他地區的股票、貨幣、商品或期貨市場出現重大或不利波動；或
 - (b) 產生可能對客戶的情況或營運有重大不利影響的狀況，則中信証券經紀香港應被視為已按其確定的方式及／或金額作出孖展通知，而客戶須繳付該即時到期的額外孖展。
- 3.3 (a) 如果客戶未能維持孖展或未有履行中信証券經紀香港作出的孖展通知，或中信証券經紀香港已取消或終止孖展證券貸款，中信証券經紀香港可在無須中索、通知、採取法律程序或其他行動下於有關市場或以私人協議形式按中信証券經紀香港絕對酌情權認為適合的條款在並不受任何客戶的信托、索償、贖回權利及衡平行法的權利的影響下出售、變現、贖回、清算或以其他方式處置證券戶口內的證券或其任何部分。
(b) 任何因上述出售、變現、贖回、清算或處置而取得的款項將按照中信証券經紀香港所撰写的先後次序處理，直至欠負中信証券經紀香港的欠款經已償付或已維持所需的孖展。在一般情況下，中信証券經紀香港只會出售、變現、贖回、清算或處置足以滿足上述要求的數量的證券。無論如何，中信証券經紀香港無須因出售、變現、贖回、清算或處置多於足以滿足上述要求的證券而對客戶負上任何責任。客戶無權向中信証券經紀香港就任何因上述的出售、變現、贖回、清算或處置或計劃出售、變現、贖回、清算或處置而引起的損失向中信証券經紀香港作出任何索償，不論引起有關損失的原因，亦不論有關證券若延遲或提早出售、變現、贖回、清算或處置或其他原因會否取得更好的價格。
- 3.4 客戶承諾彌償中信証券經紀香港及其高級職員、僱員及代理人任何因客戶違反其在協議下之責任而引致或與此有關之任何損失、費用、索償、責任或開支，包括中信証券經紀香港在合理及需要之情況下承擔的任何費用。
- 3.5 本第3條應不抵觸證券買賣條款中給予中信証券經紀香港的權利及權力，包括但不限於該條款中的第10條及第17條。

4. 利息

- 4.1 客戶應向中信証券經紀香港支付就欠款按中信証券經紀香港不時通知客戶的利率計算的利息。除非另行訂明，利息將從貸款日起按每年365日的基準每日累計，並將不時附加於及組成欠款的一部分，利息按月累計記入證券戶口借帳。

5. 權力

- 5.1 在不影響此等條款下賦予中信証券經紀香港的其它權力的原則，並在每個個別交易作為獨立於中信証券經紀香港與客戶之間或由中信証券經紀香港代表客戶進行的任何其他交易的情況下，中信証券經紀香港茲獲授權代表客戶放棄管有或控制由中信証券經紀香港或其代名人持有或代客戶持有的所有或任何證券，並在各種情況下按照適用法律、規則、規定及客戶不時授予中信証券經紀香港的任何授權的規定，出借、出售、寄存、押記或再押記全部或任何該

等證券。客戶現授權中信証券經紀香港：

- (a) 將任何客戶的證券及證券抵押品存放於認可財務機構（按銀行條例定義），作為提供予向中信証券經紀香港財務通融的抵押品；
 - (b) 根據證券及期貨（客戶款項）規則按證券借貸協議運用客戶的證券及證券抵押品；
 - (c) 將客戶的證券及證券抵押品存放於(1)認可結算所或(2)另一獲發牌或獲註冊進行證券交易的中介人，作為解除中信証券經紀香港的結算義務和滿足中信証券經紀香港的結算責任的抵押品。
- 5.2 客戶知悉在取得按第5.1條所授予或提及的權力及客戶可能授予的任何其他權力後，中信証券經紀香港應可自由地按照該等授權及在適用的法律和法規容許的範圍內買賣客戶之證券。按上述第5.1條客戶的授權之有效期為由本條款之日期起計不多於12個月，並可於訂立協議的曆年完結或之前續期，隨後之每個曆年按次延續12個月。若中信証券經紀香港於現有授權期限屆滿前最少14日向客戶發出書面通告，而客戶在該授權期限屆滿前未有通知中信証券經紀香港表明反對，則該授權應視為已被續期。上文提及的該通告應提醒客戶有關授權期限行將屆滿及通知客戶除非客戶表示反對，客戶的授權將會以本條列出的相同條款續期，為期為12個月。客戶可書面通知中信証券經紀香港撤銷有關授權，而該授權撤銷將於中信証券經紀香港收到撤銷通知書的實際日期後一個月生效。
 - 5.3 在不影響中信証券經紀香港根據此等條件及條款賦予的累算權利及申索下，當中信証券經紀香港已取消或終止孖展證券貸款，中信証券經紀香港可以行使絕對酌情權，結束客戶的相關證券戶口作為孖展戶口及繼續保持該戶口作為現金戶口，並在此後，經不時修訂及／或補充的中信証券經紀香港證券買賣條件及條款應為唯一適用於該戶口的一切證券買賣及相關服務的條款。

6. 風險披露聲明

金融市場存在種種不同風險，投資者於作出投資前必須留意。此風險披露聲明未能盡錄所有風險，並且可能不時為附加風險披露聲明所修訂或補充。

保證金買賣的風險

藉存放抵押品而取得融資進行交易的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於中信証券經紀香港作為抵押品的現金及任何其他資產。市場情況可能使附帶執行買賣指示，例如「止蝕」或「限價」指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為其戶口內因此而出現的任何缺乏數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否合適客戶。

提供再抵押證券抵押品授權的風險

向中信証券經紀香港提供授權，容許其按照任何證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品再抵押以取得財務通融、或將客戶的證券抵押品存倉，以作為履行及滿足其結算責任及債務的抵押品，存在一定風險。

若客戶的證券或證券抵押品是由中信証券經紀香港在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方行有效。此外，除非客戶是專業投資者，客戶的授權書必須指明其有效期，而該有效期不得超過12個月。若客戶是專業投資者，則此等限制將不適用。

另外，若中信証券經紀香港在有關授權的期限屆滿前最少14日向客戶發出有關授權將被視為已續期的提示，而客戶對於在現有有關授權的期限屆滿前以此方式將該授權延續不表示反對，則客戶的授權將會（即在沒有其書面同意下）被視為已續期。

現時並無任何法規規定客戶必須簽署此等授權書。然而，中信証券經紀香港可能需要有授權書，以作例如向客戶提供保證金貸款或容許將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。中信証券經紀香港應向客戶解釋將為何種目的而使用此等授權。

倘若客戶簽署授權書，並客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置權或可作出押記。雖然中信証券經紀香港須就根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品對客戶負責，但任何中信証券經紀香港的失責行為可能會導致客戶損失其證券或證券抵押品。

包括中信証券經紀香港的大多數交易商均可提供不涉及證券借貸的現金戶口。假如客戶並不需要保證金貸款，或不希望其證券被借出或質押，則客戶不應簽署上述的授權書，並應要求開立此等現金戶口。

中信证券经纪（香港）有限公司

CITIC Securities Brokerage (HK) Limited

证券买卖条款

孖展证券贷款条款

证券买卖条款

致：中信证券经纪（香港）有限公司

香港中环添美道1号
中信大厦26楼

证券及期货条例（香港法例第571章）之持牌法团，获准许进行第1类（证券交易）及第4类（就证券提供意见）受规管活动。
香港联合交易所有限公司参与者
中央编号：AAE879

本人/吾等（简称「**客户**」）特此同意下列条款将适用于中信证券经纪（香港）有限公司（简称「**中信证券经纪香港**」）或「**本公司**」按其绝对酌情权不时向客户提供的所有证券交易服务及相关服务。本不时修订及/或补充之条款及条件（以及任何附件）及由客户或其代表填写的《客户资料表格》以及就有关交易发出的任何确认书，成交单据，条款书及认购文件（或类似性质的文件）（合称「**协议**」）构成其法律约束力的合同，并在客户给予指示时或通过向本行作出买卖指令后生效。中信证券经纪香港可不时按其绝对酌情权决定全部或部分修改本条款及条件。更新版本可见于中信证券经纪香港的网页 www.citics.com.hk。

1. 定义及释义

1.1 在此等条款中，除文另有所指外，下列词语及词句应具有下列含意：

- 「**接纳通知**」具有本条款及条件第6.7条给予的涵义；
- 「**帐户资料**」指关于证券户口的任何资料，包括但不限于帐户号码、帐户结余或价值、帐户的总收入和收支；
- 「**关联方**」就任何特定一方而言，指任何法律实体而在任何时间，此实体直接或间接控制该特定一方、受该特定一方控制或与其共同受到控制或该等实体的董事、高级职员或雇员；
- 「**适用法律法规**」指：(i)任何适用的本地或外地法律、法规、法规、付款要求、指示、指引、规则、实务守则，不论是否与两个或以上司法管辖区的政府或监管机关之间订立的政府与政府间的协议有关；及(ii)中信证券经纪香港（或任何其他中信证券国际集团公司，视情况而定）与任何司法管辖区的任何政府或税务机关之间的协议；包括但不限于 FATCA 及任何中信证券国际集团公司订立的任何协议和按照 FATCA 而签订的任何适用的政府与政府之间的协议；
- 「**被授权人**」指已经被客户指定或按有关公司或其他程序由客户正式授权（有关文件须呈交中信证券经纪香港并须获得其接纳以兹证明）代其执行与本协议有关事宜之个人（多位位之间）在中信证券经纪香港未收到客户合适的书面通知撤销该项授权前，该等人士应为有效之被授权人。客户如属个人，除客户另行通知中信证券经纪香港外，获授权人士应包括客户本人。「**被授权人**」亦指多位被授权人中的任何一位；
- 「**美国商品期货交易委员会**」具有本条款及条件第26条给予的涵义；
- 「**客户款项规则**」指证监会不时修订的证券及期货条例149条下订立之证券及期货（客户款项）规则（香港法例5711章）；
- 「**客户款项常设授权**」指客户赋予中信证券经纪香港之客户款项常设授权。该客户款项常设授权根据第14条的条款订立，并经常不时修订或补充；
- 「**中信证券国际**」指中信证券国际有限公司；
- 「**各中信证券国际集团公司**」指中信证券经纪香港在 FATCA 下的任何附属实体；而「**中信证券国际集团公司**」则指他们任何之一；
- 「**保管代理人**」指中信证券经纪香港在香港或海外地区所雇用的其认为适当之代理人、联系人、分管人、代名人。此等人士代中信证券经纪香港持有证券或其他资产、收取或支付、交付或交换各类证券及其他资产或代中信证券经纪香港履行其作为协议项下所订之保管人责任。为免生疑问，该等保管代理人亦应包括任何结算系统；
- 「**客户资料表格**」指中信证券经纪香港所需客户资料的并由中信证券经纪香港指定格式的客户资料表格；
- 「**资料**」指后附关于隐私条例的函内定义的个人资料或资讯；
- 「**电子指示**」具有本条款及条件第16.2条给予的涵义；
- 「**违约事项**」具有本条款及条件第17.2条给予的涵义；
- 「**交易所**」指香港联合交易所有限公司；
- 「**FATCA**」指美国的《1986年国内税法》（不时修订）第1471至1474条以及任何附属、类似或相似的其他法律、条约、政府与政府间的协议、法规、指示或不论香港以内或以外的任何管辖区的任何机关的其他官方指引；
- 「**港元**」具有本条款及条件第26条给予的涵义；
- 「**香港**」指中华人民共和国香港特别行政区；
- 「**身份资料**」具有本条款及条件第5.2条给予的涵义；
- 「**指示**」是指中信证券经纪香港真诚地相信是由客户或被授权人发出的书面、口头或电子通讯，并为免存疑，应包括电子指示；
- 「**贷款**」具有本条款及条件第6.7条给予的涵义；
- 「**损失**」指任何损失、损害赔偿、诉讼、申索、索求、行动、责任、讼费、刑罚、罚款、税项、费用及支出不等，包括但不限于任何直接或间接、特别或导致的损失（不论有关合约方是否知悉发生该等损失的可能性或对其有合理预测）、任何盈利损失、收入损失、商誉或其他方面的损害、损失合约或生意机会、损失款额用途、无法收回款额、错误缴付款额、利息及任何其他对第三方任何性质的责任；
- 「**市场要求**」指所有宪法、法律、规则、法规、附例、惯例做法、裁定、解释、标准、规定条款、相关市场、政府或监管机关、交易所和结算所的任何费用和行政要求；
- 「**客户款项**」具有本条款及条件第14.1条给予的涵义；
- 「**新上市证券**」具有本条款及条件第6.7条给予的涵义；
- 「**场外电子交易板**」具有本条款及条件第26条给予的涵义；
- 「**要约**」具有本条款及条件第6.7条给予的涵义；
- 「**隐私条例**」指香港法例第486章《个人资料（隐私）条例》；
- 「**人士**」指个人、法团、公司、合伙业务、合资企业、信托、产业、有限责任公司、非法团组织或其他实体；
- 「**潜在违约事项**」具有本条款及条件第15.1条给予的涵义；
- 「**规定条款**」指按照某特定市场的市场要求属强制性而中信证券经纪香港与该市场某参与者签订以使中信证券经纪香港执行指示代其于该市场进行交易的任何客户协议的条款；
- 「**退款**」具有本条款及条件第6.9条给予的意思；
- 「**相关人士**」具有本条款及条件第3.5条给予的意思；
- 「**还款日**」具有本条款及条件第6.10条给予的涵义；
- 「**规管人**」具有本条款及条件第5.1条给予的涵义；
- 「**附表**」具有本条款及条件第15.1条给予的涵义；
- 「**证券**」指(1)股票、股份、基金单位及其他股本证券，(2)债券、票据及其他债务证券，(3)现货及远期合同、期权、权证、期货、顺差合同、掉期、外汇及衍生工具（不论是否与任何上述任何产品或任何金钱、指数或其他资产、物业或物件有关的）及(4)任何其他不同种类的投资，不论该投资产品有否在任何交易所或市场上或进行交易，或由私人配售或公开发售；亦不论该投资产品是否由证书或其他文件（不论是不记名的或是可转让的或其他种类的文件）构成、代表或证明或在发行人、结算所、存管处、保管人或任何其他人士的簿册登记中登录，以构成、代表或证明有权利的权益，亦包括对任何发行人、结算所、存管处、保管人或任何其他人士就上述任何投资产品可行使的权益，及与任何上述投资产品有关的其他权益、利益及收入；

- 「**证券户口**」指中信证券经纪香港以客户的名义在其账簿上开立的用以记录客户证券交易的任何户口；
 - 「**系统服务**」具以下第16.1条之释义；
 - 「**结算户口**」指客户资料表格中指定为结算户口的客户的银行账户或客户不时以书面通知中信证券经纪香港客户的其他银行账户；
 - 「**证券交易委员会**」具有本条款及条件第26条给予的涵义；
 - 「**证监会**」指香港证券及期货事务监察委员会；
 - 「**证券及期货条例**」指香港法例第571章《证券及期货条例》；
 - 「**卖空指示**」指：
 - (a) 除(b)段另有规定外，指为某客户而作出的出售证券指示，而就有关证券而言，该客户凭借以下事实而具有一项即时可行使而不附有条件的权利，以将有关证券转归于其购买人的名下：
 - (i) 该客户已根据某证券借贷协议；
 - (A) 借用有关证券；或
 - (B) 获得该协议的对对手方确认该对手方备有有关证券借予该客户；
 - (ii) 该客户具有可用以转换为或换取与该指示相关的证券的其他证券的所有权；
 - (iii) 该客户具有可取得与该指示相关的证券的期权；
 - (iv) 该客户具有可认购及可收取与该指示相关的证券的权利或认购权证；或
 - (v) 该客户已与另一人缔结或订立属于根据证监会订明的种类的协议或安排；
 - (b) 就(a)(i)、(iii)、(iv)或(v)段而言，如该客户已于作出出售证券指示时发出附有条件的获取有关证券的指示，则不包括该出售证券指示；
 - 「**供应商**」具有本条款及条件第16.2条给予的涵义；
 - 「**系统**」具有本条款及条件第16.2条给予的涵义；
 - 「**第三方供应部件**」具有本条款及条件第16.2条给予的涵义；
 - 「**最终受益人**」具有本条款及条件第5.2条给予的涵义；
- 1.2 本协议内使用的单数词应包括其复数词，而对某性别的提述包括所有各种性别。对人士的提述包括商号、独资公司、合伙商号及公司，反之亦然。
- 1.3 标题：本条款及条件中任何条款的标题或题称并不应影响该条款或其他任何条款的意义。
- ### 2. 证券户口
- 2.1 客户须开立及维持证券户口以记录所有按照协议为客户进行之证券交易。
- 2.2 就有关转移证券入证券户口之事宜，客户须自行安排及指示转让方转让证券予中信证券经纪香港并自行负担相关的费用及开支。在中信证券经纪香港确实收悉证券之前，证券并不会记录入证券户口。
- 2.3 中信证券经纪香港将会在收到指示后在合理可行的情况下尽快安排转移在证券户口内，客户之证券予其指示中所指定之第三方，惟须符合以下规定：
 - (a) 客户须负责促使第三方收取由中信证券经纪香港转移之证券，及负责此等转让之所有处理及转让费用及收费；
 - (b) 当证券正在进行转移至中信证券经纪香港或保管人并以中信证券经纪香港或保管人之名登记时，证券不得被转移；及
 - (c) 客户须无欠付中信证券经纪香港任何款项。
- ### 3. 指示及服务
- 3.1 中信证券经纪香港谨此获授权按照并依据指示为客户买卖证券及以其他方式处理证券户口内或为证券户口持有的证券、应收款项或金钱，但中信证券经纪香港拥有全权及绝对酌情权拒绝接受任何指示而毋须给予任何理由，亦毋须因其不接受或履行此等指示或未有通知客户此等不接受指示之原因而所引起或与其有关的损失而负责。在不损前述一般性的前提下，若任何指示不清晰、或若中信证券经纪香港收到矛盾的指示、或若中信证券经纪香港真诚地相信指示涉及欺诈、伪造或未授权或若执行任何该指示会违反对客户、被授权人及/或中信证券经纪香港适用的法律或规则，中信证券经纪香港可拒绝执行。
- 3.2 如客户及/或被授权人由多于一人组成，中信证券经纪香港可接纳及执行其任其中一人下达的指示。
- 3.3 尽管客户与中信证券经纪香港就规管证券户口之操作签订之开户书或其他协议之条款另有所指，中信证券经纪香港获授权（但并无义务）接纳及履行任何透过电话、电子或其他媒介给予的或就本协议有关任何证券交易或证券户口之款项转移的指示。任何有关证券户口或协议的指示若由任何一位能报上或键入证券户口之帐户号码及其他中信证券经纪香港要求的资料之人士所发出，该指示将被视为是由客户发出的适当、有效及对客户有约束力之指示。
- 3.4 中信证券经纪香港可视为所给予的指示为完全授权及对客户约束力，不论给予指示当时之情况或该等指示之性质或数额，及该等指示有任何错误、误会、缺乏清晰、传达错误、疏忽、伪造或未授权（惟由香港具管辖权法院经最终及司法程序确定中信证券经纪香港之严重疏忽、欺诈或蓄意过失则属例外）。客户同意对中信证券经纪香港有明确责任，以防止其收到任何欺诈、伪造、错误或未授权的指示。中信证券经纪香港没有责任查询指示之真实性或证实发出或声称发出指示人士之身份、权力或真诚。
- 3.5 客户兹无条件地及不可撤回地同意全权授权中信证券经纪香港及其附属人和他们各自的董事、股东及高级人员、雇员、代表或代理（合称「**相关人士**」），并确保中信证券经纪香港及其附属人和相关人士不会（不论是直接或间接）由于按照本条款的规定同意执行及/或执行指示而受损害或蒙受损失。
- 3.6 中信证券经纪香港为客户的执行代理人，而不会对客户或其当事人的任何证券交易的价值或特点作任何保证。
- 3.7 中信证券经纪香港可根据其绝对酌情权决定透过任何附属人、任何交易所或结算所的参与者或有关市场的经纪并以何种形式执行客户的证券交易。中信证券经纪香港惯常为客户的执行代理人，若中信证券经纪香港本身作为客户的交易对手，则将会在有关的成交单据中向客户作出披露。该披露亦应作相应解释。倘若中信证券经纪香港介绍客户给另一实体（不论是否中信证券经纪香港的其中一位附属人，也不论是否在外地），而客户与该实体订立了独立于该协议的直接合同关系时，客户确认，中信证券经纪香港无须就该实体任何种类或性质的任何行为或遗漏（包括为该实体一方的欺诈、疏忽或故意违约而导致的）对其负责。
- 3.8 除非该客户向中信证券经纪香港提供令中信证券经纪香港满意的证明以通知中信证券经纪香港该指示为一项卖空指示，客户承诺其不会涉及任何涉及出售非由其拥有的证券的指示。客户进一步承诺在执行指示时，明示中信证券经纪香港该指示为一项卖空指示及向中信证券经纪香港提供文件证明该指示在可能需要之时间及方式获担保，并提供中信证券经纪香港要求的资料。客户进一步证明，每一市场有其本身关于卖空的监管要求，并承诺遵守每一市场的相关要求。
- 3.9 客户不会及不会试图在任何禁止中信证券经纪香港提供服务或禁止客户使用该等服务或中信证券经纪香港不能对客户执行此等本条款及条件的国家或司法管辖区使用中信证券经纪香港的服务。
- 3.10 客户在透过电子媒介使用中信证券经纪香港的任何服务时，会采取合理审慎措施，包括但不限于每次接洽中信证券经纪香港的任何服务完毕时（包括但不限于以电脑）关闭浏览器或清除浏览器的快捷。
- 3.11 中信证券经纪香港可按其绝对酌情权行使或避免任何中信证券经纪香港认为需要或合宜的行动，以符合适用法律法规及/或市场要求及/或防止或补救违反事项，中信证券经纪香港及其附属人和相关人士均不应就任何行动或无法行动而产生或与此有关的任何申索、损失及损毁（不论是直接或间接）为客户或其当事人负责。再者，中信证券经纪香港为了符合适用法律法规及/或市场要求而作出或不作出的任何事情对客户具法律约束力。
- 3.12 客户承诺不参与任何导致中信证券经纪香港、其附属人或相关人士违反适用法律法规及/或市场要求，并应弥偿、保护及使中信证券经纪香港、其附属人和相关人士不受客户在此协议的法律責任下任何违反适用法律及法例的行为而产生或与此协议有关的任何损失、申索、赔偿及责任的损害，包括任何中信证券经纪香港、其附属人或相关人士合理及需要招致的费用。
- 3.13 客户应履行所有相关市场及交易所（包括但不限于证券及期货（合约限量及须申报的持仓量）规则）适用的申报要求，及不超过根据相关市场及交易所规定的合约限量及须申报的持仓量所载之期货

类别及种类订明限额（如有）。客户承认中信证券经纪香港不应（适用法律法规要求除外）为客户的交易指示、申报或汇报责任（包括根据证券及期货条例第 XV 部或相等条例（如适用））负责，并承诺不依赖中信证券经纪香港解除适用法律法规下的交易指示、申报或汇报责任。

4. 角色冲突、保留回佣及非金钱利益安排

4.1 中信证券经纪香港可透过代理人及/或以直接或间接方式（或透过中信证券经纪香港另一客户）与中信证券经纪香港的关联对手客户（不须事先取得客户同意）执行交易，尽管有可能产生利益冲突。即使中信证券经纪香港或其关联人有直接或间接利益（不论重大与否），中信证券经纪香港可代客户（不须事先取得客户同意）执行交易，包括但不限于：作为另一方代理人；作为当事人出售其财产；在交易中从其他方及/或客户收取及保留其佣金；在知悉其他相关交易情况下执行交易；作为证券或其他客户买卖之证券或其他投资的持有人、经销人或市场庄家，以其他方式对客户发行证券或证券发行人有所参与或持有权益。中信证券经纪香港如获得任何有关利益或在事件中产生实际或潜在利益冲突，应采取合理步骤确保客户在事件中获公平对待。

4.2 中信证券经纪香港可保留其在为客户买卖证券时从经纪或其他人士所获得的(1)任何由该投资产生的现金或金钱性质的回佣；及(2)明显地对客户有利的有关物品及服务及非金钱性质的利益。这些服务可包括，例如：对于个别股票在市场上的相对优势之分析及调查或使用数据、报价服务及其他资料设备。

4.3 在任何情况下，如中信证券经纪香港或其任何关联人士保留现金或金钱性质的回佣，或物品、服务或非金钱性质的利益，中信证券经纪香港必须确保（按情况而定）：(1)交易的执行符合最佳执行条件的原则；(2)由客户支付之经纪佣金并不高于一般提供全面服务的经纪所收取的佣金比率；及(3)向客户披露有关的回佣及其大概价值。

4.4 中信证券经纪香港亦可能为投资组合经理提供物品、服务或现金的回佣，惟此举必须符合证券及期货条例不时订明有关保留回佣、非金钱性质利益及关联交易的规定。

5. 客户资料

5.1 中信证券经纪香港、其关联人和相关人士获授权对客户及其当事人进行或促使他人对客户及其当事人进行信贷调查或任何检查和查询（包括但不限于尽职调查、法律及/或监管调查及/或检查），并就此接触任何相关各方包括客户的银行。受限于本条款及条件第 22.6 条和客户在私隐条例下的权利，中信证券经纪香港及其关联人获授权取得任何此等资料包括：

- 任何交易所、市场、结算所、上市公司、官方机构或监管机构包括交易所和证监会（合称“**规管人**”）以便协助该规管人进行其调查或查询；及
 - 其任何分公司或关联人和他们的任何高级管理人员或雇员；
 - 中信证券经纪香港及其关联人的任何专业顾问；和
 - 任何第三者服务提供者、经纪、代理、保管人、结算所、存管处或关于执行指示或符合中信证券经纪香港在该协议下对客户负有的义务的类似机构。
- 5.2 在协议中：

- 「**最终受益人**」一词指就本协议中信证券经纪香港为客户进行或将进行的任何交易而言的下列个别或每个人士，该人士(i)为委托人，客户在该交易中作为该人士的代理人，或(ii)享有该等交易的商业或经济利益及/或承担其商业或经济风险，或(iii)最终负责为该等交易发出指示；及
- 「**身份资料**」一词，就任何人士而言，指该等人士的真实及全部的身份证明，包括该等人士的别名、地址、职业及联络详情。

5.3 客户同意如果中信证券经纪香港或其任何关联人已从规管人接获有关一宗交易的查询，包括关于交易的查询，以下条文将适用：

- 客户须应中信证券经纪香港的要求，即时向中信证券经纪香港、相关关联人或规管人提供所要求的资料，其中可能包括进行交易客户口（不论是全权委托或非全权委托性质）的客户的当事人的身份及联络详情、帐户资料、客户或其当事人的财务及任何其他资料，以及交易的最终受益人，或如最终受益人不为同一人士，则为交易发出指示的该方；
- 如果客户正就一项集体投资计划、全权委托户口或酌情信托进行交易，客户须应中信证券经纪香港的要求，即时提供集体投资计划、全权委托户口或酌情信托的身份及联络详情，以及指示客户代表集体投资计划、全权委托户口或酌情信托进行交易的该等人士的身份及联络详情；
- 如果客户正就一项集体投资计划、全权委托户口或酌情信托进行交易，客户须在可行情况下，于其代表集体投资计划、全权委托户口或酌情信托的投资全权委托失效时，尽快通知中信证券经纪香港。彼亦须应中信证券经纪香港的要求（，即时提供发出该交易指示的人士或（若适用）给予指示以至该交易指示被发出的人士的身份及联络详情；
- 如果客户知悉其客户为相关客户的中介人，而并不知悉为其进行交易的该相关客户的身份及联络详情，彼确认：(i)彼与其客户已作出安排，于被要求时有权即时从客户取得第 5.3(a)、(b)及(c)条列明的资料，或促使取得该等资料；及(ii)彼将应中信证券经纪香港的要求，就有关交易即时向其发出进行该等指示的客户，要求取得该等资料，并于其从客户取得或促使取得该等资料后，随即向规管人提供该等资料；及
- 如果客户处于具备客户保密法律的司法管辖区，彼同意根据以上条文披露资料。如果客户代表其客户行事，而有关保密法律禁止作出披露，客户将促使该宗交易最终受益人同意，披露任何根据以上段落要求的资料。此外，客户作为一名客户，同意豁免任何适用客户保密法律所提供的保障，或客户作为一名对手方或中介人，同意促使该宗交易最终受益人对该等保障作出书面豁免。

客户根据此等条款所履行的责任于任何交易完成或此协议终止后依然有效。

5.4 尽管有第 5.3 条的规定，客户承诺在中信证券经纪香港或其任何关联人不时要求向其提供有关客户的身份资料、帐户资料、财务状况和中信证券经纪香港要求的关于客户或其当事人的任何其他资料（包括但不限于对客户证券户口及/或透过证券户口进行的交易中之最终受益人的人士之身份）。当所提供或与本协议有关的资料有任何重大变化时，客户及中信证券经纪香港或其任何关联人均各自向对方承诺通知对方有关变化。

6. 购买公开售股/配售、新上市及其他证券

6.1 客户授权中信证券经纪香港（于应客户要求时）作为其代理，就新上市公司的公开售股及/或在交易所上市公司的证券配售，申请认购或购买证券，不论是单一或联同其他客户的申请或联同中信证券经纪香港关联人进行大量申请，以令客户受益或令最终受益人受益。客户承诺对于中信证券经纪香港为客户提供之有关公开售股及/或配售的任何招股书及其他售股文件，就其准确性或完整性或任何错误陈述，中信证券经纪香港概不负责。

6.2 客户确认及声明，其向中信证券经纪香港作出指示，就新上市公司的公开售股及/或在交易所上市公司的证券配售申请认购或购买证券之时：

- 彼已阅读及了解相关的招股书、申请表格及/或其他相关售股文件，以及彼之申请须符合有关招股书、申请表格及/或相关售股文件（包括相关发行人确定证券最终订价的酌情权）订明之条款及条件，或如果没有任何书面售股文件，彼完全了解相关认购/购买的条款及条件；
- 彼符合资格认购或购买该等证券，并且会遵守或已遵守有关招股书、申请表格及/或其他相关售股文件订明的条款及条件，或如果没有任何书面售股文件，彼会遵守或已遵守相关认购/购买的条款及条件；
- 中信证券经纪香港拥有一切应有的权利，代表客户作出有关申请。
- 中信证券经纪香港代表客户作出的申请，是由客户或代表客户（为客户或最终受益人利益）作出及有意作出的唯一申请，同时客户授权中信证券经纪香港于任何申请表格（或以其他方式）向交易所或任何其他适当人士作出相同的披露及保证；及
- 彼按照相关招股书、申请表格及/或其他相关售股文件对证券申请人的要求作出一切陈述、保证及声明，或如果没有任何书面售股文件，彼按照相关认购/购买条款及条件对申请人的要求作出一切陈述、保证及声明。

6.3 客户明白相关证券发行人或卖方（或其代理人）会凭其根据第 6.2 条作出的确认及声明，决定是否因中信证券经纪香港代表客户作出的申请，派发或分配证券。

6.4 客户同意及明白相关证券发行人或卖方（及其代理人）拥有绝对酌情权，拒绝或接受中信证券经纪香港代表客户作出的申请，或只接纳部份申请。如果客户的申请遭拒绝或只获部分接纳，不论是否由于与客户申请有关的原因所致，在无正当理由或蓄意失责的情况下，中信证券经纪香港及其关联人和相关人士均毋须就该等拒绝或部份接纳向客户或任何其他人士负责。

6.5 如果中信证券经纪香港代表客户作出大量申请，客户同意如果有关申请只获部份接纳，中信证券经纪香港拥有全权及绝对酌情权，按其所基准挑选（中信证券经纪香港拥有全权及绝对酌情权）的客户分配证券。

6.6 客户进一步确认由一家从事证券买卖业务的非上市公司作出的申请，而客户对该公司行使法定控制权，则该申请应被视为代表客户作出。

6.7 于接获客户的口头或书面要约（「**要约**」）后，中信证券经纪香港可按其全权及绝对酌情权，透过向客户发出列明贷款条款及任何其他详细的接纳通知（「**接纳通知**」），向客户授出一项贷款（「**贷款**」），专门用作客户认购或购买于公开售股及/或配售寻求上市的新上市证券（「**新上市证券**」）。本条的条款及条件被视为对照要约纳入接纳通知。中信证券经纪香港一旦发出接纳通知，客户应不得撤销要约。

6.8 新上市证券的付款将以中信证券经纪香港（或其代名人的名称）的名义支付，但由客户独自负责支付及承担风险。客户确认其认购或购买新上市证券的申请（由中信证券经纪香港或中信证券经纪香港代名人作出）可能不获相关证券发行人或卖方接纳，但客户仍须支付贷款利息。

6.9 尽管申请是由中信证券经纪香港代客户发出，若由于申请不成功，发行人或卖方退还的任何性质付款（「**退还款项**」），而该款项不超过客户结欠的贷款及未偿还的款项，客户对该等款项均无任何权利、所有权、利益或申索。

6.10 每笔贷款连同附带之累算费用及利息将于以下情况到期偿还：(i)于催缴时；或(ii)于新上市证券预先定于交易所上市的日子，两者以较早者为准；如果任何新上市证券申请不成功或只是部份成功，退还款项须用于偿还欠负的贷款及附带之累算费用及利息，无论其时是在接纳通知注明的偿还日期（「**偿还日**」）之前或之后。

6.11 客户同意收款银行、保管人或代名人可向中信证券经纪香港即时缴付所有有关不成功申请的退还款项，中信证券经纪香港获授权指示收款银行、保管人或代名人采取其认为适当或其他适当行动，取得该等款项。

6.12 客户谨此授权中信证券经纪香港全权酌情质押及赋予新上市证券及所有与认购新上市证券的款项（包括退还款项）任何性质的抵押权益（包括所有从中获得的权利及权益），并以任何向中信证券经纪香港就全部或部分贷款资金提供通融的任何第三方作为受益人。

6.13 客户应签订及签署所有转让书、授权书、委托书及其他文件，并执行所有中信证券经纪香港要求的行动及事宜，使中信证券经纪香港的新上市证券有权或可完成取得此第 6 条提及的抵押权益，包括但不限于完成中信证券经纪香港的新上市证券持有或取得中信证券经纪香港以其代名人或任何其他第三方名义授予该新上市证券。

6.14 客户须按照接纳通知订明之利率，向中信证券经纪香港缴付贷款利息，有关利息应由客户提取贷款当日（如接纳通知所订明）至最终偿还贷款日期间按中信证券经纪香港按 365 天基准（或于接纳通知内订明的其他基准）确定之每日累算基准计算。

6.15 在没限制第 10 条的一般性的前提下，若客户未有在偿还日偿还该贷款，中信证券经纪香港拥有绝对权利在毋须通知客户的情况下，以中信证券经纪香港认为合适及适当的方式及价格出售全部或部分新上市证券，及摊分其款项以偿还尚未缴纳的贷款、有关出售的费用及任何累计的费用及利息。客户无权就有关出售造成的损失向中信证券经纪香港申索。

6.16 客户同意完全弥偿及使中信证券经纪香港、其关联人及相关人士不受任何对中信证券经纪香港、其关联人及相关人士的申索、行动、责任及法律程序的损害，并承担该等人士可能承受与此贷款有关的所有损失（包括法律费用）。中信证券经纪香港、其关联人及相关人士在任何情况下毋须对客户任何损失及因透过或向其完成申请的任何商号或公司违约、破产、行动或疏忽导致的损失负责。

7. 抵销

7.1 在不抵销按此条款已向中信证券经纪香港或其关联人作出的其他授权下，客户授权中信证券经纪香港或其关联人（在不对其任何损失负责下）将中信证券经纪香港或其关联人接协议为客户买卖证券所产生的任何客户应收款项用作抵销客户因该买卖应付予中信证券经纪香港的帐款。客户同时授权中信证券经纪香港处置其持有的任何客户证券，以清结任何客户负有由中信证券经纪香港或其有联系实体（按证券及期货条例定义）或任何其他人士承担或替其承担的任何责任。

8. 交易惯例

8.1 中信证券经纪香港在适当考虑市场惯例、适用规例及对所有客户是否公平之后，可决定在执行指示时的优先次序。

8.2 中信证券经纪香港可在未有事前知会客户的情况下，根据适用法律法规，将客户的指示与其他客户的指示合并执行。如果未有足够的证券以满足此等合并的指示，中信证券经纪香港可在适当地考虑市场惯例及对客户是否公平后，将有关交易向其公平分配，惟相对中信证券经纪香港为自己账户的指示，客户的指示将获优先处理。

8.3 对于因为通讯设施的损坏或失灵而导致指示的传达出现延误或失败，或任何其他中信证券经纪香港无法控制的延误或失败，中信证券经纪香港将无须承担责任。

8.4 由于客观环境的限制及证券价格迅速转变，中信证券经纪香港可能未必能够全数执行或依照在某个时间的报价或按照「**最佳价**」或「**市价**」执行客户的指示，但客户仍同意受有关交易的约束。

8.5 取消或修改指示的要求只可在有关指示获执行之前作出，并须视乎是否获中信证券经纪香港接纳（但如非有合理的理由，中信证券经纪香港不可拒绝接纳有关要求）。如果在中信证券经纪香港接纳取消指示要求前，有关的指示已经获全数或部份执行，客户同意接受该已获执行的交易的全部责任。除非有关取消或修改指示的要求已获中信证券经纪香港接纳，否则该指示于被中信证券经纪香港接受处理的交易日当天仍属有效。若该指示在该交易日结束前未获执行，该指示将自动失效（中信证券经纪香港另行同意的情况下除外）。

8.6 客户有责任向中信证券经纪香港查询其任何指示是否已获执行。在替客户执行指示下，中信证券经纪香港将会向客户发出交易确认，期后亦将定期向客户发出结单，总结客户的账户于结单涵盖期间内透过证券户口所进行的交易。除上述交易确认及结单外，中信证券经纪香港并无义务另行通知客户其指示是否已获执行。客户同意其有责任确保每一交易确认及结单按速递一般邮递所需之时间内收受。如果客户并未收到有关文件，客户有责任向中信证券经纪香港查询和取得该等文件。客户承诺从中信证券经纪香港收到每一交易确认后之二十四小时内及在收到结单后的七天内核实其准确性，并于结单内任何差异、遗漏、错误、不准确或不正确之处于有关期限前通知中信证券经纪香港。在上述期限完结时，中信证券经纪香港在交易确认或结单所列明的记录将对客户而言为客户而无须再取得进一步的证据。

8.7 在接获客户的重大后，中信证券经纪香港会向客户提供中信证券经纪香港根据协议条款代表客户所购买或出售有关衍生产品的详细说明和任何招股书或其他招股文件。

8.8 中信证券经纪香港可能会将其与客户及获授权人士的对谈录音录音，以便中信证券经纪香港核证指示资料或任何其他事宜。客户特此同意中信证券经纪香港进行该等电话录音。

9. 交收

9.1 如中信证券经纪香港已代客户执行购买或出售的交易，客户应在按照中信证券经纪香港或有关的交易所或结算所要求的到期交收日向中信证券经纪香港支付需结算的款项或交付可交付的形式的证券。如果在到期交收日期当天，客户未有履行上述交收义务，中信证券经纪香港兹获授权根据其绝对酌情权：

- 如属购买交易，转移或出售证券户口内的任何证券（包括该等已购入的证券）以履行客户的义务；或
- 如属售卖交易，按需要借入及/或买入该等已出售的证券，以履行客户的交收义务。

9.2 尽管有第 9.1 条的规定但在不影响第 3.1 条规定的前提下，中信证券经纪香港有权：

- 不执行任何购买指示，除非客户已向中信证券经纪香港提供可动用的资金，而中信证券经纪香港认为该资金的金額足够支付有关购入连同有关购买所需缴付的有关印花税、经纪佣金、交易及任何其他征费及其他费用及开支；及
- 不执行任何售卖指示，除非客户在发出有关指示前已将有关证券存放于中信证券经纪香港。

9.3 客户须向中信证券经纪香港缴付就客户的交易中的任何交收失误而可能须支付的任何溢价及任何的损失（包括根据全数弥偿基础计算的法律费用）。

9.4 中信证券经纪香港根据协议而进行的任何交易、交收、行动或步骤所涉及的所有外汇兑换风险将由客户承担。

9.5 客户谨此不可撤回地授权中信证券经纪香港的持牌代表执行结清证券户口或结算根据协议代表客户进行买卖交易的指示或以其他方式使之生效，包括但不限于将所得净额收益存入或转账至交收户口或其他由客户指定的银行账户，或由客户亲身提取或将抬头为客户的净额收益支票派递（风险由客户承担）至客户列明的地址。

10. 抵押及金钱转移

10.1 现在或将来由中信证券经纪香港或其代名人对客户持有或交易的所有证券（包括客户获妥为配发的新上市证券）和协议规定在任何时候由中信证券经纪香港代表客户为安全保管所持有的所有款项和其他财产须向中信证券经纪香港予以押记或由中信证券经纪香港为其利益持有人，押记形式为第一优先固定持续抵押，旨在支付及/或解除客户对中信证券经纪香港在本协议下的所有及任何债务及责任。对于该等抵押而言：

- 该等抵押项下的资产包括已付或今后应付给该等证券的一切股息或利息和所有股份、股票（及其股息或利息）、权利，在任何时候透过赎回、花红、优先权、期权或其他方式附带或有关该等证券所积累或提出的款项或财产；

- (b) 当客户未有要求支付或在到期时没有提前支付客户应付予中信证券经纪香港的款项，或客户违反协议的其他条款，中信证券经纪香港有权利在无须通知客户的情况下，以其认为合适的时间、方式、价格和条件出售或以其他方式由其关联实体提出的方式处置全部或部份该等证券（由中信证券经纪香港选择）。在前述各种情况下，中信证券经纪香港均毋须就任何行动对客户负责（严重疏忽或蓄意过失除外），并将上述出售或变卖取得的净资金及当时中信证券经纪香港手中持有的任何款项，按中信证券经纪香港选择的先后顺序，用于结清客户对中信证券经纪香港或其关联实体或任何第三方负有所需承担的任何责任；
- (c) 在不损害前述第(b)子段的規定下，如果贷款及累计的费用及累计利息于到期时尚未全数清偿，中信证券经纪香港可于其认为合适的时间、方式及合理的代价，出售或以其他方式由其关联实体提出的方式处置要为配发予客户的全部或任何部份（由中信证券经纪香港挑选）新上市证券（连同新上市证券所有权、所有权及利息）而毋须事先通知客户；于前述各种情况下，中信证券经纪香港均毋须就任何有关行动对客户负上任何责任（严重疏忽或蓄意过失除外），并将上述有关出售或变卖取得的净资金，按中信证券经纪香港选择的先后次序，用于解除贷款及任何累计的费用及累计利息；及
- (d) 该等抵押是一种持续的抵押，不受任何中期付款的影响，并应附加于并不影响任何留置权、抵销权或在任何时候中信证券经纪香港持有就客户其对中信证券经纪香港的债务提供的其他抵押（该等抵押并不受以上权利或抵押影响），亦不受任何有关的解除、更改、放弃强制实行的权利或与其有关的其他交易影响（该等担保亦不受以上解除、更改或权利放弃影响）。

10.2 在适用法律法规及/或市场要求容许下，客户谨此不可撤回地授权中信证券经纪香港进行一切行动及签署所需文件，将前述任何抵押证券的所有权，转移、完成及/或赋予中信证券经纪香港、其代名人或任何购买方或其他人士之名义下，以全面获取此项抵押的利益，并在此条款项下提供的抵押得以完备。

10.3 中信证券经纪香港特此获不可撤销的授权（在不影响中信证券经纪香港在此条款下所获得的其他授权的原则下）：

- (a) 指示客户任何时候持有账户的任何附属人和银行，（包括但不限于中信银行国际有限公司）、存款公司或其他人士、商号或公司（简称「存款持有人」），代表客户将客户不时存放在与附属人或存款持有人在任何时间所开立的账户内的资金转移到客户与中信证券经纪香港所开立的账户内及/或客户任何时候在任何附属人持有的其他账户内；
- (b) 将客户不时存放在与中信证券经纪香港所开立的账户内的任何资金转移到该客户与任何附属人不时维持的任何账户内，
- (c) 给予任何附属人和任何存款持有人上述授权的授权通知；或
- (d) 向任何附属人提供或向附属人要求或收取中信证券经纪香港认为合适的有关客户及/或证券账户的资料。

在此第10条中，「附属人」一词就有关公司而言，指其子公司、该公司的控股公司及该控股公司的任何公司。

10.4 中信证券经纪香港按此第10.3条所获得的授权有效期为由协议日期起计不超过十二个月。有关授权可根据适用法律及规则由(1)协议订立之日份的最后一天；及(2)随后每个月历年的最后一天；或之前以书面方式同意续约或视为延续该授权，每次延续的有效期为十二个月。

10.5 客户同意不会及不会意图对客户账户或中信证券经纪香港替客户持有的证券设立或允许存续押记、质押或其他产权负担（本协议下设立的除外）。

10.6 中信证券经纪香港就代客户持有的任何现金结余所赚取或收取的任何利息应绝对属于中信证券经纪香港；然而，中信证券经纪香港可完全酌情向客户支付部份或全部有关利息。

11. 保存及代理服务

11.1 除非客户另有书面说明，由中信证券经纪香港为客户持有或保管的任何证券应由中信证券经纪香港或保管代理人根据有关交易所或监管机构之适用法律及规定持有或保管。中信证券经纪香港毋须交回给客户与中信证券经纪香港从客户或其他收取或代表一致的证券或代表证券的证书。中信证券经纪香港可交回给客户相同类型和额度的其他证券或代表证券的证书。中信证券经纪香港的责任仅为在开立证券账户的办事处交给客户相同类型和额度的证券或代表证券的证书，但毋须就由中信证券经纪香港或其代理人代为存放或持有的任何证券之损失或损毁负责（因中信证券经纪香港或其代理人的严重疏忽或蓄意过失所造成的损失和损毁除外）。

11.2 中信证券经纪香港毋须致力促使证券账户购入或由中信证券经纪香港收取转入证券账户账目的证券的转让登记。

11.3 客户应妥善及准时缴付所有有关不时就证券账户内任何的证券的未缴款项所作出的催付及客户可就证券账户内任何的证券不时按法例应付的其他款项。如有违反本条规定，中信证券经纪香港可在其认为合适的情况下代客户缴付。客户在收到催缴通知时，必须立即悉数连同中信证券经纪香港因此而招致的费用及开支一并归还中信证券经纪香港。

11.4 除客户为交收其证券交易向中信证券经纪香港支付的现金外，任何为客户持有的现金将存入结算账户或证券账户内。

11.5 凡证券以保管代理人的名义登记，客户承认此等证券是按保管代理人不时生效的标准条件及条款持有。中信证券经纪香港或保管代理人毋须持有有关证券的任何通告、委托书或其他文件及通讯转交给客户，除非中信证券经纪香港控制有关证券，在该情况下中信证券经纪香港对客户义务及责任仅限于即时回应客户任何合理要求，提供中信证券经纪香港当时持有有关证券的任何法团行动的资料。即使有以上规定，如中信证券经纪香港或保管代理人酌情厘定需就此等证券采取任何行动，而又未能遵照第20条之规定接触客户，或客户未有给予准时及足够的指示给中信证券经纪香港，则客户谨此授权中信证券经纪香港或保管代理人行使绝对酌情权替客户行事，包括但不限于就客户以保管代理人名义以客户为实益拥有人证券）行使投票权，代表客户选择及接收现金股息或以股息形式，惟相对于在被认可证券交易所挂牌上市公司的任何证券含任何普通股或其他类别属于在股东大会于任何情况下均享有投票权的证券或以其他方式对该上市公司之构成有关股本之证券，中信证券经纪香港并没有该酌情权，其亦不得采取任何行动。除非有诈骗或蓄意过失行为，否则中信证券经纪香港或保管代理人毋须对所作之行为负责。客户保证全数缴付中信证券经纪香港及/或保管代理人因其代客户持有或保存此等证券而招致之所有费用、收费及开支。

11.6 凡存放于中信证券经纪香港的并非以客户名义登记之证券，而该证券产生累积股息或分派或利息，应按其代客户持有的证券之总数量及总额所占比例记账存入结算账户或证券账户内（凡该等证券的碎股不合格获得任何该等股息、分派或利息，则代客户持有的碎股将不获分摊该等股息、分派或利息）。在符合适用法律法规的前提下，中信证券经纪香港可为其本身利益，保留或以其他方式处置客户可能享有的任何碎股权益，及因合并其代其他客户持有的碎股而获得的权益。

11.7 在不违反第11.5条规定的条件下，由任何存放于中信证券经纪香港之证券所产生的供股权应以下列方式处置：

- (a) 中信证券经纪香港将在收到有关供股权文件后的合理时间内知会客户；及
- (b) 若客户未能在中信证券经纪香港所订明需回复之时间内向中信证券经纪香港发出指示或经已指示中信证券经纪香港其将不会行使该权利，其应被视为客户已不可撤销地就该供股权放弃其该权利及资格，并将该权利赋予中信证券经纪香港供其绝对地使用及受益，而中信证券经纪香港有权为其本身之利益及/或市场要求限制），以任何其认为合适之方式处理该供股权，而无须向客户申报利润（如有）。

12. 费用及开支

12.1 中信证券经纪香港将根据其不时决定并通知客户的计算比率及基准向客户收取费用及经纪佣金。客户必须要求支付关于证券账户不论任何原因或以何种形式而产生的任何债项，包括但不限于经纪佣金、费用、收费、法定收费、税项、证券、交付收费等。中信证券经纪香港可从证券账户提取现金或出售其所持有的证券以支付有关的到期费用。

12.2 客户欠付中信证券经纪香港的款项将按照中信证券经纪香港不时通知客户的息率收取利息。若中信证券经纪香港未有如上通知客户，利息将按照(i)中信银行国际有限公司或(ii)香港上海汇丰银行有限公司不时公布之港元最优惠贷款利率加年利率6厘计算（两者以较高者为准）。

13. 弥偿

13.1 就所有针对中信证券经纪香港、其附属人、保管代理人及相关人士而作出的任何申索、诉讼、过失及所进行的法律程序而言，客户同意在中信证券经纪香港没有涉及欺诈、蓄意过失，或严重疏忽的前提下全数弥偿及承担中信证券经纪香港、其附属人、相关人士及保管代理人就履行其义务或提供服务或行使在协议项下或关于协议的权利、权力或酌情权，包括由中信证券经纪香港或其附属人为保障或强制执行其权利或在协议中的抵押品权益（不论是否因客户的过失或违约所致）而蒙受的损失（包括法律开支）。

13.2 中信证券经纪香港、其附属人和相关人士在任何情况下均毋须对或因保管代理人或任何通过证券账户交易的人士、商号或公司的任何过失、无力偿债、行为或遗漏引致客户关于该协议而蒙受或产生之任何损失或任何事项负责。

14. 客户款项常设授权及户口合并

14.1 客户款项常设授权涵盖中信证券经纪香港代客户在香港持有或收取并存放于一个或多个独立户口的款项（包括非属于中信证券经纪香港的该等款项产生之任何利息）（「**客户款项**」）。

14.2 在符合适用法律法规及/或市场要求下，客户授权中信证券经纪香港：

- (a) 合并或组合从客户于中信证券经纪香港及/或其附属人的任何或所有的独立户口（无论该些户口是客户独自或与其他人士共同拥有）及中信证券经纪香港可转账独立户口之间所存之任何数额之客户款项，以偿还客户欠付中信证券经纪香港及/或其附属人的责任或债务（不论有关责任或债务为实际的、有的、主要的或附属的、有抵押的或没有抵押的或共同的或各别的）；及

(b) 在任何时候于中信证券经纪香港及/或其附属人维持的任何独立户口之往来间调动任何数额之客户款项。

14.3 客户知悉及同意中信证券经纪香港可行使任何第14.2条所提及的事项，而不须事先知会客户。

14.4 客户款项常设授权的授予不应影响中信证券经纪香港或其任何附属人就处理独立户口内的客户款项的权力或权利。

14.5 客户款项常设授权应在协议签发日期起12个月内有效，并应受限于客户续期或根据第14.7条提及的客户款项规则的规定视为续期。

14.6 客户可于实际撤销日期不少于14日前以书面通知中信证券经纪香港撤销客户款项常设授权。

14.7 客户明白假如中信证券经纪香港在客户款项常设授权的期限届满不少于14日前向客户发出有关授权将被视为已续期的书面提示，而客户并不反对在该届满日期前将该授权视为被延续，则客户的授权将在没有其书面同意的情况下被视为已持续地续期。

14.8 客户同意中信证券经纪香港除其有权行使的任何一般留置权或其他中信证券经纪香港按法律、合约或其他方式可享有相似的权利外，中信证券经纪香港（须符合适用法律法规及/或市场要求）随时并在毋须事前通知客户的情况下，从客户于中信证券经纪香港（或其任何附属人）开设之户口（不论以任何形式描述及以何种货币持有及是否独自或与其他人士共同拥有），合并、组合、抵销或转让任何形式于客户在中信证券经纪香港（或其任何附属人）户口内之任何证券或客户款项，及抵销或应用中信证券经纪香港（或其任何附属人）欠客户的任何责任或债务，不论有关责任或债务为主要的、附属的、各别的、共同的或以其他货币为单位的、是否已到期或是否须定的或非由该引致的，如果中信证券经纪香港附属人已向中信证券经纪香港发出催缴通知，中信证券经纪香港毋须理会有关欠付该附属人的责任或债务是否存在。中信证券经纪香港（本身或透过其附属人）可为此使用任何客户户口结余以兑换任何欠值的货币，并任何上述兑换可由中信证券经纪香港（视情况而定由其附属人）于兑换当日按照外汇兑换市场当时通行的即期汇率（由中信证券经纪香港作出最终决定）进行。若对中信证券经纪香港（或其附属人）应负的任何责任为须待确定或属未来的责任，中信证券经纪香港（或其附属人）在经应用本条款项下的抵销权后，有权就任何该等户口的任何结余款额暂付相等于该等责任的金额，直至该项确定或属未来的事宜发生为止。在此第14条中，「附属人」一词应就有关公司而言，指其子公司、该公司的任何控股公司及该控股公司的任何子公司。

15. 声明、保证及承诺

15.1 客户在此向中信证券经纪香港或其附属人保证、声明及承诺如下：

(a) 客户现在是以主事人的身分订立协议，而不是代表任何其他其他人进行交易，（除非客户以书面形式向中信证券经纪香港作出知会），并会负责客户所有因为按照和根据该协议而进行的交易而导致的债务，中信证券经纪香港及其附属人均不会对客户在任何情况下代为客户行事的任何人负有任何责任（除非中信证券经纪香港与该人之间订立了独立的客户关系或除非非中信证券经纪香港另有书面协定）；

(b) 客户已取得并将维持任何所需的同意、执照及准许有效，并已采取所有必要的行动使他可合法订立该协议和每宗交易并履行该协议和每宗交易下的义务，及授予本条款及条件提及的抵押权益和权力；

(c) 在不影响按照第27条而产生的任何权利或义务下，客户确认，他们是根据自身的判断和分析而进行证券交易的；

(d) 客户提供任何资料（包括客户资料表格中的资料）于协议日期是真实和完整的，当于客户资料表格中的资料或任何其他与客户有关的资料有任何重大变更，客户将立即通知中信证券经纪香港。在中信证券经纪香港未有接获通知前，中信证券经纪香港应有权倚赖客户资料表格或其他地方中的资料行事。中信证券经纪香港兹此授权对客户进行信贷调查或核证以核实客户于客户资料表格或其他地方提供的财政状况及投资目标；

(e) 协议根据其条款构成有效的合约，设定了客户具法律约束力的义务；

(f) 协议及其履行及其条款所列的责任亦不会对客户：

- (i) 违反任何现行适用的法律、法规、条例、规例或任何对客户具约束力的法庭判决、法令或许可，或违反客户的公司组织大纲、章程条文或附例（如适用）；或
- (ii) 抵触或违反或引致任何客户为缔约一方或受其约束或对客户资产具约束力的合约或文件或构成任何损失。

(g) 除非客户已另行以书面向中信证券经纪香港申报，客户并非任何交易所、交易委员会、结算所、银行或信托公司员工或高级人员、介绍经纪的附属人、任何证券经纪或持牌法团的高级人员、合伙人、董事或员工；

(h) 客户将为证券户口内的证券的实益拥有人，并不受任何留置权、押记、衡平法上的权利或其他产权负担所影响（因协议而产生的除外）；在未有中信证券经纪香港的书面同意之前，客户亦不会押记、质押，或允许证券户口中的证券或款项有任何押记或质押（因协议而产生的除外），而就该等证券或款项授予或据称授予选择权；

(i) 对证券户口内的每宗交易而言，客户应为最初负责发出有关指示的人士及将会从该宗交易取得商业或经济利益及/或承担其商业或经济风险（在客户资料表格向中信证券经纪香港所披露的该等其他人士或机构或以书面形式向中信证券经纪香港作出知会者除外）；

(j) 客户明白其交易之产品的性质及风险，并具有充足的净值承担风险及该等交易带来的潜在亏损；

(k) 客户向或已经向中信证券经纪香港及其附属人提供的任何资料在任何主要方面均属准确且没有误导成分；

(l) 并无关于客户已经发生及/或正在持续的违约事项或可变成违约事项的事项（「**潜在违约事项**」）；及

(m) 就任何资料而言，相关个人已获全面通知使用其个人资料的目的以及根据私隐条例的要求在私隐条例的附表（「附表」）内列明提供其个人资料（包括为了直接促销的目的）的，而相关个人已经同意让其资料根据附表而使用（包括由中信证券经纪香港为直接促销的目的而使用及向第三者提供该等资料），该同意已经取得，而取得的方式足以符合私隐条例的要求，以便中信证券经纪香港及其附属人合法使用及转移附表所列的资料。

15.2 以上的声明、保证及承诺将会被视为在发出每项指示或执行每项指示前已再次重复作出。

16. 电子交易服务

16.1 此第16条适用于中信证券经纪香港提供的系统服务（「**系统服务**」），藉此让客户连结至由中信证券经纪香港操作的网上证券交易管理系统，以发出电子指示。客户首次使用系统服务时，应视为已接纳本条的条款及细则。

16.2 在此条下，下列词语及词句应具有下列含意：

「**电子指示**」指系统服务及系统的提供及使用而言，中信证券经纪香港真诚地相信客户或任何被授权人透过系统发出的电子通讯；

「**供应商**」指系统供应商及/或操作商；

「**系统**」指由电脑组件系统支援的电子系统（包括但不限于直接市场连线服务），连同不时由中信证券经纪香港提供并被客户使用的任何关联软件、硬件、设施及服务，以传递买卖盘、执行、配对或登记；

「**第三方供应部件**」指任何非由中信证券经纪香港或其任何附属人提供的系统部件（包括任何关联软件、硬件、设施及服务）。

16.3 中信证券经纪香港对有关系统服务及系统不作明示或隐含的保证。客户知悉该系统非为客户个别需求开发而是为客户选择及客户应就其意愿及按其可承担的风险按以「**现状**」使用，中信证券经纪香港不应为客户的选择或使用系统而产生的任何后果负责。

16.4 客户应承担所有从或透过系统使用或接触任何数据、档案、资讯、内容或其他资料（包括但不限于软件）所带来的责任及损失风险。

16.5 除非中信证券经纪香港与客户另有书面协议，客户须独自负责安装及维持任何相关硬件及软件、与任何供应商达成所有就登入及使用系统所需的一切安排，并符合所有相关系统要求（包括安装及更新任何适用的保安程序，以及任何由客户订立并涉及供应任何系统部件的适用协议）。

- 16.6 中信证券经纪香港无责任维持透过系统给予的系统服务及资讯，或为其提供任何修改或更新。有效的系统服务及资讯可随时修改而无须给予事先通知。
- 16.7 客户需就经系统传递予中信证券经纪香港的电子指示及资讯之准确性和完备性及透过给予登入权限而对系统的使用承担责任。中信证券经纪香港有权依据及遵照该电子指示（毋须就电子指示的真实性或其授权作出尽职调查）行动，并视该等资料为准确、完整及经客户恰当授权及对客户有约束力。任何中信证券经纪香港按任何有关电子指示及资料执行的任何交易，不论是否事实上已经由客户授权执行，均对客户具有约束力。电子指示只能经系统或其他中信证券经纪香港与客户不时共同协议的方式才能撤销或更改。客户同意维持足够的保安程序，防止任何非获客户正式授权人士未经授权登入或使用系统，从而通过系统发出电子指示。在不违反第 16.3 条一般性的原则下，中信证券经纪香港不会就系统服务及系统的安全性对客户作明示或隐含的保证，包括非被授权人士截取或获取客户经系统传递的资讯的能力。
- 16.8 中信证券经纪香港可接受客户向中信证券经纪香港递交中信证券经纪香港认可的核证机关颁发的数码证书所证明的数码签署。中信证券经纪香港可将此数码签署视作有关人士的亲笔签名。若该数码证书已载于储存库内，中信证券经纪香港可推定任何客户或代其提交之数码证书为正确。
- 16.9 中信证券经纪香港在任何情况下对其没有恰当及妥善收获的任何电子指示并无责任。电子指示只会于相关的市场或交易所的正常交易时间执行。
- 16.10 客户同意被授权人是系统唯一获授权用户，并且须独自及全部负责中信证券经纪香港发给客户的数码证书、密码及/或登入名称的保密性、安全性和使用。
- 16.11 除非另有协议，中信证券经纪香港不会执行任何客户经系统下达的电子指示，直至其对客户在证券户口中已具备足够可动用的资金或证券以结算第 9 条所载之有关交易感到满意。
- 16.12 除非及直至客户接获指示确认书，确认接获及/或执行电子指示，中信证券经纪香港不应被视为已接获及/或执行透过系统发出的电子指示（须符合依据第 8.6 条发出的确认及定期结单内列明的详情（如有））。
- 16.13 客户确认及同意，作为中信证券经纪香港提供系统服务及系统的条件，如果出现以下情况，客户须即时通知中信证券经纪香港：
- 于发出一项电子指示后，客户并未收到任何指示确认书或确认书列载之详情不正确；或
 - 客户熟悉任何对客户数码证书、登入名称或密码的任何未获授权使用或披露或存取的情况，或任何未获授权的交易已被执行。
- 16.14 客户确认其并不拥有任何市场数据的所有权，及存于系统组成部份的电脑软件的知识产权。客户亦保证不会及不会试图对任何该组成部份进行擅自改动、修改、解编、还原工程、损毁、销毁或以其他方式作出改动。
- 16.15 客户进一步确认中信证券经纪香港对于市场数据或其他资讯服务的及时性、准确性或完整性并无作出任何声明及保证，亦不保证系统服务的可用性。客户同意中信证券经纪香港毋须对数据及其他资讯的任何偏差、错误或遗漏负上任何责任，或对系统服务及系统传递的任何干扰或延误、或中止或失实、或因非中信证券经纪香港所能控制的情况导致的其他损失负上任何责任。
- 16.16 受此第 16 条规限，中信证券经纪香港、其任何附属人及相关人士均无须负责客户（或任何第三者）由于中信证券经纪香港提供的系统服务或系统引致或任何其他其按照客户发出的电子指示执行的任何交易而采取的行动或未有行动所导致客户（或致任何第三者）遭受的任何损失。
- 16.17 如因任何不时发生的非中信证券经纪香港能控制的行动、事件或情况，包括但不限于：
- 工业纠纷、任何政府或官方机构或由多个国家组成的团体或机构或机关或香港以外的交易所或监管机构的行为或规例；
 - 服务失误、延误、中断、干扰或不论何处的第三方电子通讯及电讯设备服务供应商遇到之操作困难；
 - 任何通讯、电讯或电脑服务或电子器材暂停、故障、延误、干扰或失常（按每一事件计，不论属全部或部分、暂时或永久）；
 - 第三方未有履行完成交易的所需责任；
 - 暂停或限制在任何交易所或市场进行交易或任何有关交易所、结算所及/或经纪人以任何理由未能完成其各自的责任；及
 - 法院命令、火灾、战争、自然灾害、恐怖袭击、暴动或内乱，而导致中信证券经纪香港未能履行、中断或延迟履行其在本条款项下的责任，
- 则中信证券经纪香港或任何其他附属人或任何相关人士均须为客户（或任何第三者）因此遭受或招致任何形式之任何损失承担责任。
- 16.18 中信证券经纪香港或其附属人或任何相关人士均不需就下列情况导致客户或任何第三者遭受的任何直接或间接损失负责：
- 客户的选择及/或使用（不论是被客户或其他人士）系统或任何其他与中信证券经纪香港通讯的部件；
 - 客户以任何原因无法登入或使用系统服务或系统或任何其他部件；
 - 系统无法传递（或延误传递）任何电子指示（包括已收到电子指示的通知，如有）或执行或拒绝该电子指示的通知；或
 - 因系统或可影响系统的器材或软件错误或失常、或任何系统性能限制或任何系统部件供应商或操作商出现的错误，而造成任何由客户向中信证券经纪香港发出的错误或遗漏的电子指示。
- 16.19 中信证券经纪香港不会就有关任何第三者供应部件、客户选择或（包括但不限于就客户使用该第三者供应部件的适切性、该第三者供应部件的可用性、准确性、性能、表现或可信赖性）作任何性质的明示或隐含担保、保证或陈述，中信证券经纪香港的代理人并无权力同意相反规定。在适用法律许可的范围内，所有有关该等事宜的明示或隐含、法定或其他形式的陈述或保证均被明确排除。
- 16.20 中信证券经纪香港可依其全权的酌情权决定就客户对系统的使用（即中信证券经纪香港作为供应商）或就客户传递予中信证券经纪香港或中信证券经纪香港经系统接受的电子指示或其他通讯（无论中信证券经纪香港是供应商与否）的类型不时订立限制及限额。
- 16.21 任何中信证券经纪香港保留关于经系统通讯的电子指示及资讯的记录均为该等事宜不可推翻之证据（除有明显错误的情况下），及应为本中信证券经纪香港之财产。

17. 失责

- 17.1 即使本条款或客户与中信证券经纪香港之间签订的任何其他协议中有任何其他条款与条件规定，客户须向中信证券经纪香港要求或在到期时（以较早者为准）支付其欠中信证券经纪香港的全部债务（无论是实际的或的、现存的或将来的），并客户须在中信证券经纪香港要求时存入一定款额的可运用资金、证券或其他资产，并须维持令中信证券经纪香港感到满意的保证或中信证券经纪香港或其附属人作为成员或中信证券经纪香港或其附属人对其具有责任的交易所、市场或主管当局制定的规则所要求的保证押品。每项该等保证押品必须在中信证券经纪香港要求时立即提供。
- 17.2 如在任何时间发生一宗或多宗以下事项（「**违约事项**」），在不损害本条款及条件的其他条款下，中信证券经纪香港或其附属人可按其绝对酌情决定行使本第 17.2 条下的一项或多项权利：
- 客户没有在到期时作出付款或作出或接受任何财产交付；
 - 客户没有按要求履行或符合其于协议下的任何义务，包括但不限于没有提供保证金或其变更调整；
 - 就客户或其附属人的破产或无力偿债提起任何程序或针对客户或其附属人的任何资产和收入的任何法律程序（包括但不限于无力偿债、破产、行政或类似程序的标的物，或就其清盘或清算提出呈请）；
 - 客户变成或看来无力偿债、不能支付其到期的债务或与债权人或为了债权人的利益而订立一般转让、安排或和解安排；
 - 对客户在中信证券经纪香港的证券户口采取任何押押；
 - 客户在本条款及条件下作出或被视作作出或给予的任何声明、保证或陈述在作出或给予或被视作作出或给予当时在任何主要方面不正确或有误导成分；
 - 中信证券经纪香港或其附属人认为必须或适宜防止出现其相信可能违反适用法律法规及/或市场要求或违反良好市场做法准则的行动；或
 - 中信证券经纪香港或其附属人认为必须或适宜保障自己，或发生了中信证券经纪香港合理相信可能对客户履行或符合其于该协议下的义务的能力有重大不利影响的的事项。
- (1) 如有上文理提的任何违约事项，或(2) 每当因保证金或保证不足或其他原因、或为履行任何有关的交易所、结算所或经纪的任何规定，以致中信证券经纪香港或其附属人认为有需要保障其权益，(a) 中信证券经纪香港或其附属人可拒绝接受任何进一步指示；及 (b) 中信证券经纪香港或其附属人可关团代客户持有的所有或任何证券户口。在发生任何违约事项或任何证券户口结束或在中信证券经纪香港与客户的关系终止时，客户欠中信证券经纪香港或其附属人所有款项（亦包

括未到期及未有要求作出缴付的款项（如有））将即时到期，并须在中信证券经纪香港或其附属人作出付款要求下立即缴缴。中信证券经纪香港或其附属人兹获不可撤销地授权，并可在未向客户作任何形式的催缴或在没有通知客户的情况下，在任何通常进行交易的交易所或期货交易所或以私人出售或购入（按情况而定）的方式，运用其全权的酌情权（时间在时间或条件及其他方面）买入任何或所有客户户口中短仓之证券及/或卖出任何或所有由中信证券经纪香港或其附属人代客户持有的证券、及/或结束任何未平仓合约或持仓或取消任何未执行的买卖指示。除非涉及严重疏忽或蓄意失责，否则中信证券经纪香港或其附属人均无须就其在上述所作出的任何行动对客户负上任何责任。在不抵触客户的就任何欠项须承担责任的情况下，任何由有关卖出而获得的净收入或任何从有关买入收取的证券将由中信证券经纪香港或其附属人决定以有关其挑选的次序用作抵销客户欠中信证券经纪香港或其附属人的欠款或在中信证券经纪香港或其附属人所持有的短仓。在不损害且附加于任何一般留置、抵销权或中信证券经纪香港或其附属人根据本条款及条件在法律或其他方面享有的类似权利下，在违约事项发生之后

任何时间或当潜在违约事项已经发生并正在持续时，客户明确授予中信证券经纪香港或其附属人：(a) 关于其在中信证券经纪香港或其附属人为任何目的而持有或中信证券经纪香港或其附属人为客户在任何帐户（不论是否个人或与他人共同持有的帐户）执行或在中信证券经纪香港或其附属人管有的任何款项（为免引起疑虑，包括但不限于任何存款或保证金付款）、证券、商品或其他财产的全部或任何部分权益的一般留置。

17.3 在中信证券经纪香港或其附属人采取第 17.2 条中列出的任何行动后，中信证券经纪香港将在可行的情况下尽快通知客户。

17.4 为了保存中信证券经纪香港或其附属人在任何破产、清盘、债务重整、债务安排或类似的法律程序下，中信证券经纪香港或其附属人享有就其对客户作出全盘审查而提出债权证明的权利，中信证券经纪香港或其附属人可把根据协议售卖或变现证券后所获得的收入转入记账。

18. 投资资料

18.1 尽管中信证券经纪香港向客户提供任何资料、建议或文件，客户完全明白其进行的任何交易仅为其按照个人独立判断及酌情权而进行。

18.2 客户同意中信证券经纪香港无须就中信证券经纪香港提供的任何资料的任何不准确或不全面、或在收到该等资料后客户进行任何交易的表现或结果而负上责任。

19. 终止

19. 协议的任何一方可向对方给予不少于两个工作日（星期六、日或香港公众假期除外）的事先书面通知终止协议。纵使有此规定，中信证券经纪香港有权在发生任何违约事项或第 17.2 条所述的事项时立即终止协议。终止协议将不会影响中信证券经纪香港或其附属人在终止协议之前执行的指示或即将终止一方在终止之前所累计可享有的任何权利、权力、责任及义务。特别是客户给予的任何保证、声明、承诺和弥偿在该终止后仍然有效。

19.2 在终止协议后，客户应即时向中信证券经纪香港或其附属人归还任何到期欠款或高欠付的款项。

20. 通知

20.1 根据本协议由中信证券经纪香港向客户所发出或作出的任何通知或其他通讯均可以专人交付、预支邮费速递（若为海外信件则以空邮发出）、通过电子媒介或传真方法发出，并在下列情况下视为已妥为送达：

- 若由专人交付或通过电子媒介送达，在交付时视为已妥为送达；
- 若以预支邮费速递送达，则在邮递后四十八小时或九十六小时（若以空邮寄出）视为已妥为送达；及
- 若以传真方法送达，则在显示传真已完整地送发的报告发出时视为已妥为送达。任何此等通知或通讯均须按客户资料表格中所列的地址、传真号码或电邮地址发出，或为了本条款之目的，按中信证券经纪香港不时经客户通知的其他地址、传真号码、电邮地址或其他指定方式发出。

20.2 就任何由客户作出的通讯或通知，客户必须独自承担所有有关风险，并当在中信证券经纪香港实际收到有关通知后方能生效。

20.3 客户同意中信证券经纪香港可以电子形式（「**电子通讯**」）向客户发出任何通知、成交单据、交易确认、结单及通讯（如有）。客户同意接受及承担有关发送及接收电子通讯的所有风险，其风险包括但不限于：

- 透过互联网或其他电子媒介传递、发送及接收的电子通讯在本质上是不可靠的媒介，可能因互联网不可预测的交通阻塞、所使用媒体的公众性质及其他因素），导致干扰、传输中断、延迟传输或错误资料传输；
- 透过互联网或其他电子媒介传递、发送及接收的电子通讯可能未被执行或被延误；及
- 透过互联网或其他电子媒介传递、发送及接收的个人资料可能被未经授权的有关方获取。客户确认及同意中信证券经纪香港或其附属人或相关人士对以上情况招致或有关的后果无须对客户或其他何人承担任何责任或负责，并特此免除所有向中信证券经纪香港及有关人士就上述事宜申索的权力。

20.4 若客户已申请中信证券经纪香港的信件留存服务，客户兹此授权并同意中信证券经纪香港及其指定人士代客户接收及持有所有按本条款递送给客户的所有通知、通讯、交易确认及结单，直至客户或其授权代表取回为止。任何客户或其授权代表未有取回的通知、通讯、交易确认及结单可由中信证券经纪香港或其指定人士按其视为合适的方式发出。客户同意接受所有与信件留存服务有关的后果及风险，包括但不限于延误、错误、欺詐或伪造的风险。客户同意全数弥偿中信证券经纪香港及其指定人士与此有关的或由此引至的所有损失。

21. 联名户口

21.1 如果客户包括一名以上人士（每名人士为「**联名户口持有人**」），证券户口将为拥有生存者取得权的联名户口。于任何一名该等联名户口持有人身故，该已故人士于证券户口的权益，将归于尚存人士所有。

21.2 每名联名户口持有人须共同及各别承担责任。

21.3 任何一名联名户口持有人身故不会构成协议的终止。

21.4 中信证券经纪香港对任何一名联名户口持有人作出的任何通知、付款或交付，应为中信证券经纪香港已完全地及充分地履行其根据协议通知、存款或交付的责任。

21.5 如果任何一名联名户口持有人丧失行为能力或被颁布破产令，或如果证券户口的操作受到任何法院法令或任何主管当局对其中一名联名户口持有人发出通知的影响，证券户口的操作（包括提取或转账权益或证券）将会暂时中止，直至破产管理人或接管人已被委任或获得接管人或破产管理署署长同意或法院法令已经解除或有关通知已获撤销为止（视情况而定）。

22. 一般条款

22.1 在协议中所述的时间于各方面均为重要要素。

22.2 协议中并无任何条款应视为移除、排除或限制客户或中信证券经纪香港在香港法例或规例下之任何权利或义务，惟在该等法例或规例下容许之范围除外。

22.3 若协议所载的一项或超过一项条款在任何适用法律下于任何方面被视为无效、不合法或未能执行，在协议内所载的其他条款的有效性、合法性及可执行性在任何方面均不受影响或损害。

22.4 (a) 协议应让中信证券经纪香港、客户及其各自的继承人、及（在符合本第 22.4 条的前提下）任何享有中信证券经纪香港在协议中部份或所有权利或义务的获准许承让人或受让人受益，并对上述人士具约束力。

(b) 客户不得转移或转让其在协议中所有或任何的权利或义务。

(c) 中信证券经纪香港可转让或转移其在协议中所有或部份的权利、利益及义务，并可向潜在的承让人或受让人或拟就协议与中信证券经纪香港签订合约安排的任何其他人士披露任何中信证券经纪香港认为合适用作该等合约安排之用的资料。

22.5 中信证券经纪香港未有或延迟行使协议的任何权利、权力或特权不应视为放弃该等权利，而单一或部份行使、执行或宽免任何该等权利、权力或特权亦不妨碍中信证券经纪香港作进一步行使或执行有关权利、权力或特权，或行使或执行协议中的任何其他权利、权力或特权。

22.6 客户同意中信证券经纪香港在客户资料表格中或以其他方式不时要求提供的资料是中信证券经纪香港提供协议之服务所必须的。若客户未能向中信证券经纪香港提供该等资料，中信证券经纪香港未必能够为客户提供或继续提供有关的服务。客户可经常联络中信证券经纪香港的证券营运部门主管以查询及要求更改或修改该等资料。该等资料连同中信证券经纪香港不时取得的任何其他客户的资料可披露予中信证券经纪香港不时发出经修订或补充有关隐私条例的交易所中列明的人士及用作该资料中所指定的用途。在不损前述的前提下，中信证券经纪香港可在任何交易、证监会或任何规管人的要求下，向交易所或证监会提供证券户口的详情以协助交易所或证监会进行其任何调查或查询。

22.7 客户明白亦同意中信证券经纪香港可指派何人士作为其代理人（简称「**收款人**」）以催收任何客户按协议到期未付中信证券经纪香港的金额，而客户需对中信证券经纪香港因此而每次需付

- 的收费及开支负责。此外，中信证券经纪香港有权，客户亦明白及同意中信证券经纪香港有权，就该项于任何时候透露客户的个人资料予收数公司。
- 22.8 如协议所载资料有任何重大改变，每一方均须就此知会对方（为免生疑问，所指包括客户资料表格）。
- 22.9 只要中信证券经纪香港及其附属人和相关人士按诚信原则下行事，中信证券经纪香港及其附属人和相关人士便无须就任何延迟或未有履行义务及因此而导致的任何损失承担责任。此外，中信证券经纪香港、其附属人和相关人士无须对任何直接或间接源自任何其无法控制的事件所引致的任何损失或任何后果负责，包括但不限于政府限制、实施紧急程序、交易所裁决、第三者行为、停牌或停工、战争、罢工、市场情况、骚乱、恐怖主义行为或恐怖主义行为的恫吓、自然灾害及任何中信证券经纪香港的控制范围以外的其他情况。
- 22.10 客户须在有关到期日或在中信证券经纪香港要求时支付的本条款项下应缴付的所有款额，及应即时以可动用的及可自由转让的资金以有关的货币在有关到期日缴付予中信证券经纪香港。所有缴款须为全数缴款，不可作出抵销或有关及不可扣除或现有的或将来的税款、关税、课税或作任何其他性质的预扣或扣减。如任何须缴付予中信证券经纪香港的费用须作任何扣减、须缴付税款或任何其他预扣（除有关中信证券经纪香港收入的税款外），客户须立即向中信证券经纪香港缴付此等额外金额以确保中信证券经纪香港所收取的金额相等于在没有作出该等扣减、缴付税款或预扣任何金额前中信证券经纪香港应收的款项。
- 22.11 客户谨此确认已收到及阅读本协议的中文版本，并且其明白和接纳本协议的条款。如中、英文版本有任何歧异，概以客户于客户资料表格中选择为管辖语版本为准。
- 22.12 本条款及条件废除及取代之前的所有委托及协议，除非客户与中信证券经纪香港另作出书面安排，任何其后开设的户口将按本条款及条件操作。
- 22.13 本条款及条件各项条款均不可由不属本条款及条件的签署方的人士按照《合同（第三者权利）条例》（香港法例第 623 章）强制执行，由中信证券经纪香港的附属人及他们的相关人士作出的除外。本条款及条件授予第三者的任何权利不包括转让权，而废除或更改本条款及条件不需要得到他们的同意。

23. 修改

- 23.1 中信证券经纪香港有权随时修改，增加或删除任何条款及条件、附录、结单、确认书、成交单据、条款书、收费表、认购文件或协议的其他部分。中信证券经纪香港有绝对权力，以其认为适当方式向客户发布此等修订，包括但不限于透过其网站发布或透过书面通知客户此等修订（或任何其他相关部分）。客户亦可随时于中信证券经纪香港网页上查看最新版本的协议。客户如希望继续维持其账户或使用中信证券经纪香港所提供的任何服务，则被视为接受经修订的协议并受其约束。

24. 管辖法律及适用规定

- 24.1 协议及协议中的所有权利、义务及责任均受香港之法律所管限及据其解释。
- 24.2 就任何与协议产生的纠纷而言，客户同意接受香港法院的非独占司法管辖权管辖，但接受该管辖并不损害中信证券经纪香港于任何其他具有司法管辖权的法院向客户提出起诉之权利。
- 24.3 若客户在香港以外地方居住或注册的人士或公司，客户兹委任客户资料表格中所列的人士或之后委派的其他人士作为法律文件接收人，以收取任何涉及客户的法律诉讼的所有通知及通讯，而客户亦同意就在香港法院进行的法律诉讼而言，任何送达法律文件至该法律文件接收人，即构成对客户法律文件的妥善送达。在不影响根据前述句子委任的法律文件接收人的有效性，或送达法律文件至该法律文件接收人的有效性的，客户亦已于客户资料表格或按本条款第 20.1 条向中信证券经纪香港提供香港的地址（「**香港地址**」）的前提下，同意就在香港法院进行的法律诉讼而言以邮寄或送交方式将法律文件送达该香港地址，即构成对客户妥为送达法律文件。
- 24.4 客户、中信证券经纪香港和代表客户进行的所有证券交易均须遵从由交易所或市场及其结算公司（若有）（包括但不限于交易所、香港中央结算有限公司和香港联合交易所期权结算有限公司）不时制订当时适用的章程、附则、规则、规定、收费及其他关税和强制性费用（包括但不限于有关交易或结算的征费），并遵从任何政府或监管当局的一切法律、规定和命令及其不时适用的修订。中信证券经纪香港兹授权依照有关交易所、市场或结算公司颁布的规则收取任何该等交易费或其他征费。客户须受中信证券经纪香港对证券户口或客户证券交易或期货等交易的融资不时作出适用的一切规则所约束。中信证券经纪香港或任何其他附属人均可作为代表客户进行任何交易时交易的另一方。

25. 仲裁

- 25.1 中信证券经纪香港拥有全权的选择权及绝对酌情权，决定凡因本协议引致或与本协议相关的任何争议、争执或申索、或由此导致的违约、终止或失效，须根据现时的《联合国国际贸易法委员会仲裁规则》及可能经本条修订的规则以仲裁方式解决。指定仲裁员的机构为香港国际仲裁中心。仲裁须于香港国际仲裁中心进行，并须只由一名仲裁员仲裁。任何有关仲裁员由香港国际仲裁中心根据本协议日期生效的香港国际仲裁中心仲裁规则进行，包括《联合国国际贸易法委员会仲裁规则》所包含的附加规则。仲裁程序所使用的语言应为英语。

26. 风险披露声明

客户应于作出投资前，知悉金融市场存在的多种不同风险。本风险披露声明未能载列所有风险，并且可能不时经附加风险披露修订或补充。

证券交易的风险 客户知悉证券价格常有变动，并有时可能会非常波动。证券价格并可升降，甚至可能变成毫无价值。买卖证券未必一定能够赚取利润，反而可能会招致损失。

买卖创业板股份的风险 创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利业绩或在无需预测未来盈利的前提下在创业板上市。创业板股份可能非常波动及流动性很低。客户仅应在经详细及仔细考虑后，才作出有关的投资决定。创业板市场的较高风险性质及其他特点，意味着这个市场较适合专业及其他认识程度足够的投资者。现时有关创业板股份的资料只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登财务公告。

假如客户对本风险披露声明的内容或创业板市场的性质及在买卖创业板股份所涉及的任何不明白或不理解之处，应寻求独立的专业意见。

在香港以外地区收取或持有客户资产的风险 中信证券经纪香港在香港以外地区收取或持有客户资产将受到有关海外司法管辖区适用的法律和规则所监管，而该等法律和规则与证券及期货条例（香港法律第 571 章）及其规则或有不同。因此，该客户资产未必能享有在香港收取或持有客户资产所能获得的相同保障。

人民币计值证券的特定风险

1. 人民币证券受汇率波动影响，而汇率波动可能产生机会或风险。客户如将人民币兑换为港币或其他外币时，可能受人民币汇率波动影响而招致损失。
2. 目前人民币并非完全可自由兑换，而通过银行进行人民币兑换亦受每日限额限制及不时适用的其他限制。客户务须留意不时适用的有关兑换的限制及其变动。如客户需兑换的人民币金额超过每日限额，须预留时间以备兑换。
3. 客户如希望透过银行收取人民币款项（例如售卖收益及股息），应开立人民币银行账户作收支之用。
4. 结单及成交单据所示任何与人民币证券交易有关的人民币兑换乃基于交易所进行有关交易日上午十一时正或交易所不时规定的其他时间就有关人民币提供的现行汇率而在。但是，实际上交或其他兑换日进行的人民币兑换将由中信证券经纪香港以主办人的身份按市场当时通行汇率而决定之汇率进行。
5. 如客户提供用于交收之款项为人民币以外之货币，中信证券经纪香港将以主办人的身份按市场当时通行汇率以其所决定之汇率将交收之款项兑换为人民币。
6. 人民币证券将以人民币交易及交收，但是所有交易相关费用（包括印花税、证监会交易征费及交易所交易费）均会由中信证券经纪香港代表客户以港币支付予税务局、证监会及交易所（视情况而定）。在人民币交收款项中，中信证券经纪香港会将相当于交易相关费用的款额兑换成港元以作交收之用。就交易相关费用的外汇兑换所产生的任何收益或亏损应由中信证券经纪香港（而非客户）负责。客户无权就上述货币兑换产生的任何收益作出任何索偿。

提供代存邮件的授权书的风险 假如客户已申请使用中信证券经纪香港的信件留存服务，客户须尽速亲身收取所有成交单据、确认及结单，并加以详细阅读，以确保可及时觉察到任何差异或错误。**在香港联合交易所有限公司买卖纳斯达克—美国证券交易所证券的风险** 按照纳斯达克—美国证券交易所试验计划（试验计划）挂牌买卖的证券是针对认识程度足够的投资者为对象。客户在买卖该项试验计划的证券之前，应先咨询中信证券经纪香港的意见和熟悉该项试验计划。客户应知悉，按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

期权交易的风险 买卖期权的亏损风险可以极大。在若干情况下，客户所蒙受的亏损可能会超过最初存入的保证金金额。即使客户设定了附带执行买卖盘，例如「止蚀」或「限价」等指示，亦未必能够避免损失。市场情况可能使该等指示无法执行。客户可能会在短期间内被要求存入额外的保证金。假如未能在指定的时间内提供所需数额，客户的未平仓合约可能会被平仓。客户仍然要对其户内任何因此而出现的赤字数额负责。因此，客户在买卖前应研究及理解期权，以及根据本身的财政状况及投资目标，仔细考虑该等买卖是否适合客户。如果客户买卖期权，便应熟悉行使期权及期权到期时的程序，以及客户在行使期权及期权当时的权利与责任。

交易设施

电子交易设施是由基于电脑部件的系统支援，用以路由、执行、配对、登记或结算交易。它们有设施及系统一样，它们也会遭受短暂干扰或失灵。客户追讨若干亏损的能力可能受限于系统供应商、市场、结算行及/或参与就承担责任而实施的限制。该等限制可能有异，客户应就此方面向其交易的券商查询详情。

电子交易 于一个电子交易系统上进行交易可能有别于在其他电子交易系统进行交易。如果客户在一个电子交易系统进行交易，客户将要面对与系统相关（包括硬件及软件）失灵。任何系统故障可能导致未能按照客户的指令执行指示，又或根本未有执行客户的指示。

交易所以外进行交易的风险 于若干的司法管辖区，并且仅限于受管制的情况下，某些商号可获准进行交易以外的交易。与客户交易的商号可能作为客户在该宗交易的对对手方。情况是有可能难以或不能将现有仓位平仓、评估价值、确定公允价值或评估所面对的风险。因此，此等交易可能涉及更大风险。交易所以外进行的交易可能监管较少或由另一个监管机制监管。客户于进行该等交易前应熟悉适用的规则及其伴随的风险。

于交易所买卖的衍生权证、投资于衍生工具的基金、牛熊证及股票挂钩票据（以下统称「衍生产品」）的风险 以下的风险披露并无注明衍生产品的所有风险。客户若对衍生产品的风险有任何疑问，客户应在作出任何投资决定前，咨询独立专业顾问的意见。客户于投资衍生产品前，应先评估其承受风险的能力及财务状况、产品特性及发行人的信用借贷能力。除非客户完全明白及愿意承担投资衍生产品的风险，包括亏损投资本金的全数，否则不应投资衍生产品。

投资衍生产品的一般风险

1. 衍生产品是复杂及具杠杆效应的产品，并涉及高度风险。
2. 衍生产品是有期限的及将于到期日失效。衍生产品的价值会随时间而递减，并于到期日变成完全没有价值，造成投资本金全数亏损。
3. 衍生产品的价格波动远高于其相关资产的价格波动。衍生产品的价格会取决于多项因素，包括但不限于利率、距离衍生产品到期的剩余时间、相关资产的价格、与衍生产品联系的相关资产价格的波动、相关证券的流通量等。这些因素的轻微波动，可能导致衍生产品的价格大幅改变。当两个或以上的因素同时对衍生产品行使效力，衍生产品的价格可能会难以预测。
4. 衍生产品有机会流通量不足。若衍生产品的相关资产暂停买卖，衍生产品的交易亦可能会被暂停。流通量提供者有可能是该衍生产品的唯一市场参与者，因此衍生产品的次级市场可能是有限的。客户不获保证可随时按其意愿平仓。
5. 客户会面对有关衍生产品的交易对手风险。若衍生产品的发行人及/或保证人失责，客户可能损失全部投资本金。

衍生权证的特定风险 衍生权证是一项投资工具，予以投资者权利（但非责任）在指定日期或之前以预定价格购入或出售相关资产（例如股票）。衍生权证有机会流通量不足。当衍生权证流通量提供者认为衍生权证的公平价值为低于 HK\$0.01，流通量提供者没有责任提供衍生权证买卖价。有关衍生权证在到期时可能完全没有价值。客户可能需持有该衍生权证直至到期，并客户可能损失全部投资本金。

投资于衍生工具的交易所买卖基金的特定风险 交易所买卖基金可投资于股份指数期货合约及其他衍生工具。衍生工具价格变化幅度甚大，并偶尔会出现急速之大幅变动。与传统证券相比，衍生工具较容易受利率变动或市价突然波动所影响，因为衍生工具所要求之按金较少，且衍生工具所涉及之杠杆效应极高。故此，衍生工具出现相对较为剧烈的价格变动，有可能即时导致交易所买卖基金蒙受重大损失（或收益）。倘交易所买卖基金投资于衍生工具而非只投资于传统证券，其损失亦会较大。此外，不少衍生工具均不在证券交易所买卖。因此，进行涉及衍生工具交易之交易所买卖基金须承受因该交易所买卖基金之任何交易对手未能或拒绝履行合约责任之风险，因而令交易所买卖基金须承受额外流动性风险。由于场外衍生工具市场一般并非由政府机关监管，而该等市场之参与者亦毋须就买卖之合约持续作价，故此上述之风险亦会受到影响。

牛熊证的特定风险 牛熊证设有固定到期日，并紧贴相关资产（例如股票、指数、商品及货币）的表现。牛熊证有牛证和熊证之分，客户可以看好或看淡相关资产而分别选择买入牛证或熊证。当相关资产价格触及提前赎回价，发行商会收回有关牛熊证。当牛熊证被收回后，该牛熊证不可再次复牌，即使相关资产价格及后反弹至有利水平，投资者亦不会因此获利。任何在此强制提前赎回事宜后始执行的交易将不被承认并不会被取消。客户应注意牛熊证是复杂及具杠杆效应的投资，亦未必适合所有投资者。牛熊证的杠杆作用可扩大潜在回报及潜在亏损。在最差的情况下，客户可能会损失全部投资本金。当牛熊证交易接近提前赎回价时，客户应加紧留意。即使牛熊证设有流通量提供者，投资者不获保证可以随时按其意愿以其目标价买入或沽出牛熊证。

股票挂钩票据的特定风险 股票挂钩票据是由股票/存款与期权结合而成，其回报是基于相关资产的价格表现而定。其最大回报通常限于一个预先订定的金额。如相关资产的价格走势与客户预期出现重大程度的相反，客户可能损失全部投资本金。大部份的股票挂钩票据并非低风险产品。客户需承受发行商的信贷风险，而其回报主要视乎相关资产价格的未来走势。股票挂钩票据是涉及衍生工具的结构产品。其最大回报是有上限的，但其潜在损失可能很重大。客户在决定投资前阅读所有有关销售文件，以了解股票挂钩票据的特性及风险，均为犹其重要。

投资美国交易所上市或场外交易证券或美国衍生工具的特定风险 客户在投资任何受美国法律规管市场的证券或证券相类的工具前，应先了解适用于该等交易的美国规例。美国法律通常适用于美国市场交易，无论客户所属的国家法律是否亦适用。有众多（但此非指全部）股票、债券及期权均在美国证券交易所挂牌及交易。纳斯达克以是是交易商之间的场外交易市场，现已已成为一家美国交易所。就在交易所上市的股票、债券及期权而言，每家交易所会发布补充美国证券交易委员会规例的声明，以保障在该交易所进行买卖证券的个人及机构。交易商可以继续利用交易所挂牌或非交易所挂牌的工具进行场外交易。就未有在交易所挂牌的证券，其交易可以透过在场外电子交易板或载有代理（非真正的）交易商报价之交易商之间的粉红价单进行。这些交易设施是在纳斯达克以外设置。证券期权受美国证券交易委员会及该期权挂牌的证券交易所之规例管辖。期货合约或商品例如小麦或黄金的期权受美国商品期货交易委员会之规例管辖。商品期权例如房地产期权则不受美国证券交易委员会或美国商品期货交易委员会之规则限制。无论客户意欲投资在美国交易所挂牌的证券、场外交易证券或衍生工具（如期权或期货），客户应了解监管该客户拟进行交易之市场的有关规例。投资任何此等衍生工具均会涉及高风险，但一般而言，没有须在交易所挂牌要求的衍生工具会倾向使风险增加及衍生工具市场的性质倾向使风险进一步增加。场外电子交易板的庄家不能使用电子媒介与其他交易商沟通以执行交易。他们必须以手动方式与市场沟通，即使用标准电话线与其他交易商沟通以执行交易，此举可能会引致延迟与市场沟通。若在不同交易量增加，可引致场外电子交易板的证券价格大幅扩大及执行时间迟滞延长。客户在市场收盘时应加倍谨慎，并完全了解有关场外电子交易板交易的风险。市场数据如报价、交易量及市场大小可能或未必与纳斯达克或挂牌证券预期一样保持现况更新。因参与场外证券市场的庄家数目可能较少，该证券的流通量可能大幅较在市场挂牌证券的流通量低。因此，客户的指示可能只获部分执行，甚至全部不获执行。此外，市场收盘所收到的价格可能与输入买卖盘时的报价有明显的不同。当某一证券的股份交易减少，可引致卖出/买入价的差距增加及造成价格波动。在某些情况下，未必能在合理时间内为场外证券平仓。场外交易证券的发行商并无责任向投资者提供资讯，与证券交易委员会维持登记或向投资者提供年度报告。

27. 合适性

倘若中信证券经纪香港向阁下（客户）游说出售或推荐任何金融产品，该金融产品必须在条件及阁下的财务状况、投资经验和投资目的下合适适合阁下。本公司要求阁下签署的本条款及条款任何其他条文或任何其他文件及本公司要求阁下作出的任何陈述均不会减损本条的效力。

孖展证券贷款条款

致：中信证券经纪（香港）有限公司

香港中环添美道 1 号
中信大厦 26 楼

证券及期货条例（香港法例第 571 章）之持牌法团，获准许进行第 1 类（证券交易）及第 4 类（就证券提供意见）受规管活动。
香港联合交易所有限公司参与者 中央编号：AAE879

鉴于中信证券经纪（香港）有限公司（「**中信证券经纪香港**」）同意在本人/吾等（「**客户**」）的要求下向**客户**提供或继续提供孖展证券贷款，**客户**同意受下列条款所约束：

1. 定义及释义

1.1. 此等条款补充中信证券经纪香港的证券买卖条款（及其不时修改及/或补充的版本）。若此等条款与中信证券经纪香港的证券买卖条款有任何差异之处，均以此等条款为准。在此等条款中任何对「协议」的提述，均指证券买卖条款（经此等条款所修改及补充）中所定义的「协议」。

1.2. 中信证券经纪香港的证券买卖条款（及其不时修改及/或补充的版本）中所定义的词句，除非此等条款另有所指，在此等条款中应具有相同意义。

1.3. 在此等条款中，下列词语及词句具下列解释：

「**合格证券**」指中信证券经纪香港不时按其酌情权订定并通知**客户**的该等证券；

「**市价**」就任何个别证券于任何特定时间而言，指中信证券经纪香港按其绝对酌情权决定有关证券于有关时间在相同种类证券一般买卖的市场出售可得的市价；

「**孖展**」指**客户**存入或此后于任何时间中信证券经纪香港确认需要存入、转移或导致转移至由中信证券经纪香港或其代名人持有的金钱及合格证券，作为证券户口的抵押品；

「**孖展证券贷款**」指中信证券经纪香港不时按协议及中信证券经纪香港及**客户**不同意的特定条款的规定向**客户**提供的可循环使用信贷融通，并包括按协议记账入证券户口中的借贷款项；

「**孖展百分率**」指**客户**获准就孖展向中信证券经纪香港贷款（或以其他方式取得的财务融通）的合格证券市价的最高百分比；

「**欠款**」指**客户**于任何有关时间**客户**在孖展证券贷款项下或因其他原因向中信证券经纪香港承担的全部责任（不论是现有或将来的、实际或须待确定的、共同或个别的）；

1.4. 在此等条款中，凡提及「**条**」均指对此等条款中的条款。

1.5. 如此等条款适用，**客户**户口应作为一个孖展户口。

2. 孖展证券贷款

2.1. 孖展证券贷款的限额应为中信证券经纪香港不时通知**客户**的金额。

2.2. 孖展证券贷款的用途是为**客户**通过其证券户口不时购入或持有为中信证券经纪香港所接受的证券提供融资。

2.3. 中信证券经纪香港有权按其绝对酌情权于任何时间通知**客户**增加或减少孖展证券贷款的限额、撤销或终止孖展证券贷款、拒绝按孖展证券贷款提供任何借贷（不论其限额是否已超越）、或要求立即偿还按协议项下就孖展证券贷款或其他原因当时欠付中信证券经纪香港的所有或任何金额（不论是本金、利息或其他）。

2.4. 在沒有明显错误的情况下，由中信证券经纪香港出具指明**客户**按孖展证券贷款或其他原因在任何特定时间到期并须向中信证券经纪香港缴付欠金额的证书应对**客户**为最终证明并具约束力。

2.5. 中信证券经纪香港兹就获授权以孖展证券贷款支帐，以作支付**客户**就其购买证券应付中信证券经纪香港的金额或应付中信证券经纪香港的任何佣金或其他费用或开支。

3. 孖展通知

3.1. **客户**应维持孖展，并当中信证券经纪香港按其绝对酌情权确定需要就孖展百分率及孖展证券贷款提供足够的担保及应中信证券经纪香港要求，按照中信证券经纪香港列明的该等金额、方式及时限、缴付金额或将额外孖展金额存入一个指定户口（「**孖展通知**」）。孖展通知必须以可动用资金或存入证券及/或其他由中信证券经纪香港列明及**客户**拥有良好且无产权负担的业权的资产缴付。除非孖展通知在所订明的时间内被履行，中信证券经纪香港可按其绝对酌情权，拒绝接纳任何指示而毋须对其不接纳或不进行任何指示而产生或与之有关的任何损失负责。

3.2. 尽管有第 3.1 条的规定，中信证券经纪香港无责任通知**客户**未能维持孖展。如果中信证券经纪香港单独认为其按照第 3.1 条催缴额外孖展为不切实可行（包括但不限于发生以下情况的转变或发展）：

(a) 涉及本地、国家或国际货币、金融、经济或政局或外汇管制可能出现转变，导致或中信证券经纪香港认为可能导致香港或其他地区的股票、货币、商品或期货市场出现重大或不利波动；或

(b) 产生可能对**客户**的情况或营运有重大不利影响的状况；则中信证券经纪香港应被视为已按其确定的方式及/或金额作出孖展通知，而**客户**须缴付该即时到期的额外孖展。

3.3. (a) 如果**客户**未能维持孖展或未有履行中信证券经纪香港作出的孖展通知，或中信证券经纪香港已取消或终止孖展证券贷款，中信证券经纪香港可在无须申索、通知、采取法律程序或其他行动于有关市场或以私人协议形式按中信证券经纪香港绝对酌情权认为适合的条款在并不受任何**客户**的信托、索偿、赎回权利及衡平行法的权利的影响下出售、变现、赎回、清算或以其他方式处置证券户口中的证券或其任何部分。

(b) 任何因上述出售、变现、赎回、清算或处置而取得的款项将按照中信证券经纪香港所撰写的先后次序处理，直至欠付中信证券经纪香港的欠款经已偿付或已维持所需的孖展。在一般情况下，中信证券经纪香港只会出售、变现、赎回、清算或处置以满足上述要求的数量的证券。无论如何，中信证券经纪香港无须因出售、变现、赎回、清算或处置多于以满足上述要求的证券而对**客户**负上任何责任。**客户**无权向中信证券经纪香港就任何因上述的出售、变现、赎回、清算或处置或计划出售、变现、赎回、清算或处置而引起的损失向中信证券经纪香港作出任何索偿，不论引起有关损失的原因，亦不论有关证券若延迟或提早出售、变现、赎回、清算或处置或其他原因会否取得更好的价格。

3.4. **客户**承诺弥偿中信证券经纪香港及其高级职员、雇员及代理人任何因**客户**违反其在协议下之责任而引致或与此有关之任何损失、费用、索偿、责任或开支，包括中信证券经纪香港在合理及需要之情况下承担的任何费用。

3.5. 本第 3 条应不抵触证券买卖条款中给予中信证券经纪香港的权利及权力，包括但不限于该条款中的第 10 条及第 17 条。

4. 利息

4.1. **客户**应向中信证券经纪香港支付就欠款按中信证券经纪香港不时通知**客户**的利率计算的利息。除非另行订明，利息将从贷款日起按每年 365 日的基准每日累计，并将不时附加于及组成欠款的一部分，利息按月累计记入证券户口借帐。

5. 权力

5.1. 在不影响此等条款下赋予中信证券经纪香港的其它权力的原则，并在每个个别交易作为独立于中信证券经纪香港与**客户**之间或由中信证券经纪香港代表**客户**进行的任何其他交易的情况下，中信证券经纪香港兹获授权代表**客户**放弃管有或控制由中信证券经纪香港或其代名人持

有或代**客户**持有的所有或任何证券，并在各种情况下按照适用法律、规例、规定及**客户**不时授予中信证券经纪香港的任何授权的规定，出借、出售、寄存、押记或再押记全部或任何该等证券。**客户**现授权中信证券经纪香港：

(a) 将任何**客户**的证券及证券抵押品存放于认可财务机构（按银行条例定义），作为提供予向中信证券经纪香港财务通融的抵押品；

(b) 根据证券及期货（**客户**款项）规则按证券借贷协议运用**客户**的证券及证券抵押品；

(c) 将**客户**的证券及证券抵押品存放于(1) 认可结算所或(2) 另一获发牌或获注册进行证券交易的中介人，作为解除中信证券经纪香港的结算义务和满足中信证券经纪香港的结算责任的抵押品。

5.2. **客户**知悉在取得按第 5.1 条所授予或提及的权力及**客户**可能授予的任何其他权力后，中信证券经纪香港应可自由地按照该等授权及在适用的法律和法规容许的范围内买卖**客户**之证券。

5.3. 按上述第 5.1 条**客户**的授权之有效期为由本条款之日期起计不多于 12 个月，并可于订立协议的历年完结或之前续期，随后之每个历年按次延续 12 个月。若中信证券经纪香港于现有授权期限届满前最少 14 日向**客户**发出书面通知，而**客户**在该授权期限届满前未有通知中信证券经纪香港表明反对，则该授权应视为已被续期。上文提及的该通告应提醒**客户**有关授权期限行将届满及通知**客户**除非**客户**表示反对，**客户**的授权将会以本条列出的相同条款续期，为期为 12 个月。**客户**可书面通知中信证券经纪香港撤销有关授权，而该授权撤销将于中信证券经纪香港收到撤销通知书的实际日期后一个月生效。

5.4. 在不影响中信证券经纪香港根据此等条件及条款赋予的累积权利及申索下，当中信证券经纪香港已取消或终止孖展证券贷款，中信证券经纪香港可以行使绝对酌情权，结束**客户**的相关证券户口作为孖展户口及继续保持该户口作为现金户口，并在此后，经不时修订及/或补充的中信证券经纪香港证券买卖条件及条款应为唯一适用于该户口的一切证券买卖及相关服务的条款。

6. 风险披露声明

金融市场存在种种不同风险，投资者于作出投资前必须留意。此风险披露声明未能尽录所有风险，并且可能不时为附加风险披露声明所修订或补充。

保证金买卖的风险

藉存放抵押品而取得融资进行交易的亏损风险可能极大。**客户**所蒙受的亏蚀可能会超过**客户**存放于中信证券经纪香港作为抵押品的现金及任何其他资产。市场情况可能使附带执行买卖指示，例如「止蚀」或「限价」指示无法执行。**客户**可能会在短时间里被要求存入额外的保证金金额或缴付利息。假如**客户**未能在指定的时间内支付所需的保证金金额或利息，**客户**的抵押品可能会在未经**客户**的同意下被出售。此外，**客户**将要为其户口内因此而出现的任何缺乏数额及需缴付的利息负责。因此，**客户**应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否合适**客户**。

提供再抵押证券抵押品授权的风险

向中信证券经纪香港提供授权，容许其按照任何证券借贷协议书使用**客户**的证券或证券抵押品，将**客户**的证券抵押品再抵押以取得财务通融、或将**客户**的证券抵押品存仓，以作为履行及满足其结算责任及债务的抵押品，存在一定风险。

若**客户**的证券或证券抵押品是由中信证券经纪香港在香港收取或持有的，则上述安排仅限于**客户**已就此给予书面同意的情况下方有效。此外，除非**客户**是专业投资者，**客户**的授权书必须指明其有效期，而该有效期不得超过 12 个月。若**客户**是专业投资者，则此等限制将不适用。

另外，若中信证券经纪香港在有关授权的期限届满前最少 14 日向**客户**发出有关授权将被视为已续期的提示，而**客户**对于在现有有关授权的期限届满前以此方式将该授权延续不表示反对，则**客户**的授权将会（即在沒有其书面同意下）被视为已续期。

现时并无任何法律规定**客户**必须签署此等授权书。然而，中信证券经纪香港可能需要有授权书，以作例如向**客户**提供保证金贷款或容许**客户**的证券或证券抵押品借出予第三方或作为抵押品存放于第三方。中信证券经纪香港应向**客户**阐释将为何种目的而使用此等授权。

倘若**客户**签署授权书，并**客户**的证券或证券抵押品已借出予或存放于第三方，该等第三方将对**客户**的证券或证券抵押品具有留置权或可作出押记。虽然中信证券经纪香港须根据**客户**的授权书而借出或存放属于**客户**的证券或证券抵押品对**客户**负责，但任何中信证券经纪香港的失责行为可能会导致**客户**损失其证券或证券抵押品。

包括中信证券经纪香港的大多数交易商均可提供不涉及证券借贷的现金户口。假如**客户**并不需要保证金贷款，或不希望其证券被借出或质押，则**客户**不应签署上述的授权书，并要求开立此等现金户口。