



國投證券(香港)有限公司  
SDIC SECURITIES (Hong Kong) Limited

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**國投證券（香港）有限公司**  
**SDIC SECURITIES (HONG KONG) LIMITED**

**Agreement for Securities Trading Account**  
**證券交易賬戶協議**

**Important:** The terms and conditions herein which set out the respective rights and obligations of the client and SDIC SECURITIES (Hong Kong) Limited (“SDIC Securities HK”) in relation to the securities trading account are legally binding on both the client and SDIC Securities HK.

Please read them carefully before you agree to be bound by them.

**1. Definitions**

1.1 In these Terms:

“**Account Opening Information Form**” means the Account Opening Form including the notes and the statement thereto or, as the context requires, any amendments made thereto from time to time pursuant to Clause 1.2(c) to be completed and signed by the Client, and, where the Account Opening Form is to be accompanied by a statement of personal information of a shareholder or other person, includes all such statements and any relevant statement of personal information;

“**Associate**” means in relation to SDIC Securities HK, a body corporate which is either its subsidiary, associated company or affiliated company including appointed executing brokers, dealers and/or institutions by SDIC Securities HK in Hong Kong or elsewhere

“**Business Day**” means a day (other than a Saturday) on which banks are open for business in Hong Kong;

“**CCASS**” means the Central Clearing and Settlement System operated by HKSCC;

“**Charged Securities**” means all Securities, receivables or monies in the Securities Account from time to time and all other monies and Securities of the Client which are now or shall in the future come into the possession, custody or control of SDIC Securities HK or, where appropriate, into the possession, custody or control of any of its Associate, from time to time and for any purpose whatsoever, and shall include any additional or substituted Securities, and all dividends or interest paid or payable, rights, interests, monies or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise on or in respect of such Securities or additional or substituted Securities;

“**Clearing System**” means (i) CCASS and its appointed depository and (ii) any other clearing system from time to time used in connection with Transactions in Securities and any depository for any such clearing system;

“**Client**” means the person or persons who have signed the Account Opening Form and where the Securities Account is opened by more than one person means all of such persons collectively and any personal representative or successor in title thereof and any permitted assign thereof;

“**ChiNext Shares**” means any securities accepted for listing and admitted to trading on the ChiNext market operated by Shenzhen Stock Exchange from time to time;

“**dissolution**” of a person also includes the winding-up, liquidation or bankruptcy of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled, or resident or carries on business or has assets and “dissolved” shall be construed accordingly;

“**encumbrance**” means any mortgage, charge, pledge, lien, assignment by way of security, financial lease, deferred purchase, sale-and-repurchase or sale-and-leaseback arrangement, hypothecation, retention of title by a vendor or other security interest given or arising in respect of any assets, and any arrangement the effect of which is to prefer any creditor or any agreement for any of the same;

“**Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Financial Product**” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

“**HKSCC**” means the Hong Kong Securities Clearing Company Limited including, where the context so requires, its agents, associates, representatives, officers and employees;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Hong Kong Regulators**” means the Exchange, the Securities and Futures Commission and/or any other regulator in Hong Kong having jurisdiction over Transactions in Securities;

**重要提示：**對於證券交易賬戶而言，本文件所載條款註明客戶與國投證券（香港）有限公司「國投證券」之間各自的權利及責任。這些條款對客戶與國投證券均具法律約束力。

閣下同意受其約束前請仔細閱讀。

**1. 定義**

1.1 於此等條款中：

「**開戶表格**」指開戶表格（包括表格的附註及聲明），或（如文義規定）不時根據第 1.2(c)條就表格作出並由客戶填妥及簽署的任何修訂，以及倘開戶表格須隨附股東或其他人士的個人資料聲明，則包括一切該等聲明及任何有關的個人資料聲明；

「**聯營公司**」指與國投證券有關連的附屬公司、有關公司或有關連的法人團體包括國投證券委派的執行經紀、交易商及/或金融機構（不論在香港或其他地方）；

「**營業日**」指香港銀行開放營業的日子（星期六除外）；

「**中央結算系統**」指由香港結算營運的中央結算及交收系統；

「**已抵押證券**」指一切證券、應收帳項或不時於證券帳戶的款項，以及客戶現在或將來由國投證券管有、保管或控制或（倘適用）由國投證券的任何聯營公司不時管有、保管或控制及作任何用途的一切其他款項及證券，並包括任何附加及替代證券，以及該等證券或附加或替代證券或與其有關並透過贖回、紅利、優先、選擇或其他形式於任何時間累計或提供的一切已付或應付股息、利息、權利、權益、款項或財產；

「**結算系統**」指(i)中央結算系統及其獲委任存管處及(ii)不時用於證券交易的其他結算系統及任何該等結算系統的任何存管處；

「**客戶**」指簽署開戶表格的人士；倘證券帳戶是由超過一名人士開設，客戶則指所有該等人士的統稱及證券帳戶的任何遺產代理人或所有權繼承人及證券帳戶的任何認可受讓人；

「**中國創業板股份**」指任何不時獲接納在深圳交易所營辦的中國創業板市場上市並准許進行交易的證券；

「**解散**」一名人士的解散包括該名人士的清盤、清算或破產，以及根據該名人士註冊成立、原籍或居住或從事業務或擁有資產的任何司法管轄區法例下的任何相同或相似的程序；

「**產權負擔**」指透過任何資產提供或產生的擔保、融資租賃、遞延購買、買賣及回購或售後租回安排、押貨預支、賣方保留所有權或其他證券權益而作出的任何按揭、押記、抵押、留置權、轉讓，及為任何債權人提供優先權的任何安排或就上述任何一項訂立的任何協議；

「**交易所**」指香港聯合交易所有限公司；

「**金融產品**」指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

「**香港結算**」指香港中央結算有限公司，包括（如文義規定）其代理人、代名人、代表、高級人員及僱員；

「**香港**」指中華人民共和國香港特別行政區；

「**香港監管機構**」指交易所、證券及期貨事務監察委員會及/或於香港擁有證券交易的司法管轄權的任何其他監管機構；

“**Liabilities**” means all monies, liabilities and obligations, whether actual or contingent, present or future, due, owing or incurred from or by the Client to SDIC Securities HK, its Associate in connection with the Securities Account and these Terms (including, for the avoidance of doubt, the Schedules, where applicable) or for which the Client may otherwise be or become liable to SDIC Securities HK on any account or in any manner or currency whatsoever (whether alone or jointly with any other person and in whatever name, style or firm), together with interest from the date of demand to the date of payment, legal costs and all other costs, charges and expenses incurred by SDIC Securities HK, its Associate in connection with the recovery or attempted recovery of such monies, liabilities and obligations;

“**Market**” means any stock or other exchange (including the Exchange), responsible association of dealers or corporation, whether within or outside Hong Kong, so dealing in securities as to provide a market for securities;

“**Rules**” means (i) the General Rules, Operational Procedures and other applicable rules, procedures and regulations of CCASS and (ii) the applicable rules, procedures and regulations of any other Clearing System, from time to time in force;

“**Securities**” means any shares, stocks, debentures, loan stocks, bonds, notes, unit trusts, certificates of deposit or other commercial paper or securities of or issued by any body, whether incorporated or unincorporated, or any government authority for the time being traded in a Market and acceptable to SDIC Securities HK, (a) rights, options or interests (whether described as units or otherwise) in or in respect of any of the foregoing; (b) certificates of interest or participation in, or temporary or interim certificates for, receipts for or warrants to subscribe to or purchase, any of the foregoing; or (c) any instruments commonly known as securities;

“**Securities Account**” means the account opened and maintained in the name of the Client with SDIC Securities HK subject to these Terms;

“**SFO**” means the Securities and Futures Ordinance (Cap. 571) of Hong Kong;

“**STAR Shares**” means any securities accepted for listing on the Science and Technology Innovation Board operated by the Shanghai Stock Exchange;

“**SDIC Securities HK**” means SDIC SECURITIES (Hong Kong) Limited and its successors and assigns, being an exchange participant in the Exchange (Broker No.1905) and a licensed corporation under the Securities and Futures Ordinance (CE Number: AUW685) permitted to carry out Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities;

“**these Terms**” means these terms as from time to time amended or supplemented pursuant to Clause 14 including where applicable, the Schedules (the First to Sixth Schedules), the Account Opening Form and notice of authorized account signatories;

“**Transactions in Securities**” means any agreement to purchase, invest in, subscribe for, sell, exchange or otherwise dispose of any Securities and generally dealing in any and all kinds of Securities including holding Securities in the name of SDIC Securities HK or its Associate;

“**U.S. person**” includes any natural person who is a citizen of or resident in the United States; a corporation, partnership or other business organization organized or incorporated under the laws of the United States or any political subdivision thereof, any estate or trust which is administered by an executor or trustee who is a U.S. person or the income of which is subject to U.S. federal income taxation regardless of its source; any account (other than any estate or trust) held by a dealer or fiduciary for the benefit of a U.S. person and any partnership or corporation organized and incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933. “U.S. person” shall not include any branch or agency of a United States bank or insurance company that is operating outside the United States for valid business reasons as a locally regulated branch or agency engaged in the banking or insurance business and not formed primarily for the purpose of investing in securities not registered under the United States Securities Act of 1933. For the purposes of this definition, the “United States” includes the United States of America, its states, territories and possessions and the District of Columbia;

“**virtual assets**” means digital representations of value which may be in the form of digital tokens (such as digital currencies, utility tokens or security or asset-backed tokens), any other virtual commodities, crypto assets or other assets of essentially the same nature, irrespective of whether they amount to “securities” or “futures contracts” as defined under the SFO, but excludes digital representations of fiat currencies issued by central banks (as amended from time to time by the Securities and Futures Commission).

「**債務**」指客戶對國投證券、其聯營公司就證券帳戶及此等條款（為免生疑問）包括附表（如適用）實際或或然、現在或將來應付、欠負或涉及的一切款項、債務及責任，或客戶可能於任何帳戶或以任何方式或任何貨幣（不論單獨或與任何其他人士共同，及以任何名稱、形式或商號）可能或須以其他方式向國投證券負上的責任，連同由要求當日起至付款當日的利息，國投證券、其聯營公司就收回或企圖收回該等款項、債務及責任而涉及的法律費用及其他一切費用、收費及開支；

「**市場**」指任何股票或其他交易所（包括交易所），交易商或法團的負責組織（不論位於香港或香港以外），從事買賣證券以提供一個證券市場；

「**規則**」指不時生效的(i)一般規則、運作程序及中央結算系統的其他適用規則、程序及規例及(ii)任何其他結算系統的適用規則、程序及規例；

「**證券**」指現時於市場交易及為國投證券所接納的任何股份、股票、債權證、借貸股票、債券、票據、單位信託、存款證或任何團體（不論是否註冊成立或非註冊成立）或任何政府機構的或發行的其他商業票據或證券，亦可（按國投證券的絕對酌情權）包括(a)上述任何項目或與其有關的權利、選擇權或權益；(b)上述任何項目的權益或參與證明書或臨時或中期證明書或認購或購買上述任何項目的票據或認股權證；或(c)一般稱為證券的任何票據；

「**證券帳戶**」指以客戶的名義根據此等條款於國投證券開設及保留的帳戶；

「**《證券及期貨條例》**」指香港法例第 571 章《證券及期貨條例》；

「**科创板股份**」指任何不時獲接納在上海證券交易所營運的科创板市場上市的證券；

「**國投證券**」指國投證券(香港)有限公司及其繼承人及受讓人，為交易所的參與者(參與者編號:1905)及根據《證券及期貨條例》獲發牌(CE編號:AUW685)進行第1類(證券交易)及第4類(就證券提供意見)受規管活動的持牌法團；

「**此等條款**」指根據第 14 條不時修改或補充的條款，包括（如適用）附表（附表一至六）、開戶表格及獲授權帳戶簽署人通知；

「**證券交易**」指購買、投資、認購、沽售、交換或以任何其他方式出售任何證券的任何協議，以及任何及各類證券的一般買賣，包括以國投證券或其聯營公司的名義持有證券；

「**美國人士**」包括屬美國公民或居民的任何自然人；根據美國或其任何政治分部分法例組成或註冊成立的法團、合夥商號或其他商業組織；由一位為美國人士的遺囑執行人或受託人管理的任何遺產或信託，或該遺產或信託的收入須繳納美國聯邦入息稅（不論其來源）；任何由交易商或受信人為美國人士及任何根據任何海外司法管轄區法例組成或註冊成立並由美國人士組成的合夥商號或法團（主要從事投資非根據一九九三年美國證券法註冊的證券）的利益而持有的任何帳戶（任何遺產或信託除外）。「美國人士」不包括以有效商業原因而於美國以外經營作為從事銀行或保險業務的當地受規管分行或代理，並非為投資於非根據一九九三年美國證券法註冊的證券而設的美國銀行或保險公司的任何分行或代理。就本定義而言，「美國」包括美利堅合眾國、其州、領土及屬土及哥倫比亞地區；

「**虛擬資產**」指以數碼形式來表達價值的資產，其形式可以是數碼代幣（如數碼貨幣、功能型代幣，或以證券或資產作為抵押的代幣）、任何其他虛擬商品、加密資產或其他本質相同的資產，不論該等資產是否構成《證券及期貨條例》所界定的“證券”或“期貨合約”，但不包括由中央銀行發行以數碼形式來表達的貨幣（經證監會不時修訂）。

1.2 In these Terms:-

- (a) "include(s)" and "including" mean respectively "include(s) but not limited to" and "including but not limited to";
- (b) "subsidiary" shall bear the meaning given by the Companies Ordinance (Cap. 622) and "associated company" means, in respect of any person, any company (not being a subsidiary of that person) of which that person shall beneficially own twenty percent (20%) or more of the issued share capital or in respect of which that person is entitled to appoint one or more directors or, in relation to any company, any company which is a subsidiary of a holding company of that first mentioned company;
- (c) reference to a Clause, Sub-clause or Schedule is to a clause, sub-clause or Schedule of these Terms and reference to the Account Opening Form is to the Account Opening Information Form as completed by or on behalf of the Client and where such information has been amended by subsequent notice to SDIC Securities HK means the Account Opening Form as amended by such notice;
- (d) reference to an Ordinance is to an Ordinance or law of Hong Kong and any subsidiary legislation related thereto as from time to time amended, codified or re-enacted;
- (e) reference to the masculine gender includes the feminine and neuter gender and reference to the singular includes the plural and vice versa and reference to a person includes a company, institution, firm, partnership or other entity.

## 2. Appointment and Scope of Agency

2.1 The Client appoints SDIC Securities HK and SDIC Securities HK agrees to act as the Client's agent to effect Transactions in Securities on its behalf unless SDIC Securities HK indicates (in the contract note for the relevant Transaction in Securities or otherwise) that SDIC Securities HK is acting as principal. Nothing herein contained shall constitute SDIC Securities HK as trustee for the Client or a partnership between SDIC Securities HK and the Client.

2.2 Notwithstanding that SDIC Securities HK is acting as the Client's agent in effecting any Transaction in Securities, SDIC Securities HK may, in its absolute discretion, decline to accept instructions for any Transaction in Securities without giving any reason thereof. SDIC Securities HK shall not be liable to the Client for any loss whatsoever arising out of or in connection with its not accepting or acting on such instructions or omitting to give notice of the non-acceptance of any instructions.

2.3 Where the Client is approved by SDIC Securities HK to engage in margin trading, the Client will be subject to the further terms and conditions set out in the First Schedule. However, nothing herein requires SDIC Securities HK to provide such other facilities. Where pursuant to these additional facilities, Liabilities arise, then, in addition to any rights which SDIC Securities HK may have, the Securities held hereunder shall be subject to the charge herein as security or collateral thereof (without the need for any other documentation signed by the Client) and the same applies to all Liabilities howsoever arising.

2.4 Where the Client applies for the use of the Internet trading and services facilities as provided by SDIC Securities HK, the Client accepts to be bound by the further terms and conditions set out in the Second Schedule as the case may be. However, nothing herein requires SDIC Securities HK to provide such other facilities.

## 3. Form of Instructions

3.1 Subject as provided in Clause 3.3, the Client shall give instructions in relation to Transactions in Securities direct to SDIC Securities HK in writing signed by the Client or on behalf of the Client by authorized signatories or by telephone. If an instruction is given in writing, the signatures of such signatories shall conform to the specimen signatures provided to SDIC Securities HK. If instructions are given by telephone, SDIC Securities HK is entitled to rely upon and act in accordance with such instructions without inquiry or verification by SDIC Securities HK of the authority or identity of the person making or giving or purporting to make or give such instructions and regardless of the circumstances prevailing at the time of the giving of such instructions.

3.2 SDIC Securities HK shall be entitled to treat an instruction given as provided in Clause 3.1 as fully authorized by and binding upon the Client. SDIC Securities HK shall be entitled (but not bound) to act on or take such steps in connection with or in reliance upon such instruction as SDIC Securities HK may in good faith consider appropriate, whether it may be an instruction to acquire, purchase, sell, dispose of or otherwise deal with Securities or transfer Securities from the Securities Account or purport to bind the Client to any agreement or other arrangement with SDIC Securities HK or with any other person or to commit the Client to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the value, type and quantity of the Securities involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instruction.

3.3 If SDIC Securities HK has agreed in writing to accept instructions which are given or transmitted by telephone by the Client direct to SDIC Securities HK, SDIC Securities HK has no responsibility for any delay, failure, error, interruption or suspension in the transmission or communication of

instructions or information on prices or the mistaken receipt of any instructions by any other party. SDIC SECURITIES HK is authorized

1.2 於此等條款中:-

- (a) 「包括」指「包括但不限於」;
- (b) 「附屬公司」具有公司條例(第 622 章)賦予的涵義;「有聯繫公司」指,就任何人士而言,該名人士實益擁有已發行股本百分之二十(20%)或以上或該名人士有權委任一名或以上董事的任何公司(非該名人士的附屬公司),就任何公司而言,屬開首提及該間公司的控股公司的任何附屬公司;
- (c) 條文、分條或附表是指此等條款的條文、分條或附表;開戶表格是指由客戶或代客戶填寫的開戶表格;由致國投證券的後續通知所更改的資料指由該通知所更改的開戶表格;
- (d) 條例是指香港的條例或法例及與之有關並不時修訂、編集或重新制定的任何附屬法例;
- (e) 男性的指稱包括女性及中性;單數的指稱包括複數,反之亦然;人士指公司、機構、商號、合夥商號或其他實體。

## 2. 代理人的委任及職責範圍

2.1 客戶委任國投證券而國投證券同意擔任客戶的代理人,以代其執行證券交易,惟國投證券(於有關證券交易的成交單據中或另行)指明國投證券擔任主事人除外。本文件概無任何內容構成國投證券成為客戶受託人或構成國投證券與客戶之間的合夥關係。

2.2 即使國投證券作為客戶的代理人執行任何證券交易,國投證券亦可按其絕對酌情權拒絕接納任何證券交易的指示,而毋須給予任何理由。國投證券毋須就客戶因或有國投證券不接納或不執行該等指示或不作出或不接納任何指示的通知而產生的任何損失負責。

2.3 倘客戶獲國投證券批准參與保證金交易,客戶將受附表一所載的其他條款及條件限制。然而,本文件的內容概無規定國投證券提供該等其他貸款。倘根據此等額外貸款導致產生債務,則除國投證券可能擁有的任何權利外,根據本文件持有的證券便須遵守本文件的抵押,作為該等債務的擔保或抵押品(毋須客戶簽署任何其他文件),並適用於因任何原因產生的一切債務。

2.4 倘客戶申請使用國投證券提供的網上交易及其他服務,客戶同意接受附表二所載的其他條款及條件所規限。然而,本文件的內容概無規定國投證券提供該等其他服務。

## 3. 指示方法

3.1 誠如第 3.3 條所規定,客戶須以由客戶或代表客戶的獲授權簽署人簽署的書面方式或以電話直接向國投證券發出關於證券交易的指示。若指示以書面方式發出,該等簽署人的簽署須與提供予國投證券的簽署式樣一致。若指示以電話發出,國投證券有權依賴及按照該等指示行事,而國投證券毋須查詢或核實作出或發出或聲稱作出或發出該等指示的人士的權力或身份,亦毋須理會發出該等指示當時的情況。

3.2 國投證券有權將按第 3.1 條規定所發出的指示視為經客戶全面授權及對客戶有十足約束力。國投證券有權(但不受制於)就或依賴國投證券真誠地認為適當的指示作出行動或採取步驟,不論指示是收購、購買、沽售、出售或以其他方式處置證券或從證券帳戶轉移證券或用意屬使客戶受與國投證券或任何其他人士訂立的任何協議或其他協議所約束或使客戶於任何其他類型交易或任何形式的安排中作出承擔,而毋須理由由該交易或安排的性質或所涉及證券的價值、類別及數量,以及不管該交易條款有否任何錯誤、誤解或不清晰。

3.3 若國投證券以書面同意接納由客戶直接以電話向國投證券發出或傳送的指示,則國投證券毋須就指示或價格資料的傳送或通訊的任何延遲、失效、錯誤、干擾或暫時終止或任何其他人士錯誤收取任何指示而負責。國投證券獲授權執行其接收的任何指示(不論如前述般延遲、失效、錯誤、干擾或暫時終止),而國投證券毋

to act upon any instructions received by it (regardless of delay, failure, error, interruption or suspension as aforesaid) and SDIC Securities HK shall not be required to check the accuracy or authenticity of such instructions with the

Client, nor shall SDIC Securities HK be liable for any losses or costs suffered or incurred by the Client as a result of SDIC Securities HK acting upon the same. SDIC Securities HK shall be entitled to require the Client to enter into a further agreement if the Client wishes it to act on telephonic instruction.

3.4 Unless the Client gives specific instructions to SDIC Securities HK to the contrary, the Client acknowledges that all orders or requests are good for the day only and that, to the extent unfulfilled, they will lapse at the end of the official trading day of the Exchange or Market in respect of which they are given, but SDIC Securities HK can cancel specific instructions and close out the position from time to time according to the changes of market risk without prior notice to the Client.

3.5 If the Client gives instructions to SDIC Securities HK to effect any sale or purchase of Securities requiring an exchange into or from one currency to another, the costs thereof and any profit or loss arising as a result of a fluctuation in the exchange rate of the relevant currency will be entirely for the account of the Client. SDIC Securities HK may convert monies in the Securities Account into and from any currency at such rate of exchange as SDIC Securities HK shall in its sole discretion determine as being the then prevailing money market rate. Such conversion may be made for the purpose of any transaction or for the calculation of any debit balance due from the Client or credit balance owed to the Client.

3.6 The Client acknowledges that SDIC Securities HK will not accept any instruction to sell short on behalf of the Client. SDIC Securities HK shall not be responsible to the Client for verifying whether an instruction is to sell short. The Client undertakes that it will not give any short selling instruction, that it will notify SDIC Securities HK when a selling order is related to the short selling of Securities, such notice shall be given simultaneously with the selling instruction.

#### 4. Transactions in Securities

4.1 The Client authorizes SDIC Securities HK to instruct such executing brokers and overseas brokers and dealers (including SDIC Securities HK's Associate) as SDIC Securities HK may in its absolute discretion deem fit to execute any Transactions in Securities and acknowledges that the terms of business of such executing brokers and overseas brokers and dealers and the applicable Rules of any relevant exchange and/or Clearing System on and through which such Transactions in Securities are executed and settled shall apply to such Transactions in Securities.

4.2 All Transactions in Securities which SDIC Securities HK effects on the Client's instructions shall be effected in accordance with all laws, rules and regulatory directions applying to SDIC Securities HK. All actions taken by SDIC Securities HK in accordance with such laws, rules and directions shall be binding on the Client.

4.3 If SDIC Securities HK solicit the sale of or recommend any financial product or any product including any virtual assets to the Client, the financial product or product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document SDIC Securities HK may ask the Client to sign and no statement SDIC Securities HK may ask the Client to make derogates from this clause.

4.4 In relation to virtual assets related complex products which may also involve into trading that falls outside the jurisdiction of the Securities & Futures Commission ("SFC"), unless otherwise stipulated by the SFC, the Client shall only place order or give instruction if it has fulfilled the applicable requirements, including:

- (a) with regard to the assessment of ensuring the Client is a professional investor as defined under the SFO and/or in accordance with the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission" ("Code of Conduct") together with the Securities and Futures (Professional Investor) Rules ("Professional Investor");
- (b) with regard to the passing of knowledge test, suitability assessment and net worth assessment of the Client in connection to virtual assets related products; and
- (c) with regard to the Client's understanding of the nature and risks of investing in virtual assets related products and has read and understood the "Risk Disclosure Statements for Virtual Assets Related Products" set out in the Sixth Schedule.

4.5 If applicable, the Client shall not deposit or withdraw virtual assets (if any) from its Securities Account and should only deposit or withdraw fiat currencies from its Securities account, so as to minimise the risks associated with the transfer of virtual assets. Notwithstanding the foregoing, nothing herein requires SDIC Securities HK to provide such facilities in relation to the deposit or withdrawal of virtual assets.

須向客戶核實該等指示的準確性或真確性，並毋須就國投證券執行該等指示而導致客戶蒙受或涉及任何損失或費用負責。若客戶欲國投證券執行電話指示，國投證券有權規定客戶另行訂立一項協議。

3.4 除非客戶向國投證券發出相反的明確指示，否則客戶確認，所有指令或要求僅於當日生效，至於尚未履行的那部份指令，將於交易所或市場(即就該等市場而發出有關指令及要求)的正式交投日結束時失效，但國投證券可在並無向客戶發出事先通知的情況下，因應市場風險變化可隨時取消該指示及即時平倉。

3.5 若客戶向國投證券發出指示，執行須從一種貨幣兌換自或兌換至另一種貨幣的任何證券沽售或購入，沽售或購入的費用及有關貨幣匯率波動產生的任何溢利或虧損將全部由客戶承擔。國投證券可將證券帳戶內的款項按國投證券的絕對酌情權釐定為當時通行的貨幣市場匯率的匯率轉換自及轉換至任何貨幣。該轉換可為任何交易或計算客戶欠負的任何債項餘額或欠負客戶的信貸餘額而進行。

3.6 客戶確認國投證券將不會接納代客戶賣空的指示。國投證券毋須向客戶就核實該指示是否賣空而負責。客戶承諾，其將不會發出任何賣空的指示，並倘於任何賣出指令是與賣空證券有關時通知國投證券，而該通知須與賣出指令的通知同時作出。

#### 4. 證券交易

4.1 客戶授權國投證券指示國投證券按其絕對酌情權視為合適的執行經紀及海外經紀及交易商(包括國投證券的聯營公司)執行任何證券交易，並確認該等執行經紀及海外經紀及交易商的業務條款及該等證券交易的執行及結清所處及透過的任何有關交易所及/或結算系統的適用規則須應用於該等證券交易。

4.2 國投證券按客戶指示執行的一切證券交易須根據國投證券適用的一切法例、規則及規管指令執行。國投證券根據該等法例、規則及指令而作出的一切行動均對客戶有約束力。

4.3 假如國證國際向客戶招攬銷售或建議任何金融產品或產品(包括任何虛擬資產)，該金融產品或產品必須是國證國際經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他國證國際可能要求客戶簽署的文件及國證國際可能要求客戶作出的聲明概不會減損本條款的效力。

4.4 關於虛擬資產相關複雜產品，其亦可能涉及在證券及期貨事務監察委員會(「證監會」)的司法管轄權範圍以外的買賣，除非證監會另外規定，客戶須符合適當要求，才可發出任何買盤或購買指令，包括：

- (a) 客戶須為根據《證券及期貨條例》及/或《證券及期貨事務監察委員會持牌人或註冊人操守準則》(「操守準則」)及《證券及期貨(專業投資者)規則》所載釋義下的專業投資者(「專業投資者」)；
- (b) 客戶須滿足有關虛擬資產相關產品的知識評估、適合性評估和淨資產評估；及
- (c) 客戶瞭解虛擬資產相關產品的性質和風險，及已經閱讀並理解附表六所載的《關於虛擬資產相關產品的風險披露聲明》。

4.5 如適用，客戶只可向其證券戶口存入法定貨幣或從其帳戶中提取法定貨幣，不可從其戶口提存虛擬資產(如有)，藉此盡量降低轉移虛擬資產所涉及的風險。儘管有上述規定，本文件的內容概無規定國證國際提供有關該等虛擬資產提存服務。

4.6 By reason of physical restraints on any Market and rapid changes in the prices of Securities that frequently take place, there may, on occasions and despite SDIC Securities HK's, executing brokers', overseas brokers' or dealers' reasonable endeavours, be a delay in making prices or in dealing at any specific time or "at best" or "at market". The Client agrees in any event to accept and be bound by dealings which take place on the Client's behalf and agrees that SDIC Securities HK shall not be liable for any loss arising by reason of its failing, or being unable, to comply with any terms of an order of the Client.

4.7 Where SDIC Securities HK or brokers or dealers instructed by SDIC Securities HK are unable to perform any order in full, SDIC Securities HK or such brokers and dealers are entitled to effect partial performance only without prior reference to or confirmation from the Client.

4.8 Unless the Client gives specific instructions to SDIC Securities HK to the contrary, the Client acknowledges that all orders or requests are good for the day only and that, to the extent unfulfilled, they will lapse at the end of the official trading day of the Market in respect of which they are given.

4.9 The Client acknowledges that SDIC Securities HK will not accept an instruction to sell for short account on behalf of the Client. SDIC Securities HK shall not be responsible to the Client for identifying whether or not an instruction is to sell for short account. The Client undertakes that it will not give any instruction to sell for short account and will notify SDIC Securities HK whenever any sale order relates to a short sale of Securities and such notification shall be given at the same time as notification of the sale order.

4.10 (a) Unless otherwise agreed or where SDIC Securities HK is already holding cash or Securities on the Client's behalf to settle a Transaction in Securities, the Client will, by such time as SDIC Securities HK has notified to the Client in relation to the relevant Transaction in Securities:

- (i) pay SDIC Securities HK cleared funds or deliver to SDIC Securities HK Securities in deliverable form; or
- (ii) otherwise ensure that SDIC Securities HK has received such funds or Securities, equivalent to the sum or the number of Securities required to settle such Transaction in Securities.

(b) If the Client fails to do so, SDIC Securities HK will be entitled, in its absolute discretion:-

- (i) in the case of a purchase or subscription Transaction in Securities, to sell the purchased or subscribed Securities; or
- (ii) in the case of a sale Transaction in Securities, to borrow and/or purchase securities in order to settle the Transaction in Securities, or, in addition or as an alternative to (i) or (ii) above, to have recourse to its rights of combination and set-off as set out in Clause 19 in order to settle the Transactions in Securities.

(c) For the avoidance of doubt, nothing in these Terms shall oblige SDIC Securities HK to grant or maintain any margin or credit facilities.

4.11 The Client acknowledges that it will be responsible to and will indemnify and keep indemnified SDIC Securities HK for any loss, costs, fees and expenses in connection with the Client's failure to meet its obligations by the settlement dates required or to pay any other sum due to SDIC Securities HK hereunder.

4.12 The Client shall pay interest on all overdue balances on the Securities Account or any amount otherwise owing to SDIC Securities HK at any time (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as SDIC Securities HK notifies to the Client from time to time or failing such notification at a rate of equivalent to 5 percent above the prevailing prime rate for Hong Kong dollars as determined by SDIC Securities HK in its absolute discretion from time to time. Interest shall be payable on the last day of each calendar month or forthwith upon demand by SDIC Securities HK.

4.13 The Client acknowledges that all telephone conversations between the Client and SDIC Securities HK may be taped without an automatic tone warning device in order to enable SDIC Securities HK to verify the instructions of the Client. The Client agrees to accept that the recordings on relevant tapes may be used as final and conclusive evidence of the contents of the instructions in case of dispute. Whilst such tapes will always remain the property of SDIC Securities HK, SDIC Securities HK will provide to the Client, on the Client's request and at the Client's expense, a copy of such tapes.

4.6 由於任何市場的實質限制及經常性出現的證券價格急速變動，即使國投證券、執行經紀、海外經紀或交易商作出合理的努力，於任何特定時間或「最佳」或「於市場」作價或交易時或會間中出現延誤。客戶同意在任何情況下均接納代客戶進行的交易，並受其約束，亦同意國投證券毋須就因未能或不能遵守客戶的任何指令條款而產生的任何損失負責。

4.7 若國投證券或國投證券指示的經紀或交易商未能完全履行任何指令，國投證券或該等經紀及交易商有權只進行部分履行，而毋須事前向或由客戶提述或確認。

4.8 除非客戶向國投證券提出相反的特定指示，否則客戶確認一切指令或要求只於當日適用；未能履行的指令或要求將於其發出當日的市場交易日完結時失效。

4.9 客戶確認國投證券將不會接納代客戶沽空的指示。國投證券毋須向客戶就核實該指示是否沽空而負責。客戶承諾，其將不會發出任何沽空的指示，並倘於任何沽售指令是與沽空證券有關時通知國投證券，而該通知須與沽售指令的通知同時作出。

4.10 (a) 除另有同意或國投證券已代客戶持有現金或證券作證券交易結算外，客戶將於國投證券通知客戶關於有關證券交易前：

- (i) 向國投證券以已結算的資金或以可交付形式向國投證券交付證券；或
  - (ii) 以其他方式確保國投證券已收取相等於結清該證券交易中的證券交易數量所需的有關資金或證券。
- (b) 若客戶未能履行，國投證券將按其絕對酌情權有權：-
- (i) 若為一項購入或認購的證券交易，沽售已購入或已認購的證券；或
  - (ii) 若為一項沽售的證券交易，借入及／或購入證券以結清證券交易，或（附加於或作為上文第(i)或(ii)項的另一選擇）擁有追索其合併及抵銷的權利（載於第 19 條），以結清證券交易。

(c) 為免生疑問，此等條款並未構成國投證券須對授出或保留任何保證金或信貸額度的承諾。

4.11 客戶確認，其有責任及將向國投證券彌償及維持彌償關於客戶未能在規定的結算日期前達成其責任或支付根據在此欠負國投證券的任何其他款項有關的任何損失、費用、收費及開支。

4.12 客戶須按國投證券根據其絕對酌情權不時釐定而不時通知客戶的比率及其他條款或（如未有作出通知）按相等於港元現行最優惠利率加百分之 5 的利率，支付證券帳戶內的一切逾期餘款或以任何方式於任何時間欠負國投證券的任何款項的利息（包括客戶接獲判定債項後產生的利息）。利息須於各曆月的最後一日或按國投證券要求盡速償付。

4.13 客戶確認，客戶與國投證券的一切電話對話，可在沒有自動語音警告下錄音，使國投證券可核實客戶的指示。客戶同意接納有關錄音帶的錄音可在出現爭議時作為最終及不可推翻的指示內容的證據。該等錄音帶將永遠屬於國投證券的財產，而國投證券將按客戶的要求及由客戶承擔開支下，向客戶提供該等錄音帶的副本。

any instruction of the Client to transact ChiNext Shares and/or STAR Shares, the Client authorises SDIC Securities HK to amend, unwind or cancel any such pending, settled or unsettled position of the Client or to sell or arrange for the sale of any quantity of ChiNext Shares and/or STAR Shares held on the Client's behalf at such price and on such terms as SDIC Securities HK may determine in its absolute discretion if:

(a) SDIC Securities HK receives an instruction directly or indirectly from the Exchange or Hong Kong Regulators in connection thereto;

(b) SDIC Securities HK is of the view that the Client is in breach or may be in breach of any applicable laws, Rules, regulations and rules of exchanges; or

(c) SDIC Securities HK has held on the Client's behalf such ChiNext Shares and/or STAR Shares for a period longer than SDIC Securities HK's prescribed period as notified to the Client from time to time.

SDIC Securities HK shall not be liable to the Client for any loss whatsoever arising out of or in connection with the aforesaid conditions.

4.15 The Client acknowledges that SDIC Securities HK shall identify and report to the Exchange any non-compliance of the applicable requirements under the "Rules of the Exchange" and take such actions or measures as may be necessary to such non-compliance.

## 5. Charges and Expenses

5.1 The Client shall pay SDIC Securities HK's or its Associate's commissions and charges as determined by SDIC Securities HK or its Associate in its absolute discretion on all Transactions in Securities after settling all payments on behalf of the Client under Clause 8, as well as all applicable levies imposed by any relevant Clearing System or Market and all applicable stamp duties. All such commissions, charges, levies and duties may be deducted by SDIC Securities HK from the Securities Account and any other accounts maintained by the Client with SDIC Securities HK.

5.2 Without prejudice to SDIC Securities HK's right to terminate the Securities Account in accordance with Clause 17 of these Terms, SDIC Securities HK may charge a monthly maintenance fee to be notified by SDIC Securities HK to the Client on the Client's dormant account if the Client has no trading activity for six months or more. Payment of such fees (if any) will be automatically deducted from the Securities Account.

5.3 The Client shall be liable for all fees and expenses of any brokers, agents and associates including SDIC Securities HK and its Associate engaged in respect of the Securities Account, all transfer fees, registration fees, stock settlement fees, interest and other handling costs or expenses incurred in respect of or connected with Transactions in Securities, the Securities Account or any Securities, receivables or monies held in or for account of the Securities Account, services rendered to the Client or otherwise these Terms generally.

5.4 The Client agrees and authorizes SDIC Securities HK to accept from any securities brokers and dealers engaged in the purchase or sale of, or other dealing with, securities for the account of the Client any rebate or re-allowance or soft commission as may be allowable from time to time under the applicable law and the rules of any applicable Markets and Clearing Systems on and through which such Transactions in Securities are executed and settled provided always that:-

(a) SDIC Securities HK and/or its Associate may enter into soft commission arrangements with brokers through which transactions are executed for the Client. SDIC Securities HK and/or its Associate will enter into such an arrangement only where the goods or services are of demonstrable benefit to the Client of SDIC Securities HK and/or its Associate as applicable. In allocating business to the broker concerned SDIC SECURITIES HK and/or its Associate is under an obligation to ensure that the quality of transaction execution is consistent with best execution standards and that brokerage rates are not in excess of customary full-service rates. For this purpose, such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications; and

(b) SDIC SECURITIES HK and/or its Associate may receive cash or money rebates on transactions executed for the Client's account. Such rebates will be retained by SDIC SECURITIES HK and/or its Associate for their own account. If SDIC SECURITIES HK and/or its Associate retains such rebates it is under an obligation to ensure that brokerage rates are not in excess of customary full service rates.

5.5 The Client shall pay interest on all overdue balances in the Client's account (including any amount owing to SDIC SECURITIES HK at any time) at such rates and on such other terms as SDIC SECURITIES HK in its absolute discretion set and notify the Client from time to time. Such interest shall accrue on a day-to-day basis and shall be pay on the last day of each calendar month or as soon as possible upon demand by SDIC SECURITIES HK. Overdue interest shall be compounded monthly and shall itself bear interest.

4.14 對於客戶因指示交易中國創業板股份和/或科創板股份而導致的待結算、已結算或未能結算的持倉，在下述情況，客戶授權國投證券以其全權酌情釐定的該價格和該等條款更改、回復或取消客戶該任何待結算、已結算或未能結算的持倉；或沽售或安排出售國投證券代其持有的任何數量的中國創業板股份和/或科創板股份：

(a) 國投證券直接或間接從交易所或香港監管機構接獲與此有關的指示；

(b) 國投證券認為客戶違反或可能違反任何適用法例、規則、交易所條例及規例；或

(c) 國投證券代客戶持有證券的時間超出國投證券不時通知客戶的指定期限。

國投證券毋須就客戶因上述情況產生的任何損失負責。

4.15 客戶確認國投證券須及時識別並向交易所舉報任何違反《交易所規則》適用規定的情況及採取必要的行動或措施補救或糾正任何違規情況。

## 5. 收費及費用

5.1 客戶須就所有證券交易及於根據第 8 條替客戶支付一切款項後，支付由國投證券或其聯營公司按其絕對酌情權釐定的國投證券或其代名人的佣金及收費，以及任何有關結算系統或市場規定的一切適用的徵費及一切適用的印花稅。國投證券可從證券帳戶及從客戶於國投證券設立的任何其他帳戶中扣除一切有關佣金、收費、徵費及稅項。

5.2 在不影響國投證券根據此等條款中的第 17 條給予其終止證券帳戶的權利下，若客戶於六個月或以上並無交易活動，國投證券將通知客戶國投證券可就客戶的不活躍帳戶收取的每月維持費用。該等費用的付款（如有）將會自動從證券帳戶中扣除。

5.3 客戶須負責任何經紀、代理人及代名人包括國投證券及其聯營公司有關證券帳戶的一切收費及費用，或就有關證券交易、證券帳戶或任何證券、於或為證券帳戶持有的應收款項或金額、向客戶提供的服務或此等條款的其他方式一般產生的一切轉讓費用、註冊費用、股票交收費用、利息及其他手續費或開支。

5.4 客戶同意並授權國投證券接納自任何就客戶帳戶參與購入或沽售或以其他方式處置證券的證券經紀及交易商，不時就該等證券交易執行及結算及透過的任何適用的市場及/或結算系統的法律規則許可的任何回佣或再補貼或軟佣金，惟：-

(a) 國投證券及/或其聯營公司可與為客戶執行交易的經紀訂立軟佣金安排。國投證券及/或其聯營公司只會於在貨品或服務可證明對國投證券及/或其聯營公司（如適用）的客戶有利時，方會訂立該安排。分配業務予涉及國投證券及/或其聯營公司的經紀時，有責任確保交易執行的質素是符合最佳執行標準，而經紀佣金費不得超過慣常的全套服務收費。就此而言，該等貨品及服務可包括：研究及顧問服務；經濟及政治分析；組合分析（包括評估及表現計算）；市場分析、數據及報價服務；有關上述貨品及服務的電腦軟硬件；結算及保管服務及投資相關的印行；及

(b) 國投證券及/或其聯營公司可收取有關為客戶帳戶執行交易的現金或金錢回佣。該等回佣將由國投證券及/或其聯營公司於其帳戶保留。若國投證券及/或其聯營公司保留該等回佣，其有責任確保經紀佣金費不得超過慣常的全套服務收費。

5.5 客戶應按國投證券按其絕對酌情權不時釐定而不時通知客戶的利率及其他條款的規定，就客戶帳戶內的一切逾期餘款（包括在任何時候欠國投證券的任何款項）支付利息。該利息將逐日累計，並且應在每個日曆月的最後一天或按國投證券要求盡快支付。逾期未付利息將每月按複利計算及利息本身將產生新的利息。

## 6. Client Responsibility for Disclosure of Interests

6.1 The Client's attention is drawn to the provisions of the Securities and Futures Ordinance and the obligations therein to disclose certain shareholdings including corporate and family interests. Other disclosure obligations may arise under legislation of other jurisdictions or the rules and regulations of a Market.

6.2 SDIC SECURITIES HK acts as a licensed corporation and is not responsible for advising the Client of any such obligations generally or any obligation that may arise from any instruction of the Client or which has arisen as a result of any transaction or from any holding or otherwise. Such obligations of disclosure are personal obligations of the Client. SDIC SECURITIES HK shall not be obliged to give notice of holdings of the Client in any form or by any time limit for such purpose save any notice or statement to be issued as expressly set out in these Terms. SDIC SECURITIES HK shall not be liable for any loss, cost or expense of the Client from any failure or delay by the Client or any other person to disclose in accordance with any such obligation nor any delay or default in notification to the Client as to the carrying into effect of any instructions and the Client shall indemnify SDIC SECURITIES HK for any loss, cost or expense arising from any such failure, delay or default.

## 7. Use of Client Information

7.1 SDIC SECURITIES HK will keep information relating to the Securities Account confidential, but is authorized to conduct credit enquiries on the Client to verify the information provided and may provide any such information to (i) its auditors, legal advisers, brokers or dealers instructed by SDIC SECURITIES HK on behalf of the Client, (ii) the Exchange, (iii) any other Market in which Securities are traded for the Securities Account, (iv) the Hong Kong Regulators or any other regulatory authority to comply with their requirements or requests for information and (v) any of SDIC SECURITIES HK's Associate or any group company of SDIC SECURITIES HK. SDIC SECURITIES HK shall not be liable in any way to the Client for any disclosure made pursuant to this sub-clause.

7.2 Where the Client is an individual, the Client agrees to be bound by EIFH's "Notice to Clients relating to the Personal Data (Privacy) Ordinance", a copy of which is available with these Terms, and to the use of his/her personal data in the manner specified in the said Notice.

## 8. Safekeeping of Securities

8.1 Any Securities held by SDIC SECURITIES HK for safekeeping pursuant to these Terms may, at SDIC SECURITIES HK's discretion and subject to applicable laws and regulations:

(a) (in the case of registrable securities) be registered in the name of the Client or in the name of SDIC SECURITIES HK or SDIC SECURITIES HK's Associate; or

(b) be deposited in safe custody in a designated account of SDIC SECURITIES HK with a bank or other institutions which provides facilities for the safe custody of Securities and documents relating thereto. In the case of securities in Hong Kong, such institution shall be acceptable to the Securities and Futures Commission as a provider of safe custody services.

8.2 The Client acknowledges and agrees that Securities from time to time acquired and/or held pursuant to these Terms through or in a Clearing System shall be held subject to and in accordance with the applicable Rules.

8.3 SDIC SECURITIES HK shall be entitled to deposit all such cash and Securities of the Client as are delivered to and accepted by SDIC SECURITIES HK or any of its sub-custodians and held pursuant to these Terms with such other bank or institution and on such terms as it may deem fit. Such cash or Securities may be co-mingled with those of other clients (but not with cash or Securities held for SDIC SECURITIES HK's own account), in which case the Client shall be entitled in common with the other clients to its proportionate share of such cash or Securities or the rights thereto as are held by SDIC SECURITIES HK for the account of its clients. Subject to mutual agreement between the Client and SDIC SECURITIES HK, no interest shall be payable on such cash.

8.4 Subject to Clause 8.5, SDIC SECURITIES HK shall as soon as reasonably practicable after having been required to do so by instructions from the Client:

(a) (i) procure the registration of any Securities from time to time in the Securities Account in the name of the Client or a person notified by the Client as being the associate of the Client, or (ii) if so instructed, deliver the documents representing or evidencing the Securities to the Client or such associate whereupon such Securities shall cease to be in the Securities Account;

(b) transfer any sum specified in instructions of the Client from the Securities Account to such bank account of the Client as the Client may advise and such transfer shall be deemed to be a good discharge of the obligation to make payment to the Client.

## 6. 客戶披露權益責任

6.1 客戶請注意《證券及期貨條例》的條文及當中披露若干持股量（包括公司及家族權益）的責任。其他披露責任可根據其他司法管轄區的法例或市場的規則及規例產生。

6.2 國投證券作為一家持牌法團，無責任提醒客戶一般或可能由任何客戶的指示產生的任何責任，或因任何交易或從任何持有或以其他方式經已產生的任何責任。該等披露責任是客戶的個人責任。國投證券無責任就客戶任何方式的持有或就該持有的任何時限發出通知，惟此等條款訂明須發出的任何通知或聲明除外。國投證券毋須就客戶或任何其他人士未能或延遲根據任何有關責任作出披露或任何通知客戶有關執行任何指示的延遲或失責而引致的任何損失、費用或開支負責，而客戶須彌償國投證券因任何該等未能、延遲或失責而招致的任何損失、費用或開支。

## 7. 客戶資料之使用

7.1 國投證券將有關證券帳戶的資料保密，但獲授權進行客戶信貸審查以核實所提供的資料，並可向(i)由國投證券指定代表客戶的核數師、法律顧問、經紀或交易商、(ii)交易所、(iii)證券帳戶中買賣證券的任何其他市場、(iv)香港監管機構或任何其他監管機構以符合彼等的資料規定或要求及(v)國投證券的聯營公司或任何集團成員公司提供任何有關資料。國投證券毋須就根據本條所作的任何披露以任何形式向客戶負責。

7.2 倘客戶為個別人士，客戶同意受國投證券的「給予客戶有關《個人資料（私隱）條例》的通知」及於上述通知所列明其個人資料的使用方式所規管（該通知的文本載於此等條款內）。

## 8. 證券的安全保管

8.1 國投證券根據此等條款所持有作保管的任何證券，可在國投證券之酌情決定下及在適用法律法規容許下：

(a) 就可註冊證券，以客戶或國投證券或國投證券的聯營公司的名義註冊；或

(b) 存放於一家銀行或另一家提供妥善保管證券及相關文件的機構中國投證券指定的賬戶。如屬香港的證券，該機構應為證券及期貨事務監察委員會認可的提供保管服務機構。

8.2 客戶確認及同意按此等條款，經由或在結算系統中不時收購或持有的證券須按照或受適用的規則所規限。

8.3 就客戶交付予國投證券或其任何分託管人並獲國投證券或其任何分託管人接納作且根據此等條款持有的所有此等現金及客戶的證券，國投證券有權將該等現金及證券按其認為合適的條款存放於其他銀行或機構。此等現金或證券可與其他客戶的現金或證券（但非以國投證券本身賬戶持有的現金或證券）混合，而在此情況下，客戶將與其他客戶一樣，有權就國投證券為其客戶所持有的現金或證券或此等權利而享有應佔的比例。除客戶與國投證券另行共同協議，該等現金不獲利息。

8.4 在第 8.5 條規限下，國投證券須於收到客戶的指示在合理可行情況下盡快：

(a) (i) 不時促使致證券帳戶內的任何證券以客戶或客戶通知為其代名人的名義註冊，或(ii)如接獲指示，將代表或證明證券的文件送達客戶或有關代名人，而於送達後該等證券不再於證券帳戶內；

(b) 將客戶指示指明的任何款項自證券帳戶轉移至客戶提出的客戶銀行帳戶，有關轉移可視為妥善解除付款予客戶的責任。

8.5 The obligations of SDIC SECURITIES HK in Clause 8.4 shall be subject to the other provisions of these Terms and in particular Clause 11 and to the right of SDIC SECURITIES HK to require that prior to any withdrawal by the Client, the Client discharges in full all the Liabilities. SDIC SECURITIES HK may, without notice to the Client, discharge any or all the Liabilities out of monies standing to the credit of the Securities Account prior to implementing any registration or transfer pursuant to Clause 8.4 or otherwise may require payment thereof to be made by the Client prior to implementing any registration or transfer pursuant to Clause 8.4.

8.6 The Client hereby authorizes SDIC SECURITIES HK to act on instructions relating to the Client's Securities, including the exercise of voting and other rights attached to the Securities. SDIC SECURITIES HK may decline to act on any instruction in its absolute discretion without giving any reason thereof including but not limited to any instruction which is incomplete or ambiguous, or which is not received in sufficient time for SDIC SECURITIES HK to act thereon.

8.7 SDIC SECURITIES HK will pay all dividends, distributions, interests, coupons or other benefits relating to the Securities of the Client into the Securities Account. If the Securities in respect of which the dividends, distributions, interests, coupons or other benefits accrued form part of a larger holding of identical Securities held by SDIC SECURITIES HK for clients, then the Client shall be entitled to the share and proportion of such dividends, distributions, interests, coupons or other benefits arising on the larger holding as equals the share or proportion of the Client's holding of Securities to the total larger holding of those Securities.

8.8 If any rights issues, take-over offers, capitalization issues, exercises of conversion or redemption or subscription rights, voting rights and other rights arise in relation to the Client's Securities, SDIC SECURITIES HK or its Associate shall use reasonable endeavours to notify the Client of the same, whether or not any decision and/or payment in relation thereto is required by the Client. Provided that the Client has given instructions within reasonable time (and, where payment is required, upon the receipt of required cleared funds) SDIC SECURITIES HK or its Associate shall arrange to carry out such instructions, and SDIC SECURITIES HK or its Associate shall credit the Securities Account with the balance of securities or cash (if any). If any action is required in respect of such Securities and the Client cannot be contacted or fails to give SDIC SECURITIES HK or its Associate punctual or adequate instructions for such action, the Client is deemed to have authorized SDIC SECURITIES HK or its Associate to act, provided that SDIC SECURITIES HK or its Associate shall be under no obligation to act, on the Client's behalf in such manner as SDIC SECURITIES HK or its Associate shall in SDIC SECURITIES HK's or its Associate's absolute discretion think fit including exercising any rights in respect of Securities of which the Client is the beneficial owner but which are registered in the name of SDIC SECURITIES HK's or its Associate. SDIC SECURITIES HK and its Associate shall not be liable, in the absence of fraud or wilful default, for any action that SDIC SECURITIES HK or its Associate may, or may omit to, take in furtherance of such discretion.

8.9 The Client hereby authorizes SDIC SECURITIES HK or its Associate in connection with SDIC SECURITIES HK's or its Associate's custodial services to take all such action as may be required to comply with applicable laws, Rules, regulations and rules of exchanges, including withholding and/or making payment of tax or duties payable in respect of cash or Securities in the Securities Account. The Client acknowledges that neither SDIC SECURITIES HK nor its Associate shall be liable in respect of any call, installment or other payment in relation to the Securities held by SDIC SECURITIES HK or its Associate in the Securities Account.

8.10 SDIC SECURITIES HK or its Associate shall levy charges as determined by SDIC SECURITIES HK or its Associate from time to time for SDIC SECURITIES HK's or its Associate's custody services together with all costs, expenses and disbursements incurred by SDIC SECURITIES HK or its Associate in connection with the custodian service provided hereunder. Such charges, costs, expenses and disbursements may be deducted by SDIC SECURITIES HK from the Securities Account or other accounts maintained by the Client with SDIC SECURITIES HK.

8.11 SDIC SECURITIES HK shall provide the Client with statements of the Securities Account on a monthly basis or at such intervals as SDIC SECURITIES HK shall decide in its absolute discretion. The Client agrees that the Client must examine and verify such statements and will inform SDIC SECURITIES HK of any mistake, omission, disagreement or unauthorized transactions within 7 days from the date the said statement was sent. If the Client fails to do so, the Client shall not be entitled to dispute any transaction or entry recorded in such statements and accepts such statements as final and conclusive and the same shall be binding on the Client for all purposes.

8.5 國投證券根據第 8.4 條的責任，須受此等條款的其他條文(尤其第 11 條)以及國投證券要求在客戶提款前須全面履行所有債務的權利所限制。國投證券可在毋須向客戶發出通知的情況下，在根據第 8.4 條進行任何註冊或轉讓前，以證券賬戶之進項結餘款項清償任何及全部債務，或在根據第 8.4 條進行註冊或轉讓前，另行要求客戶支付有關款項。

8.6 客戶謹此授權國投證券執行與客戶證券有關的指示，包括行使證券附有的投票權及其他權力。國投證券可絕對酌情決定拒絕執行任何指示而毋須為此給予任何理由，包括任不限於任何不完整或含糊的指令，或國投證券並沒有足夠時間緊隨執行的指令。

8.7 國投證券將支付有關客戶證券的所有股息、分派、利息、息票及其他利益並存入證券帳戶。倘應計股息、分派、利息、息票或其他利益的證券形成國投證券為客戶所持有的相同證券較大部分之一部分，則客戶有權就其所持證券按比例攤分較大部分證券產生的股息、分派、利息、息票或其他利益，按相等於客戶所持證券佔該等較大部分證券總額的比例攤分。

8.8 倘有關客戶證券產生任何供股、收購建議、資本化發行、行使轉換權、贖回權或認購權、投票權或其他權利，國投證券或其聯營公司應盡合理的努力通知客戶有關事宜，不論客戶是否須就有關事宜作出任何決定及/或付款。待收到客戶在合理時間內作出的指示(及(如需付款)收到所需資金確數)後，國投證券及其聯營公司須安排執行有關指示，國投證券及其聯營公司須將最後所得的證券或現金(如有)計入證券帳戶。倘須就任何有關證券採取任何行動，惟未能聯絡客戶或未能就有關行動給予國投證券或其聯營公司準時或充足的指令，客戶將被視為已授權國投證券或其聯營公司按國投證券或其聯營公司在國投證券或其聯營公司的絕對酌情決定下認為適當的方式代客戶作出有關行動(惟國投證券將或其聯營公司並無責任作出行動)，包括就客戶為實益擁有人但以國投證券或國投證券的代名人義註冊的證券行使任何權利。在沒有欺詐行為或故意失責的情況下，國投證券及其聯營公司毋須為國投證券或其聯營公司就此等酌情決定可能或可能遺漏的進一步任何行動負責。

8.9 客戶謹此就國投證券及其聯營公司的保管服務授權國投證券或其聯營公司採取一切所需行動以遵守適用法例、規則、交易所條例及規例，包括就證券帳戶內的現金或證券預扣及/或支付應付的稅項或印花稅。客戶確認國投證券及其聯營公司均毋須就國投證券或其聯營公司於證券帳戶內持有的證券的任何催交、分期付款或其他款項負責。

8.10 國投證券及其聯營公司可就國投證券或其聯營公司的保管服務，連同就其提供服務的所有費用、開支及開銷費按國投證券或其聯營公司的決定不定期地徵收費用。國投證券會自客戶於國投證券開設的證券帳戶或其他帳戶中扣除此等收費、費用、開支及開銷。

8.11 國投證券須按其絕對酌情決定按月或每隔一段時期向客戶提供證券帳戶結單。客戶同意其必審閱及核實有關結單，並在該結單寄出的 7 天內，通知國投證券任何錯誤、遺漏、不同意的事項或未經授權的交易。倘客戶未能就上述事項通知國投證券，客戶將無權就任何交易或該結單內記載事項提出爭議，並接受該報表為最終及不可推翻，另此對客戶各方面具同等約束力。

8.12 SDIC SECURITIES HK shall issue the Client with contract notes and authorized documents as evidence of execution of sale or purchase of Securities or additional investments in Securities on behalf of the Client. Where several documents relating to a series of transactions are involved, these will normally be held until the series is complete, when they will be forwarded to the Client.

8.13 Any notice to be given by the Client pursuant to Clause 17 of these Terms shall specify the names of the persons to whom SDIC SECURITIES HK shall deliver the Securities or monies in the Securities Account. If notice of termination is given by SDIC SECURITIES HK the Client shall, within 7 days or such longer period as SDIC SECURITIES HK may agree following the giving of such notice, deliver to SDIC SECURITIES HK a written notice specifying the names of the persons to whom SDIC SECURITIES HK shall deliver the Securities or monies in the Securities Account. In any case, SDIC SECURITIES HK shall deliver such Securities and monies to the persons so specified, after deducting there from all Liabilities. If after 7 days or such longer period as SDIC SECURITIES HK may agree following the giving of a notice of termination by SDIC SECURITIES HK, SDIC SECURITIES HK does not receive from the Client any written notice as aforesaid, SDIC SECURITIES HK shall continue to hold such Securities and monies until a written notice as aforesaid is delivered to SDIC SECURITIES HK, but without being subject to the obligations imposed on SDIC SECURITIES HK hereunder. The Client is liable for all costs, expenses, fees and charges as imposed by SDIC SECURITIES HK for such purpose until actual delivery of the Securities and monies to the Client or other person specified by the Client.

#### **9. SDIC SECURITIES HK's use of Securities as collateral**

9.1 The Securities and Futures (Client Securities) Rules provide that a licensed corporation shall neither deposit nor lend a Client's securities or securities collateral against loans or advances made to the licensed corporation for any purpose except with the specific written authority of the client concerned. The Client may give consent pursuant to the Securities and Futures (Client Securities) Rules to SDIC SECURITIES HK and, if so, shall do so in a form to be provided to the Client by SDIC SECURITIES HK. This form of consent will comply with the Securities and Futures (Client Securities) Rules which requires that, in the case of non-professional investors, any such consent shall specify the period for which it is current but shall remain in force for a period specified in such consent and shall, in any event, not exceed twelve months.

9.2 Notwithstanding Clause 9.1, SDIC SECURITIES HK is authorized by the Client to deposit the Securities with any relevant Clearing System, SDIC SECURITIES HK's Associate, or other entity pursuant to Clause 8, or for the purpose of enforcing the security created under these Terms or any sale of Securities permitted by these Terms including any sale to realize monies to make any payment due to SDIC SECURITIES HK pursuant to these Terms.

#### **10. SDIC SECURITIES HK's Material Interests**

10.1 When effecting any Transaction in Securities for the Client, SDIC SECURITIES HK or its Associates, may have an interest, relationship or arrangement that is material in relation to the Transaction in Securities or the Securities concerned. The Client agrees that SDIC SECURITIES HK may, notwithstanding any such interest, relationship or arrangement, effect Transactions in Securities for the Client with or through any of its associates, subsidiaries or associated companies, and SDIC SECURITIES HK or its Associates may:-

- (a) act as a counterparty and become the principal for its own account in respect of any Transactions in Securities effected by the client;
- (b) effect Transactions in Securities in circumstances when it, any of its associates or subsidiaries has a position in the Securities or is involved with those Securities as underwriter, sponsor or otherwise; or
- (c) match the Client's orders with those of other clients.

10.2 In the absence of fraud or wilful misconduct on the part of SDIC SECURITIES HK, SDIC SECURITIES HK shall not be liable to the Client for any claims against SDIC SECURITIES HK or any of its Associates in relation to any transaction referred to in Clause 10.1 including any claims to the effect that SDIC SECURITIES HK or any of its Associates account to the Client for any emoluments, commissions, profits or any other benefits whatsoever earned or received by SDIC SECURITIES HK or any of its Associates in relation to any such transactions.

#### **11. Events of Default**

11.1 Any one of the following events shall constitute an event of default ("Event of Default"):

8.12 國投證券須向客戶發出成交單據及授權文件，以作為代客戶執行證券買賣或證券其他投資的憑證。當涉及連串交易數份文件時，通常會待連串交易完成後才將所有文件轉遞予客戶。

8.13 客戶按此等條款第 17 條發出的任何通知須指明國投證券將交付證券帳戶內證券或款項予該等人士的姓名。倘國投證券發出終止通知，客戶須在發出通知後 7 天內或國投證券同意的較長期限內向國投證券提交書面通知指明國投證券將交付證券帳戶內證券或款項予該等人士的姓名。在任何一個情況下，國投證券均會從中扣除所有債務後將此等證券或款項交付予所指明人士。倘於國投證券發出的終止通知 7 天後或國投證券同意的較長期限後，國投證券仍未收到客戶提交前述的任何書面通知，國投證券將繼續持有該等證券及款項直至收到前述的書面通知，但不受本文件訂明國投證券的責任所限。客戶須負責國投證券為此徵收的所有費用、開支、手續費及收費，直至證券及款項實際交付予客戶或客戶指明的其他人士。

#### **9. 國投證券以證券作抵押品**

9.1 除非客戶特定書面授權，否則根據《證券及期貨(客戶證券)規則》規定，持牌法團不得存放或借出客戶證券或其就貸款或墊款對持牌法團所作的證券抵押品作任何用途。客戶可按《證券及期貨(客戶證券)規則》向國投證券作出同意，倘作出有關同意則客戶須填寫由國投證券提供的表格。此同意表格須遵從《證券及期貨(客戶證券)規則》，規定非專業投資者作任何此等同意時，須註明其現行及將維持有效的期限，但不論在任何情況下不得超過十二個月。

9.2 儘管有第 9.1 條的規定，國投證券獲客戶授權存放證券於任何有關的結算系統、國投證券聯營公司或按第 8 條所規定的其他實體，或作為執行此等條款下設立的抵押，或此等條款許可的任何證券沽售，包括任何沽售以變現款項支付根據此等條款應付予國投證券的任何款項。

#### **10. 國投證券的重大權益**

10.1 當為客戶執行任何證券交易時，國投證券、其聯營公司或會擁有涉及有關證券交易或有關證券的重大利益、關係或安排。客戶同意國投證券不論任何該等利益、關係或安排，均可為客戶與或經任何其他聯營公司、附屬公司或有關公司執行證券交易，而國投證券或其聯營公司可：—

- (a) 作為客戶的對手方就客戶執行的任何證券交易作為其本身帳戶的主事人；
- (b) 當其、任何其他聯營公司或附屬公司持有證券或以包銷商、保薦人或其他身分涉及該等證券的情況下執行證券交易；或
- (c) 將客戶與其他客戶的買賣盤配對。

10.2 國投證券在其沒有欺詐行為或故意的不當行為下，國投證券毋須為客戶承擔因第 10.1 條所述任何交易而向國投證券或其聯營公司所作的任何索求，包括國投證券或其任何聯營公司須向客戶負責國投證券或其任何聯營公司在任何該等交易中所賺取或收到的任何報酬、佣金、溢利或任何其他利益的索求。

#### **11. 違約事件**

11.1 下列任何一事件均構成違約事件(「違約事件」)：

- (i) the Client's failure to pay any deposits or any other sums payable to SDIC SECURITIES HK or its Associates or submit to SDIC SECURITIES HK any documents or deliver any Securities to SDIC SECURITIES HK hereunder, when called upon to do so or on due date;
- (ii) default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House;
- (iii) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client;
- (iv) the death of the Client (being an individual) or the Client is judicially declared insane or incompetent;
- (v) the levy or enforcement of any attachment, execution or other process against the Client;
- (vi) any representations or warranty made by the Client to SDIC SECURITIES HK in this Agreement or in any document being or becoming incorrect or misleading;
- (vii) any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
- (viii) the occurrence of any event which, in the sole opinion of SDIC SECURITIES HK, might jeopardize any of its rights under this Agreement.

11.2 If an Event of Default occurs, without prejudice to any other rights or remedies that SDIC SECURITIES HK may have against the Client and without further notice to the Client, SDIC SECURITIES HK shall be entitled to:

- (i) immediately close the Account;
- (ii) terminate all or any part of this Agreement;
- (iii) cancel any or all outstanding orders or any other commitments made on behalf of the Client;
- (iv) close any or all contracts between SDIC SECURITIES HK and the Client, cover any short position of the Client through the purchase of Securities on the relevant Exchange(s) or liquidate any long positions of the Client through the sale of Securities on the relevant Exchange(s);
- (v) dispose of any or all Securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to settle all outstanding balances owing to SDIC SECURITIES HK or its Associates including all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly incurred by SDIC SECURITIES HK in transferring or selling all or any of the Securities or properties in the Account or in perfecting title thereto;
- (vi) borrow or buy any Securities required for delivery in respect of any sale effected for the Client; and
- (vii) combine, consolidate and set-off any or all accounts of the Client in accordance with Clause 19. All amounts due or owing by the Client to SDIC SECURITIES HK under this Agreement shall become immediately due and payable if an Event of Default occurs.

11.3 In the event of any sale pursuant to this Clause:

- (i) SDIC SECURITIES HK shall not be responsible for any loss occasioned thereby howsoever arising if SDIC SECURITIES HK has used reasonable endeavours to sell or dispose of the Securities or any part thereof at the then available market price;
- (ii) SDIC SECURITIES HK shall be entitled to keep for itself or sell or dispose of the Securities or any part thereof at the available market price to any person at its discretion without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by SDIC SECURITIES HK and/or any of the Associates; and
- (iii) the Client agrees to pay to SDIC SECURITIES HK any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to SDIC SECURITIES HK.

## 12. Charge

12.1 The Client hereby charges the Charged Securities as a continuing security for the payment and satisfaction on demand of all the Liabilities.

12.2 If the Client fails to comply with any demand by SDIC SECURITIES HK for payment of any Liabilities, otherwise fails to pay any or all of the Liabilities when due, is in material breach of its obligations under these Terms or is dissolved, then:-

- (i) 客戶無法按照國投證券要求支付或逾期未能向國投證券或其聯營公司支付任何存款或應付款項、或未能向國投證券提交任何文件或交付任何證券；
- (ii) 客戶未履行本協議的任何條款，及未遵守任何附例、規則和相關交易所和/或結算所的規則和規例；
- (iii) 客戶已被提出破產呈請、清盤呈請，或針對客戶的類似法律程式已開始；
- (iv) 客戶身故（指個人客戶）或客戶被法庭裁定為為精神失常或無勝任能力；
- (v) 針對客戶的任何扣押、執行或其他法律過程；
- (vi) 客戶在本協議或任何文件中向國投證券作出的任何陳述或保證不正確或誤導；
- (vii) 客戶（指有限公司客戶或合夥公司客戶）簽署本協議所必要的任何同意、授權或董事會決議被部分或全部撤回或暫時中止或終止或不再全面有效；及
- (viii) 國投證券認為發生了可能危及國投證券在本協議所擁有權利的任何事件。

11.2 如果發生違約事件，在無損國投證券的其他權利或國投證券向客戶獲得補償的權利，及無需進一步通知客戶的情況下，國投證券有權採取以下行動：

- (i) 立即結束帳戶；
- (ii) 終止本協議的全部或任何部分；
- (iii) 取消任何或所有未完成的買賣盤和代表客戶所作的任何其他承諾；
- (iv) 將國投證券和客戶之間的任何或所有合約平倉，或在相關交易所購買證券以填補客戶的任何空倉，或在相關交易所賣出證券以結清客戶的任何長倉；
- (v) 處置代表客戶持有的任何或所有證券，並用所得收益以及客戶的任何現金存款償還欠國投證券及其聯營公司的未清餘額，包括國投證券轉讓或賣出客戶帳戶內所有或任何證券或財產，或完整其所有權時所招致的所有費用、收費、法律費用及其他開支，包括印花稅、佣金及經紀佣金；
- (vi) 就代客戶進行的任何出售任何證券所需的借入或購買交收；及
- (vii) 根據條款第 19 條，合併、整合和抵銷客戶的任何或所有帳戶。如果違約事件發生，根據本協議客戶須立刻繳交欠國投證券的所有到期或欠下的款項。

11.3 若根據本條款出售任何證券：

- (i) 如果國投證券已經作出了適當努力並以當時的市場價格賣出或處置證券或其中任何部分，國投證券將不承擔因此導致的任何損失；
- (ii) 國投證券有權按其酌情權以當時的市場價格，為其本身保留或向其他人賣出或處置客戶擁有的所有證券或其中任何部分。本公司不會以任何方式承擔因此而導致的損失，並且沒有義務說明國投證券和/或其任何聯營公司由此而獲得的任何利潤；及
- (iii) 如果賣出證券獲得的淨收益不足以彌補客戶欠國投證券的款項，客戶同意向國投證券支付其不足部分。

## 12. 抵押

12.1 客戶謹此就已抵押證券作出押記，作為支付及符合一切債務要求的持續擔保。

12.2 倘客戶未有遵從國投證券提出支付任何債務的要求、因其他理由未有於到期時支付任何或全部債務、嚴重違反其根據此等條款的責任或遭解散，則：

(a) the charge in Clause 12.1 shall be immediately enforceable; and  
(b) SDIC SECURITIES HK (or where appropriate SDIC SECURITIES HK's Associate acting upon instructions from SDIC SECURITIES HK) may, without notice to the Client:-

(i) appropriate, transfer or set-off the whole or any part of any monies comprised in the Charged Securities in or towards payment or discharge of any of the Liabilities; and/or

(ii) sell or dispose of the Charged Securities or any part thereof either together or in parcels or in such other manner and for such consideration (whether payable or deliverable immediately or by installments) as SDIC SECURITIES HK may think fit.

12.3 SDIC SECURITIES HK and its Associate shall not be in any way responsible for any loss occasioned by any action taken pursuant to Clause 11.2, howsoever such loss may have been caused or arisen, and whether or not a better price could or might have been obtained on such action, by either deferring or advancing the date of taking such action.

12.4 Without prejudice to the generality of Clause 11.2, SDIC SECURITIES HK (or, where appropriate, SDIC SECURITIES HK's Associate) shall be entitled to appropriate to SDIC SECURITIES HK or sell or dispose of the Charged Securities or any part thereof at the current market price thereof to any of its Associate without being:-

(a) in any way responsible for any loss occasioned thereby howsoever arising; and

(b) accountable for any profit made by SDIC SECURITIES HK (or, where appropriate, SDIC SECURITIES HK's Associate as its agent) and/or any subsidiary or associated company with SDIC SECURITIES HK's group; and the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Securities to the exclusion of the Client and in extinguishment of its interests therein, unless SDIC SECURITIES HK shall otherwise notify the Client (whether before or after the relevant appropriation or foreclosure has been effected), in which latter event any such appropriation or foreclosure shall be treated as a sale of the Charged Securities at a fair market value and the Liabilities shall be reduced by an equivalent amount.

12.5 If there is any deficit arising after the sale or disposal of Charged Securities, the Client hereby undertakes to make good and pay on demand to SDIC SECURITIES HK such deficit.

12.6 The amounts realized by the exercise or enforcement of the charge created by Clause 12.1 shall be applied against the Liabilities in such order of priority as SDIC SECURITIES HK may in its absolute discretion determine.

12.7 The charge created by Clause 12.1 shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of the Liabilities. Without prejudice to the foregoing, the charge created pursuant to Clause 12.1 shall subsist and continue to have full force and effect after the termination of these Terms until the Client has fully discharged all Liabilities.

12.8 The charge created by Clause 12.1 shall be in addition to and shall not affect or be affected by any other encumbrance, guarantee or indemnity which SDIC SECURITIES HK may now or in the future hold or take in respect of the Liabilities and may be enforced by SDIC SECURITIES HK without prior recourse to any such other encumbrance guarantee or indemnity.

12.9 Any monies realized pursuant to the charge created by Clause 12.1 may be placed and kept to the credit of a suspense account for so long as SDIC SECURITIES HK or its Associate may in its absolute discretion determine without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the Liabilities.

12.10 The charge created by Clause 12.1 shall not be discharged by any amendment or variation to these Terms or by the dissolution or insolvency of the Client. Where the Client is a firm and there is a dissolution, the charge shall apply to all indebtedness incurred in the firm's name until receipt of actual notice of dissolution and, if the dissolution is by reason only of the introduction of one or more partners, the charge shall continue and, in addition to the debts and liabilities of the firm then dissolved, the charge shall apply to the firm constituted with new partners as if there had been no change in the firm.

12.11 The Client covenants with SDIC SECURITIES HK that it will not create or permit to subsist any encumbrance (other than any encumbrance arising by operation of law) over or dispose of any Charged Securities or the Securities Account, other than as provided for in these Terms.

(a) 第 12.1 條中的押記須即時執行；及

(b) 國投證券(或按國投證券指示行動的國投證券聯營公司(倘適用))可能在毋須通知客戶的情況下：

(i) 撥付、轉讓或抵銷已抵押證券內全部或任何部分款項或支付或履行任何債務；及／或

(ii) 一併或分份或以其他方式按國投證券認為適合的代價(即時或分期支付或交付)沽售或出售已抵押證券或已抵押證券的任何部分。

12.3 國投證券及其聯營公司毋須就根據第 11.2 條所採取的行動而產生的任何損失負上任何責任，不論該等虧損如何引致或產生，亦不論推遲或提早採取該行動日期是否可以或可能取得更佳價格。

12.4 在不影響第 11.2 條的一般性的原則下，國投證券(或國投證券聯營公司(倘適用))有權向國投證券撥付或以已抵押證券的市場價向國投證券的任何聯營公司沽售或出售已抵押證券或已抵押證券的任何部分，而毋須：

(a) 就任何形式產生的任何損失負上任何責任；及

(b) 就國投證券(或國投證券的聯營公司作為代理(倘適用))及／或國投國際集團的任何附屬公司或有關公司所得的任何溢利負責；且不應被視為已抵押證券不包括客戶及終絕其於已抵押證券的利息的全部撥付或止贖，除非國投證券另行通知客戶(不論有關撥付或止贖生效前或後)，而任何該撥付或止贖須被視為按公平市價出售已抵押證券，而債務則須按同等金額減少。

12.5 倘於沽售或出售已抵押證券後產生任何虧絀，則客戶謹此承諾應國投證券要求就該虧絀作出補償及支付款項。

12.6 經行使或執行根據第 12.1 條所產生的押記金額須按照國投證券以其全權酌情釐定的優先次序支付債務。

12.7 根據第 12.1 條所產生的押記須為一項持續擔保，而不管帳戶的中期付款或結清或已履行全部或部分債務。在不影響上述的原則下，根據第 12.1 條設定的押記須於終止此等條款後一直及持續十足有效及生效，直至客戶全面履行所有債務為止。

12.8 根據第 12.1 條所產生的押記須附加於國投證券現時或將來就債務而持有或作出的任何其他產權負擔、擔保或彌償，且不對該等產權負擔、擔保或彌償構成影響其或受其影響，而國投證券可執行任何該等產權負擔、擔保或彌償而毋須追索過往。

12.9 對於由第 12.1 條產生的押記所兌換為現金的任何款項，國投證券或其聯營公司可全權酌情決定無限期的把該款項存放及保存於暫記帳的進項，而毋須在此期間應用上述款項或款項的任何部分以履行債務。

12.10 根據第 12.1 條所產生的押記不得因修訂或更改此等條款，或因客戶解散或無力償債而解除。倘客戶為一家商號且遭解散，該押記須用作償付以商號名義產生的一切債項，直至收到解散的實際通知為止。倘解散僅因引入一名或以上合夥人所導致，則該押記將會繼續，除當時已解散商號的負債及債務，該押記須應用於由新合夥人組成的商號，猶如該商號並無出現變動。

12.11 客戶向國投證券契諾，除此等條款規定者外，其不會設定或允許存續已抵押證券或證券帳戶的任何產權負擔(因法例而產生的任何產權負擔除外)，或出售任何已抵押證券或證券帳戶。

### 13. Client's Representations and Warranties

13.1 The Client represents and warrants for so long the Client maintains the Securities Account with SDIC SECURITIES HK and on the giving of each instruction to SDIC SECURITIES HK in relation to a Transaction in Securities that:-

(a) the Client will be the ultimate originator of all Transactions in Securities and is dealing on its own account as beneficial owner of the relevant Securities and the Securities Account and that no one other than the Client has any interest in the Securities in or held for the Securities Account save that where the Securities Account is opened by the Client acting as an agent, and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent that it is the beneficial owner and shall in lieu represent and warrant that the beneficial owner is as advised in the Account Opening Form;

(b) the information provided in the Account Opening Form is true and correct;

(c) the Client has or will have good and unencumbered title as beneficial owner to all Securities which the Client instructs SDIC SECURITIES HK to sell or otherwise dispose of for the Securities Account in accordance with these Terms save that where the Securities Account is opened by the Client acting as an agent and the same is disclosed in the Account Opening Form, the Client shall not be taken to warrant or represent it is the beneficial owner, but instead that the beneficial owner is as advised in the Account Opening Form;

(d) all necessary consents or authorizations which may be required for the signing of these Terms and for the carrying out of any Transaction in Securities on any Market have been obtained and are in full force and effect;

(e) the Client has the authority and power and legal capacity to open the Securities Account and to perform its obligations under these Terms and these Terms constitute valid and legally binding obligations of the Client; and

(f) the Client is not a U.S. person and will not acquire or hold Securities beneficially owned by or for a U.S. person or in violation of any applicable law.

13.2 The Client represents and warrants that the information provided in any completed Account Opening Form is complete and accurate and that SDIC SECURITIES HK may rely on information provided in the Account Opening Form until SDIC SECURITIES HK has received written notice from the Client of any changes therein. The Client shall promptly notify SDIC SECURITIES HK in writing of any material changes in the information provided pursuant to these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account.

13.3 The Client undertakes to do or execute any act, deed, document or thing which in the reasonable opinion of SDIC SECURITIES HK is necessary or desirable in connection with the implementation and enforcement of these Terms including the execution of an irrevocable power of attorney appointing SDIC SECURITIES HK to be a lawful attorney to do or execute all such acts, deeds, documents or things on behalf of the Client as SDIC SECURITIES HK considers necessary or desirable in connection with such implementation and enforcement. The Client agrees to ratify or confirm all such acts, deeds, documents or things by SDIC SECURITIES HK.

13.4 The Client agrees to do such acts and things and to execute such documents as are necessary or are in the reasonable opinion of SDIC SECURITIES HK desirable to ratify or confirm anything done by SDIC SECURITIES HK, its Associate or any other entity instructed by any of them in the proper exercise of any right or power conferred by these Terms or any agreement entered into pursuant to these Terms or relating to the Securities Account.

13.5 Where the Client effects Transactions in Securities for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching Transactions in Securities as principal with its clients, the Client hereby agrees that where SDIC SECURITIES HK has received an enquiry from the Hong Kong Regulators, the following provisions shall apply:-

(a) subject to the provisions hereunder, the Client shall, immediately upon request by SDIC SECURITIES HK inform the Hong Kong Regulators directly of the identity, address, occupation and contact details of its client for whose account the Transaction in Securities was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the Transaction in Securities, including (in the case of a back to back principal to principal Transaction in Securities) the counterparty with whom the Client is transacting; the Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the Transaction in Securities;

### 13. 客戶聲明及保證

13.1 客戶聲明及保證，倘客戶維持於國投證券的證券帳戶，就證券交易向國投證券發出指示時：

(a) 客戶將為所有證券交易的最終發出人，並作為有關證券及證券帳戶的實益擁有人以其本身帳戶進行交易，除客戶之外，其他任何人概無對該等證券或證券帳戶擁有任何權益，除非證券帳戶乃由客戶作為代理人開立，並在開戶表格中予以披露，客戶將毋須保證或聲明其為實益擁有人，而實益擁有人須如開戶表格中填寫以代替聲明及保證；

(b) 開戶表格中提供的資料均屬真實準確；

(c) 客戶就客戶指示國投證券沽售或根據此等條款就證券帳戶以其他方式出售的所有證券作為實益擁有人，擁有或將會擁有妥善及無產權負擔的所有權，除非證券帳戶乃由客戶作為代理人開立，並在開戶表格中予以披露，客戶將不得保證或聲明其為實益擁有人，而實益擁有人乃如開戶表格中填寫；

(d) 已取得簽署此等條款及於任何市場上進行任何證券交易所需的一切必須同意或授權，並具有十足效力及生效；

(e) 客戶具有開立證券帳戶及根據此等條款履行其責任的授權、權力及法定資格，此等條款對客戶構成有效及具有法律約束力的責任；及

(f) 客戶並非美國人士，且不會收購或持有任何由或就美國人士實益擁有的證券，或違反任何適用法例。

13.2 客戶聲明及保證於任何填妥開戶表格中填寫的資料均屬完整且準確，國投證券可倚賴開戶表格中所填寫的資料，直至國投證券收到客戶關於對該等資料作出變更的書面通知。客戶應立即以書面通知國投證券有關根據此等條款提供的資料或任何根據此等條款或就證券帳戶訂立的任何協議的任何重大變更。

13.3 客戶承諾作出或簽立任何國投證券合理認為實施及執行此等條款所必須或適宜的任何行動、契據、文件或事項，包括簽立不可撤銷的授權書，委任國投證券為合法代理人，代表客戶作出或簽立所有國投證券認為有關實施或執行此等條款所必要的行動、契據、文件或事項。客戶同意追認或確認國投證券作出的所有有關行動、契據、文件或事項。

13.4 客戶同意作出國投證券合理認為必須的行動及事項並簽立有關文件以追認或確認國投證券、其聯營公司或任何彼等指示的任何其他實體適當行使任何此等條款或任何根據此等條款或就證券帳戶訂立的任何協議所授予的任何權利或權力。

13.5 若客戶為其客戶的帳戶執行交易，不論以全權或非全權基準，以及不論作為代理人或作為主事人與其任何客戶進行證券交易對盤，客戶謹此同意，若國投證券接獲香港監管機構就交易作出查詢時，以下條文將適用：

(a) 根據下文所規定，客戶須按國投證券的要求，即時知會香港監管機構執行證券其受影響交易帳戶的客戶及（據客戶所知）在證券交易中擁有最終實益權益的人士的身份證明、地址、職業及聯絡資料，該等人士包括客戶交易的對手（就背對背形式主事人對主事人的交易而言）。客戶亦須知會香港監管機構任何提出證券交易的第三方（若非該客戶／最終受益人）的身份、地址、職業及聯絡資料；

(b) if the Client effected the Transaction in Securities for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by SDIC SECURITIES HK inform the Hong Kong Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the Transaction in Securities;

(c) if the Client effected the Transaction in Securities for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform SDIC SECURITIES HK when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden; in the case where the Client's investment discretion has been overridden, the Client shall, immediately upon request by SDIC SECURITIES HK, inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in respect of the Transaction in Securities;

(d) if the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity, address, occupation and contact details of the underlying clients for whom the Transaction in Securities was effected, the Client confirms that:-

(i) it has arrangements in place with its client which entitle the Client to obtain the information set out in paragraphs (b) and (c) from its client immediately upon request or procure that it be so obtained; and

(ii) it will, on request from SDIC SECURITIES HK in relation to a Transaction in Securities, promptly request the information set out in paragraphs (b) and (c) from the client on whose instructions the Transaction in Securities was effected, and provide the information to the Hong Kong Regulators as soon as received from its clients or procure that it be so provided;

(e) the Client confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account Transactions in Securities may be effected and (where appropriate) complied with the requirements of the Personal Data (Privacy) Ordinance such that it is able to release information to the Hong Kong Regulators of the identity, address, occupation and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such Transaction in Securities, and (if different from the client/ultimate beneficiary) of the person(s) who originated the Transaction in Securities, provided always that the parties hereto agree that the provisions of Clause 12.5 shall continue in effect notwithstanding the termination of these Terms.

13.6 Provided that it does not contravene Clause 4.3, the Client acknowledges that decision regarding Transactions in Securities will be made by the Client at its discretion and risk and without reliance on any advice from SDIC SECURITIES HK. SDIC SECURITIES HK shall not owe the Client any duty to advise on the merits or suitability of any Transactions in Securities.

#### 14. Amendments

The Client agrees and accepts that SDIC SECURITIES HK may amend these Terms by giving the Client reasonable notice of the changes in writing at any time, by such other means including, without limitation, uploading the latest Agreement and/or Account Opening Form to SDIC SECURITIES HK's website or such other manner (whether electronic, digital or otherwise) as SDIC SECURITIES HK shall conclusively determine. The Client should visit the SDIC SECURITIES HK's website from time to time for obtaining the latest Agreement and/or Account Opening Form and read the terms thereof. Any amendment shall take effect on the effective date stipulated by the notice. The Client acknowledges and agrees that if the Client does not accept any amendments as notified by SDIC SECURITIES HK from time to time, the Client shall have the right to terminate this Agreement. If the Client does not raise written objection within seven (7) days from the effective date of amendment of these Terms, the Client shall be deemed to have accepted the amendment. No amendment made by SDIC SECURITIES HK to these Terms will affect any outstanding order or Transaction in Securities or any legal rights or obligations which may have arisen prior thereto.

#### 15. Assignment

The Client may not assign or transfer its rights and obligations under these Terms. SDIC SECURITIES HK may assign or transfer any of its rights and obligations under these Terms without the prior consent of the Client.

#### 16. Severability

Any provision in these Terms which is illegal, invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect the legality, validity or enforceability of the remaining provisions hereof or the legality, validity or enforceability of such provision in any other jurisdiction.

#### 17. Termination

17.1 Either party may terminate these Terms at any time by 7 Business Days' notice in writing. This shall not affect any obligations which have arisen under these Terms on or prior to the date of termination.

(b) 若客戶就集體投資計劃、全權委託帳戶或全權信託執行證券交易，客戶須按國投證券的要求，即時知會香港監管機構該計劃、帳戶或信託的身份證明、地址、聯絡資料及（如適用）代表該計劃、帳戶或信託指示客戶執行證券交易的人士的身份證明、地址、職業及聯絡資料；及

(c) 若客戶就集體投資計劃、全權委託帳戶或全權信託執行證券交易，客戶須在切實可行範圍內盡快知會國投證券其代表該計劃、帳戶或信託作出投資的酌情權被推翻。倘客戶的投資酌情權被推翻，客戶須按國投證券的要求，即時知會香港監管機構作出該證券交易指示的人士的身份證明、地址、職業及聯絡資料；

(d) 若客戶知悉其客戶為其有關客戶充當中介人，而客戶並不知悉執行該證券交易的有關客戶的身份證明、地址、職業及聯絡資料，客戶確認：-

(i) 客戶與其客戶設有安排，就此授權客戶，在要求下即時向其客戶索取載於(b)及(c)段所述的資料或促使取得該等資料；及

(ii) 客戶將按國投證券就證券交易的要求，盡速向執行該證券交易指示的客戶索取載於(b)及(c)段所述的資料，並從其客戶取得該等資料後盡快提供予香港監管機構或促使提供該等資料；

(e) 客戶確認，（如必要）其已從持有執行證券交易的帳戶的客戶、集體投資計劃、全權委託帳戶或全權信託取得一切有關同意或豁免，並（如適用）遵守《個人資料（私隱）條例》的規定，故可將該等客戶、集體投資計劃、全權委託帳戶或全權信託及於該等證券交易擁有最終實益權益人士及提出證券交易的人士（如不是客戶／最終受益人）的身份證明、地址、職業及聯絡方法傳送給香港監管機構。惟以協議各方始終同意第 12.5 條的規定即使此等條款終止仍繼續有效為前提。

13.6 在不違反第 4.3 條的情況下，客戶承認所有證券交易全由客戶決定及承擔風險，並沒有依賴國投證券的意見。國投證券並無責任向客戶提供各證券交易的利好性或適合性的意見。

#### 14. 修訂

客戶同意並接受，國投證券有權於任何時候以通過向客戶發出合理的書面通知來修訂此等條款，包括但不限於將最新之本協議及/或開戶表格上傳至國投證券的網站；或以國投證券最終決定的其他方法（不論電子、數碼或其他方法），有關變更須視為此等條款的一部分。客戶可不時登入國投證券網站以獲得最新之本協議及/或開戶表格並需細閱其條款。任何修訂將於該通知規定的生效日期生效。客戶確認並同意，如客戶不接受修訂，客戶有權中止此等條款。如客戶在修訂生效日期後 7 天內沒有發出反對通知書，則客戶將被視為已接受此等條款的修訂。國投證券對此等條款所作之修訂不影響任何修訂前未完成之指示或證券交易或已產生的法定權利或責任。

#### 15. 轉讓

客戶不得出讓或轉讓其於此等條款項下的權利及責任。國投證券可出讓或轉讓其於此等條款項下的任何權利及責任，而毋須客戶的事先同意。

#### 16. 可分割性

此等條款中的任何條文倘因任何理由而於任何司法管轄區為不合法、無效或不能執行，所失效的將僅限於屬該條文的不合法性、無效性或不能執行性，而將不會影響此等條款中其他性的合法性、有效性或可執行性，或在任何其他司法管轄區的合法性、有效性或可執行性。

#### 17. 終止

17.1 此等條款可通過任何一方隨時向另一方發出不少於七個營業日的書面通知後予以終止。這將不會影響於終止日期或之前，根據此等條款所產生的任何責任。

17.2 Upon termination of these Terms under Clause 17.1, all amounts due or owing by the Client to SDIC SECURITIES HK under these Terms shall become immediately due and payable. SDIC SECURITIES HK shall cease to have any obligation to effect any Transaction in Securities on behalf of the Client in accordance with the provisions of these Terms, notwithstanding any instructions from the Client to the contrary.

17.3 As soon as practicable after termination of these Terms, SDIC SECURITIES HK shall sell, realize, redeem, liquidate or otherwise dispose of all or part of the Client's Securities for such consideration and in such manner as SDIC SECURITIES HK shall in its absolute discretion consider necessary to satisfy first, all costs, charges, fees and expenses (including legal expenses) incurred by SDIC SECURITIES HK in such sale, realization, redemption, liquidation or other disposal and all other monies and sums due or owing and other liabilities accrued or accruing due to SDIC SECURITIES HK and outstanding (whether actual or contingent, present or future or otherwise) under these Terms and second, all other Liabilities, at the Client's sole risk and cost and without incurring any liability on the part of SDIC SECURITIES HK for any loss or damage incurred by the Client.

17.4 Any cash proceeds remaining after satisfaction of all sums specified in Clause 17.3 shall be credited to the Securities Account, and be returned to the Client as soon as practicable. All Securities not realized or disposed of together with any relevant documents of title in SDIC SECURITIES HK's possession shall be delivered to the Client at the Client's sole risk and expense. SDIC SECURITIES HK shall have no liability for any loss or damage incurred by the Client arising from such delivery.

17.5 If there is a debit balance on the Securities Account after application of the sale proceeds pursuant to Clause 17.3, the Client shall immediately pay to SDIC SECURITIES HK an amount equal to such debit balance together with SDIC SECURITIES HK's cost of funding such amount and interest at the rate of 5 percent above the prevailing prime rate or best lending rate for the relevant currency as determined by SDIC SECURITIES HK in its absolute discretion from time to time up to the date of actual receipt of full payment by SDIC SECURITIES HK (such rate is applicable to the time periods where there is a debit balance prior to and/ or after any judgment (if any)).

#### **18. Liability and Indemnity**

18.1 Provided that it does not contravene Clause 4.3, the Client agrees that SDIC SECURITIES HK shall not be liable for any loss or liability which the Client may incur (including losses and liabilities resulting from Transactions in Securities executed by any brokers and dealers) unless due to fraud, gross negligence or wilful default on the part of SDIC SECURITIES HK.

18.2 The Client shall indemnify SDIC SECURITIES HK from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, legal expenses and other expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against SDIC SECURITIES HK (or any of its directors, officers, delegates, agents, employees, associates, correspondents or representatives) in performing its services under these Terms or resulting from the default or breach by the Client of any provision of, or any of the Client's obligations under, these Terms, save where the same were caused by SDIC SECURITIES HK or the relevant person's own fraud, gross negligence or wilful default.

18.3 The Client shall further indemnify SDIC SECURITIES HK against any claim which may be made against SDIC SECURITIES HK by a purchaser or any other person by reason of any defect in the title of the Client to the Securities.

#### **19. Combination and Set Off**

19.1 SDIC SECURITIES HK may, at any time and without notice to the Client, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Client's accounts with SDIC SECURITIES HK (including the Securities Account) at any of its branch offices or with any of SDIC SECURITIES HK's Associate and set-off or transfer any Securities, receivables held in or for the account of, or monies standing to the credit of, any one or more of such accounts in or towards satisfaction of any of the Liabilities. Where any such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by SDIC SECURITIES HK to be applicable.

19.2 For the purpose of exercising the right of set-off or of discharging any Liabilities, SDIC SECURITIES HK may sell or dispose of any of the Securities, receivables or monies from time to time held in or for the account of the Securities Account or any other account with SDIC SECURITIES HK. SDIC SECURITIES HK shall be under no duty to the Client as to the price obtained in respect of any such sale or disposal.

17.2 根據第 17.1 條終止此等條款後，客戶應付或尚欠國投證券所有因履行此等條款而欠下的款項應立即償還及支付。國投證券將再無責任根據此等條款為客戶執行證券交易，即使收到客戶的任何買賣盤指示。

17.3 於此等條款終止後，國投證券須在切實可行範圍內盡快以國投證券全權酌情認為必須的代價及方式出售、變現、贖回、清算或另行處置所有或部分客戶證券，首先作為支付國投證券就有關出售、變現、贖回、清算或另行處置而涉及的一切成本、收費、費用及開支（包括法律開支），以及根據此等條款應付或欠負國投證券的所有其他金額及款項及應計國投證券而並未清償的其他債務（不論屬實際或或然，現在或未來或其他形式），其次則作為支付所有其他債務，由客戶承擔全部風險和費用，國投證券亦毋須就客戶的任何損失或損害而承擔任何部分責任。

17.4 償付第 17.3 條規定的所有款項後，任何剩餘的現金款項須轉入證券帳戶，並在切實可行範圍內盡快歸還予客戶。國投證券擁有的所有未變現或未出售證券連同任何有關所有權文件須交付予客戶，並由客戶承擔全部風險和費用。國投證券對任何因該交付引致的任何損失或損害毋須承擔任何責任。

17.5 倘若根據第 17.3 條應用銷售所得款項後，證券帳戶尚有債項餘額，客戶須立即向國投證券支付相等於該債項餘額的款項連同國投證券的籌集該款項的成本及按國投證券以絕對酌情權決定就有關貨幣的現行或不時最優惠或最佳借款利率加百分之 5 計算的利息，直至國投證券實際收到全數款項為止（此利率適用於證券帳戶有債項餘額的期間，不論在任何判決之前和/或後(如有)）。

#### **18. 責任及彌償**

18.1 在不違反第 4.3 條的情況下，客戶同意國投證券毋須對任何客戶可能涉及的任何損失或責任（包括因任何經紀或交易商執行證券交易導致的損失和責任）負上責任，除非由於國投證券的欺詐、嚴重疏忽或故意失責所致。

18.2 客戶須就國投證券根據此等條款履行其服務時或客戶此等條款的任何條文或由於客戶違反此等條款產生的任何責任而導致施加於、涉及或向國投證券（或其任何董事、高級人員、獲授權人、代理、僱員、代名人、通信人或代表）提出的任何及一切債務、責任、損失、損害、罰款、起訴、裁決、訴訟、費用、法律開支及其他開支或任何類別或性質的開銷向國投證券作出彌償，惟因國投證券或有關人士本身的欺詐、嚴重疏忽或故意失責除外。

18.3 客戶須進一步就買方或任何其他人士由於客戶對證券所有權的任何不妥而對國投證券作出之任何申索而對國投證券作出彌償。

#### **19. 合併及抵銷**

19.1 國投證券可於任何時間，毋須通知客戶，不論是任何帳戶結算或其他任何事情，合併或綜合客戶於國投證券任何分行辦事處或任何其他聯營公司開設的所有或任何帳戶（包括證券帳戶），以及抵銷或轉讓於一個或以上該等帳戶持有之任何證券、應收款項或任何進項的款項，以履行任何債務。倘任何有關抵銷、綜合、合併或轉撥須將一種貨幣轉換為另一種貨幣，則須按由國投證券確切認為適用的匯率進行。

19.2 為行使抵銷或清償任何債務的權利，國投證券可不時沽售或出售於國投證券的證券帳戶或任何其他帳戶持有之任何證券、應收款項或資金。關於任何該等沽售或出售獲取的價格，國投證券對客戶並不承擔責任。

## 20. Joint and Several Liability/Successors

20.1 If these Terms are signed by more than one person or are signed by one person for itself and on behalf of others (whether a partnership or otherwise):

- (a) the expression "Client" shall include each such person (a "Joint Client") and the liability of Joint Clients under these Terms shall be joint and several;
- (b) any instruction in relation to the Securities Account given or purported to be given by any one or more of the Joint Clients shall be treated as a valid instruction by all Joint Clients;
- (c) any demand for payment on any one or more of the Joint Clients shall be treated as a valid demand on all Joint Clients;
- (d) SDIC SECURITIES HK may release or discharge any one or more of the Joint Clients from liability under these Terms or compound with, accept compositions from, or make any other arrangement with, any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Client;
- (e) these Terms shall not be affected by the death, incapacity or dissolution of any Joint Client;
- (f) termination of these Terms pursuant to Clause 17 by any one or more of the Joint Clients or his or their personal representatives shall not affect the continuing liability of the other Joint Clients (and Clause 16 shall be construed accordingly).

20.2 These Terms shall be binding on the Client's heirs, executors, administrators, personal representatives, successors and assignees, as the case may be.

## 21. Notice and Communication

21.1 Unless otherwise specified in these Terms, any notice to be made or given by either party to the other under these Terms shall be in writing and addressed to the last known address, email address, facsimile number of the other party (as the case may be) and shall be deemed effective on (i) the date two days (if local) or seven days (if international) after posting if delivered by mail, it being sufficient to prove that the notice was properly addressed and posted or (ii) the next business day following the day on which it was dispatched if delivered by email or by facsimile.

21.2 SDIC SECURITIES HK will notify the Client of any material change in respect of SDIC SECURITIES HK's business, corporate particulars, license status, and nature of services available which may affect the services that SDIC SECURITIES HK provides to the Client.

## 22. Complaints

22.1 Any complaint about the performance of SDIC SECURITIES HK under these Terms shall be made in writing and addressed to SDIC SECURITIES HK c/o the Complaints Officer, who will investigate the complaint. The Client agrees to provide the Complaints Officer with all information in relation to the complaint to enable the Complaints Officer to carry out necessary investigations.

## 23. Risk Disclosure Statement

23.1 THE CLIENT ACKNOWLEDGES THAT THE PRICES OF SECURITIES CAN AND DO FLUCTUATE, SOMETIMES DRAMATICALLY. THE PRICE OF A SECURITY MAY MOVE UP OR DOWN, AND MAY BECOME VALUELESS. THE CLIENT APPRECIATES THAT LOSSES MAY BE INCURRED RATHER THAN PROFIT MADE AS A RESULT OF BUYING AND SELLING SECURITIES. THIS IS A RISK THAT THE CLIENT IS PREPARED TO ACCEPT.

23.2 THE CLIENT FURTHER ACKNOWLEDGES THAT GROWTH ENTERPRISE MARKET SECURITIES INVOLVE HIGH INVESTMENT RISK. IN PARTICULAR, COMPANIES MAY LIST ON THE GROWTH ENTERPRISE MARKET WITH NEITHER A TRACK RECORD OF PROFITABILITY NOR ANY OBLIGATION TO FORECAST FUTURE PROFITABILITY. GROWTH ENTERPRISE MARKET SECURITIES MAY BE VERY VOLATILE AND ILLIQUID.

23.3 THE CLIENT IS AWARE THAT THERE ARE POTENTIAL RISKS OF INVESTING IN THE COMPANIES LISTED ON THE GROWTH ENTERPRISE MARKET AND THE CLIENT SHOULD MAKE THE DECISION TO INVEST ONLY AFTER DUE AND CAREFUL CONSIDERATION. THE GREATER RISK PROFILE AND OTHER CHARACTERISTICS OF THE GROWTH ENTERPRISE MARKET MEAN THAT IT IS A MARKET MORE SUITED TO PROFESSIONAL AND OTHER SOPHISTICATED INVESTORS.

## 20. 聯名及個別責任/繼承人

20.1 倘若此等條款由多於一人簽署或由一人本身及代表其他人（合夥商號或其他情況）簽署，則：

- (a) 「客戶」須包括各該等人士（「聯名客戶」），而聯名客戶根據此等條款的責任是共有並須個別承擔；
- (b) 任何關於證券帳戶的指示若由一名或以上聯名客戶發出或聲稱須被視為所有聯名客戶共同發出的有效指示；
- (c) 對一名或以上聯名客戶付款的索求須被視為對所有聯名客戶的有效索求；
- (d) 國投證券可解除或清償任何一名或以上聯名客戶根據此等條款的負債或合併或接受合併或與任何該等人士訂立任何其他安排，而不會引致解除或清償或另行影響其權利及對任何其他聯名客戶作出彌償；
- (e) 此等條款不受任何聯名客戶身故、殘疾或解散的影響；
- (f) 若根據第 17 條由任何一名或以上聯名客戶或彼等的遺產代理人終止此等條款的，將不影響其他聯名客戶的持續責任（第 16 條須作相應解釋）。

20.2 此等條款須對客戶的承任人、遺囑執行人、管理人、遺產代理人、繼承人及承讓人（視情況而定）有約束力。

## 21. 通知及通訊

21.1 除非此等條款中另外規定，任何一方根據此等條款向另一方發出或發出的通知須以書面形式發送到另一方最近期的地址、電子郵件、傳真號碼（視乎情況而定），併須於下列時間被視為有效(i) 若以郵件形式，則為寄出後兩天（若為本地）或七天（若為國際），足以證明通知已寄往正確地址或(ii) 若發電子郵件或傳真，則為發送當天。

21.2 倘國投證券的業務、公司資料、牌照地位、及可提供客戶的服務有重大變更，並且可能影響國投證券為客戶提供的服務，國投證券將會通知客戶。

## 22. 投訴

22.1 任何關於國投證券根據此等條款表現的投訴須以書面形式寄往予國投證券的投訴主任，投訴主任將對投訴進行調查。客戶同意向投訴主任提供所有有關資料以便投訴主任對投訴進行必需的調查。

## 23. 風險披露聲明

23.1 客戶確認，證券價格可能及會出現波動，有時可能會有異常波動。證券價格可升可跌，甚至變成毫無價值。客戶意識到買賣證券未必一定能夠賺取利潤，反而可能會招致損失。客戶確認準備承受此項風險。

23.2 客戶進一步確認，創業板證券涉及高投資風險。尤其是該等公司可在無需具備盈利往績及毋需預測未來盈利的情況下在創業板上市。創業板證券可能非常波動及流通性很低。

23.3 客戶知悉投資於創業板上市的公司涉及潛在風險，客戶必須在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

23.4 THE CLIENT UNDERSTANDS THAT CURRENT INFORMATION ON GROWTH ENTERPRISE MARKET SECURITIES MAY ONLY BE FOUND ON THE INTERNET WEBSITE OPERATED BY THE EXCHANGE. COMPANIES LISTED ON THE GROWTH ENTERPRISE MARKET ARE NOT USUALLY REQUIRED TO ISSUE PAID ANNOUNCEMENTS IN GAZETTED NEWSPAPERS.

23.5 THE CLIENT UNDERSTANDS THAT HE SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE IF HE IS UNCERTAIN OF OR HAS NOT UNDERSTOOD ANY ASPECT OF THIS RISK DISCLOSURE STATEMENT OR THE NATURE AND RISKS INVOLVED IN TRADING OF SECURITIES ON THE GROWTH ENTERPRISE MARKET.

23.6 THE CLIENT ALSO ACKNOWLEDGES THAT THERE ARE RISKS IN LEAVING SECURITIES IN THE CUSTODY OF SDIC SECURITIES HK OR IN AUTHORISING SDIC SECURITIES HK TO LEND THE CLIENT'S SECURITIES TO OR DEPOSIT THEM WITH CERTAIN THIRD PARTIES (E.G. AS COLLATERAL FOR LOANS OR ADVANCES MADE TO SDIC SECURITIES HK) UNDER THE SECURITIES AND FUTURES (CLIENT SECURITIES) RULES. THE CLIENT UNDERSTANDS THAT THIS IS ALLOWED ONLY IF HE CONSENTS IN WRITING, WHICH CONSENT MUST SPECIFY THE PERIOD FOR WHICH IT IS CURRENT AND CANNOT EXCEED 12 MONTHS IF HE IS NOT A PROFESSIONAL INVESTOR. THE CLIENT ALSO UNDERSTANDS THAT HE IS NOT REQUIRED BY ANY LAW TO SIGN THESE AUTHORITIES.

23.7 THE CLIENT IS AWARE THAT AN AUTHORITY AS STATED IN 23.6 ABOVE MAY BE REQUIRED BY SDIC SECURITIES HK IF MARGIN LENDING FACILITIES ARE OFFERED TO THE CLIENT OR TO ALLOW THE CLIENT'S SECURITIES TO BE LOANED TO OR DEPOSITED AS COLLATERAL WITH THIRD PARTIES AND THAT SDIC SECURITIES HK WILL EXPLAIN TO THE CLIENT THE PURPOSES FOR WHICH THE AUTHORITIES GIVEN BY THE CLIENT WILL BE USED.

23.8 THE CLIENT ACKNOWLEDGES THAT IF HE SIGNS ONE OF THE AUTHORITIES STATED ABOVE, AND THE CLIENT'S SECURITIES ARE LENT TO OR DEPOSITED WITH THIRD PARTIES, THOSE THIRD PARTIES WILL HAVE A LIEN OR CHARGE ON THE SECURITIES. THE CLIENT FURTHER UNDERSTANDS THAT SDIC SECURITIES HK IS NOT RESPONSIBLE TO THE CLIENT FOR THE SECURITIES LENT OR DEPOSITED UNDER THE AUTHORITY, AND A DEFAULT BY SDIC SECURITIES HK COULD RESULT IN THE LOSS OF THE CLIENT'S SECURITIES.

23.9 THE CLIENT ACKNOWLEDGES THAT AN AUTHORITY REFERRED TO ABOVE MAY BE DEEMED TO BE RENEWED (I.E. WITHOUT THE CLIENT'S WRITTEN CONSENT) IF SDIC SECURITIES HK (OR ITS ASSOCIATE) ISSUES THE CLIENT A REMINDER AT LEAST 14 DAYS PRIOR TO THE EXPIRY OF THE AUTHORITY, AND THE CLIENT DOES NOT OBJECT TO SUCH DEEMED RENEWAL BEFORE THE EXPIRY DATE OF HIS THEN EXISTING AUTHORITY.

23.10 THE CLIENT UNDERSTANDS THAT UPON THE OPENING OF A CASH ACCOUNT HE NEED NOT SIGN ANY ABOVE AUTHORITY IF HE DOES NOT REQUIRE MARGIN FACILITIES OR DOES NOT WISH HIS SECURITIES OR SECURITIES COLLATERAL TO BE LENT OR PLEDGED.

23.11 THE CLIENT ACKNOWLEDGES THAT IF HE PROVIDES AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES, IT IS IMPORTANT FOR HIM PROMPTLY TO COLLECT IN PERSON ALL CONTRACT NOTES AND STATEMENTS OF ACCOUNT AND REVIEW THEM IN DETAIL TO ENSURE THAT ANY ANOMALIES OR MISTAKES CAN BE DETECTED IN A TIMELY FASHION.

23.12 THE CLIENT ACKNOWLEDGES THAT ANY OF HIS ASSETS RECEIVED OR HELD BY SDIC SECURITIES HK (OR ITS ASSOCIATE) OUTSIDE HONGKONG ARE SUBJECT TO THE APPLICABLE LAWS AND REGULATIONS OF THE RELEVANT OVERSEAS JURISDICTION WHICH MAY BE DIFFERENT FROM THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) 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.

23.4 客戶明白，現時有關創業板證券的資料只可以在交易所操作的互聯網網站上找到。創業板上市的公司一般毋須在憲報指定的報章刊登付費公告。

23.5 客戶明白，假如其對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的證券所涉風險有不明白之處，應尋求獨立的專業意見。

23.6 客戶亦確認，將證券置於國投證券託管，或根據《證券及期貨(客戶證券)規則授權國投證券借出客戶的證券或將證券存放於若干第三方(如作為國投證券貸款或墊款的抵押品)，均存在風險。客戶明白，上述安排僅限於客戶已就此給予書面同意的情況下方有效。除非客戶為專業投資者，否則授權書必須指明有效期，而該段有效期不得超逾 12 個月。客戶亦明白，其毋須根據任何法例簽署該等授權書。

23.7 客戶知悉，倘國投證券向客戶提供保證金貸款或獲准將客戶的證券借出予第三方或作為抵押品存放於第三方，則國投證券可能要求上文 23.6 所述的授權書，而國投證券將向客戶闡釋所發出的授權書的用途。

23.8 客戶確認，倘其簽署上文所述的其中一項授權書，而客戶的證券是借出予或存放於第三方，則該等第三方將擁有該等證券的留置權或作出押記。客戶進一步明白，國投證券不會對根據授權書借出或存放的證券向客戶負責，同時國投證券的違責行為可能會導致客戶證券的損失。

23.9 客戶確認，倘若國投證券(或其聯營公司)在有關授權期限屆滿前最少 14 日向客戶發出有關授權將被視為已續期的提示(即毋須客戶的同意書)，而客戶對於其當時有效的授權期限屆滿前被視為續期不表示反對，則上文所述的授權將被視為已續期。

23.10 客戶明白，倘客戶只要求開立現金帳戶且毋須使用保證金貸款，或不希望其證券或證券抵押品被借出或遭抵押，則其毋須簽署任何上述授權書。

23.11 客戶確認，倘其提供授權書允許代存郵件或將郵件轉交予第三方，則客戶須盡速親身收取所有關於其帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

23.12 客戶確認，國投證券(或其聯營公司)在香港以外地方收取或持有的客戶資產均須受有關海外司法管轄區的適用法例及規例所監管。該等法例及規例與《證券及期貨條例》(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

23.13 THE CLIENT UNDERSTANDS THAT THE SECURITIES UNDER THE NASDAQ-AMEX PILOT PROGRAM (PP) ARE AIMED AT SOPHISTICATED INVESTORS. THE CLIENT IS AWARE THAT HE SHOULD CONSULT SDIC SECURITIES HK AND BECOME FAMILIARISED WITH THE PP BEFORE TRADING IN PP SECURITIES. THE CLIENT IS ALSO AWARE THAT PP SECURITIES ARE NOT REGULATED AS A PRIMARY OR SECONDARY LISTING ON THE MAIN BOARD OR THE GROWTH ENTERPRISE MARKET OF THE EXCHANGE.

23.14 THE PROFIT OR LOSS IN TRANSACTIONS IN FOREIGN CURRENCY-DENOMINATED TRANSACTIONS IN SECURITIES (WHETHER THEY ARE TRADED IN THE CLIENT'S OWN OR ANOTHER JURISDICTION) WILL BE AFFECTED BY FLUCTUATIONS IN CURRENCY RATES WHERE THERE IS A NEED TO CONVERT INTO A FOREIGN CURRENCY.

23.15 IN SOME JURISDICTIONS, AND ONLY THEN IN RESTRICTED CIRCUMSTANCES, SDIC SECURITIES HK IS PERMITTED TO EFFECT OFF-EXCHANGE TRANSACTIONS. SDIC SECURITIES HK MAY BE ACTING AS THE CLIENT'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 CLIENT UNDERTAKES SUCH TRANSACTIONS, THE CLIENT SHOULD FAMILIARISE ITSELF WITH APPLICABLE RULES AND ATTENDANT RISKS.

23.16 THE CLIENT ACKNOWLEDGES THAT TRANSACTIONS ON MARKETS IN OTHER JURISDICTIONS, INCLUDING MARKETS FORMALLY LINKED TO A DOMESTIC MARKET, MAY EXPOSE THE CLIENT TO ADDITIONAL RISK. SUCH MARKETS MAY BE SUBJECT TO REGULATIONS WHICH MAY OFFER DIFFERENT OR DIMINISHED INVESTOR PROTECTION. BEFORE THE CLIENT TRADES HE SHOULD ENQUIRE ABOUT ANY RULES RELEVANT TO HIS PARTICULAR TRANSACTIONS. THE CLIENT UNDERSTANDS THAT HIS LOCAL REGULATORY AUTHORITY WILL BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN OTHER JURISDICTIONS WHERE THE CLIENT'S TRANSACTIONS HAVE BEEN EFFECTED.

23.17 THE CLIENT ACKNOWLEDGES THAT 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 OF FAILURE. THE CLIENT ACKNOWLEDGES THAT HIS ABILITY TO RECOVER CERTAIN LOSSES MAY BE SUBJECT TO LIMITS ON LIABILITY IMPOSED BY THE SYSTEM PROVIDER, THE MARKET, THE CLEARING HOUSE AND/OR PARTICULAR FIRMS. SUCH LIMITS MAY VARY: THE CLIENT SHOULD ASK SDIC SECURITIES HK FOR DETAILS IN THIS RESPECT.

23.18 THE CLIENT UNDERSTANDS THAT TRADING ON AN ELECTRONIC TRADING SYSTEM MAY DIFFER FROM TRADING ON OTHER TRADING SYSTEMS. THE CLIENT ACKNOWLEDGES THAT IF HE UNDERTAKES TRANSACTIONS ON AN ELECTRONIC SYSTEM, HE 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 CLIENT'S ORDER IS EITHER NOT EXECUTED ACCORDING TO HIS INSTRUCTIONS OR IS NOT EXECUTED AT ALL.

23.13 客戶明白，按照納斯達克－美國證券交易所試驗計劃(「試驗計劃」)上市買賣的證券乃為熟悉投資技巧的投資者而設。客戶知悉，在買賣該項試驗計劃的證券之前，應先諮詢國投證券意見並令其熟悉該項試驗計劃。客戶亦知悉，按照該項試驗計劃上市買賣的證券並非以交易所的主板或創業板作第一或第二上市的證券類別加以監管。

23.14 倘有必要進行外幣兌換，外幣列值的證券交易的溢利或虧損(不論於客戶本身或其他司法管轄區進行買賣)將受匯率波動影響。

23.15 於部份司法管轄區及僅於限制的環境中，國投證券獲准予進行交易所場外交易。國投證券可能作為客戶交易的對手方，可能難以或無法清算現有的倉盤、評估價值、釐定公平價格或評估風險。基於上述理由，該等交易可能涉及更多風險。交易所場外交易可能受較少規管，或受獨立規管制度限制。客戶於進行該等交易前，必須熟悉適用規則及承受的風險。

23.16 客戶確認，在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶明白，客戶本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。

23.17 客戶確認，電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈。客戶確認客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算所及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向國投證券查詢這方面的詳情。

23.18 客戶明白，透過某個電子交易系統進行買賣，可能會與透過其他交易系統進行買賣有所不同。客戶確認，如果客戶透過個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能是客戶的交易指示不能根據其指示執行，甚或完全不獲執行。

23.19 THE CLIENT ACKNOWLEDGES THAT ANY TRANSACTION MAY INVOLVE A VARIETY OF SIGNIFICANT RISKS. THE CLIENT UNDERSTANDS THAT BEFORE ENTERING INTO ANY TRANSACTION, HE SHOULD CAREFULLY CONSIDER WHETHER THE TRANSACTION IS APPROPRIATE FOR HIM IN LIGHT OF HIS OBJECTIVE, EXPERIENCE, FINANCIAL AND OPERATIONAL RESOURCES, AND OTHER RELEVANT CIRCUMSTANCES. THE CLIENT FURTHER ACKNOWLEDGES THAT HE SHOULD ALSO ENSURE THAT HE FULLY UNDERSTANDS THE NATURE OF THE TRANSACTION AND CONTRACTUAL RELATIONSHIP INTO WHICH HE IS ENTERING INTO AND THE NATURE AND EXTENT OF HIS EXPOSURE TO RISK OF LOSS. 23.20 THE CLIENT ACKNOWLEDGES THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS, THE CONTENT OF (WHERE APPLICABLE):-

- (a) "THE FIRST SCHEDULE – TERMS FOR MARGIN TRADING";
- (b) "THE SECOND SCHEDULE – TERMS FOR INTERNET TRADING";
- (c) "THE THIRD SCHEDULE – OTHER RISK DISCLOSURE STATEMENT" ON THE NATURE AND RISKS OF EXCHANGE TRADED DERIVATIVE PRODUCTS AND THE RISK DISCLOSURE STATEMENT ON RENMINBI PRODUCTS;
- (d) "THE FOURTH SCHEDULE – THE U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")";
- (e) "THE FIFTH SCHEDULE – SHANGHAI-SHENZHEN-HONG KONG STOCK CONNECT THE RISKS INVOLVED IN TRADING & PRECAUTIONS FOR NORTHBOUND TRADING"; AND
- (f) "THE SIXTH SCHEDULE – RISK DISCLOSURE STATEMENTS FOR VIRTUAL ASSETS RELATED PRODUCTS".

#### 24. Confirmation

The Client confirms that it has read these Terms and that the contents of these Terms have been fully explained to the Client in a language which the Client understands, and that the Client accepts these Terms. The Client acknowledges that, in the event of any discrepancy between the English and Chinese text of these Terms, the English version shall prevail.

#### 25. Governing Law

25.1 These Terms and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

25.2 If the Client does not have a place of business, or is not resident, in Hong Kong, the Client shall appoint a person to act as agent of the Client to receive and acknowledge on the Client's behalf service of any notice of legal process in Hong Kong. The Client agrees that any such notice of legal process shall be deemed sufficiently served on it if delivered to such agent for service at the address specified in the Account Opening Form.

#### 26. Conflict of Interest

26.1 SDIC SECURITIES HK and its directors, officers, employees or business agents may trade for the benefit of itself or its Associate.

26.2 SDIC SECURITIES HK has the right to (whether on its own account or on behalf of the Associate or other clients) buy, sell, hold or deal in any Securities or adopts position dealings opposite to the Client's instructions.

26.3 SDIC SECURITIES HK has the right to match the Client's instructions with those of other clients.

26.4 SDIC SECURITIES HK has the right to effect Transactions in Securities in which SDIC SECURITIES HK or its Associate has a position or in respect of which SDIC SECURITIES HK or its Associate acts as underwriter or otherwise.

26.5 SDIC SECURITIES HK has the right to have the instructions executed by any other brokers.

26.6 The Client confirms and agrees that SDIC SECURITIES HK has the right to request, accept and retain any rebates, brokerage fees, commissions, fees, benefits and discounts arising from execution of tradings and other benefits derived from Transactions in Securities. SDIC SECURITIES HK may in its sole discretion provide any benefits to any persons related to such Transactions in Securities.

26.7 In any of the circumstances mentioned in this Clause 26, SDIC SECURITIES HK shall not be obliged to account to the Client for any profits or benefits it obtained.

23.19 客戶確認，任何交易皆可能涉及多種不同的重大風險。客戶明白，在進行交易前，客戶應按其目的、經驗、財政及運作資源、及其他相關情況，謹慎考慮該項交易是否適合自己。客戶亦確認，客戶應確保自己完全了解其將進行之交易及其將約定的合同關係的性質、及其將承受的損失風險的性質及程度。

23.20 客戶確認已細心閱讀及完全明白以下內容(如適用):-

- (a) 「附表一 – 保證金交易條款」；
- (b) 「附表二 – 網上交易條款」；
- (c) 「附表三 – 其他風險披露聲明」有關在交易所買賣衍生產品的性質風險及人民幣產品的風險披露聲明；
- (d) 「附表四 – 美國《海外戶口稅收合規法案》」；
- (e) 「附表五 – 滬深港股票市場交易互聯互通機制 / 滬股通及深港通交易所涉及的風險及注意事項」；及
- (f) 「附表六 – 關於虛擬資產相關產品的風險披露聲明」。

#### 24. 確認

客戶確認，其已閱畢此等條款，及此等條款的內容已經由客戶理解的語言全面解釋，而客戶亦接納此等條款。客戶確認，倘此等條款的中英文版本出現歧義，則須以英文版本為準。

#### 25. 規管法例

25.1 此等條款下的一切權利、義務及責任須受香港法例規管並按其詮釋，並根據香港法例執行。協議各方不可撤銷地接受香港法院的非專屬管轄權所管轄。

25.2 倘客戶於香港並無營業地點或並非香港居民，則客戶須委任一人士擔任客戶的代理，以代表客戶接收及確認在香港發出的任何法律傳票。客戶同意，若任何法律傳票已送達至開戶表格所示代理的地址，該等法律傳票將被視為已妥善及有效送達客戶。

#### 26. 利益衝突

26.1 國投證券及其董事、高級職員或雇員及其業務代理人可以為其本身的利益或聯營公司的利益進行交易。

26.2 國投證券有權（不論是自行買賣或代表聯營公司或其他客戶）買入、賣出、持有或買賣任何證券，或採納與客戶指示對立的倉盤買賣。

26.3 國投證券有權將客戶指示與其他客戶的指示進行對盤。

26.4 國投證券有權對國投證券或其聯營公司有持倉或就該證券作為包銷商或其他身份的證券進行交易。

26.5 國投證券有權以任何理由將指示給予其他經紀執行。

26.6 客戶確認並同意國投證券有權要求、接受及保留任何因執行買賣產生之回佣、經紀費、佣金、費用、利益、折扣及其他由證券交易產生之利益。國投證券有全部酌情權提供任何利益予證券交易相關之任何人士。

26.7 在本 26 條中提及的任何情況下，國投證券都不負有對客戶說明自身所得利潤或利益的義務。

## First Schedule

### Terms for Margin Trading

This Schedule is supplemental to the Agreement for Securities Trading Account entered between SDIC SECURITIES HK and the Client to which this Schedule is annexed in order for the Client to conduct margin trading in his account with SDIC SECURITIES HK (Margin Account) and SDIC SECURITIES HK agrees to grant credit facilities (Facility) to the Client at the Client's request for the Client's transactions. Where any conflict arises between the provisions of the Agreement for Securities Trading Account and the provisions of this Schedule, the provisions of the latter shall prevail.

#### 1. Definitions

1.1 Terms defined in this Schedule have the same meanings as in the Agreement for Securities Trading Account unless stated otherwise.

1.2 References to "Account" in the Agreement for Securities Trading Account are deemed to include the Margin Account as established to this Schedule.

1.3 "Collateral" means all monies and Securities of the Client which are now or which shall at any time hereafter be deposited with, transferred or caused to be transferred to or held by SDIC SECURITIES HK or its Associates, or transferred to or held by any other person in circumstances where SDIC SECURITIES HK accepts the same as security for the Client's obligation under the Agreement for Securities Trading Account. The Collateral shall include those monies and securities that shall come into possession, custody or control of SDIC SECURITIES HK or its Associates from time to time for any purpose whatsoever (which shall include any additional or substituted securities and all dividends or interest paid or payable, rights, interest, monies or property accruing at any time by way of redemption, bonus, preference, options or otherwise on or in respect of any such Securities or additional or substituted Securities)

1.4 "Credit Limit" is the maximum amount of Facility that SDIC SECURITIES HK will grant the Client irrespective of the amount of the Client's Collateral and Margin Ratio.

1.5 "Margin Ratio" is the percentage of the value of the Collateral up to which the Client is permitted to borrow (or otherwise to secure other forms of financial accommodation) from SDIC SECURITIES HK against the Collateral.

#### 2. Margin Facility

2.1 The Facility is extended to the Client in accordance with the provisions set out in this Schedule, any fee and charges advised from SDIC SECURITIES HK to the Client and in the Agreement for Securities Trading Account (collectively known as "Margin Facility Terms"). The Client agrees to use the Facility in connection with the acquisition or holding of Securities by SDIC SECURITIES HK for the Client.

2.2 Subject to Clause 2.4 below, SDIC SECURITIES HK may grant the Client Facility of such amount up to the Credit Limit as may be notified to the Client from time to time. The Credit Limit available to the Client and the Margin Ratio may be varied by notice by SDIC SECURITIES HK from time to time. Notwithstanding the Credit Limit as notified to the Client, SDIC SECURITIES HK may at its discretion extend Facility to the Client in excess of the Credit Limit and the Client agrees that the Client shall be liable to repay the full amount of any Facility given by SDIC SECURITIES HK in accordance with Clause 6.1 in this Schedule.

2.3 SDIC SECURITIES HK is instructed and authorized by the Client to draw on the Facility to settle any amounts due to SDIC SECURITIES HK or its Associates in respect of the Client's purchase of Securities, margin maintenance obligations for any positions required by SDIC SECURITIES HK or its Associates, or payment of any commission or other costs and expenses owing to SDIC SECURITIES HK or its Associates.

2.4 SDIC SECURITIES HK will not at any time be obliged to provide any Facility to the Client. Client understands that SDIC SECURITIES HK may not provide any Facility to the Client if any of the following circumstances should arise:-

- (i) Client is in default of any provisions of the Agreement for Securities Trading Account; or
- (ii) In the opinion of SDIC SECURITIES HK there is or has been a material adverse change in the Client's financial condition or in the financial condition of any other person which might adversely affect the Client's ability to discharge the Client's liabilities or perform the Client's obligations under the Agreement for Securities Trading Account; or
- (iii) Making an advance would cause the applicable Credit Limit to be exceeded; or
- (iv) SDIC SECURITIES HK in its absolute discretion considers it prudent or desirable for its protection not to do so.

## 附表一

### 保證金交易條款

本附表是補充其依附的國投證券與客戶簽訂的證券交易帳戶協議書，藉以使客戶的國投證券帳戶能夠進行保證金交易（「保證金帳戶」），及國投證券同意按客戶要求向客戶提供客戶交易的信用融資（「融資」）。如證券交易帳戶協議書的條款與本附表的條款有任何衝突時，以後者的條款為準。

#### 1. 定義

1.1 本附表中的條款之含義與證券交易帳戶協議書的條款所界定者相同，另有特別聲明者除外。

1.2 證券交易帳戶協議書中所提及的「帳戶」，將被視為包括本附表既定的保證金帳戶。

1.3 「抵押品」是指客戶現在或將來任何時候存放於、轉移或令致其轉移往國投證券或其聯營公司的，或由國投證券或其聯營公司持有的，或於國投證券或其聯營公司接受作為在證券交易帳戶協議書之下客戶債務的擔保的情況下，轉移往任何其他人士或由任何其他人士持有的所有款項和證券。該等抵押品將包括國投證券或其聯營公司不時為任何目的而持有、托管或控制的款項及證券(包括任何額外或被替代的證券，及就該等證券的或額外的或被替代的證券累計或在任何時間透過贖回、分紅、優先股、認購權或其他形式所提供的所有已支付或需支付的股息或利息、供股權、權益、款項或財產)

1.4 「信用限額」是指不管客戶的抵押品金額和保證金比率如何，國投證券可提供予客戶的最大融資金額。

1.5 「保證金比率」是指抵押品價值的一個百分率，而該百分率將不高於客戶可向國投證券借用的金額（或擔保其他形式的財務通融）與抵押品價值的百分率。

#### 2. 保證金融資

2.1 此項融資將按照本附表、國投證券提供給客戶的任何收費表及證券交易帳戶協議書內所訂定之條款（統稱為「保證金融資條款」）而提供給客戶。客戶同意該融資只會用在有關於國投證券為客戶購入或持有證券之用途。

2.2 除下列第 2.4 條規定外，國投證券可向客戶提供不超過國投證券不時通知客戶的信用限額的信用限額。國投證券可按不時通知，更改客戶可使用的信用限額及保證金比率。儘管有已通知客戶的信用限額，國投證券仍可酌情向客戶提供超過該信用限額的融資，而客戶亦同意客戶有責任按本附表中的第 6.1 條之規定全數償還任何由國投證券提供的任何融資。

2.3 客戶指示並授權國投證券提取融資用以清償應付國投證券或其聯營公司任何有關客戶購買證券、履行國投證券或其聯營公司要求任何持倉的保證金義務、或支付所欠國投證券或其聯營公司的任何佣金或其他開支和費用的款項。

2.4 國投證券在任何時候均有權不向客戶提供任何融資。客戶明白尤其是在下列任何情況發生時，國投證券將不會向客戶提供任何融資：

- (i) 客戶未能履行證券交易帳戶協議書的任何條款；或
- (ii) 國投證券認為客戶的財務狀況正出現或已出現了重大的不利變化，或任何人士的財務狀況發生了重大不利變化，而可能會影響客戶解除在證券交易帳戶協議書之下的責任或履行客戶在證券交易帳戶協議書之下的義務；或
- (iii) 提供墊支將會令有關適用的信用限額被超過；或
- (iv) 國投證券據絕對酌情權，認為不提供融資將更為審慎或適宜。

2.5 For so long as there exists any indebtedness to SDIC SECURITIES HK on the Client's part, SDIC SECURITIES HK shall be entitled at any time and from time to time to refuse any withdrawal of any or all of the Collateral and the Client shall not without the prior written consent of SDIC SECURITIES HK be entitled to withdraw any Collateral in part or in whole from the Client's Account.

2.6 Client shall on demand from SDIC SECURITIES HK make payments of deposits or margin in monies, Securities and/or other assets in such amount and in such form into a designated account and within such time as specified by SDIC SECURITIES HK (referred to as a Margin Call), as SDIC SECURITIES HK in its absolute discretion determines necessary to provide adequate security in respect of Facility. In performing the Margin Call, SDIC SECURITIES HK shall use its best endeavours to contact the Client promptly by phone on the telephone numbers provided by the Client on the Account Opening Form and/or by sending to the Client a Margin Call notice by post, fax, email or otherwise. Client agrees that it shall be deemed properly notified of the Margin Call even if SDIC SECURITIES HK fails to contact it by phone or the Client fails to receive the written notice.

2.7 Any failure by the Client to comply with Clause 2.6 of this Schedule will constitute an Event of Default under Clause 11 of the Agreement for Securities Trading Account.

2.8 Client agrees to pay interest on a daily basis on the amount of the Facility extended to the Client. The interest rate shall be at a percentage above SDIC SECURITIES HK's cost of funds which will vary according to the prevailing money market situation and as notified to the Client from time to time. Such interest charges may be deducted by SDIC SECURITIES HK from the Margin Account or any other account of the Client with SDIC SECURITIES HK or its Associates.

### 3. Charge

3.1 The Client, as beneficial owner, charges in favour of SDIC SECURITIES HK by way of first fixed charge all the Client's respective rights, title, benefits and interests in and to all Collateral as a continuing security ("Charge") for the payment and satisfaction on demand of all monies and liabilities (absolute or contingent) and performance of all obligations under the Margin Facility Terms which are now or at any time hereafter may be due, owing or incurred from or by the Client to SDIC SECURITIES HK or its Associates, or for which the Client may be or become liable to SDIC SECURITIES HK or its Associates on any account or in any manner whatsoever (whether alone or jointly with any other person and in whatever name style or firm) together with interest from the date of demand to the date of repayment, and any commission, legal and other costs, charges and expenses as they appear in the records of SDIC SECURITIES HK or its Associates.

3.2 The Charge shall be a continuing security notwithstanding any intermediate payment or settlement of account or satisfaction of the whole or any part of any sum owing by the Client to SDIC SECURITIES HK and/or its Associates and notwithstanding the closing of any of the Client's accounts with SDIC SECURITIES HK and which are subsequently reopened or the subsequent opening of any account by the Client either alone or jointly with others and shall extend to cover all or any sum of monies which shall for the time being constitute the balance due from the Client to SDIC SECURITIES HK or its Associates on any account or otherwise.

3.3 The Client represents and warrants that the Collateral is legally and beneficially owned by the Client, that the Client is entitled to deposit the Collateral with SDIC SECURITIES HK or its Associates, that the same is and will remain free from any lien, charge or encumbrance of any kind, and any stocks, shares and other securities comprised in the Collateral are and will be fully paid up.

3.4 Upon irrevocable payment in full of all sums which may be or become payable under the Cash Client Agreement and the full performance of the Client's obligations under the Margin Facility Terms, SDIC SECURITIES HK will at the Client's request and expense release to the Client all the rights, title and interests of SDIC SECURITIES HK in the Collateral and will give such Instructions and directions as the Client may require in order to perfect such release.

3.5 Until the Charge becomes enforceable, (i) SDIC SECURITIES HK will have the right, subject only to giving the Client notice, to exercise rights relating to the Collateral to protect the value of the Collateral; and (ii) except as otherwise provided in this Schedule, the Client may direct the exercise of other rights attaching to, or connected with, the Collateral, but not in any manner which is inconsistent with the Client's obligations under the terms in this Schedule, or which in any way may prejudice SDIC SECURITIES HK's rights in relation to the Collateral.

2.5 只要客戶對國投證券存在任何債務，國投證券將有權在任何時候及不時拒絕客戶從客戶的帳戶提取任何或所有抵押品；及在未獲得國投證券事先書面同意之前，客戶將不能從客戶帳戶提取任何部分或全部抵押品。

2.6 若國投證券據其絕對酌情權，認為其提供的融資需要有足夠的擔保，客戶應根據國投證券的要求，按照國投證券指定的金額、形式，以現金、證券和/或其他資產的形式支付一定數額的存款或保證金，並在指定的時間內存到指定的帳戶內（稱為「追收保證金通知」）。為發出追收保證金通知，國投證券將儘力及儘快按照客戶在開戶表格中提供的電話號碼以電話形式聯絡客戶，和/或通過郵件、傳真、電郵或其他方式，向客戶發出追收保證金通知。客戶同意，即使國投證券未能以電話與客戶取得聯絡，或客戶未收到該書面通知，客戶將被視為已獲得適當的通知。

2.7 若客戶未能遵守本附表第 2.6 條的規定，將構成證券交易帳戶協議書第 11 條之下的違約事件。

2.8 客戶同意為自己獲得延期的融資支付利息，該利息將逐日計算。利息率應為一個高於國投證券資金成本的百分率，並將會隨當前的貨幣市場狀況而改變而由本公司不時通知客戶。該利息的支付可由國投證券從客戶在國投證券或其聯營公司開立的保證金帳戶或任何其他帳戶中扣除。

### 3. 抵押

3.1 客戶以實益擁有人的身份，以第一固定抵押方式向國投證券抵押所有客戶於抵押品的各種權利、所有權、利益及權益，以作為持續的抵押品（「抵押」），以便客戶在接獲要求後償付客戶可能欠國投證券或其聯營公司的所有款項及債項（絕對或或有的），及客戶在現時或將來履行保證金融資條款下可能到期、所欠或招致的義務，或客戶不論於任何帳戶或以何種形式而欠國投證券或其聯營公司的債項（不論是單獨或與任何其他人士共同，及不論以何種名稱形式或商號），連同由作出還款要求日期至付還日期期間的利息，以及在國投證券或其聯營公司記錄中所列的任何佣金、法律或其他費用、收費及開支。

3.2 抵押將是持續的，即使客戶向國投證券和/或其聯營公司作出任何中期支付或結清帳戶，或清還全部或部分欠款；及即使客戶結束在本公司開立的任何帳戶，並在隨後由客戶獨自或與其他人隨後共同在國投證券重開或再開立任何帳戶，該抵押將會涵蓋現時客戶於國投證券或其聯營公司的任何帳戶構成結餘欠款的所有或任何款項，或其他地方顯示出客戶欠國投證券或其聯營公司的結餘欠款。

3.3 客戶聲明並保證，抵押品乃是由客戶本人合法及實益擁有，客戶有權將抵押品存放於國投證券或其聯營公司，所存放的抵押品在現時或將來都不受任何類型的留置權、抵押或處置權所約束，並且構成抵押品的任何股票、股份和其他證券現時已全數繳足股款及將會全數繳足股款。

3.4 當客戶不可撤銷地全數付清根據現金客戶協議之下所有可能應支付或成為應支付的款項，及已全部履行客戶在保證金融資條款之下的義務後，國投證券將會在客戶要求下及支付所需費用後，向客戶發還國投證券在抵押品的所有權利、所有權和權益，並會就客戶為妥善處理該項發還而要求其作出的指令和指示而行事。

3.5 在該抵押成為可強制執行之前(i) 國投證券只須向客戶發出通知後，便有權行使與抵押品有關的權利，以保障抵押品的價值；及(ii)除非在本附表另有規定，否則客戶可指示行使附於或與抵押品有關的其他權利，但此舉不得與客戶在本附表條款之下的義務有所矛盾，或在任何形式下可能損害國投證券就抵押品的權利。

#### 4. Power of Attorney

The Client by way of security irrevocably appoints SDIC SECURITIES HK to be the Client's attorney on the Client's behalf and in the Client's name to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, which may be required for carrying out any obligation imposed on the Client by or pursuant to the terms in this Schedule and generally for enabling SDIC SECURITIES HK to exercise the respective rights and powers conferred on it by or pursuant to the terms in this Schedule or by law including (but without limitation):

- (i) to execute any transfer or assurance in respect of any of the Collateral;
- (ii) to perfect its title to any of the Collateral;
- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all monies and claims for monies due or to become due under or arising out of any of the Collateral;
- (iv) to give valid receipts and discharges and to endorse any cheques or other instruments or orders in connection with any of the Collateral; and
- (v) generally to file any claims or take any lawful action or institute any proceedings which it considers to be necessary or advisable to protect the security created under the Margin Facility Terms.

#### 5. Disposal of Collateral

The Client agrees that in the event of any sale pursuant to the Agreement for Securities Trading Account or the terms in this Schedule, any Collateral will be sold or disposed of in the absolute discretion of SDIC SECURITIES HK and upon any sale by SDIC SECURITIES HK, a declaration made by an officer of SDIC SECURITIES HK that the power of sale has become exercisable shall be conclusive evidence of the fact in favor of any purchaser or other person deriving title to any of the Collateral under the sale and no person dealing with SDIC SECURITIES HK or its nominees shall be concerned to inquire into the circumstances of the sale.

#### 6. Termination of Facility

6.1 The Facility is repayable on demand and may be varied or terminated in the absolute discretion of SDIC SECURITIES HK. In particular the Facility will be terminated upon the occurrence of any one or more of the following events:-

- (i) the withdrawal or non-renewal of the Client's authorization to SDIC SECURITIES HK as required by section 7 of the Securities and Futures (Client Securities) Rules; or
  - (ii) any termination in accordance with Clauses 11 and 17 of the Agreement for Securities Trading Account, and any notice of termination for that purpose shall be deemed to be a notice of termination of the Facility.
- 6.2 Upon termination of the Facility, any outstanding indebtedness by the Client shall forthwith be repaid to SDIC SECURITIES HK.
- 6.3 Repayment of all or any of the loan amounts owed to SDIC SECURITIES HK will not of itself constitute cancellation or termination of the terms in this Schedule.

#### 7. Security Unaffected

Without prejudice to the generality of the foregoing, neither the Charge nor the amounts thereby secured will be affected in any way by:-

- (i) any other security, guarantee or indemnity now or hereafter held by SDIC SECURITIES HK or its Associates under or in respect of the terms in this Schedule or any other liabilities;
- (ii) any other variation or amendment to or waiver or release of any security, guarantee or indemnity or other document (including the Charge), except to the extent that is allow in the terms of this Schedule;
- (iii) the enforcement or absence of enforcement or release by SDIC SECURITIES HK or its Associates of any security, guarantee or indemnity or other document (including the Charge);
- (iv) any time limit, indulgence, waiver or consent given to the Client or any other person whether by SDIC SECURITIES HK or its Associates;
- (v) the making of any demand for payment of any sum payable whether in accordance to the terms of this Schedule made on the Client by SDIC SECURITIES HK or any other person;
- (vi) the insolvency, bankruptcy, death or insanity of the Client;
- (vii) any amalgamation, merger or reconstruction that may be effected by SDIC SECURITIES HK with any other person or any sale or transfer of the whole or any part of the undertaking, property or assets of SDIC SECURITIES HK to any other person;
- (viii) the existence of any claim, set-off or other right which the Client may have at any time against SDIC SECURITIES HK or any other person;
- (ix) any arrangement or compromise entered into by SDIC SECURITIES HK with the Client or any other person;

#### 4. 授權書

客戶可以擔保的方式，不可撤銷地任命國投證券作為客戶的受託代表人，代表客戶並以客戶的名義行事，及簽署、蓋章、執行、交付、完善及訂立所有契約、文書、文件，以履行根據本附表條款施加於客的義務，及在整體上令國投證券行使根據本附表條款或根據法律而賦予國投證券的權利和權力，包括(但不限於):

- (i) 就任何抵押品簽立任何轉讓契或擔保書;
- (ii) 就任何抵押品完善其所有權;
- (iii) 就任何抵押品之下或所產生的到期或變成到期的任何及所有款項和索償而作出查詢、規定、要求、接收、和解及作出良好的解除;
- (iv) 就任何抵押品發出有效的收據和解除及背書任何支票或其他票據或命令; 及
- (v) 就一般任何索償、或採取任何法律行動或進行任何訴訟於保證金融資條款下為保護所產生的抵押品是認為有必要或合理的。

#### 5. 抵押品的處置

客戶同意，如按照證券交易帳戶協議書或本附表條款出售任何證券，國投證券擁有絕對酌情權出售或處置任何抵押品，並且當國投證券出售有關證券時，由國投證券一位職員所作出表示有關的銷售權已變得可行使的聲明，對於任何購買該等抵押品的人士或其他根據該項出售而獲取所有權的其他人士而言已屬有關事實的最終證據，並且沒有任何與國投證券或其代名人交易之人士有必要查詢該宗出售交的情況。

#### 6. 融資的終止

6.1 融資在接獲要求時便需付還，並可由國投證券根據其絕對酌情權予以更改或終止。尤其是如出現以下其中一項或多項事件，該項融資將會被終止：-

- (i) 根據《證券及期貨（客戶證券）規則》第7條規定而給予國投證券的客戶授權被撤回或不再被續期；或
  - (ii) 根據證券交易帳戶協議書之第11和17條而終止協議的，就此而言，任何的終止通知將被視為對融資的終止通知。
- 6.2 融資終止時，客戶所欠的任何未清債務應立即向國投證券清還。
- 6.3 償還所欠國投證券的全部或任何借貸款項本身並不構成或取消或終止本附表之條款。

#### 7. 不受影響的擔保

在不影響上述的概括性原則下，該抵押或其所抵押的數額將不會因以下所述的任何事物所影響：

- (i) 國投證券或其聯營公司就本附表之條款或任何其他責任，而在現時或將來所持有的任何其他保證金、擔保或彌償；
- (ii) 任何保證金、擔保或彌償或其他文件的任何其他修訂、更改、豁免或解除（包括該抵押），本附表之條款許可的情況下除外；
- (iii) 國投證券或其聯營公司就任何保證金、擔保或彌償或其他文件（包括該抵押）的強制執行或沒有強制執行或解除；
- (iv) 不論由國投證券或其聯營公司向客戶或其他任何人所給予的時限、寬限、豁免或同意；
- (v) 由國投證券或其他任何人向客戶所作出不論是否根據本附表條款的任何還款要求；
- (vi) 客戶無力還債、破產、死亡或精神失常；
- (vii) 國投證券與任何其他人士合併、兼併、或重組或向任何其他人士出售或轉讓國投證券的全部或部分業務、財產或資產。
- (viii) 客戶可能在任何時候對國投證券或任何其他人士所存在的任何索償、抵銷或其他權利；
- (ix) 國投證券與客戶或任何其他人士訂立的安排或和解協議；

(x) the illegality, invalidity or unenforceability of, or any defect in, any provision of any document relating to the Facility or any security, guarantee or indemnity (including the Charge) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including the Charge), whether on the ground of ultra vires, not being in the interests of the relevant person or not having been duly authorized, executed or delivered by any person or for any other reason whatsoever;

(xi) any agreement, security, guarantee, indemnity, payment or other transaction which is capable of being avoided under or affected by any law relating to bankruptcy, insolvency or winding-up or any release, settlement or discharge given or made by the Client on the faith of any such agreement, security, guarantee, indemnity, payment or other transaction, and any such release, settlement or discharge shall be deemed to be limited accordingly; or any other thing done or omitted or neglected to be done by SDIC SECURITIES HK or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the Client's liabilities under the terms of this Schedule.

#### **8. Risk Disclosure Statement**

8.1 THE CLIENT ACKNOWLEDGES THAT THE RISK OF LOSS IN FINANCING A TRANSACTION BY DEPOSIT OF COLLATERAL IS SIGNIFICANT. THE CLIENT IS AWARE THAT HE MAY SUSTAIN LOSSES IN EXCESS OF HIS CASH AND ANY OTHER ASSETS DEPOSITED AS COLLATERAL WITH SDIC SECURITIES HK.

8.2 THE CLIENT IS ALSO AWARE THAT MARKET CONDITIONS MAY MAKE IT IMPOSSIBLE TO EXECUTE CONTINGENT ORDERS SUCH AS "STOP-LOSS" OR "STOP-LIMIT" ORDERS. THE CLIENT 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 CLIENT'S COLLATERAL MAY BE LIQUIDATED WITHOUT HIS CONSENT.

8.3 THE CLIENT ACKNOWLEDGES THAT HE WILL REMAIN LIABLE FOR ANY RESULTING DEFICIT IN HIS ACCOUNT AND INTEREST CHARGED ON HIS ACCOUNT AND THAT PROVIDED THAT IT DOES NOT CONTRAVENE CLAUSE 4.3, THE CLIENT SHOULD CAREFULLY CONSIDERED WHETHER SUCH A FINANCING ARRANGEMENT IS SUITABLE IN LIGHT OF HIS OWN FINANCIAL POSITION AND INVESTMENT OBJECTIVES.

8.4 THE CLIENT ACKNOWLEDGES THAT THERE ARE RISKS FOR PROVIDING AN AUTHORITY TO LEND OR DEPOSIT CLIENTS'S SECURITIES WITH THIRD PARTIES AND THAT ANY DEFAULT BY SDIC SECURITIES HK COULD RESULT IN THE LOSS OF CLIENT'S SECURITIES.

(x) 涉及該項融資的任何文件的任何條款，或任何保證金、擔保或彌償（包括該抵押）的不合法性、無效、或未能執行或缺陷，或在任何該等文件或任何保證金或彌償（包括該抵押）之下的合約方所享有之權利，無論原因是基於越權、不符合有關人士的利益，或任何人未經妥善授權、未經妥善簽立或交付或因為任何其他緣故；

(xi) 任何根據涉及破產、無力還債或清盤的任何法律能夠避免的或受其影響的任何協議、保證金、擔保、彌償、付款、或其他交易；或任何客戶依賴任何該等協議、保證金、擔保、彌償、付款或其他交易所提供或作出的債務的免除、結算或清還，而任何該等債務免除、結算或清還將被視為受到相應的限制；或由國投證券或任何其他人士所作出或遺漏或忘記作出的事物或任何其他交易、事實、事宜或事物（如果不是因為本條款）可能在運作上損害或影響客戶在本附表條款之下的責任。

#### **8. 風險披露聲明**

8.1 客戶認知，藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶知悉，其所蒙受的虧蝕可能會超過其存放於國投證券作為抵押品的現金及任何其他資產。

8.2 客戶亦知悉，市場情況可能使備用指示，例如「止蝕」或「止蝕限價」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同意下被清算。

8.3 客戶認知，將要為其帳戶內出現的任何短欠數額及需繳付的利息負責。因此在不違反第 4.3 條的情況下，客戶應考慮本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合自己。

8.4 客戶認知以授權書方式將客戶的證券借出或存放於第三方存在一定風險，同時一旦國投證券的失責行為可能導致客戶損失其所屬的證券。

## Second Schedule Terms for Internet Trading

This Schedule is supplemented to the Agreement for Securities Trading Account (“Agreement”) entered into by SDIC SECURITIES HK and the Client to which this Schedule is annexed whereby SDIC SECURITIES HK agrees to provide the Client internet trading services which enable the Client to give instructions through internet and to obtain quotations and other information via computer or any other internet communications that can connect to a SDIC SECURITIES HK internet trading system (i-Trade Services). Where any conflict arises between the Agreement and the provisions of this Schedule, the provisions of the latter shall prevail.

The Client hereby agrees with the following terms and conditions in relation to the employment of i-Trade Services:

### 1. Interpretation

1.1 Terms defined in this Schedule have the same meanings as in the Agreement unless stated otherwise.

1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:

“**Identification**” means Client's identification and access codes, including Login ID (account number assigned by SDIC SECURITIES HK), password, personal identification number and other identification to gain access to the i-Trade Services;

“**Information**” means any transaction or market data, bid and ask quotations, news report, third party analysts' reports, research and other information relating to securities and the securities markets;

“**Password**” means the Client's password, used in conjunction with the Login ID, to gain access to the i-Trade Services.

1.3 References to “Instructions” in the Agreement are deemed to include i-Trade instructions given by means of the i-Trade Services.

1.4 “Notice or Communication” referred to in Clauses 6.0 of this Schedule may be sent solely by means of Internet Trading Services if the Client consents and such consent can be given initially as indicated in the Account Opening Information Form or subsequently by i-Trade Services. Notices and Communication delivered by i-Trade Services shall deem to have been duly delivered at the time of transmission.

### 2. Use of i-Trade Services

2.1 Client shall use the i-Trade Services only in accordance with this Schedule, the Agreement and the instructions procedures as set out in SDIC SECURITIES HK's Instruction Manual which is supplied to the Client from time to time;

2.2 Client confirms that only the Client shall be the only authorized user of the i-Trade Services with SDIC SECURITIES HK and will be required to use its identification to access the i-Trade Services;

2.3 Client will be given its Login ID and Password upon successful account opening with SDIC SECURITIES HK and that the i-Trade Services shall be activated accordingly. Prior to execution of any instructions, SDIC SECURITIES HK has the full right to request Client placing cash and/or securities deposit as will be informed by SDIC SECURITIES HK from time to time;

2.4 Client shall be responsible for the confidentiality and proper use at all time of its Login ID and Password. SDIC SECURITIES HK is authorized (but not obligated) in its absolute discretion to act on any instruction received in relation to the Account without any liability to verify the validity and/or authenticity of such instruction once the correct user identification of the Client has been inputted;

2.5 Client shall immediately inform SDIC SECURITIES HK if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;

2.6 SDIC SECURITIES HK has the right to suspend the i-Trade Services if an incorrect Login ID and Password are entered more than 4 occasions;

## 附表二 網上交易條款

本附表是補充國投證券與客戶簽訂的證券交易賬戶協議「協議」的附錄，籍此國投證券同意向客戶提供網絡交易服務，使客戶能夠透過電腦或其他網絡傳輸方式，連接進入國投證券的互聯網系統，發出電子指示以獲取報價及其他資訊。（「電子交易服務」）。如協議與本附表之條款有任何衝突，以後者之條款為準。

客戶現同意以下有關電子交易服務的條款及條件：

### 1. 釋義

1.1 本附表中的用語之含義與協議所界定者相同，另特別聲明者除外。

1.2 下列用語，除文意另有所指外，將作如下解釋：

“**用戶識別**”是指識別客戶身份的證明，包括登入編號（編號由國投證券配予），密碼、個人身份證明或其他證明，以助登入有關電子交易服務；

“**資訊**”是指任何交易或市場的資料、買入及賣出報價、新聞報導、第三者分析員報告、研究和其他有關股票及股票市場的資訊；

“**密碼**”是指客戶之密碼，配合登入編號，以登入電子服務。

1.3 協議中提及的「指示」將被視為包括通過電子服務發出的電子交易服務指示。

1.4 如客戶同意，分別在本附表第 6.0 條中提及的「通知及通訊」可以由電子服務發出，及此同意可在開戶資料表格中列明，或隨後透過電子交易服務表明。由電子交易服務發送的通知和通訊將被視為已經在傳送時妥善發出。

### 2. 電子交易服務的使用

2.1 客戶需按本附表、協議及國投證券不時提供之用戶指南所規定的各種指示和程序使用電子交易服務；

2.2 客戶確認只有客戶本人是使用國投證券電子交易服務的唯一授權用戶，及需以正確的身份登入電子交易服務；

2.3 客戶在與國投證券成功開戶後，國投證券將向客戶發出登入編號和密碼，而電子交易服務亦啟動。國投證券有權要求客戶按國投證券不時的通知，在客戶執行其任何指示前存入現金和/或證券。

2.4 客戶需對其登入編號和密碼的保密及使用承擔責任。當客戶帳戶的正確戶口代碼輸入後，國投證券獲授權（但無義務）按其酌情權依據已接收之有關客戶之指示而行事，而並無責任核實該指示之有效性及/或真確性。

2.5 如客戶發現登入編號或密碼有任何遺失、盜竊或未經授權使用，應立即通知國投證券。

2.6 如果錯誤的登入編號和密碼被輸入超過四次，國投證券有權暫停提供電子交易服務；

2.7 Client acknowledges that all information and data posted on the web-site of SDIC SECURITIES HK or otherwise make available on or through or i-Trade Services and/or SDIC SECURITIES HK's website are for reference only and shall not be in any circumstances be binding or intended for trading or any other purposes;

2.8 Client agrees to pay all subscription, service and user fees, if any, that SDIC SECURITIES HK charges for the i-Trade Services and authorizes SDIC SECURITIES HK to debit the Client's Account with the same;

2.9 Client agrees to provide SDIC SECURITIES HK with the Client's e-mail address, and promptly provide SDIC SECURITIES HK with any changes to the Client's e-mail address, and to accept communications from SDIC SECURITIES HK for i-Trade Services at the e-mail address the Client has specified;

2.10 Client shall be bound by any consent the Client gives through the i-Trade Services from SDIC SECURITIES HK in relation to providing any notices, statements, trade confirmations and other communications to the Client solely through i-Trade Services.

### **3 Instruction via i-Trade Services**

3.1 Upon giving instruction via the i-Trade Services, Client shall check via the i-Trade Services that its instruction has been correctly acknowledged by SDIC SECURITIES HK.

3.2 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the i-Trade Services and that an instruction may only be amended or cancelled if it has not been executed by SDIC SECURITIES HK. In such circumstances SDIC SECURITIES HK will use its best efforts to amend or cancel the instruction but, notwithstanding an acknowledgement by SDIC SECURITIES HK in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original instruction.

3.3 In the case the i-Trade Services is not available, the Client shall place its instructions in accordance with Clause 3 of the Agreement.

### **4 Intellectual Property Rights**

4.1 Client acknowledges that any information and data provided through the i-Trade Services relating to securities, financial products and securities and securities markets has been obtained from securities exchanges and markets and from other third party information or service providers appointed by SDIC SECURITIES HK from time to time and that such information and data are protected by copyright and other intellectual property laws, and are provided for Client's personal non-commercial use only, and Client shall not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of SDIC SECURITIES HK or such information / service providers.

4.2 All proprietary and copyright and other intellectual property rights in or subsisting in the i-Trade Services or SDIC SECURITIES HK's web-site are the exclusive property of SDIC SECURITIES HK or the relevant information provider and service providers. Client shall not temper with, modify, or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the i-Trade Services or any of the software comprised in it. The Client shall immediately notify SDIC SECURITIES HK when it becomes aware that any of such unauthorized use or access to the i-Trade Services by any other person.

4.3 Client agrees that SDIC SECURITIES HK shall be entitled to terminate this Agreement if at any time the Client breaches, or if SDIC SECURITIES HK at any time reasonably suspects that the Client has breached this warranty and undertaking.

### **5 Limitation of Liability and Indemnification**

5.1 SDIC SECURITIES HK, its Associates, correspondent agents and the information providers shall not be responsible for any losses, costs expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:

2.7 客戶認知所有登於國投證券網站，或以其他方式通過電子交易服務及/或國投證券網站提供的資訊及數據僅供參考之同，於任何情況下均無約束力，亦不擬用作交易或任何其他用途；

2.8 客戶同意支付因國投證券提供電交易服務而須收取的所有訂購費、服務費和用戶費(如有的話)，並授權國投證券可從客戶的帳戶中扣除該類費用；

2.9 客戶同意向國投證券提供其電子郵件地址，及立即通知國投證券其電子郵件地址的任何改動；並在客戶指定的電子郵件地址接受國投證券的電子交易服務通訊；

2.10 國投證券將透過電子交易服務向客戶提供任何通知、結單、交易確認及其他通訊，客戶同意被受約束。

### **3. 經電子交易服務發出指示**

3.1 客戶通過電子交易服務發出指示受，應通過電子交易服務核對所發出的指示是否已被國投證券正確地確認。

3.2 在不限制上述的概括性原則下，客戶確認並同意，一旦通過電子交易服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被國投證券執行時方有可能進行修改或取消。在這種情況下，國投證券將盡可能修改或取消指示，但儘管國投證券已確認有關修改或取消指示，也不能保證該修改或取消一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

3.3 如果電子交易服務未能使用，客戶將根據協議第 3 條規定發出指示。

### **4. 知識版權**

4.1 客戶認知，任何透過電子交易服務提供的任何有關證券及證券市場的資訊及數據，乃是國投證券從證券交易及市場及不時委聘的其他第三資訊或服務提供者所取得，而該等資訊及數據可能受版權法的保護，並只供客戶作非商業性的私人用途。未獲國投證券或該等資訊或服務提供者的准許前，客戶不得使用、再製造、再傳遞、發放、出售、分派、出版、轉播、散佈或作其他商業用途。

4.2 電子交易服務及國投證券網站的一切所有權及版權及其他知識產權，均為國投證券或有關資訊或服務提供者的獨家資產。客戶不得竄改、變改或以任何其他形式更改，或以未獲授權的任何形式取用或企圖取用電子交易服務或軟件程式的任何部份。客戶倘知悉其他人士對電子服務有任何該等未獲授權的使用或取用，須即時通知國投證券。

4.3 當國投證券發現客戶違反，或合理地懷疑客戶違反其對國投證券保證及承諾，客戶同意國投證券有權終止協議。

### **5. 責任和賠償的限制**

5.1 國投證券、其聯營公司、業務代理及資訊供應者對於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括(但不限於)：

- (i) delays, failure (mechanical failure, power failure), malfunction, breakdown or inaccuracies in transmission of communications to or from SDIC SECURITIES HK through telephone, i-Trade Services or other systems that are not under SDIC SECURITIES HK's control;
- (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by Information Providers;
- (iii) unauthorized access to communications systems, including unauthorized use of the Login ID, password and/or account numbers; and

(iv) any law, rules, regulations, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, or caused by severe weather conditions and acts of God.

5.2 Without prejudice to any other provisions hereof and unless due to the gross negligence or wilful default of SDIC SECURITIES HK, the Client shall fully indemnify and keep indemnified SDIC SECURITIES HK and its subsidiaries, associated company, affiliates, officers employees and agents against all liabilities claims demand losses damages costs, charges and expenses of any kind (including without limitation legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against SDIC SECURITIES HK in connection with the provision of the i-Trade Services and/or SDIC SECURITIES HK's website and/or access to the information or data thereon and/or the exercise or preservation of SDIC SECURITIES HK's power and rights SDIC SECURITIES HK may have.

5.3 SDIC SECURITIES HK does not in any way warrant that (i) any services provided in connection with or any of the Client's use of the i-Trade Services and/or SDIC SECURITIES HK's website will be free of errors, interception or interruption; (ii) the information data, or other materials provided, used or accessible in connection with the i-Trade Services and/or SDIC SECURITIES HK's website will be free of viruses, free of disruption.

5.4 The Client agrees to defend, indemnify and hold SDIC SECURITIES HK, its Associates, corresponding agents and the information providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from the Client's violation of the Agreement (including this Schedule), applicable laws and regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive despite the termination of the Agreement.

5.5 The Client accepts that while SDIC SECURITIES HK endeavours to ensure the accuracy and reliability of the Information provided, SDIC SECURITIES HK does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from and inaccuracies or omission.

## **6 Notices and Communications**

6.1 Client's instruction shall not be deemed executed unless so stated in SDIC SECURITIES HK's regular Statements of the Account and/or confirmation of execution given by SDIC SECURITIES HK online and/or other means of advice. The Client agrees and acknowledges that it is its sole responsibility to keep records of such statement, confirmation and/or advice given by SDIC SECURITIES HK and save for manifest error or unless proved to the contrary by the Client to SDIC SECURITIES HK's satisfaction, SDIC SECURITIES HK's record shall be deemed as conclusive and binding.

6.2 Without prejudice to any other terms in the Agreement or other terms applicable to the Account, Client agrees that the Client is under a duty to promptly check and verify the contents of each of SDIC SECURITIES HK's regular Statements of Account and/or confirmation of execution given by SDIC SECURITIES HK online and/or other means of advice, and report to SDIC SECURITIES HK any discrepancies if necessary as soon as possible. Such online advice and/or confirmation shall be deemed received by the Client after transmission by SDIC SECURITIES HK.

(i) 不在國投證券控制下，通過電話、電子交易服務或其他系統與國投證券進行通訊往來的延誤、故障(機械故障、電力故障)、失靈、或不準確；

(ii) 資訊供應者所提供的股市研究、分析、市場數據以及其他資訊的延誤、不準確、遺漏或缺乏；

(iii) 未經授權下進入通訊系統、包括未經授權下使用客戶的登入編號、密碼和/或帳戶號碼；

(iv) 任何法令、法例、規則、政府的限制、勞工糾紛或任何市場或交易所的正常交易被關閉或中斷，或惡劣的天氣情況及天災。

5.2 在不損害本附表之任何其他條文之原則下，除非由於國投證券之嚴重疏忽或故意失責所引致，客戶須承擔國投證券因提供客戶電子交易服務及/或國投證券網站及/或取用其中的資訊或數據，及/或行使或維持國投證券在協議內訂明之權力及權利而可能招致之一切法律責任、索償、要求、損失、損害賠償、訟費、任何種類可能由國投證券提供或針對國投證券之費用及開支(包括但不限於按全數彌償基準支付之法律費用)。

5.3 國投證券概不在任何方面保證(i)與客戶使用電子交易服務及/或國投證券網站有關而提供之任何服務不會出錯、被截取或中斷；或(ii)電子交易服務及/或國投證券網站所提供、使用或可取用之資訊、數據或其他材料不會有病毒、妨礙運作之設計。

5.4 客戶同意，如客戶違反了協議(包括本附表)、適用的證券法例或規例、或任何第三方的權利，(包括但不限於對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯)，而使國投證券、其聯營公司、業務代理及資訊供應者遭受任何或所有索償、損失、責任、開支和費用(包括但不限於律師費)，客戶將就此對其作出賠償，及保證國投證券、其聯營公司、業務代理及資訊供應者不會因此而招致任何損失。即使終止協議，客戶在此的責任將仍然有效。

5.5 客戶接受，儘管國投證券將儘力確保所提供的資訊的準確性和可靠性，國投證券並不能絕對保證這些資訊準確和可靠並不會對客戶遭受的任何損失或損害承擔責任(無論是在民事過失、合約或其他法律上)。

## **6. 通知及通訊**

6.1 除非國投證券定期發出之帳戶結單及/或國投證券於網上發出之執行確認書及/或以其他方式作出之通知明確訂明外，否則有關指示不得被視作已執行。客戶同意及承認，保持國投證券發出之該等結單、確認書及/或其他通知完全屬客戶責任，除非國投證券之記錄有明顯錯誤或除非客戶證明並得國投證券確認接受實情並非如此，否則國投證券之記錄須被視作最終定論及具約束力。

6.2 在不影響協議或任何適用於帳戶之其他條款之情況下，客戶同意，客戶有責任從速查對及核實國投證券發出之每份定期帳戶結單及/或以網絡方式或其他方式作出之通知之內容，及如有必要，須儘快向國投證券通知任何不符之處。該等網上通知及/或確認書經國投證券傳送後，即被視作已獲客戶收悉。

6.3 For the avoidance of doubt, Client agrees that it is Client's duty to notify SDIC SECURITIES HK immediately if the Client does not receive SDIC SECURITIES HK's regular statements of the Account or such on line confirmation and/or other means of advice given by SDIC SECURITIES HK in respect of any transactions within the time usually required for receipt of similar statements, confirmation and/or advice.

## 7. Joint and Several Liability

7.1 Where the Client is a body corporate, the Client and its authorized signatories who signed this Schedule on behalf of the Client agrees to assume all liabilities and obligations of the Client under the terms hereof on a joint and several basis and all transactions effected by SDIC SECURITIES HK pursuant to the terms hereof shall be binding on the Client and such authorized signatories in all aspects.

7.2 Where the Account is a joint account, all joint account holders agree to assume all liabilities and obligations of the Client under terms in this Schedule on a joint and several basis and all transactions effected by SDIC SECURITIES HK pursuant to the terms in this Schedule shall be binding on all joint account holders in all aspects.

7.3 Immediately upon request by SDIC SECURITIES HK, the Client shall inform SDIC SECURITIES HK, or other regulators as directed by SDIC SECURITIES HK, of the identity, address, occupation and contact details of the person for whom the transactions effected by the Client and of the person with the ultimate beneficial interest in the transaction. The Client shall also inform SDIC SECURITIES HK, or the regulators as directed by SDIC SECURITIES HK, of the identity, address, occupation and contact details of any third party who originated the transaction.

## 8. Termination of i-Trade Services

Notwithstanding any provision of the Terms, SDIC SECURITIES HK shall have the right exercisable at its discretion at any time to terminate, without liability to the Client, the access to the i-Trade Services or to any information or data from any information or service provider or any part of it, without notice and without limitation, for any reason whatsoever, including any unauthorized use of any of the service, information, data, or any user identification or account number.

## 9. Risk Disclosure Statement

The Client acknowledges that, apart from other relevant risks, there are additional risks applicable to internet trading including without limitation the following risks:

### 9.1 System failure

Client understands that transactions via i-Trade Services, will expose to risk associated with the i-Trade Services system including the failure of hardware and software, and the result of system failure may cause the transaction not being executed according to original instruction or the transaction not executed at all.

### 9.2 System delays

Client acknowledges and bears the risk that due to unpredictable traffic congestion and other reasons, i-Trade Services may not be reliable and transactions conducted via i-Trade Services may be subject to delays in transmission and receipt of your instructions or other information, delays in execution or execution of instruction at prices different from those prevailing at the time the instruction are given. SDIC SECURITIES HK shall not be responsible for any consequences of these delays, including without limitation delays in the transmission of instructions/orders to the place of execution or the transmission of reports of execution to the Client due to any failure of communication facilities, or any other delays beyond the reasonable control of SDIC SECURITIES HK.

### 9.3 Order routing and handling

Communications over the Internet may be subject to transmission blackout, interruption, interception, inappropriate or incorrect data transmission due to public nature of the Internet or other reasons that are beyond SDIC SECURITIES HK's control. Messages sent over the Internet cannot be guaranteed to be completely secure. The Client shall be aware of and bear the risk of any delay, loss, diversion, alteration, corruption or virus infection of any messages/instructions either sent to or received from SDIC SECURITIES HK's system. SDIC SECURITIES HK shall not be responsible for any losses or damages incurred or suffered as a result thereof.

6.3 為免生疑問，客戶同意，倘若客戶通常應收取類似結單、確認書及/或通知之時間內，仍未就任何交易收到國投證券之定期帳戶結單及/或網上確認書及/或其他形式之通知，則客戶有責任即時知會國投證券。

## 7. 共同及各別責任

7.1 倘客戶為法人團體，客戶及代表客戶之授權簽署人同意共同及各別地承擔客戶依據本附表需承擔之一切責任及義務，而國投證券根據附表而達成之所有交易，將於各方面對客戶及該授權簽署人均具約束力。

7.2 倘帳戶為聯名帳戶，所有聯名帳戶持有人同意共同及各別地承擔客戶依據本附表條款需承擔之一切責任及義務，而國投證券根據本附表而達成之所有交易，將於各方面對所有聯名帳戶持有人均具約束力。

7.3 在國投證券要求時，客戶需立即知會國投證券或國投證券指定的監管機構有關客戶所屬人士及該宗交易的最終受益人的身份、地址、職業及聯絡資料。客戶亦需知會國投證券或國投證券指定的監管機構有關經第三者交易的身份、地址、職業及聯絡資料。

## 8. 終止電子交易服務

不論此等條款之任何規定，在毋須任何通知、無任何規限及基於任何原因下，包括發生對任何服務、資訊、數據、或任何用戶識別或戶口號碼的任何未獲授權使用，國投證券有絕對酌情權於任何時間終止客戶取用電子交易服務或從任何資訊或服務提供者取用任何資訊或數據，而不須向客戶負任何責任。

## 9. 風險披露聲明

客戶認知，在其他相關風險以外網上交易還有額外的風險，其中包括但不限於：

### 9.1 系統失靈

客戶明白透過電子交易服務進行的買賣，便需承受該電子交易服務帶來的風險，包括有關系統硬體和軟件可能會失靈的風險，系統失靈可能引致買賣盤未能根據原來指示執行，甚或完全不獲執行。

### 9.2 系統延誤

客戶明白並接受，由於未可預計的交通擠塞和其他原因，電子交易服務可能並不可靠，及存在通過電子交易服務進行的交易在傳輸或接收指示或資訊過程中可能被耽誤、延遲執行指示或有關指示以有別於發出指示時市價執行。因此等網絡延誤包括但不限於通訊設施失效引起之傳送指示/執行下單或向客戶傳送報告之延誤，或其他不受國投證券控制因素引起之延誤，國投證券對以此等網絡延誤所引致之後果或失誤一概恕不負責。

### 9.3 交易指示及處理

藉互聯網進行通訊及資訊傳遞，有可能會因公共網絡有公共性或不受國投證券控制的其他因素而引致傳遞停頓、中斷、被截取、或資料傳遞失當或失準。藉互聯網傳遞之通訊及資訊應不能確保安全及不受干擾。客戶須了解並承擔經國投證券系統傳送或傳入國投證券系統之任何訊息/指示皆存在延誤、損失、失準、變動、受干擾或病毒入侵的風險。國投證券對以此等情況所引起之損失或損害一概恕不負責。

## Notice to Clients on the Personal Data (Privacy) Ordinance

From time to time, it is necessary for the Client to supply SDIC SECURITIES (Hong Kong) Limited (“SDIC SECURITIES HK”) with data in connection with the opening or continuation of accounts and the establishment or continuation of margin facilities or provision of other advisory or investment banking services. Failure to supply such data may result in SDIC SECURITIES HK being unable to open or continue accounts or establish or continue margin facilities or provide advisory or investment banking services. It is also the case that data are collected from the Client in the ordinary course of the continuation of the business relationship, for example, when Client deposits money, withdraws or deposits stocks.

The purposes for which data relating to a Client may be used are as follows:-

1. opening, operation of and transactions in the Client’s account(s);
2. the daily operation of the services and margin facilities provided to the Client;
3. conducting credit checks;
4. assisting other financial institutions to conduct credit checks;
5. ensuring ongoing credit worthiness of the Client;
6. designing financial services or related products for the Client’s use;
7. marketing financial services or related products;
8. determining the amount of indebtedness owed to or by the Client;
9. collection of amounts outstanding from the Client and those providing security for Client’s obligations;
10. meeting the requirements to make disclosure under the requirements of:
  - (i) any legal and/or regulatory requirements or court orders binding on SDIC SECURITIES HK (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information), and
  - (ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
11. purposes relating thereto.

Data held by SDIC SECURITIES HK relating to a Client will be kept confidential but SDIC SECURITIES HK may provide such information to:-

1. any agent, contractor or third party service provider who provides trade execution, payment or securities clearing, telecommunications, administrative, computer or other services to SDIC SECURITIES HK in connection with the operation of its business;
2. any other person under a duty of confidentiality to SDIC SECURITIES HK including a related company of SDIC SECURITIES HK which has undertaken to keep such information confidential;
3. any financial institution with which the Client has or proposes to have dealings;
4. any credit reference agency and in the event of Client’s default, any debt collection agency;
5. any actual or proposed assignee of SDIC SECURITIES HK or participant or sub-participant or transferee of SDIC SECURITIES HK’s rights in respect of the Client; or
6. any exchange, entity, agency, regulatory body or Government in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which SDIC SECURITIES HK is subject. In such cases, SDIC SECURITIES HK is usually under a duty of secrecy and will not be able to notify a Client or seek his consent in relation to such release of information.

Client may have the rights to :-

1. check whether SDIC SECURITIES HK holds data about him and the right of access to such data;
2. require SDIC SECURITIES HK to correct any data relating to him which is inaccurate; and
3. ascertain SDIC SECURITIES HK’s policies and practices in relation to data and to be informed of the kind of personal data held by SDIC SECURITIES HK. SDIC SECURITIES HK may charge a reasonable fee for processing such data access request.

The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:-

The Privacy Protection Officer  
SDIC Securities (Hong Kong) Limited.  
39/F., One Exchange Square, Central, Hong Kong  
Tel No: 852-2213-1000  
Fax No: 852-2213-1010

## 予客戶有關《個人資料(私隱)條例》的通知

客戶在申請開立帳戶、延續帳戶及建立或延續信貸便利或要求提供其他金融及投資服務時，須要不時向國投證券(香港)有限公司(“國投證券”)提供有關的個人資料。若客戶未能向國投證券提供有關資料，可能會導致無法開立或延續帳戶及建立或延續信貸便利或提供其他金融及投資服務。在客戶與國投證券的正常業務往來過程中國投證券亦會收集到客戶的資料，例如：一般當客戶提存款項及股票時。

有關的客戶資料可能會用於下列用途：

1. 客戶帳戶之開設、運作及交易；
2. 為客戶提供服務及信貸便利之日常運作；
3. 作信貸檢查；
4. 協助其他金融機構作信貸檢查；
5. 確保客戶的信用維持良好；
6. 為客戶設計金融服務或有關產品；
7. 宣傳金融服務或有關產品；
8. 確定國投證券對客戶或客戶對國投證券的債務；
9. 向客戶及為客戶提供擔保或抵押的人士追收欠款；
10. 根據國投證券須遵守的：

(i) 法例及監管條例要求作出披露（例如：包括稅務條例及其有關自動交換財務賬戶資料的條文），及

(ii) 不論於香港境內或境外，不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如：由稅務局作出或發出有關自動交換財務賬戶資料的任何指引或指導）；及

11. 與上述有關的用途。

國投證券會把客戶的資料保密，但國投證券可能會把有關資料提供給：

1. 任何代理、承包商，或提供交易執行、款項支付、證券交收、電訊、行政、電腦或其他和國投證券業務運作有關的第三者服務供應人；
2. 任何對國投證券有保密責任的人，包括對國投證券有保密資料承諾的關聯公司；
3. 任何一向或即將會與客戶有交易往來的金融機構；
4. 任何信貸資料服務機構及收取客戶欠帳的收數公司；
5. 國投證券的任何實在或建議受讓人或參與人或附屬參與人或國投證券對客戶的權利的授權人；或
6. 任何交易所、實體、監管機構或政府機構，以遵守有關的法庭指令、法例，或任何監管條例需求。通常在此情況下，國投證券會須要遵守保密責任而不能通知客戶或在徵求客戶的同意後才向上述人士披露有關資料。

客戶有權：

1. 審查國投證券是否持有客戶自身的資料及有權查閱有關的資料；
2. 要求國投證券改正有關客戶不準確的資料；
3. 查悉國投證券對於個人資料的政策與實務及查詢國投證券所持有的客戶個人資料的種類。國投證券有權就處理任何查閱資料的要求收取合理費用。

任何關於資料查閱或改正資料，或查詢關於資料政策及實務或資料種類的要求，應向下列人士提出：

私隱保護主任  
國投證券(香港)有限公司  
香港中環交易廣場第一座三十九樓  
電話：852-2213-1000  
傳真：852-2213-1010

## Notice to Client on the Personal Information Collection Statement in connection to the Hong Kong Investor Identification Regime and Over-the-counter Securities Transactions Reporting Regime

Unless otherwise defined, terms defined under the rules and requirements of Hong Kong Investor Identification Regime (“HKIDR”) and Over-the-counter Securities Transactions Reporting Regime (“OTCR”) by the Stock Exchange of Hong Kong (“SEHK”) and the SFC shall have the same meaning in this notice. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

### Client Identification Data (“CID”) means:

- Client’s full name on identity document (“ID”), ID’s issuing jurisdiction, ID type and ID number
- Waterfall for acceptability of identity document for the CID:
  - (1) an individual: HKID card -> national ID -> passport
  - (2) a corporate: LEI document -> certificate of incorporation -> business registration certificate -> other equivalent documents
  - (3) a trust: Waterfall of CID to follow (1) or (2) depending on the account holder’s nature. However in the case of a trust which is an investment fund, CID of the asset management company or the individual fund, as appropriate, which has opened a trading account with the relevant licensed or registered person should be obtained

Client acknowledges and agrees that SDIC SECURITIES HK may collect, store, process, use, disclose and transfer personal data relating to the Client (including CID and Broker-to-Client Assigned Number (“BCAN”)) as required for SDIC SECURITIES HK to provide services to the Client in relation to securities listed or traded on the SEHK and for complying with the rules and requirements of SEHK and the SFC in effect from time to time. Without limiting the foregoing, this includes:

1. disclosing and transferring the Client’s personal data (including CID and BCAN(s)) to SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
2. allowing SEHK to: (i) collect, store, process and use the Client’s personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
3. allowing the SFC to: (i) collect, store, process and use the Client’s personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.

By instructing SDIC SECURITIES HK in respect of any transaction, the Client acknowledges and agrees that SDIC SECURITIES HK may use the Client’s personal data (including CID and/or BCAN(s)) for the purposes of complying with the requirements of SFC or SEHK and its rules as in force from time to time. The Client also acknowledges that despite any subsequent purported withdrawal of consent by me/us, the Client’s personal data (including CID and/or BCAN(s)) may continue to be stored, used, disclosed, transferred and otherwise processed for the above purposes, whether before or after such purported withdrawal of consent.

### Consequences of failing to provide Personal Data or Consent

The Client acknowledges and agrees that failure to provide SDIC SECURITIES HK with the Client’s personal data or consent as described above may mean that SDIC SECURITIES HK will not, or no longer be able, as the case may be, carry out the Client’s trading instructions or provide the Client with securities related services (other than to sell, transfer out or withdraw the Client’s existing holdings of securities, if any).

## 予客戶有關香港投資者識別碼制度及場外證券交易匯報制度的客戶資料收集聲明的通知

除非另有界定，本通知所用詞彙與香港聯合交易所有限公司(「聯交所」)及證監會下有關香港投資者識別碼制度及場外證券交易匯報制度所規定的定義具有相同涵義。如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

### 客戶識別信息指：

- 客戶的身份證明文件上所示的全名，身份證明文件的簽發司法管轄區，身份證明文件類別及身份證明文件號碼
- 客戶識別信息中可接納的身份證明文件的優先排序：
  - (1) 個人客戶: 香港身份證 -> 國民身份證明文件 -> 護照
  - (2) 公司: 法律實體識別編碼 (LEI) 文件 -> 公司註冊證明書 -> 商業登記證 -> 其他同等文件
  - (3) 信託: 客戶識別信息的排序表遵循(1)或(2)，視乎賬戶持有人的性質而定。然而，若信託是一個投資基金，則應收集在相關持牌人或註冊人開立交易賬戶的資產管理公司或個別基金(視何者適用而定)的客戶識別信息。

客戶已閱讀及明白，國投證券為了向客戶提供與在聯交所上市或買賣的證券相關的服務，以及為了遵守不時生效的聯交所與證監會的規則和規定，國投證券可收集、儲存、處理、使用、披露及轉移與客戶有關的個人資料(包括客戶的客戶識別信息及券商客戶編碼)。在不限制以上的內容的前提下，當中包括：

1. 根據不時生效的聯交所及證監會規則和規定，向聯交所及/或證監會披露及轉移客戶的個人資料(包括客戶識別信息及券商客戶編碼)；
2. 允許聯交所：(i) 收集、儲存、處理及使用客戶的個人資料(包括客戶識別信息及券商客戶編碼)，以便監察和監管市場及執行《聯交所規則》；(ii) 向香港相關監管機構和執法機構(包括但不限於證監會)披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii) 為監察市場目的而使用有關資料進行分析；及
3. 允許證監會：(i) 收集、儲存、處理及使用客戶的個人資料(包括客戶識別信息及券商客戶編碼)，以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii) 根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。

通過就有關向國投證券發出的任何證券交易指示，客戶確認及同意國投證券可使用客戶的個人資料(包括客戶識別信息及/或券商客戶編碼)，以遵守證監會或聯交所不時生效的規則。客戶亦確認，即使客戶其後表示有意撤回同意，客戶的個人資料(包括客戶識別信息及/或券商客戶編碼)仍可能繼續被儲存、使用、披露、轉移及以其他方式處理以達到上述目的，不論是在表示有意撤回同意之前或之後亦然。

### 未能提供個人資料或同意的後果

客戶確認及同意未能如上所述向國投證券提供客戶的個人資料或同意，則國投證券可能不會或不能繼續(視情況而定)執行客戶的交易指示或向客戶提供證券相關服務，惟出售、轉出或提取客戶現有的證券持倉(如有)除外。