

## **Addendum to the Terms and Conditions for Securities Trading**

This addendum (“**Funds Addendum**”) supplements and amends the Terms and Conditions for Securities Trading (as amended, supplemented and novated from time to time) (together “**Terms and Conditions**”) and the Circular Relating to the Personal Data (Privacy) Ordinance of Hong Kong (“**PDPO Circular**”).

1. Terms defined in the Terms and Conditions have the same meaning in this Funds Addendum.
2. For the avoidance of doubt references in the Terms and Conditions to “securities” includes interests in unit trusts, mutual funds and other collective investment schemes howsoever constituted (“**Collective Investment Schemes**”).
3. References in the Terms and Conditions to “buy” or to “sell” also include, without limitation, to subscribe and redeem.
4. References in the Terms and Conditions to “dividends” shall include all distributions made with respect to any securities.
5. In relation to any investment in a Collective Investment Scheme, the Customer undertakes and agrees that:
  - (i) the Customer has received, read and understood copies of the offering documents, constitutive documents and other documents relating to the Collective Investment Scheme (“**Scheme Documents**”);
  - (ii) without limiting the generality of (i) above, the Customer has received, read and understood the risk disclosures contained in the Scheme Documents;
  - (iii) the Customer has had adequate opportunity to obtain independent financial, legal and other advice and has not relied on CSBHK or any of its affiliates (“**CSBHK Group**”) for such advice;
  - (iv) unless otherwise stated in the Scheme Documents, no member of the CSBHK Group has been involved in the preparation of any of the Scheme Documents. Accordingly, no member of the CSBHK Group gives any representation or warranty in respect of all or any of the contents of the Scheme Documents, and no member of the CSBHK Group shall be liable to the Customer with respect to any statements or omissions made with respect to the Scheme Documents (other than those actually made by a member of the CSBHK Group, if any);
  - (v) without prejudice to the obligations of the Customer under the Terms and Conditions, the Customer acknowledges that its investment in a Collective Investment Scheme is subject to the provisions of the relevant Scheme Documents;
  - (vi) he will not pass on the Scheme Documents, or any part thereof, to any person or communicate to any person of its subject matter, and will not do anything which might prejudice or have any adverse effect on the compliance by the relevant Collective Investment Scheme, or the Scheme Documents (or its

distribution), in each case, with all relevant laws and other requirements, or result in any legal or other requirement arising in respect of the Scheme Documents, or as a result of its distribution; and will be responsible for the security and safekeeping of the Scheme Documents, be responsible for the consequences of its misuse, whether such misuse results in the distribution of the Scheme Documents breaching applicable laws or regulations or otherwise.

6. In relation to any investment in a Collective Investment Scheme, the Customer understands and acknowledges that (i) CSBHK has no authority to accept applications for securities on behalf of any manager or any Collective Investment Scheme, and shall in no circumstances have any power to enter into any transaction on behalf of or in any other way to bind managers or any Collective Investment Scheme or to pledge the credit of the managers of Collective Investment Schemes, and (ii) the manager (on behalf of the trustee) of a Collective Investment Scheme may reject the Customer's application for securities in the relevant Collective Investment Schemes in its absolute discretion and without giving any reason therefor.
7. The Customer confirms that he is NOT a resident or citizen of, or located or domiciled in, or incorporated in any of the country or territory listed in the Scheme Documents which are not permitted by reason of residency/citizenship/location/domicile/incorporation or otherwise to invest in the relevant Collective Investment Scheme. The Customer undertakes to notify CSBHK immediately if it becomes a resident/citizen of, or located or otherwise domiciled in such countries or territories, in which circumstances the Customer understands and acknowledges that it may be obliged to redeem the units of the relevant Collective Investment Scheme.
8. CSBHK is authorized to receive from the Collective Investment Scheme and/or the manager or adviser of the Collective Investment Scheme (without limitation) subscription, redemption, switching fees for transactions entered into by the Customer, and may receive trail and other fees and incentives paid out of management fees or otherwise by the fund manager or adviser, and also other rebates and incentives in relation to Collective Investment Schemes. CSBHK may also be engaged by any Collective Investment Scheme to execute trades or provide other services for or on behalf of the Collective Investment Scheme or its manager and adviser.
9. The Terms and Conditions are amended by the addition of a new subclause 8.3A as follows:

*“8.3A CSBHK will not be liable for any failure, refusal or delay by the manager, administrator, custodian or other relevant party to execute any instruction to buy, sell or otherwise deal with securities of or relating to any Collective Investment Scheme or to remit distributions on such securities or the proceeds of sale of such securities.”*
10. Clause 9.4 of the Terms and Conditions is amended as follows:

*“CSBHK may convert into Hong Kong Dollars of amounts required from other currencies at the then prevailing spot rate of exchange quoted by CSBHK (as conclusively determined by CSBHK). All currency exchange risks in respect of any transactions, settlement, actions or steps taken by CSBHK under the Agreement will be borne by the Customer.”*

11. The Customer acknowledges that cancellation of any instructions with respect to any Collective Investment Scheme may not be permitted under the Scheme Documents and, even if permitted, is not within the control of CSBHK and, accordingly, CSBHK can give no assurance that any request to cancel an instruction will be effective.

## 證券買賣條款之附錄

本附錄（“**基金附錄**”）是對《證券買賣條款》（經不時修改、補充和更新）（合稱“**條款**”）和《有關香港個人資料（私隱）條例之通告》（“**私隱條例通告**”）之補充和修訂。

1. 本基金附錄中的辭彙具有條款所賦予之含義。
2. 為免疑義，條款中述及之“證券”包括在單位信託、互惠基金和以其他任何方式組成的集體投資計劃（“**集體投資計劃**”）中的權益。
3. 條款中述及之“買”和“賣”亦包括但不限於認購和贖回。
4. 條款中述及之“股息”應當包括就任何證券所進行的各項分配。
5. 就在集體投資計劃中的任何投資，客戶承諾並同意如下：
  - (i) 客戶已收悉、閱讀並理解和集體投資計劃相關之銷售文件、組成文件和其他文件（“**投資計劃文件**”）；
  - (ii) 在不影響上述（i）款之一般性的情況下，客戶已收悉、閱讀並理解投資計劃文件中所包括的風險披露；
  - (iii) 客戶已有足夠機會獲得財務、法律和其他方面的獨立意見，其並沒有依靠中信證券經紀香港或中信證券經紀香港的任何聯屬人（“**中信證券經紀香港集團**”）以獲得此等意見；
  - (iv) 除非在投資計劃文件中另有說明，中信證券經紀香港集團之任何成員均未參與任何投資計劃文件之準備。由此，中信證券經紀香港集團之任何成員對投資計劃文件的全部或任何內容不作任何陳述和保證，且中信證券經紀香港集團之任何成員對與投資計劃文件有關的任何敘述或遺漏（不包括由中信證券經紀香港集團成員作出的敘述和遺漏（如適用））不負有任何責任；
  - (v) 在不抵觸客戶在條款中所應承擔之義務的前提下，客戶明白其對集體投資計劃的投資受相關投資計劃文件之條款的約束；

- (vi) 客戶不會將投資計劃文件或其任何部分交予任何人士，亦不會就投資計劃文件的主題事項與任何人士交流。其不會從事任何對相關集體投資計劃或投資計劃文件（或其分發）的合法合規性可能有損害或不良影響的行為，或可能導致與投資計劃文件或其分發有關之法律義務或其他要求的行為。客戶對投資計劃文件的安全和保管負有責任，並對投資計劃文件濫用導致的任何後果承擔責任，且不論該等濫用是否引致投資計劃文件的分發違反相關法律或規定。
6. 關於對集體投資計劃的任何投資，客戶理解並明白：(i) 中信証券經紀香港無權代表任何經理或任何集體投資計劃接受任何證券申請，且在任何情況下均無權代表經理或集體投資計劃進行交易或以其他方式約束經理或集體投資計劃，或對集體投資計劃經理之信用力作出保證；且(ii) 集體投資計劃的經理（代表受託人）按其絕對酌情權可以拒絕客戶對相關集體投資計劃證券的申請，而無須給予任何理由。
7. 客戶確認，其不是投資計劃文件中所列示之任何國家或地區的居民或公民，亦不位於、居於或成立於該等國家或地區，而該等國家或地區因其居留/公民身份/位置/居所/成立地或其他原因屬於相關集體投資計劃所不允許投資之列。客戶承諾，如果其變為該等國家或地區的居民/公民，或變為位於，或以其他方式變為居於該等國家或地區，其將立即通知中信証券經紀香港，並且客戶理解並明白及應允，在該等情況下，其可能須贖回相關集體投資計劃中的投資單元。
8. 中信証券經紀香港有權就客戶參與之交易從集體投資計劃和/或集體投資計劃的經理或顧問處收取（不限於）認購、贖回和轉換基金的費用，並可能收取由基金經理或顧問從管理費或其他中支付的基金銷售佣金和其他費用及獎勵，以及同集體投資計劃相關的其他回扣和獎勵。中信証券經紀香港亦有可能應任何集體投資計劃的聘請，代表集體投資計劃或其經理和顧問進行交易或為之提供其他服務。
9. 條款新加入第 8.3 條 (A) 款，由此修訂為如下：
- “ 8.3A 如果經理、管理人、託管人或其他相關方未能、拒絕或延遲執行任何購買、出售或以其他方式處置集體投資計劃中或與之有關的證券的指示，或未能、拒絕或延遲執行匯出該等證券之分紅或匯出該等證券之出售收益的指示，則中信証券經紀香港對此均不負責。*

10. 條款的第 9.4 條修訂為 如下:

*“ 中信証券經紀香港可以將其他貨幣按照中信証券經紀香港所報的當時適用的市場即期匯率 ( 中信証券經紀香港對此有決定權 ) 兌換成所需數量之港幣。中信証券經紀香港根據協定而進行的任何交易、交收、行動或步驟所引致的所有外匯兌換風險將由客戶承擔。*

11. 客戶明白，任何對有關集體投資計劃指示的撤銷可能不獲投資計劃文件的許可，並且，即使在獲允許的情況下，該等撤銷亦不在中信証券經紀香港的控制範圍以內，因此，中信証券經紀香港無法保證此等撤銷指示之請求的有效性。