

# **中信証券經紀（香港）有限公司**

## **CITIC Securities Brokerage (HK) Limited**

Terms and Conditions for Securities Trading (Professional Investor - Institutional)

# TERMS AND CONDITIONS FOR SECURITIES TRADING

(PROFESSIONAL INVESTOR - INSTITUTIONAL)

## To : CITIC Securities Brokerage (HK) Limited

26th Floor, CITIC Tower  
1 Tim Mei Avenue  
Central  
Hong Kong

Licensed Corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) licensed to carry on Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities.

Participant of The Stock Exchange of Hong Kong Limited  
C. E. Number: AAE879

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

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

### 1. Definitions and Interpretation

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

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

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

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

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

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

"Client Money Rules" means the Securities and Futures (Client Money) Rules (Chapter 571H of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;

"Client Money Standing Authority" means the client money standing authority granted by the Customer to CSBHK in the terms set out in Clause 13 as amended or supplemented from time to time;

"CSI" means CITIC Securities International Company Limited;

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

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

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

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

"Electronic Instruction" has the meaning ascribed to it in Clause 15.2 hereunder; "Event of Default" has the meaning ascribed to it in Clause 16.2 hereunder; "Exchange" means The Stock Exchange of Hong Kong Limited;

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

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

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

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

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

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

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

"Monies" has the meaning ascribed to it in Clause 13.1 hereunder;

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

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

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

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

"Potential Event of Default" has the meaning given to it in Clause 14.1;

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

"Refund Payment" has the meaning ascribed to it in Clause 6.9 hereunder; "Relevant Persons" has the meaning ascribed to it in Clause 3.5 hereunder; "Repayment Date" has the meaning ascribed to it in Clause 6.10 hereunder; "Regulators" has the meaning ascribed to it in Clause 5.1 hereunder; "Schedule" has the meaning ascribed to it in Clause 14.1 hereunder;

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

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

"Services" shall have the meaning ascribed to it in Clause 15.1 hereunder;

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

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

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

"Short Selling Order":

(a) subject to paragraph (b), means an order to sell securities in respect of which the Customer has a presently exercisable and unconditional right to vest the securities in the purchaser of them by virtue of having:

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

"Supplier" has the meaning ascribed to it in Clause 15.2 hereunder;

"System" has the meaning ascribed to it in Clause 15.2 hereunder;

"Third-Party Supplied Part" has the meaning ascribed to it in Clause 15.2 hereunder;

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

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

1.3 Titles: The title or heading of any provision of the Terms and Conditions shall not affect the meaning of that or any other provision.

### 2. Securities Account

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

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

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

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

### 3. Instructions and Service

3.1 CSBHK is hereby authorized to buy and sell securities for the Customer's account and otherwise deal with securities, receivables or monies held in or for the Securities Account in accordance with and in reliance on the Instructions, but CSBHK shall be entitled at its sole and absolute discretion to refuse to accept any Instruction and shall not be obliged to give reasons for such refusal and shall not be liable to the Customer for any Loss arising out of or in connection with its not accepting or acting on any Instruction or omitting to notify the Customer of such refusal. Without prejudice to the generality of the foregoing, CSBHK may refuse to act if any Instructions are unclear or if CSBHK receives conflicting Instructions, or if CSBHK believes, in good faith, that Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of any law or regulation applicable to the Customer, the Authorised Person and/or CSBHK.

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

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

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

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

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

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

3.8 The Customer undertakes that he will not give any Instruction which involves the sale of securities which he does not own, unless the Customer proves to the satisfaction of CSBHK that such Instruction for sale is a Short Selling Order. The Customer further undertakes to inform CSBHK expressly that a sale is a short sale at the time of giving the Instructions to effect that sale, and to provide to CSBHK with documentary assurance that such order is covered within such time, in such form and with such information as CSBHK may require. The Customer further acknowledges that each market has its own regulatory requirements on short selling, and undertakes that the relevant requirements in each market will be complied with.

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

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

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

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

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

### 4. Conflict of Roles, Rebates and Soft Commission Arrangements

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

- 4.2 CSBHK may retain from brokers and other persons through whom the sale and purchase of securities for the Customer are carried out (1) any cash or money rebates arising out of such investments and (2) such goods and services and other soft dollar benefits which are of demonstrable benefit to the Customer. These services may include, for example, research and analysis of the relative merits of individual shares or markets or the use of data and quoting services and other information facilities.
- 4.3 In all cases where cash or money rebates or goods and services and other soft dollar benefits are retained by CSBHK or any of its connected persons, CSBHK, as the case may be, shall ensure that (1) transaction execution is consistent with best execution standards, (2) any brokerage borne by the Customer does not exceed customary full service brokerage rates for such transactions and (3) disclosure of the rebate and their approximate value is made to the Customer.
- 4.4 CSBHK may also provide a portfolio manager with goods, services, or cash rebates provided that it shall comply with the requirements on retention of rebates, soft dollars and connected transactions that may be prescribed by the SFC from time to time.
- 5. Customer Information**
- 5.1 CSBHK, its Affiliates and the Relevant Persons are authorised to conduct or cause to be conducted credit investigations or any checks and enquiries regarding the Customer and its clients (including but not limited to due diligence enquiries, legal and/or regulatory investigations and/or checks) and for this purpose to approach any relevant parties, including the Customer's bankers. Subject to Clause 20.6 of the Terms and Conditions and the Customer's rights under the PDPO, CSBHK and its Affiliates are authorised to disclose any information obtained to:
- any exchange, market, clearing house, listed corporation, government agency or regulatory authority including the Exchange and the SFC (collectively, the "Regulators" and each a "Regulator") in order to assist such Regulator with any investigation or enquiry which it is undertaking;
  - any of its branches or Affiliates and any of their officers or employees;
  - any professional advisors of CSBHK and its Affiliates; and
  - any third party service providers, broker, agent, custodian, clearing house, depository or similar body in connection with carrying out the Instructions or fulfilling CSBHK's obligations to the Customer under the Agreement.
- 5.2 In the Agreement,
- the expression "Ultimate Beneficiary", in relation to any transaction effected or to be effected by CSBHK for the Customer pursuant to the Agreement, means each and every person who
    - is the principal for whom the Customer is acting as agent in relation to such transaction or
    - stands to gain the commercial or economic benefit of such transaction and / or to bear its commercial or economic risk or
    - is ultimately responsible for originating the Instruction in relation to such transaction and
  - the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.
- 5.3 The Customer agrees that, where CSBHK or any of its Affiliates has received an enquiry from the Regulators, including in relation to a transaction, the following provisions shall apply:
- The Customer shall, immediately upon CSBHK's request, provide CSBHK, the relevant Affiliate(s) or the Regulators with the requested information, which might include the identity and contact details of the clients of the Customer for whose account the transaction was effected, Account Information, financial and any other information about the Customer or its clients (whether on a discretionary or non-discretionary basis) and of the Ultimate Beneficiary(ies) in the transaction, or if different from the Ultimate Beneficiary(ies) and of the party who originated the Instructions for the transaction;
  - Where the Customer is effecting the transaction for a collective investment scheme, discretionary account or discretionary trust, the Customer shall immediately upon CSBHK's request provide the identity and contact details of the collective investment scheme, discretionary account or discretionary trust, and those of the person(s) who instructed the Customer to effect the transaction on behalf of the collective investment scheme, discretionary account or discretionary trust;
  - Where the Customer is effecting the transaction for a collective investment scheme, discretionary account or discretionary trust, he shall as soon as practicable inform CSBHK when his discretion to invest on behalf of the scheme, account or trust has been overridden. He shall also immediately upon CSBHK's request provide the identity and contact details of the person(s) who has or have given the instruction in relation to the transaction or, as applicable, given any instructions resulting in such instruction being given;
  - If the Customer is aware that his client is acting as an intermediary for an underlying client(s), and it does not know the identity and contact details of the underlying client(s) for whom the transaction was effected, he confirms that:
    - he has arrangements in place with his client which entitles the Customer to obtain the information set out in Clauses 5.3(a), (b) and (c) from his client immediately upon request or procure that it be so obtained; and
    - he will, upon request from CSBHK in relation to a transaction, promptly request such information from his client on whose instructions the transaction was effected, and provide the information to the Regulators as soon as received from his client or procure that it be so provided; and
  - If the Customer is based in a jurisdiction with client secrecy laws, he consents to the disclosure of information in accordance with the above paragraphs. In circumstances where he acts for the account of clients and such secrecy laws prohibit disclosure, the Customer will procure the consent of the Ultimate Beneficiary(ies) of the transaction to the disclosure of any information in accordance with the above paragraphs. In addition, the Customer agrees to waive, as a client, the protections afforded by any applicable client secrecy laws, or as a counterparty or intermediary, he agrees to procure the written waiver of the relevant Ultimate Beneficiary(ies) to such protections.
- The Customer's obligations under these provisions shall survive notwithstanding completion of any transaction or termination of this Agreement.
- 5.4 Notwithstanding Clause 5.3, the Customer undertakes to supply to CSBHK or any of its Affiliates on demand at any time or times such identity information, Account Information, financial and any other information about the Customer or its clients (including, without limitation, the identities of the persons ultimately beneficially interested in the Securities Account and/or any trading contract executed on the Securities Account) as CSBHK may request. Each of the Customer and CSBHK undertakes to notify the other in the event of any material change to the information provided in or in connection with the Agreement.
- 6. Acquisition of Securities in Public Offer / Placing, New Listing and Others**
- 6.1 The Customer authorises CSBHK, upon the Customer's Instruction, to apply for the subscription or purchase of securities in a public offer in respect of a new listing and/or placing of securities of companies listed on the Exchange as his agent and for the benefit of the Customer or for the benefit of the Ultimate Beneficiary, whether singly or in conjunction with applications of other customers or Affiliates of CSBHK as a bulk application. The Customer acknowledges that CSBHK shall not be responsible for the accuracy or completeness of or any misstatement in any prospectus and other offering documents relating to a public offer and/or placing, copies of which are supplied by CSBHK to the Customer.
- 6.2 In making such Instruction to CSBHK to apply for the subscription or purchase of securities in a public offer in respect of new listing and/or placing of securities of companies listed on the Exchange, the Customer confirms and declares that:
- he has already read and understands the related prospectus, application forms and/or other relevant offering documents, and his application is subject to the terms and conditions of such prospectus, application forms and/or relevant offering documents (including the discretion of the relevant issuer to determine on the final pricing of the securities) or, in the absence of any written offering documents, he fully understands the terms and conditions of the relevant subscription/purchase;
  - he is eligible to subscribe for or purchase the securities and will comply with or has complied with all the terms and conditions as stated in such prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, will comply with or has complied with the terms and conditions of the relevant subscription/purchase;
  - CSBHK has the due authority to make such application on his behalf;
  - the application made by CSBHK on the Customer's behalf is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf (for the benefit of the Customer or for the benefit of the Ultimate Beneficiary) and the Customer authorises CSBHK to disclose and warrant to the Exchange of the same on any application form (or otherwise) or to any other person as appropriate; and
  - he makes all the representations, warranties and declarations required to be made by an applicant for securities in the related prospectus, application forms and/or other relevant offering documents or, in the absence of any written offering documents, he makes all the representations, warranties and declarations required to be made by an applicant in the terms and conditions of the relevant subscription/purchase.
- 6.3 The Customer acknowledges that the confirmations and declarations made under Clause 6.2 will be relied upon by the issuer or vendor of the relevant securities (or its agent) in deciding whether or not to make any allotment or allocation of securities in response to the application made by CSBHK as agent for the Customer.
- 6.4 The Customer agrees and acknowledges that the issuer or vendor of the relevant securities (and its agent) have the full discretion to reject or accept the application made by CSBHK on the Customer's behalf or to accept only part of the application. In case of rejection or partial acceptance of the Customer's application, no matter whether it is caused by reasons which are related to the Customer's application or not, neither CSBHK nor CSBHK's Affiliates nor the Relevant Persons shall, in the absence of gross negligence or wilful default, be liable to the Customer or any other persons as a result of such rejection or partial acceptance.
- 6.5 In case of a bulk application made by CSBHK on behalf of customers, the Customer agrees that if such bulk application is only accepted in part, CSBHK has the sole and full discretion to allocate the securities among its customers on the basis elected by CSBHK (at CSBHK's sole and absolute discretion).
- 6.6 The Customer further acknowledges that an application made by an unlisted company whose principal business is securities dealing, and in respect of which the Customer exercises statutory control, shall be deemed to be an application made for the benefit of the Customer.
- 6.7 Upon receipt of an oral or written offer ("Offer") of the Customer, CSBHK may in its sole and absolute discretion grant to the Customer a loan ("Loan") to be used exclusively to finance the subscription or purchase by the Customer of securities of a new listing for which listing is sought in a public offer and/or placing ("New Listing Securities") by issuing an acceptance notice ("Acceptance Notice") in writing to the Customer setting out the terms and other details of the Loan. The terms and conditions of this Clause are deemed to be incorporated by reference to the Offer in the Acceptance Notice. Once CSBHK has issued the Acceptance Notice, the Customer shall not revoke the Offer.
- 6.8 Payment for the New Listing Securities will be made in the name of CSBHK (or in its nominee's name) but for the Customer exclusive account and risk. The Customer acknowledges that its application for the subscription or purchase of New Listing Securities (made by CSBHK or CSBHK's nominee on the Customer's behalf) may not be accepted by the issuer or
- vendor of the relevant securities, but the Customer shall still be liable for the interest on the Loan.
- 6.9 Notwithstanding that the application is made by CSBHK on the Customer's behalf, the Customer shall have no right, title, interest or claim of whatever nature in or to any payment refunded ("Refund Payment") by the relevant issuer or vendor in respect of the application that has not been accepted to the extent that the Refund Payment does not exceed the Loan and any outstanding balance owed by the Customer.
- 6.10 Each Loan together with the accrued fees and interest thereon will be repayable (i) on demand, or (ii) the scheduled date on which the New Listing Securities are listed on the Exchange, whichever is the earlier, provided however that if any application for New Listing Securities is unsuccessful, or successful in part only, Refund Payment shall be applied immediately in repayment of the outstanding Loan and the fees and interest accrued thereon, whether before or after the repayment date ("Repayment Date") specified in the Acceptance Notice.
- 6.11 The Customer agrees that the receiving bankers, custodians or nominees may pay to CSBHK all Refund Payment in respect of the unsuccessful application immediately, and CSBHK is authorized to give instructions to such receiving bankers, custodians or nominees as it deems appropriate or take other appropriate actions to give effect to such payment.
- 6.12 The Customer hereby authorizes CSBHK to pledge or grant, at CSBHK's absolute discretion, security interests of whatever nature over the New Listing Securities (including all rights and interests derived therefrom) and all money in connection with the subscription of the New Listing Securities (including Refund Payment) in favour of any third party for credit facilities made to CSBHK to finance its funding of all or any part of the Loan.
- 6.13 The Customer shall execute and sign all transfers, power of attorney, proxies and other documents and do all acts and things which CSBHK may require for CSBHK and any relevant parties to obtain full benefits of the security interests mentioned in this Clause 6, including without limitation, to perfect CSBHK's title to the New Listing Securities or enable CSBHK to vest such New Listing Securities in the name of its nominee or any relevant third parties.
- 6.14 The Customer shall pay to CSBHK interest on the Loan at the rate of interest as specified in the Acceptance Notice and such interest shall accrue on a daily basis for the period from the date of drawdown of the Loan (as specified in the Acceptance Notice) to the date of final repayment of the Loan by the Customer as determined by CSBHK on a 365 day basis (or such other basis stated in the Acceptance Notice).
- 6.15 Without limiting the generality of Clause 10, if the Customer fails to repay the Loan on the Repayment Date, CSBHK shall have an absolute right to sell all or any part of the New Listing Securities in such manner and at such price(s) as CSBHK deems fit and appropriate without any notice to Customer and to apportion the proceeds thereof towards repayment of the outstanding Loan, the costs of such sale and any fees and interest accrued thereon. The Customer will have no right to claim against CSBHK in respect of any Loss arising out of any such sale.
- 6.16 The Customer agrees to fully indemnify and hold harmless each of CSBHK, its Affiliates and the Relevant Persons against all claims, actions, liabilities, proceedings against any of CSBHK, its Affiliates and the Relevant Persons and bear all Loss (including legal fees) which they may suffer in connection with the Loan. CSBHK, its Affiliates and the Relevant Persons shall in no event be liable for any Loss of the Customer or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of any firm or company through or with whom the application is effected.
- 7. Set-off**
- 7.1 Without prejudice to other authorities granted to CSBHK hereunder, the Customer authorises CSBHK or its Affiliates to (without responsibility for any loss) set off any amount receivable from the Customer against any amount payable to the Customer where such amounts arise from the purchase and sale of securities by CSBHK or its Affiliates for and on behalf of the Customer under the Agreement and to dispose of any securities held for the Customer in settlement of any liability owed by or on behalf of the Customer to CSBHK or its associated entities (as defined in the Securities and Futures Ordinance) or any other person.
- 8. Dealing Practices**
- 8.1 CSBHK may determine the priority in the execution of Instructions having due regard to market practice, applicable regulations and fairness to all customers.
- 8.2 CSBHK may, without prior notice to the Customer, combine for execution his Instructions with the instructions of other customers in accordance with Applicable Laws and Regulations. Where there are insufficient securities to satisfy instructions so combined, the transactions will be allocated between customers with due regard to market practice and fairness to customers provided that the instructions of the customers shall have priority over instructions of CSBHK for its own account.
- 8.3 CSBHK will not be liable for delays or failure in the transmission of Instructions due to breakdown or collapse of communication facilities or for any other delay or failure beyond the control of CSBHK.
- 8.4 By reason of physical restraints and rapid changes of securities prices, CSBHK may not always be able to execute Instructions in full or at the prices quoted at any specific time or "at best" or "at market" and the Customer agrees to be bound by such executions.
- 8.5 A request to cancel or amend an Instruction is only possible before it has been executed and is subject to acceptance (CSBHK shall not refuse to accept such a request unless on reasonable grounds) by CSBHK. In the case of full or partial execution of any Instruction before the request for cancellation has been accepted by CSBHK, the Customer agrees to accept full responsibility for the transactions. Instructions are, unless accepted by CSBHK for cancellation or amendment, good for the trading day on which it was accepted by CSBHK and shall lapse if not executed by the end of such trading day unless otherwise agreed to by CSBHK.
- 8.6 CSBHK will upon request provide the Customer with product specification and any prospectus or other offering documents in relation to any derivative products which the Customer instructs CSBHK to purchase or sell on the Customer's behalf pursuant to the terms of the Agreement.
- 8.7 CSBHK may tape record conversations with the Customer and Authorized Persons in order to permit CSBHK to verify information concerning Instructions or any other matters. The Customer hereby consents to the recording of such telephone conversations.
- 9. Settlement**
- 9.1 Where CSBHK has executed a purchase or sale transaction on behalf of the Customer, the Customer will by the due settlement date as required by CSBHK or the relevant exchange or clearing house make payment of cleared funds or delivery of securities in deliverable form to CSBHK. Should the Customer fail to do so by the due settlement date, CSBHK is hereby authorized, in its absolute discretion:
- in the case of a purchase transaction, to transfer or sell any securities in the Securities Account (including the purchased securities) to satisfy the obligations; or
  - in the case of a sale transaction, to borrow and/or purchase such sold securities as are necessary to satisfy the settlement obligations.
- 9.2 Notwithstanding Clause 9.1 above but without prejudice to Clause 3.1, CSBHK is entitled not to:
- execute any Instruction for purchase transaction unless the Customer has made available to CSBHK cleared funds of an amount which is, in the opinion of CSBHK, sufficient to cover the relevant purchase price together with the relevant stamp duties, commissions, exchange and other levies and any other charges and expenses liable to be incurred in connection with such purchase; and
  - execute any Instruction for sale transaction unless the Customer has deposited the relevant securities with CSBHK before giving the relevant Instruction.
- 9.3 The Customer will reimburse any premiums which CSBHK may be required to pay and for any Loss (including legal expenses on a full indemnity basis) in connection with any settlement failure of the Customer.
- 9.4 All currency exchange risks in respect of any transactions, settlement, actions or steps taken by CSBHK under the Agreement will be borne by the Customer.
- 9.5 The Customer hereby irrevocably authorises CSBHK's licensed representatives to execute or otherwise give effect to the Instruction for the settlement of the Securities Account or of a purchase or sale transaction executed on behalf of the Customer pursuant to the Agreement, including but not limited to, the deposit or transfer of amounts of the net proceeds to the Settlement Account or other bank account(s) designated by the Customer or personal collection and delivery of, at the Customer's risk, the cheque(s) for the net proceeds drawn in favour of the Customer to the address specified by the Customer.
- 10. Security and Money Transfer**
- 10.1 All securities which are now or shall at any time hereafter be held or carried by CSBHK or its nominees for or on the Customer's account (including the New Listing Securities duly allotted for or on the Customer's account) and all money and other property at any time held by CSBHK for safe-keeping on behalf of the Customer pursuant to this Agreement shall be charged to or held by CSBHK for the benefit of CSBHK as a first priority fixed continuing security for the payment and/or discharge to CSBHK of all and any of the Customer's liabilities to CSBHK under this Agreement and with respect to such security:
- such security shall attach to all dividends or interest paid or payable after the date hereof on such securities and all stocks, shares (and the dividends or interest thereon), rights, moneys or property accruing or offered at any time by way of redemption, bonus, preference, option or otherwise to or in respect of such securities;
  - upon default by the Customer in payment on demand or earlier when due of any of the Customer's indebtedness to CSBHK or any other default by the Customer under the Agreement, CSBHK shall have the right, acting in good faith and without notice to the Customer, to dispose or initiate a disposal by its associated entity of the whole or any part (selected by CSBHK) of the subject matter of such security as when and how and at such price and on such terms as CSBHK shall think fit, in each case without any liability on CSBHK to the Customer for any such action, except in the case of gross negligence or wilful default, and to apply the net proceeds of such sale or realization and any moneys for the time being in CSBHK's hands in or towards settlement of any liability owed by or on behalf of the Customer to CSBHK or its associated entity or any third party in such order as it may select;
  - without prejudice to the provisions of the foregoing sub-paragraph (b), if the Loan and fees and interest accrued thereon have not been fully settled when due, CSBHK may without notice to the Customer dispose or initiate a disposal by its associated entity of the whole or any part (at the selection of CSBHK) of the New Listing Securities duly allotted to the Customer (together with all rights, title and interest attached to such New Listing Securities) at such time or times and in such manner and for such reasonable consideration as CSBHK may think fit, in each case without any liability on CSBHK to the Customer for any such action (except in the case of gross negligence or wilful default), and to apply the proceeds of any such sale or realization in or towards the discharge of the Loan, and any fees and interest accrued thereon in such order as CSBHK may select; and
  - such security shall be a continuing security unaffected by any intermediate payment and shall be in addition to and shall not prejudice or be prejudiced by any lien, right of set-off or other security which CSBHK may hold at any time for the Customer's indebtedness to CSBHK or by any release, modification, abatement from enforcement or other dealing therewith or therefor.
- 10.2 To the extent permitted under Applicable Laws and Regulations and/or Market Requirements, the Customer irrevocably authorises CSBHK to do and execute all acts or things and documents necessary to transfer, complete and/or vest the title to any of the securities charged as aforesaid to CSBHK, CSBHK's nominee or in any purchaser or otherwise for the purpose of

- obtaining the full benefit of this security, and to perfect the security given hereunder.
- 10.3 CSBHK is hereby irrevocably authorised (without prejudice to the other authorities granted to CSBHK hereunder):
- to instruct any Affiliate and any bank, including, without limitation, China CITIC Bank International Limited, deposit-taking company or other person, firm or company with whom or which the Customer may at any time maintain an account (a "Deposit Holder") to transfer on the Customer's behalf any funds standing from time to time in any account maintained at any time by the Customer with any Affiliate or any Deposit Holder to any of the Customer's accounts with CSBHK and/or to any account maintained at any time by the Customer with any Affiliate, and / or
  - to transfer any funds standing from time to time in any account maintained by the Customer with CSBHK to any account maintained at any time by the Customer with any Affiliate, and/or
  - to give any Affiliate and any Deposit Holder notice of such authority, and/or
  - to provide to and request and receive from any Affiliate such information concerning the Customer and/or the Securities Account as CSBHK shall think fit.
- For the purpose of this Clause 10, the term "Affiliate" shall mean, in relation to a company, its subsidiaries, any holding companies of that company and any subsidiaries of such holding companies.
- 10.4 The authorities given under Clause 10.3 shall be for a period of not more than twelve months from the date of the Agreement and may be renewed by the Customer's written consent, or deemed to be renewed, at or before the end of (1) the calendar year in which the Agreement is entered into and (2) each subsequent calendar year for, in each instance, a further twelve months in accordance with applicable law and rules.
- 10.5 The Customer agrees not to, and not purport to, create or allow to subsist, a charge, pledge or other encumbrance over the Customer's account or securities held or carried by CSBHK for or on the Customer's account other than as created under the Agreement.
- 10.6 Any interest earned or received on any credit cash balance held by CSBHK on behalf of the Customer shall belong to CSBHK absolutely; however, CSBHK may at its full discretion pay part or all of such interest to the Customer.
- 11. Charges and Expenses**
- 11.1 CSBHK will charge the Customer fees and commissions calculated at such rate and on such basis as CSBHK may from time to time determine and notify to the Customer. The Customer shall be liable for payment upon demand of any debts whatsoever and howsoever arising in respect of the Securities Account including but not limited to commission, charges, fees, statutory fees, taxes, levies, delivery charges. CSBHK may withdraw cash from or liquidate securities in the Securities Account to discharge the amounts due.
- 11.2 All amounts due by the Customer to CSBHK will be charged with interest at such rate(s) to be notified by CSBHK from time to time. In the absence of such notification interest will be charged at an annual rate of 6% above of the higher of the annual prime lending rate on Hong Kong dollars quoted by (i) China CITIC Bank International Limited or (ii) The Hongkong and Shanghai Banking Corporation from time to time.
- 12. Indemnity**
- 12.1 The Customer agrees to fully indemnify and hold harmless each of CSBHK, its Affiliates, the Custodial Agents and the Relevant Persons in respect of any claims, actions, liabilities, proceedings against any of CSBHK, its Affiliates, the Relevant Persons or the Custodial Agents and bear all Loss (including legal fees) which they may suffer in connection with their carrying out of obligations or services, or exercise of rights, powers or discretion under or in connection with the Agreement, including any action taken by CSBHK or its Affiliates to protect or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by the Customer but other than due to fraud, wilful default or gross negligence on the part of CSBHK.
- 12.2 CSBHK, its Affiliates and the Relevant Persons shall in no event be liable for any Loss suffered or incurred by the Customer in connection with the Agreement or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of the Custodial Agent or any person, firm or company through or with whom transactions are effected for the Securities Account.
- 13. Client Money Standing Authority and Combination of Accounts**
- 13.1 The Client Money Standing Authority covers money held or received by CSBHK in Hong Kong (including any interest derived from the holding of the money which does not belong to CSBHK) in one or more segregated account(s) on the Customer's behalf ("Monies").
- 13.2 The Customer authorizes CSBHK, subject to Applicable Laws and Regulations and/or Market Requirements, to:
- combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by CSBHK or any of its Affiliates and CSBHK may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to CSBHK or any of its Affiliates, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and
  - transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with CSBHK or any of its Affiliates.
- 13.3 The Customer acknowledges and agrees that CSBHK may do any of the things mentioned in Clause 13.2 without giving the Customer prior notice.
- 13.4 The Client Money Standing Authority is given without prejudice to other authorities or rights which CSBHK or any of its Affiliates may have in relation to dealing in Monies in the segregated accounts.
- 13.5 The Client Money Standing Authority shall continue to be valid from the date of this Agreement, subject to the Customer's right of revocation as set out in Clause 13.6.
- 13.6 The Client Money Standing Authority may be revoked by the Customer serving a written notice to CSBHK at least fourteen (14) days prior to the actual date of revocation.
- 13.7 The Customer agrees that in addition to any general lien or similar right to which CSBHK may be entitled at law, contract or otherwise, CSBHK may, at any time and without prior notice, combine, consolidate, set off or transfer any securities or Monies standing to the credit of the Customer's account with CSBHK (or any Affiliates of CSBHK), and to set off or apply any obligation or liability of CSBHK (or any Affiliates of CSBHK) owed to the Customer, of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all the obligations or liabilities of the Customer to CSBHK (or any Affiliates of CSBHK) whether such obligations or liabilities be primary, collateral, several, joint or in other currencies, whether or not matured or contingent or not arising from the Agreement. CSBHK shall not be concerned whether or not such obligations or liabilities owed to the Affiliates of CSBHK exist, provided that demand has been made on CSBHK by such Affiliates. CSBHK (itself or through its Affiliates) may use any credit balance to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by CSBHK (or, as the case may be, its Affiliates) at the spot rate of exchange (as conclusively determined by CSBHK) prevailing in such foreign exchange market as CSBHK shall determine to be relevant on the date of such purchase. Insofar as any liabilities to CSBHK (or its Affiliates) are contingent or future, the liability of CSBHK (or its Affiliates) to the Customer to make payment of any sums standing to the credit of any such accounts after the application of set-off hereunder will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause 13, the term "Affiliate" shall mean, in relation to a company, its subsidiaries, any holding companies of that company and any subsidiaries of such holding companies.
- 14. Representations, Warranties and Undertakings**
- 14.1 The Customer hereby warrants and represents and undertakes to CSBHK or its Affiliates in the following terms:
- the Customer is entering into the Agreement with CSBHK as principal and is not trading on behalf of any other person (unless CSBHK is notified otherwise in writing) and will be responsible for settling all liabilities resulting from transactions effected pursuant to and in accordance with the Agreement and neither CSBHK nor its Affiliates has any responsibility towards any person or whose behalf the Customer may act in any circumstances (unless a separate customer relationship has been established between CSBHK and that person or unless otherwise agreed in writing with CSBHK);
  - the Customer has obtained and will maintain in full force and effect any necessary consents, licences and authorities and have taken all necessary action to enable him to lawfully to enter into and perform the obligations under the Agreement and each transaction and to grant the security interests and powers referred to in the Terms and Conditions;
  - the Customer will enter into securities transactions solely in reliance upon his own judgment and analysis, and not upon advice or recommendations by any director, employee or agent of CSBHK;
  - any information the Customer provides, including the Customer Information Statement, is true and complete at the date hereof and the Customer will notify CSBHK forthwith upon any material changes in the information provided in the Customer Information Statement or any other information relating to the Customer. Until the Customer gives such notification to CSBHK, CSBHK shall be entitled to rely on the information contained in the Customer Information Statement or otherwise. CSBHK is hereby authorized to conduct a credit enquiry or check on the Customer for the purpose of ascertaining the financial situation and investment objectives of the Customer as set out in the Customer Information Statement or otherwise;
  - the Agreement constitutes a valid contract creating legally binding obligations on the Customer in accordance with the Agreement's terms;
  - the Agreement and its performance and the obligations contained herein do not and will not:
    - contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which the Customer is subject or any provisions of the memorandum and articles of association or bye-laws of the Customer (if applicable); or
    - conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound;
  - the Customer, except as previously disclosed in writing to CSBHK, is not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any introducing broker, or an officer, partner, director or employee of any securities broker or licensed corporation;
  - the Customer is and will remain to be the beneficial owner of the securities in the Securities Account free from any lien, charge, equity or encumbrance (save as created by the Agreement) and will not charge, pledge or allow to subsist any charge or pledge over the securities or monies in the Securities Account (save as created by the Agreement) or grant or purport to grant an option over any securities or monies in the Securities Account without the prior written consent of CSBHK;
  - the Customer is the person ultimately responsible for originating the Instructions in relation to each transaction in the Securities Account and shall stand to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other persons or entity has been disclosed to CSBHK in the Customer Information Statement or other written notice to CSBHK);
- the Customer understands the nature and risks of the products in which he is trading and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in such products;
  - any information which the Customer provides or has provided to CSBHK and its Affiliates is accurate and not misleading in any material respect;
  - no Event of Default or any event which may become an Event of Default (a "Potential Event of Default") has occurred and/or is continuing with respect to the Customer; and
  - in respect of any Data which relates to an individual, the relevant individual has been fully notified as to the purposes for which his or her personal data may be used and the persons to whom his or her personal data may be provided to (including for direct marketing purposes), as set out in the schedule of the PDPO (the "Schedule") in accordance with the requirements of the PDPO, and the relevant individual has consented to his Data being used (including use and provision to third parties of such Data by CSBHK for direct marketing purposes) in accordance with the Schedule and such consent has been obtained in a manner which is sufficient to meet the requirements of the PDPO and to enable CSBHK and its Affiliates to lawfully use and transfer Data as set out in the Schedule.
- 14.2 The above representations, warranties and undertakings shall be deemed to be repeated immediately before each Instruction is given or executed.
- 15. Electronic Trading Services**
- 15.1 This Clause 15 shall apply where CSBHK provides the Customer with the services of the System (the "Services") to enable the Customer to electronically connect to the order management system operated by CSBHK for execution of Electronic Instructions. Upon use of the Services for the first time, the Customer shall be deemed to accept the terms and conditions set out herein.
- 15.2 In this Clause, the following words and expression shall have the following meanings:
- "Electronic Instruction" means, in relation to the provision and use of the Services and the System, an electronic communication which CSBHK believes in good faith to have been given by the Customer or any Authorized Person via the System;
- "Supplier" means the provider and/or operator of any part of the System;
- "System" means the electronic system (including, without limitation, the direct market access services) which is supported by computer-based component systems for the order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services provided by CSBHK and used by the Customer from time to time; and
- "Third-party Supplied Part" means any part of the System (including any associated software, hardware, facilities and services) which is not supplied by CSBHK or any Affiliate of CSBHK.
- 15.3 CSBHK makes no warranty, express or implied, concerning the Services and the System. The Customer acknowledges that the System has not been developed for the Customer's individual needs and has been selected and is used by the Customer on an "as is" basis at their own volition and risk and that CSBHK shall bear no responsibility whatsoever for any consequence arising from the Customer's choice or use of the System.
- 15.4 The Customer assumes full responsibility and risk of Loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) on or through the System.
- 15.5 Unless CSBHK and the Customer have agreed otherwise in writing, the Customer shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Customer in relation to the supply of any part of the System.
- 15.6 CSBHK shall have no responsibility to maintain the Services and information made through the System or to supply any corrections or updates in connection therewith. Availability of the Services and information are subject to change without notice.
- 15.7 The Customer is responsible for the accuracy and adequacy of all Electronic Instructions and information communicated via the System to CSBHK and for all use made of the System through the access provided to the Customer. CSBHK shall be entitled to rely and act on such Electronic Instructions (without conducting any due diligence as to the authenticity or authority of the Electronic Instructions) and information as being accurate, complete and duly authorized by and binding on the Customer. Any transaction executed by CSBHK in accordance with any such Electronic Instruction or information shall be binding on the Customer regardless of whether or not it has in fact been effected with the Customer's authority. Electronic Instructions may only be revoked or amended via the System or such other way(s) as agreed between CSBHK and the Customer from time to time. The Customer agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorized Persons who are duly authorized by the Customer to give such Electronic Instructions to CSBHK via the System. Without prejudice to the generality of Clause 15.3, CSBHK makes no warranty whatsoever to the Customer, express or implied, regarding the security of the Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Customer through the System.
- 15.8 CSBHK may accept the digital signature of the Customer supported by a digital certificate tendered to CSBHK issued by such certification authority as may be acceptable to CSBHK. CSBHK is entitled to treat such digital signature as the manual signature of the relevant person, and may presume the correctness of the information contained in a digital certificate tendered by or on behalf of the Customer if the relevant digital certificate was published in a repository.
- 15.9 Under no circumstances shall CSBHK be responsible for any Electronic Instructions for which it has not duly and properly received. Electronic Instructions will only be executed during normal trading hours of the relevant market or exchange.
- 15.10 The Customer agrees that the Authorized Person(s) shall be the only authorized user(s) of the System, and shall be solely and wholly responsible for the confidentiality, security and use of the Customer's digital certificate, or the password and/or log-in name issued to the Customer by CSBHK.
- 15.11 Unless otherwise agreed, CSBHK will not execute any Electronic Instructions of the Customer through the System until it is satisfied that the Customer has sufficient cleared funds or securities in the Securities Account to settle the related transactions as set out in Clause 9.
- 15.12 CSBHK shall not be deemed to have received and/or executed the Electronic Instructions given through the System unless and until the Customer is in receipt of an order acknowledgement confirming receipt and/or execution of the Electronic Instructions (subject to details set out in the confirmation and periodic statements, if any).
- 15.13 The Customer acknowledges and agrees that, as a condition of CSBHK's provision of the Services and the System, the Customer shall immediately notify CSBHK if:
- after giving an Electronic Instruction, the Customer has not received any order acknowledgement or the acknowledgement contains incorrect details; and
  - the Customer becomes aware of any unauthorised use of or disclosure of or access to the Customer's digital certificate, log-in name or password, or that any unauthorized transactions have been effected.
- 15.14 The Customer acknowledges that he has no proprietary interests in any of the market data, and the intellectual property rights subsist in the computer software comprised in the component parts of the System. The Customer also warrants that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way of any such component parts.
- 15.15 The Customer further acknowledges that CSBHK makes no representation and warranties on the timeliness, accuracy or completeness of market data or other information services, nor does CSBHK warrant the availability of the Services. The Customer agrees that CSBHK shall not be liable in any inaccuracy, error, or omission in the data and other information, or from any interruption or delay in the transmission, or suspension or breakdown of the System or the Services, or other Loss arising from or caused by forces beyond the control of CSBHK.
- 15.16 Subject as provided in this Clause 15, neither CSBHK nor any of its Affiliates nor the Relevant Persons shall be liable to the Customer (or to any third party) for any Loss suffered by the Customer (or any other third party) arising out of or in connection with CSBHK's provision of the Services or the System hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Electronic Instructions from the Customer.
- 15.17 In the event of any failure, interruption or delay in the performance of CSBHK's obligations hereunder as a result of any act, event or circumstance not within the control of CSBHK from time to time, including but not limited to:
- industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere;
  - service malfunctions, delay, suspension, interference, or operational difficulties encountered by third party service providers of electronic communications and telecommunication facilities wherever located;
  - breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment;
  - defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions;
  - suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and
  - orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion,
- then neither CSBHK nor any of its Affiliates nor any of the Relevant Persons shall be liable or have any responsibility of any kind for any Loss thereby suffered or incurred by the Customer (or any third party).
- 15.18 Neither CSBHK nor any Affiliate nor any of the Relevant Persons shall be liable to the Customer (or any third party) for any Loss arising directly or indirectly out of or in connection with:
- the Customer's choice and/or use (whether by Authorized Persons or otherwise) of the System or any part thereof for communication with CSBHK;
  - the Customer's inability to access to or use of the Services or System or any part thereof for any reason;
  - any failure by the System to transmit (or any delay in the transmission of) any Electronic Instruction (including acknowledgement of receipt of an Electronic Instruction, if any) or notification of execution or rejection of such Electronic Instruction; or
  - any errors or omissions in any Electronic Instruction from the Customer to CSBHK that arise due to any equipment or software error or malfunction in or affecting the System or constraints on the capacity of the System or any error by any Supplier of any part of the System or any operator of the System.
- 15.19 CSBHK makes no express or implied guarantee, warranty or representation of any kind whatsoever in relation to any Third-party Supplied Part, or to the Customer's choice or use of such Third-party Supplied Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplied Part for the Customer's use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplied Part, and none of CSBHK's representatives has authority to agree to the contrary. To the extent permitted by applicable laws, all representations and warranties, express or implied, statutory

- or otherwise, as to such matters are hereby expressly excluded.
- 15.20 CSBHK may, from time to time, impose such restrictions or limits on (where CSBHK is the Supplier) the Customer's use of the System or on (regardless of whether or not CSBHK is the Supplier) the type of Electronic Instructions or other communications which the Customer may transmit to CSBHK, and which CSBHK may accept, via the System, as CSBHK, in its sole discretion, determines.
- 15.21 Any record maintained by CSBHK relating to the Electronic Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of CSBHK.
- 16. Default**
- 16.1 Each one of the other terms and conditions herein or in any other agreement between the Customer and CSBHK, the Customer will pay all its indebtedness to CSBHK (whether actual or contingent, present or future) on demand or when due (whichever is earlier) and at the request of CSBHK will deposit such amounts in good funds, securities or otherwise and maintain such security with CSBHK as CSBHK deems satisfactory or which may be required by the rules of any exchange, market or authority of which CSBHK or its Affiliates is a member or to which CSBHK or its Affiliates may have any obligation. Each such security call shall be met immediately.
- 16.2 Without prejudice to the other terms of the Terms and Conditions, CSBHK or its Affiliates may in its absolute discretion exercise one or more of its rights under this Clause 16.2 if at any time one or more of the following events (each an "Event of Default") occurs:
- the Customer fails to make any payment when due or to make or take delivery of any property when due;
  - the Customer fails to perform or meet any of its obligations under the Agreement including but not limited to a failure to provide margin(s) or variation adjustment(s) when requested;
  - the commencement of any proceedings in relation to the bankruptcy or insolvency of the Customer or its affiliates or any legal process being levied or enforced against any of the assets and revenues of the Customer or its affiliates (including but not limited to being the subject of insolvency, bankruptcy, administration or similar proceedings, or a petition is presented for its winding up or liquidation);
  - the Customer becomes, or appears to be insolvent, is unable to pay his debts as they fall due or makes a general assignment, arrangement or composition with or for the benefit of creditors;
  - any attachment is levied against the Customer's Securities Account(s) with CSBHK
  - any representation, warranty or statement made by or deemed made or given by the Customer under the Terms and Conditions was incorrect or misleading in any material respect as at the time it was made or given or deemed made or given;
  - CSBHK or its Affiliates considers it necessary or desirable to prevent what it believes could be a breach of the Applicable Laws and Regulations and/or the Market Requirements or be an action contrary to good standards of market practice; or
  - CSBHK or its Affiliates considers it necessary or desirable for its own protection or an event occurs which CSBHK reasonably believes might have a material adverse effect on the Customer's ability to perform or comply with the Customer's obligations under the Agreement.
- (1) In the event of any Event of Default referred to above or (2) whenever and so often as CSBHK or its Affiliates deems it advisable for its protection, by reason of insufficiency of margin, security or otherwise or for compliance with any rules of any relevant exchange, clearing house or broker, (a) CSBHK or its Affiliates may decline to accept any further Instructions; and (b) CSBHK or its Affiliates may close out all or any Securities Account held on the Customer's behalf. Upon any Event of Default or any closure of the Securities Account or termination of CSBHK's relationship with the Customer, all amounts owing by the Customer to CSBHK or its Affiliates will (to the extent, if any, not already due and payable on demand) immediately become due and payable to CSBHK or its Affiliates on demand and CSBHK or its Affiliates is irrevocably authorised at its discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to the Customer, and on the stock exchanges or commodity exchanges where such business is usually transacted or by private sale, or purchase as the case may be, to buy in any or all securities of which the Customer's account is short and/or sell any or all securities which CSBHK is holding or carrying for or on the Customer's account and/or close out any open contract or position and/or cancel any outstanding orders, in each case without any liability on CSBHK's or its Affiliates' part to the Customer for any such action taken, except in the case of gross negligence or willful default. The net proceeds of any such sale, or the securities received on any such purchase, shall be applied in such order as CSBHK or its Affiliates may select against the Customer's indebtedness to CSBHK or its Affiliates, or to the Customer's short position with CSBHK or its Affiliates, without prejudice to the Customer's liability for any deficiency. Without prejudice and in addition to any general lien, right of setoff or similar right to which CSBHK or its Affiliates may be entitled by law or otherwise under the Terms and Conditions, at any time following an Event of Default or whilst a Potential Event of Default has occurred and is continuing, the Customer expressly grants to CSBHK or its Affiliates: (a) a general lien over all or any part of its interest in any funds (including without limitation, for the avoidance of doubt, any deposit or margin payment), securities, commodities or other properties held by CSBHK or its Affiliates for any purpose or carried by CSBHK or its Affiliates in any account for the Customer (either individually or jointly with others) or which may be in CSBHK's or its Affiliates' possession.
- 16.3 After CSBHK or its Affiliates has taken any action referred to in Clause 16.2, CSBHK will give notice to the Customer as soon as practicable.
- 16.4 CSBHK or its Affiliates may place the proceeds of sale or realisation of any securities pursuant to the Agreement to the credit of a suspense account with a view to preserve CSBHK's or its Affiliates' rights to prove for the whole of CSBHK's or its Affiliates' claim against the Customer in the event of any proceedings in or analogous to bankruptcy, liquidation, winding up, composition or arrangement.
- 17. Investment Information**
- 17.1 The Customer fully understands that any transaction effected by the Customer shall be made solely upon exercise of his own judgment and at his own discretion notwithstanding any information, suggestion or documents CSBHK may have provided to the Customer.
- 17.2 The Customer agrees that CSBHK will not be liable for any inaccuracy or incompleteness of any information provided by CSBHK or the performance or outcome of any transactions effected by the Customer after receipt of such information.
- 18. Termination**
- 18.1 The Agreement may be terminated by either party by giving not less than two business days' (other than a Saturday, Sunday or a day which is a public holiday in Hong Kong) prior written notice to the other party. Notwithstanding the aforesaid, CSBHK may terminate the Agreement immediately upon the happening of any of the Event of Default or events referred to in Clause 16.2. Termination of the Agreement shall not affect any Instruction executed by CSBHK or its Affiliates or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination. In particular, any warranties, representations, undertakings and indemnities given by the Customer shall survive such termination.
- 18.2 Upon termination of the Agreement, the Customer shall immediately repay to CSBHK or its Affiliates any amounts due or owing to it.
- 19. Notice**
- 19.1 Any notice or other communication to be given or made pursuant to the Agreement by CSBHK to the Customer may be made by personal delivery, prepaid post (airmail if overseas), electronic means or facsimile and shall be deemed to have been duly served:
- if delivered personally or by electronic means, at the time of delivery;
  - if sent by prepaid post, 48 hours or (if by airmail) 96 hours after posting; and
  - if sent by facsimile, at the time of issuing of a transaction report indicating that the fax was sent in its entirety.
- Any such notice or communication shall be sent to the Customer at the address, facsimile number or e-mail address set out in the Customer Information Statement or such other address, facsimile number, e-mail address or through other means as CSBHK may agree from time to time upon receiving the Customer's notification for the purpose of this clause.
- 19.2 Any notice or communication made or given by the Customer will be sent at his own risk and will be effective only upon actual receipt by CSBHK.
- 19.3 Where the Customer has agreed that CSBHK may send any notice, contract notes, confirmations, periodic statements and communication (if any) to the Customer in electronic form ("Electronic Communication"), and the Customer agrees to accept and bear all the risks associated with the sending and receiving of the Electronic Communication, including but not limited to the risks as follows:
- communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media is, inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;
  - communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media may not be executed or may be delayed; and
  - communication and sending and receiving of personal data through the internet or other electronic media may be accessed by unauthorized third parties,
- and the Customer acknowledges and agrees that none of CSBHK or its Affiliates or the Relevant Persons assumes any liability or responsibility to the Customer or to any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against CSBHK and the Relevant Persons in connection therewith.
- 19.4 If the Customer has applied for the Hold-Mail Service of CSBHK, the Customer authorizes and agrees CSBHK and its designated person to receive and hold on behalf of the Customer all notices, communications, confirmations and statements to be sent to the Customer hereunder until they are collected by the Customer or the authorized representative of the Customer. Any notices, communications, confirmations and statements which are not collected by the Customer or his authorized representative may be disposed of by CSBHK and its designated person as it deems fit. The Customer accepts all consequences of and risks associated with the Hold Mail Service, including, without limitation, risks of delay, error, fraud or forgery. The Customer hereby agrees to fully indemnify CSBHK and its designated person against all Loss in connection with or arising out of the same.
- 20. General Provisions**
- 20.1 Time shall in every respect be of the essence under the Agreement.
- 20.2 No provision of the Agreement shall operate to remove, exclude or restrict any rights and obligations of the Customer or CSBHK under the laws or regulations of Hong Kong except to the extent permitted thereunder.
- 20.3 If any one or more of the provisions contained in the Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 20.4 (a) The Agreement shall benefit and be binding on CSBHK and the Customer, their respective successors and subject to this Clause 20.4, any permitted assignee or transferee of some or all of CSBHK's rights or obligations under the Agreement.
- (b) The Customer may not assign or transfer all or any of his rights or obligations under the Agreement.
- (c) CSBHK may assign or transfer all or part of its rights, benefits and obligations under the Agreement and disclose to a potential assignee or transferee or any other person proposing to enter into contractual arrangements with CSBHK in relation to the Agreement such information as CSBHK may think fit for the purposes of such contractual arrangements.
- 20.5 Failure or delay in exercising any rights, power or privilege by CSBHK in respect of the Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude CSBHK from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.
- 20.6 The Customer agrees that the data requested by CSBHK in the Customer Information Statement or otherwise from time to time is necessary for CSBHK to provide the services in connection herewith. If the Customer fails to provide the same to CSBHK, CSBHK may not be able to provide or continue to provide such services to the Customer. The Customer may always contact the head of brokerage operations of CSBHK to gain access to and request correction or amendment to such data. Such data together with any other data of the Customer obtained by CSBHK from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the Circular relating to the PDPO issued by CSBHK as amended or supplemented from time to time. Without prejudice to the foregoing, CSBHK may, if requested by the Exchange, the SFC or any Regulators, provide to the Exchange or the SFC details of the Securities Account in order to assist the Exchange or the SFC with any investigation or enquiry it is undertaking.
- 20.7 The Customer acknowledges and agrees that CSBHK may appoint any person as its agent ("debt collection agent") to collect any amount due by the Customer to CSBHK under the Agreement and the Customer shall be responsible for all costs and expenses which may be incurred by CSBHK for that purpose on each occasion. Further, CSBHK shall have, and the Customer admits and agrees that CSBHK does have, the right to disclose to debt collection agency any of the Customer's personal data for that purpose on any occasion.
- 20.8 Either party will notify the other in the event of any material change to the information in the Agreement (including, for the avoidance of doubt, the Customer Information Statement).
- 20.9 Neither CSBHK nor its Affiliates nor the Relevant Persons shall be liable for any delay or failure to perform obligations and any Loss resulting therefrom so long as they have acted in good faith. Moreover, CSBHK, its Affiliates and the Relevant Persons shall not be held responsible for any Loss or any consequences resulting whether directly or indirectly from any events not within their control including, without limitation, government restrictions, imposition of emergency procedures, exchange ruling, third party's conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, natural disasters, or any other circumstances beyond CSBHK's control whatsoever.
- 20.10 All sums to be payable by the Customer hereunder shall be paid on the relevant due dates or on demand by CSBHK in immediately available and freely transferable funds in the relevant currency on the relevant due dates for payment. All such payments shall be made in full without set off or counter claim and free and clear of and without any deductions or withholdings for or on account of any present or future taxes, imposts, duties or other withholdings or deductions of any nature whatsoever. If any payment to be made to CSBHK is subject to any deduction, tax or other withholdings (other than tax on CSBHK's income), then the Customer will forthwith pay to CSBHK such additional amount(s) as may be necessary to ensure that CSBHK's receipt is equivalent to the amount which CSBHK would otherwise have received had there been no such deduction, tax or withholding.
- 20.11 The Customer hereby confirms that he has received and read the English/Chinese version of the Agreement and that the Customer understands and accepts the terms of the Agreement. In the event of discrepancy between the Chinese version and the English version, the English version shall prevail.
- 20.12 The Terms and Conditions revoke and supersede all previous mandates and agreements. Subject to contrary arrangements in writing between the Customer and CSBHK, any account subsequently opened will be operated on the Terms and Conditions.
- 20.13 No provision of the Terms and Conditions is enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) by a person who is not a party to the Terms and Conditions, other than by the Affiliates of CSBHK and their Relevant Persons. Any rights conferred on third parties by the Terms and Conditions exclude the right to assign, and their consent is not required to rescind or vary the Terms and Conditions.
- 21. Amendment**
- 21.1 CSBHK is entitled to amend, add to or delete any of the Terms and Conditions, addendum, statements, confirmations, contract notes, term sheets, fee schedules, subscription documents or any other parts of the Agreement at any time. CSBHK may use any reasonable mode of communication to notify the Customer of such amendments, which will include but is not limited to, posting a notice of such amendments on its website or sending a written notice of the revised Agreement (or any relevant part thereof) to the Customer by any means as CSBHK in its absolute discretion considers appropriate. The Customer may at any time review the most current version of the Agreement online by visiting the CSBHK's website. A Customer who continues to maintain his/her Account(s) or to use any services offered by CSBHK shall be deemed to have accepted the revised Agreement and to be bound by it.
- 22. Governing Law and Applicable Regulations**
- 22.1 The Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.
- 22.2 The Customer hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong in the event of any dispute arising out of the Agreement. Such submission shall not prejudice CSBHK's right to commence action against the Customer in any other court of competent jurisdiction.
- 22.3 If the Customer is a company incorporated outside Hong Kong, the Customer hereby appoints the process agent as set out in the Customer Information Statement or such other process agent appointed thereafter by the Customer to be its process agent to receive all notices and communications relating to any legal proceedings involving the Customer and the Customer agrees that any service of the legal process on such process agent shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts. Without prejudice to the validity of the appointment of the process agent pursuant to the foregoing sentence or the validity of the service of legal process on such process agent, to the extent that the Customer has provided to CSBHK an address in Hong Kong in the Customer Information Statement or pursuant to Clause 19.1 hereunder (the "Hong Kong Address"), the Customer agrees that service by way of post or deliver to such Hong Kong Address shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts.
- 22.4 The Customer, CSBHK and all transactions with respect to securities made for or on the Customer's behalf shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies and other levies, customs and usages (including, without limitation, with respect to trading and settlement) prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, the Exchange, the Hong Kong Securities Clearing Company Limited and the SEHK Options Clearing House Limited) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable as amended from time to time. CSBHK is authorised to collect any such transaction or other levies in accordance with the rules prescribed by the relevant exchange, market or clearing house. The Customer shall be bound by all CSBHK's rules and regulations applicable from time to time to the Securities Account or the Customer's securities trading or the financing of such trading. CSBHK or any Affiliate may be the counterparty to any transaction effected by CSBHK on the Customer's behalf.
- 23. Arbitration**
- 23.1 At the sole option of CSBHK and at its absolute discretion, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Clause. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of the Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

# **中信証券經紀（香港）有限公司**

## **CITIC Securities Brokerage (HK) Limited**

證券買賣條款（專業投資者—機構）



# 證券買賣條款

(專業投資者—機構)

## 致：中信証券經紀(香港)有限公司

香港中環添美道1號  
中信大廈26樓

證券及期貨條例(香港法例第571章)之持牌法團,獲准許進行第1類(證券交易)及第4類(就證券提供意見)受規管活動。

香港聯合交易所有限公司參與者 中央編號:AAE879

吾等(簡稱「客戶」)特此同意下列條款將適用於中信証券經紀(香港)有限公司(簡稱「**中信証券經紀香港**」)或「本公司」按其絕對酌情權不時向客戶提供的所有證券交易服務及相關服務。

本不時修訂及/或補充之條款及條件(以及任何附件)及由客戶或其代表填寫的《客戶資料表格》以及就有關交易發出的任何確認書,成交單據,條款書及認購文件(或類似性質的文件)(合稱「**協議**」)構成具法律約束力的合同,並在客戶給予指示時或通過向本行作出買賣指令後生效。中信証券經紀香港可不時按其絕對酌情決定全部或部分修改本條款及條件。更新版本可見於中信証券經紀香港的網頁 [www.citics.com.hk](http://www.citics.com.hk)。

### 1. 定義及釋義

1.1 在此等條款中,除文義另有所指外,下列詞語及詞句應具下列含意:

- 「**接納通知**」具有本條款及條件第6.7條給予的涵義;
- 「**帳戶資料**」指關於證券戶口的任何資料,包括但不限於帳戶號碼、帳戶結餘或價值、帳戶的總收入和收支;
- 「**聯屬人**」就任何特定一方而言,指任何實體而在任何時間,此實體直接或間接控制該特定一方,受該特定一方控制或與它共同受到控制或該等實體的董事、高級職員或僱員;
- 「**適用法律法規**」指(i)任何適用的本地或外地法律、法規、法例、付款要求、指示、指引、規則、實務守則,不論是否與兩個或以上司法管轄區的政府或監管機關之間訂立的政府與政府間的協議有關;及(ii)中信証券經紀香港(或任何其他中信証券國際集團公司,視情況而定)與任何司法管轄區的任何政府或稅務機關之間的協議;包括但不限於 FATCA 及任何中信証券集團公司訂立的任何協議和按照 FATCA 而簽訂的任何適用的政府與政府之間的協議;
- 「**被授權人**」指已經被客戶指定或按有關公司或其他程序由客戶正式授權(有關文件須呈交中信証券經紀香港並須獲得其接納以茲證明)通知其執行與本協議有關事宜之個人(多位或一位)。在中信証券經紀香港未收到客戶合適的書面通知撤銷該項授權前,該等人士應為有效之被授權人。
- 「**被授權人**」亦指多位被授權人中的任何一位;
- 「**客戶款項規則**」指證券及期貨條例 149 條下訂立之證券及期貨(客戶款項)規則(香港法例第571章);
- 「**客戶款項常設授權**」指客戶賦予中信証券經紀香港之客戶款項常設授權。該客戶款項常設授權根據第13條的條款訂立,並經不時修訂或補充;
- 「**中信証券國際**」指中信証券國際有限公司;
- 「**各中信証券國際集團公司**」指中信証券經紀香港/中信証券期貨香港在 FATCA 下的任何聯屬實體,而「**中信証券國際集團公司**」則指他們任何之一;
- 「**保管代理人**」指中信証券經紀香港在香港或海外地區所僱用的其認為適當之代理人、聯屬人、分保人、代名人。此等人士代中信証券經紀香港持有證券或其他資產、收取或支付、交付或交換各類證券及其他資產或代中信証券經紀香港履行其作為協議項下所訂定之保管人責任。為免生疑問,該等保管代理人亦應包括任何結算系統;
- 「**客戶資料表格**」指中信証券經紀香港所需客戶資料的並由中信証券經紀香港指定格式的客戶資料表格;
- 「**資料**」指後附關於私隱條例的通函內定義的個人資料或資信;
- 「**電子指示**」具有本條款及條件第15.2條給予的涵義;
- 「**違約事項**」具有本條款及條件第16.2條給予的涵義;
- 「**交易所**」指香港聯合交易所有限公司;
- 「**交易所**」指美國的《1986年國內稅收法》(不時修訂)第1471至1474條以及任何聯屬、類似或相似的條例、條約、政府與政府間的協議、法規、指示或不論香港以內或以外的任何管轄區的任何機關的其他官方指引;
- 「**香港**」指中華人民共和國香港特別行政區;
- 「**身份資料**」具有本條款及條件第5.2條給予的涵義;
- 「**指示**」指中信証券經紀香港真誠地相信是由客戶或被授權人發出的書面、口頭或電子通訊,並為免存疑,應包括電子指示;
- 「**貸款**」具有本條款及條件第6.7條給予的涵義;
- 「**損失**」指任何損失、損害賠償、訴訟、申索、索賠、行政、責任、訟費、罰則、罰款、罰項、費用及支出等等,包括但不限於任何直接或間接、特別或行動的損失(不論有關合約方是否知悉發生該等損失的可能性或對其有合理預測)、任何盈利損失、收入損失、商譽或聲譽的損害、損失合約或生意機會、損失款項用途、無法收回款項、錯誤繳付款項、利息及任何其他對第三方任何性質的責任;
- 「**市場要求**」指所有憲法、法律、規則、法規、附例、慣例做法、裁定、解釋、標準、規定條款、相關市場、政府或監管機關、交易所和結算所的任何徵費和行政要求。「**人士**」指個人、法團、公司、合夥業務、合資企業、信託、產業、有限責任公司、非法團組織或其他實體;
- 「**客戶款項**」具有本條款及條件第13.1條給予的涵義;
- 「**新上市證券**」具有本條款及條件第6.7條給予的涵義;
- 「**要約**」具有本條款及條件第6.7條給予的涵義;
- 「**私隱條例**」指香港法例第486章《個人資料(私隱)條例》;
- 「**人士**」指個人、法團、公司、合夥業務、合資企業、信託、產業、有限責任公司、非法團組織或其他實體;
- 「**潛在違約事項**」具有第14.1條給予的意思;
- 「**規定條款**」指按照某特定市場的市場要求屬強制性而中信証券經紀香港與該市場某參與者簽訂以使其中信証券經紀香港執行指示代其於該市場進行交易的任何客戶協議的條款;
- 「**退款**」具有本條款及條件第6.9條給予的涵義;
- 「**相關人士**」具有本條款及條件第3.5條給予的意思;
- 「**退款日**」具有本條款及條件第6.10條給予的涵義;
- 「**規管人**」具有本條款及條件第5.1條給予的涵義;
- 「**附表**」具有本條款及條件第14.1條給予的涵義;
- 「**證券**」指(i)股票、股份、基金單位及其他股本證券,(2)債券、票據及其他債務證券,(3)期貨及遠期合同、期權、權證、期貨、順差合同、掉期、外匯及衍生工具(不論是否與任何上述任何產品或與任何金錢、指數或其他資產、物業或物件有關連的)及(4)任何其他不同種類的投資,不論該投資產品有否在任何交易所或市場上市或進行交易,或由私人配售或公開發售;亦不論該投資產品是否由證書或其他文件(不論是不記名的或是可轉讓的或其他種類的文件)構成、代表或證明或在發行人結算所、存管處、保管人或任何其他人士的簿冊登記中登錄,以構成、代表或證明有關利益。亦包括對任何發行人、結算所、存管處、保管人或任何其他人士就上述任何投資產品可行使的權益,及與任何上述投資產品有關的其他權益、利益及收入;
- 「**證券戶口**」指中信証券經紀香港以客戶的名義在其賬簿上開立的用以記錄客戶證券交易的任何戶口;
- 「**系統服務**」具以下第15.1條之釋義;

「**結算戶口**」指客戶資料表格中指定為結算戶口的客戶的銀行戶口或客戶不時以書面通知中信証券經紀香港客戶的其他銀行戶口;

「**證監會**」指香港證券及期貨事務監察委員會;

「**證券及期貨條例**」指香港法例第571章《證券及期貨條例》;

「**賣空指示**」指:

(a) 除(b)段另有規定外,指為某客戶而作出的出售證券指示,而就有關證券而言,該客戶憑藉以下事實而具有一項即時可行使而不附有條件的權利,以將有關證券轉歸於其購買人的名下:

- (i) 該客戶已根據某證券借貸協議:
  - (A) 借用有關證券;或
  - (B) 獲得該協議的對手方確認該對手方備有有關證券借予該客戶;
- (ii) 該客戶具有可用以轉換為或換取與該指示相關的證券的其他證券的所有權;
- (iii) 該客戶具有可取得與該指示相關的證券的期權;
- (iv) 該客戶具有可認購及可收取與該指示相關的證券的權利或認購權證;或
- (v) 該客戶已與另一人締結或訂立關於根據證監會訂明的種類的協議或安排;

(b) 就(a)(ii)、(iii)、(iv)或(v)段而言,如該客戶已於作出出售證券指示時發出附有條件的獲取有關證券的指示,則不包括該出售證券指示;

「**供應商**」具有本條款及條件第15.2條給予的涵義;

「**系統**」具有本條款及條件第15.2條給予的涵義;

「**第三方供應部件**」具有本條款及條件第15.2條給予的涵義;

「**最終受益人**」具有本條款及條件第5.2條給予的涵義;

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

1.3 標題:協議本條款及條件中任何條款的標題或稱謂並不應影響該條款或其他任何條款的意義。

### 2. 證券戶口

2.1 客戶須開立及維持證券戶口以記錄所有按照協議為客戶進行之證券交易。

2.2 就有關轉移證券入證券戶口之事宜,客戶須自行安排及指示轉讓方轉讓證券予中信証券經紀香港並自行負擔相關的費用及開支。在中信証券經紀香港確實收悉證券之前,證券並不會記錄入證券戶口。

2.3 中信証券經紀香港將會在收到指示後在合理可行的情況下盡快安排轉移至證券戶口內,客戶之證券予其指示中所指定之第三方,惟須符合以下規定:

- (a) 客戶須負責促使第三方收取由中信証券經紀香港轉移之證券,及負責此等轉讓之所有處理及轉讓費用及收費;
- (b) 當證券正在進行轉移至中信証券經紀香港或保管代理人並以中信証券經紀香港或保管代理人之名登記時,證券不得被轉移;及
- (c) 客戶須無欠付中信証券經紀香港任何債項。

### 3. 指示及服務

3.1 中信証券經紀香港謹此獲授權按照並依據指示為客戶買賣證券及以其他方式處理證券戶口內或為證券戶口持有的證券、應收款項或金錢,但中信証券經紀香港擁有全權及絕對酌情權拒絕接受任何指示而不須給予任何理由,亦毋須因其不接受或履行此等指示或未有通知客戶此等不接受指示之原因而所引起或與其有關的損失而負責。在不損前述一般性的前提下,若任何指示不清晰、或若中信証券經紀香港收到矛盾的指示,或若中信証券經紀香港真誠地相信指示涉及欺詐、偽造或未授權或若執行任何該指示會違反對客戶、被授權人及/或中信証券經紀香港適用的法律或規例,中信証券經紀香港可拒絕執行。

3.2 如客戶及/或被授權人由多於一人組成,中信証券經紀香港可接納及執行其任其中一人下達的指示。

3.3 儘管客戶與中信証券經紀香港就規管證券戶口之操作簽訂之開戶書或其他協議之條款另有所指,中信証券經紀香港獲授權(但並無義務)接納及履行任何透過電話、電子或其他媒介給予的或就本協議有關任何證券交易或證券戶口之款項轉移的指示。任何有關證券戶口或協議的指示若由任何一位能報上或鍵入證券戶口之帳戶號碼及其他中信証券經紀香港要求的資料之人士所發出,該指示將被視為是由客戶發出的適當、有效及對客戶有約束力之指示。

3.4 中信証券經紀香港可視所給予的指示為完全授權及對客戶具約束力,不論給予指示當時之情況或該等指示之性質或數額,及該等指示有司錯誤、誤會、缺乏清晰、傳達錯誤、欺詐、偽造或未授權(惟由香港具管轄權法院經最終及司法程序確定中信証券經紀香港之嚴重疏忽、欺詐或有意過失則屬例外)。客戶同意對中信証券經紀香港有明確責任,以防止其收到任何欺詐、偽造、錯誤或未授權的指示。中信証券經紀香港沒有責任查詢指示之真實性或證實發出或聲稱發出指示人士之身份、權力或真誠。

3.5 客戶茲無條件地及不可撤回地同意全數彌償中信証券經紀香港及其聯屬人和他們各自的董事、股東、高級人員、僱員、代表或代理(合稱「**相關人士**」),並確保中信証券經紀香港及其聯屬人和相關人士不會(不論是直接或間接)由於按照本條款的規定同意執行及/或執行指示而受損害或蒙受損失。

3.6 中信証券經紀香港為客戶的執行代理人,而不會對客戶或其當事人的任何證券交易的價值、特點或適合性作任何保證。

3.7 中信証券經紀香港可根據其絕對酌情權決定透過任何聯屬人、任何交易所或結算所的參與者或有關市場的經紀並以何種形式執行客戶的證券交易。中信証券經紀香港慣常為客戶的執行代理人,若中信証券經紀香港本身作為客戶的交易對手,則將會在有關的成交單據中向客戶作出披露。中信証券經紀香港將無須就源自有關的交易中所獲取的任何佣金、報酬、利潤或其他利益向客戶作出任何交代。當中信証券經紀香港作為客戶的執行代理人,並與另一經紀訂約,就其任何交易向該客戶提供服務時,客戶應確認,在此情況下,中信証券經紀香港應被視為已經代客戶訂立該等交易,該協議也應作相應解釋。倘若中信証券經紀香港介紹客戶給另一實體(不論是否中信証券經紀香港的其中一位聯屬人,也不論是否在外地),而客戶與該實體訂立了獨立於該協議的直接合同關係,則中信証券經紀香港無須就該實體任何種類或性質的任何行為或遺漏(包括因為該實體一方的欺詐、疏忽或故意違約而導致的)對其負責。

3.8 除非該實體向中信証券經紀香港提供令中信証券經紀香港滿意之證明以通知中信証券經紀香港該指示為一項賣空指示,客戶承諾其不會提出任何涉及出售非由其擁有的證券的指示。客戶進一步承諾在執行指示時,明示中信証券經紀香港該指示為一項賣空指示及向中信証券經紀香港提供文件證明該指示在可能需要之時間及方式獲擔保,並提供中信証券經紀香港要求的資料。客戶進一步確認,每一市場有其本身關於賣空的監管要求,並承諾遵從每一市場的相關要求。

3.9 客戶不會及不會試圖在任何禁止中信証券經紀香港提供服務或禁止客戶使用該等服務或中信証券經紀香港不能對客戶執行本條款及條件的國家或司法管轄區使用任何中信証券經紀香港的服務。

3.10 客戶在透過電子媒介使用中信証券經紀香港的任何服務時,會採取合理審慎措施,包括但不限於每次接達中信証券經紀香港的任何服務完畢時(包括但不限於以電腦)關閉瀏覽器或清除瀏覽器的快取。

3.11 中信証券經紀香港可按其絕對酌情決定行使或避免任何中信証券經紀香港認為需要或合宜的行動,以符合適用法律法規及/或市場要求及/或防止或補救違反事項,中信証券經紀香港及其聯屬人和相關人士均不應就任何行動或無法行事而產生或與此有關的任何申索、損失及損毀(不論是直接或間接)為客戶及其當事人負責。再者,中信証券經紀香港為了符合適用法律法規及/或市場要求而作出或不作出的任何事情對客戶具法律約束力。

3.12 客戶承諾不參與任何導致中信証券經紀香港、其聯屬人或相關人士違反適用法律法規及/或市場要求的行為,並應彌償、保護及使中信証券經紀香港、其聯屬人和相關人士不受客戶在此協議的法律責任下任何違反適用法律及法例的行為而產生或與此協議有關的任何損失、申索、賠償及責任的損害,包括任何中信証券經紀香港、其聯屬人及相關人士合理及需要招致的費用。

3.13 客戶應履行所有相關市場及交易所(包括但不限於證券及期貨(合約限量及須申報的持倉量)規則)適用的申報要求,及不超過根據相關市場及交易所規定的合約限量及須申報的持倉量所載之期貨類別及種類證明限額(如有)。客戶承諾中信証券經紀香港不應(適用法律法規要求除外)為

客戶的交易指示、申報或匯報責任（包括根據證券及期貨條例第 XV 部或相等等例（如適用）負責，並承諾不依賴中信證券經紀香港解除適用法律法規下的交易指示、申報或匯報責任。

#### 4. 角色衝突、保留回佣及非金錢利益安排

- 4.1 中信證券經紀香港可透過代理人及／或以直接或間接方式（或透過中信證券經紀香港另一客戶）與中信證券經紀香港的關聯對手代客客戶（不須事先取得客戶同意）執行交易，儘管有可能產生利益衝突。即使中信證券經紀香港或其關聯人沒有直接或間接利益（不論重大與否），中信證券經紀香港可代客客戶（不須事先取得客戶同意）執行交易，包括但不限於：作為另一方代理人；作為當事人出售其財產；在交易中從其他方及／或客戶收取及保留其佣金；在知悉其他相關交易情況下執行交易；作為證券買賣之證券或其他投資的持有人、經銷人或市場莊家，以其他方式對發行證券或證券發行人有所參與或持有權益。中信證券經紀香港如獲得任何有關利益或在事件中產生實際或潛在利益衝突，應採取合理步驟確保客戶在事件中獲得公平對待。
- 4.2 中信證券經紀香港可保留其在為客戶買賣證券時從經紀或其他人士所獲得的(1)任何由該投資產生的現金或金錢性質的回佣；及(2)明顯地對客戶有利的有關物品及服務及非金錢性質的利益。這些服務可包括，例如：對於個別股票在市場上的相對優勢之分析及調查或使用數據、報價服務及其他資料設備。
- 4.3 在任何情況下，如中信證券經紀香港或任何其他關聯人士保留現金或金錢性質的回佣，或物品、服務或非金錢性質的利益，中信證券經紀香港必須確保（按情況而定）：(1)交易的執行符合最佳執行條件的原則；(2)由客戶支付之經紀佣金並不高於一般提供全面服務的經紀所收取的佣金比率；及(3)客戶披露有關的回佣及其大概價值。
- 4.4 中信證券經紀香港亦可能為投資組合經理提供物品、服務或現金的回佣，惟此舉必須符合證券及期貨條例不時訂明有關保留回佣、非金錢性質利益及關連交易的規定。

#### 5. 客戶資料

- 5.1 中信證券經紀香港、其關聯人和相關人士獲授權對客戶及其當事人進行或促使他人對客戶及其當事人進行信貸調查或任何檢查和查詢（包括但不限於盡職調查、法律及／或監管調查及／或檢查），並就此授權任何相關各方包括客戶的銀行。受限于本條款及條件第 20.6 條和客戶在私隱條例下的權利，中信證券經紀香港及其關聯人獲授權披露所取得的任何此等資料給：
- (a) 任何交易所、市場、結算所、上市公司、官方機構或規管機構包括交易所和證監會（合稱「**規管人**」）以便協助該規管人進行其調查及查詢；
- (b) 其任何分公司或關聯人和他們的任何高級人員或僱員；
- (c) 中信證券經紀香港及其關聯人的任何專業顧問；和
- (d) 任何第三者服務提供者、經紀、代理、保管人、結算所、存管處或關於該協議的類似機構執行指示或遵從從中信證券經紀香港在協議下對客戶負有的義務。
- 5.2 在協議中：

- (a) 「**最終受益人**」一詞指就本協議中中信證券經紀香港為客戶進行或將進行的任何交易而言的下列個別或每個人士，該人士
- (i) 為委託人，客戶在該交易中作為該人士的代理人，或
- (ii) 享有該等交易的商業或經濟利益及／或承擔其商業或經濟風險，或
- (iii) 最終負責為該等交易發出指示；及
- (b) 「**身份資料**」一詞，就何人士而言，指該等人的真實及全部的身份證明，包括該等人的別名、地址、職業及聯絡詳情。
- 5.3 客戶同意如果中信證券經紀香港或其任何關聯人已從規管人接獲有關一宗交易的查詢，包括關於交易的查詢，以下條文將適用：

- (a) 客戶須應中信證券經紀香港的要求，即時向中信證券經紀香港、相關關聯人或規管人提供所要求提供的資料，其中可能包括進行交易戶口（不論是全權委託或非全權委託性質）的客戶的當事人的身份及聯絡詳情、帳戶資料、客戶或其當事人的財務及任何其他資料，以及交易的最終受益人，或如最終受益人為不同人士，則為交易發出指示的該方；
- (b) 如果客戶正就一項集體投資計劃、全權委託戶口或酌情信託進行交易，客戶須應中信證券經紀香港的要求，即時提供集體投資計劃、全權委託戶口或酌情信託的身份及聯絡詳情，以及指示客戶代表集體投資計劃、全權委託戶口或酌情信託進行交易的該等人士的身份及聯絡詳情；
- (c) 如果客戶正就一項集體投資計劃、全權委託戶口或酌情信託進行交易，客戶須在可行情況下，於其代表集體投資計劃、全權委託戶口或酌情信託的投資全權委託失效時，盡快通知中信證券經紀香港。彼亦須應中信證券經紀香港的要求，即時提供發出該交易指示的人士或（若適用）給予指示以至該交易指示被發出的人士的身份及聯絡詳情；
- (d) 如果客戶知悉其客戶為相關客戶的中介人，而並不知悉其進行交易的該相關客戶的身份及聯絡詳情，被確認：
- (i) 彼與其客戶已作出安排，於被要求時有權即時從客戶取得第 5.3(a)、(b)及(c)條列明的資料，或促使取得該等資料；及
- (ii) 彼將應中信證券經紀香港的要求，有關指示即時向對其發出進行交易指示的客戶，要求取得該等資料，並於從其客戶取得或促使取得該等資料後，隨即向規管人提供該等資料；及
- (e) 如果客戶處於具備客戶保密法例的司法管轄區，彼同意根據以上條文披露資料。如果客戶代表其客戶行事，而有關係法禁止作出披露，客戶將促使該宗交易最終受益人的同意，披露任何根據以上段落要求的資料。此外，客戶作為一名客戶，同意豁免任何適用客戶保密法例所提供的保障，或客戶作為一名對手方或中介人，同意促使相關之交易最終受益人對該等保障作出書面豁免。

客戶根據此等條款所履行的責任於任何交易完成或此協議終止後依然有效。

- 5.4 儘管有第 5.3 條的規定，客戶承諾在中信證券經紀香港不時要求下向其提供有關客戶的身份資料、帳戶資料、財政狀況和其他中信證券經紀香港進行的關於客戶或其當事人的任何其他資料（包括但不限於對證券戶口及／或透過證券戶口進行的交易合同中最終受益人的身份）。當所提供或與本協議有關的資料有任何重大變化時，客戶及中信證券經紀香港或其任何關聯人均各自向對方承諾通知對方有關變化。

#### 6. 購買公開招股／配售、新上市及其他證券

- 6.1 客戶授權中信證券經紀香港（於應客戶指示時）作為其代理，就新上市公司的公開招股及／或在交易所上市公司的證券配售，申請認購或購買證券，不論是單一或聯同其他客戶的申請或聯同中信證券經紀香港關聯人進行大量申請，以令客戶受益或令最終受益人受益。客戶承諾對中信證券經紀香港為客戶提供之有關公開招股及／或配售的任何招股書及其他售股文件，就其準確性或完整性或任何錯誤陳述，中信證券經紀香港概不負責。
- 6.2 客戶確認及聲明，其向中信證券經紀香港作出指示，就新上市公司的公開招股及／或在交易所上市公司的證券配售申請認購或購買證券之時：
- (a) 彼已閱讀及了解相關的招股書、申請表格及／或其他相關售股文件，以及彼之申請須符合有關招股書、申請表格及／或相關售股文件（包括相關發行人確定證券最終定價的酌情權）訂明之條款及條件，或如果沒有任何書面售股文件，彼完全了解相關認購／購買的條款及條件；
- (b) 彼符合資格認購或購買該等證券，並且會遵守或已遵守有關招股書、申請表格及／或其他相關售股文件訂明的條款及條件，或如果沒有任何書面售股文件，彼會遵守或已遵守相關認購／購買的條款及條件；
- (c) 中信證券經紀香港擁有一切應有的權力，代表客戶作出有關申請；
- (d) 中信證券經紀香港代表客戶作出的申請，是由客戶或代表客戶（為客戶或最終受益人利益）作出及有意作出的唯一申請，同時客戶授權中信證券經紀香港於任何申請表格（或以其他方式）向交易所或向任何其他適當人士作出相同的披露及保證；及
- (e) 彼按照相關招股書、申請表格及／或其他相關售股文件對證券申請人的要求作出一切陳述、保證及聲明，或如果沒有任何書面售股文件，彼按照相關認購／購買條款及條件對申請人的要求作出一切陳述、保證及聲明。
- 6.3 客戶明白相關證券發行人或賣方（或其代理人）會憑藉其根據第 6.2 條作出的確認及聲明，決定是否因應中信證券經紀香港代表客戶作出的申請，配發或分配證券。
- 6.4 客戶同意及明白相關證券發行人或賣方（及其代理人）擁有絕對酌情權，拒絕或接受中信證券經紀香港代表客戶作出的申請，或只接納部份申請。如果客戶的申請遭拒絕或只獲部份接納，不論是否由於與客戶申請有關的原因所導致，在無嚴重疏忽或蓄意失責的情況下，中信證券經紀香港及其關聯人和相關人士均毋須就該等拒絕或部份接納向客戶或任何其他人士負責。
- 6.5 如果中信證券經紀香港代表其客戶作出大量申請，客戶同意如果有關申請只獲部份接納，中信證券經紀香港擁有全權及絕對酌情權，對按其基準挑選（中信證券經紀香港擁有全權及絕對酌情權）

的客戶分配證券。

- 6.6 客戶進一步確認由一家從事證券買賣業務的非上市公司作出的申請，而客戶對該公司行使法定控制權，則該申請應被視為代表客戶作出。
- 6.7 於接獲客戶的口頭或書面要約（**要約**）後，中信證券經紀香港可按其全權及絕對酌情權，透過向客戶發出成功買入條款及其他詳情（包括「**接納通知**」），向客戶提出一項貸款（**「貸款**」），專門用作客戶認購或購買於公開招股及／或配售尋求上市的新上市證券（**「新上市證券**」）。本條的條款及條件被視為對照要約納入接納通知。中信證券經紀香港一旦發出接納通知，客戶應不得撤銷要約。
- 6.8 新上市證券的付款將以中信證券經紀香港（或其代名人）的名義支付，但由客戶獨自負責支付及承擔風險。客戶確認其認購或購買新上市證券的申請（由中信證券經紀香港或中信證券經紀香港代名人作出）可能不獲相關證券發行人或賣方接納，但客戶仍須支付貸款利息。
- 6.9 儘管申請是由中信證券經紀香港代客戶發出，若由於申請不成功，發行人或賣方退還的任何性質付款（**「退還款項**」），而該款項不超過客戶結欠的貸款及未償還的款項，客戶對該等款項均無任何權利、所有權、利益或申索。
- 6.10 每筆貸款連同附帶之累算費用及利息將於以下情況到期償還：(i)於催繳時；或(ii)於新上市證券預定支付日期（如申請的當日，兩者以較早者為準；如果任何新上市證券申請不成功或只是部份付款。退還款項須用於償還欠負的貸款及附帶之累算費用及利息，無論其時是在接納通知註明的償還日期（**「償還日**」）之前或之後）。
- 6.11 客戶同意收款銀行、保管人或代名人可向中信證券經紀香港即時繳付所有有關不成功申請的退還款項，中信證券經紀香港獲授權指示收款銀行、保管人或代名人採取其認為適當或其他適當行動，取得該等款項。
- 6.12 客戶謹此授權中信證券經紀香港全權酌情質押及賦予新上市證券及所有與認購新上市證券的款項（包括退還款項）任何性質的抵押權益（包括所有從中獲得的權利及權益），並以任何向中信證券經紀香港全部或部分貸款資金提供通融的任何第三方作為受益人。
- 6.13 客戶應簽訂及簽署所有轉讓書、授權書、委託書及其他文件，並執行所有中信證券經紀香港要求的行動及事宜，使中信證券經紀香港及任何有關人士可完全取得此第 6 條提及的抵押權益，包括但不限於完成中信證券經紀香港的新上市證券擁有權或使中信證券經紀香港以其代名人或任何其他第三方的名義獲授予新上市證券。
- 6.14 客戶須按照接納通知註明之息率，向中信證券經紀香港繳付貸款利息，有關利息應就由客戶提取貸款當日（如接納通知所訂明）至最終償還貸款日期間按中信證券經紀香港按 365 天基準（或於接納通知內訂明的其他基準）確定的每日累算基準計算。
- 6.15 在沒有限制第 10 條的一般性的前提下，若客戶未有在償還日償還該貸款，中信證券經紀香港擁有絕對權利在毋須通知客戶的情況下，以中信證券經紀香港認為合適及適當的方式及價格出售全部或部分新上市證券，及攤分其款項以償還尚未繳納的貸款、有關出售的費用及任何累計的費用及利息。客戶無權有關出售造成的損失向中信證券經紀香港申索。
- 6.16 客戶同意完全彌償及使中信證券經紀香港、其關聯人及相關人士不受任何對中信證券經紀香港、其關聯人及相關人士的申索、行動、責任及法律程序的損害，並承擔該等人士可能承受與此貸款有關的所有損失（包括法律費用）。中信證券經紀香港、其關聯人及相關人士在任何情況下毋須對客戶的任何損失及因透過或向其完成申請的任何商號或公司違約、破產、行動或疏忽招致的損失負責。

#### 7. 抵銷

- 7.1 在不抵觸按此條款已向中信證券經紀香港或其關聯人作出的其他授權下，客戶授權中信證券經紀香港或其關聯人可（在不對任何損失負責下）將其關聯人或其關聯人授權協議為客戶買賣證券所產生的任何客戶應收款項用作抵銷客戶因該買賣應付予中信證券經紀香港的帳款。客戶同時授權中信證券經紀香港處置其持有的任何客戶證券，以結清任何客戶負有由中信證券經紀香港或其有關聯實體（按證券及期貨條例定義）或任何其他人士承擔或替其承擔的任何責任。
- #### 8. 交易慣例
- 8.1 中信證券經紀香港在適當考慮過市場慣例、適用規則及對所有客戶是否公平之後，可決定在執行指示時的優先次序。
- 8.2 中信證券經紀香港可在未有事前知會客戶的情況下，根據適用法律法規，將客戶的指示與其他客戶的指示合併執行。如果未有足夠的證券以滿足此等經合併的指示，中信證券經紀香港可在適當地考慮市場慣例及對客戶是否公平後，將有關交易向其客戶分配，惟相對中信證券經紀香港為自己賬戶的指示，客戶的指示將獲優先處理。
- 8.3 對於因為通訊設施的損壞或失靈而導致指示的傳遞出現延誤或失敗或任何其他中控制的延誤或失敗，中信證券經紀香港將無須負責，中信證券經紀香港將繼續執行。
- 8.4 由於客觀環境的限制及證券價格迅速轉變，中信證券經紀香港可能未必能夠全數執行或依照在某個時間的報價或按照「**最佳價**」或「**市價**」執行客戶的指示，但客戶仍同意有關交易的約束。
- 8.5 取消或修改指示的要求只可在有關指示獲執行之前作出，並須視乎是否獲中信證券經紀香港接納（但如有合理的理由，中信證券經紀香港不可拒絕接納有關要求）。如果在中信證券經紀香港接納取消指示之前，有關的指示已經獲全數或部份執行，客戶同意接受該已獲執行的交易的全部責任。除非有關取消或修改指示的要求已獲中信證券經紀香港接納，否則該指示於被中信證券經紀香港接受處理的交易日當天仍屬有效。若該指示在該交易日結束前未獲執行，該指示將自動失效（中信證券經紀香港另行同意的情況下除外）。
- 8.6 在接獲客戶的要求後，中信證券經紀香港會向客戶提供中信證券經紀香港根據協議條款代表客戶所購買或出售有關衍生產品的詳細說明和任何招股書或其他招股文件。
- 8.7 中信證券經紀香港可能會將其與客戶及相關客戶人士的對話交談錄音，以便中信證券經紀香港核對指示資料或任何其他事宜。客戶特此同意中信證券經紀香港進行該等電話錄音。

#### 9. 交收

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

#### 10. 抵押及金錢轉移

- 10.1 現在或將來由中信證券經紀香港或其代名人為客戶持有或交易的所有證券（包括客戶獲妥為配發的新上市證券）和按協議規定在任何時候由中信證券經紀香港代表客戶為安全保管所持有的所有款項和其他財產須向中信證券經紀香港予以押記或由中信證券經紀香港為其利益持有人，押記形式為第一優先固定持續抵押，旨在支付及／或解除客戶對中信證券經紀香港在本協議下的所有及任何債務及責任。對於該等抵押而言：
- (a) 該等抵押項下的資產包括已付或今後應付給該等證券的一切股息或利息和所有股份、股票（及其股息或利息）、權利，在任何時候通過贖回、花紅、優先權、期權或其他方式附帶或有關該等證券所積累或提出的款項或財產；
- (b) 當客戶未有應要求支付或在到期時沒有提前支付客戶應付予中信證券經紀香港的款項，或客戶違反協議的其他條款，中信證券經紀香港有權利在無違反誠信的原則及在無須通知客戶的情況下，以其認為合適的時間、方式、價格和條件出售或以其他方式由其他有關聯實體提出的方式處置全部或部分該等證券（由中信證券經紀香港選擇）。在前述各種情況下，中信證券經紀香港均毋須就任何該等行動向客戶負責（嚴重疏忽或蓄意違責除外），並可將上述



出售或變賣取得的淨資金及當時中信證券經紀香港手中持有的任何款項，按中信證券經紀香港選擇的先後順序，用於結清客戶對其中信證券經紀香港或其關聯實體或任何第三方負有所需承擔的任何責任；

- (c) 在不損害前述(b)子段的規定下，如果貸款及累計的費用及累算利息到期時尚未全數清償，中信證券經紀香港可於其認為適合的時間、方式及合理的代價，出售或以其他由其關聯實體提出的方式處置妥為配發予客戶的全部或任何部份（由中信證券經紀香港挑選）新上市證券（聯同新上市證券附帶的一切權利、所有權及利益）而毋須事先通知客戶，於前述各種情況下，中信證券經紀香港均毋須就任何有關行動向客戶負上任何責任（嚴重疏忽或蓄意失責除外），並可將上述有關出售或變賣取得的淨資金，按中信證券經紀香港選擇的先後次序，用於解除貸款及上述累計的費用及累算利息；
- (d) 該等抵押是一種持續的抵押，不受任何中期付款的影響，並應附加於及不影響任何留置權、抵銷權或在任何時候中信證券經紀香港持有就客戶對中信證券經紀香港的債務提供的其他抵押（該等抵押並不受以上權利或抵押影響），亦不受任何有關的解除、更改、放棄強制履行的權利或與其有關的其他交易影響（該等擔保亦不受以上解除、更改或權利放棄影響）。

10.2 在適用法律法規及/或市場要求容許下，客戶謹此不可撤回地授權中信證券經紀香港進行一切行動及簽立所需文件，將前述任何抵押證券的所有權、轉移、完成及/或賦予予中信證券經紀香港，其代名人或任何購買方或其他人士之義名下，以全面獲取此項抵押的利益，並致在此條款項下提供的抵押得以完備。

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

- (a) 指示客戶任何時候持有戶口的任何聯屬人和銀行，包括但不限於中銀銀行國際有限公司、存款公司或其他人、商號或公司（簡稱「**存款持有人**」），代表客戶不時存放在與聯屬人或存款持有人在任何時間所開立的戶口內的資金轉移到客戶與中信證券經紀香港所開立的戶口內及/或客戶任何時候在任何聯屬人持有的其他戶口內；及/或
- (b) 將客戶不時存放在與中信證券經紀香港所開立的戶口內的所有資金轉移到該客戶與任何聯屬人不時維持的任何戶口內，及/或
- (c) 給予任何聯屬人和任何存款持有人上述授權的通知；及/或
- (d) 向任何聯屬人提供或向聯屬人要求或收取中信證券經紀香港認為合適的有關客戶及/或證券戶口的資料。

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

10.4 中信證券經紀香港按此第 10.3 條所獲得的授權有效期為由協議日期起計不超過十二個月。有關授權可根據適用法律及規則由客戶在(i)協議訂立之年份的最後一天；(ii)隨後每個曆年之最後一天或(i)以前書面方式同意延續或被視為延續授權，每次延續的有效期為十二個月。

10.5 客戶同意不會及不會意圖對客戶戶口或中信證券經紀香港替客戶持有的證券設立或允許存續押記、質押或其他產權負擔（本協議下設立的除外）。

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

## 11. 費用及開支

11.1 中信證券經紀香港將會根據其不時決定並通知客戶的計算比率及基準向客戶收取費用及經紀佣金。客戶必須應要求支付關於證券戶口不論任何原因或以何種形式而所產生的任何債項，包括但不限於經紀佣金、費用、收費、法定收費、稅項、徵費、交付收費等。中信證券經紀香港可從證券戶口提取現金或出售其所持有的證券以支付有關的到期費用。

11.2 客戶欠付中信證券經紀香港的款項將按照中信證券經紀香港不時通知客戶的息率收取利息。若中信證券經紀香港未有如上通知客戶，利息將按照(i)中銀銀行國際有限公司或(ii)香港上海滙豐銀行有限公司不時公佈之港元最優惠貸款利率加 6 厘計算（兩者以較高者為準）。

## 12. 彌償

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

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

## 13. 客戶款項常設授權及戶口合併

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

13.2 在符合適用法律法規及/或市場要求下，客戶授權中信證券經紀香港：

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

13.3 客戶知悉及同意中信證券經紀香港可行使任何第 13.2 條所提及的事項，而不須事先知會客戶。

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

13.5 客戶款項常設授權應在此協議簽訂日期起有效，並受客戶根據第 13.6 條客戶的撤銷權限制。

13.6 客戶可於簽署撤銷日期不少於 14 日前以書面通知中信證券經紀香港撤銷客戶款項常設授權。

13.7 客戶同意中信證券經紀香港除其有權行使的任何一般留置權或其他中信證券經紀香港按法律、合約或其他方式可享有相似的權利外，中信證券經紀香港可（須符合適用的法律及規則的規定）隨時在毋須事前通知客戶的情況下，從客戶於中信證券經紀香港（或其任何聯屬人）開設之戶口（不論以任何形式描述及以何種貨幣持有及是否獨自或與其他人士共同擁有），合併、組合、抵銷或轉讓任何以賬於客戶在中信證券經紀香港（或其任何聯屬人）戶口內之任何證券或客戶款項，及抵銷或應用中信證券經紀香港（或其任何聯屬人）欠負客戶的任何責任或債務，不論有關責任或債務為主要的、附屬的、各別的、共同的或其他的貨幣為單位的、是否已經到期或是須確定的或非由協議引致的，如果中信證券經紀香港聯屬人已向中信證券經紀香港發出催繳通知，中信證券經紀香港毋須理會有關欠付該聯屬人的責任或債務是否存在。中信證券經紀香港（本身或透過其聯屬人）可為此使用任何客戶戶口結餘以兌換任何欠債的貨幣，並向上述兌換由中信證券經紀香港（或視情況而定由其聯屬人）於兌換當日按照外匯兌換市場當時通行的即期匯率（由中信證券經紀香港作出最終決定）進行。若對中信證券經紀香港（或其聯屬人）應負的任何責任有權待確定或屬未來的責任，中信證券經紀香港（或其聯屬人）在經應用本條款項下的抵銷權後，有權就任何該等戶口的任何結餘款額暫停支付相等於該等責任的金額，直至該項確定或屬未來的事宜發生為止。在此第 13 條中，「聯屬人」一詞應就有關公司而言，指其子公司、該公司的任何控股公司及該控股公司的任何子公司。

## 14. 聲明、保證及承諾

14.1 客戶在此向中信證券經紀香港或其聯屬人保證、聲明及承諾如下：

- (a) 客戶現在是以主事人的身分訂立協議，而並不是代表任何其他人士進行交易，（除非客戶以書面形式向中信證券經紀香港作出知會），並會負責清付所有因為按照和根據該協議而進行的交易而導致的債務，中信證券經紀香港及其聯屬人均不會對客戶在何種情況下代為行事的任何人負有任何責任（除非非中信證券經紀香港與該人之間訂立了獨立的客戶關係或除非中信證券經紀香港另有書面協定）；
- (b) 客戶已取得並將維持任何所需的同意、執照及准許有效，並已採取所有必要的行動使他可合法訂立該協議和每宗交易並履行該協議和每宗交易下的義務，及授予本條款及條件提及的抵押權益和權力；
- (c) 客戶進行證券交易時只會倚賴其自身的判斷和分析而不會倚賴中信證券經紀香港的任何董事、僱員或代理的意見或建議；
- (d) 客戶提供的任何資料（包括客戶資料表格中的資料）於協議日期是真實和完整的，當於客戶資料表格中的資料或任何其他客戶與客戶有關的資料有任何重大變更，客戶將立即通知中信

證券經紀香港。在中信證券經紀香港未有按通知前，中信證券經紀香港應有權向客戶資料表格或其他地方中的資料行事。中信證券經紀香港茲此授權對客戶進行信貸調查或核證以核實客戶於客戶資料表格或其他地方提供的財政狀況及投資目標；

- (e) 協議根據其條款構成有效的合約，設定了客戶具法律約束力的義務；
- (f) 協議及其履行及其條款所列的責任不會亦將不會：
- (i) 違反任何現行適用的法律、法例、條例、規則或任何對客戶具約束力的法院判決、法令或許可，或違反客戶的公司組織及綱、章程條文或附例（如適用）；或
- (ii) 抵觸或違反或引致任何客戶為締約一方或受其約束或對客戶資產具約束力的合約或文件或構成任何失責。
- (g) 除非客戶已另行以書面向中信證券經紀香港申報，客戶並非任何交易所、交易委員會、結算所、銀行或信託公司員工或高級人員、介紹經紀的聯屬人、任何證券經紀或持牌法團的高級人員、合伙人、董事或員工；
- (h) 客戶將為證券戶口內的證券的實益擁有人並不受任何留置權、押記、衡平法上的權利或其他產權負擔所影響（因協議而產生的除外）；在末得中信證券經紀香港的書面同意之前，客戶亦不會押記、質押，或允許證券戶口內的證券或款項有任何押記或質押（因協議而產生的除外），或就該等證券或款項授予或據稱授予選擇權；
- (i) 對證券戶口內的每宗交易而言，客戶應為最初負責發出有關指示的人士及將會從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險（在客戶資料表格向中信證券經紀香港所披露的該等其他人士或機構或以書面形式向中信證券經紀香港作出知會者除外）；
- (j) 客戶明白其交易之產品的性質及風險，並具有充足的淨值承擔風險及該等交易帶來的潛在虧損；
- (k) 客戶向或已經向中信證券經紀香港及其聯屬人提供的任何資料在任何主要方面均屬準確且沒有誤導成分；
- (l) 並無關於客戶而已發生及/或正在持續的違約事項或可變成違約事項的事項（「**潛在違約事項**」）；及
- (m) 就任何資料而言，相關個人已獲全面通知使用其個人資料的目的以及根據隱私條例的要求在隱私條例的附表（「**附表**」）內列明獲得其個人資料（包括為了直接促銷的目的）的人，而相關個人已經同意讓其資料根據附表而使用（包括由中信證券經紀香港為直接促銷的目的而使用及向第三者提供該等資料），該同意已經取得，而取得的方式足以符合隱私條例的要求，以便中信證券經紀香港及其聯屬人合法使用和轉移附表所列的資料。

14.2 以上的聲明、保證及承諾將會被視為在發出每項指示或執行每項指示前已再次重複作出。

## 15. 交易服務

15.1 此第 15 條適用於由中信證券經紀香港提供的系統服務（「**系統服務**」），藉此讓客戶連結至由中信證券經紀香港操作的網上證券交易管理系統，以發出電子指示。客戶首次使用系統服務時，應視為已接納本條的條款及細則。

15.2 在此條中，下列詞語及詞句應具下列含意：

「**電子指示**」指系統服務及系統的提供及使用而言，中信證券經紀香港真誠地相信客戶或任何被授權人透過系統發出的電子通訊；

「**供應商**」指系統供應商及/或操作商；

「**系統**」指由電腦組件系統支援的電子程序（包括但不限於直接市場連線服務），連同不時由中信證券經紀香港提供並被客戶使用的任何關聯軟件、硬件、設施及服務，以傳遞買賣盤、執行、配對或登記；

「**第三方供應部件**」指任何非由中信證券經紀香港或任何其他聯屬人提供的系統部件（包括任何關聯軟件、硬件、設施及服務）。

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

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

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

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

15.7 客戶需就系統傳遞予中信證券經紀香港的電子指示及資訊之準確性和完備性及透過給予登入權限而對系統的使用承擔責任。中信證券經紀香港有權依據及遵照該電子指示（毋須就電子指示的真實性或其授權作出盡職調查）行動，並視該等資料為準，完整及經客戶恰當授權及對客戶有約束力。任何中信證券經紀香港按任何有關電子指示及資料執行的任何交易，不論是否事實上已經由客戶授權執行，均對客戶具有約束力。電子指示只能經系統或其他中信證券經紀香港與客戶不時共同協議的方式才能撤銷或更改。客戶同意維持足夠的保安程序，防止任何非獲客戶正式授權人士未經授權登入或使用系統，從而通過系統發出電子指示，在不違反第 15.3 條一般性的原則下，中信證券經紀香港不會就系統服務及系統的完整性對客戶作明示或隱含的保證，包括非被授權人士截取或獲取客戶系統傳遞的資訊的能力。

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

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

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

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

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

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

- (a) 於發出一項電子指示後，客戶並未收到任何指示確認書或確認書列載之詳情不正確；或
- (b) 客戶知悉任何對客戶數碼證書、登入名稱或密碼的任何未獲授權使用或披露或存取的情況，或任何未獲授權的交易已被執行。

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

15.15 客戶進一步確認中信證券經紀香港對於市場數據或其他資訊服務的及時性、準確性或完整性並無作出任何聲明及保證，亦不保證系統服務的可用性。客戶同意中信證券經紀香港毋須對數據及其他資訊的任何偏差、錯誤或遺漏負上任何責任，或對系統服務及系統傳送的任何干擾或延誤、或中止或失靈，或除非非中信證券經紀香港所能控制的情況下產生或導致其其他損失負責或責任。

15.16 受此第 15 條規限，中信證券經紀香港、其任何聯屬人及相關人士均不須負責客戶（或任何第三者）由於中信證券經紀香港提供的系統服務或系統引致或任何其按照客戶發出的電子指示執行的任何交易而採取的行動或未有行動所導致客戶（或致任何第三者）遭受的任何損失。

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

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

- 則中信証券經紀香港或任何其他其聯屬人或任何相關人士均毋須為客戶或任何第三者因此遭受或招致任何形式的任何損失承擔責任。
- 15.18 中信証券經紀香港或其聯屬人或任何相關人士均不需就下列情況導致客戶或任何第三者遭受的任何直接或間接損失負責：
- (a) 客戶的選擇及／或使用（不論是受授權或其他人士）系統或任何其他與中信証券經紀香港通訊的部件；
  - (b) 客戶以任何原因無法登入或使用系統服務或系統或任何其他部件；
  - (c) 系統無法傳遞（或延誤傳遞）任何電子指示（包括已收到電子指示的通知，如有）或執行或拒絕該電子指示的通知；或
  - (d) 因系統或可影響系統的器材或軟件錯誤或失常、或任何系統性能限制或任何系統部件供應商或操作商出現的錯誤，而造成任何由客戶向中信証券經紀香港發出的錯誤或遺漏的電子指示。
- 15.19 中信証券經紀香港不會就有關任何第三者供應部件、客戶選擇或（包括但不限於就客戶使用該第三者供應部件的適切性、該第三者供應部件的可用性、準確性、性能、表現或可信賴性）作任何性質的明示或隱含擔保、保證或陳述，中信証券經紀香港的代理人並無權力同意相反規定。在適用法律許可的範圍內，所有有關該等事宜的明示或隱含、法定或其他形式的陳述或保證均應被明確排除。
- 15.20 中信証券經紀香港可依其全權酌情權決定就客戶對系統的使用（即中信証券經紀香港作為供應商）或就客戶傳遞予中信証券經紀香港而中信証券經紀香港可經系統接受的電子指示或其他通訊（無論中信証券經紀香港是供應商與否）的類型不時訂立限制及限額。
- 15.21 任何中信証券經紀香港保留關於經系統通訊的電子指示及資訊的記錄均為該等事宜不可推翻之證據（除有明顯錯誤的情況下），及應為中信証券經紀香港之財產。

## 16. 失責

- 16.1 即使本條款或客戶與中信証券經紀香港之間簽訂的任何其他協議中有任何其他條款與條件規定，客戶須應中信証券經紀香港要求或在到期時（以較早者為準）支付其欠中信証券經紀香港的全部債務（無論是實際的或的、現存的或將來的），並客戶須在中信証券經紀香港要求時存入一定款額的可運用資金、證券或其他資產，並須維持令中信証券經紀香港感到滿意的保證或中信証券經紀香港或其聯屬人作為成員或中信証券經紀香港或其聯屬人對其具有責任的交易所、市場或主管當局制定的規則所要求的保證押品。每項該等保證押品必須在中信証券經紀香港要求時立即提供。
- 16.2 如在任何時間發生一宗或多宗以下事項（「**違約事項**」），在不損害本條款及條件的其他條款下，中信証券經紀香港或其聯屬人可按其絕對酌情決定行使本第 16.2 條下的一項或多項權利：
- i. 客戶沒有在到期時作出付款或作出或接受任何財產交付；
  - ii. 客戶沒有按要求履行或符合其於該協議下的任何義務（包括但不限於沒有提供保證金或其變更調整）；
  - iii. 就客戶或其聯屬人的破產或無力償債提起任何程序或針對客戶或其聯屬人的任何資產和收入的任何法律程序（包括但不限於無力償債、破產、行政或類似程序的標的物，或就其清楚或清算提出呈請）；
  - iv. 客戶變成或看來無力償債、不能支付其到期的債務或與債權人或為了債權人的利益而訂立一般轉讓、安排或和解安排；
  - v. 對客戶在中信証券經紀香港的證券戶口採取任何扣押；
  - vi. 客戶在本條款及條件下作出或被視為作出或給予的任何聲明、保證或陳述在作出或給予或被視為作出或給予當時在任何主要方面不正確或有誤導成分；
  - vii. 中信証券經紀香港或其聯屬人認為必須或適宜防止出現其相信可能違反適用法律法規或市場要求或違反良好市場做法準則的行動；或
  - viii. 中信証券經紀香港或其聯屬人認為必須或適宜保障自己，或發生了中信証券經紀香港合理相信可能對客戶履行或符合其於該協議下的義務的能力有重大不利影響的事項。

- (1) 如有上文提及的任何違約事項，或(2) 每當因保證金的保證不足或其他原因、或為履行任何有關的交易所、結算所或經紀的任何規定，以致中信証券經紀香港或其聯屬人認為有需要保障其權益，(a) 中信証券經紀香港或其聯屬人可拒絕接受任何進一步指示；及(b) 中信証券經紀香港或其聯屬人可關閉代客戶持有的所有或任何證券戶口。在發生任何違約事項或任何證券戶口結算或在中信証券經紀香港與客戶的關係終止時，客戶欠中信証券經紀香港或其聯屬人的所有款項（亦包括未到期及未有要求作出繳付的款項（如有））將即時到期，並須在中信証券經紀香港或其聯屬人作出付款要求下立即清繳。中信証券經紀香港或其聯屬人茲獲不可撤銷地授權，並可在未向客戶作任何形式的催繳或在沒有通知客戶的情況下，在任何通常進行交易的交易所或期貨交易所或以私人出售或購入（按情況而定）的方式，運用其全權酌情權（指在時間或條件及其他方面）買入任何或所有客戶戶口中短倉之證券及／或賣出任何或所有由中信証券經紀香港或其聯屬人代客戶持有的證券、及／或結束任何未平倉合約或取消所有由該聯屬人買賣證券。除非涉及嚴重疏忽或蓄意失責，否則中信証券經紀香港或其聯屬人均不須就其在上述所作出的任何行動對客戶負上任何責任。在不抵觸客戶的就任何虧空所須承擔責任的情況下，任何由有關單位而獲得的淨收入或任何從有關單位收取的證券將由中信証券經紀香港或其聯屬人決定以任其採擇的次序用作抵銷客戶欠中信証券經紀香港或其聯屬人的欠款或在中信証券經紀香港或其聯屬人持有的短倉。在不損害且附加於任何一般留置、抵銷權或中信証券經紀香港或其聯屬人根據本條款及條件在法律或其他方面享有的類似權利下，在違約事項發生之後任何時間或當潛在違約事項已經發生並正在持續時，客戶明確授予中信証券經紀香港或其聯屬人：(a) 關於其在中信証券經紀香港或其聯屬人為任何目的而持有或中信証券經紀香港或其聯屬人為客戶在任何帳戶（不論是個人或與其他人共同持有的帳戶）執行或由中信証券經紀香港或其聯屬人管有的任何款項（為免引起疑問，包括但不限於任何存款或保證金付款）、證券、商品或其他財產的全部或部分權益的一般留置。

- 16.3 在中信証券經紀香港或其聯屬人採取第 16.2 條中列出的任何行動後，中信証券經紀香港將在可行的情況下盡快通知客戶。

- 16.4 為了保存中信証券經紀香港或其聯屬人享有在其任何破產、清盤、債務重組、債務安排或類似的法律程序下，中信証券經紀香港或其聯屬人享有就其或其聯屬人對客戶作出全盤申索和提出債權證明的權利，中信証券經紀香港或其聯屬人可根據協議售賣或變現證券後所獲得的收入暫記賬。

## 17. 投資資料

- 17.1 儘管中信証券經紀香港向客戶提供任何資料、建議或文件，客戶完全明白其進行的任何交易僅為其按照個人獨自之判斷及酌情權而進行。
- 17.2 客戶同意中信証券經紀香港無須就中信証券經紀香港提供的任何資料的任何不準確或不全面、或在收到該等資料後客戶進行任何交易的表現或結果而負上責任。

## 18. 終止

- 18.1 協議的任何一方可向對方給予不少於兩個工作日（星期六、日或香港公眾假期除外）的事先書面通知終止協議。縱使有前述的規定，中信証券經紀香港有權在發生任何違約事項或第 16.2 條所述的事項時立即終止協議。終止協議將不會影響中信証券經紀香港或其聯屬人在終止協議之前執行的指示或影響任何一方在終止之前所累計可享有的任何權利、權力、責任及義務。特別是客戶給予的任何保證、聲明、承諾和彌償在該終止後仍然有效。
- 18.2 在終止協議後，客戶應即時向中信証券經紀香港或其聯屬人付還任何到期欠款或尚欠付的款項。

## 19. 通知

- 19.1 根據本協議由中信証券經紀香港向客戶所發出或作出的任何通知或其他通訊均可專人交付、預支郵費郵遞（若為海外信件則以空郵發出）、通過電子媒介或傳真方法發出，並在下列情況下視為已妥為送達：
- (a) 若由專人交付或通過電子媒介送達，在交付時視為已妥為送達；
  - (b) 若以預支郵費郵遞送達，則在郵遞後四十八小時或九十六小時（若以空郵寄出）視為已妥為送達；及
  - (c) 若以傳真方法送達，則在顯示傳真已完整地送發的報告發出時視為已妥為送達。任何此等通知或通訊均須按客戶資料表格中所列的地址、傳真號碼或電郵地址發出，或為了本條款之目的，按中信証券經紀香港同意不時經客戶通知的其他地址、傳真號碼、電郵地址或其他指定方式發出。

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

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

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

- 19.4 若客戶已申請中信証券經紀香港的信件留存服務，客戶茲此授權並同意中信証券經紀香港及其指定人士代客戶接收及持有按本條款送給客戶的所有通知、通訊、交易確認及結單，直至客戶或其授權代表取回為止。任何客戶或其授權代表未有取回的通知、通訊、交易確認及結單可由中信証券經紀香港或其指定人士按其視為合適的方式處置。客戶同意接受所有與信件留存服務有關的後果及風險，包括但不限於延誤、錯誤、欺詐或偽造的風險。客戶同意全數彌償中信証券經紀香港及其指定人士與此有關的或由此引至的所有損失。

## 20. 一般條款

- 20.1 在協議中所述的時間於各方面均為重要要素。
- 20.2 協議中並無任何條款應視為移除、排除或限制客戶或中信証券經紀香港在香港法例或規例下之任何權利或義務，惟在該等法例或規例下容許之範圍除外。
- 20.3 若協議所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，在協議內所載的其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。

- 20.4 (a) 協議應讓中信証券經紀香港、客戶及其各自的繼承人、及（在符合本第 20.4 條的前提下），任何享有中信証券經紀香港在協議中部份或所有權利或義務的獲准承讓人或受讓入受益，並對上述人士具約束力。
- (b) 客戶不得轉讓或轉讓其在協議中所有或任何的權利或義務。
- (c) 中信証券經紀香港可轉讓或轉移其在協議中所有或部份的權利、利益及義務，並可向潛在的承讓人或受讓入或擬就協議與中信証券經紀香港簽訂合約安排的任何其他人士披露任何中信証券經紀香港認為合適用作該等合約安排之用的資料。

- 20.5 中信証券經紀香港未有延遲行使協議的任何權利、權力或特權不應視作放棄該等權利，而單一或部分行使、執行或寬免任何該等權利、權力或特權亦不妨礙中信証券經紀香港作進一步行使或執行有關權利、權力或特權，或行使或執行協議中的任何其他權利、權力或特權。

- 20.6 客戶同意中信証券經紀香港在客戶資料表格中或以其他方式不時要求提供的資料是中信証券經紀香港提供協議之服務所必須的。若客戶未能向中信証券經紀香港提供該等資料，中信証券經紀香港未必能夠為客戶提供或繼續提供有關的服務。客戶可經常聯絡中信証券經紀香港的證券營運部門主管以查詢及要求更改或修改該等資料。該等資料連同中信証券經紀香港不時取得的其他其他客戶資料可披露予中信証券經紀香港不時發出修訂或補充有關隱私條例的通函中列明的人士及用作該通告中所指定的用途。在不損前述的前提下，中信証券經紀香港可在交易所、證監會或任何規管人的要求下，向交易所或證監會提供證券戶口的詳情以協助交易所或證監會進行其任何調查或查詢。

- 20.7 客戶明白亦同意中信証券經紀香港可指派任何人士作為其代理人（簡稱「**收數公司**」）以催收任何客戶按協議到期未付中信証券經紀香港的金額，而客戶需對中信証券經紀香港因此有每次需付的收費及開支負責。此外，中信証券經紀香港有權，客戶亦明白及同意中信証券經紀香港有權，就該目的於任何時候透露客戶的個人資料予收數公司。

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

- 20.9 只要中信証券經紀香港及其聯屬人和相關人士按誠信原則下行事，中信証券經紀香港及其聯屬人和相關人士便無須就任何延遲或未有履行義務及因此而導致的任何損失承擔責任。此外，中信証券經紀香港、其聯屬人和相關人士無須對任何直接或間接地源自任何其無法控制的事件所引致的任何損失或任何後果負責，包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、戰爭、罷工、市場情況、騷動、恐怖行為或恐怖主義行為的個禍、自然災害及任何中信証券經紀香港的控制範圍以外的其他情況。

- 20.10 客戶須在有關到期日或在中信証券經紀香港要求時支付本條款項下應繳付的所有款額，及應即時以可動用的及可自由轉讓的資金以有關的貨幣在有關到期日繳付予中信証券經紀香港。所有繳款須為全數繳款，不可作出抵銷或反申索及不可扣除或扣起任何現有的或將來的稅款、關稅、課稅或作任何其他性質的預扣或扣減。如何須將繳付予中信証券經紀香港的費用須作任何扣減、須繳付稅款或任何其他預扣（除有關中信証券經紀香港收入的稅款外），客戶須立即向中信証券經紀香港交付此等額外金額以確保中信証券經紀香港所收取的金額相等於在沒有作出該等扣減、繳付稅款或預扣任何金額前中信証券經紀香港應收的款項。

- 20.11 客戶謹此確認已收到及閱讀本協議的中／英文版本，並且明白和接納本協議的條款。如中、英文版本有任何歧義，則以英文版本為準。

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

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

## 21. 修改

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

## 22. 管轄法律及適用規定

- 22.1 協議及協議中的所有權利、義務及責任均受香港之法律所管限及據其解釋。
- 22.2 就任何與協議產生的糾紛而言，客戶同意接受香港法院的非獨有司法管轄權管轄，但接受該管轄並不損害中信証券經紀香港於任何其他具有司法管轄權的法院向客戶提出起訴之權利。

- 22.3 若客戶為在香港以外地方註冊的公司，客戶茲委任客戶資料表格中所列的人士或之後委派的其他人士作為法律文件接收人，以收取任何涉及客戶的法律訴訟的所有通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟而言，任何送達法律文件至該法律文件接收人，即構成對客戶的法律文件的妥善送達。在不影響根據前述句子委任的法律文件接收人的有效性，或送達法律文件至該法律文件接收人的有效性，而客戶亦已於客戶資料表格或按照本條款第 19.1 條向中信証券經紀香港提供香港地址（「**香港地址**」）的前提下，同意就在香港法院進行的法律訴訟而言以郵遞或送交方式將法律文件送達該香港地址，即構成對客戶妥為送達法律文件。

- 22.4 客戶、中信証券經紀香港和代表客戶進行的所有證券交易均須遵從由交易所或市場及其結算公司（若有）（包括但不限於交易所、香港中央結算有限公司和香港聯合交易所期權結算所有限公司）不時制訂當時適用的章程、附則、規則、裁決、規定、交易費費和其他關稅和慣例收費（包括但不限有關交易或結算的徵費），並遵從任何政府或監管當局的一切法律、規定和命令及其不時適用的修訂。中信証券經紀香港亦獲授權依照有關交易所、市場或結算公司頒布的規則收取任何該等交易費或其他的徵費。客戶須受中信証券經紀香港對證券戶口或客戶證券交易或該等交易的融資不作為適用的一切規則所約束。中信証券經紀香港或任何其他聯屬人均可作為代表客戶進行任何交易時交易的另一方。

## 23. 仲裁

- 23.1 中信証券經紀香港擁有全權的選擇權及絕對酌情權，決定凡因本協議引致或與本協議相關的任何可爭議、爭執或申索，或由此導致的違約、終止或失效，須根據現時效的《聯合國國際貿易法委員會仲裁規則》及可能經本條修訂的規則以仲裁方式解決。指定仲裁員的機構為香港國際仲裁中心。仲裁須於香港國際仲裁中心進行，並須只由一名仲裁員仲裁。任何有關仲裁項由香港國際仲裁中心根據本協議日期生效的香港國際仲裁中心仲裁規則進行，包括《聯合國國際貿易法委員會仲裁規則》所包含的附加規則。仲裁程序所使用的語言應為英語。